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
Tuesday, May 3, 2022
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.

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 April 19, 2022 Regular Meeting.

2. Consider approval of the following bids:

a. GP&L Elm Grove Substation Expansion Construction Services — **Bid No. 0543-22**

Primoris T&D Services, LLC	**$1,338,172.52**
Optional Contingency	**133,817.00**
TOTAL:	**$1,471,989.52**

This request is to provide labor, tools and equipment needed for the expansion of the Elm Grove Substation. An Optional Contingency is included for any additional work that may be required.

b. **TMPA/ONCOR Interconnection Agreement** **Bid No. 0624-22**

ONCOR Electric Delivery **$100,834.44**

This request is for approval of the ongoing annual Interconnection Operation & Maintenance Fees per Exhibit C, Item Six, of the TMPA/ONCOR Jointly Owned Facilities contract.

c. **GP&L Substation Instrument Transformers & Surge Arrestors** **Bid No. 0443-21**

Keasler Sales, LLC **$900,000.00**

This request is to approve a Change Order for price increases related to instrument transformers and surge arrestors used in GP&L substations.

d. **GP&L Naaman Substation Rebuild Construction Services** **Bid No. 0515-22**

Primoris T&D Services, LLC	**$607,016.21**
Optional Contingency	**121,403.24**
TOTAL:	**$728,419.45**

This request is to provide labor, tools and equipment needed for the rebuild of the GP&L Naaman Substation. An Optional Contingency is included for any additional work that may be required.

e. **GP&L Underground Maintenance and Construction** **Bid No. 0554-22**

Villatoro Construction, LLC **$3,000,000.00**

This request is to provide construction labor to support Garland Power & Light's underground distribution operations. This approval is for a Term Agreement with four optional renewals.

f. **GP&L College and Brand Road Substation Terminal Upgrades** **Bid No. 0415-22**

Emerald Electrical Consultants	**$206,884.29**
Optional Contingency	**41,376.86**
TOTAL:	**$248,261.15**

This request is to provide construction services for terminal upgrades at the GP&L College and Brand Road Substations. An Optional Contingency is included for any additional work that may be required.

g. TMPA Dansby to Steep Hollow 138kV Transmission Line Rebuild Engineering Services **Bid No. 0686-22**

M&S Engineering **$738,755.00**

This request is for engineering services associated with the rebuild of portions of the TMPA Dansby Plant to Steep Hollow segment of the Gibbons Creek to Dansby 138kV Transmission Line.

h. Golf Carts **Bid No. 0694-22**

EZ-GO Textron **$1,225,569.08**

This request is for the replacement purchase of 240 golf carts, two beverage carts, two range pickers and a GPS system to be utilized by the Firewheel Golf Park.

i. Shiloh Road (Kingsley to Miller) - Engineering Services **Bid No. 0727-22**

CP&Y, Inc. **$2,868,485.00**

This request is for engineering services associated with the Shiloh Road project between W. Kingsley Road and W. Miller Road.

3. Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.

a. Zoning File No. Z 21-50, Kimley-Horn (District 1)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Detail Plan for an Automobile Repair, Minor Use on a 1.3504-acre tract of land zoned Planned Development (PD) District 06-28 for Community Retail Uses and located at 2999 North President George Bush Turnpike; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. Zoning File No. Z 21-54 Randall Reed's Planet Ford 635 (District 5)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for Automobile Sales, New or Used on a 18.2261-acre tract of land zoned Industrial (IN) District and located at 3601 South Shiloh Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. Zoning File No. Z 21-62 Provident Realty Advisors (District 1)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Mixed Uses and 2) a Detail Plan for Multi-family development on a 35.787-acre tract of land located at 3309 Castle Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

d. Zoning File No. Z 22-10 Jude Nwachukwu (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Reception Facility use on a 3.14-acre tract of land zoned Planned Development (PD) District 06-46 for Community Retail Uses and located at 1906 East Miller Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. Consider a resolution authorizing the acceptance of a Texas Department of Transportation Selective Traffic Enforcement Program Click it or Ticket Grant in the amount of $6,264.05; and providing an effective date.

At the May 2, 2022 Work Session, Council considered approving a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click it or Ticket (CIOT) grant for May 21, 2022 to June 9, 2022 in the amount of $6,264.05.

5. Consider a Development Agreement regarding Zoning File No. Z 21-62

Consider an Economic Development Incentive Agreement between Provident Realty Advisors, Inc. and the City of Garland. This Agreement relates to Zoning Case Z 21-62 for a residential development at 3309 Castle Drive.

6. Consider an ordinance authorizing an amendment to the 2021-22 Operating Budget ("Budget Amendment No. 3"); providing for supplemental appropriation of funds in the Electric Utility Fund; and providing an effective date.

At the April 18, 2022 Work Session, Council considered an amendment to the 2021-22 Adopted Budget to appropriate funds in the amount of $1,702,780 in the Electric Utility Fund for GP&L Production to cover additional maintenance and repair costs on the Olinger and Spencer Power Plants and the Lewisville Hydro Plant.

7. Bond Refunding - General Obligation Commercial Paper & Certificates of Obligation

At the February 28, 2022 Work Session, Council considered a refunding of Commercial Paper Notes and Certificates of Obligation with General Obligation Refunding Bonds. The total amount of variable rate Commercial Paper Notes, series 2021 requested to be refunded is $50 million. Commercial Paper is used as an interim financing tool to fund the 2004 and 2019 Bond Programs and is refunded periodically into long-term fixed rate General Obligation debt. In addition, approximately $1.3 million of Combination Tax and Revenue Certificates, Series 2012 is being requested to be refunded in order to secure debt service savings of approximately $66,000 over the next ten years.

8. Bond Refunding - Water and Sewer System Revenue Refunding Bonds and Commercial Paper Notes

At the February 28, 2022 Work Session, Council considered a refunding of $42.5 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately $4.7 million Water and Sewer System Revenue Bonds, Series 2012 with Water and Sewer System Revenue Refunding Bonds, Series 2022. The purpose of this transaction is to refund a portion of variable rate commercial paper notes with fixed rate long-term debt and to generate debt service savings.

9. Consider an Ordinance Approving the Sale of Certificates of Obligation, Series, 2022 to Fund a Portion of the Approved 2022 CIP

At the February 28, 2022 Work Session, Council considered authorizing the sale of Certificates of Obligation (CO) in the approximate amount of $31 million to fund a portion of the approved 2022 CIP.

10. Consider an Ordinance Approving the Issuance of General Obligation Bonds, Taxable Series 2022

At the May 2, 2022 Work Session, Council was requested to consider the issuance of $6.1 million in General Obligation Bonds, Taxable Series 2022. This issuance will fund a portion of the Economic Development projects approved by the voters in the 2019 Bond Program.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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11. Hold public hearings on:

a. Consider a Detail Plan request by ClayMoore Engineering to allow a multi-tenant retail/restaurant building, which will include a drive-through. This property is located at 5345 North President George Bush Turnpike in District 1.

Consideration of the application of ClayMoore Engineering, requesting approval of a Detail Plan for a Multi-tenant Retail/Restaurant building, including a Restaurant with a Drive-Through Use. This item may include amendments to Planned Development (PD) District 19-07 for Community Retail Uses. This property is located at 5345 North President George Bush Turnpike. (File Z 22-01, District 1)

b. Consider amendments to the Garland Development Code relating to cellular towers and multi-family covered parking.

Consider amending in part Chapter 2, "Land Use Matrix"; Section 2.64, "Districts Allowed," of Chapter 2, Article 5, "Use Regulations"; and Section 4.24(A), "Multifamily Developments", "Covered Parking, Attached or Detached" of the Garland Development Code. The City Council was briefed by a Development Services Committee report during the April 4, 2022 City Council Work Session.

12. Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

<u>Mayor Scott LeMay</u>

- Mitch Carr - Cultural Arts Commission

13. 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.

14. 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: 05/03/2022

Item Title: Minutes April 19

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the April 19, 2022 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes April 19

GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, April 19, 2022, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present:	Mayor Scott LeMay
	Mayor Pro Tem Dylan Hedrick
	Deputy Mayor Pro Tem B.J. Williams
	Council Member Jeff Bass
	Council Member Deborah Morris
	Council Member Ed Moore
	Council Member Rich Aubin
	Council Member Robert Vera
	Council Member Robert John Smith
Staff Present:	City Manager Bryan Bradford
	Deputy City Manager Mitch Bates
	Assistant City Manager Judson Rex
	City Attorney Brian England
	City Secretary Eloyce René Dowl

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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.

Motion was made by Council Member Smith to approve the Consent Agenda with the exception of Item 2a, which was postponed to a later date, Item 2b, removed by Council Member Bass for individual consideration, seconded by Mayor Pro Tem Hedrick. Motion carried:

Vote: 9 ayes, 0 nays

1. APPROVED Consider approval of the minutes of the April 5, 2022 Regular Meeting.

2. Consider approval of the following bids:

a. APPROVED Lyons Road (I.H. 30 to Guthrie) - Engineering Services **Bid No. 0572-22**

Criado & Associates, Inc. **$1,375,954.00**

This request is for engineering services associated with the Lyons Road project between I.H. 30 and Guthrie Road.

c. APPROVED **Rowlett Creek Wastewater Treatment Plant Primary Effluent Pump Replacement** **Bid No. 0596-22**

Xylem Water Solutions **$169,000.00**

This request is to purchase a primary effluent pump to be used for pumping wastewater through the Rowlett Creek Wastewater Treatment Plant.

d. APPROVED **Microsoft Enterprise Agreement** **Bid No. 0626-22**

SHI Government Solutions **$1,000,626.95**

This request is for Microsoft Enterprise Agreement licensing and support necessary for the City's continued and future use of Microsoft products.

e. APPROVED **GP&L Millwood Switch Station Structures and Materials** **Bid No. 0448-22**

KBS Electrical Distributors, Inc.	**$232,077.92**
Optional Contingency	**15,000.00**
TOTAL:	**$247,077.92**

This request is for the purchase of two steel monopoles and associated materials for construction at the Millwood Switch Station. An Optional Contingency is included for any additional materials that may be required.

f. APPROVED **Ambulance Cots, Loaders and Stair Chairs** **Bid No. 0597-22**

Stryker Sales Corp. **$225,257.00**

This request is to provide ambulance equipment including four powered cots with compatible auto-loaders and four stair chairs used for patient handling and transporting.

g. APPROVED **Urban Design Plan - Valoris HealthPark Garland Medical District TIF #3** **Bid No. 0651-22**

Studio Outside **$389,080.00**

This request is for professional design services for the creation of an urban design in Valoris HealthPark including the Wellness Park.

h. APPROVED **TMPA Keith Switch to Steep Hollow Transmission Line Overhead Hardware** **Bid No. 0611-21**

KBS Electrical Distributors, Inc. **$68,436.94**

This request is to approve a Change Order for the purchase of tension grips and other additional overhead hardware needed for the Keith Switch to Steep Hollow Transmission Line.

i. **APPROVED** **Bottleneck Improvements Package 1** **Bid No. 0413-22**

Urban Infraconstruction	**$3,773,848.00**
Optional Contingency	**373,000.00**
TOTAL:	**$4,146,848.00**

This request is to improve bottlenecks (traffic flow) at four major intersections by adding additional turning movements. An Optional Contingency is included for any additional work that may be required.

j. **APPROVED** **Rick Oden Park - Phase 2 Construction Services** **Bid No. 0976-20**

Dean Construction (Dean Electric, Inc.)	**$4,850,024.00**

This request is for construction services at Rick Oden Park.

k. **APPROVED** **2022 Garland New Sidewalk Improvements** **Bid No. 0633-22**

Hayden Consultants, Inc.	**$312,962.48**

This request is for professional engineering services for the design of two construction packages for approximately 4.1 miles of new sidewalks and pedestrian curb ramps at eight locations in the city of Garland.

3. **Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.**

a. **APPROVED** **Zoning File No. Z 21-24 Hanif Nensey (District 4)**

Ordinance No. 7312 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Agricultural (AG) District to Single-Family-7 (SF-7) District and 2) a Specific Use Provision for a Guest House on a 1.45-acre tract of land located at 705 East Oates Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. APPROVED Zoning File No. Z 21-39, Alan Hameed (District 6)

Ordinance No. 7313 amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 03-47; 2) a Specific Use Provision for Automobile Sales, New or Used; and 3) a Detail Plan on a 0.4183-acre tract of land located at 3218 Forest Lane; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. APPROVED Zoning File No. Z 21-52, OM Estates Development (District 3)

Ordinance No. 7314 amending the Garland Development Code of the City of Garland, Texas, by approving 1) a Change in Zoning from Community Office (CO) District and Agricultural (AG) District to a Planned Development (PD) District for Mixed Uses and 2) a Detail Plan for Mixed Uses on a 20.223-acre tract of land located at 240 and 250 East Interstate 30 Freeway and 328 Oaks Trail; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

d. APPROVED Zoning File No. 21-55, Sean Kim (District 5)

Ordinance No. 7315 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Reception Facility on a 6.91–acre tract of land zoned Industrial (IN) District and located at 2800 West Kingsley Road, Suite 100; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

e. APPROVED Zoning File No. Z 22-02, Don Gordon (District 8)

Ordinance No. 7316 amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 82-42 to allow an Automobile Repair, Major Use and 2) a Detail Plan for an Automobile Repair, Major Use on a 0.373–acre tract of land located at 2025 Old Mill Run; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. **APPROVED** **Resolution No. 10540** of the City of Garland, Texas, authorizing the City Manager to enter into an Advanced Funding Agreement with the Texas Department of Transportation for TxDOT Project CSJ 018-47-308, a Congestion Mitigation and Air Quality (CMAQ) Improvement Project and Surface Transportation Block Grant (STBG) Program Project Off-System to widen South Shiloh Road from West Kingsley Road to West Miller Road; and providing an effective date.

The City of Garland applied for federal funding through the Regional Transportation Committee (RTC) for the reconstruction and widening of S. Shiloh Road from W. Kingsley Road to W. Miller Road. The RTC has granted the City of Garland funding for construction of this project. In order to accept the funding, the City of Garland must enter into two advanced funding agreements with the Texas Department of Transportation (TxDOT), who is administering the advanced funding agreement on behalf of the Federal Government. Council was briefed at the April 4, 2022 Work Session on the need to consider two separate resolutions in order to accept the funding for this project. (Each resolution is being considered as an individual agenda item.)

5. **APPROVED** **Resolution No. 10541** acknowledging the Dallas, Garland & Northeastern Railroad Incorporated's Continued Rights, Title and Interest to and upon the railroad crossing along with the public right-of-way on Forest Lane between South Kirby Street and South International Road and granting permission to reinstall crossing facilities in the future; and providing an effective date.

Council approved a resolution acknowledging DGNO's rights, title and interest to and upon that certain railroad crossing on Forest Lane between S. Kirby Street and S. International Road and granting permission to reinstall an additional track at this location in the future at the request and sole cost and expense of DGNO.

6. **APPROVED** **Resolution No. 10542** of the City of Garland, Texas, authorizing the City Manager to enter into an Advanced Funding Agreement with the Texas Department of Transportation for TxDOT Project CSJ 0918-47-271, a Surface Transportation Block Grant (STBG) Program Project Utilizing Transportation Development Credits (TDC) Off-System to widen Shiloh Road from Kingsley Road to Miller Road; and providing an effective date.

The City of Garland applied for federal funding through the Regional Transportation Committee (RTC) for the reconstruction and widening of S. Shiloh Road from W. Kingsley Road to W. Miller Road. The RTC has granted the City of Garland funding for construction of this project. In order to accept the funding, the City of Garland must enter into two advanced funding agreements with the Texas Department of Transportation (TxDOT), who is administering the advanced funding agreement on behalf of the Federal Government. Council was briefed at the April 4, 2022 Work Session on the need to consider two separate resolutions in order to accept the funding for this project. (Each resolution is being considered as an individual agenda item.)

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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2b. APPROVED **Embree Park Splash Pad Equipment** **Bid No. 0573-22**

Kraftsman **$415,407.98**

This request is for the purchase and installation of splash pad equipment at Embree Park in support of the Aquatics Program.

Council Member Bass requested a staff report on safety measures in place for splash pads. Andy Hesser, Director of Parks & Recreation, presented the report. Council Member Morris had questions regarding the costs associated with the Embree splash pad; Mr. Hesser confirmed the project has not changed in size or scope and the plan remains as budgeted.

Motion was made by Council Member Bass to approve Item 2b, seconded by Council Member Morris. Motion carried:

Vote: 9 ayes, 0 nays

7. PUBLIC HEARING HELD: **Hold a Public Hearing on the Youth Programs Standards Care of Ordinance**

Mayor LeMay opened the public hearing at 7:13 p.m. There were no speakers on this item and Mayor LeMay closed the public hearing at 7:14 p.m.

Motion was made by Council Member Smith to approve the ordinance as presented, seconded by Mayor Pro Tem Hedrick. Motion carried:

Vote: 9 ayes, 0 nays

Adopting **Ordinance No. 7317** with public comments for Youth Programs Standards of Care to meet the requirements of Texas Human Resource Code, Section 42.041(b)(14) to exempt recreational programs for children operated by municipalities from state child care licensing.

8. APPROVED **Resolution No. 10543** of the City of Garland, Texas finding and determining that the public necessity and convenience require the acquisition of various property rights located along South Shiloh Road, North of West Kingsley Road and South of West Miller Road, in the City of Garland, County of Dallas, Texas, said property interests being more particularly described below; providing authorizations to acquire such property rights by purchase or condemnation and making certain findings

pertaining thereto; providing further authorizations as may be necessary to carry out the purposes of this resolution; and providing an effective date.

Council approved an omnibus resolution authorizing the acquisition of the property rights described in Exhibit "A."

Motion was made by Council Member Aubin that the City Council of the City of Garland, Texas, authorize the use of the power of eminent domain to acquire property interests around Shiloh Road, North of West Kingsley Road and South of West Miller Road, as more fully described in Exhibit “A” to the proposed ordinance located within the City of Garland, Dallas County, Texas for the widening of Shiloh Road between Kingsley Road and Miller Road. My motion includes approval of the proposed resolution and intends that the record vote on this matter applies to all units of property to be condemned, seconded by Council Member Vera. Motion carried:

Vote: 9 ayes, 0 nays

9. POSTPONED

Consider a resolution of the City of Garland, Texas finding and determining that the public necessity and convenience require the acquisition of various property rights located along Lyons Road, North of Guthrie Road and South of Interstate Highway 30, in the City of Garland, County of Dallas, Texas, said property interests being more particularly described below; providing authorizations to acquire such property rights by purchase or condemnation and making certain findings pertaining thereto; providing further authorizations as may be necessary to carry out the purposes of this resolution; and providing an effective date.

Council is requested to approve an omnibus resolution authorizing the acquisition of the property rights described in Exhibit "A."

Motion was made by Council Member Moore to postpone this item to a future date, seconded by Deputy Mayor Pro Tem Williams. Motion carried:

Vote: 9 ayes, 0 nays

10. PUBLIC HEARING HELD:

2022-2023 CDBG, HOME and ESG Federal Grant Allocation Public Hearing

At the April 18, 2022, Work Session, Council was provided background information regarding the anticipated 2022-2023 Community Development Block Grant (CDBG), HOME Infill Partnership Grant (HOME), and Emergency Solutions Grant (ESG) entitlement funding, along with summaries of submitted applications. As part of the allocation process, a public hearing is required to solicit comments from any interested parties relating to the 2022-2023 CDBG, HOME, and ESG grants.

Mayor LeMay opened the public hearing at 7:17 p.m. Mona Woodard, Neighborhood Services Administrator, presented opening comments.

The speakers on this item were: Cheryl Jones Jobe, Visiting Nurse Association, Verna Jones, Under One Roof, Rhonda McTyre, Garland

Parks & Recreation, Stars Summer Camp, Angena Young, Helen's Project, Susanna Sulfstede, The Senior Source, Christina Coltas, Chief Executive Officer, Hopes Door-New Beginnings Center, Captain Shelley Hood and Jasmin Ibarra, Salvation Army, Charlie Levitt, Metro Relief, Executive Director, Susan Hennum, Executive Director, Councseling Institute of Texas, David Swavey, Garland Boxing Gym, along with Officer Williams, Officer Christian Gibson, Officer Quinlan Caltebellano, Officer Natausha Swavey, Officer Jason Bethel and Officer Drake Whited (Hutchins), Mark King and Tanya Downing, Executive Director, Hope Clinic.

Mayor LeMay closed the public hearing at 8:02 p.m.

11. Hold public hearings on:

a. APPROVED Consider a Detail Plan request by Kimley-Horn for a Minor Automobile Repair Use. This property is located at 2999 North President George Bush Turnpike in District 1.

Consideration of the application of Kimley-Horn, requesting approval of a Detail Plan for an Automobile Repair, Minor Use on a property zoned Planned Development (PD) District 06-28 District for Community Retail Uses. This item may include amendments to Planned Development (PD) District 06-28. This property is located at 2999 North President George Bush Turnpike. (File Z 21-50, District 1)

The staff report was presented by William Guerin, Director of Planning. The speaker on this item was Michael Doggett, Kimley Horn.

Motion was made by Council Member Bass to approve the Detail Plan, seconded by Council Member Morris. Motion carried:

Vote: 9 ayes, 0 nays

b. APPROVED Consider a Specific Use Provision renewal request by Randall Reed's Planet Ford 635 for an existing Automobile Sales Use. This property is located at 3601 South Shiloh Road in District 5.

Consideration of the application of Randall Reed's Planet Ford 635, requesting approval of a Specific Use Provision Renewal to allow Automobile Sales, New or Used on a property zoned Industrial (IN) District. This property is located at 3601 South Shiloh Road. (File Z 21-54, District 5)

The staff report was presented by William Guerin, Director of Planning. The applicant was present, but did not speak.

Motion was made by Council Member Aubin to approve the Specific Use Provision for 25 years (Item 11b) and Site Plan (Item 11c), seconded by Council Member Smith. Motion carried:

Vote: 9 ayes, 0 nays

c. APPROVED **Consider a Site Plan request by Randall Reed's Planet Ford 635 for an existing Automobile Sales Use. This property is located at 3601 South Shiloh Road in District 5.**

Consideration of the application of Randall Reed's Planet Ford 635, requesting approval of a Plan for Automobile Sales, New or Used on a property zoned Industrial (IN) District. This property is located at 3601 South Shiloh Road. (File Z 21-54, District 5)

d. APPROVED **Consider a Zoning request by Provident Realty Advisors from Agricultural (AG) District to a Planned Development (PD) District for Mixed Uses, including 242 multi-family units in a single-family style format, and a commercial tract. The property is located at 3309 Castle Drive in District 1.**

Consideration of the application of Provident Realty Advisors, requesting approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Mixed Uses. This property is located at 3309 Castle Drive. (File Z 21-62, District 1)

The staff report was presented by William Guerin, Director of Planning. Paul Luedtke, Director of Transportation, answered questions from the Council related to traffic impact(s). The speakers on this item were Maxwell Fisher and Glen Lanier, applicant.

There was discussion by the Council.

Motion was made by Council Member Bass to approve the Zoning request (Item 11d) and the Detail Plan (Item 11e), seconded by Council Member Morris. Motion carried:

Vote: 9 ayes, 0 nays

e. APPROVED **Consider a Detail Plan request by Provident Realty Advisors for 242 multi-family units in a single-family style format. The property is located at 3309 Castle Drive in District 1.**

Consideration of the application of Provident Realty Advisors, requesting approval of a Detail Plan for Multi-Family development. This property is located at 3309 Castle Drive. (File Z 21-62, District 1)

f. APPROVED **Consider a Specific Use Provision renewal request by Jude Nwachukwu for an existing Reception Facility Use. This site is located at 1906 East Miller Road in District 2.**

Consideration of the application of Jude Nwachukwu, requesting approval of a Specific Use Provision Renewal to allow a Reception Facility on a property zoned Planned Development (PD) District 06-46 for Community Retail Uses. This property is located at 1906 East Miller Road. (File Z 22-10, District 2)

The staff report was presented by William Guerin, Director of Planning. Council Member Morris provided five-year reports from the Code and Health Departments. Chief Bryan presented a report on noise complaints and police activity.

Motion was made by Council Member Morris to approve the Specific Use Provision renewal (Item 11f) and the Site Plan (Item 11g), seconded by Council Member Moore. Motion carried:

Vote: 9 ayes, 0 nays

g. APPROVED **Consider a Site Plan request by Jude Nwachukwu for a Reception Facility Use. This site is located at 1906 East Miller Road in District 2.**

Consideration of the application of Jude Nwachukwu, requesting approval of a Plan for a Reception Facility Use. This property is located at 1906 East Miller Road. (File Z 22-10, District 2)

12. **Citizen comments:** There were no speakers on this item.

13. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 8:34 p.m.

Submitted By:

_____

Scott LeMay, Mayor

_____

Eloyce René Dowl, City Secretary

GARLAND
PURCHASING REPORT

City Council Regular Session Agenda **2. a.**

Meeting Date: 05/03/2022
Item Title: GP&L Elm Grove Substation Expansion Construction Services
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 0543-22

Purchase Justification:

This request is to provide labor, tools and equipment needed for the expansion of the Elm Grove Substation. This is part of the approved Elm Grove Substation Expansion CIP project to serve a new Farmers Electric Cooperative distribution substation that will be located adjacent to the substation. 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. Ten (10) bids were received. Four (4) bids were considered nonresponsive due to being outside the competitive range. Six (6) bids were within the competitive range and evaluated based on the published criteria. Primoris T&D Services, LLC, received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	***Item***	***Amount***
Primoris T&D Services, LLC	All	$1,338,172.52
Optional Contingency		133,817.00

	TOTAL:	**$1,471,989.52**

Basis for Award: Best Value
Purchase Requisition #: 46989

Fiscal Impact

Total Project/Account: $6,105,265
Expended/Encumbered to Date: 3,300,999
Balance: $2,804,266
This Item: 1,471,990

Proposed Balance: $1,332,276
Account #: 210-3799-3179701-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Substations Upgrades Program

Attachments

Bid Recap 1 of 2
Bid Recap 2 of 2

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2022
Document Location: Prop. CIP - Page 294

Budget Director Approval:	Matthew Watson	Approval Date:	04/22/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: April 5, 2022
REQ. NO PR 46989
BID NO. 0543-22
PAGE: 1 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Primoris T&D Services, LLC UNIT PRICE	Primoris T&D Services, LLC TOTAL	Conductor Power LLC UNIT PRICE	Conductor Power LLC TOTAL	Power Line Services, Inc. UNIT PRICE	Power Line Services, Inc. TOTAL	RES System 3, LLC UNIT PRICE	RES System 3, LLC TOTAL	IEA Corp. UNIT PRICE	IEA Corp. TOTAL
			Pricing for Evaluation		$1,338,172.52		$1,265,705.00		$1,287,892.97		$1,433,441.30		$1,331,110.67
			Evaluation Criteria:										
			Price	Maximum=50	47.29		50.00		49.14		44.15		47.54
			Experience	Maximum=15	14.00		14.00		10.50		15.00		10.00
			Qualifications	Maximum=15	15.00		15.00		15.00		15.00		12.50
			Equipment	Maximum=05	5.00		2.25		5.00		5.00		5.00
			Safety	Maximum=15	15.00		9.54		9.61		9.65		6.80
			Total	Maximum=100	96.29		90.79		89.25		88.80		81.84
			TOTAL GROSS PRICE		$1,338,172.52		$1,265,705.00		$1,287,892.97		$1,433,441.30		$1,331,110.67
			CASH DISCOUNT										
			TOTAL NET PRICE		$1,338,172.52		$1,265,705.00		$1,287,892.97		$1,433,441.30		$1,331,110.67
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY										

NEXT LOW:		275	# IonWave Notifications
LOW:		24	# IonWave HUBS
SAVINGS:	**$0.00**	4	# Direct Contact HUBS
		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.

CITY OF GARLAND - BID RECAP SHEET
OPENED: April 5, 2022
REQ. NO PR 46989
BID NO. 0543-22
PAGE: 2 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
				Sentry Electrical Group, Inc.		Chancelor Construction, LLC		Irby Construction Co.		Kiewit Infrastructure South		Bird Electric Enterprises, LLC	
			Pricing for Evaluation		$1,331,110.67		$1,748,938.00		$1,756,961.30		$1,946,124.00		$2,005,557.00
							Non-Responsive		Non-Responsive		Non-Responsive		Non-Responsive
			Evaluation Criteria:										
			Price	Maximum=50	42.05								
			Experience	Maximum=15	10.00								
			Qualifications	Maximum=15	2.50								
			Equipment	Maximum=05	2.50								
			Safety	Maximum=15	8.00								
			Total	Maximum=100	65.05								
			TOTAL GROSS PRICE		$1,331,110.67								
			CASH DISCOUNT										
			TOTAL NET PRICE		$1,331,110.67								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY										

NEXT LOW:		275	# IonWave Notifications
LOW:		24	# IonWave HUBS
SAVINGS:	**$0.00**	4	# Direct Contact HUBS
		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. b.**

Meeting Date: 05/03/2022
Item Title: TMPA/ONCOR Interconnection Agreement
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 0624-22

Purchase Justification:

This request is for approval of the ongoing annual Interconnection Operation & Maintenance Fees per Exhibit C, Item Six, of the TMPA/ONCOR Jointly Owned Facilities contract. These fees, by contract, will be escalated in January of each year for the life of the contract in accordance with the index for electric utility workers as maintained by the U.S. Bureau of Labor Statistics in SIC 491. This is a TMPA expense and will be reimbursed at 100%.

Evaluation:

The annual fees are associated with jointly owned facilities between TMPA and ONCOR Electric Delivery and are, therefore, Sole Source.

Award Recommendation:

Vendor	***Item***	***Amount***
ONCOR Electric Delivery	All	$100,834.44
	TOTAL:	**$100,834.44**

Basis for Award: Sole Source
Purchase Requisition #: 47016

Fiscal Impact

Total Project/Account: $5,077,139
Expended/Encumbered to Date: 3,212,095
Balance: $1,865,044
This Item: 100,834
Proposed Balance: $1,764,210
Account #: 211-3542-7111
Fund/Dept/Project – Description and Comments:

Electric Utility Fund / Transmission / Operations

Attachments

Bid Recap

Fiscal Reference:			
Budget Type:	Operating Budget		
Fiscal Year:	2021-22		
Document Location:	Oper. Budget - Page 235		
Budget Director Approval:	Matthew Watson	Approval Date:	04/22/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: N/A
REQ. NO. PR 47016
BID NO. 0624-22
PAGE: 1 of 1
BUYER: Teresa Smith

				ONCOR Electric Delivery							
ITEM	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	1	Lt.	TMPA/;ONCOR Interconnection		$100,834.44						
			Agreement Operation and								
			Maintenance Fees								
			TOTAL GROSS PRICE		$100,834.44						
			CASH DISCOUNT								
			TOTAL NET PRICE		$100,834.44						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW: **n/a**
LOW: **n/a**
SAVINGS: **n/a**

n/a # IonWave Notifications
n/a # IonWave HUBS
n/a # Direct Contact HUBS
n/a # 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. c.**

Meeting Date: 05/03/2022
Item Title: GP&L Substation Instrument Transformers & Surge Arrestors
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 0443-21

Purchase Justification:

This request is to approve a Change Order for price increases related to instrument transformers and surge arrestors used in GP&L substations. The increases will be effective for the current Term Agreement renewal as well as subsequent renewals. While the unit prices have increased, the overall Term Agreement value will remain the same.

Evaluation:

Keasler Sales, LLC, was awarded the original BL 8433 in the amount of $900,000 at the March 16, 2021, City Council Meeting. The requested price increases require additional City Council approval.

Award Recommendation:

Vendor	***Item***	***Amount***
Keasler Sales, LLC	All	$900,000.00
	TOTAL:	**$900,000.00**

Basis for Award: Change Order
Purchase Requisition #: 47170

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: $900,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Electric CIP / Substations Upgrades Program

Term Contract sets price but does not commit funds. Expenses will be charged to Electric Substations Upgrades CIP accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:			
Budget Type:	CIP		
Fiscal Year:	2022		
Document Location:	Prop. CIP - Page 294		
Budget Director Approval:	Matthew Watson	Approval Date:	
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED:
REQ. NO. PR 47170
BID NO. 0443-21
PAGE: 1 of 1
BUYER: D. Gamero

ITEM	QTY	UNIT	DESCRIPTION	Keasler Sales, LLC UNIT PRICE	Keasler Sales, LLC TOTAL						
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ea	1	Change Order to BL 8433	$900,000.00	$900,000.00						
			TOTAL GROSS PRICE		$900,000.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$900,000.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$0.00**		# IonWave Notifications
LOW:	**$0.00**		# IonWave HUBS
SAVINGS:	**$0.00**		# Direct Contact HUBS
			# 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. d.**

Meeting Date: 05/03/2022
Item Title: GP&L Naaman Substation Rebuild Construction Services
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 0515-22

Purchase Justification:

This request is to provide labor, tools and equipment needed for the rebuild of the GP&L Naaman Substation. This is part of the approved Naaman Substation Rebuild CIP project to upgrade the substation from 69kV to 138kV. 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. Eight (8) bids were received. Four (4) bids were considered nonresponsive due to being outside the competitive range. Four (4) bids were within the competitive range and evaluated based on the published criteria. Primoris T&D Services, LLC, received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	***Item***	***Amount***
Primoris T&D Services, LLC	All	$607,016.21
Optional Contingency		121,403.24

	TOTAL:	**$728,419.45**

Basis for Award: Best Value
Purchase Requisition #: 46871

Fiscal Impact

Total Project/Account: $2,346,897
Expended/Encumbered to Date: 1,606,681
Balance: $740,216
This Item: 728,419

Proposed Balance: $11,797
Account #: 210-3799-3177601-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Substations Upgrades Program

Attachments

Bid Recap 1 of 2
Bid Recap 2 of 2

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2022
Document Location: Prop. CIP - Page 294

Budget Director Approval:	Matthew Watson	Approval Date:	04/22/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: March 24, 2022
REQ. NO. PR 46871
BID NO. 0515-22
PAGE: 1 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Primoris T&D Services, LLC UNIT PRICE	Primoris T&D Services, LLC TOTAL	Altitude Energy, LLC UNIT PRICE	Altitude Energy, LLC TOTAL	Power Line Services, Inc. UNIT PRICE	Power Line Services, Inc. TOTAL	IEA Corp. UNIT PRICE	IEA Corp. TOTAL
			Pricing for Evaluation		$607,016.21		$632,314.00		$799,886.00		$741,374.00
			Evaluation Criteria:								
			Price	Maximum=50	50.00		48.00		37.94		40.94
			Experience	Maximum=15	15.00		15.00		7.50		5.00
			Qualifications	Maximum=15	14.57		11.36		11.60		8.33
			Equipment	Maximum=05	5.00		5.00		5.00		0.00
			Safety	Maximum=15	13.00		13.00		12.00		6.80
			Total	Maximum=100	97.57		92.36		74.04		61.07
			TOTAL GROSS PRICE		$607,016.21		$632,314.00		$799,886.00		$741,374.00
			CASH DISCOUNT								
			TOTAL NET PRICE		$607,016.21		$632,314.00		$799,886.00		$741,374.00
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$632,314.00**
LOW:	**$607,016.21**
SAVINGS:	**$25,297.79**

274	# IonWave Notifications
24	# IonWave HUBS
4	# Direct Contact HUBS
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.

CITY OF GARLAND - BID RECAP SHEET
OPENED: March 24, 2022
REQ. NO. PR 46871
BID NO. 0515-22
PAGE: 2 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Bird Electric Enterprises, LLC UNIT PRICE	Bird Electric Enterprises, LLC TOTAL	Irby Construction Co. UNIT PRICE	Irby Construction Co. TOTAL	RES System 3, LLC UNIT PRICE	RES System 3, LLC TOTAL	Kiewit Infrastructure South UNIT PRICE	Kiewit Infrastructure South TOTAL
			Pricing for Evaluation		$927,942.00		$938,245.00		$1,140,630.00		$1,526,561.00
					Non-Responsive		Non-Responsive		Non-Responsive		Non-Responsive
			TOTAL GROSS PRICE								
			CASH DISCOUNT								
			TOTAL NET PRICE								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED			
			DELIVERY								

NEXT LOW:	**$632,314.00**	274	# IonWave Notifications
LOW:	**$607,016.21**	24	# IonWave HUBS
SAVINGS:	**$25,297.79**	4	# Direct Contact HUBS
		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. e.**

Meeting Date: 05/03/2022
Item Title: GP&L Underground Maintenance and Construction
Submitted By: Jonas Whitehead, GP&L Distribution Director
Bid Number: 0554-22

Purchase Justification:

This request is to provide construction labor to support Garland Power & Light's underground distribution operations. This request includes the replacement of underground distribution loops, failed distribution underground lines, electrical equipment and new construction. This request also allows for the replacement of failed underground street light conductors and the repair of street light bases. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing Procedures. Three (3) bids were received and evaluated based on the published criteria. Villatoro Construction, LLC, received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	***Item***	***Amount***
Villatoro Construction, LLC	All	$3,000,000.00

	TOTAL:	**$3,000,000.00**

Basis for Award: Best Value
Purchase Requisition #: 46974

Fiscal Impact

Total Project/Account:	N/A
Expended/Encumbered to Date:	N/A
Balance:	N/A
This Item:	$3,000,000
Proposed Balance:	N/A
Account #:	451-6999

Fund/Dept/Project – Description and Comments:

Electric CIP / Distribution Lines - Underground Program

Term Contract sets price but does not commit funds. Expenses will be charged to Electric Distribution Lines - Underground CIP accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:			
Budget Type:	CIP		
Fiscal Year:	2022		
Document Location:	Prop. CIP - Page 293		
Budget Director Approval:	Matthew Watson	Approval Date:	04/22/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: April 7, 2022
REQ. NO. PR 46974
BID NO. 0554-22
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Villatoro Construction, LLC. UNIT PRICE	Villatoro Construction, LLC. TOTAL	Bird Electric Enterprises, LLC UNIT PRICE	Bird Electric Enterprises, LLC TOTAL	MasTec North America, Inc. UNIT PRICE	MasTec North America, Inc. TOTAL	UNIT PRICE	TOTAL
			Line Item Pricing for Evaluation		$33,488.49		$35,853.05		$47,885.05		
			Evaluation Criteria:								
			Price	Maximum =35	35.00		32.70		24.50		
			Experience/Qualifications	Maximum =30	30.00		20.00		20.00		
			Safety	Maximum = 30	24.10		26.70		30.00		
			Pre-Bid Meeting Attendance	Maximum =5	0.00		5.00		5.00		
			Total	Maximum =100	89.10		84.40		79.50		
			TOTAL GROSS PRICE		$33,488.49		$35,853.05		$47,885.05		
			CASH DISCOUNT								
			TOTAL NET PRICE		$33,488.49		$35,853.05		$47,885.05		
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	$35,853.05	276	# IonWave Notifications
LOW:	$33,488.49	24	# IonWave HUBS
SAVINGS:	**$2,364.56**	4	# Direct Contact HUBS
		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. f.**

Meeting Date: 05/03/2022
Item Title: GP&L College and Brand Road Substation Terminal Upgrades
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 0415-22

Purchase Justification:

This request is to provide construction services for terminal upgrades at the GP&L College and Brand Road Substations. This is part of the approved GP&L Substation Terminal Upgrades CIP project for transmission line upgrades requested by ERCOT. 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. Eight (8) bids were received. One (1) bid was considered nonresponsive due to being outside the competitive range. Seven (7) bids were within the competitive range and evaluated based on the published criteria. Emerald Electrical Consultants received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	***Item***	***Amount***
Emerald Electrical Consultants	All	$206,884.29
Optional Contingency		41,376.86
	TOTAL:	**$248,261.15**

Basis for Award: Best Value
Purchase Requisition #: 46720

Fiscal Impact

Total Project/Account:	$8,841,987
Expended/Encumbered to Date:	639,156
Balance:	$8,202,831
This Item:	248,261

Proposed Balance: $7,954,570
Account #: 210-3799-3179501-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Substations Upgrades Program

Attachments

Bid Recap 1 of 2
Bid Recap 2 of 2

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2022
Document Location: Prop. CIP - Page 294

Budget Director Approval:	Matthew Watson	Approval Date:	04/22/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: March 3, 2022
REQ. NO. PR 46720
BID NO. 0415-22
PAGE: 1 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Emerald Electrical Consultants UNIT PRICE	Emerald Electrical Consultants TOTAL	Prmoris T&D Services UNIT PRICE	Prmoris T&D Services TOTAL	Kiewit Infrastructure South UNIT PRICE	Kiewit Infrastructure South TOTAL	IEA Corp. UNIT PRICE	IEA Corp. TOTAL
			Price for Evaluation		$206,884.29		$223,805.76		$337,146.70		$228,188.89
			Evaluation Criteria:								
			Price	Maximum=50	50.00		46.22		31.00		45.00
			Experience	Maximum=15	15.00		15.00		15.00		15.00
			Qualifications	Maximum=15	5.80		8.30		12.50		2.50
			Equipment	Maximum=5	5.00		2.50		5.00		5.00
			Safety	Maximum=15	12.40		13.00		12.00		6.80
			Total	Maximum=100	88.20		85.02		75.50		74.30
			TOTAL GROSS PRICE		$206,884.29		$223,805.76		$337,146.70		$228,188.89
			CASH DISCOUNT								
			TOTAL NET PRICE		$206,884.29		$223,805.76		$337,146.70		$228,188.89
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$223,805.76**	274	# IonWave Notifications
LOW:	**$206,884.29**	24	# IonWave HUBS
SAVINGS:	**$16,921.47**	4	# Direct Contact HUBS
		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.

CITY OF GARLAND - BID RECAP SHEET
OPENED: March 3, 2022
REQ. NO. PR 46720
BID NO. 0415-22
PAGE: 2 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	RES System 3, LLC UNIT PRICE	RES System 3, LLC TOTAL	Bird Electric Enterprises, LLC UNIT PRICE	Bird Electric Enterprises, LLC TOTAL	Irby Construction Company UNIT PRICE	Irby Construction Company TOTAL	Power Line Services UNIT PRICE	Power Line Services TOTAL
			Price for Evaluation		$360,340.00		$335,632.00		$444,223.00		$599,997.86
											Non-Responsive
			Evaluation Criteria:								
			Price	Maximum=50	29.00		31.00		23.00		
			Experience	Maximum=15	15.00		15.00		7.00		
			Qualifications	Maximum=15	15.00		2.50		11.60		
			Equipment	Maximum=5	5.00		5.00		2.50		
			Safety	Maximum=15	9.00		5.00		14.00		
			Total	Maximum=100	73.00		58.50		58.10		
			TOTAL GROSS PRICE		$360,340.00		$335,632.00		$444,223.00		
			CASH DISCOUNT								
			TOTAL NET PRICE		$360,340.00		$335,632.00		$444,223.00		
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$223,805.76**	274	# IonWave Notifications
LOW:	**$206,884.29**	24	# IonWave HUBS
SAVINGS:	**$16,921.47**	4	# Direct Contact HUBS
		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. g.**

Meeting Date: 05/03/2022

Item Title: TMPA Dansby to Steep Hollow 138kV Transmission Line Rebuild Engineering Services

Submitted By: Steve Martin, GP&L Transmission Director

Bid Number: 0686-22

Purchase Justification:

This request is for engineering services associated with the rebuild of portions of the TMPA Dansby Plant to Steep Hollow segment of the Gibbons Creek to Dansby 138kV Transmission Line. M&S Engineering will provide engineering design packages and required deliverables to facilitate the coordination and ultimate rebuild of the 17-mile 138kV transmission line segment. They will also provide construction support services during construction and a post-construction LIDAR flight. This is part of the approved TMPA Dansby to Steep Hollow Rebuild CIP project and will be reimbursed at 100%.

Evaluation:

M&S Engineering was selected as the Most Qualified firm for this project from RFQ 0753-19 based on their successful completion of the Keith Switch to Steep Hollow segment of this project.

Award Recommendation:

Vendor	***Item***	***Amount***
M&S Engineering	All	$738,755.00

	TOTAL:	**$738,755.00**

Basis for Award: Most Qualified

Purchase Requisition #: 47187

Fiscal Impact

Total Project/Account: $2,000,000

Expended/Encumbered to Date: 20,350

Balance: $1,979,650

This Item:	738,755
Proposed Balance:	$1,240,895
Account #:	215-3542-3147101-7111

Fund/Dept/Project – Description and Comments:

Electric CIP / Transmission Lines Program

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2022
Document Location:	Prop. CIP - Page 288

Budget Director Approval:	Matthew Watson	Approval Date:	04/22/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/20/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED:
REQ. NO. PR 47187
BID NO. 0686-22
PAGE: 1 of 1
BUYER: D. Gamero

ITEM	QTY	UNIT	DESCRIPTION	M&S Engineering UNIT PRICE	M&S Engineering TOTAL						
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ea	1	TMPA Dansby to Steep Hollow	$738,755.00	$738,755.00						
			138kV Transmission Line Rebuild								
			Engineering Services								
			TOTAL GROSS PRICE		$738,755.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$738,755.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	**$0.00**		# IonWave Notifications
LOW:	**$0.00**		# IonWave HUBS
SAVINGS:	**$0.00**		# Direct Contact HUBS
			# 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. h.**

Meeting Date: 05/03/2022
Item Title: Golf Carts
Bid Number: 0694-22

Purchase Justification:

This request is for the replacement purchase of 240 golf carts, two (2) beverage carts, two (2) range pickers and a GPS system to be utilized by the Firewheel Golf Park. A trade-in of 240 golf carts, two (2) beverage carts and two (2) range pickers is reflected in the final price.

Evaluation:

The carts, pickers and GPS system are available from EZ-GO Textron through the BuyBoard Cooperative Purchasing Contract 611-20.

Award Recommendation:

Vendor	***Item***	***Amount***
EZ-GO Textron	All	$1,225,569.08

	TOTAL:	**$1,225,569.08**

Basis for Award: Cooperative Purchase
Purchase Requisition #: 47205

Fiscal Impact

Total Project/Account:	$2,134,800
Expended/Encumbered to Date:	1,009,040
Balance:	$1,125,760
This Item:	1,225,569
Proposed Balance:	($99,809)
Account #:	256-4419-3653118-9007

Fund/Dept/Project – Description and Comments:

Municipal Facilities and Miscellaneous Tax Supported / Firewheel Golf Park Cart Replacements

The 2022 Cart Replacements CIP is funded by Tax Notes. A revision of the CIP will be brought to Council at a later date to utilize additional Tax Note capacity to cover this overage.

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2022
Document Location:	Prop. CIP - Page 204

Budget Director Approval:	Matthew Watson	Approval Date:	04/25/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/22/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED: N/A
REQ. NO. PR 47205
BID NO. 0694-22
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	EZ-GO Textron (Southwest) UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	240	ea.	2023 Golf carts, RXV Elite	$7,968.68	$1,912,483.20						
2	2	ea.	2023 Refresher Oasis, beverage cart	$18,935.62	$37,871.24						
3	2	ea.	2023 Hauler 1200 Gas, Ranger Picker	$12,401.47	$24,802.94						
4	110	ea.	2023 Pace 7 GPS System lease for 48 months	$1,276.47	$140,411.70						
5	130	ea.	Trade-in credit for 2019 E-Z GO, TXT Golf carts	-$2,750.00	-$357,500.00						
6	110	ea.	Trade-in credit for 2019 E-Z-GO, RXV Golf carts	-$4,750.00	-$522,500.00						
7	2	ea.	Trade-in credit for 2019 Cushman Utility	-$2,800.00	-$5,600.00						
8	2	ea.	Trade-in credit for 2019 Cushman Utility	-$2,200.00	-$4,400.00						
			TOTAL GROSS PRICE		$1,225,569.08						
			CASH DISCOUNT								
			TOTAL NET PRICE		$1,225,569.08						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW: **n/a**
LOW: **n/a**
SAVINGS: **n/a**

n/a # IonWave Notifications
n/a # IonWave HUBS
n/a # Direct Contact HUBS
n/a # 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. i.**

Meeting Date: 05/03/2022
Item Title: Shiloh Road (Kingsley to Miller) - Engineering Services
Submitted By: Laura Dunn, Strategic Projects and Capital Portfolio Manager
Bid Number: 0727-22

Purchase Justification:

This request is for engineering services associated with the Shiloh Road project between W. Kingsley Road and W. Miller Road. Shiloh Road is expanding from a 4-lane divided concrete street to a 6-lane divided concrete street with side paths. Services include design and construction documents, surveys, right-of-way (ROW) acquisition and negotiations, geotechnical, subsurface utility engineering, and construction phase services to facilitate the construction of the road segment. In addition to the design and construction plans, the consultant will provide assistance with environmental clearances required for this project. This project was approved in the 2022 CIP and is primarily funded by Federal and County contributions. Council approved the Advanced Funding Agreements with TxDOT at the April 19, 2022, Regular Session.

Evaluation:

CP&Y, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19 and recently completed the alignment study for the proposed improvements.

Award Recommendation:

Vendor	***Item***	***Amount***
CP&Y, Inc.	All	$2,868,485.00
	TOTAL:	**$2,868,485.00**

Basis for Award: Most Qualified
Purchase Requisition #: 47204

Fiscal Impact

Total Project/Account: $32,740,991
Expended/Encumbered to Date: 3,189,727

Balance:	$29,551,264
This Item:	2,868,485
Proposed Balance:	$26,682,779
Account #:	650-1429-1431719-710120, 651-1429-1431719-710120, 220-4049-3019200-9214, 230-4149-3215700-9305

Fund/Dept/Project – Description and Comments:

Streets/Transportation CIP: Shiloh Road - Kingsley Rd. to Miller Rd.:

Design Services (Segment B Impact Fees)	Engineering	$4 57,790
Design Services (Bond Funds)	Engineering	2,178,185
Water CIP (Relocation of Mains Prior to Paving)	Water	109,230
Wastewater CIP (Relocation of Mains Prior to Paving)	Wastewater	123,280
	TOTAL	**$2,868,485**

Attachments

Bid Recap

Fiscal Reference:	
Budget Type:	CIP
Fiscal Year:	2022
Document Location:	Prop. CIP - Pages 104, 244, & 269

Budget Director Approval:	Matthew Watson	Approval Date:	04/28/2022
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	04/28/2022

CITY OF GARLAND - BID RECAP SHEET
OPENED:
REQ. NO. PR
BID NO. 0727-22
PAGE: 1 of 1
BUYER: D. Gamero

ITEM	QTY	UNIT	DESCRIPTION	CP&Y, Inc. UNIT PRICE	CP&Y, Inc. TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ea	1	Shiloh Road (Kingsley to Miller)	$2,868,485.00	$2,868,485.00						
			Engineering Services								
			TOTAL GROSS PRICE		$2,868,485.00						
			CASH DISCOUNT								
			TOTAL NET PRICE		$2,868,485.00						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW: **$0.00**
LOW: **$0.00**
SAVINGS: **$0.00**

IonWave Notifications
IonWave HUBS
Direct Contact HUBS
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

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. a.**

Meeting Date: 05/03/2022

Item Title: Z 21-50 Kimley-Horn (District 1)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-50 Kimley-Horn

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-50 Ordinance

Z 21-50 Exhibit A

Z 21-50 Exhibit B

Z 21-50 Exhibits C-E

ZONING FILE NO. Z 21-50

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A DETAIL PLAN FOR AN AUTOMOBILE REPAIR, MINOR USE ON A 1.3504-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT 06-28 FOR COMMUNITY RETAIL USES AND LOCATED AT 2999 NORTH PRESIDENT GEORGE BUSH TURNPIKE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 28th day of March, 2022, the Plan Commission did consider and make recommendations on a certain request for a Detail Plan for an Automobile Repair, Minor Use made by **Kimley-Horn;** and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Detail Plan for an Automobile Repair, Minor Use on a 1.3504–acre tract of land zoned Planned Development(PD) District 06-28 for Community Retail Uses and located at 2999 North President George Bush Turnpike and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

PASSED AND APPROVED this_____ day of _____, 2022.

FILE NO. Z 21-50

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-50

BEING Lot 7, in Block 1, of Firewheel Plaza, an Addition to the City of Garland, Dallas County, Texas, according to

the Map thereof recorded under Clerk's File No. 20070013334, Map Records, Dallas County, Texas; together with Ratification of Plat filed of record January 10,2007 and recorded under Clerk's File No. 20070013412, Real

Property Records, Dallas County, Texas.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 21-50

2999 NORTH PRESIDENT GEORGE BUSH TURNPIKE

I. Statement of Purpose: The purpose of this Planned Development District is to allow the development of an Automobile Repair, Minor Use.

II. Statement of Effect: This Planned Development (PD) shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773 and Community Retail (CR) District, as amended prior to the adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Community Retail (CR) District and Planned Development (PD) District 06-28 as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

A. Detail Plan: Development is to be in general conformance with the approved site plan labeled Exhibit C, D, and E. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.

V. Detail Plan:

A. Site Plan: The site shall be in conformance with the site layout in Exhibit C.

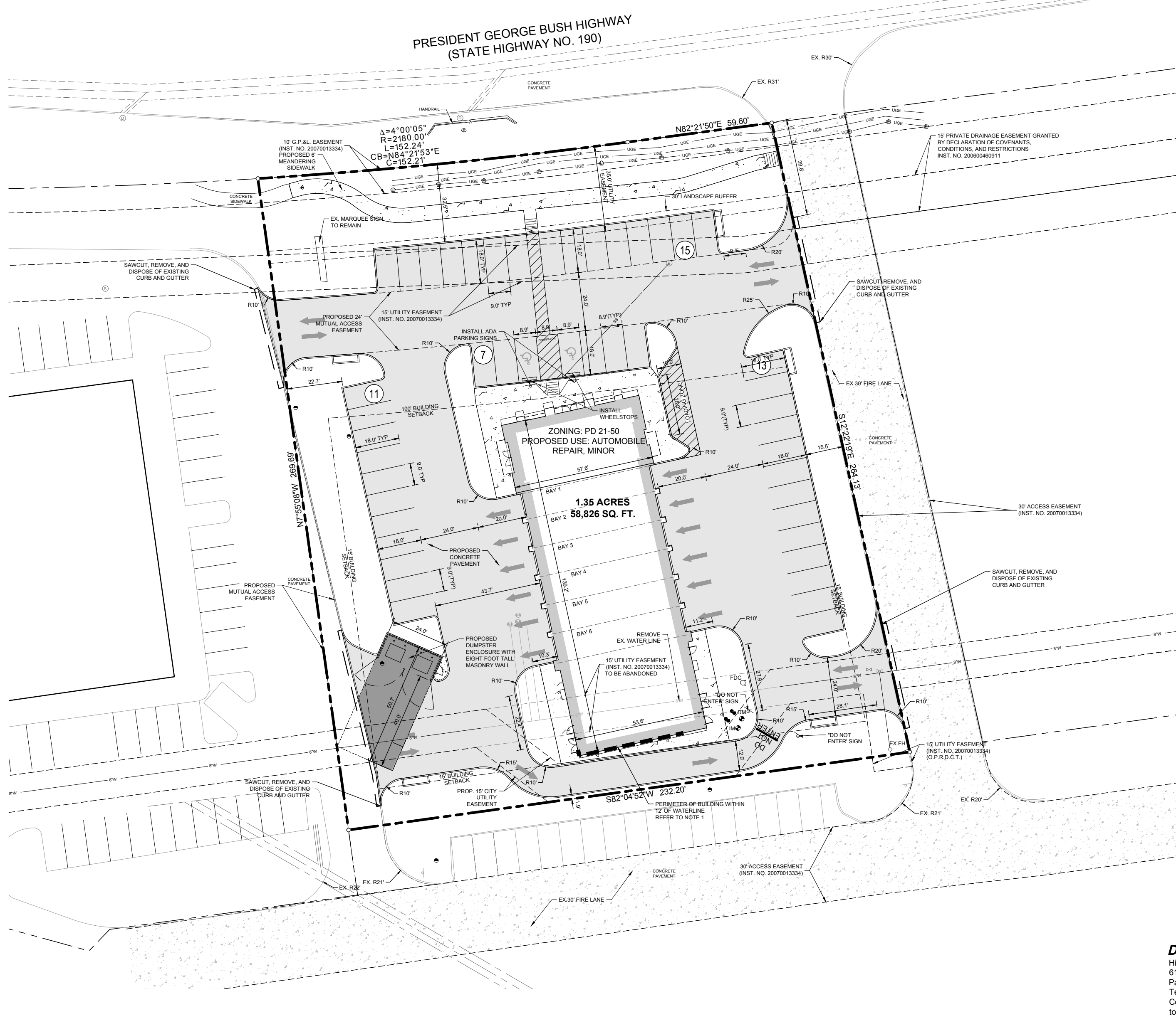
A. Landscaping and Screening: Landscaping and screening shall be in conformance with Exhibit D.

