

Council Chambers at City Hall
Tuesday, February 18, 2025
7 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

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

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on State Street as well as in the public parking garage behind City Hall. Persons who may need assistive listening devices or interpretation/translation services are asked to contact the City Secretary's Office at 972-205-2404 as soon as possible prior to the meeting so that we may do all we can to provide appropriate arrangements.

Garland City Council meetings are livestreamed and available on-demand at GarlandTX.tv. They are also broadcast on Spectrum Channel 16, Frontier Channel 44 and AT&T Uverse Channel 99. Closed captioning is available for each in English and Spanish.

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Webelos Pack 1978

CONSENT AGENDA

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

1. Approve the minutes of the February 4, 2025 Regular Meeting and the January 22, 2025 Joint Meeting with the Plan Commission

2. Approve the following bids:

- a. **Ronald E. Jones Municipal Building** **Bid No. 0594-25**

McKinstry Essention, LLC **\$5,175,267.00**

This request is to provide for facility upgrades for building automation, and improved mechanical and electrical systems for the Ronald E. Jones Municipal Building.

- b. **North Garland Branch Library Improvements** **Bid No. 0593-25**

McKinstry Essession, LLC **\$367,670.00**

This request is for critical facility upgrades at the North Garland Branch Library to improve efficiency, safety, and sustainability.

- c. **South Garland Branch Library Improvements** **Bid No. 0592-25**

McKinstry Essention, LLC **\$1,198,613.00**

This request is for essential facility upgrades at the South Garland Branch Library to enhance efficiency, reliability, and sustainability.

- d. **Peripheral Equipment for 2025 Police Vehicles** **Bid No. 0522-25**

**GT Distributors Inc., Dana Safety Supply, Stop Stick Ltd, \$517,085.14
and Kustom Signals, Inc.**

This request is to authorize the City Manager or his designee to execute the purchase of safety and technology equipment for the police vehicles that were purchased through BID# 0442-25. Most of the peripheral equipment will not transfer to the new vehicles.

- e. **EMS Supplies** **Bid No. 0493-25**

Bound Tree Medical, LLC **\$350,000.00**

This request is for Garland Fire Department Emergency Medical Service (EMS) Supplies.

- f. **GP&L Emergency Restoration Management Services** **Bid No. 0268-25**

Midcon Energy and Collective Strategic Resources, LLC. \$1,000,000.00

This request is to obtain an emergency restoration management company for use in securing electrical contractors to perform emergency restoration work for the GP&L overhead and underground distribution system.

- g. **GP&L Grandfalls to King Mountain 345kV Transmission
Line Engineering Services** **Bid No. 0552-25**

Burns & McDonnell Engineering Company, Inc. **\$1,264,000.00**

This request is to obtain engineering services needed to provide project design and support for the construction of a 345kV transmission line in Upton County, Texas that will connect the existing GP&L King Mountain Station to the new Grandfalls Station. This is part of the GP&L King Mountain Station to Grandfalls Station 345kv Transmission Line CIP project.

3. **2024 Edward Byrne Memorial Justice Assistance Grant (JAG)**

Authorize the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding (MOU) with the City of Dallas in order to obtain funding for the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) program. Council considered this item at the February 17, 2025 Work Session.

4. **Agreement to Purchase Real Property near LBJ & South Shiloh Road**

Authorize the City Manager to execute an Agreement to Purchase Real Property located between South Shiloh and Leon Roads south of the intersection of South Garland and South Shiloh Roads. Council considered this item at the February 17, 2025 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

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

5. **Hold public hearing(s) on:**

a. **Consider approval of an ordinance amending the TIF #3 Project and Financing Plan**

Hold a public hearing and consider approval of an ordinance amending the TIF #3 Project and Finance Plan which includes extending the termination date to December 31, 2055. Council considered this item at the February 3, 2025 Work Session.

6. **Hold public hearing(s) on the following Zoning Case(s):**

a. **Consider a request by Prime Data Centers/Munsch Hardt Kopf & Harr proposing an expansion of the existing Planned Development (PD) District 23-47 for a Data Center and Electric Substations to the northeast corner of Arapaho Road and Holford Road, currently zoned Agricultural (AG) District. The site is located at 2000 Holford Road in District 7.**

The developer has requested that this item be considered at the April 1, 2025 Regular Meeting. Consider and take appropriate action on the application of Prime Data Centers / Munsch Hardt Kopf & Harr, requesting approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) an updated Concept Plan for a Data Center and Electric Substations. The site is located at the Northeast Corner of Arapaho Road and Holford Road. (District 7) (File Z 24-37)

b. **Consider a request by Letron Thomas proposing a Specific Use Provision (SUP) for a Used Goods, Retail Sales (Indoors) Use. The site is located at 3338 Broadway Boulevard, Suite 314, in District 3.**

Consider and take appropriate action on the application of Letron Thomas, requesting approval of a Specific Use Provision (SUP) for a Used Goods, Retail Sales (Indoors) Use. The site is located at 3338 Broadway Boulevard, Suite 314. (District 3) (File Z 24-38)

c. **Consider a request by Yesenia Morales proposing a change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District. The site is located at 409 School Street in District 8.**

Consider and take appropriate action on the application of Yesenia Morales, requesting approval of a change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District. The site is located at 409 School Street. (District 8) (File Z 24-40)

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

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

7. Councilmember Jeff Bass

- Austin Nichols - TIF 1 Downtown/Forest Jupiter Board

8. Councilmember Dylan Hedrick

- Damon Wilson - TIF 2 South Board

CITIZEN COMMENTS

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

EXECUTIVE SESSION

9. The City Council will adjourn into executive session, in the Work Session Room, pursuant to Texas Government Code 551.071, 551.072, and 551.087 of the Texas Government Code to deliberate and discuss certain commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations, including the possibility of the conveyance of real property, and attorney/client discussions related to the same.

