



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
May 2, 2023
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.
BRILLE IS NOT AVAILABLE.

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

- (1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
- (2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
- (3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

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

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



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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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 and take appropriate action regarding the minutes of the April 18, 2023, Regular Meeting.
2. Consider approval and take appropriate action regarding the following bids:
 - a. Simunitions Training Facility and Range Improvements - Construction Services Bid No. 0403-23

Gliden Industries, LLC	\$1,769,000.00
Gliden Industries, LLC	\$1,489,824.00
TOTAL:	\$3,258,824.00

Simunitions Training Facility and Range Improvements - Construction Services

Consider authorizing a contract with Gliden Industries, LLC for the Simunitions Training Facility and Range Improvements - Construction Services associated with the renovations of the former Police Property Room to create a new Reality Based Training Facility (Simunitions). Renovations at the existing gun range include repairs to the earth berms, installing a shade structure over an extended portion of the firing lanes, security upgrades, and construction of a 2,400 square-foot pre-engineered metal building to include a training classroom, restroom, and office space. At the Reality Based Training Facility, the renovated building will include multiple rooms with movable walls that can be configured to provide Simunitions training scenarios, a training classroom, restrooms, and offices. These projects are part of the 2019 Bond Program and were approved in the 2023 CIP.

b. GP&L Boiler Maintenance Services Bid No. 0364-20

Hi-Tech Industrial Services, LLC. TOTAL: \$700,000.00
GP&L Boiler Maintenance Services

Consider authorizing a contract with Hi-Tech Industrial Services, LLC for GP&L Boiler Maintenance Services associated with the change order for as-needed boiler maintenance and repair services at the GP&L Olinger and Spencer Power Plants. This change order will allow for the continuation of boiler maintenance services while a new contract is procured.

c. GP&L Overhead Distribution Relocations Bid No. 0526-23

kV Power, LP TOTAL: \$628,500.59
GP&L Overhead Distribution Relocations

Consider authorizing a contract with kV Power, LP for GP&L Overhead Distribution Relocations to procure contract labor services for the relocation of overhead GP&L distribution facilities that conflict with City bottleneck construction activities at the Forest Lane and Jupiter Road intersection. Construction services will include the rebuilding of a section of the existing Marquis-3 circuit to accommodate a new Shiloh-1 feeder extension.

d. GP&L Wynn Joyce to Ben Davis 138kV Bid No. 0722-23
Transmission Line Rebuild Engineering Services

Burns & McDonnell TOTAL: \$966,650.00

GP&L Wynn Joyce to Ben Davis 138kV Transmission Line Rebuild Engineering Services

Consider authorizing a contract with Burns & McDonnell to obtain electrical engineering design services for all transmission and distribution work associated with the GP&L, Wynn Joyce to Ben Davis 138kV Transmission Line rebuild.

Engineering services will support the replacement of approximately 20 wood poles with steel monopole structures, the design for under build on the new steel monopoles, any needed relocation or replacement of intermediate distribution poles in the new design, and the installation of a new distribution conductor. This is part of the approved GP&L Wynn Joyce Pole Replacement CIP project.

- 3. A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.**

- a. Z 22-57, Mohamed Sharaf – Victron Energy, Inc. (District 1)**

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an Amendment to Planned Development (PD) District 01-23 for Community Office (CO) Uses; 2) a Specific Use Provision for a Drive-Through, Restaurant Use and 3) a Detail Plan for a Convenience Store; Fuel Pumps, Retail Use and Drive-Through, Restaurant Use on a 1.42-acre tract of land located at 6530 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.

- 4. Request for Adoption of Valoris Healthpark Streetscape Masterplan**

Consider and take appropriate action to formally adopt the Valoris Healthpark Streetscape Masterplan. Final adjustments and marketing level renderings have been added to the masterplan. Adoption will allow the City to begin planning and phasing the next steps of the improvements for the area with the end goal of attracting a community hospital to the district. Council discussed this item previously during the March 20, 2023 Work Session.

- 5. General Obligation Refunding Bonds, Series 2023**

Consider and take appropriate action to refund \$50 million of General Obligation Commercial Paper Notes, Series 2021. The purpose of this transaction is to refund a portion of variable rate commercial paper notes used to fund projects included in the voter approved bond programs.

6. Consider an ordinance approving the sale of Certificates of Obligation, Series 2023

Consider and take appropriate action approving the sale of Certificates of Obligation in the approximate amount of \$31.2 million to fund a portion of the 2023 CIP.

7. General Obligation Bonds, Taxable Series 2023

Consider and take appropriate action approving the sale of approximately \$10 million in Taxable General Obligation Bonds. The purpose of this transaction is to fund Economic Development initiatives approved by the voters in the 2019 Bond Program and Council in the 2023 CIP. This item was previously discussed at the March 3, 2023, Work Session.

8. Water and Sewer System Revenue Refunding Bonds, Series 2023

Consider and take appropriate action to refund \$41 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately \$9.6 million Water and Sewer System Revenue Bonds, Series 2013 with Water and Sewer System Revenue Refunding Bonds, Series 2023. 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. Trusted World Foundation, Inc.

Consider the approval of a ground lease, in the form and substance attached hereto, with the Trusted World, Inc.

10. Ordinance Amending Section 25.15 of the Code of Ordinances - Windsurf Bay Park Operations

Consider and take appropriate action approving amended Section 22.15 of the Code of Ordinances by changing park hours. Subsection (E) of Section 22.15, related to Windsurf Bay Park, was inadvertently deleted from the final version of the Ordinance passed and approved by Council. Council was given a written briefing on this item during the May 1, 2023 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

11. Hold public hearings on:

- a. **Consider a Zoning Change by Vasquez Engineering, LLC from Agricultural (AG) District to Single Family-Estate (SF-E) District, to allow a single-family home. The site is located at 6401 Lyons Road in District 3.**

Consideration of the application of Vasquez Engineering, LLC., requesting approval of a Change in Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District. This property is located at 6401 Lyons Road. (File Z 23-10, District 3)

- b. **Consider a Planned Development Amendment request by Jerry Handy for 110 units for a senior independent living development. This is Phase 2 of the Preserve at Spring Creek Senior Living. The site is located at 2055 Arapaho Road in District 7.**

Consideration of the application of Jerry Handy, requesting approval of an Amendment to Planned Development (PD) District 21-01 to allow an Elder Care-Independent Living Use based in the Multi-Family-0 (MF-0) District. This property is located at 2055 Arapaho Road. (File Z 22-80, District 7)

- c. **Consider a Detail Plan request by Jerry Handy for 110 units for a senior independent living development. This is Phase 2 of the Preserve at Spring Creek Senior Living. The site is located at 2055 Arapaho Road in District 7.**

Consideration of the application of Jerry Handy, requesting approval of a Detail Plan for an Elder Care – Independent Living development. This property is located at 2055 Arapaho Road. (File Z 22-80, District 7)

- d. **Consider a Specific Use Provision request by Wier & Associates, Inc. for a bank with a drive-through (Frost Bank). The site is located at 3150 Broadway Boulevard in District 3.**

Consideration of the application of Wier & Associates, Inc., requesting approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District. This property is located at 3150 Broadway Boulevard. (File Z 23-03, District 3)

- e. **Consider a Plan request by Wier & Associates, Inc. for a bank with a drive-through (Frost Bank). The site is located at 3150 Broadway Boulevard in District 3.**

Consideration of the application of Wier & Associates, Inc., requesting approval of a Plan for a Financial Institution, Drive-Through Use. This property is located at 3150 Broadway Boulevard. (File Z 23-03, District 3)

12. 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.

13. 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 Regular Session Agenda

1.

Meeting Date: 05/02/2023

Item Title: April 18, 2023 Minutes

Submitted For: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval and take appropriate action regarding the minutes of the April 18, 2023, Regular Meeting.

Attachments

April 18 2023 Minutes



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, April 18, 2023, 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 Deborah Morris
Deputy Mayor Pro Tem Robert John Smith
Council Member Jeff Bass
Council Member Ed Moore
Council Member B.J. Williams
Council Member Margaret Lucht
Council Member Robert Vera
Council Member Dylan Hedrick

Staff Present: City Manager Judson Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phillip Urrutia
City Attorney Brian England
City Secretary Eloyce René Dowl

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The motion was made by Deputy Mayor Pro Tem Smith to approve the Consent Agenda, excluding Items 2f and 2g, which are pulled for individual consideration, seconded by Council Member Hedrick. Council Member Hedrick will recuse himself from the vote on Items 2f and 2g. Motion carried:

Vote: 9 ayes, 0 nays

1. **APPROVED** Consider approval and take appropriate action regarding the minutes of the April 4, 2023, Regular Meeting.

2. Consider approval and take appropriate action regarding the following bids:

a. **APPROVED** Water Mains Replacement **Bid No. 0376-23**

Tri-Con Services, Inc. **\$526,000.00**

Optional Contingency **\$85,000.00**

TOTAL: \$611,000.00

Consider authorizing a contract with Tri-Con Services, Inc. for the Water Mains Replacement associated with the replace of approximately 1,552 linear feet of existing 6-inch water mains at the following locations: Wanda Drive (Delmar Drive - S. First Street); Gloria Drive (W. Walnut Street - Peggy Lane); Landa Drive (Miller Road - Williams Drive). An optional contingency is included for any additional work that may be required.

b. APPROVED Wastewater Mains and Alley Paving Improvements Bid No. 0470-23

La Banda, LLC.	\$2,683,483.00
Optional Contingency	\$320,000.00
TOTAL:	\$3,003,483.00

Consider authorizing a contract with La Banda, LLC for the Wastewater Mains and Alley Paving Improvements associated with the request to provide construction services to replace approximately 7,220 linear feet of 6-inch wastewater mains including manholes and service laterals. An optional contingency is included for any additional work that may be required.

c. APPROVED GP&L Olinger Plant 50 Ton Crane Repair Bid No. 0458-22

Konecranes, Inc.	TOTAL: \$54,119.54
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Consider authorizing a Change Order with Konecranes, Inc. for the GP&L Olinger Plant 50-Ton Crane Repair. The initial repairs addressed the drum gear, pinion shaft, and disc brakes. During the disassembly of the gear case, it was discovered that the load brake assembly needed to be replaced, with additional work required on the gear drum, bearings, and oil slingers.

d. APPROVED GP&L College Substation Rebuild Engineering Services Bid No. 0624-23

Burns & McDonnell	TOTAL \$1,626,000.00
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Consider authorizing a contract with Burns & McDonnell to obtain technical, design, construction, and environmental engineering services for the demolition and rebuild of the GP&L College Street Substation. Engineering services will include civil, structural, electrical, protection and control, and communication design services for the substation. The engineer will also provide construction phase support and field engineering services during construction and assist with environmental services and planning.

e. APPROVED Police Station Security Improvements - Fence Construction Services Bid No. 0218-23

Construction Rent-A-Fence	TOTAL: \$740,681.00
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Consider authorizing a contract with Construction Rent-A-Fence to procure general construction services for the reconstruction of the perimeter fence at the Garland Police Department. The existing fence system will be replaced with a new high-security fence, including privacy slats that will serve as a more secure perimeter as well as a visual deterrent. This project is associated with the 2019 Bond Program and approved in the 2023 CIP.

h.

APPROVED Naaman Forest Connection Trail Design Services

Bid No. 0660-23

Dunaway Associates, LLC

TOTAL: \$368,900.00

Consider authorizing a contract with Dunaway Associates, LLC to obtain professional services for the design of the Naaman Forest Connection trail. The approximately one-mile-long trail will be 12 feet wide running north-south from near Three Oaks Drive to the north side of Naaman School Road, connecting to the shared-use path that will be constructed at Brand Road. The trail will also connect to the existing Winters Park Trail and Spring Creek Greenbelt Trail. This project is part of the 2019 Bond Program and was approved in the 2023 CIP.

i.

APPROVED Fleet Fuel Providers

Bid No. 0666-23

Saratoga Rack Marketing LLC (Primary)

\$6,000,000.00

Douglass Distributing (Secondary)

\$300,000.00

TOTAL: \$6,300,000.00

Consider authorizing Saratoga Rack Marketing LLC as the Primary vendor and Douglass Distributing as the Secondary vendor for the purchase of gasoline and diesel fuel to be utilized by City departments in their daily operations. This approval is for a term agreement with three (3) optional renewals.

3.

Public hearings were previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.

a.

APPROVED Z 22-82, Joseph and Beverly Darnell (District 5)

Ordinance No. 7418 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Guest House on a 0.26-acre tract of land zoned Single-Family-10 (SF-10) District and located at 2701 Larry 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.

4. APPROVED Public Health Infrastructure Grant

Council authorized the City Manager or his designee to execute an agreement with the Department of State Health Services (DSHS) to provide Public Health Infrastructure Grant funding in the amount of \$1,950,883.00 for the hiring, retaining, supporting and training of public health workforce and strengthening public health infrastructure and systems. Council discussed this item previously during the April 17, 2023, Work Session.

5. APPROVED Purdue Drive Parking Restrictions

Ordinance No. 7419 to restrict parking, at all times, on both sides of Purdue Drive between Walnut Street and Pineridge Drive. The overflow parking from the adjacent apartment complex is intruding on available parking. Restrictions are being requested at this time to ensure access to neighborhood is not impeded.

6. APPROVED Request for Development Assistance from Il Stephens Development, Inc.

Consider and take appropriate action regarding a Chapter 380 development incentive request from Il Stephens Development, LLC for a proposed townhome project. This item was presented in an Executive Session on March 20, 2023. The developer is proposing to build an 88-unit townhome development on E Kingsley Road and E Centerville Road. The townhome project includes approximately 1,900 sf-sized townhomes with amenities that would bring over \$26 million in new real estate tax value to the City.

7. APPROVED Next Generation 9-1-1 Fund Subrecipient Grant Contract-Amendment No. 1

Council approved a request from the Police Department to allow the City Manager to execute Amendment No. 1 of the Next Generation 9-1-1 Fund Subrecipient Grant Contract with the Commission on State Emergency Communications

8. APPROVED Approve by minute action the appointment of Ricky C. McNeal for three years to the Civil Service Commission.

At the April 17, 2023, Work Session, Council considered approving the City Manager's appointment of Mr. Ricky McNeal.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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2f. APPROVED Holford Road Segment C Design Services

Bid No. 0661-23

Halff Associates, Inc.

TOTAL: \$3,060,000.00

Consider authorizing a contract with Halff Associates, Inc. to obtain professional services for the design of Holford Road Segment C. This roadway segment extends from Arapaho Road to the southwest end of Holford Road Segment B at Naaman Forest Boulevard, consisting of approximately 4,000 linear feet of roadway reconstruction with a 530-foot bridge crossing Spring Creek. The professional services include preparing design and construction documents, surveys, geotechnical, subsurface utility engineering, right-of-way (ROW) acquisitions and negotiations, as well as construction phase services to facilitate the construction of the road segment. This project is part of the 2019 Bond Program and was approved in the 2023 CIP.

The motion was made by Deputy Mayor Pro Tem Smith to approve Item 2f, seconded by Council Member Bass. Motion carried:

Vote: 8 ayes, 0 nays

2g. APPROVED Duck Creek Audubon Trail Design Services

Bid No. 0654-23

Halff Associates, Inc.

TOTAL: \$329,400.00

Consider authorizing a contract with Halff Associates, Inc. to obtain professional services for the design of the Duck Creek Audubon Trail. The proposed shared-use path is 12 feet wide and approximately 0.3 miles long, extending from an existing trail in Audubon Park to the existing Duck Creek Trail near Cody Park. The bridge connection spanning Duck Creek aims to complete a loop of bicycle and pedestrian facilities within the Duck Creek Greenbelt, with the benefit of keeping trail users off of the roadways. This project is associated with the 2019 Bond Program and was approved in the 2023 CIP.

The motion was made by Deputy Mayor Pro Tem Smith to approve Item 2g, seconded by Council Member Lucht. Motion carried:

Vote: 8 ayes, 0 nays

9. **Hold public hearings on:**

- a. **APPROVED Consider a Planned Development amendment request by Mohamed Sharaf – Victron Energy, Inc., related to a proposed gas station, convenience store, and drive-through restaurant development. The site is located at 6530 North President George Bush Turnpike in District 1.**

Consideration of the application of Mohamed Sharaf – Victron Energy, Inc., requesting approval of an Amendment to Planned Development (PD) District 01-23. This property is located at 6530 North President George Bush Turnpike. (File Z 22-57, District 1)

The staff report was presented by William Guerin, Director of Planning. The speaker on this item was Nick Vasquez.

There was discussion by the Council.

The motion was made by Council Member Bass to approve Item 9a (Planned Development), Item 9b (Specific Use Provision) and Item 9c (Detail Plan), with a lower monument sign and additional signage for parking, seconded by Council Member Moore. Motion carried:

Vote: 9 ayes, 0 ayes

- b. **APPROVED Consider a Specific Use Provision request by Mohamed Sharaf – Victron Energy, Inc., for a drive-through restaurant. The site is located at 6530 North President George Bush Turnpike in District 1.**

Consideration of the application of Mohamed Sharaf – Victron Energy, Inc., requesting approval of a Specific Use Provision for a Restaurant, Drive-Through Use. This property is located at 6530 North President George Bush Turnpike. (File Z 22-57, District 1)

- c. **APPROVED Consider a Detail Plan request by Mohamed Sharaf – Victron Energy, Inc., for a gas station, convenience store, and drive-through restaurant development. The site is located at 6530 North President George Bush Turnpike in District 1.**

Consideration of the application of Mohamed Sharaf – Victron Energy, Inc., requesting approval of a Detail Plan for a Convenience Store; Fuel Pumps, Retail Use; and Restaurant, Drive-Through Use. This property is located at 6530 North President George Bush Turnpike. (File Z 22-57, District 1)

10. **Citizen comments:** There were no speakers on this item.
11. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 7:35 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



GARLAND PURCHASING REPORT

City Council Regular Session Agenda

2. a.

Meeting Date: 05/02/2023

Item Title: Simunitions Training Facility and Range Improvements - Construction Services

Submitted By: Laura Dunn, Capital Project
Management Director

Bid Number: 0403-23

Purchase Justification:

This request is to procure general construction services for improvements at the Garland Police Range and renovation of the former Police Property Room to create a new Reality Based Training Facility (Simunitions). Renovations at the existing gun range include repairs to the earth berms, installing a shade structure over an extended portion of the firing lanes, security upgrades, and construction of a 2,400 square-foot pre-engineered metal building to include a training classroom, restroom, and office space. At the Reality Based Training Facility, the renovated building will include multiple rooms with movable walls that can be configured to provide Simunitions training scenarios, a training classroom, restrooms, and offices. These projects are part of the 2019 Bond Program and were approved in the 2023 CIP.

Evaluation:

A request for Competitive Sealed Proposals (CSP) was issued per Purchasing procedures. Five (5) proposals were received and evaluated based on the published criteria. Gliden Industries, LLC received the highest-evaluated score, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Gliden Industries, LLC	Range	\$1,769,000.00
Gliden Industries, LLC	Simunitions	\$1,489,824.00
	TOTAL:	\$3,258,824.00

Basis for Award: Best Value

Purchase Requisition #: 49175, 49183

Fiscal Impact

Total Project/Account: \$3,865,000
Expended/Encumbered to Date: \$637,428
Balance: \$3,227,572
This Item: \$3,258,824
Proposed Balance: \$(31,252) *
Account #: 652-1429-1302719-9002, 692-1429-1302700-9002,
652-1429-1302919-9002, & 692-1429-1302900-9002

Fund/Dept/Project – Description and Comments:

Public Safety CIP / Range Improvements	\$1,769,000
Public Safety CIP / Simunitions Training Facility	\$1,489,824
Total	\$3,258,824

* The Range Improvements and Simunitions Training Facility projects will continue into 2024; Certificate of Obligation funding will be included in the 2024 Capital Improvement Program for the continuation of the projects, as projected for these projects in the 2023 CIP.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2023

Document Location: Page 150 & 152

Budget Director Approval: Allyson Bell Steadman

Approval Date: 04/21/2023

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 04/21/2023



GARLAND PURCHASING REPORT

City Council Regular Session Agenda

2. b.

Meeting Date: 05/02/2023

Item Title: GP&L Boiler Maintenance Services

Submitted By: David Bernard, GP&L
Production Services Director

Bid Number: 0364-20

Purchase Justification:

The request is to approve a change order for as-needed boiler maintenance and repair services at the GP&L Olinger and Spencer Power Plants. This change order will allow for the continuation of boiler maintenance services while a new contract is procured.

Evaluation:

Hi-Tech Industrial Services, LLC. was awarded the initial Term Agreement with three (3) optional renewals for \$1 million at the Feb 18, 2020, City Council meeting.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Hi-Tech Industrial Services, LLC.	All	\$700,000.00
	TOTAL:	----- \$700,000.00

Basis for Award: Change Order

Purchase Requisition #: 49181

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$700,000
Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L Olinger and Spencer operating accounts as appropriate.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2022-23

Document Location: Page 241

Budget Director Approval: Allyson Bell Steadman

Approval Date: 04/21/2023

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 04/21/2023



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 05/02/2023

Item Title: GP&L Overhead Distribution Relocations

Submitted By: Jonas Whitehead, GP&L
Distribution Director

Bid Number: 0526-23

Purchase Justification:

This request is to provide contract labor services for the relocation of overhead GP&L distribution facilities that conflict with City bottleneck construction activities at the Forest Lane and Jupiter Road intersection. Construction services will include the rebuilding of a section of the existing Marquis-3 circuit to accommodate a new Shiloh-1 feeder extension.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria. kV Power, LP received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
kV Power, LP	All	\$628,500.59
	TOTAL:	\$628,500.59

Basis for Award: Best Value

Purchase Requisition #: 48880

Fiscal Impact

Total Project/Account: \$13,940,236
Expended/Encumbered to Date: \$6,178,448
Balance: \$7,761,788
This Item: \$628,501

Proposed Balance: \$7,133,287
Account #: 210-3299-3149101-7111, 210-3299-3153201-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Relocation of Facilities - \$320,074
Electric CIP / Distribution Lines - Overhead - \$308,427

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2023

Document Location: Pages 272 & 273

Budget Director Approval: Allyson Bell Steadman

Approval Date: 04/21/2023

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 04/21/2023



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 05/02/2023

Item Title: GP&L Wynn Joyce to Ben Davis 138kV Transmission Line Rebuild Engineering Services

Submitted By: Steve Martin, GP&L
Transmission Director

Bid Number: 0722-23

Purchase Justification:

This request is to obtain electrical engineering design services for all transmission and distribution work associated with the GP&L, Wynn Joyce to Ben Davis 138kV Transmission Line rebuild. Engineering services will support the replacement of approximately 20 wood poles with steel monopole structures, the design for under build on the new steel monopoles, any needed relocation or replacement of intermediate distribution poles in the new design, and the installation of a new distribution conductor. This is part of the approved GP&L Wynn Joyce Pole Replacement CIP project.

Evaluation:

Burns & McDonnell was selected as the Most Qualified firm for this project from RFQ 0753-19. In addition, Burns & McDonnell has successfully engineered previous 138kV projects for GP&L.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell	All	\$966,650.00
	TOTAL:	\$966,650.00

Basis for Award: Most Qualified

Purchase Requisition #: 49118

Fiscal Impact

Total Project/Account: \$1,250,000

Expended/Encumbered to Date: \$1,067
Balance: \$1,248,933
This Item: \$966,650
Proposed Balance: \$282,283
Account #: 215-3599-3137601-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Transmission Lines

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP
Fiscal Year: 2023
Document Location: Page 270

Budget Director Approval: Allyson Bell Steadman

Approval Date: 04/21/2023

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 04/21/2023

[illegible]



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

3. a.

Meeting Date: 05/02/2023

Item Title: Z 22-57 Mohamed Sharaf - Victron Energy, Inc. (District 1)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 22-57 Mohamed Sharaf - Victron Energy, Inc.

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 22-57 Ordinance

Z 22-57 Exhibit A

Z 22-57 Exhibit B

Z 22-57 Exhibits C-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 01-23 FOR COMMUNITY OFFICE (CO) USES; 2) A SPECIFIC USE PROVISION FOR A DRIVE-THROUGH, RESTAURANT USE AND 3) A DETAIL PLAN FOR A CONVENIENCE STORE; FUEL PUMPS, RETAIL USE AND DRIVE-THROUGH, RESTAURANT USE ON A 1.42-ACRE TRACT OF LAND LOCATED AT 6530 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 27th day of March 2023, the Plan Commission did consider and make recommendations on a certain request for 1) an Amendment to Planned Development (PD) District 01-23 for Community Office Use; 2) a Specific Use Provision for a Drive-Through, Restaurant Use and 3) a Detail Plan for a Convenience Store; Fuel Pumps, Retail Use and Drive-Through, Restaurant Use by **Mohamed Sharaf - Victron Energy, Inc.**; 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) an Amendment to Planned Development (PD) District 01-23 for Community Office Use; 2) a Specific Use Provision for a Drive-Through, Restaurant Use and 3) a Detail Plan for a Convenience Store; Fuel Pumps, Retail Use and Drive-Through, Restaurant Use on a 1.42-acre tract of land located at 6530 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

FILE NO. Z 22-57

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

PASSED AND APPROVED this _____ day of _____,
2023.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

ZONING FILE NUMBER Z 22-57

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 22-57

BEING A 1.42-ACRE TRACT OF LAND SITUATED IN LOT 1, BLOCK, 1,
CAMPBELL FERRIS ADDITION, AN ADDITION TO THE CITY OF
GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT
RECORDED IN VOLUME 2001161, PAGE 1590, PLAT RECORDS, DALLAS
COUNTY, TEXAS.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-57

6530 North President George Bush Turnpike

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a convenience store, fuel pumps and a restaurant with a 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 01-23 and Community Office (CO) 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 F. 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 01-23.
- B. Site Plan:** The site layout, building placement, parking shall be in general conformance with the approved Site Plan labeled Exhibit C.
- C. Elevations:** Building Elevations shall be in general conformance with the elevations labeled Exhibit D.
- D. Parking:** A total of twenty-one (21) Electric Vehicle (EV) parking spaces shall be permitted. However, those parking spaces shall be accessible to non-Electric Vehicles. Signage shall be provided on-site to clarify that the Electric Vehicle (EV) parking spaces are available to non-Electric Vehicles.

EXHIBIT B

In addition, truck parking is prohibited.

- E. Signage: A maximum of two (2) freestanding monument signs shall be permitted.

One sign shall be located at the entrance along West Campbell Road and the maximum height shall be seven (7) and maximum surface area shall be fifty (50) square feet. The second sign shall be located at the corner of West Campbell Road and North President George Bush Turnpike. The maximum height shall be twenty-two (22) feet and the maximum surface area shall be 152 square feet.

All attached wall signs and the menu board shall comply with GDC requirements.

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

1. Landscaping must be regularly maintained in a healthy, growing condition and in compliance with this PD 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 plantings as needed. All exposed ground surfaces on or within the premises 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 plant or vegetation that dies must be replaced with another approved plant variety that complies with the approved landscape plan within sixty (60) days after receipt of written notification from the City. In the event the property owner fails to remedy a violation of any landscaping maintenance regulation within sixty (60) days after receipt of written notification from the City, the City may, in addition to any other remedy available by law, withhold future

city permits, licenses and/or certificates requested by the property owner for the premises to which such violation applies.

3. Screening and paving must be regularly maintained in compliance with this PD 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 (60) days after receipt of written notification from the City, the City may, in addition to any other remedy available by law, withhold future city permits, licenses and/or certificates requested by the property owner for the premises to which such violation applies.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 22-57

6530 North President George Bush Turnpike

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

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

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

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

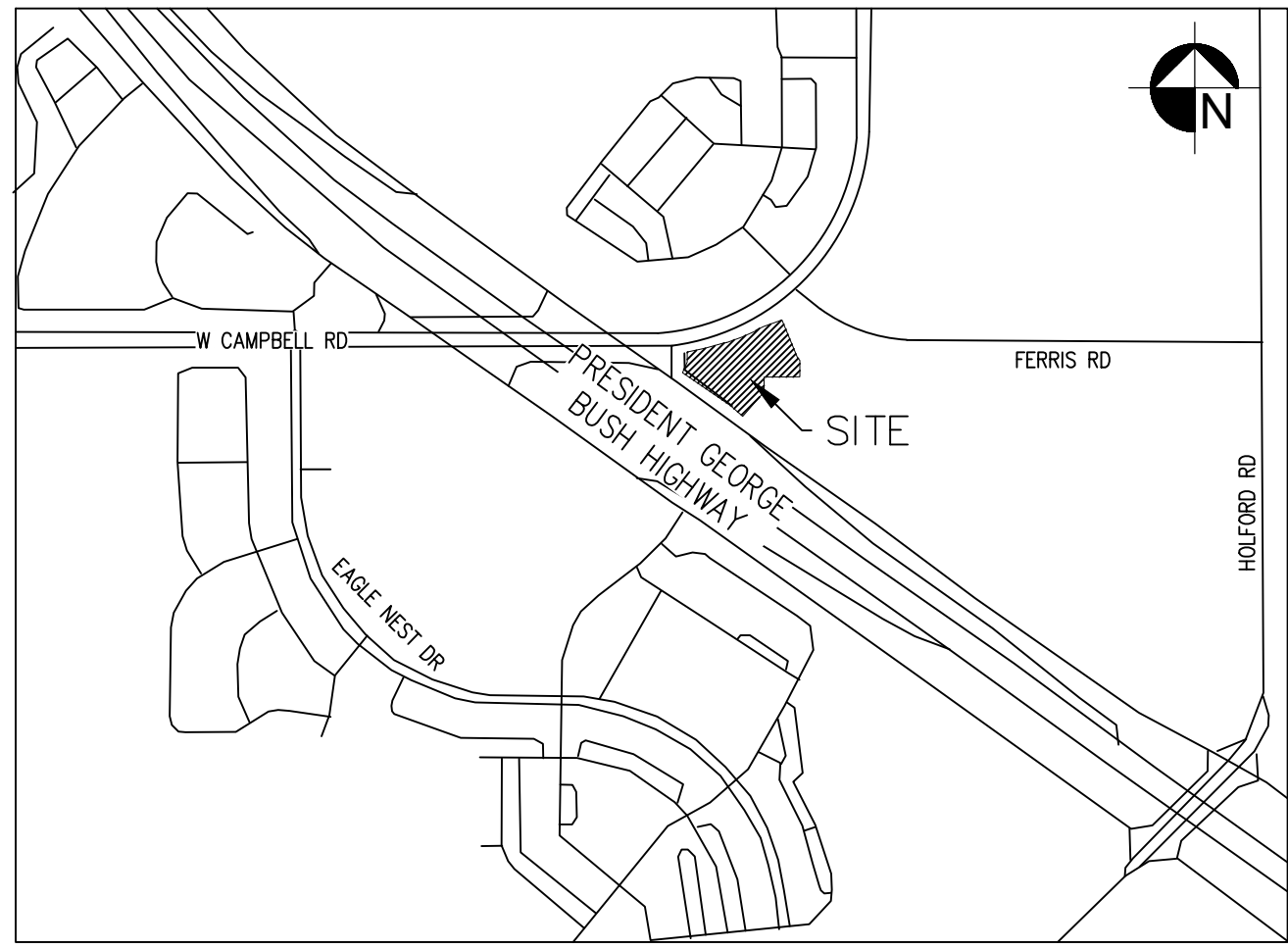
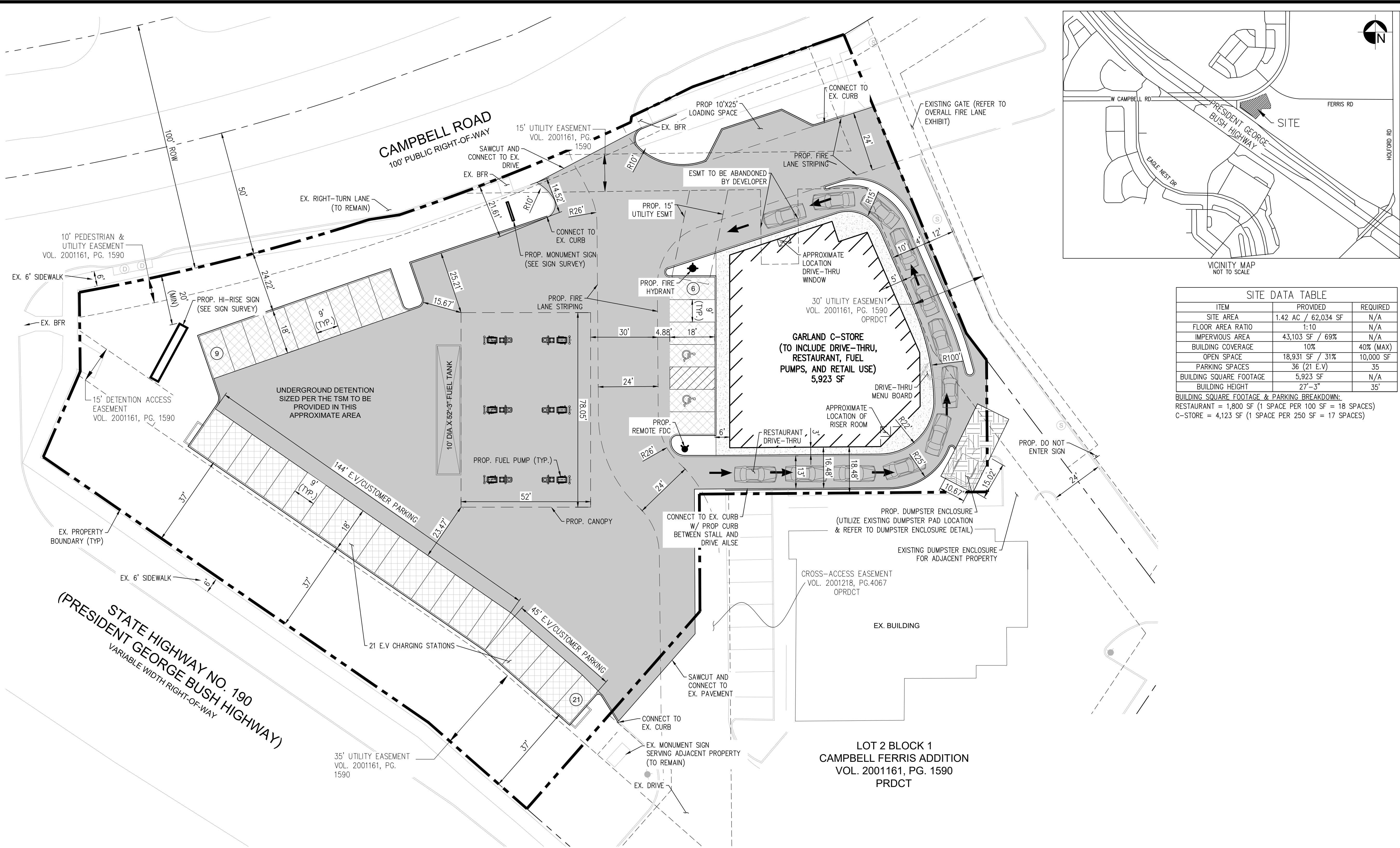
IV. General Regulations: All regulations of Planned Development (PD) District 01-23 and the Community Office (CO) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

V. Development Plans:

Site Layout: The site shall be in general conformance with the approved development plans labeled Exhibit C to Exhibit F. In the event of conflict between the conditions and the site plan, the written conditions listed below are to apply.

VI. Specific Use Provision:

A. SUP Time Period: The Specific Use Provision for the restaurant with the drive-through shall be in effect for twenty-five (25) years.



SITE DATA TABLE		
ITEM	PROVIDED	REQUIRED
SITE AREA	1.42 AC / 62,034 SF	N/A
FLOOR AREA RATIO	1:10	N/A
IMPERVIOUS AREA	43,103 SF / 69%	N/A
BUILDING COVERAGE	10%	40% (MAX)
OPEN SPACE	18,931 SF / 31%	10,000 SF
PARKING SPACES	36 (21 E.V.)	35
BUILDING SQUARE FOOTAGE	5,923 SF	N/A
BUILDING HEIGHT	27'-3"	35'

BUILDING SQUARE FOOTAGE & PARKING BREAKDOWN:
RESTAURANT = 1,800 SF (1 SPACE PER 100 SF = 18 SPACES)
C-STORE = 4,123 SF (1 SPACE PER 250 SF = 17 SPACES)

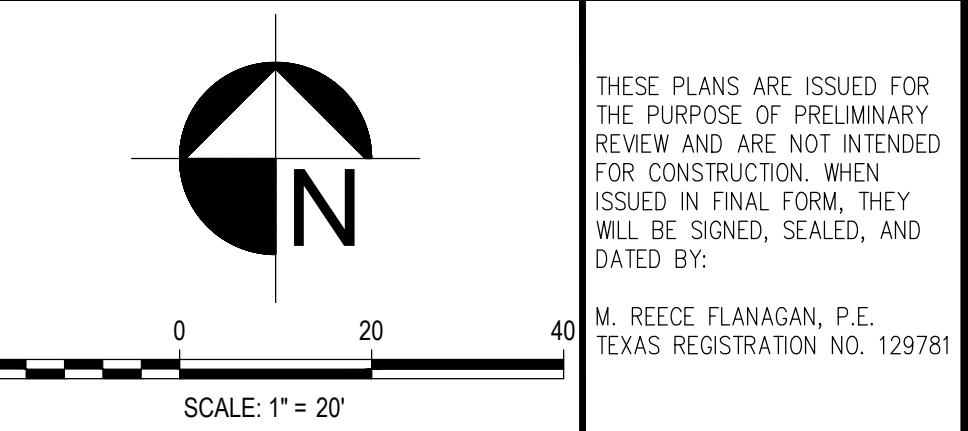
REVISIONS		
NO.	DESCRIPTION	DATE

- DIMENSION CONTROL NOTES:
- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL WORK SHALL CONFORM TO THESE PLANS AND CONTRACT DOCUMENTS AND THE INTERNATIONAL BUILDING CODE.
 - CONTRACTOR SHALL REFER TO BUILDING PLANS FOR ACTUAL BUILDING DIMENSIONS. DIMENSIONS SHOWN ARE TO OUTSIDE FACE OF BUILDING.
 - THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT CURB RAMPS ARE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE AND/OR FEDERAL REGULATIONS AND STANDARDS INCLUDING BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT (ADA), THE FAIR HOUSING ACT (FHA) AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 - EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE DEVELOPER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.
 - CONTRACTOR IS TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION, SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING FACILITIES DAMAGED BY CONTRACTOR'S ACTIVITIES.

- LEGEND:
- CONCRETE SIDEWALK
(REFER TO GEOTECHNICAL ENGINEERING REPORT)
- LIGHTY DUTY CONCRETE PAVEMENT
(REFER TO GEOTECHNICAL ENGINEERING REPORT)
- MEDIUM DUTY CONCRETE PAVEMENT
(REFER TO GEOTECHNICAL ENGINEERING REPORT)
- HEAVY DUTY CONCRETE PAVEMENT
(REFER TO GEOTECHNICAL ENGINEERING REPORT)

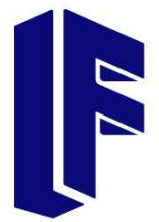
SITE PLAN NOTES:

CASE # 220630-2
ZONING: PD 22-57



THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:

M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781



FLANAGAN
land solutions

Dallas, Texas | P: 940.327.7963 | flanagan-ls.com | TBPE Firm No. F-22910

CAMPBELL & 190 GARLAND
GARLAND, TEXAS

SITE PLAN

6530 N PRESIDENT GEORGE BUSH HWY,
GARLAND TX 75044

DESIGNED: FLS	PROJECT #:	ISSUE DATE:	SHEET
CHECKED: FLS	2021-08-06	3/1/2023	C2.0 OF C4.0
DRAWN: FLS			

DEVELOPER:

VICTRON ENERGY
TEL: 469-517-2000
EMAIL: MSHARAF@VICTRONGROUP.COM
CONTACT: MOHAMED SHARAF
105 YMCA DRIVE
WAXAHACHIE, TX 75168



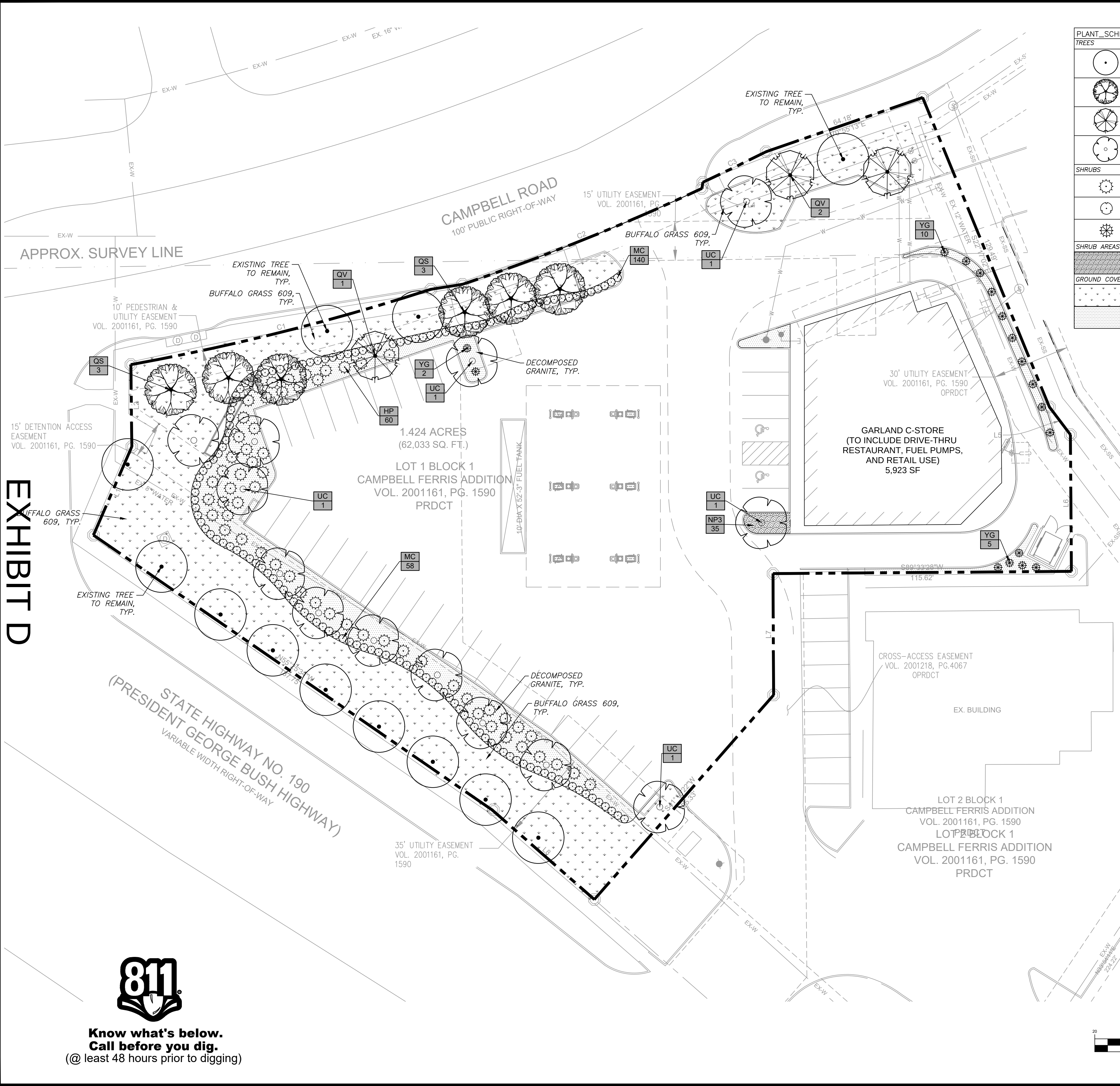
PREPARED BY:

FLANAGAN LAND SOLUTIONS, LLC
TEL: 940-327-7963
EMAIL: REECE@FLANAGAN-LS.COM
CONTACT: REECE FLANAGAN, PE
4447 N CENTRAL EXPRESSWAY, SUITE 110 PO BOX 123
DALLAS, TX 75205



CALL 3 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER UTILITIES.

EXHIBIT D



PLANT SCHEDULE							
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
	ER	12	EXISTING TREE TO REMAIN	N/A			
	QS	6	QUERCUS SHUMARDII / SHUMARD RED OAK	45 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	QV	3	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	45 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	UC	13	ULMUS CRASSIFOLIA / CEDAR ELM	45 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
	HP	58	HESPERALOE PARVIFLORA / RED YUCCA	3 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MC	139	MUHLENBERGIA CAPILLARIS / PINK MUHLY	3 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	YG	17	SPANISH DAGGER YUCCA GLORIOSA 'VARIEGATA'	3 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPACING	NOTES
	NP3	110	NASSELLA TENUISSIMA 'PONY TAILS' / MEXICAN FEATHERGRASS	1 GAL.	24" HT	36" O.C.	FULL, MATCHING, SYMMETRICAL
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	NOTES			
	BD	8,817 SF	BUCHLOE DACTYLOIDES / BUFFALO GRASS '609'	SOD			
	DG	4,363 SF	DECOMPOSED GRANITE DG	3" COMPACTED DEPTH W/ PERMEABLE WEED MAT STACKED TO GRADE			

LOT AREA:	61,997 s.f.
LANDSCAPE AREA REQUIRED: 10% OF SITE AREA:	6,200 s.f.
LANDSCAPE AREA PROVIDED:	16,766 s.f. (27%)
PARKING SPACES PROVIDED: 5% OF PARKING SPACES LANDSCAPE (2 SPACES REQ.) 1 SHADE TREE PER 10 SPACES PROVIDED:	36 SPACES 11% PROVIDED 4 trees 8 trees
BUFFER TREES REQUIRED: 1/30 LF OF STREET FRONTAGE GEORGE BUSH TURNPIKE: 278 l.f. CAMPBELL ROAD: 358 l.f.	9 trees 12 trees
BUFFER TREES PROVIDED: GEORGE BUSH TURNPIKE CAMPBELL ROAD	9 existing shade trees + 6 proposed trees 10 proposed trees 3 existing shade trees
BUFFER SHRUBS REQUIRED: 7/30 l.f. GEORGE BUSH TURNPIKE PROVIDED: CAMPBELL ROAD: PROVIDED:	65 shrubs 111 shrubs 84 shrubs 89 shrubs

NOTES:
1. AN AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED PER CITY AND STATE REGULATIONS AND ORDINANCES.

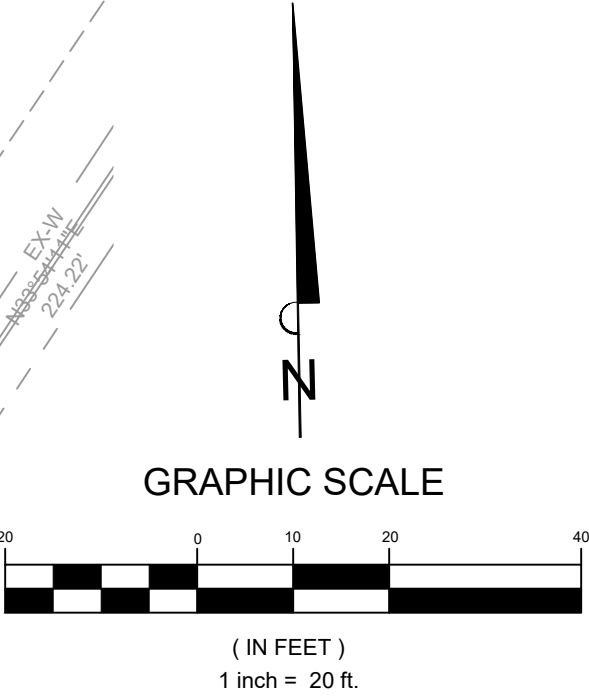


VICINITY MAP
NTS

OWNER/DEVELOPER

VICTRON ENERGY
105 YMCA DRIVE
WAXAHACHIE, TEXAS 75168
CONTACT: MOHAMED SHARAF
PHONE: 254-433-2561
EMAIL: MSHARAF@VICTRONGROUP.COM

CASE# 220630-2



LANDSCAPE PLAN

TRAVEL CENTER AND QSR
CAMPBELL RD. AND GEORGE BUSH
TURNPIKE, GARLAND, TEXAS

08/13/2022

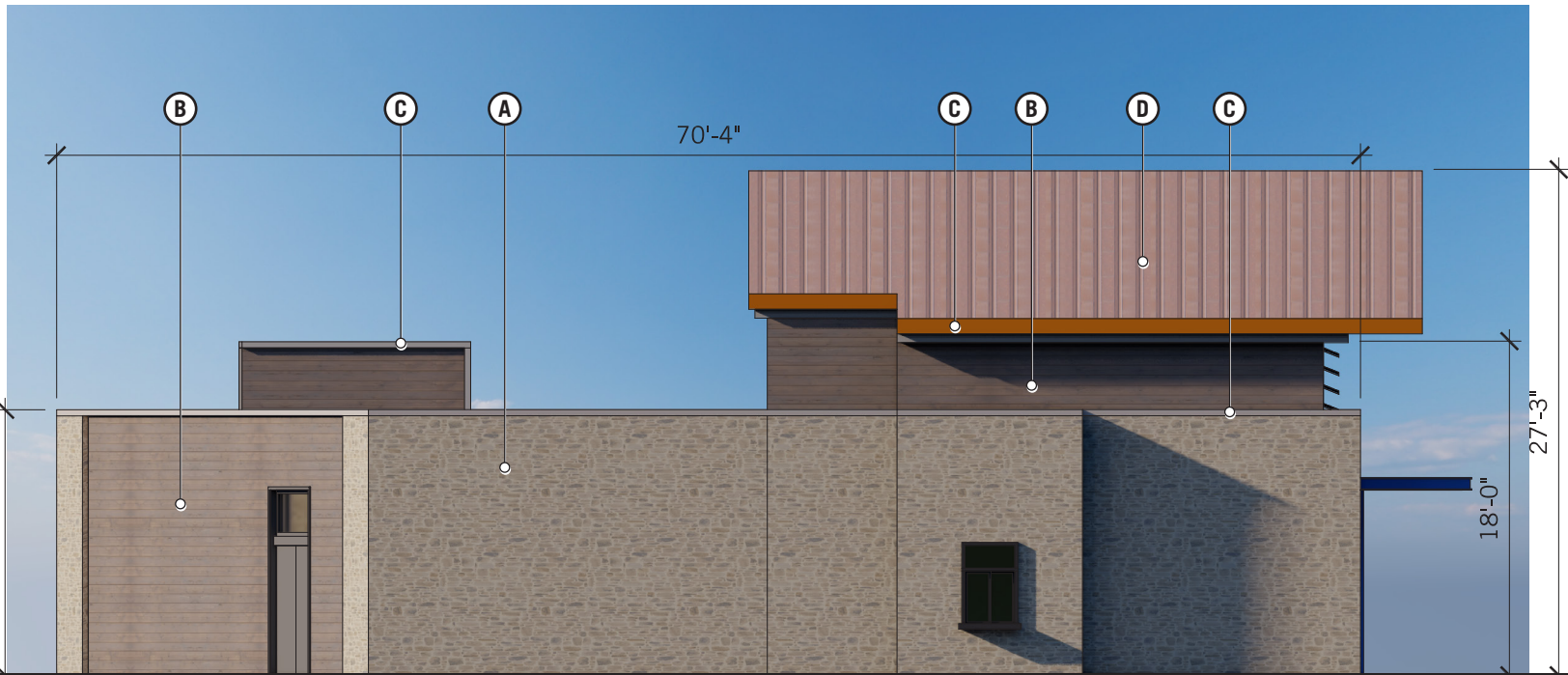
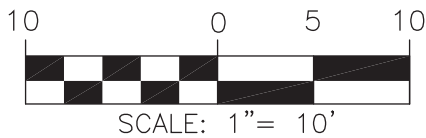
TEMPUS LAND SOLUTIONS, LLC
ARLINGTON, TEXAS 76017
817.223.8489
michael@tempus-ls.com

SHEET NO.

LS - 1.1



WEST ELEVATION - FRONT



NORTH ELEVATION

EXTERIOR MATERIALS	MATERIAL CALCULATIONS	
	WEST	NORTH
(A) STONE VENEER MFGR: TBD STYLE: FRENCH COUNTRY VILLA (OR SIM.) COLOR: CHAMPAGNE (OR SIM.)	252 SF 12 %	776 SF 54 %
(B) FIBER CEMENT SIDING/TRIM MFGR: NICHHA STYLE: LAP SIDING COLOR: ROASTED WALNUT	220 SF 10 %	287 SF 20 %
(C) TRIMS, FASCIAS AND AWNINGS COLOR: ORANGE, BLUE, GRAY	162 SF 7 %	69 SF 5 %
(D) STANDING SEAM METAL ROOF MFGR: TBD COLOR: WEATHERED COPPER	0 SF 0 %	279 SF 19 %
(E) STOREFRONT SYSTEM MFGR: KAWNEER (OR SIM.) STYLE: 451 (OR SIM.) COLOR: CHARCOAL	1,446 SF 70 %	39 SF 3 %
(F) HORIZONTAL SHADE FINES COLOR: DARK GRAY/CHARCOAL		
TOTAL SF:	2,080 SF	1,450 SF



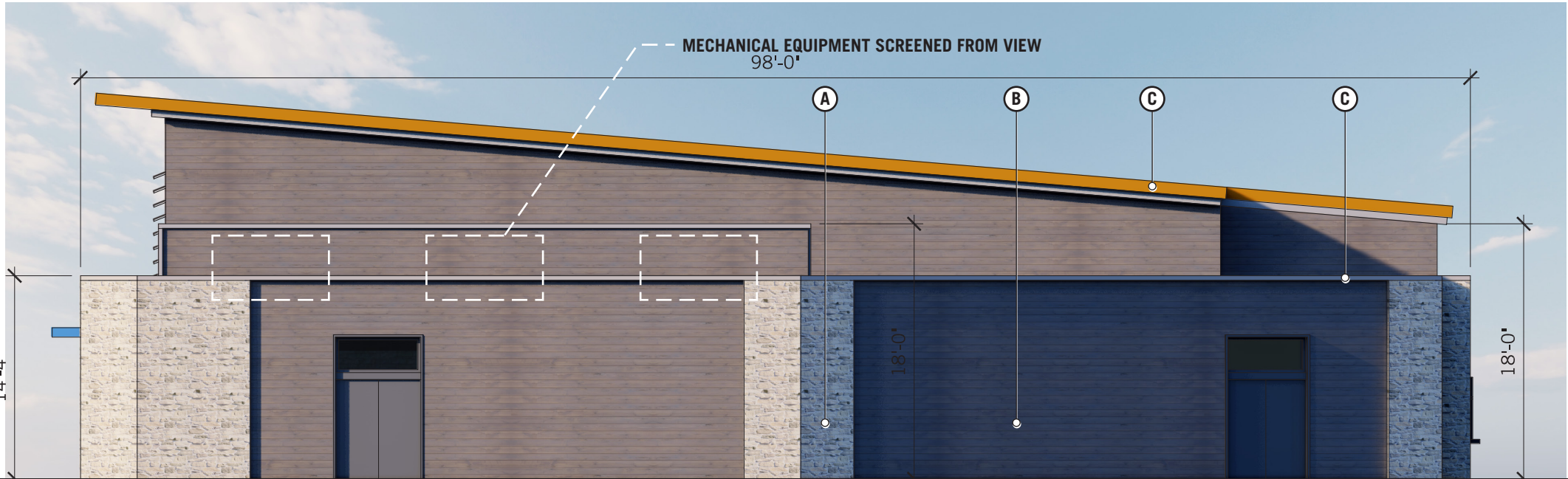
Oculus Inc.



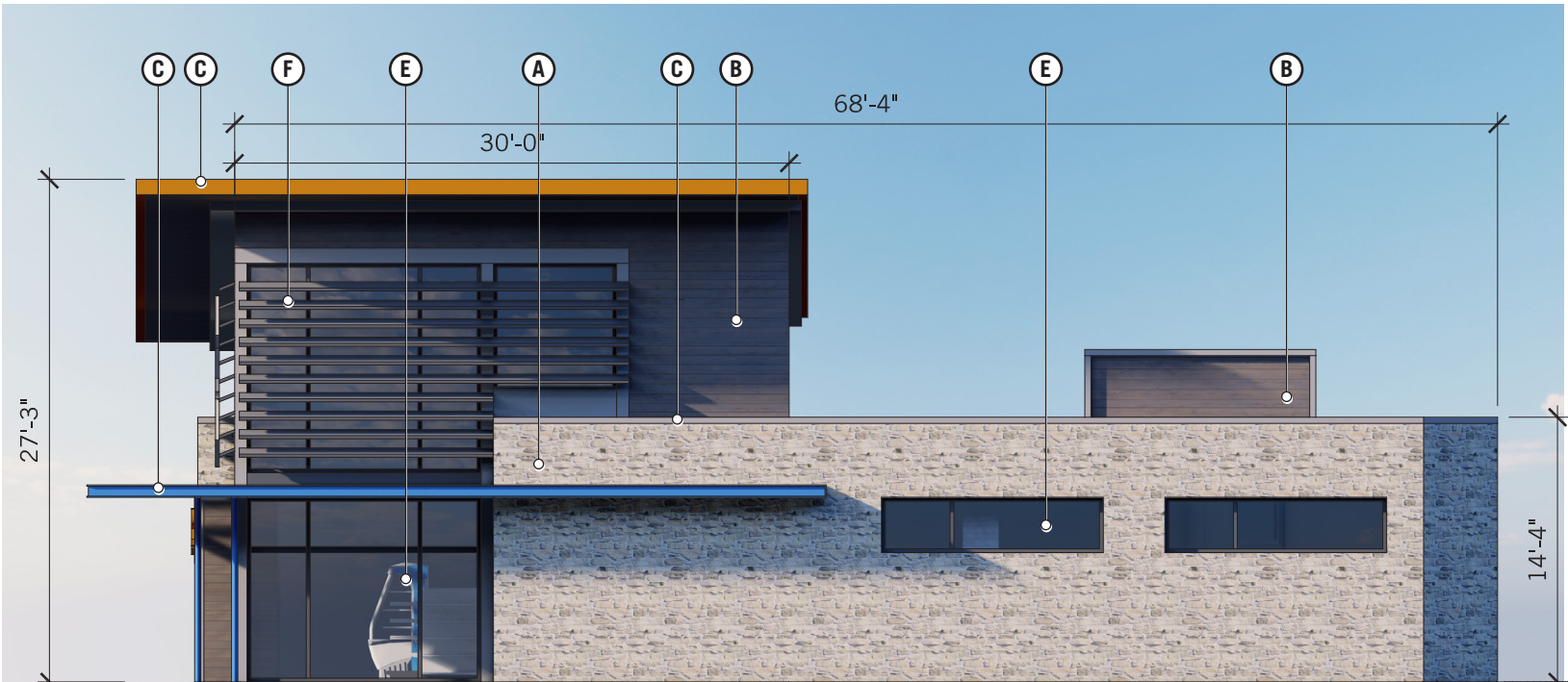
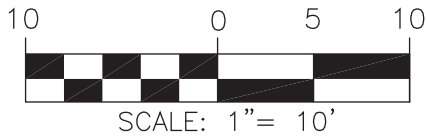
OWNER: JAMES K. TONICK
APPLICANT: MOHAMED SHARAF
PLAN PREPARER: OCULUS INC.
KARL ROTH
SENIOR PROJECT DESIGNER
karlr@oculusinc.com
608.957.3514

PROJECT/LOCATION:
GATEWAY OF GARLAND
6530 N. President George Bush Highway
Garland TX

TITLE: CONCEPTUAL ELEVATIONS
CASE #: 220603-0
EXIST. ZONING: PD 01-23
OPTION 10.2
DATE: MARCH 15, 2023



EAST ELEVATION



SOUTH ELEVATION

EXTERIOR MATERIALS	MATERIAL CALCULATIONS	
	EAST	SOUTH
(A) STONE VENEER MFGR: TBD STYLE: FRENCH COUNTRY VILLA (OR SIM.) COLOR: CHAMPAGNE (OR SIM.)	331 SF 15 %	688 SF 46 %
(B) FIBER CEMENT SIDING/TRIM MFGR: NICHHA STYLE: LAP SIDING COLOR: ROASTED WALNUT	1,537 SF 71 %	215 SF 14 %
(C) TRIMS, FASCIAS AND AWNINGS COLOR: ORANGE, BLUE, GRAY	174 SF 8 %	126 SF 8 %
(D) STANDING SEAM METAL ROOF MFGR: TBD COLOR: WEATHERED COPPER	0 SF 0 %	0 SF 0 %
(E) STOREFRONT SYSTEM MFGR: KAWNEER (OR SIM.) STYLE: 451 (OR SIM.) COLOR: CHARCOAL	125 SF 6 %	468 SF 31 %
(F) HORIZONTAL SHADE FINS COLOR: DARK GRAY/CHARCOAL		
TOTAL SF:	2,167 SF	1,497 SF



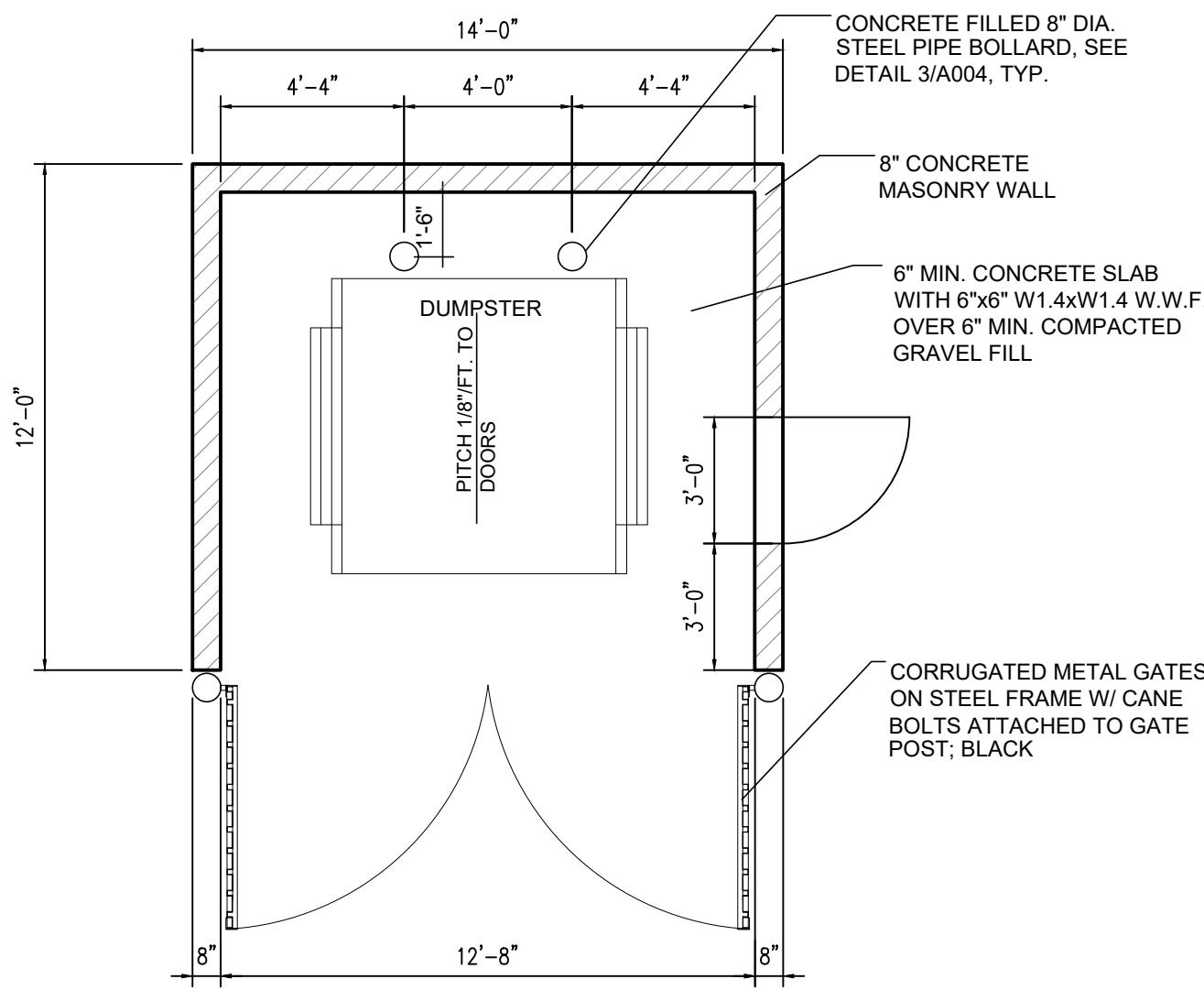
Oculus Inc.



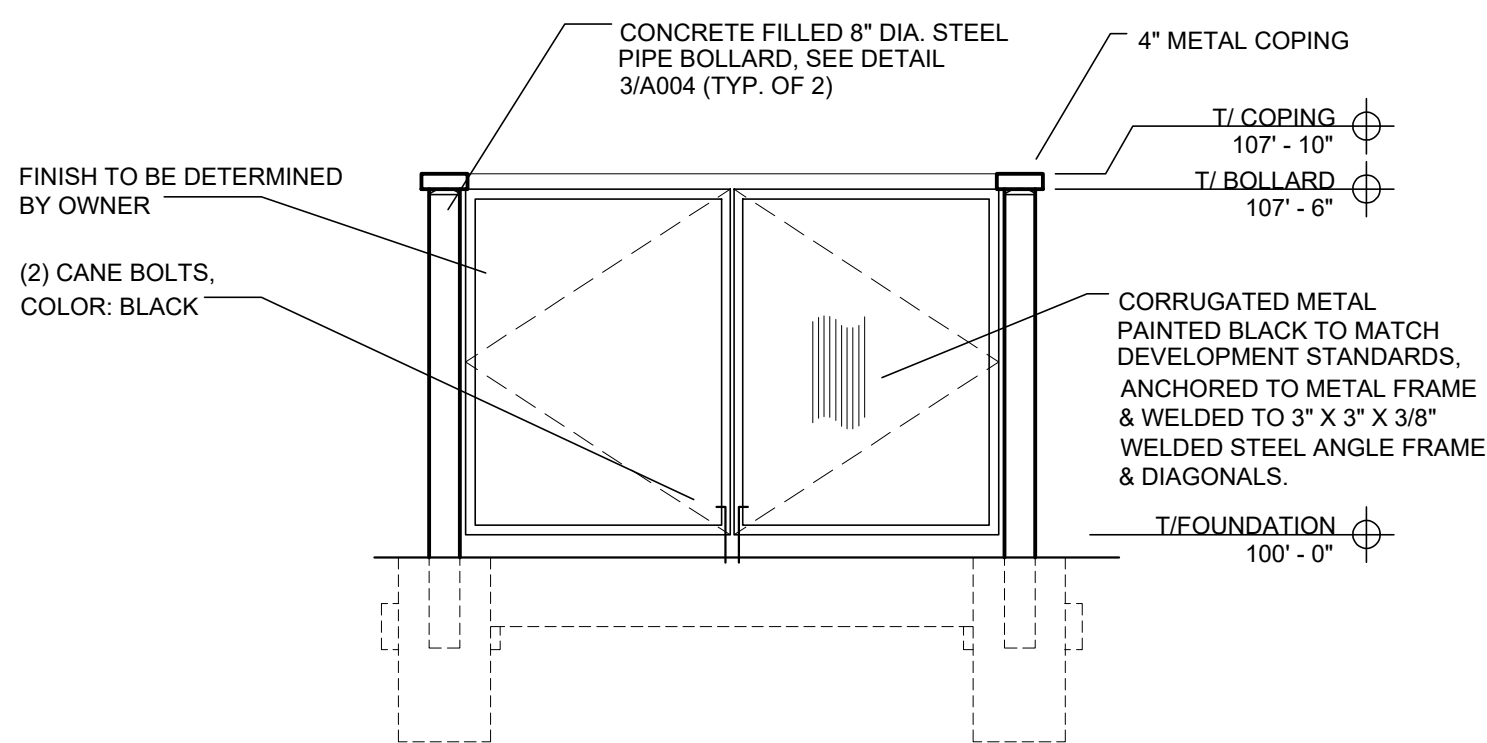
OWNER: JAMES K. TONICK
APPLICANT: MOHAMED SHARAF
PLAN PREPARER: OCULUS INC.
KARL ROTH
SENIOR PROJECT DESIGNER
karlr@oculusinc.com
608.957.3514

PROJECT/LOCATION:
GATEWAY OF GARLAND
6530 N. President George Bush Highway
Garland TX

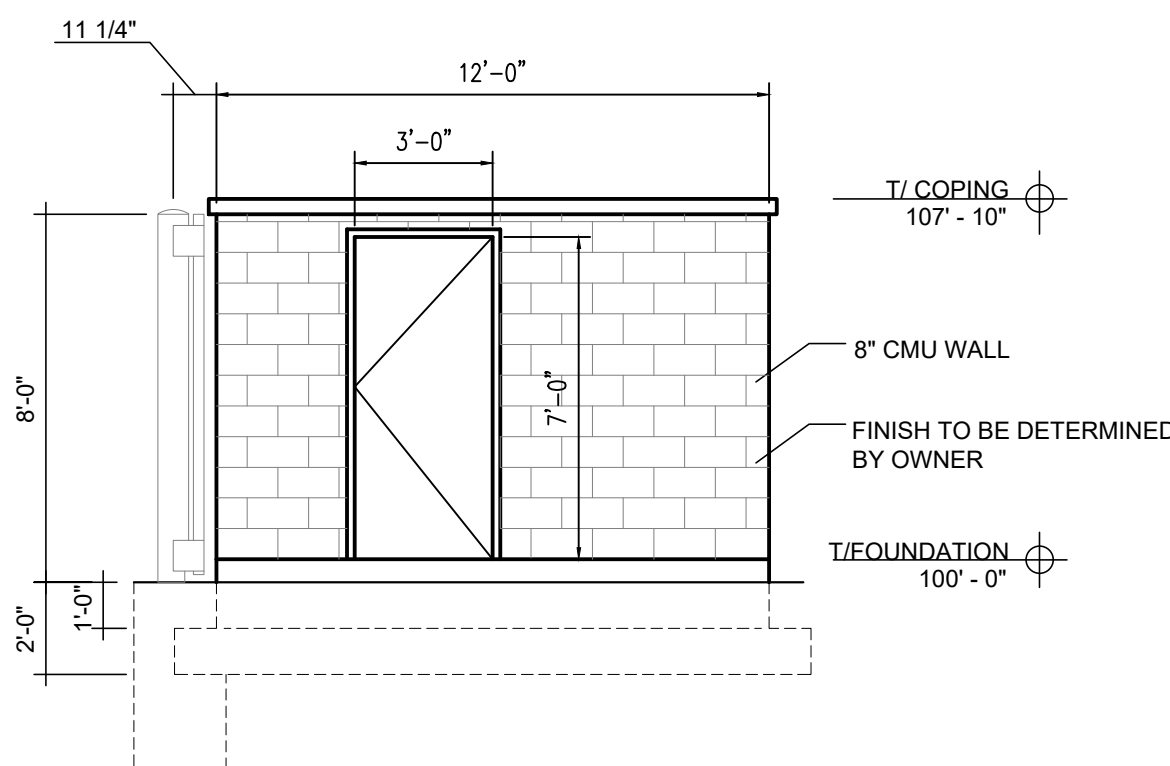
TITLE: CONCEPTUAL ELEVATIONS
CASE #: 220603-0
EXIST. ZONING: PD 01-23
OPTION 10.2
DATE: MARCH 15, 2023



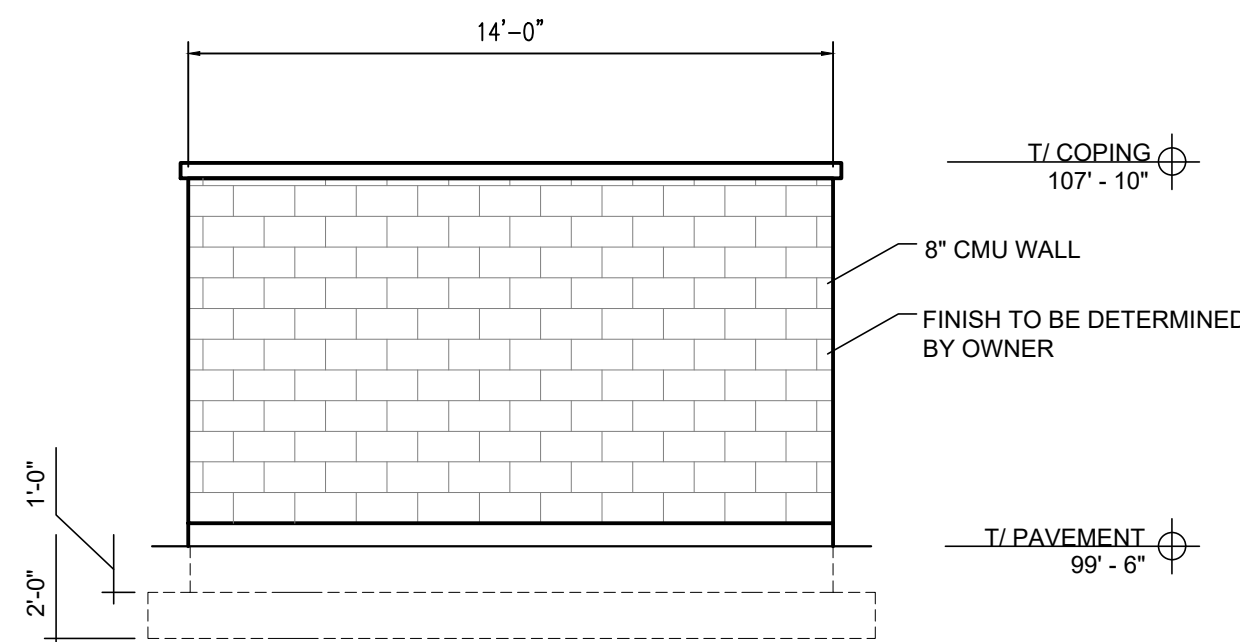
1 TRASH ENCLOSURE PLAN
SCALE: SCALE: 1/4" = 1'-0"



2 TRASH ENCLOSURE FRONT ELEVATION
SCALE: SCALE: 1/4" = 1'-0"



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



4 TRASH ENCLOSURE REAR ELEVATION
SCALE: SCALE: 1/4" = 1'-0"

DESIGN SET ONLY
NOT FOR CONSTRUCTION



NOTICE
DESIGN SET ONLY
NOT FOR CONSTRUCTION
CONSULT ARCHITECT OR ENGINEER FOR CONSTRUCTION DOCUMENTS

THESE DOCUMENTS (PLANS AND SPECIFICATIONS) ARE THE PROPERTY OF VICTRON ENERGY. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE, REPRODUCTION, OR MODIFICATION WITHOUT WRITTEN PERMISSION FROM VICTRON ENERGY IS PROHIBITED.

SYMBOL KEY



105 YMCA DRIVE • WAXAHACHIE, TX. 75165

CAMPBELL & 190
GARLAND, TX 75044

PROJECT NO.

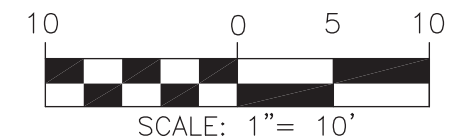
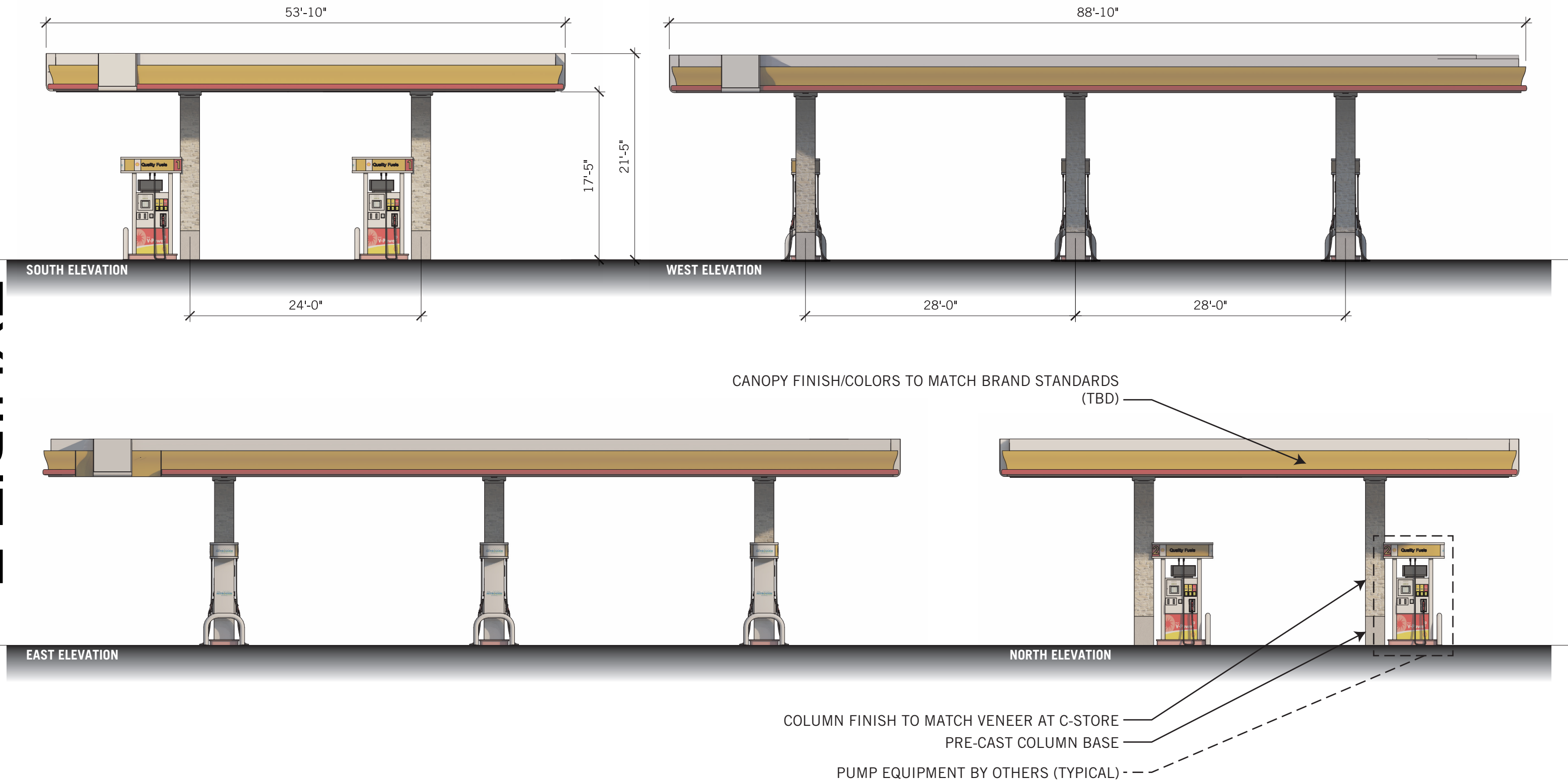
CLIENT

GATEWAY OF GARLAND

SUBJECT

DUMPSTER DETAILS

DRAWN BY:	CHECKED BY:
ORIG. DATE:	REV. DATE:
SCALE: 1/4"=1'-0"	SHEET NO.



Oculus Inc.



OWNER: JAMES K. TONICK
APPLICANT: MOHAMED SHARAF
PLAN PREPARER: OCULUS INC.
KARL ROTH
SENIOR PROJECT DESIGNER
karlr@oculusinc.com
608.957.3514

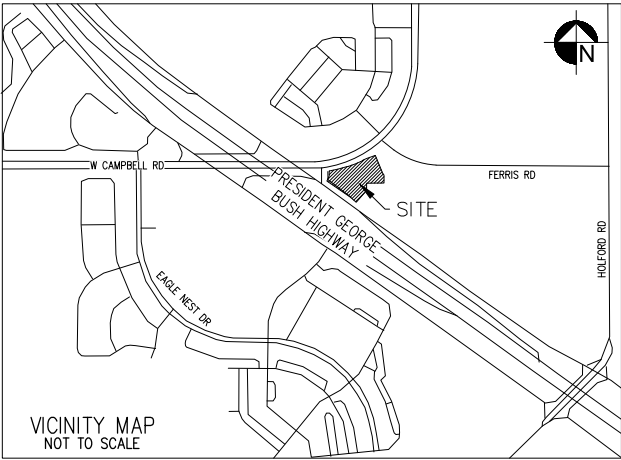
PROJECT/LOCATION:
GATEWAY OF GARLAND
6530 N. President George Bush Highway
Garland TX

TITLE: CANOPY ELEVATIONS
CASE #: 220603-0
EXIST. ZONING: PD 01-23
OPTION 10.2
DATE: MARCH 15, 2023

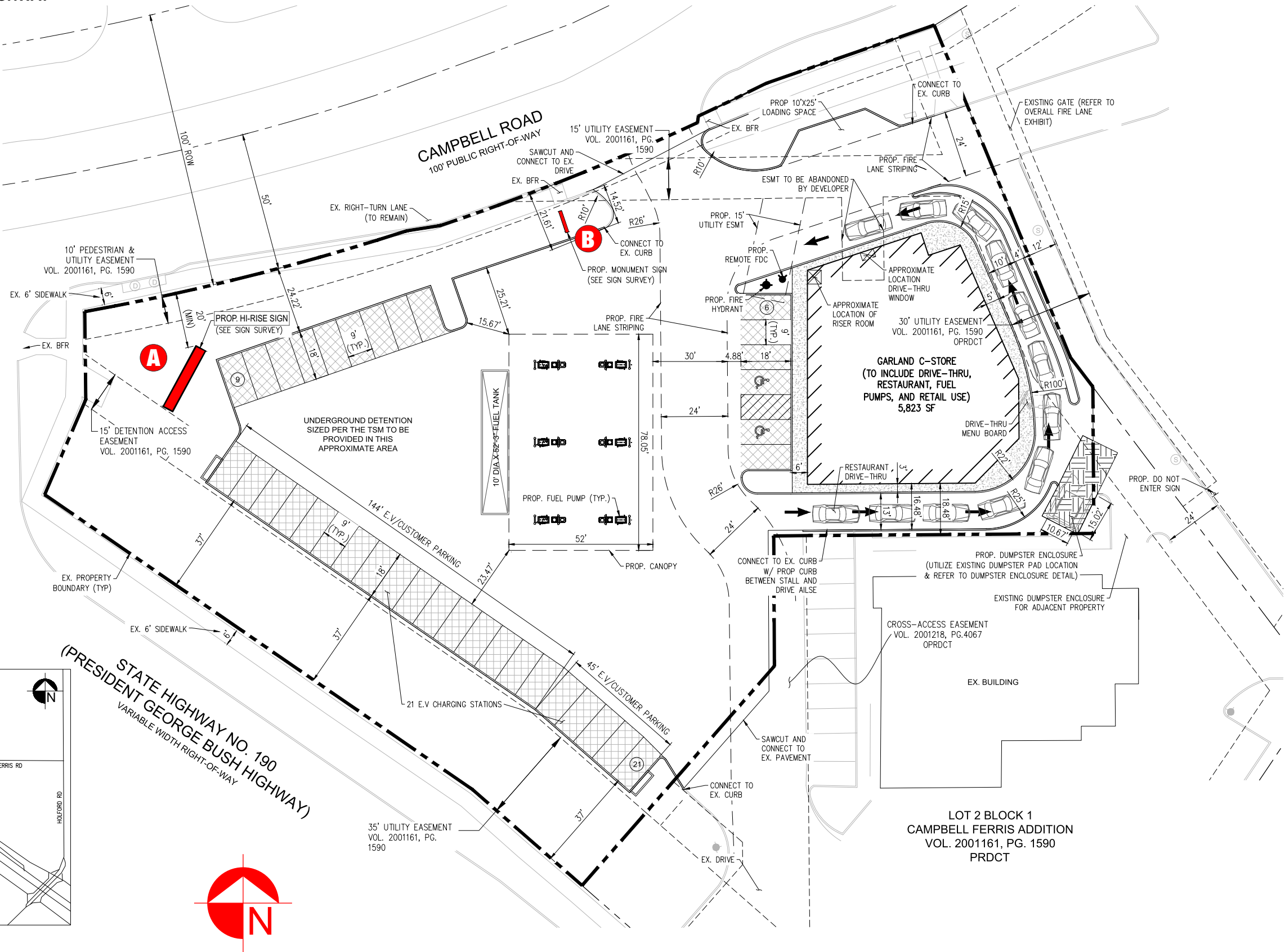
VICTRON-SHELL CASE# 220630-2
GATEWAY OF GARLAND
6530 N. PRESIDENT GEORGE BUSH HIGHWAY
GARLAND, TX 75044

- A HI-RISE SIGN
- B MONUMENT

EXHIBIT F



SITE PLAN



TEXAS REPUBLIC
SIGNS

2211 PECH RD HOUSTON TX 77055
832-727-5415
TEXASREPUBLICSIGNS.COM

Customer:
VICTRON-SHELL CASE # 220630-2
GATEWAY OF GARLAND

Address:
6530 N. PRESIDENT GEORGE
BUSH HIGHWAY
GARLAND, TX 75044

City of Jurisdiction:
CITY OF GARLAND

Designer:
JORGE

Date Created:
08.17.22

W.O. #:

File Path:
P:\2022 JOBS\PI\One 9\One 9 # 1376 -
Blytheville, AR\PRELIM DRAWINGS

REVISIONS

- Rev 10: 02-23-23 Revised ST A, & site plan. -JG
- Rev 11: 02-28-23 Revised ST A, -JG
- Rev 12: 03-01-23 Revised ST A, -JG
- Rev 13: 3-17-23 Added ST C, D & E (wall signs) per client request.. - AR
- Rev 14: 04-19-23 Revised ST A, To 22 ft O.A.H. -JG

CUSTOMER APPROVAL

Todd Signature:

Date:

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODE. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS

AMPS: VOLTS: CIRCUITS:

SCALE: 1:469

SCOPE OF WORK:

- PROVIDE AND INSTALL(1) D/F LED INTERNALLY ILLUMINATED SIGN
- SHELL SIGN WILL BE ALL ALUMINUM CABINET FILLER AND RETAINERS FACES WILL BE FLEX WITH PRINTED GRAPHIC INTERNALLY ILLUMINATED WITH WHITE LEDs.
- TWO PRODUCT FUEL DIGITAL PRICER
- QSR SIGN WILL BE ALL ALUMINUM CABINET FILLER AND RETAINERS INTERNALLY ILLUMINATED WITH WHITE LEDs.
- ILLUMINATED GATEWAY SIGN LOGO MOUNTED TO POLE COVER (NO CLOUD BACKGROUND PANEL)
- ALL ALUMINUM POLE COVER
- INSTALL NEW STEEL PIPE IN CONCRETE FOUNDATION. DEPTH OF FOUNDATION TO BE DETERMINED BY ENGINEER LICENSED IN THE STATE OF TEXAS.

EXHIBIT

COLOR LEGEND

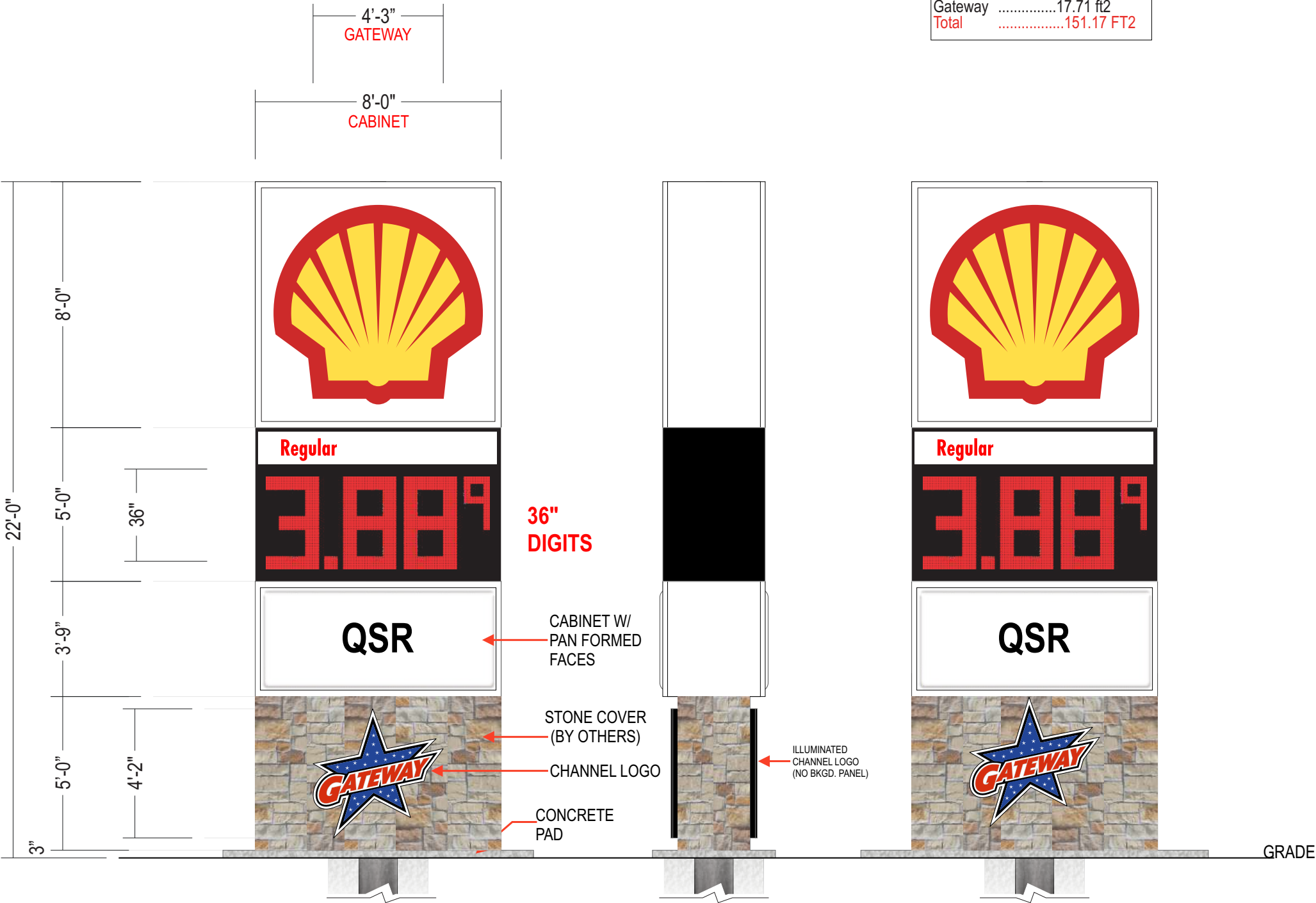
- PAINT COLORS
- 1: SHELL WARM WHITE
- VINYL COLORS TO MATCH
- 1: SHELL WARM WHITE
 - 2: SHELL YELLOW- PMS # 116 C TRANS VINYL - 3630-015 YELLOW
 - 3: SHELL RED - PMS # 485 C TRANS VINYL - 3630-143 POPPY RED

COLOR LEGEND

- PAINT COLORS
- 1: DK GRAY
 - 2:PMS 428C LT GRAY
 - 3: SILVER
 - 4: BLACK
- VINYL COLORS
- DIGITALLY PRINTED GRAPHIC



Shell	64.0 ft2
Pricer	40.0 ft2
QSR	30.0 ft2
Gateway	17.71 ft2
Total	151.17 FT2



ELEVATION

SCALE: 1/4" = 1'-0"

TEXAS REPUBLIC SIGNS

2211 PECH RD HOUSTON TX 77055
832-727-5415
TEXASREPUBLICSIGNS.COM

Customer:

VICTRON-SHELL CASE # 220630-2
GATEWAY OF GARLAND

Address:

6530 N. PRESIDENT GEORGE
BUSH HIGHWAY
GARLAND, TX 75044

City of Jurisdiction:

CITY OF GARLAND

Designer:

JORGE

Date Created:

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Blytheville, AR\PRELIM DRAWINGS

REVISIONS

Rev 10: 02-23-23 Revised ST A,
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-JG

Rev 12: 03-01-23 Revised ST A,
-JG

Rev 13: 3-17-23 Added ST C, D &
E (wall signs) per client request.. - AR

Rev 14: 04-19-23 Revised ST A,
To 22 ft O.A.H. -JG

CUSTOMER APPROVAL

Todd Signature:

Date:

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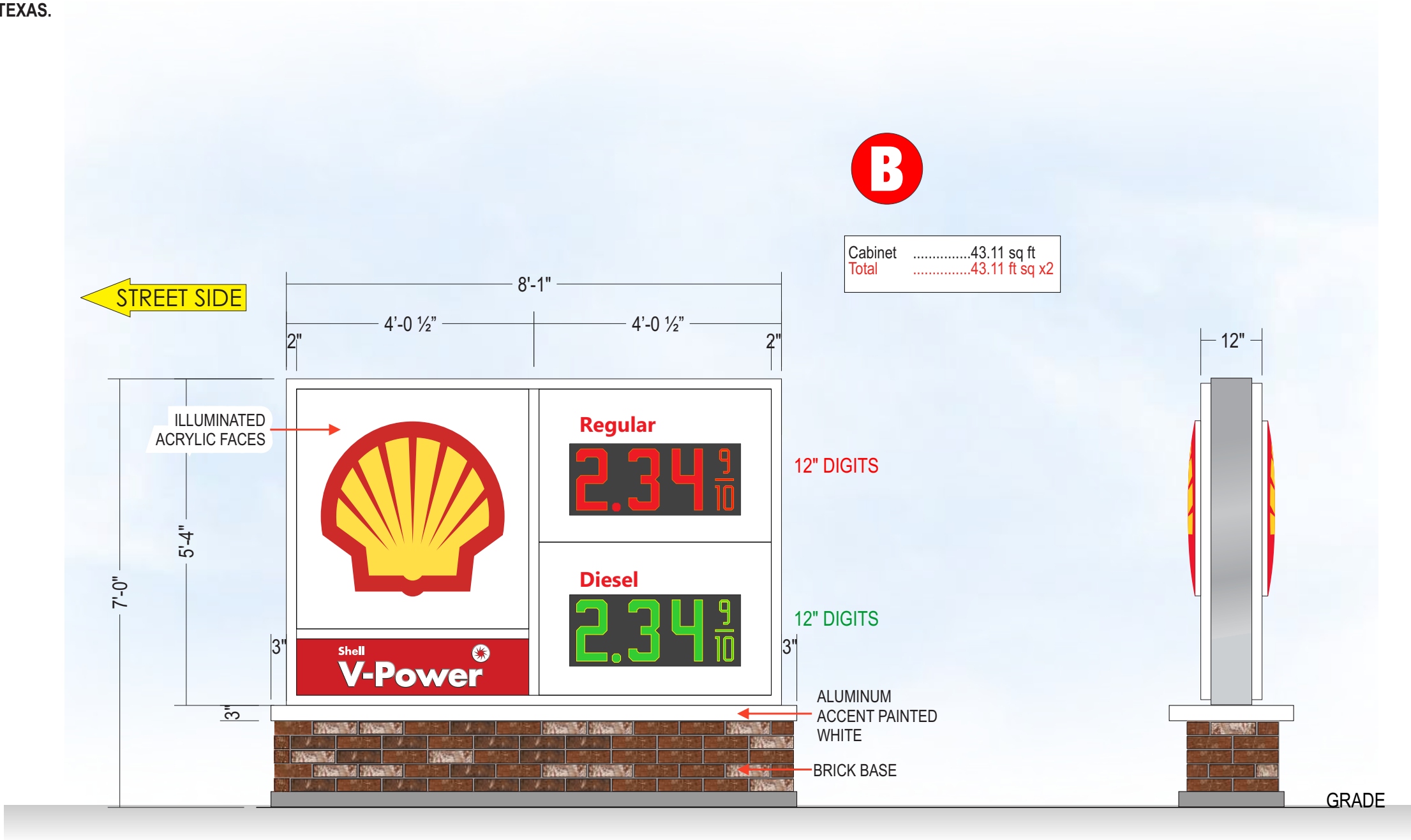
ELECTRICAL REQUIREMENTS

AMPS: VOLTS: CIRCUITS:



SCOPE OF WORK:

- PROVIDE AND INSTALL(1) D/F ILLUMINATED MONUMENT SIGN
- INSTALL NEW STEEL PIPE IN CONCRETE FOUNDATION. DEPTH OF FOUNDATION TO BE DETERMINED BY ENGINEER LICENSED IN THE STATE OF TEXAS.



ELEVATION

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

TEXAS REPUBLIC
SIGNS

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ELECTRICAL REQUIREMENTS

AMPS: VOLTS: CIRCUITS:

EXHIBIT F



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

4.