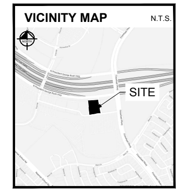
B. Building Elevations: Building elevations shall be in general conformance with Exhibit E.

C. Vehicle Repair: The Automobile Repair, Minor Use shall not store a wrecker or vehicles on site.

EXHIBIT B

EXIHBIT C





N
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0 20' 40'
GRAPHIC SCALE 20'

SITE DATA TABLE	
LOT 7, BLOCK 1	
ZONING	PD 21-50
PROPOSED USE	AUTOMOBILE REPAIR, MINOR
BUILDING HEIGHT	21'-4"
BUILDING AREA	7,815 SF
SERVICE BAYS	6 BAYS
PARKING REQUIRED	32 SPACES
REQUIRED PARKING RATIO	1/400SF + 2 PER SERVICE BAY
PARKING PROVIDED	46 SPACES
LAND AREA	1.35 ACRES
HANDICAP REQUIRED	2 SPACES
HANDICAP PROVIDED	2 SPACES
COVERAGE	13.29%

NOTES:
1. BUILDING SHALL HAVE ADDITIONAL STRUCTURAL REQUIREMENTS DUE TO THE PROXIMITY OF THE WATER MAIN. DETAILS TO BE PROVIDED IN CONSTRUCTION DRAWINGS.
2. 14 SECURE VEHICLE STORAGE SPACES ARE AVAILABLE INSIDE THE BUILDING FOR OVERNIGHT PARKING.
3. EXISTING CONTOURS ARE FROM KIMLEY-HORN TOPOGRAPHIC SURVEY DATED 08/25/2021
4. CITY DETAILS TAKE PRECEDENCE IN CITY R.O.W. AND EASEMENTS.

LEGEND

Symbol	Description
	PROPOSED BUILDING
	PROPOSED STANDARD DUTY PAVEMENT
	PROPOSED DUMPSTER PAVEMENT
	PROPOSED SIDEWALK
	EXISTING FIRE LANE
	EXISTING UTILITY EASEMENT TO BE ABANDONED
	OPERATIONALTRAFFIC DIRECTIONAL ARROW
	BARRIER FREE RAMP (BFR)
	ACCESSIBLE PARKING SYMBOL
(X)	NUMBER OF PARKING SPACES
WM	WATER METER (AND VAULT)
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
(S)	SANITARY SEWER MANHOLE
[T]	TRANSFORMER PAD
	CURB INLET
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
TYP	TYPICAL
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
BFR	BARRIER FREE RAMP
SW	SIDEWALK
BL	BUILDING LINE/SETBACK
CI	CURB INLET
GI	GRATE INLET
WI	WYE INLET
JB	JUNCTION BOX
MH	MANHOLE
EX	EXISTING
PROP.	PROPOSED

BENCH MARK LIST

The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on August 7, 2020 with an applied combined scale factor of 1.000136506.

BM#100 MAG NAIL WITH "YP CONTROL POINT" SHINER SET IN THE BACK OF CURB ON THE WEST SIDE OF AN ACCESS ROAD, BEING ±7' NORTHEAST OF A FIRE HYDRANT, ±16' NORTH OF A STOP SIGN AND ±33' SOUTHEAST OF A WATER VALVE.
N: 7033229.72'
E: 2548469.50'
ELEV: 523.45'

BM#102 MAG NAIL WITH "YP CONTROL POINT" SHINER SET IN THE BACK OF CURB OF A PARKING LOT TO THE WEST OF THE SITE, BEING ±30' SOUTHWEST OF A BRICK MARQUEE SIGN, ±44' NORTHWEST OF A LIGHT POLE AND ±66' SOUTHEAST OF A SANITARY SEWER MANHOLE.
N: 7033410.14'
E: 2548206.42'
ELEV: 523.91'

811
Know what's below.
Call before you dig.

DEVELOPER/OWNER:
Higginbotham Concepts, LLC
6102 Palo Cristi
Paradise Valley, Arizona 85253
Tel. No. (602) 620-6057
Contact: Tom Higginbotham
tom@vdevs.com

ENGINEER:
Kimley-Horn and Associates, Inc.
260 East Davis Street, Suite 100
McKinney, Texas 75069
Tel. No. (469) 301-2580
Contact: Michael T. Doggett, P.E.
michael.doggett@kimley-horn.com

CASE NO. 211005-1

No.	REVISIONS	DATE	BY

Kimley-Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding, or permit purposes.
Kimley-Horn
Engineer MICHAEL T. DOGGETT
P.E. No. 98628 Date APRIL 2022

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
064579601	APRIL 2022	AS SHOWN	MTD	AB	MTD

SUN AUTO GARLAND
2999 N GEORGE BUSH HWY
LOT 7R, BLOCK 1
FIREWHEEL PLAZA
GARLAND, TEXAS

GARLAND
TEXAS MADE HERE

SITE PLAN

CASE NO. 211005-1

SHEET NUMBER
C-104

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES City Logo_ : snazzy-image (10) : Vicinity Map : EPSG2276_Date20210714_Lat32.944589_Lon-96.613017_Mpp0.299 : City Logo_ : Vicinity Map : EPSG2276_Date20210714_Lat32.946293_Lon-96.610824_Mpp0.075 :
XREFS xStrm : xSurv : xUtil : xBrdr : xSite : xAerial : xEASE : xHtch
LAST SAVED 4/12/2022 2:26 PM
PLOTTED BY TUTT, STEPHANIE 4/12/2022 2:26 PM
DWG PATH K:\MKN_CIVIL\064579601-SUN AUTO - GARLAND\CAD\PLANSHEETS
DWG NAME SITE PLAN.DWG , [SITE PLAN]

EXIHBIT D

Sun Auto - Garland
Code Calculations Chart

Site Data	**AC**	**SF**
Total Site Area	1.35	58,826
Surface Parking Spaces	48	
Site Landscape Area	**Required (% / SF)**	**Provided (% / SF)**
10% of site to be landscaped	10%	27%
	5,883	15,661
Street Frontage	**Required**	**Provided**
President George Bush Turnpike (235 LF)*		
1 tree/ 30 LF	8	8
7 shrubs/ 30 LF	55	55
Parking Lot	**Required**	**Provided**
1 shade tree/ 10 parking spaces	5	8
NOTE: Tree must be within 65' of every parking space		
5% of parking lot area to be landscaped ***(51,101 SF)***	5%	22%
	2,551	11,281
Continuous Parking Lot Screen	Yes	Yes

*Existing Trees to Remain

PLANT SCHEDULE

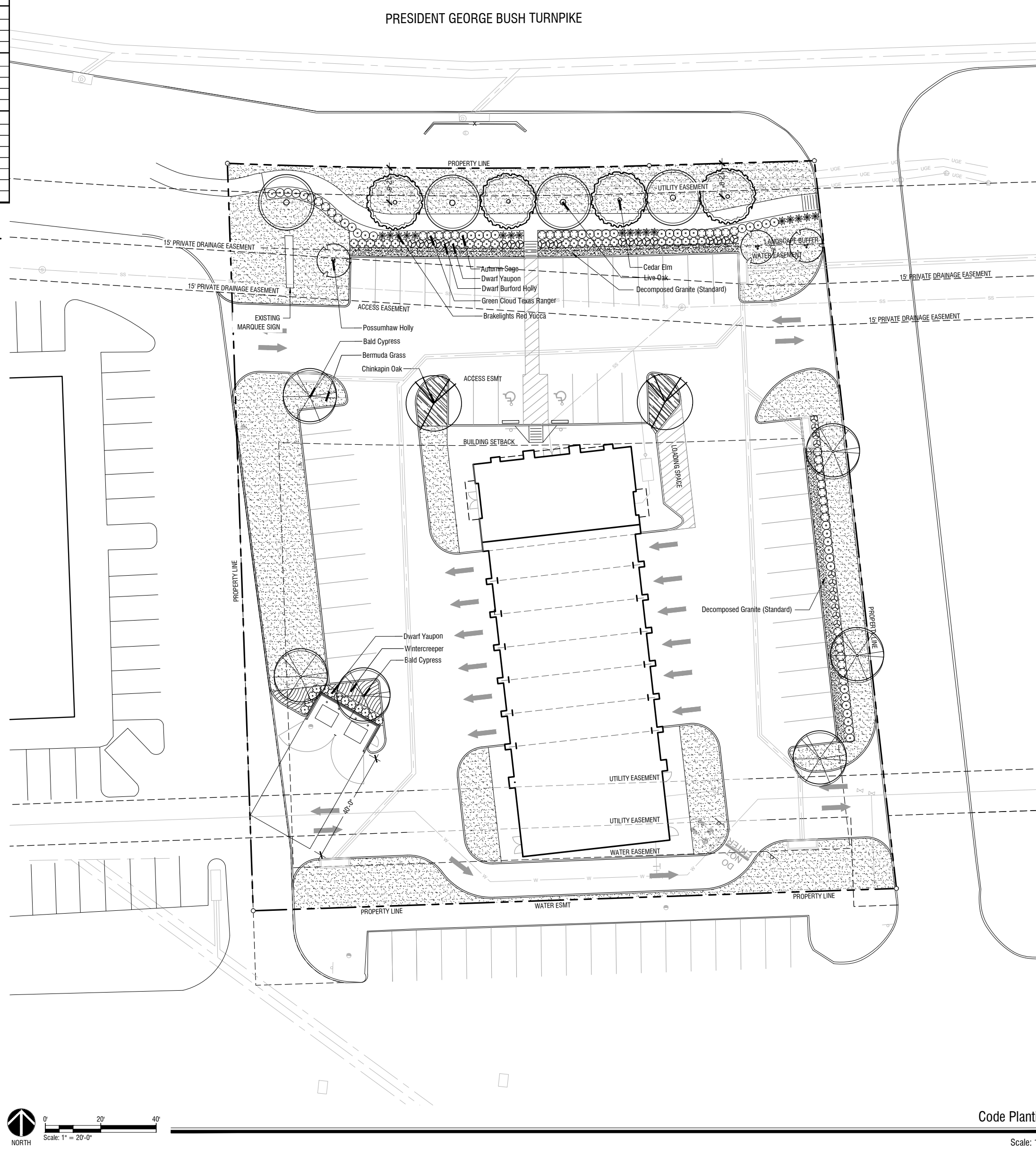
TREES	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Bald Cypress / Taxodium distichum	3" cal	10`-12` ht		6	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Cedar Elm / Ulmus crassifolia	3" cal	10`-12` ht		4	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Chinkapin Oak / Quercus muehlenbergii	3" cal	10`-12` ht		2	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Live Oak / Quercus virginiana	3" cal	10`-12` ht		4	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
FLOWERING TREES	**COMMON / BOTANICAL NAME**	**CONT.**	**SIZE**	**SPACING**	**QTY**	**REMARKS**
	Possumhaw Holly / Ilex decidua	2" cal	7`-8` ht		3	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK (3 MIN.), TREE FORM
SHRUBS	**COMMON / BOTANICAL NAME**	**CONT.**	**SIZE**	**SPACING**	**QTY**	**REMARKS**
	Autumn Sage / Salvia greggii	5 gal	24" h x 24" w	36" OC	30	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Brakelights Red Yucca / Hesperaloe parviflora `Brakelights` TM	5 gal	24" h x 24" w	36" OC	18	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Burford Holly / Ilex cornuta 'Dwarf Burford'	5 gal	24" h x 24" w	36" OC	20	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Southern Wax Myrtle / Myrica pusilla	5 gal	30" h x 24" w	36" OC	13	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Yaupon / Ilex vomitoria `Nana`	5 gal	24" h x 24" w	36" OC	39	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Green Cloud Texas Ranger / Leucophyllum frutescens `Green Cloud` TM	5 gal	24" h x 24" w	36" OC	36	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Rose Creek Abelia / Abelia x `Rose Creek`	3 gal	24" h x 18" w	36" OC	11	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
GROUND COVERS	**COMMON / BOTANICAL NAME**	**CONT.**	**SIZE**	**SPACING**	**QTY**	
	Bermuda Grass / Cynodon dactylon	sod			12,751 sf	REFER TO SPECIFICATIONS
	Big Blue Lilyturf / Liriope muscari `Big Blue`	1 gal	12" h x 12" w	18" o.c.	159	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Wintercreeper / Euonymus fortunei	1 gal	8"h x 8"w	18" o.c.	91	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
5. FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
6. ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
7. LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (REFER TO MATERIALS PAGE) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
8. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. LATEST EDITION AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
10. ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
11. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
12. PLANT MATERIAL SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS OPAQUE HEDGE IF REQUIRED.
13. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
14. ALL LIME STABILIZED SOIL & INORGANIC SELECT FILL FOR BUILDING SHOULD BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPORTED TOPSOIL FILL.
15. TREES OVERHANGING PEDESTRIAN WALKWAYS AND PARKING SHALL HAVE A 7' MINIMUM CLEAR TRUNK HEIGHT TO MEET ACCESSIBILITY STANDARDS. TREES OVERHANGING PUBLIC STREETS, DRIVE AISLES, AND FIRE LANES SHALL HAVE A 14' MINIMUM CLEAR TRUNK HEIGHT
16. CONTRACTOR TO PROVIDE 18 MONTH WARRANTY AFTER ALL CONSTRUCTION IS COMPLETE.
17. PUBLIC RIGHT OF WAY, EASEMENTS AND COMMON AREAS MUST BE STABILIZED WITH PERENNIAL VEGETATION COVER, FULLY ESTABLISHED WITH 100% COVERAGE, OR OTHER APPROVED STABILIZATION METHOD.

GRADING NOTES:

1. ALL PROPOSED AND FINISHED GRADES PROVIDED BY KIMLEY HORN ARE BASED ON INFORMATION PROVIDED BY THE SURVEYOR AND / OR CIVIL ENGINEER, ANY DISCREPANCIES IN ACTUAL GRADES ARE TO REPORTED TO OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT IMMEDIATELY
2. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN FIELD FOR APPROVAL BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
3. SIDEWALKS ARE TO BE CONSTRUCTED WITH A LONGITUDINAL SLOPE LESS THAN 4.5% (UNLESS SPECIFIED AS A RAMP) AND A CROSS SLOPE LESS THAN 1.5%. CONTRACTOR IS RESPONSIBLE FOR SIDEWALK GRADING, TO ENSURE ACCESSIBILITY AND COMPLIANCE WITH ALL ACCESSIBILITY STANDARDS. CONTACT OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT WITH ANY DISCREPANCIES PRIOR TO HARDSCAPE INSTALLATION.
4. KIMLEY-HORN ASSUMES NO RESPONSIBILITY FOR ANY EXCAVATION OR GRADING NOT SHOWN ON PLANS
5. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS.
6. CONTRACTOR SHOULD BE FAMILIAR WITH ALL CITY PERMITS.
7. CONTRACTOR SHALL CONSULT WITH KIMLEY HORN (THROUGH OWNERS REPRESENTATIVE) THROUGHOUT CONSTRUCTION WITH ANY DISCREPANCIES, TO ALLEVIATE POTENTIAL COSTS TO THE OWNER DUE TO CHANGE ORDERS AND REPAIRS RESULTING FROM DESIGN CONFLICTS OR MISINTERPRETATION OF THE DESIGN INTENT. FIELD CHANGES TO THE CONSTRUCTION PLANS WITHOUT THE LANDSCAPE ARCHITECTS APPROVAL INVALIDATES THE LANDSCAPE ARCHITECTS RESPONSIBILITY TO THE BUILT WORK.



Code Planting Plan

Scale: 1" = 20'-0"

A

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES City Logo_ : Vicinity Map :
XREFS xBrdr : xUtil : xSite : xSurv : xPlant : above grade - detail_ornamental : Above Grade - Detail_TSS cont- 5 or smaller : Detail_shrub- groundcover : xStrm
LAST SAVED 4/11/2022 2:38 PM
PLOTTED BY FERRARA, NICK 4/11/2022 2:38 PM
DWG PATH K:\MKN_LALP_PROJECTS\064579601 - SUN AUTO - GARLAND\CAD\SHEETS\CIVIL SP
DWG NAME L1.00 CODE PLANTING PLAN.DWG , [L1.00 CODE PLANTING PLAN]

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

REGISTERED LANDSCAPE ARCHITECT COURTNEY SMITH 3323 STATE OF TEXAS

KHA PROJECT	064579601
DATE	APRIL 2022
SCALE	AS SHOWN
DESIGNED BY	JRK
DRAWN BY	JRK
CHECKED BY	CLS

SUN AUTO GARLAND
2999 N GEORGE BUSH HWY
LOT 7R, BLOCK 1
FIREWHEEL PLAZA
GARLAND, TEXAS

GARLAND
TEXAS MADE HERE

CODE PLANTING PLAN

CASE NO. 211005-1

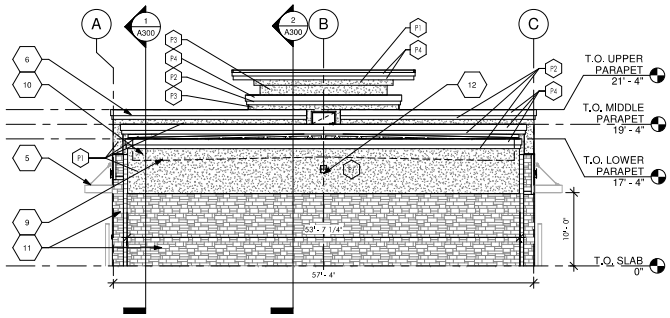
SHEET NUMBER
L1.00

EXHIBIT E

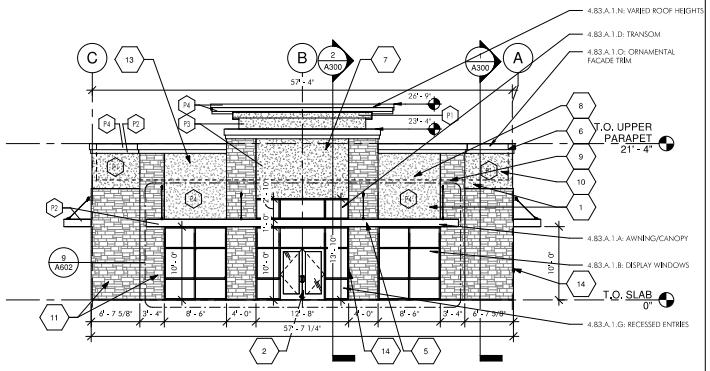
KEYNOTE LEGEND - ELEVATION	
#	DESCRIPTION
1	STUCCO - SAND FINISHED - PAINTED
2	ALUMINUM STOREFRONT - VERIFY COLOR WITH OWNER
3	H.M. DOOR - PAINTED - VERIFY COLOR WITH OWNER
4	OVERHEAD DOOR WITH HIGH LIFT REF. O.H. DOOR DETAIL - CLOPAY 524 MANF. WHITE
5	METAL AWNING - FABRICATED - PAINTED
6	EIFS TRIM - 2X6 OVER 2X10 PLANT ON
7	SIGNAGE BY OTHER
8	MECHANICAL ROOFTOP UNIT - SCREENED BY MIN. 4'-0" PARAPET WALL
9	LINE OF ROOF BEYOND - 1/4":12" SLOPE
10	PARAPET WALL
11	NATURAL LIMESTONE VENEER IN ASHLAR PATTERN (VERIFY THICK OR THIN SET METHOD FOR APPLICATIONS ON FRAMED WALL VS. CMU)
12	WALL PACK LIGHTING REF. ELECTRICAL - VERIFY FINAL LOCATION
13	14" TALL (MIN.) ADDRESS # - VISIBLE FROM PUBLIC ACCESS - ILLUMINATED FROM DUSK TO DAWN-VERIFY WITH FIRE MARSHAL
14	RECESSED KNOX BOX LOCATION - VERIFY FINAL LOCATION WITH FIRE MARSHAL - 3'0" FROM DOOR - 6'0" RECOMMENDED MOUNTING HEIGHT
15	6" STEEL CONCRETE FILLED BOLLARD - PAINTED HIGHS YELLOW - VERIFY WITH TENANT (OPTIONAL STEEL ANGLE MOUNTED ON GARAGE BAY CORNERS)

EXTERIOR FINISH LEGEND

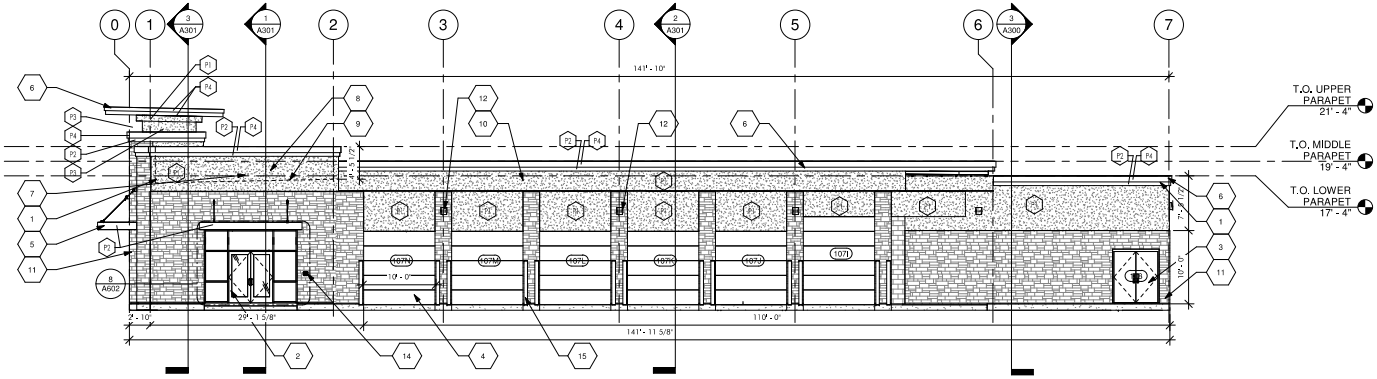
P1 - PAINT: SHERWIN WILLIAMS #SW7689 ROWHOUSE TAN
P2 - PAINT: RED TO MATCH AWNING
P3 - PAINT: SHERWIN WILLIAMS #SW6119 ANTIQUE WHITE
P4 - PAINT: SHERWIN WILLIAMS #SW7509 TIKI HUT



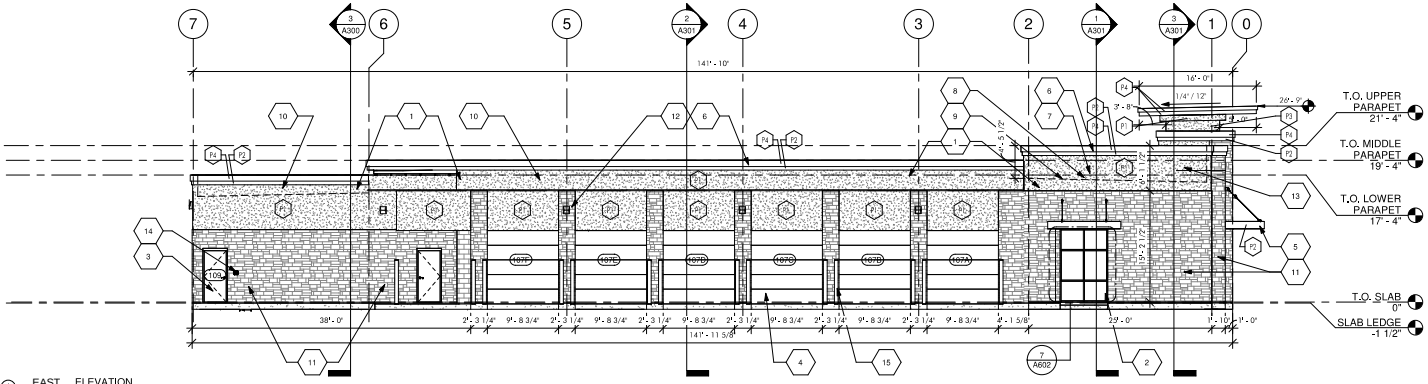
4 SOUTH ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION FACING PRESIDENT GEORGE BUSH HIGHWAY
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"

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103 woods lane
cedar park, tx 78613
ryan@modedc.us | www.modedc.us
+ 1 512 733 1150

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

SUN AUTO - GARLAND

VERTICAL DEVELOPMENT
2999 N PRESIDENT GEORGE BUSH HWY
GARLAND, TX 75040

PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
21121-05
DATE ISSUED
02/17/2022
SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A200

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. b.**

Meeting Date: 05/03/2022

Item Title: Z 21-54 Randall Reed's Planet Ford 635 (District 5)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-54 Randall Reed's Planet Ford 635

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-54 Ordinance

Z 21-54 Exhibit A

Z 21-54 Exhibit B

Z 21-54 Exhibit C

ZONING FILE NO. Z 21-54

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR AUTOMOBILE SALES, NEW OR USED ON A 18.2261-ACRE TRACT OF LAND ZONED INDUSTRIAL (IN) DISTRICT AND LOCATED AT 3601 SOUTH SHILOH ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 28th day of March, 2022, the Plan Commission did consider and make recommendations on a certain request for a Specific Use Provision for Automobile Sales, New or Used on a property zoned Industrial (IN) District by **Randall Reed's Planet Ford 635;** and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for Automobile Sales, New or Used on a 18.2261-acre tract of land zoned Industrial (IN) District and located at 3601 South Shiloh Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 21-54

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-54

BEING A 18.2261-ACRE TRACT OF LAND SITUATED IN THE W.W. KEEN SURVEY, ABSTRACT NUMBER 740, CITY OF GARLAND, DALLAS COUNTY. TEXAS, BEING ALL OF TELEDYNE GEOTECH ADDITION, AN ADDITION TO THE CITY OF GARLAND, AS RECORDED IN VOLUME 83097, PAGE 2222, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.) ALSO BEING ALL OF THAT CALLED 17.615 ACRE TRACT OF LAND DESCRIBED IN DEED TO DIBECK PROPERTIES LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 95064, PAGE 00012, D.R.D.C.T., LESS THAT PORTION OF SUCH TRACT CONVEYED TO THE CITY OF GARLAND IN DEDICATION DEED RECORDED IN DOCUMENT 201400202175, DEED RECORDS, DALLAS COUNTY, TEXAS, ALSO BEING ALL OF THAT CALLED 28,000 SQUARE FOOT TRACT OF LAND DESCRIBED IN DEED TO DIBECK PROPERTIES LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 95243, PAGE 02947, D.R.D.C.T., AND TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARING BASIS IS THE NORTH RIGHT-OF-WAY LINE OF MCCREE ROAD BEING NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST)

COMMENCING AT A POINT FOR THE NORTHEAST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF S. SHILOH ROAD (100 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF OAKLAND STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY):

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF OAKLAND STREET, ALONG SAID EAST LINE OF TELEDYNE GEOTECH ADDITION AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE 0F S. SHILOH ROAD A DISTANCE 0E 24.10 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE POINT OP BEGINNING;

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID EAST LINE OF TELEDYNE GEOTECH ADDITION AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF S. SHILOH ROAD A DISTANCE OF 1156.32 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO TRAINING CENTERS, INC., AS RECORDED IN VOLUME
4313, PAGE 496, D.R.D.C.T.;

THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF S. SHILOH ROAD AND ALONG THE COMMON LINE OF SAID TELEDYNE GEOTECH ADDITION AND SAID TRAINING CENTERS, INC. TRACT, A DISTANCE OF 300.00 FEET TO A FOUND X” CUT IN CONCRETE FOR THE NORTHWEST CORNER OR SAID TRAINING CENTERS, INC. TRACT AND THE NORTHEAST CORNER 0E SAID CALLED 28,000 SQUARE LOOT TRACT;

THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE COMMON LINE 0E SAID TRAINING CENTERS, INC. TRACT AND SAID CALLED 28,000 SQUARE FOOT TRACT, A DISTANCE OF 400.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID CORNER ALSO BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF MCCREE ROAD (60 FOOT WIDE PUBLIC RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CALLED 28,000 SQUARE FOOT TRACT AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MCCREE ROAD, A DISTANCE OF 70.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHWEST CORNER OR SAID CALLED 28,000 SQUARE FOOT TRACT, SAID CORNER ALSO BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TELEDYNE GEOTECH ADDITION;

THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TELEDYNE GEOTECH ADDITION AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MCCREE ROAD, A DISTANCE OF 308.70 FEET TO A FOUND CONCRETE MONUMENT FOR THE SOUTHWEST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THE MCCREE INDUSTRIAL DISTRICT ADDITION, AN ADDITION TO THE CITY OF GARLAND, AS RECORDED IN VOLUME 72136, PAGE 474, D.R.D.C.T.;

THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE MCCREE ROAD, ALONG THE WEST LINE OF SAID TELEDYNE GEOTECH ADDITION AND ALONG THE EAST LINE OF SAID MCCREE INDUSTRIAL DISTRICT ADDITION, A DISTANCE OF 978.55 FEET TO A 1 INCH IRON ROD FOUND FOR
THE MOST WESTERLY NORTHWEST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD COMPANY (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 68 DEGREES 06 MINUTES 00 SECONDS EAST, DEPARTING SAID EAST LINE OF MCCREE

INDUSTRIAL DISTRICT ADDITION AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 55.60 FEET TO A FOUND ”X CUT CONCRETE FOR CORNER;

THENCE NORTH 49 DEGREES 54 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 288.19 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 45.69 FEET TO A POINT FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 68 DEGREES 26 MINUTES WEST, 0.36 FEET FOR THE BEGINNING OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 527.68 FEET AND WHOSE CHORD BEARS NORTH 17 DEGREES 18 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.37 FEET;

THENCE IN A NORTHERLY DIRECTION, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD COMPANY AND ALONG SAID CIRCULAR CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33 DEGREES 58 MINUTES 42 SECONDS, AN ARC LENGTH OF 312.93 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID EASTERLY
RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 30.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, CONTINUING ALONG SAID EASTERLY
RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 53.60 FEET TO A FOUND NAIL IN CONCRETE FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF OAKLAND STREET;

THENCE, ALONG THE NORTH LINE OF SAID TELEDYNE GEOTECH ADDITION AND ALONG SAID SOUTHERLY
RIGHT-OF-WAY LINE OF OAKLAND STREET THE FOLLOWING FOUR CALLS AND DISTANCE:

NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 165.01 FEET TO A 5/8 INCH CAPPED
IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

SOUTH 85 DEGREES 35 MINUTES 16 SECONDS EAST, A DISTANCE OF 166.95 FEET TO A 5/8 INCH CAPPED
IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

SOUTH 59 DEGREES 29 MINUTES 32 SECONDS EAST, A DISTANCE OF 18.98 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

SOUTH 45 DEGREES 1 1 MINUTES 46 SECONDS EAST, A DISTANCE OF 2.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.2261 ACRES (793,929 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 21-54

3601 South Shiloh Road

I. Statement of Purpose: The purpose of this Specific Use Provision is a renewal to allow the continuation of an Automobile Sales, New or Used Use.

II. Statement of Effect: This Specific Use Provision shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773, as amended prior to the adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Industrial (IN) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

A. Development is to be in general conformance with the approved site plan labeled Exhibit C. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.

V. Specific Use Provision:

A. SUP Time Period: The Specific Use Provision for Automobile Sales, New or Used shall be in effect for twenty-five (25) years.

B. Site Plan: The site shall be in general conformance with the site layout in Exhibit C.

C. Signage: All signage shall comply with Garland Development Code.

EXHIBIT B

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

NORTH

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	527.68'	33°58'42"	312.93'	N 17°18'21" E	308.37'

LINE TABLE		
L#	BEARING	DISTANCE
L1	N 89°49'00" W	70.00'
L2	N 68°06'00" E	55.60'
L3	N 00°14'00" E	45.69'
L4	N 89°52'00" W	30.00'
L5	N 00°08'00" E	53.60'
L6	S 59°29'32" E	18.98'
L7	S 45°11'46" E	2.30'

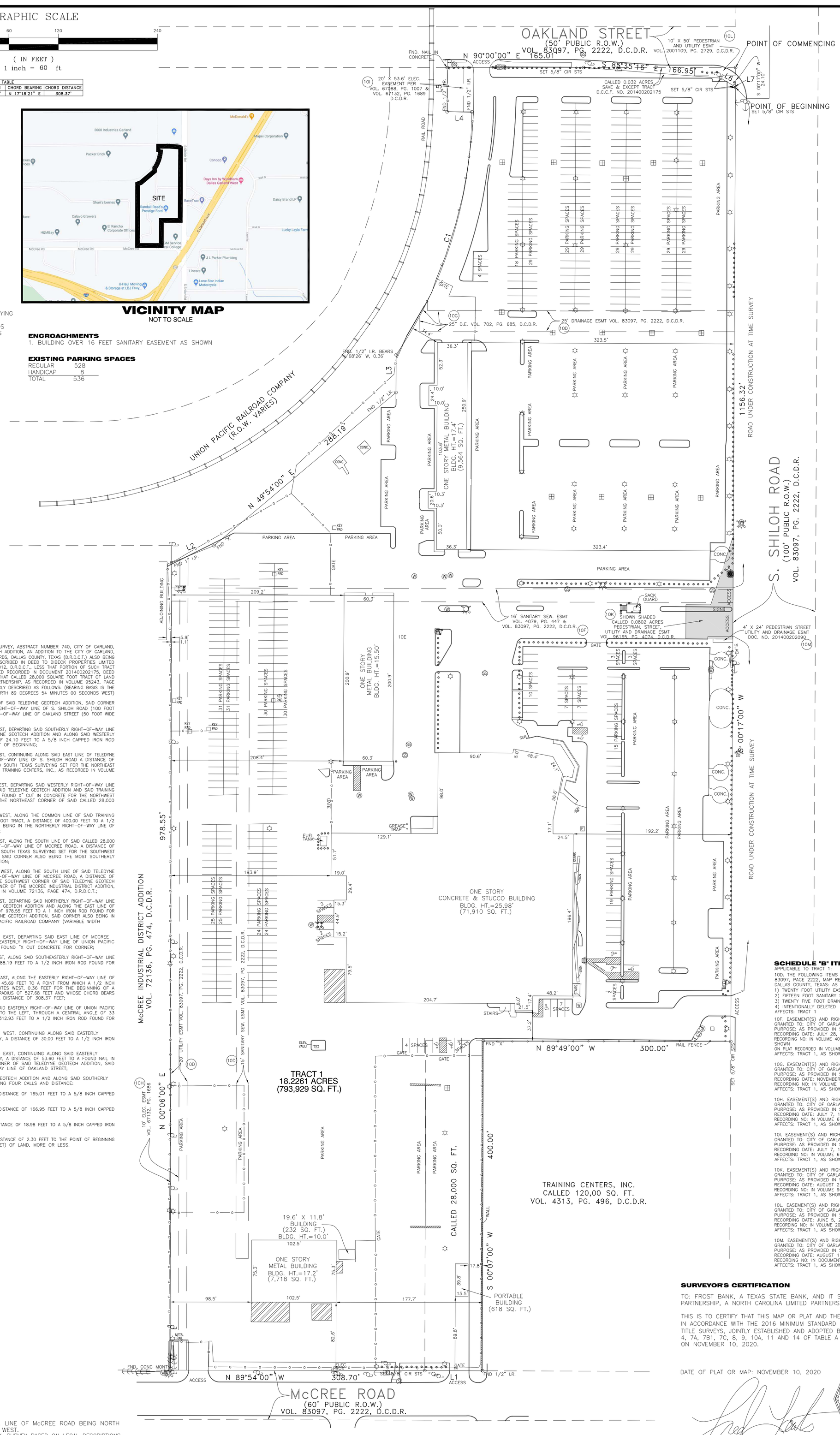
VICINITY MAP
NOT TO SCALE

LEGEND:
AE – AERIAL EASEMENT
BL – BUILDING LINE
BLDG – BUILDING
ESMT – EASEMENT
FND – FOUND
IP – IRON PIPE
IR – IRON ROD
CIR – CAPPED IRON ROD
"STS" – STAMPED SOUTH TEXAS SURVEYING
DCCF – DALLAS COUNTY CLERKS FILE
DCDR – DALLAS COUNTY DEED RECORDS
DCMR – DALLAS COUNTY MAP RECORDS
POB – POINT OF BEGINNING
POC – POINT OF COMMENCING
PS – PARKING SPACES
ROW – RIGHT OF WAY
SQ. FT. – SQUARE FEET
UE – UTILITY EASEMENT
—x— BARBED WIRE FENCE
—o— CHAIN LINK FENCE
CONCRETE
COVERED CONCRETE
—E— OVERHEAD ELECTRIC LINES
WOOD FENCE
WROUGHT IRON FENCE
GUY WIRE
– CATCH BASIN
– CABLE BOX
– ELECTRIC BOX
– ELECTRIC MH
– FIRE HYDRANT
– FIBER OPTIC MARKER
– FLAG POLE
– GAS METER
– GAS VALVE
– CURB INLET
– LIGHT POLE
– MANHOLE
– MONITORING WELL
– PIPELINE MARKER
– POWER POLE
– SERVICE POLE
– SANITARY MANHOLE
– STORM MANHOLE
– TELEPHONE PEDESTAL
– TRANSFORMER
– TRAFFIC SIGNAL BOX
– TRAFFIC SIGNAL POLE
– UNDERGROUND CABLE MARKER
– WATER WELL
– WATER METER
– WATER VALVE
– BENCHMARK

ENCROACHMENTS
1. BUILDING OVER 16 FEET SANITARY EASEMENT AS SHOWN

EXISTING PARKING SPACES

REGULAR	528
HANDICAP	8
TOTAL	536



LEGAL DESCRIPTION

TRACT 1:
BEING A TRACT OF LAND SITUATED IN THE W.W. KEEN SURVEY, ABSTRACT NUMBER 740, CITY OF GARLAND, DALLAS COUNTY. TEXAS, BEING ALL OF TELEDYNE GEOTECH ADDITION, AN ADDITION TO THE CITY OF GARLAND, AS RECORDED IN VOLUME 83097, PAGE 2222, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.) ALSO BEING ALL OF THAT CALLED 17.615 ACRE TRACT OF LAND DESCRIBED IN DEED TO DIBECK PROPERTIES LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 95064, PAGE 00012, D.R.D.C.T., LESS THAT PORTION OF SUCH TRACT CONVEYED TO THE CITY OF GARLAND IN DEDICATION DEED RECORDED IN DOCUMENT 201400202175, DEED RECORDS, DALLAS COUNTY, TEXAS, ALSO BEING ALL OF THAT CALLED 28,000 SQUARE FOOT TRACT OF LAND DESCRIBED IN DEED TO DIBECK PROPERTIES LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 95243, PAGE 02947, D.R.D.C.T., AND TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARING BASIS IS THE NORTH RIGHT–OF–WAY LINE OF MCCREE ROAD BEING NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST)

COMMENCING AT A POINT FOR THE NORTHEAST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE WESTERLY RIGHT–OF–WAY LINE OF S. SHILOH ROAD (100 FOOT WIDE PUBLIC RIGHT–OF–WAY) WITH THE SOUTHERLY RIGHT–OF–WAY LINE OF OAKLAND STREET (50 FOOT WIDE PUBLIC RIGHT–OF–WAY):

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, DEPARTING SAID SOUTHERLY RIGHT–OF–WAY LINE OF OAKLAND STREET, ALONG SAID EAST LINE OF TELEDYNE GEOTECH ADDITION AND ALONG SAID WESTERLY RIGHT–OF–WAY LINE OF S. SHILOH ROAD A DISTANCE OF 24.10 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID EAST LINE OF TELEDYNE GEOTECH ADDITION AND ALONG SAID WESTERLY RIGHT–OF–WAY LINE OF S. SHILOH ROAD A DISTANCE OF 1156.32 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO TRAINING CENTERS, INC., AS RECORDED IN VOLUME 4313, PAGE 496, D.R.D.C.T.;

THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, DEPARTING SAID WESTERLY RIGHT–OF–WAY LINE OF S. SHILOH ROAD AND ALONG THE COMMON LINE OF SAID TELEDYNE GEOTECH ADDITION AND SAID TRAINING CENTERS, INC. TRACT, A DISTANCE OF 300.00 FEET TO A FOUND X" CUT IN CONCRETE FOR THE NORTHWEST CORNER OF SAID TRAINING CENTERS, INC. TRACT AND THE NORTHEAST CORNER OF SAID CALLED 28,000 SQUARE FOOT TRACT;

THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE COMMON LINE OF SAID TRAINING CENTERS, INC. TRACT AND SAID CALLED 28,000 SQUARE FOOT TRACT, A DISTANCE OF 400.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID CORNER ALSO BEING IN THE NORTHERLY RIGHT–OF–WAY LINE OF MCCREE ROAD (60 FOOT WIDE PUBLIC RIGHT–OF–WAY);

THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CALLED 28,000 SQUARE FOOT TRACT AND ALONG SAID NORTHERLY RIGHT–OF–WAY LINE OF MCCREE ROAD, A DISTANCE OF 70.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHWEST CORNER OF SAID CALLED 28,000 SQUARE FOOT TRACT, SAID CORNER ALSO BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TELEDYNE GEOTECH ADDITION;

THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TELEDYNE GEOTECH ADDITION AND ALONG SAID NORTHERLY RIGHT–OF–WAY LINE OF MCCREE ROAD, A DISTANCE OF 308.70 FEET TO A FOUND CONCRETE MONUMENT FOR THE SOUTHWEST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THE MCCREE INDUSTRIAL DISTRICT ADDITION, AN ADDITION TO THE CITY OF GARLAND, AS RECORDED IN VOLUME 72136, PAGE 474, D.R.D.C.T.;

THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST, DEPARTING SAID NORTHERLY RIGHT–OF–WAY LINE MCCREE ROAD, ALONG THE WEST LINE OF SAID TELEDYNE GEOTECH ADDITION AND ALONG THE EAST LINE OF SAID MCCREE INDUSTRIAL DISTRICT ADDITION, A DISTANCE OF 978.55 FEET TO A 1 INCH IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING IN THE SOUTHEASTERLY RIGHT–OF–WAY LINE OF UNION PACIFIC RAILROAD COMPANY (VARIABLE WIDTH RIGHT–OF–WAY);

THENCE NORTH 68 DEGREES 06 MINUTES 00 SECONDS EAST, DEPARTING SAID EAST LINE OF MCCREE INDUSTRIAL DISTRICT ADDITION AND ALONG SAID SOUTHEASTERLY RIGHT–OF–WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 55.60 FEET TO A FOUND "X CUT CONCRETE FOR CORNER;

THENCE NORTH 49 DEGREES 54 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT–OF–WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 288.19 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY RIGHT–OF–WAY LINE OF SAID UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 45.69 FEET TO A POINT FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 68 DEGREES 26 MINUTES WEST, 0.36 FEET FOR THE BEGINNING OF A NON–TANGENT CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 527.68 FEET AND WHOSE CHORD BEARS NORTH 17 DEGREES 18 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.37 FEET;

THENCE IN A NORTHERLY DIRECTION, CONTINUING ALONG SAID EASTERLY RIGHT–OF–WAY LINE OF UNION PACIFIC RAILROAD COMPANY AND ALONG SAID CIRCULAR CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33 DEGREES 58 MINUTES 42 SECONDS, AN ARC LENGTH OF 312.93 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT–OF–WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 30.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, CONTINUING ALONG SAID EASTERLY RIGHT–OF–WAY LINE OF UNION PACIFIC RAILROAD COMPANY, A DISTANCE OF 53.60 FEET TO A FOUND NAIL IN CONCRETE FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TELEDYNE GEOTECH ADDITION, SAID CORNER ALSO BEING IN SAID SOUTHERLY RIGHT–OF–WAY LINE OF OAKLAND STREET;

THENCE, ALONG THE NORTH LINE OF SAID TELEDYNE GEOTECH ADDITION AND ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE OF OAKLAND STREET THE FOLLOWING FOUR CALLS AND DISTANCE:

NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 165.01 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

SOUTH 85 DEGREES 35 MINUTES 16 SECONDS EAST, A DISTANCE OF 166.95 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

SOUTH 59 DEGREES 29 MINUTES 32 SECONDS EAST, A DISTANCE OF 18.98 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

SOUTH 45 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 2.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.2261 ACRES (793,929 SQUARE FEET) OF LAND, MORE OR LESS.

SCHEDULE 'B' ITEMS
APPLICABLE TO TRACT 1:
10D. THE FOLLOWING ITEMS AS SET OUT ON PLAT RECORDED IN VOLUME 83097, PAGE 2222, MAP RECORDS, DALLAS COUNTY, TEXAS: AS SHOWN HEREON;
1) TWENTY FOOT UTILITY EASEMENT;
2) FIFTEEN FOOT SANITARY SEWER EASEMENT;
3) TWENTY FIVE FOOT DRAINAGE EASEMENT AND,
4) INTENTIONALLY DELETED
AFFECTS: TRACT 1

10F. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JULY 28, 1954
RECORDING NO: IN VOLUME 4079, PAGE 447, DEED RECORDS, DALLAS COUNTY, TEXAS, AS SHOWN
ON PLAT RECORDED IN VOLUME 83097, PAGE 2222, MAP RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

10G. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: NOVEMBER 23, 1965
RECORDING NO: IN VOLUME 702, PAGE 685, DEED RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

10H. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JULY 7, 1967
RECORDING NO: IN VOLUME 67132, PAGE 1686, DEED RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

10I. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JULY 7, 1967
RECORDING NO: IN VOLUME 67132, PAGE 1689, DEED RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

10K. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: AUGUST 21, 1996
RECORDING NO: IN VOLUME 96165, PAGE 4074, DEED RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

10L. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JUNE 5, 2001
RECORDING NO: IN VOLUME 2001109, PAGE 2729, DEED RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

10M. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF GARLAND
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: AUGUST 11, 2014
RECORDING NO: IN DOCUMENT 201400202090, DEED RECORDS, DALLAS COUNTY, TEXAS
AFFECTS: TRACT 1, AS SHOWN HEREON;

SURVEYOR'S CERTIFICATION

TO: FROST BANK, A TEXAS STATE BANK, AND IT SUCCESSORS AND ASSIGNS, RRREI LIMITED PARTNERSHIP, A NORTH CAROLINA LIMITED PARTNERSHIP & CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 7B1, 7C, 8, 9, 10A, 11 AND 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 10, 2020.

DATE OF PLAT OR MAP: NOVEMBER 10, 2020

STATE OF TEXAS REGISTERED FRED W. LAWTON 2321 PROFESSIONAL LAND SURVEYOR

Fred W. Lawton Registered Professional Land Surveyor No. 2321
Surveyor's Email Address: fwlawton@stsurvey.com

NOTES:
1. BEARING BASIS IS THE NORTH R.O.W. LINE OF McCREE ROAD BEING NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY. EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. 4712018852 OF CHICAGO TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF DECEMBER 21, 2020.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED, IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2020. ALL RIGHTS RESERVED.
7. (TABLE A ITEM 10A) THERE WERE NO OBSERVED PARTY WALLS WITH ADJOINING PROPERTIES.
8. (TABLE A ITEM 11) OBSERVED EVIDENCE OF UTILITIES SERVICING THE PROPERTY HAVE BEEN SHOWN TO THE EXTENT POSSIBLE. THE CLIENT HAS NOT PROVIDED PLANS OBTAINED FROM THE POLITICAL JURISDICTION OR UTILITY COMPANIES. AT THE TIME OF THIS SURVEY THERE WERE NO VISIBLE MARKINGS BY UTILITY COMPANIES IDENTIFYING ANY SUBTERRANEAN LOCATIONS.

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE X, ACCORDING TO F.I.R.M. MAP NO. 48113C 0360L, DATE 07-07-2014. BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

ALTA/NSPS LAND TITLE SURVEY OF

TRACT 1:
BEING A TRACT OF LAND SITUATED IN THE W.W. KEEN SURVEY, ABSTRACT NUMBER 740, CITY OF GARLAND, DALLAS COUNTY. TEXAS, BEING ALL OF TELEDYNE GEOTECH ADDITION, AN ADDITION TO THE CITY OF GARLAND, AS RECORDED IN VOLUME 83097, PAGE 2222, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.) ALSO BEING ALL OF THAT CALLED 17.615 ACRE TRACT OF LAND DESCRIBED IN DEED TO DIBECK PROPERTIES LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 95064, PAGE 00012, D.R.D.C.T., LESS THAT PORTION OF SUCH TRACT CONVEYED TO THE CITY OF GARLAND IN DEDICATION DEED RECORDED IN DOCUMENT 201400202175, DEED RECORDS, DALLAS COUNTY, TEXAS, ALSO BEING ALL OF THAT CALLED 28,000 SQUARE FOOT TRACT OF LAND DESCRIBED IN DEED TO DIBECK PROPERTIES LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 95243, PAGE 02947, D.R.D.C.T.

ADDRESS: 3601 SOUTH SHILOH ROAD
GARLAND, TEXAS 75041

SITE:

JOB NO: 2026–20 *SCALE: 1" = 60'*
DATE: 11–10–20 *SHEET 1 OF 1*

REVISIONS:

NO.	DATE	DESCRIPTION
1.	12–2–20	COMMENTS
2.	12–4–20	COMMENTS
3.	12–11–20	COMMENTS
4.	12–17–20	COMMENTS
5.	1–4–21	COMMENTS
6.	1–11–21	COMMENTS
7.	1–14–21	COMMENTS
8.	1–14–21	COMMENTS

EXHIBIT C

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281–556–6918 FAX 281–556–9331
Firm Number: 10045400

Copyright 2020 South Texas Surveying Associates, Inc.

K:\COMRES 2020\2026–20.DWG (KT)

JOB NO: 2026-20

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. c.**

Meeting Date: 05/03/2022

Item Title: Z 21-62 Provident Realty Advisors (District 1)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-62 Provident Realty Advisors

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-62 Ordinance

Z 21-62 Exhibit A

Z 21-62 Exhibit B

Z 21-62 Exhibits C-E

ZONING FILE NO. Z 21-62

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) A CHANGE IN ZONING FROM AGRICULTURAL (AG) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR MIXED USES AND 2) A DETAIL PLAN FOR MULTI-FAMILY DEVELOPMENT ON A 35.787-ACRE TRACT OF LAND LOCATED AT 3309 CASTLE DRIVE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 16th day of March, 2022, the Plan Commission did consider and make recommendations on a certain request for 1) a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Mixed Uses and 2) a Detail Plan for Multi-Family development by **Provident Realty Advisors;** and

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

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

Section 1

The Garland Development Code is hereby amended by approving 1) a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Mixed Uses and 2) a Detail Plan for Multi-Family development on a 35.787-acre tract of land located at 3309 Castle Drive and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 21-62

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-62

BEING a 35.787-acre tract of land situated in the R. Crist Survey, Abstract No. 225, City of Garland, Dallas County, Texas, being all of a tract conveyed to Phyllis Wyrick Patterson and Marilyn Wyrick Ingram, by deeds recorded in Volume 69004, Page 2345 and Volume 68252, Page 6491 of the Deed Records of Dallas County, Texas, less that portion of land conveyed by dedication to the City of Garland, Dallas County, Texas, by deed recorded in Volume 88117, Page 3366, Deed Records, Dallas County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the southeast corner of said Wyrick tract and lying in the north right-of-way line of Castle Drive (85 foot right-of-way), from which a 5/8" iron rod found bears N 82°40'39" E, 174.65 feet;

THENCE, S 53°26'14" W, 881.62 feet along said north right-of-way line of Castle Drive to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the south end of a corner clip at the intersection of said Castle Drive and the northeast right-of-way line of Firewheel Parkway (120 foot right-of-way);

THENCE, N 85°50'12" W, 15.15 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the north end of said corner clip;

THENCE, N 45°05'38" W, 824.00 feet along said northeast right-of-way line of Firewheel Parkway;

THENCE around a tangent curve to the left having a central angle of 18°48'48", a radius of 1101.74 feet, a chord of N 54°22'20" W, 360.14 feet, and an arc length of 361.76 feet to the south corner of a tract of land conveyed to Springfield, JV, recorded in Volume 99165, Page 3966, Deed Records, Dallas County, Texas;

THENCE, N 44°23'09" W, 552.84 feet along the east line of said Springfield tract to a 5/8” iron rod found;

THENCE, N 54°11'10" E, 946.30 feet to the west corner of a tract of land conveyed to the City of Garland, recorded in Volume 84158, Page 4411, Deed Records, Dallas County, Texas;

THENCE, S 45°03'50" E, 1719.50 feet to the POINT OF BEGINNING with the subject tract containing 1,558,861 square feet or 35.787 acres of land.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 21-62

3309 Castle Drive

I. Statement of Purpose: The purpose of this Planned Development is to approve a multi-family development on Lot 1.

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 as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply. Lot 2 shall require approval of a Detail Plan.

V. Specific Conditions:

A. Permitted Uses: Land Uses are only permitted as in the Multi-Family (MF) District on Lot 1.

   Land uses are only permitted as in the Community Retail (CR) District on Lot 2.

B. Site Plan: The site layout, building placement, parking, and other development proposed shall be in general conformance with the approved Site Plan labeled Exhibit C.

C. Building Separation: All portions of a multi-family dwelling structure shall be a minimum of ten (10) from other multi-family dwelling structures.

EXHIBIT B

D. Clubhouse: The clubhouse shall be a minimum of 2,413 square feet in size.

E. Dwelling Units: A total of 242 dwelling units shall be permitted.

F. Amenities: Amenities shall be provided as shown on the Exhibits C and D.

G. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.

H. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

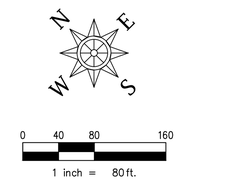
I. Lighting: All pedestrian pathways shall be lighted per the Garland Development Code standards.

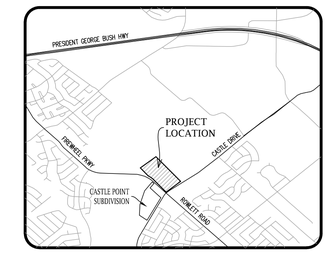
J. Signage: All signage shall comply with the standards in the Garland Development Code.

K. Development Agreement: The development and all improvements there on shall be constructed and developed in accordance with the terms and conditions of that certain development agreement between the City, Property Owner, and Developer approved by the City Council concurrently with the approval of this ordinance.

EXHIBIT B

EXHIBIT C





LOCATION MAP
NTS

Legend

- Firelane
- 6' Masonry Screening Fence
- Wrought Iron Fence
- Retaining Wall
- Power Pole
- Fire Hydrant

Note: Per the Thoroughfare Plan, Castle Drive is programmed to be expanded in the future. Per the GDC, Section 3.47, the developer shall pay additional roadway impact fees to pay for the construction cost of one-half of the road improvements adjacent to their property, not to exceed the developer's proportional share.