ADJOURN

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

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
 - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - risk management information, contracts, and strategies, including fuel hedging and storage;

- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]



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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

1.

Meeting Date: 02/18/2025

Title: Meeting Minutes

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Approve the minutes of the February 4, 2025 Regular Meeting and the January 22, 2025 Joint Meeting with the Plan Commission

Background

N/A

Consideration / Recommendation

Approval of the February 4, 2025 Regular Meeting Minutes and the January 22, 2025 Joint Meeting with the Plan Commission.

Attachments

Regular Meeting Minutes-February 4, 2025

Joint Meeting Minutes-January 22, 2025

DRAFT



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, February 4, 2025, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Ed Moore
Deputy Mayor Pro Tem Margaret Lucht
Council Member Kris Beard
Council Member B.J. Williams
Council Member Jeff Bass
Council Member Carissa Dutton
Council Member Dylan Hedrick
Council Member Chris Ott

Staff Present: City Manager Jud Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
City Secretary Jennifer Stubbs
Chief Financial Officer Matthew Watson
Department Coordinator II Courtney Vanover

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Pet of the Month

Officer Maldonado announced the pet of the month; Besty. Councilmember Dutton arrived at 7:05 p.m.

CONSENT AGENDA

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

Mayor Pro Tem Moore made a motion to approve the consent agenda as presented. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

1. **APPROVED Approve the minutes of the January 21, 2025 Regular Meeting and the January 11, 2025 Special Meeting**
2. **Approve the following bids:**
 - a. **APPROVED Holford Road USL Project Design Contract** **Bid No. 0547-25**

Kimley-Horn and Associates, Inc. **\$4,300,000.00**

This request is to award a professional services contract to Kimley-Horn and Associates, Inc. in a not-to-exceed amount of \$4,300,000 for the design of the Holford Road and Youth & Recreational Sports Complex Project.
 - b. **APPROVED City Council Chambers Audio-Visual Technology Upgrade** **Bid No. 0471-25**

GTS Technology Solutions **\$395,895.20**

This request is for the purchase of the hardware and services to replace the outdated audio-visual equipment in the Council Chambers, Work Session, and Austin State rooms.
 - c. **APPROVED Automated Flood Warning System** **Bid No. 0171-25**

Distinctive AFWS Desings, Inc. **\$830,250.00**

This request is for the design and installation of an Automated Flood Warning System that will include gates and warning flashers at five (5) high water locations in the City.
 - d. **APPROVED GP&L Wylie to Mallard Transmission Line Material** **Bid No. 0490-25**

Techline, Inc. **\$1,200,000.00**

This request is for the purchase of transmission line materials needed for the construction of the GP&L Wylie to Mallard transmission line. This is part of the approved GP&L OPGW Install-OL1-BD 138kV CIP project. An owner's contingency has been included for any additional material items that may be needed.
3. **APPROVED Second Amendment to the Project Specific Agreement with Dallas County for Rowlett Road Cycle Track from Greenbelt Parkway to Lake Ray Hubbard**

Resolution No. 10626 authorizing the City Manager to enter into and execute a Second Amendment to the Project Specific Agreement (PSA) with Dallas County for increased participation in the design and construction of the Rowlett Road Cycle Track from Greenbelt Parkway to Lake Ray Hubbard. This item was considered at the January 21, 2025 Work Session.

4. APPROVED Optional Redemption of Tax Notes

***Resolution No. 10627** Approve exercising the optional redemption of Tax Notes, Series 2024. This item was considered at the January 21, 2025 Work Session.*

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

a. APPROVED Z 24-35 Kimley-Horn (District 1)

***Ordinance No. 7566** amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision for a Restaurant, Drive-Thru Use on a property zoned Planned Development (PD) 00-39 District and (2) a Concept Plan for a Restaurant, Drive-Thru Use on a 2.00-acre tract of land located near 4802 North President George Bush Turnpike; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.*

b. APPROVED Single-Family Home / Ferhan Zaki and Madeeha Zaki (District 1)

Approve the proposed Alternative Compliance Development Agreement. At the January 7, 2025 Council Meeting, Council approved the application of Ferhan Zaki and Madeeha Zaki requesting an additional kitchen for a single-family dwelling to accommodate a multi-generational component for the home, where the definition within the Garland Development Code limits the number of kitchens to one.

ITEMS FOR INDIVIDUAL CONSIDERATION

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6. APPROVED Hold a public hearing and consider approval of an ordinance adopting the 2025 Capital Improvement Program (CIP)

***Ordinance No. 7567** Hold a public hearing and consider approval of an ordinance adopting the 2025 Capital Improvement Program (CIP). The 2025 Proposed CIP has been available for public inspection in the City's libraries and the City Secretary's Office and has been on the City's website since January 7, 2025.*

There was no one who wished to speak under the public hearing item. Mayor LeMay closed the public hearing. Mayor Pro Tem Moore made a motion to approve the 2025 Capital Improvement Program as presented by the City Manager and reviewed by City Council with the following changes: Increase the Municipal Facilities & Miscellaneous Tax-Supported CIP 2025 appropriation by \$250,000 for the State Energy Conservation Office grant in the Existing Facility Improvements Program; and, the addition of the Gatewood Drainage Improvements CIP project to the CIP Five-Year Plan. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

7. PUBLIC HEARING HELD: Hold a public hearing on the 2025 Proposed Bond Program

Council will hold a public hearing to obtain comments regarding the 2025 Proposed Bond Program.