Meeting Date: 05/02/2023

Item Title: Request for Adoption of Valoris Healthpark Streetscape Masterplan

Submitted By: Ayako Schuster, Economic Development Director

Summary of Request/Problem

Council is requested to adopt the Valoris Healthpark Streetscape Masterplan. Final adjustments and marketing level renderings have been added to the masterplan. Adoption will allow the City to begin planning and phasing the next steps of the improvements for the area with the end goal of attracting a community hospital to the district. This item was presented during the March 20, 2023 Work Session.

Recommendation/Action Requested and Justification

Staff requests adoption of the Valoris Healthpark Streetscape Masterplan.

Attachments

Valoris Healthpark Streetscape Masterplan



VALORIS HEALTH PARK

MASTERPLAN DESIGN | APRIL 12, 2023



INDEX

FRAMEWORK

PROJECT SCHEDULE
PROCESS
WHAT WE HEARD
GUIDING PRINCIPLES
SPATIAL OPPORTUNITIES

MASTERPLAN DESIGN

SITE MASTERPLAN
STREETSCAPE DESIGN
PARK DESIGN
ENTRY MONUMENT DESIGN
STREET DESIGN - CIVIL IMPROVEMENTS

APPENDIX

MASSING MODEL RENDERINGS
SITE ASSESSMENTS

SUPPLEMENTAL DOCUMENTS

CIVIL SCHEMATIC DESIGN DRAWINGS



CIVIL



LIGHTING



GRAPHICS

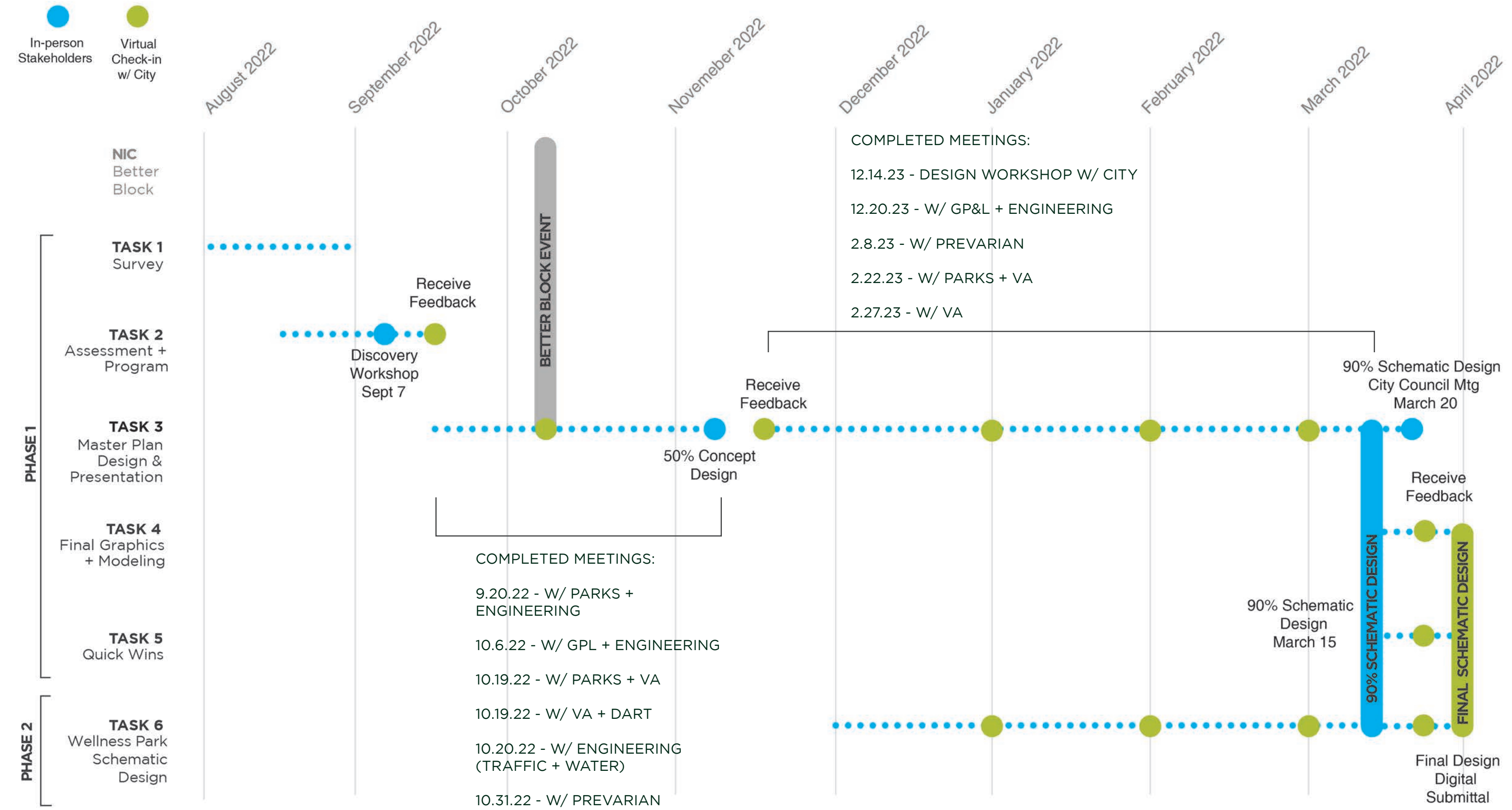


LANDSCAPE

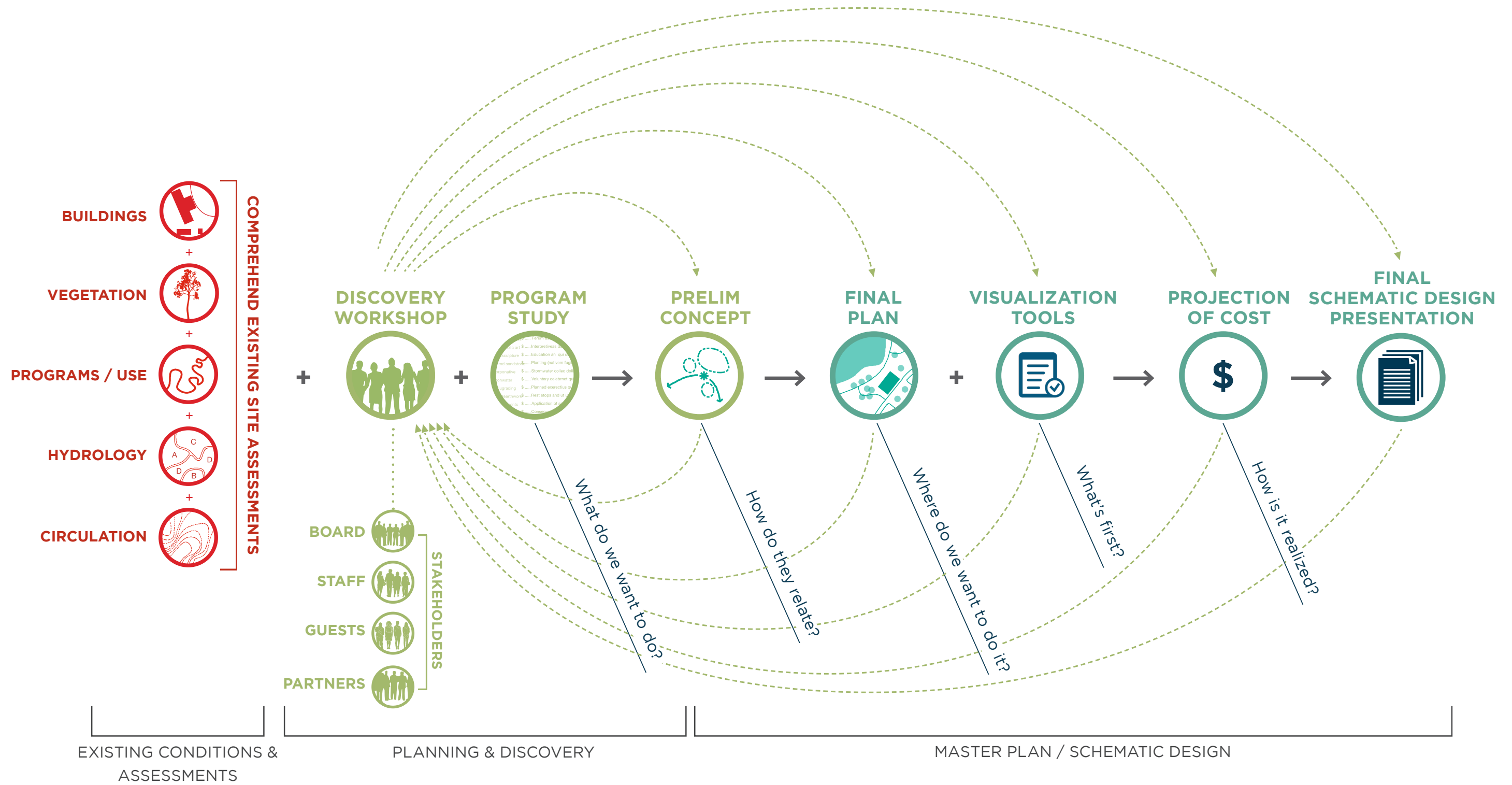
FRAMEWORK

VALORIS HEALTH PARK

PROJECT SCHEDULE + MILESTONES



PROCESS



WHAT WE HEARD

ABOUT VALORIS HEALTHPARK...



Pedestrian safety on and around the site.

Lighting and safety

Lighting could be artful and useful.

Can adjacent properties be purchased as a strategic move for the district?

Parks need to address all potential user groups.

A kiosk for food and drink sales could be a great addition to the district!

There is a need for outdoor space for employees and visitors to use to eat lunch and take breaks.

Unified lighting is important for district identity.

Signage needs to read as a family.

Can proposed utilities go underground?

Interactive lights at the park would be interesting!

Walkability is a big concern in getting to the site.

Lighting along the perimeter of the district is important for the perception of safety.

The roundabout needs a statement piece.

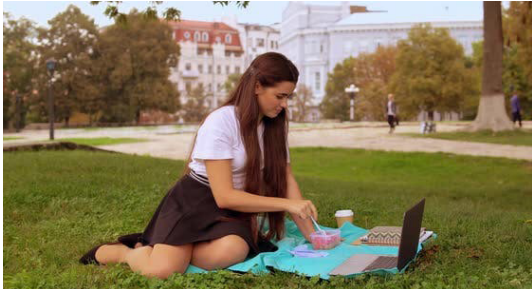
Space for relaxing on breaks

Connect to Duck Creek!

GUIDING PRINCIPLES

THE VALORIS HEALTHPARK WILL...

ACCOMMODATE



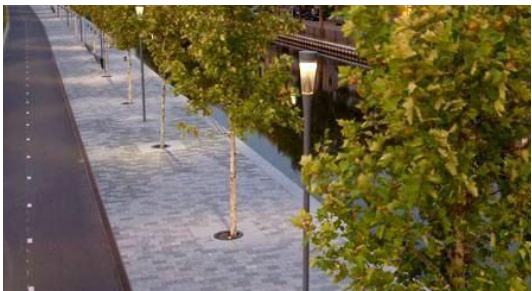
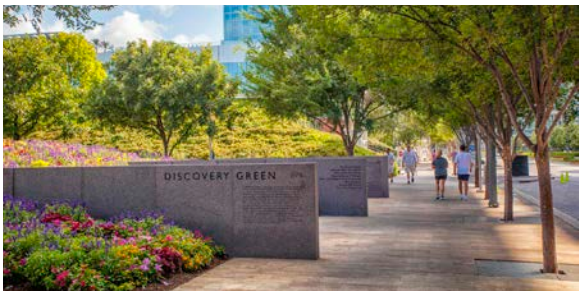
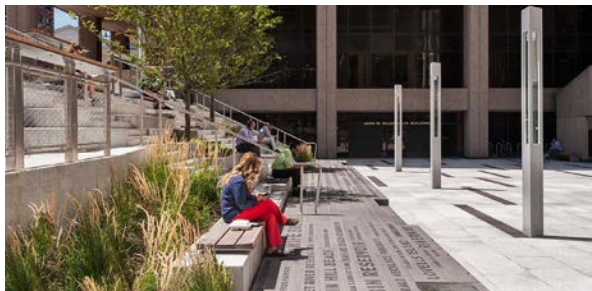
CONNECT



BE A BEACON



UNIFY

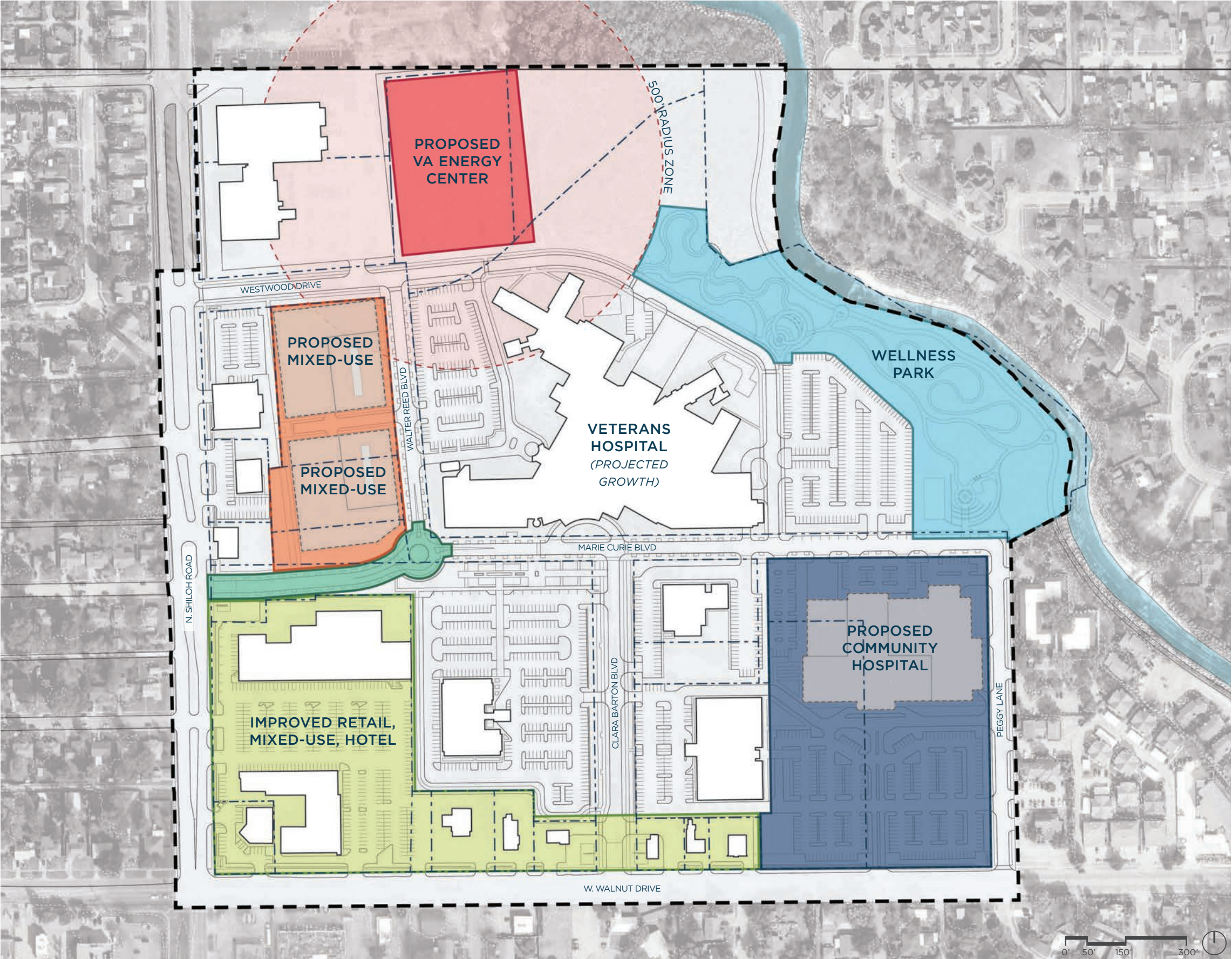


SPATIAL OPPORTUNITIES

FUTURE PROJECTIONS

LEGEND

- Proposed VA Internal Growth
 - Proposed Energy Center (500 ft radius clear zone)
 - Surgical Center, Hospice, Entrance Updates, etc.
- Proposed Mixed-Use Development
 - Owned by Garland Foundation for Development
 - 200,000 sq. ft. Medical Office, Life Science Research, and Parking Garages
- Marie Curie Blvd Extension Roundabout
 - Proposed signal and connection to Shiloh Rd
- Wellness Park
 - Public access and city trail connections
 - Controlled access at VA adjacent park
- Proposed Community Hospital
 - 4 story, 100 bed Community Hospital
- Improved Retail, Mixed-use, or Hotel



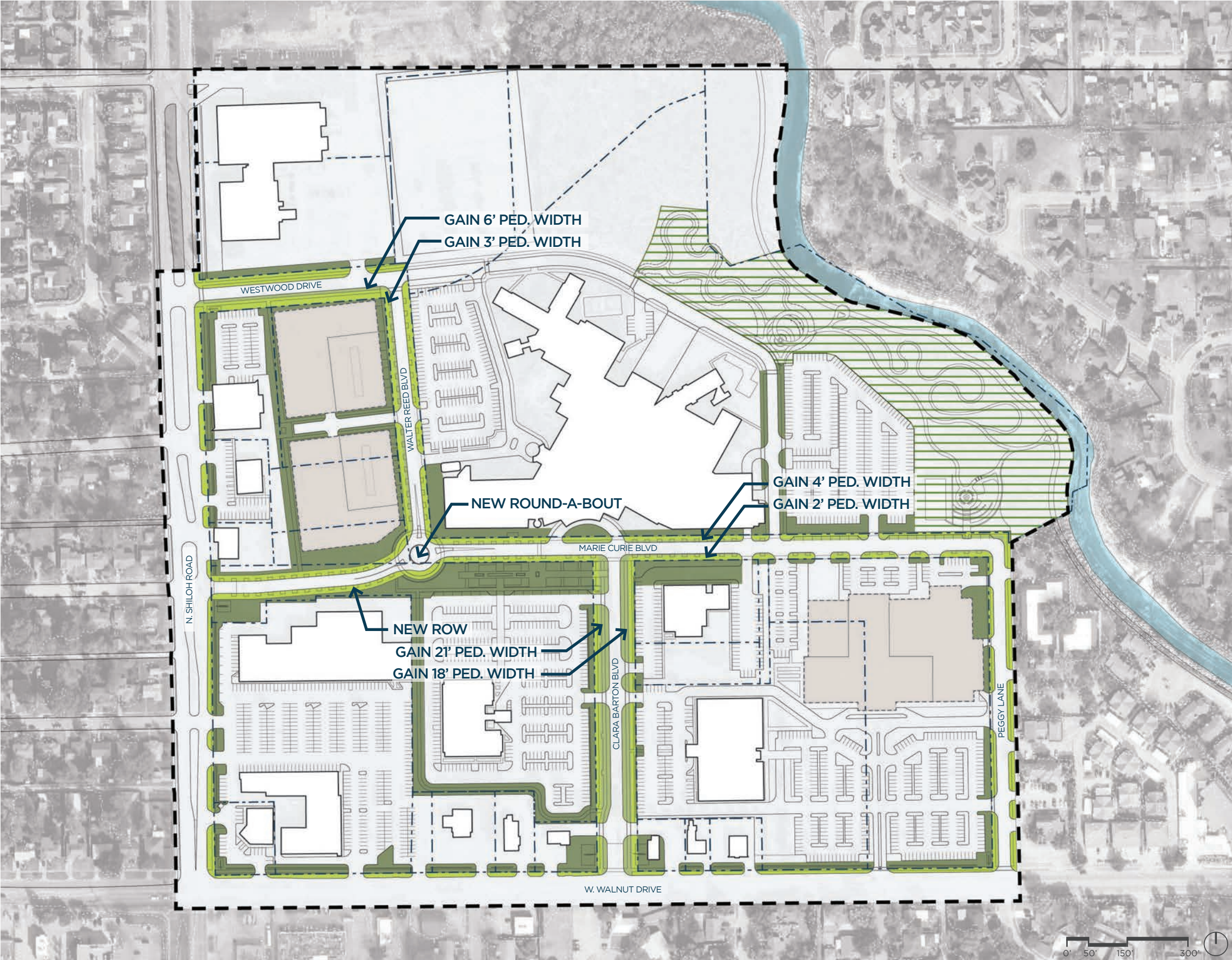
SPATIAL OPPORTUNITIES

ACTIVATING ADJACENT SPACES

- 1. INCREASE ROW PEDESTRIAN SPACE
- 2. AQUIRE PROPERTIES
- 3. LANDSCAPE IMPROVEMENT EASEMENTS
- 4. PARTNER WITH NEIGHBORS

LEGEND

- CURRENT ROW OPEN SPACE
- EXPANDED ROW PED. SPACE
- ADJACENT PROPERTY OPEN SPACE
- WELLNESS PARK OPEN SPACE



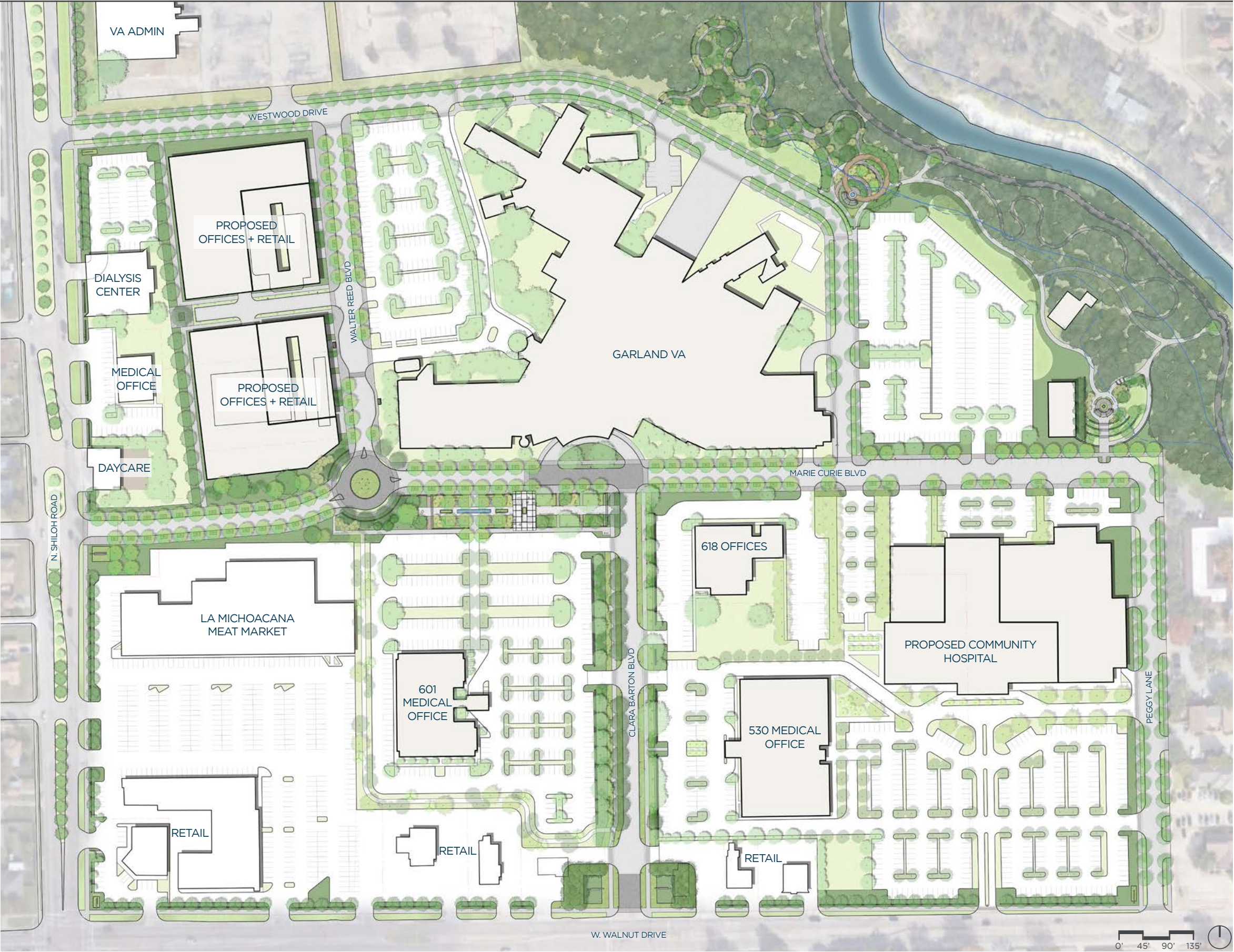
MASTERPLAN DESIGN

VALORIS HEALTH PARK



LANDSCAPE DESIGN

SITE MASTERPLAN

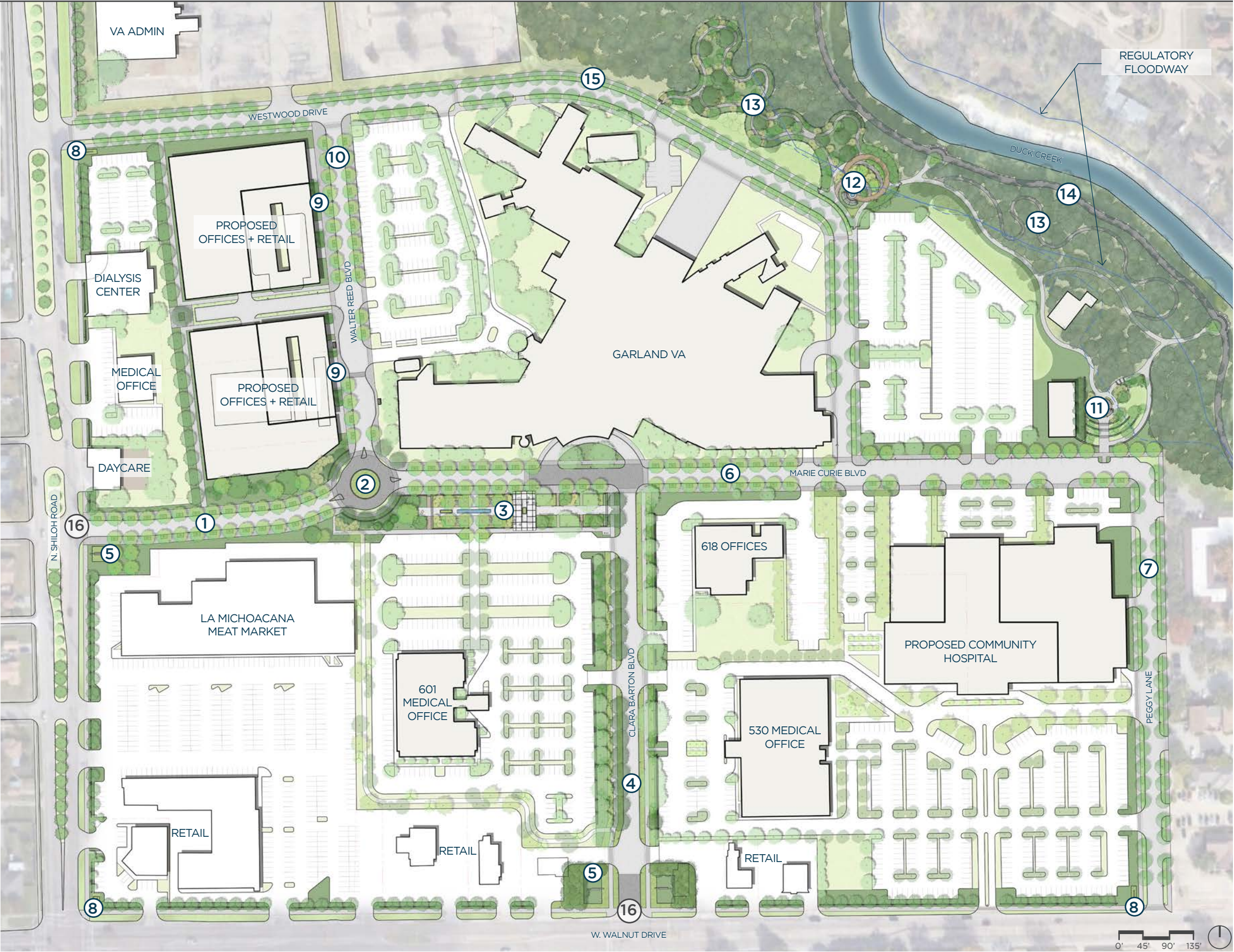


LANDSCAPE DESIGN

SITE MASTERPLAN

LEGEND

- ① PROPOSED MARIE CURIE EXTENSION
- 28'-0" road width w/ 7'-6" sidewalks
- ② PROPOSED ROUNDABOUT
- Enhanced planting w/ light monument
- ③ VALORIS PARK
- Ref. enlargement plan (pg. 49)
- ④ CLARA BARTON ROAD IMPROVEMENTS
- Increased ped. space + enhanced vegetation
- ⑤ PRIMARY ENTRY MONUMENT
- Ref. enlargement plan (pg. 72, 74, 76)
- ⑥ MARIE CURIE ROAD IMPROVEMENTS
- Increased ped. space, pavers + tree wells
- ⑦ PEGGY LANE IMPROVEMENTS
- Increased ped. space + enhanced vegetation
- ⑧ SECONDARY ENTRY MONUMENT
- Ref. enlargement plan (pg. 79 + 82)
- ⑨ RETAIL PEDESTRIAN/ PATIO SPACE
- 15'-0" deep off edge of sidewalk
- ⑩ WALTER REED ROAD IMPROVEMENTS
- Increased ped. space, pavers, + tree wells
- ⑪ WELLNESS PARK PUBLIC PLAZA
- Ref. enlargement plan (pg. 59)
- ⑫ VA HEALING GARDEN
- Ref. enlargement plan (pg. 62)
- ⑬ WELLNESS PARK TRAILS
- 6'-0" gravel trail w/ binder for ADA access
- ⑭ DUCK CREEK TRAIL
- 12'-0" proposed spine trail
- ⑮ VA SERVICE ROAD IMPROVEMENTS
- 8'-0" sidewalks added to both sides
- ⑯ PROPOSED TRAFFIC LIGHTS



LANDSCAPE DESIGN

STREETSCAPE

LEGEND

-  THE PARKWAY
 - Clara Barton Blvd
-  THE CONNECTORS
 - Marie Curie + Walter Reed Blvd
-  SECONDARY ACCESS
 - Peggy Lane + Westwood Drive
-  PRIMARY ENTRY
 - Clara Barton + Marie Curie Blvd
-  SECONDARY ENTRY
 - Peggy Lane + Westwood Drive
-  INTERNAL CONNECTOR NODES
 - Marie Curie Roundabout
 - Valoris Park
 - Wellness Park

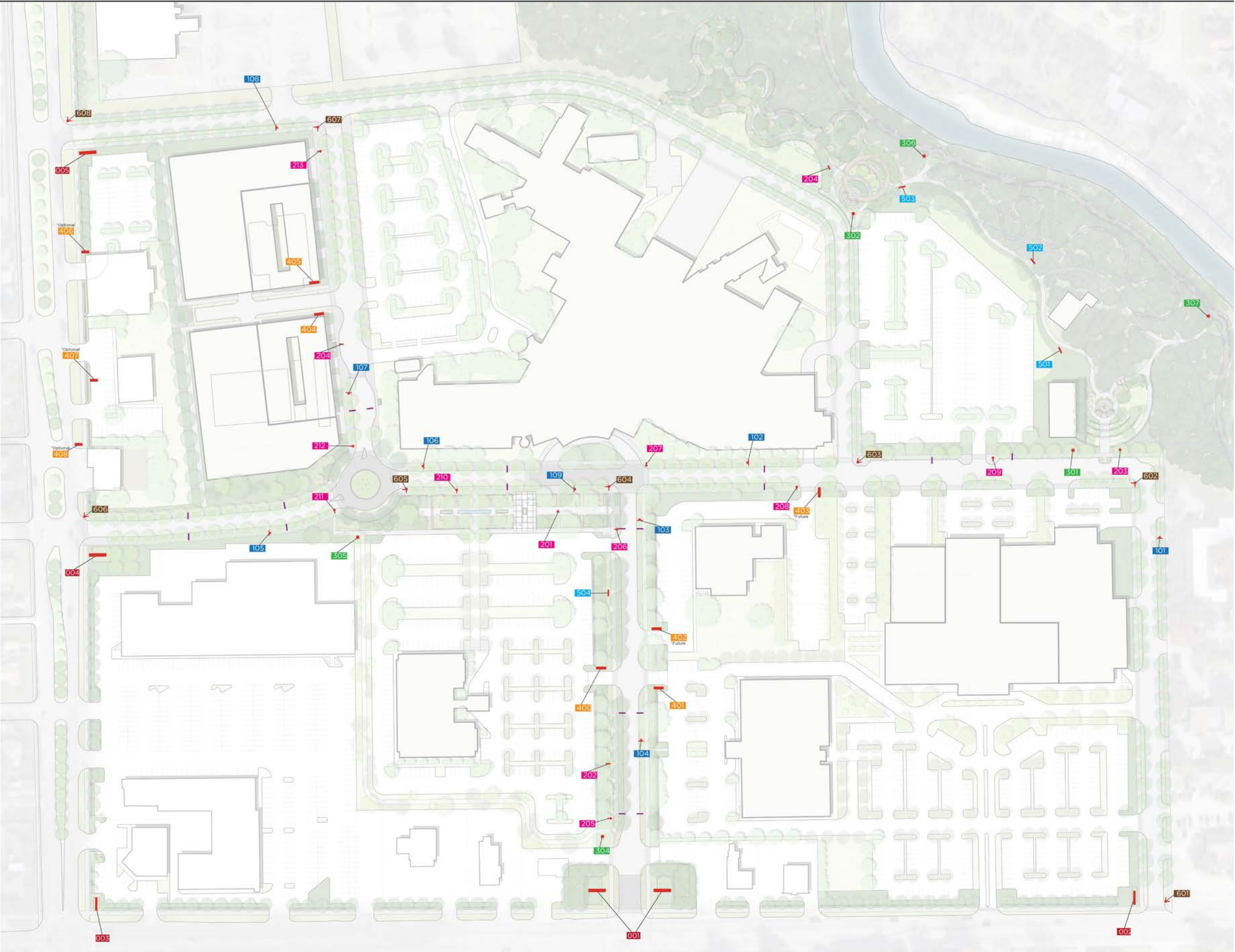


GRAPHICS + WAYFINDING DESIGN

SITE MASTERPLAN

LEGEND

- 001 ENTRANCE SIGNAGE
- 100 VEHICULAR DIRECTIONAL
- 200 PEDESTRIAN SIGNAGE
- 300 TRAIL SIGNAGE
- 400 BUILDING ID
- 500 INTERPRETIVE SIGNAGE
- 600 STREET SIGNS
- BANNERS

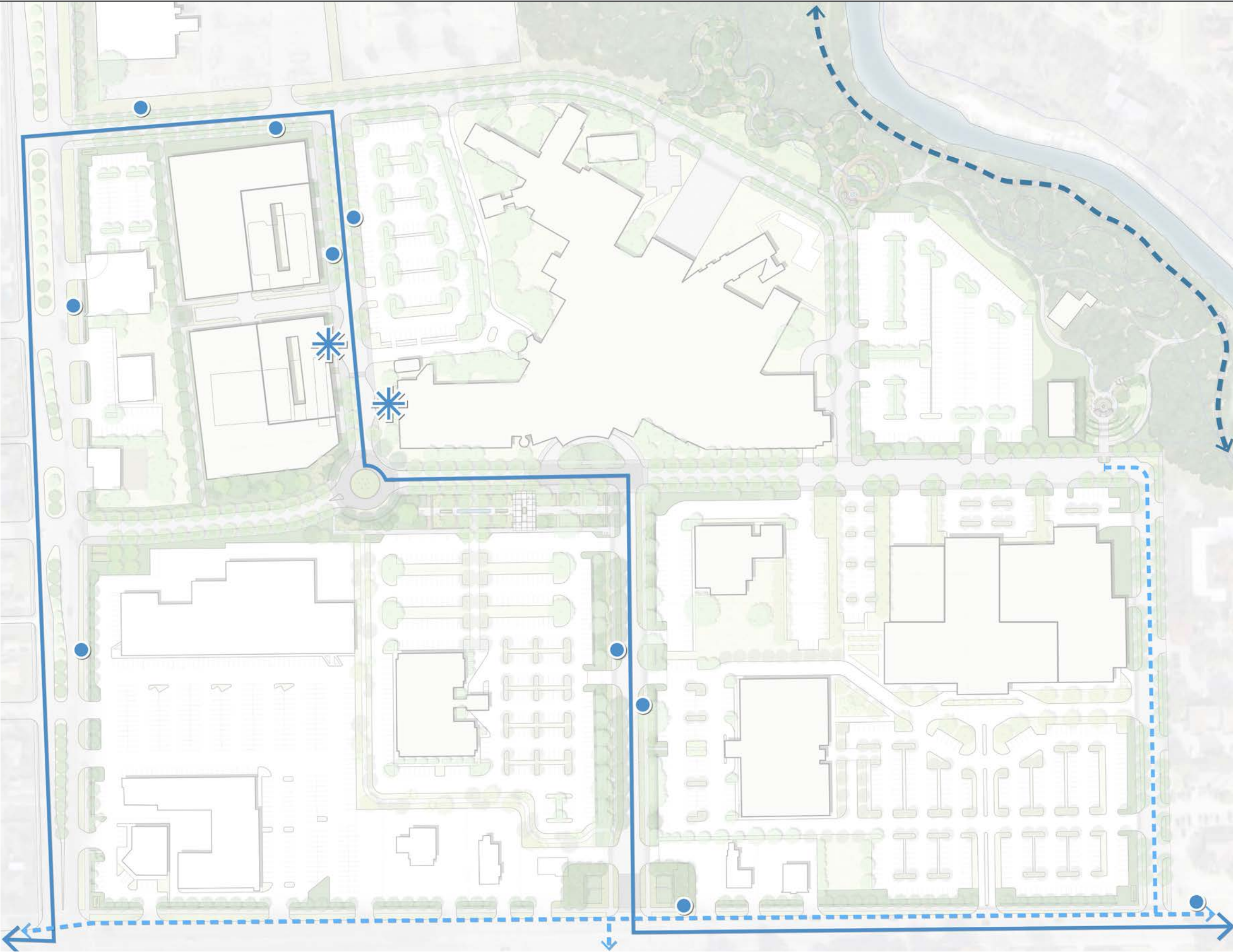


LANDSCAPE DESIGN

ALTERNATE TRANSPORTATION

LEGEND

-  LOCAL DART BUS ROUTE
-  PLANNED ON-STREET BIKEWAY
 - Recommended based on Garland Trails + Bikeways Masterplan and site opportunities
-  PLANNED OFF-STREET TRAIL
 - Per Garland Trails + Bikeways Masterplan
-  DART BUS STOP
 - Sign Only
-  DART BUS STOP SHELTER

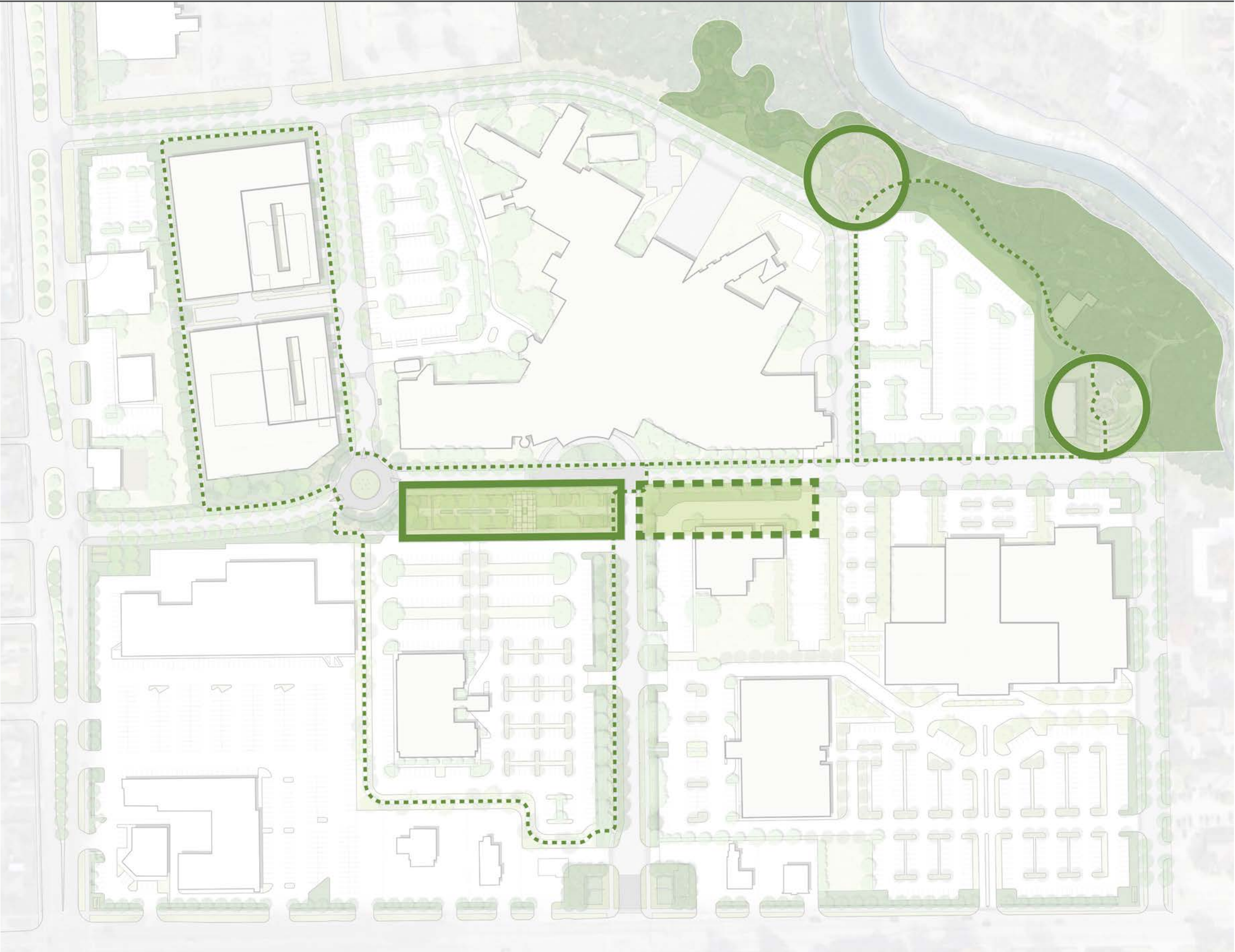


LANDSCAPE DESIGN

PARKS + OPEN SPACE

LEGEND

-  DISTRICT PARK
 - Valoris Park
 - Wellness Park Entry Plazas
-  WELLNESS PARK TRAILS
-  POTENTIAL PARK EXTENSION
 - Pending property aquisition
-  WELLNESS LOOP
 - 1.25 miles total



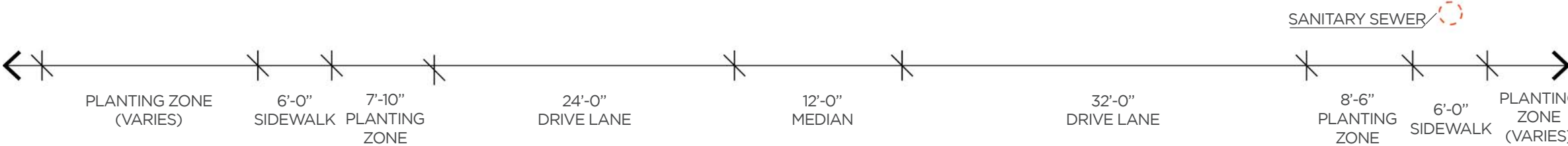
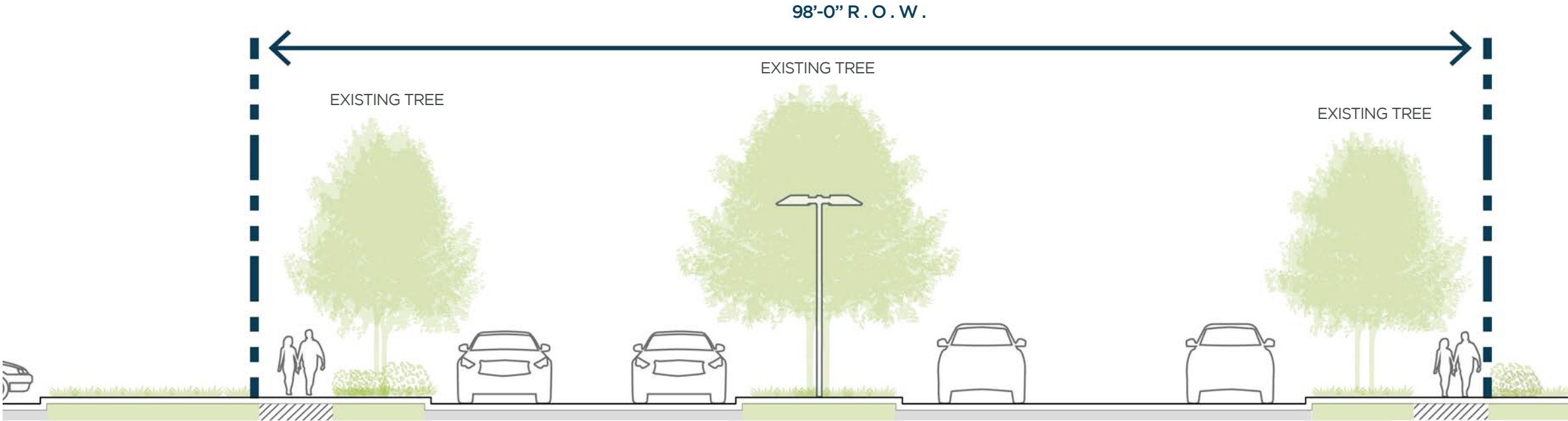
STREETSCAPE DESIGN



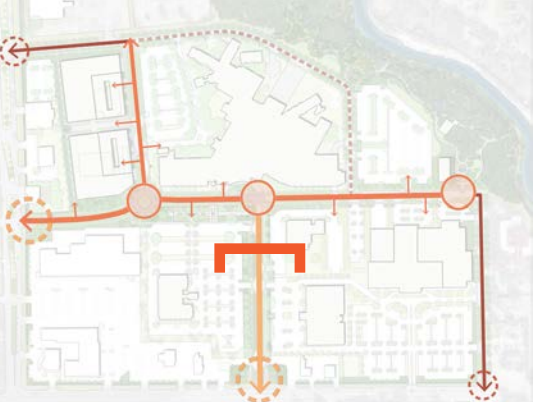
LANDSCAPE DESIGN

THE PARKWAY

EXISTING CLARA BARTON STREETSCAPE



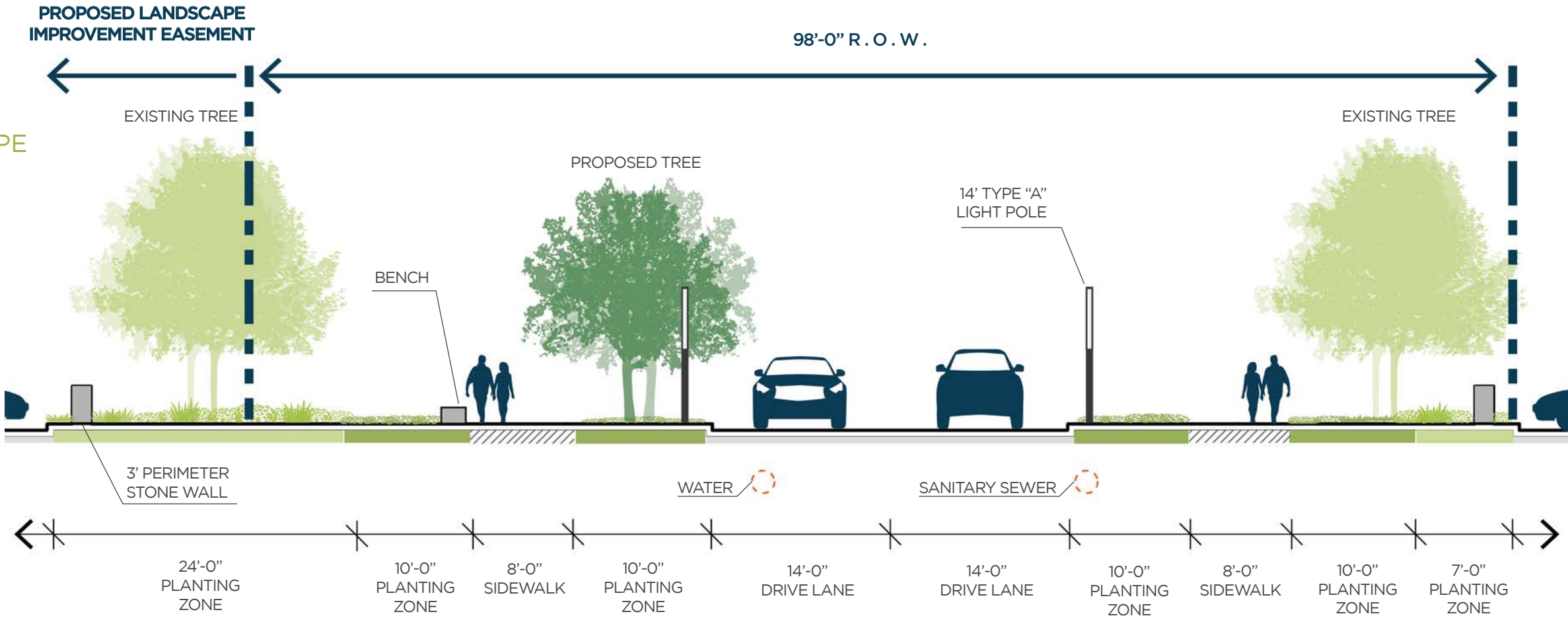
KEY MAP



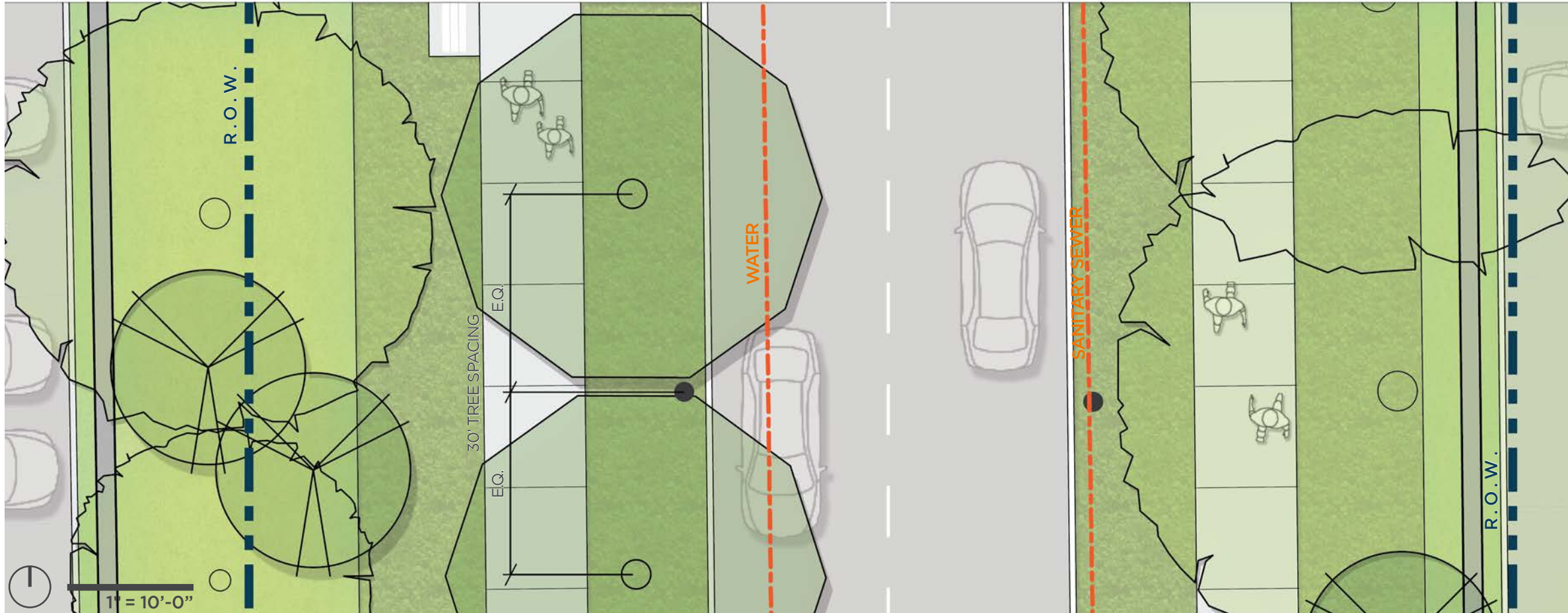
LANDSCAPE DESIGN

THE PARKWAY

PROPOSED CLARA BARTON STREETSCAPE



KEY MAP





LANDSCAPE DESIGN

THE PARKWAY

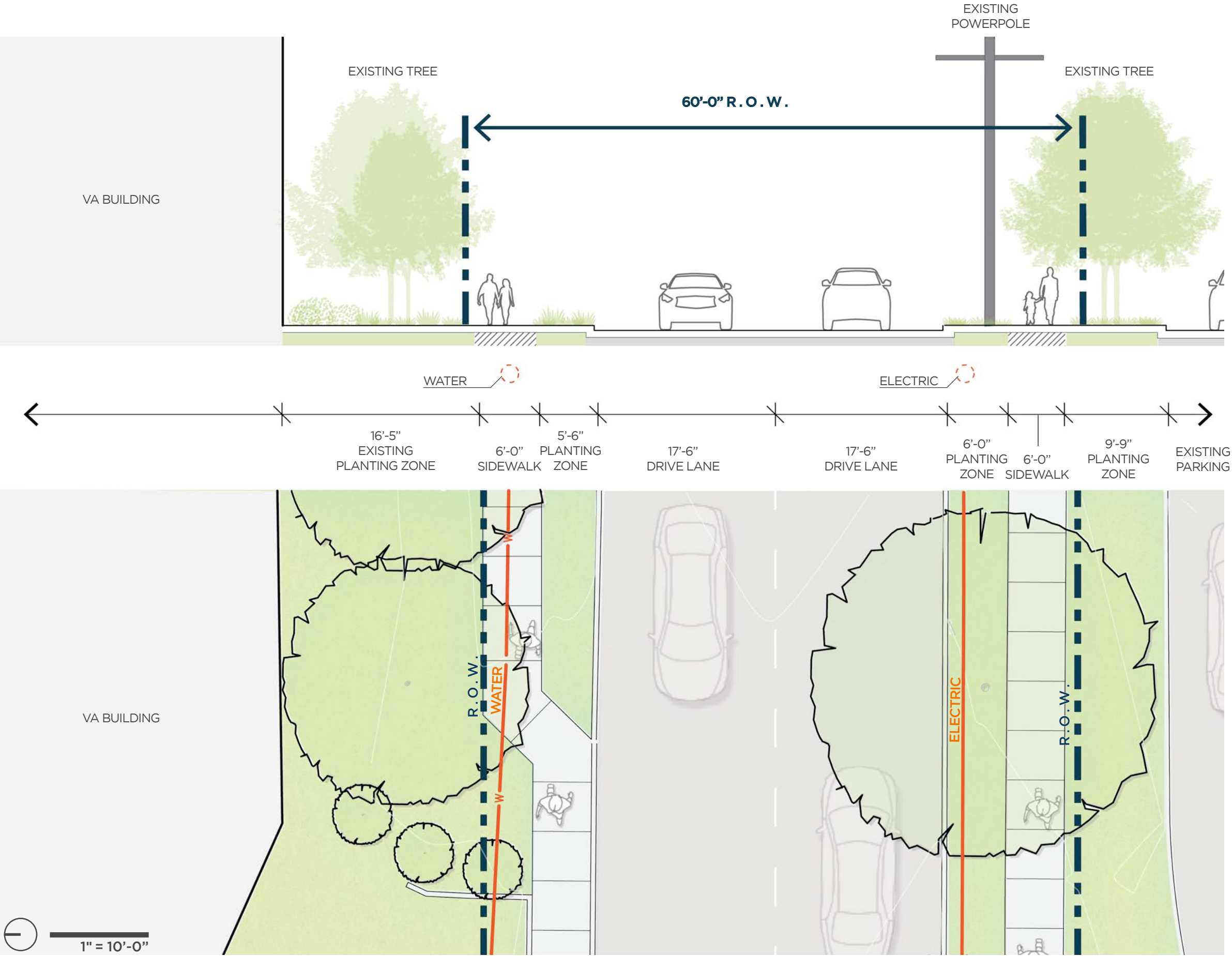
CLARA BARTON IMAGERY



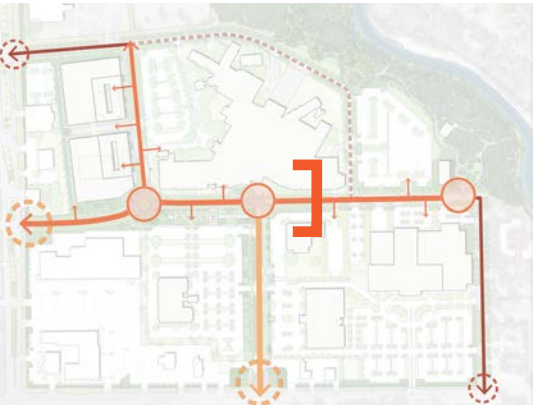
LANDSCAPE DESIGN

THE CONNECTORS

EXISTING MARIE CURIE STREETSCAPE



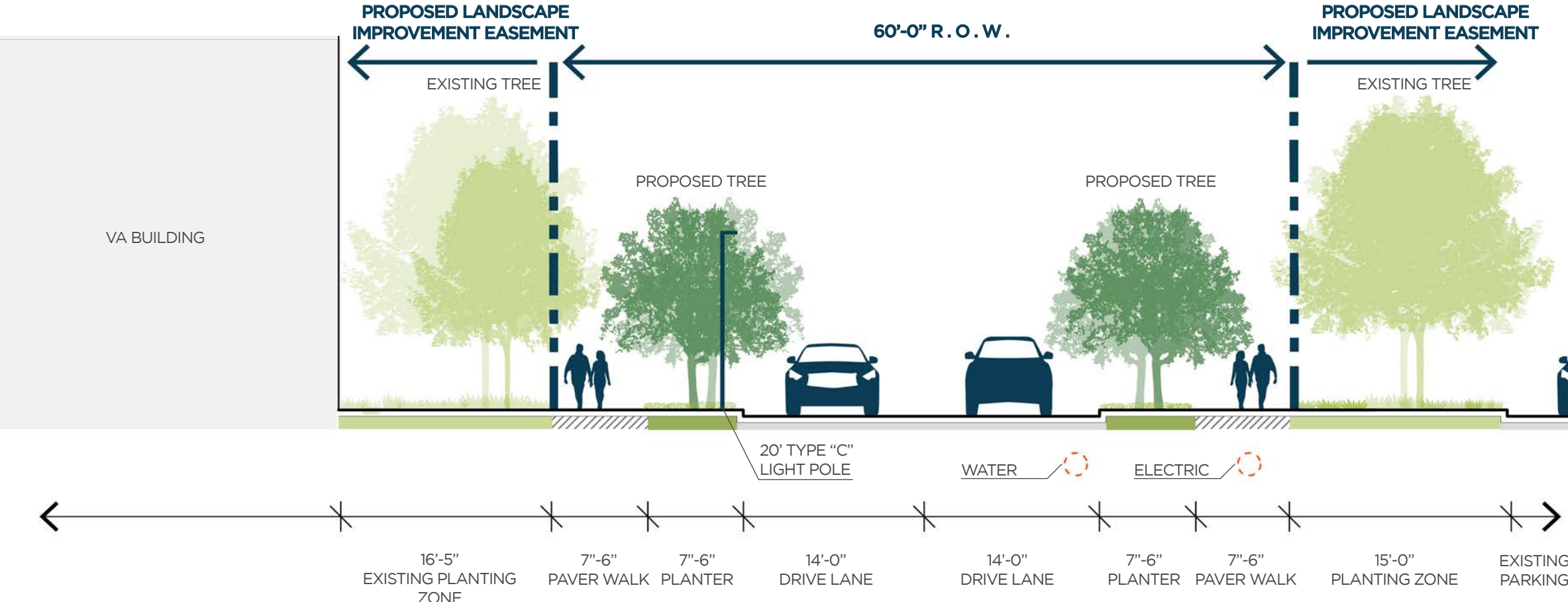
KEY MAP



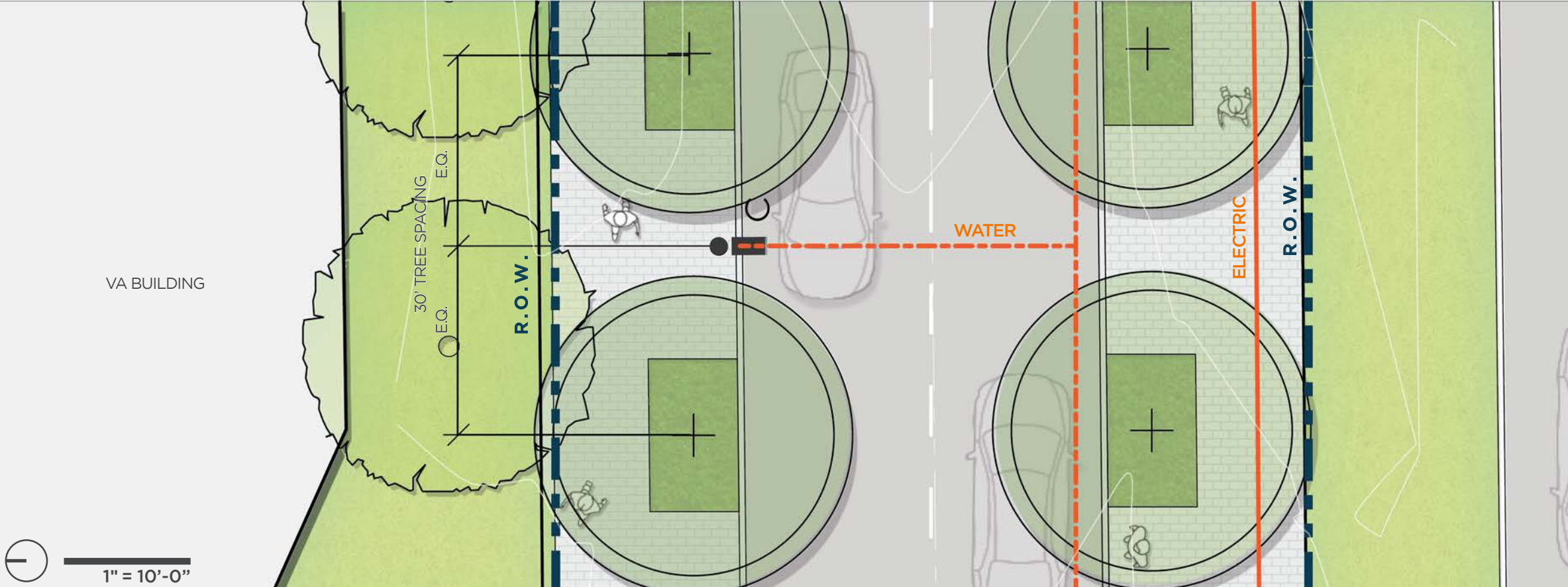
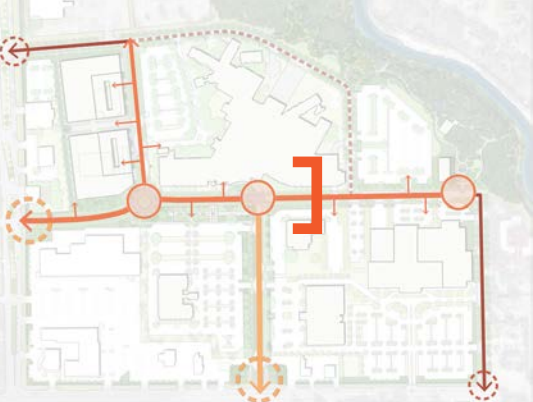
LANDSCAPE DESIGN

THE CONNECTORS

PROPOSED MARIE CURIE STREETSCAPE



KEY MAP

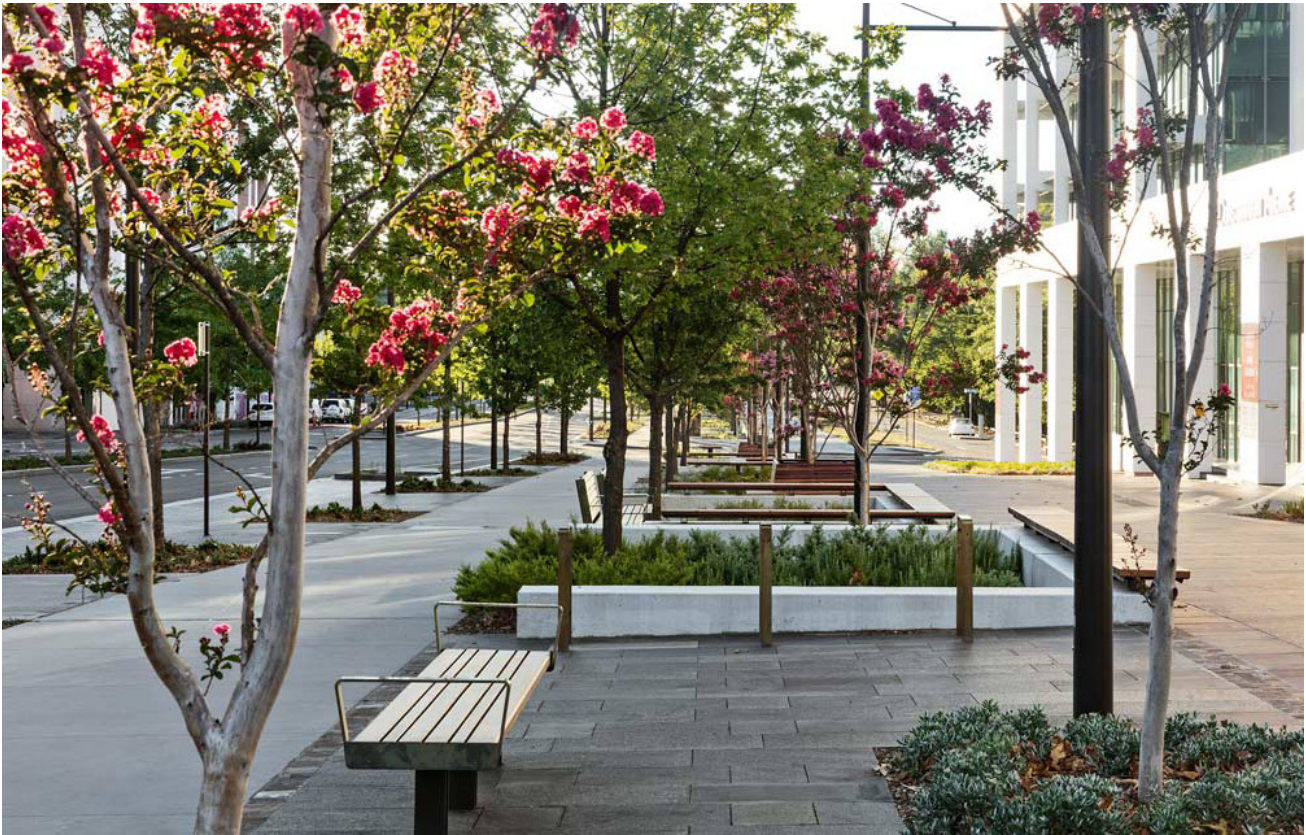




LANDSCAPE DESIGN

THE CONNECTORS

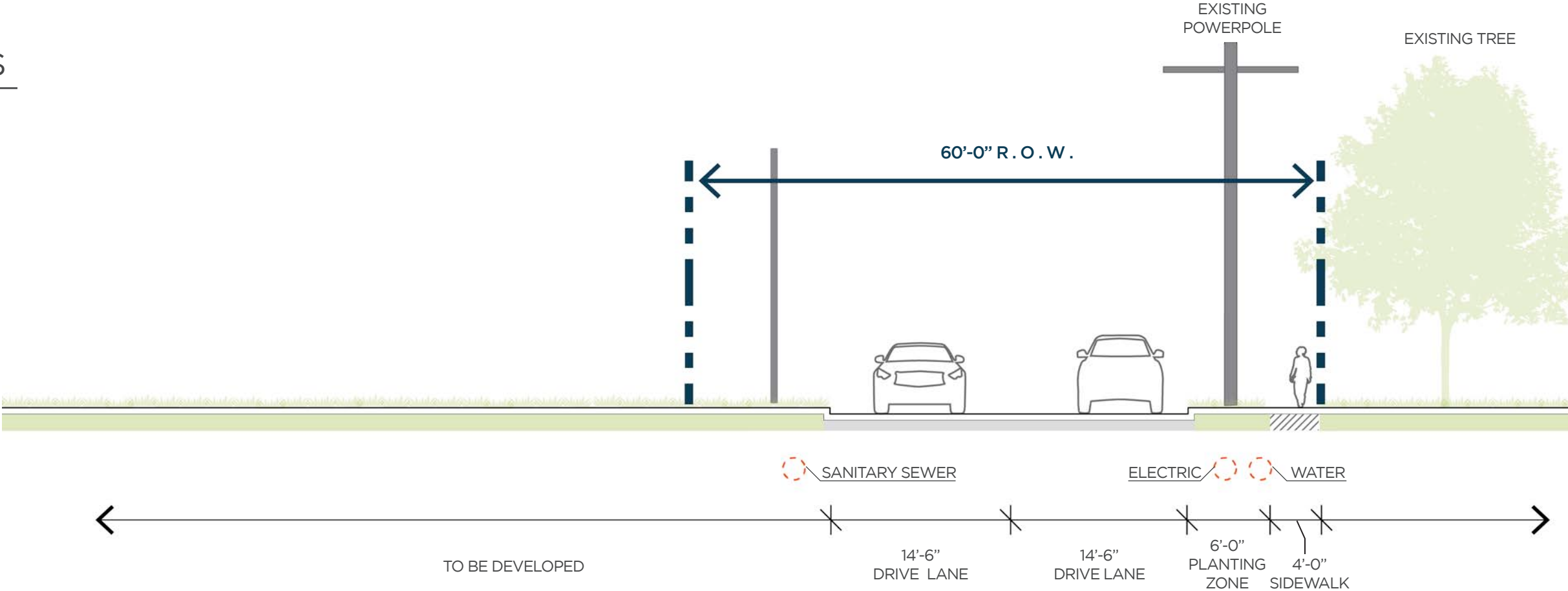
MARIE CURIE + WALTER REED IMAGERY



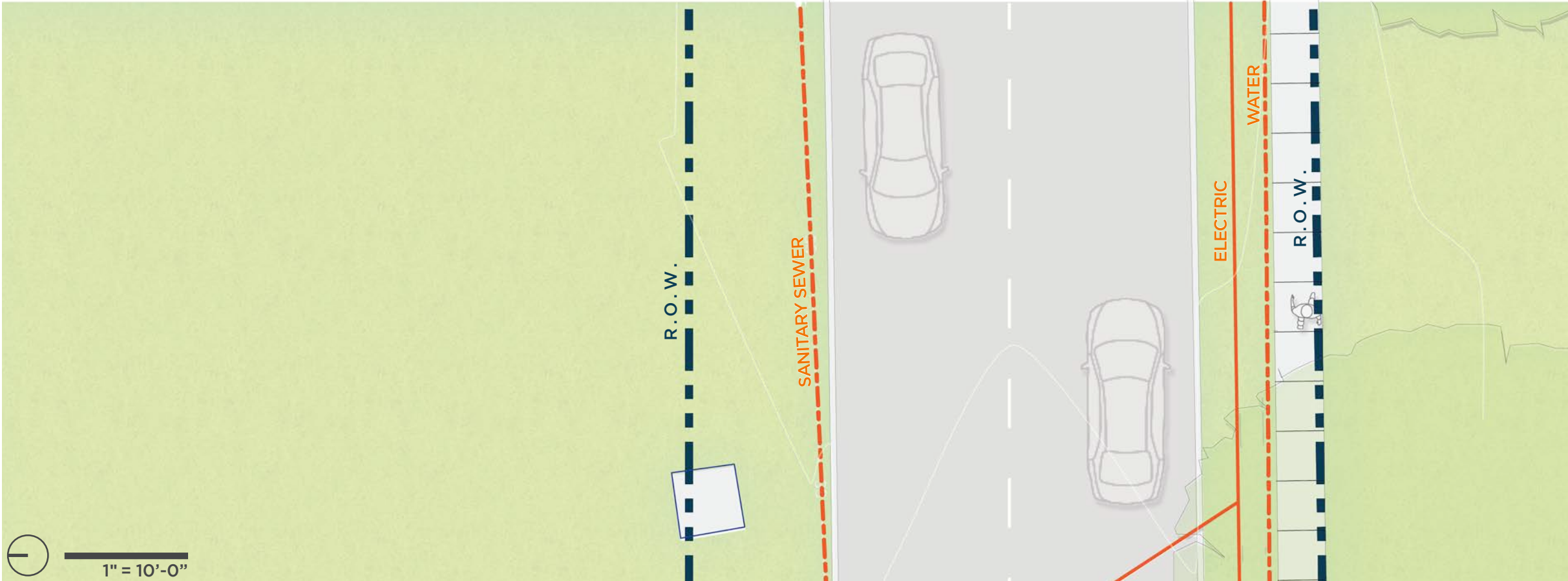
LANDSCAPE PLAN

SECONDARY ACCESS ROUTES

EXISTING PEGGY LANE STREETSCAPE



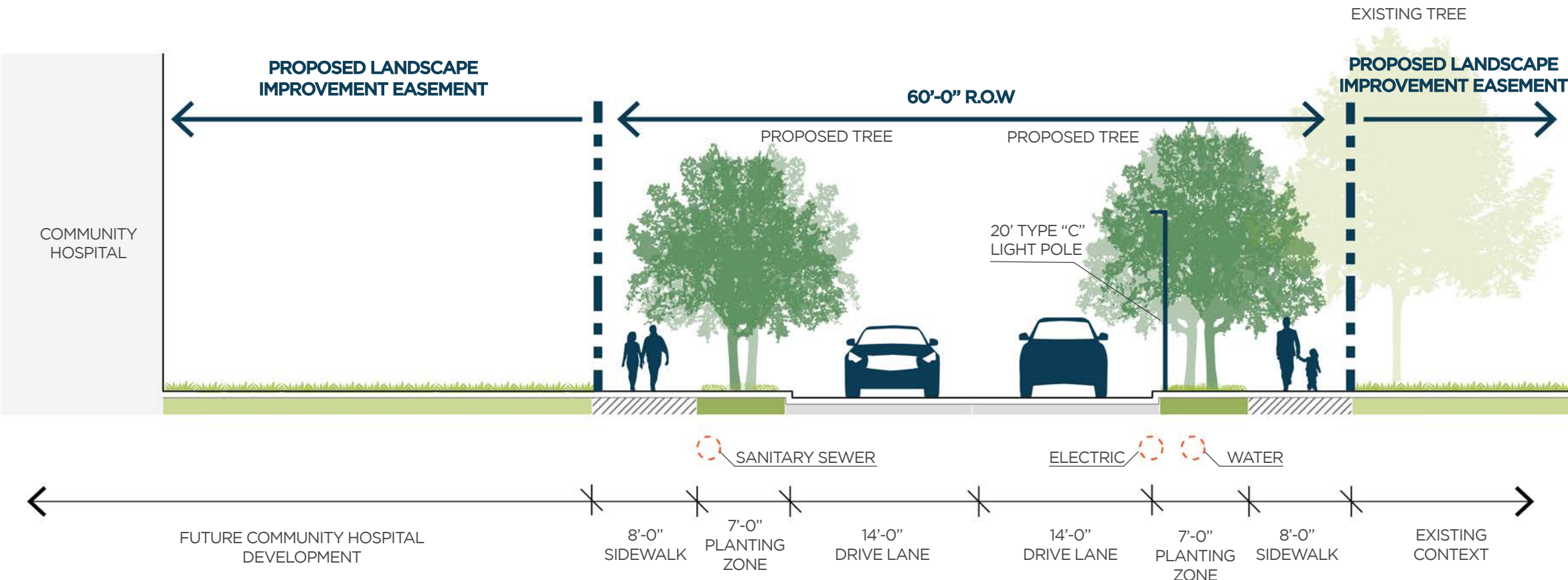
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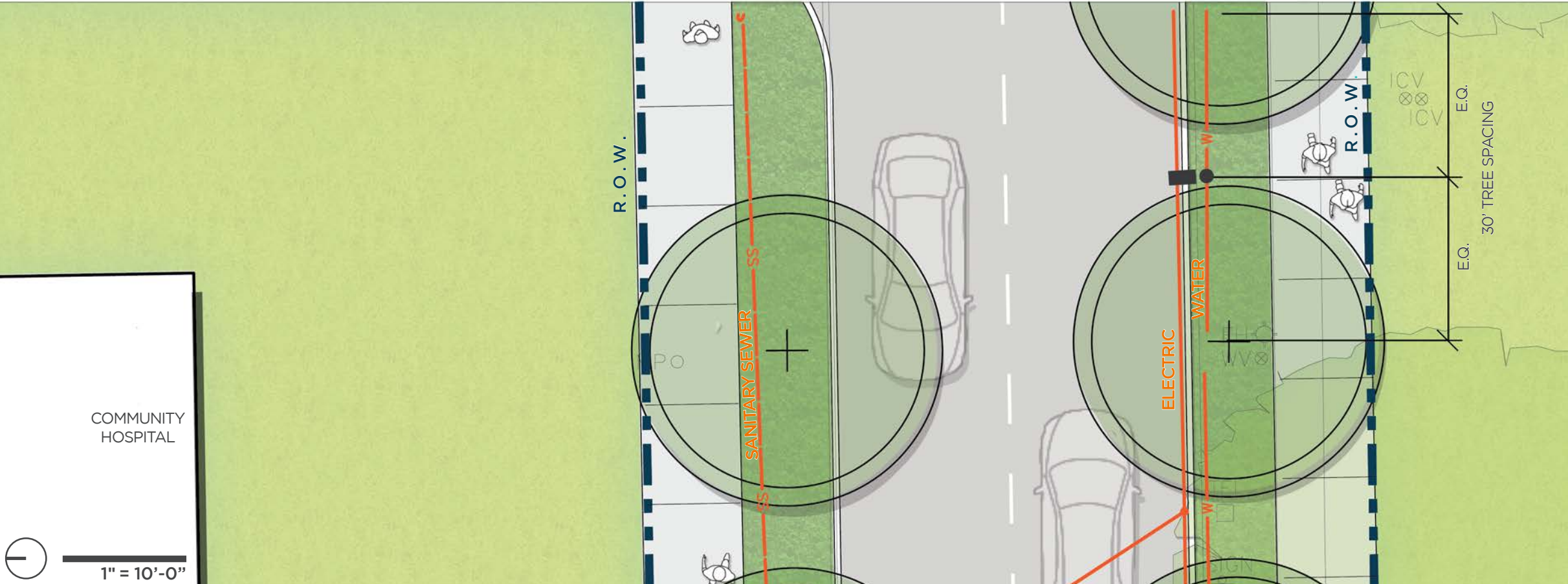
LANDSCAPE PLAN

SECONDARY ACCESS ROUTES

PROPOSED PEGGY LANE STREETSCAPE



KEY MAP



LANDSCAPE PLAN

SECONDARY ACCESS ROUTES

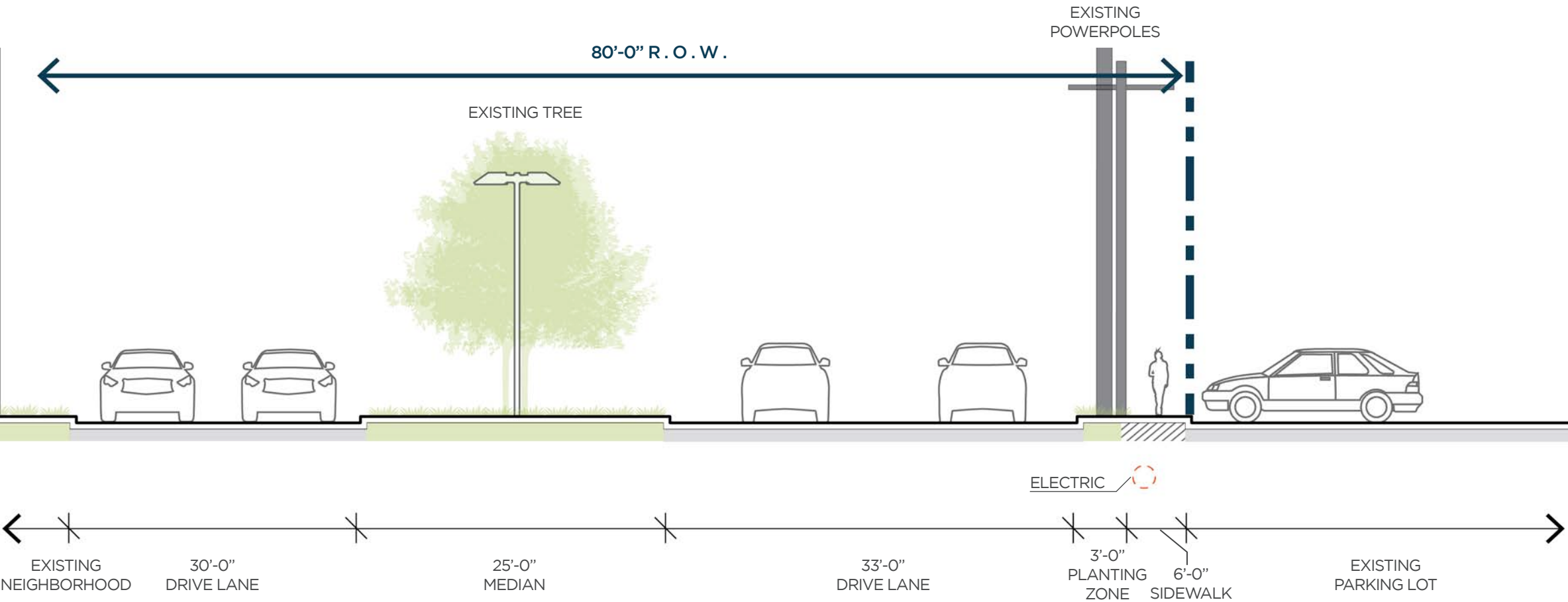
PEGGY LANE + WESTWOOD IMAGERY



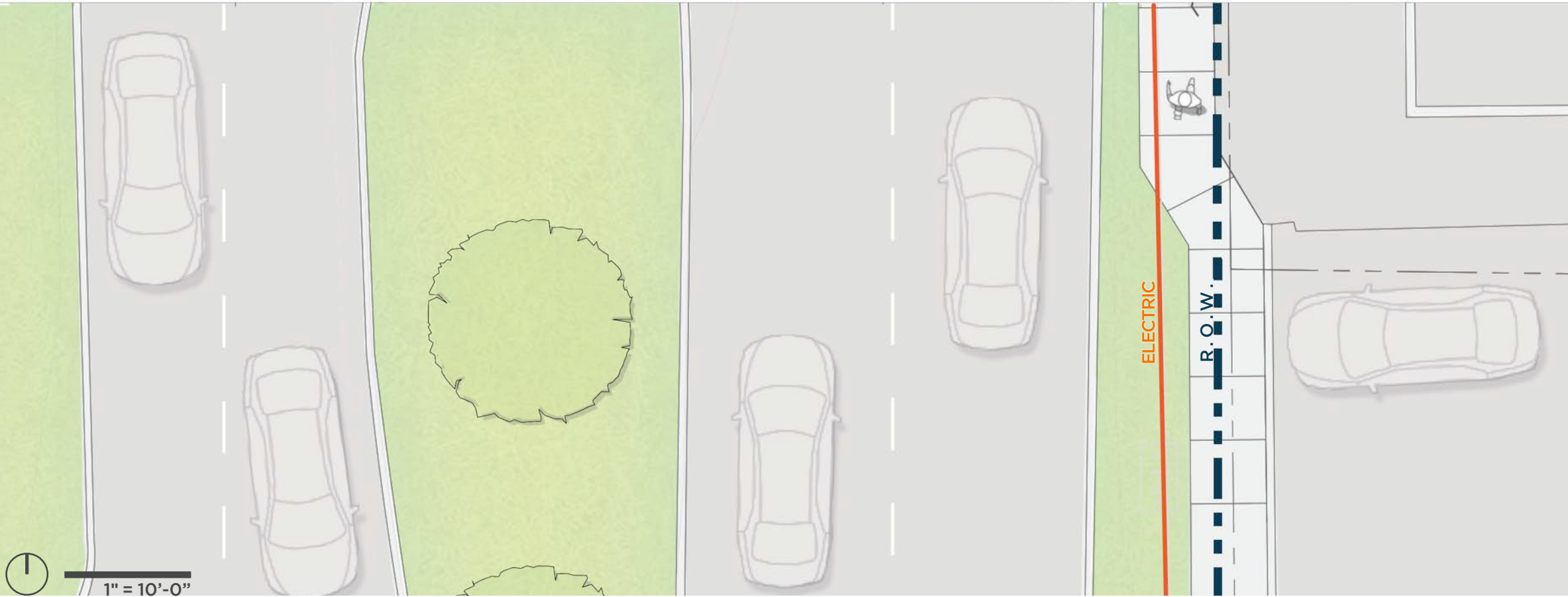
LANDSCAPE PLAN

PERIMETER ROAD

EXISTING SHILOH STREETScape



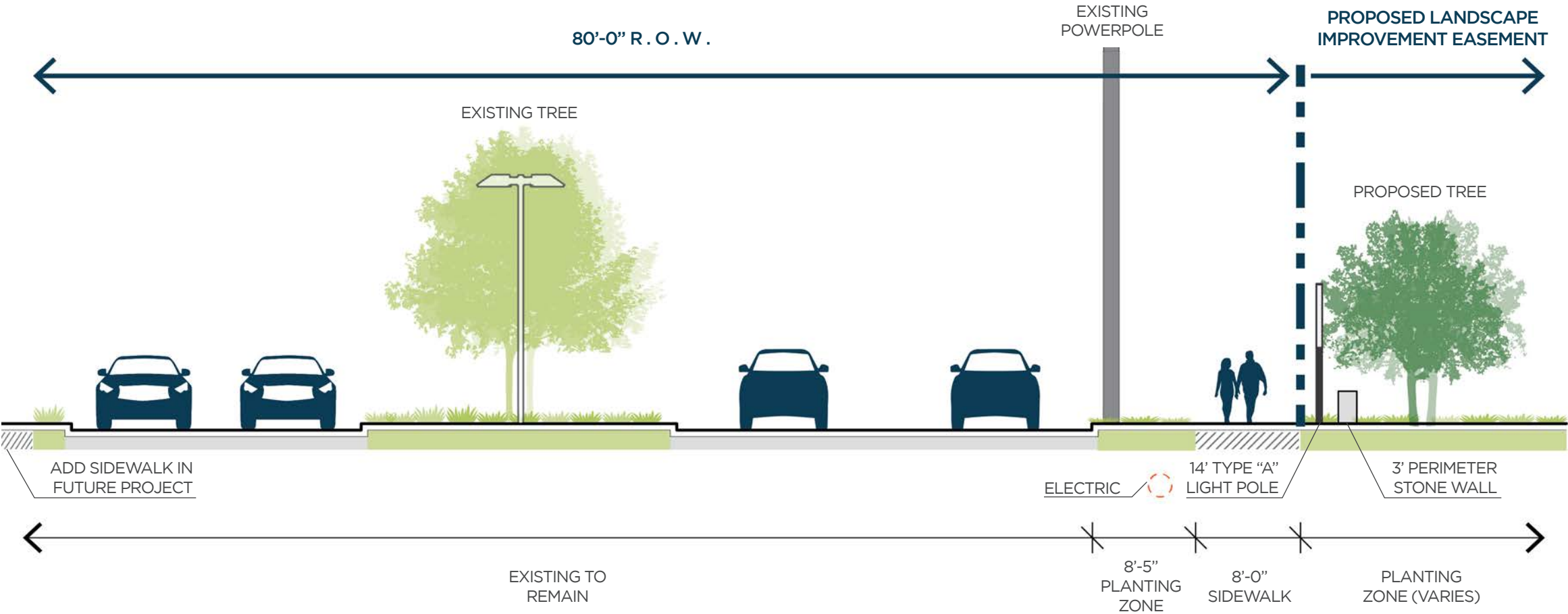
KEY MAP



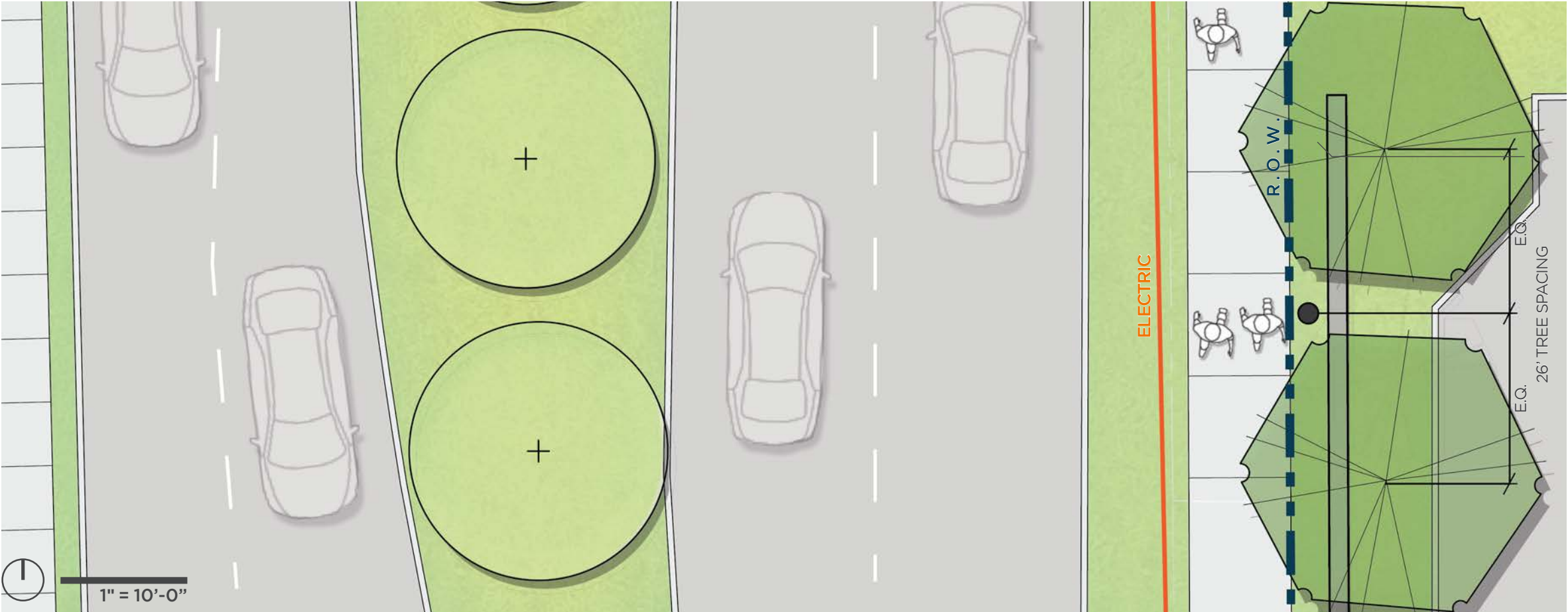
LANDSCAPE PLAN

PERIMETER ROAD

PROPOSED SHILOH STREETSCAPE



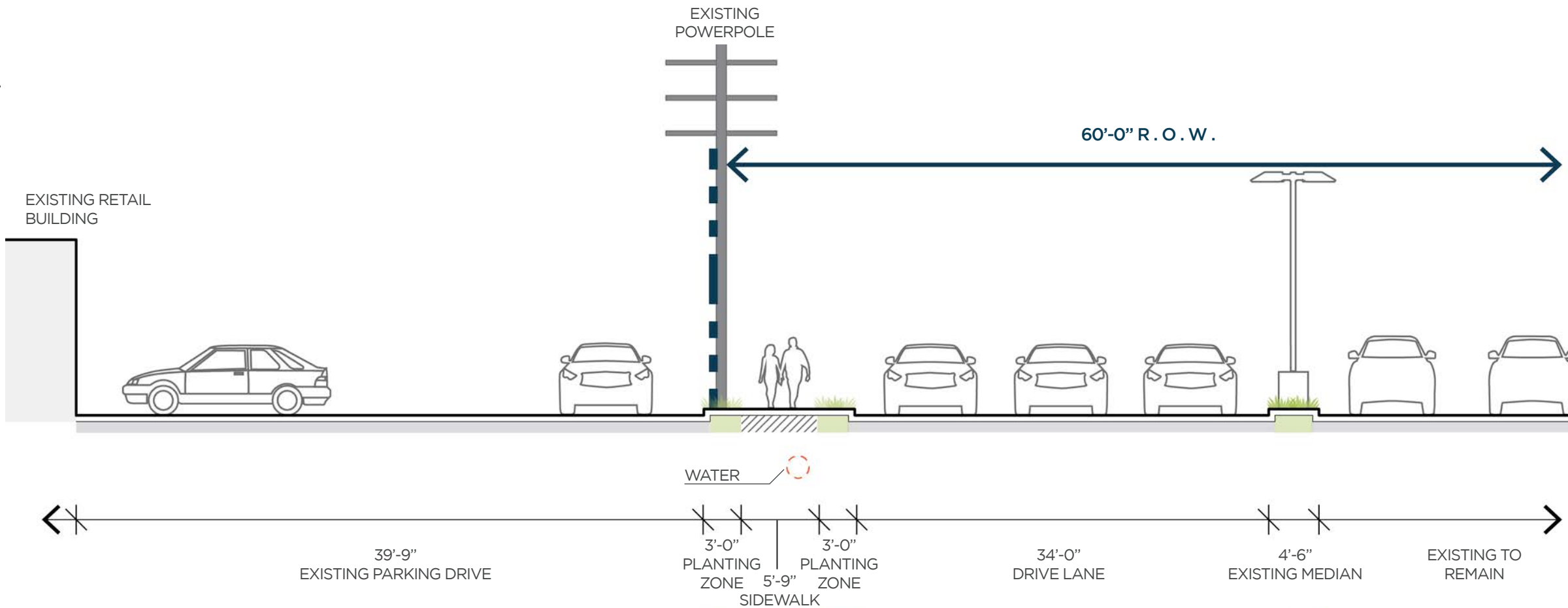
KEY MAP



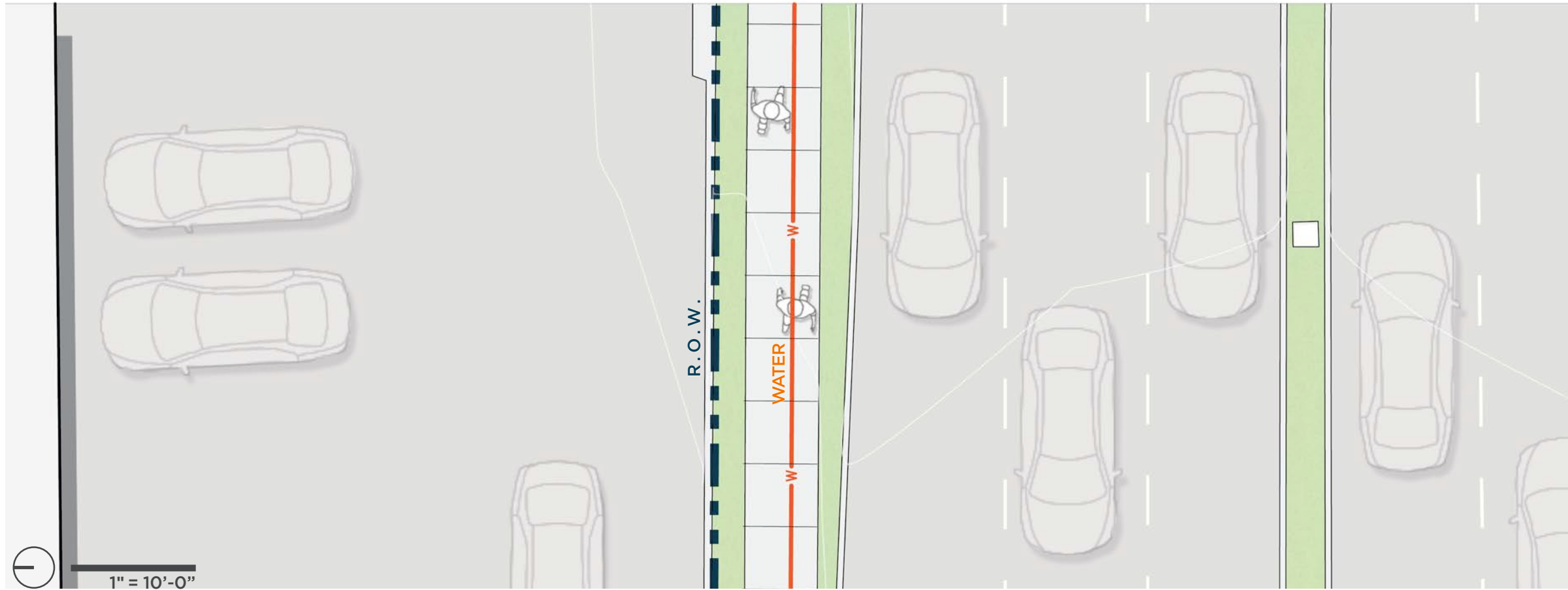
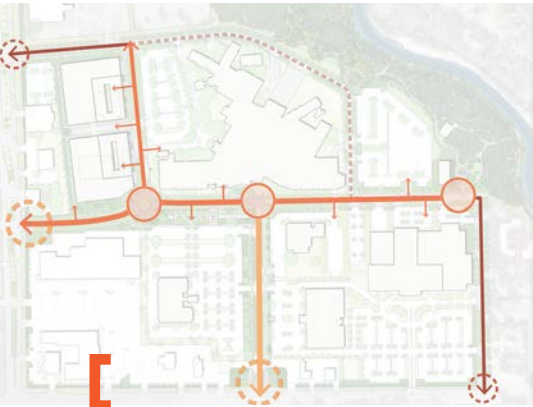
LANDSCAPE PLAN