EXHIBIT C
PD SITE PLAN - OVERALL
CITY CASE #210504-1

parcHAUS GARLAND

35.787 Acres/1,558,861 Sq. Ft.
SITUATED IN THE R. CRIST SURVEY, ABSTRACT No. 225
CITY OF GARLAND, DALLAS COUNTY, TEXAS

ENGINEER/SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Mike Martinie, P.E.

APPLICANT
Provident Realty Advisors
10210 N Central Expwy, Suite 300
Dallas, TX 75231
Phone 972-385-4183
Contact: Glenn Lanier

OWNER
Phyllis Wyrick
103 Buckeye Trail
West Lake Hills, TX 78746

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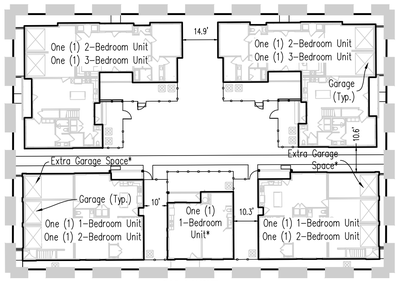
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawing: G:\2021 JOBS\21-020 Castle Drive Multifamily\CAD\PD Site Plan - Overall.dwg Saved By: mewing Save Time: 3/3/2022 10:47:55 AM Plotted by: mewing Plot Date: 3/3/2022 10:57 AM

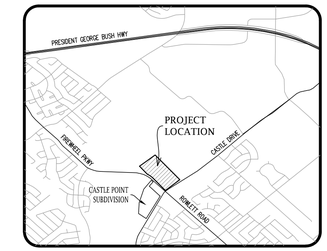


POD LAYOUT
1"=30'

*Extra Garage Space available for detached 1-Bedroom Unit, or may be included in lease for other unit in pod.

	No. Units	Unit Mix	Sq. Ft./Unit
1 Bedroom Units			
A1	24	9.92%	653
A2	49	20.25%	779
A3	4	1.65%	713
1 Bedroom Total	**77**	**31.82%**	
2 Bedroom Units			
B1	49	20.25%	938
B2	58	23.97%	1062
2 Bedroom Total	**107**	**44.21%**	
3 Bedroom Units			
C1	58	23.97%	1243
3 Bedroom Total	**58**	**23.97%**	
236,347 NRSF	**242**	**100.00%**	**977**

EXHIBIT C



LOCATION MAP
NTS

N E S W

0 25 50 100
1 inch = 50 ft.

Legend

- Firelane
- Public Sidewalk
- 6' Masonry Screening Fence
- Wrought Iron Fence
- Retaining Wall
- * Activity Node that will be designed and intended to promote community social interaction.
- Power Pole
- Fire Hydrant

SITE DATA	Lot 1		Lot 2
Ex. Zoning	Agriculture (AG)		Agriculture (AG)
Prop. Zoning	Planned Development (PD/MF)		Planned Development (PD/CR)
Proposed Use	Multifamily		Community Retail
Lot Area	32.576 Ac. (1,419,027 Sq. Ft.)		3.210 Ac. (139,835 Sq. Ft.)
Prop. Building Setbacks			
Front (Firewheel Pkwy)	20'		20'
Front (Castle Drive)	20'		20'
Side (Northeast)	12'		
Side (Southwest)	12'		
Rear (Northwest)	12'		
Prop. Landscape Setbacks			
Front (Firewheel Pkwy)	10'		10'
Front (Castle Drive)	35'		35'
Amenity Building			
To Building Exterior	2413	Gross Sq. Ft.	
With Porch (Area Under Roof)	3550	Gross Sq. Ft.	
Conditioned Area to Interior of Face of Wall	2262	Net Sq. Ft.	
Building Types	**No. Units**	**Average Areas (Net Sq. Ft.)**	
Amenity Building (Net)	-	2,262	
Maintenance Building	-	345	
1 Bedroom Units	77		
2 Bedroom Units	107	See unit mix table this sheet	
3 Bedroom Units	58		
Total:	**242**		
Lot Coverage	17.1%	based upon Gross Sq. Ft.	
Floor Area Ratio	0.234	based upon Gross Sq. Ft.	
Max. Prop. Building Height	30'		
Density (Less Floodplain)	8.02	Units/Ac.	
Pool Surface Area	1457	Sq. Ft.	
Parking Required:	**Spaces/Unit**	**Spaces**	
1 Bedroom Units = 77	1.50	116	
2 Bedroom Units = 107	2.00	214	
3 Bedroom Units = 58	2.00	116	
Leasing Office (1:300)	-	8	
Total:	-	**454**	
Covered Parking Req. (50%)	-	**227**	
Parking Provided	**Spaces**		
Uncovered/Open	194		
Attached Garage	263		
Leasing Office	8		
Total:	**465**		
Impervious Area	510,885 Sq. Ft. (36.0% of Lot Area)		

EXHIBIT C
PD SITE PLAN - WEST
CITY CASE #210504-1

parcHAUS GARLAND

35.787 Acres/1,558,861 Sq. Ft.
SITUATED IN THE R. CRIST SURVEY, ABSTRACT No. 225
CITY OF GARLAND, DALLAS COUNTY, TEXAS

ENGINEER/SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Mike Martinie, P.E.

APPLICANT
Provident Realty Advisors
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Dallas, TX 75231
Phone 972-385-4183
Contact: Glenn Lanier

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EXHIBIT C

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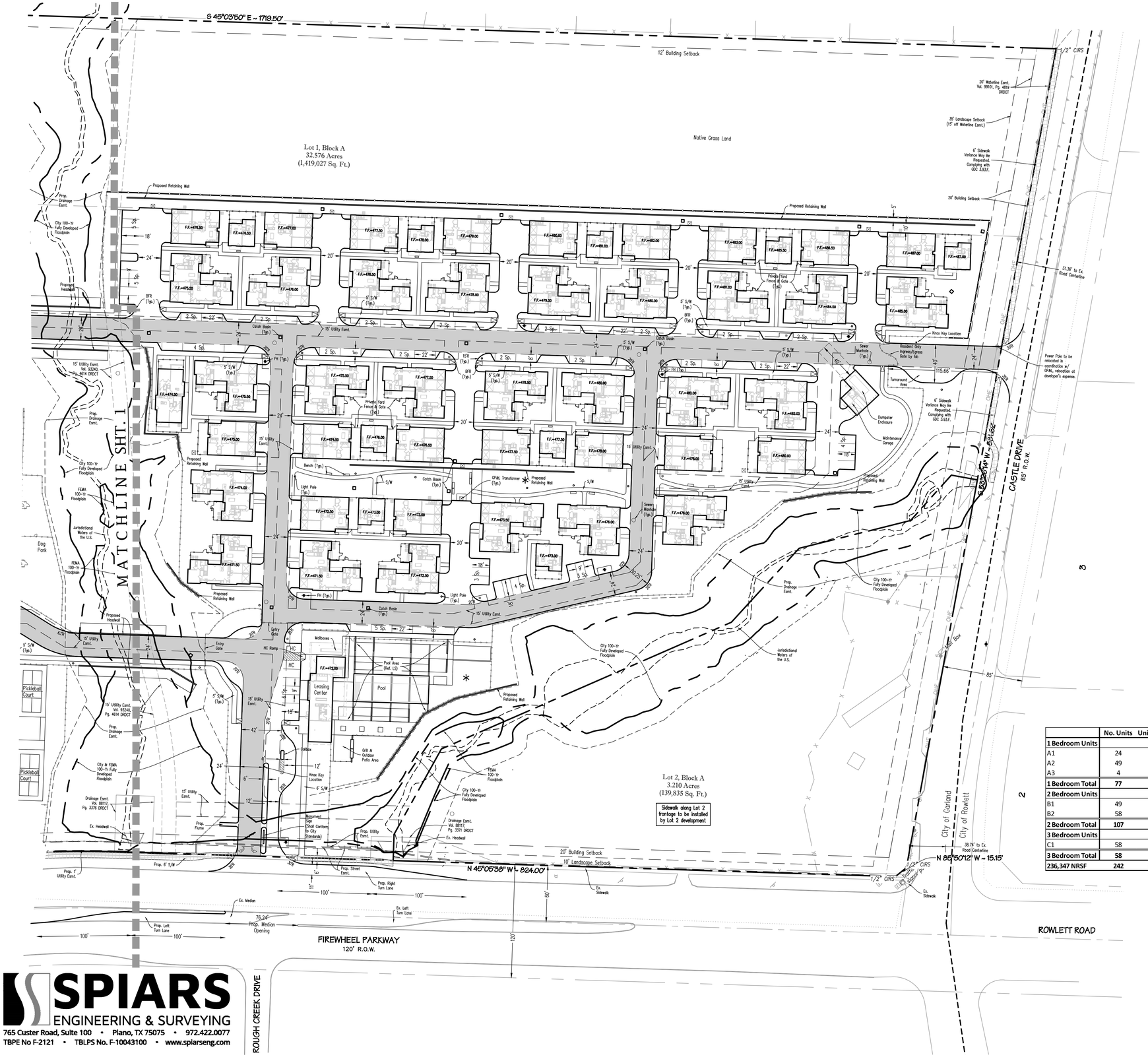

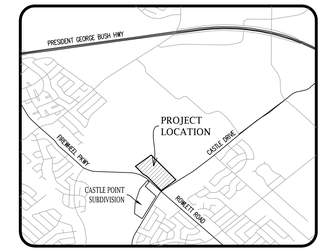

LOCATION MAP

NTS

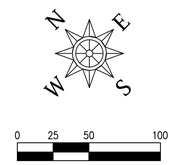

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EXHIBIT C
PD SITE PLAN - EAST
CITY CASE #210504-1

parcHAUS GARLAND

35.787 Acres/1,558,861 Sq. Ft.

SITUATED IN THE R. CRIST SURVEY, ABSTRACT No. 225

CITY OF GARLAND, DALLAS COUNTY, TEXAS

ENGINEER/SURVEYOR
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765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Mike Martinie, P.E.

APPLICANT
Provident Realty Advisors
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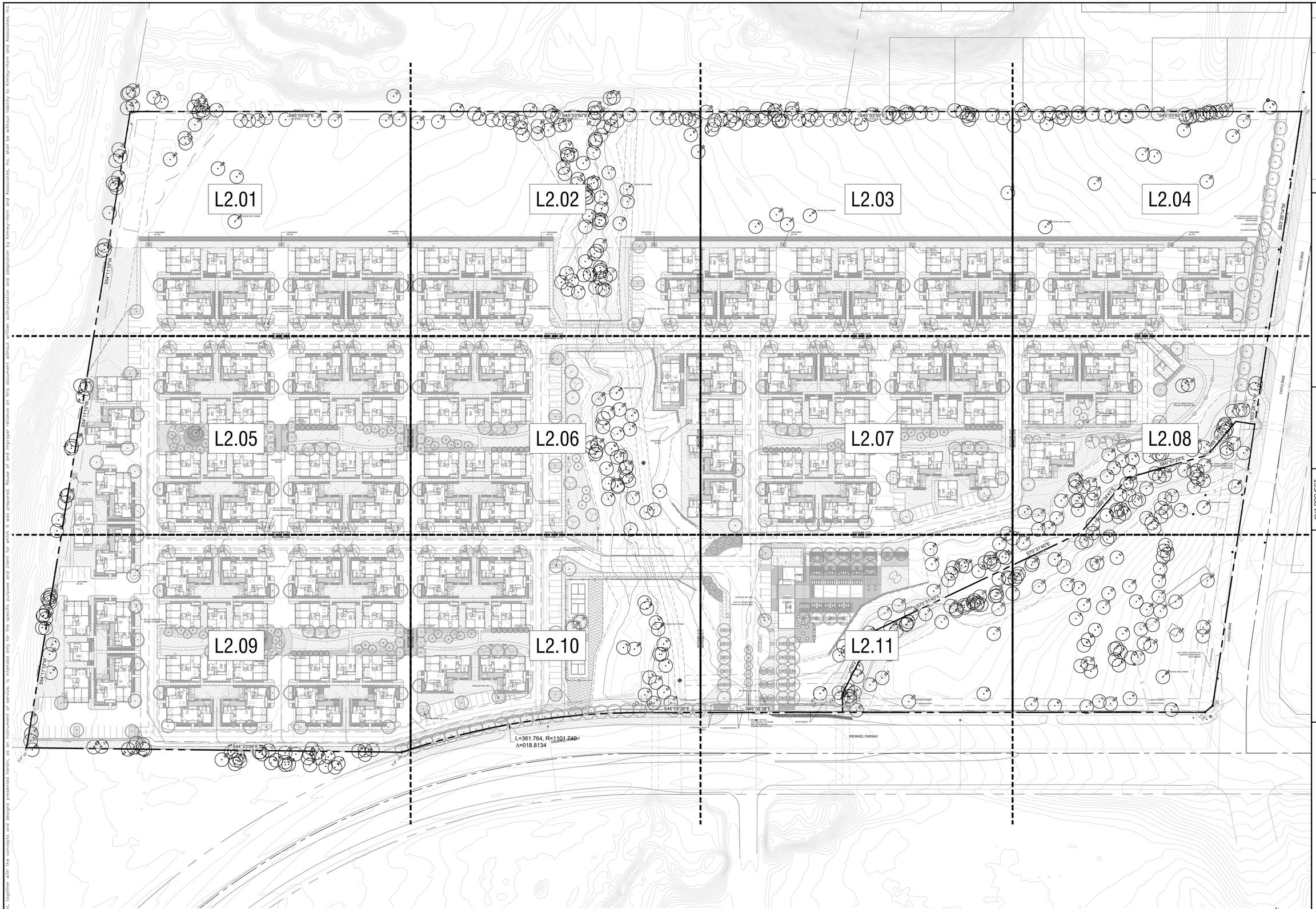
Dallas, TX 75231
Phone 972-385-4183
Contact: Glenn Lanier

OWNER
Phyllis Wyrick
103 Buckeye Trail
West Lake Hills, TX 78746
Phone XXX-XXX-XXXX

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

 Scale: 1"=50' March-22 SEI Job No. 21-020

EXHIBIT D



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No.	REVISIONS	DATE	BY

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS, SUITE #100, MCKINNEY, TX 75069
PHONE: 469-302-5260
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM NO. F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
P.L.A. Paul D. Freeland
L.A. No. 2458 Date 03/04/2022

KHA PROJECT	064492124
DATE	03/04/2022
SCALE	AS SHOWN
DESIGNED BY	PDF
DRAWN BY	NJF
CHECKED BY	LRH

OVERALL PLAN

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND CASE NO. 210504-1 TEXAS

OVERALL PLAN
Scale: 1" = 60'-0"

A

SHEET NUMBER
L1.02

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EXHIBIT D

GENERAL NOTES:

1. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. THE CONTRACTOR BEARS ALL RESPONSIBILITY FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES THAT ARE TO REMAIN SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY NOT SHOWN ON PLANS.
3. ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN FIELD FOR REVIEW BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION ACTIVITIES.
5. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
6. EASEMENTS SETBACKS, BUILDING, CURB AND GUTTER, UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO LANDSCAPE ARCHITECT BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEERS DRAWINGS FOR ADDITIONAL INFORMATION.
7. **DESIGN BUILD POOL CONTRACTOR TO PROVIDE ALL DESIGN & ENGINEERING FOR POOL TO INCLUDE ALL MEP AND STRUCTURE DESIGN.**

IRRIGATION NOTES:

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL PLANTING AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
2. IRRIGATION SYSTEMS SHALL BE MAINTAINED AND REPLACED AS NECESSARY.
3. ALL PLANTING AREAS TO BE FULLY IRRIGATED.
4. IRRIGATION SYSTEM TO HAVE A FULLY AUTOMATED CONTROL SYSTEM.
5. ANY EXISTING PLANTING DAMAGED DURING CONSTRUCTION IS TO BE REPLACED AT NO COST THE OWNER.
6. IF THE EXISTING IRRIGATION SYSTEM IS DAMAGED OR TURNED OFF DURING CONSTRUCTION ACTIVITIES, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAND WATER ALL PLANT MATERIAL AS NEEDED.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
5. FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
6. ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
7. LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (REFER TO MATERIALS PAGE) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
8. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. LATEST EDITION AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
10. ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
11. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
12. PLANT MATERIAL SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS OPAQUE HEDGE IF REQUIRED.
13. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
14. ALL LIME STABILIZED SOIL & INORGANIC SELECT FILL FOR BUILDING SHOULD BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPORTED TOPSOIL FILL.
15. TREES OVERHANGING PEDESTRIAN WALKWAYS AND PARKING SHALL HAVE 7' CLEAR TRUNK HEIGHT TO MEET ACCESSIBILITY REQUIREMENTS. TREES OVERHANGING PUBLIC STREETS AND FIRE LANE SHALL HAVE A 14' MIN. CLEAR TRUNK HEIGHT.
16. CONTRACTOR TO PROVIDE 12 MONTH WARRANTY AFTER FINAL ACCEPTANCE.
17. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY (NOT ALREADY INCLUDED IN PLANTING PLANS) TO BE FINE GRADED, AND PLANTED WITH PLANTED WITH PLANTS OR SOD TO MATCH EXISTING CONDITIONS.

POOL NOTES:

1. THESE DRAWINGS AND DETAILS ARE SCHEMATIC PLANS FOR PROPOSED POOL AND DECK ONLY. SHOP DRAWINGS TO BE PROVIDED BY POOL CONTRACTOR FOR REVIEW AND APPROVAL. SHOP DRAWINGS SHOULD BE SUBMITTED FOR ALL SHOTCRETE/GUNITE CONSTRUCTION, PIPE, DRAIN AND PUMP CONSTRUCTION, FINISH SCHEDULES, AND EQUIPMENT, ETC.
2. ALL SAFETY EQUIPMENT AND SIGNAGE SHALL BE BY THE DESIGN BUILD CONTRACTOR. FINAL DESIGN SHALL BE COORDINATED WITH THE GRAPHIC DESIGNER, ARCHITECT AND OWNER. FOR SAFETY EQUIPMENT, ASSUME 20" RING BOUY, W/ STAINLESS HOOK., STAINLESS STEEL SHEPHARD'S CROOK ON 12' MIN. NON-TELESCOPING POLE ON STAINLESS HOOK, BOTH VISIBLE FROM POOL, G.C. SHALL ASSUME A CLASS 'A' SIGN PACKAGE
3. HANDICAP LIFT TO BE PROVIDED BY POOL CONTRACTOR (NOTE DRAWING FOR LOCATION). ASSUME REMOVABLE FREEDOM ADA COMPLIANT POOL LIFT FROM SPECTRUM PRODUCTS, STAINLESS STEEL W/ SLEEVE MOUNT PER MANUFACTURER'S SPECIFICATION OR APPROVED EQUAL. SUBMITTAL SHEET REQUIRED FOR APPROVAL BY CLIENT AND LANDSCAPE ARCHITECT.
4. FOUNTAIN BUBBLERS TO BE ON DIFFERENT MECHANICAL SYSTEM THAN POOL, UTILIZING SEPARATE BODIES OF WATER, FILTRATION AND DRAINAGE SYSTEMS.
5. ALL POOL CLEANOUTS TO BE INSTALLED USING POUR-A-LID. LID TO MATCH SURROUNDING COPING.
6. DEPTH MARKERS ON POOL COPING TO BE SANDBLASTED 1/4" IN DEPTH AND PAINTED BLACK. PROVIDE SHOP DRAWING FOR REVIEW BY LANDSCAPE ARCHITECT.
7. PROVIDE CUT SHEETS, SUBMITTALS, AND SHOP DRAWINGS, FOR ALL POOL EQUIPMENT AND MATERIALS.

MATERIAL LEGEND:

PAVING

P-1 CONCRETE PAVING (STANDARD)
- COLOR: NATURAL GRAY
- FINISH: MEDIUM SANDBLAST
- CONTROL JOINTS: SAWCUT (1/4 DEPTH OF CONCRETE) @ REGULAR INTERVALS (TYPICAL JOINT SPACING TO BE EQUAL TO WIDTH OF WALK)
- EXPANSION JOINTS: GENERALLY 30' O.C. MAX. (SEE PLANS FOR LOCATION)
- JOINT SEALANT: COLOR TO MATCH CONCRETE
- **IMPORTANT: REPLACE ALL COARSE AGGREGATE WITH 3/8" CRUSHED WHITE LIMESTONE**
- ***APPROVAL: MOCKUP, EJ SEALANT SAMPLE***

P-2 CONCRETE PAVING (INTEGRAL COLOR)
- COLOR: TBD (SCOFIELD, CHROMIX ADMIXTURE)
- FINISH: HEAVY ROCK SALT (50% COVERAGE)
- CONTROL JOINTS: SAWCUT (1/4 DEPTH OF CONCRETE) REGULAR INTERVALS (JOINT SPACING REFERENCE PLAN)
- EXPANSION JOINTS: GENERALLY 30' O.C. MAX. (SEE PLANS FOR EXACT LOCATION)
- JOINT SEALANT: COLOR TO MATCH CONCRETE
- ***APPROVAL: COLOR SAMPLE, EJ SEALANT SAMPLE, MOCKUP***

P-3 UNIT PAVER
- TYPE: CONCRETE PAVER
- MANUFACTURER: KEYSTONE HARDSCAPES
- STYLE: TBD
- COLOR: TBD
- SIZE: TBD
- PATTERN: TBD
- INSTALL: SAND SET (OVER GEO-FOAM STRUCTURAL FILL)
- CONTACT: JOEY GUEDEA (214-684-4427)
- ***APPROVAL: CUT SHEET, SAMPLE, MOCKUP***

P-4 UNIT PAVER
- TYPE: CONCRETE PAVER
- MANUFACTURER: KEYSTONE HARDSCAPES
- STYLE: TBD
- COLOR: TBD
- SIZE: TBD
- PATTERN: TBD
- INSTALL: SAND SET (OVER GEO-FOAM STRUCTURAL FILL)
- CONTACT: JOEY GUEDEA (214-684-4427)
- ***APPROVAL: CUT SHEET, SAMPLE, MOCKUP***

P-5 UNIT PAVER
- TYPE: CONCRETE PAVER
- MANUFACTURER: KEYSTONE HARDSCAPES
- STYLE: TBD
- COLOR: TBD
- SIZE: TBD
- PATTERN: TBD
- INSTALL: SAND SET (OVER GEO-FOAM STRUCTURAL FILL)
- CONTACT: JOEY GUEDEA (214-684-4427)
- ***APPROVAL: CUT SHEET, SAMPLE, MOCKUP***

P-6 UNIT PAVER (ADA PAVERS)
- TYPE: TRUNCATED DOME CONCRETE PAVER
- MANUFACTURER: KEYSTONE HARDSCAPES
- STYLE: CITYSCAPE ADA
- COLOR: CHARCOAL
- SIZE: 4" x 8"
- PATTERN: RUNNING BOND
- INSTALL: SAND SET
- CONTACT: JOEY GUEDEA (214-684-4427)
- ***APPROVAL: CUT SHEET, SAMPLE, MOCKUP***

METALS

M-1 STEEL EDGE
- MATERIAL: *PLANTING:* 3/16" x 4" STEEL PLATE; *HARDSCAPE:* 1/4" x 6" STEEL PLATE
- COLOR: *PLANTING:* POWDERCOAT BLACK; *HARDSCAPE:* POWDERCOAT BLACK
- SIZE: LENGTHS PER PLAN, ALL SEAMS TO BE FLUSH AND LEVEL
- INSTALL: REF. DETAILS

M-2 POOL HANDRAIL
- MATERIAL: STAINLESS STEEL (TYPE 304)
- FINISH: BRUSHED
- SIZE: 1.5" DIA.
- INSTALL: REF. DETAILS

M-3 POOL FENCE AND GATE
- MATERIAL: GALVANIZED STEEL
- FINISH / COLOR: BLACK
- SIZE: 48" HEIGHT
- INSTALL: REF. DETAILS
- ***APPROVAL: COLOR SAMPLE, SHOP DRAWINGS, MOCKUP***

M-4 VOID

M-5 POOL CABANAS
- MATERIAL: STEEL
- COLOR: FRAME POWDERCOATED WHITE, PERFORATED METAL BRUSHED ALUMINUM
- SIZE: 10' HEIGHT
- MEMBERS: COLUMNS - 6X6 TUBULAR STEEL; FRAME - 6" WIDE x 8" HEIGHT TUBULAR STEEL; DOWELS - 1" DIAM. BY VARYING LENGHTS
- INSTALL: REF. DETAILS
- SUPPLIER: ARTISAN STYLE IRONWORKS
- CONTACT: CHRIS WEBB (214.377-4980)
- INSTALL: REF. DETAILS
- ***APPROVAL: SHOP DRAWINGS***

WALL SYSTEMS/FINISHES

W-1 STONE WALL VENEER (OUTDOOR GRILL)
- TYPE: STONE VENEER WITH CONCRETE CORE
- MATERIAL: CUT LIMESTONE
- COLOR & FINISH: TBD
- SIZE: TBD
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-2 PRIVATE YARD SCREEN
- TYPE: RESIDENTIAL WOOD FENCE
- MATERIAL: WOOD
- COLOR AND FINISH: TBD
- SIZE: 7' HT. X VARYING LENGTHS
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-3 PRIVATE YARD FENCE AND GATE
- TYPE: RESIDENTIAL METAL FENCE
- MATERIAL: ANGLE IRON FRAME W/ WOOD CAP AND GALVANIZED WIRE MESH
- COLOR AND FINISH: TBD
- SIZE: 57" HEIGHT x VARYING LENGTHS
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-4 PERIMETER FENCE
- TYPE: ORNAMENTAL METAL
- MATERIAL: TUBULAR STEEL
- COLOR AND FINISH: TBD
- SIZE: 72" HEIGHT x VARYING LENGTHS
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-5 DOG PARK FENCE
- TYPE: SECURITY FENCE
- MATERIAL: TUBULAR STEEL
- COLOR AND FINISH: TBD
- SIZE: 72" HEIGHT x VARYING LENGTHS
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-6 RETAINING WALL
- TYPE: GRAVITY WALL
- MATERIAL: OKLAHOMA FLAGSTONE
- PATTERN: RANDOM ASHLAR
- COLOR AND FINISH: TBD
- SIZE: VARYING HEIGHT x VARYING LENGTHS
- INSTALL: DESIGN BUILD BY CONTRACTOR
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-7 POOL COURT DEMISING WALL
- TYPE: TBD
- MATERIAL: OKLAHOMA FLAGSTONE
- COLOR AND FINISH: TBD
- SIZE: 48" HT. x VARYING LENGTHS
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

W-8 6' MASONRY SCREEN WALL
- TYPE: TBD
- MATERIAL: PRECAST CONCRETE
- COLUMNS: PRECAST CONCRETE
- COLOR AND FINISH: TBD
- SIZE: 72" HT. x VARYING LENGTHS
- INSTALL: TBD
- ***APPROVAL: SAMPLE, SHOP DRAWINGS, MOCKUP***

SWIMMING POOL FINISHES

SP-1 POOL COPING
- MATERIAL: STONE PAVER
- TYPE: PENNSYLVANIA BLUESTONE
- FINISH: THERMAL
- SIZE: 18" x 18" x 2" THICK w/ 1/4" JOINT
- PATTERN: RUNNING BOND
- INSTALL: MORTAR SET, REF. DETAILS
- SUPPLIER: MOTHERROCK STONE GROUP
- CONTACT: CLINT HART (214.205.6491)
- ***APPROVAL: SAMPLE, MOCKUP***

SP-2 POOL TILE (WATER LINE)
- SERIES: INTERSTYLE
- SIZE: TBD
- COLOR: TBD
- GROUT: TBD
- FINISH: TBD
- PATTERN: TBD
- SUPPLIER: KNOX TILE
- CONTACT: DONNA McCLENDON (214.761.5669)
- ***APPROVAL: GROUT SAMPLE, TILE SAMPLE, MOCKUP***

SP-3 POOL TILE (STEP DELINEATION)
- SERIES: INTERSTYLE
- SIZE: 2" x 2"
- COLOR: TBD
- COLOS: TBD
- FINISH: SLIP RESISTANT
- PATTERN: STRAIGHT GRIP, CLEAR FACE MOUNT
- SUPPLIER: TBD
- CONTACT: DONNA McCLENDON (214.761.5669)
- ***APPROVAL: GROUT SAMPLE, TILE SAMPLE***

SP-4 POOL PLASTER
- COLOR: TBD
- MANUFACTURER: PEBBLETEC
- INSTALL: PER MANUFACTURER'S SPECIFICATIONS
- CONTACT: DAVID ALTOM (469.585.5295)
- ***APPROVAL: CUT SHEET, SAMPLE***

SITE AMENITIES

A-1 GRILL
- TYPE: PGS T
- MODEL: S36T
- FINISH: STAINLESS STEEL
- SUPPLIER: AEI CORPORATION
- INSTALL: PROVIDE ALL PRODUCTS REQUIRED FOR NATURAL GAS HOOKUP, PROVIDE STAINLESS TIMER WALL SWITCH
- ***APPROVAL: CUT SHEET***

A-2 COUNTERTOP
- MATERIAL: KASOTA STONE
- COLOR / FINISH: GREY (FLEURI HONED),CHISELED EDGES
- SIZE: 2" THICK
- INSTALL: REF. DETAILS
- SUPPLIER: KASOTA STONE
- CONTACT: RAY SMITH (682.999.6739)
- ***APPROVAL: SAMPLE, SHOP DRAWINGS***

A-3 BENCH
- TYPE: PARC VUE
- FINISH / COLOR: TBD
- INSTALL: SURFACE MOUNT
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-4 BIKE RACK
- TYPE: RING
- MATERIAL: STAINLESS STEEL
- FINISH / COLOR: BRUSHED
- INSTALL: EMBEDDED, REF. DETAILS AND MANUFACTURER SPECS
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-5 LITTER/ RECYCLING RECEPTACLE
- TYPE: PARC VUE
- FINISH / COLOR: TBD
- INSTALL: SURFACE MOUNT
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-6 CHAISE LOUNGES (DRY)
- MODEL: COCHRAN
- FINISH / COLOR: STEEL / DUSK
- SIZE: 31" x 65" x 33"
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-7 CHAISE LOUNGES (WET)
- MODEL: CHILL
- FINISH / COLOR: FOG
- SIZE: 28" x 62" x 33"
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-8 CAFE DINING TABLE
- MODEL: PARC CENTER (*OWNER/INTERIOR DESIGN TO APPROVE)
- FINISH / COLOR: POWDERCOATED, SILVER
- SIZE: 30" ROUND/4 CHAIRS
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-9 SOFT SEATING
- MODEL: COCHRAN LOUNGE CHAIR
- FINISH / COLOR: TBD
- SIZE: TBD
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: LANDSCAPE FORMS
- CONTACT: LARA MOFFAT (800.430.6206)
- ***APPROVAL: CUT SHEET***

A-10 ADIRONDACK CHAIR
- MODEL: AMERICANA
- FINISH / COLOR: TBD
- SIZE: TBD
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: TBD
- CONTACT: TBD
- ***APPROVAL: CUT SHEET***

A-11 RADIAL WOOD BENCH
- MODEL: CIRCULAR WITH BACK - YB
- MATERIAL: IPE WOOD
- FINISH / COLOR: STANDARD COLOR
- SIZE: TBD
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: SITE CRAFT
- CONTACT: TBD
- ***APPROVAL: CUT SHEET***

A-12 PLAYGROUND TUNNEL THROUGH MOUND
- MATERIAL: TBD
- FINISH / COLOR: TBD
- SIZE: TBD
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: TBD
- CONTACT: TBD
- ***APPROVAL: CUT SHEET***

A-13 PICKLEBALL COURT SURFACING
- FINISH / COLOR: TBD
- SIZE: TBD
- INSTALL: REF. MANUFACTURER SPECIFICATIONS
- SUPPLIER: PICKLEMASTER
- CONTACT: TBD
- ***APPROVAL: CUT SHEET***

SYMBOLS LEGEND:

GENERAL

- CENTER LINE
- L.O.W. — LIMIT OF WORK
- MATCHLINE L2.XX / MATCHLINE L2.XX — MATCHLINE
- BREAKLINE — GRADE BREAKLINE
- EJ — EXPANSION JOINT
- CONTROL JOINT
- P.O.B. — POINT OF BEGINNING
- X / X.XX — DETAIL NUMBER / SHEET NUMBER — DETAIL ENLARGEMENT REFERENCE
- X-1 — MATERIAL REFERENCE
- X / X.XX — DETAIL NUMBER / SHEET NUMBER — DETAIL REFERENCE
- X / LX.XX — ELEVATION REFERENCE
- X / LX.XX — SECTION REFERENCE

ABBREVIATIONS

735.46	PROPOSED SPOT GRADE
735.46	EXISTING SPOT GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
TF	TOP OF FOOTING
COL	TOP OF COLUMN
TS	TOP STEP
BS	BOTTOM STEP
TR	TOP OF RAMP
BR	BOTTOM OF RAMP
TC	TOP OF CURB
BC	BOTTOM OF CURB
TB	TOP OF BAND
TP	TOP OF PAVEMENT
TGr	TOP OF GRAVEL
TG	TOP OF GRADE
FL	FLOWLINE/INVERT ELEVATION
EJ	EXPANSION JOINT
CJ	CONTROL JOINT
CL	CENTER LINE
POB	POINT OF BEGINNING

MISCELLANEOUS

MI-1 ARTIFICIAL TURF
- MODEL: TBD
- TYPE: K9 TURF
- INSTALL: PROVIDE SLEEVE MOUNT PER MANUFACTURER RECOMMENDATIONS
- SUPPLIER: FOREVER LAWN
- CONTACT: TBD
- ***APPROVAL: CUT SHEET***

AGGREGATES

AG-1 DECORATIVE GRAVEL
- TYPE: CRUSHED GRAVEL
- COLOR: TEJAS BLACK GRAVEL
- SIZE: 2"-3"
- INSTALL: REFER DETAILS
- SUPPLIER: TBD
- CONTACT: TBD
- ***APPROVAL: SAMPLE, MOCKUP***

AG-2 DECOMPOSED GRANITE
- TYPE: DECOMPOSED GRANITE
- COLOR: NATURAL
- SIZE: 3/4" - FINES
- INSTALL: REFER DETAILS
- SUPPLIER: TBD
- CONTACT: TBD
- ***APPROVAL: SAMPLE, MOCKUP***

NO.	REVISIONS	DATE	BY

Kimley»Horn
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TEXAS REGISTERED ENGINEERING FIRM NO. F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
P.L.A. Paul D. Freeland
L.A. No. 2458 Date 03/04/2022

KHA PROJECT 064492124
DATE 03/04/2022
SCALE AS SHOWN
DESIGNED BY PDF
DRAWN BY NJF
CHECKED BY LRH

GENERAL NOTES AND MATERIAL LEGEND

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND CASE NO. 210504-1 TEXAS

SHEET NUMBER
L1.01

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EXHIBIT D

PLANT SCHEDULE

TREES	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Cedar Elm / Ulmus crassifolia	3" cal	12` -14`	As Shown	58	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Existing Tree / Existing Tree	-			4	EXISTING TREE TO REMAIN
	Lacebark Elm / Ulmus parvifolia	3" cal	12` -14` ht	As Shown	44	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Little Gem Dwarf Southern Magnolia / Magnolia grandiflora 'Little Gem'	65 gal	8 `-10 ` ht	As Shown	49	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Live Oak / Quercus virginana	3" cal	12` -14` ht	As Shown	63	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	River Birch Multi-Trunk / Betula nigra	3" cal	10` -12` ht	As Shown	24	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK
	Shumard Oak / Quercus shumardii	3" cal	12` -14` ht	As Shown	79	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Texas Red Oak / Quercus texana	3" cal	12` -14` ht	As Shown	34	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS

FLOWERING TREES	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Chaste Tree / Vitex agnus-castus	65 gal	8 `-10 ` ht	As Shown	58	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK
	Desert Willow / Chilopsis linearis	65 gal	8 `-10 `	As Shown	15	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK (3 MIN.)
	Possumhaw Holly / Ilex decidua	65 gal	8 `-10 ` ht	As Shown	50	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK (3 MIN.), TREE FORM
	Texas Redbud / Cercis canadensis texensis	65 gal	8 `-10 `	As Shown	21	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED

SHRUBS	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Big Blue Lilyturf / Liriope muscari 'Big Blue'	1 gal	12" h X 12" w	18" OC	4,199	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Podocarpus / Podocarpus macrophyllus `Pringles`	3 gal	24" h x 18" w	30" OC	294	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Southern Wax Myrtle / Myrica pusilla	5 gal	30" h x 24" w	36" OC	98	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Yaupon / Ilex vomitoria `Nana`	5 gal	24" h x 24" w	36" OC	462	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Elijah Blue Fescue / Festuca glauca 'Elijah Blue'	1 gal	12" h X 12" w	12" OC	1,668	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Emerald Snow Loropetalum / Loropetalum chinense `Emerald Snow`	3 gal	18" h x 24" w	30" OC	194	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Gold Dust Japanese Laurel / Aucuba japonica 'Gold Dust'	3 gal	24" h x 24" w	36" OC	46	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Green Cloud Texas Ranger / Leucophyllum frutescens `Green Cloud` TM	5 gal	24" h x 24" w	36" OC	413	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Gulf Stream Heavenly Bamboo / Nandina domestica 'Gulf Stream' TM	3 gal	24" h x 24" w	24" OC	739	
	Little Bluestem / Schizachyrium scoparium	1 gal	24" h x 18" w	18" OC	518	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Mahonia Soft Caress / Mahonia eurybracteata `Soft Caress`	3 gal	18" h X 18" w	24" OC	1,202	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Merlot Lace Fringe Flower / Loropetalum chinense rubrum 'Merlot Lace'	3 gal	18" h x 24" w	30" OC	454	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Mondo Grass / Ophiopogon japonicus	1 gal	14" h x 14" w	12" OC	3,125	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Nellie Stevens Holly / Ilex x `Nellie R Stevens`	15 gal	5` h X 2` w	48" OC	52	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Red Yucca / Hesperaloe parviflora	3 gal	24" h x 24" w	30" OC	110	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Regal Mist Pink Muhly Grass / Muhlenbergia capillaris `Lenca` TM	3 gal	24" h x 18" w	30" OC	1,665	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Rose Creek Abelia / Abelia x `Rose Creek`	3 gal	24" h x 18" w	36" OC	295	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Skyrocket Juniper / Juniperus scopulorum 'Skyrocket'	5 gal	6` h x 2.5` w	36" OC	312	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Tuscan Blue Rosemary / Rosmarinus officinalis `Tuscan Blue`	3 gal	18" h X 18" w	IN POTS	569	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Wintergreen Korean Boxwood / Buxus sinica insularis 'Wintergreen'	3 gal	24" h x 24" w	24" OC	510	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED

GROUND COVERS	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	
	Asiatic Jasmine / Trachelospermum asiaticum	1 gal	6" h X 6" w		2,281 sf	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Berkeley Sedge / Carex divulsa	1 gal	6" h X 12" w	12" o.c.	5,633	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Bermuda Grass / Cynodon dactylon	sod			221,385 sf	REFER TO SPECIFICATIONS
	Big Blue Lilyturf / Liriope muscari `Big Blue`	1 gal	12" h x 12" w	18" o.c.	10,262	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Buffalo Grass / Bouteloua dactyloides	seed			5,584 sf	REFER TO SPECIFICATIONS
	Giant Liriope / Liriope gigantea	3 gal	18" h X 18" w	18" o.c.	50	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Texas Sedge / Carex texensis	1 gal	12" h x 12" w	18" o.c.	1,024	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Wintercreeper / Euonymus fortunei	1 gal	8"h x 8"w	18" o.c.	6,105	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT, SPREAD, AND CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

CITY OF GARLAND LANDSCAPE REQUIREMENTS

SITE: 32.76 ACRES (1,427,026 SF)	REQUIRED	PROPOSED
TOTAL LANDSCAPE: 40% MIN. LANDSCAPE (PLANTINGS, TURF AREAS, OPEN SPACE, POOL, OUTDOOR RECREATION)	40% / 570,810 SF	44.7% / 639,245 SF OPEN SPACE / AMENITY ZONES 1. LINEAR PARKS: 59,280 SF 2. POOL COURT / AMENITY DECK: 18,118 SF 3. LEISURE AREA; MIN. AREA 1,000 SF (OUTDOOR KITCHEN): 1,120 SF 4. CREEKSIDE (DOG PARK, PICKLE BALL, OPEN SPACE): 31,237 SF 5. POD PARKS (24 @ 3471 SF EACH): 83,304 SF 6. CREEKSIDE SOUTH (NORTH OF CASTLE DRIVE): 20,182 SF 7. 10' CASTLE DRIVE LANDSCAPE BUFFER: 9,483 SF 8. 15' FIREWHEEL LANDSCAPE BUFFER: 3,867 SF 9. NORTH PROPERTY LINE OPEN SPACE: 22,663 SF 10. 200' LANDSCAPE EASEMENT ZONE: 292,049 SF 11. CREEK ZONE: 97,942 SF TOTAL: 639,245 SF (44.79%)
BUFFER REQUIREMENT: WIDTH: SEE BELOW 1 TREE PER 30 LF 7 SHRUBS PER 30 LF TURF MAX 75% **FIREWHEEL** PARKWAY LANDSCAPE BUFFER: 15' WIDTH REQ. 653 TOTAL LF 614 LF (WITH DRIVES LF REMOVED) 614/30 = 21 X 1.5 = 31.5 TREES 614/30 = 21 X 7 = 147 X 1.5 = 221 SHRUBS TOTAL SF: 9,133 SF (614' X 15') TURF MAX 75%: 6,849 SF (614' x .75)	FIREWHEEL PARKWAY 10 FT WIDTH 32 TREES 221 SHRUBS TURF MAX 75% / 6,849 SF	FIREWHEEL PARKWAY 10 FT WIDTH *22 TREES 237 SHRUBS TURF MAX 75% / 6,849 SF
CASTLE DRIVE LANDSCAPE BUFFER: 35' WIDTH REQ. 464 TOTAL LF 433 LF (WITH DRIVES AND UNDEVELOPED LAND LF REMOVED) 433/30 = 15 TREES 433/30 = 15 X 7 = 105 SHRUBS TOTAL SF: 15,237 SF (433 X 35') TURF MAX 75%: 11,427 SF (433' x .75)	CASTLE DRIVE 35 FT WIDTH 15 TREES 105 SHRUBS TURF MAX 75% / 11,427, SF	CASTLE DRIVE 35 FT WIDTH 15 TREES 105 SHRUBS TURF MAX 75% / 11,427 SF
PARKING LANDSCAPE REQUIREMENT: 5% PARKING LOT AREAS TO BE PLANTED	105,176 SF TOTAL PARKING LOT (INCLUDING ROADS WITH PARALLEL SPACES): 5260 SF (5%) PLANTING REQUIRED	14927 SF (14.19%) PLANTING PROVIDED
1 TREE AND LANDSCAPE ISLAND PER TERMINUS OF ALL PARKING LOT ROWS	30 TOTAL ROWS x 2 TREES 60 PARKING ISLAND TREES REQUIRED	60 PARKING ISLAND TREES PROVIDED
1 LARGE CANOPY TREE REQUIRED FOR EVERY 10 PARKING SPACES (206 PARKING SPACES)	206 PARKING SPACES 21 PARKING LOT TREES REQUIRED	21 PARKING LOT TREES PROVIDED
1 TREE EVERY 65' OF PARKING: REQUIRED	1 TREE EVERY 65' OF PARKING: REQUIRED	1 TREE EVERY 65' OF PARKING: PROVIDED
PARKING SCREEN: N/A	PARKING SCREEN: N/A	PARKING SCREEN: N/A

* NOTE: TREES ALONG FIREWHEEL PARKWAY TO BE UPSIZED TO 5 INCH CALIPER TREES TO MEET DESIRED TREE REQUIREMENT.

No.	REVISIONS	DATE	BY

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Kimley»Horn
P.L.A. Paul D. Freeland
L.A. No. 2458 Date 03/04/2022

KHA PROJECT 064492124
DATE 03/04/2022
SCALE AS SHOWN
DESIGNED BY PDF
DRAWN BY NJF
CHECKED BY LRH

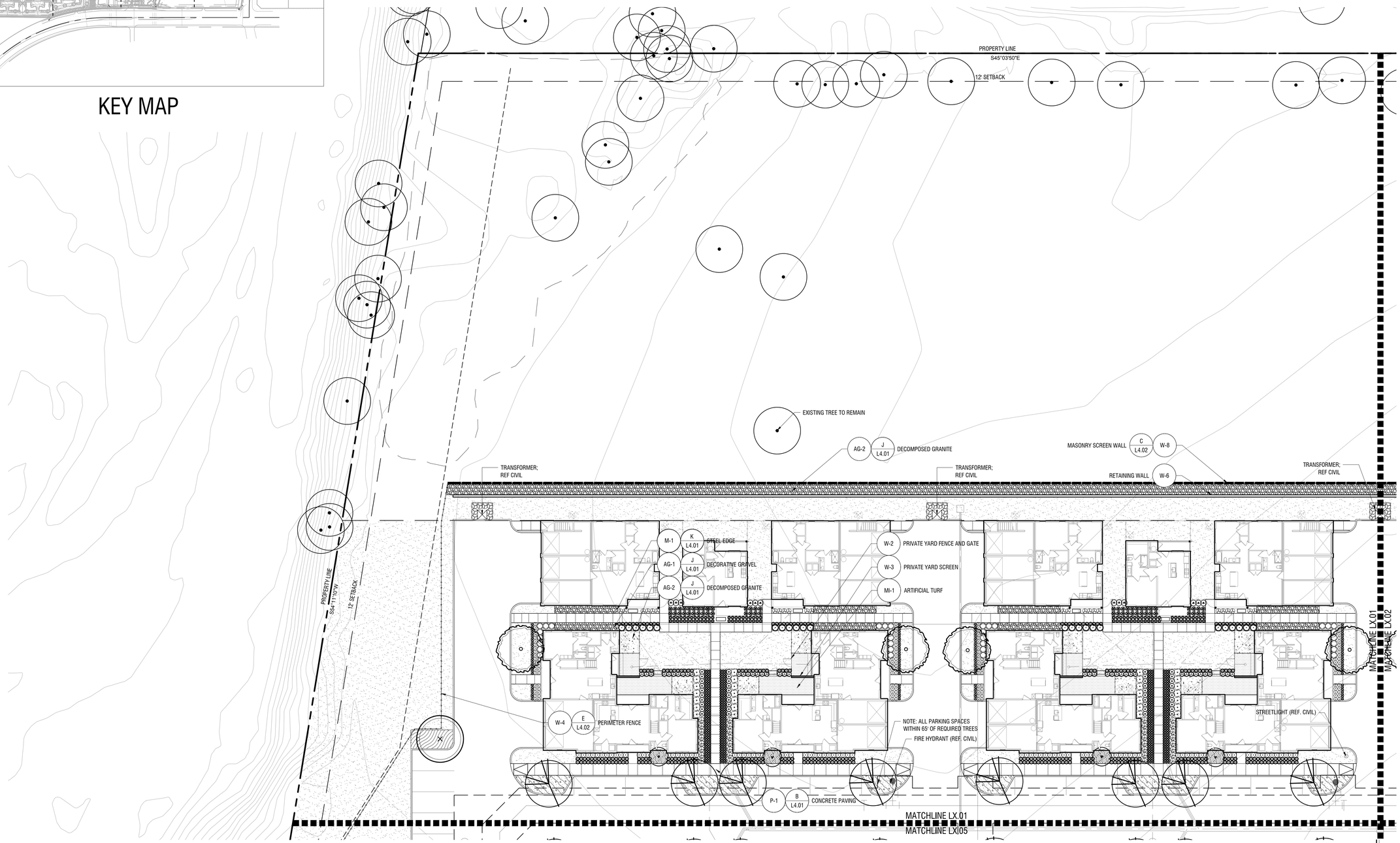
PLANT LEGEND & CODE CALCULATIONS

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND CASE NO. 210504-1 TEXAS

SHEET NUMBER
L1.03

EXHIBIT D

KEY MAP



LANDSCAPE PLAN

NORTH

0' 20' 40'
Scale: 1" = 20'-0"

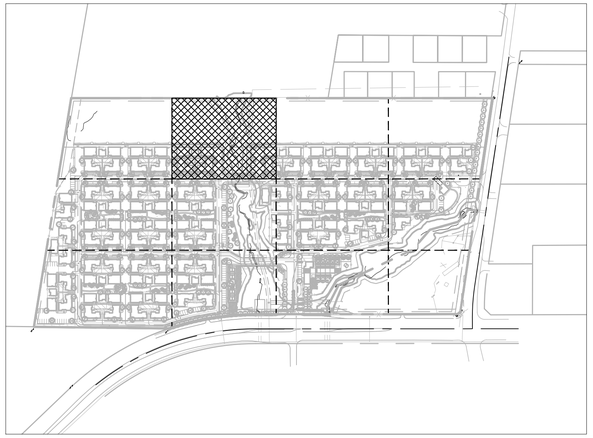
LANDSCAPE PLAN

Scale: 1" = 20'-0"

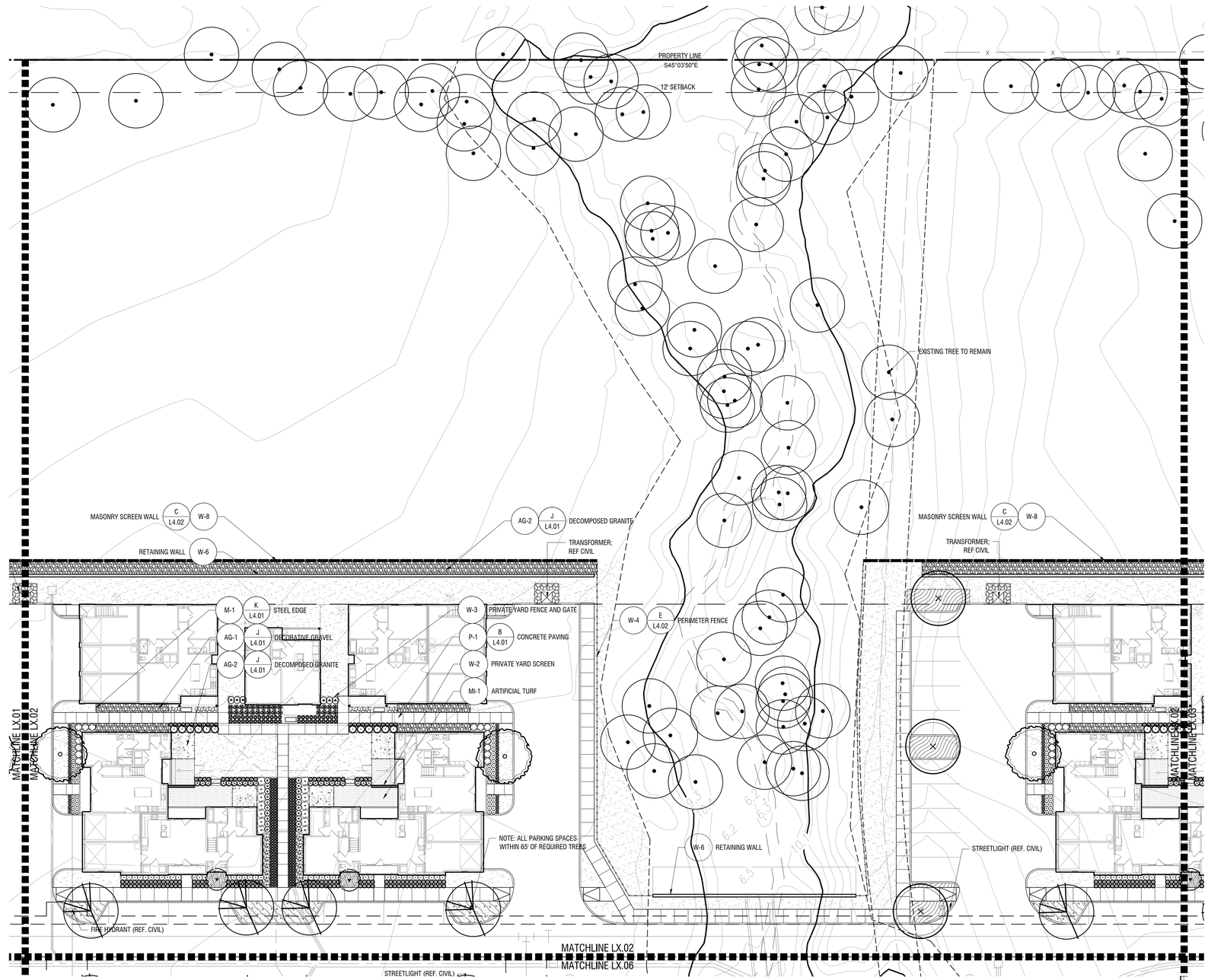
A

L2.01

EXHIBIT D



KEY MAP



LANDSCAPE PLAN

Scale: 1" = 20'-0"

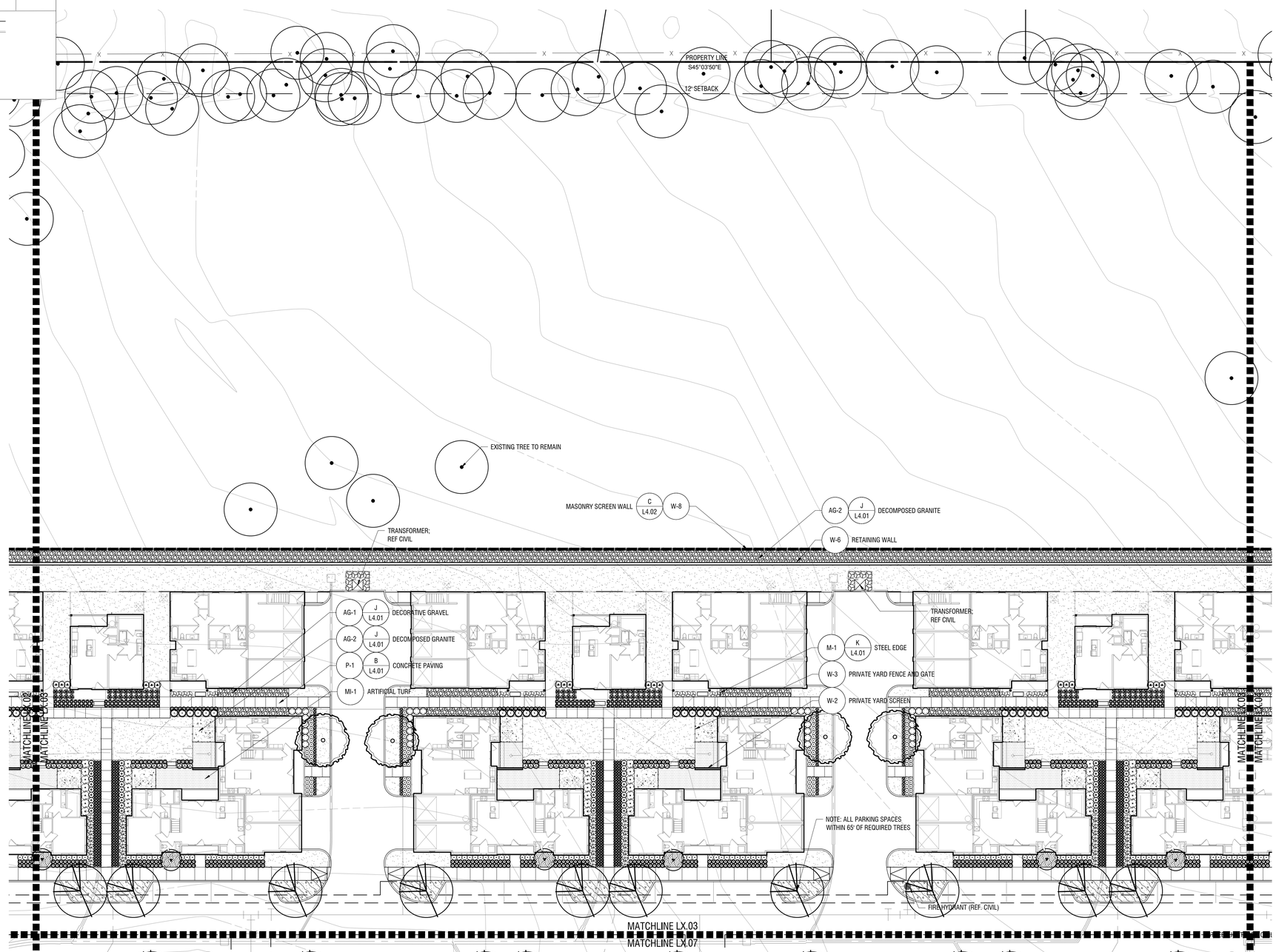
A

LANDSCAPE PLAN

L2.02

EXHIBIT D

KEY MAP



NORTH

0' 20' 40'
Scale: 1" = 20'-0"