There were no speakers on the public hearing item. Mayor LeMay closed the public hearing.

8. APPROVED Calling the 2025 General Election for May 3, 2025

***Ordinance No. 7568** ordering a General Election for the City of Garland to be held on May 3, 2025 for the purpose of electing a Mayor and one Councilmember to respectively represent Districts 3, 6, 7, and 8, providing for a run-off election if needed and providing for other matters relating to the conduct of the election. This item was considered at the February 3, 2025 Work Session.*

Mayor Pro Tem Moore made a motion to approve the ordinance. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

9. APPROVED Calling the 2025 Special Bond Election for May 3, 2025

***Ordinance No. 7569** ordering a Special Election for the City of Garland to be held on May 3, 2025 for the purposes of submitting to the voters four propositions authorizing the issuance of general obligation bonds for various permanent public improvements and public purposes, and providing for other matters relating to the conduct of the election. This item was considered at the February 3, 2025 Work Session.*

Mr. Watson provided comments. He stated there was a slight change under Proposition B. Mayor Pro Tem Moore made a motion to approve the ordinance with the appropriate changes. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

CITIZEN COMMENTS

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

Arthur Gregg.

ADJOURN

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Mayor LeMay adjourned the meeting at 7:21 p.m.

Submitted By:

Scott LeMay, Mayor

Jennifer Stubbs, City Secretary

DRAFT



GARLAND

MINUTES

The Garland City Council and the Plan Commission of the City of Garland convened in a joint meeting at 6:00 p.m. on Monday, January 22, 2025, in the Council Chambers at the William E. Dollar Municipal Building, 200 N. Fifth Street, Garland, Texas, with the following members present:

Present: Ed Moore, Mayor Pro Tem
Margaret Lucht, Deputy Mayor Pro Tem
Jeff Bass, Councilmember
Kris Beard, Councilmember
B.J. Williams, Councilmember
Carissa Dutton, Councilmember
Dylan Hedrick, Councilmember
Chris Ott, Councilmember
Scott Roberts, Chairman
Julius Jenkins, 1st Vice Chair
Wayne Dalton, 2nd Vice Chair
Stephanie Paris, Commissioner
Georgie Cornelius, Commissioner
Jaric Jones, Commissioner
Patrick Abell, Commissioner
Michael Rose, Commissioner
Bob Duckworth, Commissioner

Absent: Scott LeMay, Mayor

Staff Present: Jud Rex, City Manager
Brian England, City Attorney
Andy Hesser, Assistant City Manager
Nabila Nur, Planning Director
Ayako Schuster, Economic Development Director
Jennifer Stubbs, City Secretary
Elisa Morales, Recording Secretary

1. PUBLIC COMMENTS

Persons who desire to address the City Council and Plan Commission on any item on the agenda are allowed three minutes to speak. Testimony may be held until the item is considered or given at the beginning of any committee meeting. Invited testimony may also occur at any time, subject to a request of the City Council or Plan Commission and with the approval of the Mayor.

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

2. ITEMS FOR INDIVIDUAL CONSIDERATION

- a. Garland Forward Community Presentation and Joint Workshop with City Council and Plan Commission -- Land Use Fiscal Analysis Overview

Kevin Shepherd, consultant with Verdunity, provided a presentation on land use opportunities in the City of Garland. He discussed general fund trends, expenditures, and revenue gaps. Councilmember Dutton arrived at 6:28 p.m. Mr. Shepherd then answered questions from both the City Council and the Plan Commission.

3. ADJOURN

Mayor Pro Tem Moore adjourned the meeting at 7:41 p.m.

Submitted By:

Ed Moore, Mayor Pro Tem

Jennifer Stubbs, City Secretary



GARLAND
PURCHASING REPORT

City Council Regular Session

2. a.

Meeting Date: 02/18/2025

Item Title: Ronald E. Jones Municipal Bldg - Building Automation, HVAC and Electrical System Upgrades

Submitted By: Amanda Harris, Business Operations
Supervisor

Bid Number: 0594-25

Purchase Justification:

This request is to provide for facility upgrades for building automation, and improved mechanical and electrical systems for the Ronald E. Jones Municipal Building. It is essential for improving energy efficiency, safety, and regulatory compliance. The current systems are outdated, leading to higher operational costs, frequent maintenance, and potential safety risk, upgrading the building automation, HVAC, electrical, roofing, and solar systems will enhance reliability, reduce expenses, and support sustainability goals. Moving forward with facility upgrades ensure long-term cost savings, improved building performance, and compliance with industry standards.

Ronald E. Jones Municipal Building

- **Building Automation System Upgrades:** Improves building-wide operational control.
- **Central Plant Cooling & Heating System Upgrades:** Increase energy efficiency and system.
- **Electrical Equipment Replacement and Site Power Supply Upgrade:** Addresses aging infrastructure to ensure reliability and longevity.
- **Roof Structure Replacement:** Enhances durability and protects facility integrity.
- **Solar Installation:** Supports renewable energy goals and reduces operational costs.