PERIMETER ROAD

EXISTING WALNUT STREETSCAPE



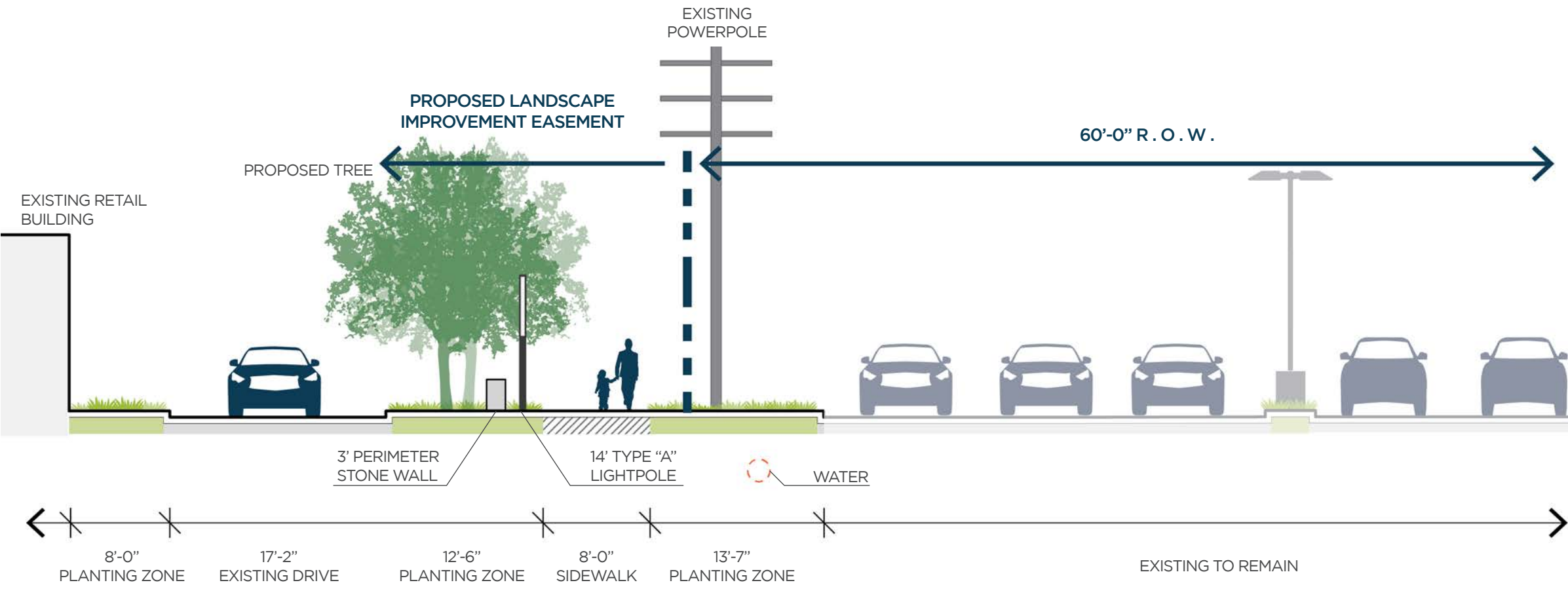
KEY MAP



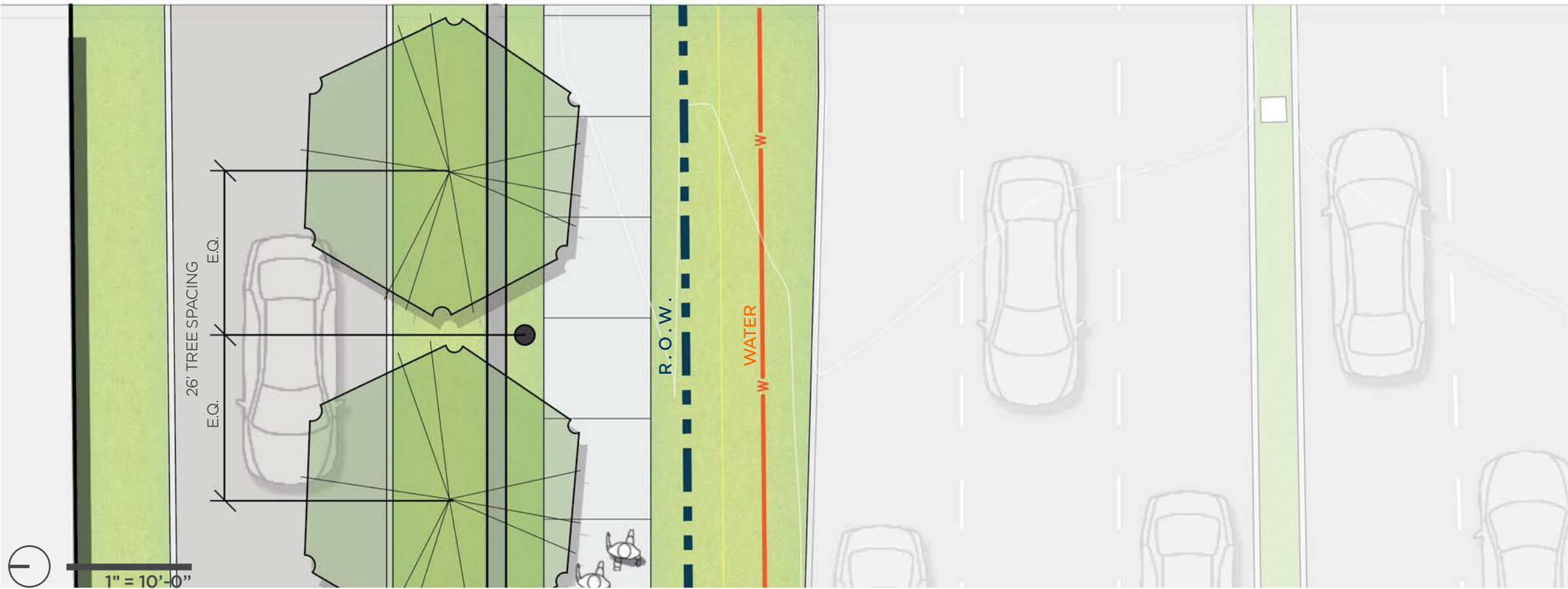
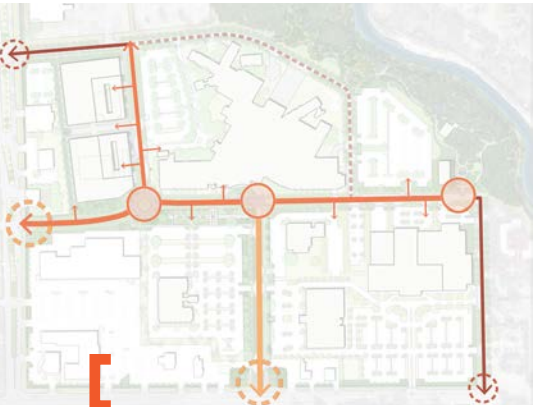
LANDSCAPE PLAN

PERIMETER ROAD

PROPOSED WALNUT STREETSCAPE



KEY MAP

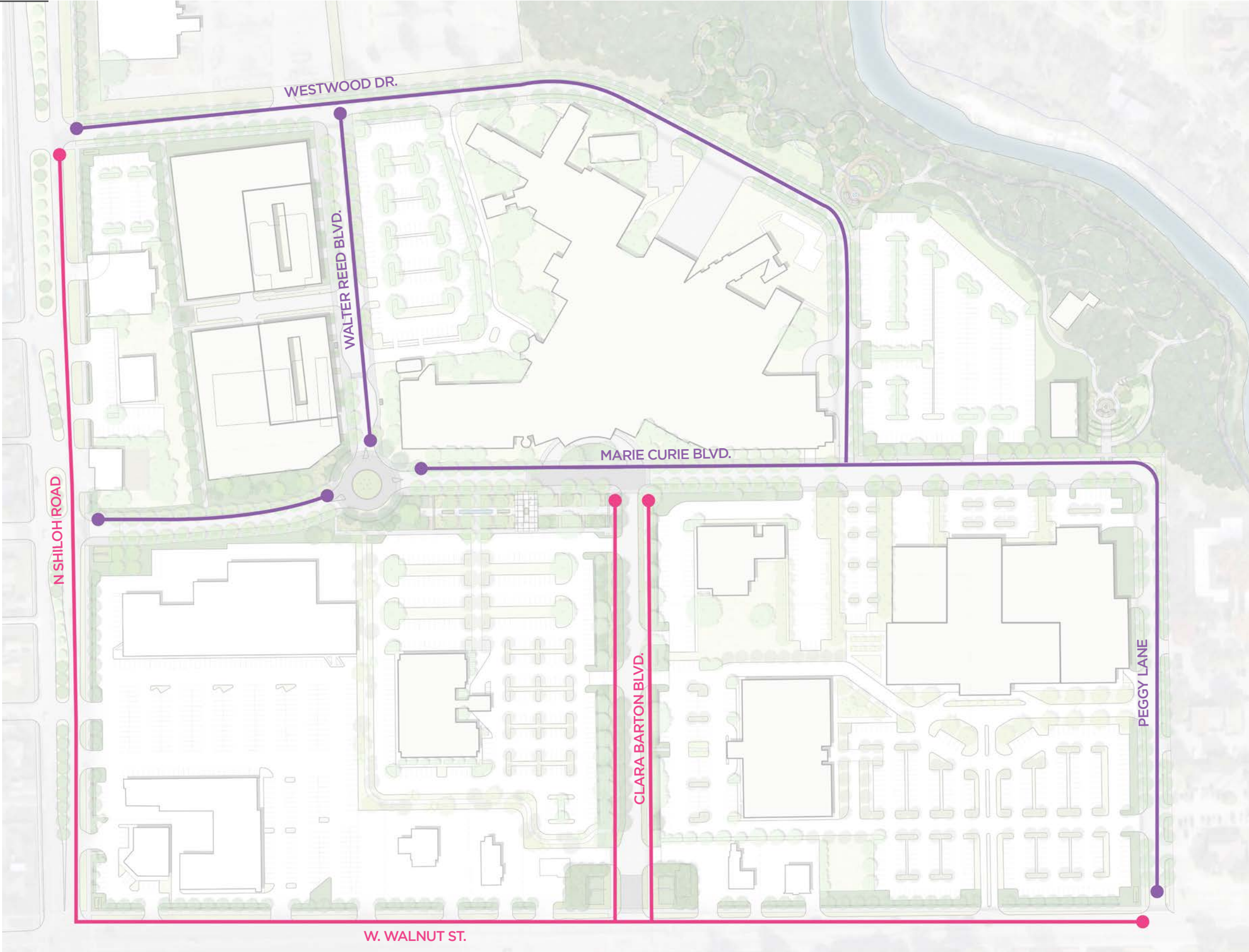


LIGHTING PLAN

STREETSCAPE LIGHTING

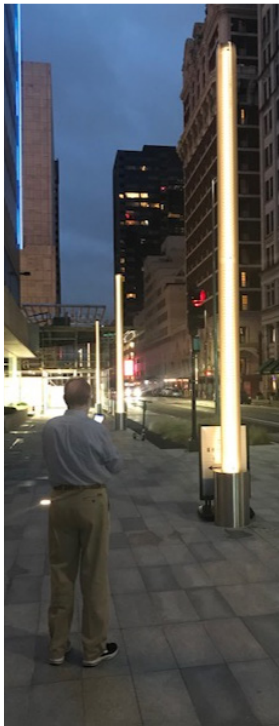


- LEGEND**
-  **DISTRICT-DEFINING LIGHT POLES**
 - Located on perimeter of the site and down Marie Curie
 - Spaced 60' on-center
 - Painted district brand color
 -  **INTERNAL LIGHT POLES**
 - Extends to all secondary entries
 - Utilitarian with a defining finial
 - Painted a branded color



LIGHTING PLAN

PROPOSED ROUNDABOUT



- Light tubes can be up to 40' tall

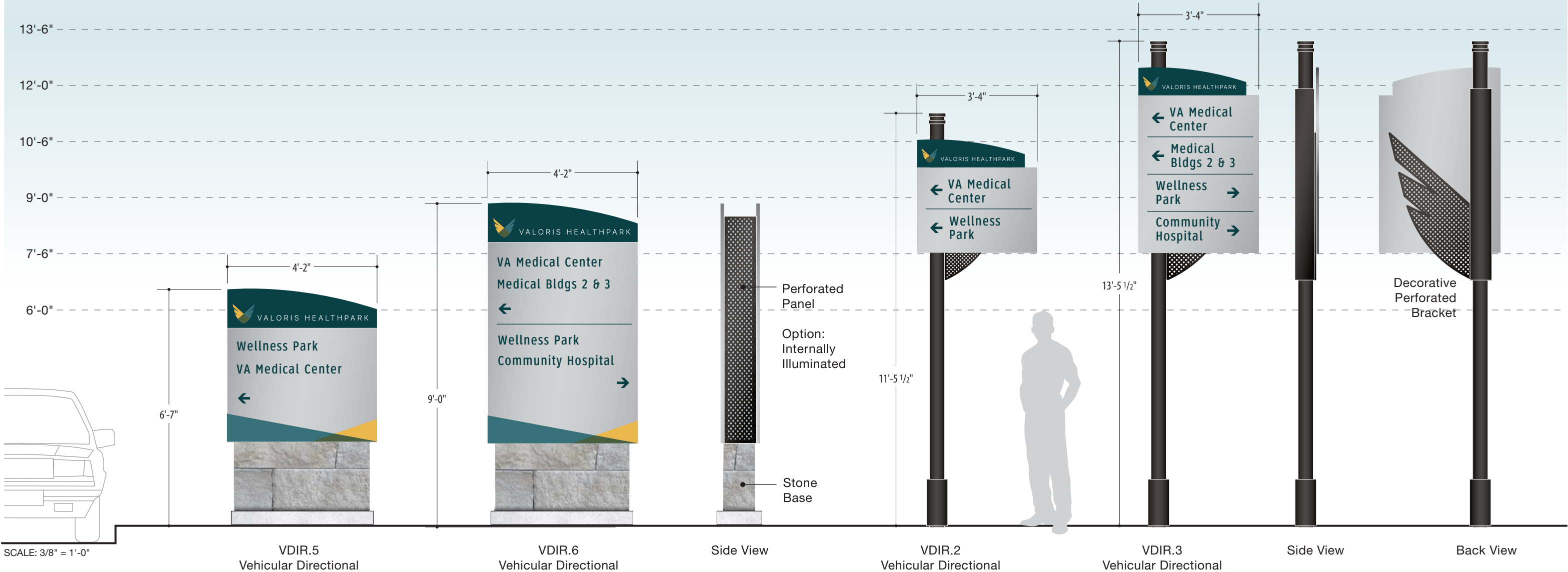


- LED light is at the bottom of the column, so no need to access along the top of the column

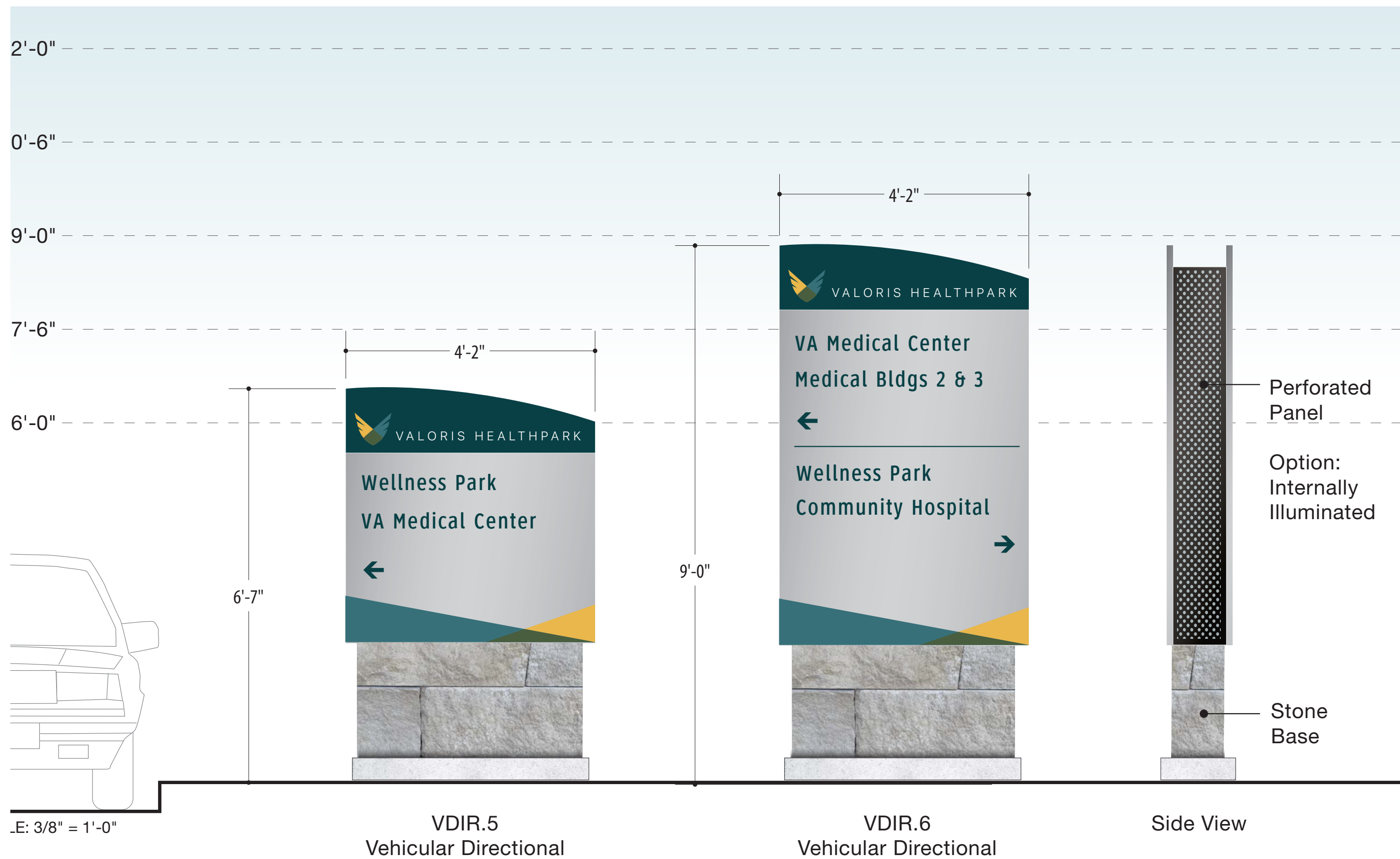


- This option did not turn out to be viable

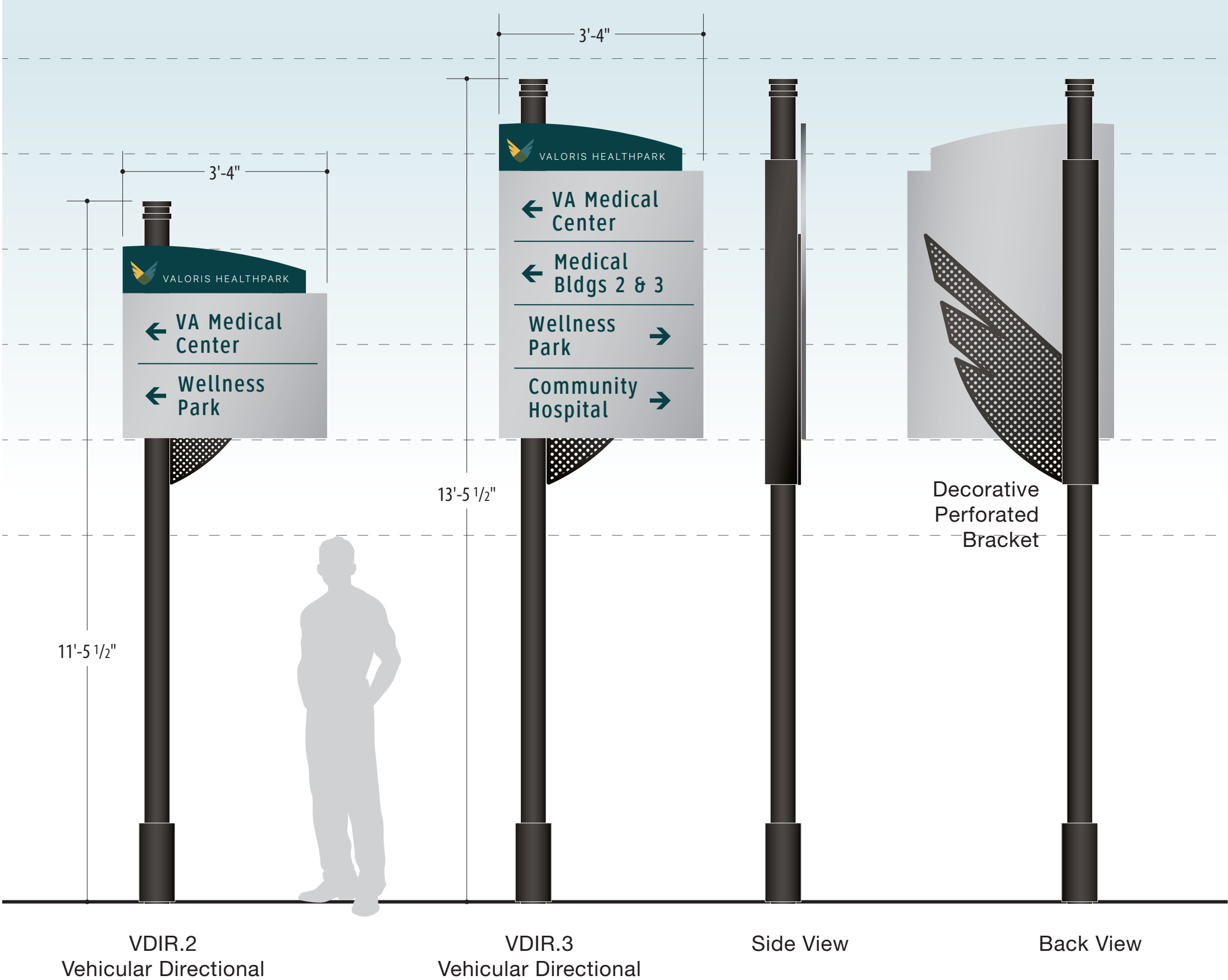
STREETSCAPE SIGNAGE



STREETSCAPE SIGNAGE



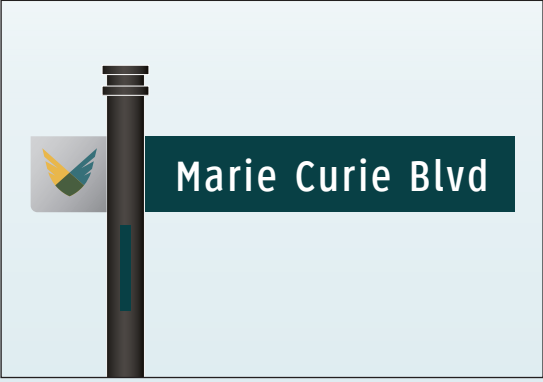
STREETSCAPE SIGNAGE



STREETSCAPE SIGNAGE

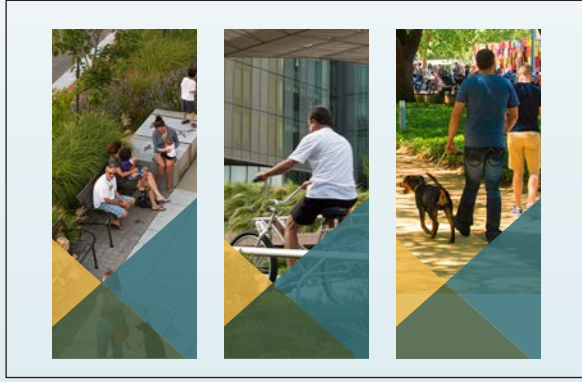


Alternate Layout (Single Tenant)

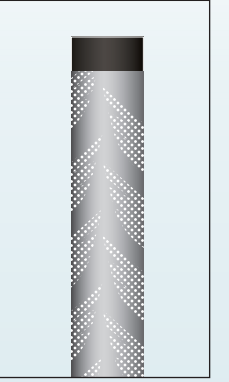


STREET.1

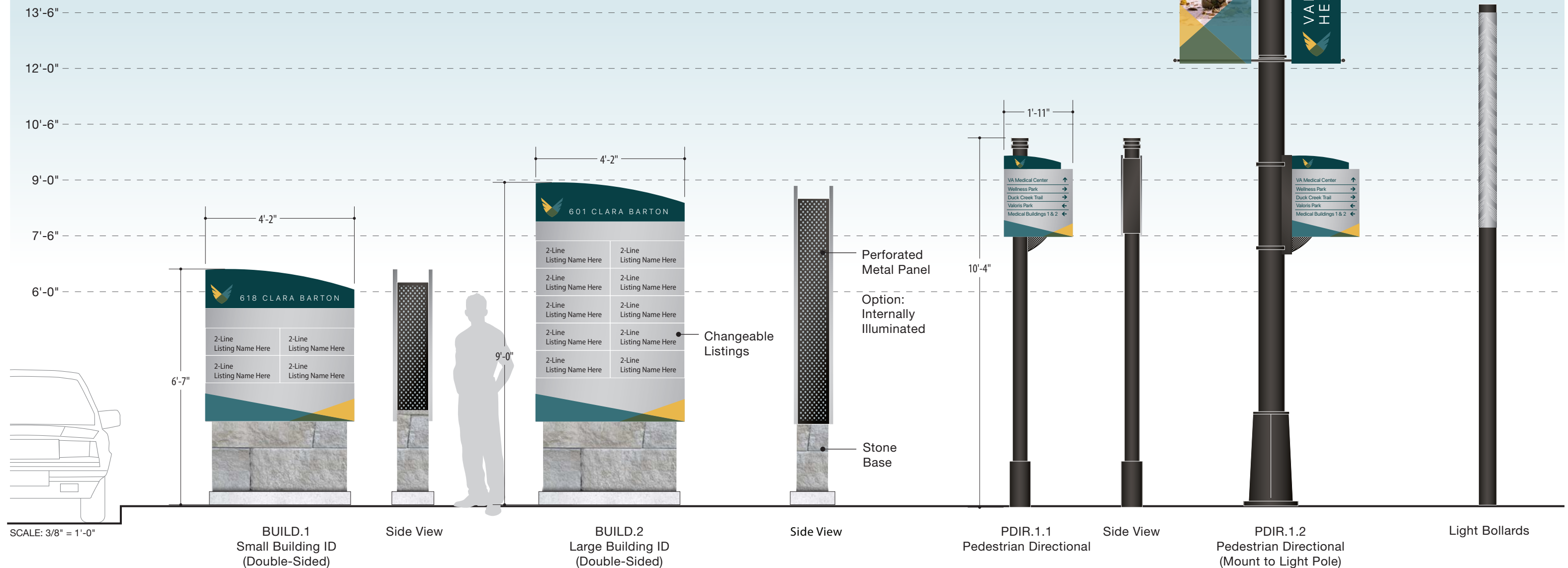
Street Name Signs



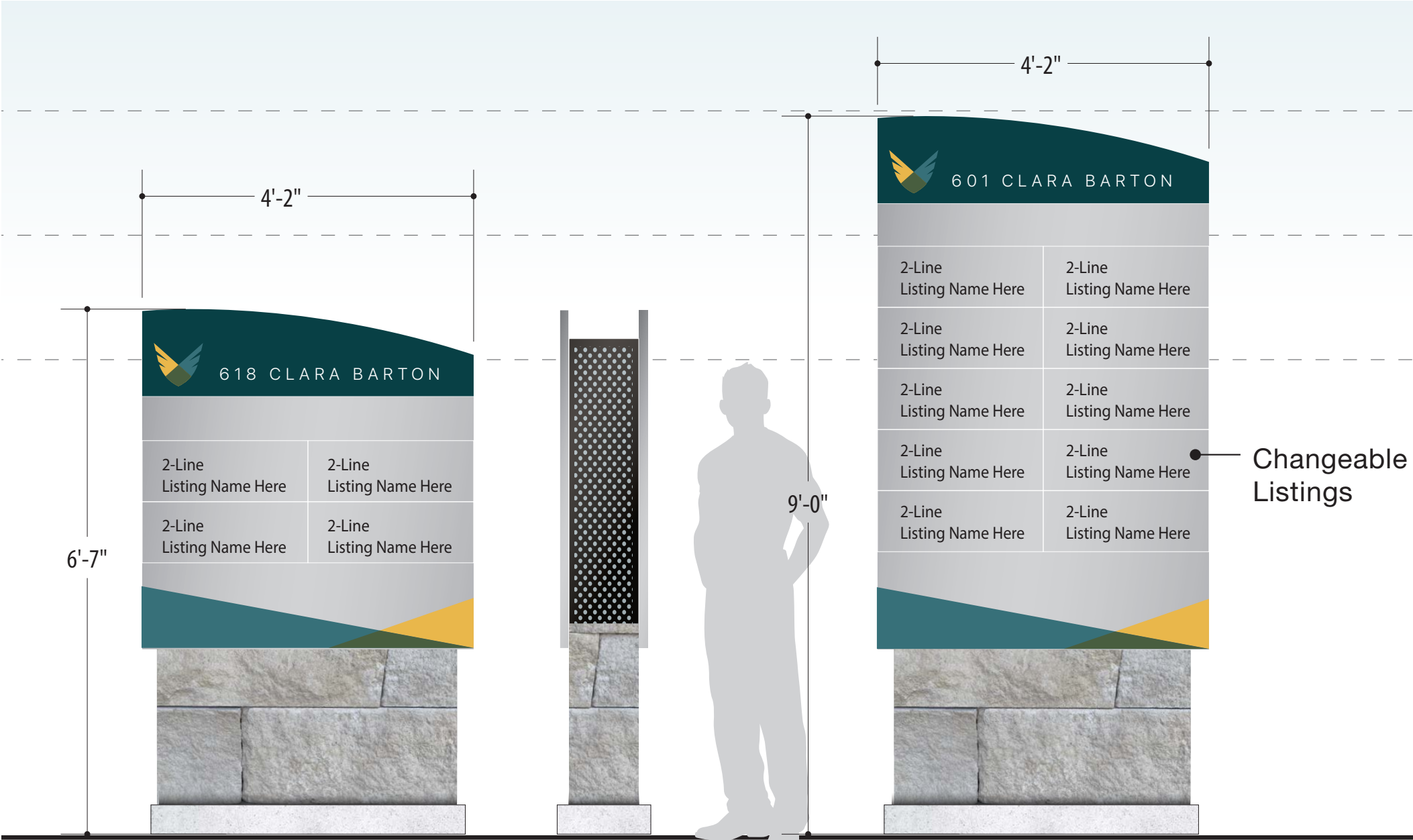
BANNER.1



Custom Pattern on light Poles



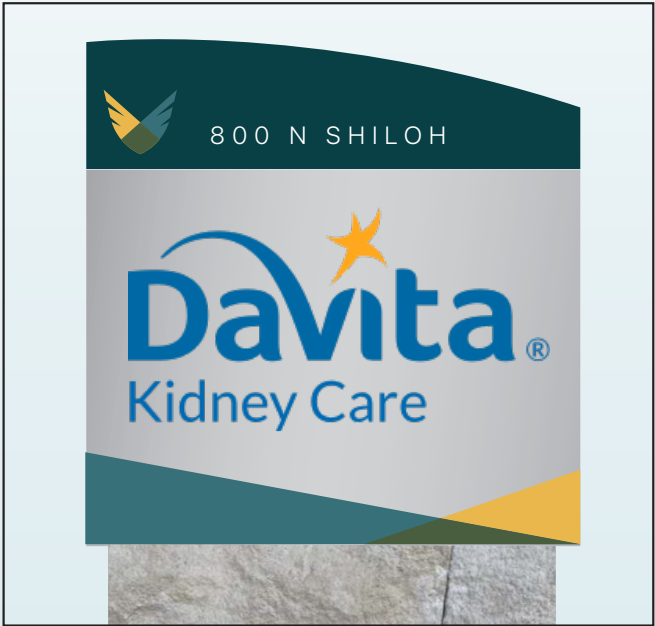
STREETSCAPE SIGNAGE



BUILD.1
Small Building ID
(Double-Sided)

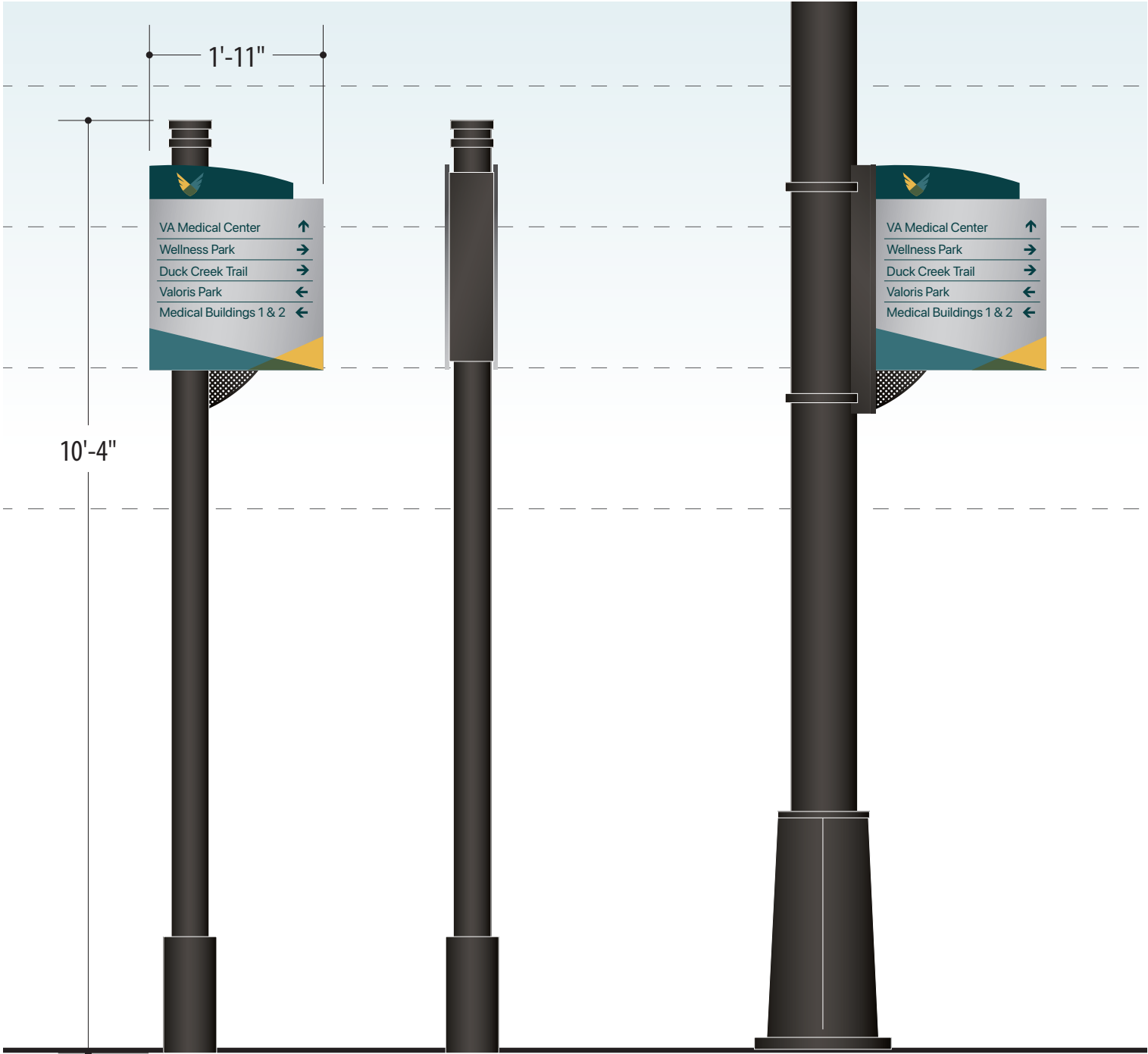
Side View

BUILD.2
Large Building ID
(Double-Sided)



Alternate Layout
(Single Tenant)

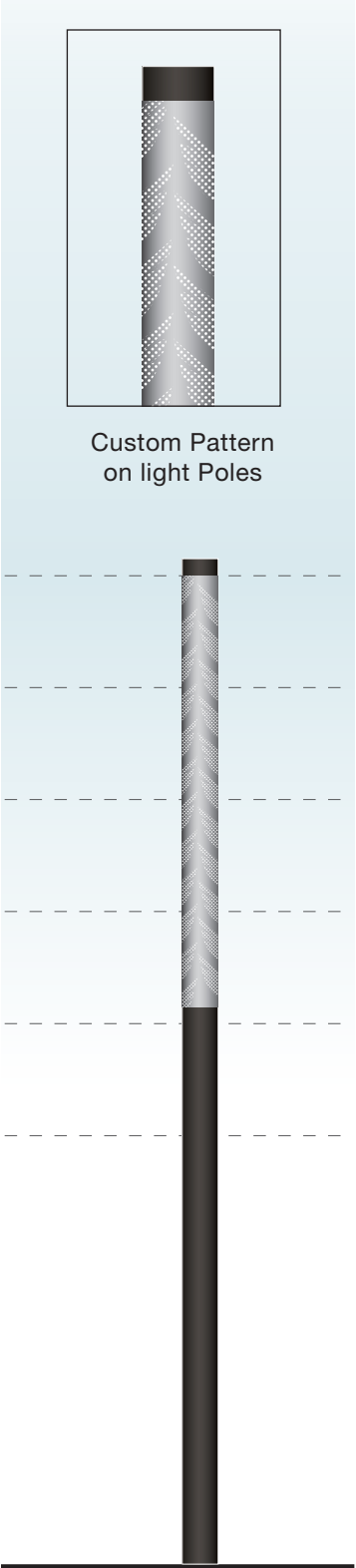
STREETSCAPE SIGNAGE



PDIR.1.1
Pedestrian Directional

Side View

PDIR.1.2
Pedestrian Directional
(Mount to Light Pole)



Light Bollards

PARK DESIGN





VALORIS HEALTH PARK
MASTERPLAN DESIGN

LANDSCAPE PLAN

VALORIS PARK ENLARGEMENT PLAN

LEGEND

- ①

PERFORATED METAL PORTAL
- ②

EXISTING TREE
- ③

DECOMPOSED GRANITE PATH
- ④

ENHANCED PAVING OR PAVERS
- ⑤

RAISED PLANTING BED
- ⑥

BENCH + SIDE TABLE
- ⑦

SHADE STRUCTURE
- ⑧

FOOD TRUCK PARKING W/ OUTLETS
- ⑨

SEATING IN DECOMPOSED GRANITE
- ⑩

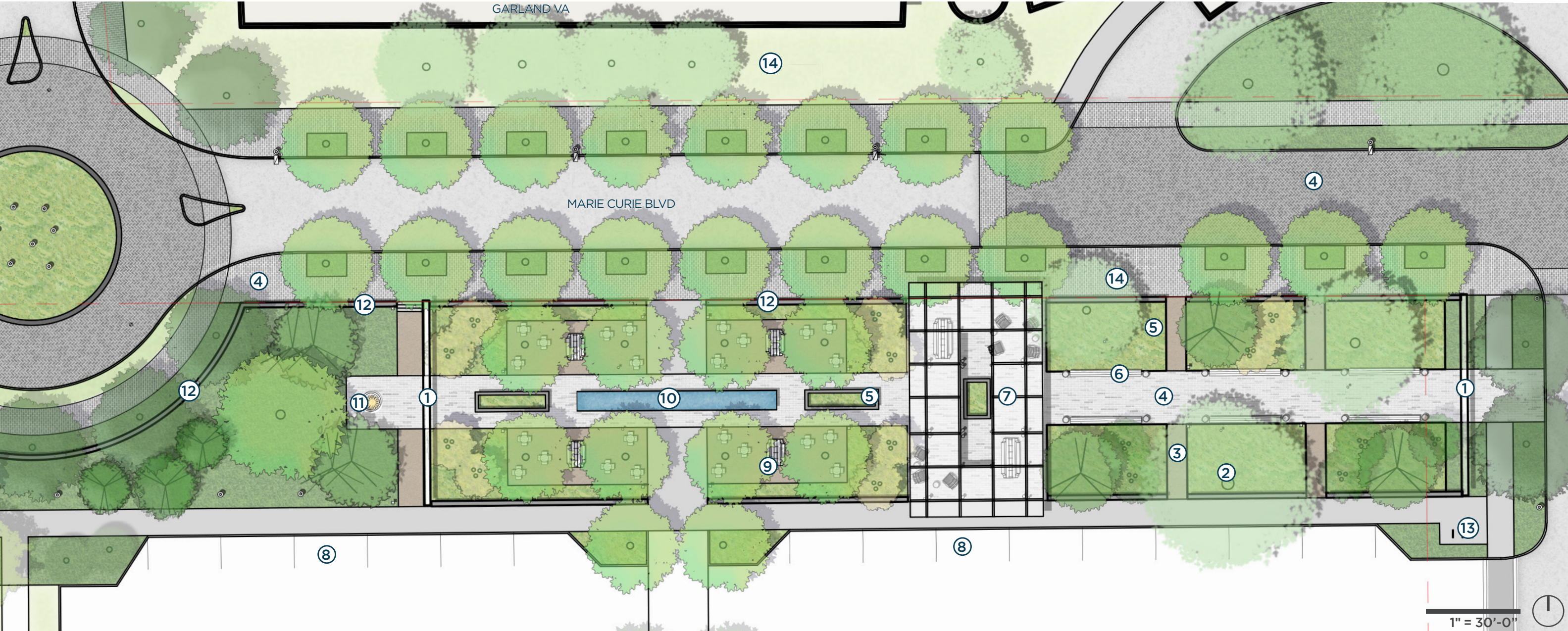
WATER FEATURE
- ⑪

ART / SCULPTURE
- ⑫

LOW RETAINING WALL
- ⑬

BIKE RACKS
- ⑭

DART BUS SHELTERS



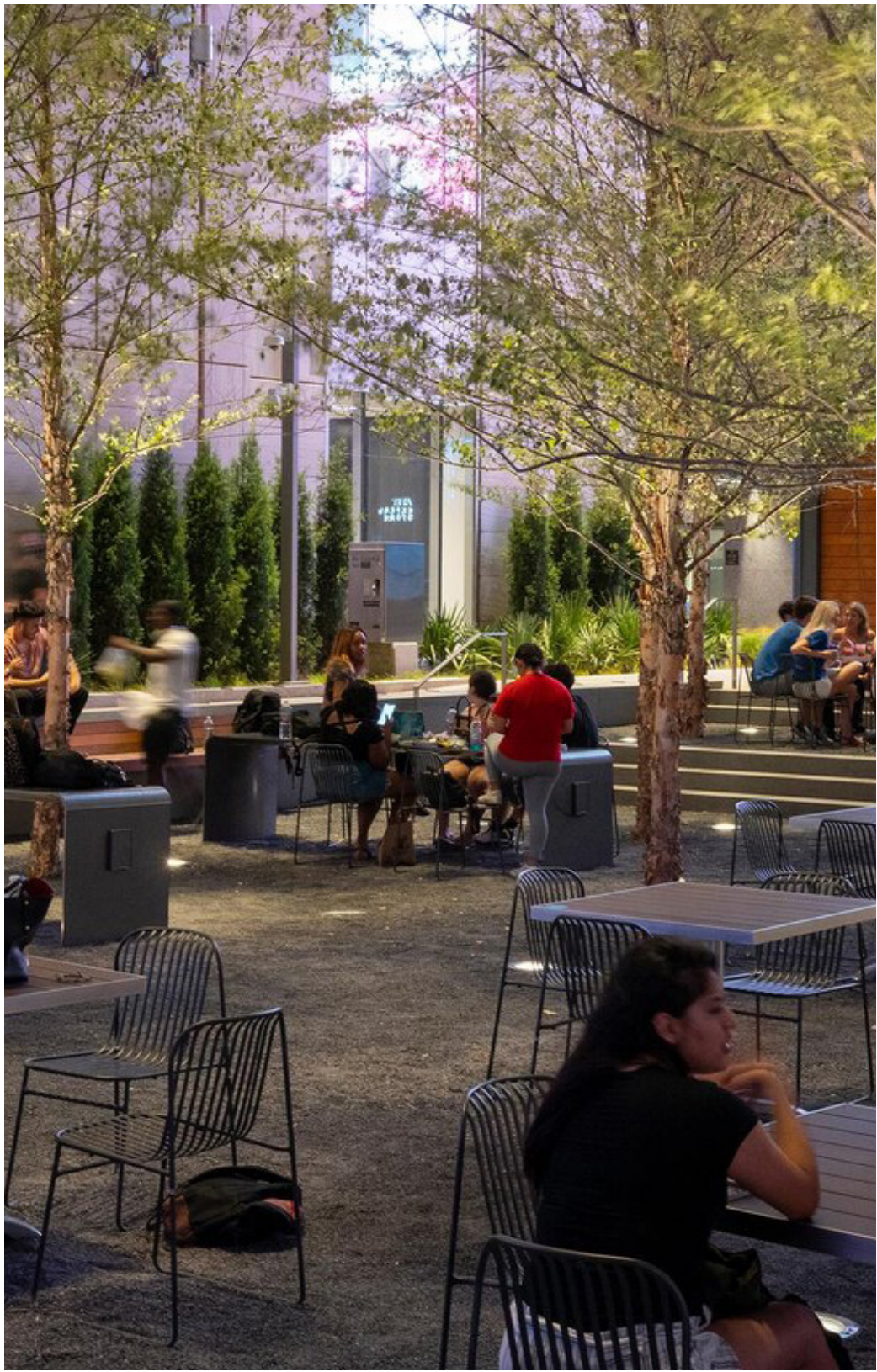






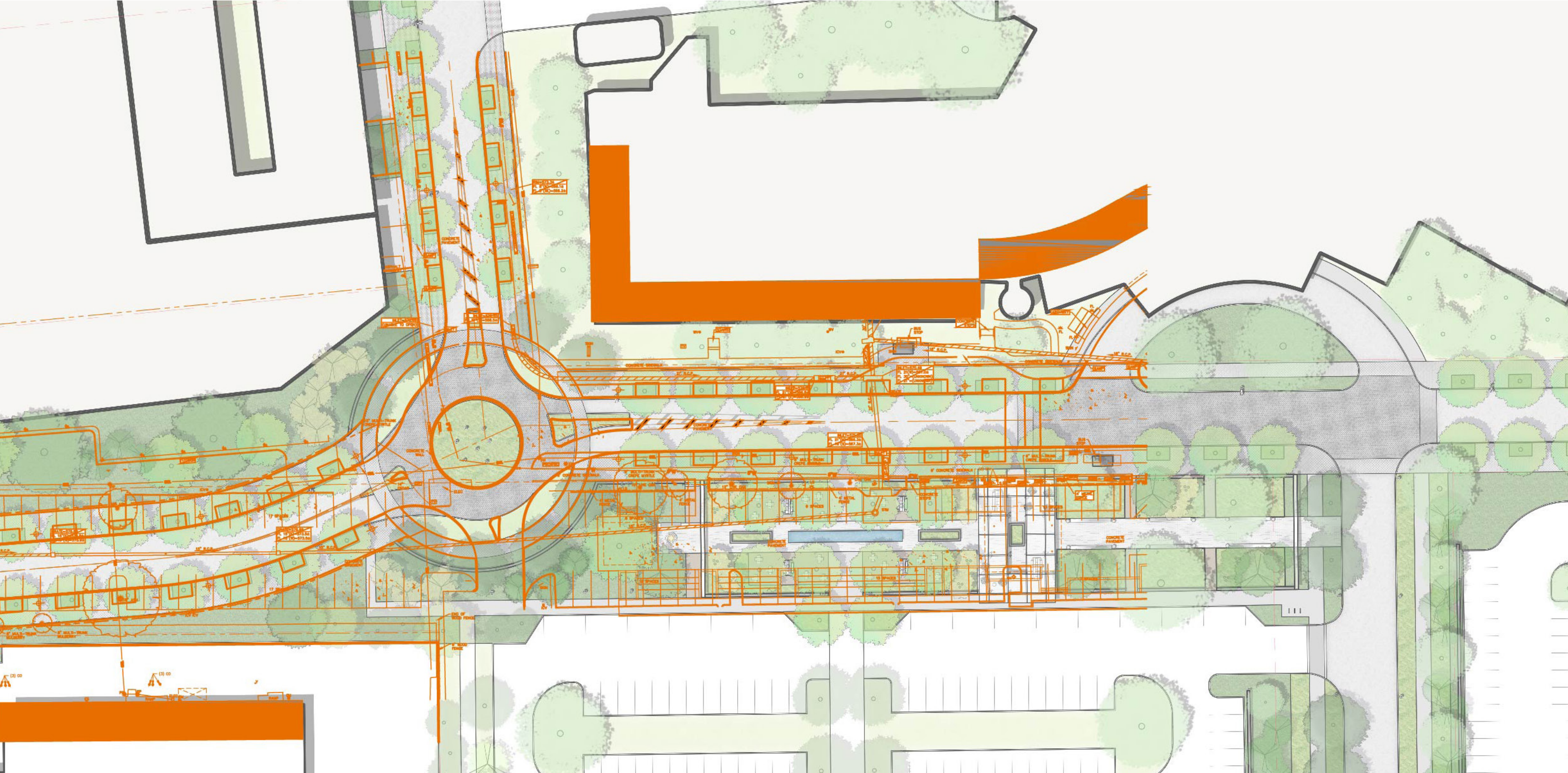
LANDSCAPE PLAN

VALORIS PARK IMAGERY



LANDSCAPE PLAN

ALTERNATE ROUND-A-BOUT DESIGN



1" = 50'-0" 

LIGHTING PLAN

VALORIS PARK



① INGRADE UPLIGHTS
- Illuminate the underside of the shade canopy at night



② LANDSCAPE BULLETS
- Illuminate downward from canopy structure



③ LINEAR UPLIGHTS
- Graze perforated metal walls



④ BOLLARD LIGHTS
- With full cutoff but lit on all sides
- Softly illuminates path, lawn and landscape



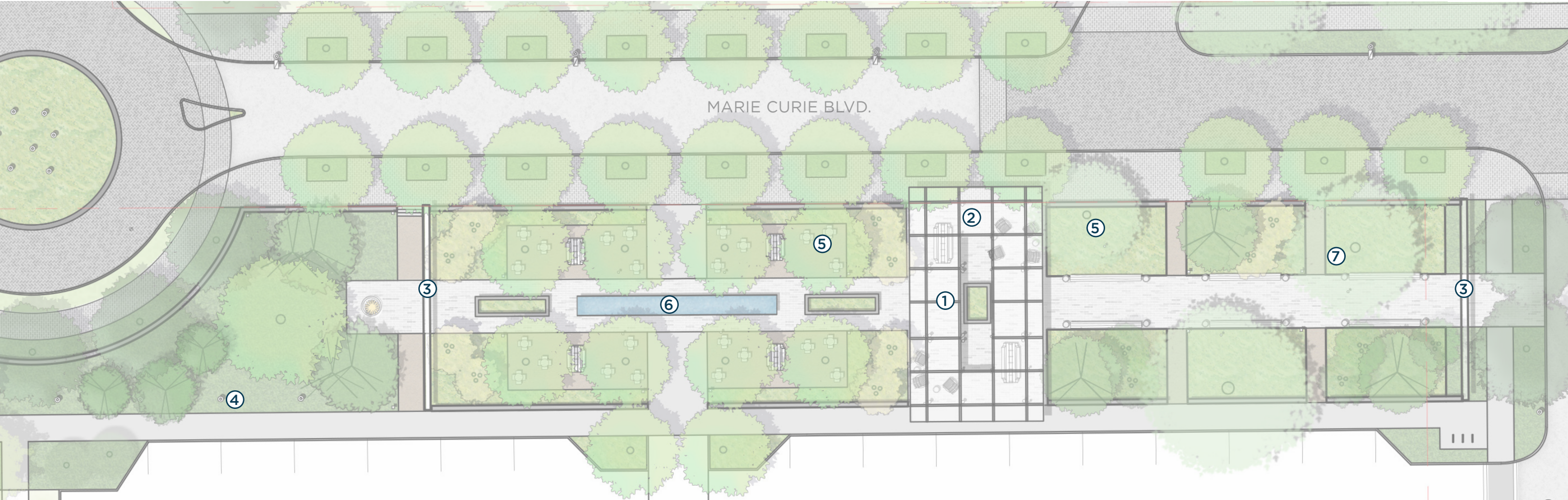
⑤ TREE DOWNLIGHT
- Mounted in canopy, casting dappled light on ground



⑥ CONCEALED LINEAR LIGHTS
- Outlines water feature, but is concealed from view



⑦ EVENT POLE LIGHTS
- Illuminate walking paths and landscape features



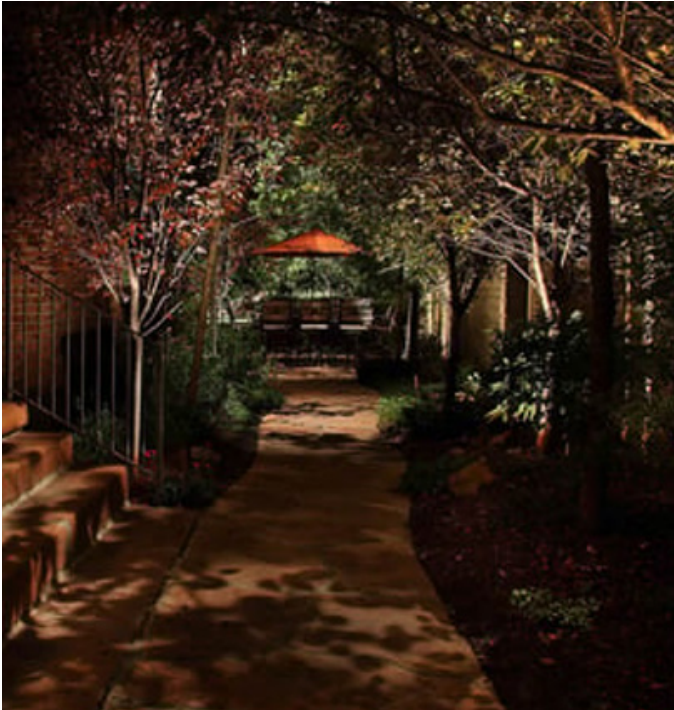
1" = 30'-0"

LIGHTING PLAN

VALORIS PARK LIGHTING IMAGERY



INGRADE UPLIGHTS



TREE DOWNLIGHT



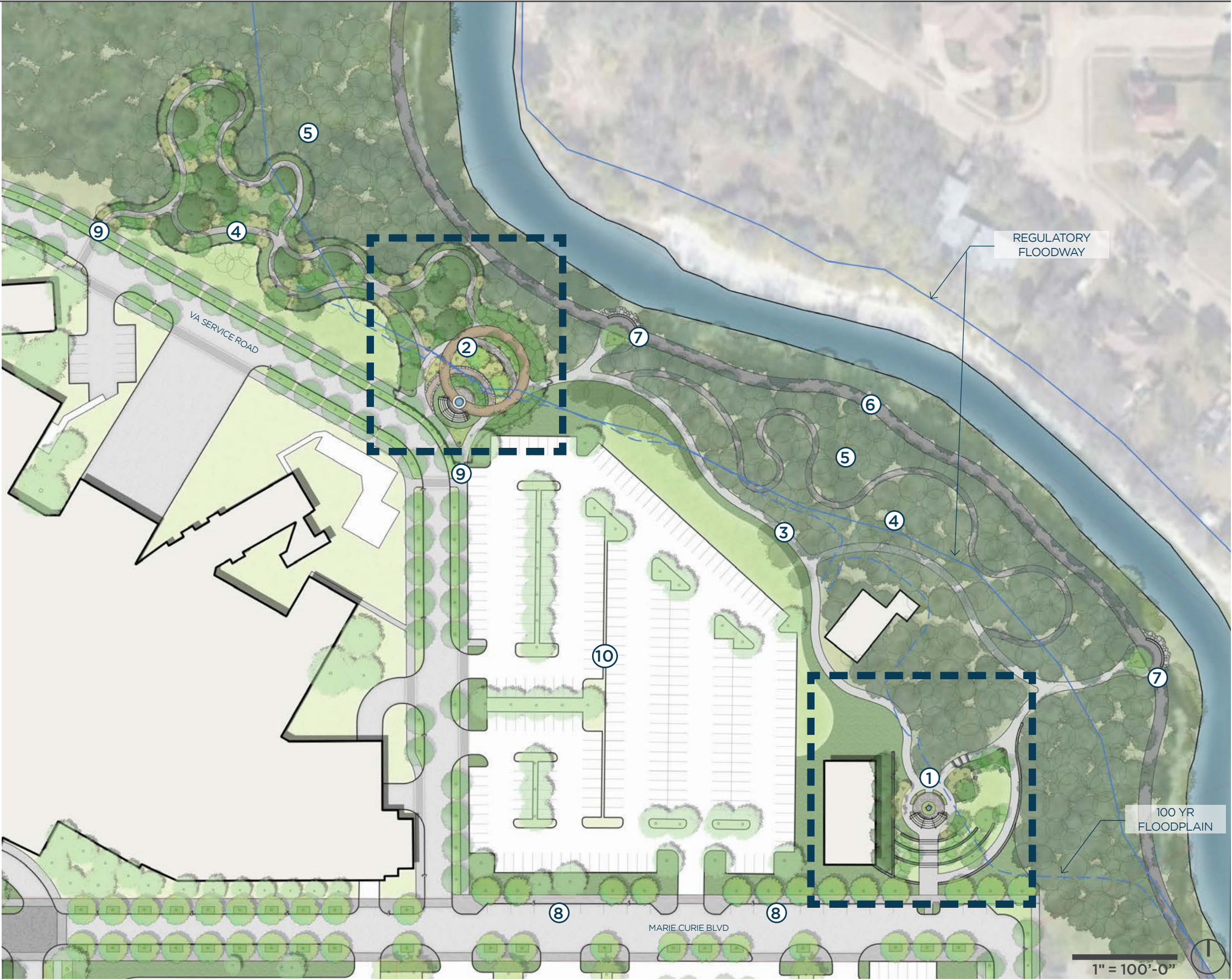
LINEAR UPLIGHTS

LANDSCAPE PLAN

WELLNESS PARK

LEGEND

- ① WELLNESS PARK PUBLIC PLAZA
 - Public park access
- ② VA HEALING GARDEN
 - Program for VA + public; controlled gate access
- ③ 8'-0" WIDE CONCRETE TRAIL
 - ADA accessible trails
- ④ 6'-0" WIDE GRAVEL TRAIL W/ BINDER
 - ADA accessible + periodic bench seating
- ⑤ EXISTING TREE CANOPY
 - Undisturbed tree canopy + planting where possible
- ⑥ 12'-0" DUCK CREEK SPINE TRAIL
 - Part of Garland Trails Masterplan
- ⑦ CREEK OUTLOOK
 - Spine trail through access w/ bench seating
- ⑧ PUBLIC PARALLEL PARKING
 - 18 street parking spaces
- ⑨ GATED ACCESS
 - VA controlled security gates
- ⑩ VA PARKING LOT



LANDSCAPE PLAN

WELLNESS PARK CIRCULATION

LEGEND

- DUCK CREEK SPINE TRAIL
- 1/3 MILE WELLNESS LOOP
- 1/2 MILE WELLNESS LOOP
- GATED ACCESS POINT
- FENCE LINE
- .10 MILE HEALING GARDEN LOOP
- .15 MILE HEALING GARDEN LOOP
- .25 HEALING GARDEN LOOP

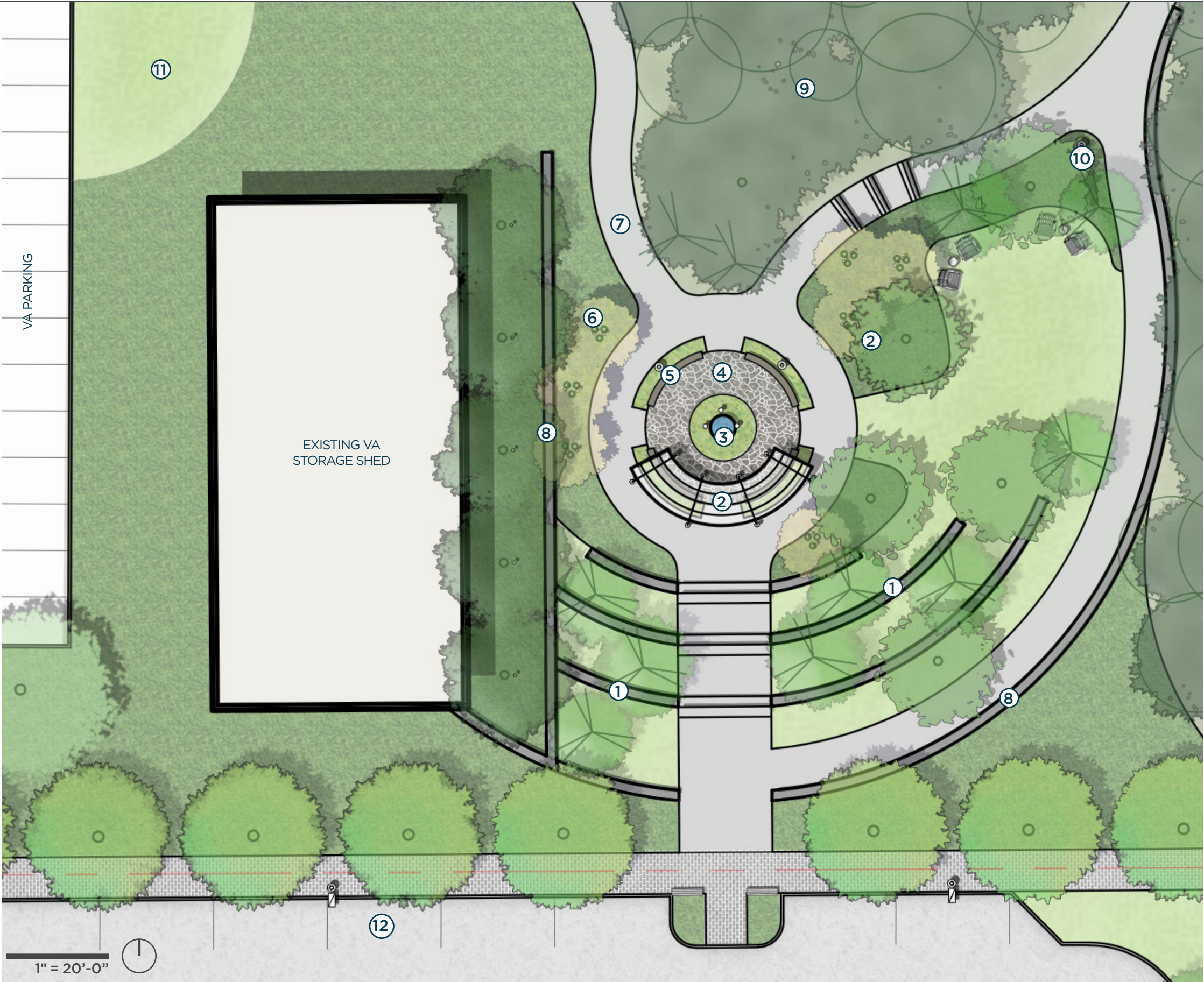


LANDSCAPE PLAN

WELLNESS PARK PUBLIC PLAZA

LEGEND

- ① WALLS AT TERRACED LAWN
- ② SHADE STRUCTURE
- ③ ART / SCULPTURE
- ④ ENHANCED PAVING
- ⑤ BENCH IN ENHANCED PLANTING
- ⑥ PROPOSED ENHANCED PLANTING
- ⑦ 8'-0" WIDE CONCRETE TRAIL
- ⑧ RETAINING WALL
- ⑨ EXISTING TREE CANOPY
- ⑩ WAYFINDING + LIGHTING
- ⑪ LAWN
- ⑫ PUBLIC PARALLEL PARKING



LANDSCAPE PLAN

WELLNESS PARK IMAGERY

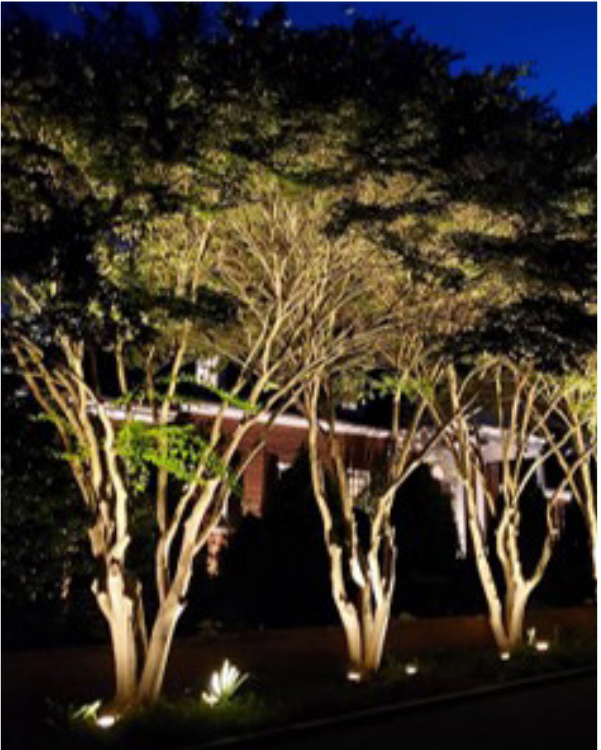


LIGHTING PLAN

WELLNESS PARK PUBLIC PLAZA



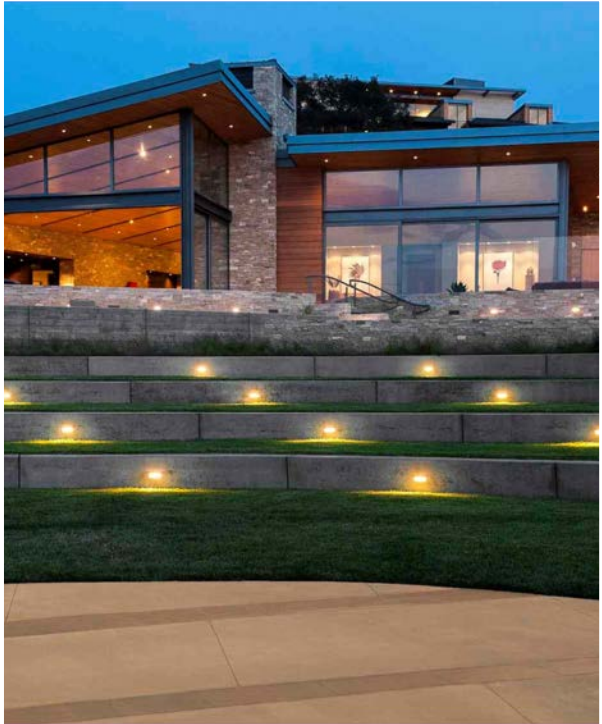
① LIGHT COLUMNS
- Generally at intersections and focal areas



② TREE UPLIGHTS
- Speciman trees illuminated



③ ILLUMINATED RAILS
- Highlight railings



④ STEPLIGHTS
- Softly illuminate terrace stairs



⑤ UPLIGHTS
- Accent verticals of circular trellis element



⑥ INGRADE UPLIGHTS
- Focal piece is illuminated

LANDSCAPE PLAN

VA HEALING GARDEN

LEGEND

- ① SHADE STRUCTURE
- ② WATER FEATURE
- ③ ENHANCED PAVING
- ④ BOARDWALK
- ⑤ DECOMPOSED GRANITE PATH
- ⑥ STONE SEAT / RETAINING WALL
- ⑦ BENCH
- ⑧ KINETIC ART / SCULPTURE
- ⑨ 8'-0" WIDE CONCRETE TRAIL
- ⑩ WAYFINDING + LIGHTING
- ⑪ RETAINING WALL
- ⑫ 12'-0" WIDE SPINE TRAIL
- ⑬ EXISTING TREE CANOPY
- ⑭ 6'-0" GRAVEL TRAIL W/ BINDER
- ⑮ LAWN
- ⑯ PROPOSED ENHANCED PLANTING
- ⑰ SECURITY FENCING
- ⑱ GATED ACCESS POINT



LANDSCAPE PLAN

HEALING GARDEN IMAGERY



LANDSCAPE PLAN

VA HEALING GARDEN VARIATIONS

PROPOSED HEALING GARDEN



VARIATION 1:



VARIATION 2:



PARKS SIGNAGE

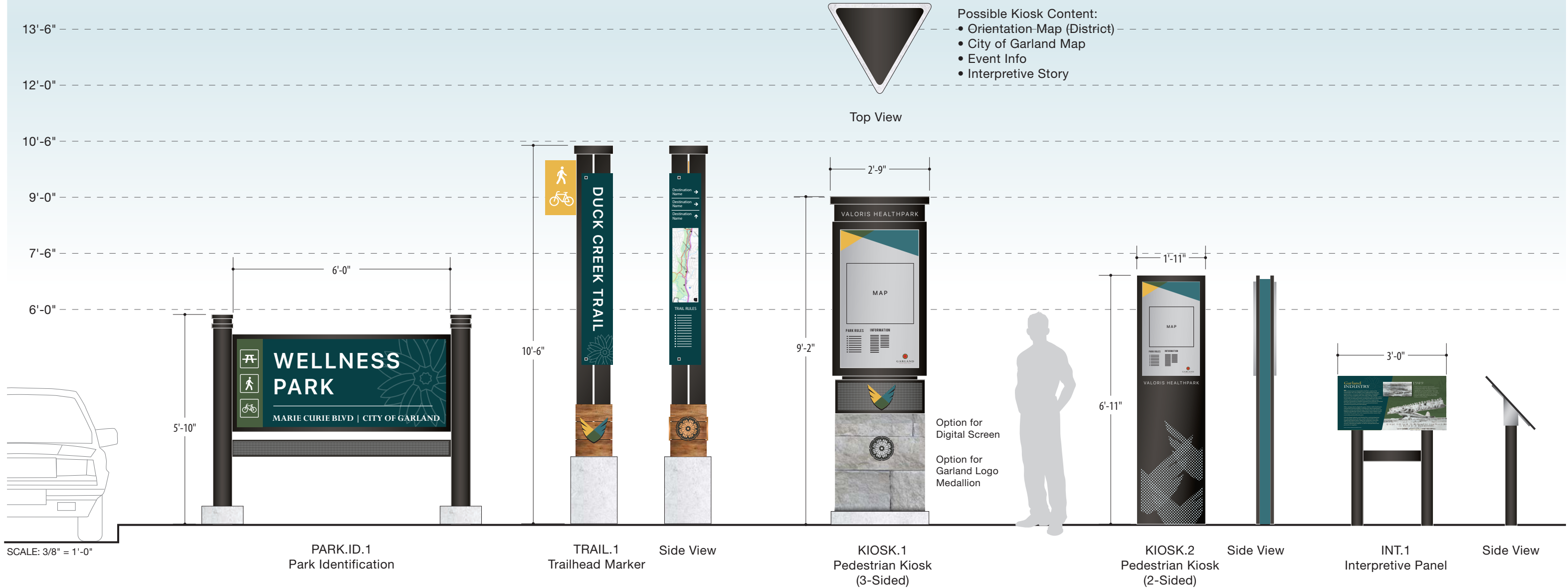


VALORIS
HEALTHPARK GARLAND



GARLAND
TEXAS MADE HERE

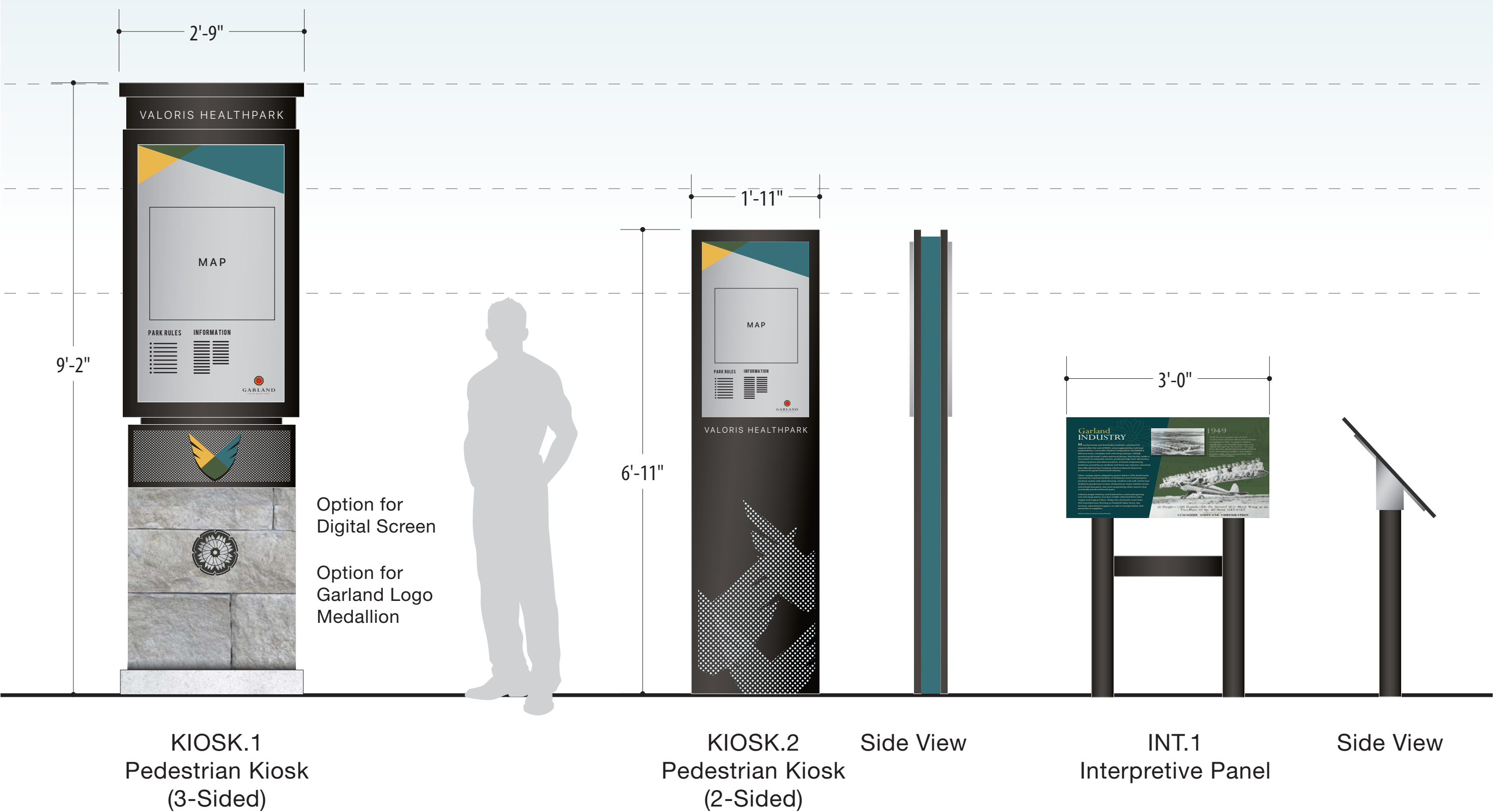
VA | U.S. Department
of Veterans Affairs



PARKS SIGNAGE



PARKS SIGNAGE



ENTRY MONUMENT DESIGN



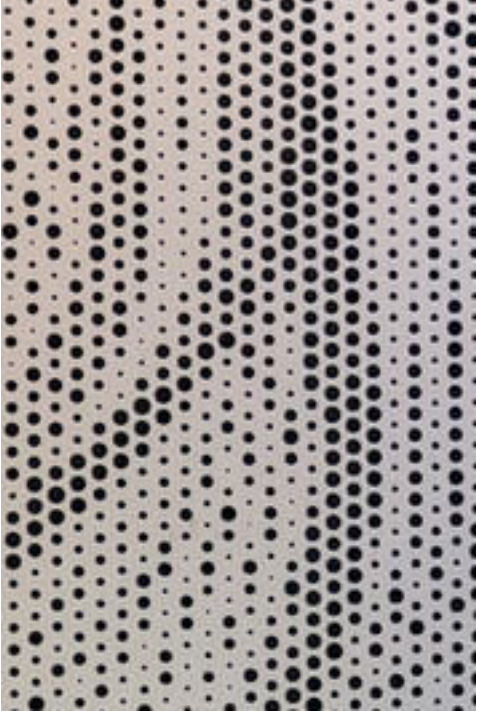
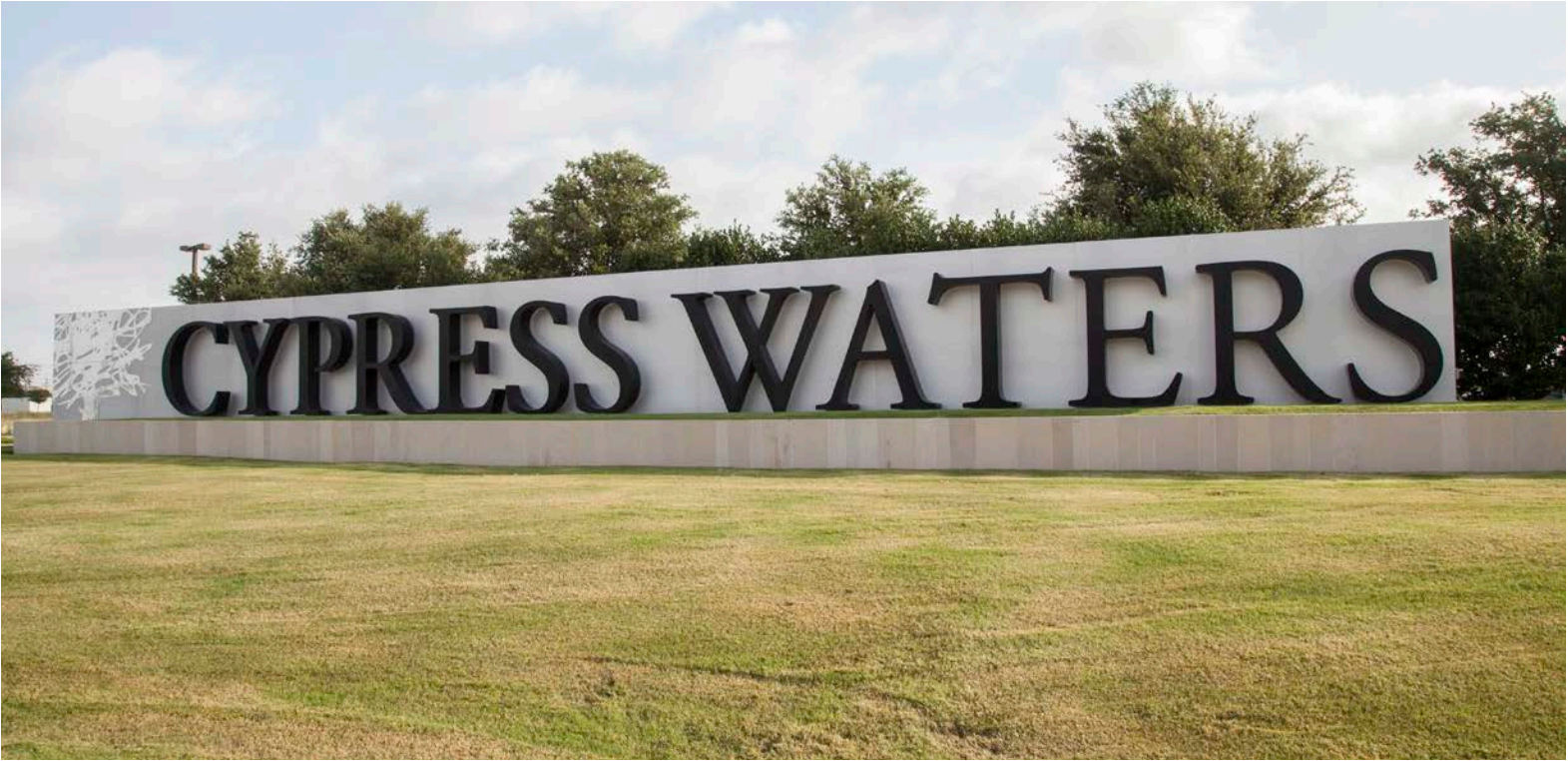
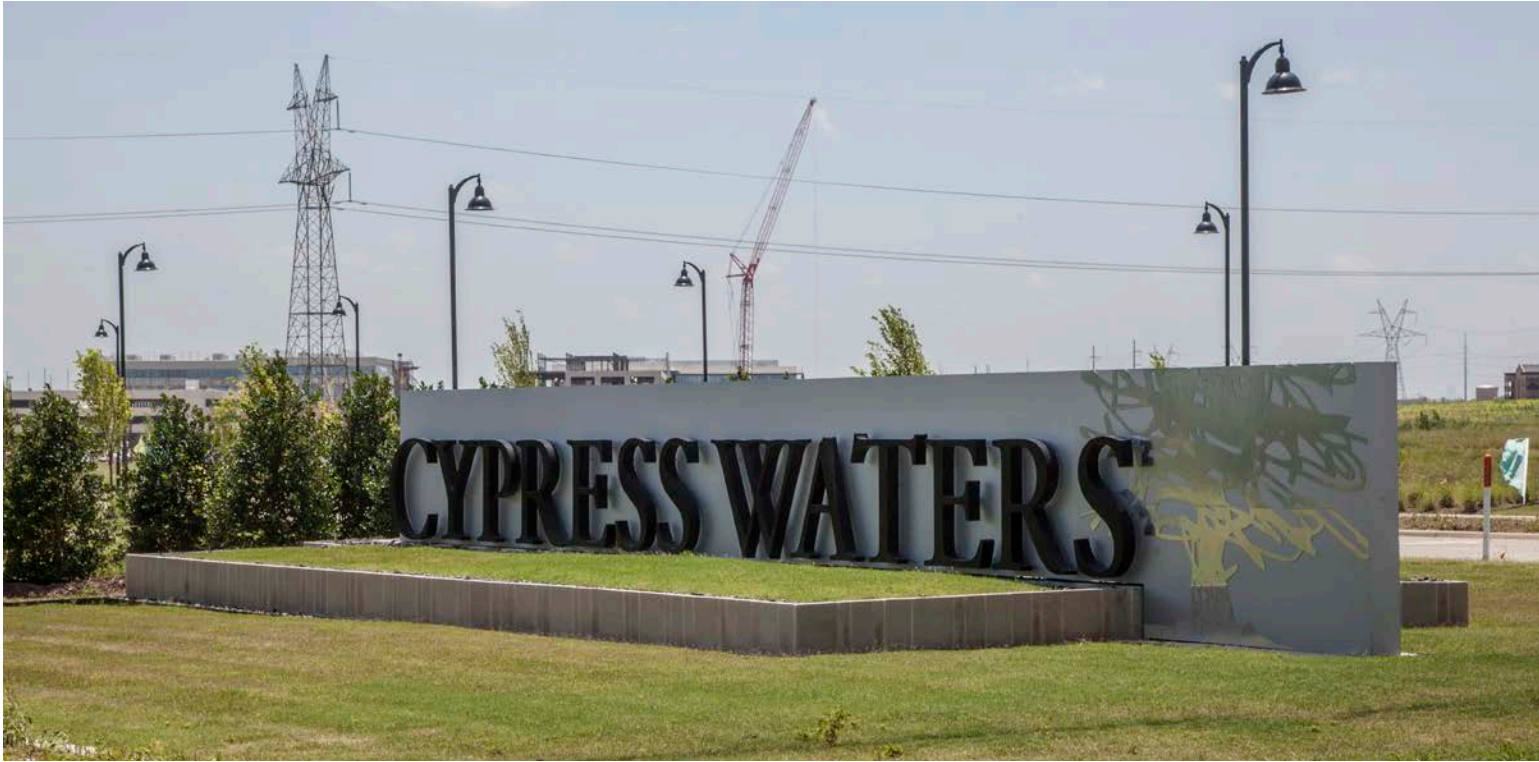
ENTRY NODES



VALORIS HEALTH PARK
MASTERPLAN DESIGN

LANDSCAPE PLAN

ENTRY CONCEPT IMAGERY



LANDSCAPE DESIGN

PRIMARY ENTRANCES

CLARA BARTON OPTION 1

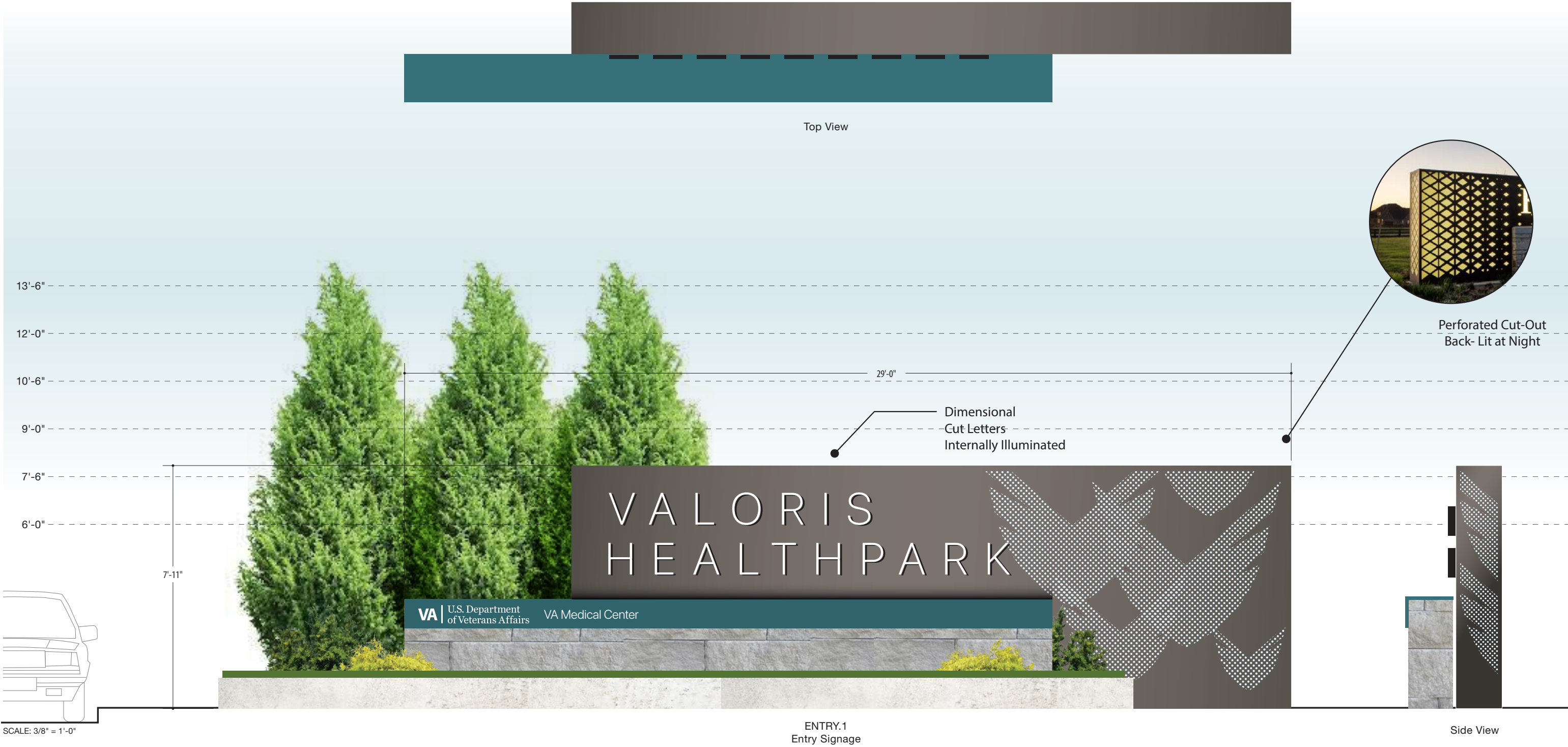




GRAPHICS DESIGN

PRIMARY ENTRANCES

CLARA BARTON OPTION 1



LANDSCAPE DESIGN

PRIMARY ENTRANCES

CLARA BARTON OPTION 2



LANDSCAPE DESIGN

PRIMARY ENTRANCES

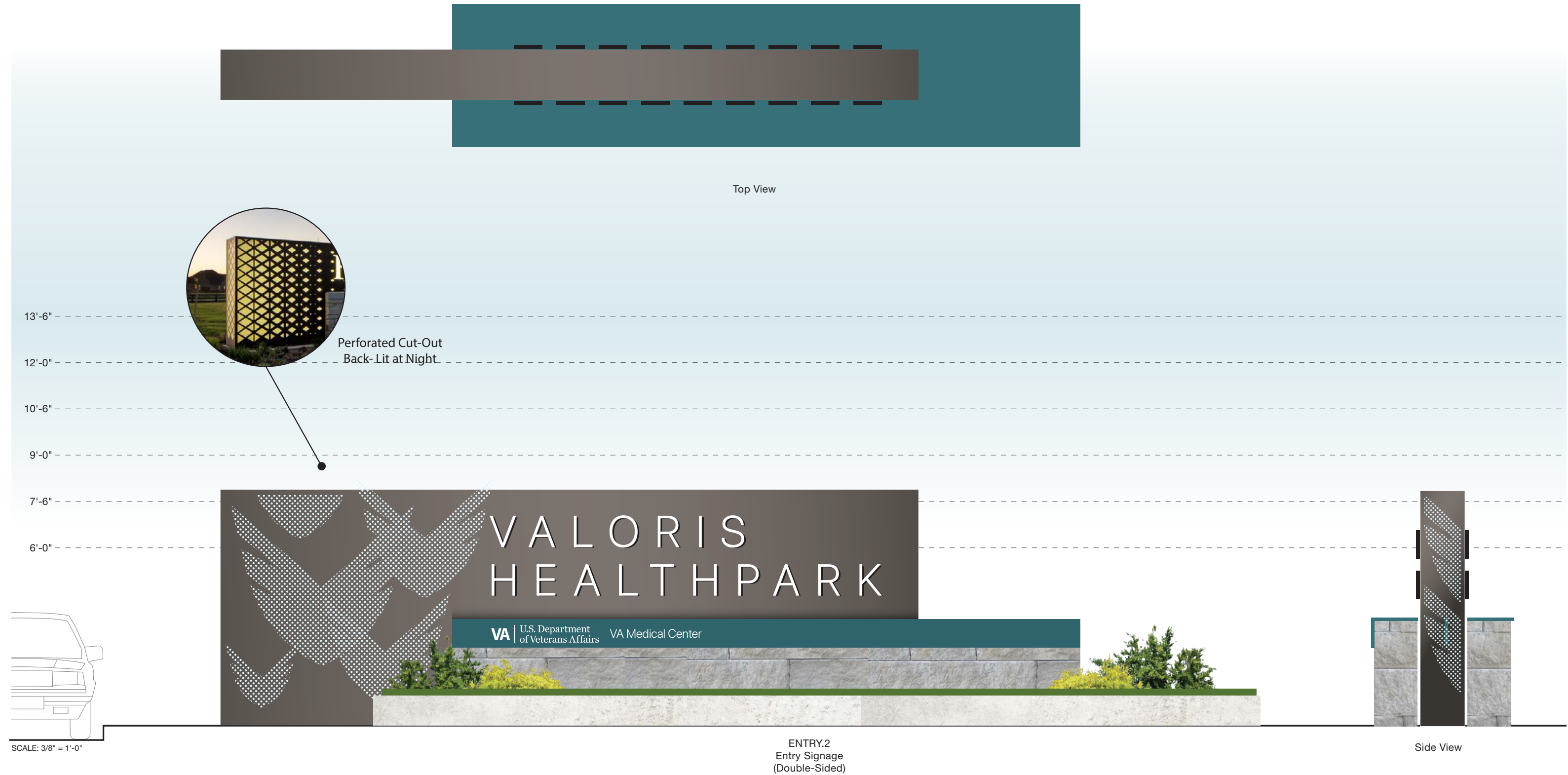
MARIE CURIE



GRAPHICS DESIGN

PRIMARY ENTRANCES

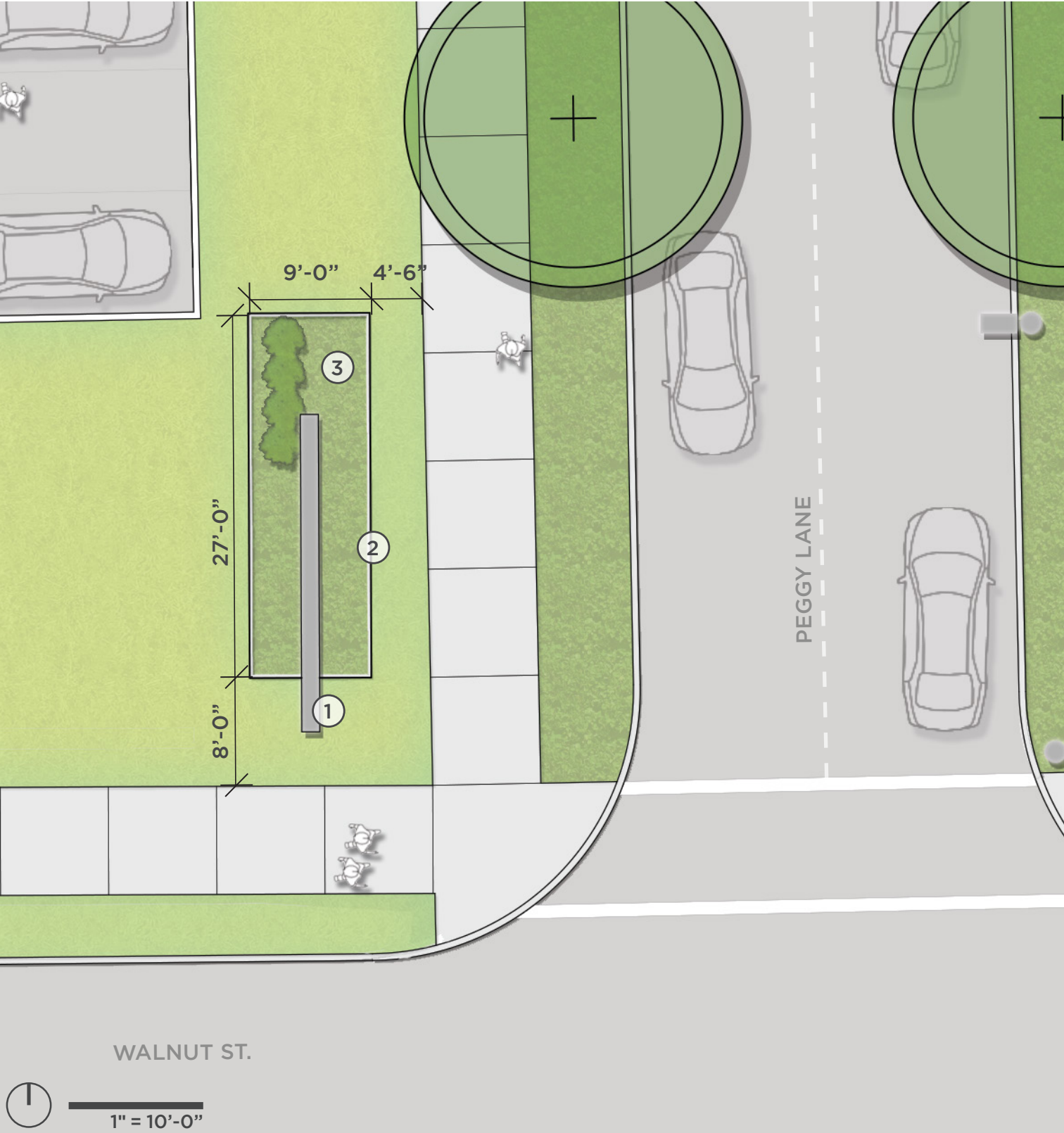
MARIE CURIE



LANDSCAPE DESIGN

SECONDARY ENTRANCES

PEGGY LANE



LEGEND

- ① SIGNAGE WALL WITH BACKLIT PIN MOUNTED LETTERS
- ② 1'-0" TALL PLANTER
- ③ LOW ENHANCED PLANTING

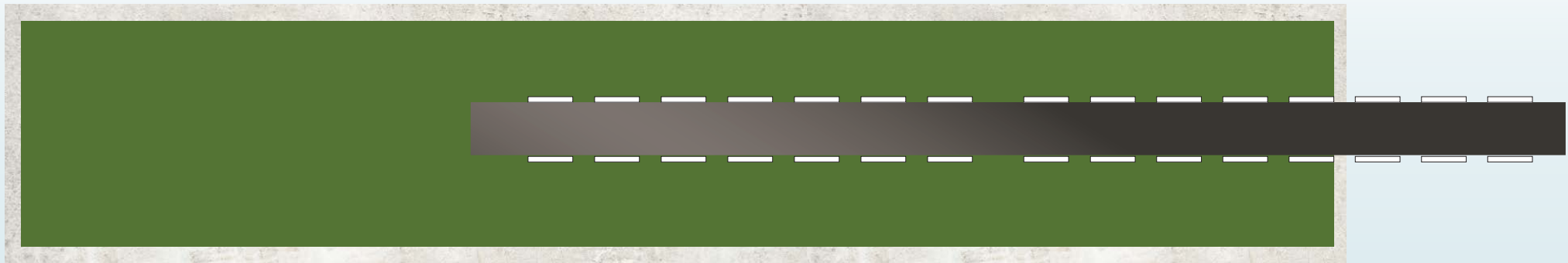
WESTWOOD DRIVE



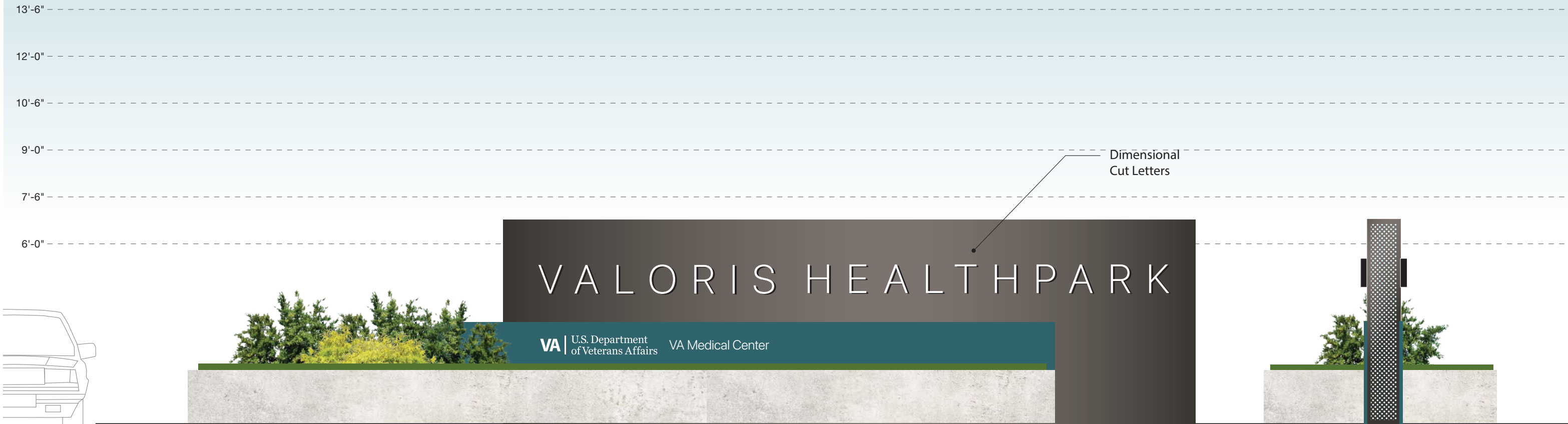
GRAPHICS DESIGN

SECONDARY ENTRANCES

PEGGY LANE + WESTWOOD



Top View



SCALE: 3/8" = 1'-0"