LANDSCAPE PLAN

A

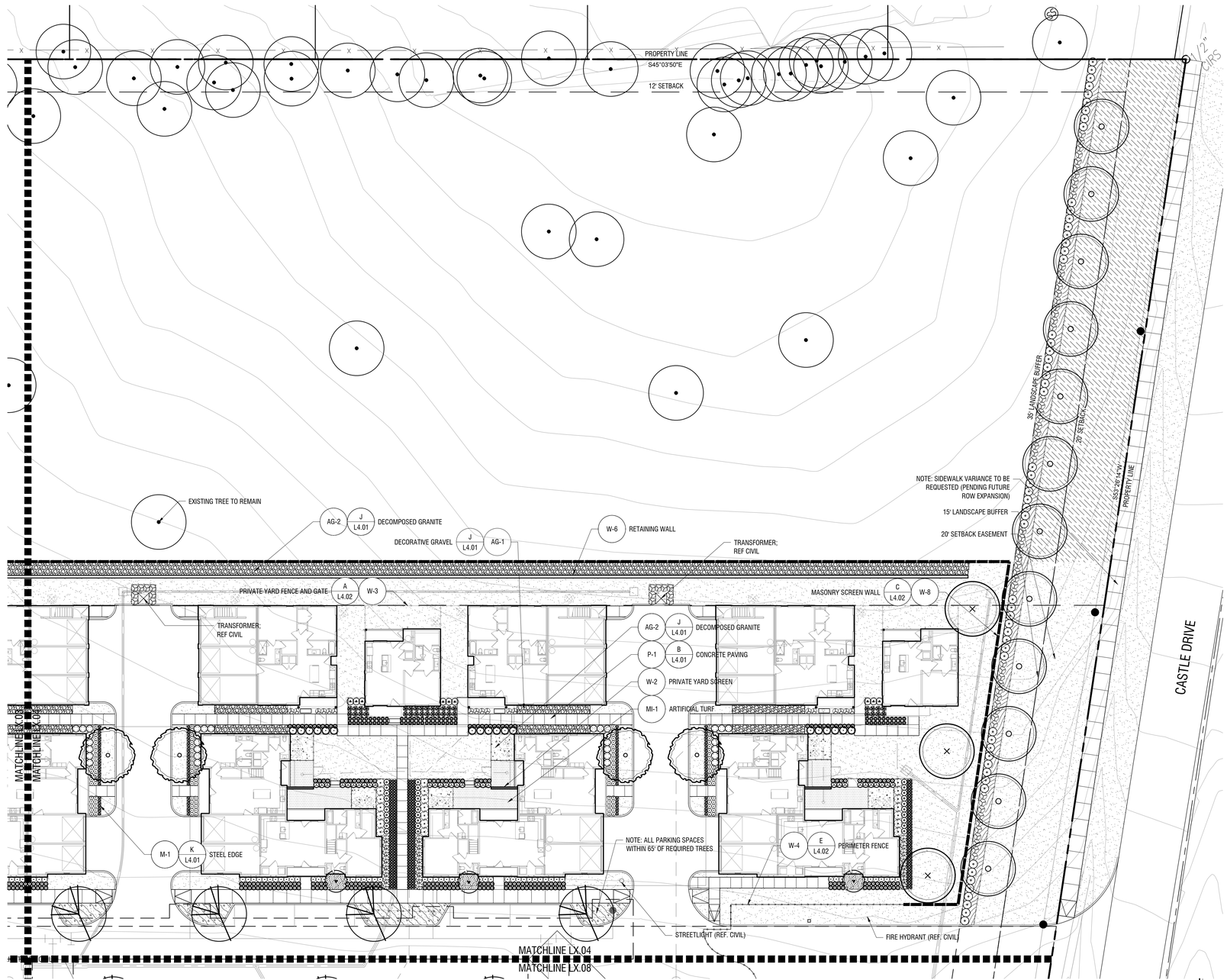
Scale: 1" = 20'-0"

LANDSCAPE PLAN

L2.03

KEY MAP

EXHIBIT D



LANDSCAPE PLAN

Scale: 1" = 20'-0"

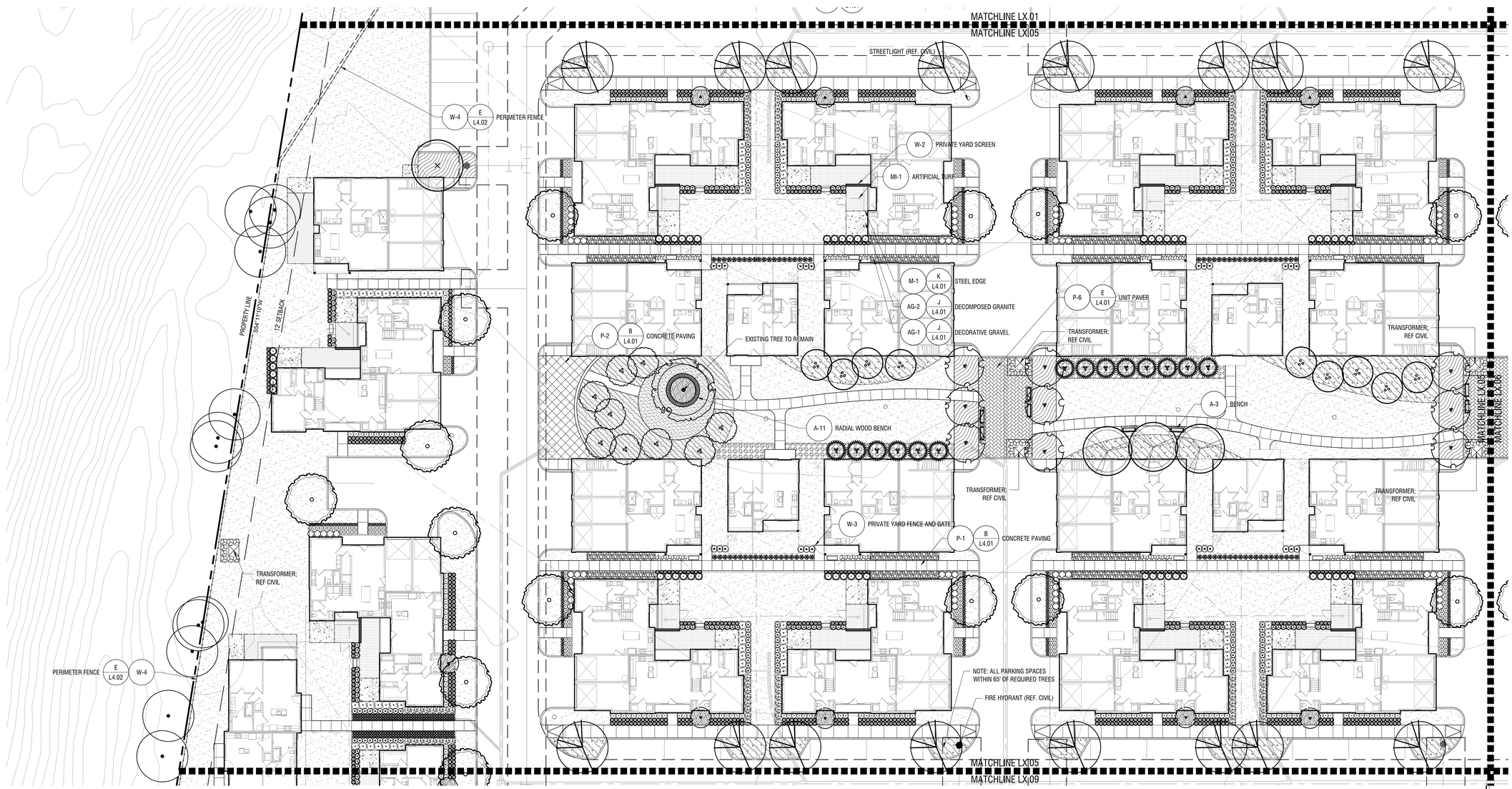
A

L2.04

LANDSCAPE PLAN

EXHIBIT D

KEY MAP



NORTH

0' 20' 40'
Scale: 1" = 20'-0"

LANDSCAPE PLAN

A

Scale: 1" = 20'-0"

LANDSCAPE PLAN

L2.05

KEY MAP

EXHIBIT D

LANDSCAPE PLAN

A

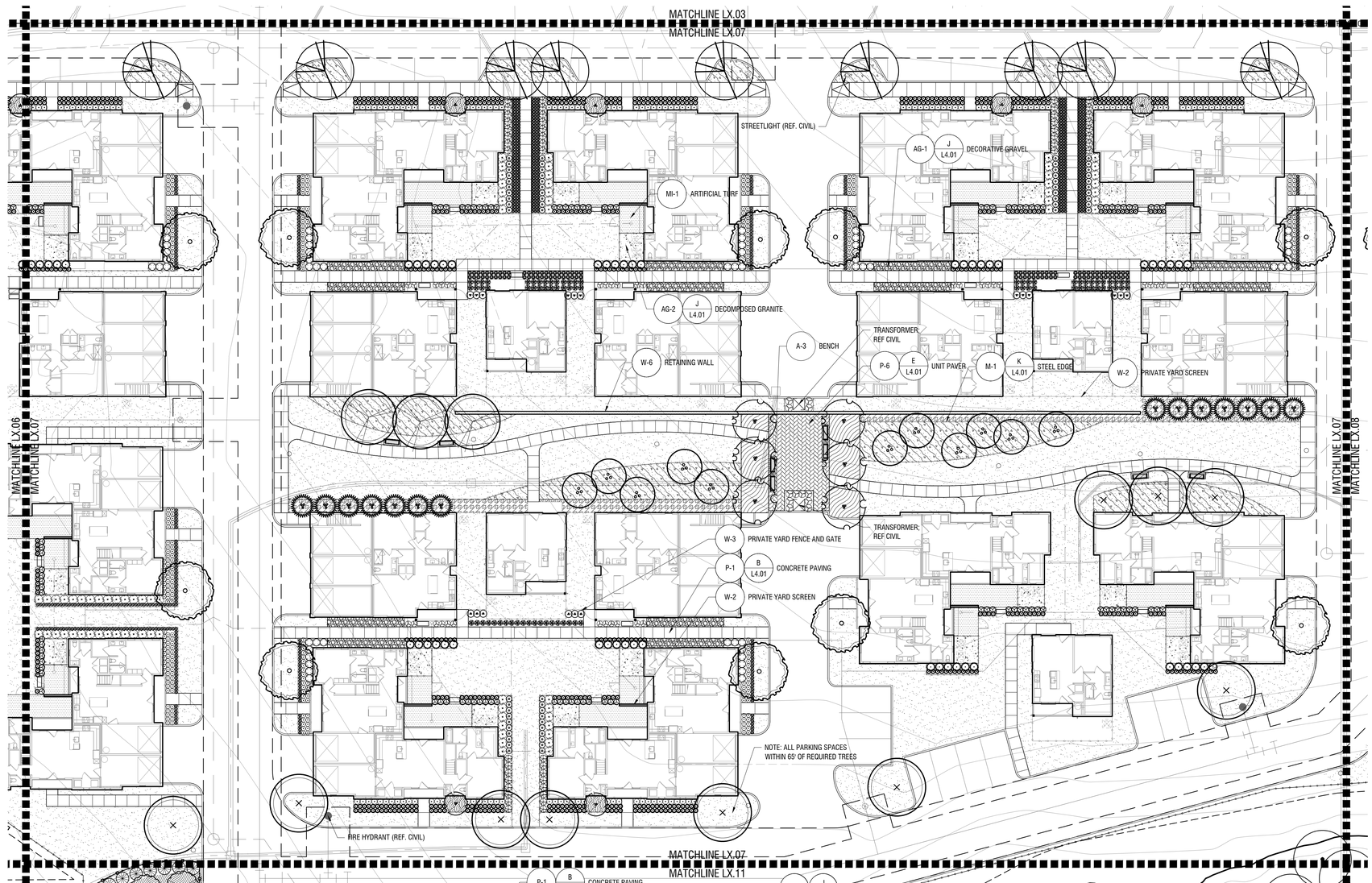
Scale: 1" = 20'-0"

LANDSCAPE PLAN

L2.06

KEY MAP

EXHIBIT D



LANDSCAPE PLAN

A

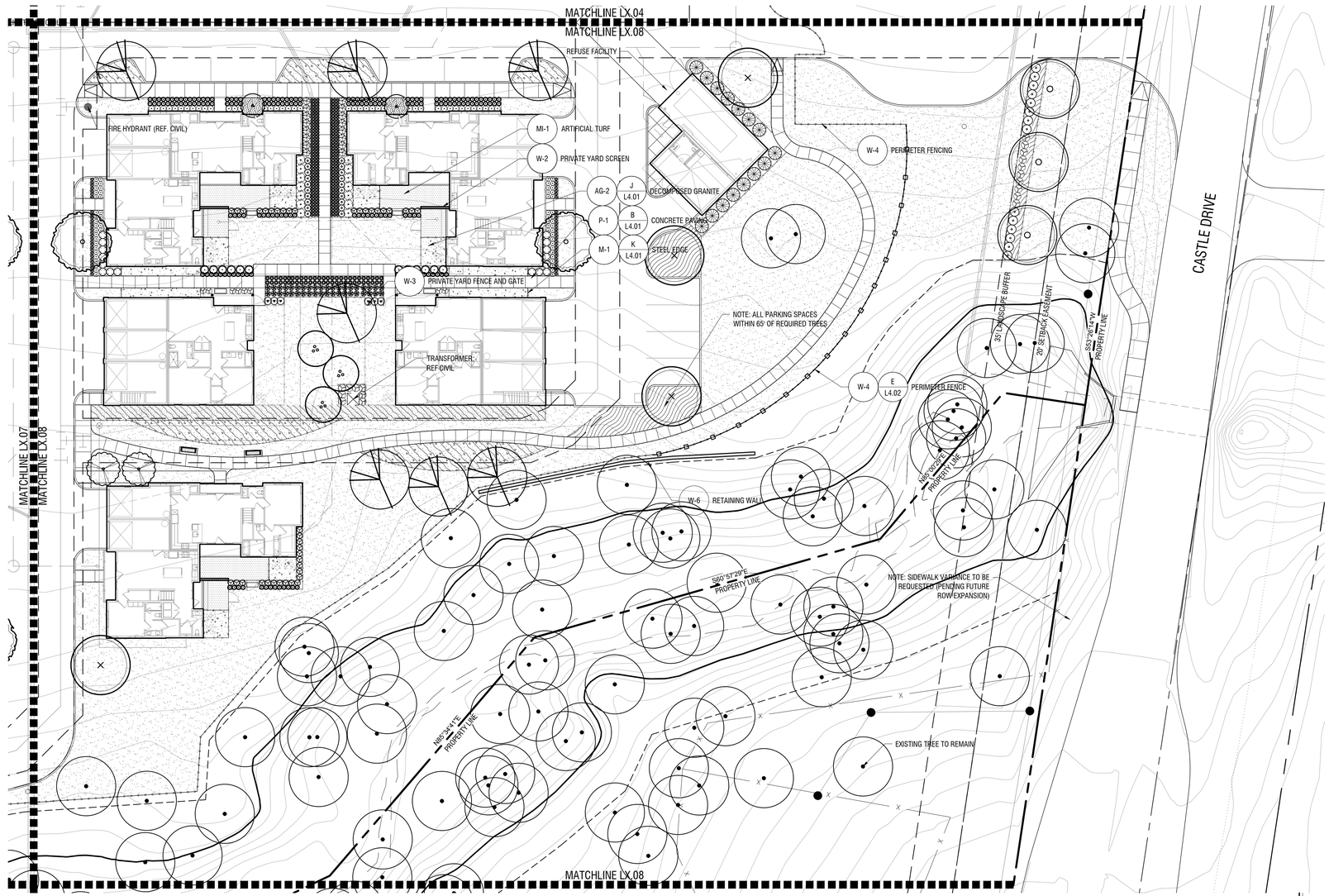
Scale: 1" = 20'-0"

LANDSCAPE PLAN

L2.07

KEY MAP

EXHIBIT D



LANDSCAPE PLAN

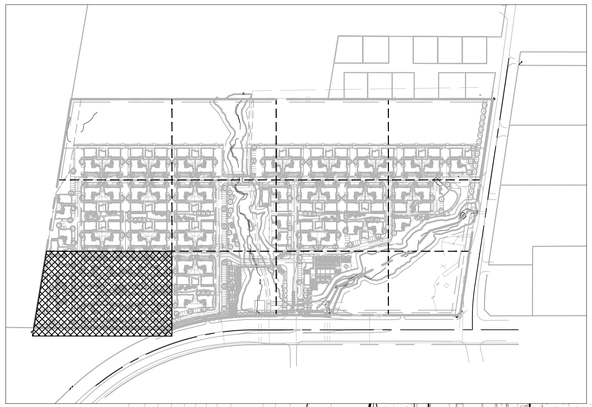
Scale: 1" = 20'-0"

A

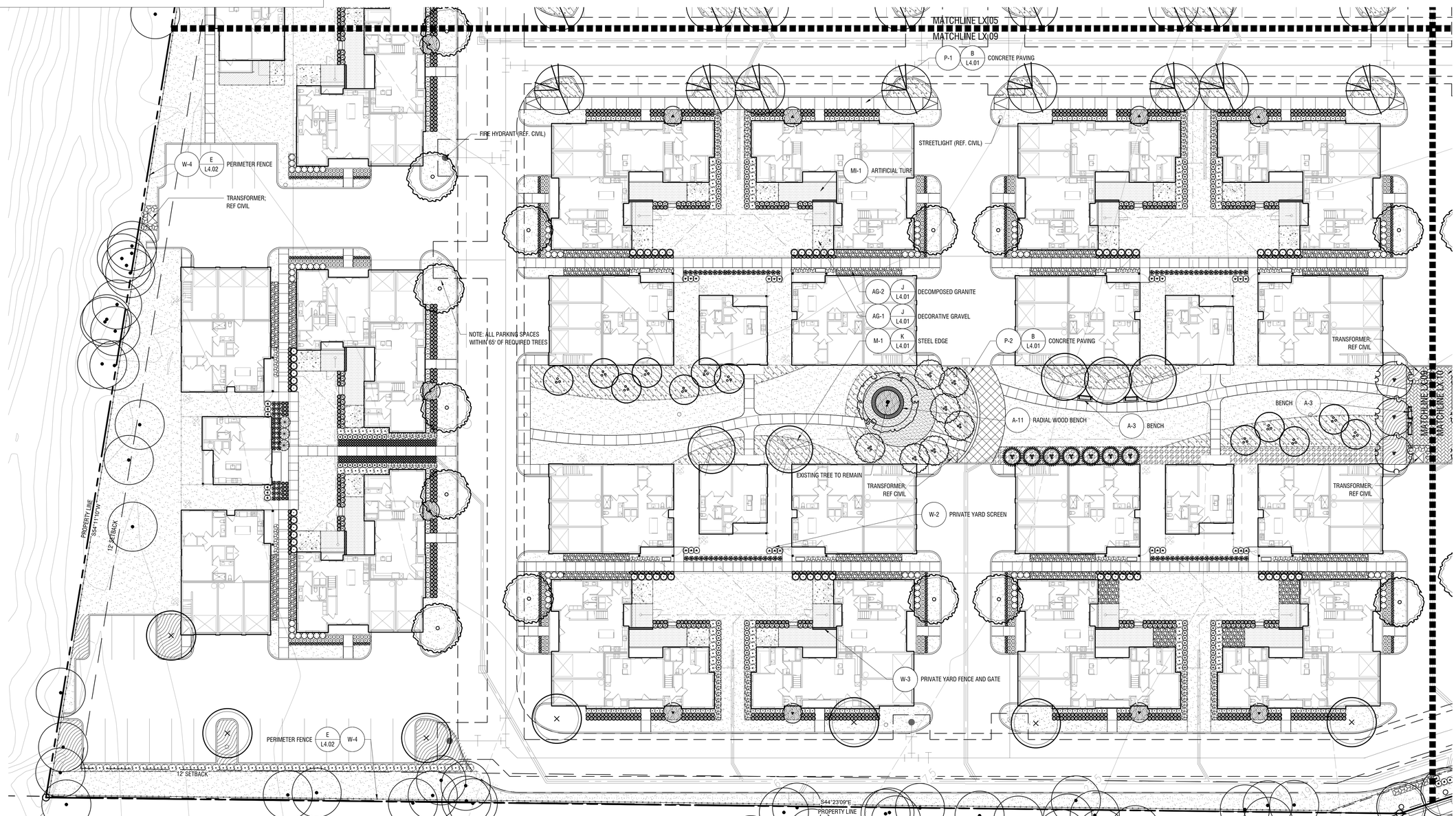
LANDSCAPE PLAN

L2.08

EXHIBIT D



KEY MAP



LANDSCAPE PLAN

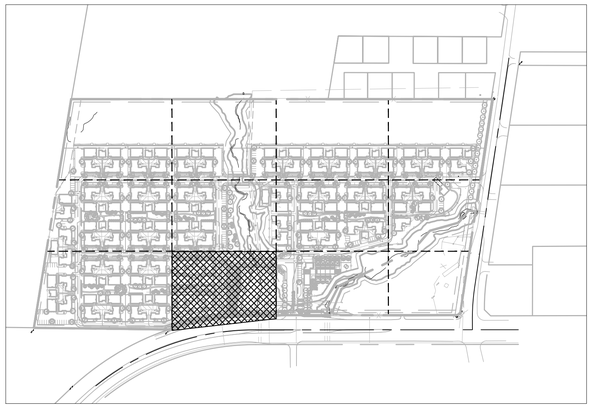
NORTH

0' 20' 40'
Scale: 1" = 20'-0"

LANDSCAPE PLAN A

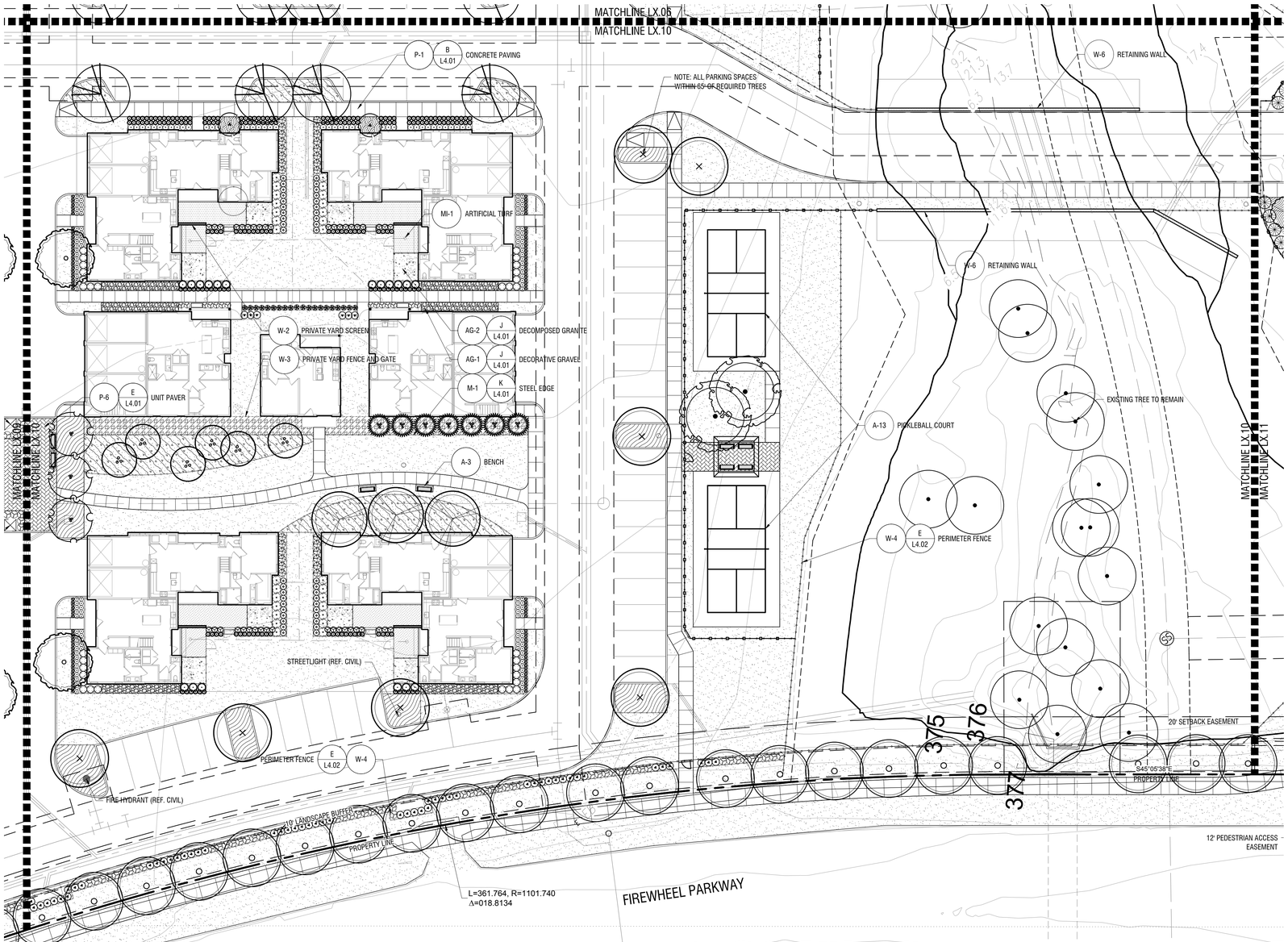
Scale: 1" = 20'-0"

L2.09



KEY MAP

EXHIBIT D



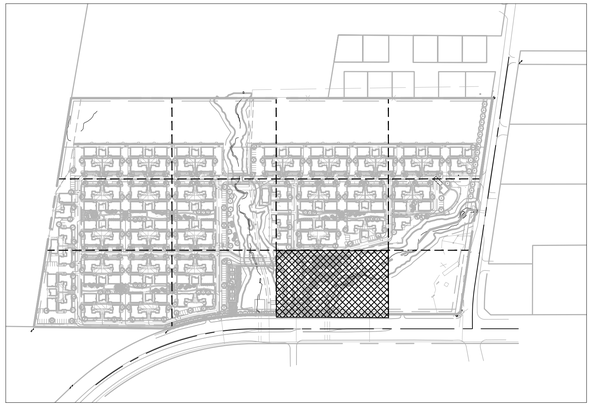
LANDSCAPE PLAN

Scale: 1" = 20'-0"

A

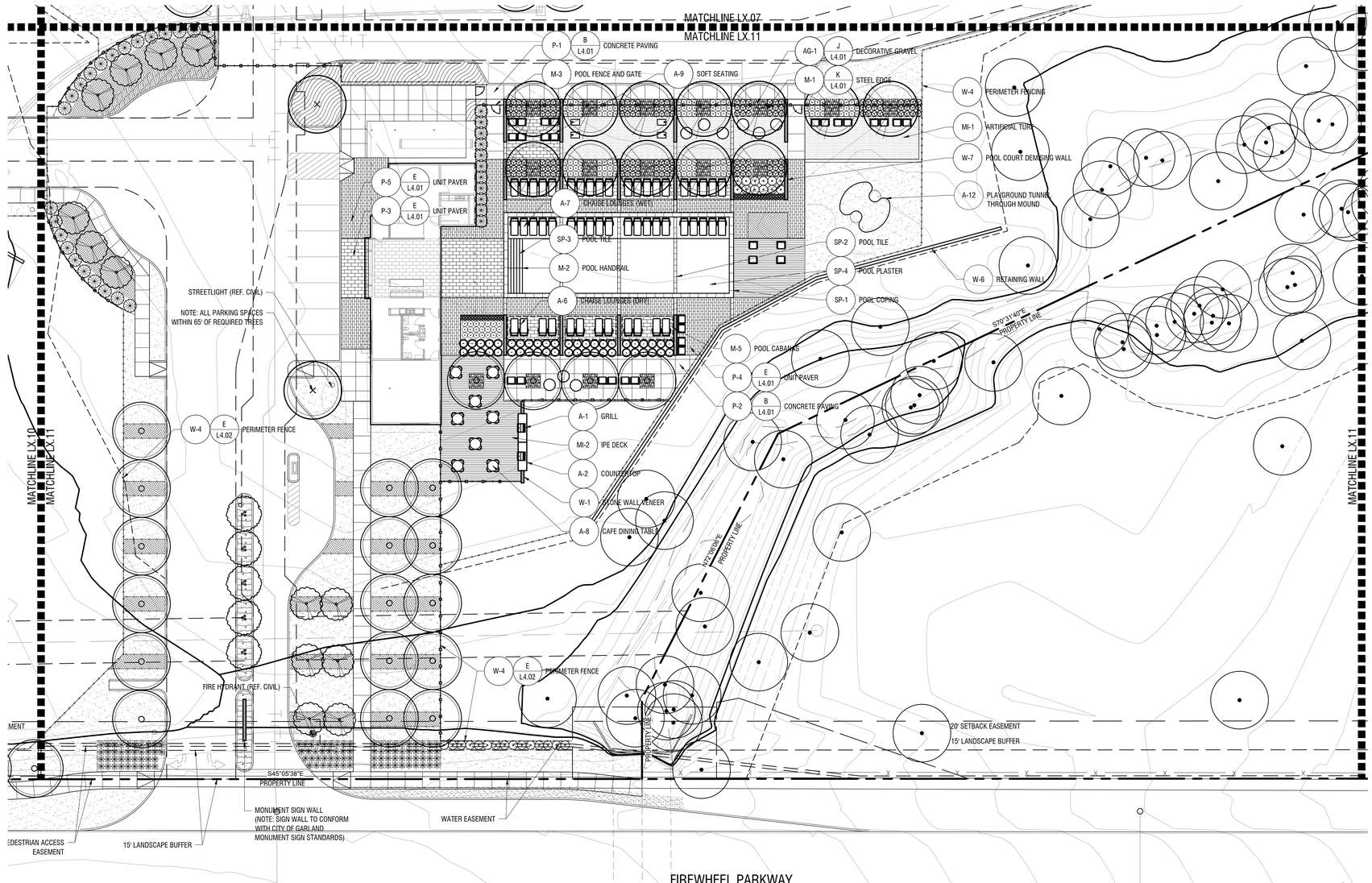
LANDSCAPE PLAN

L2.10



KEY MAP

EXHIBIT D



LANDSCAPE PLAN

Scale: 1" = 20'-0"

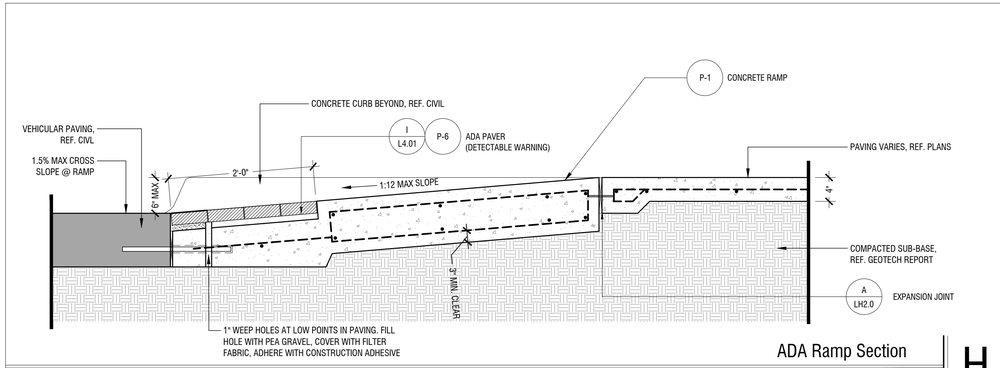
A

POOL COURT PLAN

L2.11

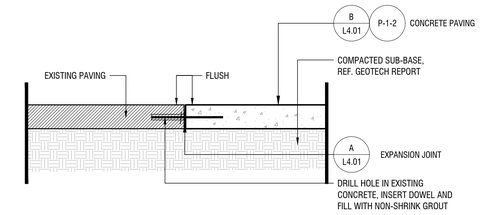
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT D



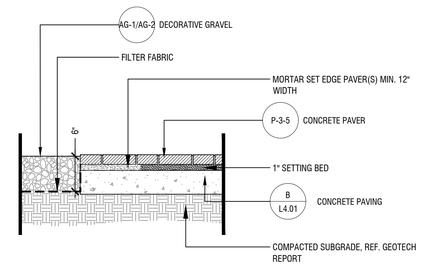
ADA Ramp Section **H**

Scale: 1" = 1'-0"



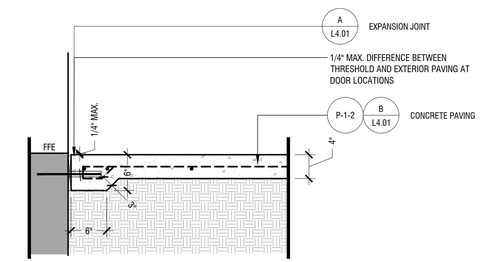
Concrete to Existing Sidewalk **D**

Scale: 1" = 1'-0"



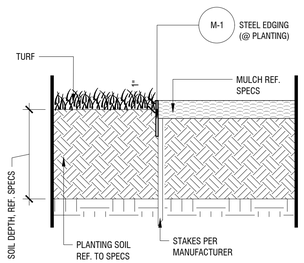
Paver to Decorative Gravel Transition **G**

Scale: 1"=1'-0"

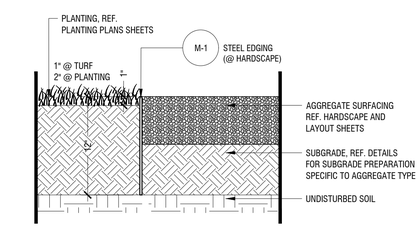


Concrete Paving @ Building **C**

Scale: 1" = 1'-0"



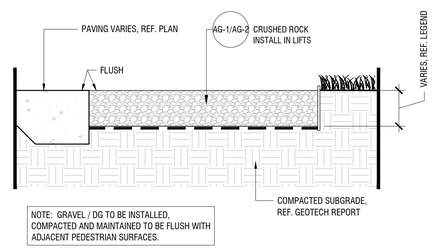
EDGE @ PLANTING



EDGE @ HARDSCAPE

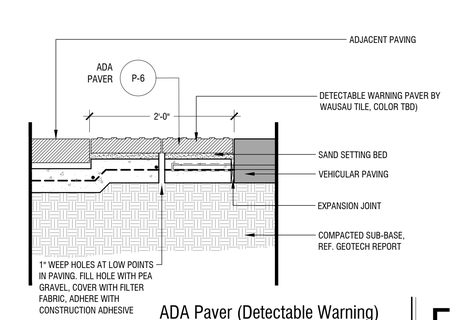
Steel Edge **I**

Scale: 1 1/2" = 1'-0"



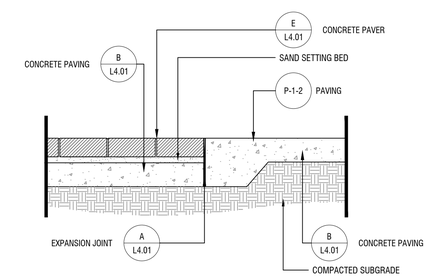
Decorative Gravel / Decomposed Granite **G**

Scale: 1 1/2"=1'-0"



ADA Paver (Detectable Warning) **F**

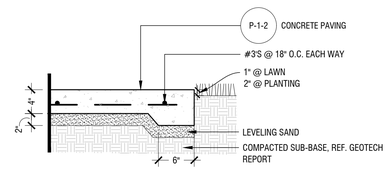
Scale: 1" = 1'-0"



Concrete Paver to Concrete Paving Transition **E**

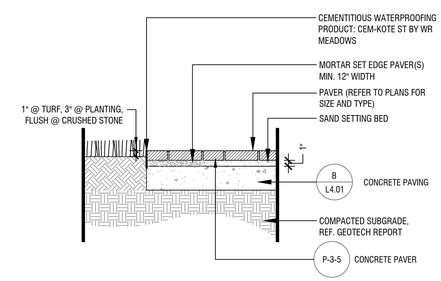
Scale: 1" = 1'-0"

NOTES:
1. ALL PAVING TO MEET SUBGRADE PREPARATION PER GEOTECH REPORT
2. ALL VEHICULAR PAVING BY CIVIL
3. ALL PAVING IN CITY RIGHT OF WAY TO MEET CITY STANDARDS



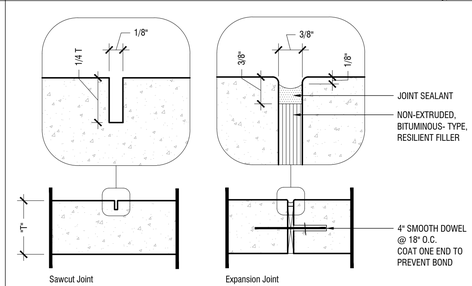
Typ. Concrete Paving **B**

Scale: 1" = 1'-0"



Concrete Paver (On Grade) **D**

Scale: 1" = 1'-0"



Concrete Paving Joints **A**

N.T.S.

No.	REVISIONS	DATE	BY

Kimley»Horn

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L.A. No. 2458 Date 03/04/2022

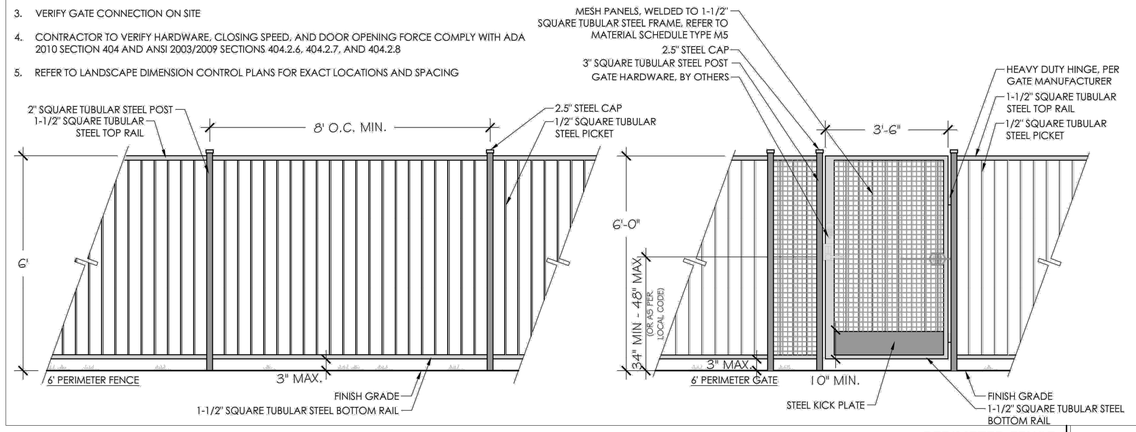
KHA PROJECT 064492124
DATE 03/04/2022
SCALE AS SHOWN
DESIGNED BY PDF
DRAWN BY NJF
CHECKED BY LRH

HARDSCAPE DETAILS

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND TEXAS
CASE NO. 210504-1

SHEET NUMBER
L4.01

NOTES:
1. SECTION / ELEVATION SHOWN FOR DESIGN INTENT ONLY. REFER TO FENCE SHOP DRAWINGS.
2. ALL METAL COMPONENTS TO BE PAINTED, REFER TO MATERIAL SCHEDULE TYPE F2 FOR FINISH
3. VERIFY GATE CONNECTION ON SITE
4. CONTRACTOR TO VERIFY HARDWARE, CLOSING SPEED, AND DOOR OPENING FORCE COMPLY WITH ADA 2010 SECTION 404 AND ANSI 2003/2009 SECTIONS 404.2.6, 404.2.7, AND 404.2.8
5. REFER TO LANDSCAPE DIMENSION CONTROL PLANS FOR EXACT LOCATIONS AND SPACING

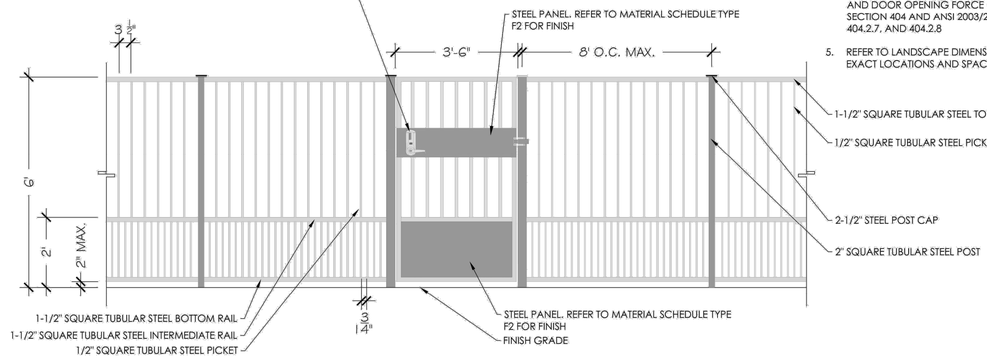


PERIMETER FENCE **E**

Scale: 1/2" = 1'-0"

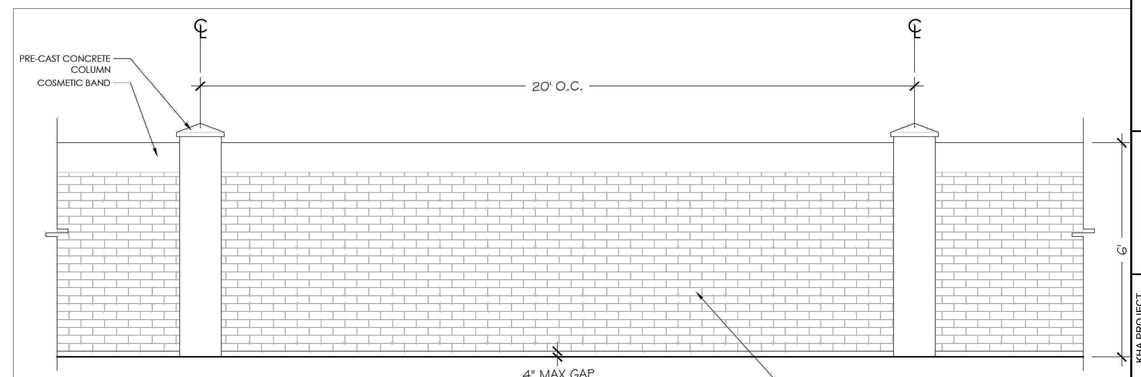
SELF-CLOSING/SELF-LOCKING GATE, AND PASSAGE LEVER ON THE EXTERIOR, AND PANIC OR FIRE EGRESS DOOR HARDWARE ON THE INSIDE WILL NEED TO BE LOCATED WITHIN THE ACCESSIBLE REACH. REFER TO MATERIAL SCHEDULE TYPE M4 FOR THE SELF CLOSING MECHANISM, M2 FOR THE PANIC BAR, AND M3 FOR THE KEYPAD/PASSAGE LEVER (BOTH BY CONTRACTOR) HANDLE HEIGHT TO BE 34" MIN. - 48" MAX AFF

NOTES:
1. SECTION / ELEVATION SHOWN FOR DESIGN INTENT ONLY. REFER TO FENCE SHOP DRAWINGS.
2. ALL METAL COMPONENTS TO BE POWDER-COATED, REFER TO MATERIAL SCHEDULE TYPE F2 FOR FINISH
3. VERIFY GATE CONNECTION ON SITE
4. CONTRACTOR TO VERIFY HARDWARE, CLOSING SPEED, AND DOOR OPENING FORCE COMPLY WITH ADA 2010 SECTION 404 AND ANSI 2003/2009 SECTIONS 404.2.6, 404.2.7, AND 404.2.8
5. REFER TO LANDSCAPE DIMENSION CONTROL PLANS FOR EXACT LOCATIONS AND SPACING



DOG PARK FENCE **D**

Scale: 1/2" = 1'-0"

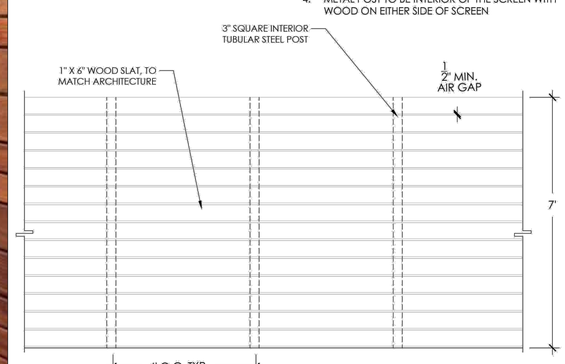


NOTES:
1. SECTION / ELEVATION SHOWN FOR DESIGN INTENT ONLY. REFER TO FENCE SHOP DRAWINGS AND STRUCTURAL DRAWINGS FOR DETAILED SPECIFICATIONS AND PROPER ASSEMBLY TECHNIQUES
2. CENTER PRE-CAST SPAN ON STORM OUTFALL. SONOTUBES TO SPAN 1' OVER EXISTING GRADE. GAPS TO NOT EXCEED 4'.

6' MASONRY SCREEN WALL **C**

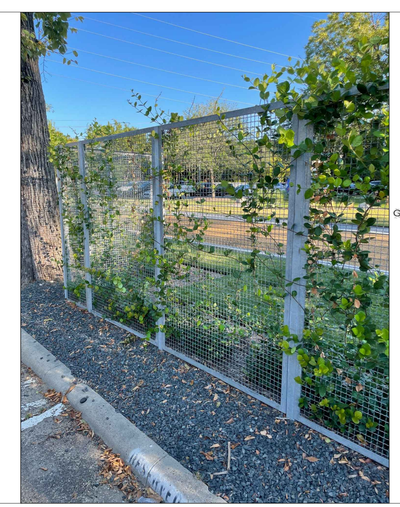
Scale: 1/2" = 1'-0"

NOTES:
1. SECTION / ELEVATION SHOWN FOR DESIGN INTENT ONLY. REFER TO FENCE SHOP DRAWINGS AND STRUCTURAL DRAWINGS.
2. REFER TO MATERIAL SCHEDULE TYPE F2 FOR METAL FINISH.
3. REFER TO MATERIAL SCHEDULE TYPE F4 FOR WOOD FINISH
4. METAL POST TO BE INTERIOR OF THE SCREEN WITH WOOD ON EITHER SIDE OF SCREEN

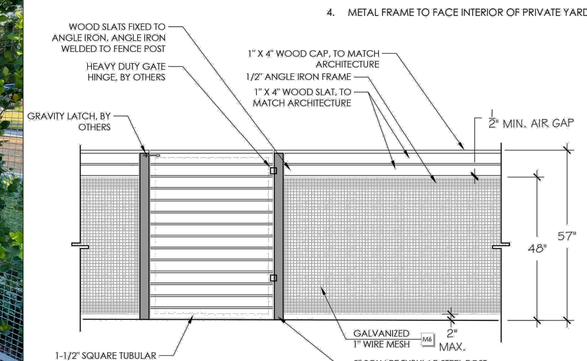


TYPICAL 7' HEIGHT PRIVATE YARD FENCE **B**

Scale: 1/2" = 1'-0"



NOTES:
1. SECTION / ELEVATION SHOWN FOR DESIGN INTENT ONLY. REFER TO FENCE SHOP DRAWINGS AND STRUCTURAL DRAWINGS.
2. REFER TO MATERIAL SCHEDULE TYPE F2 FOR METAL FINISH.
3. REFER TO MATERIAL SCHEDULE TYPE F4 FOR WOOD FINISH
4. METAL FRAME TO FACE INTERIOR OF PRIVATE YARD



PRIVATE YARD FENCE AND GATE **A**

Scale: 1/2" = 1'-0"

No.	REVISIONS	DATE	BY

Kimley»Horn
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260 EAST DAVIS, SUITE #100, MCKINNEY, TX 75069
PHONE: 469-302-5260
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM NO. F-928

DO NOT RELEASE FOR CONSTRUCTION
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Kimley»Horn
P.L.A. Paul D. Freeland
L.A. No. 2458 Date 03/04/2022

KHA PROJECT 064492124
DATE 03/04/2022
SCALE AS SHOWN
DESIGNED BY PDF
DRAWN BY NJF
CHECKED BY LRH

HARDSCAPE DETAILS

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND CASE NO. 210504-1 TEXAS

SHEET NUMBER
L4.02

EXHIBIT D

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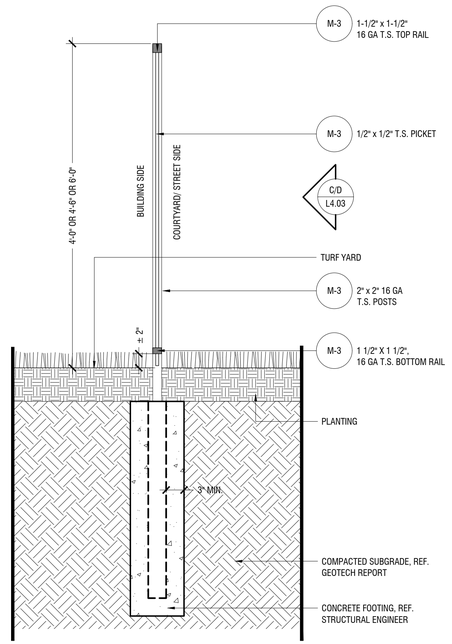
EXHIBIT D

NOTES:
1. ALL STEEL MEMBERS TO BE PAINTED, REF. MATERIAL LEGEND
2. POOL FENCE AND GATE TO MEET AT REQUIREMENTS FOR TEXAS DEPARTMENT OF HEALTH POOL ENCLOSURE LAWS
3. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION, ALL WELDS TO BE GROUND SMOOTH

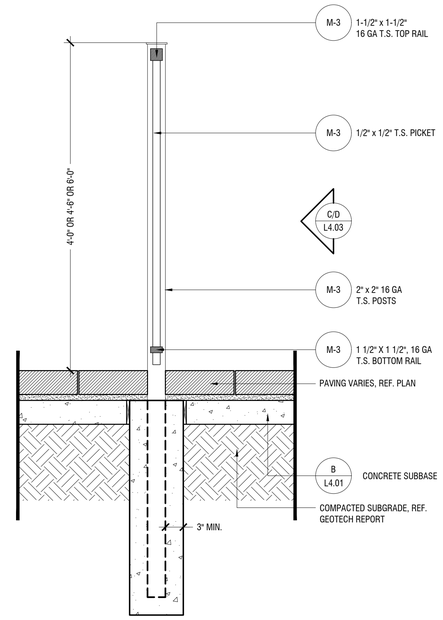


Fence Section @ Planting

Scale: 1" = 1'-0"

D

NOTES:
1. ALL STEEL MEMBERS TO BE PAINTED, REF. MATERIAL LEGEND
2. POOL FENCE AND GATE TO MEET AT REQUIREMENTS FOR TEXAS DEPARTMENT OF HEALTH POOL ENCLOSURE LAWS
3. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION, ALL WELDS TO BE GROUND SMOOTH

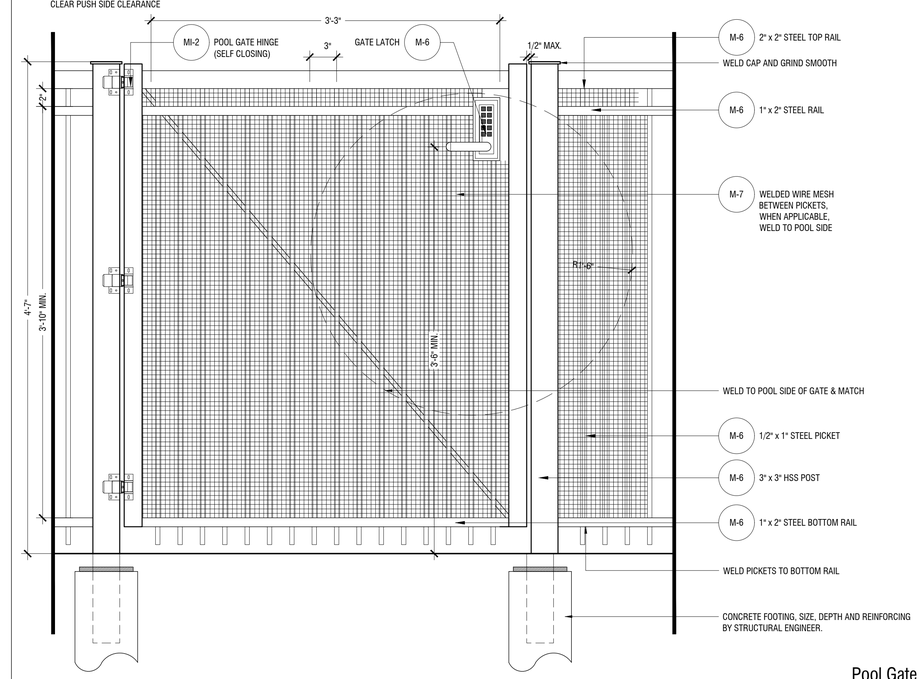


Fence Section @ Paving

Scale: 1" = 1'-0"

C

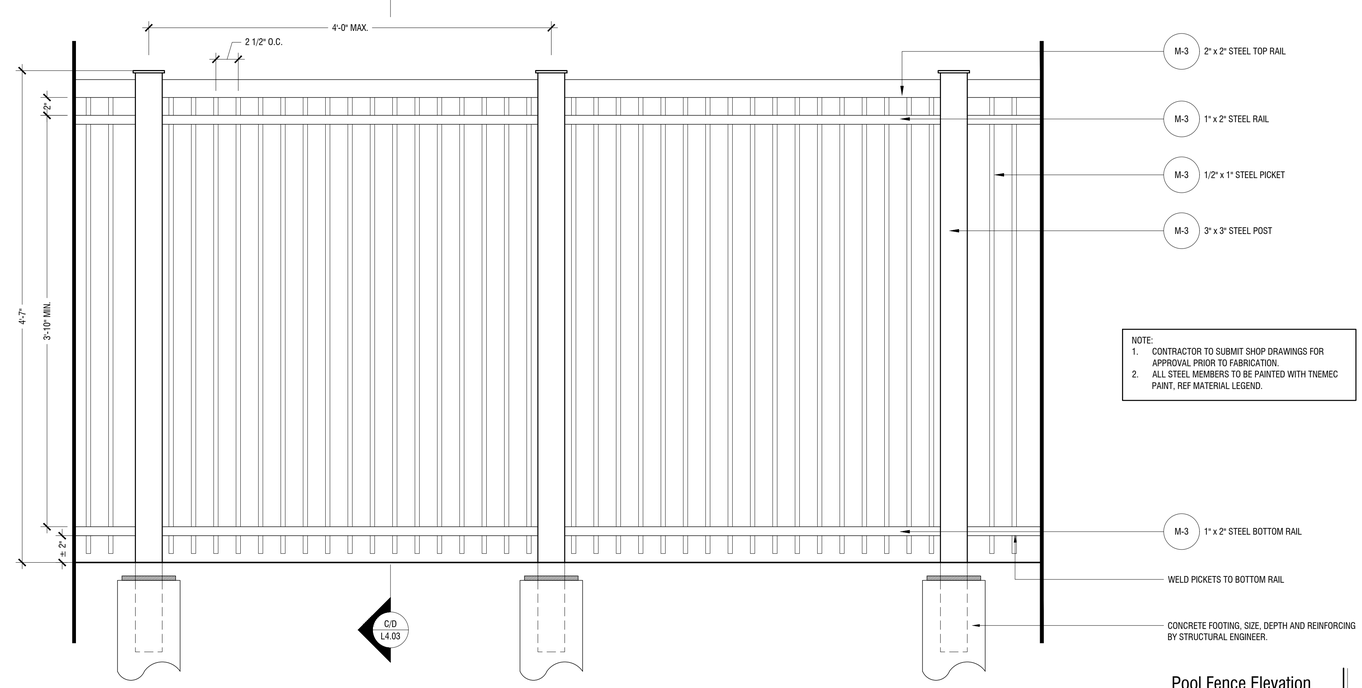
NOTES:
1. ALL STEEL MEMBERS TO BE PAINTED, REF. MATERIAL LEGEND
2. POOL FENCE AND GATE TO MEET AT REQUIREMENTS FOR TEXAS DEPARTMENT OF HEALTH POOL ENCLOSURE LAWS
3. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION, ALL WELDS TO BE GROUND SMOOTH
3. ALL ACCESS GATES TO HAVE A MINIMUM 18" W x 60" D NET CLEAR PULL SIDE CLEARANCE AND A 12" W x 48" D NET CLEAR PUSH SIDE CLEARANCE



Pool Gate

Scale: 1 1/2" = 1'-0"

B



NOTE:
1. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.
2. ALL STEEL MEMBERS TO BE PAINTED WITH TNEMEC PAINT, REF MATERIAL LEGEND.