Evaluation:

The facility upgrades will be performed by McKinstry Essention, LLC through The Interlocal Purchasing Group (TIPS) Cooperative Purchasing Contract 23100202. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
McKinstry Essention, LLC	All	\$5,175,267.00
	TOTAL:	\$5,175,267.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53214

Fiscal Impact

Total Project/Account: \$7,869,538 *

Expended/Encumbered to Date (Including this Item): \$7,869,538

Proposed Balance: \$0

Account #: 692-4749-1611200-9002

Fund/Dept/Project Description and Comments:

Municipal Facilities & Miscellaneous Tax-Supported / Facilities Management / Existing Facility Improvements

* The new Existing Facility Improvements program is designed to systematically address the repair needs identified in the 2024 Facilities Condition Assessment. This project will begin in 2025 and will require the advancement of funding originally programmed in 2026 for the completion of the identified improvements. A CIP Budget Amendment

will be brought forward at a future date for City Council consideration to increase the appropriation for the Existing Facility Improvements program in 2025 from funding originally projected to be spent in 2026 in the 2025 CIP. The City's cash reserves will be used to fund the increase and a reimbursement certificate will be issued allowing the reserves to be replenished in May 2026 when Certificates of Obligation are issued to fund this request and the future 2026 CIP.

Budget Type:	CIP		
Fiscal Year:	2025		
Document Location:	Proposed CIP - Page 149		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	02/11/2025
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	02/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

Meeting Date: 02/18/2025
Item Title: North Garland Branch Library Improvements - McKinstry Essesion LLC
Submitted By: Amanda Harris, Business Operations Supervisor
Bid Number: 0593-25

Purchase Justification:

This request seeks approval for critical facility upgrades at the North Library to improve efficiency, safety, and sustainability. Key improvements include:

- **Building Automation System Installation** -- Enhances operational efficiency and energy management.
- **Thermal Window Film Installation** -- Reduces UV exposure and improves indoor temperature control.
- **Water Heater Replacement** -- Upgrades outdated equipment for better reliability and safety.
- **Exterior Access Ladder Installation** -- Improves maintenance accessibility and building safety.

These upgrades address outdated systems that increase costs, require frequent maintenance, and pose safety risks. Investing in these improvements will enhance reliability, reduce expenses, and align with : ensuring long-term benefits for the library and community.

Evaluation:

The proposed improvements will be performed by McKinstry Essention, LLC through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Contract 21300202. As competitive bids were not received, the proposed improvements are being awarded to McKinstry Essention, LLC.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>A</i>
McKinstry Essession, LLC	All	
	TOTAL:	

Basis for Award:

Purchase Requisition #: Cooperative Purchase 53199

Fiscal Impact

Total Project/Account: \$4,109,032
Expended/Encumbered to Date (Including this Item): \$367,670
Proposed Balance: \$3,741,362
Account #: 692-4749-1959400-9002

Fund/Dept/Project Description and Comments:

Library CIP / North & South Branch Library Facility Condition Assessment Remediation

Budget Type: CIP
Fiscal Year: 2025
Document Location: Proposed CIP - Page 117

Budget Director Approval: Allyson Bell Steadman **Approval Date:** 02/10/2025
Purchasing Director Approval: Gary L. Holcomb **Approval Date:** 02/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. c.

Meeting Date: 02/18/2025

Item Title: Approval of FCA-Related Facility Improvements at the South Garland Branch Library

Submitted By: Amanda Harris, Business Operations
Supervisor

Bid Number: 0592-25

Purchase Justification:

This request seeks approval for essential facility upgrades at the South Library to enhance the facilities efficiency, reliability, and sustainability. Key improvements include:

- **Building Automation System** -- Optimizes energy use and system performance.
- **Mechanical System Replacement** -- Upgrades heating and cooling systems for improved efficiency and reliability.
- **Roof Repairs** -- Ensures structural integrity and enhances weather resistance.

These upgrades address aging infrastructure that increases costs, requires frequent maintenance, and impacts operational performance. Investing in these improvements will enhance reliability, reduce expenses, and support long-term sustainability, benefiting both the library and the community.

Evaluation:

The proposed improvements will be performed by McKinstry Essention, LLC through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Contract 21300202. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
McKinstry Essention, LLC	All	\$1,198,613.00
	TOTAL:	\$1,198,613.00

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53201

Fiscal Impact

Total Project/Account: \$4,109,032

Expended/Encumbered to Date (Including this Item): \$1,566,283

Proposed Balance: \$2,542,749

Account #: 655-1429-1959419-9002

Fund/Dept/Project Description and Comments:

Library CIP / North & South Branch Library Facility Condition Assessment Remediation

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 117

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/10/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/07/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. d.

Meeting Date: 02/18/2025

Item Title: Peripheral Equipment for 2025 Police Vehicles

Submitted By: Mike Betz, Interim Managing Director

Bid Number: 0522-25

Purchase Justification:

This request is to provide the purchase of the safety and technology equipment for the Police Tahoe's that were purchased through BID# 0442-25. Most of the peripheral equipment will not transfer to the new vehicles.

Evaluation:

The 2025 Garland Police Vehicle Equipment is available from GT Distributors, Inc. through the BuyBoard Cooperative Purchasing Contract 698-23; Dana Safety Supply, Inc. through the BuyBoard Cooperative Purchasing Contract 698-23; Stop Stick, Ltd through the General Services Administration (GSA) Cooperative Purchasing Contract 47QSWA19D0035; and Kustom Signals, Inc. through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract EF04-21. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
GT Distributors, Inc.	1	\$272,742.29
Dana Safety Supply	2	\$181,012.56
Stop Stick, Ltd	3	\$14,400.62
Kustom Signals, Inc.	4	\$48,929.67
	TOTAL:	\$517,085.14

Basis for Award:

Cooperative Purchase

Purchase Requisition #:

53106,53107,531

Fiscal Impact

Total Project/Account: \$2,704,538

Expended/Encumbered to Date (Including this Item): \$2,704,538

Proposed Balance: \$0

Account #: 444-1245-9009

Fund/Dept/Project Description and Comments:

Equipment Replacement Fund / General Fund / Police Department

Budget Type: Operating Budget

Fiscal Year: 2024-25

Document Location: Page 307

Budget Director Approval: Allyson Bell Steadman

Approval Date: 02/03/2025

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 01/30/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. e.