ENTRY.3
Entry Signage

Side View

GRAPHICS DESIGN

SECONDARY ENTRANCES

VA SIGN ADAPTATION ON WESTWOOD

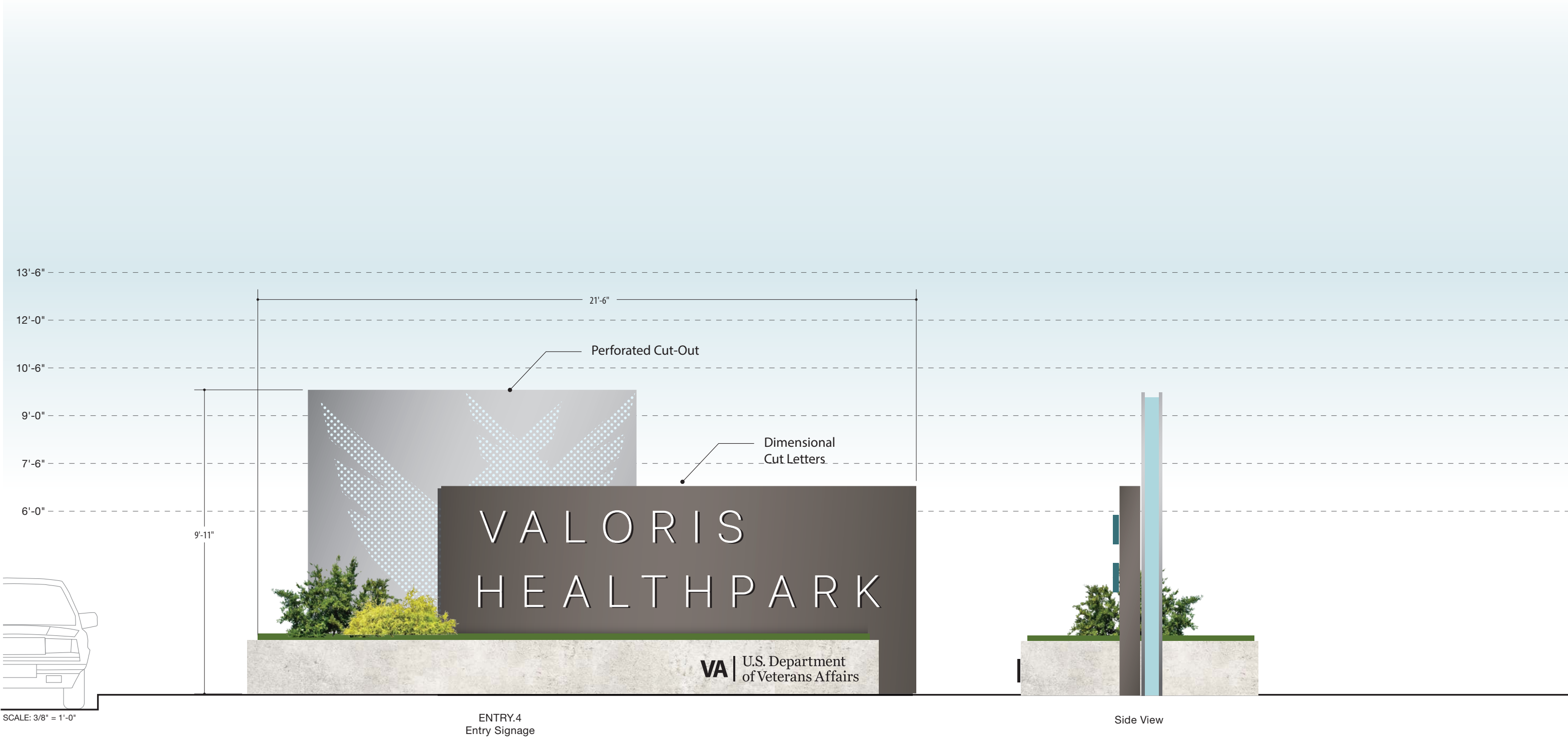


ENTRY.5 -Westwood
Double Sided
(Update Existing VA Sign)

GRAPHICS DESIGN

INTERSECTION MONUMENT

CORNER OF WALNUT + SHILOH



GRAPHICS DESIGN

ENTRY MONUMENT OVERVIEW



ENTRY.1 - Clara Barton



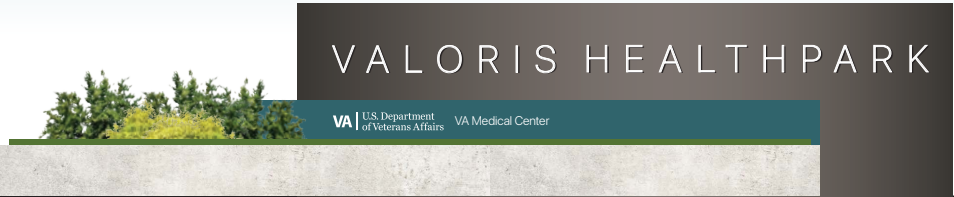
ENTRY.2 - Marie Curie
Double Sided



ENTRY.3 - Peggy Lane
Double Sided



ENTRY.5 -Westwood
Double Sided
(Update Existing VA Sign)



ENTRY.3 - Westwood
Double Sided

APPENDIX

MASSING MODEL RENDERINGS

VALORIS HEALTH PARK

LANDSCAPE DESIGN

THE PARKWAY

CLARA BARTON MASSING VIEW



LANDSCAPE DESIGN

THE CONNECTORS

MARIE CURIE MASSING VIEW



LANDSCAPE DESIGN

THE CONNECTORS

MARIE CURIE MASSING VIEW



LANDSCAPE PLAN

SECONDARY ACCESS ROUTES

PEGGY LANE MASSING VIEW



LANDSCAPE PLAN

SECONDARY ACCESS ROUTES

PEGGY LANE MASSING VIEW



LANDSCAPE PLAN

PERIMETER ROAD

SHILOH MASSING VIEW



LANDSCAPE PLAN

PERIMETER ROAD

WALNUT MASSING VIEW



LANDSCAPE PLAN

VALORIS PARK MASSING VIEW



LANDSCAPE PLAN

VALORIS PARK MASSING VIEW



LANDSCAPE PLAN

VALORIS PARK MASSING VIEW



LANDSCAPE DESIGN

PRIMARY ENTRANCES

CLARA BARTON OPTION 1 MASSING VIEW



LANDSCAPE DESIGN

PRIMARY ENTRANCES

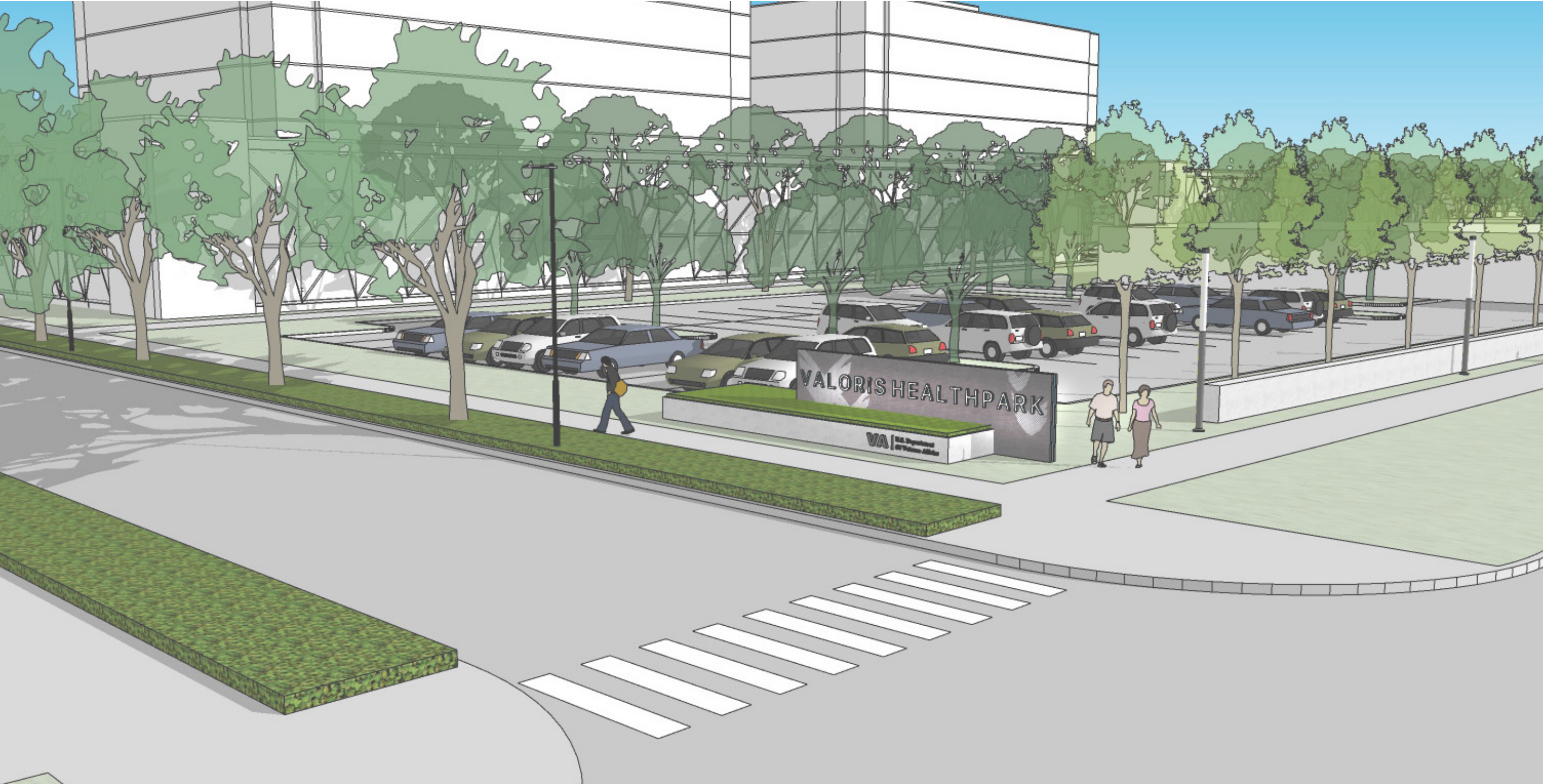
MARIE CURIE MASSING VIEW



LANDSCAPE DESIGN

SECONDARY ENTRANCES

PEGGY LANE + WESTWOOD DRIVE MASSING VIEWS



APPENDIX

SITE ASSESSMENTS

VALORIS HEALTH PARK

SITE CONTEXT

- LEGEND
- Garland Medical District Extents
 - Main Thoroughfare
 - Duck Creek
 - Park / Open Space
 - Light Rail Station
 - Light Rail- Blue Line
 - KCS Rail Line (Freight)
 - Downtown Bus Stop
 - Local Bus Route

PARKS &
OPEN SPACE



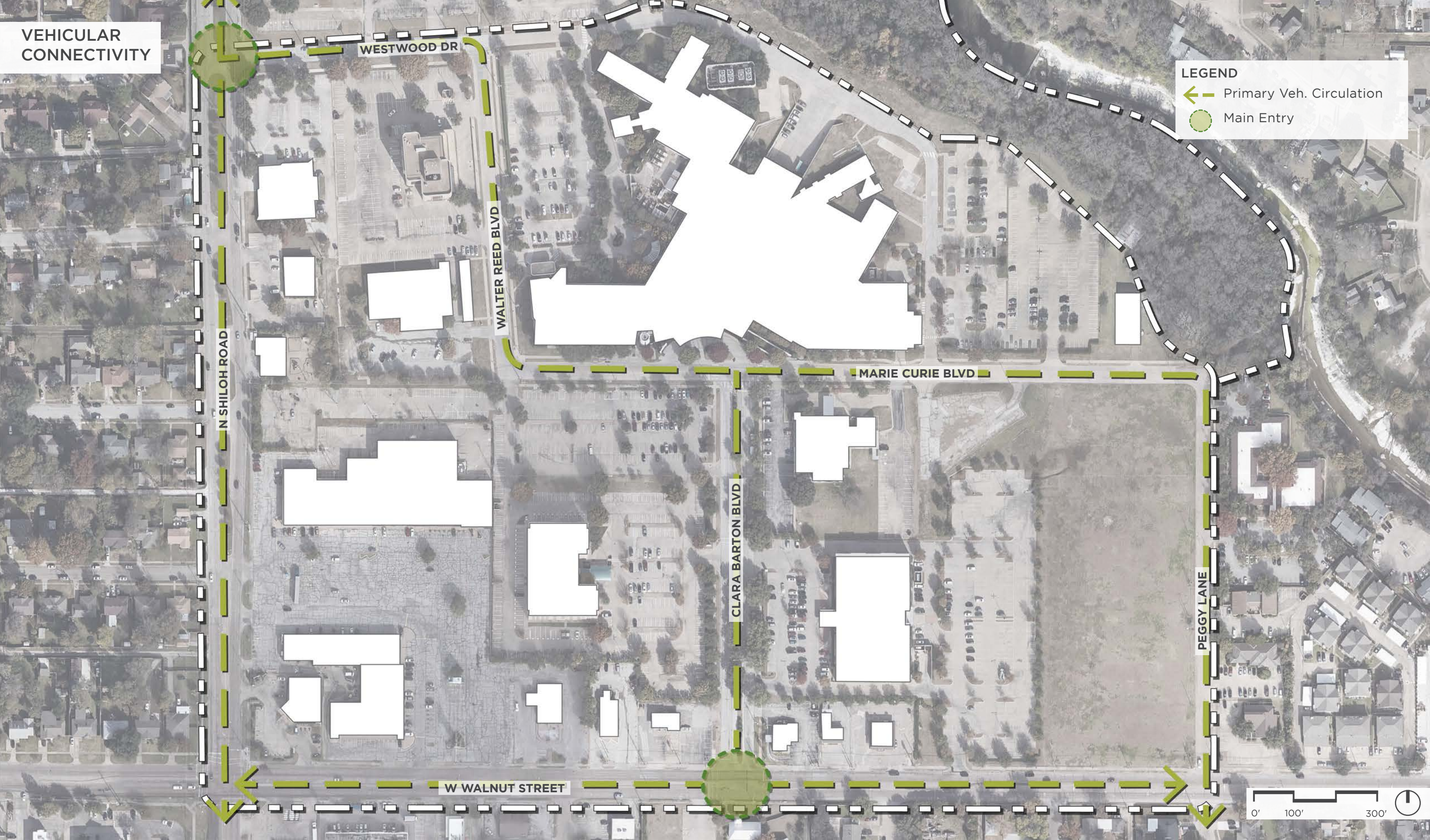
LEGEND

- Garland Medical District Extents
- Main Thoroughfare
- Duck Creek
- Park / Open Space
- Dedicated Bike Lane
- Bike Friendly Street / Trail
- Park

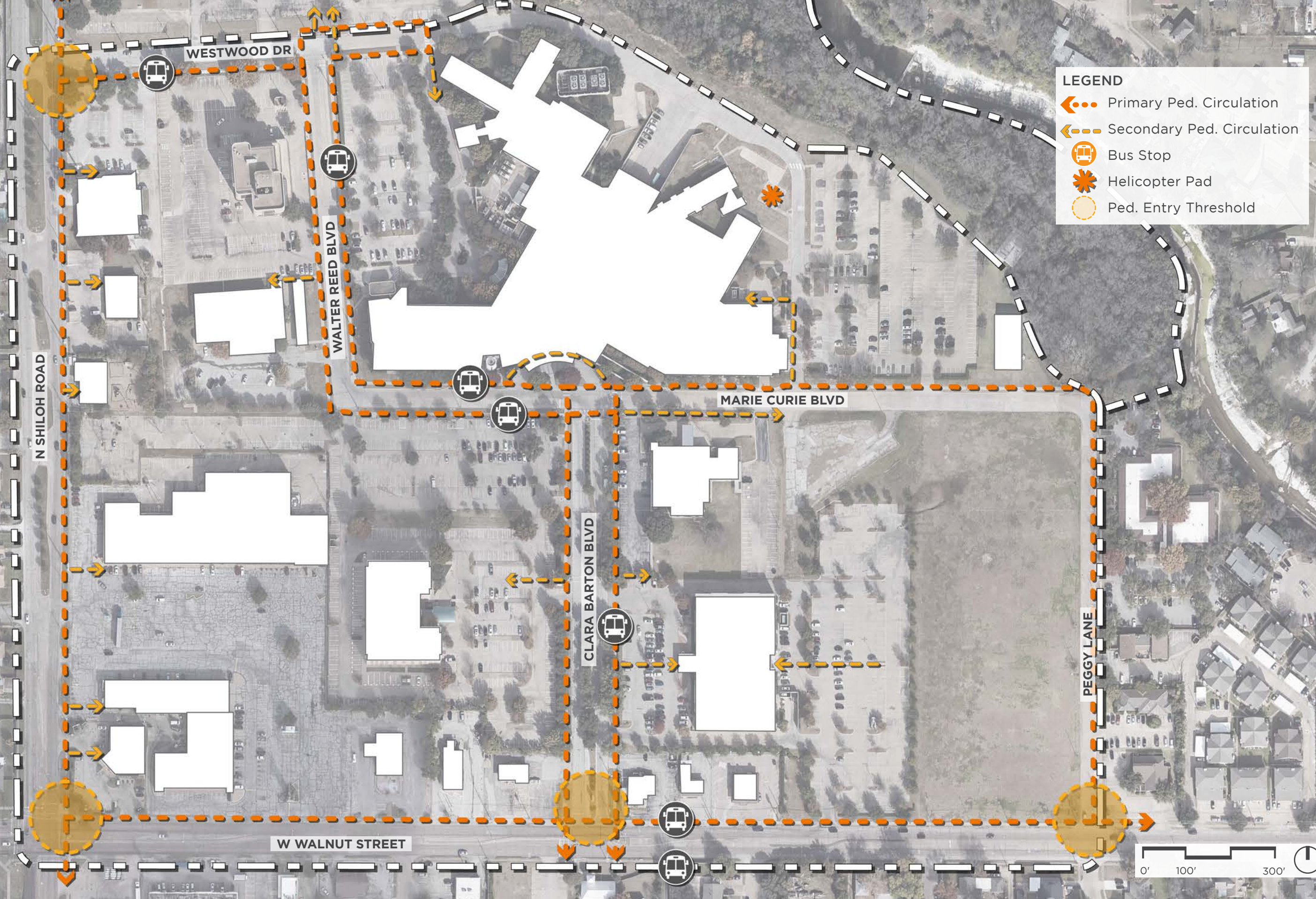
VEHICULAR
CONNECTIVITY

LEGEND

- Primary Veh. Circulation
- Main Entry



PEDESTRIAN
CONNECTIVITY





W WALNUT STREET



W Walnut + N Shiloh



W Walnut + Clara Barton

N SHILOH ROAD

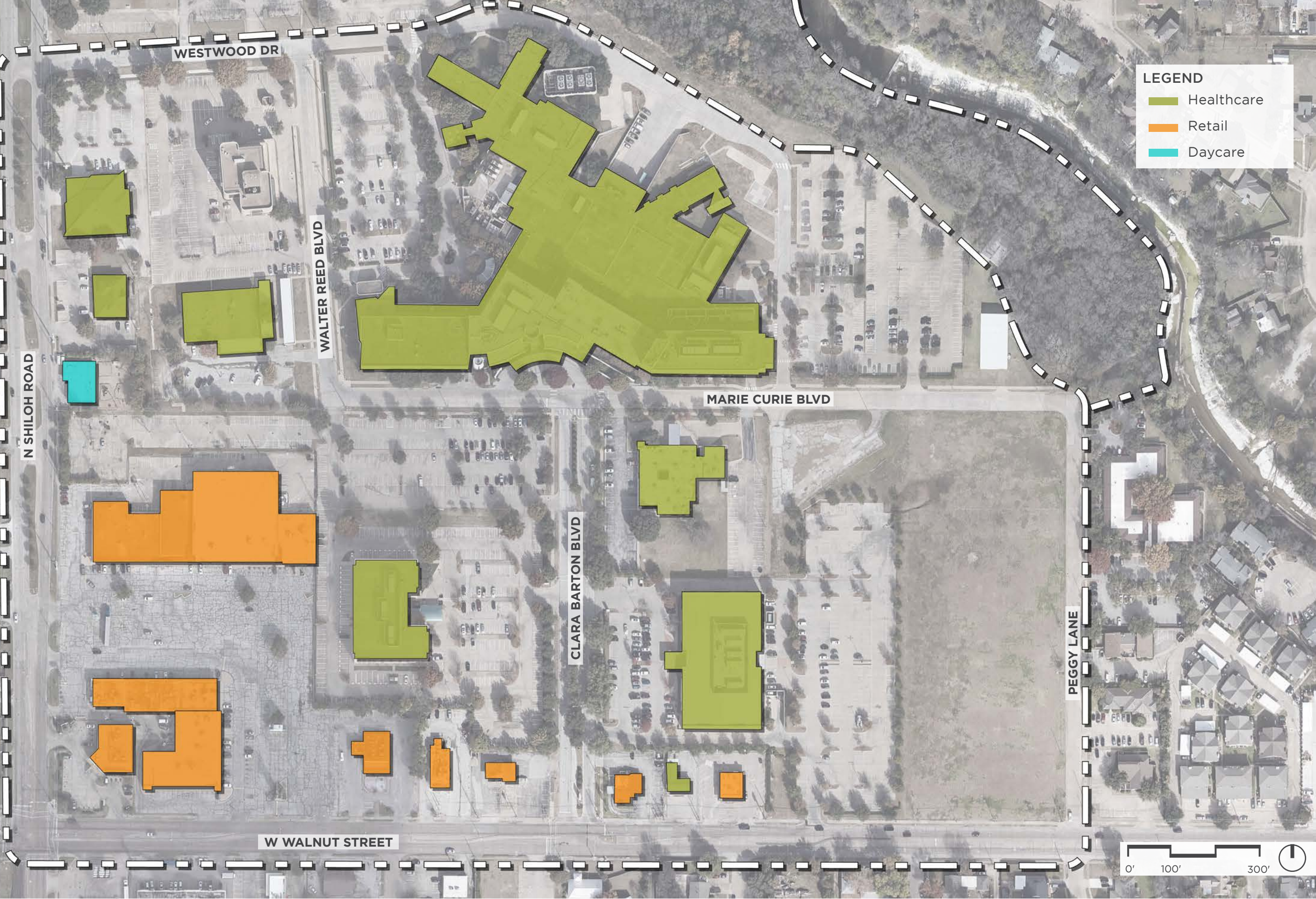


N Shiloh + Westwood



N Shiloh + W Walnut

BUILDING
ASSESSMENT



BUILDING IMAGERY



Garland VA Medical Center



Garland VA Medical Center



DaVita Dialysis Center



Allergy Partners of Dallas-Fort Worth



Frog Academy Daycare



Grocery + Retail

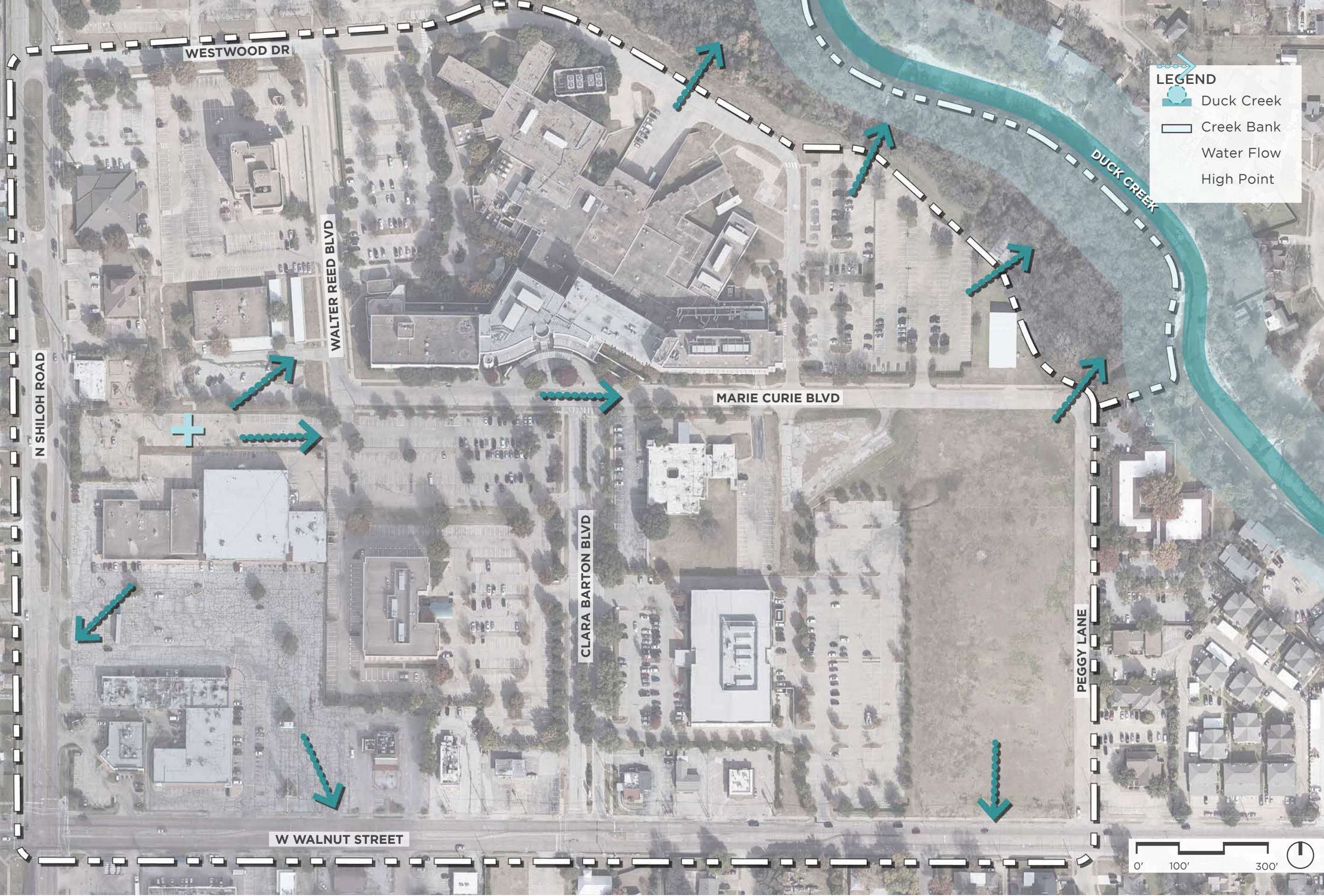


Valoris Medical Offices



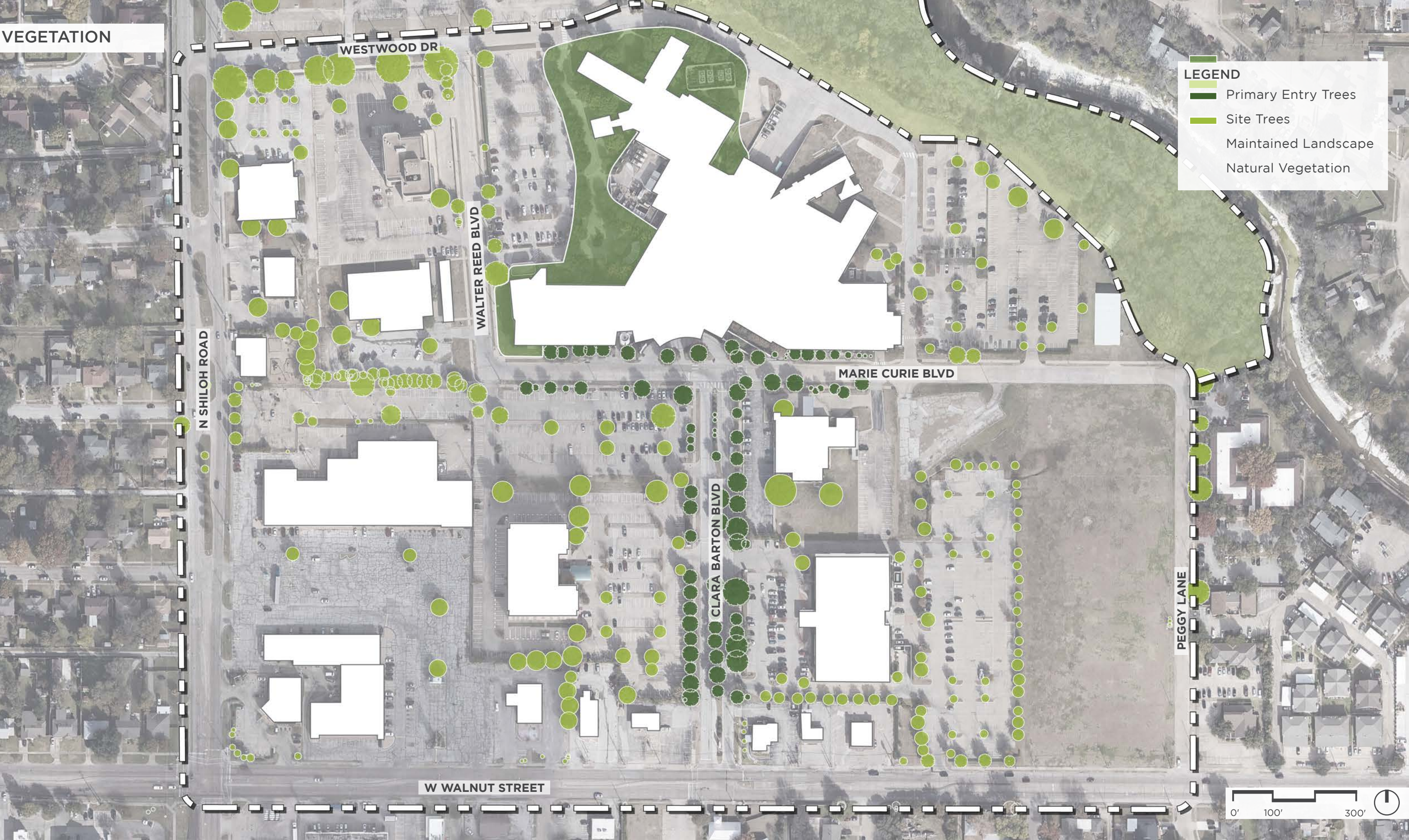
Valoris Medical Offices

HYDROLOGY





VEGETATION





EXISTING UTILITIES

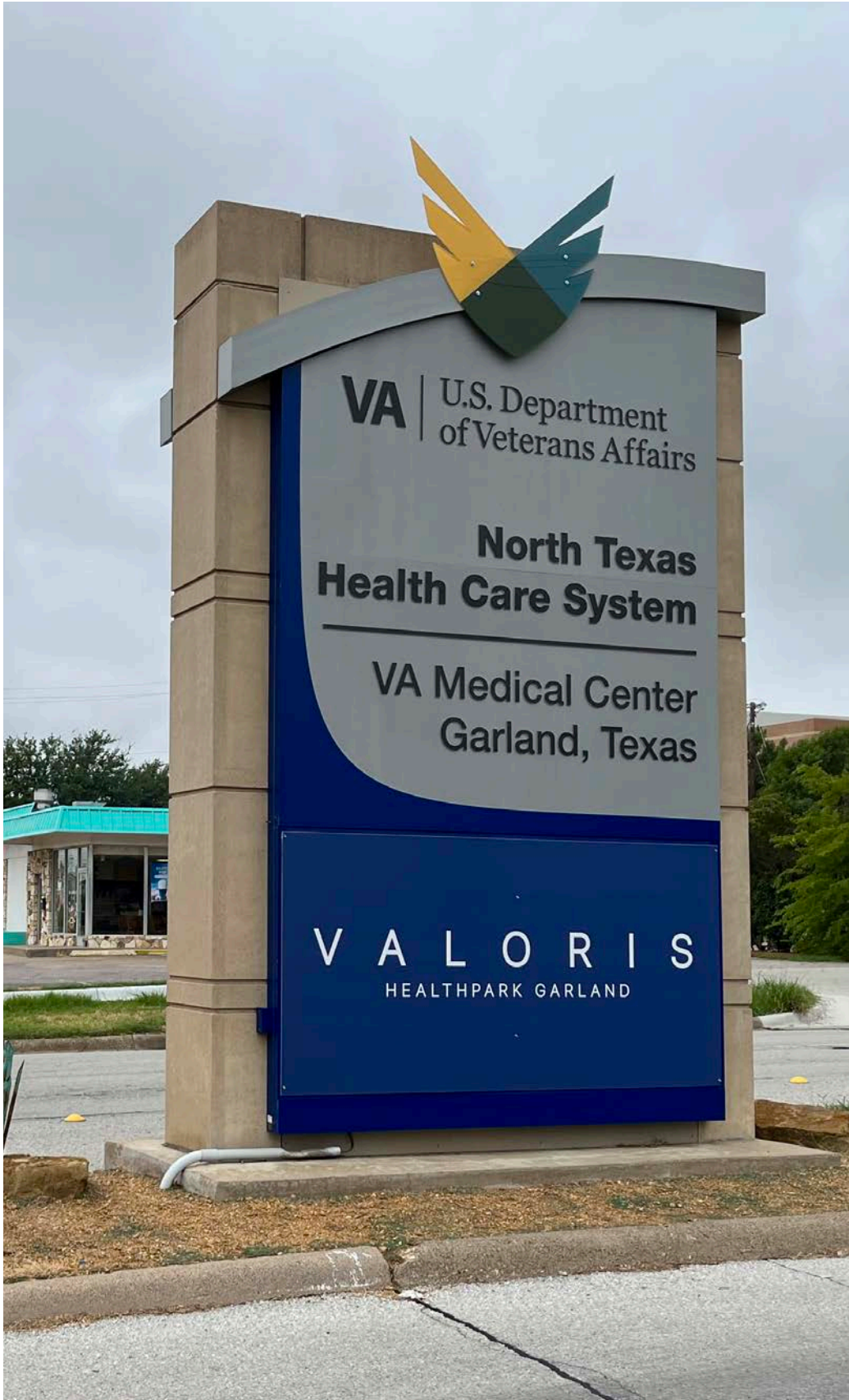


EXISTING LIGHTING





EXISTING SIGNAGE





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

5.

Meeting Date: 05/02/2023

Item Title: General Obligation Refunding Bonds, Series 2023

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the March 3, 2023, Work Session, Council considered refunding \$50 million of General Obligation Commercial Paper Notes, Series 2021. The purpose of this transaction is to refund a portion of variable rate commercial paper notes used to fund projects included in the voter approved bond programs.

Recommendation/Action Requested and Justification

Approve the sale of General Obligation Refunding Bonds, Series 2023.

Attachments

Draft GO Refunding Bond Ordinance

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

CITY OF GARLAND, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2023

Table Of Contents

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS	4
Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS.....	4
Section 3. CHARACTERISTICS OF THE BONDS	5
Section 4. FORM OF BONDS	9
Section 5. INTEREST AND SINKING FUND	15
Section 6. DEFEASANCE OF BONDS.....	16
Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS	17
Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL	17
Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.....	18
Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.....	20
Section 11. DEFAULT AND REMEDIES	20
Section 12. COMPLIANCE WITH RULE 15c2-12	21
Section 13. METHOD OF AMENDMENT	24
Section 14. APPROVAL OF TRANSFER OF FUNDS	25
Section 15. REDEMPTION OF REFUNDED CP NOTES	26
Section 16. APPLICATION OF PREMIUM	26
Section 17. APPROPRIATION.....	26
Section 18. SEVERABILITY.....	26

Section 19. EFFECTIVE DATE.....	26
SCHEDULE I	S-1
EXHIBIT A.....	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 2023," 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 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, 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 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, as shown in the table below, there is currently outstanding \$50,000,000 in aggregate principal amount of Commercial Paper Notes, which are being refunded with the bonds hereinafter authorized (the "Refunded CP Notes"), which have been issued for the following authorized purposes:

Authorized Purpose	Date Authorized	Amount Authorized	Commercial Paper Notes Heretofore Issued*	Total Obligations Heretofore Issued*	Authorization Remaining
Various Street Improvements	5/31/1997	\$ 72,210,000	\$ 15,776	\$ 71,129,516	\$ 1,064,708
Park and Recreation Facilities and Improvements	5/15/2004	21,680,000	1,190,916	13,212,077	7,277,007
Street Improvements	5/15/2004	113,370,000	5,385,055	73,863,818	34,121,127
Public Safety Facilities	5/15/2004	12,950,000	20,557	12,866,740	62,703
Municipal Improvements	5/15/2004	11,180,000	962,413	6,125,703	4,091,884
Street Improvements	5/4/2019	122,250,000	12,287,033	12,061,849	97,901,118
Public Safety Improvements	5/4/2019	51,350,000	7,725,371	12,424,449	31,200,180
Drainage Improvements	5/4/2019	47,350,000	1,074,624	2,127,149	44,148,227
Parks and Recreation Improvements	5/4/2019	117,750,000	17,953,282	27,690,447	72,106,271
Library Improvements	5/4/2019	21,000,000	1,232,237	710,903	19,056,860
Municipal Facilities Improvements	5/4/2019	6,000,000	54,844	2,462,173	3,482,983
Animal Shelter	5/4/2019	12,000,000	2,097,892	9,712,553	189,555
Total		\$ 609,090,000	\$ 50,000,000	\$ 244,387,378	\$ 314,702,623

* Includes principal and premium, if any.

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 CP Notes 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 CP Notes or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings;

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 restructure the Issuer's outstanding debt service;

WHEREAS, all the Refunded CP Notes 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 \$[46,975,000] 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 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated May 1, 2023, 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 Purchaser 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:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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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 2023	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	May 31, 2023	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, 2024 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

⁽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, 2034] may be redeemed prior to their scheduled maturities on any date on or after [February 15, 2033], 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)
City Secretary

(signature)
Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed 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:

<u>Years</u>	<u>Principal Installments (\$)</u>	<u>Interest Rates (%)</u>
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

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, 2024, 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 Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with the issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem is hereby authorized to execute such engagement letter.

Section 9. 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 CP Notes 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 [] (the "Purchaser") for the purchase price of \$[], representing an aggregate par amount of the Bonds of \$[46,975,000], plus a reoffering premium of \$[], and less a Purchaser's discount on the Bonds of \$[]. It is hereby officially found, determined, and declared that the Bonds have been sold at public sale to the bidder offering the lowest true interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement prepared and distributed in connection with the sale of the Bonds, and that the terms of such sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of the Purchaser 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 Purchaser 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 __, 2023 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 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 2023. 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 TRANSFER OF FUNDS. On or immediately prior to the date of the delivery of the Bonds to the Purchaser, an Authorized Officer is authorized to transfer and deposit cash

from available funds to the paying agent/registrar of the Refunded CP Notes, as applicable, if needed, to accomplish the refunding of the Refunded CP Notes.

Section 15. REDEMPTION OF REFUNDED CP NOTES.

(a) The Issuer hereby directs that the Refunded CP Notes be called for redemption or otherwise retired on the dates and at the prices set forth on Schedule I.

(b) The paying agent/registrar for the Refunded CP Notes are hereby directed to provide the appropriate notice of redemption as required by the Refunded CP Notes (if applicable) and are hereby directed to make appropriate arrangements so that the Refunded CP Notes 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 CP Notes on their respective maturity or redemption dates shall be from the funds deposited with the paying agent for the Refunded CP Notes from amounts deposited with the paying agent/registrar for the Refunded CP Notes from proceeds of the Bonds.

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 CP Notes, as needed, and \$[_____] shall be used to pay costs of issuance and the Purchaser's 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 COMMERCIAL PAPER NOTES

Refunded CP Notes

City of Garland General Obligation Commercial Paper Notes, Series 2021 maturing on May 31, 2023 in the principal amount of \$50,000,000 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

6.

Meeting Date: 05/02/2023

Item Title: Consider an ordinance approving the sale of Certificates of Obligation, Series 2023

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the March 6, 2023 Work Session, Council authorized the sale of Certificates of Obligation in the approximate amount of \$31.2 million to fund a portion of the 2023 CIP.

Recommendation/Action Requested and Justification

By ordinance, approve the sale of Certificates of Obligation, Series 2023 to fund a portion of the approved 2023 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 2023

TABLE OF CONTENTS

Section 1. Recitals, Amount And Purpose Of The Certificates	2
Section 2. Designation, Date, Denominations, Numbers, And Maturities And Interest Rates Of Certificates	3
Section 3. Characteristics Of The Certificates	3
Section 4. Form Of Certificates	7
Section 5. Interest And Sinking Fund; Surplus Revenues	14
Section 6. Defeasance Of Certificates.....	15
Section 7. Damaged, Mutilated, Lost, Stolen, Or Destroyed Certificates.....	16
Section 8. Custody, Approval, And Registration Of Certificates; Bond Counsel's Opinion; Cusip Numbers And Contingent Insurance Provision, If Obtained; Engagement Of Bond Counsel	17
Section 9. Covenants Regarding Tax Exemption Of Interest On The Certificates.....	17
Section 10. Sale Of Certificates And Approval Of Official Statement; Further Procedures	20
Section 11. Interest Earnings On Certificate Proceeds	20
Section 12. Construction Fund.....	21
Section 13. Compliance With Rule 15c2-12.....	21
Section 14. Method Of Amendment	24
Section 15. Default And Remedies	25
Section 16. Appropriation.....	26
Section 17. Disposition Of Funds	26
Section 18. Effective Date	26
Section 19. Severability	26
EXHIBIT A.....	A-1

AN ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF \$[42,810,000] IN PRINCIPAL AMOUNT OF "CITY OF GARLAND, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023;" 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 \$[42,810,000] 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 \$[42,810,000], 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 and the acquisition of land and interests in land related thereto; (b) constructing, renovating 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, 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 and street department; (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 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated May 1, 2023, 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 Purchaser 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:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		

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 2023	PRINCIPAL AMOUNT \$_____
--------	---	--------------------------------

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	May 31, 2023	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, 2024 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 May 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[42,810,000] 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 and the acquisition of land and interests in land related thereto; (b) constructing, renovating 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, 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 and street department; (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 and the issuance of the Certificates.

ON [February 15, 2033], 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__	
	Principal Amount		Principal Amount
Mandatory Redemption Date		Mandatory Redemption Date	
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)
City Secretary

(signature)
Mayor

(SEAL)

[INSERT BOND INSURANCE LEGEND, IF ANY]

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this 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 (%)
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

2039
2040
2041
2042
2043

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, 2024, 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 Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Purchaser. 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 [] (the "Purchaser") for the purchase price of \$[], representing an aggregate par amount of the Certificates of \$[42,810,000], plus a net reoffering premium of \$[], and less a Purchaser's discount on the Certificates of \$[]. It is hereby officially found, determined, and declared that the Certificates have been sold at public sale to the bidder offering the lowest true interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement prepared and distributed in connection with the sale of the Certificates, and that the terms of such sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the Purchaser or its designee.

(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 [], 2023 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 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 2023 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 2023. 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 Purchaser's 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

7.

Meeting Date: 05/02/2023

Item Title: General Obligation Bonds, Taxable Series 2023

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the March 3, 2023, Work Session, Council considered the issuance of approximately \$10 million in Taxable General Obligation Bonds. The purpose of this transaction is to fund Economic Development initiatives approved by the voters in the 2019 Bond Program and Council in the 2023 CIP.

Recommendation/Action Requested and Justification

Approve the sale of General Obligation Bonds, Taxable Series 2023.

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 2023

Table Of Contents

Section 1. Recitals, Amount And Purpose Of The Bonds	3
Section 2. Designation, Date, Denominations, Numbers, And Maturities And Interest Rates Of Bonds	3
Section 3. Characteristics Of The Bonds	4
Section 4. Form Of Bonds	7
Section 5. Interest And Sinking Fund.....	8
Section 6. Defeasance Of Bonds.....	8
Section 7. Damaged, Mutilated, Lost, Stolen, Or Destroyed Bonds	10
Section 8. Custody, Approval, And Registration Of Bonds; Bond Counsel's Opinion; Cusip Numbers; Engagement Of Bond Counsel.....	11
Section 9. Tax Exemption.....	11
Section 10. Sale Of Bonds And Approval Of Official Statement; Further Procedures.....	11
Section 11. Interest Earnings On Bond Proceeds	12
Section 12. Construction Fund; Investment.....	12
Section 13. Compliance With Rule 15c2-12.....	12
Section 14. Method Of Amendment	16
Section 15. Default And Remedies.....	17
Section 16. Appropriation.....	18
Section 17. Severability	19
Section 18. Effective Date	19
Exhibit A.....	A-1
Exhibit B.....	B-1

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

Authorized Purpose	Date Authorized	Amount Authorized	Heretofore Issued*	Amount Being Issued*	Authorization Remaining
Parks Improvements	5/4/1991	\$ 5,144,000	\$ 5,118,660	\$ -	\$ 25,340
Street Improvements	5/4/1991	42,496,500	42,414,612	-	81,888
Public Safety Improvements	5/4/1991	7,226,086	7,199,376	-	26,710
Parks Improvements	5/31/1997	12,370,000	12,370,000	-	0
Various Street Improvements	5/31/1997	72,210,000	71,145,292	-	1,064,708
Drainage Improvements	5/31/1997	10,570,000	10,502,789	-	67,212
Library Improvements	5/31/1997	5,890,000	5,877,682	-	12,318
Public Safety Improvements	5/31/1997	19,890,000	19,770,561	-	119,439
Municipal Facility Improvements	5/31/1997	1,710,000	1,521,000	-	189,000
Park and Recreation Facilities and Improvements	5/15/2004	21,680,000	14,402,993	-	7,277,007
Street Improvements	5/15/2004	113,370,000	79,248,873	-	34,121,127
Drainage Improvements	5/15/2004	28,000,000	21,158,178	-	6,841,822
Library Facilities	5/15/2004	9,400,000	9,386,179	-	13,821
Public Safety Facilities	5/15/2004	12,950,000	12,887,297	-	62,703
Municipal Improvements	5/15/2004	11,180,000	7,088,116	-	4,091,884
Economic Development/Land Acquisition	5/15/2004	3,420,000	2,557,207	-	862,793
Street Improvements	5/4/2019	122,250,000	24,348,882	-	97,901,118
Public Safety Improvements	5/4/2019	51,350,000	20,149,820	-	31,200,180
Drainage Improvements	5/4/2019	47,350,000	3,201,773	-	44,148,227
Parks and Recreation Improvements	5/4/2019	117,750,000	45,643,729	-	72,106,271
Library Improvements	5/4/2019	21,000,000	1,943,140	-	19,056,860
Economic Development	5/4/2019	46,000,000	6,381,379	[10,000,000]	29,618,621
Municipal Facilities Improvements	5/4/2019	6,000,000	2,517,017	-	3,482,983
Animal Shelter	5/4/2019	12,000,000	11,810,445	-	189,555
Total		\$ 801,206,586	\$ 438,644,999	\$ [10,000,000]	\$ 352,561,587

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;

2

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 \$[10,000,000] 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 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated May 1, 2023, 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 Purchaser 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 at the rates per annum, as set forth in the following schedule:

<u>Maturity</u> <u>(Feb. 15)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		

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) [RESERVED], (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 Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with 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 [_____] (the "Purchaser"), for the purchase price of \$[_____] representing the par amount of the Bonds, less an Purchaser's discount on the Bonds of \$[_____]. It is hereby officially found, determined, and declared that the Bonds have been sold at public sale to the bidder offering the lowest true interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement prepared and distributed in connection with the sale of the Bonds, and that the terms of such sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of the Purchaser 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 Purchaser 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.

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 2023 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, and the total amount of voted authorization used pursuant to Proposition F of the May 4, 2019 election is \$[10,000,000]. 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 2023. 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- UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS \$ _____
CITY OF GARLAND, TEXAS
GENERAL OBLIGATION BOND
TAXABLE SERIES 2023

<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
		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, 2024 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above; 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 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 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 May 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[10,000,000] 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.

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 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.

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:

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

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, 2024, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment

specified above; 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
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

8.

Meeting Date: 05/02/2023

Item Title: Water and Sewer System Revenue Refunding Bonds, Series 2023

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the March 6, 2023, Work Session Council considered refunding \$41 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately \$9.6 million Water and Sewer System Revenue Bonds, Series 2013 with Water and Sewer System Revenue Refunding Bonds, Series 2023. 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 Refunding Bonds, Series 2023.

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 2023**

TABLE OF CONTENTS

Section 1. Incorporation Of Recitals.....	3
Section 2. Purpose Of The Bonds.....	3
Section 3. Designation Of The Bonds.....	3
Section 4. [Reserved].....	4
Section 5. Characteristics Of The Bonds	4
Section 6. City To Maintain A Paying Agent/Registrar For The Bonds	6
Section 7. Authentication Of Bonds; Initial Bond.....	6
Section 8. Book-Entry Only System.....	7
Section 9. Form Of Bonds	8
Section 10. Definitions.....	17
Section 11. Pledge Of Revenues.....	24
Section 12. Rates And Charges.....	24
Section 13. Fund Designations	24
Section 14. System Fund.....	25
Section 15. Bond Fund.....	25
Section 16. Deficiencies In Funds	26
Section 17. Excess Revenues.....	26
Section 18. Security Of Funds	26
Section 19. No Additional Obligations To Be Issued On A Basis Superior To The Bond Similarly Secured.....	26
Section 20. Issuance Of Additional Bonds	26
Section 21. Maintenance And Operation - Insurance	27
Section 22. Records - Accounts - Accounting Reports.....	28
Section 23. Remedies In Event Of Default.....	28
Section 24. Special Covenants.....	28
Section 25. Bonds Are Special Obligations.....	29
Section 26. Bonds Are Negotiable Instruments.....	29
Section 27. Investments	30
Section 28. Payment Of Bonds	30
Section 29. Defeasance Of Bonds.....	30

Section 30. Ordinance A Contract; Amendments	31
Section 31. Damaged, Mutilated, Lost, Stolen, Or Destroyed Bonds	31
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	32
Section 33. Covenants Regarding Tax Exemption	33
Section 34. Disposition Of Refinanced Facilities	35
Section 35. Compliance With Rule 15c2-12.....	35
Section 36. Sale Of Bonds And Approval Of Official Statement; Further Procedures.....	38
Section 37. Approval Of Deposit Agreement And Transfer Of Funds.....	39
Section 38. Redemption Of Refunded Obligations.....	39
Section 39. Benefits Of Ordinance	40
Section 40. Governing Law	40
Section 41. Effect Of Headings	40
Section 42. Severability	40
Section 43. Public Notice.....	40
Section 44. Effective Date	40
Schedule I Schedule Of Refunded Obligations	S-1

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GARLAND, TEXAS, WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, NEW SERIES 2023; 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 PROVIDING AN EFFECTIVE DATE

THE STATE OF TEXAS

§

COUNTIES OF DALLAS, COLLIN AND ROCKWALL

§

CITY OF GARLAND

§

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

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

WHEREAS, in the ordinances authorizing the issuance of the Previously Issued Bonds, the City reserved the right to issue additional parity bonds secured by a lien on and pledge of the Net Revenues (hereinafter defined) of the City's 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 2013, dated May 1, 2013, scheduled to mature on March 1 in each of the years 2024 through 2027, inclusive, and on March 1, 2030 and March 1, 2033, and aggregating in the principal amount of \$9,605,000 (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 first 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 \$41,000,000 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 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 \$[38,580,000], 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 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated May 1, 2023, 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 Purchaser, 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:

<u>Years of Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2024		
2025		
2026		

2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043

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, (duly impressed, or placed in facsimile), executed (by manual or facsimile signature of the Mayor and City Secretary of the City (or in the Mayor's absence, of the Mayor Pro Tem)) 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 Purchaser or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, of the Mayor Pro Tem) 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 Purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (b) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall

be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

SECTION 9. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(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 2023	PRINCIPAL AMOUNT \$
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INTEREST RATE	INITIAL DELIVERY DATE OF BONDS	MATURITY DATE	CUSIP NO.
_____	May 31, 2023	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, 2024 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 May 1, 2023 (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 \$[38,580,000] 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	
<u>Principal</u>		<u>Principal</u>		<u>Principal</u>	
<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>

⁽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, 2034] may be redeemed prior to their scheduled maturities on any date on or after [March 1, 2033], 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 first lien on and pledge of the Net Revenues of the System. The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

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 in paragraph (a) of this Section, except that:

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

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

"THE CITY OF GARLAND, TEXAS, in Dallas, Collin and Rockwall Counties, Texas (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Owner specified above, or registered assigns (hereinafter called the "Owner"), on 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:

<u>Years</u>	<u>Principal Installments (\$)</u>	<u>Interest Rates (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

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, 2024, 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 2023", dated May 1, 2023, 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;

(viii) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2021", dated January 15, 2021; and

(ix) "City of Garland, Texas, Water and Sewer System Revenue Refunding Bonds, New Series 2022", dated May 1, 2022.

(u) 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.

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

(w) 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.

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

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the 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 Bonds Similarly Secured, second to the payment of any principal, interest or reserve requirements of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System subordinate to the lien on and pledge of the Net Revenues to any Outstanding Bonds Similarly Secured and third, for any purpose authorized by applicable law.

SECTION 15. BOND FUND. The following provisions shall govern the maintenance and use of the Bond Fund: the City covenants that from the funds in the System Fund, after paying or making provision for the payment of the necessary and reasonable expenses of operation and maintenance of the System, the City shall pay into the Bond Fund during each year in which any of the Bonds Similarly Secured are Outstanding, an amount equal to one hundred percent (100%)

of the amount required to meet the principal and interest payments falling due on or before the next maturity date of the Outstanding Bonds Similarly Secured. An amount of moneys in the Bond Fund sufficient to pay principal and interest next coming due shall be transferred to the Paying Agent/Registrar on or before the principal or interest payment date.

SECTION 16. 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 BASIS SUPERIOR TO THE BOND SIMILARLY SECURED - OBLIGATIONS OF INFERIOR LIEN AND PLEDGE. The City will not hereafter issue any additional obligations 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 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 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 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 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 Bonds Similarly Secured.

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

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

(e) At such time as there are no 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 Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser. The engagement of such firm as bond counsel to the 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.

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 2023. 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 [] (the "Purchaser"), for the purchase price of \$[] (representing the par amount of the Bonds of \$[46,705,00], plus aggregate original issue premium of \$[] and less a Purchaser's discount of \$[]). It is hereby officially found, determined, and declared that the Bonds have been sold at public sale to the bidder offering the lowest true interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement

prepared and distributed in connection with the sale of the Bonds, and that the terms of such sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of the Purchaser 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 Purchaser 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 Purchaser, an Authorized Officer is authorized to transfer and deposit cash from available funds to the paying agent/registrar 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) 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/registrar 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.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

Refunded Bonds

Water and Sewer System Revenue Refunding and Improvement Bonds, Series 2013

Original Dated Date	Original Maturity Date	Interest Rates	Amount	Maturity or Call Date
5/1/2013	3/1/2024	3.000%	\$ 2,625,000	5/31/2023
	3/1/2025	3.000%	2,705,000	5/31/2023
	3/1/2026	3.000%	1,265,000	5/31/2023
	3/1/2027	3.000%	430,000	5/31/2023
	3/1/2028	(1) 3.250%	445,000	5/31/2023
	3/1/2029	(1) 3.250%	400,000	5/31/2023
	3/1/2030	(1) 3.250%	415,000	5/31/2023
	3/1/2031	(2) 3.375%	425,000	5/31/2023
	3/1/2032	(2) 3.375%	440,000	5/31/2023
	3/1/2033	(2) 3.375%	455,000	5/31/2023
			<u>\$ 9,605,000</u>	

(1) Represents a mandatory sinking fund redemption amount of a term bond with a stated maturity of March 1, 2030.

(2) Represents a mandatory sinking fund redemption amount of a term bond with a stated maturity of March 1, 2033.

The Refunded Bonds will be redeemed on or after June 6, 2023 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, 2033 in the principal amount of \$41,000,000 at the price of par plus accrued interest.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

9.

Meeting Date: 05/02/2023

Item Title: Trusted World Foundation, Inc.

Submitted By: Ayako Schuster, Economic Development Director

Summary of Request/Problem

Trusted World Foundation, Inc.

Recommendation/Action Requested and Justification

Consider the approval of a ground lease, in the form and substance attached hereto, with the Trusted World, Inc.

Attachments

Ground Lease w Trusted World - Rev Draft

GROUND LEASE

by and between

THE CITY OF GARLAND, TEXAS

and

TRUSTED WORLD FOUNDATION INC.

regarding those certain premises located on the east side of the 2800 Block of E. Centerville Road, extending south to the northern edge of the Dallas Area Rapid Transit right-of-way, to the east along the western edge of the City of Dallas tract, and extending north to the southern edge of former State Highway 66 right-of-way, in Garland, Texas

TABLE OF CONTENTS

Article 1	DEFINED TERMS	1
Article 2	DEMISE OF PREMISES	1
Article 3	DELIVERY OF POSSESSION.....	2
3.1	Delivery of Possession.....	2
3.2	Condition of Premises.....	2
3.3	Construction.....	2
Article 4	LEASE TERM.....	2
4.1	Term.....	2
4.2	Extension Options.....	2
4.3	Surrender.....	3
Article 5	RENT	3
5.1	Rent.....	3
5.2	Net Lease; Non-Termination	3
Article 6	TAXES, ASSESSMENTS, AND OTHER CHARGES	4
6.1	Taxes and Assessments.....	4
6.2	Charges	4
6.3	General.....	5
Article 7	USE, ASSIGNMENT, SUBLEASING, MORTGAGING, AND COMPLIANCE WITH REQUIREMENTS	5
7.1	Use	5
7.2	Assignment, Subletting and Mortgaging	6
7.3	Compliance with Requirements.....	13
Article 8	MAINTENANCE AND REPAIRS; IMPROVEMENTS	13
8.1	Maintenance and Repair	13
8.2	Alterations.....	13
8.3	Ownership of Improvements	14
8.4	Liens and Encumbrances	14
Article 9	INSURANCE.....	15
9.1	Classes of Insurance.....	15
9.2	Requirements	15
9.3	Certificates	16
9.4	General.....	16
Article 10	INDEMNIFICATION	16

Article 11	DAMAGE OR DESTRUCTION	17
11.1	Notice.....	17
11.2	Damage or Destruction	17
11.3	Material Exterior Restoration	18
11.4	Insurance Proceeds	18
11.5	Risk of Loss	18
11.6	No Rent Abatement	19
Article 12	CONDEMNATION.....	19
12.1	Total Condemnation	19
12.2	Partial Condemnation	19
12.3	Condemnation at End of Term.....	19
12.4	Public Infrastructure	19
12.5	Awards	20
12.6	General.....	21
Article 13	DEFAULT	21
13.1	Events of Default	21
13.2	Termination.....	22
13.3	Reentry by Landlord	22
13.4	Rights Upon Repossession.....	22
13.5	Liability of Tenant	23
13.6	Right of Landlord to Perform for Tenant.....	23
13.7	General.....	23
13.8	Landlord Default.....	23
Article 14	QUIET ENJOYMENT	24
Article 15	TRANSFERS BY LANDLORD	24
Article 16	SIGNAGE.....	24
Article 17	HAZARDOUS SUBSTANCES	24
17.1	Hazardous Substances.....	24
17.2	Definition of Hazardous Substances.....	25
17.3	Survival.....	26
Article 18	MISCELLANEOUS	26
18.1	Authority.....	26
18.2	Memorandum of Lease	26
18.3	Right to Contest	26

18.4	Notices	26
18.5	No Waiver	277
18.6	Waiver of Redemption; Waiver of Jury Trial	28
18.7	Successors and Assigns	28
18.8	No Merger of Title	28
18.9	Mortgaging the Fee	28
18.10	Separability	29
18.11	Time is of the Essence	29
18.12	Partial Invalidity	29
18.13	Interpretation.....	29
18.14	Surrender.....	29
18.15	Liability.....	29
18.16	Headings, Captions and References.....	30
18.17	Brokerage Commissions	30
18.18	Governing Law; Venue.....	30
18.19	Relationship of Parties	30
18.20	Estoppel Certificates	30
18.21	Right of Tenant to Grant Utility Easements	31
18.22	Prevailing Party.....	31
18.23	Counterparts	31
18.24	Entire Agreement	31
18.25	Force Majeure	31
18.26	Waiver of Immunity.....	31
18.27	Approval of Parties	311

THIS GROUND LEASE (this "**Lease**") is made and entered into as of May ___, 2023 (the "**Effective Date**") by and between the City of Garland, Texas, a home rule municipality ("**Landlord**"), and Trusted World Foundation, Inc., a Texas nonprofit corporation ("**Tenant**").

Article 1 DEFINED TERMS

Capitalized terms shall be given the meaning as defined herein, including the following:

"Development" shall mean an at least approximately sixty thousand (60,000) square foot office and industrial building to be initially constructed on the Premises, along with all adjoining infrastructure, including but not limited to parking lot, driveways, and landscaping.

"Public Infrastructure" shall mean any customary public infrastructure associated or necessitated by the Development, including but not limited to utilities and street work, on or within the Premises.

Terms used but not defined herein shall have the common, ordinary meaning attributed to such words.

Article 2 DEMISE OF PREMISES

For and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the following terms and conditions, the Premises. As used herein, the term "**Premises**" refers to those certain tracts of land located on the east side of the 2800 Block of E. Centerville Road, extending south to the northern edge of the Dallas Area Rapid Transit right-of-way, to the east along the western edge of the City of Dallas tract, and extending north to the southern edge of former State Highway 66 right-of-way, in Garland, Texas, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference as if fully set forth herein, together with all improvements now or hereafter located thereupon and any rights, easements, and appurtenances pertaining thereto. Upon completion of construction of the Development or within not more than sixty (60) days thereafter, Landlord, at its sole cost and expense, will cause the recordation of a revised plat (the "**Final Plat**") which will define the previously separate legal tracts into a single lot and the exterior footprint of the buildings within the Development as then constructed, such that the Premises will be comprised of all areas located within the boundaries of **Exhibit A**. The Final Plat will be subject to Tenant's prior approval, not to be unreasonably withheld, conditioned, or delayed. Landlord and Tenant agree that upon such recordation and approval, the description of the Premises currently set forth on **Exhibit A** will be replaced by the legal description contained in the Final Plat, pursuant to an amendment to this Lease executed by each party hereto.

Article 3
DELIVERY OF POSSESSION

3.1 Delivery of Possession. Landlord will tender possession of the Premises to Tenant upon the Effective Date, subject to the terms of this Lease and all documents executed in connection therewith or related in any way thereto (collectively, the "**Transaction Documents**"). Upon delivery, the Premises will be free of any right, or valid claim to right, of possession by any entity or person other than Tenant, subject to the terms of the Transaction Documents and documents filed in the Official Public Records of Dallas County, Texas (as more fully described in Article 14).

3.2 Condition of Premises. Subject to Landlord's obligations under this Lease, Landlord leases the Premises to Tenant, and Tenant accepts the Premises from Landlord, (i) "as-is, where-is," without representation or warranty by Landlord of any kind, whether express or implied, in fact or by law, unless expressly set forth in this Lease, and (ii) without recourse to Landlord, with respect to:

(a) the condition of the Premises, including, but not limited to, the soil and subsurface conditions thereof; and

(b) the ability to use the Premises for any particular purpose (provided, however, that Landlord represents and warrants that the Premises is zoned Industrial District (IN)).

3.3 Construction. Subject to Landlord's performance of its obligations under this Lease, Tenant will initiate construction of the Development on the Premises within sixty (60) months from the effective date of this Lease.

Article 4
LEASE TERM

4.1 Term. The initial term of this Lease (said term, together with any Extension Terms (defined in Section 4.2), being hereinafter referred to as the "**Term**"), will commence on the Effective Date and will terminate at the end of the Fiftieth (50th) Lease Year thereafter. For purposes of this Lease, the first "**Lease Year**" will mean the period beginning on the Effective Date and ending on December 31st of the calendar year in which the Effective Date occurs. Each subsequent Lease Year will be for consecutive successive periods of twelve (12) calendar months.

4.2 Extension Options. So long as (i) no Event of Default (defined in Section 13.1) has occurred and is then continuing and (ii) neither Party has given Notice of Non-Renewal as specified below, this Lease shall automatically renew at the end of the initial term for up to two (2) successive extensions of the Term for a period of ten [10] years each (collectively, the "**Extension Terms**" or each an "**Extension Term**"), on the same terms and conditions then in effect, except as expressly otherwise provided herein. For the lease to not automatically renew as contemplated herein, either party may provide written notice to the other party in compliance with

Section 18.4 no less than twelve (12) months prior to expiration of the Term (the “**Notice of Non-Renewal**”). If either party provides such Notice of Non-Renewal to the other party, this Lease will expire upon the last day of the Term, and thereafter all terms and provisions of this Lease will cease and be null and void, except for any terms and provisions expressly provided to survive the expiration of the Term or not capable of being fully performed prior to the expiration of the Term.

4.3 Surrender. Upon the expiration of the Term or earlier termination of this Lease, Tenant will surrender the Premises to Landlord in good condition and repair, ordinary wear and tear excepted. So long as no Event of Default has occurred and is continuing, any furniture, moveable equipment or moveable systems, and other personal property that Tenant has placed in the Premises, and that is not a "fixture" under applicable law (collectively, "**Tenant's Property**"), will remain Tenant's Property and may be removed by Tenant at its sole cost and expense at any time prior to the expiration of the Term (or if earlier terminated, within ten [10] days thereafter). Any damage to the Premises caused by such removal will be repaired by Tenant at its sole cost and expense. If Tenant fails to remove Tenant's Property as provided in this Section 4.3, then such remaining property will be deemed the property of Landlord. Subject to the terms and conditions of Section 7.2 of this Lease, including, without limitation, the rights of any leasehold mortgagee, Tenant hereby grants to Landlord a lien on, and a security interest in, all of Tenant's Property that is or may be placed on the Premises during the Term and all proceeds from such property, it being hereby acknowledged and agreed that such lien shall not extend to the property of any sublessee hereunder, unless and until such sublessee's lease becomes a direct lease with Landlord, whether pursuant to the terms of Section 7.2(c) or otherwise, and then only to the extent of any such lien in favor of Tenant, as sublessor. This security interest will secure all amounts to be paid by Tenant to Landlord under this Lease, including all costs of collection and other costs, and any other indebtedness Tenant owes to Landlord. Upon Landlord's request, Tenant agrees to sign a financing statement or security agreement in order to perfect this security interest. This lien will be in addition to any Landlord's lien provided by law which may now or at any time hereafter exist. Tenant, at its sole cost and expense and upon Landlord's written request therefor prior to any termination or expiration of the Term, will promptly remove all or any part of any item (whether a fixture or personal property) installed or placed in or on the Premises by Tenant and, further, at Tenant's sole cost and expense, will repair any damage caused to the Premises by such removal.

Article 5 RENT

5.1 Rent.

(a) Tenant agrees to pay Landlord rental for the Premises (the "**Rent**") in the amount of ONE AND NO DOLLARS (\$1.00) per year.

(b) Rent will be payable in advance on the first day of each Lease Year during the Term. Tenant may, without penalty and at any time during the Term, pay Rent in advance for the Term and/or for the number of Extension Terms.

5.2 Net Lease; Non-Termination. This Lease is a net lease, and Rent and all other amounts due hereunder will be paid by Tenant, unless expressly provided otherwise herein,

without notice, demand, counterclaim, set off, deduction, defense, abatement, suspension, deferment, diminution, or reduction, and Landlord and its agents, employees, city council members, representatives, and their respective successors and assigns will be indemnified and saved harmless by Tenant from and against the same. Except as otherwise expressly provided in this Lease, Tenant will not have any right to terminate this Lease, and Tenant hereby waives all rights now or hereafter conferred by statute or otherwise to quit, terminate, or surrender this Lease, the leasehold estate in the Premises, or any part thereof.

Article 6 TAXES, ASSESSMENTS, AND OTHER CHARGES

6.1 Taxes and Assessments. Subject to Section 18.3 below, Tenant agrees to pay all taxes that at any time during the Term are levied, assessed, charged, or imposed upon the following:

- (a) any improvements at the Premises;
- (b) any ad valorem property taxes allocated to the land underlying the Premises (the "Land");
- (c) this Lease;
- (d) the leasehold estate of Tenant created hereby; or
- (e) any Rent or other amounts reserved or payable hereunder (including any gross receipts or other taxes levied upon, assessed against, or measured by the Rent or other amounts due hereunder).

Notwithstanding the foregoing, Tenant will not be obligated to pay any municipal, state, or federal income, inheritance or estate tax, or any tax imposed, levied, or assessed with respect to or because of the income, appreciation, or other benefit derived by Landlord from or by virtue of this Lease or the estate of Landlord (including, without limitation, any gross margins or franchise tax) pursuant to this Lease; provided, however, that if at any time during the Term the methods of taxation prevailing at the commencement of the Term are altered so that any imposition which at the commencement of or during the Term is or will be levied, assessed, or imposed on the improvements located on the Land is thereafter levied, assessed or imposed wholly or partially (a) on the rents received from real estate or the improvements thereon or (b) as a tax assessment, levy, or license fee (regardless of the form and regardless of the taxing authority) upon Landlord, measured by Rent or any other amounts payable under this Lease, then all such substitute taxes, assessments, levies, or license fees will be, to the extent levied in actual substitution of other previously applicable taxes, deemed "taxes" pursuant to this Section 6.1, and Tenant will pay and discharge same as herein provided.

6.2 Charges. Subject to Section 18.3, Tenant agrees to pay when due all charges for any public or private utilities services, including, without limitation, water, sewer, gas, light, heat and air conditioning, telephone, electricity, trash removal, power, and other utility communications

services that at any time during the Term are rendered to, or become due and payable with respect to, the Premises (individually and collectively, "**Charges**"). Tenant will be responsible for the maintenance and repair of all utilities serving the Premises from the point of connection to the public main service line.

6.3 General. Tenant will prepare and file all reports and returns required by law and governmental regulations with respect to any taxes payable by Tenant pursuant to this Lease. Within five (5) days following Tenant's receipt of a written request by Landlord, Tenant agrees to furnish and deliver to Landlord receipts evidencing the payment of any taxes payable by Tenant under this Lease. If any taxes may be paid in installments, Tenant will be obligated to pay such installments only as they become due; provided, however, that any and all installments with respect to taxes accruing within the Term which are to become due and payable after the expiration of the Term will be paid at or before the expiration of the Term, or, in the event of any termination of this Lease, prior to the time of such termination (provided, however, that if payment prior to termination is not possible because the amount of such payment has not been finally quantified and billed, then within ten [10] days following the date that the amount of such payment has been finally quantified and billed). Any taxes for the Lease Years in which this Lease commences and terminates will be prorated between Landlord and Tenant as of such dates. If Tenant fails to pay any taxes (or any installment thereof) when due, Landlord, with or without declaring a default hereunder, may, but will not be obligated to, pay any such taxes (or any installment thereof), and any amount so paid by Landlord, together with all costs and expenses incurred by Landlord in connection therewith, will be paid by Tenant to Landlord on demand with interest at the annual rate of five percent (5 %). Tenant's obligation to pay taxes and Charges which accrue during the Term will survive the expiration or termination of this Lease.

Article 7 USE, ASSIGNMENT, SUBLEASING, MORTGAGING, AND COMPLIANCE WITH REQUIREMENTS

7.1 Use. Tenant covenants and agrees that Tenant will not:

(a) except as contemplated by any approved Plans for the Development, erect any walls, fences, or barricades which would obstruct access to (i) any improvements now or hereafter located outside the Premises on sites owned or leased by Landlord in the vicinity of the Premises or (ii) any public sidewalk; provided, that Tenant shall have the right to temporarily close access points to and from public streets or otherwise close portions of the Premises during periods of construction or as otherwise reasonably necessary for public safety purposes, and further provided, however, that any such closures must be effected in compliance with all applicable law, including, if required, the prior approval of any governmental authority having jurisdiction over the Premises;

(b) use or occupy the Premises or any part thereof for any unlawful purpose or in such a manner as to:

(i) violate any certificate of occupancy, certificate of compliance, certificate or policy of insurance, permit, or license;

(ii) cause the value or usefulness of the Premises or the Land to diminish (reasonable wear and tear excepted); or

(iii) constitute a public or private nuisance;

(c) cause, suffer, or permit:

(i) any waste, damage, disfigurement, or injury to the Premises or any portion thereof;

(ii) the Premises or any portion thereof to be used by the public or in such a manner as might reasonably tend to impair Landlord's title to the Land (or any portion thereof) during the Term or to the Premises (or any portion thereof) upon the expiration or earlier termination of the Term; or

(d) cause, suffer, or permit the Premises, or any part thereof, or any construction undertaken thereon, or any activities conducted or permitted thereon, to be done, conducted, or performed other than in accordance with all applicable law, rules, ordinances, and regulations of all governmental bodies having jurisdiction over the Premises; or

(e) construct or maintain above-ground utilities at the Premises, or fail to screen all garbage and refuse containers from public view to the extent required by applicable law.

7.2 Assignment, Subletting, and Mortgaging.

(a) Transfers to Affiliates and Approved Transferees. Neither this Lease nor any interest (whether partial or otherwise) of Tenant in this Lease or in the Premises will be sold, assigned, sublet, gifted, transferred etc., either partially or entirely (individually and collectively, "**Transferred**") by Tenant, whether by operation of law or otherwise, unless (y) one of either Subsections 7.2(a)(i), 7.2(a)(ii) or 7.2(a)(iii) has been satisfied and (z) Subsection 7.2(b) has been satisfied:

(i) The proposed assignee is an Affiliate of Tenant. As used herein, "**Affiliate of Tenant**" means any entity controlling, controlled by, or under common control with Tenant, or any leasehold mortgagee, with "control" (and its derivatives) meaning the possession, directly or indirectly, of the power either to (y) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of managers (or other comparable controlling body) of Tenant or (z) direct or cause the direction of management or policies of Tenant, whether through the ownership of voting securities or interests, by contract or otherwise;

(ii) The proposed assignee is an Approved Transferee. As used herein, "**Approved Transferee**" means any entity for which all of the following are true

statements as of the effective date of any sale, assignment, sublease, gift, transfer, etc., either partially or entirely (individually and collectively, a "**Transfer**") (it being understood and agreed that Landlord may not impose any conditions on a Transfer pursuant to this Section 7.2(a)(ii) beyond the conditions expressly set forth in this Lease):

(1) the proposed assignee has (or will have at the effective date of the proposed Transfer) a tangible net worth equal to or in excess of \$5,000,000. For purposes hereof, "**tangible net worth**" is defined as the excess of total assets over total liabilities, in each case determined in accordance with generally accepted accounting principles, consistently applied, excluding from the determination of total assets all assets which can be classified as intangible assets under generally accepted accounting principles (including, without limitation, goodwill, licenses, patents, trademarks, trade names, copyrights and franchises), and excluding from the determination of total liabilities, if applicable, the proceeds of any fully- and irrevocably-funded loan(s) made by (a) a person or entity who maintains a percentage ownership interest in such proposed assignee (a "**Partner**") or (b) a person or entity who controls a Partner.

(2) the proposed assignee (or its affiliate[s]) has managed and operated, in a commercially reasonable manner, at least three (3) other developments comparable to the Premises or has engaged to manage and operate the Premises a property management company which has managed, in a commercially reasonable manner, at least three (3) other developments comparable to the Premises;

(3) at least thirty (30) calendar days prior to the requested effective date of any Transfer, Landlord has received a certificate in the form of **Exhibit C**, attached hereto and incorporated herein by reference as if fully set forth herein, which certificate will, as applicable, (y) certify the truthfulness, correctness, and completeness of the following information or (z) certify that true, correct, and complete copies of the following documents are attached to such certificate:

a. the name and address of the proposed assignee, along with the names(s) of the person(s) having final decision-making authority with respect to such entity (such person[s] referenced in this Section 7.2(a)(ii)(3)a being referred to collectively herein as "**Principals**") (provided, however, that this requirement to name Principals shall not apply to any proposed assignee that is a publicly-traded entity);

b. such true, correct, and complete financial information as is reasonably sufficient to permit Landlord to

conveniently and accurately assess the satisfaction of the tangible net worth requirement set forth in Section 7.2(a)(ii)(I); and

c. information regarding at least three (3) of the comparable developments referenced in Section 7.2(a)(ii)(2), such information to include, subject to the terms of Section 7.2(b)(v), the following: the names and addresses of the comparable developments; any existing marketing materials related to such developments; a representative list of commercial tenants currently occupying space at such developments; and representative photographs of such developments;

d. a narrative regarding the sources of the proposed assignee's equity and financing for the acquisition of Tenant's interest in this Lease; and

e. an organizational chart for the proposed assignee;

(4) Landlord has not personally experienced previous monetary or other material defaults in connection with anyone or more of such proposed assignee's (or its affiliate's[s]) other projects, and, further, Landlord is not then, nor has ever been, in material litigation against such proposed assignee (or one or more of its affiliates);

(5) neither the proposed assignee nor any of its Principals has been convicted of a felony offense at any time during the ten (10) year period preceding the proposed effective date of the Transfer; and

(6) the proposed assignee is not a governmental entity; or

(iii) the proposed assignee is acceptable to Landlord in its commercially reasonable discretion; provided, however, that if Landlord rejects such proposed assignee, then Landlord shall have, on or before the Objection Deadline (defined below), delivered written notice to Tenant describing Landlord's objections to the proposed Transfer with reasonable specificity.

If Landlord does not object in writing to a proposed Transfer pursuant to Section 7.2(a)(ii) or Section 7.2(a)(iii) within thirty (30) calendar days following Landlord's actual, physical receipt of the **last** of the items to be provided pursuant to Section 7.2 (a)(ii)(3) (the "**Objection Deadline**"), Landlord will be conclusively deemed to have waived any right to object to such proposed Transfer (provided, however, that Landlord shall use good faith efforts to provide its written objections, if any, within fourteen [14] days following Landlord's receipt of the **last** of the items to be provided pursuant to Section 7.2[a][ii][3]). A request by Landlord pursuant to Section 7.2(b)(v) will not extend the Objection Deadline if Landlord actually, physically receives the requested documentation and/or information no later than

the fifth (5th) business day following such request and at least six (6) or more business days remain before expiration of the Objection Deadline (the "**Request Deadline**"). The Objection Deadline will be extended by one (1) business day for each calendar day after the Request Deadline that Landlord has not received any documentation and/or information requested pursuant to Section 7.2(b)(v) (provided, however, that the Objection Deadline applicable to anyone [1] proposed assignee may not be extended more than three [3] times due to a request pursuant to Section 7.2[b][v]).

(b) Rules Applicable to All Transfers. Regardless of whether Tenant proposes a Transfer to an Affiliate, an Approved Transferee, or an assignee acceptable to Landlord in its commercially reasonable discretion, the following rules shall apply to any Transfer:

(i) No Transfer shall be permitted under this Lease during any time that Tenant is in default of any of its obligations under this Lease (so long as Tenant has received notice from Landlord of such default);

(ii) From and after the date of any Transfer, Tenant shall be released from any and all liability under this Lease first arising thereafter;

(iii) Any Affiliate of Tenant, Approved Transferee, or other Landlord approved transferee who becomes an assignee of this Lease or becomes vested with all or any part of the leasehold interest hereunder will be bound by and be liable upon all the terms, covenants, provisions, and conditions contained in this Lease arising from and after the date of such Transfer, whether such covenants are in the nature of covenants ordinarily running with the Land or not. Any such Affiliate of Tenant, Approved Transferee, or other Landlord approved transferee shall expressly assume in writing all the obligations and liabilities of Tenant under this Lease from and after the date of such Transfer (such writing to be in recordable form and otherwise sufficient to effect a valid Transfer in full compliance with the terms of this Lease), and Tenant shall deliver a copy of such fully-executed assumption document to Landlord within five (5) business days of the effective date of such Transfer;

(iv) Any Transfer without full compliance with all requirements set forth in this Lease will be an Event of Default and, further, void *ab initio*;

(v) Tenant shall promptly deliver such other documentation and information related to the Transfer as Landlord may reasonably request in writing and as shall be available to Tenant upon the exercise of its diligent and commercially reasonable efforts to obtain the same; and

(vi) Tenant may from time to time, in connection with a proposed Transfer, request that Landlord approve multiple proposed assignees in advance of Tenant's ultimate determination of a successful bidder for Tenant's interest under this Lease.

(c) Compliance with Laws. Tenant understands and agrees that if Tenant wants Landlord to participate in any Transfer by conveying to the transferee Landlord's fee title to the Land, Landlord must comply with all applicable law, including, without limitation, public bid requirements for the sale of public property pursuant to the Texas Constitution and the Texas Local Government Code.

(d) Leasehold Mortgages. Notwithstanding anything contained in this Lease to the contrary, Tenant is hereby given the right, without Landlord's prior consent, to mortgage its interest in this Lease, Tenant's interest in the improvements on the Premises, or any part thereof or property therein, and any sublease, under one or more leasehold mortgages and to assign this Lease and any sublease as collateral security for such mortgages, upon the condition that all rights acquired under such mortgages shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions, or restrictions is or shall be waived by Landlord by reason of the right given to so mortgage such interest in this Lease, except as may be expressly provided in this Section 7.2(d). If Tenant shall mortgage this leasehold pursuant to the provisions hereof, and if the holder(s) of any such mortgage(s) shall send to Landlord a true copy thereof, together with written notice specifying the name and address of the mortgagee(s) and the pertinent recording data with respect to such mortgagee(s), Landlord agrees that so long as any such leasehold mortgagee(s) shall remain unsatisfied, the following provisions shall apply:

(i) Subject to the terms and provisions of this Lease (including, without limitation, Section 7.2[d][iii]), there shall be no cancellation, termination, surrender, or modification of this Lease without the prior consent in writing of the leasehold mortgagee(s).

(ii) Landlord shall, upon serving Tenant with any notice of default, promptly serve a copy of such notice upon the leasehold mortgagee(s). The leasehold mortgagee(s) shall thereupon have the same period, after service of such notice upon it, as is allowed to Tenant, to remedy or cause to be remedied the defaults complained of, and Landlord, without releasing Tenant from any liability in connection with such default, shall accept such performance by or at the instigation of the leasehold mortgagee(s) in response to any such notice of default as if the same had been performed by Tenant, but for purposes of the leasehold mortgagee(s), such default of this Lease shall be deemed cured.

(iii) Anything herein contained notwithstanding, while such leasehold mortgage(s) remains unsatisfied, or until written notice of satisfaction is given by the holder(s) thereof to Landlord, if any default under this Lease shall occur, which, pursuant to any provision of this Lease, entitles Landlord to terminate this Lease, and if before the expiration of five (5) business days from the date of service of notice of termination upon such leasehold mortgagee(s) (the "**Termination Notice Date**"), such leasehold mortgagee(s) shall have notified Landlord of its desire to suspend temporarily such notice and shall have paid to Landlord all Rent and other

payments herein provided for and then in default, and shall have complied or commenced the work of complying with all of the other requirements of this Lease, if any are then in default, and shall prosecute the same to completion on or before the date that is thirty (30) days following the Termination Notice Date, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect. If a leasehold mortgagee fails to comply with anyone or more of the foregoing conditions, then Landlord's notice of termination shall continue in full force and effect and this Lease shall terminate as provided in such notice and in this Lease.

(iv) Landlord agrees that the name of the leasehold mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder.

(v) With the exceptions of any termination of this Lease due to (y) the natural expiration of the Term or (z) a default by Landlord pursuant to the terms of Section 13.8, Landlord agrees that in the event of termination of this Lease, Landlord shall enter into a new lease of the Premises with the leasehold mortgagee(s) or its nominee(s) or assignee(s) for the remainder of the Term effective as of the date of such termination, at the Rent and upon the terms, provisions, covenants, and agreements as contained herein and subject to (a) all conditions of title existing as of the effective date of such new lease and (b) the rights, if any, of the parties then in possession of any part of the Premises, provided:

(1) said leasehold mortgagee(s) or its nominee(s) or assignee(s) shall make written request upon Landlord for such new lease within ten (10) days after the date of such termination, and such written request shall be accompanied by payment to Landlord of all sums due to Landlord under this Lease;

(2) said leasehold mortgagee(s) or its nominee(s) or assignee(s) shall pay to Landlord at the time of the execution and delivery of such new lease any and all sums which would at the time of the execution and delivery thereof be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorneys' fees, which Landlord shall have incurred by reason of such default, together with any expenses, including reasonable attorneys' fees, which Landlord shall have incurred in connection with such new lease (including, without limitation, the drafting and negotiation of same);

(3) said mortgagee(s) or its nominee(s) or assignee(s) shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other condition which Tenant under the terminated Lease was obligated to perform under the terms of this Lease (provided, however, that the foregoing shall not require any leasehold mortgagee[s] to cure any defaults which are impossible, as opposed to

difficult or inconvenient, for such leasehold mortgagee[s] to cure, such as a default under Section 13.1[d][i]); and upon execution and delivery of such new lease and any subleases which may have theretofore been assigned and transferred by Tenant to Landlord, as security under this Lease, shall thereupon be deemed to be held by Landlord as security for the performance of all of the obligations of the tenant under the new lease;

(4) subject to any limitations contained in this Lease, the tenant under such new lease shall have the same right, title, and interest in and to the buildings and improvements on the Premises as Tenant had under this Lease; and

(5) said leasehold mortgagee(s) or its nominee(s) or assignee(s) shall bear the cost of recording such new lease or short form thereof if it or Landlord desires recordation thereof.

(vi) Nothing herein contained shall require the leasehold mortgagee(s) or its nominee(s) or assignee(s) to cure any default of Tenant under this Lease unless such leasehold mortgagee shall choose to do so under subparagraph (ii) above or shall choose to temporarily suspend any notice of termination from Landlord pursuant to subparagraph (iii), or if such leasehold mortgagee(s) elects that Landlord enter into a new lease for the Premises pursuant to the provisions of subparagraph (v) above.

(vii) The proceeds from any insurance policies relating to the Premises or arising from a condemnation of the Premises are to be held by any leasehold mortgagee(s); provided, however, that any leasehold mortgagee shall agree in writing that (y) any insurance and condemnation proceeds shall be applied in accordance with the terms of this Lease (including, without limitation, Section 11.4 and Section 12.5) and (z) such leasehold mortgagee shall make any insurance and condemnation proceeds available to Tenant to be applied in accordance with the terms of this Lease (including, without limitation, Section 11.4 and Section 12.5), subject only to Tenant's compliance with such commercially reasonable conditions precedent to rebuilding as are typically utilized by lenders for comparable projects in the Dallas/Ft. Worth area.

(viii) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form reasonably satisfactory to Landlord and such leasehold mortgagee(s), among Landlord, Tenant and such leasehold mortgagee(s), agreeing to all of the provisions of this Section 7.2(d). The term "mortgage," whenever used in this Section 7.2(d), shall include whatever security instruments are used in the locale of the Premises, such as, without limitation, mortgages, assignments of leases and rents, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code, and shall also include any instruments

required in connection with a sale-leaseback (or an assignment of lease and sublease) transaction.

7.3 Compliance with Requirements. Tenant will, at Tenant's sole cost and expense, comply with all Requirements (defined below), except to the extent related to violations of the Requirements existing on the Premises as of the Effective Date. The term "**Requirements**" means all requirements of all laws, orders, ordinances, rules, and regulations of federal, state, county, and municipal authorities, and of any certificate of occupancy or other direction issued pursuant to law by any public officer or officers and that relate to the Premises or the use, occupancy, or control thereof or the conduct of any business thereon, including those relating to, or which necessitate, structural changes or improvements or alteration, repair, or removal of, any improvements on any part of the Premises.

Article 8 MAINTENANCE AND REPAIRS; IMPROVEMENTS

8.1 Maintenance and Repair. Tenant, at all times during the Term, at its sole cost and expense, will keep the Premises in good order, condition, and repair consistent with similar industrial buildings in the Dallas area market, ordinary wear and tear excepted, and will promptly make or cause to be made any and all necessary or appropriate repairs. All repairs will be at least equal in quality and class to the original work. Landlord will not be required to make any repairs in, on, or to the Premises during the Term, and Landlord and Tenant acknowledge that Tenant is in control of the Premises.

8.2 Alterations. Tenant will have the right at all times during the Term of this Lease to make, at Tenant's own expense and without Landlord's consent, such changes, improvements, alterations, and remodeling to the interior of any of the improvements on the Premises as Tenant or its agents, contractors, servants, employees, licensees, or invitees may desire; provided, however, that Tenant will not make any structural or material exterior changes to any of the improvements on the Premises following the completion of initial construction without Landlord's prior written consent. In the event Tenant shall desire to make any structural or material alterations to the exterior of the improvements on the Premises, Tenant shall, prior to commencing same, submit plans and specifications therefore to Landlord. Landlord will, within thirty (30) days after receipt of such plans and specifications, promptly review and approve the plans and specifications or note in writing with reasonable specificity any required changes or corrections that must be made to the plans and specifications or any other objections Landlord has to such plans and specifications. If Landlord fails to object to the plans and specifications within thirty (30) days after submission thereof, Landlord shall be deemed to have approved such plans and specifications. If Landlord timely objects to the plans and specifications, Tenant may make the required changes or corrections and resubmit the plans and specifications to Landlord within thirty (30) days after receiving notice of the required corrections or changes. The failure of Landlord to object to the resubmitted plans and specifications within fifteen (15) days shall constitute Landlord's approval of such resubmitted plans. Subject to the terms and provisions of this Lease (including, without limitation, Section 7.1) and all Requirements, Landlord's approval of any plans and specifications shall be limited solely to the conformity of the plans and specifications to the general architectural plan for the Development improvements to be constructed on the Premises, and Landlord may not

unreasonably withhold, condition, or delay approval of plans and specifications. Landlord's approval does not constitute approval of the architectural or engineering design of any building or improvement constructed from the plans and specifications, and Landlord, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design of, or for any defect in, any building or improvement constructed from the plans or specifications. Notwithstanding the provisions of this Section 8.2, Tenant need not obtain Landlord's consent to perform (i) repairs necessary to maintain existing structures and improvements in a useful state of repair and operation, provided such repairs do not affect the general quality or character of the improvements, and (ii) changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with Requirements.

8.3 Ownership of Improvements. To the maximum extent allowable under applicable law and notwithstanding anything to the contrary in this Lease or any of the other Transaction Documents, any buildings, improvements, additions, alterations, and fixtures (except furniture and trade fixtures) constructed, placed, or maintained on any part of the Development during the Term shall be owned by Tenant in fee (whether for purposes of depreciation, taxation, or otherwise), notwithstanding that the same may be affixed to the Land throughout the Term of this Lease. Upon termination of this Lease for any reason, title to said improvements shall remain with the Land and ownership thereof shall revert to Landlord. So long as no Event of Default exists, Tenant may at any time remove any of Tenant's Property, subject to the terms of Section 4.4 of this Lease.

8.4 Liens and Encumbrances. Subject to Section 18.3, and except for mortgagees pursuant to Section 7, Tenant will not create, or permit to be created or to remain, and will promptly discharge or bond over within twenty (20) days after written notice by Landlord, at Tenant's sole cost and expense, any lien, encumbrance, or charge on the Premises or Tenant's leasehold estate (a "**Lien**"). Notice is hereby given that Landlord will not be liable for the cost and expense of any labor, services, or material furnished or to be furnished with respect to the Premises at or by the direction of Tenant or anyone holding the Premises or any part thereof by, through, or under Tenant and that no laborer's, mechanic's or materialman's or other lien for any such labor, services, or materials will attach to or affect the interest of Landlord in and to the Land during the Term of this Lease, nor the interest of Landlord in and to the Premises upon the expiration or earlier termination of the Term of this Lease. Nothing in this Lease will be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvements or repair to or of the Premises or any part thereof, or as giving Tenant any right, power, or authority on behalf of Landlord to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any Lien against the Premises or any part thereof. Tenant will notify all laborers, materialmen, architects, contractors, and subcontractors that all services and materials are provided only at the instance of Tenant and not Landlord. If Tenant fails to discharge or bond over any Lien, Landlord, with or without declaring a default hereunder and without relieving Tenant of any liability hereunder, may, but will not be obligated to, discharge or pay the same, either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings, and any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith will be paid by Tenant to Landlord on demand with interest thereon at an annual rate of five percent (5%).

Article 9 INSURANCE

9.1 Classes of Insurance. Tenant will keep the Premises insured, or will cause the Premises to be insured, against the risks and hazards and with coverage on an occurrence basis in amounts not less than those specified in this Article 9.