Pool Fence Elevation

Scale: 1 1/2" = 1' - 0"

A

No.	REVISIONS	DATE	BY

Kimley»Horn

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TEXAS REGISTERED ENGINEERING FIRM NO. F-928

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P.L.A. Paul D. Freeland
L.A. No. 2458 Date 03/04/2022

KHA PROJECT 064492124
DATE 03/04/2022
SCALE AS SHOWN
DESIGNED BY PDF
DRAWN BY NJF
CHECKED BY LRH

HARDSCAPE DETAILS

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND CASE NO. 210504-1 TEXAS

SHEET NUMBER
L4.03

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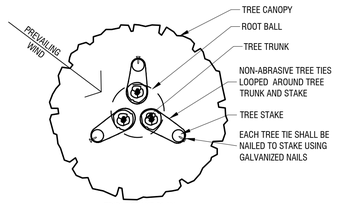
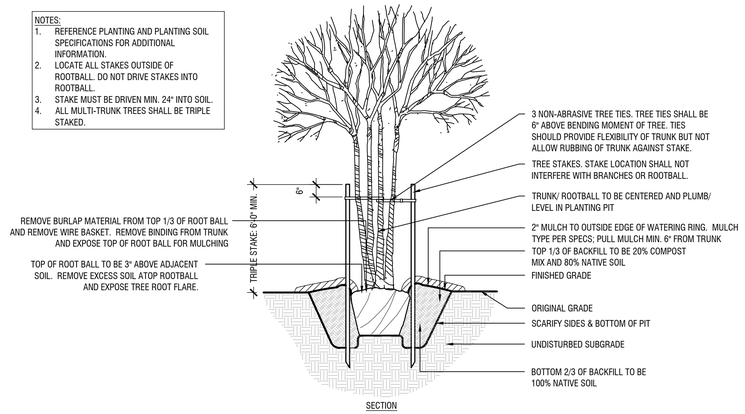
EXHIBIT D



TRIPLE STAKE PLAN
3" CALIPER AND GREATER

NOTES:
1. REFERENCE PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL.
3. STAKE MUST BE DRIVEN MIN. 24" INTO SOIL.
4. ALL MULTI-TRUNK TREES SHALL BE TRIPLE STAKED.

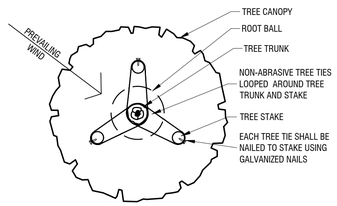


SECTION

Multi-Trunk / Ornamental Tree (Above Grade Stakes)

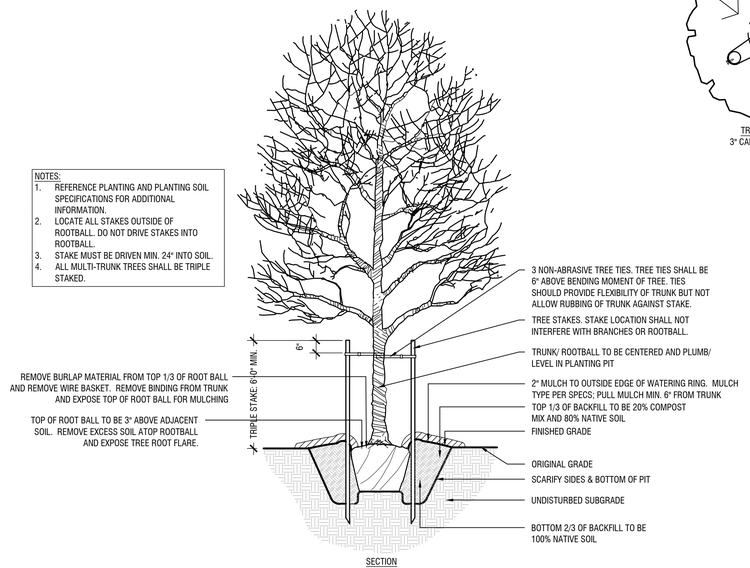
Scale: 1/2"=1'-0"

B



TRIPLE STAKE PLAN
3" CALIPER AND GREATER

NOTES:
1. REFERENCE PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL.
3. STAKE MUST BE DRIVEN MIN. 24" INTO SOIL.
4. ALL MULTI-TRUNK TREES SHALL BE TRIPLE STAKED.

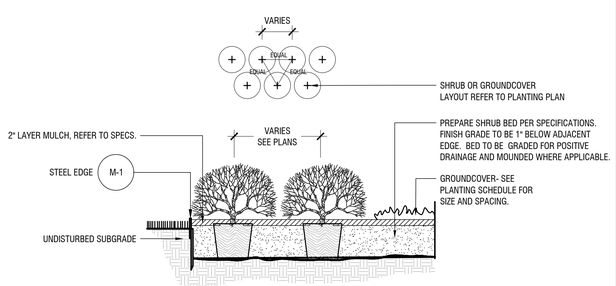


SECTION

Canopy Tree (Above Grade Stakes)

Scale: 1/2"=1'-0"

A



Shrubs & Groundcover

Scale: 1/2" = 1'-0"

C

No.	REVISIONS	DATE	BY

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PLANTING DETAILS

EXHIBIT D:
ParcHAUS - GARLAND
PREPARED FOR
PROVIDENT REALTY ADVISORS
GARLAND CASE NO. 210504-1 TEXAS

SHEET NUMBER
L4.11

EXHIBIT E

NOTES:

TYPE	DESCRIPTION
CO-01	CONCRETE FOUNDATION - FORM SMOOTH
FC-01	FIBER CEMENT - LAP SIDING - 8"
FC-02	FIBER CEMENT - BOARD & BATTEN
FC-03	FIBER CEMENT - LAP SIDING - 6"
FC-04	FIBER CEMENT TRIM
MT-01	STANDING SEAM METAL ROOF
MT-02	5" K STYLE METAL GUTTER
MT-03	4" DIA. METAL DOWNSPOUT
MT-04	METAL FLASHING
MT-05	METAL LOUVER
MT-06	METAL RAILING
MT-07	ALUMINUM T-RAILING
MT-08	SHEET METAL PANEL
SH-01	COMPOSITION SHINGLE ROOF
ST-01	STONE VENEER - LIMESTONE RUBBLE 4" THICK
ST-02	CUT STONE SILL
WD-01	WOOD COLUMN TO STAIN
WD-02	WOOD FASCIA
WD-03	WOOD SILL
WD-04	WOOD BEAM TO STAIN

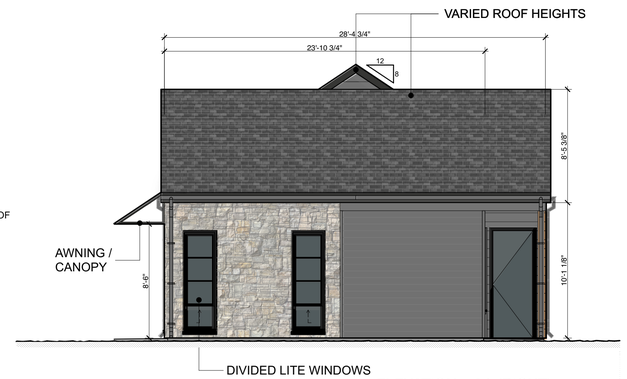
A1 ARCHITECTURAL ELEMENTS:

1. AWNINGS / CANOPY
2. DISPLAY WINDOWS
3. DIVIDED LITE WINDOWS
4. DISTINCTIVE LIGHT FEATURES (SITE)
5. VARIED ROOF HEIGHTS
6. ALCOVES / PORTICOS

BUILDING UNIT - A1			
Horizontal Building Articulation:			
Buildings Greater Than 40 Feet in Width, less than 80 feet in Width		Calculations	
A	Minimum of one horizontal articulation is required that is at least 20% of the building's total street-facing length	NA - Under 40'	
B	Building's total street-facing length	0'	
C	Depth articulation of at least two feet (2') shall be required for every thirty feet (30') of building facade length	NA	
Vertical Building Articulation:			
Buildings Greater Than 50 feet in Width		Calculations	
A	Minimum of one vertical articulation is required that is at least 20% of the building's total street-facing facade length.	NA - Under 50'	
B	Building's total street-facing width.	0'	
C	Height articulation for flat roofs of at least three (3') shall be required for every fifty feet (50') of building facade width.	NA	
D	Building's non-articulated height	NA	

RIGHT ELEVATION AREA 241 (GSF)

WINDOWS / DOOR AREA: 39 (GSF) - 16% OF TOTAL ELEVATION
55% MASONRY ST-01
45% SIDING FC-01
0% SIDING FC-02
0% SIDING FC-03



4 ELEVATION - A1 (RIGHT)
SCALE: 3/16" = 1'-0"

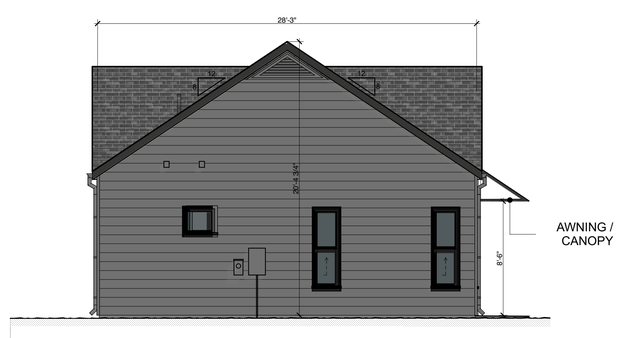
REAR ELEVATION AREA 342 (GSF)

WINDOWS / DOOR AREA: 63 (GSF) - 18% OF TOTAL ELEVATION
0% MASONRY ST-01
60% SIDING FC-01
0% SIDING FC-02
22% SIDING FC-03

3 COURTYARD NORTH ELEVATION - A1 (REAR)
SCALE: 3/16" = 1'-0"

LEFT ELEVATION AREA 427 (GSF)

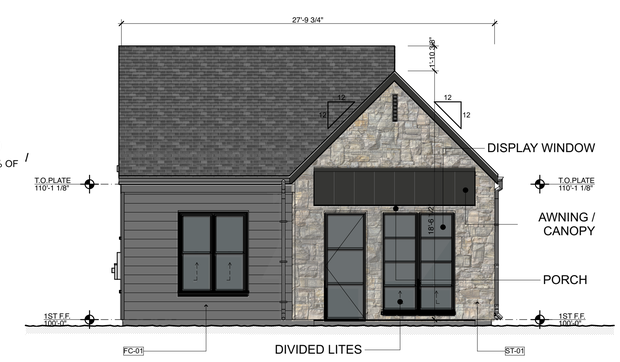
WINDOWS / DOOR AREA: 33 (GSF) - 8% OF TOTAL ELEVATION
0% MASONRY ST-01
92% SIDING FC-01
0% SIDING FC-02
0% SIDING FC-03



2 ELEVATION - A1 (LEFT)
SCALE: 3/16" = 1'-0"

FRONT ELEVATION AREA 338 (GSF)

WINDOWS / DOOR AREA: 99 (GSF) - 29% OF TOTAL ELEVATION
42% MASONRY ST-01
28% SIDING FC-01
0% SIDING FC-02
0% SIDING FC-03



1 GREENWAY ELEVATION - A1 (FRONT)
SCALE: 3/16" = 1'-0"

Project:

parcHAUS - Garland

3309 Castle Drive
Garland, Texas

Owner:

PROVIDENT REALTY ADVISORS
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10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
972 . 385 . 4183

Architect:

MAREKarchitecture
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Dallas, Texas 75205
214 . 380 . 9351
marekarchitecture.com

Seal:

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

SCOTT A MAREK
TEXAS REG. ARCHITECT
TBAE NO. 18502
25 JANUARY 2022

Key Plan:

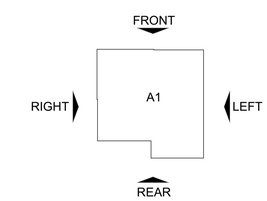


EXHIBIT E

Drawing Title:

A1 ELEVATIONS

Issued For:	DEVELOP. REVIEW
Date:	25 JANUARY 2022
Project Number	2141
Sheet Number	A3.21

EXHIBIT E

NOTES:

TYPE	DESCRIPTION
CO-01	CONCRETE FOUNDATION - FORM SMOOTH
FC-01	FIBER CEMENT - LAP SIDING - 8"
FC-02	FIBER CEMENT - BOARD & BATTEN
FC-03	FIBER CEMENT - LAP SIDING - 6"
FC-04	FIBER CEMENT TRIM
MT-01	STANDING SEAM METAL ROOF
MT-02	5" K STYLE METAL GUTTER
MT-03	4" DIA. METAL DOWNSPOUT
MT-04	METAL FLASHING
MT-05	METAL LOUVER
MT-06	METAL RAILING
MT-07	ALUMINUM T-RAILING
MT-08	SHEET METAL PANEL
SH-01	COMPOSITION SHINGLE ROOF
ST-01	STONE VENEER - LIMESTONE RUBBLE 4" THICK
ST-02	CUT STONE SILL
WD-01	WOOD COLUMN TO STAIN
WD-02	WOOD FASCIA
WD-03	WOOD SILL
WD-04	WOOD BEAM TO STAIN

B1&A2 ARCHITECTURAL ELEMENTS:

1. DISPLAY WINDOW
2. GABLE WINDOWS
3. DISTINCTIVE LIGHT FEATURES (SITE)
4. DIVIDED LITE WINDOWS (B1)
5. ALCOVES / PORTICOS (B1)
6. VARIED ROOF HEIGHTS

BUILDING UNIT - B1-A2			
Horizontal Building Articulation:			
Buildings Greater Than 40 Feet in Width, less than 80 feet in Width		Calculations	
A	Minimum of one horizontal articulation is required that is at least 20% of the building's total street-facing length	NA - Under 40'	
B	Building's total street-facing length	36'-7"	
C	Depth articulation of at least two feet (2') shall be required for every thirty feet (30') of building facade length	NA	
Vertical Building Articulation:			
Buildings Greater Than 50 feet in Width		Calculations	
A	Minimum of one vertical articulation is required that is at least 20% of the building's total street-facing facade length.	NA - Under 50'	
B	Building's total street-facing width.	36'-7"	
C	Height articulation for flat roofs of at least three (3') shall be required for every fifty feet (50') of building facade width.	NA	
D	Building's non-articulated height	NA	

RIGHT ELEVATION AREA 912 (GSF)

WINDOWS / DOOR AREA: 155 (GSF) - 17% OF TOTAL ELEVATION
5% MASONRY ST-01
12% SIDING FC-01
56% SIDING FC-02
6% SIDING FC-03

4 GREENWAY ELEVATION - B1&A2 (RIGHT)
SCALE: 3/16" = 1'-0"

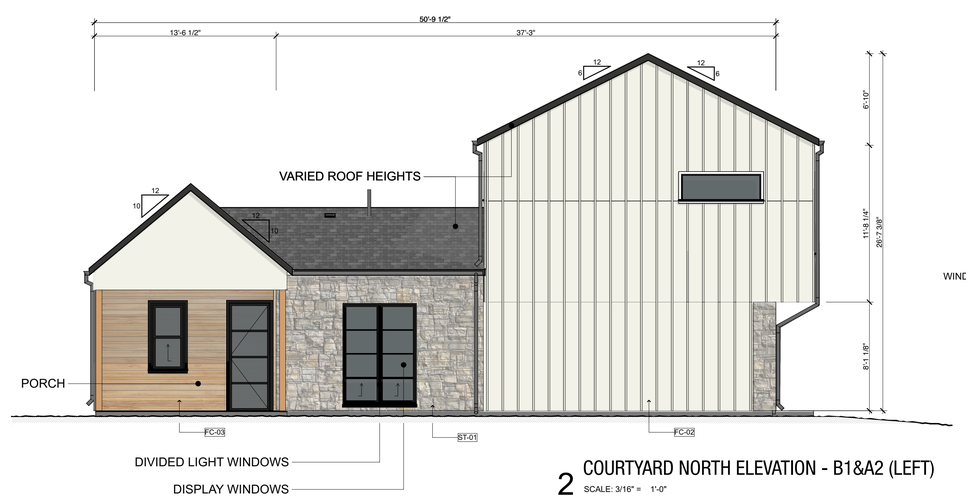
REAR ELEVATION AREA 344 (GSF)

WINDOWS / DOOR AREA: 47 (GSF) - 14% OF TOTAL ELEVATION
0% MASONRY ST-01
2% SIDING FC-01
86% SIDING FC-02
0% SIDING FC-03

3 COURTYARD EAST ELEVATION - B1&A2 (REAR)
SCALE: 3/16" = 1'-0"

LEFT ELEVATION AREA 912 (GSF)

WINDOWS / DOOR AREA: 99 (GSF) - 11% OF TOTAL ELEVATION
13% MASONRY ST-01
92% SIDING FC-01
66% SIDING FC-02
8% SIDING FC-03



2 COURTYARD NORTH ELEVATION - B1&A2 (LEFT)
SCALE: 3/16" = 1'-0"

FRONT ELEVATION AREA 714 (GSF)

WINDOWS / DOOR AREA: 307 (GSF) - 43% OF TOTAL ELEVATION
12% MASONRY ST-01
0% SIDING FC-01
40% SIDING FC-02
5% SIDING FC-03

1 PRIVATE DRIVE RIGHT ELEVATION - B1&A2 (FRONT)
SCALE: 3/16" = 1'-0"

Project:

parcHAUS - Garland

3309 Castle Drive
Garland, Texas

Owner:

PROVIDENT REALTY ADVISORS
Glenn Lanier
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
972 . 385 . 4183

Architect:

MAREKarchitecture
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Dallas, Texas 75205
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marekarchitecture.com

Seal:

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

SCOTT A MAREK
TEXAS REG. ARCHITECT
TBAE NO. 18502
25 JANUARY 2022

Key Plan:

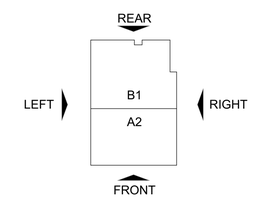


EXHIBIT E

Drawing Title:

B1&A2 ELEVATIONS

Issued For:	DEVELOP. REVIEW
Date:	25 JANUARY 2022
Project Number	2141
Sheet Number	A3.22

NOTES:

TYPE	DESCRIPTION
CO-01	CONCRETE FOUNDATION - FORM SMOOTH
FC-01	FIBER CEMENT - LAP SIDING - 8"
FC-02	FIBER CEMENT - BOARD & BATTEN
FC-03	FIBER CEMENT - LAP SIDING - 6"
FC-04	FIBER CEMENT TRIM
MT-01	STANDING SEAM METAL ROOF
MT-02	5" K STYLE METAL GUTTER
MT-03	4" DIA. METAL DOWNSPOUT
MT-04	METAL FLASHING
MT-05	METAL LOUVER
MT-06	METAL RAILING
MT-07	ALUMINUM T-RAILING
MT-08	SHEET METAL PANEL
SH-01	COMPOSITION SHINGLE ROOF
ST-01	STONE VENEER - LIMESTONE RUBBLE 4" THICK
ST-02	CUT STONE SILL
WD-01	WOOD COLUMN TO STAIN
WD-02	WOOD FASCIA
WD-03	WOOD SILL
WD-04	WOOD BEAM TO STAIN

B2&C1 ARCHITECTURAL ELEMENTS:

1. AWNINGS / CANOPY
2. DISPLAY WINDOWS
3. DIVIDED LITE WINDOWS
4. DISTINCTIVE LIGHT FEATURE
5. VARIED ROOF HEIGHTS
6. GABLE WINDOWS

BUILDING UNIT - B2-C1			
Horizontal Building Articulation:			
Buildings Greater Than 40 Feet in Width, less than 80 feet in Width		Calculations	
		Front	Private Drive
A	Minimum of one horizontal articulation is required that is at least 20% of the building's total street-facing length	13'-6 1/4" (20%)	16'-3 1/4" (31%)
B	Building's total street-facing length	66'-2 1/4"	52'-5 1/4"
C	Depth articulation of at least two feet (2') shall be required for every thirty feet (30') of building facade length	Complies	Complies

BUILDING UNIT - B2-C1			
Horizontal Building Articulation:			
Buildings Greater Than 40 Feet in Width, less than 80 feet in Width		Calculations	
		Front	Private Drive
A	Minimum of one horizontal articulation is required that is at least 20% of the building's total street-facing length	13'-6 1/4" (20%)	16'-3 1/4" (31%)
B	Building's total street-facing length	66'-2 1/4"	52'-5 1/4"
C	Depth articulation of at least two feet (2') shall be required for every thirty feet (30') of building facade length	Complies	Complies

RIGHT ELEVATION AREA 760 (GSF)

WINDOWS / DOOR AREA: 603 (GSF) - 79% OF TOTAL ELEVATION
29% MASONRY ST-01
0% SIDING FC-01
21% SIDING FC-02
12% SIDING FC-03

4 PRIVATE DRIVE RIGHT ELEVATION - B2&C1 (RIGHT)
SCALE: 3/16" = 1'-0"

REAR ELEVATION AREA 1,221 (GSF)

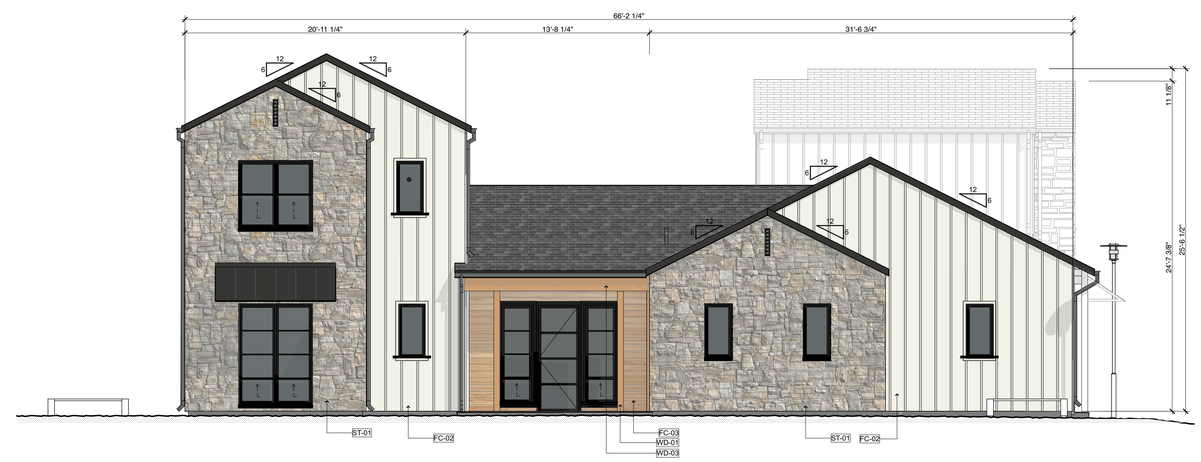
WINDOWS / DOOR AREA: 218 (GSF) - 18% OF TOTAL ELEVATION
4% MASONRY ST-01
11% SIDING FC-01
66% SIDING FC-02
10% SIDING FC-03

3 COURTYARD SOUTH ELEVATION - B2&C1 (REAR)
SCALE: 3/16" = 1'-0"

LEFT ELEVATION AREA 943 (GSF)

WINDOWS / DOOR AREA: 67 (GSF) - 7% OF TOTAL ELEVATION
28% MASONRY ST-01
15% SIDING FC-01
37% SIDING FC-02
8% SIDING FC-03

2 COURTYARD EAST ELEVATION - B2&C1 (LEFT)
SCALE: 3/16" = 1'-0"



FRONT ELEVATION AREA 1072 (GSF)

WINDOWS / DOOR AREA: 187 (GSF) - 17% OF TOTAL ELEVATION
41% MASONRY ST-01
0% SIDING FC-01
36% SIDING FC-02
6% SIDING FC-03

1 MAIN DRIVE ELEVATION - B2&C1 (FRONT)
SCALE: 3/16" = 1'-0"

EXHIBIT E

Project:

parcHAUS - Garland

3309 Castle Drive
Garland, Texas

Owner:

PROVIDENT REALTY ADVISORS
Glenn Lanier
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
972 . 385 . 4183

Architect:

MAREKarchitecture
5115 McKinney Avenue, Suite E
Dallas, Texas 75205
214 . 380 . 9351
marekarchitecture.com

Seal:

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

SCOTT A MAREK
TEXAS REG. ARCHITECT
TBAE NO. 18502
25 JANUARY 2022

Key Plan:

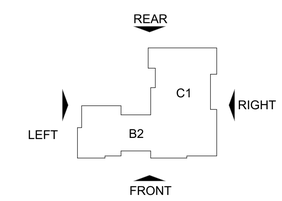


EXHIBIT E

Drawing Title:

B2&C1 ELEVATIONS

Issued For: DEVELOP. REVIEW

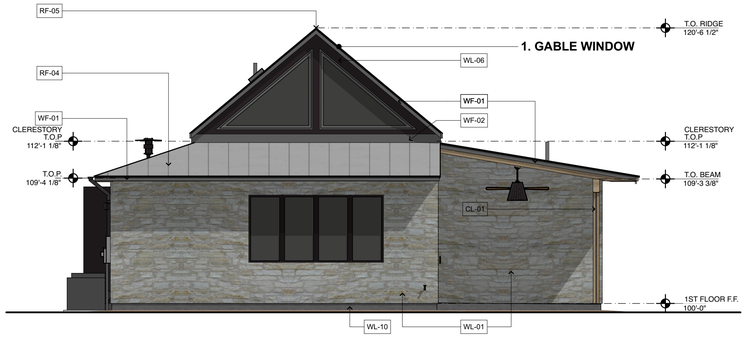
Date: 25 JANUARY 2022

Project Number 2141

Sheet Number

A3.23

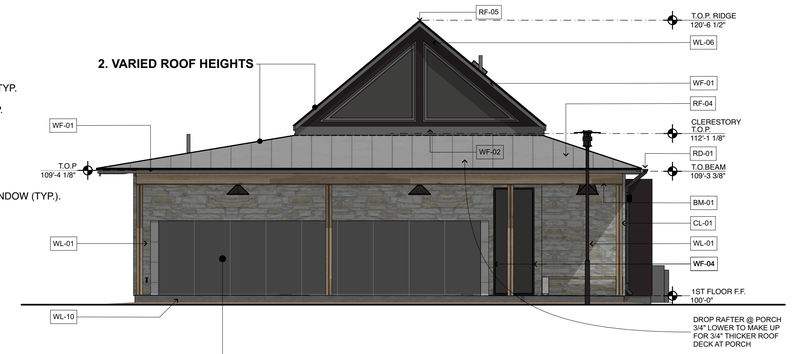
EXHIBIT E



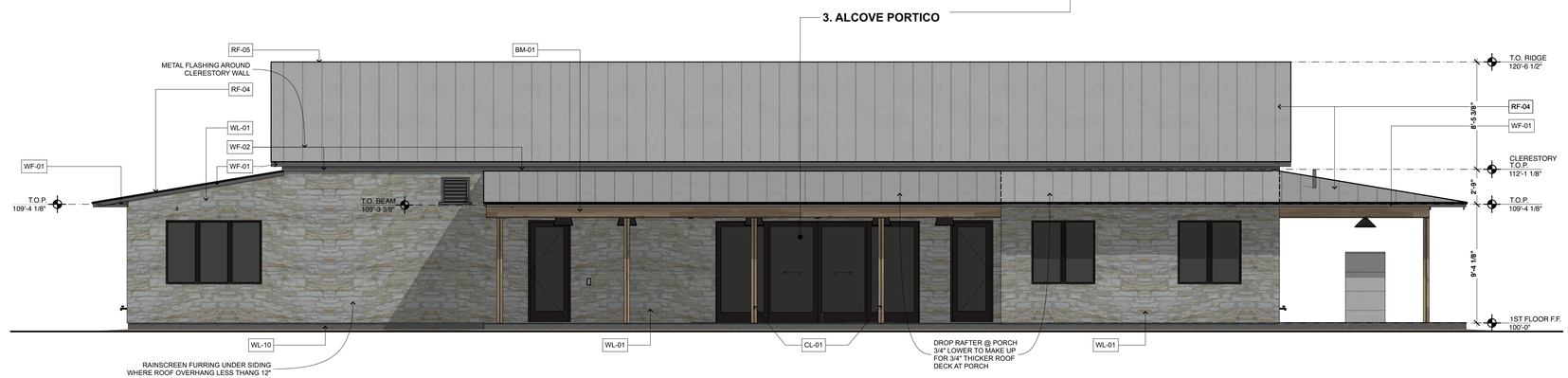
4 RIGHT ELEVATION
SCALE: 3/16" = 1'-0"

NOTES:

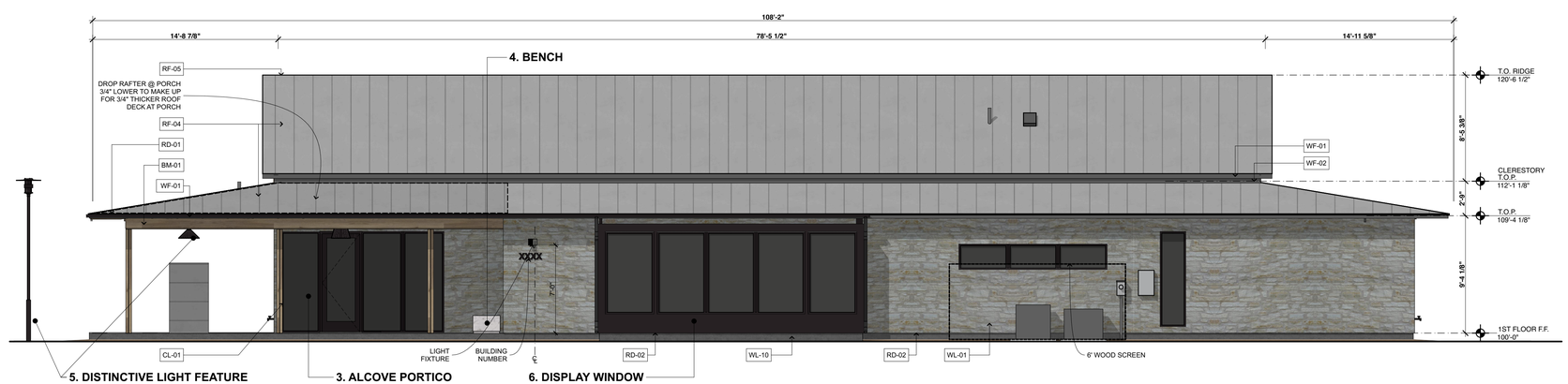
WL-01 ADHERED STONE VENEER.
WL-02 ADHERED STONE SILL.
WL-04 FIBER CEMENT BATTEN TO PAINT, TYP.
WL-06 FIBER CEMENT TRIM TO PAINT, TYP.
WL-10 FOUNDATION FORM SMOOTH.
WF-01 METAL FASCIA.
WF-02 METAL FLASHING.
WF-04 CUSTOM METAL BEAD AROUND WINDOW (TYP.).
RF-04 STANDING SEAM METAL ROOF.
RF-05 METAL RIDGE CAP.
RF-06 METAL RIDGE SEAM.
RD-01 6"⌀ HALF ROUND METAL GUTTER.
RD-02 4"⌀ ROUND METAL DOWNSPOUT.
BM-01 WOOD BEAM.
CL-01 WOOD COLUMN.



3 LEFT ELEVATION
SCALE: 3/16" = 1'-0"



2 REAR ELEVATION
SCALE: 3/16" = 1'-0"



1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"

AMENITY CENTER			
Horizontal Building Articulation:			
Buildings Greater Than 80 feet in Width		Calculations	
		Front	Left
A	Minimum of one horizontal articulation is required that is at least 30% of the building's total street-facing length	18'-2 3/4" + 14'-9 1/4" = 33'-0"	NA
B	Building's total street-facing length equals greater than 80'	105'-2 3/4"	36'-5 1/4"
C	Depth articulation of at least four feet (4') shall be required for at least thirty percent (30%) of building facade length.	Complies	NA
Vertical Building Articulation:			
Buildings Greater Than 50 feet in Width		Calculations	
A	Minimum of one vertical articulation is required that is at least 20% of the building's total street-facing facade length.	80'-4" (76%)	NA
B	Building's total street-facing width.	105'-2 3/4"	36'-5 1/4"
C	Height articulation for flat roofs of at least three (3') shall be required for every fifty feet (50') of building facade width.	NA	NA
D	Building's non-articulated height	9'-4 1/8"	NA

AMENITY ARCHITECTURAL ELEMENTS

1. GABLE WINDOW 2. VARIED ROOF HEIGHTS 3. ALCOVE PORTICO 4. BENCHES FOR OUTDOOR SITTING 5. DISTINCTIVE LIGHT FEATURE 6. DISPLAY WINDOW

Project:

parcHAUS - Garland

3309 Castel Drive
Garland, Texas

Owner:

PROVIDENT REALTY ADVISORS
Glenn Lanier
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
972 . 385 . 4183

Architect:

MAREKarchitecture
5115 McKinney Avenue, Suite E
Dallas, Texas 75205
214 . 380 . 9351
marekarchitecture.com

Seal:

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

SCOTT A MAREK
TEXAS REG. ARCHITECT
TBAE NO. 18502
25 JANUARY 2022

Issues:

EXHIBIT E

Drawing Title:

Amenity Elevations

Issued For: DEVELOP. REVIEW

Date: 25 JANUARY 2022

Project Number 2141

Sheet Number

A3.02

EXHIBIT E

NOTES:

WL-01 ADHERED STONE VENEER.
WL-02 ADHERED STONE SILL.
WL-04 FIBER CEMENT BATTEN TO PAINT, TYP.
WL-06 FIBER CEMENT TRIM TO PAINT, TYP.
WL-10 FOUNDATION FORM SMOOTH.
WF-01 METAL FASCIA.
WF-02 METAL FLASHING.
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RF-04 STANDING SEAM METAL ROOF.
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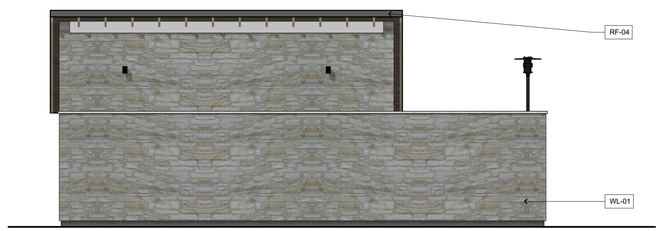
RF-06 METAL RIDGE SEAM.
RD-01 6"⌀ HALF ROUND METAL GUTTER.
RD-02 4"⌀ ROUND METAL DOWNSPOUT.
BM-01 WOOD BEAM.
CL-01 WOOD COLUMN.

TRASH/ MAINTENANCE ARCHITECTURAL ELEMENTS

1. VARIED ROOF HEIGHTS.
2. DISTINCTIVE LIGHT FEATURE.
3. SHUTTER DOORS.
4. BENCHES FOR OUTDOOR SITTING.
5. PLANTER.
6. GABLE WINDOW.

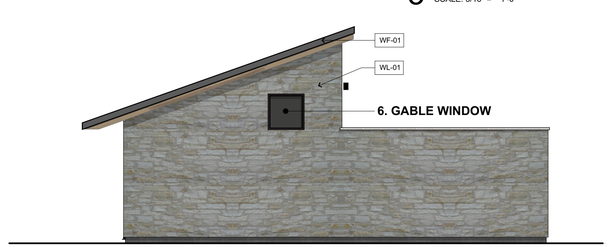
TRASH & MAINTENANCE BUILDING			
Horizontal Building Articulation:			
Buildings Greater Than 40 Feet in Width, less than 80 feet in Width		Calculations	
A	Minimum of one horizontal articulation is required that is at least 20% of the building's total street-facing length	NA - Under 40'	
B	Building's total street-facing length	36'	
C	Depth articulation of at least two feet (2') shall be required for every thirty feet (30') of building facade length	NA	
Vertical Building Articulation:			
Buildings Greater Than 50 feet in Width		Calculations	
A	Minimum of one vertical articulation is required that is at least 20% of the building's total street-facing facade length.	NA - Under 50'	
B	Building's total street-facing width.	36'	
C	Height articulation for flat roofs of at least three (3') shall be required for every fifty feet (50') of building facade width.	NA	
D	Building's non-articulated height	NA	



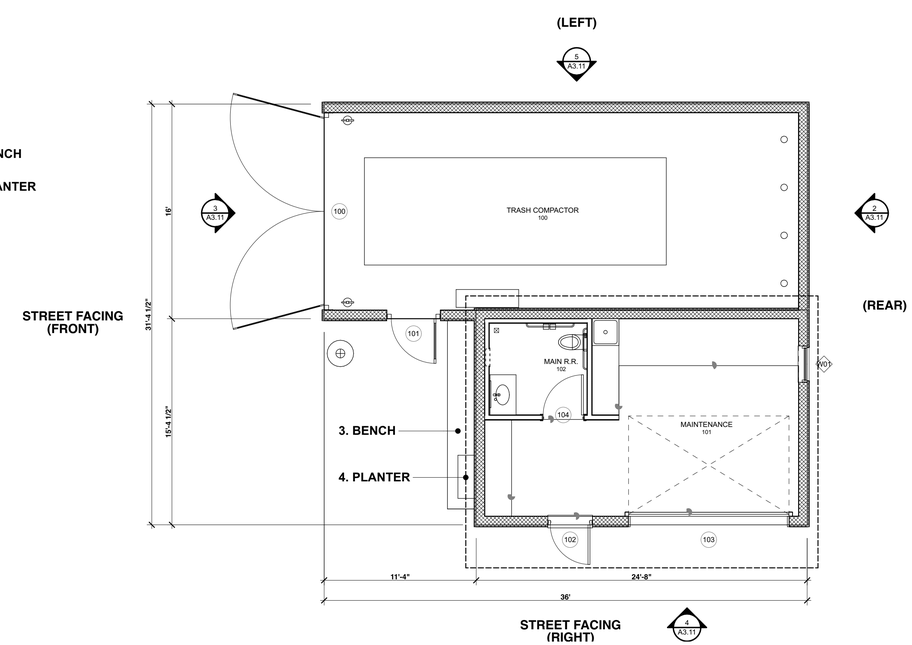
5 LEFT ELEVATION
SCALE: 3/16" = 1'-0"

4 RIGHT ELEVATION
SCALE: 3/16" = 1'-0"

3 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



2 REAR ELEVATION
SCALE: 3/16" = 1'-0"



1 FLOOR PLAN - TRASH COMPACTOR/ MAINTENANCE
SCALE: 3/16" = 1'-0"

Project:

parcHAUS - Garland

3309 Castel Drive
Garland, Texas

Owner:

PROVIDENT REALTY ADVISORS
Glenn Lanier
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
972 . 385 . 4183

Architect:

MAREKarchitecture
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Seal:

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SCOTT A MAREK
TEXAS REG. ARCHITECT
TBAE NO. 18502
25 JANUARY 2022

Issues:

EXHIBIT E

Drawing Title:

Trash & Maintenance Relief Plan & Elevations

Issued For:	DEVELOP. REVIEW
Date:	25 JANUARY 2022
Project Number	2141
Sheet Number	A3.11

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **3. d.**

Meeting Date: 05/03/2022

Item Title: Z 22-10 Jude Nwachukwu (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-10 Jude Nwachukwu

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-10 Ordinance

Z 22-10 Exhibit A

Z 22-10 Exhibit B

Z 22-10 Exhibit C

ZONING FILE NO. Z 22-10

ORDINANCE NO._____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A RECEPTION FACILITY USE ON A 3.14-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT 06-46 FOR COMMUNITY RETAIL USES AND LOCATED AT 1906 EAST MILLER ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 28th day of March, 2022, the Plan Commission did consider and make recommendations on a certain request for a Specific Use Provision for a Reception Facility Use on a property zoned Planned Development (PD) District 06-46 for Community Retail Uses by **Jude Nwachukwu;** and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for a Reception Facility Use on a 3.14-acre tract of land zoned Planned Development (PD) District 06-46 for Community Retail Uses and located at 1906 East Miller Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

FILE NO. Z 22-10

PASSED AND APPROVED this_____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

By:

_____
Mayor

ATTEST:

_____
City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-10

BEING a 3.14-acre tract of land situated in the southwest corner of Lot 2, Block 1, of the Replat of V.F.W. No.5076, an addition to the city of Garland, according to the plat thereof recorded in volume 84120, Page 3465, of the Map Records of Dallas County, Texas, same being in the south line of said Lot 1, same being in the northwesterly right-of-way line of East Centerville Drive (a variable width right-of-way);

THENCE South 48 deg. 47 min. 00 sec. West, along the common line of said Lot 1, and the Northwesterly right-of-way line of said East Centerville Drive, a distance of 89.33 feet to a 5/8 inch rod found for corner;

THENCE South 45 deg. 39 min. 00 sec. West, along the common line of said Lot 1, and the northwesterly right-of-way of said East Centerville Drive, a distance of 290.46 feet to a ½ inch rod set with red cap stamped RPLS 3688 For corner of said Lot 1, same being the southeast corner of a tract of land conveyed to Central Park Church Of God Of Garland, Texas by deed recorded in Volume 2001054, Page 2091, of the Deed Records of Dallas County, Texas.

THENCE North 08 deg. 42 min. 00 sec. East, along the common line of said Lot 1, and said Central Park Church tract, a

distance of 184.18 feet to a 5/8 inch iron rod found for corner, said point being the northeast Greater Davis Chapel Church of God In Christ by deed recorded in volume 99081, Page 0577, of the deed Records of Dallas County, Texas;

THENCE North 02 deg. 16 min. 00 sec. West, along the common line of said Lot1, and said Greater Davis Chapel tract, a distance of 500.08 feet to a ½ inch iron rod set with cap stamped RPLS 3688,said point being the northwest corner of said Lot1, same being in the south right-of-way line of East Miller Road (a variable width right-of-way)'

THENCE North 87 deg. 48 min. 00 sec. East, along the common line of said Lot 1, and the south right-of-way line of said East Miller Road, a distance of 105.40 feet to a ½ inch iron rod with red cap stamped RPLS 3688, said point of being the beginning of a curve to the right having a radius of 5679.82 feet, and a delta angle of 01 deg. 27 min. 32 sec;

THENCE along the common line of said Lot 1, and the south right-of-way line of said East Miller Road , and along said curve to the right, an arc distance of 144.62 feet, and a chord bearing and distance of South 88 deg. 31 min. 46 sec. West, 144.62 feet to a ½ inch iron rod set with red cap stamped RPLS 3688, said point of being the northwest corner of a tract of land conveyed to David J. Riley by deed recorded in Volume 92230, Page 2773, of the Deed Records of Dallas County, Texas;

THENCE South 02 deg. 16 min. 00 sec. East, through the interior of said Lot 1, along the west line of said Riley

tract, passing the southwest corner of said Riley tract, same being the most westerly northwest corner of said Lot 2, and continuing a total distance of 427.94 feet to the POINT OF BEGINNING and containing 136,725 square feet or 3.14 acres of computed land.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 22-10

1906 East Miller Road

I. Statement of Purpose: The purpose of this Specific Use Provision is a renewal to allow the continuation of a Reception Facility Use.

II. Statement of Effect: This Specific Use Provision shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773 and Community Retail (CR) District, as amended prior to the adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of Planned Development (PD) District 06-46 and Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

A. Development is to be in general conformance with the approved site plan labeled Exhibit C. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.

V. Specific Use Provision:

A. Hours of Operation: No event shall be allowed to occur beyond 3:00 A.M.

B. Signage: All signage shall comply with the Garland Development Code signage requirements.

C. Security: Security shall be provided at every event where alcohol is provided. Security will be provided by a person authorized to provide private security under Chapter 1702 of the Texas Occupations Code.

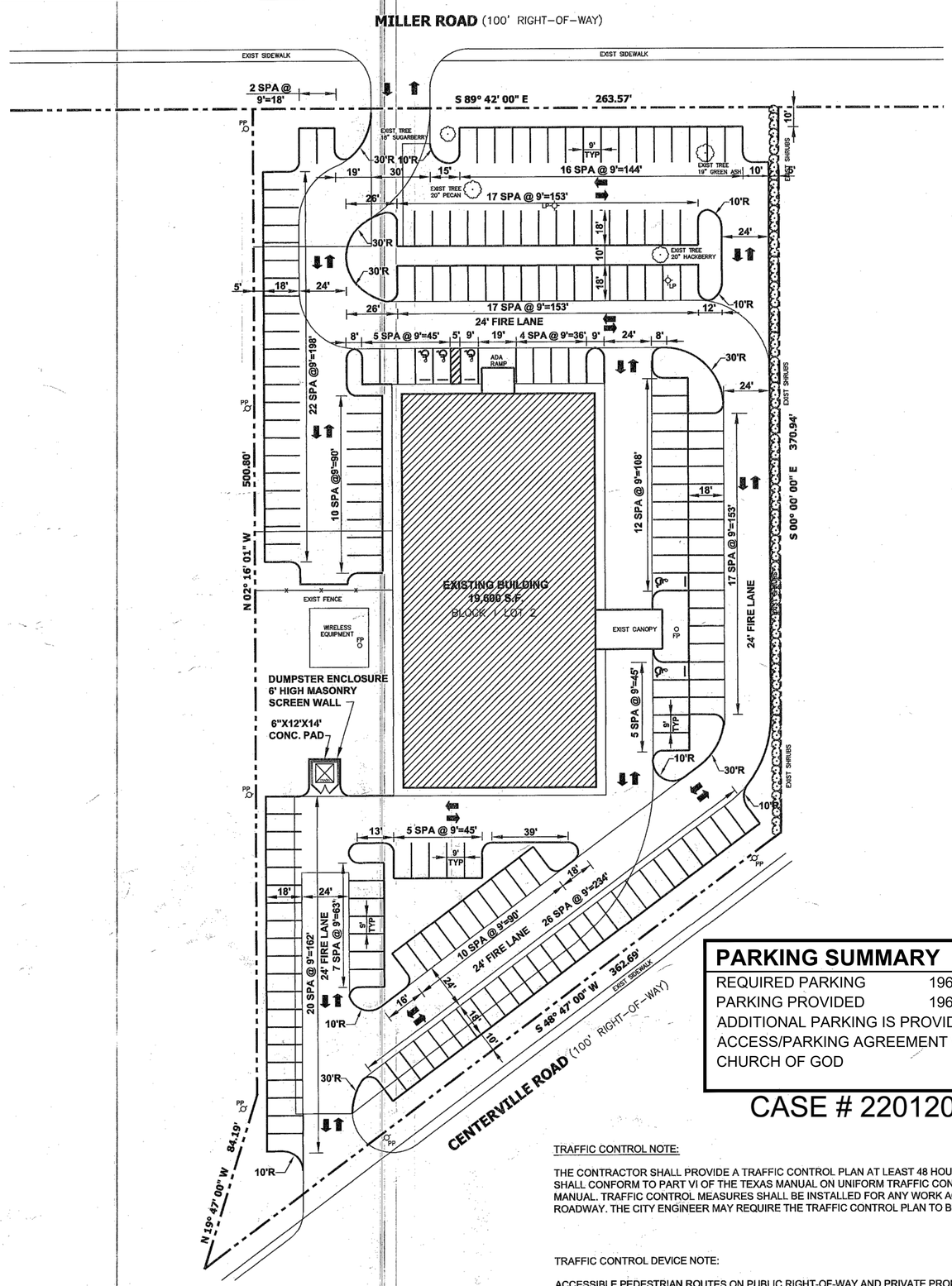
D. Loitering: No congregation or loitering will be allowed to occur outside the facility.

E. SUP Time Period: The Specific Use Provision for Reception Facility shall be in effect for fifteen (15) years.

F. Landscaping: The landscaping on site shall remain and be maintained.

EXHIBIT B

EXHIBIT C



FRANCHISE UTILITY LOCATOR SERVICES
CALL TEXAS ONE AT 1-800-344-8377
OR UTILITY LOCATOR AT 1-800-DIG-TESS

NORTH

30 15 0 30 60
SCALE : 1" = 30'

LEGEND

- PROPERTY BOUNDARY
- EXISTING TREE
- LIGHT POLE
- POWER POLE
- FLAG POLE
- EXISTING FIRE HYDRANT
- EXISTING BUILDING
- TRAFFIC FLOW DIRECTION

GENERAL NOTES :

1. THIS SITE IS NOT IN A 100 OR 500 YEAR FLOOD PLAIN.
2. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THESE PLANS AND THE CITY OF GARLAND STANDARDS AND SPECIFICATIONS.
3. ALL RADIUS SHOWN ARE 5 FEET UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL OBTAIN A GRADING PERMIT FROM THE CITY OF GARLAND AND PARTICIPATE IN A PUBLIC WORKS PRE-CONSTRUCTION MEETING PRIOR TO MOBILIZATION AND CONSTRUCTION.
6. FIRE LANES, WATER MAINS AND FIRE HYDRANTS SHALL BE INSTALLED, OPERATIONAL, CONSTRUCTED AND A C.O. ISSUED PRIOR TO ANY CONSTRUCTION ABOVE THE FOUNDATION.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE GAS, TELEPHONE, ELECTRIC, CABLE AND OTHER UTILITY COMPANIES FOR FIELD LOCATION AND STAKING OF THEIR RESPECTIVE UTILITIES.
8. ALL FIRE LANES AND DUMPSTER PADS SHALL BE 6" THICK CONCRETE PAVING. ALL OTHER CONCRETE PAVING SHALL BE 5" THICK.

SITE STATISTICS:

ZONING:		GENERAL BUSINESS
EXISTING/PROPOSED USE:		VFW AFFAIRS/RECEPTION FACILITY
LAND AREA:	GROSS:	123,710.00 SF (2.84 AC)
	LESS DEDICATION:	- (-)
	NET:	123,710.00 SF (2.84 AC)
PARKING REQUIRED:		191
HANDICAP PARKING REQUIRED:		5 PER GARLAND ZONING CODE
HANDICAP PARKING PROVIDED:		5
TOTAL PARKING PROVIDED:		196
IMPERVIOUS COVERAGE:		94,804.00 SF
LOT COVERAGE:		76.63%

PARKING SUMMARY

REQUIRED PARKING 196 SPACES
PARKING PROVIDED 196 SPACES
ADDITIONAL PARKING IS PROVIDED THROUGH CROSS ACCESS/PARKING AGREEMENT WITH CENTRAL PARK CHURCH OF GOD

CASE # 220120-3

TRAFFIC CONTROL NOTE:

THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AT LEAST 48 HOURS PRIOR TO ANY WORK IN A CITY STREET. TRAFFIC CONTROL MEASURES SHALL CONFORM TO PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE CITY OF MESQUITE WORK ZONE TRAFFIC CONTROL MANUAL. TRAFFIC CONTROL MEASURES SHALL BE INSTALLED FOR ANY WORK ACTIVITY THAT TAKES PLACE ON OR ADJACENT TO ANY CITY STREET OR ROADWAY. THE CITY ENGINEER MAY REQUIRE THE TRAFFIC CONTROL PLAN TO BE DESIGNED AND SEALED BY AN ENGINEER LICENCED IN THE STATE OF TEXAS.

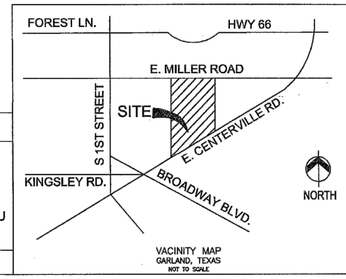
TRAFFIC CONTROL DEVICE NOTE:

ACCESSIBLE PEDESTRIAN ROUTES ON PUBLIC RIGHT-OF-WAY AND PRIVATE PROPERTY SHALL COMPLY WITH AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) AND TEXAS ACCESSIBILITY STANDARDS (TAS). DESIGN AND CONSTRUCTION OF ALL CURB RAMPS ON PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD DETAIL PED-05, SHEETS 1 THRU 4. DESIGN AND CONSTRUCTION OF ALL SIDEWALKS SHALL BE IN ACCORDANCE WITH THE CITY OF MESQUITE STANDARD DETAILS WITH PASSING AREAS HAVING A MINIMUM 5 FOOT BY 5 FOOT SIZE AT INTERVALS NOT EXCEEDING 200 FEET. CURB RAMPS THAT ARE PART OF ACCESSIBLE ROUTES ON PRIVATE PROPERTY MAY BE CONSTRUCTED IN ACCORDANCE WITH TxDOT STANDARD DETAIL PED-05, SHEETS 1 THRU 4, OR MAY BE CONSTRUCTED IN ACCORDANCE WITH A DESIGN SUBMITTED AND APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.

BENCHMARK
TOP OF S.E.C. OF SW ABUTMENT AND 9' SE OF CENTERLINE OF TRACK OF MK&T RR BRIDGE NO 748.32
2 MILES WEST FROM ROWLETT, TEXAS NEAR GARLAND SEWER TREATMENT PLANT. ELEV. = 452.31

NOT FOR CONSTRUCTION

PROPERTY OWNER
RECEPTION FACILITY 1423 COLBORNE DRIVE MESQUITE, TEXAS 75149
CONTACT: JUDE NWACHUKWU PHONE: 214-664-9066
CASE NUMBER 060627-3



SUBMITTALS:

DRAWING REVISIONS				
Rev.	Description	Prep. By	Date	Apprvd.

RECEPTION FACILITY
1906 E. MILLER ROAD
GARLAND, TEXAS

STATE OF TEXAS
FABIAN O. MMBIFWA
82729
REGISTERED PROFESSIONAL ENGINEER
8/7/06

ZJM ENGINEERS, INC.
ENGINEERS PLANNERS ENVIRONMENTAL SCIENTISTS
11520 N. CENTRAL EXPWY., SUITE 204
DALLAS, TEXAS 75243
TEL: 214-340-4147
FAX: 214-340-4376
www.zjmengineers.com

RECORD DRAWING DATE
AUGUST 7, 2006
DRAWING SIZE: D

C-1
SITE PLAN
SHEET OF

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **4.**

Meeting Date: 05/03/2022

Item Title: TxDOT Click It or Ticket Grant May 2022

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

Council is requested to adopt a resolution authorizing the City Manager to accept a State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) grant, consisting of conducting intense vehicle occupant protection enforcement in the amount of $6,264.05. The required enforcement period will be from May 21, 2022, to June 9, 2022. The grant will be utilized to provide a greater level of traffic safety for the citizenry of the City of Garland by potentially changing the driving habits of those who violate the laws related to vehicle occupant protection and child safety seat enforcement, thereby reducing the number of injuries and fatalities related to motor vehicle accidents.