Meeting Date: 02/18/2025

Item Title: EMS Supplies

Submitted By: Mark Lee, Fire Chief

Bid Number: 0493-25

Purchase Justification:

This request is for emergency medical services (EMS) supplies for Garland Fire Department. This approval is for a term agreement with four (4) optional renewals.

Evaluation:

The emergency medical services (EMS) supplies are being provided by Bound Tree Medical, LLC through an Interlocal Agreement with the City of Midlothian Contract 2020-28.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Bound Tree Medical, LLC	All	\$350,000.00
	TOTAL:	\$350,000.00

Basis for Award:

Interlocal Agreement

Purchase Requisition #:

53064

Fiscal Impact

Total Project/Account:

N/A

Expended/Encumbered to Date (Including this Item):

N/A

Proposed Balance:

N/A

Account #:

100-1321-6031

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the Fire Operations account as incurred.

Budget Type:

Operating Budget

Fiscal Year:

2024-25

Document Location:

Page 77

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/04/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/03/2025



GARLAND
PURCHASING REPORT

City Council Regular Session

2. f.

Meeting Date: 02/18/2025

Item Title: GP&L Emergency Restoration Management Services

Submitted By: Jonas Whitehead, GP&L Distribution
Director

Bid Number: 0268-25

Purchase Justification:

This request is to obtain an emergency restoration management company for use in securing electrical contractors to perform emergency restoration work for Garland Power & Light's overhead and underground distribution system. This approval is for a term agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Nine (9) bids were received and evaluated. Midcon Energy and Collective Strategic Resources, LLC. are the only respondents who are contractor management companies as required in the bid specifications. All other respondents were considered non-responsive. Midcon Energy received the highest evaluated score and is recommended as the Primary Contractor. Collective Strategic Resources, LLC. received the second highest evaluated score and is recommended as the Secondary Contractor.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Midcon Energy	Primary	\$500,000.00
Collective Strategic Resources, LLC.	Secondary	\$500,000.00
	TOTAL:	\$1,000,000.00

Basis for Award:

Best Value

Purchase Requisition #:

52730

Fiscal Impact

Total Project/Account: N/A

Expended/Encumbered to Date (Including this Item): N/A

Proposed Balance: N/A

Account #: Various

Fund/Dept/Project Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the GP&L CIP Distribution Lines - Overhead Program and Distribution Lines - Underground Program as incurred.

Attachments

Bid Recap

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Pages 281 & 283

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/04/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/03/2025

[illegible]

[illegible]



GARLAND
PURCHASING REPORT

City Council Regular Session

2. g.

Meeting Date: 02/18/2025

Item Title: GP&L Grandfalls to King Mountain 345kV Transmission Line Engineering Services

Submitted By: Charles Chapman, GP&L Transmission
Director

Bid Number: 0555-25

Purchase Justification:

This request is to obtain engineering services needed to provide project design and support for the construction of a 345kV transmission line in Upton County, Texas that will connect the existing GP&L King Mountain Station to the new Grandfalls Station. This is part of the GP&L King Mountain to Grandfalls 345kv Transmission Line CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>
Burns & McDonnell Engineering Company, Inc.	All	\$1,264,000.00
	TOTAL:	\$1,264,000.00

Basis for Award:

Most Qualified

Purchase Requisition #:

53146

Fiscal Impact

Total Project/Account: \$4,000,000

Expended/Encumbered to Date (Including this Item): \$1,264,000

Proposed Balance: \$2,736,000

Account #: 210-3599-3145501-7111

Fund/Dept/Project Description and Comments:

Electric CIP / GP&L Transmission Lines Program

Budget Type:

CIP

Fiscal Year:

2025

Document Location:

Proposed CIP - Page 278

Budget Director Approval:

Allyson Bell Steadman

Approval Date:

02/04/2025

Purchasing Director Approval:

Gary L. Holcomb

Approval Date:

02/03/2025



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

3.

Meeting Date: 02/18/2025

Title: 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

Submitted By: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to allow the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding (MOU) with the City of Dallas in order to obtain funding for the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) program.

Background

This will be the seventeenth year the Garland Police Department has applied for funds under the JAG program. The Garland Police Department has received the following grant awards from JAG over the past five years.

2019- \$34,799.86

2020- \$31,287.71

2021- \$35,142.87

2022- \$35,628.58

2023- \$37,021.07

Consideration / Recommendation

The Justice Assistance Grant should provide \$28,579.55 in funding upon adoption of the Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas.

Attachments

JAG FY24 MOU

JAG FY24 MOU Resolution

JustGrants Award ID # O-BJA-2024-172239
2024 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT

THIS AGREEMENT (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 East Wheatland Road, Duncanville, TX 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 300 W. Main Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75146, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 757 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

The County and Cities that are signatories to this Agreement are the only parties to this Agreement.