(a) Subject to insurance coverages required by (a) leasehold mortgagee(s) as contemplated in Section 7, property insurance covering the improvements on the Premises to the extent of not less than one hundred percent (100%) of the replacement cost of such improvements with an agreed amount endorsement against all casualties provided by the Standard Fire and Extended Coverage Policy and covering all other risks of direct physical loss as insured against under Special Form against the risks customarily included under extended coverage or all risks policies with respect to properties similar to the Premises; and

(b) Subject to insurance coverages required by (a) leasehold mortgagee(s) as contemplated in Section 7, commercial general liability and property damage insurance (including, but not limited to, coverage for any construction on or about the Premises) covering the legal liability of Tenant against all claims for any bodily injury or death of persons and for damage to or destruction of property occurring on, in or about the Premises and the adjoining streets, sidewalks, and passageways and arising out of the use or occupation of the Premises by Tenant and consequential damages arising therefrom in the minimum amount of \$2,000,000.00 combined single limit per occurrence or in the aggregate. Landlord will have the right, exercisable by giving written notice thereof to Tenant, to require Tenant to increase such limit if, in Landlord's reasonable judgment, the amount thereof is insufficient to protect Landlord from judgments which might result from such claims, demands, or actions.

9.2 Requirements. Subject to insurance coverages required by (a) leasehold mortgagee(s) as contemplated in Section 7, all insurance required under Section 9.1 hereof will be written by companies rated A and having a finance rating of at least Class X or better in the most current edition of Best's Insurance Reports and which are authorized to conduct insurance business in the State of Texas, and so long as not objected to by a leasehold mortgagee as contemplated in Section 7, will specifically provide (a) an effective waiver by the insurer of all rights of subrogation against Landlord, Landlord's interest in the Premises and any income derived therefrom, and (b) that no cancellation, reduction in amount, or material change in coverage thereof will be effective until at least thirty (30) days after actual, physical receipt of written notice thereof by Landlord, Tenant and Landlord's mortgagee (if any). All policies of insurance will provide that (y) Landlord is insured as an "additional insured" under such liability policies and listed as loss payee as landlord interest may appear on such property policies and (z) any loss will be payable notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of such insurance. Tenant will cause its liability insurance to include contractual liability coverage fully covering the indemnity set forth in Article 10. Tenant may obtain the insurance required hereunder by endorsement on its blanket insurance policies, provided that said policies fulfill the requirements

of this Section 9.2 and the aggregate limit applies separately to each location and Landlord receives satisfactory written proof of coverage. Nothing contained in this Lease will be construed to require Landlord to prosecute any claim against any insurer or to contest any settlement proposed by any insurer.

9.3 Certificates. Tenant will deliver to Landlord promptly after the execution and delivery of this Lease and thereafter upon Landlord's request, certificates evidencing all the insurance then required to be maintained by Tenant hereunder. Tenant's failure to effect, maintain, or renew any insurance provided for in this Article 9 or to pay the premiums therefor or to deliver to Landlord any of the certificates, will entitle Landlord, at its option but without obligation, upon ten (10) days' written notice to Tenant, to procure such insurance, pay the premiums therefor or obtain such certificates, and any sums expended by Landlord for such purposes will be repaid by Tenant upon demand with interest at the annual rate of five percent (5%).

9.4 General. Except for any environmental insurance maintained by Tenant, Tenant will not obtain or carry separate insurance concurrent in form or contributing in the event of loss in addition to the insurance required under this Article 9 unless Landlord is included therein as an "additional insured," with loss payable as provided in this Lease. Tenant will promptly notify Landlord whenever any such separate insurance is obtained.

Article 10 INDEMNIFICATION

Unless caused by Landlord's or its employees', agents', or contractors' negligence or willful misconduct, Tenant covenants and agrees to defend, indemnify, and save harmless Landlord and its agents, employees, city council members, representatives, and their respective successors and assigns from and against any and all liability, loss, damage, cost, expense (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever:

- (a) arising from any injury to or the death of any person or damage to any property occurring on the Premises;
- (b) arising out of or connected with the use, non-use, condition, possession, operation, maintenance, management, or occupation of the Premises or any part thereof;
- (c) caused by any negligence or willful misconduct on the part of Tenant or its agents, contractors, servants, employees, or licensees; or
- (d) resulting from the violation by Tenant of any term, condition, or covenant of this Lease or of any contract, agreement, restriction, or Requirements affecting the Premises or any part thereof or the ownership, occupancy, or use thereof.

The obligations of Tenant under this Article 10 will survive any termination of this Lease and any transfer or assignment by Landlord of this Lease or any interest hereunder for the applicable statute of limitations period.

Article 11
DAMAGE OR DESTRUCTION

11.1 Notice. In the event of any damage to, or destruction of, all or any part of the Premises, Tenant will promptly give written notice thereof to Landlord generally describing the nature and extent of such damage or destruction.

11.2 Damage or Destruction.

(a) If the improvements situated on the Premises are wholly or partially destroyed or damaged by fire or any other casualty whatsoever (collectively called a "**Casualty**") at any time during the Term, Tenant shall, at its sole cost and expense, with due diligence repair, restore, and rebuild any damaged buildings and other improvements on the Premises to substantially their condition prior to such Casualty (or with such changes as shall not conflict with the Requirements or any other agreements between Landlord and Tenant governing the construction, maintenance, or use of the Premises); provided, however, that if Landlord and Tenant both agree in the good faith exercise of their reasonable discretion and judgment that so much of the Premises has been destroyed or damaged as to make it economically unsound to so rebuild or to use the remainder thereof for the conduct of Tenant's business on the Premises, then this Lease shall terminate upon the date that Tenant completes, in a good and workmanlike manner, the demolition and removal of all portions of any damaged or destroyed buildings or other improvements on the Premises, including the debris resulting therefrom, and otherwise cleans and restores the area affected by such Casualty to a level, graded condition; further, provided, however, that at all times after the expiration of the fortieth (40th) Lease Year, Tenant shall have the right to determine, in the good faith exercise of its sole but reasonable discretion and judgment, whether it is economically unsound to so rebuild or to use the remainder of the Premises (and if Tenant determines that such rebuilding or use is economically unsound, then Tenant shall comply with the demolition, removal, cleaning, and restoration obligations as provided in this sentence).

(b) Notwithstanding anything to the contrary contained in this Article 11, in no event shall Tenant be required to rebuild or restore the Premises following any Casualty occurring within the final three (3) years of the Term of this Lease. Furthermore, notwithstanding anything to the contrary contained in this Article 11, Tenant's obligation to rebuild or restore the Premises following a Casualty shall be limited to the amount of insurance proceeds that Tenant is entitled to receive pursuant to Article 9 of this Lease (or that Tenant would have been entitled to receive, if Tenant fails to maintain the insurance required by Article 9), exclusive of any deductible(s) Tenant is obligated to pay under such policy(ies) of insurance.

(c) Tenant hereby expressly waives the provisions of any present or future law relating to damage or destruction and agrees that the provisions of this Lease will control the rights of Landlord and Tenant with respect thereto.

11.3 Material Exterior Restoration. In the event of a Casualty resulting in the need for material, exterior repair, replacement, restoration, or reconstruction of improvements on the Premises (a "**Restoration**"), the following provisions shall apply (so long as this Lease has not been terminated pursuant to Section 11.2):

(a) Prior to the commencement of such Restoration, the plans and specifications for the Restoration must be approved by Landlord (such approval not to be unreasonably withheld or delayed). Landlord's failure to review and respond to Tenant's submission of plans and specifications for the Restoration within thirty (30) days after Landlord's receipt of such plans and specifications shall be deemed Landlord's approval thereof.

(b) If Tenant shall fail to substantially complete the Restoration in accordance with the Landlord approved (or deemed approved) plans and specifications within a reasonable period of time to be determined in good faith by Landlord and Tenant at the time of Landlord's approval of said plans and specifications, but in any event not later than fifteen (15) months following the date on which Tenant receives all applicable building permits for the Restoration, Landlord shall have the right to terminate this Lease by written notice to Tenant given at any time after such failure is established and prior to substantial completion of such Restoration by Tenant or to exercise any other remedies available to Landlord at law or in equity in respect of such default.

11.4 Insurance Proceeds. Subject to the terms of Section 7.2(f)(vii), at the time of any damage to, or destruction of, the Premises as a result of which Tenant will become entitled to payment under any policy of insurance, Tenant will apply such proceeds to repair and replacement of the damaged portion of the Premises or, if applicable pursuant to Section 11.2, to the clearing and grading of the Premises. Subject to the terms of any leasehold mortgage(s), Tenant shall be entitled to all insurance proceeds, if any, in excess of the cost of such repair and replacement or clearing and grading.

11.5 Risk of Loss. Notwithstanding anything to the contrary contained in this Article 11, Landlord shall at all times bear the risk of loss for any casualty affecting the Public Infrastructure, and shall with due diligence at Landlord's sole cost and expense promptly repair, restore, and rebuild any damage thereto to substantially its condition prior to such casualty; provided, however, that if Landlord and Tenant both agree in the good faith exercise of their reasonable discretion and judgment that so much of the Public Infrastructure has been destroyed or damaged as to make it economically unsound to so rebuild or to use the remainder thereof, then this Lease shall terminate upon the date Landlord and Tenant agree that use of the remaining portion is economically unsound. Landlord shall be solely entitled to any and all insurance proceeds payable under insurance policies carried by Landlord with respect to any casualty affecting the Public Infrastructure. Notwithstanding anything to the contrary contained in this Article 11, in no event shall Landlord be required to repair, restore, or rebuild all or any portion of the Public Infrastructure following any casualty occurring within the final three (3) years of the Term of this Lease. Any insurance maintained by Landlord pursuant to this Lease (specifically including any self-insurance) will provide an effective waiver of all rights of subrogation against Tenant, Tenant's interest in the Premises and any income derived therefrom.

11.6 No Rent Abatement. Notwithstanding the occurrence of a Casualty which disrupts the operation of the Premises, Tenant shall remain obligated to pay Rent and other sums due hereunder in accordance with the terms of this Lease.

Article 12 CONDEMNATION

12.1 Total Condemnation. If, during the Term, all of the Premises is condemned or taken by any legal entity having the power of eminent domain with respect thereto, this Lease will terminate as of the date that title to the Premises vests in the condemnor; provided, however, that, subject to the terms of Section 12.5, such termination will be without prejudice to the rights of either Landlord or Tenant to recover just and adequate compensation from the condemning authority. For purposes of this Article 12, the terms "condemnation," "condemned," and "taken" will be deemed to include any conveyance in lieu of, or in avoidance or settlement of, any taking, condemnation, exercise of the right of eminent domain, or similar proceedings.

12.2 Partial Condemnation. If, during the Term, less than all of the Premises is condemned or taken by any legal entity having the power of eminent domain with respect thereto, then this Lease will continue in full force and effect and Tenant will forthwith restore and repair such remaining portion to as nearly the same condition as existed prior to such taking as reasonably possible; provided, however, that if Landlord and Tenant both agree in the good faith exercise of their reasonable discretion and judgment that so much of the Premises has been taken or condemned as to make it economically unsound to so restore and repair the remainder thereof, then this Lease shall terminate upon the date that the condemning authority is legally entitled to exclude Tenant from such portion of the Premises; further, provided, however, that at all times after the expiration of the fortieth (40th) Lease Year, Tenant shall have the right to determine, in the good faith exercise of its sole but reasonable discretion and judgment, whether it is economically unsound to so restore and repair any remaining portion of the Premises. Furthermore, notwithstanding anything to the contrary contained in this Article 12, Tenant's obligation to rebuild or restore the Premises following a condemnation shall be limited to the amount of condemnation proceeds received by Tenant.

12.3 Condemnation at End of Term. Notwithstanding anything to the contrary contained in this Article 12, in no event shall Tenant be required to rebuild or restore the Premises following any condemnation occurring within the final three (3) years of the Term of this Lease. Furthermore, notwithstanding anything to the contrary contained in this Article 12, Tenant's obligation to rebuild or restore the Premises following a condemnation shall be limited to the amount of the condemnation proceeds received by Tenant.

12.4 Public Infrastructure. If any portion of the Public Infrastructure that is integral to the operation of the Development shall be condemned or taken under power of eminent domain or other similar proceedings, then this Lease will continue in full force and effect and Landlord will forthwith restore and repair such portion to as nearly the same condition as existed prior to such taking; provided, however, that if Landlord and Tenant both agree in the good faith exercise of their reasonable discretion and judgment that so much of the Public Infrastructure has been taken

or condemned as to make it economically unsound to use the remainder thereof for the conduct of Tenant's business on the Premises, then this Lease shall terminate upon the date that the condemning authority is legally entitled to possession of such portion of the Public Infrastructure. Notwithstanding anything to the contrary contained in this Article 12, in no event shall Landlord be required to repair or restore all or any portion of the Public Infrastructure following any condemnation occurring within the final three (3) years of the Term of this Lease. Furthermore, notwithstanding anything to the contrary contained in this Article 12, in no event shall Landlord be obligated to expend sums in excess of the award received by Landlord in connection with any condemnation or taking; provided, that if due to such limitation any portion of the Public Infrastructure that is integral to the operation of the Development (as mutually determined by Landlord and Tenant in the good faith exercise of their respective reasonable discretion) cannot be restored to an extent sufficient to serve the operation of the Development (the "**Non-Restoration Determination**"), Tenant shall be entitled to terminate this Lease upon written notice to Landlord, such notice to be delivered on or before the date that is ten (10) days following the date of the Non-Restoration Determination.

12.5 Awards. The court in any condemnation proceeding will, if not prohibited by law, be requested to make separate awards to Landlord and Tenant. Landlord and Tenant agree to request such action of the court. To the extent permitted by law, this Article 12 will supersede any statutory provisions inconsistent with this Article 12 (whether such provisions are now in force or hereafter enacted) concerning condemnation proceedings. Notwithstanding anything in this Section 12.5 or elsewhere in this Lease to the contrary, all condemnation awards shall be either (i) reinvested into the rebuilding or reconfiguration of the improvements on the Premises and/or the Public Infrastructure (as and to the extent applicable), if this Lease continues following such condemnation(s) pursuant to the terms of Sections 12.1 or 12.2, with the balance, if any, of a joint award being the property of each party in the same proportion as such party's interest is reflected in such joint award or (ii) if this Lease terminates following such condemnation(s) pursuant to the terms of Sections 12.1 or 12.2, allocated as set forth below. Each party shall be solely responsible for the costs incurred by such party in collecting any award with respect to a condemnation hereunder. If this Lease is terminated pursuant to the terms of this Article 12 following condemnation, any joint award in respect of such condemnation will be equitably apportioned between Landlord and Tenant based on the then-fair market values of Landlord's interest in the Premises (appraised by reference to all relevant factors) ("**Landlord's Market Value**") and Tenant's leasehold interest in the Premises (appraised by reference to all relevant factors) ("**Tenant's Market Value**") (Landlord's Market Value and Tenant's Market Value being referred to collectively herein as the "**Market Values**"). The determination of the Market Values shall be made by an independent real estate appraiser who is a member of the American Institute of Real Estate Appraisers (or its equivalent, should the American Institute of Real Estate Appraisers not then be in existence) (the "**Appraiser**"). If Landlord and Tenant can agree on an Appraiser, such Appraiser's determination of the Market Values shall be conclusive. If Landlord and Tenant cannot agree on an Appraiser, Landlord and Tenant shall each appoint an Appraiser. Such Appraisers shall independently reach their own individual conclusions as to the Market Values. If the Appraisers' respective determinations of Landlord's Market Value and Tenant's Market Value differ by five percent (5%) or less, the respective determinations shall be averaged, and such averages shall be deemed the Market Values. If the Appraisers' respective determinations of either Landlord's Market Value or Tenant's Market Value (or both) differ by greater than five percent

(5%), the Appraisers shall agree upon a third Appraiser to assess the market value at issue (whether Landlord's Market Value, Tenant's Market Value or both), and such third Appraiser's assessment shall be conclusive as to the Market Values, without regard to the first two Appraisers' assessments.

12.6 General. Nothing contained in this Lease to the contrary will be deemed to prohibit Landlord or Tenant from introducing into any condemnation proceeding or proceedings such appraisals or other estimates of value, loss, and/or damage as each may in its discretion determine.

Article 13 DEFAULT

13.1 Events of Default. The occurrence of any of the following acts, events, or conditions, regardless of the pendency of any proceeding which has, or might have, the effect of preventing Tenant from complying with the terms, conditions, or covenants of this Lease, will constitute an "**Event of Default**" under this Lease:

(a) Tenant fails at any time during the Term to make any payment of Rent, and such failure continues without correction for a period of thirty (30) consecutive days following written notice by Landlord;

(b) Tenant fails or refuses at any time during the Term to fulfill or perform any other covenant, agreement, or obligation of Tenant hereunder and such failure or refusal continues without correction for a period of thirty (30) consecutive days following written notice by Landlord, which notice shall set forth with specificity the nature of such failure; provided, however, that if the failure cannot reasonably be cured within such thirty (30) day period but Tenant commences to cure the failure within such thirty (30) day period and thereafter diligently, continuously, and in good faith prosecutes such cure, then Tenant shall have such additional amount of time as is reasonably necessary to cure such failure;

(c) The estate or interest of Tenant in the Premises, or any portion thereof, or in this Lease, is levied upon or attached in any proceedings and such process is not vacated or discharged within sixty (60) days after the date of such levy or attachment;

(d) Tenant (i) commences a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or other similar law; (ii) consents to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Tenant or of any substantial part of its property; (iii) makes any assignment for the benefit of creditors; (iv) fails generally to pay its debts as such debts become due; or (v) takes any corporate action in furtherance of any of the foregoing; or

(e) There is any entry of a decree or order for relief by a court having jurisdiction over the Premises and/or Tenant (i) in respect of Tenant in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law; (ii) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or of any

substantial part of its property; or (iii) ordering the winding-up or liquidation of Tenant's affairs, and such decree or order (whether applicable to item [i], [ii] or [iii]) remains unstayed and in effect for a period of sixty (60) consecutive days.

13.2 Termination. Upon the occurrence of any Event of Default hereunder, Landlord will have the right, at its election and regardless of the availability to Landlord of any other remedy contained elsewhere under this Lease, at law, in equity, or otherwise, without any demand or notice whatsoever (except as expressly required in this Section 13.2) to terminate this Lease by giving Tenant notice of termination. In such event, and in all events subject to the terms and conditions of Section 7.2(c) of this Lease (which shall survive any termination of this Lease), (a) this Lease will expire and terminate on the date specified in such notice of termination with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, (b) all rights of Tenant under this Lease and in and to the Premises will expire and terminate, (c) Tenant will remain liable for all obligations under this Lease arising up to the date of such termination, and (d) Tenant will surrender the Premises, including any and all improvements, to Landlord as required herein on the date specified in such notice, and if Tenant fails to so surrender, Landlord will have the right, without notice, to enter upon and take possession of the Premises and to expel or remove Tenant and its effects without being liable (save and except for any gross negligence or willful misconduct by Landlord) for prosecution or any claim for damages therefor.

13.3 Reentry by Landlord. Whether or not this Lease has been terminated pursuant to Section 13.2 hereof, if an Event of Default occurs, Landlord may, for and at the expense of Tenant and in any event subject to the terms and conditions of Section 7.2(c) of this Lease, enter upon and repossess the Premises or any part thereof by any lawful means, and may dispossess Tenant and remove Tenant and any or all of Tenant's Property. Except with respect to any willful misconduct or gross negligence by Landlord, its employees or agents, Landlord will not be liable to Tenant or, subject to the provisions of Section 7.2(c), to any person or entity claiming by, through, or under Tenant for or by reason of any such entry, repossession, or removal.

13.4 Rights Upon Repossession. At any time, or from time to time, after the repossession of the Premises, or any part thereof pursuant to Section 13.3 hereof, and whether or not this Lease has been terminated pursuant to Section 13.2 hereof, Landlord may, at its option, (a) repair or alter the Premises in such manner as Landlord may deem necessary or advisable so as to put the Premises in good order and make the same rentable and (b) relet or operate the Premises or any part thereof for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the remainder of the Term), on such conditions (which may include commercially reasonable concessions or free rent) and for such uses as Landlord in its discretion may determine, and may collect and receive the rents therefor. All costs and expenses incurred by Landlord in the exercise of its right to reenter and to relet the Premises, or any part thereof, including, without limitation, reasonable attorneys' fees, construction and alteration costs, brokerage fees, and all such similar and dissimilar expenses, will be charged to Tenant and will be and become the due obligation of Tenant to pay Landlord upon demand. All rental and other sums collected by Landlord during any period of reletting of the Premises will be and remain the property of Landlord, and the total collected amount thereof, to the extent it exceeds the sum of all costs and expenses incurred in reletting as aforesaid, is herein defined as the

"Reletting Proceeds" which, to the extent such Reletting Proceeds will ever exceed all Rent and any other amounts due from Tenant to Landlord hereunder and provided no termination has been declared, will belong to Tenant. Landlord shall attempt to mitigate its damages to the extent required under applicable law and shall not otherwise be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon such reletting.

13.5 Liability of Tenant. No repossession of the Premises or any part thereof, will relieve Tenant of its liability and obligations hereunder, all of which will survive such repossession. Landlord will be entitled, at its election, to sue for and receive each increment of Rent and other amounts due Landlord as and when the same will become due, regardless of whether Landlord will have relet the Premises or any portion thereof, provided only that in the event of reletting, Tenant will be entitled to a credit for the Reletting Proceeds, if any, up to the amount of Rent and any other amounts that would otherwise have been due from Tenant. In no event will Landlord be entitled to "accelerate" any Rent hereunder.

13.6 Right of Landlord to Perform for Tenant. Notwithstanding any other provision of this Lease to the contrary, upon the occurrence of any Event of Default hereunder, Landlord may, at its exclusive option, take, on behalf of Tenant, whatever steps it deems reasonably necessary to cure such Event of Default and to charge Tenant for the actual costs and expenses attributable thereto together with interest at the annual rate of ten percent (10%). Tenant will pay all such costs and expenses immediately upon receipt of a statement thereof from Landlord.

13.7 General. Each right, power, and remedy of Landlord provided in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will be cumulative and concurrent and will be in addition to each and every other right, power, or remedy provided in this Lease now or hereafter existing at law or in equity or by statute or otherwise. In addition to any other remedy provided in this Lease, Landlord will be entitled, to the extent permitted by applicable law, to injunctive relief in the event of the violation, or attempted or threatened violation, of any term, condition, or covenant of this Lease or to a decree compelling performance thereof. The exercise by Landlord of any one or more of the rights, powers, or remedies provided in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any such right, power, or remedy.

13.8 Landlord Default. If Landlord fails to perform or observe any of the obligations on Landlord's part to be performed or observed pursuant to this Lease, and such failure continues in excess of thirty (30) days after receipt of notice by Landlord pursuant to Section 18.4 informing Landlord of such failure, then Landlord shall be deemed to be in default under this Lease; provided, however, if the failure set forth in Tenant's notice is such that it requires more than thirty (30) days to correct, Landlord shall not be deemed to be in default hereunder if Landlord, in good faith, (i) promptly and diligently commences curing the failure within thirty (30) days after receipt of notice pursuant to Section 18.4 informing Landlord of such failure; and (ii) diligently prosecutes the cure to completion following the expiration of the original thirty (30) day period set forth herein. Upon such default by Landlord, Tenant may, in addition to any remedies available to it at law or in equity, perform the same for and on behalf of Landlord, the cost of which performance, upon the proper payment thereof, together with all interest and penalties necessarily paid in connection therewith and any and all other damages incurred by Tenant as a result of any such default, shall

be paid to Tenant by Landlord upon demand, with interest thereon at the annual rate often percent (10%), from the date of each expenditure and/or incurrence or, at the continuing option of Tenant, the same may (in whole or in part), with interest as aforesaid, be deducted from any charge which may be due or become due thereafter. If the default involves the failure of Landlord to pay monies due to Tenant under this Lease, interest shall accrue on such past due sums from and after the expiration of the thirty (30) day cure period set forth above at the interest rate set forth above, and such sums may be deducted from charges due hereunder to the extent permitted above.

Article 14 QUIET ENJOYMENT

Landlord covenants and warrants that Landlord is the true and lawful owner in fee simple of the Premises subject only to those matters filed in the Official Public Records of Dallas County, Texas and has good right and full power to let and lease the same. Landlord agrees that, so long as no Event of Default has occurred and is then continuing, Tenant, and any party claiming by or through Tenant under Section 7.2(c), will quietly and peaceably hold, possess, and enjoy the Premises for the full Term of this Lease without any hindrance or molestation by Landlord or any party claiming by, through, or under Landlord. Landlord will defend the title to the Premises and the use and occupancy of the same by Tenant against the lawful claims of all persons claiming by, through, or under Landlord and, to the extent permitted by applicable law and with no obligation to establish a sinking fund, will indemnify, defend, protect, and hold Tenant harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by, or asserted or awarded against Tenant and arising from or attributable to a breach by Landlord of the covenants and warranties set forth in this Article 14.

Article 15 TRANSFERS BY LANDLORD

Subject to the other terms and conditions of this Lease, Landlord will have the right to transfer its fee interest in the Premises from time to time. Landlord will be released of any obligations accruing hereunder from and after the date of such transfer.

Article 16 SIGNAGE

Tenant will have the right to install such free-standing pylon and monument signs, directional signs, and signs on the Premises as may be desired by Tenant, subject to compliance with applicable law and the City of Garland Design Standards, as applicable.

Article 17 HAZARDOUS SUBSTANCES

17.1 Hazardous Substances. Tenant will not cause or permit the use, treatment, generation, storage, disposal, spill, leakage, release, or production on, under, or about or

transportation to the Premises by Tenant, its agents, employees, contractors, licensees, subtenants, or invitees of any Hazardous Substances (defined in Section 17.2) in a manner or quantity in violation of any applicable law. If Tenant, or its agents, employees, contractors, licensees, subtenants, or invitees violates the foregoing covenant, then Tenant will (i) indemnify and hold harmless Landlord and its agents, employees, city council members, representatives, and their respective successors and assigns from and against any and all losses, claims, payments, judgments, liens, assessments, liabilities, costs and expenses, including, but not limited to, actual and reasonable attorneys' fees and penalties, arising out of or as a result of such violation, and (ii) if such materials pose an environmental risk to human health and safety, promptly clean up and remove, at Tenant's sole cost and with Landlord's approval, any such materials and remediate any resulting pollution, contamination, and environmental damages in full compliance with all applicable law, upon Landlord's written request.

Should Landlord, at any time during the Term, have a good faith and reasonable basis to suspect the presence of Hazardous Substances on, in, or about the Premises or any part thereof in violation of Tenant's obligations under Section 17.1, Tenant will, within thirty (30) days following written notice by Landlord setting forth in reasonable detail the basis of Landlord's suspicion, retain an independent engineer or other qualified consultant or expert mutually acceptable to Landlord and Tenant to conduct, at Tenant's sole expense, an environmental audit of the Premises and immediately surrounding areas; provided, however, that if such Hazardous Substances prove to have pre-dated the Effective Date of this Lease or migrated to the Premises from adjacent property through no action or omission of Tenant, its agents, employees, contractors, licensees, subtenants, or invitees, or are otherwise situated on the Premises due to acts or omissions of Landlord or its agents, employees, or invitees, then Landlord shall pay for the cost of such environmental audit. The scope of work to be performed by such engineer, consultant, or expert will be approved in advance by Landlord (such approval not to be unreasonably withheld), and a copy of all of the work product will be provided to Landlord. Upon the expiration or earlier termination of this Lease, Tenant will surrender the Premises to Landlord free from any Hazardous Substances, the presence of which was caused by any action or omission of Tenant, its sublessees, agents, contractors, servants, employees, licensees, or invitees.

17.2 Definition of Hazardous Substances. "**Hazardous Substances**" for purposes of this Lease will be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated, or classified under any applicable federal, state, or local laws and the regulations promulgated thereunder as (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), or the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) a "toxic pollutant" under section 307(a)(I) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(I) as now or hereafter amended; (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state, or local laws, ordinances, or regulations, as now or as may be passed or

promulgated in the future. "Hazardous Substances" will also mean any substance that after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either from the environment or by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls, radioactive materials (including radon and naturally occurring radio nuclides), natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum, and petroleum-based derivatives and urea formaldehyde.

17.3 Survival. The provisions of this Article 17 will survive the expiration of the Term or earlier termination of this Lease for the applicable statute of limitations period.

Article 18 MISCELLANEOUS

18.1 Authority. Landlord represents and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease. Tenant represents and warrants to Landlord that Tenant has full right and lawful authority to enter into this Lease.

18.2 Memorandum of Lease. Upon full execution of this Lease, Landlord and Tenant will execute and record a Memorandum of Lease (the "**Memorandum**") in the form set forth on **Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein. Tenant will pay all recording fees due upon recordation of the Memorandum. At Tenant's sole cost and expense, Landlord will reasonably cooperate with Tenant's efforts to obtain an Owner Policy of Title Insurance with leasehold endorsement with respect to the Premises.

18.3 Right to Contest. Tenant, at its sole cost and expense, may contest by appropriate legal proceedings conducted in good faith and with due diligence the amount, validity, or application, in whole or in part, of any taxes, Charge, or Lien; provided that (a) Tenant will give Landlord prior written notice of such contest, (b) Tenant will first make all contested payments (under protest if it desires) unless such proceeding will suspend the collection thereof, (c) no part of the Premises or any interest therein, or the Rent under this Lease, will be subjected thereby to sale, forfeiture, foreclosure, or interference, (d) Landlord will not be exposed thereby to any civil or criminal liability for failure to comply with any Regulation, and the Premises will not be subject to the imposition of any Lien as a result of such failure, and (e) Tenant will have furnished any security required in such proceeding or under this Lease or reasonably requested by Landlord to insure payment of any taxes, Charge, or Lien. Tenant agrees that it will pay, and save Landlord harmless from and against, any and all losses, judgments, decrees, and costs (including all reasonable attorneys' fees and expenses) in connection with any contest and that, promptly after the final determination of any contest, Tenant will fully pay and discharge the amounts which will be levied, assessed, charged, imposed, or be determined to be payable therein, together with all penalties, fines, interests, costs, and expenses resulting therefrom.

18.4 Notices. All notices given pursuant to this Lease shall be in writing and shall be given by facsimile, by personal delivery, by United States mail, or United States express mail, postage or delivery charge prepaid, return receipt requested, or by an established express delivery service (such as Federal Express or United Parcel Service), sent to the person and address

designated below. Landlord and Tenant expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Lease. All notices to Landlord and Tenant shall be sent to the person and address set forth below:

If intended for
Landlord:

City Manager
City of Garland, Texas
200 N. Fifth Street
Garland, Texas 75040
Telephone: (972) 205-2465
Fax: (972) 205-2504

with a required
copy to:

Office of the City Attorney
City of Garland, Texas
200 N. Fifth Street, Fourth Floor
P.O. Box 469002
Garland, Texas 75046-9002
Telephone: (972) 205-2380
Fax: (972) 205-2389

If intended for
Tenant:

Michael Garrett
Trusted World Foundation, Inc.
613 Easy Street
Suite B
Garland, Texas 75042
Telephone: (877) 729-0806
Fax: (____) ____-____

The person and address to which notices are to be given may be changed at any time by either party upon written notice to the other, such change to be effective beginning on the seventh (7th) day after receipt of such notice of change. All notices given pursuant to this Lease shall be deemed given upon receipt. For the purpose of this Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

18.5 No Waiver. Failure of a party hereto to insist upon the strict performance of any term, condition, or covenant on the other party's part to be performed pursuant to the terms of this Lease or to exercise any option, right, power, or remedy contained in this Lease or at law or in equity will not be deemed to be or be construed as a waiver of such performance or relinquishment

of such right now or subsequent hereto. The receipt by Landlord of any Rent or other amounts required to be paid by Tenant hereunder with knowledge of any default by Tenant hereunder will not be deemed a waiver of such default. No waiver of any provision of this Lease will be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is sought to be enforced.

18.6 Waiver of Redemption; Waiver of Jury Trial. Tenant hereby waives and surrenders any right or privilege under any present or future constitution, statute, or law to redeem the Premises or to continue this Lease after the termination of this Lease for any reason, as well as the benefits of any present or future constitution, statute, or rule of law which exempts property from liability for debt or for distress for rent. Tender of Rent or other charges due after legal action has been commenced against Tenant for nonpayment of Rent will not be a defense to such action. **LANDLORD AND TENANT (AND ANY SUBTENANT) HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS ANY OF THEM MAY HAVE TO REQUEST A JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF THIS LEASE OR TENANT'S OCCUPANCY OF OR RIGHT TO OCCUPY THE PREMISES. TENANT WAIVES ALL RIGHT TO INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE IN ANY SUMMARY PROCEEDING FOR NONPAYMENT OF RENT OR POSSESSION OF THE PREMISES. TENANT FURTHER WAIVES ANY RIGHT TO REMOVE SUCH SUMMARY PROCEEDING TO ANY OTHER COURT OR TO CONSOLIDATE SUCH SUMMARY PROCEEDING WITH ANY OTHER ACTION WHETHER BROUGHT PRIOR OR SUBSEQUENT TO THE SUMMARY PROCEEDING.**

18.7 Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained will be binding upon, apply to, and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

18.8 No Merger of Title. There will be no merger of the leasehold estate created by this Lease with the fee estate of Landlord by reason of the fact that the same person or entity may own or hold both the leasehold estate created by this Lease or any interest therein and the fee estate in the Premises or any interest therein; and no such merger will occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Landlord) having any interest in the leasehold estate created by this Lease or the fee estate in the Premises will join in a written instrument effecting such merger and will duly record the same.

18.9 Mortgaging the Fee. Notwithstanding any provision, term, or condition of this Lease which is, or which may appear to be, to the contrary, Landlord will at all times and from time to time during the Term have the express right, power, and privilege of pledging, conveying, assigning, or mortgaging Landlord's fee simple title in and to the Premises and/or Landlord's reversionary right to the Premises upon any termination, for the purpose of obtaining financing, credit, or as security for any financing. Any entity accepting such pledge, conveyance, assignment, or mortgage as security will take subject to the rights of Tenant (and its sublessees) so long as no Event of Default exists hereunder, and Tenant (and its sublessees), in the event of any foreclosure or deed in lieu of foreclosure or other final conveyance and transfer of Landlord's interest, as aforesaid, will recognize and attorn to the grantee thereof as "Landlord" under this Lease. In

connection with any pledge, conveyance, assignment, or mortgage of Landlord's fee simple title in and to the Premises, Landlord will cause its mortgagee to execute a subordination, non-disturbance, and attornment agreement in favor of Tenant. Likewise, and to similar effect, Landlord will at all times and from time to time during the Term, have the express right, power, and privilege of assigning only the Landlord's interest in this Lease or in the Rent and additional amounts to be paid hereunder.

18.10 Separability. Each and every covenant and agreement (but not condition) contained in this Lease will be for any and all purposes hereof construed as separate and independent, and the breach of any covenant by Landlord will not discharge or relieve Tenant from its obligation to perform each and every covenant and agreement to be performed by Tenant under this Lease. All rights, powers, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and will be limited to the extent necessary to render this Lease valid and enforceable.

18.11 Time is of the Essence. Time is of the essence as to the performance of all of the covenants, conditions, and agreements of this Lease; provided, however, that if any date for performance by a party hereto falls on a Saturday, a Sunday, or a day on which national banking associations operating in the State of Texas are not open for business, then such party's performance will not be due until the next day thereafter that is not a Saturday, a Sunday, or a day on which national banking associations operating in the State of Texas are not open for business.

18.12 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is to any extent held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid will not be affected thereby, the invalid provision will be replaced by a valid and legally enforceable provision that is as similar in substance to the invalid provision as is legally possible, and each provision of this Lease will be valid and enforced to the fullest extent permitted by law.

18.13 Interpretation. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or any Exhibits or amendments hereto.

18.14 Surrender. If Tenant holds the Premises after the expiration of the Term without the express written consent of the Landlord, such holding will be deemed to have created a tenancy from month to month terminable on thirty (30) days' written notice by either party to the other, upon a monthly rental basis at the then-current market rental rate for ground leases of comparable developments in the Dallas/Fort Worth area, and otherwise subject to all terms and provisions of this Lease applicable to a month to month tenancy, except as contemplated to the contrary in this Section 18.14.

18.15 Liability. If Tenant fails to surrender the Premises upon the termination of any month to month tenancy created under Section 18.14 above, then Tenant will, in addition to any other liabilities to Landlord accruing therefrom, indemnify and hold Landlord harmless from any

loss or liability resulting from such failure, including, without limitation, any claims made by any succeeding tenant.

18.16 Headings, Captions and References. The headings and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder," and "herein" will refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of any genders herein will include the masculine, feminine, and neuter genders and the singular form will include the plural (and *vice versa*) when the context so requires.

18.17 Brokerage Commissions. Each party represents and warrants to the other that no real estate broker or agent has been involved in the procurement of this Lease. Each party covenants and agrees, to the extent permitted by applicable law (and with no obligation on Landlord to establish a sinking fund), to indemnify, defend, protect, and hold the other party harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by, asserted, or awarded against the other party by reason of any breach of the foregoing representations and warranties.

18.18 Governing Law; Venue. This Lease will be construed and enforced under the laws of the State of Texas, without regard to any conflicts of laws principles. **Any lawsuit related to this Lease must be brought in a court of proper jurisdiction in Dallas County, Texas, to the exclusion of all other venues.**

18.19 Relationship of Parties. Nothing contained in this Lease will be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant except that of lessor and lessee.

18.20 Estoppel Certificates. Within thirty (30) days from actual, physical receipt of a written request from Landlord, Tenant will from time to time execute, acknowledge, and deliver to Landlord and to any mortgagee of or prospective tenant of Landlord, a written certificate certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications), (b) the dates to which Rent and other amounts payable by Tenant hereunder have been paid, and (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to any default specified in said certificate.

Within thirty (30) days from actual, physical receipt of a written request from Tenant, Landlord will from time to time execute, acknowledge, and deliver to Tenant a written certificate certifying (d) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), (e) the dates to which Rent and other amounts payable by Tenant hereunder have been paid, and (f) that no notice has been received by Landlord of any default by Landlord hereunder which has not been cured, except as to any default specified in said certificate.

18.21 Right of Tenant to Grant Utility Easements. Tenant will be entitled, and is hereby authorized, to grant easements for general utility purposes, ingress and egress, and water and sewage purposes, to and as may be reasonably required by any public or private utility company or other authority in order to provide service to the Premises so long as consistent with plans for the Development as approved through the City's development process. Notwithstanding the foregoing, Tenant will not have the authority to grant any easement which would adversely affect Landlord's title to the Premises, the reversionary interest therein, or Landlord's interest under this Lease.

18.22 Prevailing Party. In addition to the recovery of damages and of any sums expended on behalf of the defaulting party, together with interest thereon at the highest lawful rate, the prevailing party in any action to enforce any provision of this Lease will be entitled to receive from the other party its costs and expenses incurred in connection with such action, including reasonable attorneys' fees and costs for services rendered to the prevailing party in any such action (including any appeal thereof).

18.23 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument.

18.24 Entire Agreement. This Lease (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, understandings, negotiations, and agreements, oral or written, between the parties, if any, with respect thereto. No modification of this Lease will be binding on either party hereto unless in writing.

18.25 Force Majeure. If Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the Term because of causes beyond the reasonable control of a party, which the party in question, despite the use of good faith and diligent efforts, is unable to overcome, and consisting solely of any delay caused by fire, flood, civil disturbance, act of public enemy, war, riot, sabotage, blockage, embargo, earthquake, tornado, or hurricane ("**force majeure delays**"), then such party shall have such additional amount of time as is reasonably necessary under the circumstances to complete performance of its obligations hereunder. The provisions of this Section shall not operate to excuse any party from the prompt payment of any monies required by this Lease or from the performance of any obligation which can be satisfied within the required time period by the payment of money.

18.26 Waiver of Immunity. With respect to the liabilities of Landlord to Tenant pursuant to this Lease, Landlord hereby expressly waives any immunity or defense to suit or liability for damages that may be available to Landlord as a home rule municipality or subdivision of the State of Texas, subject to and to the extent permitted by applicable law.

18.27 Approval of Parties. Whenever this Lease requires or permits the approval or consent to be given by a party, the parties agree that such approval or consent will not be unreasonably withheld, conditioned, or delayed, unless expressly provided to the contrary herein.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute and deliver this Lease as of the Effective Date.

LANDLORD:

CITY OF GARLAND, TEXAS,
a home rule municipality

By: _____

Name: Scott LeMay

Title: Mayor

Date of execution: _____

TENANT:

TRUSTED WORLD FOUNDATION, INC.,
a Texas nonprofit corporation

By: _____

Name: Michael Garrett

Title: President

Date of execution: _____

Exhibit A

Description of the Premises

Being a tract of land situated in the E.C. Mills Survey, Abstract 952, located in the City of Garland, Dallas County, Texas, and being part of that same tract of land described as "TRACT NO. 1" in Warranty Deed with Vendor's Lien from MTES, a Texas Corporation, to Madeira Air Supply, Inc., as recorded in Volume 84104, Page 1354, of the Deed Records of Dallas County, Texas ("DRDCT"), and being all of that certain tract of land described as "TR 6" in Sheriff's Deed to City of Garland, as recorded in Volume 98016, Page 2166, DRDCT, and being part of that certain 4.927 acre tract of land described in Warranty Deed from Gaines S. Steen, et al to City of Garland, a Municipal Corporation, as recorded in Volume 91048, Page 287, DRDCT, and being more particularly described by metes and bounds as follows, the basis of bearings of which is the Texas Coordinate System of 1983:

BEGINNING at point for the intersection of the northerly right-of-way ("ROW") line of Dallas Area Rapid Transit ("DART") and the east right-of-way line of East Centerville Road (100 foot ROW), and the beginning of a curve to the right having a radius of 950.00 feet, central angle of 35 degrees 10 minutes 54 seconds, and a chord which bears N 19°16'25" E a distance of 574.21 feet;

THENCE along said curve to the right and with said east ROW line of East Centerville Road, a distance of 583.34 feet to point of reverse curvature and the beginning of a curve to the left, said curve having a radius of 1050.00 feet, a central angle of 37 degrees 43 minutes 15 seconds, and a chord which bears N 18°00'14" E a distance of 678.85 feet;

THENCE along said curve to the left and with easterly ROW line of East Centerville Road, a distance of 691.27 feet to point of tangency and end of said curve;

THENCE North 00 degrees 51 minutes 23 seconds West with said east ROW line of East Centerville Road a distance of 300.98 feet to point for corner in the south ROW line of former State Highway No. 66;

THENCE North 87 degrees 36 minutes 16 seconds East with said south ROW line of former State Highway No. 66 a distance of 498.89 feet to a 3-1/2 inch brass disk in concrete stamped "City of Dallas Marker P36-3" found for corner, same being the most northerly northwest corner of a called 40.09 acre tract of land as described in Warranty Deed from De Loyce Mays and William Griffin Mays to City of Dallas, a municipal corporation of the County of Dallas, State of Texas, as recorded in Volume 68003, Page 707, DRDCT;

THENCE contiguous with the westerly lines of said City of Dallas tract, the following courses:

South 53 degrees 29 minutes 16 seconds West, 460.81 feet to 3-1/2 inch brass disk in concrete stamped "City of Dallas Marker P36-2" found for corner;

South 18 degrees 21 minutes 18 seconds East, 1059.45 feet to point for corner in said northerly ROW line of DART;

THENCE South 74 degrees 57 minutes 41 seconds West, with said northerly DART ROW line a distance of 886.82 feet to the PLACE OF BEGINNING, and containing a calculated area of 602,977 square feet or 13.842 acres, more or less.

Exhibit B

Form of Memorandum of Lease

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

WHEN RECORDED RETURN TO:

Trusted World Foundation, Inc.

613 Easy Street, Suite B

Garland, Texas 75042

Attention: Michael Garrett

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made an entered into effective as of the ____ day of _____, 2023, by and between the City of Garland, Texas, a home rule municipality ("**Landlord**"), and Trusted World Foundation, Inc., a Texas nonprofit corporation ("**Tenant**"), who are parties to that certain Ground Lease (the "**Lease**"), dated effective as of _____, 2023 (the "**Effective Date**").

1. TERM AND PREMISES. For the initial term of fifty (50) Lease Years (as such term is defined in the Lease) and upon the provisions set forth in the Lease, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, Landlord leases to Tenant and Tenant leases from Landlord those certain premises (the "**Premises**") described on **Exhibit A** hereto.
2. OPTIONS TO EXTEND TERM. Reference is particularly made to Article 4 of the Lease wherein in the absence of a Notice of Non-Renewal, the Lease will automatically renew for two (2) successive periods of ten (10) years each.
3. PURPOSE OF MEMORANDUM OF LEASE. This Memorandum is prepared for the purpose of recording a notification as to the existence of the Lease, but it in no way modifies the express and particular provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Memorandum of Lease as of the Effective Date.

LANDLORD:

CITY OF GARLAND, TEXAS,
a home rule municipality

By: _____

Name: Scott LeMay

Title: Mayor

Date of execution: _____

TENANT:

TRUSTED WORLD FOUNDATION, INC.,
a Texas nonprofit corporation

By: _____

Name: Michael Garrett

Title: President

Date of execution: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Scott LeMay in his capacity as Mayor of the City of Garland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

 This instrument was acknowledged before me on the _____ day of _____, 2023, by Michael Garrett in his capacity as President of Trusted World Foundation, Inc., a Texas nonprofit corporation.

 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires:_____

Exhibit A
to
Memorandum of Lease

Premises

Being a tract of land situated in the E.C. Mills Survey, Abstract 952, located in the City of Garland, Dallas County, Texas, and being part of that same tract of land described as "TRACT NO. 1" in Warranty Deed with Vendor's Lien from MTES, a Texas Corporation, to Madeira Air Supply, Inc., as recorded in Volume 84104, Page 1354, of the Deed Records of Dallas County, Texas ("DRDCT"), and being all of that certain tract of land described as "TR 6" in Sheriff's Deed to City of Garland, as recorded in Volume 98016, Page 2166, DRDCT, and being part of that certain 4.927 acre tract of land described in Warranty Deed from Gaines S. Steen, et al to City of Garland, a Municipal Corporation, as recorded in Volume 91048, Page 287, DRDCT, and being more particularly described by metes and bounds as follows, the basis of bearings of which is the Texas Coordinate System of 1983:

BEGINNING at point for the intersection of the northerly right-of-way ("ROW") line of Dallas Area Rapid Transit ("DART") and the east right-of-way line of East Centerville Road (100 foot ROW), and the beginning of a curve to the right having a radius of 950.00 feet, central angle of 35 degrees 10 minutes 54 seconds, and a chord which bears N 19°16'25" E a distance of 574.21 feet;

THENCE along said curve to the right and with said east ROW line of East Centerville Road, a distance of 583.34 feet to point of reverse curvature and the beginning of a curve to the left, said curve having a radius of 1050.00 feet, a central angle of 37 degrees 43 minutes 15 seconds, and a chord which bears N 18°00'14" E a distance of 678.85 feet;

THENCE along said curve to the left and with easterly ROW line of East Centerville Road, a distance of 691.27 feet to point of tangency and end of said curve;

THENCE North 00 degrees 51 minutes 23 seconds West with said east ROW line of East Centerville Road a distance of 300.98 feet to point for corner in the south ROW line of former State Highway No. 66;

THENCE North 87 degrees 36 minutes 16 seconds East with said south ROW line of former State Highway No. 66 a distance of 498.89 feet to a 3-1/2 inch brass disk in concrete stamped "City of Dallas Marker P36-3" found for corner, same being the most northerly northwest corner of a called 40.09 acre tract of land as described in Warranty Deed from De Loyce Mays and William Griffin Mays to City of Dallas, a municipal corporation of the County of Dallas, State of Texas, as recorded in Volume 68003, Page 707, DRDCT;

THENCE contiguous with the westerly lines of said City of Dallas tract, the following courses:

South 53 degrees 29 minutes 16 seconds West, 460.81 feet to 3-1/2 inch brass disk in concrete stamped "City of Dallas Marker P36-2" found for corner;

South 18 degrees 21 minutes 18 seconds East, 1059.45 feet to point for corner in said northerly ROW line of DART;

THENCE South 74 degrees 57 minutes 41 seconds West, with said northerly DART ROW line a distance of 886.82 feet to the PLACE OF BEGINNING, and containing a calculated area of 602,977 square feet or 13.842 acres, more or less.

Exhibit C

Form of Certificate for Transfer of Ground Lease

THIS CERTIFICATE FOR TRANSFER OF GROUND LEASE (“Certificate”), dated _____, 20____, is made by _____ (**“Proposed Assignee”**) in connection with the proposed transfer of the interest of **Trusted World Foundation, Inc. (“Tenant”)** in and to that certain Ground Lease dated effective May __, 2023 (**“Ground Lease”**) by and between **THE CITY OF GARLAND**, a Texas home-rule municipality (**“Landlord”**), and Tenant.

In connection with the proposed Transfer of Tenant’s interest in the Ground Lease, Proposed Assignee does hereby certify to Landlord that to the best of its current, actual knowledge (i) the following information is true, correct, and complete or (ii) that true, correct, and complete copies of the following documents are attached to this Certificate, as applicable:

- (a) the name and address of the Proposed Assigne(s):

- (b) the name(s) of the person(s) having final decision-making authority with respect to such entity:

- (c) true, correct, and complete financial information reasonably sufficient to permit Landlord to conveniently and accurately assess the satisfaction of the tangible net worth requirement set forth in Section 7.2(a)(ii)(1) of the Ground Lease is attached to this Certificate as **Schedule 1** and incorporated herein by this reference as if fully set forth herein;

- (d) information regarding at least three (3) of the comparable developments referenced in Section 7.2(a)(ii)(2) of the Ground Lease is attached to this Certificate as **Schedule 2** and incorporated herein by this reference as if fully set forth herein and to the extent applicable, information regarding the property management company referenced in Section 7.2(a)(ii)(2) of the Ground Lease is included in **Schedule 2**, such information to include, subject to the terms of Section 7.2(b)(v) of the Ground Lease, the following: (i) the names and addresses of comparable developments, (ii) any existing marketing materials related to such developments, (iii) a representative list of tenants currently occupying space at such developments, and (iv) representative photographs of such developments;

- (e) a narrative regarding the sources of the Proposed Assignee’s equity and

financing for the acquisition of Tenant's interest in the Ground Lease is attached hereto as **Schedule 3** and incorporated herein by this reference as if fully set forth herein; and

(f) an organizational chart for the Proposed Assignee(s) is attached hereto as **Schedule 4** and incorporated herein by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, 20____.

[INSERT SIGNATURE BLOCK
FOR PROPOSED ASSIGNEE]

SCHEDULE 1

[to be attached]

SCHEDULE 2

[to be attached]

SCHEDULE 3

[to be attached]

SCHEDULE 4

[to be attached]



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

10.

Meeting Date: 05/02/2023

Item Title: Ordinance Amending Section 25.15 of the Code of Ordinances - Windsurf Bay Park Operations

Submitted By: Brian England, City Attorney

Summary of Request/Problem

Council was given a written briefing on this item during the May 1, 2023 Work Session. In September of 2022, Council amended Section 22.15 of the Code of Ordinances by changing park hours. Subsection (E) of Section 22.15, related to Windsurf Bay Park, was inadvertently deleted from the final version of the Ordinance passed and approved by Council. This item is a clean-up amendment that places Subsection (E) back into the Ordinance.

Recommendation/Action Requested and Justification

Approve amendment.

Attachments

Ordinance Amending Windsurf Bay Park Hours

ORDINANCE NO. _____

AN ORDINANCE AMENDING SEC. 25.15 OF CHAPTER 25, "PARKS AND RECREATION" TO PROVIDE FOR THE TEMPORARY CLOSING OF WINDSURF BAY PARK UNDER CERTAIN CIRCUMSTANCES; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Sec. 25.15 of Chapter 25, "Parks and Recreation" of the Code of Ordinances of the City of Garland, Texas, is hereby amended in part to read as follows:

"

- (A) Except as otherwise provided in subsections (D) or (E) of this section, or anywhere else in the City's Code of Ordinances or other law, parks shall be open to the public from 6:00 a.m. until 10:00 p.m.
- (B) A person commits an offense if the person enters or remains on park property or portions thereof when the park is closed.

. . .

(E) Windsurf Bay Park Hours.

- (1) Except as otherwise provided in this Section 25.15(E), Windsurf Bay Park shall be open to the public from 6:00 a.m. until 10:00 p.m. on weekdays.
- (2) Windsurf Bay Park shall be closed on weekends beginning Friday at 10:00 p.m. through Monday at 6:00 a.m.
- (3) Windsurf Bay Park shall be closed on all local, state, and federal holidays, including the two days preceding and succeeding the holiday.
- (4) In the event the Director of Police or Director of Fire, or one of their designees, determine in their sole discretion that Windsurf Bay Park should be temporarily closed to protect public health, safety, and welfare, and notifies the City Manager, or his or her designee,

of their recommendation to close the park, the City Manager may order the park closed until such time as needed to safely reopen the park.

- (5) A person commits an offense if the person enters or remains within Windsurf Bay Park after receiving notice that the park is closed.
- (6) For the purpose of this section, "notice" means oral or written communication by a peace officer or other City employee with apparent authority to act on behalf of the City, or a sign or signs conspicuously posted at the main entrance to the park, reasonably likely to come to the attention of the general public, indicating that the park is closed."

Section 2

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 3

That Chapter 25, "Parks and Recreation" of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

PASSED AND APPROVED this the ____ day of _____, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND PLANNING REPORT

City Council Regular Session Agenda

11. a.

Meeting Date: 05/02/2023

Item Title: Z 23-10 Vasquez Engineering, LLC (District 3)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of a Change of Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District.

LOCATION

6401 Lyons Road

OWNER

Juan & Nency Hernandez

PLAN COMMISSION RECOMMENDATION

On April 10, 2023 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Change of Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District.

STAFF RECOMMENDATION

Approval of the Change of Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District.

BACKGROUND

The applicant proposes to change the zoning of the vacant lot from Agricultural (AG) District to a Single Family-Estate (SF-E) District in order to construct one (1) single-family detached household.

The GDC requires a minimum of two (2) acres in the Agricultural (AG) District to build a single-family house. The subject property is approximately 0.760 acres, or 33,105.60 square feet. The minimum lot size for SF-E is 30,000 square feet.

SITE DATA

The 0.760-acre site is accessed from Lyons Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Agricultural (AG) District and is currently vacant.

The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future. Single-family uses on large lots are appropriate in this district.

CONSIDERATIONS

1. The request is a traditional rezoning without the formation of a Planned Development (PD) District. These requests do not require Detail Plan approval to commence or direct development. Development is dependent on the standards set forth by the Garland Development Code (GDC) and the goals and policies established within the Envision Garland 2030 Comprehensive Plan. This Change in Zoning is not intended to restrict uses or secure development performances beyond what is permitted within the proposed zoning district and the GDC. Accordingly, the GDC requires careful consideration as to how closely the proposed district follows the policies of the Envision Garland 2030 Comprehensive Plan, and to what degree the rezoning will affect surrounding and future development.
2. The Single-Family Residential districts are intended to provide for development of primarily low-density detached, single-family residences on a variety of lot sizes, churches, schools, and public parks in logical, livable, and sustainable neighborhoods. The Single-Family-Estate (SF-E) District is intended for larger single-family lots (30,000 square-foot minimum).
3. In the event the Zoning Change request is approved, the applicant will need to proceed with the platting of the subject property and securing permits prior to commencing construction. It will be during the permitting process that staff will review the proposed development and verify compliance with all the applicable regulations.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Traditional Neighborhoods for the subject site. Traditional neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing. Traditional neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking. The zoning change to Single Family-Estate (SF-E) is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the North, South, and East are zoned Agricultural (AG) District and contain single-family detached homes, a vacant lot, and a church. The property to the West of the site is zoned Planned Development (PD) District 18-21 for Single-Family-7 uses and contains a new subdivision.

The proposed use is generally compatible with the surrounding area.

Attachments

Z 23-10 Location Map
Z 23-10 R&M SF-E District
Z 23-10 Responses
Z 23-10 Staff Presentation

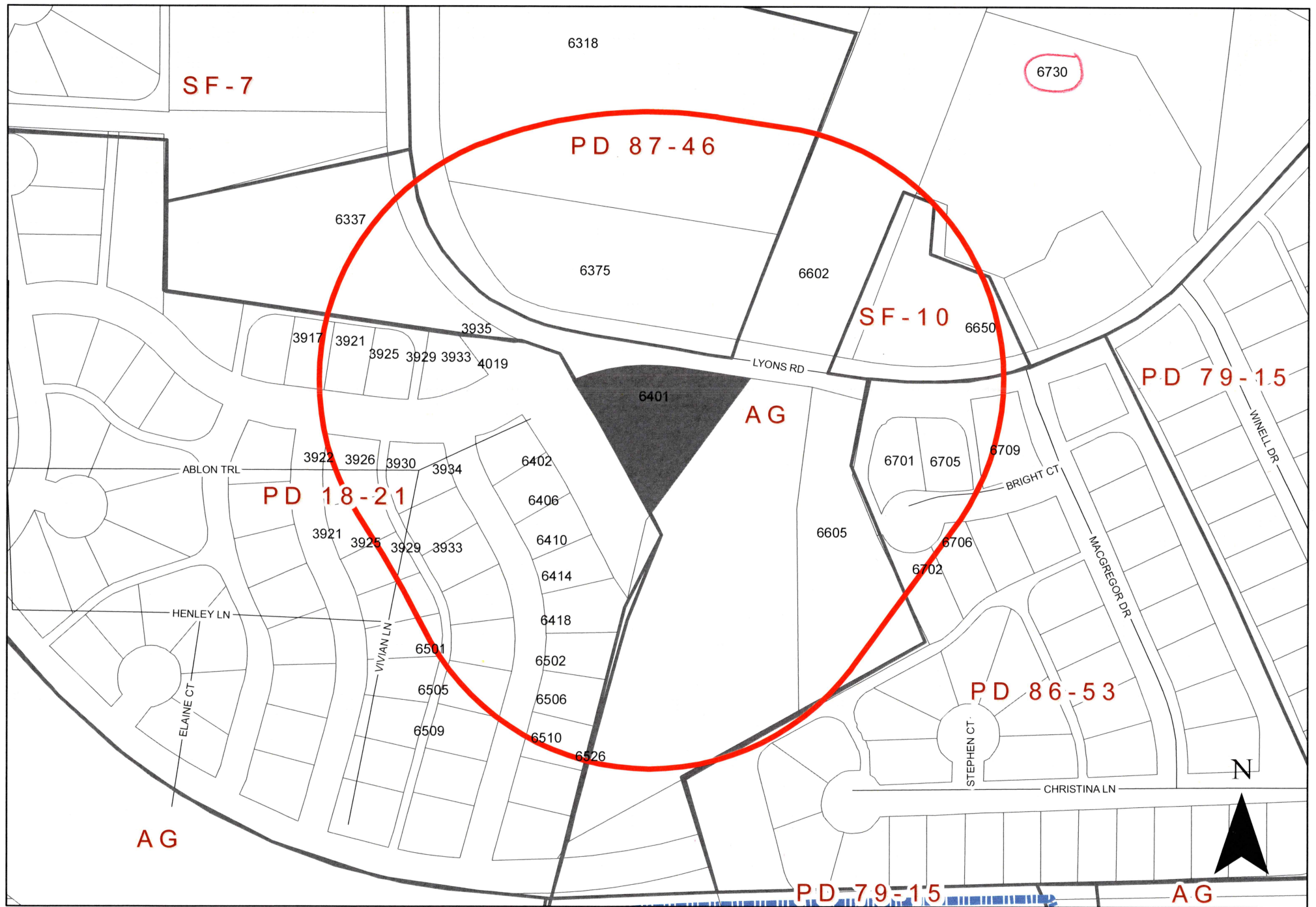
REPORT & MINUTES

P.C. Meeting, April 10, 2023

4g. APPROVED Consideration of the application of **Vasquez Engineering, LLC**, requesting approval of a Change in Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District. This property is located at 6401 Lyons Road. (District 3) (File Z 23-10 – Single Family-Estate (SF-E) District)

Representing the applicant, Juan Vasquez, 1919 S. Shiloh Road, Garland, TX, remained available for questions.

Motion was made by Commissioner Jenkins to close the public hearing and **approve** the application as presented. Seconded by Commissioner Rose. **Motion carried: 8 Ayes, 0 Nays.**



0 130 260 Feet
1 inch = 198 feet

ZONING MAP Z 23-10

INDICATES AREA OF REQUEST
INDICATES NOTIFICATION AREA

6401 Lyons Road

Morales, Elisa

From: Wolverton, Matthew
Sent: Monday, April 17, 2023 11:29 AM
To: Morales, Elisa; Garcia, Elba
Cc: Martinez, Evelyn
Subject: FW: [EXTERNAL] Z 23-10 Vasquez Engineering llc

[Looks like we have a response in favor of approval for 23-10](#)

From: Debbie Napier <debbie.napier@sbcglobal.net>
Sent: Saturday, April 15, 2023 4:30 PM
To: Wolverton, Matthew <MWolverton@garlandtx.gov>
Subject: [EXTERNAL] Z 23-10 Vasquez Engineering llc

Napier, Bryan and Deborah
6730 Lyons Rd

We are fine with the zoning change from AG to SF-E
On hearing date May 2,2024
Thanks,
Bryan and Debbie Napier
214-418-8140

[Sent from AT&T Yahoo Mail on Android](#)

CAUTION: This email is from an external source. DO NOT click links or open attachments without verifying the sender. Never enter **USERNAME, PASSWORD or SENSITIVE INFORMATION** on linked pages from this email. If you are unsure about the message, please contact the **Help Desk at x7240** for assistance.



GARLAND
TEXAS MADE HERE

The applicant requests approval of a Change in Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District, to allow for a single-family home.

City Council Meeting

May 2, 2023

Z 23-10

CASE INFORMATION

Location: 6401 Lyons Road

Applicant: Vasquez Engineering, LLC

Owner: Juan & Nancy Hernandez

Acreage: 0.760 acres

Zoning: Agricultural (AG) District

Z 23-10

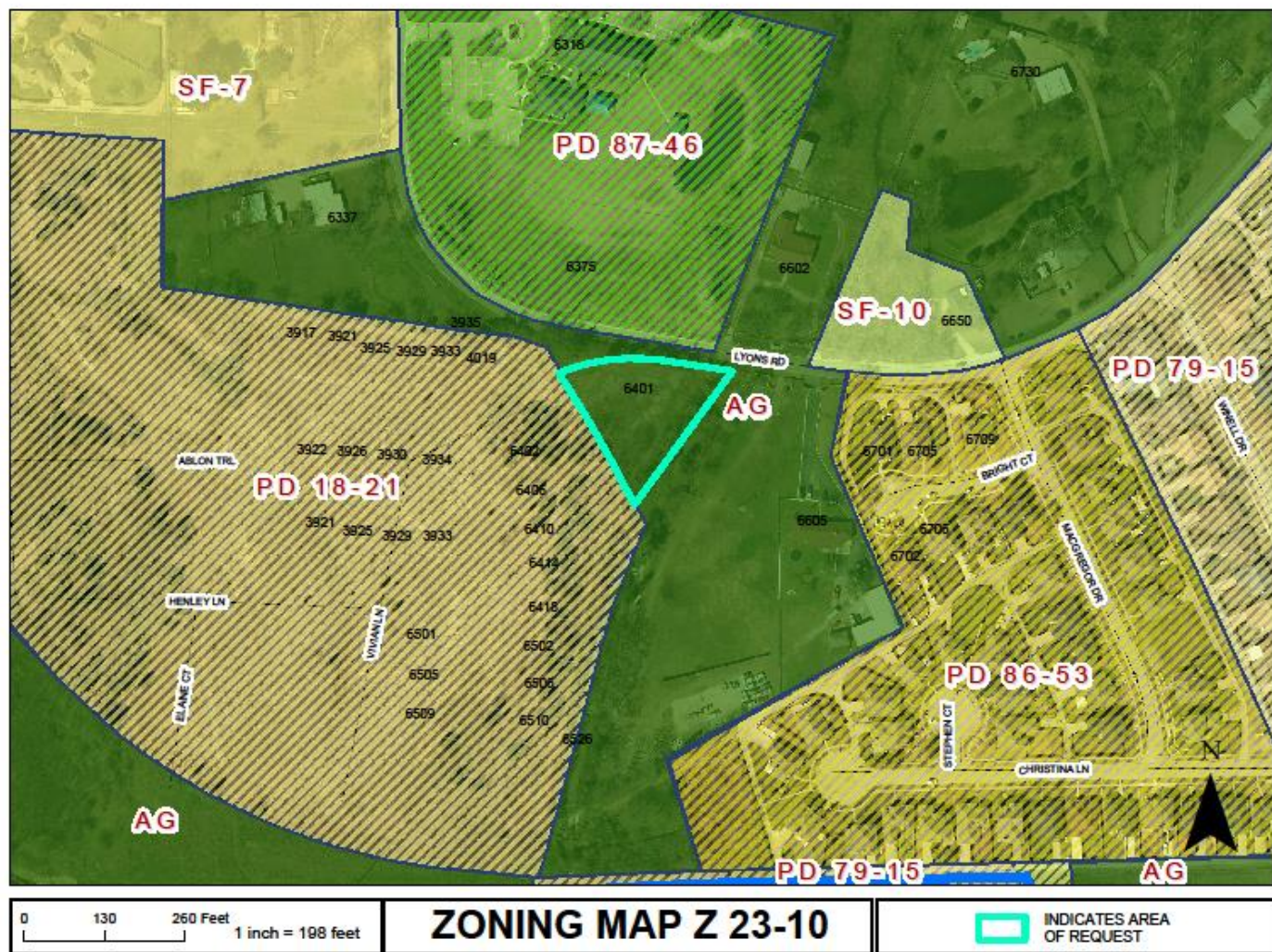


Z 23-10



GARLAND
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LOCATION MAP



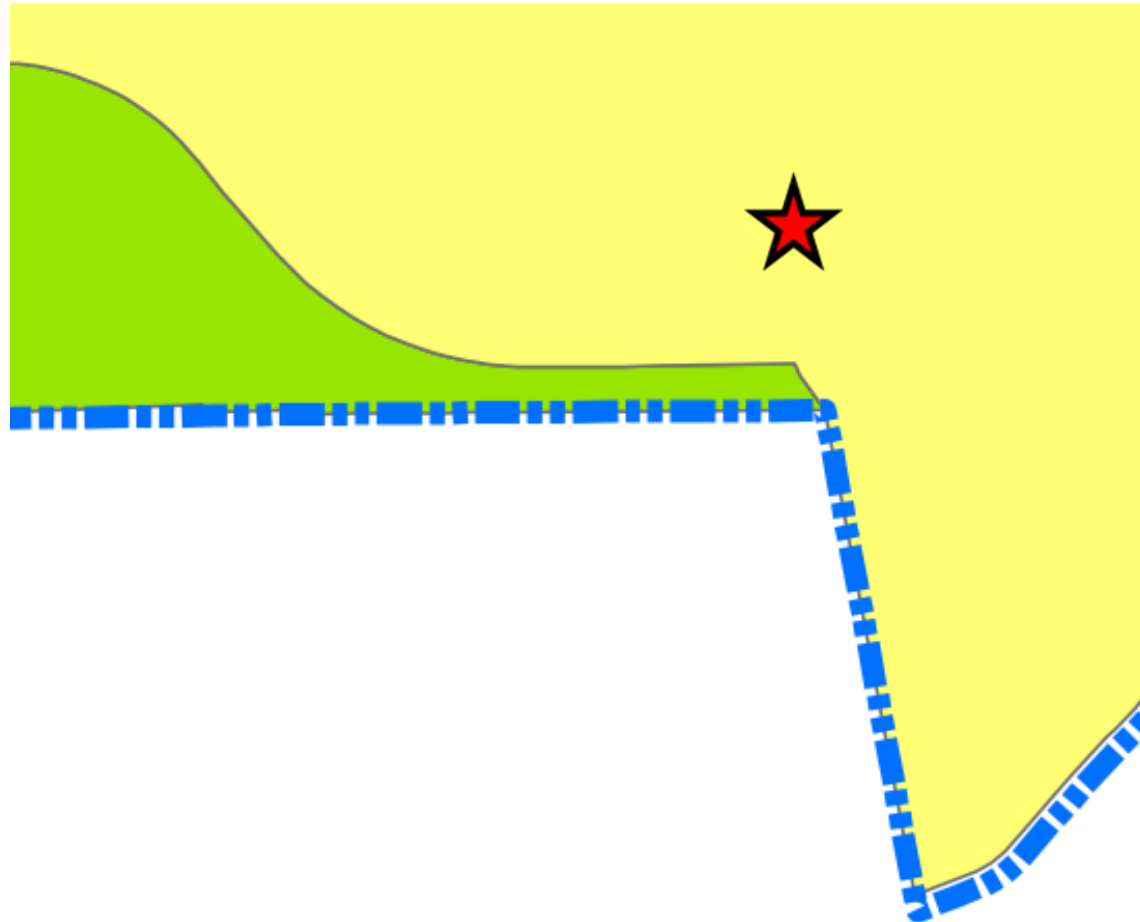
Z 23-10



GARLAND
TEXAS MADE HERE

COMPREHENSIVE PLAN

 Traditional Neighborhoods



Z 23-10

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Traditional Neighborhoods for the subject site.

Traditional neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing. Traditional neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking. The zoning change to Single Family-Estate (SF-E) is compatible with the comprehensive plan.

CONSIDERATIONS

The GDC requires a minimum of two (2) acres in the Agricultural (AG) District to build a single-family house. The subject property is approximately 0.760 acres, or 33,105.60 square feet. The minimum lot size for SF-E is 30,000 square feet

The request is a traditional rezoning without the formation of a Planned Development (PD) District. These requests do not require Detail Plan approval to commence or direct development

PHOTOS

Z 23-10



View from the subject site looking North at a Church zoned Agricultural (AG) District



View of the subject site looking South from Lyons Road



View from the subject site looking West down Lyons road with a new subdivision, Planned Development (PD) District 18-21 shown on the left



View from the subject site looking East down Lyons road

Z 23-10



GARLAND
TEXAS MADE HERE

STAFF RECOMMENDATION

Approval of a Change in Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District.

Z 23-10

PLAN COMMISSION RECOMMENDATION

On April 10, 2023 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Change of Zoning from Agricultural (AG) District to Single Family-Estate (SF-E) District.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

11. b.

Meeting Date: 05/02/2023

Item Title: Z 22-80 Jerry Handy - Planned Development Amendment (District 7)

Submitted By: Nabiha Ahmed, Lead Development Planner

REQUEST

Approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care-Independent Living based in the Multi-Family-0 (MF-0) District.

Approval of a Detail Plan for Elder Care- Independent Living.

LOCATION

2055 Arapaho Road

OWNER

Spring Creek Senior Living, LLC.

PLAN COMMISSION RECOMMENDATION

On April 10, 2023 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care-Independent Living based in the Multi-Family-0 (MF-0) District

The Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Detail Plan for Elder Care- Independent Living.

STAFF RECOMMENDATION

Approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care-Independent Living based in the Multi-Family-0 (MF-0) District.

Approval of a Detail Plan for Elder Care- Independent Living.

BACKGROUND

In 2021, the City Council approved Planned Development (PD) District 21-01 to allow Elder Care - Independent Living and Assisted Living Use on 11 acres, which is considered Phase I and is currently under construction. The applicant now proposes Phase II, which will be Elder Care Independent Living in a duplex and single-family style configuration.

SITE DATA

The subject property consists of approximately 12.8 acres with no street frontage along Arapaho Road. However, the subject property can be accessed from Arapaho Road through Phase I.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Planned Development (PD) 21-01 for Elder Care- Independent Living and Elder Care- Assisted Living Use.

CONSIDERATIONS

1. Development and Site Plan

The applicant proposes 110 independent living “cottages” and 108 of those are duet cottages and two (2) are single cottages on one (1) lot of record. The applicant contends, “this will enhance the Phase I of this older adult community and provide an additional independent living option for senior residents. The cottage community is single-story residential neighborhood.” The proposed development is a transition from the Phase I Independent and Assisted Living and any future residential development to the north.

2. Parking

The GDC requires 110 parking spaces for this proposal. The site layout shows a total of 300 parking spaces, which includes garage spaces, driveway spaces and parallel spaces. In addition, the GDC requires least fifty (50%) percent of the parking spaces to be covered for an Elder Care- Independent Living Use and the site plan (Exhibit C) meets this requirement.

3. Amenities

The GDC requires indoor common or recreational areas to be provided at a ratio of at least one hundred square feet of gross floor area per dwelling unit. Examples of common areas are: common living and sitting rooms, dining rooms, libraries, game rooms, exercise rooms, dance floors, arts and crafts rooms, music rooms, and other age appropriate indoor recreational facilities. Per the calculation, a total of 11,000 square feet of common area is required. However, the applicant proposes a 3,622 amenity center. This community focal point is nestled within the cottage neighborhood and will be a destination for community gathering, and seasonal celebrations. Phase II is being treated as a duplex and single-family configuration for senior residents rather than a traditional independent living. The amenity center consists of a sports pub, fitness room, shower rooms, leasing space, copy room and meeting room.

In addition, the site plan (Exhibit C) reflects an outdoor swimming pool, a dog park and

designated space for future pickleball court and future amphitheater.

4. Building Placement

The GDC has special standards for Elder Care- Independent Living. More specifically, single-story buildings not exceeding thirty (30) feet in height, must be set back a minimum of fifty (50) feet from the property line of an abutting residential district. In this case, the properties are adjacent to Agricultural (AG) District, which is considered a residential district. The applicant proposes a fifteen (15)-foot rear setback adjacent to the residential district. The applicant states the proposed development is a combination of duplex and single-family detached style configuration, in one lot of record. The rear setback, not adjacent to a street, in a Two-Family (2F) District and Single-Family District, is ten (10) feet. In addition, the Multi-Family (MF) District requires a rear setback of twelve (12) feet, not adjacent to a street.

In addition, Elder Care- Independent Living buildings must be a minimum of twenty (20) feet apart and the applicant proposes ten (10) feet. Since this development will be in one (1) lot of record, the applicant proposes the new Multi-Family-0 (MF-0) District base zoning. The Multi-Family-0 (MF-0) District allows the buildings to be ten (10) feet apart. The MF-0 District is intended for multiple dwelling units, developed in a single-family style, but not on individually platted lots.

5. Dwelling unit/mix

Independent Living Facility:

Two-bedroom units must have a minimum dwelling unit size of seven hundred twenty-five (725) square feet. No dwelling unit may contain more than two bedrooms. The applicant will conform with the above requirement.

Required two-bedroom	725 square feet
Proposed:	1,245 square feet
Number of units:	110 units

6. Screening and Landscaping

The GDC requires forty (40%) percent of the site to be landscaped. The landscape plan (Exhibit D) will comply with the applicable screening and landscaping standard. Perimeter fencing and landscaping is required along the property lines and access points to a senior living facility. The proposed perimeter fencing is placed along the property lines of Phase II and around the trail that is to be constructed with Phase I. The applicant proposes a six (6) foot ornamental fence with masonry columns along with evergreen shrubs.

7. Building Design

The building design complies with the MF-0 architectural elements and articulation requirements of the GDC.

8. Signage

No deviations were requested regarding signage.

9. Summary of Deviations:

Development Standards	Required	Proposed	Analysis
Indoor Common Area	11,000 square feet	3,622 square-foot Amenity Center	Phase II is being treated as a duplex and single-family configuration for senior residents rather than a traditional independent living. The amenity center consists of a sports pub, fitness room, shower rooms, leasing space, copy room and meeting room. In addition, provided is an outdoor swimming pool, a dog park and designated space for future pickleball court and future amphitheater. The applicant also states each home will have its own gathering space.
Building Placement	Single-story buildings not exceeding thirty (30) feet in height, must be set back a minimum of fifty (50) feet from the property line of an abutting residential district. This is a requirement specifically for Elder Care- Independent Living. Elder Care- Independent Living buildings must be a minimum of twenty (20) feet apart.	The applicant proposes a 15-ft rear setback adjacent to residential district. The applicant proposes ten (10) feet.	The applicant states the proposed development is a combination of low-density duplex and single-family detached style configuration, in one lot of record. The rear setback, not adjacent to a street, in a Two-Family (2F) District and Single-Family District, is ten (10) feet. This development will be in one (1) lot of record and the applicant proposes the new Multi-family-0 (MF-0) District base zoning. The Multi-Family-0 (MF-0) District allows the buildings to be ten (10) feet apart. In addition, the Multi-Family (MF) District requires a rear setback of twelve (12) feet, not adjacent to a street.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject site. Compact Neighborhoods provide areas for moderate increase in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. The Compact Neighborhood development type is primarily characterized as moderate residential between six (6) and twelve (12) dwelling units per acre.

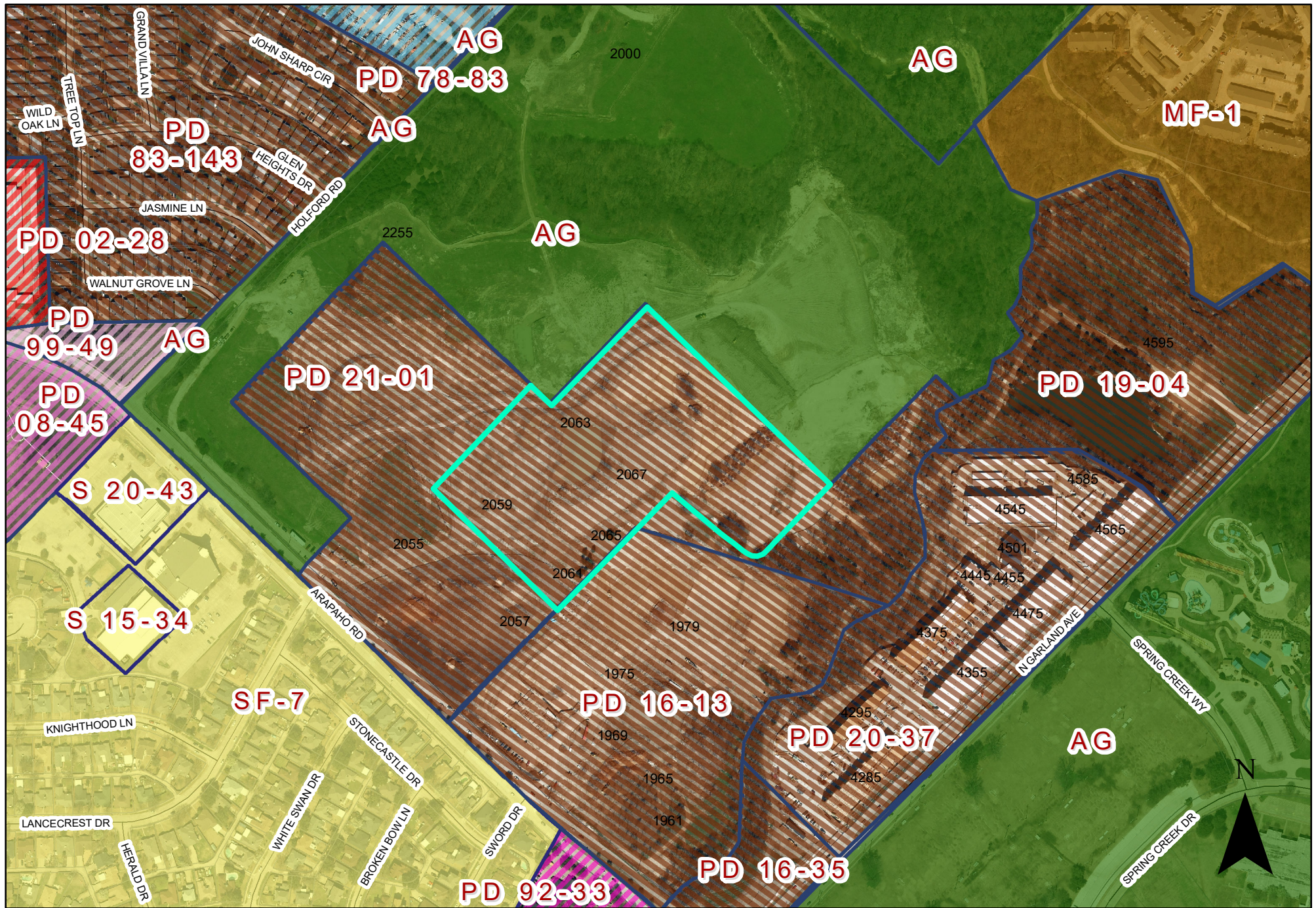
The applicant proposes the density to be 8.59 dwelling units per acre. Therefore, the proposed development is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the north is zoned Agricultural (AG) District and it is currently unimproved. Agricultural (AG) District zoning may include development of large estate lots, open spaces, or farming activities. The properties to the east are zoned Planned Development (PD) District 21-01, Planned Development (PD) District 16-13 and Planned Development (PD) District 20-37 for Multi-Family uses. There are two (2) apartment complexes. The property to the south is zoned Planned Development (PD) District 21-01; this is Phase I of the development. The properties to the south, across Arapaho Road, are zoned Single-Family-7 (SF-7) District and developed with single-family homes. The property to the west is zoned Agricultural (AG) District; this property is undeveloped.

Attachments

Z 22-80 Location Map
Z 22-80 PD Conditions
Z 22-80 R&M Planned Development Amendment
Z 22-80 Responses
Z 22-80 Staff Presentation



0 260 520 Feet
1 inch = 396 feet

ZONING MAP Z 22-80

 INDICATES AREA OF REQUEST

2055 Arapaho Road

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 22-80

2055 Arapaho Road

- I. Statement of Purpose:** The purpose of this Planned Development is to approve an Elder Care-Independent Living development.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Multi-Family-0 (MF-0) District and Special Standards of the Elder Care Living Facilities and Elder Care- Assisted Living as set forth in Chapter 2 of the Garland Development Code and Planned Development (PD) District 21-01 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. Future Development on the subject property shall require Detail Plan approval.
- V. Specific Conditions:**
- A. Permitted Uses: Only an Elder Care - Independent Living use shall be permitted on the subject property.
- 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. Dwelling Units: A total of 110 dwelling units shall be permitted.

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

E. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D. In addition, a six (6)-foot ornamental fence with masonry columns along with the evergreen high-level screening shrubs shall be provided.

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

G. Waste Disposal Restrictions:

1. On the development's residential waste collection day appointed by the City of Garland, residents of cottage units 15 and 31 shall place the unit's waste disposal can alongside the neighboring unit's waste disposal can, being units 14 and 30 respectively.
2. Waste disposal cans shall be placed along the curb at the edge of the driveway as to not block access to any cottage unit driveway.
3. Waste disposal cans shall be placed far enough before a change in direction of the waste disposal truck's path to prevent the truck from backing up to collect the waste disposal can.
 - a. The City of Garland Sanitation Department guidelines prohibit the waste disposal truck from backing up when collecting residential waste in this development.

REPORT & MINUTES

P.C. Meeting, April 10, 2023

4c. APPROVED Consideration of the application of **Jerry Handy**, requesting approval of an Amendment to Planned Development (PD) District 21-01 to allow an Elder Care – Independent Living Use based in the Multi-Family-0 (MF-0) District. This property is located at 2055 Arapaho Road. (District 7) (File Z 22-80 – Planned Development Amendment)

Representing the applicant, with the architecture firm Jeffrey DeMure & Associates, Stephen Ballay, remained available for questions.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the application per staff recommendation. Seconded by Commissioner Rose. **Motion carried: 8 Ayes, 0 Nays.**

To date we have not received any responses for this case.



GARLAND
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The applicant proposes 110 units for a senior independent living development. This is Phase 2 of the Preserve at Spring Creek Senior Living.

City Council Meeting

May 2, 2023

Z 22-80

CASE INFORMATION

Location: 2055 Arapaho Road

Applicant: Jerry Handy

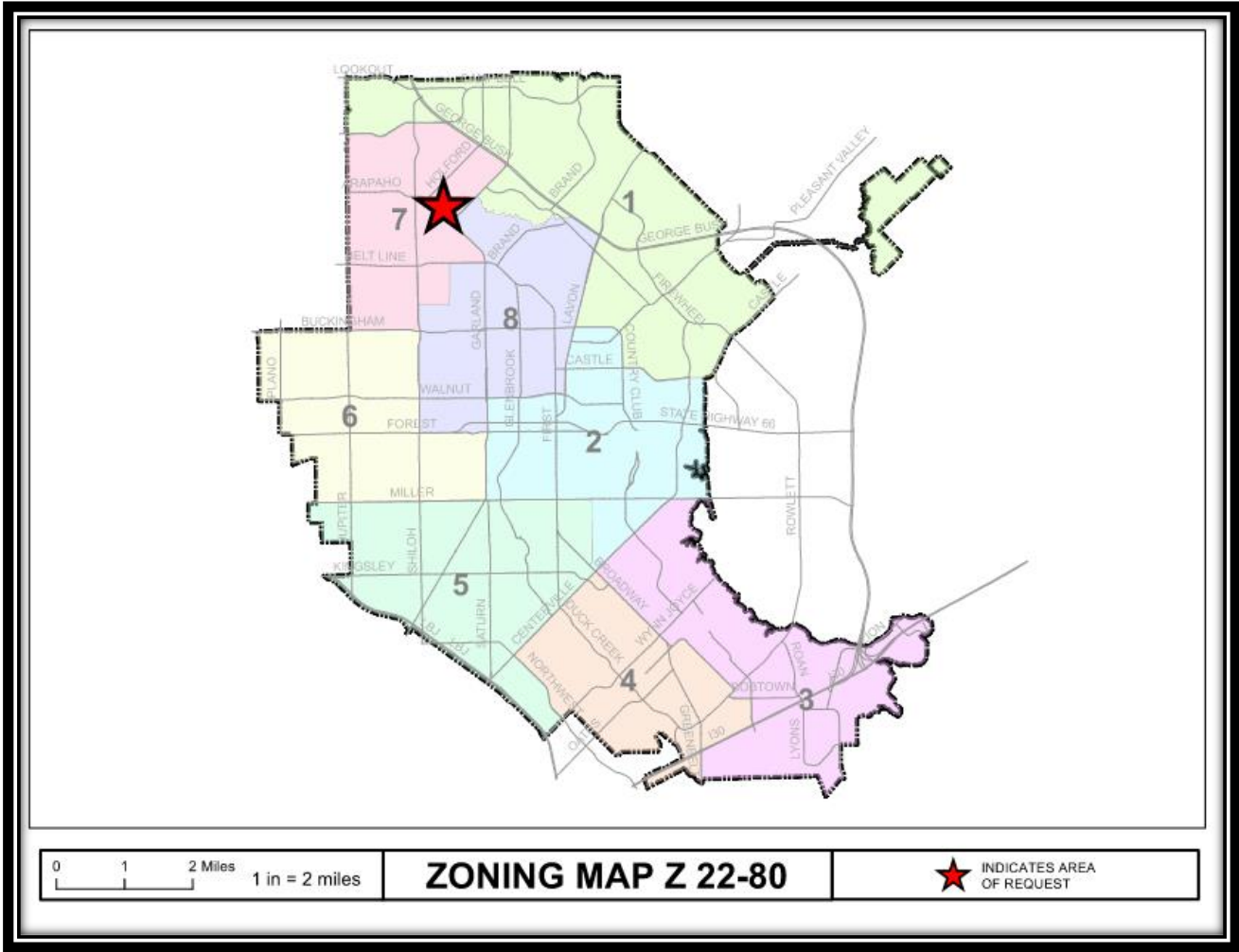
Owner: Spring Creek Senior Living, LLC.

Acreage: 12.8 acres

Zoning: Planned Development (PD) District 21-01



CITYWIDE LOCATION MAP

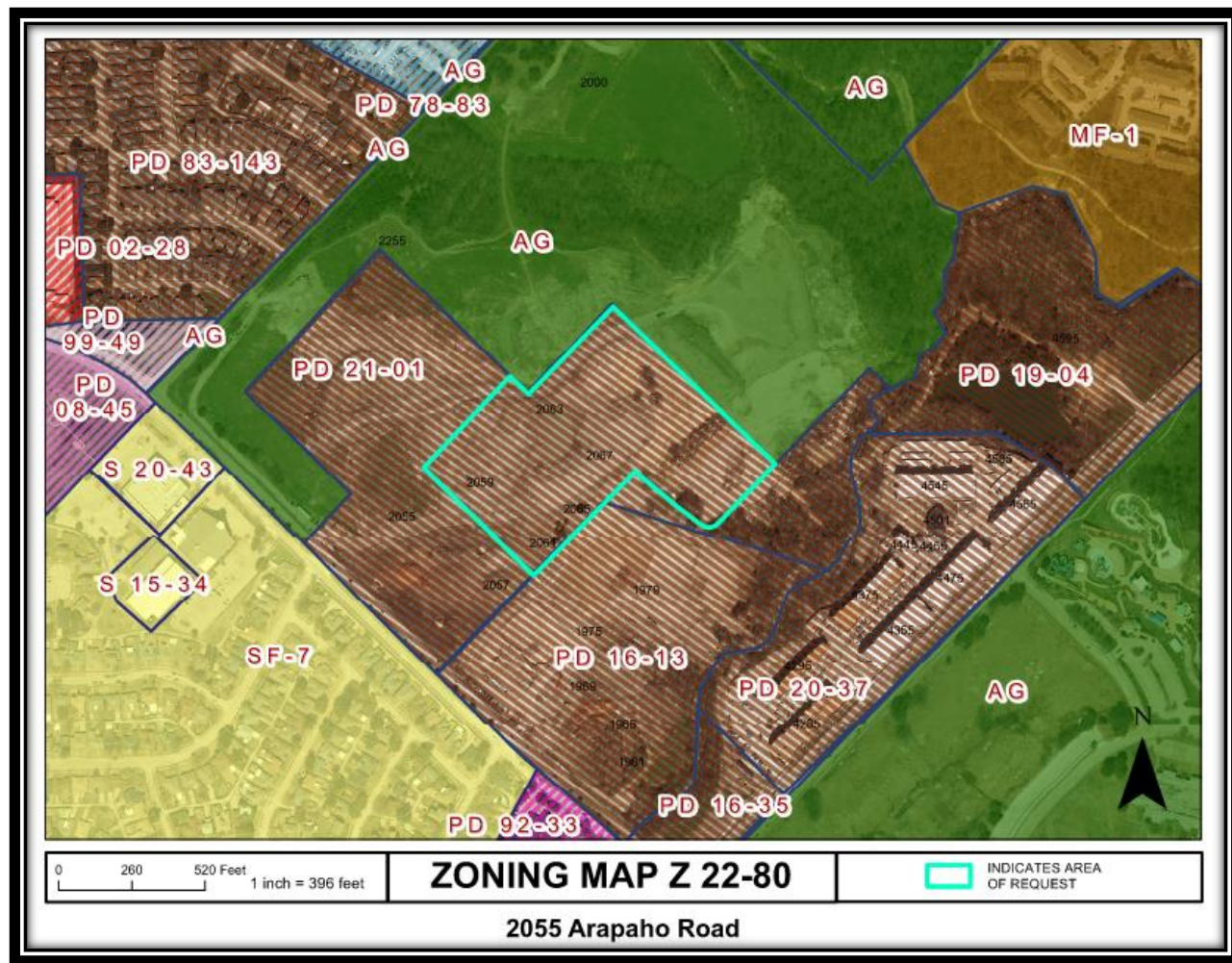


Z 22-80



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LOCATION MAP



Z 22-82



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COMPREHENSIVE PLAN



Compact Neighborhoods



COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject site. Compact Neighborhoods provide areas for moderate increase in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

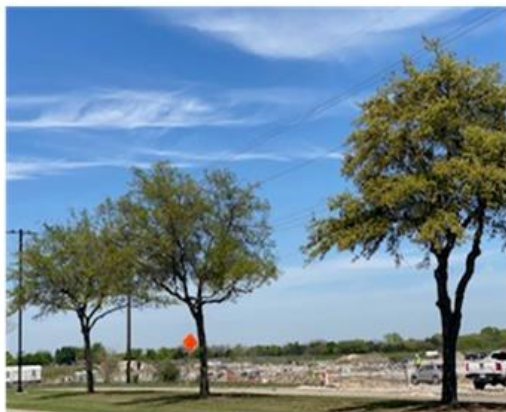
These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. The Compact Neighborhood development type is primarily characterized as moderate residential between six (6) and twelve (12) dwelling units per acre.

The applicant proposes the density to be 8.59 dwelling units per acre. Therefore, the proposed development is compatible with the Comprehensive Plan.