This item was considered by Council at the May 2, 2022, Work Session.

Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) grant for May 21, 2022, to June 9, 2022, in the amount of $6,264.05.

Attachments

Click it or Ticket Resolution

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM CLICK IT OR TICKET GRANT IN THE AMOUNT OF $6,264.05; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Click It or Ticket Grant in the amount of $6,264.05, for the purpose of vehicle occupant restraint enforcement during the period from May 21, 2022 through June 9, 2022.

Section 2

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

PASSED AND APPROVED this the _____ day of _____, 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **5.**

Meeting Date: 05/03/2022

Item Title: Development Agreement regarding Zoning File No. Z 21-62

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

This development agreement relates to Zoning Case Z 21-62 for a proposed residential development [with an adjacent future commercial tract] at 3309 Castle Drive. Case Z 21-62 was approved via public hearing during the April 19, 2022 Regular City Council meeting, and the final ordinance is on the May 3, 2022 Regular City Council agenda.

Recommendation/Action Requested and Justification

Consider approval of the attached development agreement.

Attachments

Draft Development Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** ("Agreement") is made by and between the **City of Garland**, a Texas home-rule municipality ("City"), and **Provident Realty Advisors, Inc.**, a Texas Corporation or its successors or assigns ("Developer"), acting by and through their respective authorized officers, and its successors, affiliates, and assignees.

Contingency Contract. Parties acknowledge and agree that this Agreement, including all terms and conditions contained herein, is contingent upon (1) the City Council of the City of Garland, Texas ("City Council") approving this Agreement and (2) Developer purchasing, and obtaining title to, the Property by December 31, 2022.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same is a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City that will increase tax revenue and promote or develop new business enterprises;

WHEREAS, the Developer proposes to develop approximately 35.787 acres of property located at 2900 Castle Drive (at the corner of Castle Dr. and Firewheel Pkwy) in the City of Garland, Dallas County, Texas, such property being more particularly described on Exhibit A attached hereto ("Property");

WHEREAS, the Developer in exchange for certain economic development incentives shall design and construct a multi-family residential housing development on the Property, consisting of approximately 242 dwelling units in a single-family layout ("Project"), and being more particularly depicted in the site plan attached hereto as Exhbit B and incorporated herein by reference for all purposes ("Site Plan").

WHEREAS, as a part of the consideration to enter this Agreement, the Developer agrees to design and construct a sound mitigation wall as designed by a sound engineer and to dedicate an easement to the Garland Foundation for Development, Inc., as a Buffer Zone along the Northern boundary of the Property, pursuant to the terms and conditions set forth herein;

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further improve the Project is an agreement by the City to provide an economic development grant to the Developer as set forth herein;

WHEREAS, the City is authorized by Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity in the City;

WHEREAS, the City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code and qualifies for an economic development program, and further, is in the best interests of the City;

WHEREAS, the City wishes to provide incentives to the Developer to assist in the economic development of the City by waiving tree mitigation and impact fees, for an amount not to exceed ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) in aggregate; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development grant to the Developer per this Agreement is following the City's economic development goals and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Term:

This Agreement shall, unless extended or terminated in writing by a mutual agreement executed by both parties, or as otherwise provided in this Agreement of the Parties, terminate upon the complete performance of all obligations and conditions precedent by the Parties. This Agreement shall be effective ("Effective Date") as of the date of the last Party to execute this Agreement. However, notwithstanding any other provision contained herein to the contrary, this Agreement shall automatically terminate if the Developer fails (1) to obtain a site permit by the 20th day of April, 2023, or (2) complete construction of the sound mitigation wall by the 31st day of December 2023.

Section 2. Definitions:

"Buffer Zone" means that certain 200 foot strip of real property situated for the entire length of the northern boundary of the Property, including the sound mitigation wall, and consisting of approximately 8 acres, as generally depicted on the Site Plan.

"Impact Fees" means the fees for water facilities and roadway facilities imposed on new development by the City according to Chapter 1, Article 3, of the Garland Development Code. As provided therein, and for clarity in this Agreement, "Impact Fees" do not include the dedication of property, rights-of-way, easements, or other interests in property for public facilities, the value of such dedications, the construction of, contribution toward, or payment of money for public or private improvements, building, permitting, subdivision, platting, zoning change, or other fees of any kind other than those identified in the first sentence of this definition.

"Incentive" means collectively, the City's waiver of Tree Mitigation Fees and Impact Fees, in an amount not to exceed ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) in aggregate for the Project.

"Party" means either the City or the Developer, and "**Parties**" means, collectively, the City and the Developer.

"Program" means the economic development program for the Project established by the City as authorized by Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

"Project" has the meaning described in the recitals to this Agreement and depicted on the Site Plan.

"Property" has the meaning described in the recitals to this Agreement.

"**Term**" has the meaning given such term in Section 1 of this Agreement.

"**Tree Mitigation Fees**" means the amount of payment to a City Reforestation and Tree Management Fund of an amount equal to one hundred percent of the cost of a replacement tree(s) required in any new developement. The fee is paid, instead of tree replacement, and is based on the cost of three-inch caliper trees, totaling the mitigation caliper inches required, moved to and installed on the site of the project. The fee is established through the Tree Management Plan required for any development proposing to remove protected trees, before the removal of any protected tree, for all applicable development as outlined by Section 4.54.1 of Article 4 of the Garland Development Code.

Section 3. Developer's Obligations:

(A) Developer will work with City staff and complete a Tree Mitigation Plan, at Developer's sole cost and expense, that will be used to determine the amount of the City's waiver of Tree Mitigation fees.

(B) Developer shall design and construct a 14-foot sound mitigation wall, being measured from ground elevation at the foot of the wall, and designed by a sound engineer and approved by the City during the development/planning process. The sound mitigation wall shall be completed by December 31, 2023.

(C) Developer shall dedicate the Buffer Zone as a nonexclusive easement for sound mitigation purposes to the City by plat during the planning process.

a. The sound mitigation wall shall be contained within, and along the northern boundary of, the Buffer Zone, as depicted on the Site Plan.

b. <u>INDEMNIFICATION</u>. TO THE EXTENT ALLOWED BY LAW, CITY SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY DEVELOPER,

ITS AGENTS, EMPLOYEES, OFFICIALS, AND REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ANY SUIT, LIABILITIES, CLAIM, DEMANDS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES AND ATTORNEY'S FEES, DIRECTLY CAUSED SOLELY FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY CITY IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED TO CITY, BUT NOT TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF DEVELOPER. CITY DOES NOT INTEND TO, AND HAS NO OBLIGATION OR IMPLIED DUTY TO, ASSESS AND COLLECT ANNUALLY A SUFFICIENT SUM TO (1) PAY ANY INTEREST TO FUND THIS PROVISION, (2) OR CREATE A SINKING FUND TO FUND THIS PROVISION.

(D) Developer (or the then current owner of fee simple title to the Property) shall maintain the Buffer Zone, including but not limited to the sound mitigation wall, (including, but not limited to, regular mowings of the space so that grass and vegetation are maintained in compliance with local ordinances) for at least seven years from completion of the Project or until such time that the City provides written notice that the City will assume maintenance responsibilities of the Buffer Zone, whichever event happens first. In the event Developer assigns, conveys, or sells its interest in the Property, the instrument effecting such assignment, conveyance, or sale shall expressly state that the assignee, grantee, or successor in title assumes Developer's maintenance obligations as described herein. If such an assignment, conveyance, or sell occurs (subject to the aforementioned mandatory assignment language), Developer shall be released from any and all maintenance obligations.

(E) Upon completion of the aforementioned seven year time period in which Developer (or the then current owner of fee simple title to the Property) is responsible for maintaining the Buffer Zone, or until such time the City provides written notice that it will assume maintenance responsibilities of the Buffer Zone, Developer (or its successors or assigns) shall dedicate its fee interest in the Buffer Zone to the Garland Foundation for Development, Inc., by replat of the Property and Buffer Zone, at the sole cost and expense of the City. Following the replat of the Buffer Zone, Developer shall no longer have any maintenance responsibilities for either the sound mitigation wall or the Buffer Zone. The City shall assume the maintenance obligations.

(F) Developer acknowledges and agrees that the City has no obligation to issue any certificate of occupancy for any structure located within the Property until such time as the construction of the sound mitigation wall has been substantially completed and finally approved by the City, whose approval shall not be unreasonable withheld, conditioned or delayed. The City shall inspect wall whithin 10 business days of receiving written notification from Developer that the sound mitigation wall has been substantially completed. In the event the sound mitigation wall passes inspection, the City shall, as soon as practicable, issue a certificate indicating that the sound mitigation wall has passed inspection.

(G) Upon completion of the Project, Developer agrees to include as a part of any rental or lease agreement for residential units located on the Property, a bold and conspicuous notice provision that reads substantially similar to the following:

"**LESSEE ACKNOWLEDGES THAT LESSOR HAS DISCLOSED THE OPERATION OF AN INDUSTRIAL CONCRETE RECYCLING PLANT OPERATING ON ADJACENT PROPERTY TO THE NORTH. THE PLANT OPERATIONS MAY RESULT IN NOISE AND VIBRATION IMPACTS ON THE PREMISES BETWEEN THE HOURS OF 8:00 A.M. AND 6:00 P.M., MONDAY THROUGH SATURDAY."**

Section 4. City's Obligations: The City agrees to grant the Developer the Incentive in accordance with the terms and conditions set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, the City is only responsible for waiving in aggregrate an amount not to exceed ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) in Impact Fees and Tree Mitigation Fees.

Section 5. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well-known and generally accepted technical or trade meanings are used herein per such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) The masculine shall include the feminine and neuter.

(B) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

(C) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

(D) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(E) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever the Agreement gives a Party a right to determine, require, specify, or take similar action concerning a matter, such determination, requirement, specification, or similar action shall be reasonable.

(F) Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

(G) The recitals to this Agreement are incorporated herein.

Section 6. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Representatives of each of the Parties shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such representatives, or if no meeting of such representatives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations according to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) If any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved by the procedures set forth in Section 6(A), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such a longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely to secure a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except concerning payments of amounts due and owing under this Agreement).

THE PARTIES AGREE THAT DEVELOPER WAIVES SUIT AND WILL NOT DISPUTE AMOUNTS ACCESSED BY THE CITY RELATED TO TREE MITIGATION FUNDS OR IMPACT FEES .

Section 7. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof, (ii) waive any objection which either may have to the laying of the venue of any proceeding brought in any such court, and (iii) waive any

claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 8. Audits. Each Party has the right, at its sole expense, during normal working hours and upon thirty days written notice, to examine copies of the relevant portions of the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made according to this Agreement within the twelve (12) month period immediately preceding such notice. Neither Party shall have the right to conduct such an audit more than once during any given twelve (12) month period. If any such examination reveals any inaccuracy in any invoice or calculation, the necessary adjustments in such invoice or calculation, and the payment of any adjustment thereto, shall be paid, with interest at the interest rate provided by the Texas Prompt Payment Act calculated from the date the overpayment or underpayment was made until paid, by the responsible Party within thirty days after it receives an invoice from the other Party setting forth in reasonable detail the calculation of such adjustments.

Section 9. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, the City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information, estoppels, or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information, estoppel or other documents, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of the City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented out-of-pocket third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties.

Section 10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

Section 11. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; provided, however, Developer may, without the consent of the City, assign this Agreement to parcHAUS Firewheel, LP, with respect to the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer. In the event the Property is sold to a bona fide third-party, the obligations and duties of Developer contained herein, shall automatically transfer to the purchaser of the Properyt and the Developer shall be released of the duties and obligations imposed by this Agreement.

Section 12. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory of each Party.

Section 13. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 14. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either Party or its counsel in person, via express mail service, courier, or email transmission or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given according to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person or the the date on which such communication is transferred via email transmission, or as applicable, when deposited with the express mail service, courier, or in the United States mail. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

If to Developer:

Provident Realty Advisors
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
Attn: Glenn Lanier, Dave Holland

Phone: 972-385-4183

With a required copies to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801
ASchuster@garlandtx.gov

With a required copies to:

Cherry Petersen Landry Albert LLP
Attn: Stephanie Urano and Tillie Benson
8350 N. Central Expressway, Suite 1500
Dallas, Texas 75206
Telephone: 214-265-7007
Facsimile: 214-265-7008
Email: Surano@cplalaw.com

Section 15. Employment of Undocumented Workers. During the Term of this Agreement, the Developer agrees not to knowingly and directly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Incentive paid to and received by Developer from by the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section concerning any workers employed by a subsidiary, affiliate, successor, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 16. Non-Collusion. Developer represents and warrants that neither Developer nor, to the actual knowledge of Developr, any representative of Developer has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money, or other consideration to any employee, agent, representative or official of the City as an inducement, or to obtain the benefits, to be provided by the City under this Agreement.

Section 17. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday, or a legal holiday generally recognized by banks in the State of Texas, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday, or legal holiday.

Section 18. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 19. Agreement Binding and Runs with the Land; Recording. The obligations imposed by this Agreement shall be binding upon and inure to the benefit and burden of the successors in interest, transferees and assigns of Developer and to all estates and interests created in the Property. The Parties agree that this Agreement and any memorandum of this Agreement will be recorded in the real property records of Dallas County, Texas, and shall run with the land.

Section 20. **NO PRIVITY OF ENDEAVOR NOR JOINT VENTURE**. It is specifically agreed that there shall be no privity of endeavor or joint venture whatsoever between City and Developer**,** and that the sole connection between the parties is the economic assistance by the City to Developer under the terms and conditions set forth herein, and that such economic assistance as stated herein is for the sole purposes as set forth herein.

EXECUTED and EFFECTIVE as of the ____ day of _____, 2022.

<u>DEVELOPER</u>
Provident Realty Advisors, Inc.,
a Texas Corporation

By:_____
Name:_____
Title:_____
Date Executed: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

This Agreement was acknowledged before me on the _____ day of _____, 2022, by _____, in his/her capacity as _____, of Provident Realty Advisors, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

CITY
City of Garland, a Texas home-rule municipality

By:_____
Bryan L. Bradford
City Manager
Date Executed: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

This Agreement was acknowledged before me on the _____ day of _____, 2022, by Bryan L. Bradford, in his/her capacity as City Manager, of the City of Garland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

Exhibit A
PROPERTY

BEING a tract of land situated in the R. Crist Survey, Abstract No. 225, City of Garland, Dallas County, Texas, being all of a tract conveyed to Phyllis Wyrick Patterson and Marilyn Wyrick Ingram, by deeds recorded in Volume 69004, Page 2345 and Volume 68252, Page 6491 of the Deed Records of Dallas County, Texas, less that portion of land conveyed by dedication to the City of Garland, Dallas County, Texas, by deed recorded in Volume 88117, Page 3366, Deed Records, Dallas County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the southeast corner of said Wyrick tract and lying in the north right-of-way line of Castle Drive (85 foot right-of-way), from which a 5/8" iron rod found bears N 82°40'39" E, 174.65 feet;

THENCE, S 53°26'14" W, 881.62 feet along said north right-of-way line of Castle Drive to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the south end of a corner clip at the intersection of said Castle Drive and the northeast right-of-way line of Firewheel Parkway (120 foot right-of-way);

THENCE, N 85°50'12" W, 15.15 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the north end of said corner clip;

THENCE, N 45°05'38" W, 824.00 feet along said northeast right-of-way line of Firewheel Parkway;

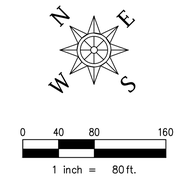
THENCE around a tangent curve to the left having a central angle of 18°48'48", a radius of 1101.74 feet, a chord
of N 54°22'20" W, 360.14 feet, and an arc length of 361.76 feet to the south corner of a tract of land conveyed to Springfield, JV, recorded in Volume 99165, Page 3966, Deed Records, Dallas County, Texas;

THENCE, N 44°23'09" W, 552.84 feet along the east line of said Springfield tract to a 5/8" iron rod found;

THENCE, N 54°11'10" E, 946.30 feet to the west corner of a tract of land conveyed to the City of Garland, recorded in Volume 84158, Page 4411, Deed Records, Dallas County, Texas;

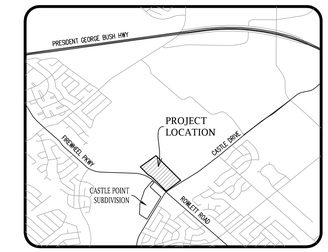
THENCE, S 45°03'50" E, 1719.50 feet to the POINT OF BEGINNING with the subject tract containing 1,558,861
square feet or 35.787 acres of land.

Exhibit B
SITE PLAN



0 40 80 160

1 inch = 80 ft.



LOCATION MAP
NTS

Legend

- Firelane
- 6' Masonry Screening Fence
- Wrought Iron Fence
- Retaining Wall
- Power Pole
- Fire Hydrant

Note: Per the Thoroughfare Plan, Castle Drive is programmed to be expanded in the future. Per the GDC, Section 3.47, the developer shall pay additional roadway impact fees to pay for the construction cost of one-half of the road improvements adjacent to their property, not to exceed the developer's proportional share.

EXHIBIT C
PD SITE PLAN - OVERALL
CITY CASE #210504-1

parcHAUS GARLAND

35.787 Acres/1,558,861 Sq. Ft.
SITUATED IN THE R. CRIST SURVEY, ABSTRACT No. 225
CITY OF GARLAND, DALLAS COUNTY, TEXAS

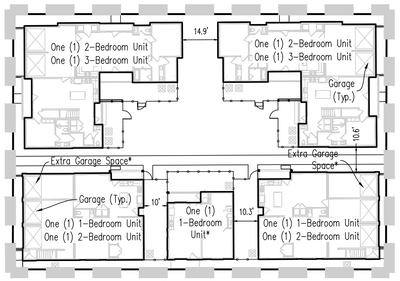
ENGINEER/SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Mike Martinie, P.E.

APPLICANT
Provident Realty Advisors
10210 N Central Expwy, Suite 300
Dallas, TX 75231
Phone 972-385-4183
Contact: Glenn Lanier

OWNER
Phyllis Wyrick
103 Buckeye Trail
West Lake Hills, TX 78746

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

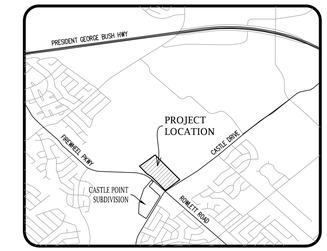
Drawing: G:\2021 JOBS\21-020 Castle Drive Multifamily\CAD\PD Site Plan - Overall.dwg Saved By: Mewing Save Time: 3/3/2022 10:47:55 AM Plotted by: mewing Plot Date: 3/3/2022 10:57 AM



POD LAYOUT
1"=30'

*Extra Garage Space available for detached 1-Bedroom Unit, or may be included in lease for other unit in pod.

	No. Units	Unit Mix	Sq. Ft./Unit
1 Bedroom Units			
A1	24	9.92%	653
A2	49	20.25%	779
A3	4	1.65%	713
1 Bedroom Total	**77**	**31.82%**	
2 Bedroom Units			
B1	49	20.25%	938
B2	58	23.97%	1062
2 Bedroom Total	**107**	**44.21%**	
3 Bedroom Units			
C1	58	23.97%	1243
3 Bedroom Total	**58**	**23.97%**	
236,347 NRSF	**242**	**100.00%**	**977**



LOCATION MAP
NTS

N E S W

0 25 50 100
1 inch = 50 ft.

Legend

- Firelane
- Public Sidewalk
- 6' Masonry Screening Fence
- Wrought Iron Fence
- Retaining Wall
- * Activity Node that will be designed and intended to promote community social interaction.
- Power Pole
- Fire Hydrant

SITE DATA	Lot 1		Lot 2
Ex. Zoning	Agriculture (AG)		Agriculture (AG)
Prop. Zoning	Planned Development (PD/MF)		Planned Development (PD/CR)
Proposed Use	Multifamily		Community Retail
Lot Area	32.576 Ac. (1,419,027 Sq. Ft.)		3.210 Ac. (139,835 Sq. Ft.)
Prop. Building Setbacks			
Front (Firewheel Pkwy)	20'		20'
Front (Castle Drive)	20'		20'
Side (Northeast)	12'		
Side (Southwest)	12'		
Rear (Northwest)	12'		
Prop. Landscape Setbacks			
Front (Firewheel Pkwy)	10'		10'
Front (Castle Drive)	35'		35'
Amenity Building			
To Building Exterior	2413	Gross Sq. Ft.	
With Porch (Area Under Roof)	3550	Gross Sq. Ft.	
Conditioned Area to Interior of Face of Wall	2262	Net Sq. Ft.	
Building Types	**No. Units**	**Average Areas (Net Sq. Ft.)**	
Amenity Building (Net)	-	2,262	
Maintenance Building	-	345	
1 Bedroom Units	77		
2 Bedroom Units	107	See unit mix table this sheet	
3 Bedroom Units	58		
Total:	**242**		
Lot Coverage	17.1%	based upon Gross Sq. Ft.	
Floor Area Ratio	0.234	based upon Gross Sq. Ft.	
Max. Prop. Building Height	30'		
Density (Less Floodplain)	8.02	Units/Ac.	
Pool Surface Area	1457	Sq. Ft.	
Parking Required:	**Spaces/Unit**	**Spaces**	
1 Bedroom Units = 77	1.50	116	
2 Bedroom Units = 107	2.00	214	
3 Bedroom Units = 58	2.00	116	
Leasing Office (1:300)	-	8	
Total:	-	**454**	
Covered Parking Req. (50%)	-	**227**	
Parking Provided	**Spaces**		
Uncovered/Open	194		
Attached Garage	263		
Leasing Office	8		
Total:	**465**		
Impervious Area	510,885 Sq. Ft. (36.0% of Lot Area)		

EXHIBIT C
PD SITE PLAN - WEST
CITY CASE #210504-1

parcHAUS GARLAND

35.787 Acres/1,558,861 Sq. Ft.
SITUATED IN THE R. CRIST SURVEY, ABSTRACT No. 225
CITY OF GARLAND, DALLAS COUNTY, TEXAS

ENGINEER/SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Mike Martinie, P.E.

APPLICANT
Provident Realty Advisors
10210 N Central Expwy, Suite 300
Dallas, TX 75231
Phone 972-385-4183
Contact: Glenn Lanier

OWNER
Phyllis Wyrick
103 Buckeye Trail
West Lake Hills, TX 78746

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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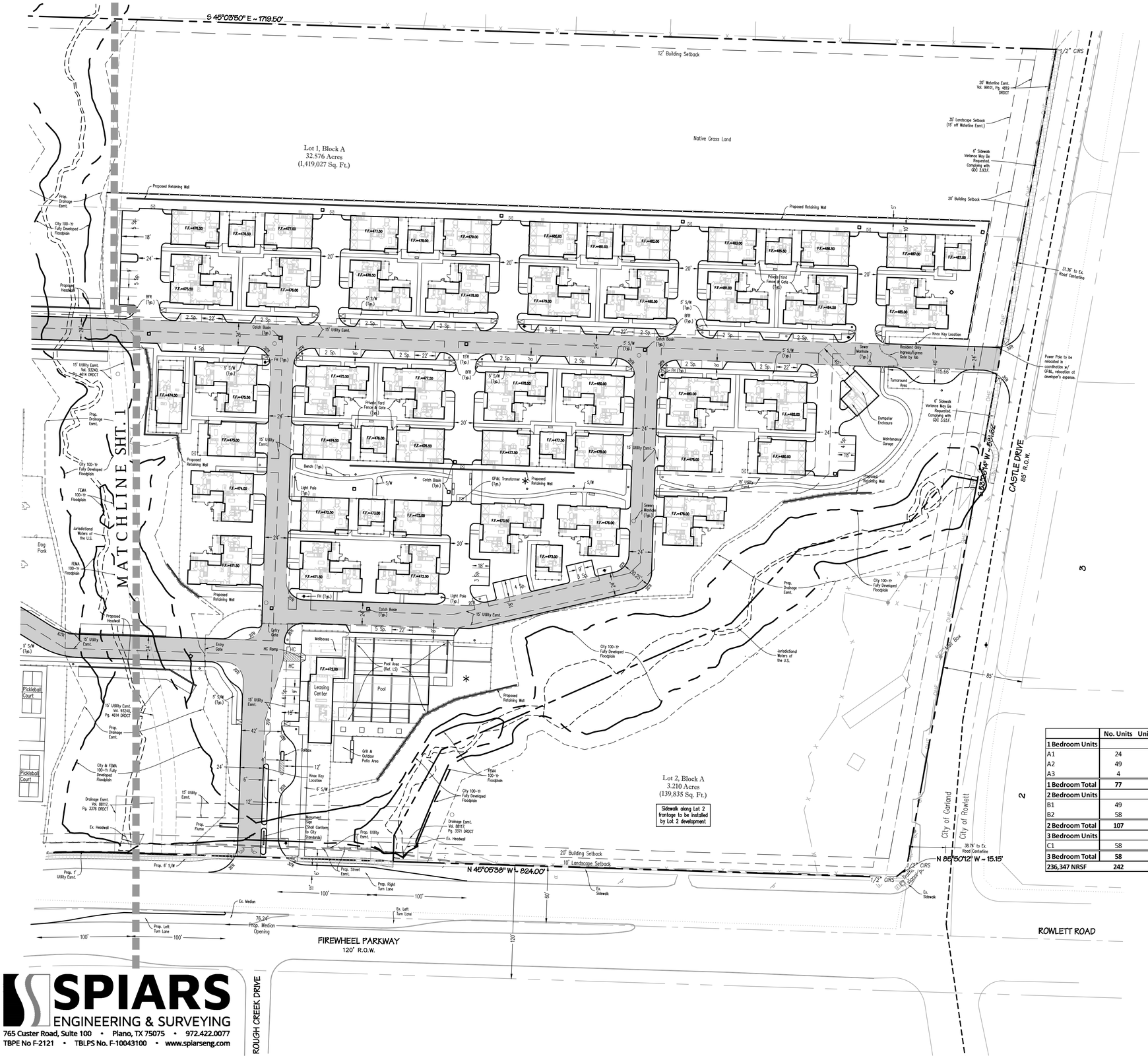

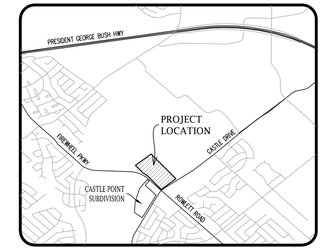

LOCATION MAP
NTS

N E S W

0 25 50 100
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Note: Per the Thoroughfare Plan, Castle Drive is programmed to be expanded in the future. Per the GDC, Section 3.47, the developer shall pay additional roadway impact fees to pay for the construction cost of one-half of the road improvements adjacent to their property, not to exceed the developer's proportional share.

Legend

- Firelane
- Public Sidewalk
- 6' Masonry Screening Fence
- Wrought Iron Fence
- Retaining Wall
- * Activity Node that will be designed & intended to promote community social interaction.
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Leasing Office	8		
Total:	**465**		
Impervious Area	510,885 Sq. Ft. (36.0% of Lot Area)		

	No. Units	Unit Mix	Sq. Ft./Unit
1 Bedroom Units			
A1	24	9.92%	653
A2	49	20.25%	779
A3	4	1.65%	713
1 Bedroom Total	**77**	**31.82%**	
2 Bedroom Units			
B1	49	20.25%	938
B2	58	23.97%	1062
2 Bedroom Total	**107**	**44.21%**	
3 Bedroom Units			
C1	58	23.97%	1243
3 Bedroom Total	**58**	**23.97%**	
236,347 NRSF	**242**	**100.00%**	**977**

EXHIBIT C
PD SITE PLAN - EAST
CITY CASE #210504-1

parcHAUS GARLAND

35.787 Acres/1,558,861 Sq. Ft.
SITUATED IN THE R. CRIST SURVEY, ABSTRACT No. 225
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 Scale: 1"=50' March-22 SEI Job No. 21-020

Drawing: G:\2021 JOBS\21-020 Castle Drive Multifamily\CAD\PD Site Plan.dwg Saved By: Mewing Save Time: 3/4/2022 11:04 AM Plotted by: mewing Plot Date: 3/4/2022 11:04 AM

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **6.**

Meeting Date: 05/03/2022

Item Title: 2021-22 Budget Amendment No. 3

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

At the April 18, 2022 Work Session, Council considered an amendment to the 2021-22 Adopted Budget. For City Council's consideration is an ordinance amending the FY 2021-22 Adopted Budget to appropriate funds in the amount of $1,702,780 in the Electric Utility Fund for GP&L Production to cover additional maintenance and repair costs on the Olinger and Spencer Power Plants and the Lewisville Hydro Plant.

Recommendation/Action Requested and Justification

Consider approval of the ordinance amending the FY 2021-22 Adopted Budget.

Attachments

Ordinance - FY 2021-22 Budget Amendment No. 3

Policy Report - FY 2021-22 Budget Amendment No. 3

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2021-22 OPERATING BUDGET ("BUDGET AMENDMENT NO. 3"); PROVIDING FOR SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE ELECTRIC UTILITY FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2021-22 Operating Budget and appropriated the necessary funds out of the Electric Utility Fund for various operations and activities of the City that may be lawfully funded through such source;

WHEREAS, the City Charter provides that the City Council may approve any amendments and supplements to the budget as deemed necessary; and

WHEREAS, the City Council has reviewed and concurred with a Policy Report that establishes the need for change to the appropriation from the Electric Utility Fund;

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

Section 1

The City Council hereby authorizes and approves Budget Amendment No. 3, for the purpose and in the amount as shown in Exhibit A ("Policy Report"), attached hereto as Exhibit A and incorporated herein by reference.

Section 2

The City Council hereby amends Ordinance No. 7250, Section 1, adjusting the operating appropriation in the Electric Utility Fund in the amount and for the purpose specified in the Policy Report.

Section 3

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

PASSED AND APPROVED this the 3rd day of May, 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item . 0.**

Meeting Date: April 18, 2022
Item Title: 2021-22 Budget Amendment No. 3
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2021-22 Adopted Budget to appropriate $1,702,780 in the Electric Utility Fund for GP&L Production to cover additional maintenance and repair costs on the Olinger and Spencer Power Plants and the Lewisville Hydro Plant.

OPTIONS

(A) Approve 2021-22 Budget Amendment No. 3 as proposed.
(B) Do not approve 2021-22 Budget Amendment No. 3.

RECOMMENDATION

Option (A) – Approve 2021-22 Budget Amendment No. 3 as proposed. An ordinance amending the FY 2021-22 Adopted Budget will be included on the May 3, 2022, City Council Regular Meeting agenda for consideration.

BACKGROUND

Garland Power & Light is projecting a budgetary shortfall due to costs associated with the weatherization enhancements made at the Olinger Power Plant to ensure operational availability and satisfy new Public Utility Commission of Texas requirements. In addition, both the Olinger and Spencer Power Plants experienced unexpected equipment failures, including an Olinger 2A boiler feed pump and Spencer 4-2 circulating water pump. Also, additional and unexpected repair costs have been identified during maintenance activities at all three generation facilities.

Budget Amendment No. 3 proposes to increase the Electric Utility Fund's FY 2021-22 appropriation by $1,702,780 to avoid a budgetary shortfall due to the costs associated with maintenance and repair on the Olinger and Spencer Power Plants and the Lewisville Hydro Plant. Funding for this request will come from fund balance reserves.

CONSIDERATION

Consider approval of an Ordinance amending the FY 2021-22 Adopted Budget at the May 3, 2022, City Council Regular Meeting.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **7.**

Meeting Date: 05/03/2022

Item Title: Bond Refunding - General Obligation Commercial Paper & Certificates of Obligatio

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the February 28, 2022 Work Session, Council considered a refunding of Commercial Paper Notes and Certificates of Obligation with General Obligation Refunding Bonds. The total amount of variable rate Commercial Paper Notes, series 2021 requested to be refunded is $50 million. Commercial Paper is used as an interim financing tool to fund the 2004 and 2019 Bond Programs and is refunded periodically into long-term fixed rate General Obligation debt. In addition, approximately $1.3 million of Combination Tax and Revenue Certificates, Series 2012 is being requested to be refunded in order to secure debt service savings of approximately $66,000 over the next ten years.

Recommendation/Action Requested and Justification

Approve the sale of General Obligation Refunding Bonds, Series 2022.

Attachments

Draft Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

CITY OF GARLAND, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2022

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Schedule I 2

Exhibit A 1

ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF "CITY OF GARLAND, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022," TO REFUND OUTSTANDING OBLIGATIONS ISSUED FOR VARIOUS PUBLIC IMPROVEMENTS AND TO PAY COSTS OF ISSUANCE; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT AND THE ENGAGEMENT OF BOND COUNSEL; AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AND A PAYING AGENT/REGISTRAR AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

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

WHEREAS, the City Council (the "City Council") of the Issuer, has heretofore, issued, sold, and delivered, and there is currently outstanding, City of Garland, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012, dated June 1, 2012, scheduled to mature on February 15 in each of the years 2023 through 2032, inclusive, and aggregating in the principal amount of $1,360,000 (the "Refunded Certificates");

WHEREAS, the City Council, in accordance with the provisions of Texas Government Code, Chapter 1371 ("Chapter 1371"), has heretofore authorized by ordinance and provided for the issuance of "City of Garland, Texas General Obligation Commercial Paper Notes, Series 2021" (the "Commercial Paper Notes") in an aggregate principal amount not to exceed $50,000,000 for the purpose of financing the construction of various projects for which there exists authorized but unissued obligations approved by a majority of the voters of the City at the elections held on May 4, 1991, May 3, 1997, May 15, 2004 and May 4, 2019, respectively, for the purpose of authorizing the issuance of such obligations, as well as any projects approved at future elections;

WHEREAS, Chapter 1371 and Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorize the City to issue refunding bonds to refund all or a portion of its outstanding obligations to refund obligations issued in connection with an Eligible Project (as defined in Section 1371.001(2), Texas Government Code) of the Issuer, including capital assets and facilities incident and related to the operation, maintenance and administration thereof;

WHEREAS, the City Council has determined that it is in the best interest of the Issuer to issue the bonds hereinafter authorized (the "Bonds") for the purposes, among other things, of refunding all of the outstanding Refunded Certificates to achieve a net present value debt service savings as set forth herein and $42,000,000 in principal amount of the Commercial Paper Notes (the "Refunded CP Notes" and, collectively with the Refunded Certificates, the "Refunded Obligations") to restructure a portion of the Issuer's debt service requirements by extending the debt to mature over a term that is generally commensurate with the expected life of the various projects;

WHEREAS, Chapter 1207 authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

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

WHEREAS, Zions Bancorporation, National Association, Amegy Bank Division is the paying agent for the Refunded Certificates, and the Paying Agent Deposit Agreement, between the Issuer and Zions Bancorporation, National Association, Amegy Bank Division, hereinafter authorized constitutes an agreement of the kind authorized and permitted by Chapter 1207;

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

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Certificates in order to achieve a debt service savings and to restructure the Issuer's outstanding debt service, and that such refunding will result in a present value debt service savings of approximately $[_____] and an actual debt service savings of $[_____] to the Issuer;

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

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

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds of the City of Garland, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[45,815,000] for the public purposes of refunding certain outstanding obligations of the Issuer (described in the preamble hereto) and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF GARLAND, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2022," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest

coupons, dated the date of delivery, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the "Initial Bond"), with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the Underwriters as described in Section 10 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said Bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Year	Principal Amount ($)	Interest Rate (%)	Year	Principal Amount ($)	Interest Rate (%)
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		

The term "Bonds" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, to serve as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges

for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have

agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representations to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities

depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

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

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

(n) Cancellation of Initial Bond. On the closing date, the Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

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

Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Comptroller's Registration Certificate to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF GARLAND, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2022	PRINCIPAL AMOUNT $_____

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Garland, Texas in Dallas, Collin and Rockwall Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

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

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

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

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

THIS BOND is one of a series of Bonds dated the Delivery Date, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[45,815,000] for the public purposes of refunding certain outstanding obligations of the Issuer and to pay the costs incurred in connection with the issuance of the Bonds.

[THE BONDS OF THIS SERIES maturing on February 15 in the years _____ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Bonds shall be redeemed by the Paying Agent/Registrar on March 1 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Bonds Maturing _____, _____		Bonds Maturing _____, _____		Bonds Maturing _____, _____	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount

[1] Final maturity of Bond.

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.]

[IN ADDITION TO THE FOREGOING MANDATORY REDEMPTION, the Bonds of this series][THE BONDS OF THIS SERIES] maturing on and after February 15, 2033 may be redeemed prior to their scheduled maturities on any date on or after February 15, 2032, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of

assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

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

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

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

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

(signature)	(signature)
City Secretary	Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Comptroller's Registration Certificate)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved

by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

_____
ZIONS BANCORPORATION, NATIONAL ASSOCIATION
Houston, Texas,
Paying Agent/Registrar

By: _____
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

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

_____

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

Dated: _____

Signature Guaranteed:

_____

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

_____

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

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

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

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

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

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

Years	Principal Installments ($)	Interest Rates (%)
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

2042

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

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

Section 5. INTEREST AND SINKING FUND.

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

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

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.

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

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

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

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

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

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

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

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

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

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

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

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely

for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

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

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

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

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

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

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

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

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of the Bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-

exempt status of the Bonds. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Initial Bond is hereby sold and shall be delivered to Morgan Stanley & Co. LLC and RBC Capital Markets, LLC (collectively, the "Underwriters") for the purchase price of $[_____], representing an aggregate par amount of the Bonds of $[45,815,000], plus a net reoffering premium of $[_____], and less an Underwriters' discount on the Bonds of $[_____], and no accrued interest, pursuant to the terms and provisions of a Purchase Agreement, which the Mayor is hereby authorized to execute and deliver. It is officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of Morgan Stanley & Co. LLC.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April 25, 2022 prior to the date hereof is hereby ratified and confirmed.

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

Section 11. DEFAULT AND REMEDIES

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

Section 12. COMPLIANCE WITH RULE 15c2-12.

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

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in a designated electronic format as prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. The Issuer will additionally provide financial statements of the Issuer ("Financial Statements"), that will be (1) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not completed within 12 months after any such fiscal year end, then the Issuer shall provide unaudited Financial Statements within such 12-month period, and audited Financial Statements for the applicable fiscal year to the MSRB, when and if the audit report on such Financial Statements becomes available. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor trustee or change in the name of the trustee, if material;

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer 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 Issuer, 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 Issuer.

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

(d) Limitations, Disclaimers, and Amendments.

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

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

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER

PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount a majority of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be

deemed necessary or desirable by the Issuer; provided, however, that without the consent of all of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment, and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

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

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

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

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

Section 14. APPROVAL OF DEPOSIT AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, an Authorized Officer is further authorized to enter into and execute on behalf of the Issuer the Paying Agent Deposit Agreement with Zions Bancorporation, National Association, Amegy Bank Division, the paying agent for the Refunded Certificates, in substantially the form presented at this meeting.

In addition, on or immediately prior to the date of the delivery of the Bonds to the Underwriters, an Authorized Officer is authorized to transfer and deposit cash from available funds to the paying agent/registrars of the Refunded Obligations, as applicable, if needed, to (i) fund the account described in the Paying Agent Deposit Agreement as the Issuer's contribution to the refunding of the Refunded Certificates and (ii) accomplish the refunding of the Refunded CP Notes. In addition, an Authorized Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of securities, if any are required for the defeasance of the Refunded Certificates.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption or otherwise retired on the dates and at the prices set forth on Schedule I.

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

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the paying agents for the Refunded Obligations, pursuant to the Paying Agent Deposit Agreement approved in Section 14 of this Ordinance, or from amounts deposited with the paying agent/registrar for the Refunded Obligations from proceeds of the Bonds, if there is no Paying Agent Deposit Agreement for one or both series of the Refunded Obligations.

Section 16. APPLICATION OF PREMIUM. The Bonds are being sold with a premium equal to $[_____], of which $[_____] shall be deposited with the respective paying agents for the Refunded Obligations, as needed, and $[_____] shall be used to pay costs of issuance and the underwriter discount.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

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

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

Combination Tax and Revenue Certificates of Obligation, Series 2012

Original Dated Date	Original Maturity Date	Interest Rates	Amount	Call Date
6/1/2012	2/15/2023	3.000%	$ 150,000	6/30/2022
	2/15/2024	3.000%	155,000	6/30/2022
	2/15/2025	3.000%	155,000	6/30/2022
	2/15/2026	3.000%	165,000	6/30/2022
	2/15/2027	3.000%	170,000	6/30/2022
	2/15/2028	3.125%	105,000	6/30/2022
	2/15/2029	3.250%	110,000	6/30/2022
	2/15/2030	3.250%	115,000	6/30/2022
	2/15/2031	3.375%	115,000	6/30/2022
	2/15/2032	3.375%	120,000	6/30/2022
			$ 1,360,000	

Called for redemption on June 30, 2022, at par plus accrued interest.

Refunded CP Notes

City of Garland General Obligation Commercial Paper Notes, Series 2021 maturing on May 31, 2022 in the principal amount of $42,000,000 at a price of par plus accrued interest.

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 12(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix of the Official Statement referred to) below:

1. Tables 1 through 5, and 7 through 14 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements in Appendix B to the Official Statement.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **8.**

Meeting Date: 05/03/2022

Item Title: Bond Refunding - Water and Sewer System Revenue Refunding Bonds and Commercial Paper Notes

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the February 28, 2022 Work Session, Council considered a refunding of $42.5 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately $4.7 million Water and Sewer System Revenue Bonds, Series 2012 with Water and Sewer System Revenue Refunding Bonds, Series 2022. The purpose of this transaction is to refund a portion of variable rate commercial paper notes with fixed rate long-term debt and to generate debt service savings.

Recommendation/Action Requested and Justification

Approve the sale of Water and Sewer System Revenue Refunding Bonds, Series 2022.

Attachments

Draft Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

_____

CITY OF GARLAND, TEXAS
WATER AND SEWER SYSTEM
REVENUE REFUNDING BONDS
NEW SERIES 2022

_____

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AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GARLAND, TEXAS, WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, NEW SERIES 2022; ESTABLISHING THE OBLIGATIONS TO BE REFUNDED WITH PROCEEDS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY'S WATER AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the City has heretofore issued its Prior Lien Bonds and its Previously Issued Bonds (as such terms are hereinafter defined); and

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

WHEREAS, the City Council (the "Council") of the City, has heretofore issued, sold, and delivered, and there is currently outstanding, City of Garland, Texas, Water and Sewer System Revenue Bonds, Series 2012, dated June 1, 2012, scheduled to mature on March 1 in each of the years 2023 through 2032, inclusive, and aggregating in the principal amount of $4,675,000 (the "Refunded Bonds"); and

WHEREAS, the Council, in accordance with the provisions of Texas Government Code, Chapter 1371 ("Chapter 1371"), has heretofore authorized by ordinance and provided for the issuance of "City of Garland, Texas Water and Sewer System Commercial Paper Notes, Series 2015" (the "Commercial Paper Notes") in an aggregate principal amount not to exceed $90,000,000 for the purpose of financing additions, improvements and extensions to the System; and

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

defined in Section 1371.001(2), Texas Government Code) of the System, including capital assets and facilities incident and related to the operation, maintenance and administration thereof; and

WHEREAS, the Council has determined that it is in the best interest of the City to issue the bonds hereinafter authorized (the "Bonds") secured by a lien on and pledge of the Net Revenues on a parity with the Previously Issued Bonds for the purposes, among other things, of refunding the Refunded Bonds to achieve a net present value debt service savings as set forth herein and $42,500,000 in principal amount of the Commercial Paper Notes (the "Refunded CP Notes" and, collectively with the Refunded Bonds, the "Refunded Obligations") to restructure a portion of the City's System debt service requirements by extending the debt to mature over a term that is generally commensurate with the expected life of the System facilities and/or to provide rate relief for System ratepayers; and

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

WHEREAS, Zions Bancorporation, National Association, Amegy Bank Division is the paying agent for the Refunded Bonds, and the Paying Agent Deposit Agreement, between the Issuer and Zions Bancorporation, National Association, Amegy Bank Division, hereinafter authorized, constitutes an agreement of the kind authorized and permitted by Chapter 1207; and

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

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

WHEREAS, the Council hereby finds and determines that the refunding of the Refunded Bonds will result in the City saving approximately $[_____] in debt service payments on such indebtedness and provide a net present value savings of approximately $[_____]; and

WHEREAS, the Bonds hereinafter authorized are to be issued and delivered pursuant to the laws of the State of Texas, including Texas Government Code Chapters 1207, 1502 and 1371, as amended; and

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

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

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

WHEREAS, the Council finds and determines that it is in the best interest of the City and its inhabitants to proceed with the issuance of bonds to provide funds for the purposes hereinafter specified; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

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

SECTION 2. PURPOSE OF THE BONDS. The Bonds are hereby authorized to be issued and delivered in the aggregate principal amount of $[46,705,000], for the public purpose of providing funds to refund a portion of the City's outstanding System indebtedness and to pay the costs incurred in connection with the issuance of the Bonds.

SECTION 3. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF GARLAND, TEXAS, WATER AND SEWER SYSTEM REVENUE REFUNDING BOND, NEW SERIES 2022," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated May 1, 2022, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the Underwriters, as defined and described in Section 36 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on March 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 9 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years of Maturity	Principal Amounts	Interest Rates
2023		
2024		

2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042

SECTION 4. [RESERVED].

SECTION 5. CHARACTERISTICS OF THE BONDS.

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

(b) Transfer, Conversion and Exchange. Except as provided in Section 7(a) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the applicable series of Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof, (ii) shall be in the denominations, (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be

redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 6. CITY TO MAINTAIN A PAYING AGENT/REGISTRAR FOR THE BONDS. The City covenants with the Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

SECTION 7. AUTHENTICATION OF BONDS; INITIAL BOND.

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

by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(b) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

SECTION 8. BOOK-ENTRY ONLY SYSTEM.

(a) Depository Trust Company. The Bonds issued in exchange for the Bond initially issued to the Underwriters specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (b) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

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

than an Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

SECTION 9. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Bond]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF GARLAND, TEXAS WATER AND SEWER SYSTEM REVENUE REFUNDING BOND NEW SERIES 2022	PRINCIPAL AMOUNT $

INTEREST RATE	INITIAL DELIVERY DATE OF BONDS	MATURITY DATE	CUSIP NO.
_____	May 31, 2022	March 1, _____	_____

Owner:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Garland, in Dallas, Collin and Rockwall Counties, Texas (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Owner specified above, or registered assigns (hereinafter called the "Owner"), on the Maturity Date specified above, the Principal Amount specified above. The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Initial Delivery Date of Bonds set forth above at the Interest Rate per annum specified above. Interest is payable on March 1, 2023 and semiannually on each September 1 and March 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, in Houston, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely

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

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

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

THIS BOND is one of a series of Bonds dated as of May 1, 2022 (the "Bond Date") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the ordinance adopted by the governing body of the City (herein referred to as the "Ordinance") in the original aggregate principal amount of $[46,705,000] for the purpose of refunding certain outstanding obligations payable from revenues of the City's Water and Sewer System and paying costs of issuance, all under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and the Ordinance.

[THE BONDS OF THIS SERIES maturing on March 1 in the years _____ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date,

and without premium, with funds on deposit in the Interest and Sinking Fund. Such Bonds shall be redeemed by the Paying Agent/Registrar on March 1 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Bonds Maturing _____, _____		Bonds Maturing _____, _____		Bonds Maturing _____, _____	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount

(1) Final maturity of Bond.

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.]

[IN ADDITION TO THE FOREGOING MANDATORY REDEMPTION, the Bonds of this series][THE BONDS OF THIS SERIES] maturing on and after March 1, 2033 may be redeemed prior to their scheduled maturities on any date on or after March 1, 2032, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price from the Paying Agent/Registrar out of the funds

provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

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

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

THE BONDS CONSTITUTE SPECIAL OBLIGATIONS of the City and, together with currently outstanding Bonds Similarly Secured (as defined in the Ordinance) and any Additional Bonds (as defined in the Ordinance), if issued, are payable solely from and equally secured by a lien on and pledge of the Net Revenues of the System, such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues of the System to the payment and security of the Prior Lien Bonds (as defined in the Ordinance). The Bonds do not constitute a legal

or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues.

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

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

AS PROVIDED IN THE ORDINANCE, no additional obligations will be authorized or issued on a parity with the outstanding Prior Lien Bonds; and the Bonds, together with currently outstanding Bonds Similarly Secured and any Additional Bonds hereafter issued on a parity therewith, will become obligations equally secured by a first lien on and pledge of the Net Revenues of the System at such time as the principal of and interest on the Prior Lien Bonds have been fully paid or provision for the payment of said Prior Lien Bonds has been made in accordance with applicable law.

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

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

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

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

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

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Houston, Texas
Paying Agent/Registrar

By:_____
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

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

_____

Please insert Social Security or Taxpayer Identification Number of Transferee:

_____

Please print or typewrite name and address, including zip code of Transferee:

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of

the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

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

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

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

"THE CITY OF GARLAND, TEXAS, in Dallas, Collin and Rockwall Counties, Texas (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Owner specified above, or registered assigns (hereinafter called the "Owner"), on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Dates	Principal Installments	Interest Rates
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery shown above, at the respective Interest Rate per annum specified above. Interest is payable on March 1, 2023, and on each September 1 and March 1 thereafter to the date of payment of the principal installment

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

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

SECTION 10. DEFINITIONS. In addition to such other terms defined elsewhere in this Ordinance, for all purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds and the pledge and appropriation of revenues therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations authorized to be issued in accordance with the terms and conditions prescribed in Section 20 hereof.

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

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

(ii) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount

or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

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

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

(v) Variable Rate.

(1) Except as hereinafter provided in this subparagraph, the rate of interest on Variable Rate Obligations then proposed to be issued shall be deemed to be the average for the then immediately preceding five (5) years of the SIFMA Index, plus twenty (20) basis points; provided, however, that (i) if, after the issuance of the Variable Rate Obligations then proposed to be issued, more than 20% of the aggregate of the Bonds Similarly Secured Outstanding will bear interest at a variable rate and (ii) any Bond Similarly Secured is then insured by a Bond Insurer, the rate of interest on Variable Rate Obligations then proposed to be issued shall be deemed to be the

greater of (x) the most recently announced thirty (30) year Revenue Bond Index published by The Bond Buyer, a financial journal published, as of the date the Ordinance was adopted, in the City of New York, New York, (y) the rate of interest then borne by any Variable Rate Obligations then Outstanding, or (z) 1.25 times the average variable rate borne by any Variable Rate Obligations then Outstanding during the then immediately preceding twelve month period; and

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

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

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

(viii) Credit Agreement Payments. If the City has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments made by the City in connection with the

termination or unwinding of a Credit Agreement), from either the City or the Credit Provider, shall be included in such calculation except to the extent that the payments are already taken into account under (i) through (vii) above and any payments otherwise included above under (i) through (vii) which are to be replaced by payments under a Credit Agreement, from either the City or the Credit Provider, shall be excluded from such calculation.

(c) The term "Bonds" shall mean the "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2022", dated May 1, 2022, authorized by this Ordinance.

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

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

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

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

(h) The term "Credit Facility" shall mean (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on Bonds Similarly Secured would rate the Bonds Similarly Secured fully insured by a standard policy issued by the issuer in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds Similarly Secured and the interest thereon; and, in any case, no lower than the rating assigned by a Rating Agency to the Bonds Similarly Secured.

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

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

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

(ii) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

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

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

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

(l) The term "Funded Debt" shall mean all Bonds Similarly Secured created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

(m) The term "Government Obligations", as used herein, shall mean any then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

(n) The term "Maturity" shall mean, when used with respect to any Debt, the date on

which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

(o) The term "Net Revenues" shall mean the gross revenues of the System less the expenses of operation and maintenance, 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 keep the System in operation 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 the security of any obligations payable from and secured by a lien on the net revenues of the System shall be deducted in determining "Net Revenues." Depreciation shall not be considered an operation or maintenance expense of the System.

(p) The term "New Series 2018 Bonds" shall mean the "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2018", dated May 15, 2018.

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

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

(ii) those Bonds or Bonds Similarly Secured for which payment has been duly provided by the City in accordance with the provisions of Section 29 hereof by the irrevocable deposit with the Paying Agent/Registrar of money or Government Obligations, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds or Bonds Similarly Secured are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the ordinance authorizing the issuance of such Bonds or Bonds Similarly Secured or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar, or waived; and

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

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

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

(t) The term "Previously Issued Bonds" shall mean:

(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;

(iv) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2018", dated May 15, 2018;

(v) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2018A", dated December 1, 2018;

(vi) "City of Garland, Texas, Water and Sewer System Revenue Bonds, New Series 2019", dated June 1, 2019;

(vii) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2019A", dated December 1, 2019; and

(viii) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2021", dated January 15, 2021.

(u) The term "Prior Lien Bonds" shall mean the "City of Garland, Texas, Water and Sewer System Revenue Refunding and Improvement Bonds, Series 2013" dated May 1, 2013.

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

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

(x) The term "Term of Issue" shall mean, with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five (25) years.

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

Similarly Secured bears interest at a fixed rate.

The City reserves the right to establish accounts within the Bond Fund for the payment of obligations, including specifically obligations incurred under a Credit Agreement, that is declared to be Bonds Similarly Secured in the ordinance authorizing the execution of such Credit Agreement.

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

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

SECTION 12. RATES AND CHARGES. The City hereby covenants and agrees with the Owners of the Bonds that rates and charges for water and sewer services afforded by the System will be established and maintained to provide revenues sufficient at all times to:

(a) Pay for all operation and maintenance charges of said System;

(b) Maintain the Bond Fund; and

(c) Pay all other outstanding indebtedness against said System as and when the same becomes due.

In determining the rates and charges for water and sewer services afforded by the System, the City can take into account funds transferred from any rate mitigation fund or account and applied to the items specified in (a), (b) and (c) above.

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

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

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

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

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

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

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

SECTION 16. DEFICIENCIES IN FUNDS. If in any month the City shall, for any reason, fail to pay into the Bond Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Fund from the first available and unallocated Net Revenues of the System for the following month or months, and such payments shall be in addition to the amounts otherwise required to be paid into said Fund during such month or months.

SECTION 17. EXCESS REVENUES. Any Net Revenues in excess of those required to establish and maintain the special Funds as herein required may be used for any other lawful purpose.

SECTION 18. SECURITY OF FUNDS. All moneys deposited in the Funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State for the security of public funds, and shall be used only for the purposes permitted by this Ordinance and the ordinances authorizing the issuance of other Bonds Similarly Secured.

SECTION 19. NO ADDITIONAL OBLIGATIONS TO BE ISSUED ON A PARITY WITH THE PRIOR LIEN BONDS - OBLIGATIONS OF INFERIOR LIEN AND PLEDGE. The City will not hereafter issue any additional obligations with a lien on and pledge of the Net Revenues on a parity with the lien on and pledge of the Net Revenues associated with the Prior Lien Bonds or create or issue evidences of indebtedness for any purpose possessing a lien on the Net Revenues of the System superior to that to be possessed by the Bonds Similarly Secured. The City, however, retains the right to create and issue evidences of indebtedness whose lien on and pledge of the Net Revenues of the System shall be subordinate to that possessed by the Bonds Similarly Secured.