W I T N E S S E T H:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2024 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Semi-Annual Reports. The County and the Cities agree to provide Dallas with semi-annual progress reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance 2024 with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal year (FY) Local Assistance Application, all Office of Justice Programs financial guidelines and the Mandatory Award Terms and Conditions, and all of the requirements of the JAG Program guidance, including but not limited to: Administrative Funds, Disparate Certification, Prohibited and Controlled Uses,

Compliance with Applicable Federal Laws, Body-Worn Camera (BWC) purchases, Body Armor, DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database, Interoperable Communications, Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; Employment Eligibility Verification; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

C. Award Terms and Conditions. Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial records. The County and the Cities shall retain all such records for a minimum of five (5) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2024, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$10,703.00
CARROLLTON	\$15,884.00
DALLAS	\$766,798.00
DESOTO	\$12,453.00
DUNCANVILLE	\$10,043.00
GARLAND	\$43,901.00

GRAND PRAIRIE	\$30,676.00
IRVING	\$55,922.00
LANCASTER	\$15,679.00
MESQUITE	\$46,560.00
<u>RICHARDSON</u>	<u>\$12,112.00</u>
TOTAL	\$1,020,731.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$3,210.90
CARROLLTON	\$4,765.20
DALLAS	\$230,039.40
DESOTO	\$3,735.90
DUNCANVILLE	\$3,012.90
GARLAND	\$13,170.30
GRAND PRAIRIE	\$9,202.80
IRVING	\$16,776.60
LANCASTER	\$4,703.70
MESQUITE	\$13,968.00

<u>RICHARDSON</u>	<u>\$3,633.60</u>
TOTAL	\$306,219.30

SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$314,697.70
BALCH SPRINGS	\$7,492.10
CARROLLTON	\$11,118.80
DALLAS	\$536,758.60
DESOTO	\$8,717.10
DUNCANVILLE	\$7,030.10
GARLAND	\$30,730.70
GRAND PRAIRIE	\$21,473.20
IRVING	\$39,145.40
LANCASTER	\$10,975.30
MESQUITE	\$32,592.00
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,020,731.00

SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted

Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$22,028.84
BALCH SPRINGS	\$524.45
CARROLLTON	\$778.32
DALLAS	\$68,195.03
DESOTO	\$610.20
DUNCANVILLE	\$492.11
GARLAND	\$2,151.15
GRAND PRAIRIE	\$1,503.12
IRVING	\$2,740.18
LANCASTER	\$768.27
MESQUITE	\$2,751.45
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$102,073.11

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$292,668.86
BALCH SPRINGS	\$6,967.65
CARROLLTON	\$10,340.48

DALLAS	\$570,636.67
DESOTO	\$8,106.90
DUNCANVILLE	\$6,537.99
GARLAND	\$28,579.55
GRAND PRAIRIE	\$19,970.08
IRVING	\$36,405.22
LANCASTER	\$10,207.03
MESQUITE	\$30,310.56
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,020,731.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Two Hundred Ninety Two Thousand, Six Hundred and Sixty Eight Dollars and Eighty Six cents (\$292,668.86) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2024 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon the fulfillment of all obligations hereunder.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that, except to the extent specified in Section 2 of this Agreement, each entity is not an agent of any other entity, and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 13. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 14. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 15. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims. This Agreement is also subject to the provisions of TEX. LOC. GOV'T CODE § 89.0041 (Notice of Suit Against County).

SECTION 16. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any

governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 17. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be affected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

<u>To the County:</u>	Dir. of Criminal Justice, Charlene Randolph Dallas County – Frank Crowley Courts Building 133 N. Riverfront Boulevard, 4th Floor LB5 Dallas, TX 75207
<u>To Balch Springs:</u>	Chief of Police, Brent Hurley Balch Springs Police Department 12500 Elam Road Balch Springs, Texas 75180
<u>To Carrollton:</u>	Chief of Police, Roberto Arredondo Carrollton Police Department 2025 East Jackson Road Carrollton, Texas 75006
<u>To Dallas:</u>	City Manager (I), Kimberly Bizer Tolbert Dallas City Hall 1500 Marilla, 4EN Dallas, Texas 75201
<u>To DeSoto:</u>	Chief of Police, Joseph Costa DeSoto Police Department 714 East Belt Line Road DeSoto, Texas 75115
<u>To Duncanville:</u>	Chief of Police, Matthew Stonger Duncanville Police Department

203 East Wheatland Rd.
Duncanville, Texas 75116

To Garland:

Chief of Police, Jeff Bryan
Garland Police Department
1891 Forest Lane
Garland, Texas 75042

To Grand Prairie:

Chief of Police, Daniel Scesney
Police Department
1525 Arkansas Lane
Grand Prairie, Texas 75052

To Irving:

Chief of Police, Derick Miller
Irving Police Department
305 N O'Connor Rd
Irving, TX 75061

To Lancaster:

Chief of Police, Samuel Urbanski
Public Safety Building
100 Craig Shaw Memorial Parkway
Lancaster, TX 75134

To Mesquite:

Chief of Police, David Gill
Mesquite Police Department
PO Box 850137
Mesquite, Texas 75185-0137

To Richardson:

Chief of Police, Gary Tittle
Richardson Police Department
200 North Greenville Ave.
Richardson, TX 75081

SECTION 18. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

SECTION 19. LEGAL CONSTRUCTION

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 20. COUNTERPARTS

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

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of all of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of all of the parties, to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDS SHARING AND FISCAL AGENCY AGREEMENT RELATED TO THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the Garland City Manager is hereby authorized to execute a Funds Sharing and Fiscal Agency Agreement for the 2024 Edward Byrne Memorial Justice Assistance Grant Program ("JAG"), agreeing that the City of Dallas will administer and distribute the JAG funds pursuant to the JAG program, and establishing the funding disbursements, reporting procedures, and other requirements for participation in the grant.

Section 2

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

PASSED AND APPROVED this the ____ day of February 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

4.