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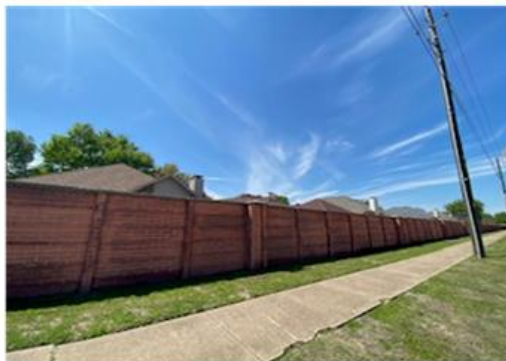
PHOTOS



View of the subject property



East of the subject property



South of the subject property



West of the subject property

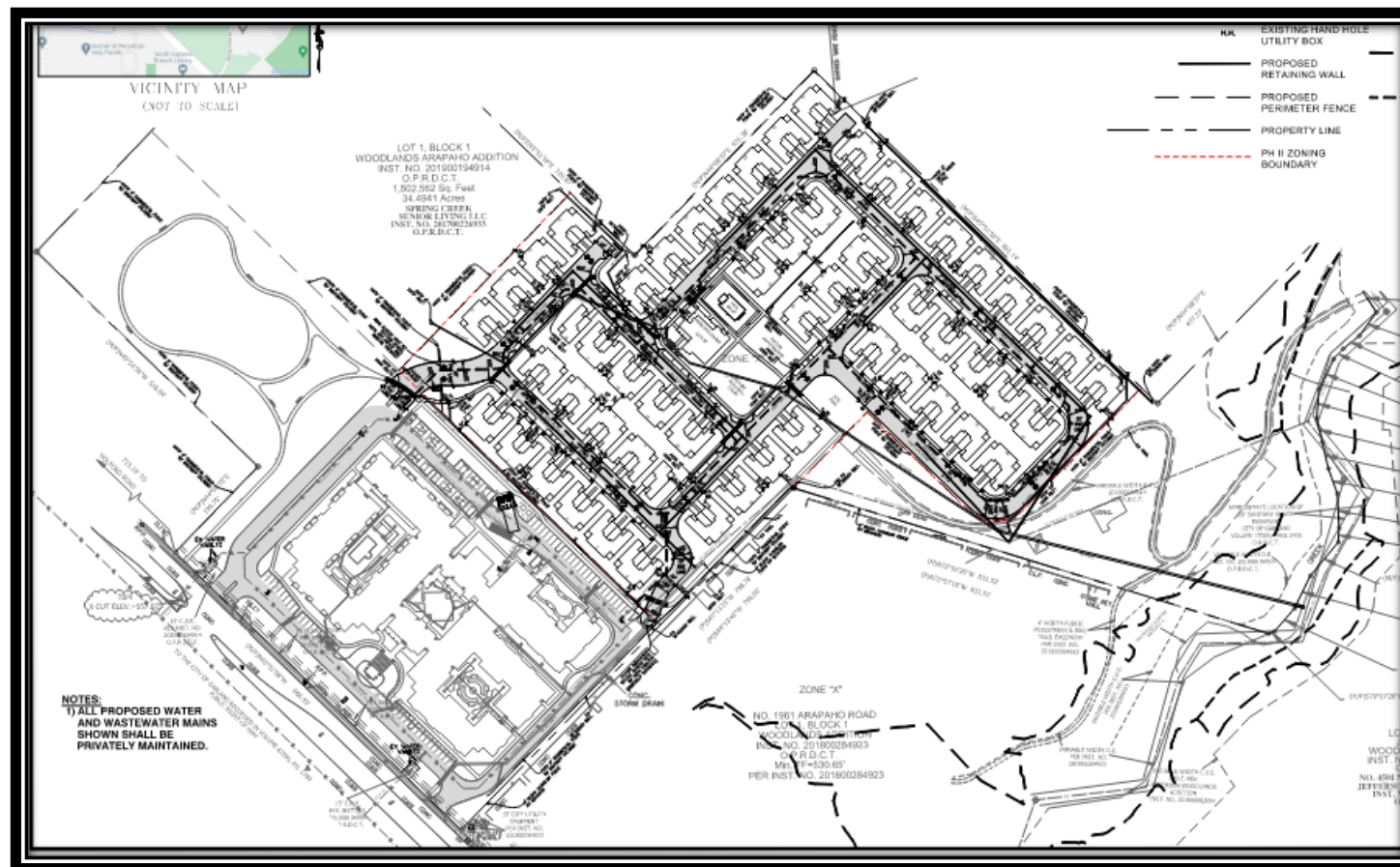
Z 22-80



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OVERALL SITE PLAN

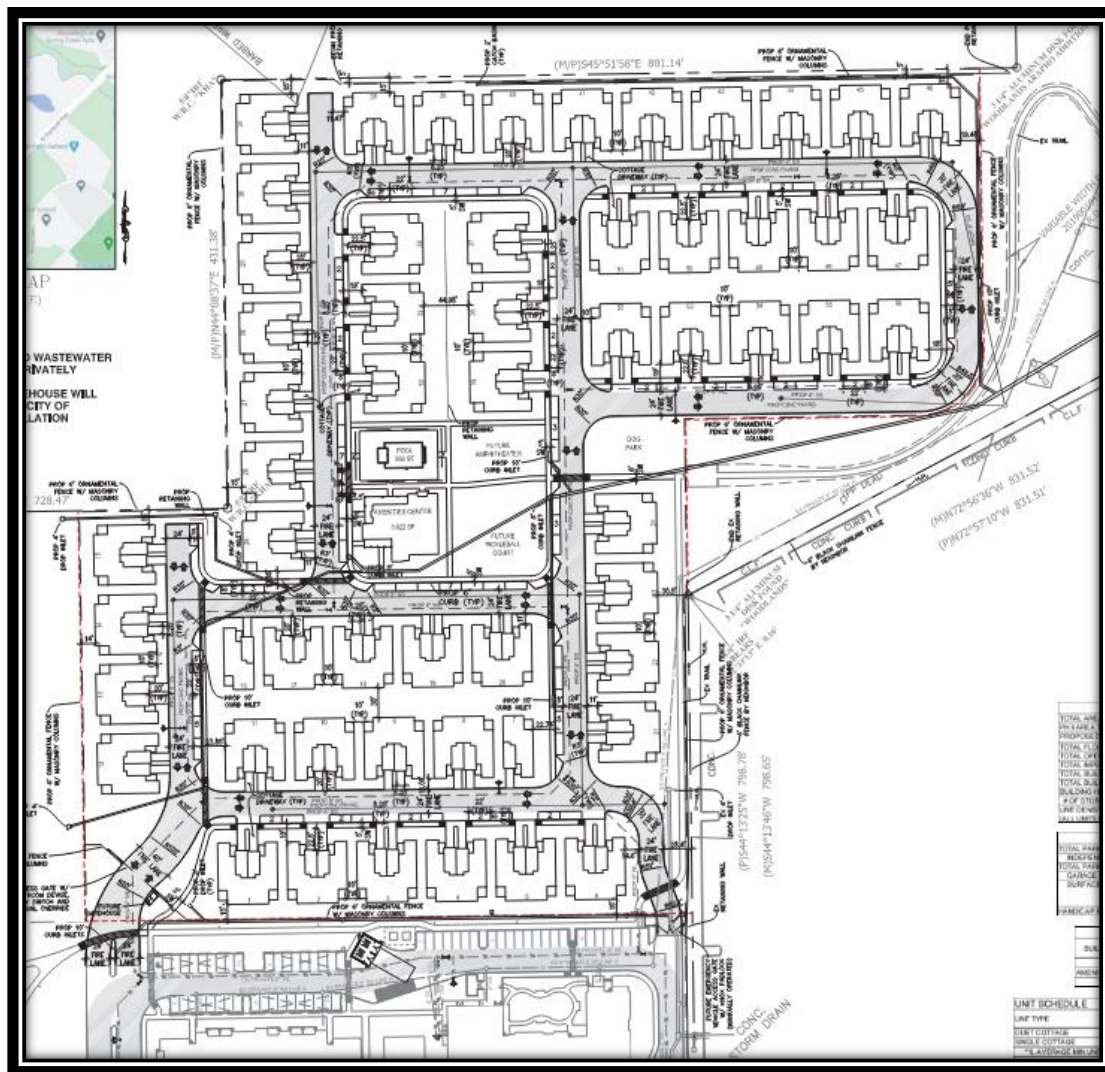


Z 22-80



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SITE PLAN – PHASE II



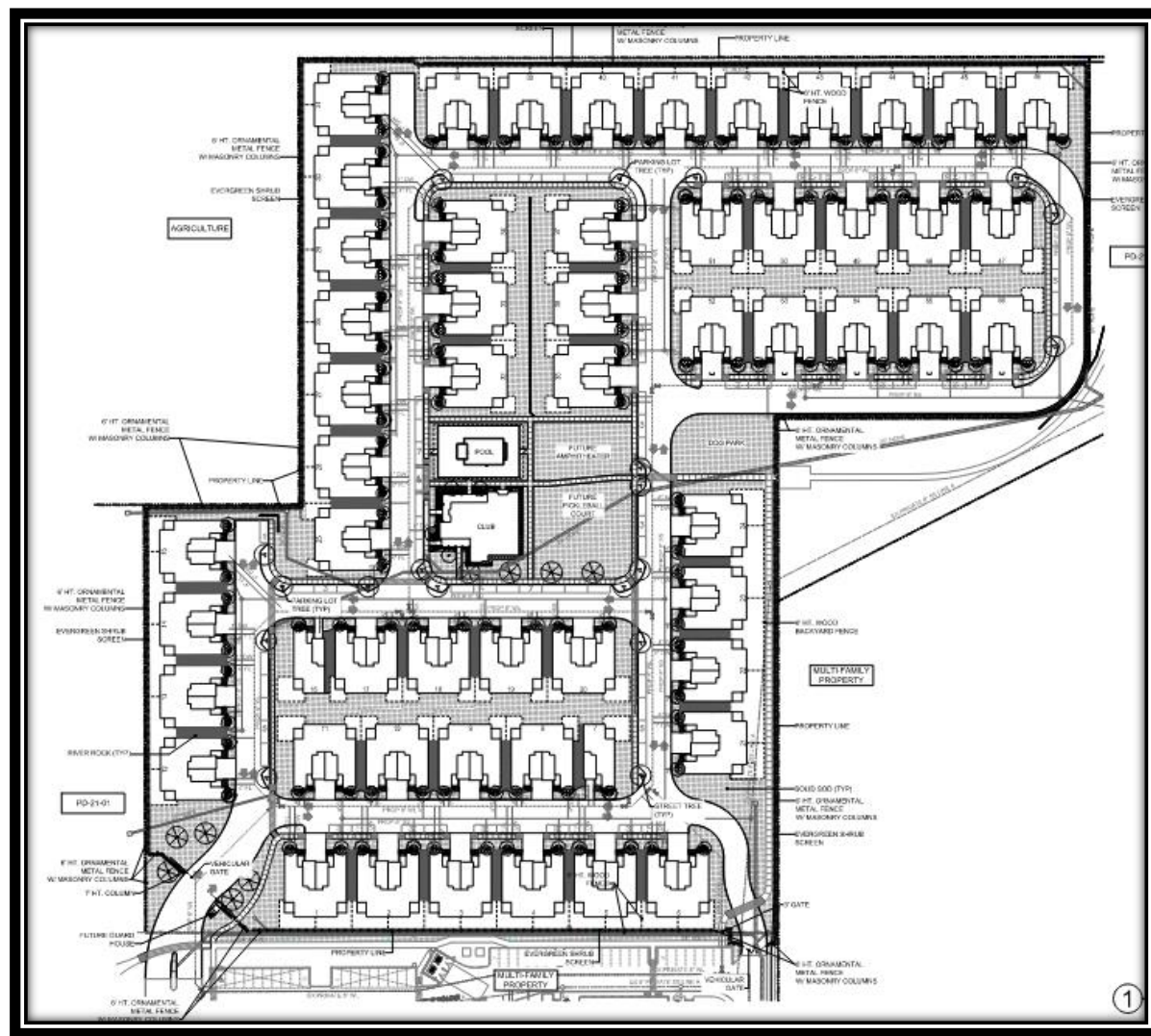
Z 22-80



GARLAND

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LANDSCAPE PLAN



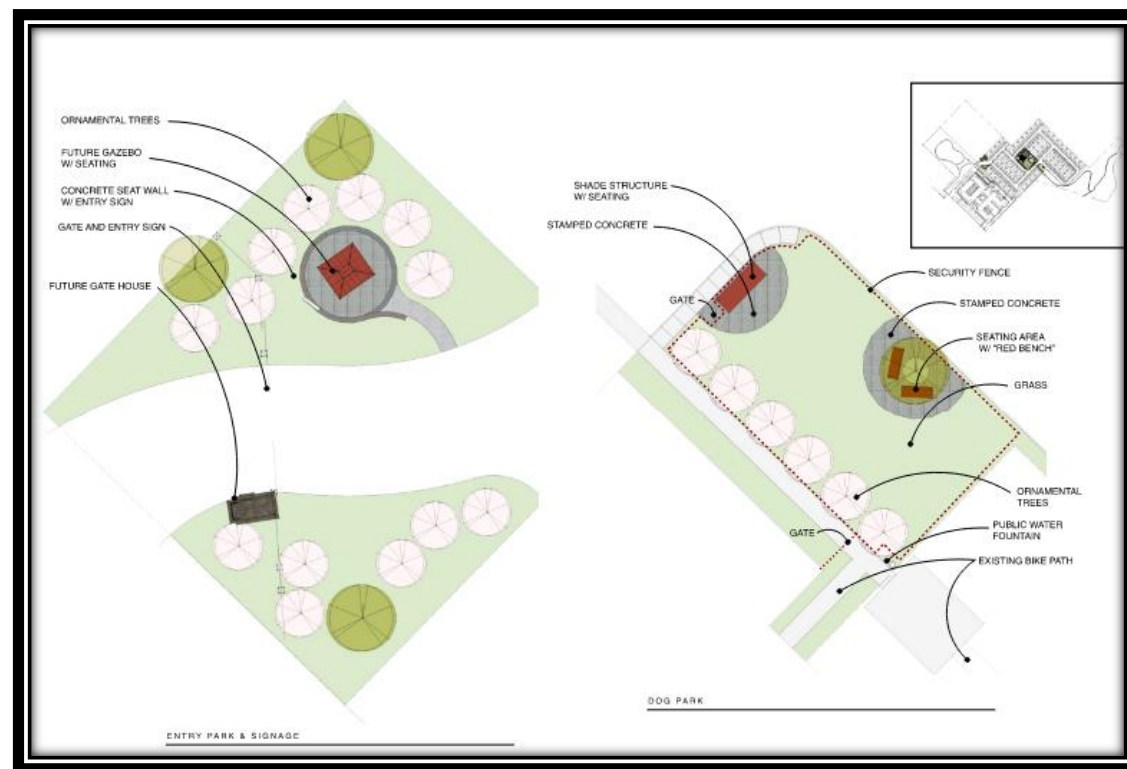
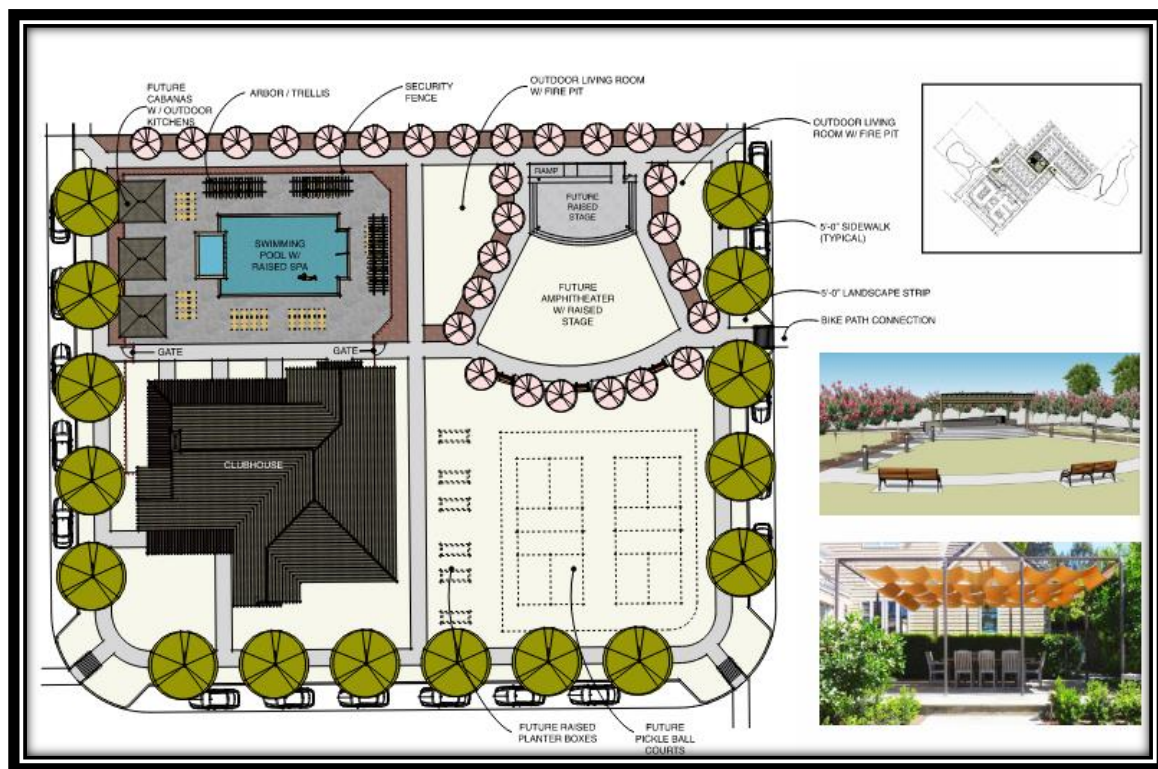
Z 22-80



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AMENITIES



Z 22-80



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BUILDING ELEVATIONS



Z 22-80



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BUILDING ELEVATIONS



Z 22-80



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BUILDING ELEVATIONS

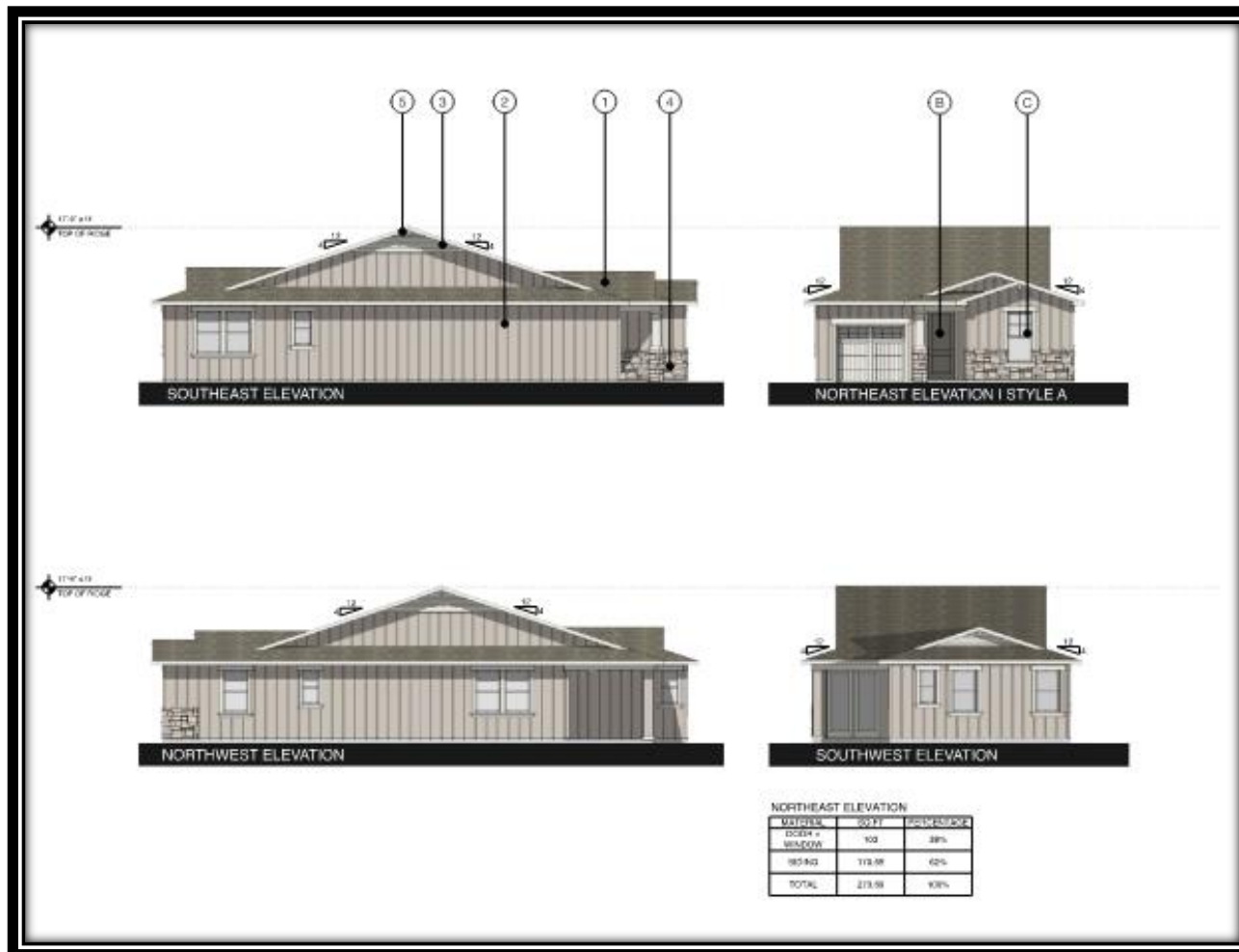


Z 22-80



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BUILDING ELEVATIONS

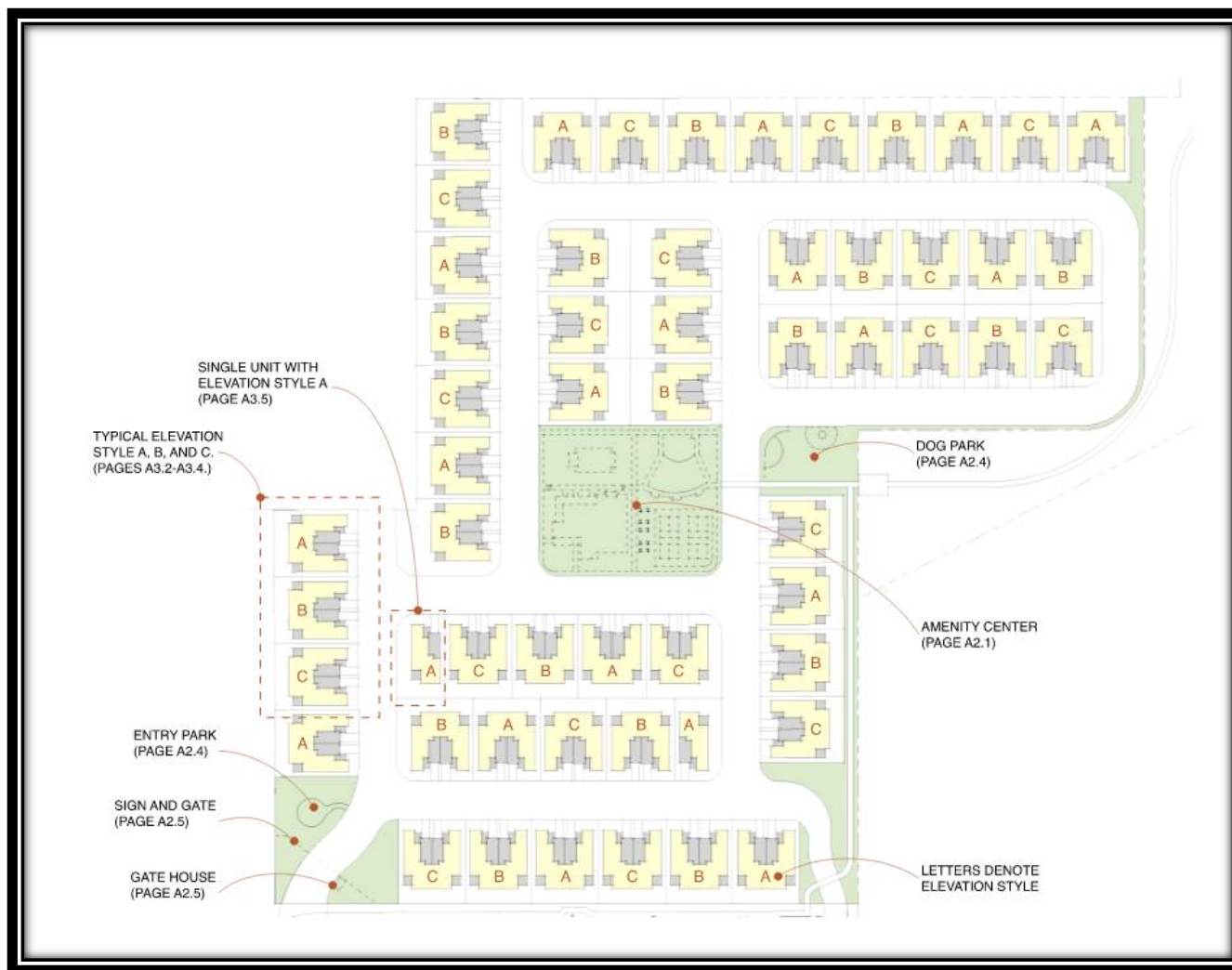


Z 22-80



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BUILDING LAYOUT



Z 22-80



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GUARD HOUSE ELEVATIONS



Z 22-80



CLUBHOUSE ELEVATIONS



DEVIATIONS

Development Standards	Required	Proposed	Analysis
Indoor Common Area	11,000 SF	3,622 SF Amenity Center	Phase II is being treated as a duplex and single-family configuration for senior residents rather than a traditional independent living. The amenity center consists of a sports pub, fitness room, shower rooms, leasing space, copy room and meeting room. In addition, provided is an outdoor swimming pool, a dog park and designated space for future pickleball court and future amphitheater. The applicant also states each home will have its own gathering space.
Building Placement	Single-story buildings not exceeding thirty (30) feet in height, must be set back a minimum of fifty (50) feet from the property line of an abutting residential district. This is a requirement specifically for Elder Care-Independent Living. Elder Care- Independent Living buildings must be a minimum of twenty (20) feet apart.	The applicant proposes a 15-ft rear setback adjacent to residential district. The applicant proposes ten (10) feet.	The applicant states the proposed development is a combination of low-density duplex and single-family detached style configuration, in one lot of record. The rear setback, not adjacent to a street, in a Two-Family (2F) District and Single-Family District, is ten (10) feet. This development will be in one (1) lot of record and the applicant proposes the new Multi-family-0 (MF-0) District base zoning. The Multi-Family-0 (MF-0) District allows the buildings to be ten (10) feet apart. In addition, the Multi-Family (MF) District requires a rear setback of twelve (12) feet, not adjacent to a street.



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STAFF RECOMMENDATION

Approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care- Independent Living based in the Multi-Family-0 (MF-0) District.

Approval of a Detail Plan for Elder Care- Independent Living.

Z 22-80

PLAN COMMISSION RECOMMENDATION

On April 10, 2023 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care- Independent Living based in the Multi-Family-0 (MF-0) District.

The Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Detail Plan for Elder Care-Independent Living.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

11. c.

Meeting Date: 05/02/2023

Item Title: Z 22-80 Jerry Handy - Detail Plan (District 7)

Submitted By: Nabiha Ahmed, Lead Development Planner

REQUEST

Approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care-Independent Living based in the Multi-Family-0 (MF-0) District.

Approval of a Detail Plan for Elder Care- Independent Living.

LOCATION

2055 Arapaho Road

OWNER

Spring Creek Senior Living, LLC.

PLAN COMMISSION RECOMMENDATION

On April 10, 2023 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care-Independent Living based in the Multi-Family-0 (MF-0) District

The Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Detail Plan for Elder Care- Independent Living.

STAFF RECOMMENDATION

Approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care-Independent Living based in the Multi-Family-0 (MF-0) District.

Approval of a Detail Plan for Elder Care- Independent Living.

BACKGROUND

In 2021, the City Council approved Planned Development (PD) District 21-01 to allow Elder Care - Independent Living and Assisted Living Use on 11 acres, which is considered Phase I and is currently under construction. The applicant now proposes Phase II, which will be Elder Care Independent Living in a duplex and single-family style configuration.

SITE DATA

The subject property consists of approximately 12.8 acres with no street frontage along Arapaho Road. However, the subject property can be accessed from Arapaho Road through Phase I.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Planned Development (PD) 21-01 for Elder Care- Independent Living and Elder Care- Assisted Living Use.

CONSIDERATIONS

1. Development and Site Plan

The applicant proposes 110 independent living “cottages” and 108 of those are duet cottages and two (2) are single cottages on one (1) lot of record. The applicant contends, “this will enhance the Phase I of this older adult community and provide an additional independent living option for senior residents. The cottage community is single-story residential neighborhood.” The proposed development is a transition from the Phase I Independent and Assisted Living and any future residential development to the north.

2. Parking

The GDC requires 110 parking spaces for this proposal. The site layout shows a total of 300 parking spaces, which includes garage spaces, driveway spaces and parallel spaces. In addition, the GDC requires least fifty (50%) percent of the parking spaces to be covered for an Elder Care- Independent Living Use and the site plan (Exhibit C) meets this requirement.

3. Amenities

The GDC requires indoor common or recreational areas to be provided at a ratio of at least one hundred square feet of gross floor area per dwelling unit. Examples of common areas are: common living and sitting rooms, dining rooms, libraries, game rooms, exercise rooms, dance floors, arts and crafts rooms, music rooms, and other age appropriate indoor recreational facilities. Per the calculation, a total of 11,000 square feet of common area is required. However, the applicant proposes a 3,622 amenity center. This community focal point is nestled within the cottage neighborhood and will be a destination for community gathering, and seasonal celebrations. Phase II is being treated as a duplex and single-family configuration for senior residents rather than a traditional independent living. The amenity center consists of a sports pub, fitness room, shower rooms, leasing space, copy room and meeting room.

In addition, the site plan (Exhibit C) reflects an outdoor swimming pool, a dog park and

designated space for future pickleball court and future amphitheater.

4. Building Placement

The GDC has special standards for Elder Care- Independent Living. More specifically, single-story buildings not exceeding thirty (30) feet in height, must be set back a minimum of fifty (50) feet from the property line of an abutting residential district. In this case, the properties are adjacent to Agricultural (AG) District, which is considered a residential district. The applicant proposes a fifteen (15)-foot rear setback adjacent to the residential district. The applicant states the proposed development is a combination of duplex and single-family detached style configuration, in one lot of record. The rear setback, not adjacent to a street, in a Two-Family (2F) District and Single-Family District, is ten (10) feet. In addition, the Multi-Family (MF) District requires a rear setback of twelve (12) feet, not adjacent to a street.

In addition, Elder Care- Independent Living buildings must be a minimum of twenty (20) feet apart and the applicant proposes ten (10) feet. Since this development will be in one (1) lot of record, the applicant proposes the new Multi-Family-0 (MF-0) District base zoning. The Multi-Family-0 (MF-0) District allows the buildings to be ten (10) feet apart. The MF-0 District is intended for multiple dwelling units, developed in a single-family style, but not on individually platted lots.

5. Dwelling unit/mix

Independent Living Facility:

Two-bedroom units must have a minimum dwelling unit size of seven hundred twenty-five (725) square feet. No dwelling unit may contain more than two bedrooms. The applicant will conform with the above requirement.

Required two-bedroom	725 square feet
Proposed:	1,245 square feet
Number of units:	110 units

6. Screening and Landscaping

The GDC requires forty (40%) percent of the site to be landscaped. The landscape plan (Exhibit D) will comply with the applicable screening and landscaping standard. Perimeter fencing and landscaping is required along the property lines and access points to a senior living facility. The proposed perimeter fencing is placed along the property lines of Phase II and around the trail that is to be constructed with Phase I. The applicant proposes a six (6) foot ornamental fence with masonry columns along with evergreen shrubs.

7. Building Design

The building design complies with the MF-0 architectural elements and articulation requirements of the GDC.

8. Signage

No deviations were requested regarding signage.

9. Summary of Deviations:

Development Standards	Required	Proposed	Analysis
Indoor Common Area	11,000 square feet	3,622 square-foot Amenity Center	Phase II is being treated as a duplex and single-family configuration for senior residents rather than a traditional independent living. The amenity center consists of a sports pub, fitness room, shower rooms, leasing space, copy room and meeting room. In addition, provided is an outdoor swimming pool, a dog park and designated space for future pickleball court and future amphitheater. The applicant also states each home will have its own gathering space.
Building Placement	Single-story buildings not exceeding thirty (30) feet in height, must be set back a minimum of fifty (50) feet from the property line of an abutting residential district. This is a requirement specifically for Elder Care- Independent Living. Elder Care- Independent Living buildings must be a minimum of twenty (20) feet apart.	The applicant proposes a 15-ft rear setback adjacent to residential district. The applicant proposes ten (10) feet.	The applicant states the proposed development is a combination of low-density duplex and single-family detached style configuration, in one lot of record. The rear setback, not adjacent to a street, in a Two-Family (2F) District and Single-Family District, is ten (10) feet. This development will be in one (1) lot of record and the applicant proposes the new Multi-family-0 (MF-0) District base zoning. The Multi-Family-0 (MF-0) District allows the buildings to be ten (10) feet apart. In addition, the Multi-Family (MF) District requires a rear setback of twelve (12) feet, not adjacent to a street.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject site. Compact Neighborhoods provide areas for moderate increase in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. The Compact Neighborhood development type is primarily characterized as moderate residential between six (6) and twelve (12) dwelling units per acre.

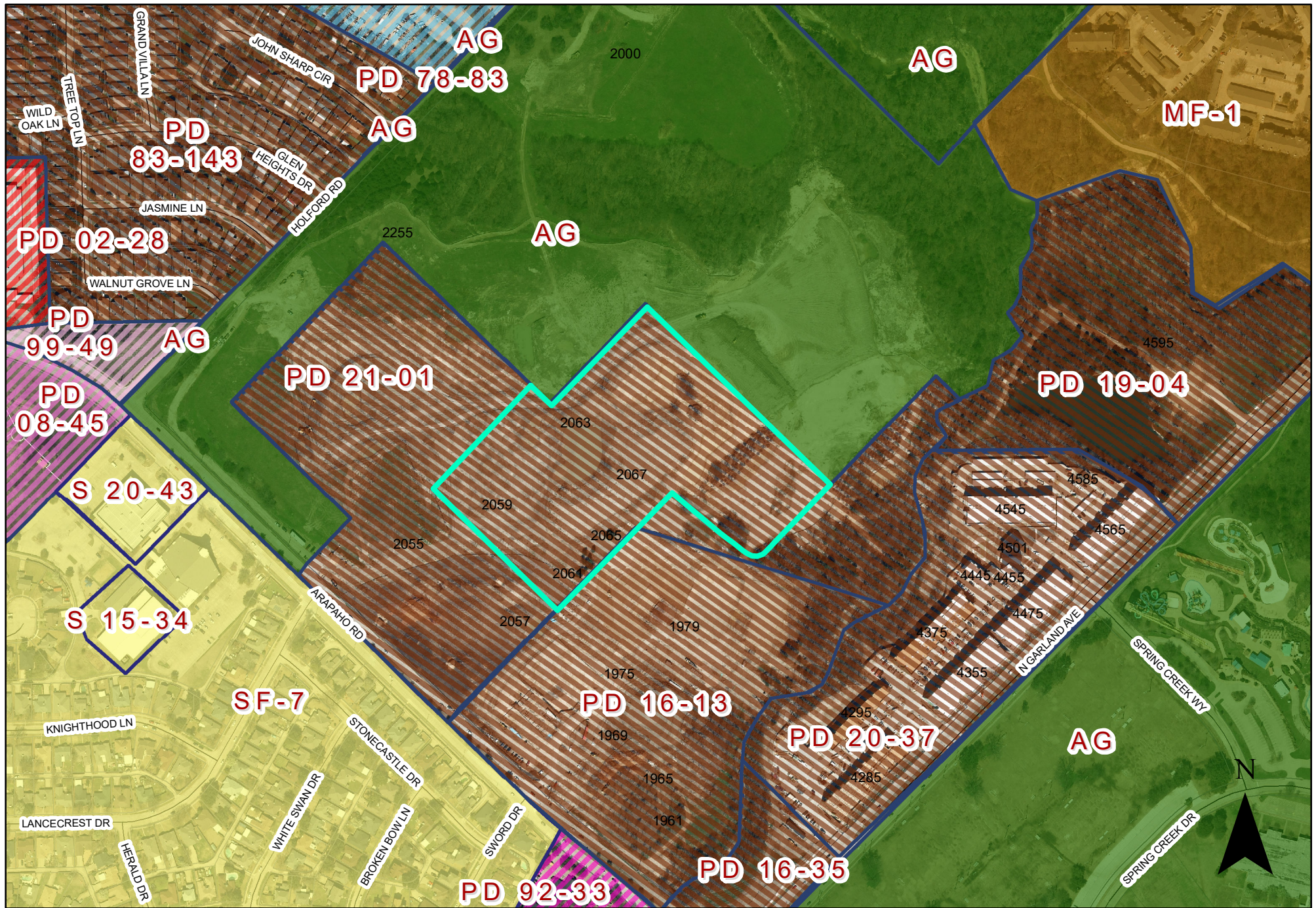
The applicant proposes the density to be 8.59 dwelling units per acre. Therefore, the proposed development is compatible with the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the north is zoned Agricultural (AG) District and it is currently unimproved. Agricultural (AG) District zoning may include development of large estate lots, open spaces, or farming activities. The properties to the east are zoned Planned Development (PD) District 21-01, Planned Development (PD) District 16-13 and Planned Development (PD) District 20-37 for Multi-Family uses. There are two (2) apartment complexes. The property to the south is zoned Planned Development (PD) District 21-01; this is Phase I of the development. The properties to the south, across Arapaho Road, are zoned Single-Family-7 (SF-7) District and developed with single-family homes. The property to the west is zoned Agricultural (AG) District; this property is undeveloped.

Attachments

Z 22-80 Location Map
Z 22-80 Exhibits
Z 22-80 R&M Detail Plan
Z 22-80 Responses
Z 22-80 Staff Presentation

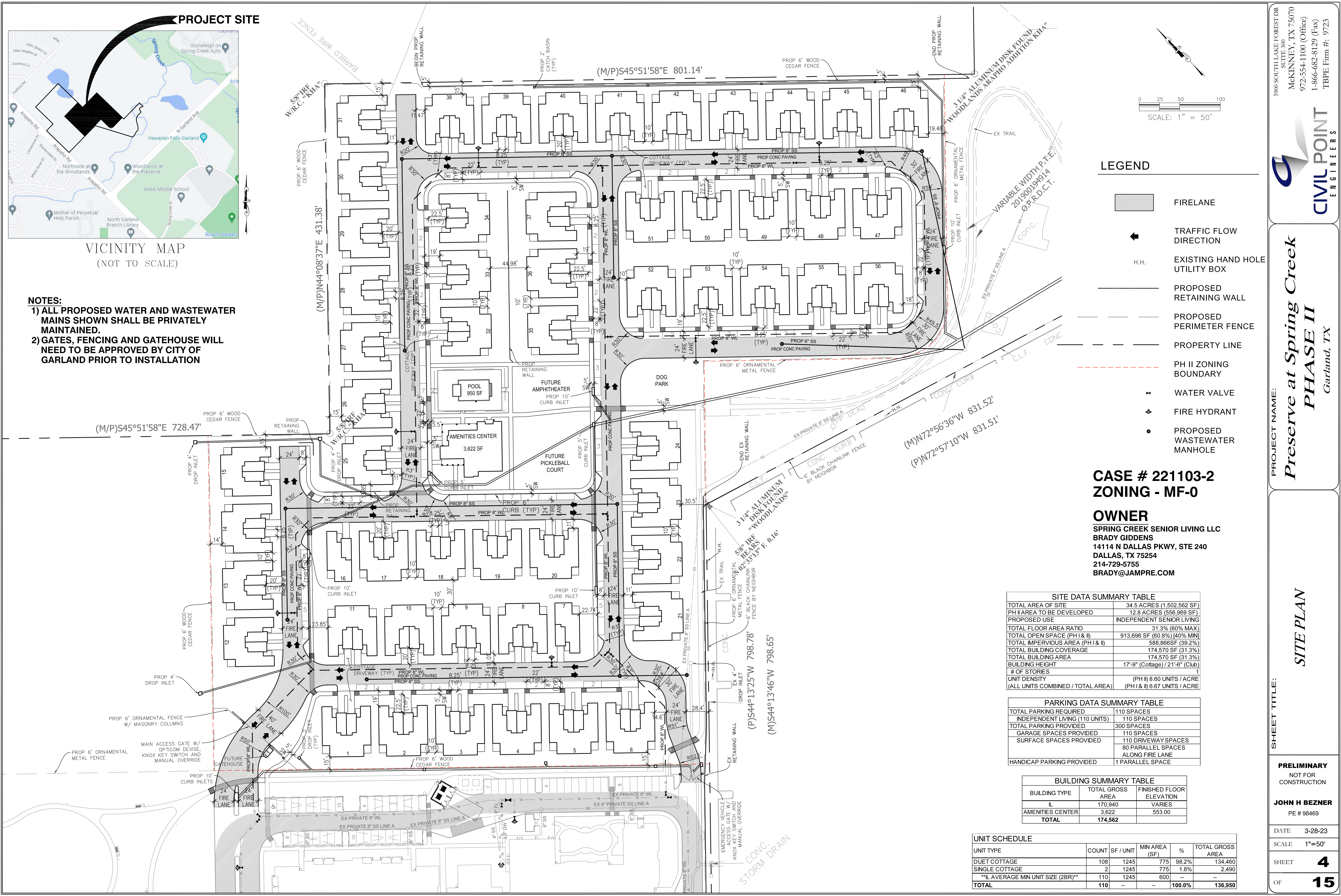


0 260 520 Feet
1 inch = 396 feet

ZONING MAP Z 22-80

INDICATES AREA
OF REQUEST

2055 Arapaho Road



LANDSCAPE CALCULATIONS

SITE INFORMATION:

ZONING: CR DISTRICT
TOTAL LOT AREA: 556,960 S.F. (12.78 ACRES)
PROPOSED USE: MULTIFAMILY COTTAGES

LANDSCAPE AREA:

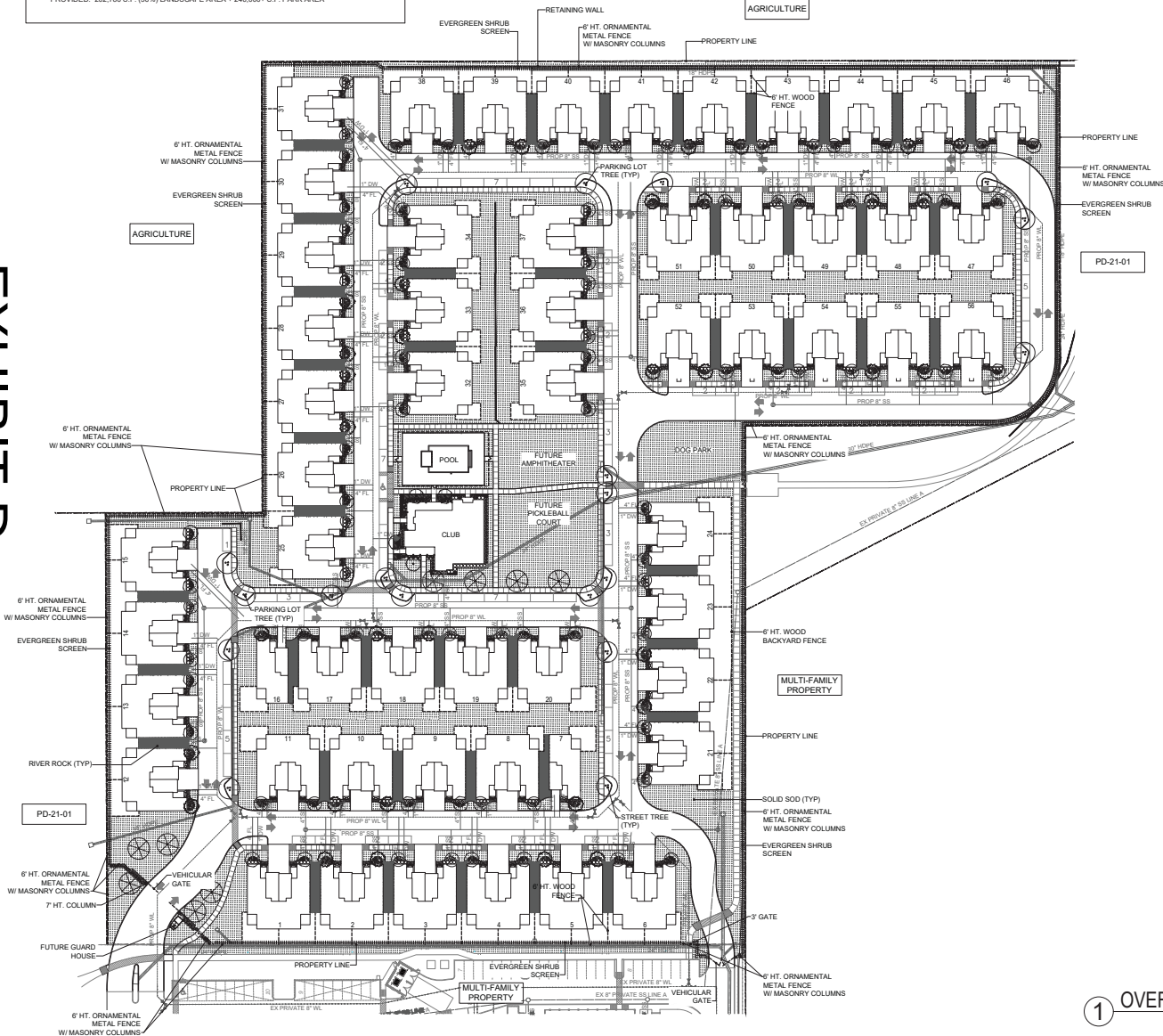
REQUIRED: MINIMUM OF 40% OF GROSS PLATTED SITE MUST BE DEVOTED TO LANDSCAPING,
OPEN SPACE AREAS, POOLS, AND SIMILAR OUTDOOR ACTIVITY USE
556,960 S.F. X 40% = 222,784 S.F. LANDSCAPE AREA

PROVIDED: 202,786 S.F. (36%) LANDSCAPE AREA + 240,000+ S.F. PARK AREA

PARKING LOT:

REQUIRED: (1) CANOPY TREE PER 10 PARKING SPACES (33 SPACES / 10 = 4 TREES)
(1) CANOPY TREE AT THE TERMINUS OF EVERY PARKING ROW
EVERY PARKING SPACE WITHIN 65' OF A CANOPY TREE
LANDSCAPING TO ACCOUNT FOR 5% OF THE PARKING AREA (8,466 X 5% = 324 S.F.)

PROVIDED: (11) SHADE TREES + 325+ S.F. LANDSCAPE AREA



PLANT LEGEND			
SYMBOL	SCIENTIFIC NAME	COMMON NAME	QUANTITY
LARGE CANOPY TREES			
10	<i>Quercus macrocarpa</i>	Shingle Elm	10 3' Cal.
11	<i>Quercus virginiana</i>	Live Oak	10 3' Cal.
SMALL ORNAMENTAL TREES			
12	<i>Lagerflora indica</i>	Crash Myrtle	42 1'8" Cal.
13	<i>Viburnum acerifolium</i>	Chaste Tree	34 1'5" Cal.
14	<i>Rosa virginiana</i>	Yapoon Holly	38 1'5" Cal.
LOW LEVEL SCREENING SHRUBS			
15	<i>Abelia grandifolia</i>	Abelia	94 5 gal.
16	<i>Desmodium illinoense</i>	Desmodium	139 5 gal.
17	<i>Rosa virginiana</i>	Yapoon Holly	212 3 gal.
18	<i>Myrica asplenifolia</i>	Mossy Leaf Myrica	10 5 gal.
19	<i>Lonicera japonica</i>	Purple Fringe Flower	178 5 gal.
20	<i>Leucophyllum frutescens</i>	Texas Sage	100 5 gal.
21	<i>Ligustrum lucidum</i>	Arbutus Sage	347 3 gal.
22	<i>Rapanea indica</i>	Desert Indian Hawthorn	439 3 gal.
23	<i>Yucca rostrata</i>	Mexican Feather Grass	80 3 gal.
GROUNDCOVERS			
24	<i>Liriodendron</i>	Liriodendron	1,575 4" pots
25	<i>Cynodon dactylon</i>	Common Bermuda	161,000 S.F.
26	<i>Colorado Blue Spruce</i>	River Rock	22,000 S.F.

LANDSCAPE INSTALLATION & MAINTENANCE

- TREES AND LANDSCAPE MATERIALS THAT ARE PLANTED PURSUANT TO THIS ARTICLE 3 FROM THE CITY'S APPROVED PLANT LIST, DIVISION 7 OF THIS ARTICLE 3 MUST BE INSTALLED IN ACCORDANCE WITH PROFESSIONAL INSTALLATION STANDARDS.
- THE PROPERTY OWNER MUST SUFFICIENTLY MAINTAIN TREES AND LANDSCAPE MATERIALS SO THAT THEY REMAIN IN A HEALTHY, LIVING, GROWING, AND THRIVING CONDITION.
- PROPERTY OWNERS MAY BE REQUIRED TO REPLACE TREES AND LANDSCAPE MATERIALS THAT ARE NOT HEALTHY OR WHICH HAVE DIED.
- IRRIGATION SYSTEMS:
 - ALL IRRIGATION SYSTEMS MUST BE MAINTAINED AND KEPT FULLY OPERABLE.
 - ANY LEAKS IN THE IRRIGATION SYSTEM, WHETHER ABOVE OR BELOW GROUND, MUST BE PROMPTLY REPAIRED.
 - IRRIGATION SYSTEMS MUST HAVE FREEZE AND MOISTURE SENSORS.
 - IRRIGATION SYSTEMS MUST BE CALIBRATED AND SET TO PROVIDE PERIODIC WATERING IN AN AMOUNT SUFFICIENT TO MAINTAIN ALL TREES AND LANDSCAPE MATERIALS.

NO LANDSCAPING SUCH AS TREES, SHRUBS, 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.

LANDSCAPE ARCHITECT

MECKS DESIGN GROUP, INC.
BRANDON BOOHER
1755 NORTH COLLINS BLVD., STE 300
RICHARDSON, TX 75080
(972) 690-1474

APPLICANT/OWNER

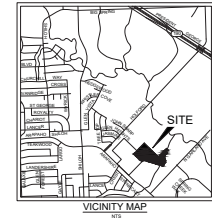
JAMP ENTERPRISES, LLC
14114 N. DALLAS PARKWAY
SUITE 265
DALLAS, TX 75254

1 OVERALL LANDSCAPE PLAN

SCALE: 1"=50'-0"



0 50 100
GRAPHIC SCALE IN FEET



ISSUES:	
10-24-22	SITE PLAN SUBMITTAL
10-28-22	PER CITY COMMENTS
11-15-22	PER CITY COMMENTS
11-15-22	PER CITY COMMENTS
11-15-22	PER CITY COMMENTS

CLIENT:
JAMP Enterprises LLC
14114 N. Dallas Parkway
Suite 265
Dallas, TX 75254

THE PRESERVE AT SPRING CREEK
(PHASE II)
GARLAND, TEXAS

CASE NO: 221103-2

MECKS DESIGN GROUP, INC.
1755 NORTH COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-1474
F (972) 690-1474



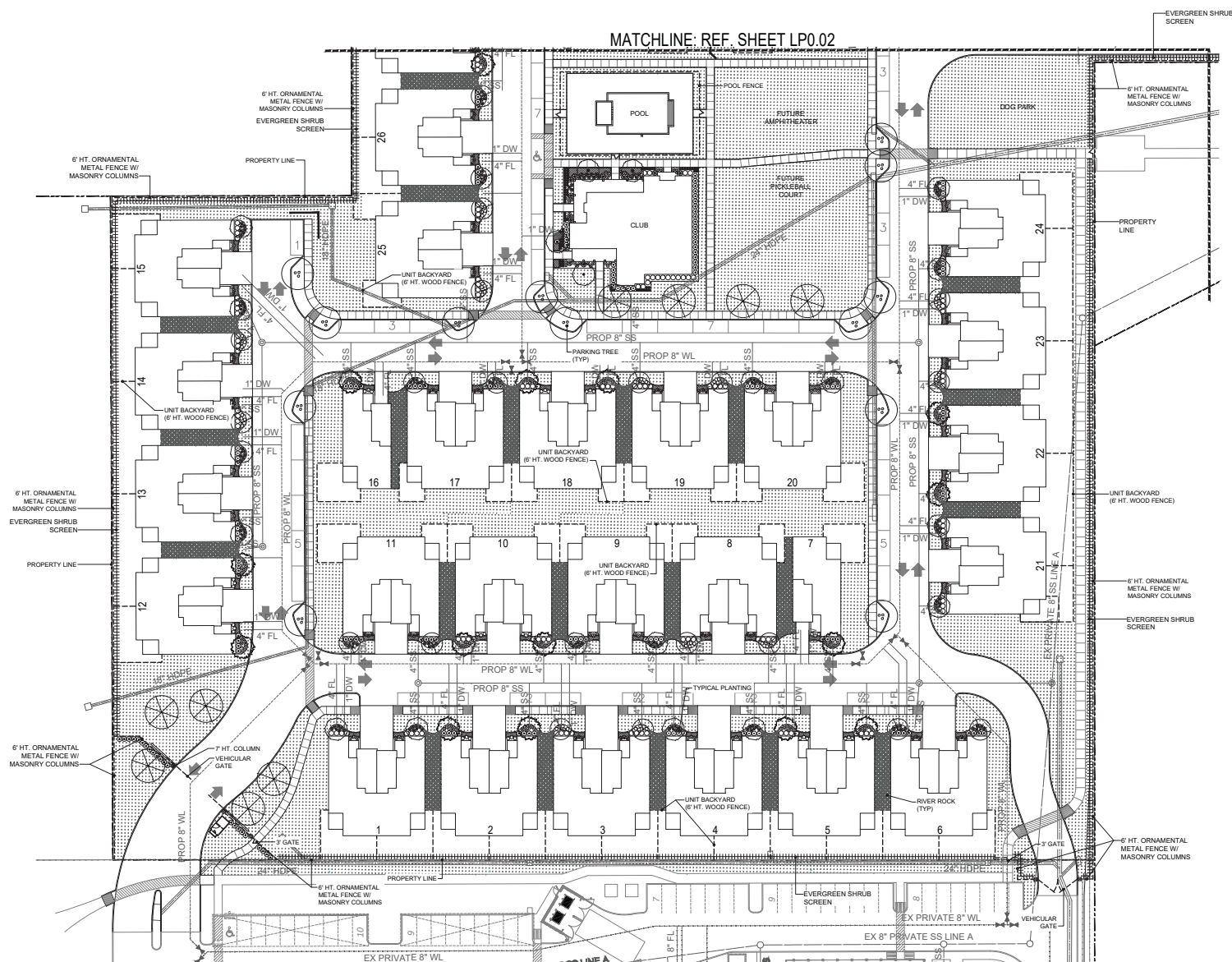
SITE PLAN SUBMITTAL

THE PRESERVE AT
SPRING CREEK
GARLAND, TEXAS
JOB NUMBER: JAMP2021

OVERALL LANDSCAPE PLAN

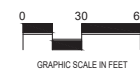
LP0.00

EXHIBIT D



① LANDSCAPE PLAN

SCALE: 1"=30'-0"



ISSUES:

① 10-24-22 SITE PLAN SUBMITTAL

○ _____

○ _____

REVISIONS:

▲ 12-28-22 PER CITY COMMENTS

▲ 01-11-23 PER CITY COMMENTS

▲ 02-15-23 PER CITY COMMENTS

▲ 03-15-23 PER CITY COMMENTS

▲ _____

▲ _____

▲ _____

▲ _____

CLIENT:
JAMP Enterprises LLC
14114 N. Dallas Parkway
Suite 265
Dallas, TX 75254

THE PRESERVE AT SPRING CREEK
(PHASE II)
GARLAND, TEXAS

CASE NO: 221103-2



MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

**SITE PLAN
SUBMITTAL**

THE PRESERVE AT SPRING CREEK

GARLAND, TEXAS

JOB NUMBER: JAM-2101

LANDSCAPE PLAN

LP0.01

[illegible]

MEEKS DESIGN GROUP, INC.
BRANDON BOOHER
1755 NORTH COLLINS BLVD, STE 300
RICHARDSON, TX 75080
(972) 690-7474

JAMP ENTERPRISES, LLC
14114 N. DALLAS PARKWAY
SUITE 265
DALLAS, TX 75254

CLIENT:
JAMP Enterprises LLC
14114 N. Dallas Parkway
Suite 265
Dallas, TX 75254

THE PRESERVE AT SPRING CREEK
(PHASE II)
GARLAND, TEXAS

CASE NO: 221103-2



mcb
landscape
architects
MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 3
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

**SITE PLAN
SUBMITTAL**

THE PRESERVE AT
SPRING CREEK

THE PRESERVE AT
SPRING CREEK

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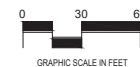
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LANDSCAPE PLAN

LP0.02

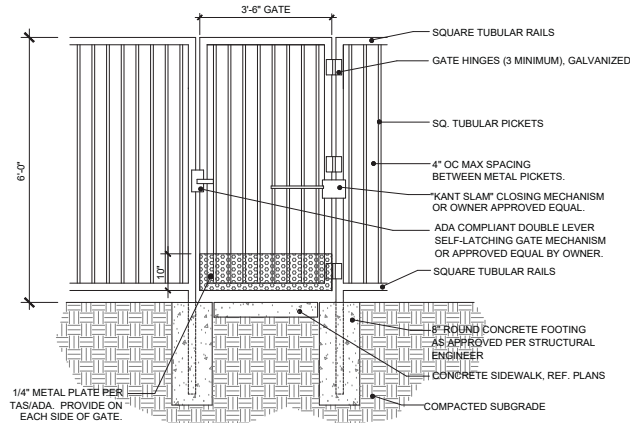
① LANDSCAPE PLAN

SCALE: 1"=30'-0"



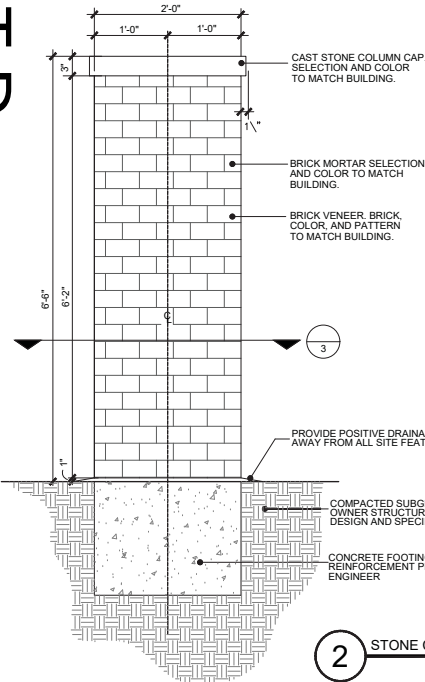
GRAPHIC SCALE IN FEET

EXHIBIT D

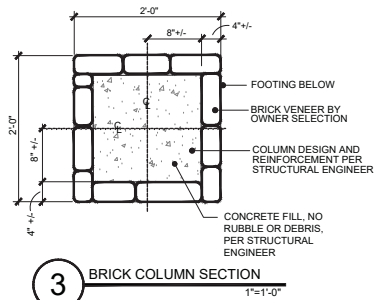


6' HT. METAL GATE DETAIL
SCALE: 3/4"=1'-0"

NOTE: GATE TO HAVE MAX. SLB. PRESSURE OPENING REQUIREMENT
& 3 SECOND RETURN TIME (FROM 70° OPENING ANGLE)



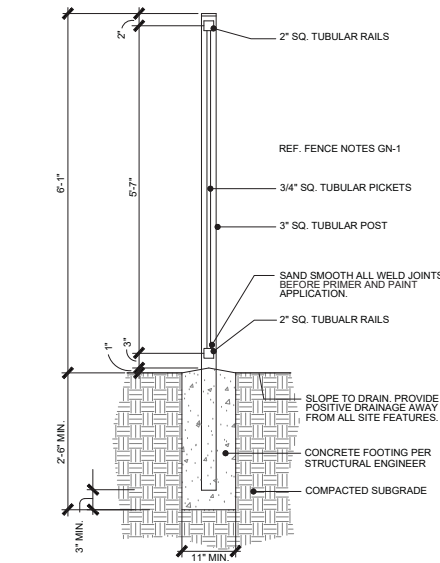
STONE COLUMN ELEVATION
SCALE: 1"=1'-0"



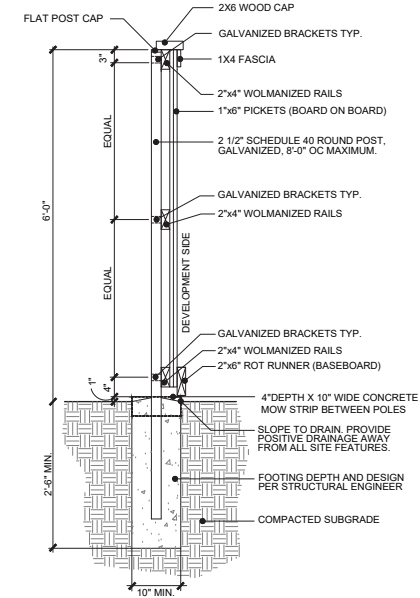
BRICK COLUMN SECTION
SCALE: 1"=1'-0"

STRUCTURAL ENGINEERING REQUIREMENTS
AND DESIGN FOR ALL DETAILS, SHALL BE
PROVIDED BY OWNER'S STRUCTURAL
ENGINEER OR PROVIDED BY PARTICULAR
TRADES' STRUCTURAL ENGINEER, WITH
SEALED STRUCTURAL ENGINEERING
DRAWINGS SUBMITTED FOR REVIEW.

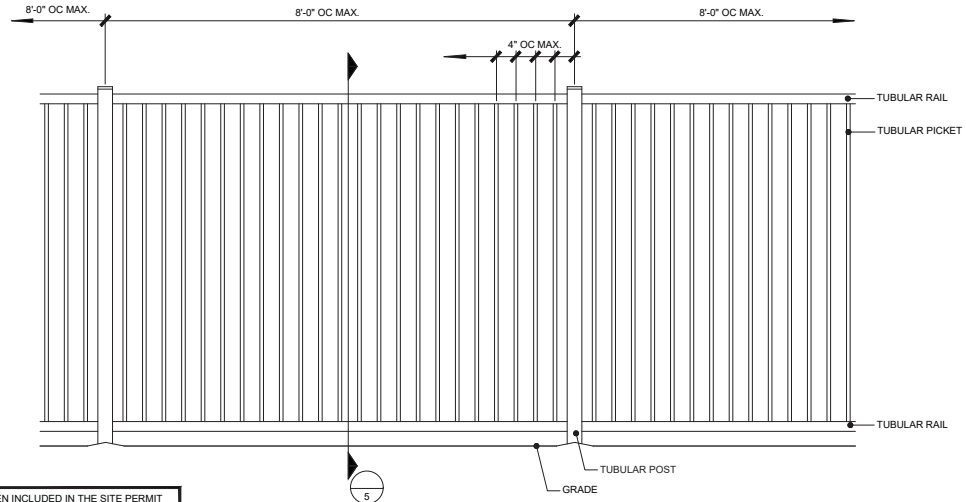
THIS PLAN SHEET HAS BEEN INCLUDED IN THE SITE PERMIT
CONSTRUCTION PLANS INFORMATIONAL PURPOSES ONLY.
PRIOR TO CONSTRUCTION, A SEPARATE SUBMITTAL, REVIEW
AND PERMIT MAY BE REQUIRED FROM THE BUILDING
INSPECTION DEPARTMENT. CONTACT THE BUILDING
INSPECTION DEPARTMENT AT 972-205-2300 FOR ADDITIONAL
INFORMATION AND REQUIREMENTS.



6'-0" HT. METAL PERIMETER FENCE SECTION
SCALE: 1"=1'-0"



6' HT. WOOD FENCE (UNIT BACKYARDS)
SCALE: 1"=1'-0"



6'-0" HT. METAL PERIMETER FENCE ELEVATION
SCALE: 1"=1'-0"

ISSUES:	
10-24-22	SITE PLAN SUBMITTAL
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS
03-15-23	PER CITY COMMENTS

CLIENT:	
JAMP Enterprises LLC	14114 N. Dallas Parkway
	Suite 285
	Dallas, TX 75254

THE PRESERVE AT SPRING CREEK
(PHASE II)
GARLAND, TEXAS

mg
landscape architects
MEEKS DESIGN GROUP, INC.
1765 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7476
F (972) 690-7678



**SITE PLAN
SUBMITTAL**

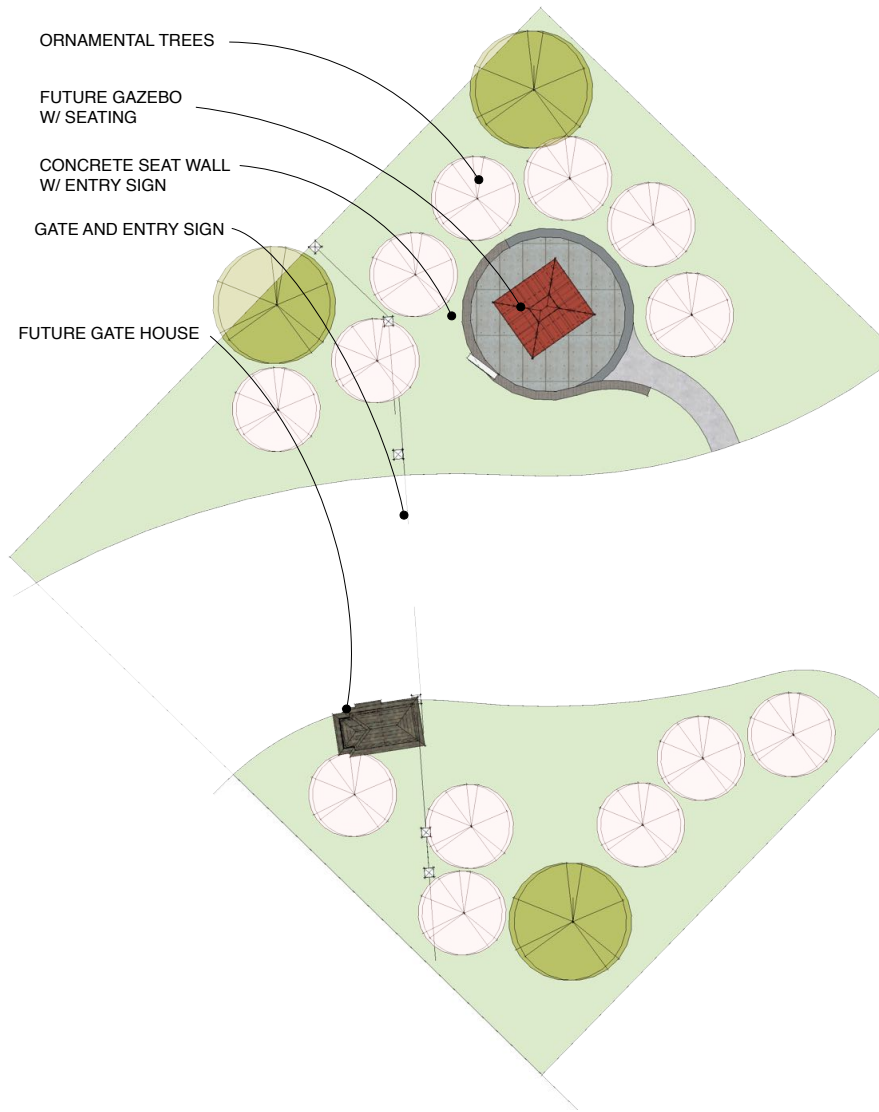
THE PRESERVE AT SPRING CREEK
GARLAND, TEXAS
JOB NUMBER: JAM-2021

DETAILS

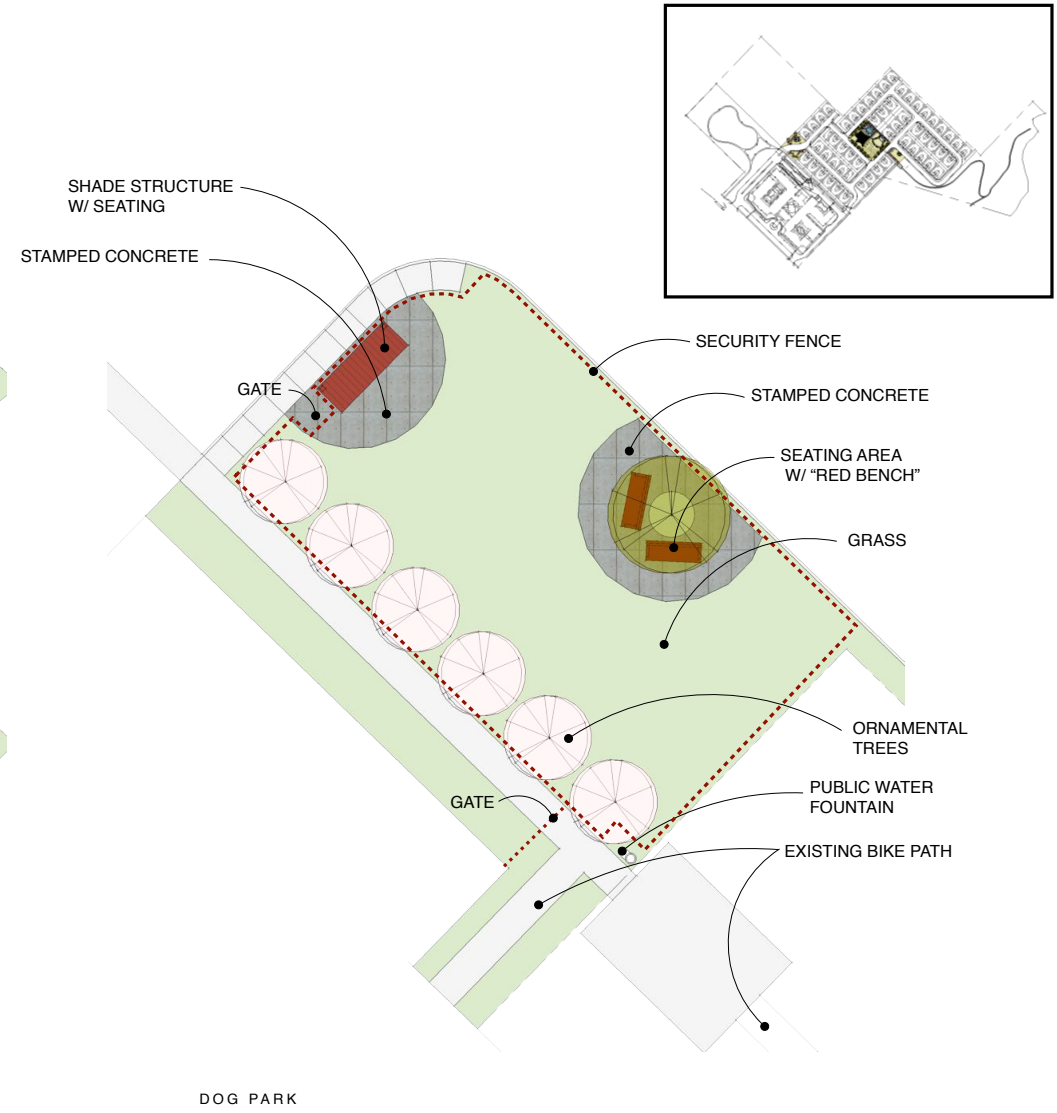
LP0.03

CASE NO: 221103-2

EXHIBIT D



ENTRY PARK & SIGNAGE



DOG PARK

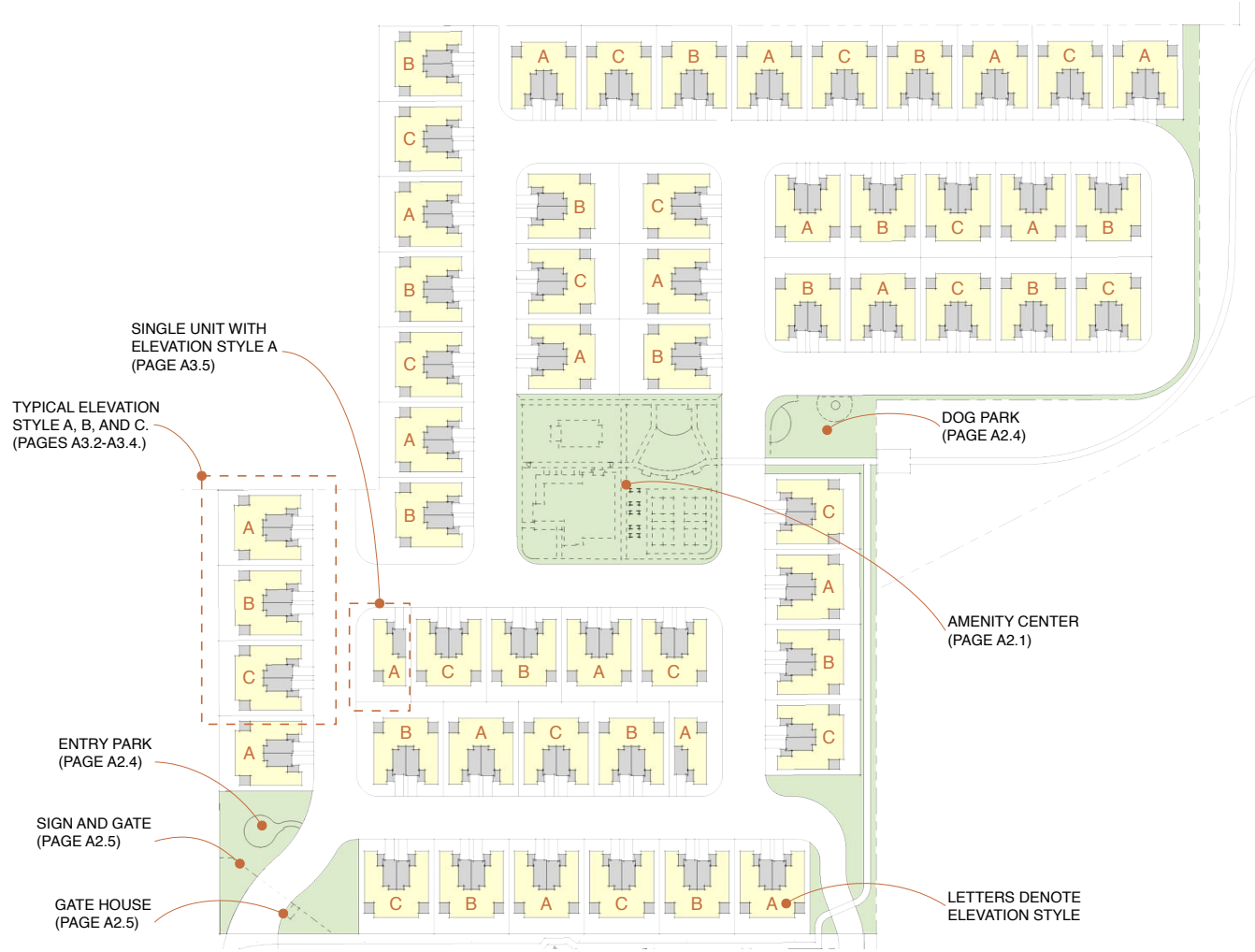
SCHEMATIC CONCEPT | SECONDARY AMENITY AREAS



JD-A JOB NUMBER: 21048
DATE: 02.14.2023

A2.4

EXHIBIT D



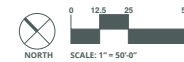
PROGRESS SET



THE PRESERVE AT SPRING CREEK COTTAGES
CITY OF GARLAND, TEXAS
CASE NUMBER: 221103-2

© 2024 - 2027 JEFFREY DUMURE + ASSOCIATES ARCHITECTS PLANNERS, INC.

SCHEMATIC SITE | PRE PLOT PLAN

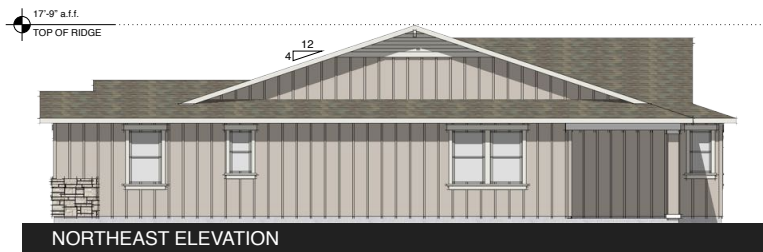
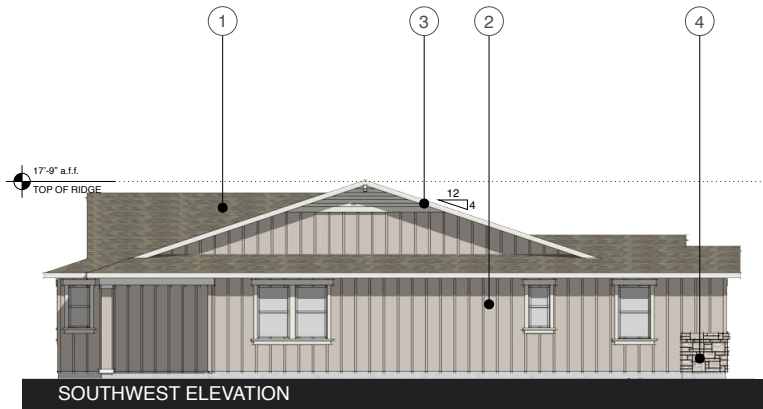


5905 GRANITE LAKE DRIVE | SUITE 140 | GRANITE BAY | CALIFORNIA 95746 | 916.785.2700 | WWW.JDAARCH.COM



JD+A JOB NUMBER: 21048
DATE: 02.14.2023

A1.4



SOUTHEAST ELEVATION

MATERIAL	SQ. FT	PERCENTAGE
DOOR + WINDOW	206	38%
SIDING	341.38	62%
TOTAL	547.38	100%

SHEET NOTES

PLAN PER UNIT

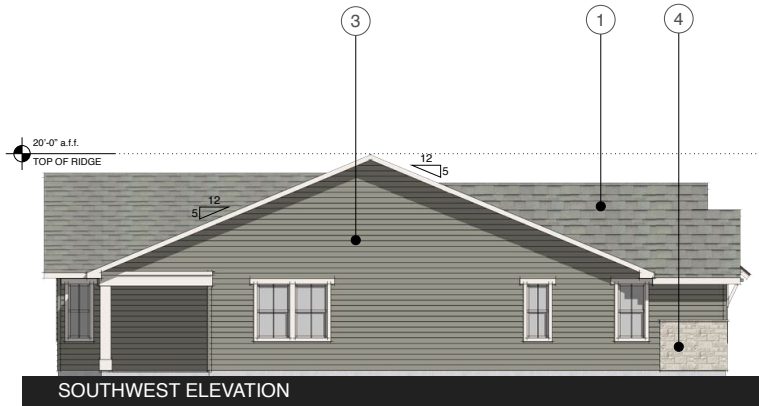
SQUARE FOOTAGE	=	1,245 SF
STORIES	=	1
BEDROOMS	=	2
BATHROOMS	=	2

MATERIALS

- 1 COMPOSITION ROOF
CERTANTEED (or equivalent)
LANDMARK SOLARIS | WEATHERED WOOD
- 2 SIDING + TRIM
JAMES-HARDIE (or equivalent)
VERTICAL SIDING | BOARD + BATTEN
2" BATTEN, 16" O.C.
- 3 SIDING + TRIM
JAMES-HARDIE (or equivalent)
HORIZONTAL SIDING | LAP | 4" EXPOSURE
- 4 STONE VENEER
CORONADO STONE | FREEDOM BUILDING
ALAMO SANDS
- 4 DECORATIVE CORBEL

ARCHITECTURAL DESIGN ELEMENTS

- A MIN. 8:12 PITCH
- B FRONT PORCH: 40 S.F. MIN.
- C DIVIDED LIGHT WINDOWS
- D SPLIT GARAGE DOORS FOR EACH BAY



SOUTHEAST ELEVATION

MATERIAL	SQ. FT	PERCENTAGE
DOOR + WINDOW	206	33%
SIDING	427.1	67%
TOTAL	633.1	100%

SHEET NOTES

PLAN PER UNIT

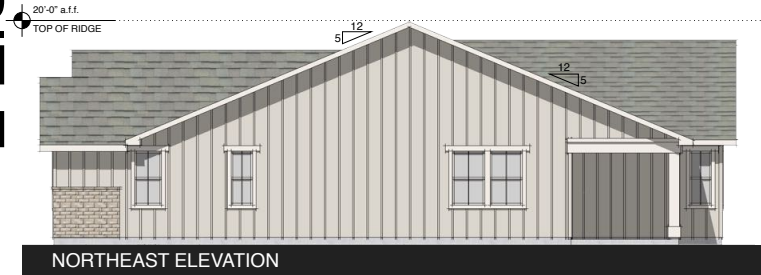
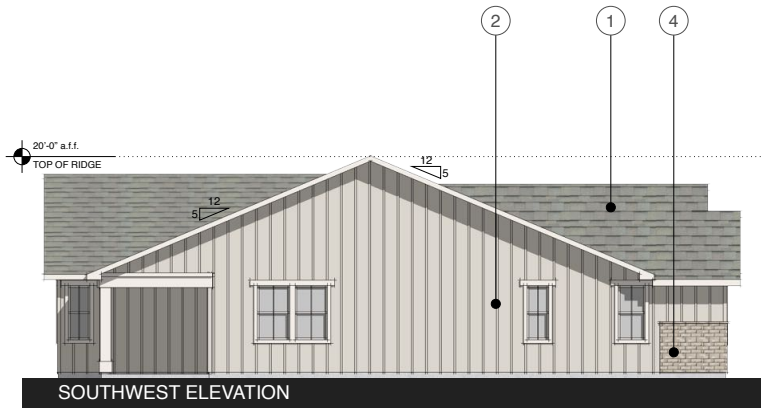
SQUARE FOOTAGE	=	1,245 SF
STORIES	=	1
BEDROOMS	=	2
BATHROOMS	=	2

MATERIALS

- 1 COMPOSITION ROOF
CERTANTEED (or equivalent)
LANDMARK SOLARIS | AGED CEDAR
- 2 METAL ROOF
STANDING SEAM
- 3 SIDING + TRIM
JAMES HARDIE (or equivalent)
HORIZONTAL SIDING | LAP | 6" EXPOSURE
- 4 STONE VENEER
CORONADO STONE | FREEDOM BUILDING
ALAMO SANDS
- 5 DECORATIVE LOUVER

ARCHITECTURAL DESIGN ELEMENTS

- A MIN. 8:12 PITCH
- B FRONT PORCH: 40 S.F. MIN.
- C DIVIDED LIGHT WINDOWS
- D SPLIT GARAGE DOORS FOR EACH BAY



SOUTHEAST ELEVATION

MATERIAL	SQ. FT	PERCENTAGE
DOOR + WINDOW	206	33%
SIDING	427.1	67%
TOTAL	633.1	100%

SHEET NOTES

PLAN PER UNIT

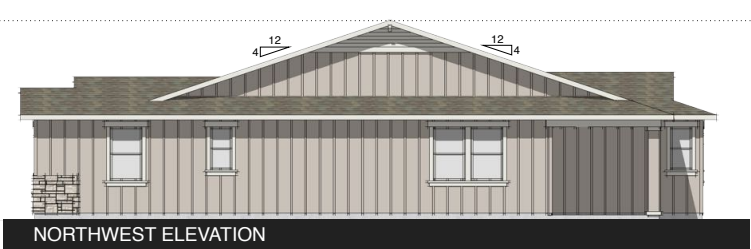
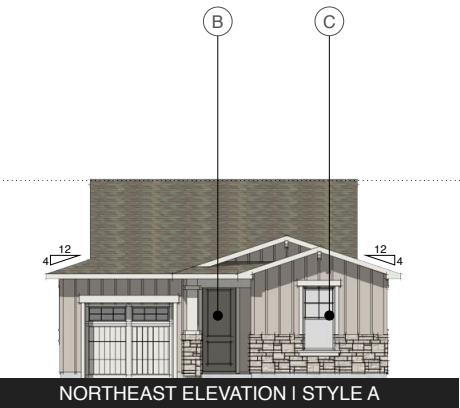
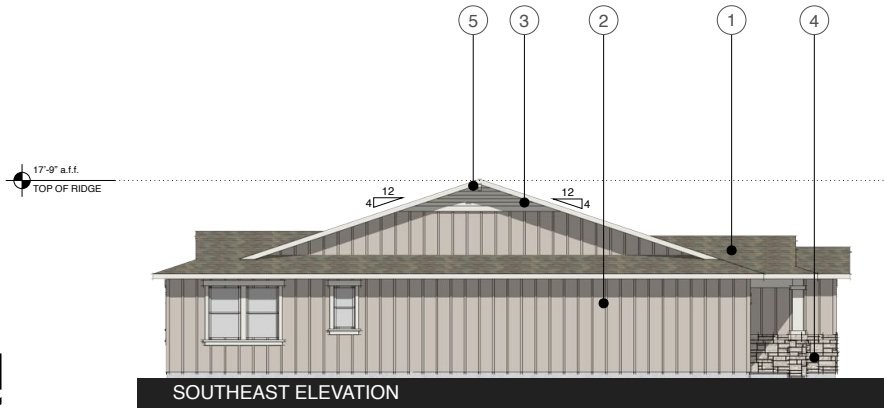
SQUARE FOOTAGE	=	1,245 SF
STORIES	=	1
BEDROOMS	=	2
BATHROOMS	=	2

MATERIALS

- 1 COMPOSITION ROOF
CERTANTEED (or equivalent)
LANDMARK SOLARIS | AGED CEDAR
- 2 SIDING + TRIM
JAMES HARDIE (or equivalent)
VERTICAL SIDING
BOARD + BATTEN | 2" BATTEN, 16" O.C.
- 3 GABLE DETAIL
JAMES HARDIE (or equivalent)
BOARD + BATTEN | 1.5" BATTEN, 4" O.C.
- 4 STONE VENEER
CORONADO STONE | SAND MOLD BRICKS
COTTONWOOD

ARCHITECTURAL DESIGN ELEMENTS

- A MIN. 8:12 PITCH
- B FRONT PORCH: 40 S.F. MIN.
- C DIVIDED LIGHT WINDOWS
- D SPLIT GARAGE DOORS FOR EACH BAY



NORTHEAST ELEVATION

MATERIAL	SQ. FT	PERCENTAGE
DOOR + WINDOW	103	38%
SIDING	170.69	62%
TOTAL	273.69	100%

SHEET NOTES

PLAN PER UNIT

SQUARE FOOTAGE	=	1,245 SF
STORIES	=	1
BEDROOMS	=	2
BATHROOMS	=	2

MATERIALS

- 1 COMPOSITION ROOF
CERTANTEED (or equivalent)
LANDMARK SOLARIS | WEATHERED WOOD
- 2 SIDING + TRIM
JAMES HARDIE (or equivalent)
VERTICAL SIDING | BOARD + BATTEN
2" BATTEN, 16" O.C.
- 3 SIDING + TRIM
JAMES HARDIE (or equivalent)
HORIZONTAL SIDING | LAP | 4" EXPOSURE
- 4 STONE VENEER
CORONADO STONE | FREEDOM BUILDING
ALAMO SANDS
- 5 DECORATIVE CORBEL

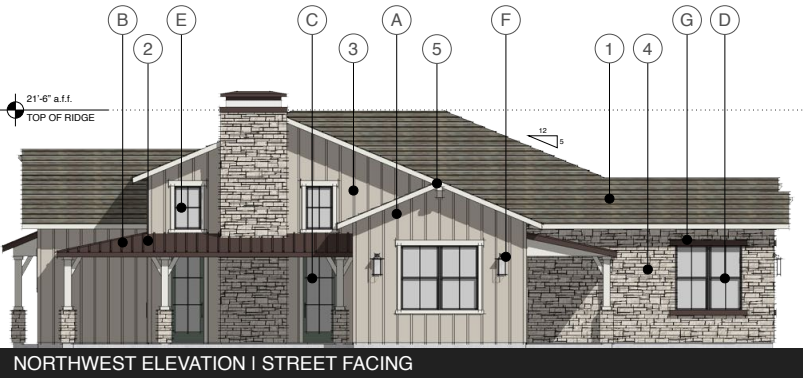
ARCHITECTURAL DESIGN ELEMENTS

- A MIN. 8:12 PITCH
- B FRONT PORCH: 40 S.F. MIN.
- C DIVIDED LIGHT WINDOWS
- D SPLIT GARAGE DOORS FOR EACH BAY

SHEET NOTES

- MATERIALS**
- 1 COMPOSITION ROOF
CERTANTEED (or equivalent)
LANDMARK SOLARIS | WEATHERED WOOD
 - 2 METAL ROOF
CERTANTEED (or equivalent)
LANDMARK SOLARIS | WEATHERED WOOD
 - 3 SIDING + TRIM
JAMES HARDIE (or equivalent)
VERTICAL SIDING | BOARD + BATTEN
2" BATTEN, 16" O.C.
 - 4 STONE VENEER
CORONADO STONE | FREEDOM BUILDING
ALAMO SANDS
 - 5 DECORATIVE CORBEL

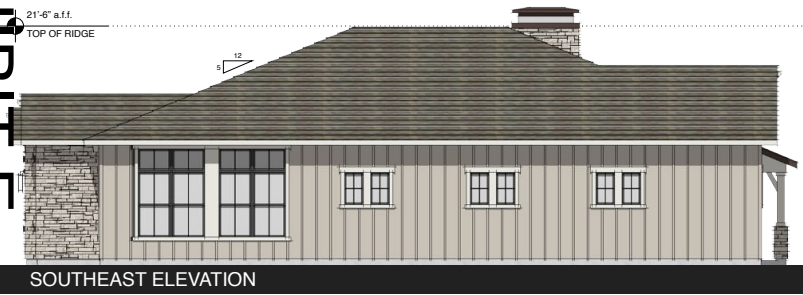
- ARCHITECTURAL DESIGN ELEMENTS**
- A VARIED ROOF HEIGHTS
 - B AWNING/CANOPY
 - C ALCOVES
 - D DIVIDED LIGHT WINDOWS
 - E TRANSOMS
 - F DISTINCTIVE LIGHTING
 - G ORNAMENTAL WINDOW HEADERS AND LINTELS



NORTHWEST ELEVATION | STREET FACING



SOUTHWEST ELEVATION | STREET FACING (MAIN ENTRY)



SOUTHEAST ELEVATION



NORTHEAST ELEVATION

NORTHWEST ELEVATION

MATERIAL	SQ.FT	PERCENTAGE
BORAD + BATTEN	467.21	48%
STONE VENEER	350.78	36%
DOOR + WINDOW	154	16%
TOTAL	971.98	100%

SOUTHEAST ELEVATION

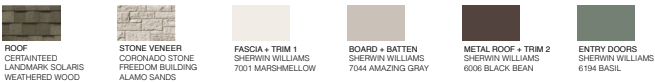
MATERIAL	SQ.FT	PERCENTAGE
BORAD + BATTEN	562.89	72%
STONE VENEER	88.44	11%
DOOR + WINDOW	132.22	17%
TOTAL	783.55	100%

SOUTHWEST ELEVATION

MATERIAL	SQ.FT	PERCENTAGE
BORAD + BATTEN	427.08	46%
STONE VENEER	215.29	23%
DOOR + WINDOW	292.08	31%
TOTAL	934.45	100%

NORTHEAST ELEVATION

MATERIAL	SQ.FT	PERCENTAGE
BORAD + BATTEN	776.96	67%
STONE VENEER	41.82	4%
DOOR + WINDOW	334	29%
TOTAL	1152.78	100%

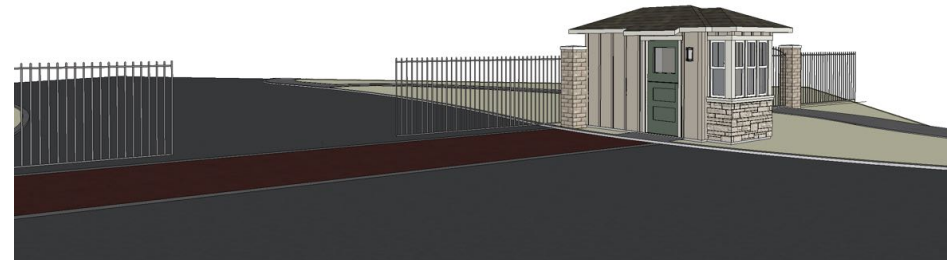
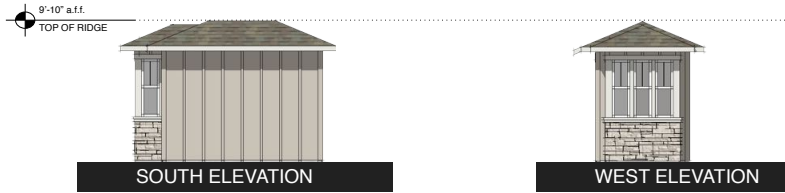


SCHEMATIC ELEVATIONS | CLUBHOUSE



JD+A JOB NUMBER: 21048
DATE: 02.14.2023

A2.3



REPORT & MINUTES

P.C. Meeting, April 10, 2023

4d. APPROVED Consideration of the application of **Jerry Handy**, requesting approval of an Amendment to Planned Development (PD) District 21-01 to allow an Elder Care – Independent Living Use based in the Multi-Family-0 (MF-0) District. This property is located at 2055 Arapaho Road. (District 7) (File Z 22-80 – Detail Plan)

Motion was made by Commissioner Dalton to close the public hearing and **approve** the application per staff recommendation. Seconded by Commissioner Rose. **Motion carried: 8 Ayes, 0 Nays.**

To date we have not received any responses for this case.



GARLAND
TEXAS MADE HERE

The applicant proposes 110 units for a senior independent living development. This is Phase 2 of the Preserve at Spring Creek Senior Living.

City Council Meeting

May 2, 2023

Z 22-80

CASE INFORMATION

Location: 2055 Arapaho Road

Applicant: Jerry Handy

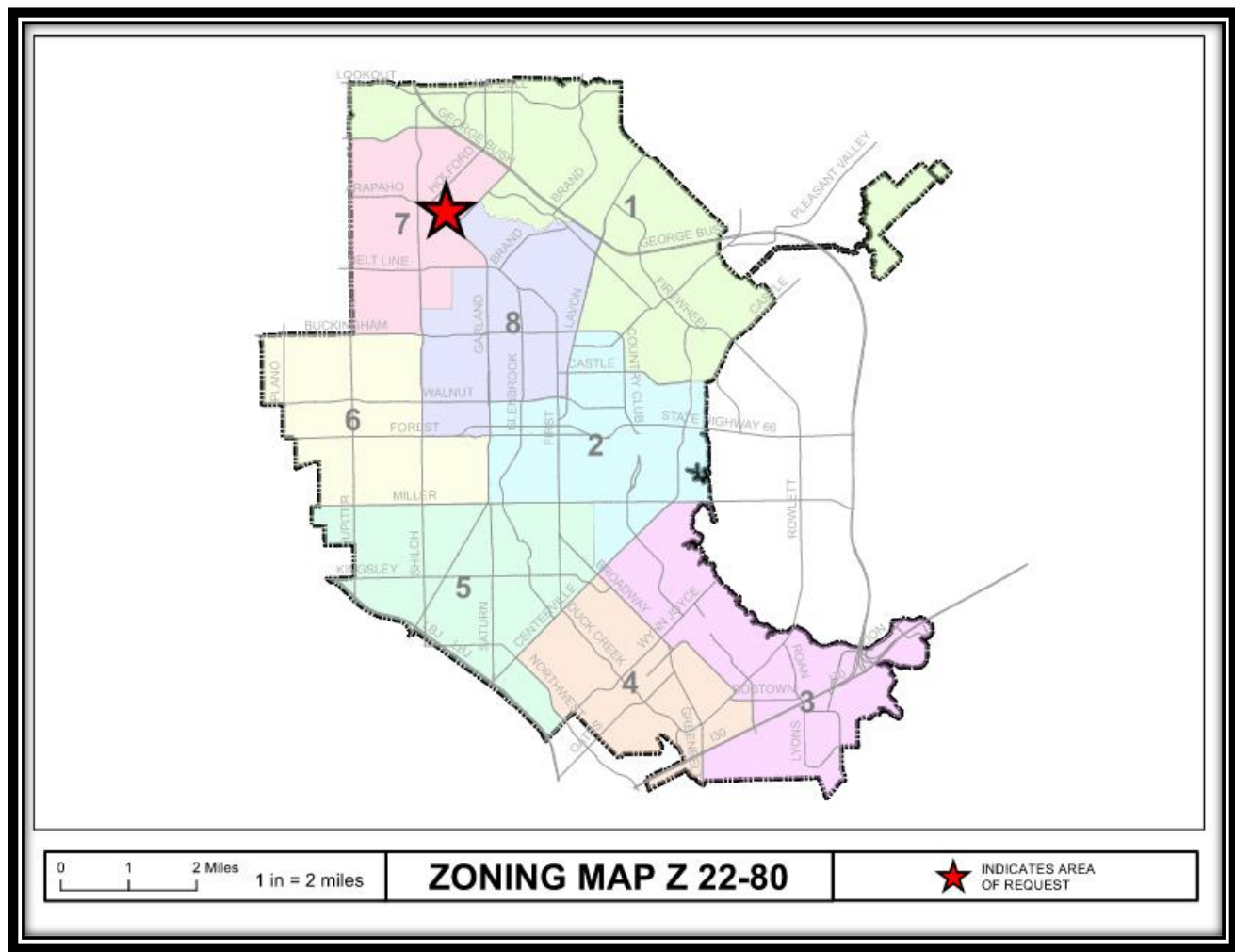
Owner: Spring Creek Senior Living, LLC.

Acreage: 12.8 acres

Zoning: Planned Development (PD) District 21-01



CITYWIDE LOCATION MAP

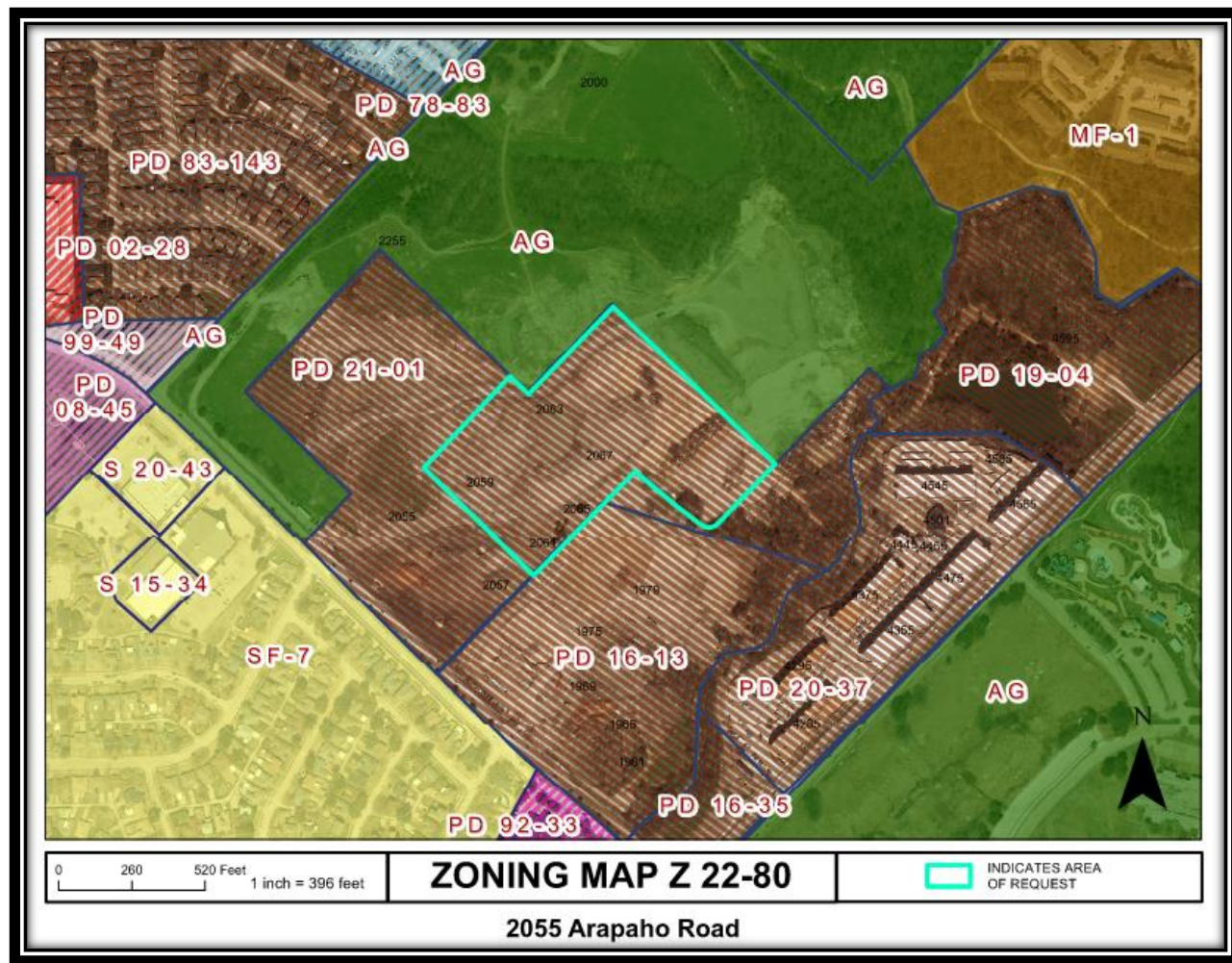


Z 22-80



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LOCATION MAP



Z 22-82



GARLAND
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COMPREHENSIVE PLAN



COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject site. Compact Neighborhoods provide areas for moderate increase in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

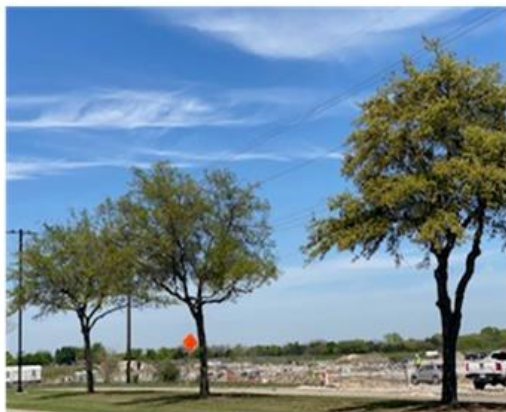
These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. The Compact Neighborhood development type is primarily characterized as moderate residential between six (6) and twelve (12) dwelling units per acre.