SECTION 20. ISSUANCE OF ADDITIONAL BONDS. In addition to the right to issue obligations of inferior lien as authorized by the laws of the State, the City hereby reserves the right to issue additional parity obligations. The Additional Bonds, when issued, shall be payable from and secured by a lien on and pledge of the Net Revenues of the System in the same manner and to the same extent as the Outstanding Bonds Similarly Secured. The Outstanding Bonds Similarly Secured and any Additional Bonds shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) A certificate is executed by the Mayor and Finance Director (or other officer of the City having primary responsibility for the financial affairs of the City) to the effect that no default

exists in connection with any of the covenants or requirements of the ordinances authorizing the issuance of all then Outstanding Bonds Similarly Secured;

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

(c) A certificate is executed by a certified public accountant to the effect that, in his or her opinion, the Net Revenues of the System either for the last complete Fiscal Year of the City, or for any 12 consecutive calendar month period ending not more than 90 days prior to the passage of the ordinance authorizing the issuance of such Additional Bonds were, for the calculation period, at least 1.25 times the then current average annual principal and interest requirements for all then outstanding Prior Lien Bonds and Outstanding Bonds Similarly Secured and for the installment or series of Additional Bonds then proposed to be issued and 1.00 times the maximum annual principal and interest requirements for all outstanding Prior Lien Bonds and Outstanding Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds then being issued. However, (i) should the certificate of the accountant certify that the Net Revenues of the System for the period covered thereby were less than required above, and (ii) a change in the rates and charges for water and sewer services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (iii) a Consultant will certify that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Revenues of the System covered by the accountant's certificate would have been, in his or her opinion, equal to at least 1.25 times the then current average annual and 1.00 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis) of the Prior Lien Bonds and the Bonds Similarly Secured after giving effect to the issuance of the proposed Additional Bonds, then, in such event, the coverage specified in the first sentence of this subparagraph (c) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by a Consultant's certificate to the above effect. For purposes of the calculation in this subparagraph (c), Net Revenues as used in this subparagraph (c), shall mean the Net Revenues of the System, but excluding and not deducting any charges or disbursements which under standard accounting practice should be charged to depreciation, betterment or capital expenditures;

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

(e) All calculations of maximum annual debt service requirements made pursuant to this Section shall be made based upon the actual rate of interest to be borne by the Additional Bonds then proposed to be issued.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the City may deem to be in the best interest of the City and its inhabitants, and if fewer than all such Outstanding Bonds Similarly Secured are refunded, the proposed

refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section, and the certificate(s) required in subdivision (c) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the Bonds Similarly Secured being refunded following their cancellation or provision being made for their payment).

SECTION 21. MAINTENANCE AND OPERATION - INSURANCE. The City covenants and agrees that the System shall be maintained in good condition and operated in an efficient manner and at reasonable cost. So long as any of the Bonds are Outstanding, the City agrees to maintain insurance on the System of a kind, and in an amount not less than, customarily carried by municipal corporations in the State engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

SECTION 22. RECORDS - ACCOUNTS - ACCOUNTING REPORTS.

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

(b) Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such.

SECTION 23. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Bond Fund as required by this Ordinance or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Owner or Owners of any Bond shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

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

SECTION 24. SPECIAL COVENANTS. The City hereby further covenants as follows:

(a) That it has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State, including said power existing under Texas Government Code, Chapter 1502, as amended, that the Bonds when issued, shall be ratably secured under said pledge of income in such manner that one Bond Similarly Secured shall have no preference over any other Bond Similarly Secured.

(b) That, other than for the payment of the Outstanding Prior Lien Bonds, the Outstanding Previously Issued Bonds and the Bonds herein authorized, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System, except on a basis subordinate to that for the Prior Lien Bonds and the Bonds Similarly Secured.

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

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

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

(f) To the extent that it legally may, the City further covenants and agrees that, so long as any of the Bonds Similarly Secured, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing water or sewer system other than those owned by the City, and the operation of any such system by anyone other than the City is hereby prohibited.

SECTION 25. BONDS ARE SPECIAL OBLIGATIONS. The Bonds are special obligations of the City payable from the pledged Net Revenues of the System, and the Owners thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 26. BONDS ARE NEGOTIABLE INSTRUMENTS. That each of the Bonds shall be deemed and construed to be a "security," and as such a negotiable instrument, within the meaning of Texas Business and Commerce Code, Chapter 8, as amended.

SECTION 27. INVESTMENTS. Moneys in the Bond Fund may at the option of the City be invested or reinvested from time to time in direct obligations of the United States of America, or other obligations permitted by the Texas Public Funds Investment Act, as amended.

SECTION 28. PAYMENT OF BONDS. While any of the Bonds are Outstanding, the Mayor, the Finance Director and the City Secretary, individually or jointly, are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds as the same accrue or mature; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds on or before the date of payment for the Bonds.

SECTION 29. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations, and thereafter the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Government Obligations. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 30(a)(i) or (ii) shall not be irrevocable, provided

that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Government Obligations are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Government Obligations or the substitution of other Government Obligations upon the satisfaction of the requirements specified in subsection 30(a)(i) or (ii). All income from such Government Obligations received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

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

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

SECTION 30. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Owner of any Bond from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 35 hereof. The City, may, without the consent of or notice to any Owners of Bonds, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners of any Bond, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of Bonds owning a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition or rescission shall (a) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (b) give any preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition or rescission.

SECTION 31. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

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

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(b) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 32. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION AND ENGAGEMENT; ATTORNEY GENERAL FILING FEE; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. (a) The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State, and their

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

(b) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriter. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

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

SECTION 33. COVENANTS REGARDING TAX EXEMPTION. The City covenants to refrain from taking any action which would adversely affect, and to take any required action to ensure, the treatment of the Bonds as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of the foregoing (a) and (b), the City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior

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

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

Unless superseded by another action of the City, to ensure compliance with the covenants herein regarding private business use, remedial actions, arbitrage and rebate, the Council hereby adopts and establishes the instructions attached hereto as Exhibit A as the City's written procedures. The City also incorporates herein the representations to be made by it in the Federal Tax Certificate related to the Bonds.

SECTION 34. DISPOSITION OF REFINANCED FACILITIES. The City covenants that the property financed with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 35. COMPLIANCE WITH RULE 15c2-12.

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

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned

debt obligation; or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

(i) The City shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the City of the general type included in Tables 1 through 12 in the final Official Statement authorized by this Ordinance. The City will additionally provide financial statements of the City (the "Financial Statements"), that will be (i) prepared in accordance with the accounting principles described in Appendix B to the final 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 and shall be in substantially the form included in the final Official Statement and (ii) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The City may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

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

(d) Limitations, Disclaimers, and Amendments.

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

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

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

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

(v) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or

operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

SECTION 36. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to BOK Financial Securities, Inc. and Estrada Hinojosa & Company, Inc. (the "Underwriters"), for the purchase price of $[_____] (representing the par amount of the Bonds of $[46,705,00], plus aggregate original issue premium of $[_____] and less an underwriting discount of $[_____]). It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of the BOK Financial Securities, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor and Mayor Pro Tem, the City Manager, the City Secretary and the Finance Director of the City (each, an "Authorized Officer") shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, a commitment for municipal bond insurance, if the Bonds shall be so insured, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 37. APPROVAL OF DEPOSIT AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, an Authorized Officer is further authorized to enter into and execute on behalf of the City the Paying Agent Deposit Agreement with Zions Bancorporation, National Association, Amegy Bank

Division, the paying agent for the Refunded Bonds, in substantially the form presented at this meeting.

In addition, on or immediately prior to the date of the delivery of the Bonds to the Underwriters, an Authorized Officer is authorized to transfer and deposit cash from available funds to the paying agent/registrars of the Refunded Obligations, as applicable, if needed, to (i) fund the account described in the Paying Agent Deposit Agreement as the City's contribution to the refunding of the Refunded Bonds and (ii) accomplish the refunding of the Refunded CP Notes. In addition, an Authorized Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the securities, if any are required for the defeasance of the Refunded Bonds.

SECTION 38. REDEMPTION OF REFUNDED OBLIGATIONS.

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

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

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the paying agents for the Refunded Obligations, pursuant to the Paying Agent Deposit Agreement approved in Section 37 of this Ordinance, or from amounts deposited with the paying agent/registrar for the Refunded Obligations from proceeds of the Bonds, if there is no Paying Agent Deposit Agreement for one or both series of the Refunded Obligations.

SECTION 39. BENEFITS OF ORDINANCE. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Owners.

SECTION 40. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 41. EFFECT OF HEADINGS. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 42. 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 43. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SECTION 44. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

EXHIBIT A

WRITTEN PROCEDURES
RELATING TO CONTINUING COMPLIANCE
WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the authorizing document (the "Ordinance") with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the City in complying with federal guidelines related to the issuance of any tax-exempt debt such as revenue bonds, general obligation bonds and certificates of obligation (collectively, the "Obligations").

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the City Manager and Finance Director (such officers, together with other employees of the City who report to such officers, are collectively, the "Responsible Person") will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence;

2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;

4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and

5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the City issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the City issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and

3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the City (such as a reimbursement resolution) stating the City's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

2. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The

Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

1. Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;

2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;

3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

5. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

6. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

7. Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and

8. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending six (6) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the six (6) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the Council whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking Council approval to engage or utilize existing advisors and agents for such purposes.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

Refunded Bonds

Water and Sewer System Revenue Bonds, Series 2012

Original Dated Date	Original Maturity Date	Interest Rates	Amount	Maturity or Call Date
6/1/2012	3/1/2023	4.000%	$ 455,000	6/30/2022
	3/1/2024	3.000%	475,000	6/30/2022
	3/1/2025	4.000%	490,000	6/30/2022
	3/1/2026	3.000%	510,000	6/30/2022
	3/1/2027	3.125%	520,000	6/30/2022
	3/1/2028	3.250%	415,000	6/30/2022
	3/1/2029	3.250%	430,000	6/30/2022
	3/1/2030	3.375%	445,000	6/30/2022
	3/1/2031	3.375%	460,000	6/30/2022
	3/1/2032	3.500%	475,000	6/30/2022
			$ 4,675,000	

The Refunded Bonds will be redeemed on or after June 30, 2022 at a price of par plus accrued interest to the redemption date.

Refunded CP Notes

City of Garland Water and Sewer System Commercial Paper Notes, Series 2015 maturing on May 31, 2022 in the principal amount of $42,500,000 at the price of par plus accrued interest.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **9.**

Meeting Date: 05/03/2022

Item Title: Consider an Ordinance Approving the Sale of Certificates of Obligation, Series, 2022 to Fund a Portion of the Approved 2022 CIP

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the February 28, 2022 Work Session, Council considered authorizing the sale of Certificates of Obligation (CO) in the approximate amount of $31 million to fund a portion of the approved 2022 CIP.

Recommendation/Action Requested and Justification

By ordinance, approve the sale of Certificates of Obligation, Series 2022 to fund a portion of the approved 2022 CIP.

Attachments

Draft Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

CITY OF GARLAND, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

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EXHIBIT A A-1

AN ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF $[28,695,000] IN PRINCIPAL AMOUNT OF "CITY OF GARLAND, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022;" AUTHORIZING THE ISSUANCE OF THE CERTIFICATES; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

WHEREAS, the City Council of the City of Garland, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount of $[28,695,000] for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Subchapter B, Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said Issuer, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of Obligation of the City of Garland, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[28,695,000], for the purpose of paying all or a portion of the Issuer's contractual obligations incurred pursuant to contracts for the purchase, construction, renovation and acquisition of certain real and personal property, to wit: (a) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements; (b) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements; (c) constructing and improving streets, including related sidewalks, cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; (d) acquisition of vehicles and equipment for the fire, police, emergency medical technicians, streets and traffic control, facilities management, drainage, stormwater management, and parks and recreation departments and programs; (e) constructing, renovating, installing and equipping of buildings, streets and traffic control facilities, and public safety facilities for the police and fire departments, street department and Justice Complex; (f) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements

for the Issuer's sanitation department, including the landfill and transfer station and the acquisition of land and interests in land related thereto; (g) constructing, equipping and improving information management services systems; (h) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement, upgrade, roof replacement and safety upgrades; and (i) for the purpose of paying all or a portion of the Issuer's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects (collectively, the "Projects") and the issuance of the Certificates of Obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF GARLAND, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated the date of delivery, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the "Initial Certificate"), with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Certificate being made payable to the Underwriter as described in Section 10 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Year	Principal Amount ($)	Interest Rate (%)	Year	Principal Amount ($)	Interest Rate (%)
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates of obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall

make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas (the "Attorney General") and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

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

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in

the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Initial Certificate is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF CERTIFICATE.

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

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

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

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying

Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

(i) Cancellation of Initial Certificate. On the closing date, the Initial Certificate, representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the

Comptroller, will be delivered to such purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless the prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such 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 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Comptroller's Registration Certificate to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF GARLAND, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2022	PRINCIPAL AMOUNT $_____

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Garland, Texas in Dallas, Collin and Rockwall Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August

15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, in Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

THIS CERTIFICATE is one of a series of Certificates dated the Delivery Date, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[28,695,000] for the purpose of paying all or a portion of the Issuer's contractual obligations incurred pursuant to contracts for the purchase, construction, renovation and acquisition of certain real and personal property, to wit: (a) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements; (b) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements; (c) constructing and improving streets, including related sidewalks, cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; (d) acquisition of vehicles and equipment for the fire, police, emergency medical technicians, streets and traffic control, facilities management, drainage, stormwater management, and parks and recreation departments and programs; (e) constructing, renovating, installing and equipping of buildings, streets and traffic control facilities, and public safety facilities for the police and fire departments, street department and Justice Complex; (f) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements for the City's sanitation department, including the landfill and transfer station and the acquisition of land and interests in land related thereto; (g) constructing, equipping and improving information management services systems; (h) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement, upgrade, roof replacement and safety upgrades; and (i) for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and the issuance of the Certificates.

ON February 15, 2032, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE CERTIFICATES scheduled to mature on February 15th in the years ___ and ___ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

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

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer and

delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

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

WITH RESPECT TO ANY OPTIONAL REDEMPTION of the Certificates, unless the prerequisites to such redemption required by the Ordinance have been met and 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 satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such 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.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges

for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law; and that this Certificate is additionally secured by and payable from a limited pledge (not to exceed $1,000) of the surplus revenues derived by the Issuer from the ownership and operation of the Issuer's System (consisting of the Issuer's combined waterworks system and sewer system), all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to issue, in accordance with law, and in accordance with the Certificate Ordinance, other and additional obligations, and to enter into contracts, payable from ad valorem taxes and/or revenues of the Issuer's System, on a parity with, or with respect to said revenues, superior in lien to, this Certificate.

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

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

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

(signature)	(signature)
City Secretary	Mayor

(SEAL)

[INSERT BOND INSURANCE LEGEND, IF ANY]

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Comptroller's Registration Certificate)

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

Dated: _____

_____
ZIONS BANCORPORATION, NATIONAL ASSOCIATION
Houston, Texas,
Paying Agent/Registrar

By:_____
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

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

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

Dated: _____

Signature Guaranteed:

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

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

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Certificate Insertions]

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

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

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

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

Years	Principal Installments ($)	Interest Rates (%)

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

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

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

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

(b) The Certificates, together with other obligations of the Issuer, are additionally secured by and shall be payable from and secured by the collection of the surplus revenues of the Issuer's Waterworks and Sewer System (the "System"), after payment of all expenses of operation and maintenance thereof, and all debt service, reserve, and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all of any part of the net revenues of the Issuer's System, constituting "Surplus Revenues", not to exceed $1,000. The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this Section, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

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

Section 6. DEFEASANCE OF CERTIFICATES.

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

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

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by state law that are eligible to discharge obligations such as the Certificates, including (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of

a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

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

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

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

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

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon

the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

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

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining to the Initial Certificate pending its delivery and its investigation, examination, and approval by the Attorney General, and its registration by the Comptroller. Upon registration of the Initial Certificate said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

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

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with B

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

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

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

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior

to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Initial Certificate is hereby sold and shall be delivered to Morgan Stanley & Co. LLC and RBC Capital Markets, LLC (collectively, the "Underwriters") for the purchase price of $[_____], representing an aggregate par amount of the Certificates of $[28,695,000], plus a net reoffering premium of $[_____], and less an Underwriters' discount on the Certificates of $[_____], and no accrued

interest, pursuant to the terms and provisions of a Purchase Agreement, which the Mayor is hereby authorized to execute and deliver. It is officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of Morgan Stanley & Co. LLC.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the offer and sale of the Certificates in final form, with such changes therein or additions thereto as the officer approving the same may deem advisable. The distribution and use of the Preliminary Official Statement dated April 25, 2022 prior to the date hereof is hereby ratified and confirmed.

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

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates issued for the Projects shall be used along with other Certificate proceeds for the Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 Certificates of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

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

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

Section 13. COMPLIANCE WITH RULE 15c2-12.

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

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

"*MSRB*" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in a designated electronic format as prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. The Issuer will additionally provide financial statements of the Issuer ("Financial Statements"), that will be (1) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not completed within 12 months after any such fiscal year end, then the Issuer shall provide unaudited Financial Statements within such 12-month period, and audited Financial Statements for the applicable fiscal year to the MSRB, when and if the audit report on such Financial Statements becomes available. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

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 Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer 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 Issuer, 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 Issuer.

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

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the

Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the 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 Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

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

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

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

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

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

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

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

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

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

Section 15. DEFAULT AND REMEDIES.

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the Certificates, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. DISPOSITION OF FUNDS. Premium received from the sale of the Certificates in the amount of $[_____] shall be applied to the costs of issuance and the underwriters' discount; and the remainder shall be deposited into the Construction Fund.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. Tables 1 through 5, and 7 through 14 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements in Appendix B to the Official Statement.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda **10.**

Meeting Date: 05/03/2022

Item Title: Consider an Ordinance Approving the Issuance of General Obligation Bonds, Taxable Series 2022

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the May 2, 2022 Work Session, Council was requested to consider the issuance of $6.1 million in General Obligation Bonds, Taxable Series 2022. This issuance will fund a portion of the Economic Development projects approved by the voters in the 2019 Bond Program.

Recommendation/Action Requested and Justification

Approve the issuance of General Obligation Bonds, Taxable Series 2022.

Attachments

Draft Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

CITY OF GARLAND, TEXAS
GENERAL OBLIGATION BONDS,
TAXABLE SERIES 2022

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AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GARLAND, TEXAS, GENERAL OBLIGATION BONDS, TAXABLE SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT, AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AND PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

WHEREAS, it is deemed advisable and to be in the best interest of the City of Garland (the "City" or the "Issuer") that certain bonds authorized at the May 4, 2019 election held in the City be sold at this time, with the amount of bonds authorized, purpose, amount of bonds previously sold, and the amount now to be sold being as follows:

Purpose	Amount Authorized	Amount Previously Sold	Amount Being Sold	Authorization Remaining
Proposition F (Economic Development)	$46,000,000	$0	$[_____]	$[_____]

WHEREAS, the bonds hereinafter authorized for such purposes are to be issued and delivered pursuant to Chapters 1251 and 1331, Texas Government Code, as amended, and the Charter of the City;

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the City of Garland, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[6,100,000] for the purpose of: (i) funding projects to promote economic development throughout the Issuer, through planning, designing, constructing, improving, extending and expanding public street, utility, and other infrastructure facilities, including the acquisition of land therefor, and through the Issuer's programs for economic development, including the acquisition of improved and unimproved properties, the demolition of existing structures, making grants of bond proceeds and otherwise providing assistance for private commercial, industrial, retail, residential and mixed-use development, neighborhood revitalization projects, and mixed income development

("Improvement Projects"), and (ii) to pay costs of issuing the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF GARLAND, TEXAS, GENERAL OBLIGATION BOND, TAXABLE SERIES 2022," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated the date of delivery in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the Underwriters as defined and described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Maturity (Feb. 15)	Principal Amount ($)	Interest Rate (%)
2023		
2024		
2025		
2026		

Section 3. CHARACTERISTICS OF THE BONDS.

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

Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas (the "Attorney General") and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

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

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) [may or shall be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 30 days prior to any such redemption date)], (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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

(f) Book-Entry Only System.

(i) The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation

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

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

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

in accordance with the provisions of this Ordinance.

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

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem) and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Use of Facsimile Signatures. The use of the facsimile signature of the City Secretary on the Initial Bond, this Ordinance, the General and No-Litigation Certificate related to the issuance of the Bonds, and any documents directly related to the issuance of the Bonds, is hereby authorized by the City Council empowered to authorize the issuance of the Bonds.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be in substantially the form as set forth in ***Exhibit A*** to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Bonds is hereby authorized to print on the Bonds (i) the form of bond counsel's opinion relating to the Bonds, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Bonds.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures or

is scheduled for redemption or is scheduled for redemption (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures or is scheduled for redemption, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund.

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

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment

arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

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

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

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

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

lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

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

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

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller. Upon registration of the Bonds said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be

printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

(b) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriters. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 9. TAX EXEMPTION. The City Council does not intend to issue the Bonds in a manner such that the Bonds would constitute obligations described in section 103(a) of the Internal Revenue Code of 1986, as amended, and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to Morgan Stanley & Co. LLC and RBC Capital Markets, LLC (collectively, the "Underwriters") for the purchase price of $[_____] representing the par amount of the Bonds, plus a net reoffering premium of $[_____], less an Underwriters' discount on the Bonds of $[_____], and no accrued interest, pursuant to the terms and provisions of a Purchase Agreement, which the Mayor is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of Morgan Stanley & Co. LLC.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

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

(d) The Bonds are being sold at an aggregate premium equal to $[_____]. With respect to such premium attributable to the Bonds, $[_____] shall be used to pay costs of issuance (including underwriter's discount) with any remainder to be deposited to the Interest and Sinking Fund and $[_____] shall be deposited into the Construction Fund for the Improvement Projects.

Section 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the Improvement Projects shall be used along with other Bond proceeds for the Improvement Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund.

Section 12. CONSTRUCTION FUND; INVESTMENT.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Taxable Series 2022 General Obligation Bond Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Improvement Projects as hereinbefore provided. Proceeds of the Bonds in the amount of $[_____] shall be deposited into the Construction Fund. Therefore, the total amount of voted authorization used pursuant to Proposition F of the May 4, 2019 election is $[_____]. Upon payment of all such costs, any moneys remaining on deposit in said Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

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

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

Section 13. COMPLIANCE WITH RULE 15c2-12.

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

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

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

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

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in a designated electronic format as prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in ***Exhibit B*** hereto. The Issuer will additionally provide financial statements of the Issuer ("Financial Statements"), that will be (1) prepared in accordance with the accounting principles described in ***Exhibit B*** hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not completed within 12 months after any such fiscal year end, then the Issuer shall provide unaudited Financial Statements within such 12-month period, and audited Financial Statements for the applicable fiscal year to the MSRB, when and if the audit report on such Financial Statements becomes available. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor trustee or change in the name of the trustee, if material;

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer 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 Issuer, 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 Issuer.

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

(d) Limitations, Disclaimers, and Amendments.

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

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

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

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

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally

recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the Bonds, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

EXHIBIT A

FORM OF BOND

NO. R-

PRINCIPAL AMOUNT
$[6,100,000]

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF GARLAND, TEXAS
GENERAL OBLIGATION BOND
TAXABLE SERIES 2022

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		February 15, ____	

REGISTERED OWNER:
PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Garland, in Dallas, Collin and Rockwall Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above[, or the date of redemption prior to maturity]; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

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

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

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

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

THIS BOND is one of a series of Bonds dated the Delivery Date, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[6,100,000] for the purpose of (i) funding projects to promote economic development throughout the Issuer, through planning, designing, constructing, improving, extending and expanding public street, utility, and other infrastructure facilities, including the acquisition of land therefor, and through the Issuer's programs for economic development, including the acquisition of improved and unimproved properties, the demolition of existing structures, making grants of bond proceeds and otherwise providing assistance for private commercial, industrial, retail, residential and mixed-use development, neighborhood revitalization projects, and mixed income development, and (ii) paying costs of issuing the Bonds.

THIS BOND IS NOT SUBJECT TO REDEMPTION at the option of the Issuer.

[THE BONDS OF THIS SERIES maturing on February 15 in the years _____ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date,

and without premium, with funds on deposit in the Interest and Sinking Fund. Such Bonds shall be redeemed by the Paying Agent/Registrar on February 15 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Bonds Maturing _____, _____		Bonds Maturing _____, _____		Bonds Maturing _____, _____	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount

(1) Final maturity of Bond.

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation.

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal

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

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

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

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

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

registered owner hereof and the Issuer.

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

City Secretary	Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
Houston, Texas
Paying Agent/Registrar

By:_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

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

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____
Please print or type name and address, including zip code of Transferee

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

Dated: _____.

Signature Guaranteed: _____

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

_____

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

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

INITIAL BOND INSERTIONS

The initial Bond shall be in the form set forth above, except that:

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

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

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

Years	Principal Installments ($)	Interest Rates (%)
2023		
2024		
2025		
2026		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter

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

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

EXHIBIT B

Annual Financial Statements and Operating Data

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified in Tables 1 through 5, and 7 through 14 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements in Appendix B to the Official Statement.

GARLAND
PLANNING REPORT

City Council Regular Session Agenda **11. a.**

Meeting Date: 05/03/2022
Item Title: Z 22-01 ClayMoore Engineering (District 1)
Submitted By: Nabiha Ahmed, Lead Development Planner

REQUEST
Approval of a Detail Plan for a Multi-tenant Retail/Restaurant building, including a Restaurant, Drive-Through Use.

LOCATION
5345 North President George Bush Turnpike

OWNER
I-90 @ Garland 2016, LP.

PLAN COMMISSION RECOMMENDATION
On April 11, 2022 the Plan Commission, by a vote of six (6) to zero (0), recommended approval of a Detail Plan for a Multi-tenant Retail/Restaurant building, including a Restaurant, Drive-Through Use.

STAFF RECOMMENDATION
Approval of a Detail Plan for a Multi-tenant Retail/Restaurant building, including a Restaurant, Drive-Through Use.

BACKGROUND
A medical office was built on the subject property in 1996 and was demolished in 2019. In 2019, the City Council approved a Concept Plan for three (3) tracts and a Detail Plan to allow a Retail, Fuel Pumps Use on the southern tract.

In 2021, the City Council approved a restaurant with a drive-through at the corner of North President George Bush Turnpike and North Garland Avenue.

The applicant requests to building a multi-tenant retail/restaurant building, which includes a restaurant with a drive-through on the northeastern tract.

SITE DATA

The subject property consists of approximately 1.35 acres. The site has approximately 141 linear feet of frontage along North President George Bush Turnpike. The site can be accessed from North President George Bush Turnpike and from North Garland Avenue through a mutual access easement.

USE OF PROPERTY UNDER CURRENT ZONING

Planned Development (PD) District 19-07 is intended for Community Retail Uses. It is divided into three (3) tracts and one (1) tract is developed with a Retail, Fuel Pumps Use [Murphy Express]. The northwestern tract was approved for a restaurant with a drive-through [Raising Cane's]. The Restaurant, Drive-Through is an allowed use per PD 19-07. However, a Detail Plan is required prior to the issuance of a permit for construction.

The Community Retail (CR) District is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low density residential districts without significant buffering and screening features. An example of allowed use in a Community Retail (CR) District is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a Community Retail (CR) District must be focused onto the major thoroughfare network. Development in a Community Retail (CR) District may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

1. <u>Detail Plan</u>

   The applicant proposes to construct a 4,914 square-foot multi-tenant retail/restaurant building on the subject property. One of the tenant spaces is for a restaurant with a drive-through use.

   The Restaurant, Drive-Through is an allowed use per PD 19-07. However, a Detail Plan is required prior to the issuance of a permit for construction.

2. <u>Parking</u>

   Per the GDC calculation, a total of fifty-six (56) parking spaces are required. The proposal complies with the parking requirements.

3. <u>Screening and Landscaping</u>

   The landscaping and screening layout on the proposed landscape plan (Exhibit D) complies with the applicable screening and landscape regulations found in Chapter 4 of the Garland Development Code (GDC).

4. <u>Building Design</u>

   The design of the building (Exhibit E) complies with the applicable building design standards from the Garland Development Code (GDC).

5. <u>Signage</u>

   The applicant has not requested any deviations in regards to signage.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Community Center. Community Centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.

Community Centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers.

The proposed land use is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the northeast across North President George Bush Turnpike is zoned Community Retail (CR) District; this property is currently vacant. The property to the southwest is a part of Planned Development (PD) District 19-07 for Community Retail Uses; this property is developed with a gas station [Murphy Express]. The property to the northwest of the subject property is zoned Planned Development (PD) District 21-11; it has been approved for a restaurant with a drive-through use [Raising Cane's]. The property to the east is zoned Planned Development (PD) District 03-14; it is developed with a multi-tenant building.

Attachments

Z 22-01 Location Map

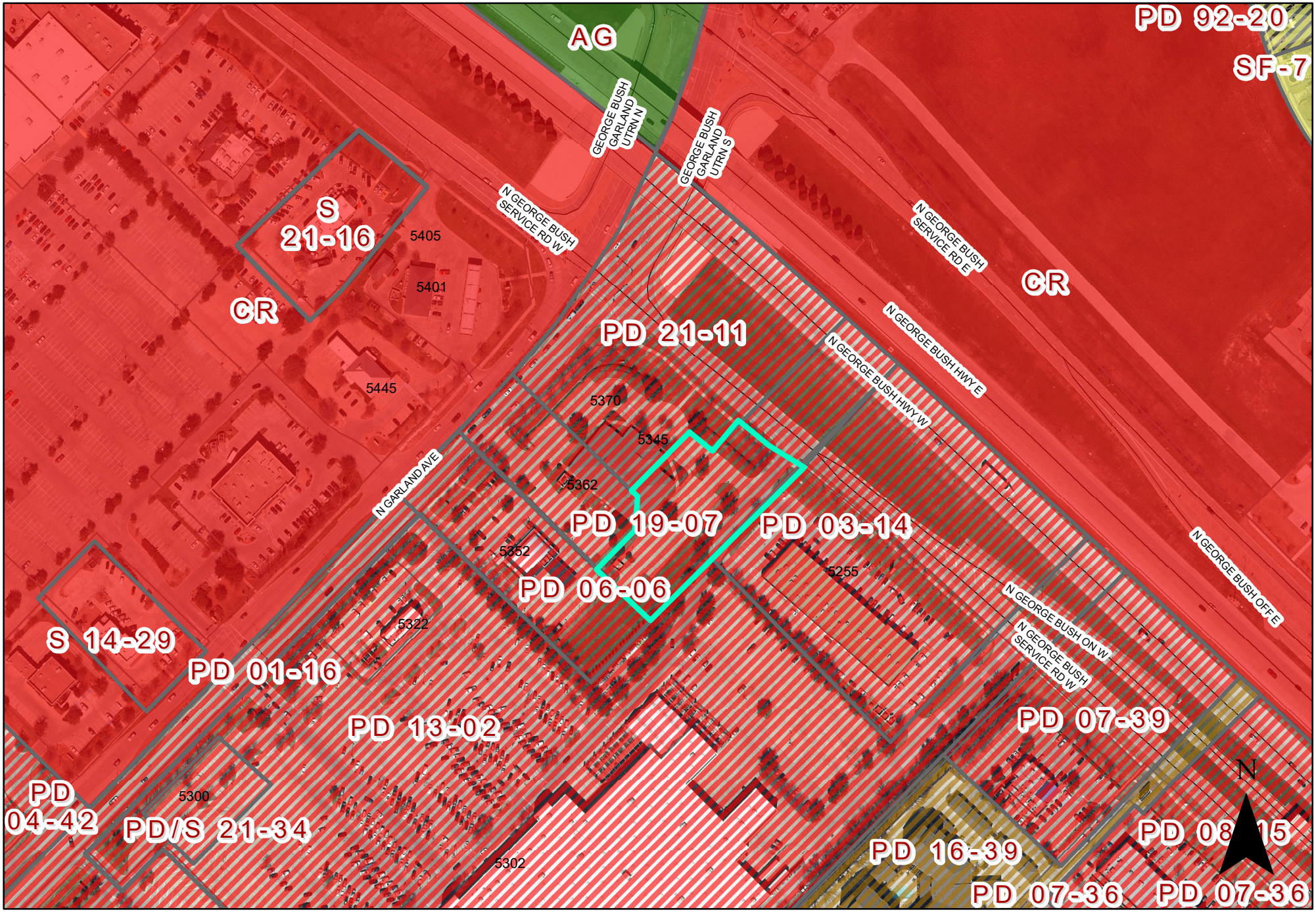
Z 22-01 Exhibit B

Z 22-01 Exhibits C-E

Z 22-01 R&M

Z 22-01 ClayMoore Engineering Responses

Z 22-01 Staff Presentation



0 140 280 Feet

1 inch = 224 feet

ZONING MAP Z 22-01

INDICATES AREA OF REQUEST

5345 N President George Bush Hwy

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-01

5345 North President George Bush Turnpike

I. Statement of Purpose: The purpose of this Planned Development is to approve a Detail Plan for a Multi-tenant Building including a Restaurant, Drive-Through.

II. Statement of Effect: This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of Planned Development (PD) District 19-07 and the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall be in general conformance with the Detail Plan labeled Exhibit C through Exhibit E. In the event there is conflict between the approved Detail Plan and the Specific Regulations below, the Specific Regulations shall apply.

V. Specific Conditions:

A. Permitted Uses:
Land Uses are permitted as in Planned Development (PD) District 19-07 for Community Retail Uses.

B. Site Plan: The site layout, building placement, parking shall be in general conformance with the approved Site Plan labeled Exhibit C.

C. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.

D. Maintenance requirements:

(1) Landscaping must be continuously maintained in a healthy, growing condition and in compliance

with this ordinance, the Garland Development Code, the Code of Ordinances of the City of Garland, and the landscaping plan attached hereto at all times. The property owner is responsible for regular weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all landscaping as promptly as needed to comply with the requirements of this subsection. All exposed ground surfaces shall be properly improved, covered with screening or other approved solid material, or protected with a vegetative growth that prevents soil erosion and ameliorates objectionable dust conditions.

(2) Any dead or dying plant or vegetation, whether or not a component of required landscaping, must be promptly replaced with another approved plant or vegetation variety that complies with the approved landscape plan and in no event later than sixty days after notification by the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits, approvals, consents and the certificate of occupancy for the retail fuel pumps and convenience store. See Section 4 of the granting ordinance.

(3) Screening and paving must be installed and continuously maintained in compliance with this ordinance, the Garland Development Code, and the Code of Ordinances of the City of Garland at all times. The property owner is responsible for regular maintenance of all screening and paving as needed. In the event the property owner fails to remedy a violation of any screening or paving maintenance regulation within sixty days of the City sending notice, the City may, in addition to any other remedy available by law, suspend, withhold, or revoke city permits, approval, consents and the certificate of occupancy for the travel center.

EXHIBIT B

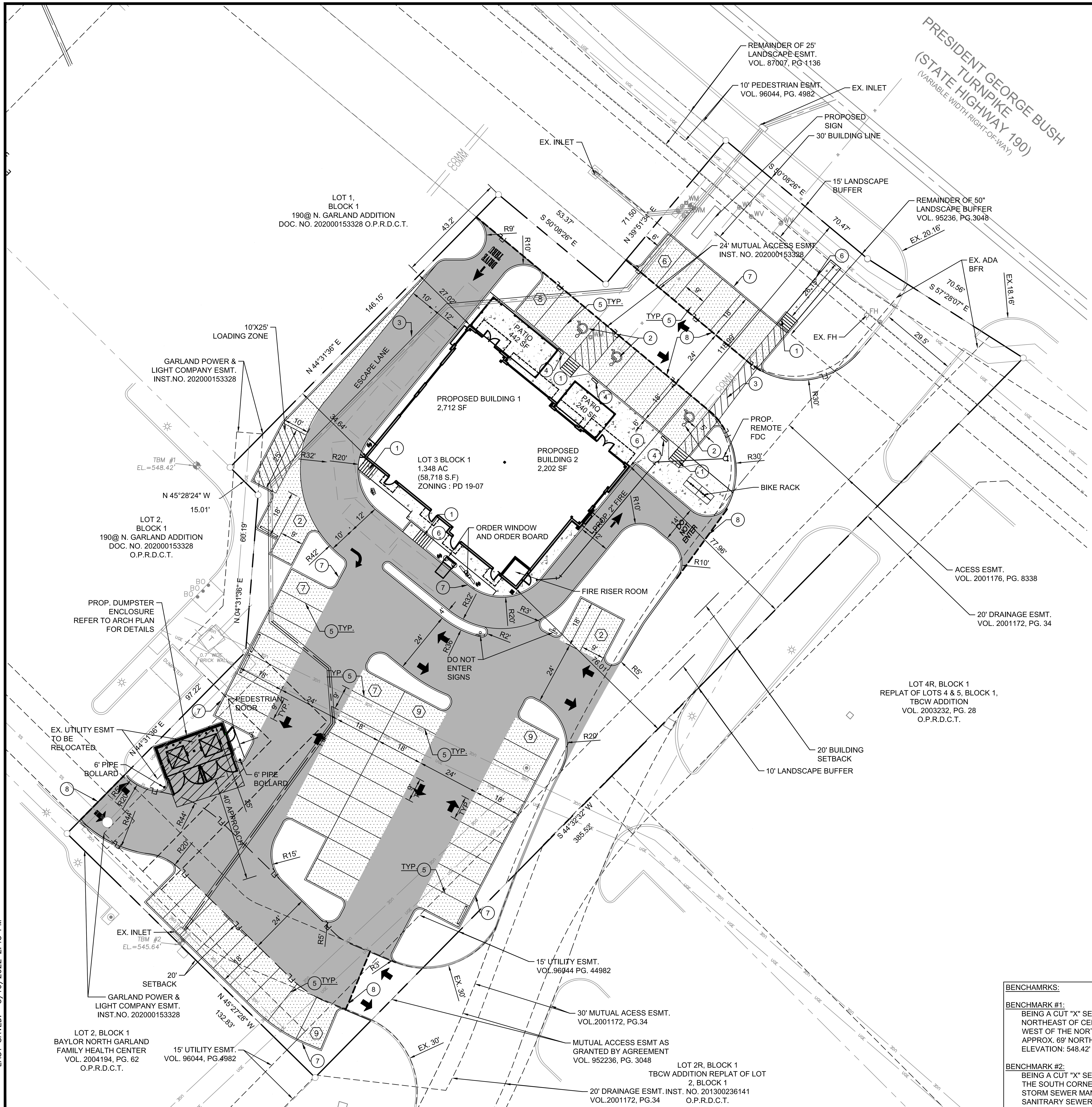
E. Elevations: Building Elevations shall be in general conformance with the elevations labeled Exhibit E.

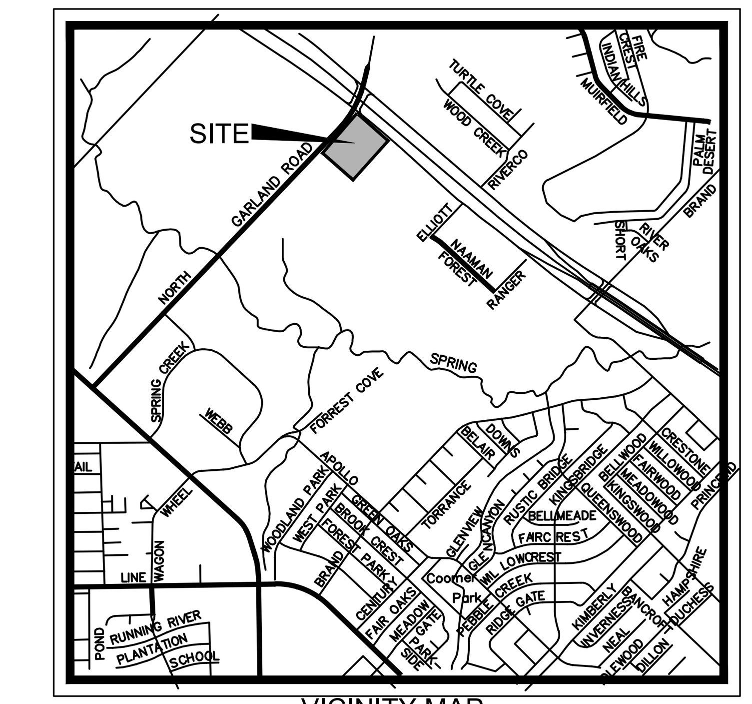
F. Signage: All signage shall comply with the standards in the Garland Development Code.

EXHIBIT B

EXHIBIT C

PLOTTED BY: JOEL VALDEZ
PLOT DATE: 3/10/2022 2:48 PM
LOCATION: Z:\PROJECTS\2022-004 NOLES GARLAND\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 3/10/2022 2:45 PM





VICINITY MAP
NTS

IMPERVIOUS CALCULATIONS	
TOTAL SITE AREA	1.348 AC (58,718 SF)
EXISTING IMPERVIOUS AREA	14,228 SF
EXISTING IMPERVIOUS PERCENTAGE	24.2%
PROPOSED IMPERVIOUS AREA ADDED	41,751 SF
TOTAL IMPERVIOUS AREA	55,979 SF
TOTAL IMPERVIOUS PERCENTAGE	95.3%

PARKING INFORMATION	
REQUIRED PARKING	
PATIO AREA (682 SF) (1/ 100) SF	7 SPACES
BUILDING AREA 4,914 SF (1/ 100 SF)	50 SPACES
TOTAL BUILDING AND PATIO AREA 5,596 SF (1 /100 SF)	56 SPACES (3 ADA)
PROPOSED PARKING	
PARKING SPACES	56 SPACES
ADA PARKING	3 ADA
TOTAL PROPOSED PARKING	59 SPACES

DEVELOPMENT DETAILS	
BUILDING AREA	4,914 SF
PATIO AREA	682 SF
TOTAL BUILDING AND PATIO AREA	5,596 SF
BUILDING LOT COVERAGE	9.5%
BUILDING HEIGHT	27'-8"
NUMBER OF STORIES	1 STORY
PROPOSED USE	RESTAURANTS

ZONING INFORMATION	
ZONING	PD 19-07
SETBACK	
FRONT	30' BUILDING LINE
SIDES	20' BUILDING LINE
REAR	20' SETBACK

LANDSCAPE BUFFER	
FRONT	15' LANDSCAPE BUFFER
SIDES	10' LANDSCAPE BUFFER

LEGEND	
	PROPOSED CONCRETE CURB AND GUTTER
10	PARKING COUNT
	PROPOSED FULL DEPTH SAWCUT
FL — FL	FIRE LANE
	PROPERTY LINE
	PROPOSED HEAVY DUTY CONCRETE PAVING
	PROPOSED DUMPSTER DUTY CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED LIGHT DUTY CONCRETE PAVEMENT

CONSTRUCTION SCHEDULE	
1	PROPOSED ADA RAMPS
2	PROPOSED HANDICAP SYMBOL
3	PROPOSED PAVEMENT STRIPING
4	PROPOSED HANDICAP SIGN
5	PROPOSED 4" PARKING STALL STRIPING COLOR: WHITE (TYP)
6	PROPOSED SIDEWALK
7	PROPOSED CURB AND GUTTER
8	FULL DEAPTH SAWCUTT

NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
3. NO LANDSCAPING SUCH AS TREES, HEDGES, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY.
4. OWNER AND CONTRACTOR SHALL ENSURE ALL UNDERGROUND FUEL STORAGE TANKS ARE REMOVED FROM THE SITE IN COMPLIANCE WITH TCEQ.

BENCHAMRKS:

BENCHMARK #1:
BEING A CUT "X" SET ON CONCRETE CURB, APPROX. 149' NORTHEAST OF CENTER OF A SANITARY SEWER MANHOLE AND APPROX. 13 FEET WEST OF THE NORTHERNMOST NORTHWEST CORNER OF THE SUBJECT TRACT AND APPROX. 69' NORTHEAST OF THE NORTH CORNER OF A DUMPSTER BRICK WALL.
ELEVATION: 548.42'

BENCHMARK #2:
BEING A CUT "X" SET ON THE SOUTH CORNER OF A CONCRETE GRATE INLET, NEAR THE SOUTH CORNER OF THE SUBJECT PROPERTY, APPROX. 28' SOUTHEAST OF A STORM SEWER MANHOLE AND APPROX. 54 FEET SOUTHEAST OF THE CENTER OF A SANITRARY SEWER MANHOLE.
ELEVATION: 545.64'

LEGAL DESCRIPTION:
1.348 AC OF LOT 3 BLOCK 1 OF 190 @ N. GARLAND ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NO. 202000153328, MAP RECORDS DALLAS COUNTY TEXAS.
CITY CASE #: 211202-2

SITE PLAN
CASE # 211202-2

OWNER:
RYAN NOLES
660 OFFICE PARKWAY
CREVE COEUR, MO 63141

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DR., SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572

SURVEYOR:
WINDROSE
1955 LAKEWAY DR. SUIT 220
LEWISVILLE, TX 75057
PH: 214.217.2544

COUNTY:	CITY:	STATE:
DALLAS	CITY OF GARLAND	TEXAS

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1905 CENTRAL DR. SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer CLAY CRISTY
P.E. No. 109800 Date 3/10/2022

NOLES GARLAND
5345 N GEORGE BUSH HWY
GARLAND, TX

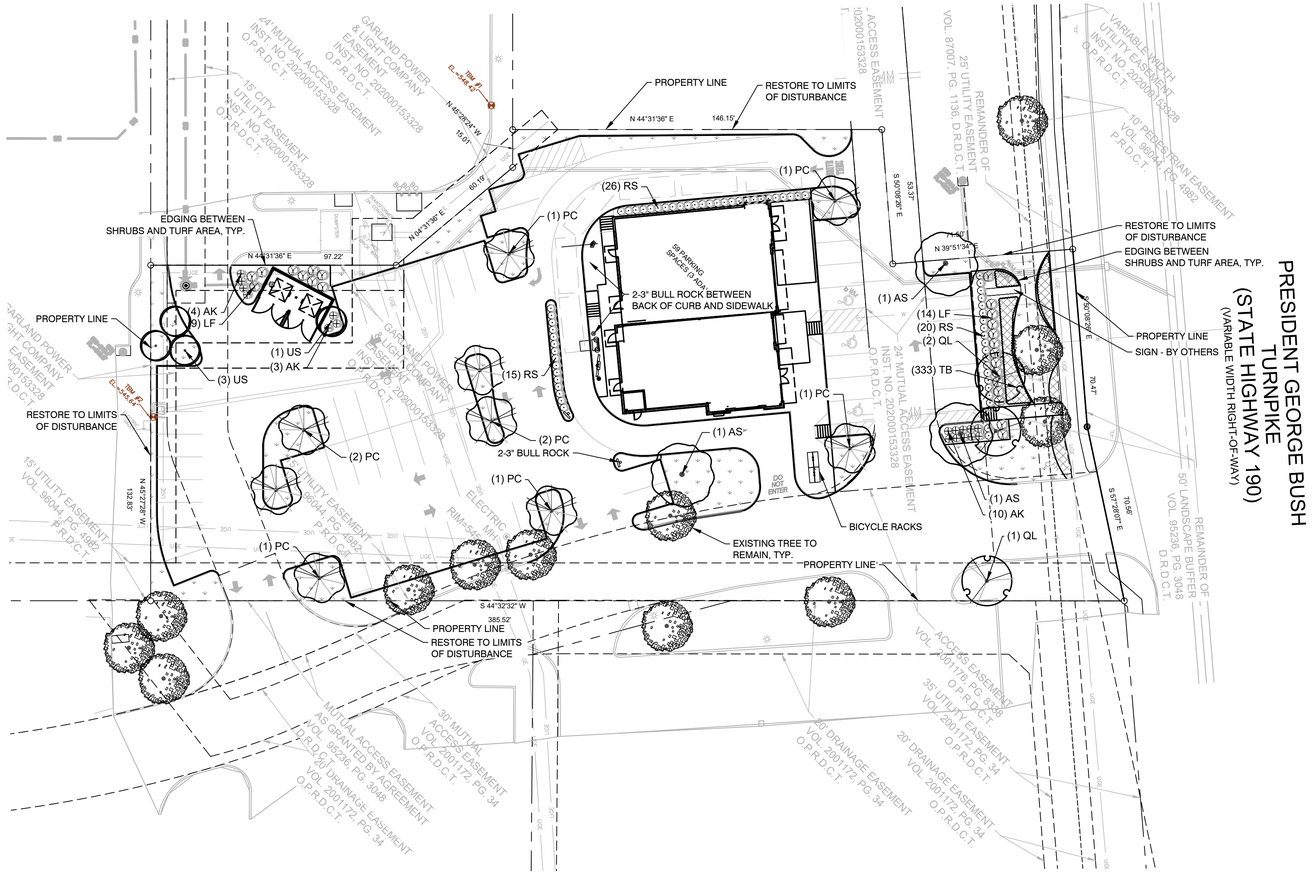
No.	DATE	REVISION	BY

CITY SITE PLAN

DESIGN:	AMA
DRAWN:	AMA
CHECKED:	CLC
DATE:	3/10/2022

SHEET
SP-1

File No:



PRESIDENT GEORGE BUSH TURNPIKE (STATE HIGHWAY 190)

(VARIABLE WIDTH RIGHT-OF-WAY)

PLANT SCHEDULE PLAN

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
	AS	3	Acer saccharum `Caddo` Caddo Maple	3" Cal.	Cont. or B&B	12`-14` HT
	PC	9	Pistacia chinensis Chinese Pistache	3" Cal.	Cont. or B&B	12`-14` HT
	QL	3	Quercus laceyi Lacey Oak	1.5" Cal.	Cont. or B&B	5` Min.
	US	4	Ungnadia speciosa Mexican Buckeye	1.5" Cal.	Cont. or B&B	6` min.

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
	AK	17	Abelia x grandiflora `Kaleidoscope` Glossy Abelia	3 gal	36" OC	
	LF	23	Leucophyllum frutescens `Green Cloud` TM Green Cloud Texas Ranger	5 GAL	48"	
	RS	61	Rhaphiolepis indica `Snow White` Snow White Indian Hawthorn	3 gal	36" OC	

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	CT2	6,298 sf	Cynodon dactylon `Tif 419` Bermuda Grass	sod		
	TB	333	Trachelospermum asiaticum `Bronze Beauty` Bronze Beauty Asian Jasmine	1 gal		

0' 15' 30' 60'

Scale 1" = 30'

LANDSCAPE CALCULATIONS

TOTAL SITE AREA: 58,718 SF (1.34 ACRES)
LANDSCAPE AREA REQUIRED: 5,871 SF (10% OF SITE AREA)
LANDSCAPE AREA PROVIDED: 12,162 SF (20.1% OF SITE AREA)

STREET TREES
STATE HWY 190 FRONTAGE: 141 LF
STREET TREES REQUIRED: 5 TREES (1 PER 30 LF OF FRONTAGE)
STREET TREES PROVIDED: 2 EXISTING TREES, 3 NEW TREES

SHRUBS REQUIRED: 33 SHRUBS (7 PER 30 LF OF FRONTAGE)
SHRUBS PROVIDED: 34 SHRUBS

PARKING LOT
PARKING LOT AREA: 28,872 SF
LANDSCAPE AREA REQUIRED: 1,443 SF (5% OF PARKING AREA)
LANDSCAPE AREA PROVIDED: 5,256 SF (18.2%)
PARKING SPACES: 59
TREES REQUIRED: 6 TREES (1 TREE PER 10 SPACES)
TREES PROVIDED: 11 TREES
TREES AT TERMINUS: PROVIDED WHERE NO CONFLICTS WITH EASEMENT EXIST
TREE WITHIN 65' OF EACH SPACE: PROVIDED

PERIMETER SCREENING N/A

NOTE:

NO LANDSCAPING SUCH AS TREES, HEDGES, ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT OF WAY WITHOUT APPROVED CITY'S REAL PROPERTY IMPROVEMENT AUTHORIZATION FORM OR CITY'S LICENSE AGREEMENT.

PUBLIC RIGHT OF WAY, EASEMENTS AND COMMON AREAS MUST BE STABILIZED WITH PERENNIAL VEGETATION COVER, FULLY ESTABLISHED WITH 100% COVERAGE, OR OTHER APPROVED STABILIZATION METHOD.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

Case# 211202-2

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1905 CENTRAL DR, SUITE #406
BEDFORD, TX 76021

REGISTERED LANDSCAPE ARCHITECT
ERIC M. SHEPLEY
3537
STATE OF TEXAS
03/15/2022

NOLES GARLAND
5345 N GEORGE BUSH HWY
GARLAND, TX

No.	DATE	REVISION	BY

LANDSCAPE PLANTING

DESIGN:	EMS
DRAWN:	EMS
CHECKED:	RM
DATE:	2/1/2022

SHEET
LP-1

File No: 2021-029

EXHIBIT D

PLOTTED BY: ERIC SHEPLEY
PLOT DATE: 3/15/2022 10:01 AM
LOCATION: C:\USERS\ESHEP\DROPBOX (EDG)\EDG - SHARED\2022\NOLES - GARLAND TX\NOLES GARLAND 2022-02-02.DWG
LAST SAVED: 2/1/2022 4:58 PM

Texas811 Know what's below. Call before you dig.

EXHIBIT D

PLOTTED BY: ERIC SHEPLEY
PLOT DATE: 3/15/2022 10:01 AM
LOCATION: C:\USERS\ESHEP\DROPBOX (EDG)\EDG – SHARED\2022\NOLES – GARLAND TX\NOLES GARLAND 2022-03-15.DWG
LAST SAVED: 3/15/2022 10:01 AM

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
H. TREE STAKING AND GUYING
1. STAKES: 6' LONG GREEN METAL T-POSTS.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.

I. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
J. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
2. SOIL TESTING:
   a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
   b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
   c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
   d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
   a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
   i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
   ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
   iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
   b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
   i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
   ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
   iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
   iv. IRON SULPHATE - 2 LBS. PER CU. YD.
5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. SUBMITTALS
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

C. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. TRENCHING NEAR EXISTING TREES:
   a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
   b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
   c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
   d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

D. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES TO STABILIZE THE TREE	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED
e.	MULTI-TRUNK TREES TO STABILIZE THE TREE	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED

7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).

E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.

F. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

G. MULCH
1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

H. CLEAN UP
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

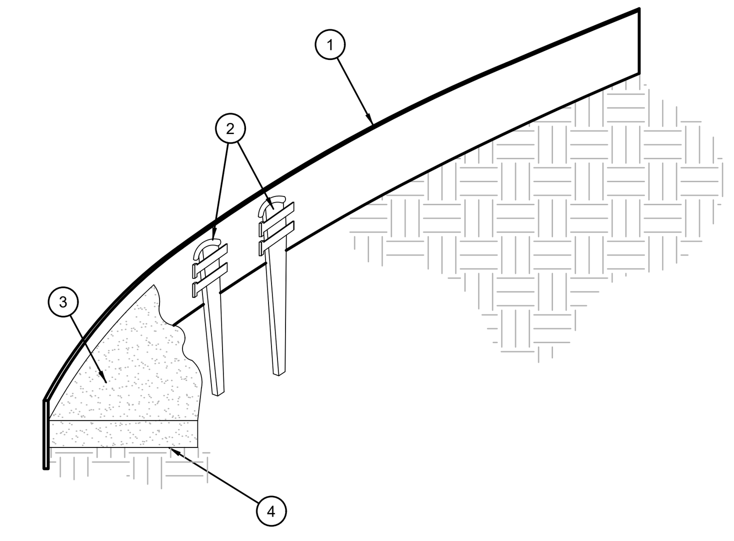
I. INSPECTION AND ACCEPTANCE
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

J. LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
   a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
   b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
   c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

K. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

L. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

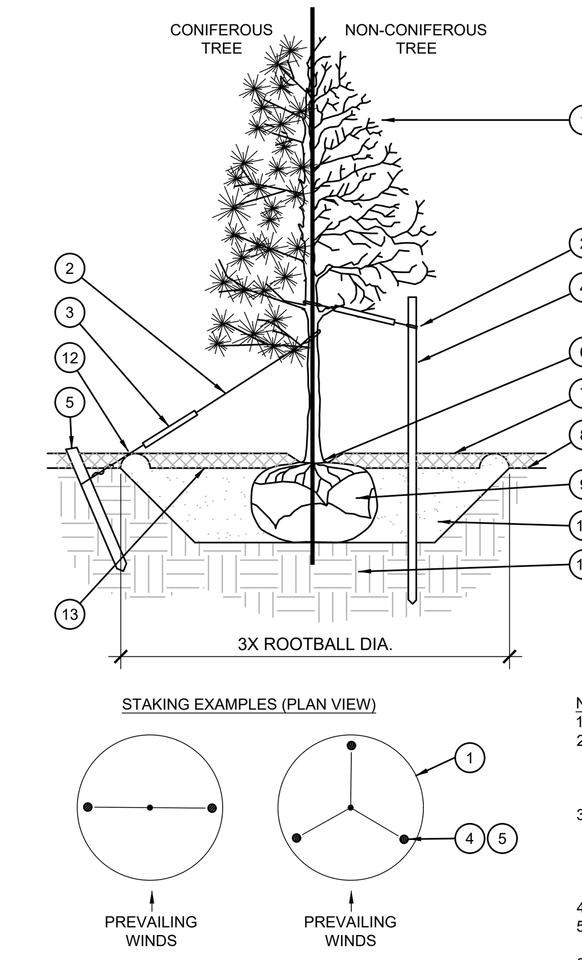
Texas 811 Know what's below. Call before you dig.