Meeting Date: 02/18/2025

Title: Authorize the City Manager to Execute an Agreement to Purchase Real Property near LBJ & South Shiloh Road

Submitted By: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base
Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Council is requested to authorize the City Manager to enter into a contract to purchase real property, under the substantive terms of the contract attached hereto, located near LBJ and South Shiloh Road.

Background

The Council was briefed previously on this item at the February 17, 2025 Work Session.

Consideration / Recommendation

Staff recommends approval of this item.

Attachments

Contract of Sale

CONTRACT OF SALE – REAL PROPERTY

THIS CONTRACT OF SALE (“Contract”) is made and entered into as of the “Effective Date” (as hereinafter defined) by and between **PERTH PROPERTIES, INC., a Delaware corporation** (“Seller”), and **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality (“Buyer”).

WHEREAS, Buyer, as a Texas municipality, has the power of eminent domain to acquire property for public use;

WHEREAS, Buyer has determined that a portion of the Property (as hereinafter defined) commonly known as 3933 Leon Road, Garland, Texas 75041 (the “Eminent Domain Property”), as generally depicted in Exhibit “A”, is necessary for the expansion, reconstruction, and improvement of Millay Boulevard (the “Project”);

WHEREAS, Buyer has determined that a portion of the Property commonly known as 3884 S. Shiloh Road, Garland, Texas 75041 and 3914 S. Shiloh Road, Garland, Texas 75041 (collectively, the “Remainder Property”) does not require the use of the power of eminent domain;

WHEREAS, Seller has made a counter-offer to Buyer contemplating the purchase of the Remainder Property, in addition to the Eminent Domain Property, instead of leaving Seller with the Remainder Property;

WHEREAS, Buyer is amenable to Seller’s counteroffer; and

WHEREAS, Buyer and Seller agree that the purchase of the Remainder Property is a voluntary transaction between the Parties, and such Remainder Property is not under the threat of eminent domain and is not subject to eminent domain restrictions;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PURCHASE AND SALE: Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The “Property” shall mean real property commonly known as **3933 Leon Road, Garland, Texas 75041, 3884 S. Shiloh Road, Garland, Texas 75041, and 3914 S. Shiloh Road, Garland, Texas 75041**, collectively consisting of approximately 6.3678 acres, situated in the City of Garland, Dallas County, Texas, and more particularly described on Exhibit “B” attached hereto and made a part hereof for all purposes, together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any) (the “Improvements”), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties.

2. CONTRACT SALES PRICE: The purchase price for the Property shall be **Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00)** ("Sales Price"), payable by Buyer in cash at Closing. "Payable in cash" shall mean by cashier's check or certified check drawn on a national banking association acceptable to Seller, or by wire transfer of immediately available federal funds ("Immediately Available Funds").

3. EARNEST MONEY: Within five (5) business days of the Effective Date, Buyer shall deliver to Stewart Title Company, 1717 Main Street, Suite 3500, Dallas, Texas, (214) 220-2069, Attention: Steve Huber ("Title Company"), as escrow agent, an amount equal to **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)** (by Immediately Available Funds) as earnest money, which funds shall be deposited and held by the Title Company in an interest-bearing account. The term "Earnest Money" as used herein shall include the **\$300,000.00**. "Earnest Money" deposited with the Title Company, together with any interest earned thereon. In the event the transaction contemplated by this Contract is closed, the Earnest Money will be applied in payment of the Sales Price to be paid at Closing. In the event the transaction contemplated by this Contract is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Contract. If Buyer does not timely deliver the Earnest Money, or if the Title Company is not immediately able to obtain good funds in respect of the Earnest Money, Seller may, at its option, terminate this Contract. Upon request from the Title Company, Seller and Buyer will enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold the Title Company harmless with respect to the performance of its duties as escrow agent, except to the extent caused by the gross negligence or willful misconduct of the Title Company.

4. FEASIBILITY STUDY AND INSPECTION:

(a) Subject to the terms and conditions of this Section 4, Buyer is granted the right to conduct engineering, market and economic feasibility studies of the Property, and/or a physical inspection of the Property, including studies or inspections to determine the existence of any environmental hazards or conditions (collectively, "Feasibility Study") during the period ("Feasibility Period") commencing on the Effective Date and ending at 5:00 p.m., Dallas, Texas time, on that date that is **sixty (60) days thereafter**. Buyer or its designated agents may enter upon the Property for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study, subject to the rights of tenants and provided that a representative of Seller is provided the opportunity to be present during such studies and inspections and Buyer has given Seller at least twenty-four (24) hours prior written notice of such studies and inspections (which notice shall be given to Louisa Cook via email at: lacookarrowhead@aol.com). Buyer shall not alter the physical condition of the Property without obtaining the written consent of Seller to any physical alteration of the Property, which consent may be withheld in Seller's sole and absolute discretion. In particular, Buyer shall not perform any invasive or destructive testing of the Property (including, without limitation, any soil sampling, excavation, or other physical testing), or what is commonly known as a Phase II environmental inspection, in each case without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion.