The applicant proposes the density to be 8.59 dwelling units per acre. Therefore, the proposed development is compatible with the Comprehensive Plan.



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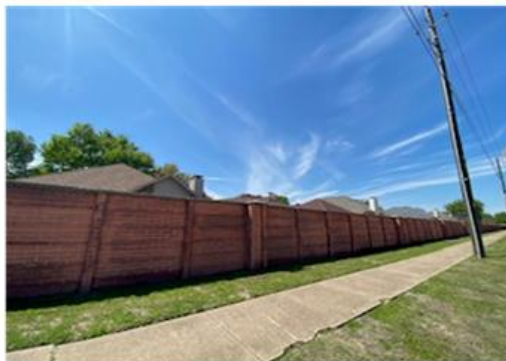
PHOTOS



View of the subject property



East of the subject property



South of the subject property



West of the subject property

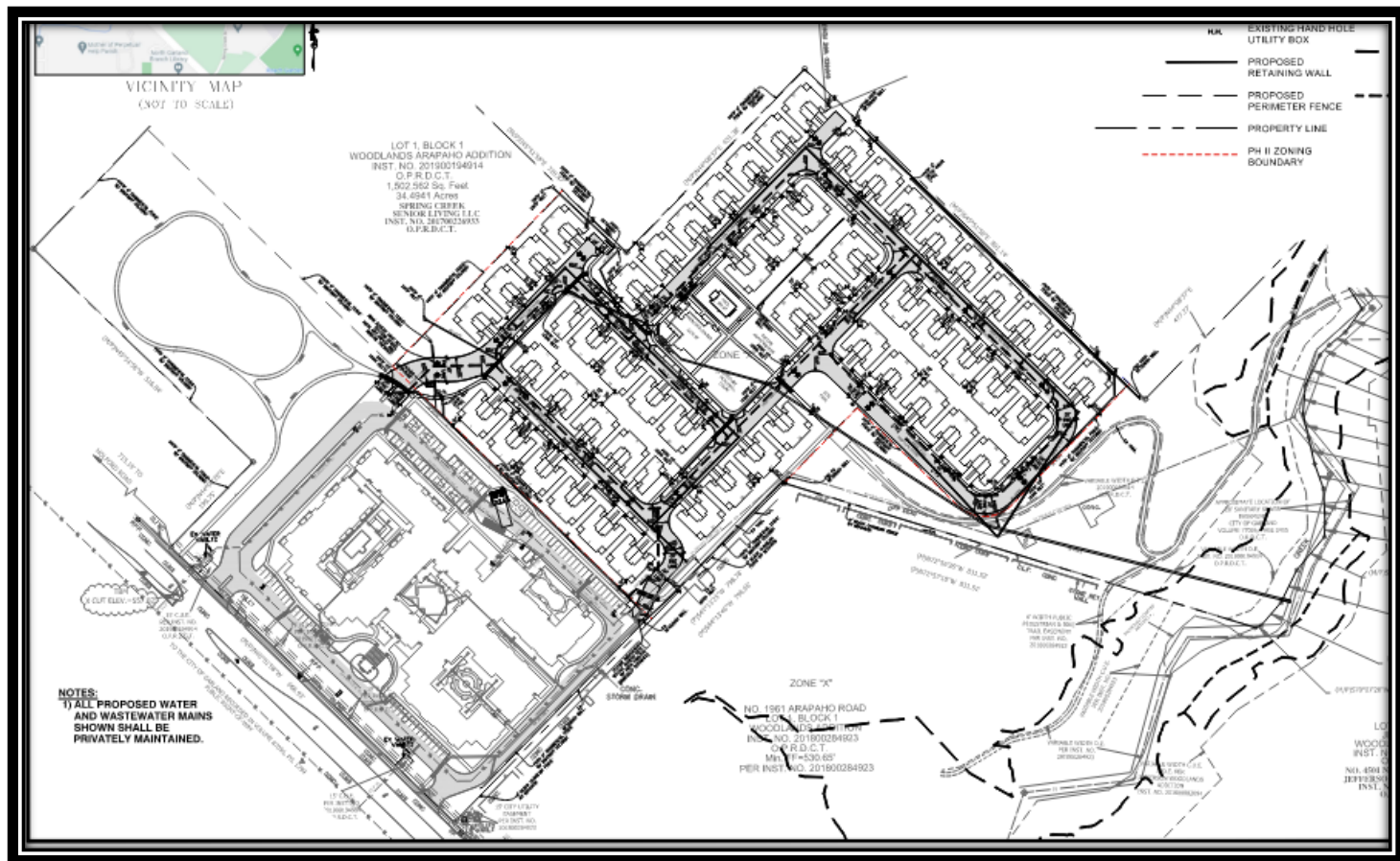
Z 22-80



GARLAND

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OVERALL SITE PLAN

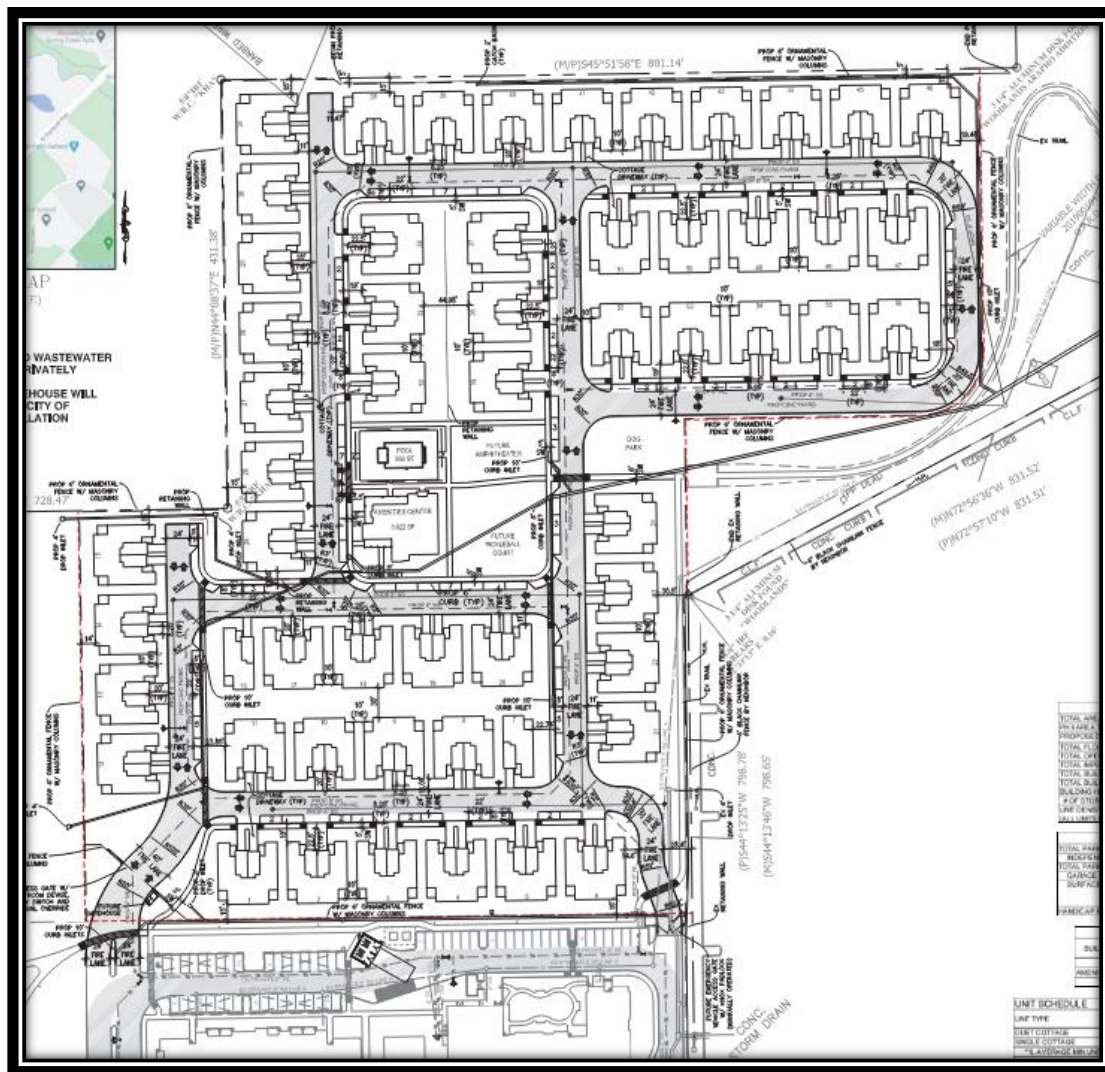


Z 22-80



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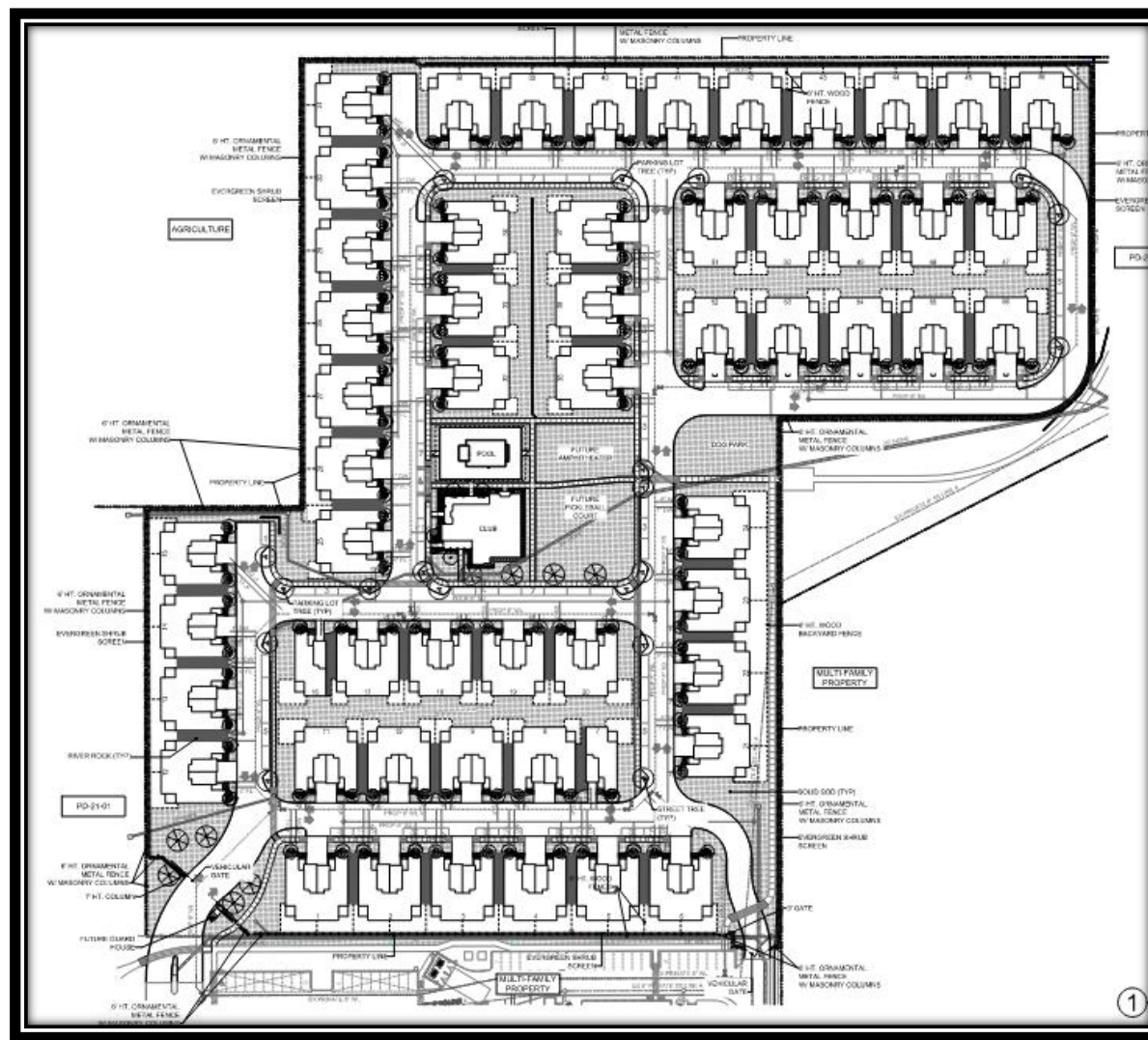
SITE PLAN – PHASE II



Z 22-80



Z 22-80

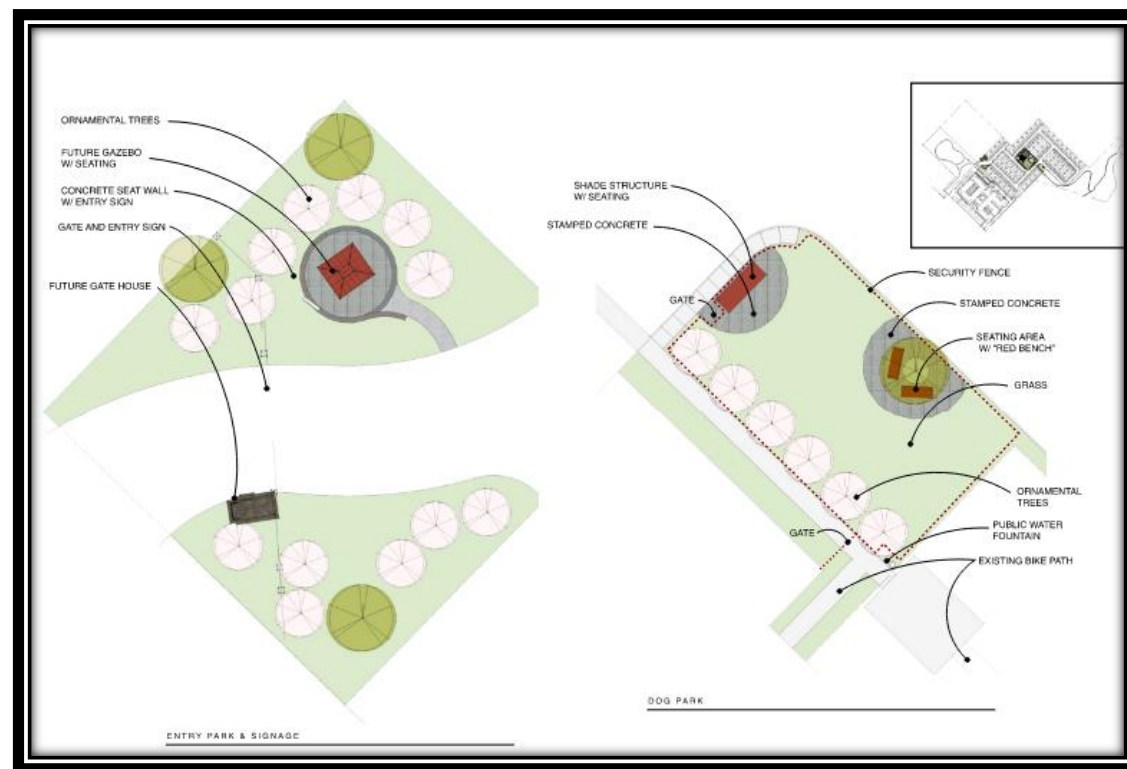
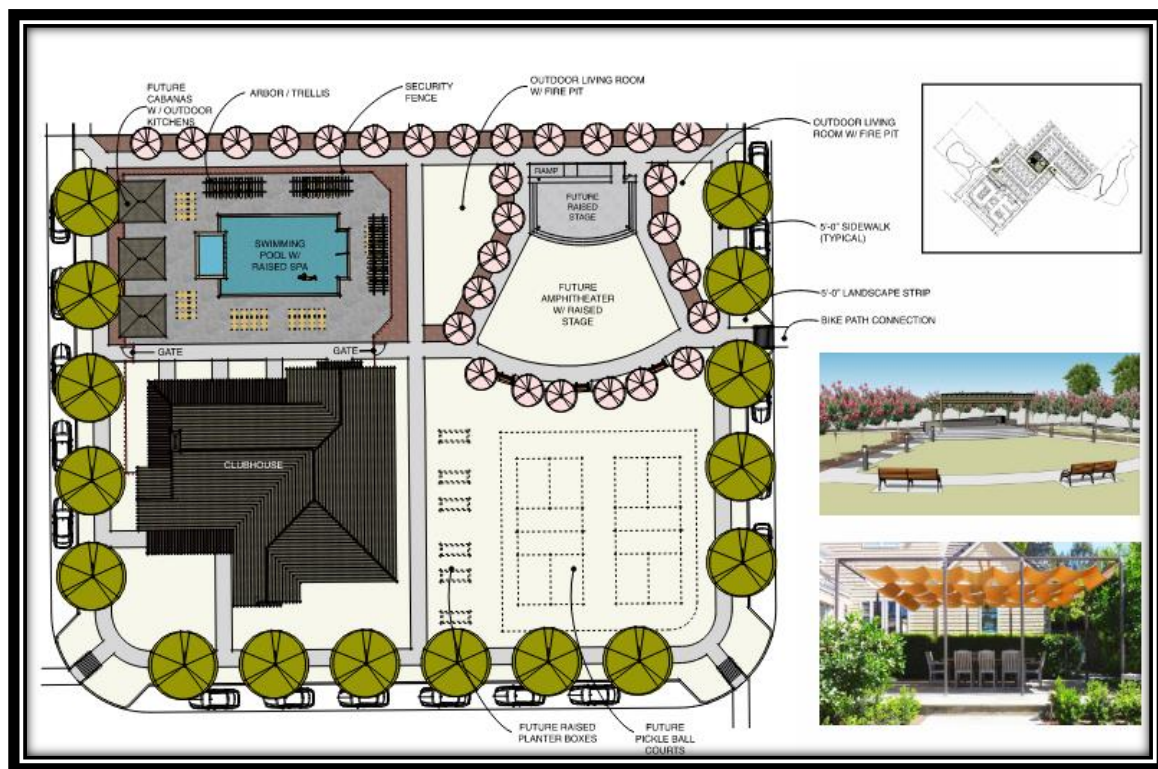




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AMENITIES



Z 22-80



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BUILDING ELEVATIONS



Z 22-80



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BUILDING ELEVATIONS



Z 22-80



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TEXAS MADE HERE

BUILDING ELEVATIONS

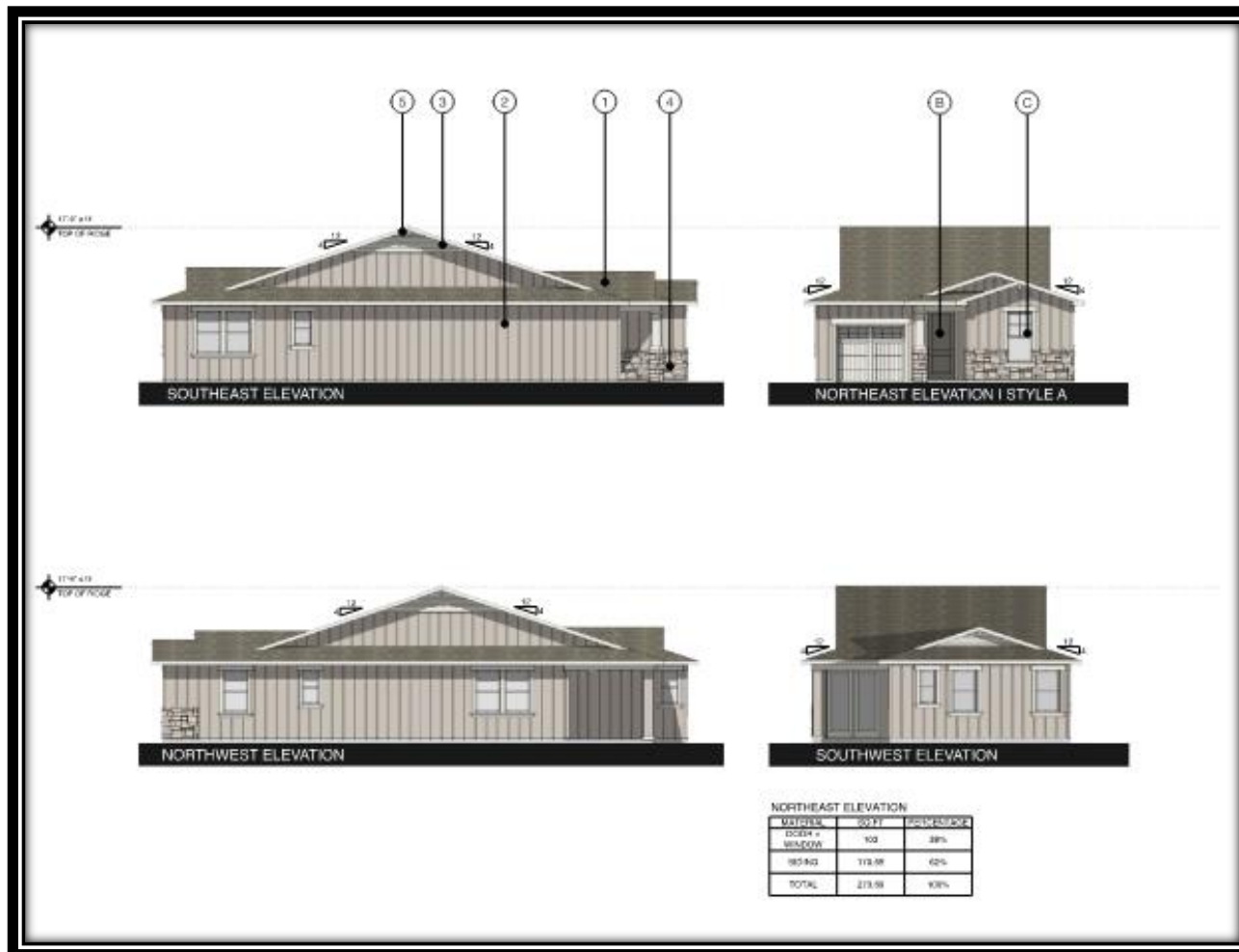


Z 22-80



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BUILDING ELEVATIONS

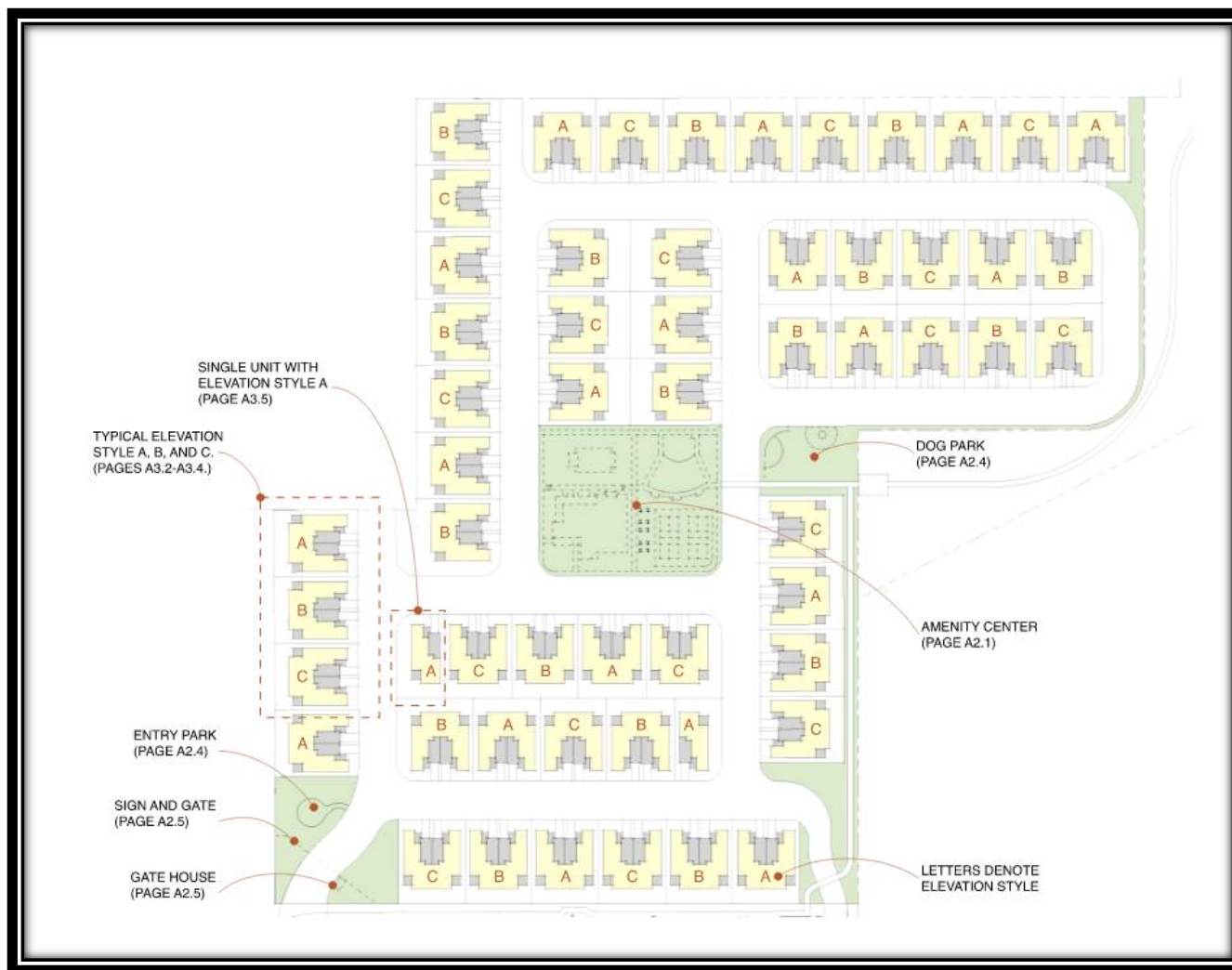


Z 22-80



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BUILDING LAYOUT

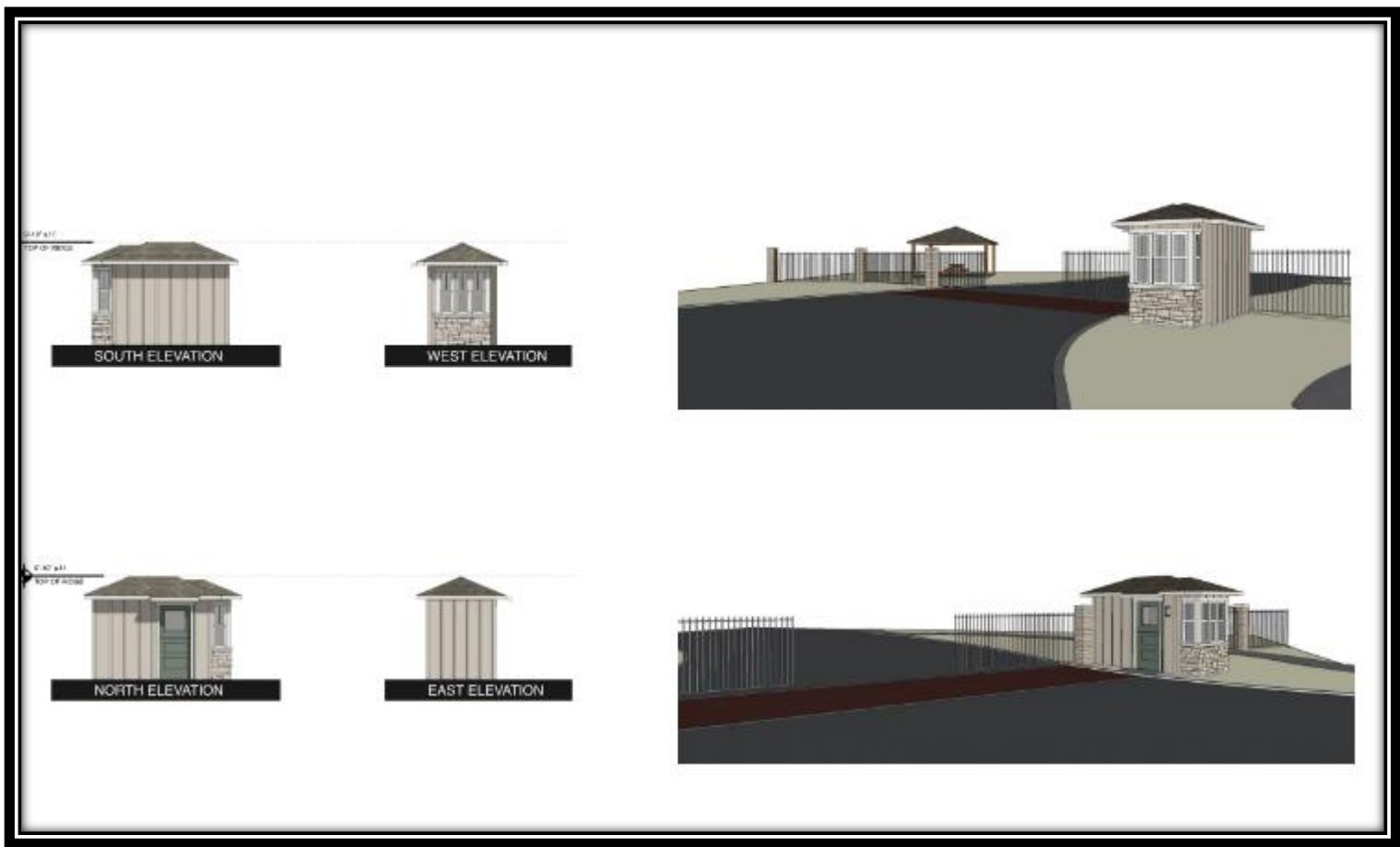


Z 22-80



GARLAND
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GUARD HOUSE ELEVATIONS



Z 22-80



CLUBHOUSE ELEVATIONS



DEVIATIONS

Development Standards	Required	Proposed	Analysis
Indoor Common Area	11,000 SF	3,622 SF Amenity Center	Phase II is being treated as a duplex and single-family configuration for senior residents rather than a traditional independent living. The amenity center consists of a sports pub, fitness room, shower rooms, leasing space, copy room and meeting room. In addition, provided is an outdoor swimming pool, a dog park and designated space for future pickleball court and future amphitheater. The applicant also states each home will have its own gathering space.
Building Placement	Single-story buildings not exceeding thirty (30) feet in height, must be set back a minimum of fifty (50) feet from the property line of an abutting residential district. This is a requirement specifically for Elder Care-Independent Living. Elder Care- Independent Living buildings must be a minimum of twenty (20) feet apart.	The applicant proposes a 15-ft rear setback adjacent to residential district. The applicant proposes ten (10) feet.	The applicant states the proposed development is a combination of low-density duplex and single-family detached style configuration, in one lot of record. The rear setback, not adjacent to a street, in a Two-Family (2F) District and Single-Family District, is ten (10) feet. This development will be in one (1) lot of record and the applicant proposes the new Multi-family-0 (MF-0) District base zoning. The Multi-Family-0 (MF-0) District allows the buildings to be ten (10) feet apart. In addition, the Multi-Family (MF) District requires a rear setback of twelve (12) feet, not adjacent to a street.



GARLAND
TEXAS MADE HERE

STAFF RECOMMENDATION

Approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care- Independent Living based in the Multi-Family-0 (MF-0) District.

Approval of a Detail Plan for Elder Care- Independent Living.

Z 22-80

PLAN COMMISSION RECOMMENDATION

On April 10, 2023 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of an Amendment to Planned Development (PD) District 21-01 to allow Elder Care- Independent Living based in the Multi-Family-0 (MF-0) District.

The Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Detail Plan for Elder Care-Independent Living.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

11. d.

Meeting Date: 05/02/2023

Item Title: Z 23-03 Wier & Associates, Inc. - Specific Use Provision (District 3)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

Approval of a Plan for a Financial Institution, Drive-Through Use.

LOCATION

3150 Broadway Boulevard

OWNER

GRAM Centerville Plaza, LLC

PLAN COMMISSION RECOMMENDATION

On April 10, 2022 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

The Plan Commission, by a vote of eight (8) to zero (0), also recommended approval of a Plan for a Financial Institution, Drive-Through Use.

In addition, the Plan Commission recommended an SUP time period of twenty-five (25) years, which aligns with the SUP Time Period Guide.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Financial Institution, Drive-Through Use on a property zoned Community Retail (CR) District.

Approval of a Plan for a Financial Institution, Drive-Through Use.

In addition, the City Council may consider following the SUP Time Period Guide's recommendation of twenty-five (25) to thirty (30) years.

BACKGROUND

The subject property has an approved SUP for a Restaurant, Drive-Through Service Use; however, the site was never developed. The applicant proposes to open a bank with a drive-through service. The GDC requires a Specific Use Provision for a Drive-Through Service in the Community Retail (CR) District.

SITE DATA

The 0.685-acre site is accessed from Broadway Boulevard and has approximately 131.25 feet of frontage along it.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Community (CR) District, with a previous SUP [S 08-53] for a Restaurant, Drive-Through Use which was not developed.

The Community Retail (CR) district is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low-density residential districts without significant buffering and screening features. An example of allowed use in a CR district is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a CR district must be focused onto the major thoroughfare network. Development in a CR district may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

1. The applicant proposes to construct a 3,710 square foot bank building with a 659 square-foot canopy covering three drive-through lanes and an escape lane.
2. The applicant has an off-site dumpster agreement located within 100' of the property.
3. The applicant is requesting approval of an indefinite duration of the Specific Use Provision. The indefinite duration was requested, as Frost Bank will be purchasing the property. The SUP Time Period Guide recommends twenty-five (25) to thirty (30) years for a Drive-Through Bank/ATM.
4. The hours of operation will be 9:00 am to 5:00 pm Monday through Friday and 9:00 am to 1:00 pm on Saturday.
5. The site layout (Exhibit C) for the proposed Frost Bank site complies with the Garland Development Code (GDC).
6. The landscape layout (Exhibit D) for the proposed Frost Bank site complies with the Garland Development Code (GDC).
7. The building elevations (Exhibit E) for the proposed Frost Bank comply with the Garland Development Code (GDC).

8. The applicant is not requesting any signage deviations with this request.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site. Neighborhood centers provide a mix of retail, services and community gathering places. This center should be appropriately scaled to adjacent residential areas. This type of center is predominantly, but not exclusively, non-residential. Neighborhood centers are served by local roads and transit routes.

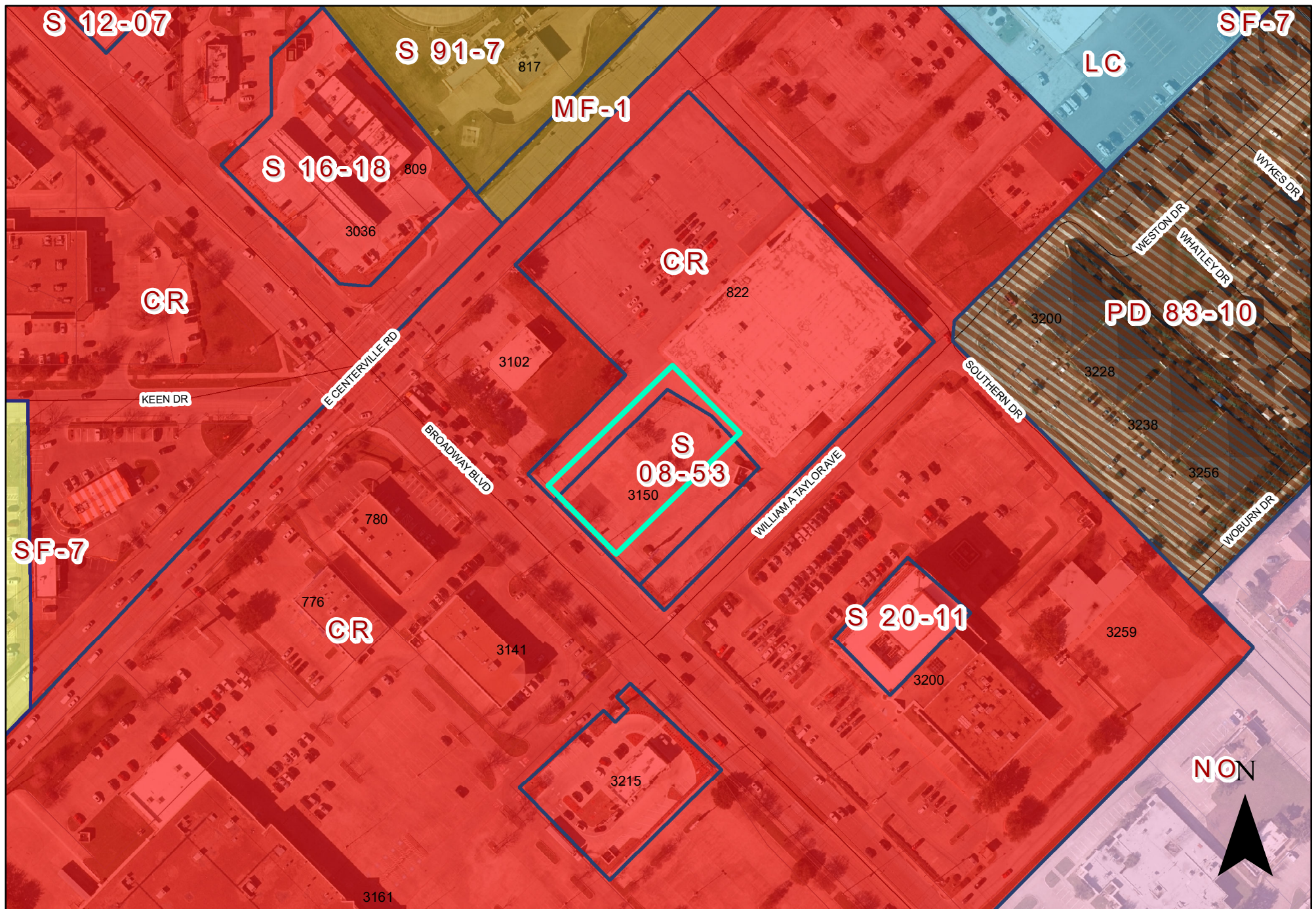
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties surrounding the site are all zoned Community Retail (CR) District as well. These properties include retail stores, medical offices, general office space, personal services, restaurants with and without drive-through service, and a convenience store with fuel pumps.

The proposed use is generally compatible with the surrounding area.

Attachments

Z 23-03 Location Map
Z 23-03 Exhibit B
Z 23-03 R&M Specific Use Provision
Z 23-03 Responses
Z 23-03 Staff Presentation



0 110 220 Feet
1 inch = 168 feet

ZONING MAP Z 23-03

 INDICATES AREA OF REQUEST

3150 Broadway Boulevard

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 23-03

3150 Broadway Boulevard

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

IV. Development Plans:

Site Layout: The site shall be in general conformance with the approved Site Plan, Landscape Plan, and Elevations labeled Exhibit C, Exhibit D, and Exhibit E. In the event of conflict between the conditions and the site plan, the written conditions listed below are to apply.

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

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;

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

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

VI. Specific Regulations:

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

REPORT & MINUTES

P.C. Meeting, April 10, 2023

4e. APPROVED Consideration of the application of **Wier & Associates, INC.**, requesting approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District. This property is located at 3150 Broadway Boulevard. (District 3) (File Z 23-03 – Specific Use Provision)

Representing the applicant, with the civil engineer Wier & Associates, Pria Acharia, remained available for questions.

Motion was made by Commissioner Williams to **approve** the application. Seconded by Commissioner Paris.

Commissioner Jenkins requested that the motion be amended approving the application with the Specific Use Provision being for 25-30 year period.

Commissioner Paris requested that the Specific Use Provision be for a 25-year period as recommended by staff.

Motion was made by Commissioner Williams to amend the motion and **approve** the application with the Specific Use Provision for a 25-year period. Seconded by Commissioner Paris. **Motion carried: 8 Ayes, 0 Nays.**

To date we have not received any responses for this case.



GARLAND
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The applicant requests approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

City Council Meeting

May 2, 2023

Z 23-03

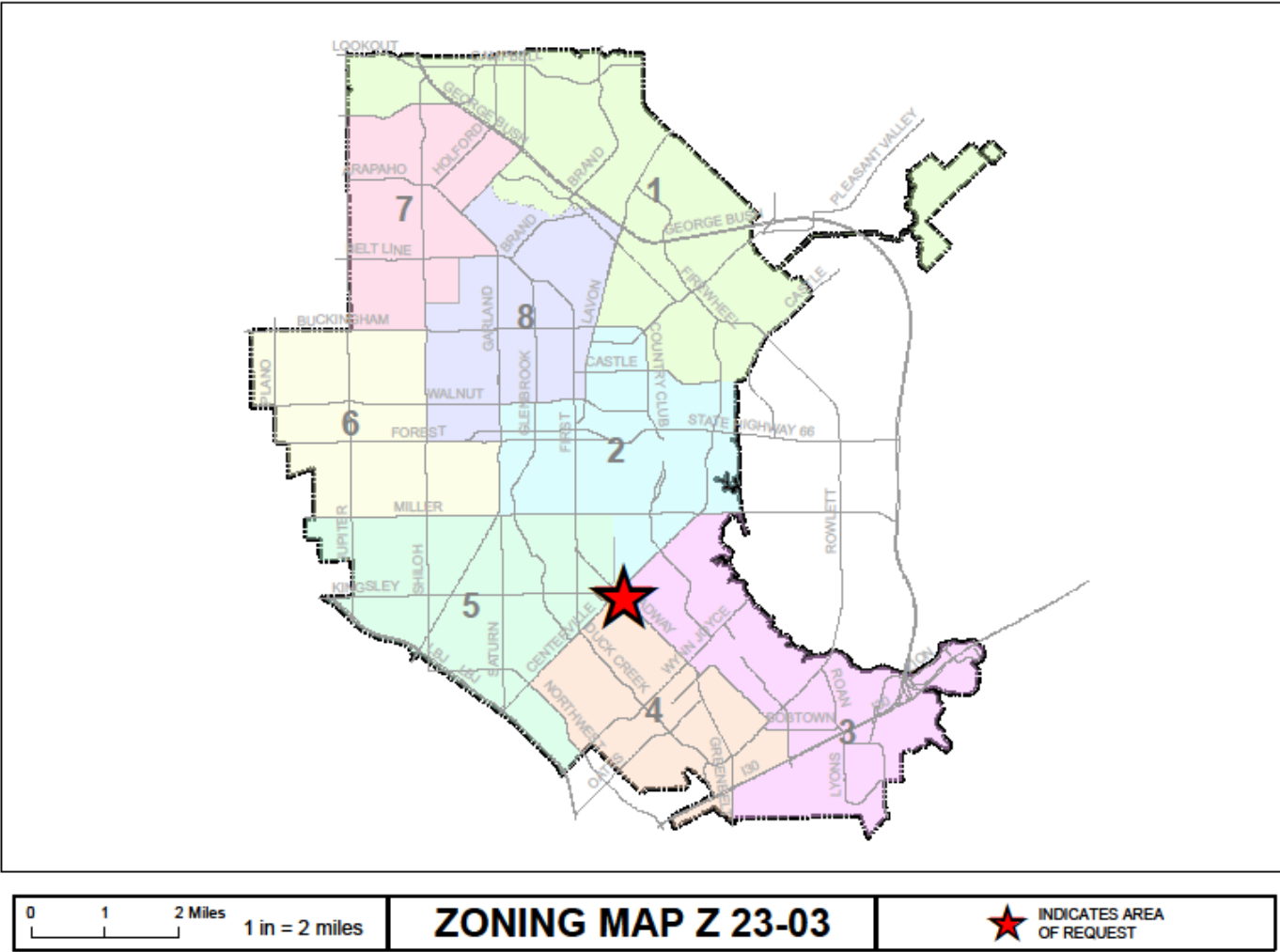
CASE INFORMATION

Location:	3150 Broadway Boulevard
Applicant:	Wier & Associates
Owner:	GRAM Centerville Plaza, LLC
Acreage:	0.685 acres
Zoning:	Community Retail (CR) District



GARLAND
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CITYWIDE LOCATION MAP

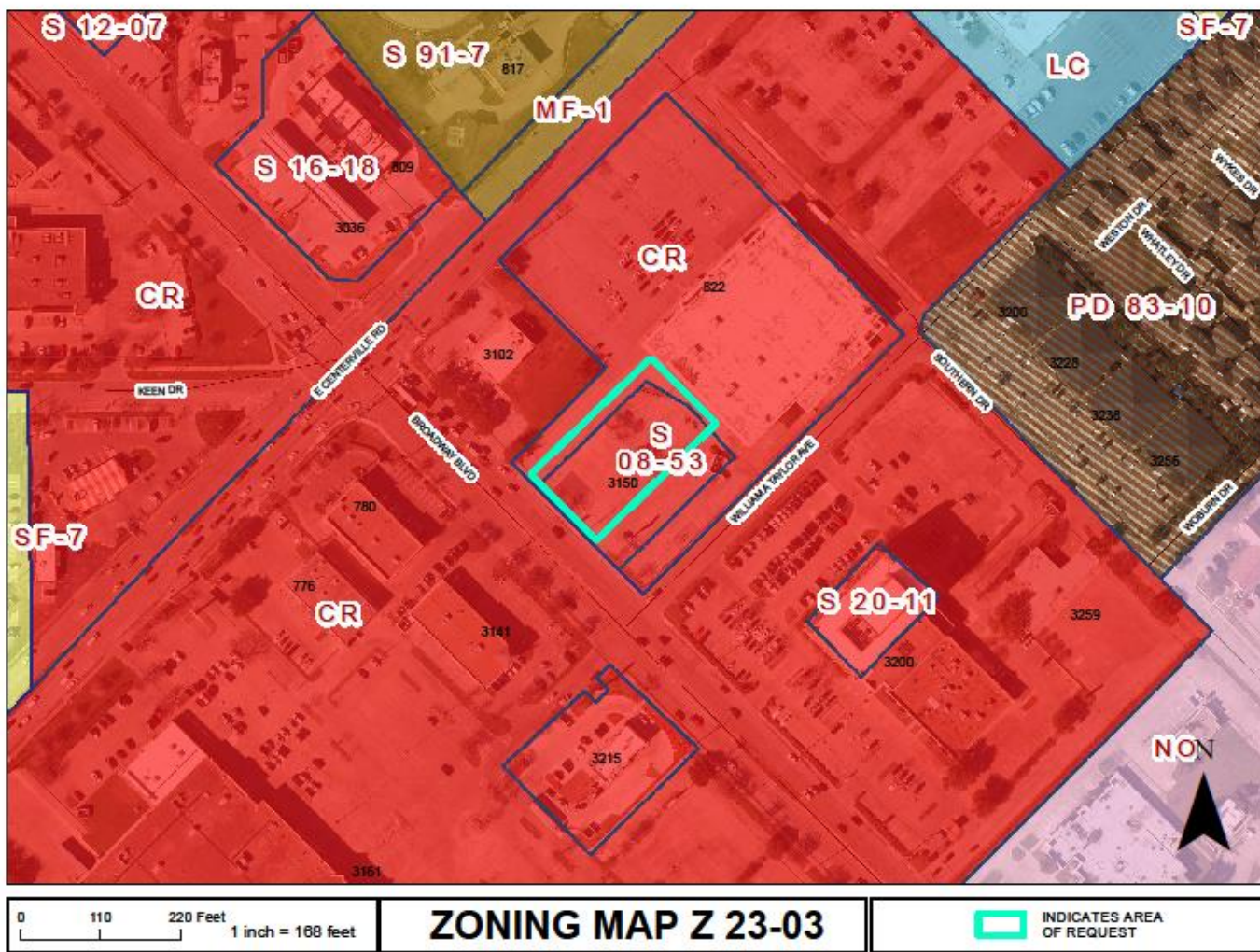


Z 23-03



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LOCATION MAP



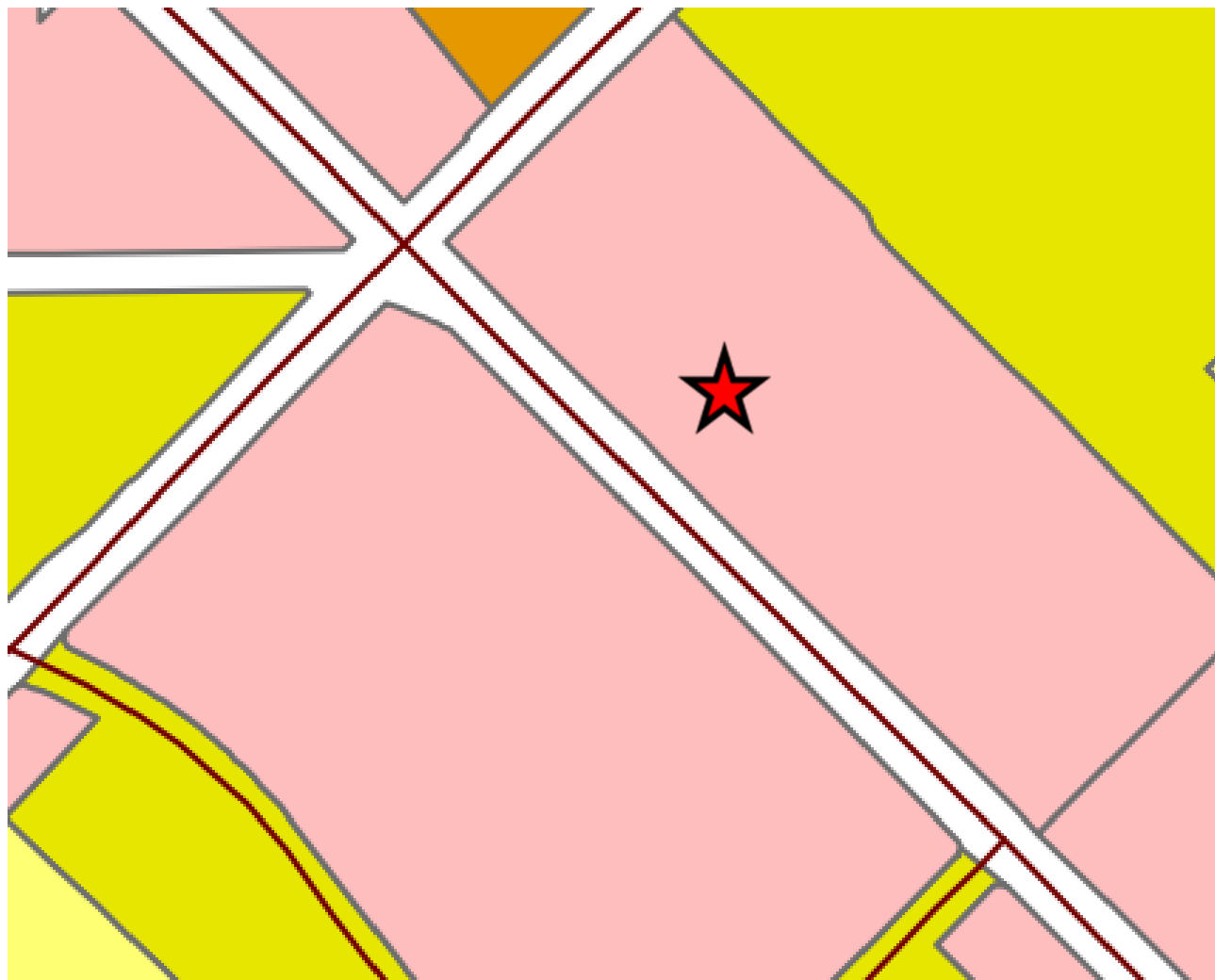
3150 Broadway Boulevard

Z 23-03



GARLAND
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COMPREHENSIVE PLAN



Neighborhood Centers

Z 23-03

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site.

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site. Neighborhood centers provide a mix of retail, services and community gathering places. This center should be appropriately scaled to adjacent residential areas. This type of center is predominantly, but not exclusively, non-residential. Neighborhood centers are served by local roads and transit routes.

PHOTOS

Z 23-03



View of the subject site looking East from Broadway Boulevard



View from the subject site looking West across Broadway Boulevard



View from the subject site looking North along Broadway Boulevard showing retail stores



View from the subject site looking South down Broadway Boulevard

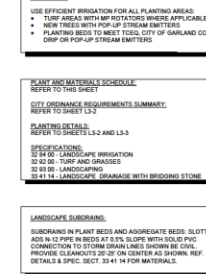


SITE PLAN





PLANT AND MATERIAL LEGEND

[illegible]VICINITY MAP (NO SCALE) 

PLANT AND MATERIALS SCHEDULE

[illegible]

1 LANDSCAPE PLANTING PLAN

LANDSCAPE PLANTING NOTES

- | | | |
|--|---|--|
| 1. FINAL GRADING SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO PLANTING OR TO BE APPLIED TO THE PLANTING. | 5. FINISH GRADE OF SHRUB BEDS SHALL BE THREE AND ONE HALF (3 1/2) FEET BELOW AVERAGE PLANT HEIGHT. PLANTING SHALL BE DONE TO THE TOP OF THE BEDS. BELOW AVERAGE PLANTMENT OR CLUMP WHERE TOPS DO NOT APPLY. | 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING, REMOVAL OF MISCELLANEOUS DEBRIS AND ANY ADDITIONAL FILL REQUIRED TO GRADE TO THE FINISH GRADE PRIOR TO PLANTING IN PLANTING LEAVES. |
| 2. TREES ARE TO BE LOCATED IN EACH TREE PLANTER. CONTRACTOR SHALL STATE TO ALL TREE LOCATIONS FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING. CONTRACTOR'S OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REQUEST CHANGES TO EXISTING LOCATIONS. | 6. UNLESS OTHERWISE INDICATED, ALL SHRUB BEDS SHALL BE TOPRESSED WITH A WEED BARRIER LAYER. (1) FIRM COMPOSITION OF 2 LAYERS OF 1/4" (1/2") POLYETHYLENE OR EQUIVALENT. (2) 1/4" (1/2") POLYETHYLENE COMPACTED MULD LAYER. CONTRACTOR SHALL PROVIDE SAMPLES OF POLYETHYLENE TO THE OWNER'S REPRESENTATIVE FOR VERIFICATION OF TEST DATA PER THE REQUIREMENTS OF THE SPECIFICATIONS. | 12. EXCESS SOIL FROM LANDSCAPE GRADING SHALL BE REMOVED AND DISPOSED OF AT AN APPROPRIATE LOCATION. |
| 3. UNLESS DIMENSIONED ON THE PLAN, ALL PROPOSED TREE LOCATIONS ARE DIAGRAMMATIC. CONTRACTOR SHALL STAY OUT ALL INFORMATION THAT IS NOT DIMENSIONED OR FIELD-INDICATED PRIOR TO PLANTING. CONTRACTOR'S OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REQUEST CHANGES TO EXISTING LOCATIONS. | 7. IF THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNER'S REPRESENTATIVE OF ANY PROBLEMS OR CONCERNS PRIOR TO PLANTING. CONTRACTOR SHALL PROVIDE THE PROBLEMS IDENTIFICATION AS SHOWN ON THESE DRAWINGS. | 13. FINISH GRADES OF 10' OR DEEPER UNIMPROVED ROOT FILL SHALL BE IN THE FORM OF A 10' OR DEEPER UNIMPROVED ROOT FILL. CONTRACTOR SHALL PROVIDE SAMPLES OF UNIMPROVED ROOT FILL TO THE OWNER'S REPRESENTATIVE FOR VERIFICATION OF TEST DATA PER THE REQUIREMENTS OF THE SPECIFICATIONS. |
| 4. UNLESS DIMENSIONED ON THE PLAN, ALL PROPOSED TREE LOCATIONS ARE DIAGRAMMATIC. CONTRACTOR SHALL STAY OUT ALL INFORMATION THAT IS NOT DIMENSIONED OR FIELD-INDICATED PRIOR TO PLANTING. CONTRACTOR'S OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REQUEST CHANGES TO EXISTING LOCATIONS. | 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY, CHARACTER, AND SIZE IF DAMAGED, DESTROYED, OR REMOVED. | 14. CONTRACTOR SHALL PATCH ALL AREAS OF DISTURBED LAND WITH SOIL OF THE SAME TYPE AND COLOR. REPAIR PLANT, NEW GROUND COVER, OR EXISTING TURF. |
| 5. UNLESS DIMENSIONED ON THE PLAN, ALL PROPOSED TREE LOCATIONS ARE DIAGRAMMATIC. CONTRACTOR SHALL STAY OUT ALL INFORMATION THAT IS NOT DIMENSIONED OR FIELD-INDICATED PRIOR TO PLANTING. CONTRACTOR'S OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REQUEST CHANGES TO EXISTING LOCATIONS. | 9. CONTRACTOR SHALL MEET OR EXCEED ALL MINIMUM SIZES LISTED IN PLANT SCHEDULE INCLUDING CONTAINER SIZE. | 15. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY, CHARACTER, AND SIZE IF DAMAGED, DESTROYED, OR REMOVED. |
| 6. UNLESS DIMENSIONED ON THE PLAN, ALL PROPOSED TREE LOCATIONS ARE DIAGRAMMATIC. CONTRACTOR SHALL STAY OUT ALL INFORMATION THAT IS NOT DIMENSIONED OR FIELD-INDICATED PRIOR TO PLANTING. CONTRACTOR'S OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REQUEST CHANGES TO EXISTING LOCATIONS. | 10. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES PRIOR TO FINISHING CONSTRUCTION. | |

CCCA Landscape Architects, Inc.
13700 Northwest Blvd.
Suite 140
Dallas, TX 75230
972.351.2222
www.purplepineapplegroup.com

 **CCCA**
LANDSCAPE


OFFICE OF THE ATTORNEY GENERAL
STATE OF TEXAS
JANIS P. COMPTON, ATTORNEY GENERAL
J. Lee Rodriguez
03/27/2021

OWNER / APPLICANT:
FRONTIER BANK
3838 ROSS ROAD
HOUSTON, TX 78251
CONTACT: ROSS WOOD
ross.wood@frontierbank.com

FROST BANK, GARLAND SOUTH
 PART OF LOT 11, BLOCK 1,
 CENTERVILLE PLAZA SHOPPING CENTER
 VOL. 72201, PG. 796, D.R.D.C.T.
BROADWAY BLVD GARLAND TX

Date: 03-27-2023	Revisions:
Scale: 1" = 20'-0"	

LANDSCAPE
PLANTING
PLAN

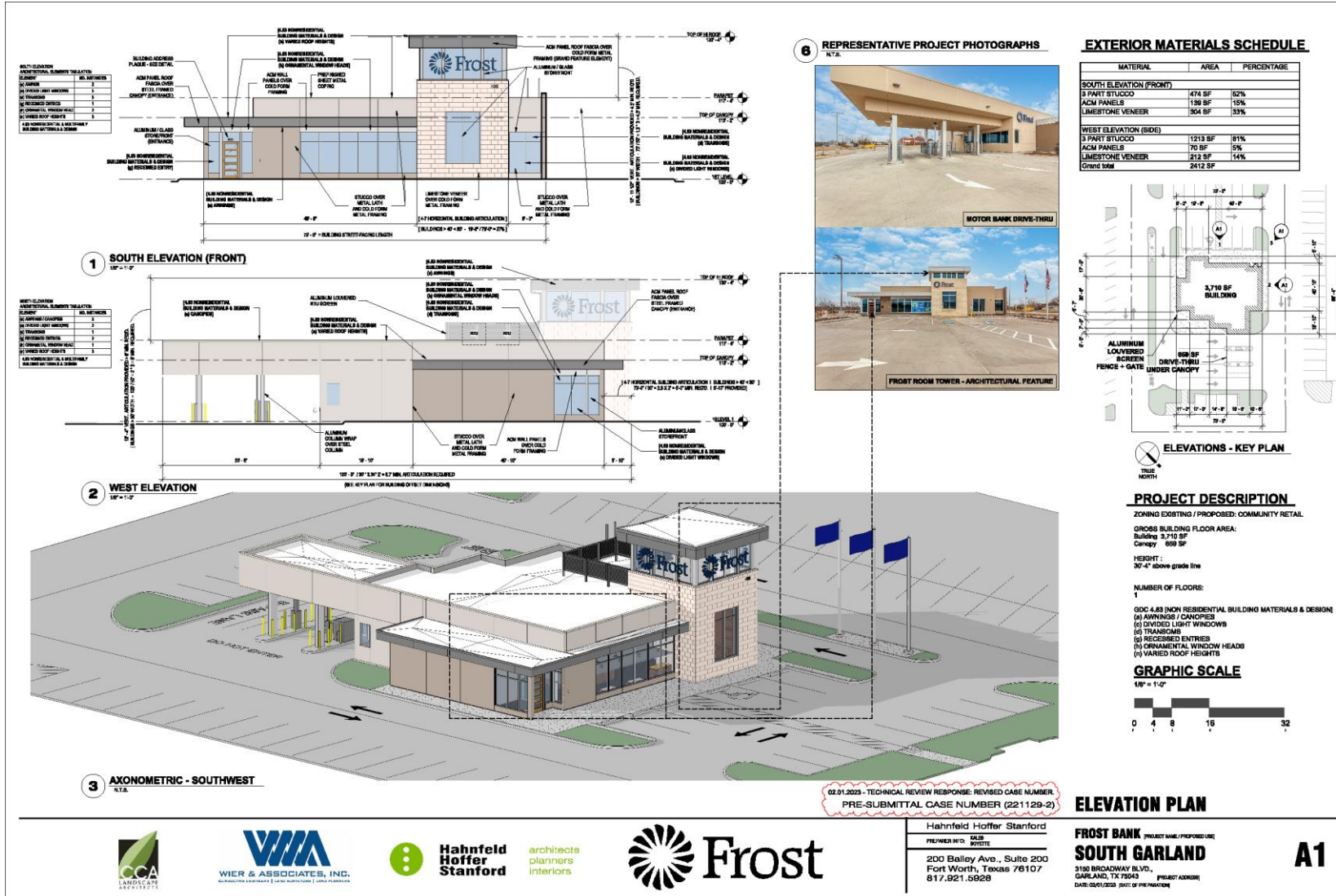
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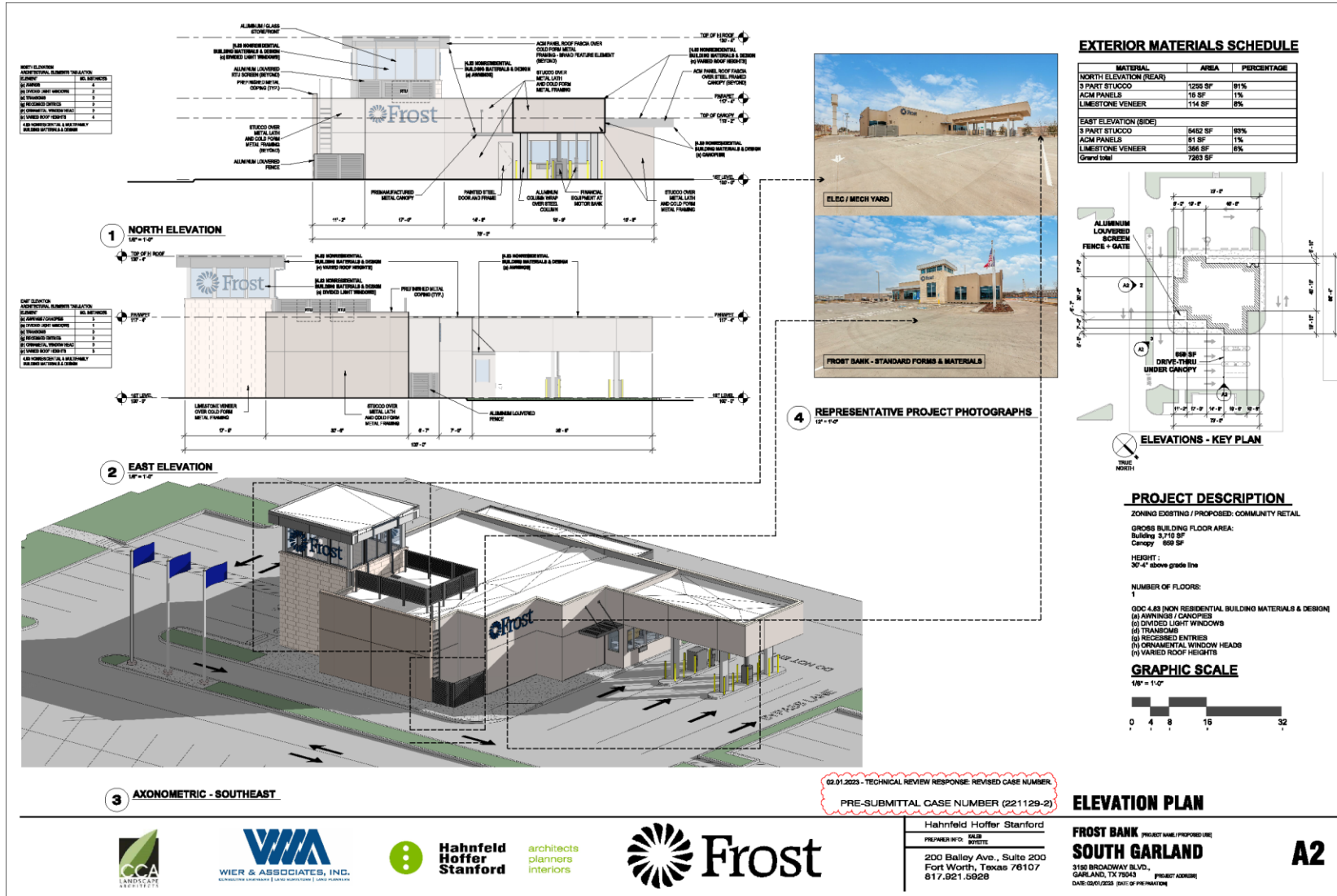
1 OF 3

Z 23-03

BUILDING ELEVATIONS



BUILDING ELEVATIONS





SPECIFIC USE PROVISION

No Deviations are being requested by the applicant.

The applicant is requesting approval of an indefinite duration of the Specific Use Provision. The SUP Time Period Guide recommends twenty-five (25) to thirty (30) years for a Drive-Through Bank/ATM.



STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

Approval of a Plan for a Financial Institution, Drive-Through Service Use.

In addition, the Plan Commission may consider following the SUP Time Period Guide's recommendation of twenty-five (25) to thirty (30) years.



PLAN COMMISSION

On April 10, 2022 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Provision for twenty-five (25) years for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

The Plan Commission, by a vote of eight (8) to zero (0), also recommended approval of a Plan for a Financial Institution, Drive-Through Use.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

11. e.

Meeting Date: 05/02/2023

Item Title: Z 23-03 Wier & Associates, Inc. - Plan (District 3)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

Approval of a Plan for a Financial Institution, Drive-Through Use.

LOCATION

3150 Broadway Boulevard

OWNER

GRAM Centerville Plaza, LLC

PLAN COMMISSION RECOMMENDATION

On April 10, 2022 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

The Plan Commission, by a vote of eight (8) to zero (0), also recommended approval of a Plan for a Financial Institution, Drive-Through Use.

In addition, the Plan Commission recommended an SUP time period of twenty-five (25) years, which aligns with the SUP Time Period Guide.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Financial Institution, Drive-Through Use on a property zoned Community Retail (CR) District.

Approval of a Plan for a Financial Institution, Drive-Through Use.

In addition, the City Council may consider following the SUP Time Period Guide's recommendation of twenty-five (25) to thirty (30) years.

BACKGROUND

The subject property has an approved SUP for a Restaurant, Drive-Through Service Use; however, the site was never developed. The applicant proposes to open a bank with a drive-through service. The GDC requires a Specific Use Provision for a Drive-Through Service in the Community Retail (CR) District.

SITE DATA

The 0.685-acre site is accessed from Broadway Boulevard and has approximately 131.25 feet of frontage along it.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Community (CR) District, with a previous SUP [S 08-53] for a Restaurant, Drive-Through Use which was not developed.

The Community Retail (CR) district is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low-density residential districts without significant buffering and screening features. An example of allowed use in a CR district is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a CR district must be focused onto the major thoroughfare network. Development in a CR district may not be designed in a manner that increases traffic through residential areas.

CONSIDERATIONS

1. The applicant proposes to construct a 3,710 square foot bank building with a 659 square-foot canopy covering three drive-through lanes and an escape lane.
2. The applicant has an off-site dumpster agreement located within 100' of the property.
3. The applicant is requesting approval of an indefinite duration of the Specific Use Provision. The indefinite duration was requested, as Frost Bank will be purchasing the property. The SUP Time Period Guide recommends twenty-five (25) to thirty (30) years for a Drive-Through Bank/ATM.
4. The hours of operation will be 9:00 am to 5:00 pm Monday through Friday and 9:00 am to 1:00 pm on Saturday.
5. The site layout (Exhibit C) for the proposed Frost Bank site complies with the Garland Development Code (GDC).
6. The landscape layout (Exhibit D) for the proposed Frost Bank site complies with the Garland Development Code (GDC).
7. The building elevations (Exhibit E) for the proposed Frost Bank comply with the Garland Development Code (GDC).

8. The applicant is not requesting any signage deviations with this request.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site. Neighborhood centers provide a mix of retail, services and community gathering places. This center should be appropriately scaled to adjacent residential areas. This type of center is predominantly, but not exclusively, non-residential. Neighborhood centers are served by local roads and transit routes.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties surrounding the site are all zoned Community Retail (CR) District as well. These properties include retail stores, medical offices, general office space, personal services, restaurants with and without drive-through service, and a convenience store with fuel pumps.

The proposed use is generally compatible with the surrounding area.

Attachments

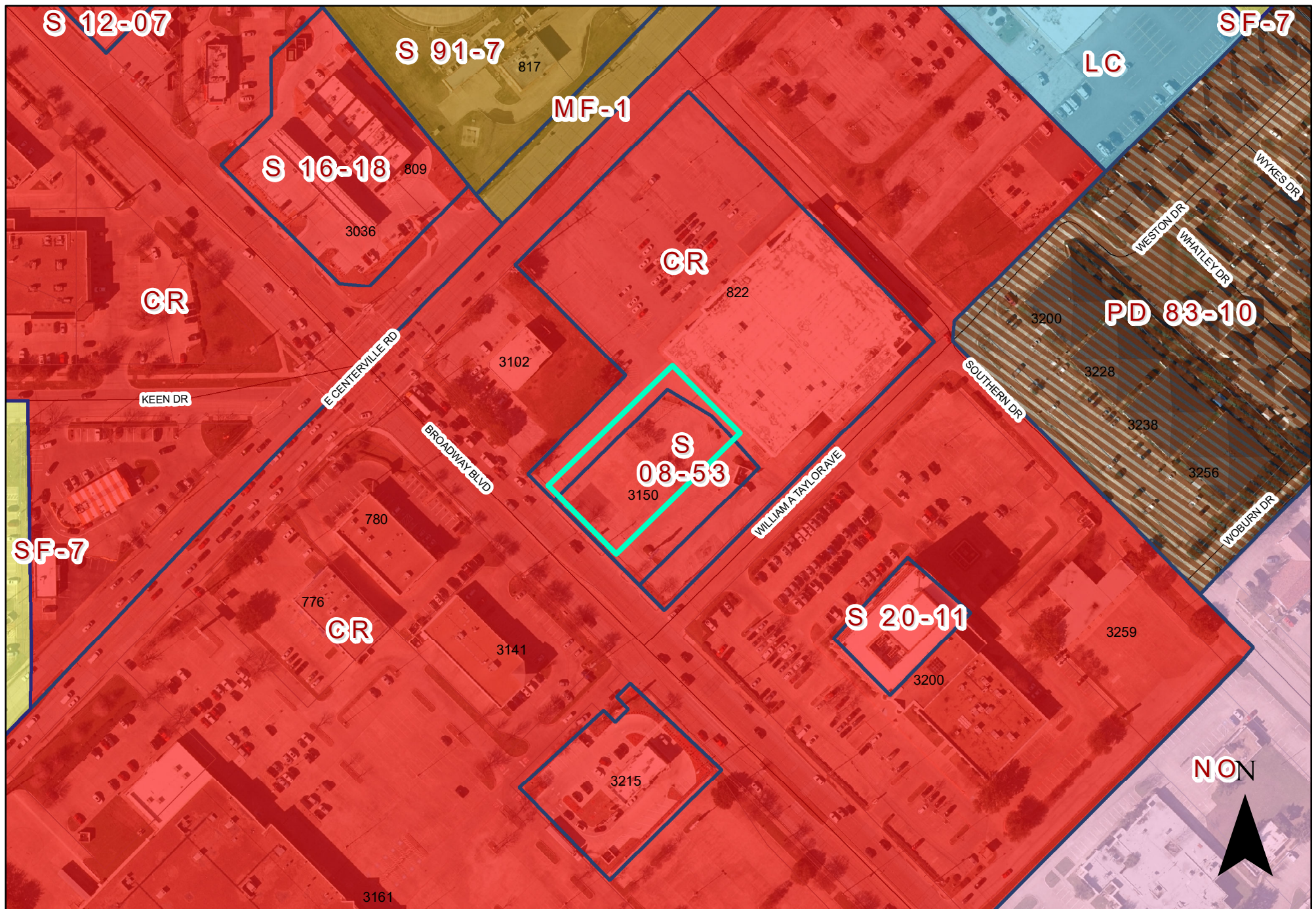
Z 23-03 Location Map

Z 23-03 Exhibits

Z 23-03 R&M Plan

Z 23-03 Responses

Z 23-03 Staff Presentation



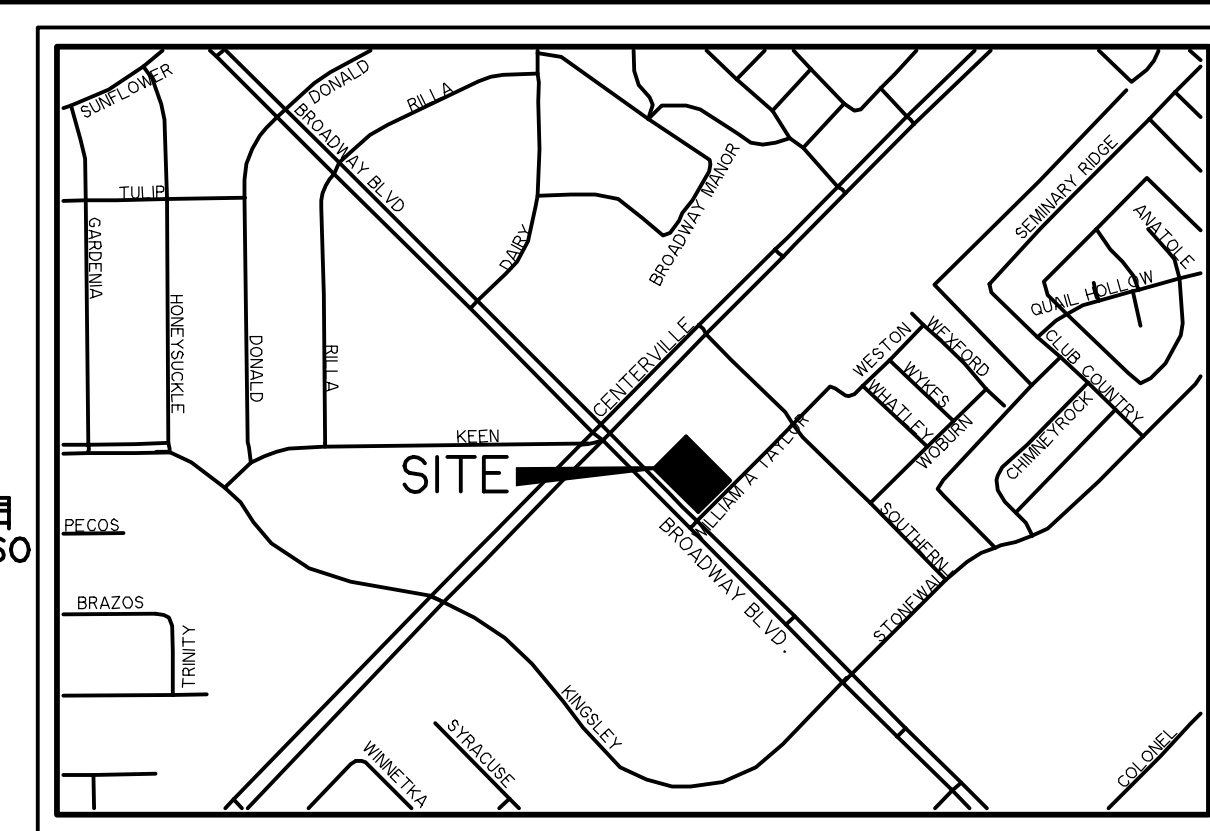
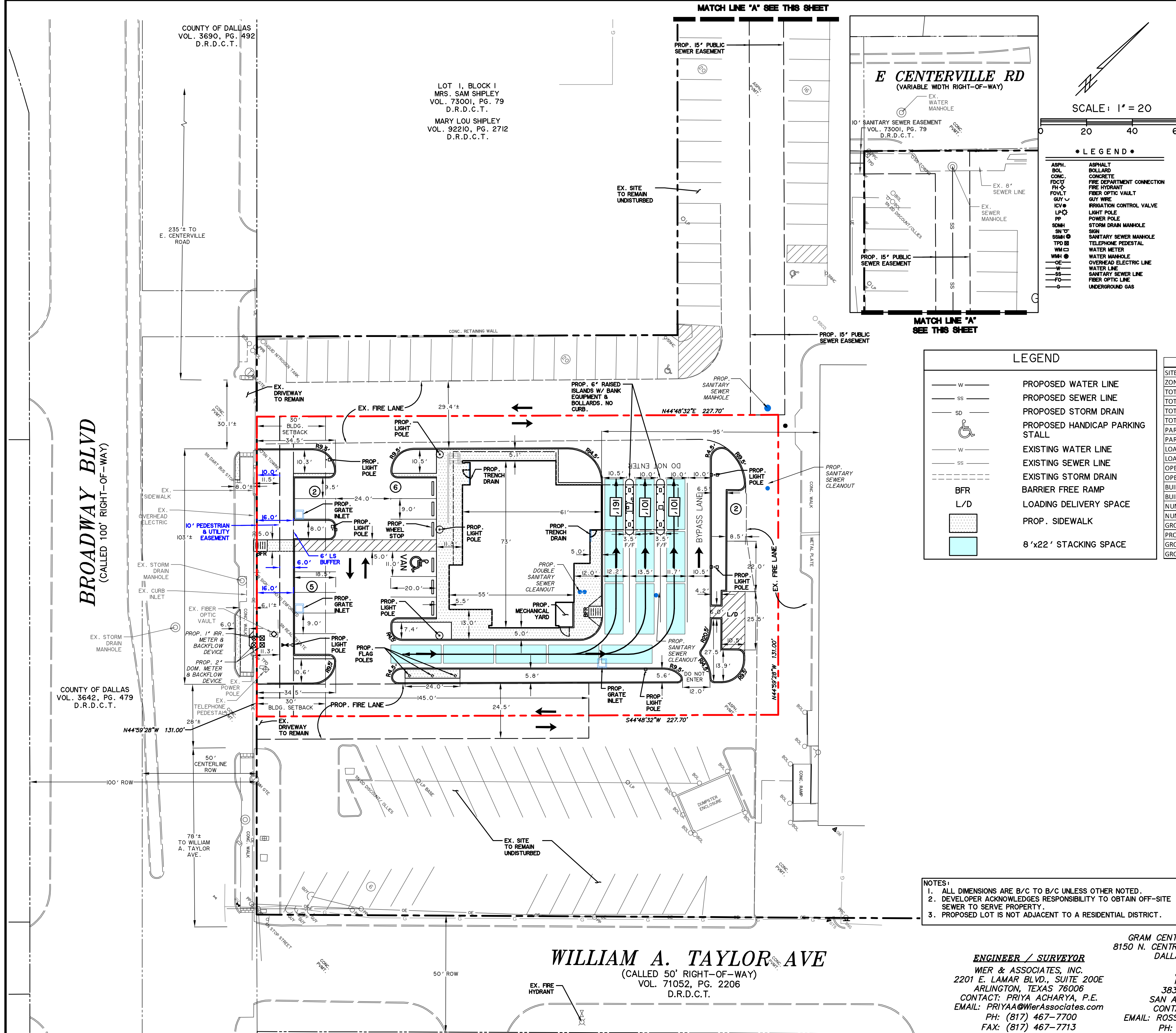
0 110 220 Feet
1 inch = 168 feet

ZONING MAP Z 23-03

 INDICATES AREA OF REQUEST

3150 Broadway Boulevard

Exhibit C



LEGEND

ASPH.	ASPHALT
BOL.	BOLLARD
CONC.	CONCRETE
FDCT	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FOVLT	FIBER OPTIC VAULT
GUY	GUY WIRE
ICV	IRRIGATION CONTROL VALVE
LP	LIGHT POLE
PP	POWER POLE
SDMH	STORM DRAIN MANHOLE
SN	STORM DRAIN
SSMH	SANITARY SEWER MANHOLE
TPD	TELEPHONE PEDestal
WM	WATER METER
WMH	WATER MANHOLE
OE	OVERHEAD ELECTRIC LINE
W	WATER LINE
SS	SANITARY SEWER LINE
FO	FIBER OPTIC LINE
G	UNDERGROUND GAS

LEGEND

W	PROPOSED WATER LINE
SS	PROPOSED SEWER LINE
SD	PROPOSED STORM DRAIN
Handicap symbol	PROPOSED HANDICAP PARKING STALL
W	EXISTING WATER LINE
SS	EXISTING SEWER LINE
SD	EXISTING STORM DRAIN
BFR	BARRIER FREE RAMP
L/D	LOADING DELIVERY SPACE
Stacking space symbol	8'x22' STACKING SPACE

SITE DATA TABLE

SITE ADDRESS	3150 BROADWAY BLVD. GARLAND, TX 75043
ZONING	COMMUNITY RETAIL
TOTAL SITE AREA	29,829 S.F. (0.685 ACRES)
TOTAL FLOOR AREA RATIO	0.12:1
TOTAL IMPERVIOUS COVER	26,212 S.F. (87%)
TOTAL BUILDING COVERAGE	3,710 S.F. BLDG + 659 S.F. CANOPY = 14.6%
PARKING CALCULATION	S.F./300 (13 TOTAL SPACES REQUIRED)
PARKING PROVIDED	15
LOADING CALCULATION	1 SPACE REQUIRED
LOADING PROVIDED	1 LOADING SPACE PROVIDED
OPEN SPACE REQUIRED	2,982.90 S.F.
OPEN SPACE PROVIDED	4,067.00 S.F.
BUILDING HEIGHT PERMITTED	35 FT
BUILDING HEIGHT PROPOSED	30.3 FT
NUMBER OF STORIES PERMITTED	1
NUMBER OF STORIES PROPOSED	1
GROSS SQUARE FOOTAGE	3,710 S.F.
PROPOSED USE	BANK/FINANCIAL INSTITUTION WITH DRIVE-THROUGH
GROSS SQUARE FOOTAGE PER USE	3,710 S.F.
GROSS SQUARE FOOTAGE PER FLOOR	3,710 S.F.

- NOTES:
1. ALL DIMENSIONS ARE B/C TO B/C UNLESS OTHER NOTED.
 2. DEVELOPER ACKNOWLEDGES RESPONSIBILITY TO OBTAIN OFF-SITE SEWER TO SERVE PROPERTY.
 3. PROPOSED LOT IS NOT ADJACENT TO A RESIDENTIAL DISTRICT.

ENGINEER / SURVEYOR
WIER & ASSOCIATES, INC.
2201 E. LAMAR BLVD., SUITE 200E
ARLINGTON, TEXAS 76006
CONTACT: PRIYA ACHARYA, P.E.
EMAIL: PRIYAA@WierAssociates.com
PH: (817) 467-7700
FAX: (817) 467-7713

OWNER
GRAM CENTERVILLE PLAZA LLC
8150 N. CENTRAL EXPWY, SUITE 1435
DALLAS, TX 75206
DEVELOPER
FROST BANK
3838 ROGER ROAD
SAN ANTONIO, TX 78251
CONTACT: ROSS WOOD
EMAIL: ROSS.WOOD@FROSTBANK.COM
PH: (210) 220-5842

* BENCHMARKS *

BM.A - AN "X" CUT ON TOP OF CURB AT THE EAST CORNER OF THE PARKING LOT OF 3102 BROADWAY BLVD., +/- 60 FT NORTHEAST OF THE NORTHEAST BACK OF CURB OF BROADWAY BLVD AND +/- 195 FT SOUTHEAST OF THE SOUTHEAST BACK OF CURB OF CENTERVILLE RD.
ELEVATION = 539.60 FT.

BM.B - AN "X" CUT ON THE SOUTHEAST CURB OF WILLIAM A. TAYLOR AVE., +/- 285 FT NORTHEAST OF THE NORTHEAST BACK OF CURB OF BROADWAY BLVD.
ELEVATION = 539.52 FT.

PREPARED BY:

WIER & ASSOCIATES, INC.

ENGINEERS SURVEYORS LAND PLANNERS

2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817) 467-7700

Texas Firm Registration No. F-2776 www.WierAssociates.com

NO.	DATE	DESCRIPTION	BY

FROST BANK SOUTH GARLAND

SITE PLAN

CASE # 221129-2

PRELIMINARY PLANS FOR PROJECT REVIEW. NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

Prepared By: Priya Acharya, PE
Direct Supervision Of
Priya Acharya, PE
Texas Registration No. 110146 On
Date Shown Below.

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WIER & ASSOCIATES, INC.
LAST SHEET EDIT
DATE 3/8/2023
WA# 22080

SHEET NO.
C201

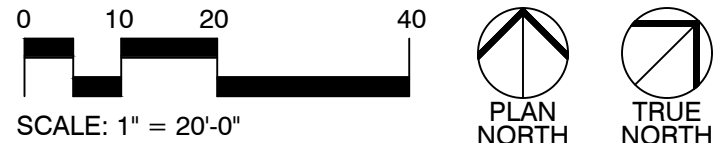
LANDSCAPE PLANTING PLAN

$$1'' = 20'-0''$$

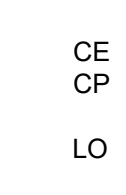
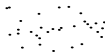
LANDSCAPE PLANTING NOTES

1. FINAL GRADING SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO PLANTING OR PLANTING LAYOUT.
2. TREES ARE TO BE CENTERED IN EACH TREE PLANTER. CONTRACTOR SHALL STAKE OUT ALL TREE LOCATIONS FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST TREES TO EXACT LOCATION IN FIELD.
3. UNLESS DIMENSIONED ON THE PLAN, ALL PROPOSED TREE LOCATIONS ARE DIAGRAMMATIC. CONTRACTOR SHALL STAKE OUT ALL INFORMAL TREE LOCATIONS IN THE FIELD USING COLORED FLAGS FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN THE FIELD.
4. SHRUB/PLANT BED LAYOUTS SHALL BE STAKED FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO BED PREPARATION. ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS ALL SHRUBS AS NOTED IN THE DRAWINGS TO PROVIDE FULL COVERAGE IN BEDS. ALIGNMENT SHALL BE ORIENTED FOR STAGGERED PLACEMENT TO PRIMARY VIEWING DIRECTION.
5. FINISH GRADE OF SHRUB BEDS SHALL BE THREE AND ONE HALF (3 1/2") INCHES BELOW ADJACENT PAVEMENT OR CURB WHERE TOPDRESSING IS TO BE APPLIED.
6. UNLESS OTHERWISE INDICATED, ALL SHRUB BEDS SHALL BE TOPDRESSED WITH A WEED BARRIER LAYER (1 ITEM) CONSISTING OF 8 LAYERS OF RECYCLED NEWSPRINT PAPER COVERED WITH THREE (3") INCH COMPACTED MULCH LAYER. CONTRACTOR SHALL PROVIDE SAMPLES OF MULCH TO THE OWNER'S REPRESENTATIVE ALONG WITH SPECIFIC TEST DATA PER THE REQUIREMENTS OF THE SPECIFICATIONS.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNER'S REPRESENTATIVE OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
8. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY, CHARACTER, AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
9. CONTRACTOR SHALL MEET OR EXCEED ALL MINIMUM SIZES LISTED IN PLANT SCHEDULE INCLUDING CONTAINER SIZE.
10. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES DURING CONSTRUCTION.

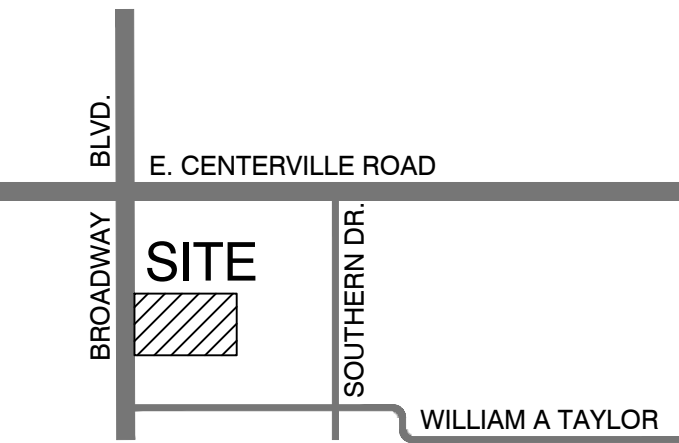
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING, REMOVAL OF MISCELLANEOUS DEBRIS AND ANY ADDITIONAL FILL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING IN ALL PLANTER LEAVE-OUTS.
12. EXCESS SOIL FROM LANDSCAPE GRADING TO BE REMOVED AND DISPOSED OFF-SITE BY CONTRACTOR.
13. FINISH GRADES OF TOP OF TREE'S UNCOVERED ROOT FLARE SHALL BE TWO (2") ABOVE THE FINISHED GRADE OF THE PLANTING BED OR TURF AREA. MULCH SHALL BE APPLIED PER THE PLANTING DETAILS.
14. CONTRACTOR SHALL PATCH ALL AREAS OF DISTURBED LAWN WITH SOLID SOD COMMON BERMUDA GRASS - REF. PLANS. NEW SOD SHALL BE FLUSH TO EXISTING TURF.
15. REPLACE DEAD PLANTS WITHIN SEVEN (7) DAYS AFTER DETERMINATION OF CONDITION.



PLANT AND MATERIAL LEGEND

<u>TREES</u>	<u>CODE</u>	<u>COMMON NAME / BOTANICAL NAME</u>
ORNAMENTAL TREES:		
	PH	POSSUMHAW / ILEX DECIDUA 'WARREN'S RED'
	CT	CHASTE TREE / VITEX AGNUS-CASTUS
CANOPY TREES:		
	CE CP	CEDAR ELM / ULMUS CRASSIFOLIA CHINESE PISTACHE / PISTACIA CHINENSIS (MALE ONLY)
	LO	LIVE OAK / QUERCUS VIRGINIANA
SHRUBS/GROUND COVER		
	BLY	'BRAKE LIGHTS' RED YUCCA / HESPERALOE PARVIFLORA 'BRAKE LIGHTS' (5 GALLON)
	MFG	MEXICAN FEATHER GRASS / NASELLA TENNUISIMA (1 GALLON)
	BS	BERKELEY SEDGE / CAREX DIVULSA (1 GALLON)
	PW	PURPLELEAF WINTERCREEPER / EUONYMUS FORTUNEI (1 GALLON)
	DBH	DWARF BURFORD HOLLY / ILEX CORNUTA 'DWARF BURFORD' (MIN. 24" HIGH, MIN. 7 GALLON, PLANTED 3' ON CENTER)
GRASSES / TURF		
	SOD	BERMUDA GRASS / CYNODON DACTYLON 'TIFFWAY 419'
MATERIALS		
	SRR	SMALL RIVER ROCK
		LANDSCAPE EDGING
		MULCH - TOPDRESSING
		MOSS BOULDERS SMALL = 12"W x 18"L x 15"T (APPROX.) MEDIUM = 18"W x 24"L x 18"T (APPROX.) LARGE = 24"W x 30"L x 18"T (APPROX.)

VICINITY MAP (NO SCALE)



IRRIGATION:

USE EFFICIENT IRRIGATION FOR ALL PLANTING AREAS:

- TURF AREAS WITH MP ROTATORS WHERE APPLICABLE
- NEW TREES WITH POP-UP STREAM EMITTERS
- PLANTING BEDS TO MEET TCEQ, CITY OF GARLAND CODE - DRIP OR POP-UP STREAM EMITTERS

PLANT AND MATERIALS SCHEDULE:

REFER TO THIS SHEET

CITY ORDINANCE REQUIREMENTS SUMMARY:

REFER TO SHEET L3-2

PLANTING DETAILS:

REFER TO SHEETS L3-2 AND L3-3

SPECIFICATIONS:
32 84 00 - LANDSCAPE IRRIGATION
32 92 00 - TURF AND GRASSES
32 93 00 - LANDSCAPING
33 41 14 - LANDSCAPE DRAINAGE WITH BRIDGING STONE

LANDSCAPE SUBDRAINS:

SUBDRAINS IN PLANT BEDS AND AGGREGATE BEDS: SLOTTED ADS N-12 PIPE IN BEDS AT 0.5% SLOPE WITH SOLID PVC CONNECTION TO STORM DRAIN LINES SHOWN BE CIVIL. PROVIDE CLEANOUTS 20'-25' ON CENTER AS SHOWN. REF. DETAILS & SPEC. SECT. 33 41 14 FOR MATERIALS.