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

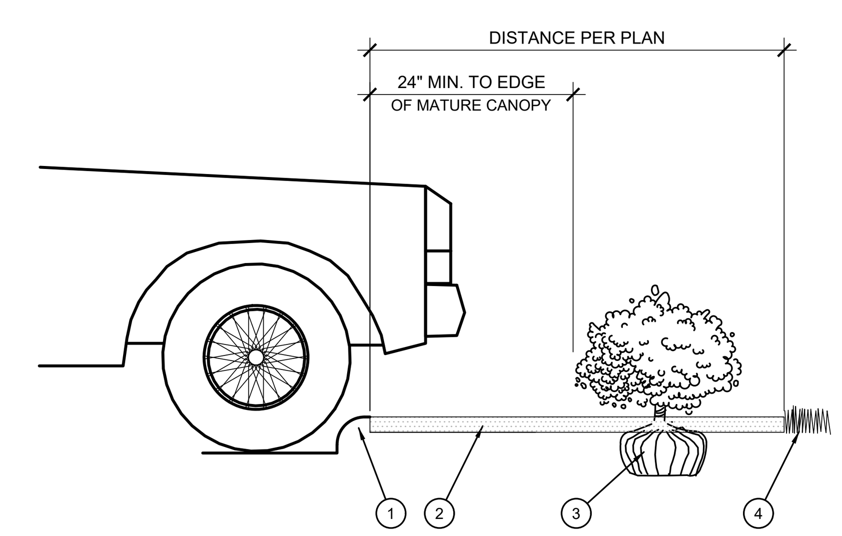
D STEEL EDGING
SCALE: NOT TO SCALE



1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

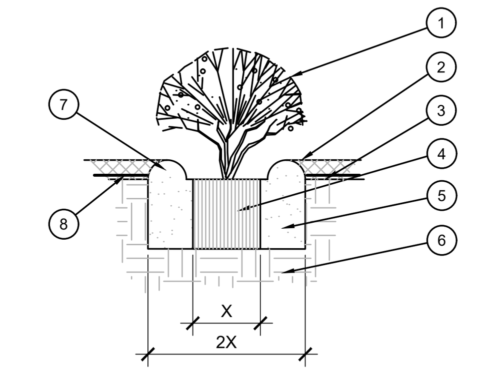
NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

A TREE PLANTING
SCALE: NOT TO SCALE



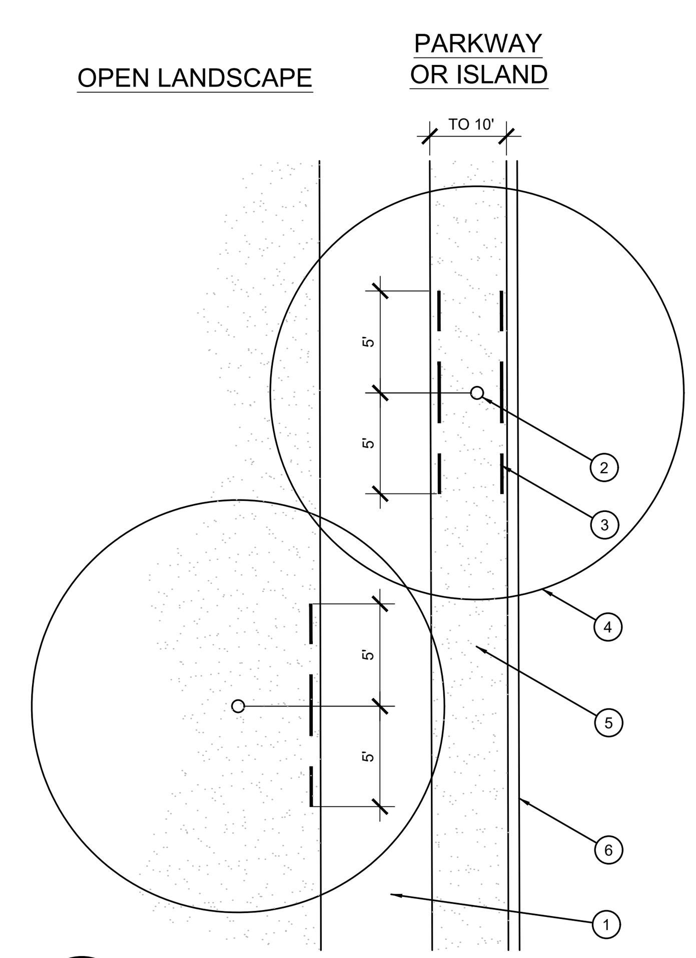
1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

E PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

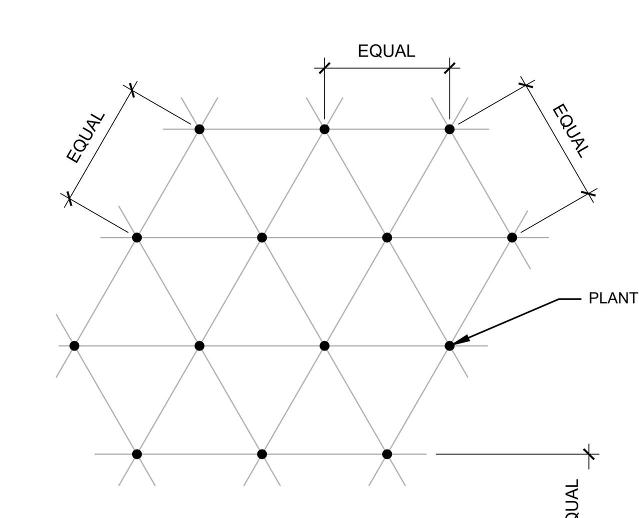
B SHRUB AND PERENNIAL PLANTING
SCALE: NTS



1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

F ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.39	24"	3.46
10"	0.60	30"	5.41
12"	0.87	36"	7.79
15"	1.35		

2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 SF/1.95 = 51 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

C PLANT SPACING
SCALE: NTS

Case# 211202-2

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1905 CENTRAL DR. SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

REGISTERED LANDSCAPE ARCHITECT
ERIC M. SHEPLEY
3537
STATE OF TEXAS
03/15/2022

NOLES GARLAND
5345 N GEORGE BUSH HWY
GARLAND, TX

No.	REVISION	BY

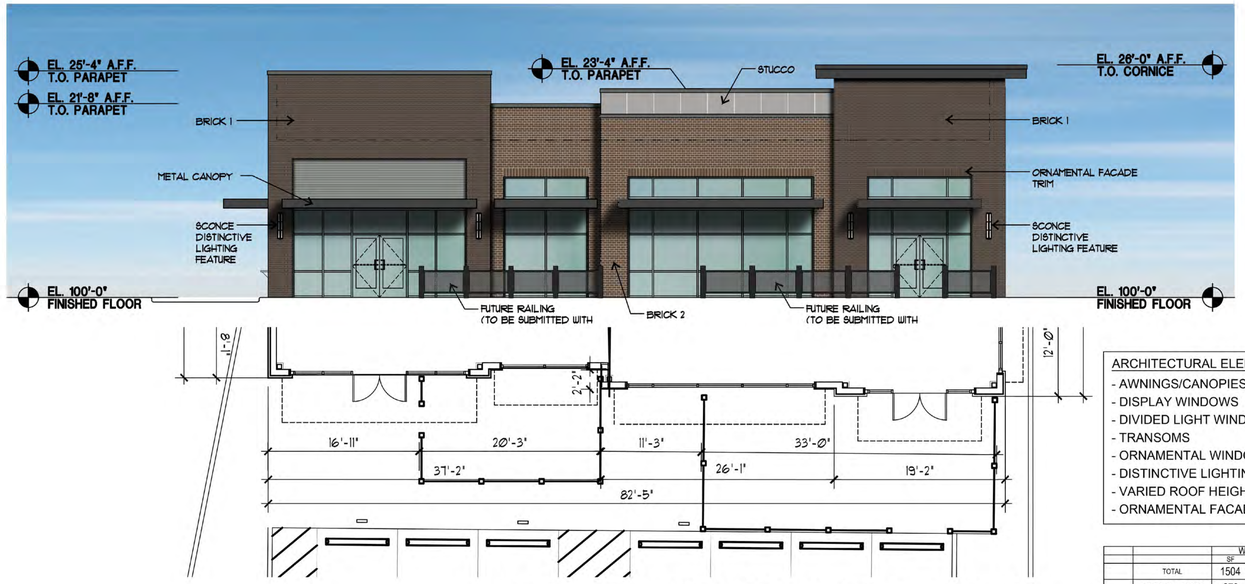
LANDSCAPE DETAILS AND SPECIFICATIONS

DESIGN:	EMS
DRAWN:	EMS
CHECKED:	RM
DATE:	3/15/2022

SHEET
LP-2

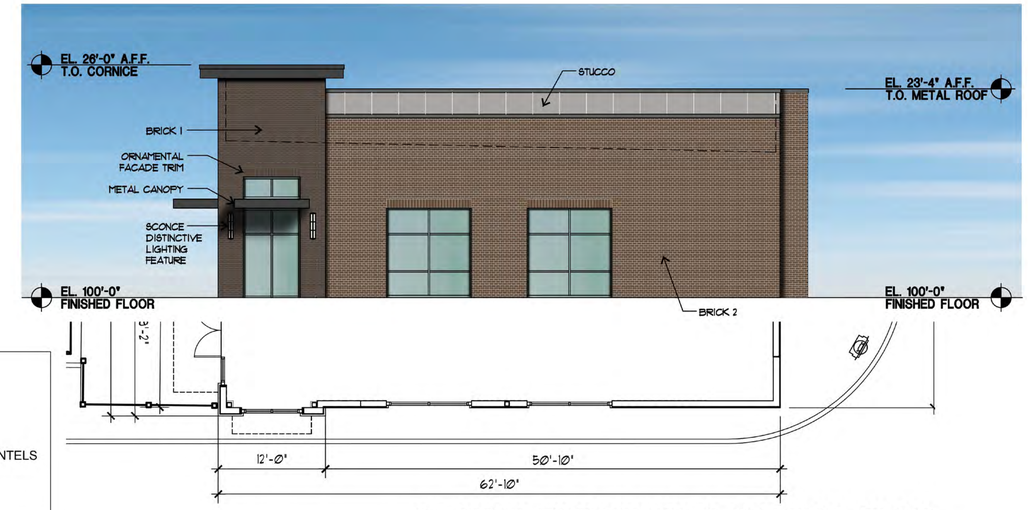
File No: 2021-029

EXHIBIT E



04 NORTH ELEVATION & PARTIAL PLAN

1/8"=1'-0"

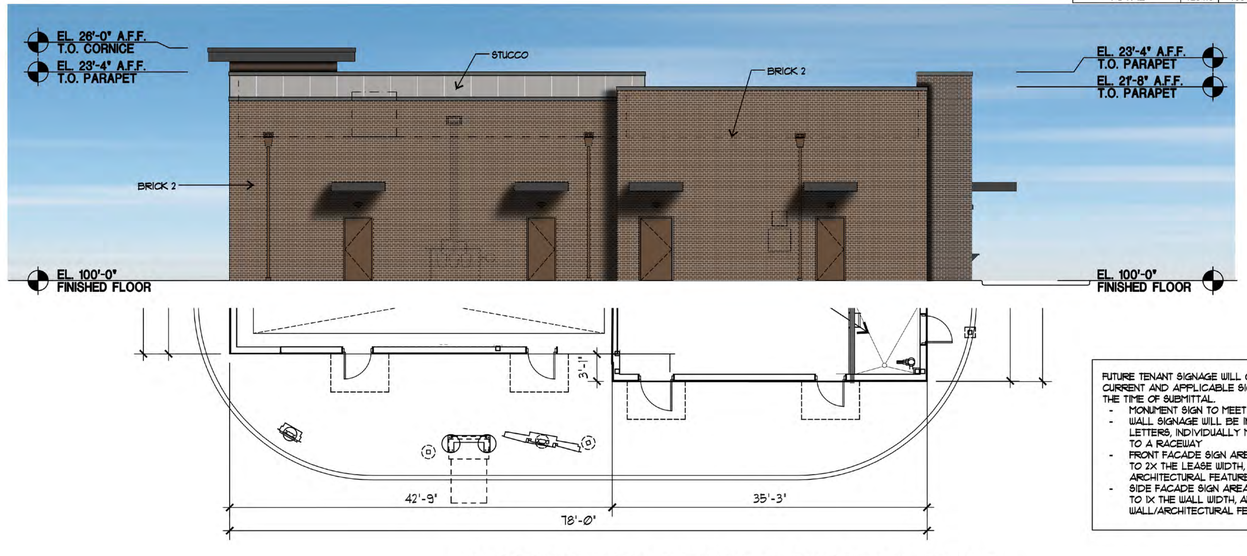


03 WEST ELEVATION & PARTIAL PLAN

1/8"=1'-0"

ARCHITECTURAL ELEMENTS
- AWNINGS/CANOPIES
- DISPLAY WINDOWS
- DIVIDED LIGHT WINDOWS
- TRANSOMS
- ORNAMENTAL WINDOW HEADERS/LINTELS
- DISTINCTIVE LIGHTING FEATURE
- VARIED ROOF HEIGHTS
- ORNAMENTAL FACADE TRIMS

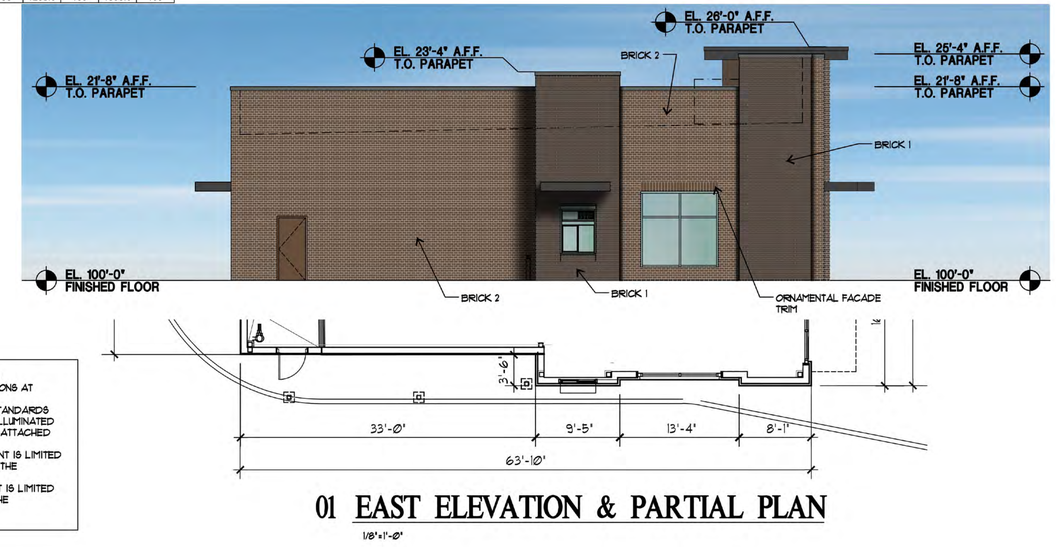
		WEST		SOUTH		NORTH		EAST	
		SF	%	SF	%	SF	%	SF	%
	TOTAL	1504		1767		2009		1450	
	WINDOWS & DOORS	270		100		721		120	
	TOTAL LESS WINDOWS & DOORS	1234.0		1667		1288		1330	
PRIMARY MASONRY	BRICK	1037	84.04	1482	88.90	995	77.25	1295	97.37
	STONE	0	0.00	0	0.00				
	STUCCO	123	9.97	109	6.54	63	4.89	0	0.00
	PRIMARY MASONRY TOTAL (MIN. 80%)	1160.0	94.0	1591.0	95.4	1058.0	82.1	1295.0	97.4
SECONDARY	METAL	8	0.65	24	1.44	157	12.19	8	0.60
	EIFS	66	5.35	52	3.12	73	5.67	27	2.03
	SECONDARY TOTAL (MAX. 20%)	74.0	6.0	76.0	4.6	230.0	17.9	35.0	2.6
TOTAL		1234.0	100	1667.0	100	1288.0	100	1330.0	100



02 SOUTH ELEVATION & PARTIAL PLAN

1/8"=1'-0"

FUTURE TENANT SIGNAGE WILL COMPLY WITH CURRENT AND APPLICABLE SIGN REGULATIONS AT THE TIME OF SUBMITTAL.
- MONUMENT SIGN TO MEET CITY SIGN STANDARDS
- WALL SIGNAGE WILL BE INTERNALLY ILLUMINATED LETTERS, INDIVIDUALLY MOUNTED OR ATTACHED TO A RACEWAY
- FRONT FACADE SIGN AREA PER TENANT IS LIMITED TO 2X THE LEASE WIDTH, AND 75% OF THE ARCHITECTURAL FEATURE
- SIDE FACADE SIGN AREA PER TENANT IS LIMITED TO 1X THE WALL WIDTH, AND 75% OF THE WALL/ARCHITECTURAL FEATURE



01 EAST ELEVATION & PARTIAL PLAN

1/8"=1'-0"

GSO ARCHITECTS
DALLAS, TX 972.385.9651
www.GSOarchitects.com

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CASE # 211202-2

NOLES GARLAND - 5345 N GEORGE BUSH HWY

GARLAND, TEXAS

NOLES PROPERTIES

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

EL03

JOB NO: 21-034
ISSUE DATE: 01/25/22
SCALE: AS NOTED

REPORT & MINUTES

P.C. Meeting, April 11, 2022

3a. APPROVED Consideration of the application of Claymoore Engineering, requesting approval of a Detail Plan for a Multi-tenant Retail/Restaurant building, including a Restaurant with a Drive-Through Use. This item may include amendments to Planned Development (PD) District 19-07 for Community Retail Uses. This property is located at 5345 North President George Bush Turnpike. (District 1) (File Z 22-01 – Detail Plan)

Representing the applicant Clay Christy, 1903 Central Drive, Bedford, Texas, elaborated on project timelines and proposed tenants.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the request as presented. Seconded by Commissioner Rose. **Motion carried: 6** Ayes, **0** Nay.

Comment Form
Case Z 22-01

Z 22-01 ClayMoore Engineering. The applicant proposes a multi-tenant retail/restaurant building, which will include a drive-through restaurant. The site is located at 5345 North President George Bush Turnpike. (District 1)

Z 22-01 ClayMoore Engineering. El solicitante propone un edificio de venta al por menor/restaurante para múltiples inquilinos, que incluirá un restaurante de autoservicio. El sitio está ubicado en 5345 North President George Bush Turnpike. (Distrito 1)

Z 22-01 ClayMoore Engineering. Người nộp đơn đề xuất một tòa nhà bán lẻ / nhà hàng cho nhiều người thuê, sẽ bao gồm một nhà hàng lái xe qua. Địa điểm được đặt tại 5345 North President George Bush Turnpike. (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐ For / A Favor / Đúng

☒ Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002./ Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Alan Ripley as agent for Firewheel Shopping Center Dallas, Tx. LLC

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

5255 President George Bush Freeway

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75040

Zip Code / Código postal / Mã B u Chính

FIREWHEEL SHOPPING CENTER DALLAS, TX. LLC

By: April 19, 2022

Signature / Firma / Ch ữ ký — Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 22-01

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

Our group owns and manages the neighboring property, Firewheel Shopping Center, that has rights to the access easement for the road cut that empties out on to the Highway 190 service road which is shared with the subject property. The development as planned for the above referenced case will cause a significant increase in traffic and congestion in this area and be a detriment to our property both as to the ongoing business of the occupants of our building as well as our leasing efforts.

We respectfully request that the City of Garland City Council deny its approval of the development as planned.

Thank you,

Z 22-01

The applicant proposes a multi-tenant retail/restaurant building, which will include a drive-through restaurant.

[Detail Plan for a Restaurant with a Drive-Through, Restaurant and Retail Use on a property zoned Planned Development (PD) District 19-07 for Community Retail Uses.]

City Council Meeting
May 3, 2022

GARLAND
TEXAS MADE HERE

CASE INFORMATION

Location: 5345 North President George Bush Turnpike

Applicant: ClayMoore Engineering

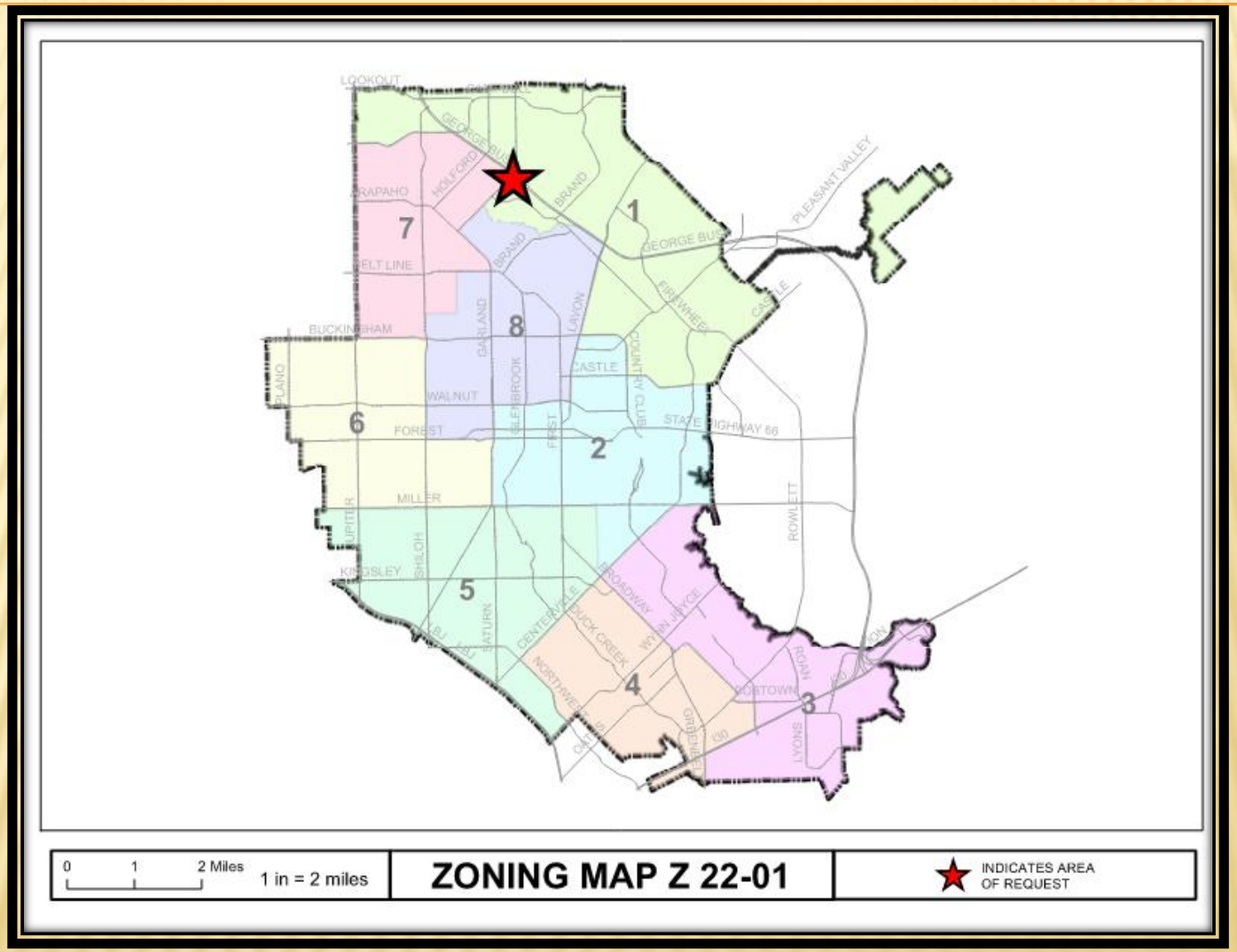
Owner: I-90 @ Garland 2016 LP

Acreage: 1.35 acres

Zoning: Planned Development (PD) District 19-07

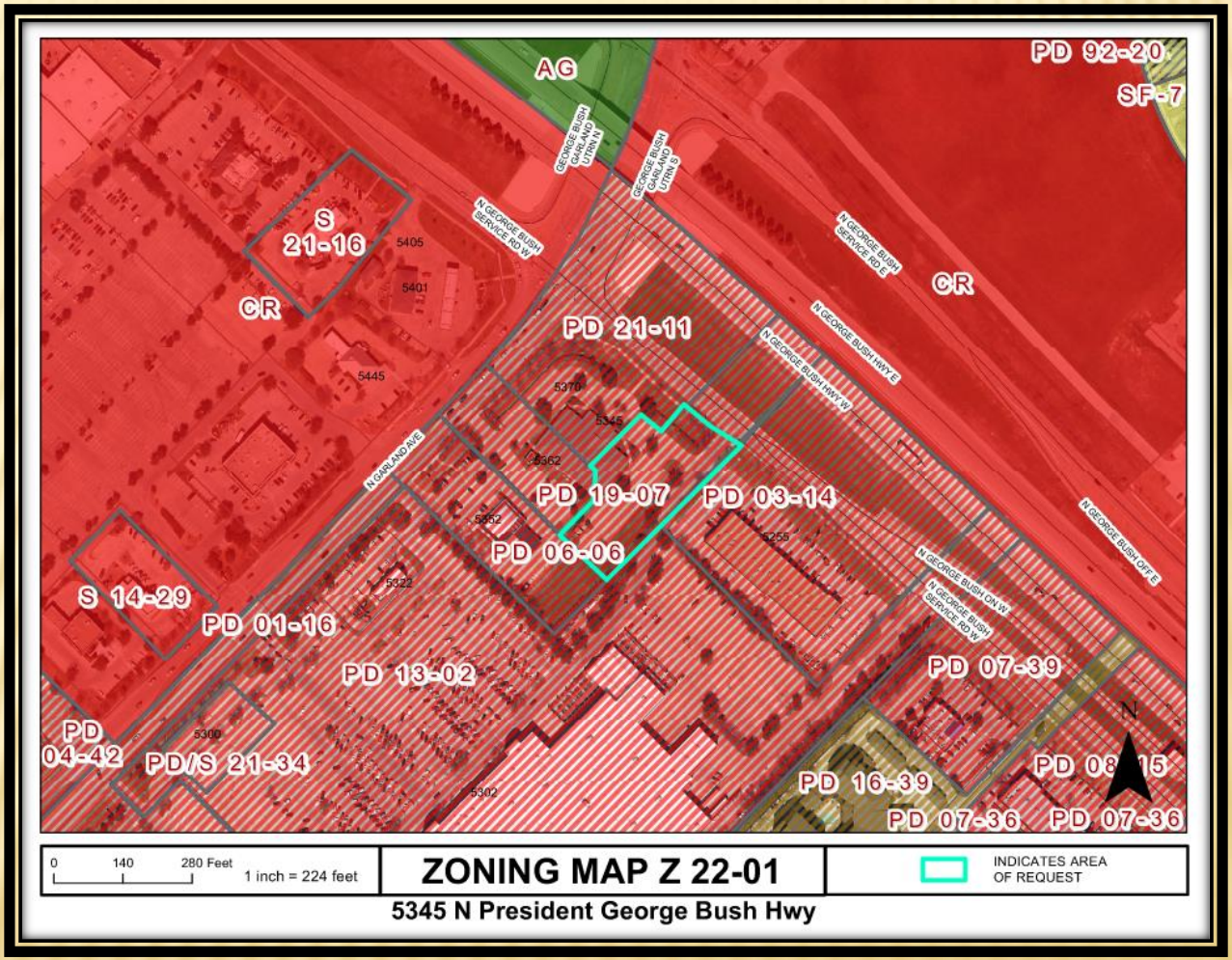
Z 22-01

CITYWIDE LOCATION MAP



Z 22-01

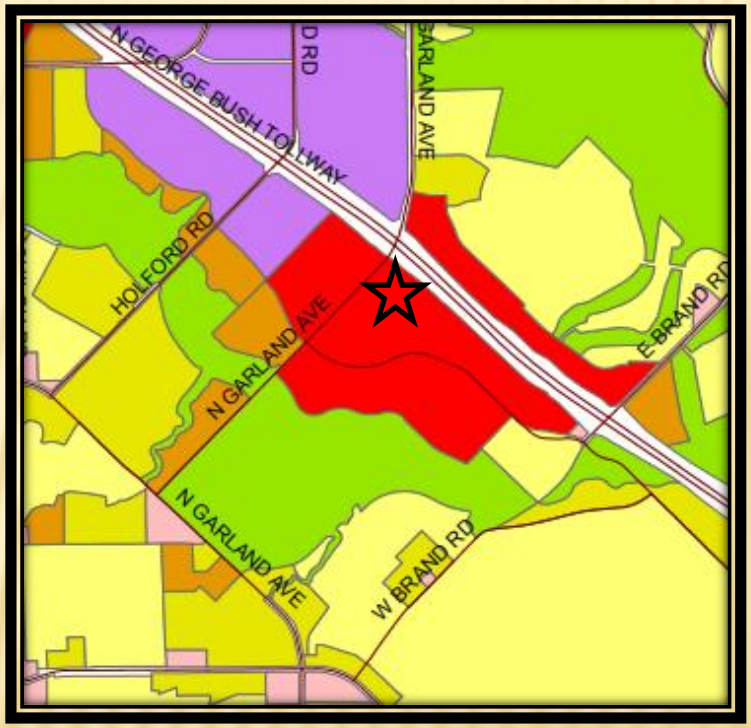
LOCATION MAP



Z 22-01

COMPREHENSIVE PLAN

Community Centers



Z 22-01

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Community Center. Community Centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.

Community Centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers.

The proposed land use is compatible with the Comprehensive Plan

PHOTOS

View of the subject property

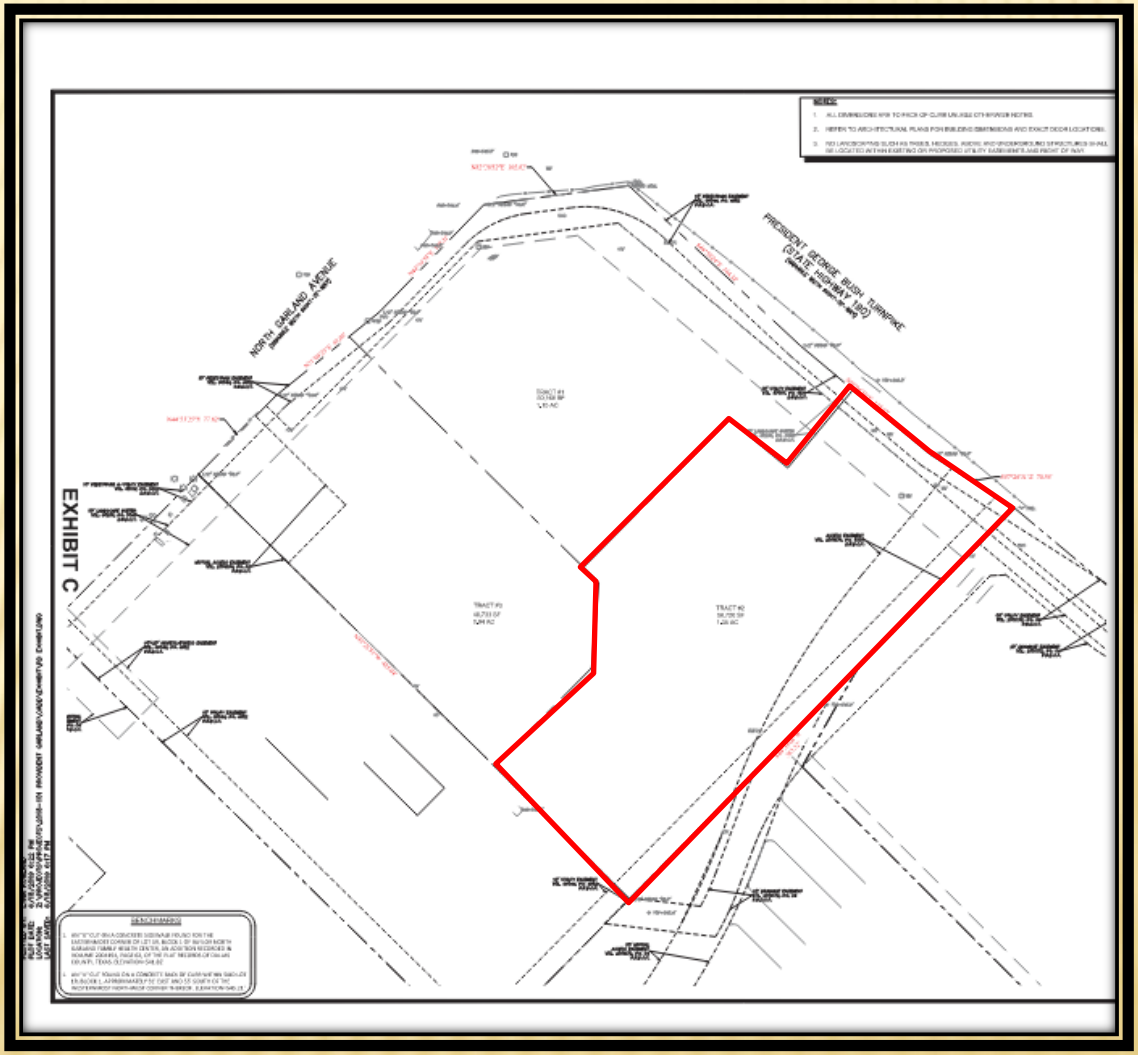
Looking southwest of the subject property (Murphy Express)

Looking south of the subject property (Walmart)

Looking northwest of the subject property (Raising Cane's)

Z 22-01

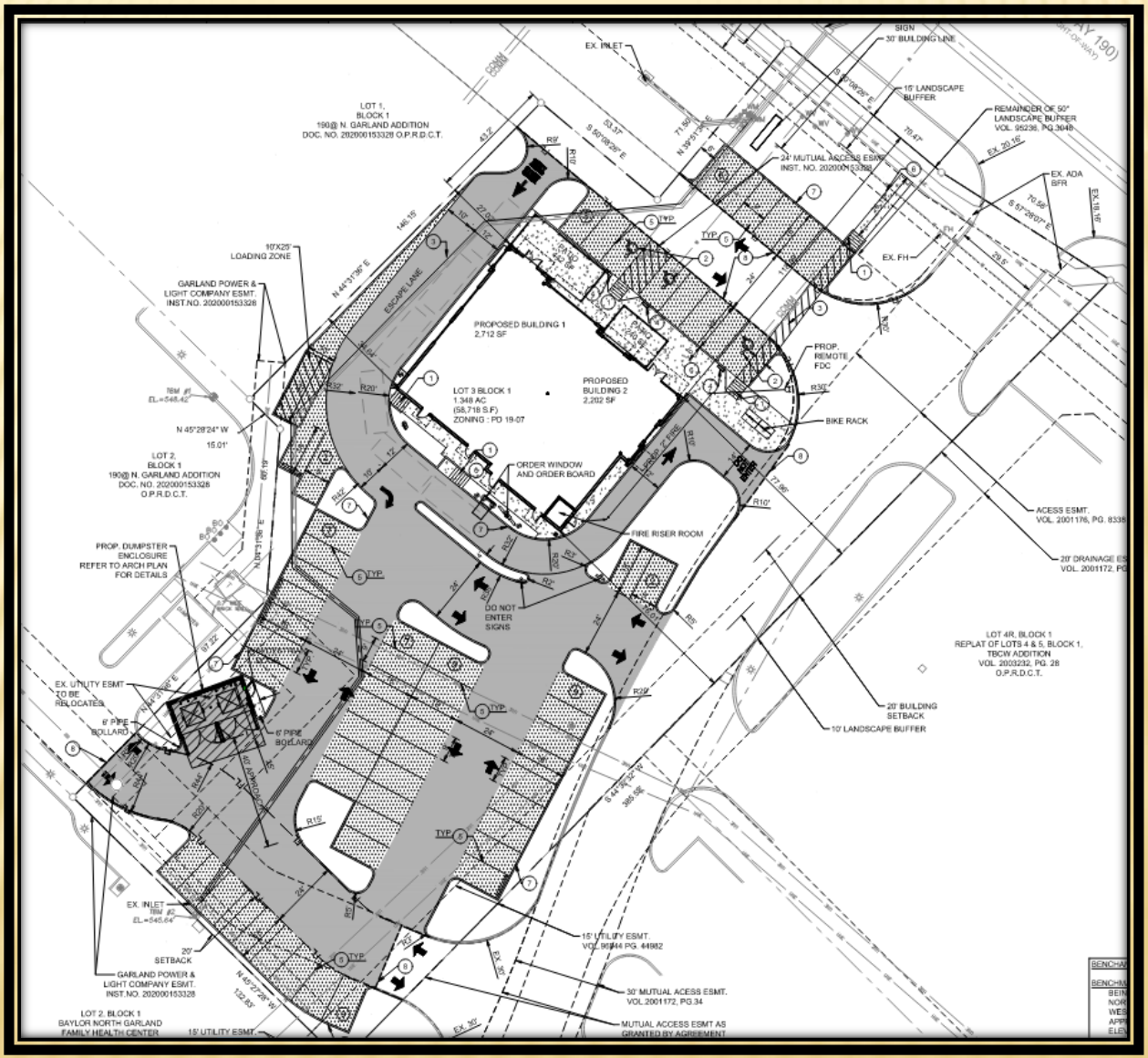
APPROVED CONCEPT PLAN (PD 19-07)



Z 22-01

GARLAND
TEXAS MADE HERE

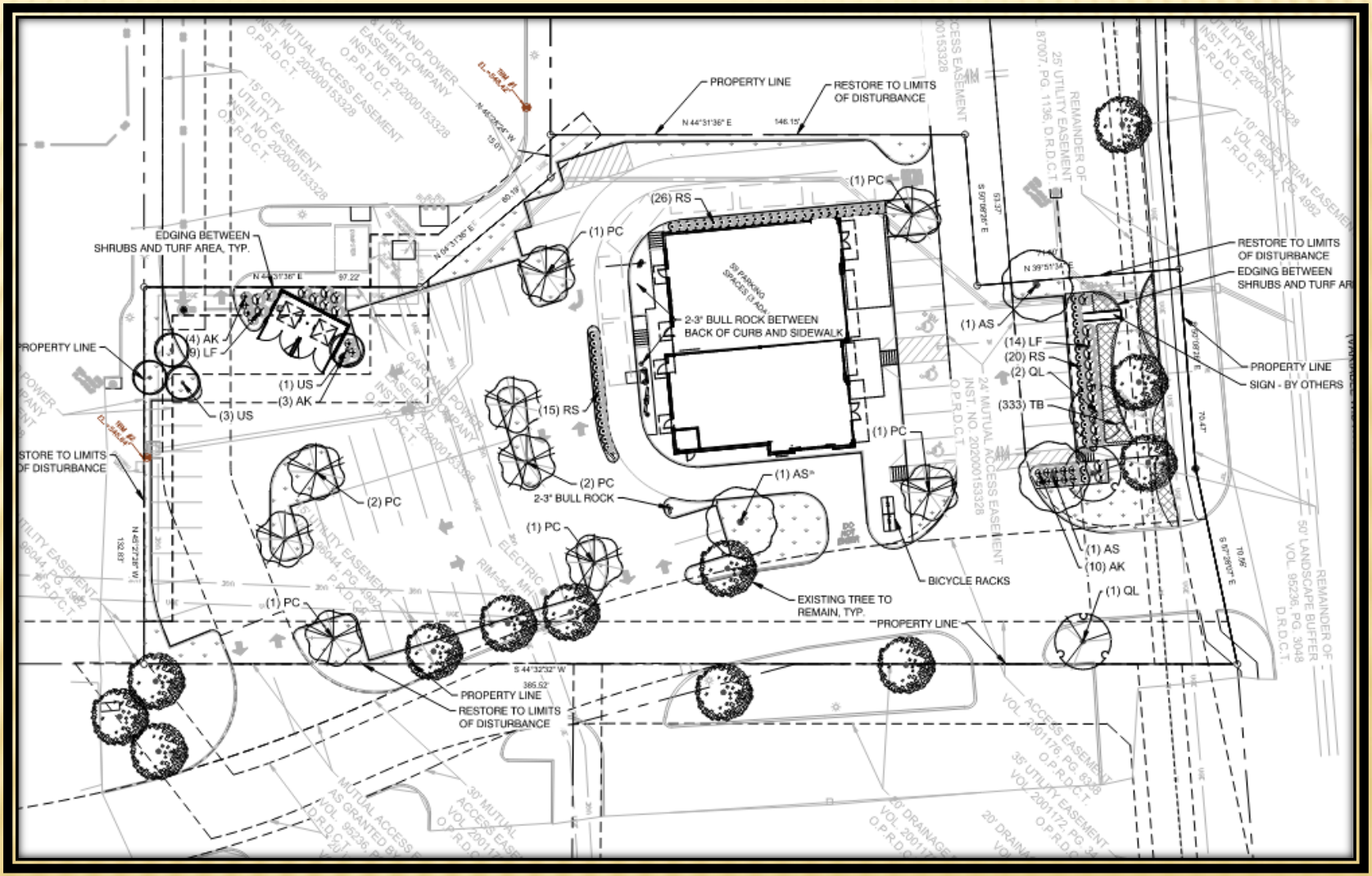
SITE PLAN



Z 22-01

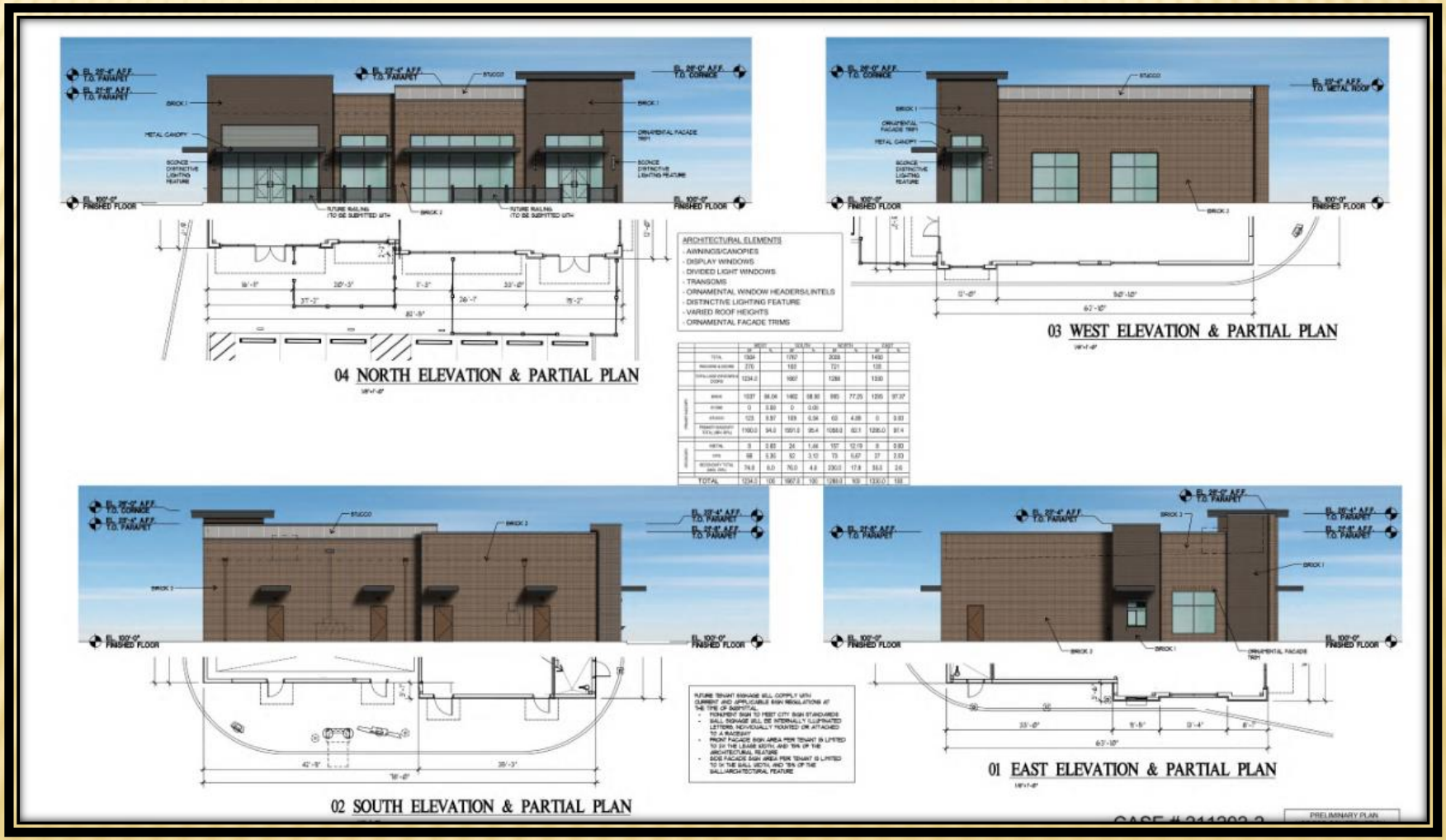
GARLAND
TEXAS MADE HERE

LANDSCAPE PLAN



Z 22-01

BUILDING ELEVATIONS



Z 22-01

CONSIDERATIONS

The proposed Restaurant with a Drive-Through, Restaurant and Retail Uses are allowed per Planned Development (PD) District 19-07. However, a Detail Plan is required.

No deviations have been requested by the applicant. The request meets all technical requirements.

STAFF RECOMMENDATION

Approval of a Detail Plan for a Multi-tenant building, including a Restaurant, Drive-Through Use.

Z 22-01

PLAN COMMISSION RECOMMENDATION

On April 11, 2022 the Plan Commission, by a vote of six (6) to zero (0), recommended approval of a Detail Plan for a Multi-tenant Retail/Restaurant building, including a Restaurant, Drive-Through Use.

GARLAND
PLANNING REPORT

City Council Regular Session Agenda **11. b.**

Meeting Date: 05/03/2022

Item Title: Consider amendments to the Garland Development Code.

Submitted By: Will Guerin, Planning Director

REQUEST

Consider amending in part Chapter 2, “Land Use Matrix;” Section 2.64, “Districts Allowed,” of Chapter 2, Article 5, “Use Regulations;” and Section 4.24(A), “Multifamily Developments”, “Covered Parking, Attached or Detached” of the Garland Development Code.

PLAN COMMISSION RECOMMENDATION

During their April 11, 2022 meeting, the Plan Commission, with a six (6) to zero (0) vote, recommended approval to amend in part Chapter 2, “Land Use Matrix;” Section 2.64, “Districts Allowed,” of Chapter 2, Article 5, “Use Regulations;” and Section 4.24(A), “Multifamily Developments”, “Covered Parking, Attached or Detached” of the Garland Development Code.

In addition, while it was not part of a formal motion or recommendation, the Commission requested to share their pre-meeting discussion which included the following discussion points:

-Consider requiring removal of abandoned towers, should abandonment occur in the future.
-Consider separating single-family and multi-family zones when considering cellular tower height allowances and spacing.
-Consider Section 6409 of the Spectrum Act, a federal law passed in 2012 that limits the ability of State and local governments to review, condition, or deny modifications to existing cellular sites.
-Consider reviewing current allowances on attaching to utility structures.
-Consider the ability of the City requiring apartment complexes to allow parking on designated covered parking spaces should there be parking issues.

STAFF RECOMMENDATION

Approval to amend in part Chapter 2, “Land Use Matrix;” Section 2.64, “Districts Allowed,” of Chapter 2, Article 5, “Use Regulations;” and Section 4.24(A), “Multifamily Developments”, “Covered Parking, Attached or Detached” of the Garland Development Code.

BACKGROUND

The Development Services Committee of the City Council has made recommendations to amend the Garland Development Code (GDC) regarding cellular towers, and making a clean-up edit to the multi-family covered parking standards. The Committee invited a recent cellular tower applicant and field expert to discuss Garland's current standards. In reviewing the current standards as well as comparing with other cities in the Dallas/Fort Worth region, the Committee has made recommendations to reduce certain regulations, further described below. The Committee reported these recommendations to the City Council during the April 4, 2022 Work Session.

CONSIDERATIONS

1. The GDC currently does not allow commercial cellular antennas in residential zoning districts, with the exceptions of a full stealth design and for locating on City utility structures such as water towers. The Committee recommends allowing commercial cellular antennas in residential zoning districts by SUP only.

2. The GDC currently only allows commercial cellular antennas by right in commercial and mixed-use zoning districts if they do not exceed the maximum height restriction of the zoning district. If they exceed the maximum height, then an SUP is required. The Committee recommends allowing commercial cellular antennas under eighty-five (85) feet by right in commercial and mixed-use zoning districts, and allowing those over eighty-five (85) feet by SUP only, in commercial and mixed-use zoning districts.

3. The Garland Development Code (GDC) Section 2.64 (B)(1) currently reads, "A site with a previously issued and currently active SUP shall not require a new SUP unless the height or footprint of the antenna support structure has changed."

It appears that the intent is not to require SUP renewals for cellular towers so long as they do not change the height or footprint. The City Attorney has recommended clarifying the language to better convey the intent. The Committee recommends not requiring SUP renewals for existing towers so long as the height or footprint does not change. Language is drafted accordingly in the attachments.

4. The GDC requires at least 50% of parking spaces in multi-family developments to be covered—by carports or garages. There is additional language in the GDC that was inadvertently and unintentionally duplicated, rather than removed, that states that at least one covered parking space is required per unit. The Committee and staff recommend removing this one-covered-parking-space per unit language. It is intended to continue to require at least 50% covered parking for multi-family developments per usual.

5. The draft ordinances and redlines are attached for the City Council's review and recommendation.

Attachments

Draft Ordinance

Exhibit A - Ch 2 Land Use Matrix redline only

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 2, "LAND USE MATRIX"; SECTION 2.64, "DISTRICTS ALLOWED" OF CHAPTER 2, ARTICLE 5, "USE REGULATIONS;" AND SECTION 4.24(A) "MULTIFAMILY DEVELOPMENTS", "COVERED PARKING, ATTACHED OR DETACHED" OF THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Chapter 2, "Land Use Matrix," of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* to remove the "Dwelling, Multi-Family" requirement that each unit must have one covered parking space, and to read as depicted in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 2

That Section 4.24(A), "Multifamily Developments", "Covered Parking, Attached or Detached" of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* to remove the following sentence: "Each unit must have at least one covered parking space."

Section 3

That Section 2.64 "Districts Allowed," of Chapter 2, Article 5, "Use Regulations," of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Sec. 2.64 Districts Allowed

(A) Residential Zoning Districts. In all residential zoning districts, commercial antennae and antenna support structures are allowed only by Specific Use Provision, except they shall be allowed by right under the following circumstances:

(1) Utility Structures. A commercial antenna within a residential zoning district may be attached to a utility structure (such as an electrical transmission or distribution tower, or an elevated water storage tank) provided that the utility structure exceeds fifty feet in height, and provided that the antenna does not extend more than ten feet above the height of the utility structure.

(2) Stealth. A commercial antenna may be located within a residential zoning district if it is placed wholly within any building allowed in the residential zoning district. A commercial antenna may also be mounted flush to the exterior of a building or structure if it is painted or disguised to integrate into the overall architectural design, if it does not have any type of exterior non-vertical array, and if it is not readily identifiable as an antenna from public roadways or from neighboring residential properties.

(B) Nonresidential and Mixed-Use Districts. In non-residential and mixed-use zoning districts, commercial antennae and antenna support structures are allowed as follows:

(1) Support Structures. Commercial antenna support structures are allowed by right if they do not exceed eighty-five (85) feet in height and conform in all other aspects to local, state, and federal law. Support structures in excess of the eighty-five (85) in height may be allowed by Specific Use Provision (SUP) provided the structure conforms in all other aspects to local, state, and federal law. In all nonresidential zoning districts, antenna support structures must meet all setback requirements. A site with a previously issued SUP and currently active commercial antenna shall not require a new SUP unless the height or footprint of the antenna support structure has changed.

. . .”

Section 4

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

Section 5

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

Section 6

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

Section 7

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

PASSED AND APPROVED this the ___ day of _____, 2022.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

PUBLISHED DATE:

Dwelling, Multi-Family								P								P	P	-	Efficiency: 1 space 1 bedroom: 1.5 spaces 2+ bedrooms: 2 spaces (at least 50% to be covered~~, provided, however, that each unit must have at least one covered parking space~~)	Sec. 2.39
Dwelling, Live/Work																P	P	-	2 spaces, plus nonresidential requirement	Sec. 2.52(A)(5)(e)
Dwelling, Zero-Lot-Line Home					P			p										-	2 enclosed/dwelling unit	Sec. 2.36(C)
Dwelling, Single-Family Detached	P	P	P	P	P	P	P	p										-	2 enclosed/dwelling unit	Sec. 2.36
Dwelling, Single-Family Attached (Townhouse)						P		p								P	P	-	2.25 enclosed/dwelling unit	Sec. 2.37
Dwelling, Apartment																P	P	-	Efficiency: 1 space 1 bedroom: 1.5 spaces 2+ bedrooms: 2 spaces (at least 50% to be covered)	-

GARLAND

City Council Regular Session Agenda
Meeting Date: 05/03/2022
Item Title: Board and Commission Appointment
Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

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Summary:
Mayor Scott LeMay

- Mitch Carr - Cultural Arts Commission

Attachments

Mitch Carr - Cultural Arts

GARLAND

TEXAS MADE HERE

CITY OF GARLAND RECEIVED APR 28 2022 CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 4/25/22

Name: Harry B. "Mitch" Carr Phone: [redacted]

Address: 2116 Windy Drive Phone: [redacted]

City, State, Zip: Garland TX 75044 Email: [redacted]

Resident of Garland for 30+ years Resident of Texas for 47 years

✓ Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Several years of theatrical/stage experience as director, actor, crew, etc. in Texas, Indiana, Arizona, Colorado & Missouri. 50+ years as a broadcaster (radio and TV) in Texas, Indiana, Missouri and in U.S. Air Force. This includes travel shows, interview shows, newscasts, etc.

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

No

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

Garland Civic Theatre, Garland Summer Musicals, PTA at Toler, Hillside and Austin Academy while my daughter was in GISD (Class of 1978)

What is your educational background?

High School and approx. 2 years of college credits.

What is your occupational experience?

News broadcaster (mostly radio, some TV) with KRLD, Texas State Networks, KLUV, KVIL, etc. since 1975 in Texas and before that in Missouri, Indiana and U.S. Air Force (AFRTS)

I hereby affirm that all statements herein are true and correct. HB "Mitch" Carr

Board or Commission of first, second and third choice:

___ Board of Adjustment	1 Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed ___

Utility Account Status Current ✓ Past Due ___ Appointed By ___

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified ___

Clerk Signature & Date Courtney Vanover 4/28/22 Disclosure Form Filed ___

Revised 05/2021