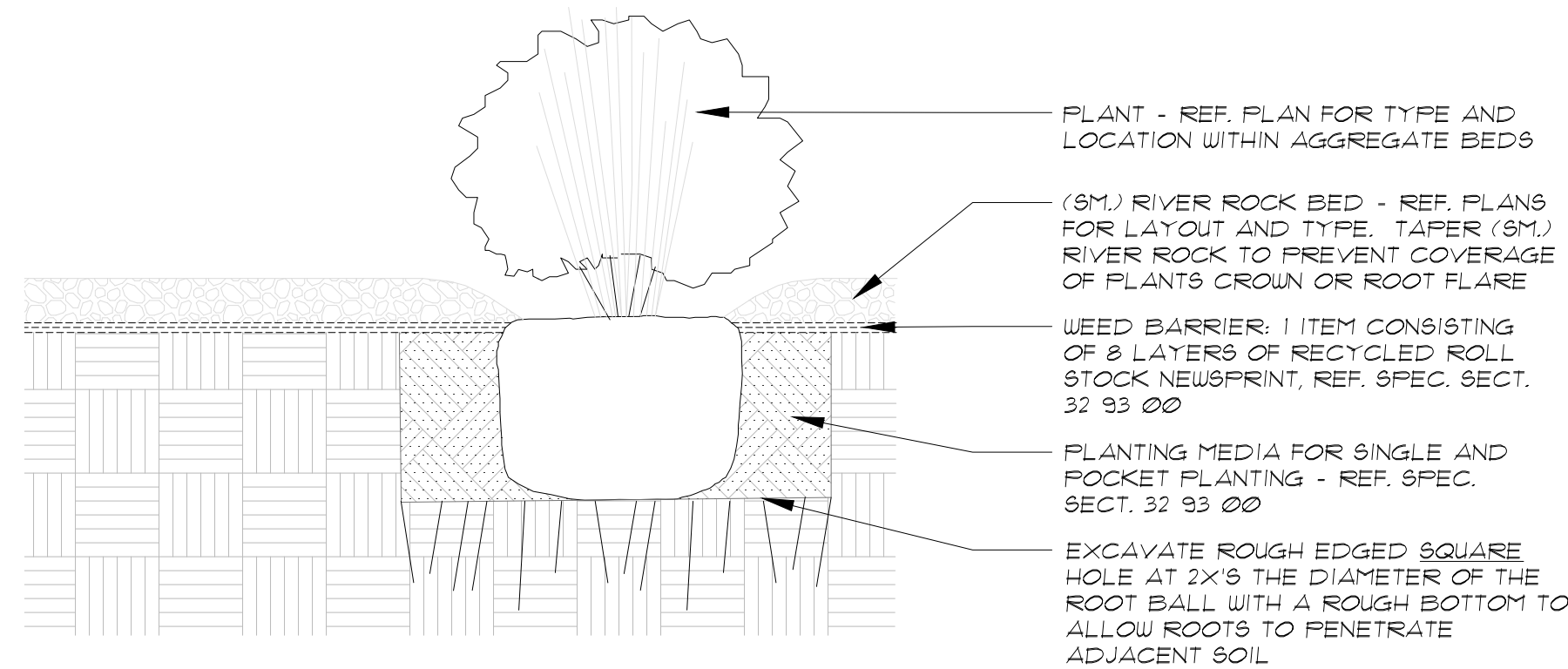
PLANT AND MATERIALS SCHEDULE

QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
MEDIUM AND LARGE TREES				
2	CE	CEDAR ELM / ULMUS CRASSIFOLIA	3" CAL MIN	10' - 12' HEIGHT; SINGLE STRAIGHT LEADER, FULL, MATCHED CANOPIES; MALE ONLY; PLANTED AS SHOWN
2	CP	CHINESE PISTACHE (MALE ONLY) / PISTACIA CHINENSIS	3" CAL MIN	10' - 12' HEIGHT; SINGLE STRAIGHT LEADER, FULL, MATCHED CANOPIES; MALE ONLY; PLANTED AS SHOWN
2	LO	LIVE OAK / QUERCUS VIRGINIANA	3" CAL MIN	10' - 12' HEIGHT; SINGLE STRAIGHT LEADER, FULL, MATCHED CANOPIES; PLANTED AS SHOWN
QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
SMALL TREES				
3	CT	CHASTE TREE / VITEA AGNUS-CASTUS	2" CAL MIN	6' - 8' HEIGHT; MULTI-TRUNK, FULL, MATCHED CANOPIES, 3-5 CANES; PLANTED AS SHOWN
3	PH	POSSUMHAW / ILEX DECIDUA	2" CAL MIN	6' - 8' HEIGHT; MULTI-TRUNK, FULL, MATCHED CANOPIES, 3-5 CANES; PLANTED AS SHOWN
QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
SHRUBS, PERENNIALS, ORNAMENTAL GRASSES				
86	BS	BERKELEY SEDGE / CAREX DIVULSA	1 GAL	15" OC, 0.70 PLANTS/SF, TRIANGULAR SPACING; 10" MIN HEIGHT, FULL TO BASE, HEAVILY ROOTED
33	MFG	MEXICAN FEATHER GRASS / NASELLA TENUISSIMA	1 GAL	18" OC, 0.49 PLANTS/SF, TRIANGULAR SPACING; OR PLANTED AS SHOWN; 10" MIN HEIGHT, FULL TO BASE, HEAVILY ROOTED
69	PW	PURPLELEAF WINTERCREEPER / EUONYMUS FORTUNEI	1 GAL	18" OC, 0.49 PLANTS/SF, TRIANGULAR SPACING; MIN. 3 SHOOTS, FULL TO BASE, HEAVILY ROOTED
28	DBH	DWARF BURFORD HOLLY / ILEX CORNUTA BURFORDI	7 GAL MIN, 24" MIN. HT.	36" OC, SINGLE ROW, 24" MIN HEIGHT AT PLANTING, FULL TO BASE, HEAVILY ROOTED
19	BLY	BRAKE LIGHTS RED YUCCA / HERSPERALOE PARVIFLORA 'BRAKE LIGHTS'	5 GAL	PLANTED AS SHOWN; 12" MIN HEIGHT, FULL TO BASE, HEAVILY ROOTED
QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
TURF GRASS				
FIELD VERIFY	SOD	TIFWAY 419 BERMUDAGRASS / CYNODON DACTYLON 'TIFWAY 419'	SOLID SOD	REFER TO SPECS
QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
MATERIALS				
FIELD VERIFY	SRR	SMALL NATIVE RIVER ROCK	CY	3-1/2" DEPTH WASHED RIVER ROCK AS PROVIDED BY WHIZ-Q STONE 1-800-648-4551, OR SMALL NATIVE GRAVEL AS PROVIDED BY CUSTOM STONE SUPPLY 1-844-576-1364; WITH TWO LAYERS OF FILTER FABRIC UNDERLAYMENT.
7 = SM 3 = MED 3 = LG		BOULDER	EA	MOSS BOULDER. REFER TO SPECS AND DETAILS. SMALL = 12"W x 18"L x 15"T (APPROX) MEDIUM = 18"W x 24"L x 18"T (APPROX) LARGE = 24"W x 30"L x 18"T (APPROX)
FIELD VERIFY		FILTER FABRIC	SF	2 OVERLAPPING LAYERS UNDER AGGREGATES, TERRATEX N08 AS MANUFACTURED BY WEBTEC, 1(800) 438-0027 AND PROVIDED LOCALLY BY HANES GEO PRODUCTS 1(800) 251-1008. REFER TO SPECS AND DETAILS.
FIELD VERIFY		COMPOST	CY	ORGANIC, WELL-DECOMPOSED, AT TURF AREAS, TREES, AND PLANTING BEDS, REFER TO SPECS AND DETAILS.
FIELD VERIFY		MULCH	CY	TOPDRESSING AT TREES AND PLANTING BEDS, REFER TO SPECS AND DETAILS.
FIELD VERIFY		TOPSOIL	CY	REFER TO SPECS AND DETAILS.
FIELD VERIFY		METAL LANDSCAPE EDGING	LF	COMMERCIAL GRADE, REFER TO SPECS AND DETAILS.



CCA Landscape Architects, Inc.
12700 Hillcrest Road
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Dallas, TX 75230
P: 214.739.9105
greg@ccalandscapearch.com

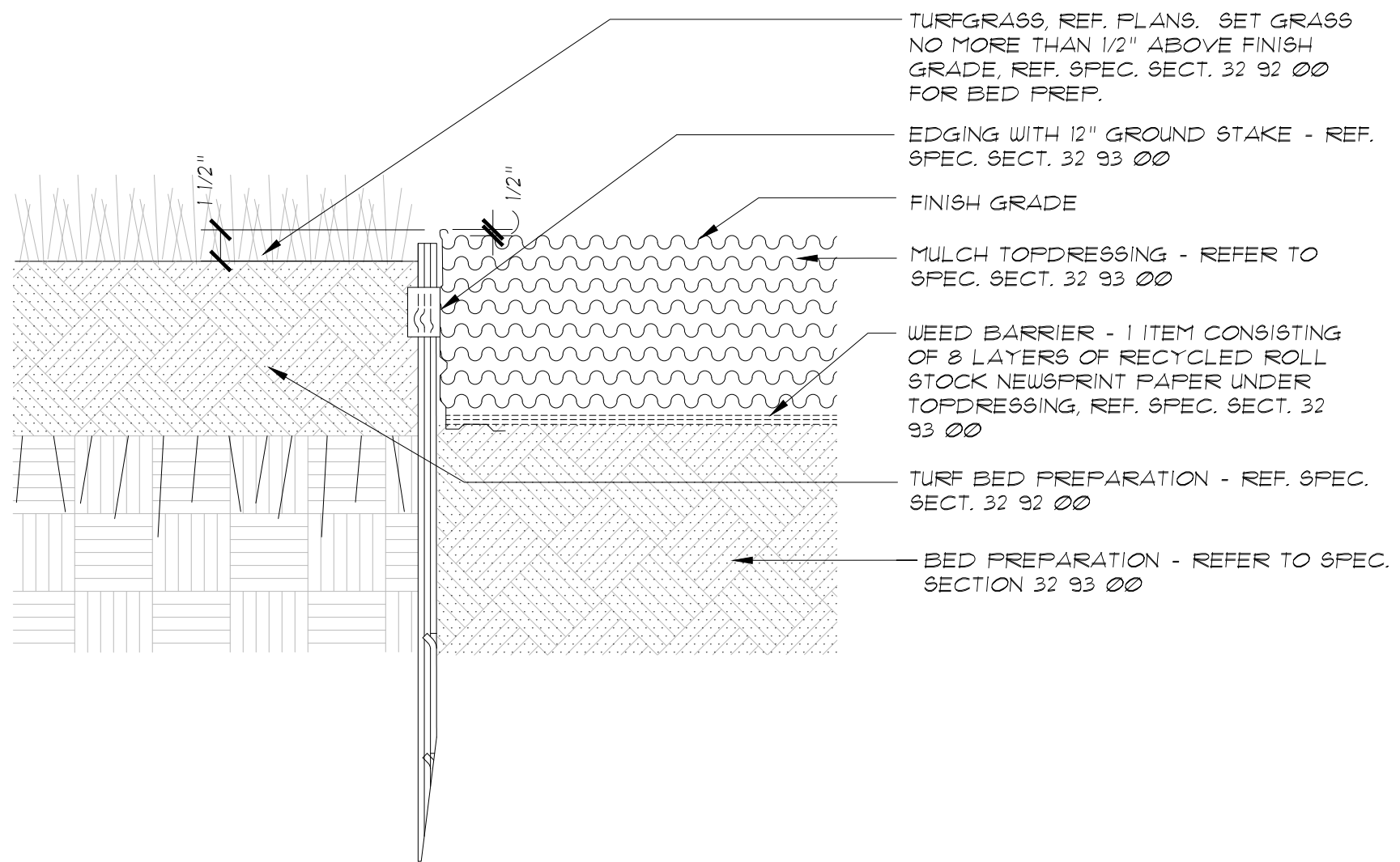
Exhibit D



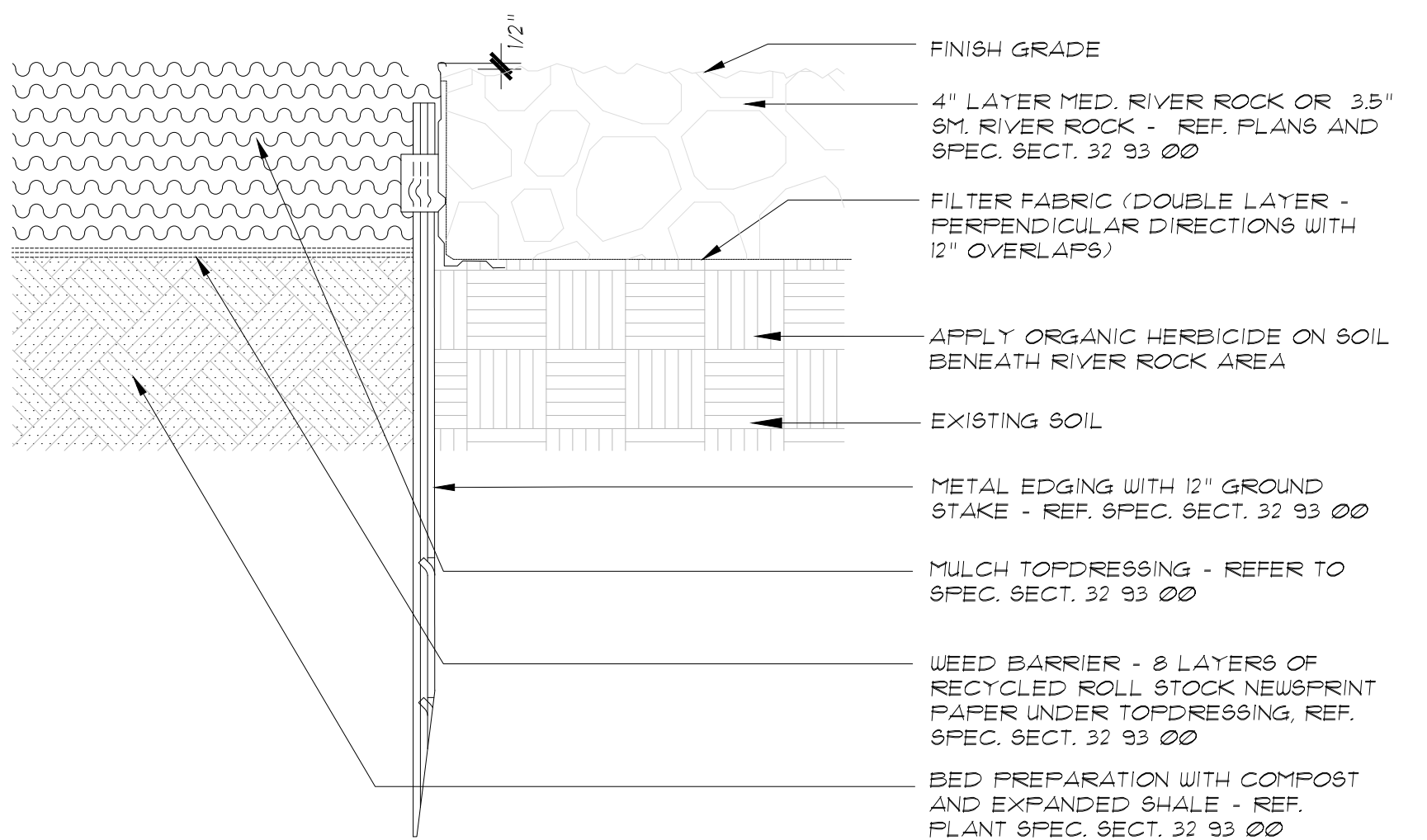
8 SHRUB POCKET PLANTING IN RIVER ROCK - SECT.

CITY ORDINANCE REQUIREMENTS SUMMARY

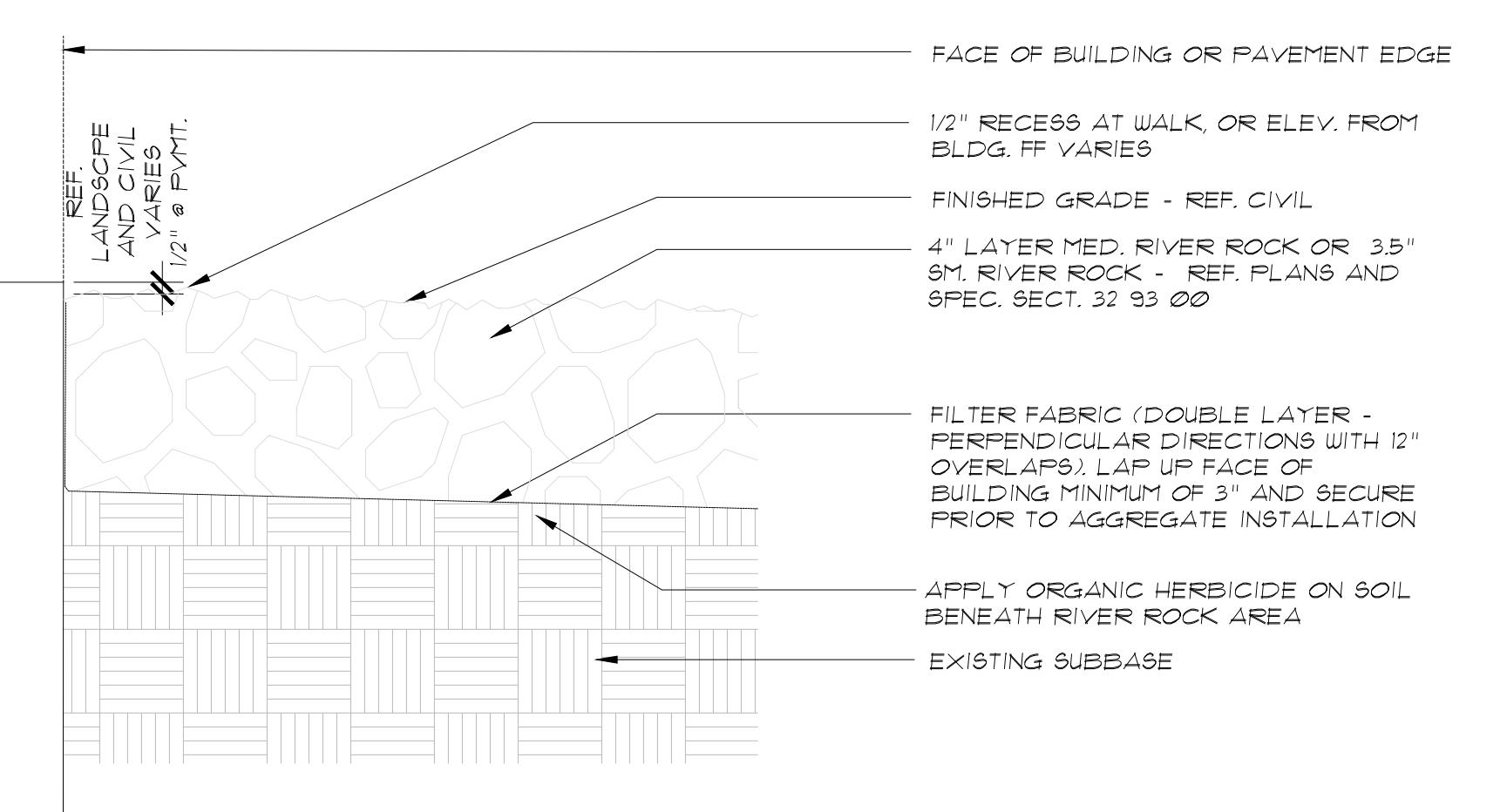
REQUIRED LANDSCAPE PER CITY OF GARLAND - SCREENING AND LANDSCAPE			
TOTAL LANDSCAPE AREA REQUIREMENT	REQUIRED	PROVIDED	Comments
LANDSCAPE MATERIALS MUST COVER A MINIMUM OF 10% OF A TOTAL SITE AREA = 29,828.75 SF X 10% = 2,982.90 SF	2,982.90 SF	4,067 SF	
LIVING LANDSCAPE COVERAGE REQUIRED BETWEEN BUILDING AND ANY STREET RIGHT OF WAY (plants, groundcover, turf, etc.)	YES	YES	
LANDSCAPE BUFFERS	REQUIRED	PROVIDED	Comments
BROADWAY BLVD. - THOROUGHFARE TYPE A			
131.00' TOTAL STREET FRONTAGE (DRIVES = 14.05' + 14.05' = 28.10')			
BUFFER WIDTH / LANDSCAPE SETBACK	15 FEET	16 FEET	
LANDSCAPE REQUIREMENT:			
1 SHADE TREE PER 30 LF (3 ORN. = 2 SHADE TREE NEAR OHE)	4 SHADE TREES	6 ORNAMENTAL TREES	3 ORNAMENTAL TREES : 2 SHADE TREES NEAR OHE
131.00 / 30 = 4.37 (ROUND TO 4 TREES)			
7 SHRUBS or ORNAMENTAL GRASSES PER 30 LF	28 SHRUBS	28 SHRUBS	
4 X 7 = 28 SHRUBS			
TURF GRASS MAXIMUM 75% COVERAGE OF BUFFER (15 X 131.00) X 75% = 1,474 SF TURF MAX)	1,474 SF TURF MAXIMUM	1,040 SF TURF	
PARKING LOT LANDSCAPING AND SCREENING	REQUIRED	PROVIDED	Comments
LANDSCAPE ISLANDS AND PARKING LOT TREES			
PARKING LOT TREES (1 LARGE CANOPY TREE PER 10 PARKING SPACES) AND A TREE AT THE TERMINUS OF EACH PARKING ROW	6	6	1 LARGE CANOPY TREE AT THE TERMINUS OF EACH PARKING ROW = 6 TREES
15 SPACES / 10 = 1.5 TREES (SEE COMMENTS)			
PARKING LOT TREES (EVERY PARKING SPACE WITHIN 65-FT OF A TREE)	YES	YES	
LIVING LANDSCAPE COVERAGE REQUIRED: 5% MIN. OF PARKING LOT 22,073 SF x 5% = 1,103.65 SF	1,104 SF	2,287 SF	
PARKING ISLANDS MIN. 6FT x 18FT	YES	YES	
UP TO 25% OF LARGE TREES MAY BE SUBSTITUTED FOR ORNAMENTAL TREES AT A RATE OF 3 ORN. TREES TO 1 LARGE TREE	ALLOWED	NOT NEEDED	
PARKING LOT SCREENING			
SCREENING OF PARKING WITH EITHER A ROW OF SHRUBS (MIN. 24" HT. AT INSTALLATION) OR BERM	YES	24" HIGH SHRUBS - 1 ROW	
SCREENING REQUIREMENTS	REQUIRED	PROVIDED	Comments
PERIMETER SCREENING BETWEEN NONRESIDENTIAL AND SINGLE FAMILY DEVELOPMENTS REQUIRED	NOT APPLICABLE	NO	
GROUND MOUNTED EQUIPMENT MUST BE SCREENED WITH EVERGREEN LIVING SCREEN, BERM, WALL, OR COMBINATION	YES	YES	



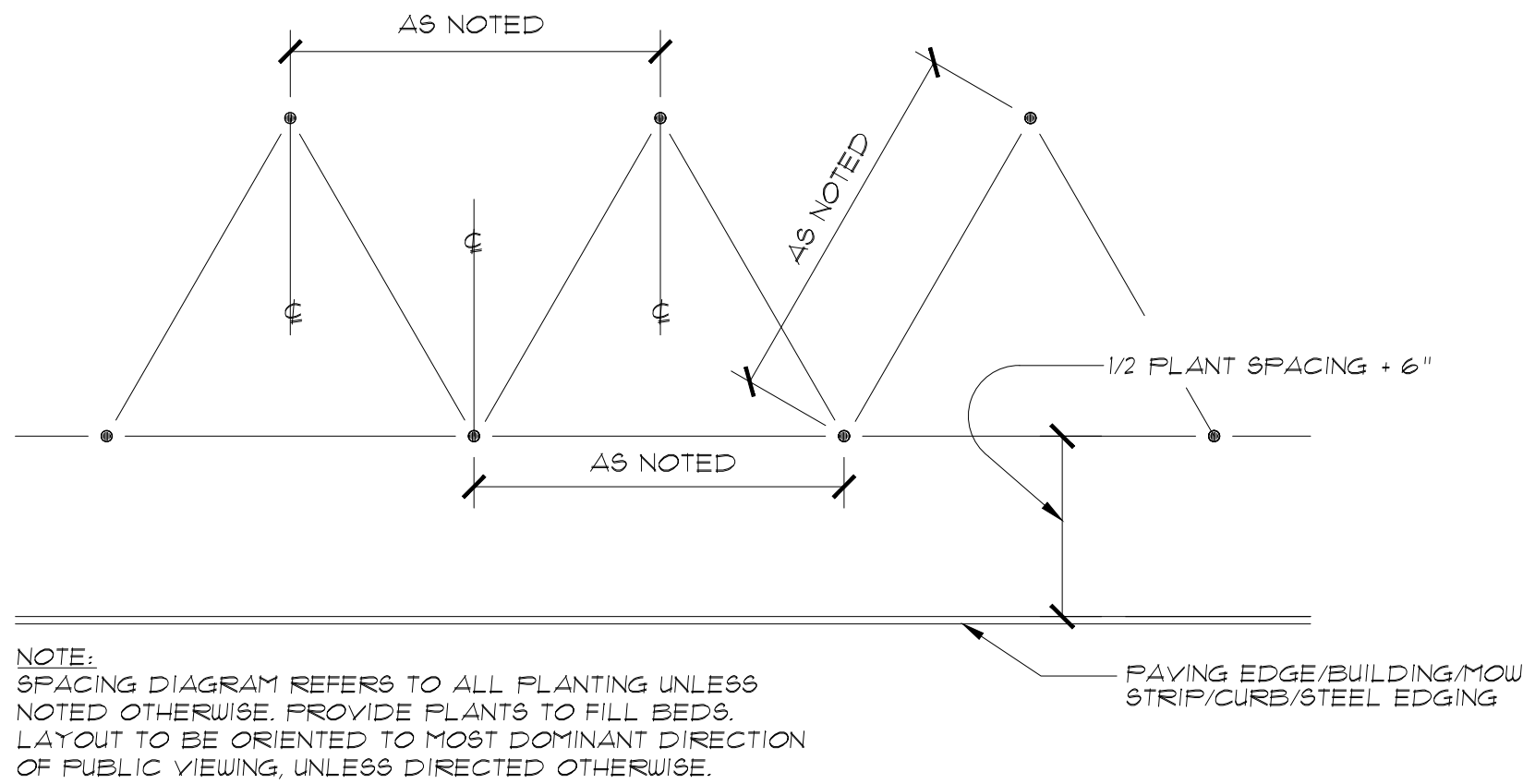
5 TURF AT EDGING AT PLANTER BED - SECT.
NTS



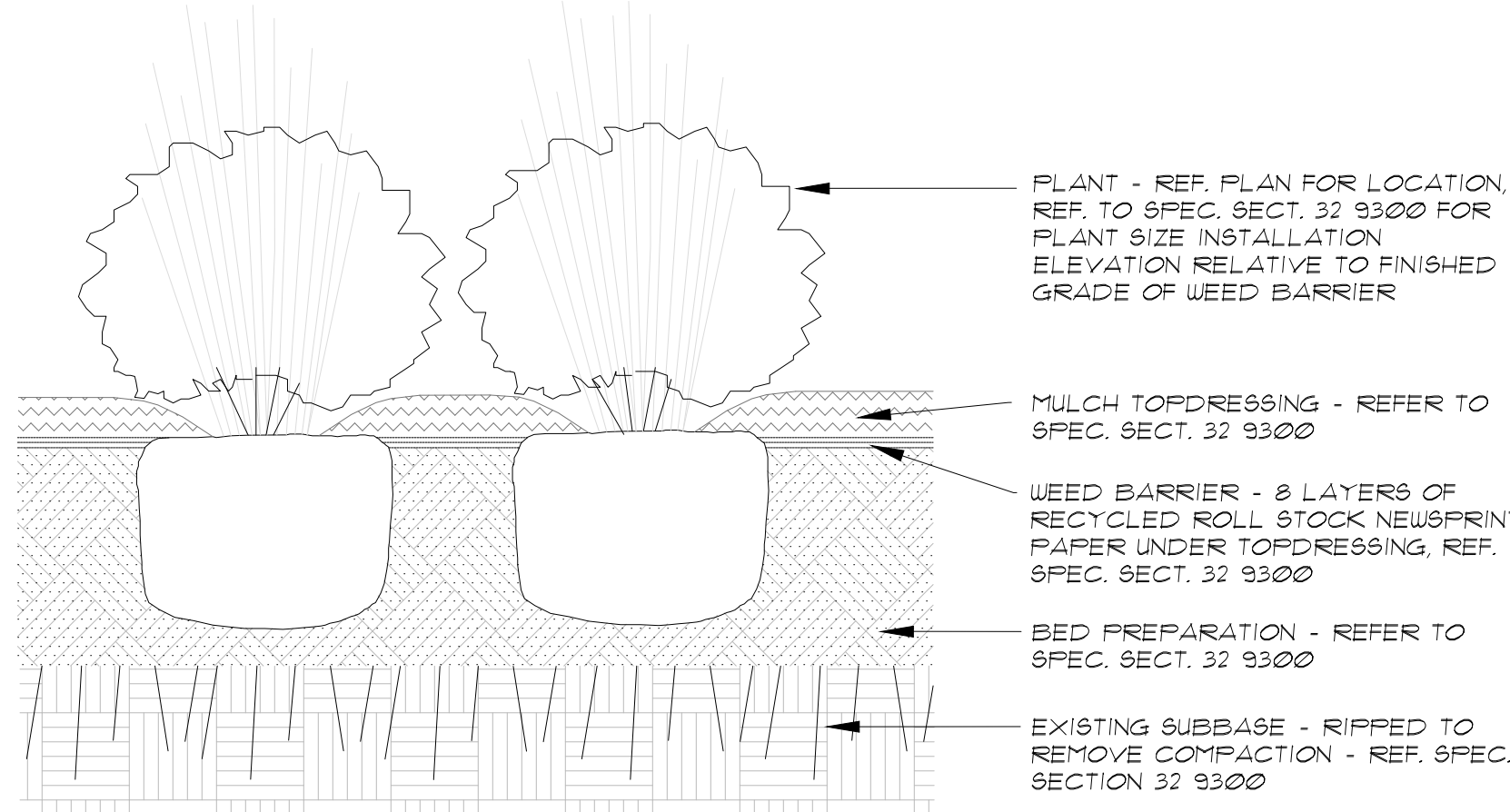
6 PLANTING BED AT EDGING AT RIVER ROCK - SECT.



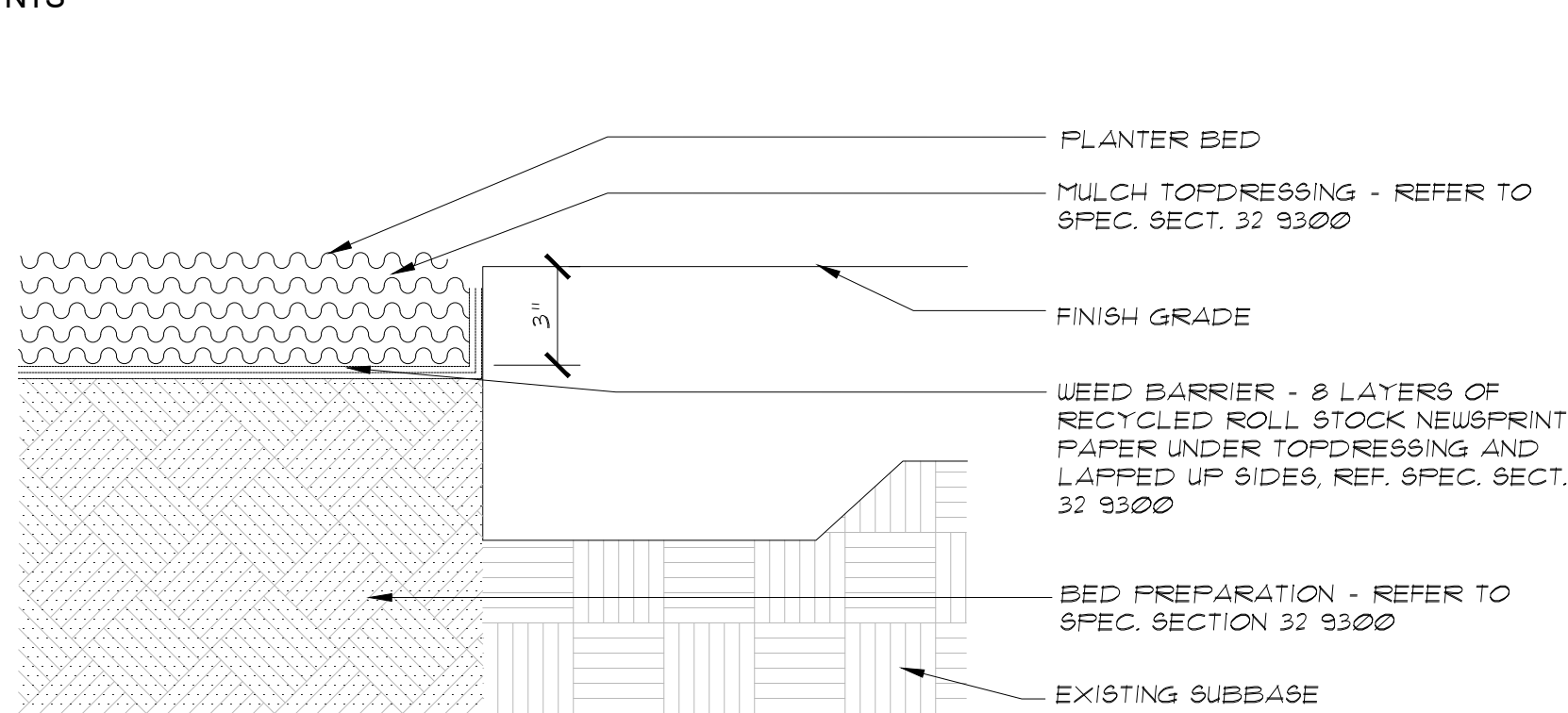
7 RIVER ROCK AT BUILDING/PAVING- SECTION
NTS



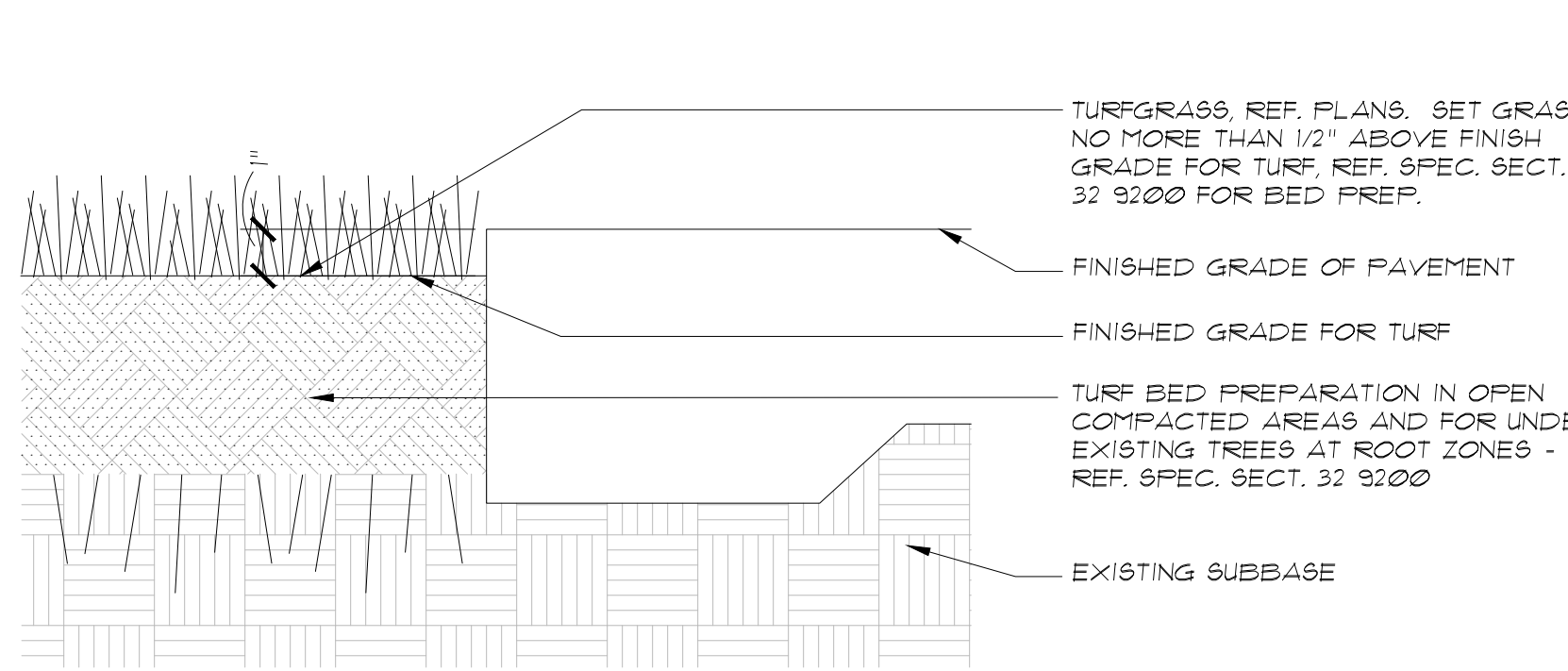
1 TRIANGULAR SPACING - PLAN
NTS



2 PLANTING BED - SECTION

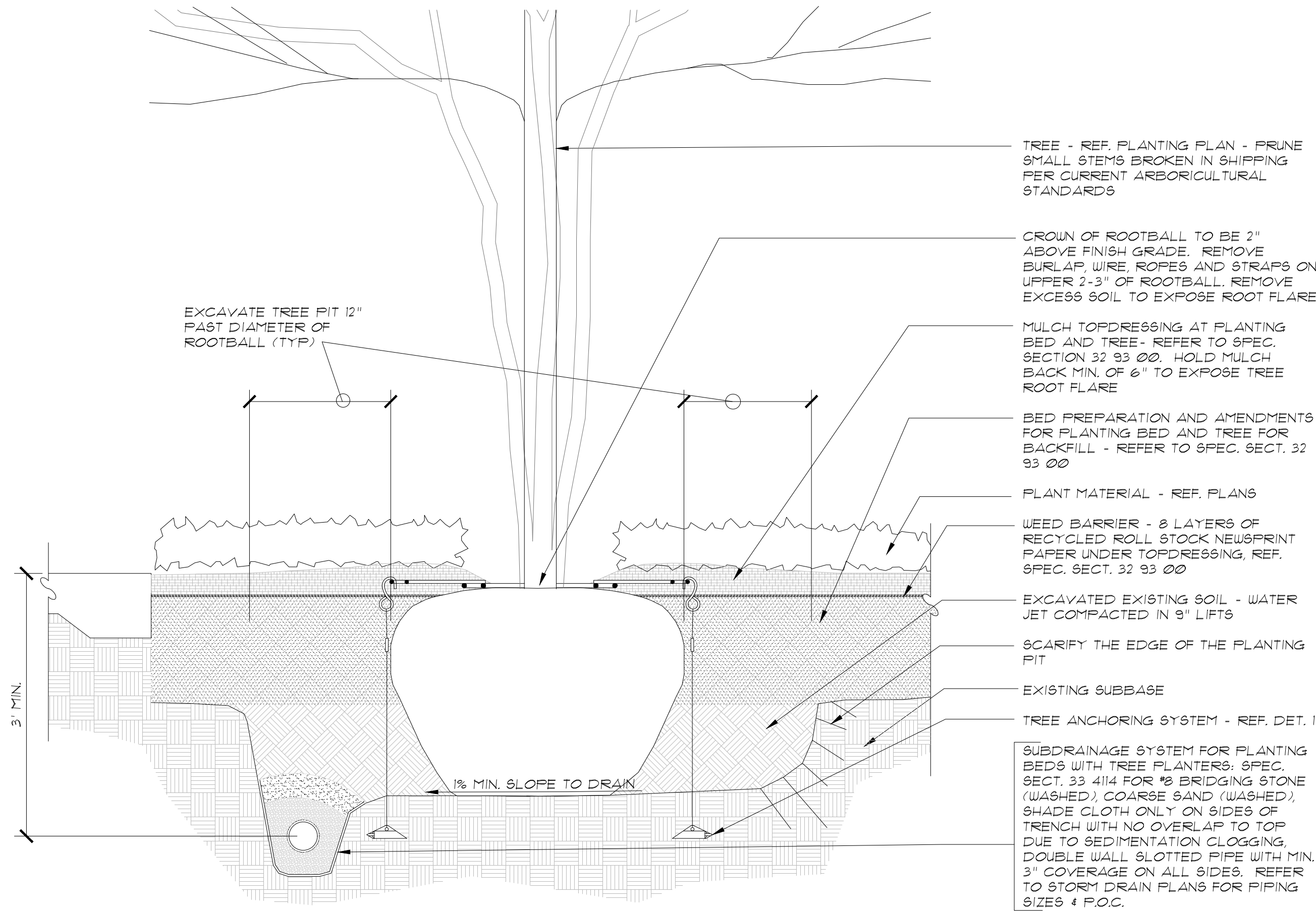


3 PLANTER BED AT PAVEMENT - SECTION

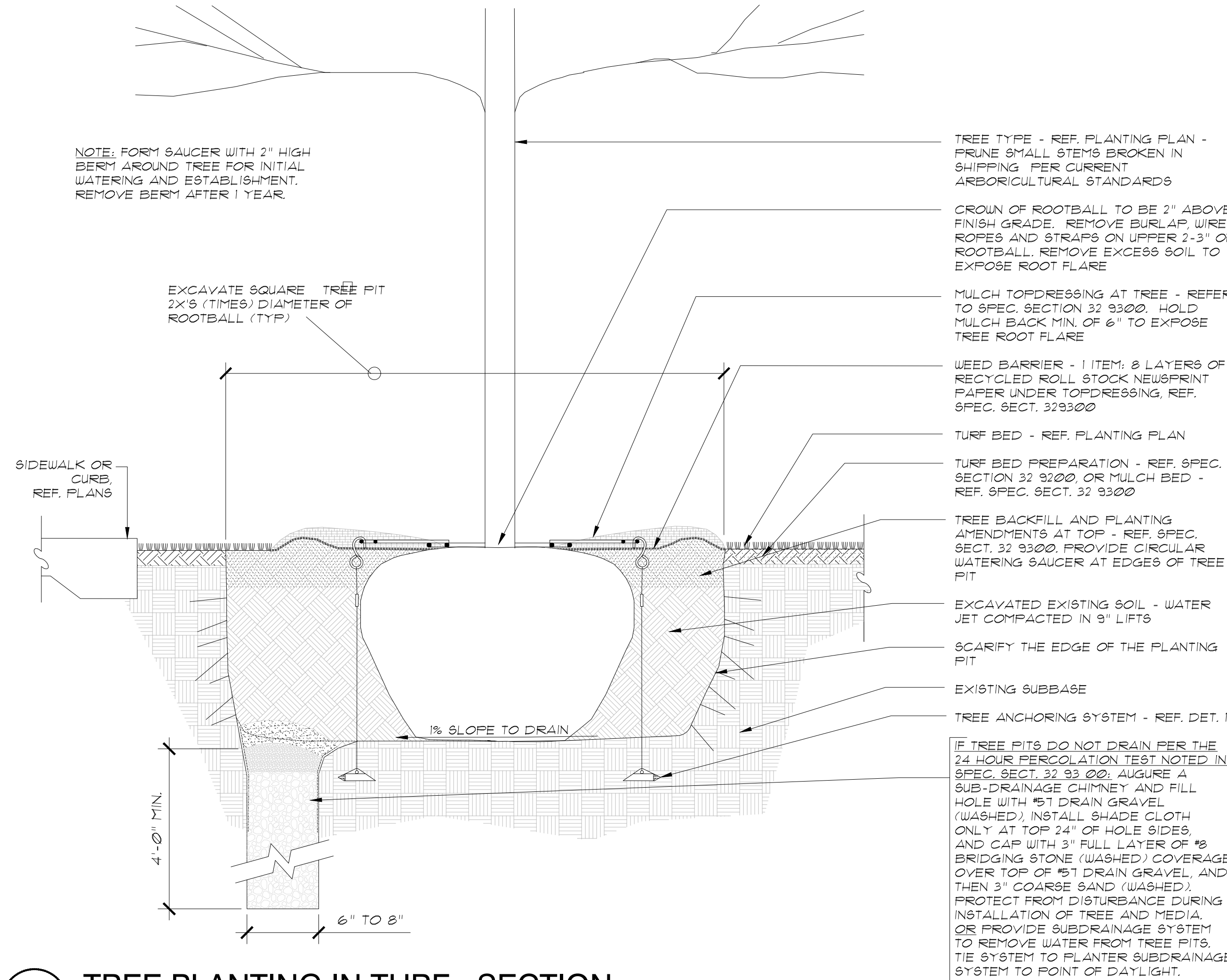


4 LAWN AT PAVEMENT - SECTION

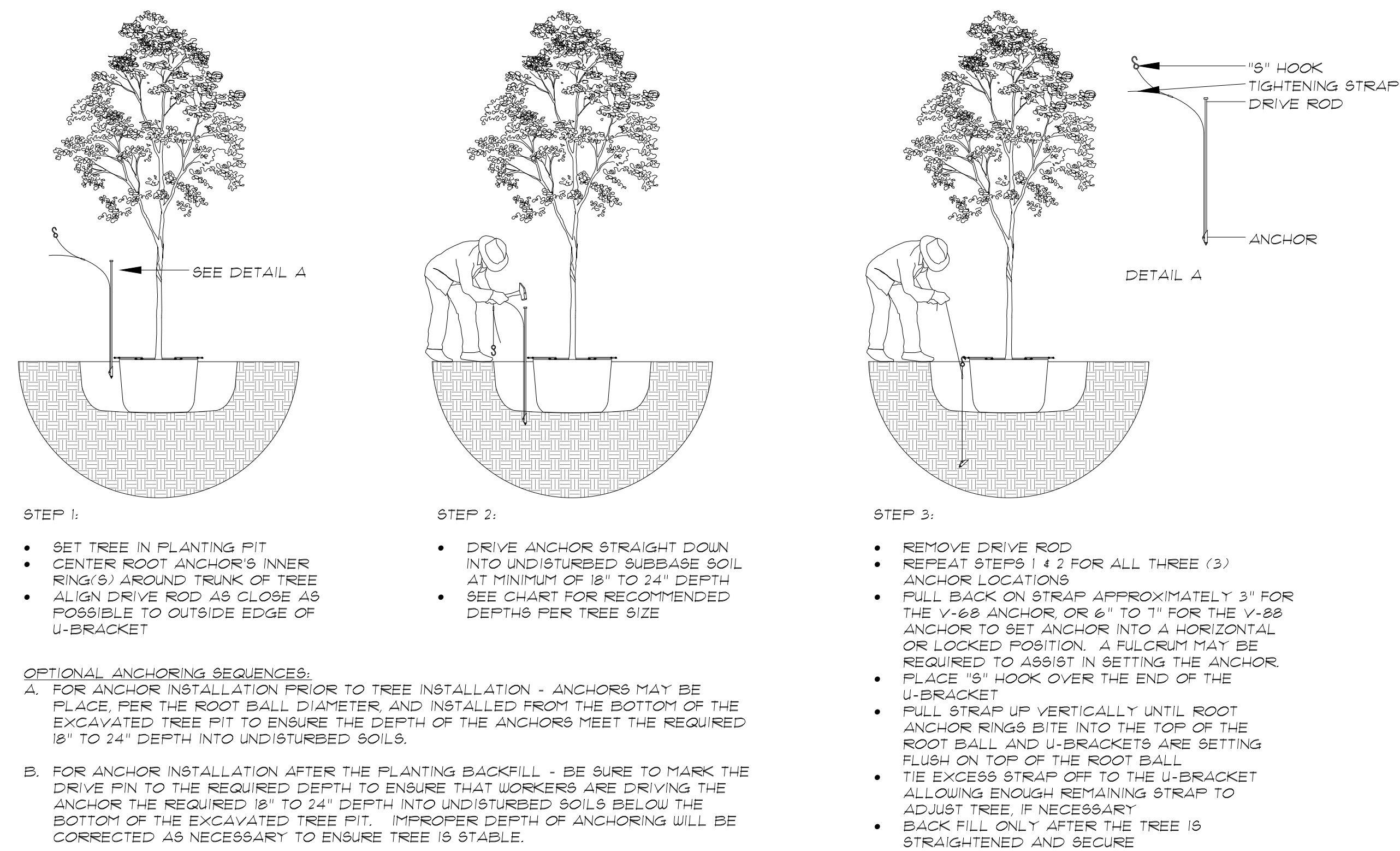




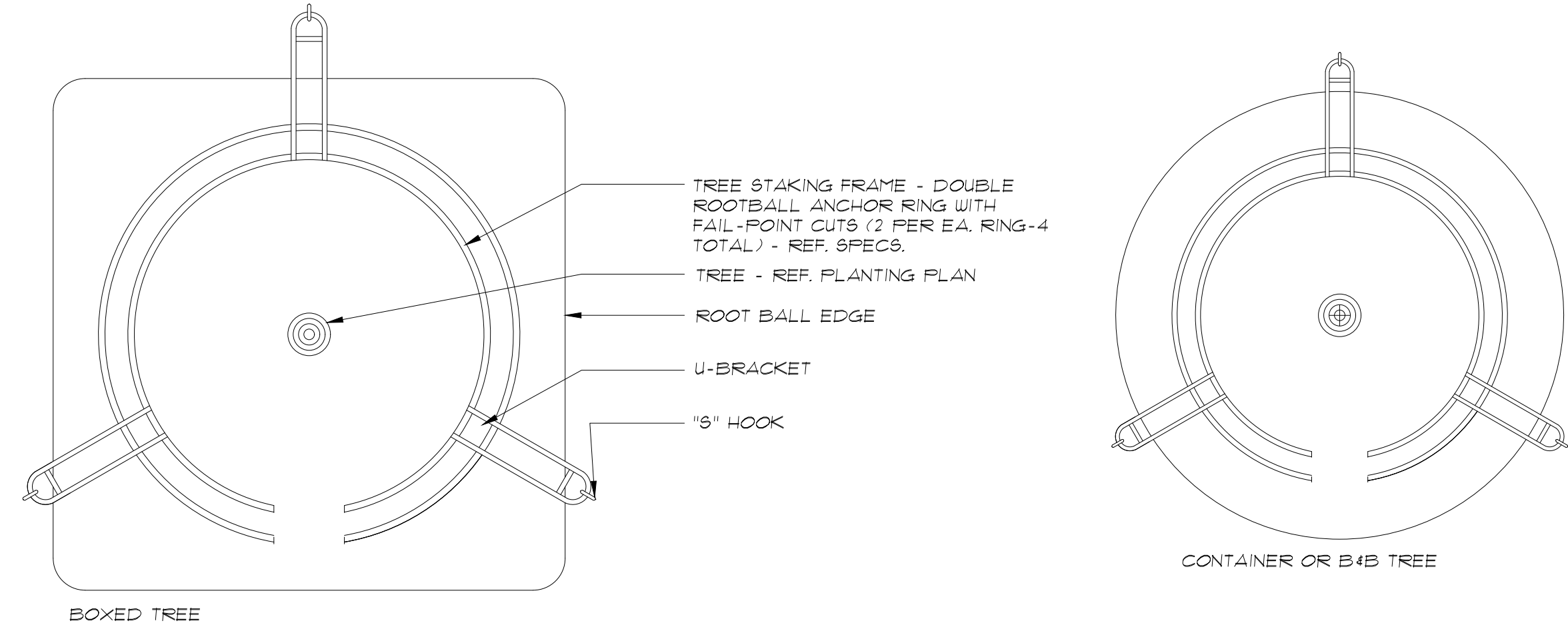
3 TREE PLANTING/STAKING IN PLANTING BED - SECTION
NTS



4 TREE PLANTING IN TURF - SECTION
NTS



1 TREE ANCHORING
NTS



2 TYPICAL TREE GROUND ANCHORNG - PLANS
NTS

PREPARE TREE AS PER SPECIFICATION SECTION 32 9300 PRIOR TO SETTING IN EXCAVATED PLANTING PIT.

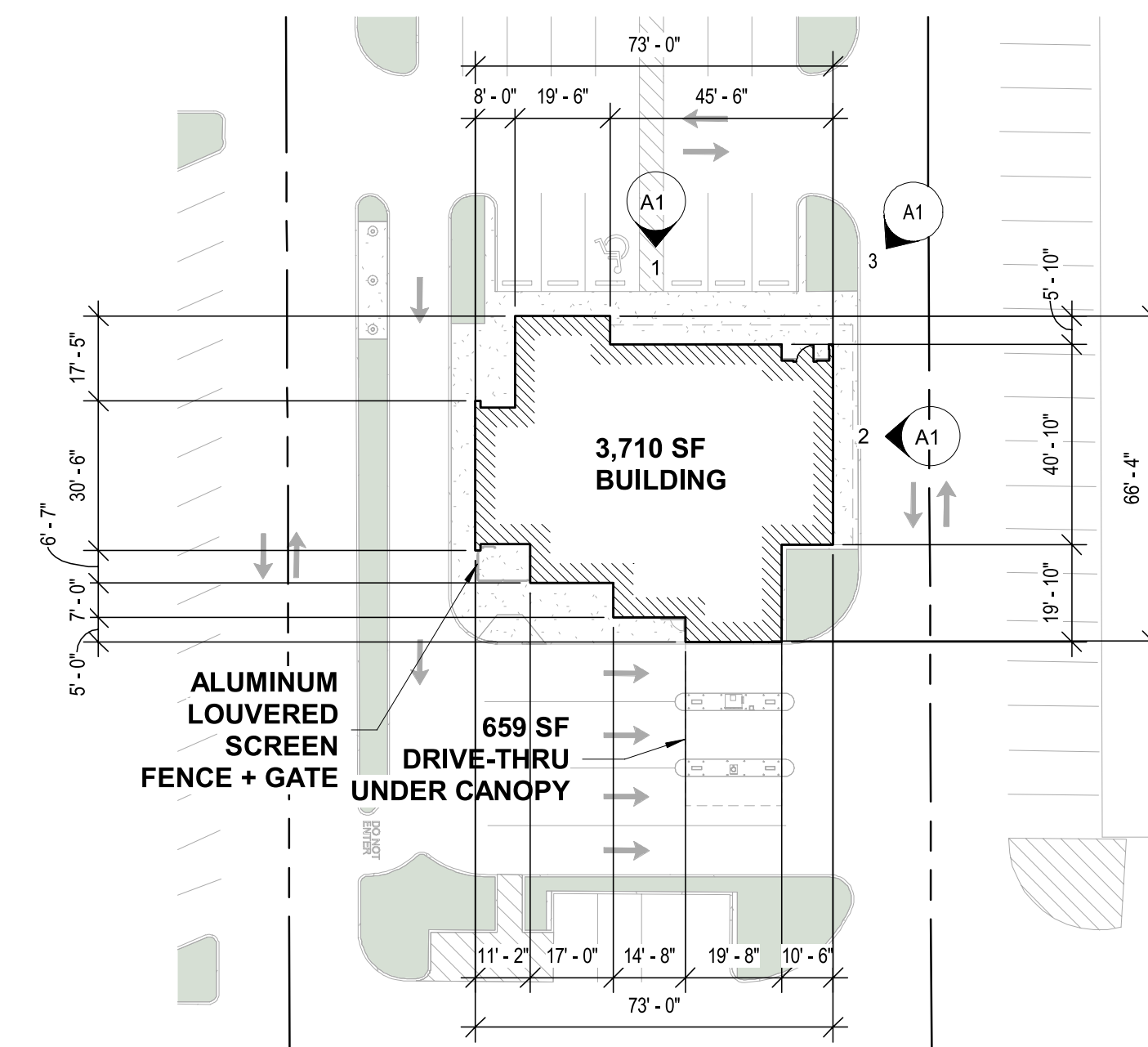
- REMOVE INVASIVE VEGETATION FROM TOP OF ROOT BALL.
- REMOVE EXCESS SOIL FROM TOP OF ROOT BALL TO EXPOSE TREE'S NATURAL ROOT FLARE TAPER.
- TRIM AWAY GIRDLING, CIRCLING AND SPIDER ROOTS AROUND EXPOSED ROOT FLARE.
- TOP OF PREPARED TREE SETS RELATIVE PLANTING DEPTH ABOVE FINISHED GRADE PER DETAILS AND SPECIFICATIONS.

Revisions:	Date:	Scale:	Project No:
	03-27-2023	AS NOTED	

EXTERIOR MATERIALS SCHEDULE



MATERIAL	AREA	PERCENTAGE
SOUTH ELEVATION (FRONT)		
3 PART STUCCO	474 SF	52%
ACM PANELS	139 SF	15%
LIMESTONE VENEER	304 SF	33%
WEST ELEVATION (SIDE)		
3 PART STUCCO	1213 SF	81%
ACM PANELS	70 SF	5%
LIMESTONE VENEER	212 SF	14%
Grand total	2412 SF	

 **ELEVATIONS - KEY PLAN**

PROJECT DESCRIPTION

ZONING EXISTING / PROPOSED: COMMUNITY RETAIL

GROSS BUILDING FLOOR AREA:
Building 3,710 SF
Canopy 659 SF

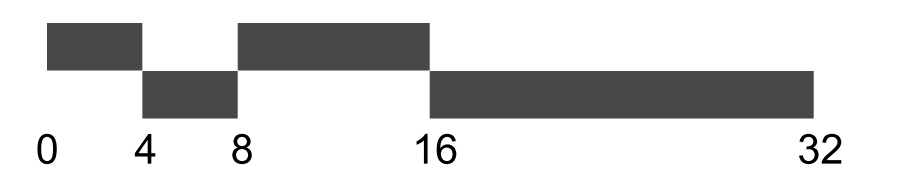
HEIGHT :
30'-4" above grade line

NUMBER OF FLOORS:
1

GDC 4.83 [NON RESIDENTIAL BUILDING MATERIALS & DESIGN]

- (a) AWNINGS / CANOPIES
- (c) DIVIDED LIGHT WINDOWS
- (d) TRANSOMS
- (g) RECESSED ENTRIES
- (h) ORNAMENTAL WINDOW HEADS
- (n) VARIED ROOF HEIGHTS

GRAPHIC SCALE

$$1/8'' = 1'-0''$$


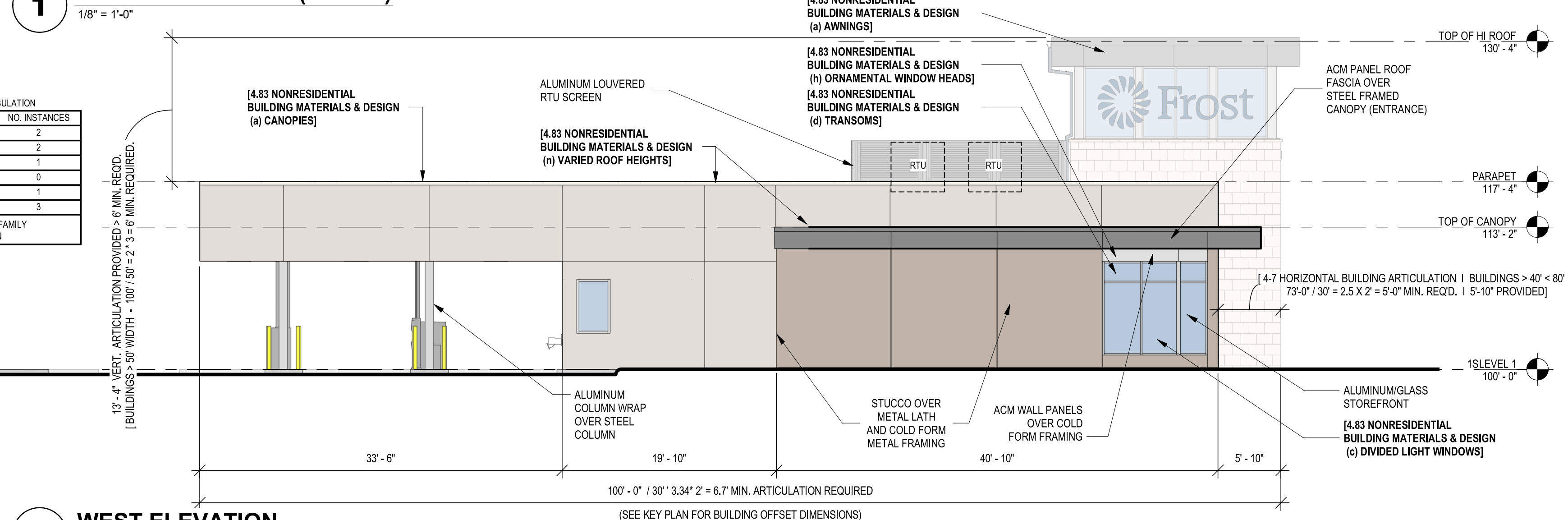
ELEVATION PLAN

FROST BANK (PROJECT NAME / PROPOSED USE)

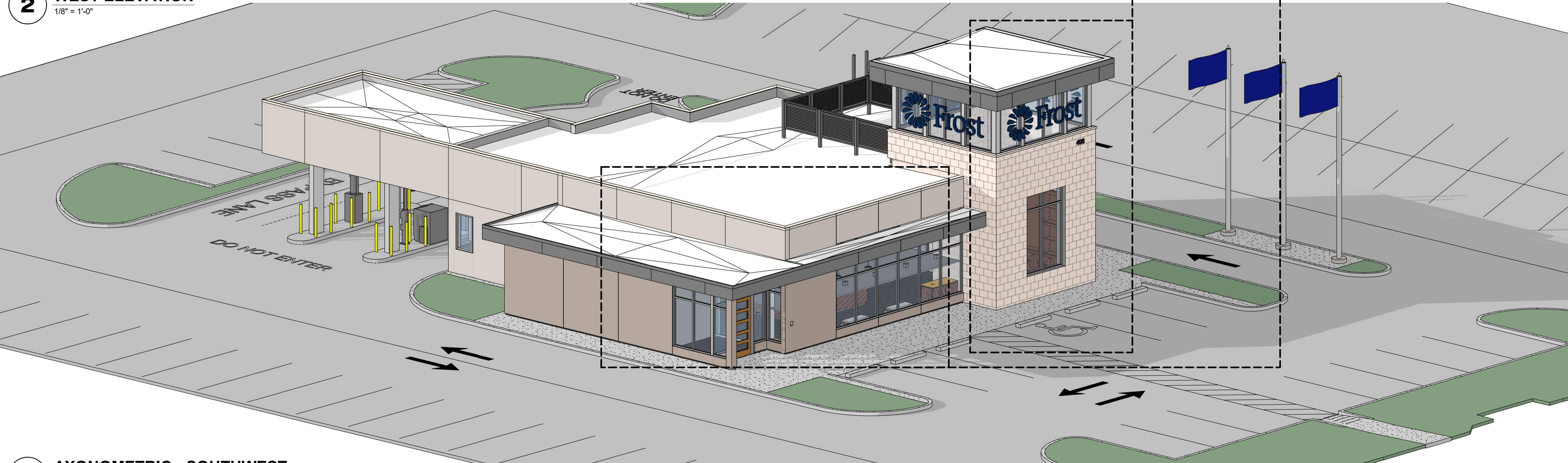
SOUTH GARLAND

3150 BROADWAY BLVD.,
GARLAND, TX 75043 [PROJECT ADDRESS]
DATE: 02/01/2023 [DATE OF PREPARATION]

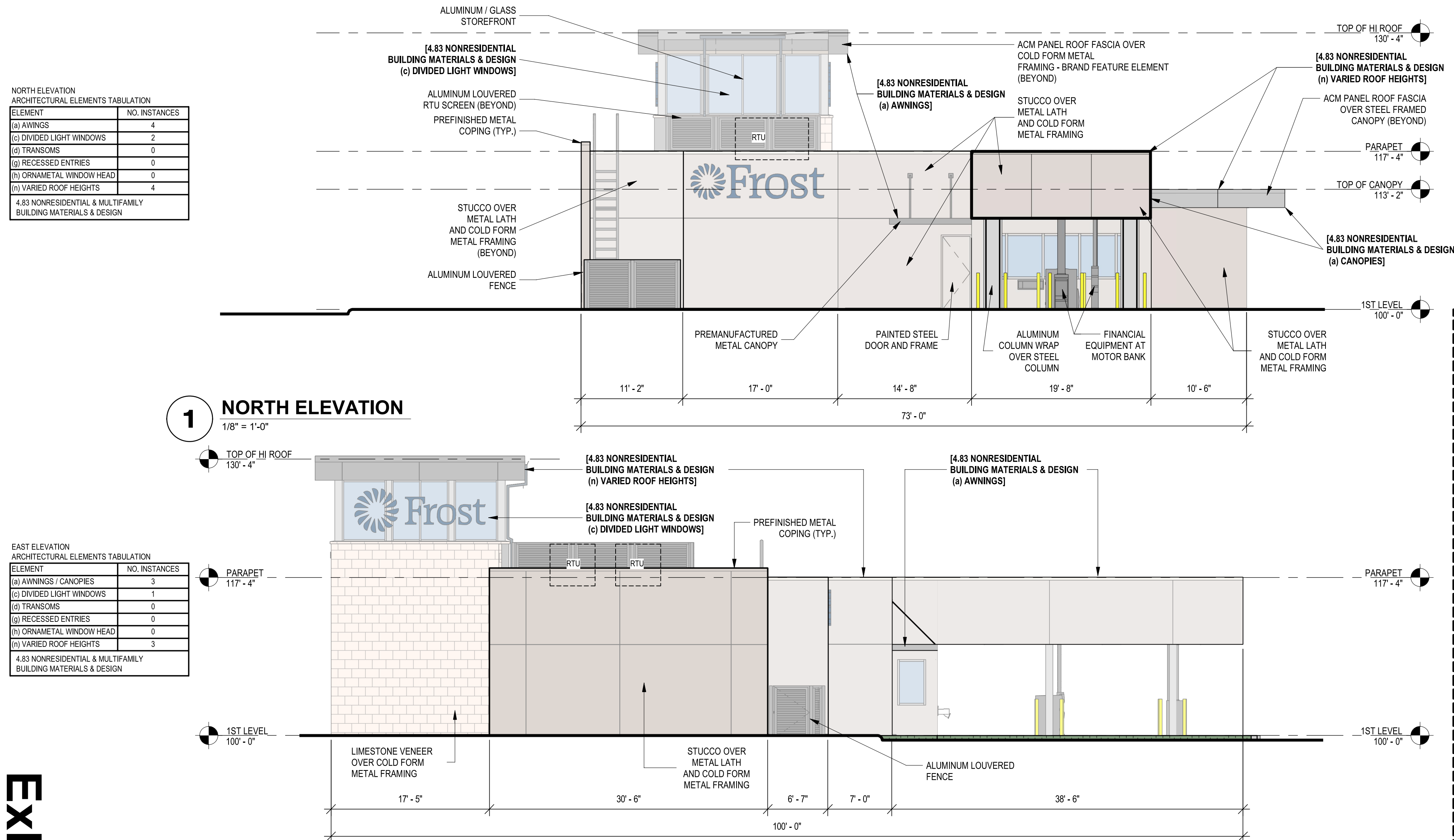
A1



2 WEST ELEVATION



2 AXONOMETRIC - SOUTHWEST



02.01.2023 - TECHNICAL REVIEW RESPONSE: REVISED CASE NUMBER.

PRE-SUBMITTAL CASE NUMBER (221129-2)

ELEVATION PLAN

FROST BANK [PROJECT NAME / PROPOSED USE]
SOUTH GARLAND
3150 BROADWAY BLVD.,
GARLAND, TX 75043 [PROJECT ADDRESS]
DATE: 02/01/2023 [DATE OF PREPARATION]

Hahnfeld Hoffer Stanford
PREPARED INFO: KALEB BOYETTE
200 Bailey Ave., Suite 200
Fort Worth, Texas 76107
817.921.5928



architects
planners
interiors



REPORT & MINUTES

P.C. Meeting, April 10, 2023

4f. APPROVED Consideration of the application of **Wier & Associates, INC.**, requesting approval of a Plan for a Financial Institution, Drive-Through Use. This property is located at 3150 Broadway Boulevard. (District 3) (File Z 23-03 – Plan)

Motion was made by Commissioner Williams to amend the motion and **approve** the application with the Specific Use Provision for a 25-year period. Seconded by Commissioner Paris. **Motion carried: 8 Ayes, 0 Nays.**

To date we have not received any responses for this case.



GARLAND
TEXAS MADE HERE

The applicant requests approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

City Council Meeting

May 2, 2023

Z 23-03

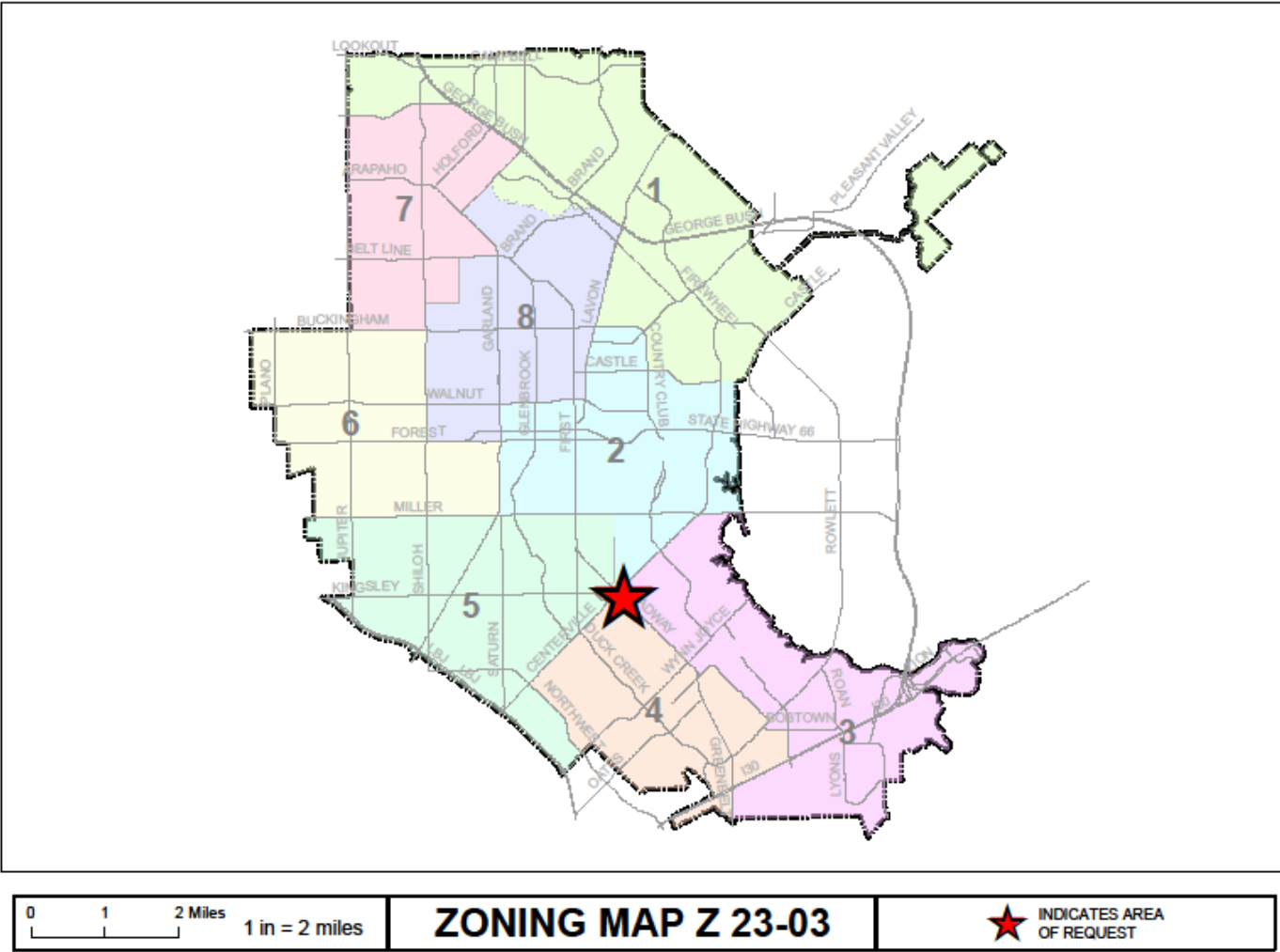
CASE INFORMATION

Location:	3150 Broadway Boulevard
Applicant:	Wier & Associates
Owner:	GRAM Centerville Plaza, LLC
Acreage:	0.685 acres
Zoning:	Community Retail (CR) District



GARLAND
TEXAS MADE HERE

CITYWIDE LOCATION MAP

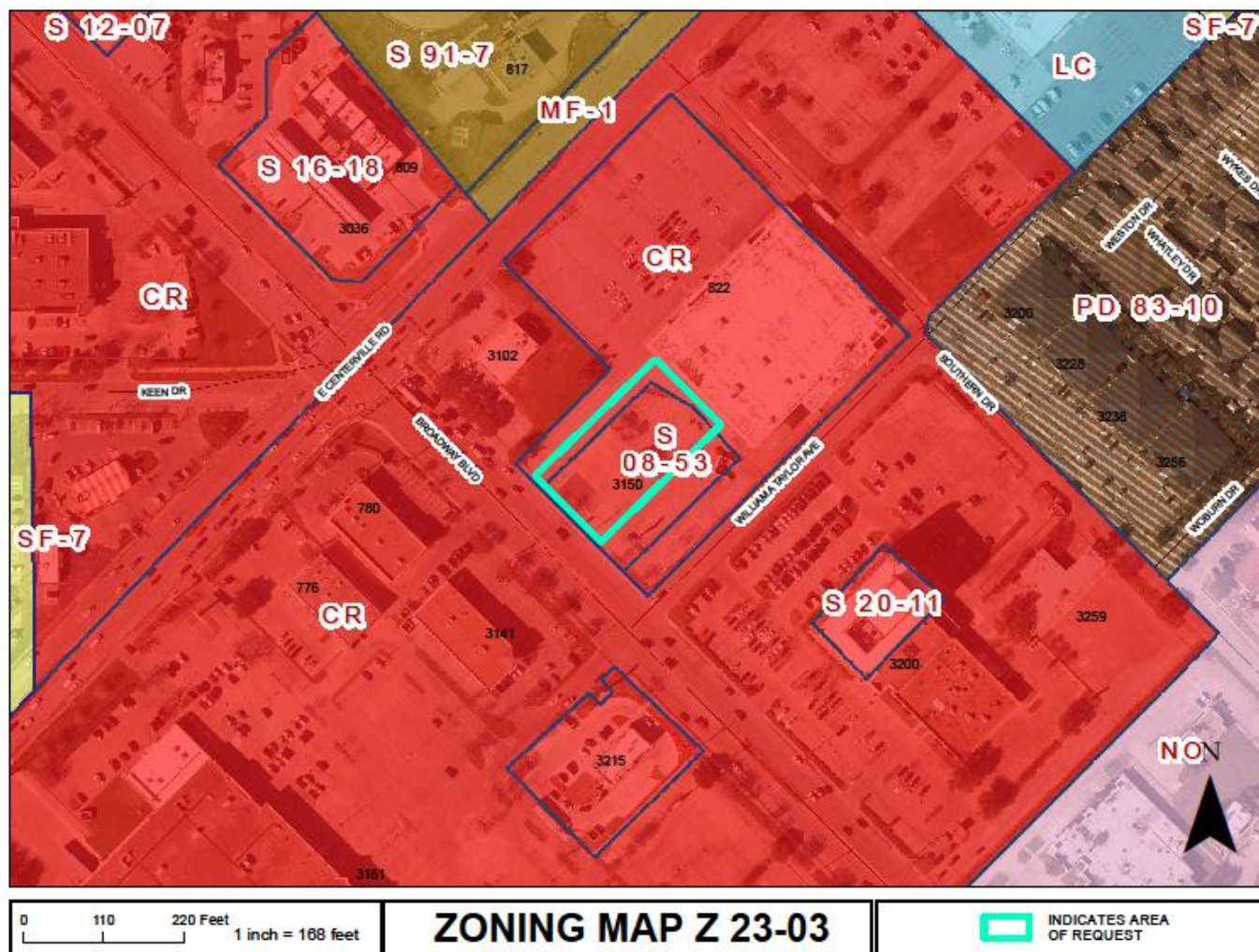


Z 23-03



GARLAND
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LOCATION MAP



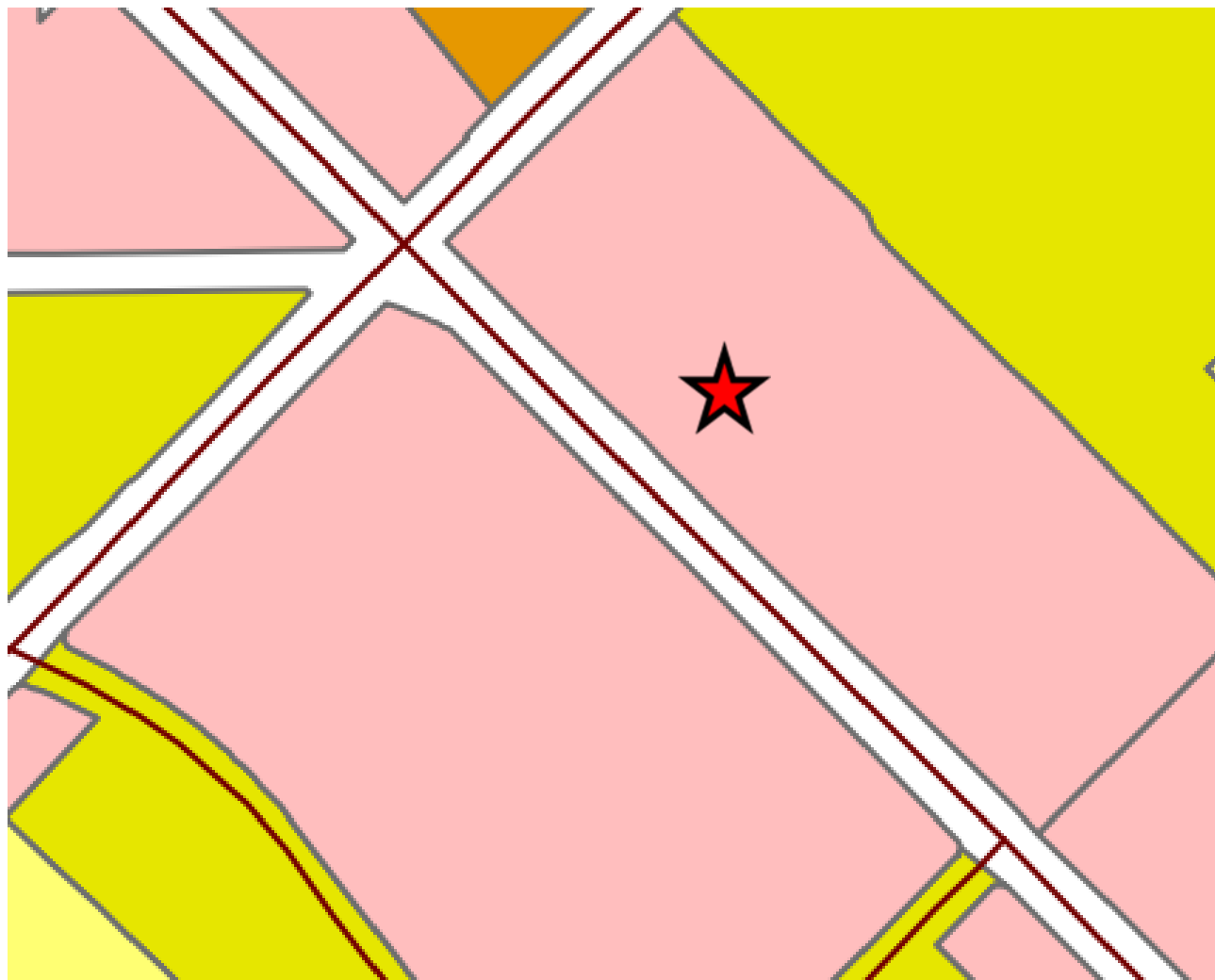
3150 Broadway Boulevard

Z 23-03



GARLAND
TEXAS MADE HERE

COMPREHENSIVE PLAN



 *Neighborhood Centers*

Z 23-03

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site.

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site. Neighborhood centers provide a mix of retail, services and community gathering places. This center should be appropriately scaled to adjacent residential areas. This type of center is predominantly, but not exclusively, non-residential. Neighborhood centers are served by local roads and transit routes.

PHOTOS

Z 23-03



View of the subject site looking East from Broadway Boulevard



View from the subject site looking West across Broadway Boulevard



View from the subject site looking North along Broadway Boulevard showing retail stores

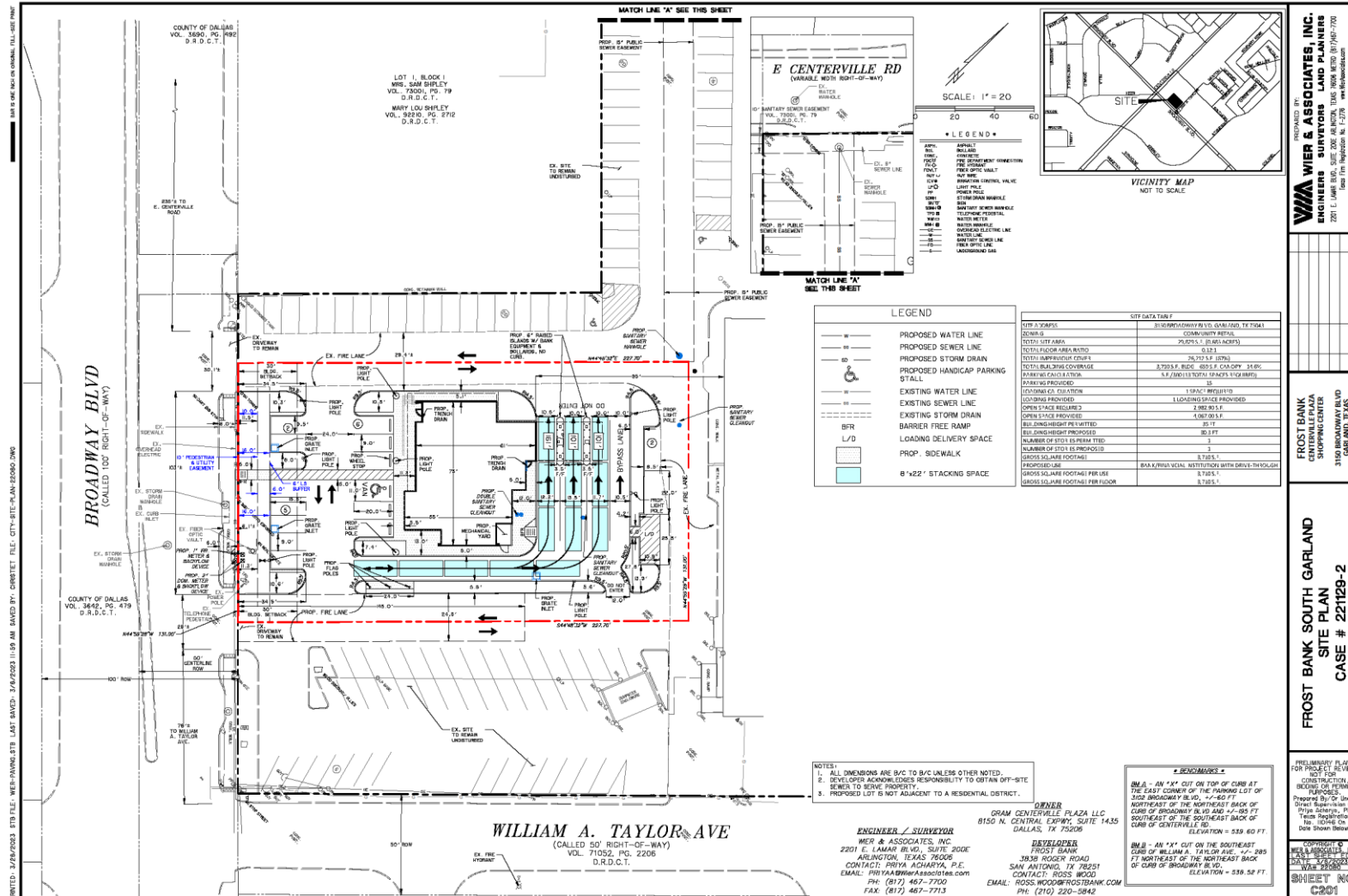


View from the subject site looking South down Broadway Boulevard



GARLAND
TEXAS MADE HERE

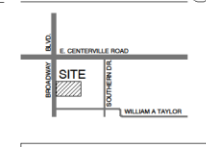
SITE PLAN



Z 23-03



PLANT AND MATERIAL LEGEND

[illegible]VICINITY MAP (NO SCALE) 

IRRIGATION

USE EFFICIENT IRRIGATION FOR ALL PLANTING AREAS:

- TURF AREAS WITH MP ROTATORS WHERE APPLICABLE
- NEW TREES WITH POP-UP STREAM EMITTERS
- PLANTING BEDS TO MEET TCEQ, CITY OF GARLAND CO. DRIP OR POP-UP STREAM EMITTERS

PLANT AND MATERIALS SCHEDULE:
REFER TO THIS SHEET

CITY ORDINANCE REQUIREMENTS SUMMARY:
REFER TO SHEET C3-2

SPECIFICATIONS:
32 84 00 - LANDSCAPE BRIGGATION
32 92 00 - TURF AND GRASSES
32 93 00 - LANDSCAPING
33 41 14 - LANDSCAPE DRAINAGE WITH BRIDGING STONE

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PLANT AND MATERIALS SCHEDULE

QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
MEDIUM AND LARGE TREES				
2	CE	CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	3" CAL MIN	10' - 12' HEIGHT: SINGLE STRAIGHT LEADER, FULL, MATCHED CHINQUE, PALS ONLY, PLANTED AS SHOWN
2	GP	CHINESE PISTACHE (MALE ONLY) / <i>PISTACHIA CHINENSIS</i>	3" CAL MIN	10' - 12' HEIGHT: STRAIGHT LEADER, FULL, MATCHED CHINQUE, PALS ONLY, PLANT AS SHOWN
2	LO	LIVE OAK / <i>QUERCUS VIRGINICA</i>	3" CAL MIN	10' - 12' KGs IT: SINGLE STRAIGHT LEADER, FULL, MATCHED CHINQUE, PLANTED AS SHOWN

QTY	CODE	COMMON NAME - SCIENTIFIC NAME	SIZE	REMARKS
5	CT	CHAS. W. BERRY LITSEAEAEUS CASTUS	2" CAL. MIN	8'-8" HEIGHT, MULT. TRUNK, FULL, MATCHED CANOPIES, 5 CAMES, PLANTED AS SHOWN
3	PH	POSSUMHAW / ILEX DECIDUA	2" CAL. MIN	9'-8" HEIGHT, MULT. TRUNK, FULL, MATCHED CANOPIES, 3 CAMES, PLANTED AS SHOWN
QTY	CODE	COMMON NAME - SCIENTIFIC NAME	SIZE	REMARKS

31	BF	BERKELEY GEDDIE (DIPLODENDRA)	1 GAL	14" OC 5/5 PLANTS/SP. TRIANGULAR SPAGNOS 10" MIN HEIGHT, 1 LLL TO BASE, HEAVILY HOOD ED
32	MFU	MEXCAN FEATHER SPAGNOS / NASCILLA TON-BSIMA	1 GAL	14" OC 0 4/8 PLANTS/SP. TRIANGULAR SPAGNOS OR PLANTED AS SHOWN 10" MIN HEIGHT, 1/3 TO BASE, HEAVILY ROOTED
39	PVY	PURPLE-LEAFED YONKEE (DIPLODENDRA)	1 GAL	18" OC 0 4/8 PLANTS/SP. TRIANGULAR SPAGNOS MIN 3 3/8" HDS. FULL TO BASE, HEAVILY ROOTED
26	DPH	FINNEY RUFFORD HOLLY / FICUS CORNUTA RUFFORD	1 GAL MIN	36" OC 5/5 IF ROW, 74" MIN HEIGHT AT PLANTING FULL TO BASE, HEAVILY ROOTED

QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
	TURF GRASS			
FIELD	900	TRIFOLIUM HYDRUNGERIA / CYNODON	SOLD 900	REFER TO SPECS

QTY	CODE	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
MATERIALS				
FIELD	GRF	SMALL NATIVE RIVER ROCK	CY	3-1/2" DEPTH WASHED RIVER ROCK AS PROVIDED BY WHZQ
VEGET				8 ONE 1-800-986-4551. ON SMALL NATIVE GRAVEL AS PROVIDED BY CUSTOM STONE SUPPLY 1-866-626-1364 WITH TWO LAYERS

[illegible]

1 LANDSCAPE PLANTING PLAN

LANDSCAPE PLANTING NOTES

- [illegible]

CCA
LANDSCAPE

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12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.799.9105
info@ccalandscapearchitects.com



OWNER / APPLICANT:
FROST BANK
3838 ROGER ROAD
SAN ANTONIO, TX 78201
CONTACT: ROSS WOOD
ross.wood@frostbank.com
210.383.5000

FROST BANK, GARLAND SOUTH
 PART OF LOT 1, BLOCK 1,
 CENTERVILLE PLAZA SHOPPING CENTER
 VOL. 79201, PG. 706, D.R.D.C.T.
BROADWAY BLVD. GARI AND TX

Date:	09-27-2023
Scale:	" = 20'-0"
Revisions:	

LANDSCAPE
PLANTING
PLAN

SHEET

L3-1

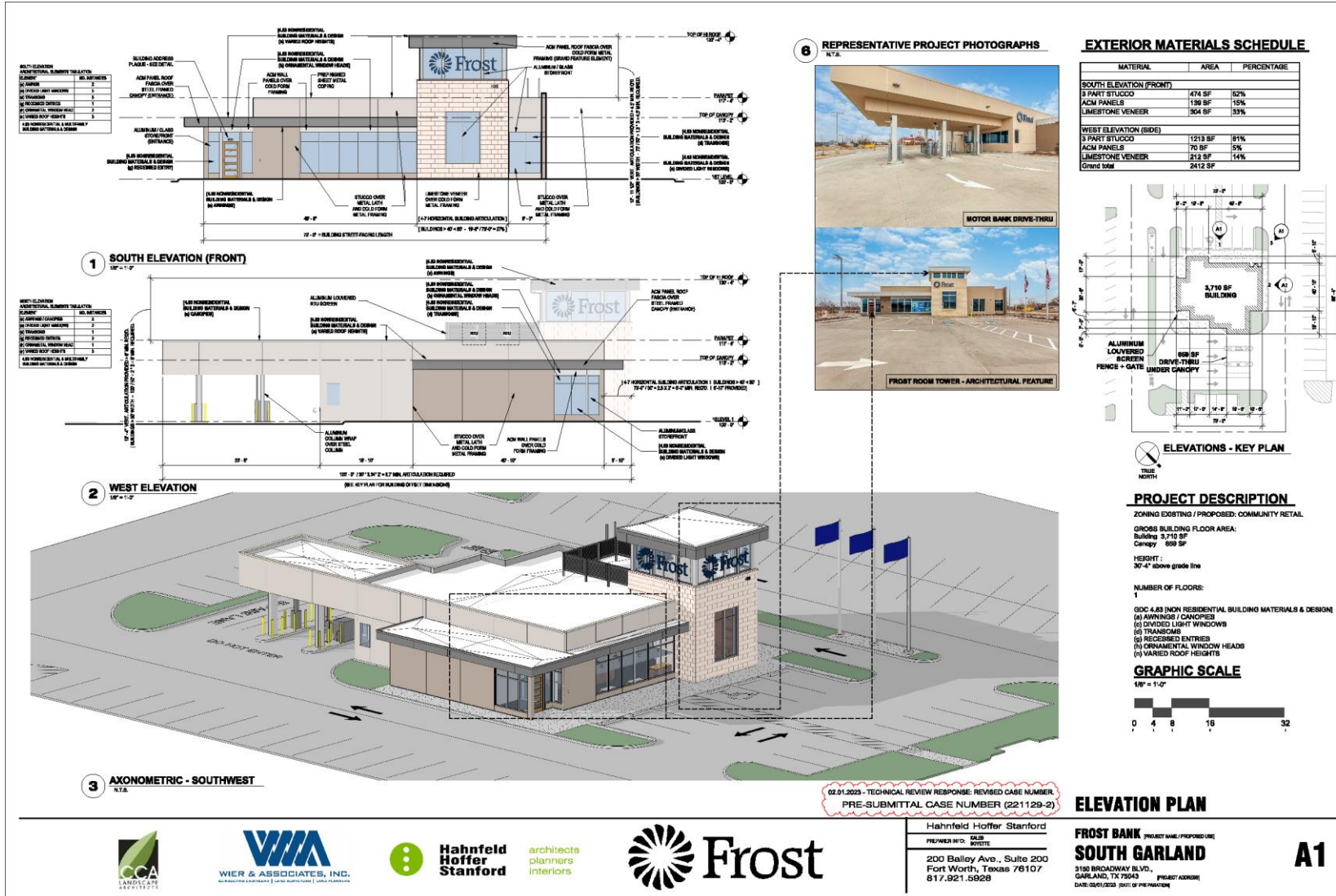
Z 23-03



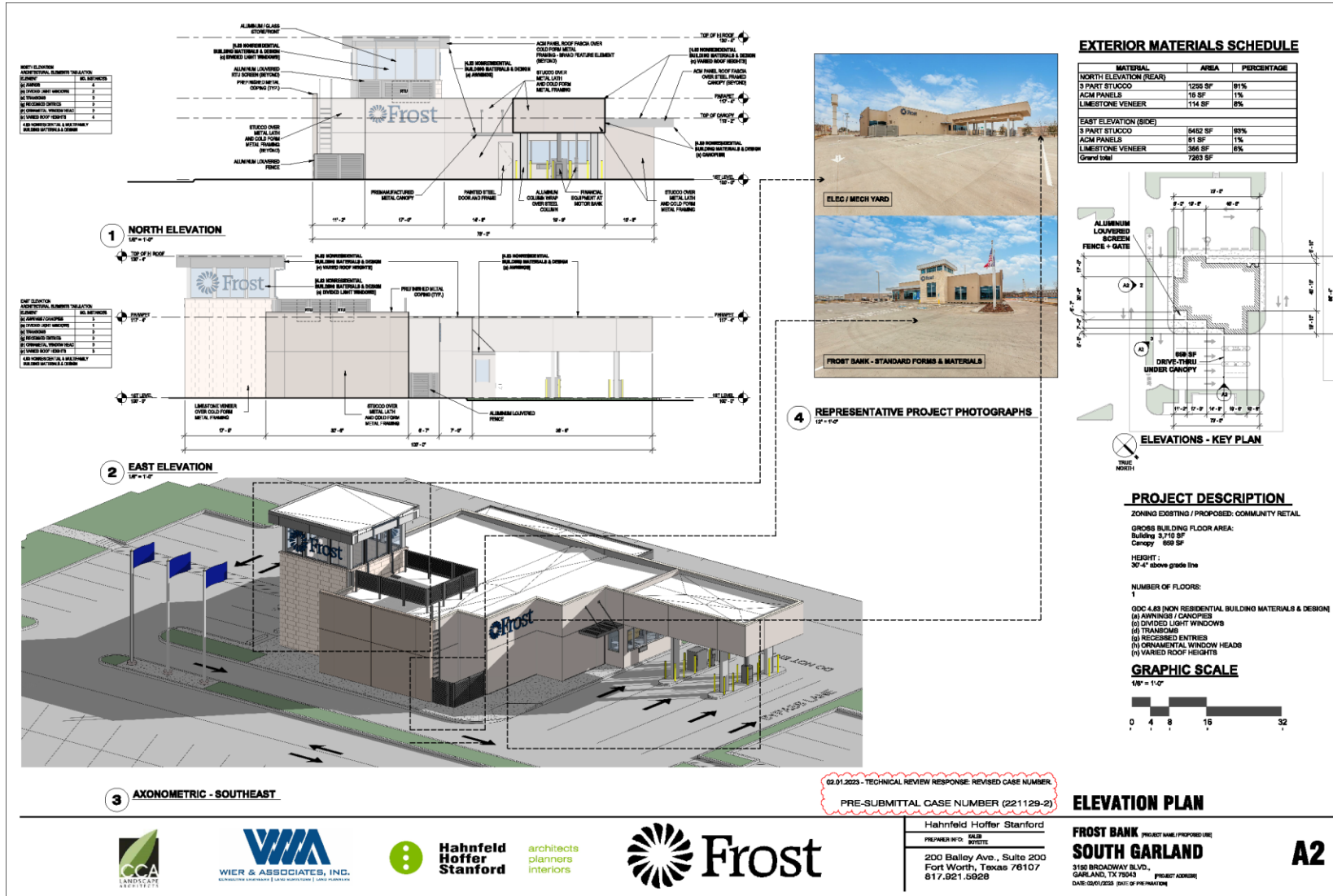
LANDSCAPE PLANTING DETAILS		DATE: 03-27-2023 SCALE: AS NOTED		REVISIONS:	
SHEET		2 OF 3			



BUILDING ELEVATIONS



BUILDING ELEVATIONS





SPECIFIC USE PROVISION

No Deviations are being requested by the applicant.

The applicant is requesting approval of an indefinite duration of the Specific Use Provision. The SUP Time Period Guide recommends twenty-five (25) to thirty (30) years for a Drive-Through Bank/ATM.



STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

Approval of a Plan for a Financial Institution, Drive-Through Service Use.

In addition, the Plan Commission may consider following the SUP Time Period Guide's recommendation of twenty-five (25) to thirty (30) years.



PLAN COMMISSION

On April 10, 2022 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Provision for twenty-five (25) years for a Financial Institution, Drive-Through Service Use on a property zoned Community Retail (CR) District.

The Plan Commission, by a vote of eight (8) to zero (0), also recommended approval of a Plan for a Financial Institution, Drive-Through Use.