(b) If Buyer determines, in its sole judgment, that the Property is not suitable for any reason (or no reason at all) for Buyer's intended use or purpose, or is not in satisfactory condition in any regard, then Buyer may terminate this Contract by written notice to Seller prior to expiration

of the Feasibility Period (or any extension of the Feasibility Period as may be agreed to in writing between Buyer and Seller in each of their sole discretion) in which case the Earnest Money will be returned to Buyer, and neither party shall have any further rights or obligations hereunder except for those rights or obligations which expressly survive termination of this Contract. If this Contract is not terminated in the manner and within the time provided in this Section 4(b), the condition provided in this Section 4 and any and all objections with respect to the Feasibility Study shall be deemed to have been satisfied and/or waived by Buyer for all purposes, and it shall be conclusively presumed that Buyer (i) has approved the Diligence Documents (hereinafter defined), any surveys obtained, and the condition of title and condition to the Property, (ii) has acknowledged and agreed that Buyer has been given adequate access to inspect the Property, (iii) has acknowledged that it has the full and complete knowledge necessary to purchase the Property, or has chosen not to obtain the full and complete knowledge, although provided with the opportunity by Seller, and (iv) has conducted, or had the opportunity to conduct, sufficient examination of the building, building envelope, building systems, building grounds, building components and surrounding conditions including but not limited to soils and the environmental condition of the Property.

(c) The Feasibility Study shall be at Buyer's sole cost and expense. Buyer shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In the event that Buyer terminates this Contract pursuant to Section 4(b) or this Contract is terminated due to a default of Buyer, Buyer shall provide Seller, at no cost to Seller, with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies. Buyer shall keep confidential the results of any tests and inspections made by Buyer, and shall not disclose said results to any third parties; provided, however, nothing herein shall prevent Buyer from disclosing any information (i) as may be reasonably required for applying for, qualifying for, and otherwise processing governmental approvals; (ii) as may be reasonably required in processing the closing and issuance of the title policies regarding the Property; (iii) as may be reasonably required for purposes of income tax reporting; (iv) as may be reasonably required by accountants, attorneys, engineers, consultants or other persons providing professional advice; (v) as may be reasonably required regarding financing of the purchase; (vi) in court or arbitral proceedings, or as otherwise may be required by law; and (vii) as otherwise as may be consented to in writing by Seller. To the extent allowed by law, Buyer hereby indemnifies, defends and holds Seller harmless from all claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions and causes of action arising out of or in any way relating to the Feasibility Study performed by Buyer, its agents, contractors, servants and/or employees (collectively, "Claims"), **EVEN IF SUCH CLAIMS ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF SELLER OR SELLER'S EMPLOYEES, AGENTS, OR REPRESENTATIVES, BUT NOT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR SELLER'S AGENTS, EMPLOYEES, OR CONTRACTORS.** Buyer further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Buyer, its agents, contractors, servants and/or employees arising out of the Feasibility Study or use in any manner of the Property, **EVEN IF SUCH CLAIMS ARE CAUSED SOLELY OR IN PART**

BY THE NEGLIGENCE OR STRICT LIABILITY OF SELLER OR SELLER'S EMPLOYEES, AGENTS, OR REPRESENTATIVES, unless due to the gross negligence or intentional misconduct of Seller, its agents, employees and/or contractors. Notwithstanding anything in this Contract to the contrary, the provisions of Section 4 shall survive the Closing or any termination of this Contract.

5. CLOSING: The closing of the sale of the Property to Buyer and consummation of the transaction(s) contemplated by this Contract ("Closing") shall take place at the offices of the Title Company in Dallas, Texas on the date ("Closing Date") no later than thirty (30) days after the expiration of the Feasibility Period unless such date is changed in writing by Seller and Buyer. Notwithstanding the foregoing, Seller shall, with prior written consent from Buyer, such consent not to be unreasonably withheld, conditioned, or delayed, have the right to extend the originally scheduled Closing Date in order to obtain Lease Termination Agreements (as hereinafter defined) from all tenants of the Property until the earlier to occur of (i) five (5) business days after Lease Termination Agreements from all tenants of the Property have been obtained by Seller, or (ii) thirty (30) days after the originally scheduled Closing Date, by delivering written notice of such extension to Buyer prior to the originally scheduled Closing Date.

(a) At the Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense (except as otherwise provided in this Section 5(a)), the following:

(i) a duly executed and acknowledged Special Warranty Deed ("Deed") in substantially the same form as shown on Exhibit "C" attached hereto and made a part hereof, conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, easements, and assessments, except for the Permitted Exceptions (hereinafter defined) and any others approved by Buyer in writing.

(ii) copies of any and all Lease Termination Agreements obtained by Seller;

(iii) a Notice of Lease Termination (as hereinafter defined) for all tenants whose leases were not terminated through a Lease Termination Agreement pursuant to Section 20 below;

(iv) possession of the Property and the Deed;

(v) a completed Form 1295, as promulgated by the Texas Ethics Commission, disclosing interested parties in the Seller;

(vi) a non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

(vii) evidence of Seller's capacity and authority for the closing of this transaction as may be reasonably required by the Title Company; and

(viii) such other documents as may be reasonably required to close this transaction,

duly executed (including, without limitation, an affidavit as to debts, liens and parties in possession in form and content reasonably satisfactory to Seller and the Title Company).

(b) At the Closing, Buyer shall perform and deliver to Seller, at Buyer's sole cost and expense, the following:

- (i) the Sales Price in Immediately Available Funds;
- (ii) the Assignment of Leases, executed by Buyer;
- (iii) evidence of Buyer's capacity and authority for the closing of the transaction contemplated herein; and
- (iv) such other documents as may be reasonably required to close this transaction duly executed.

(c) At the Closing, Buyer shall obtain a proforma basic Owner's Policy of Title Insurance (the "Owner's Title Policy") in the standard form in use in the State of Texas to be issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to Permitted Exceptions and others approved by Buyer in writing, and the standard printed exceptions, provided, however:

- (A) if Buyer obtains a survey that is acceptable to the Title Company, the exception as to area and boundaries may, at the option and expense of Buyer, be deleted except for "any shortages in area";
- (B) the standard exception as to restrictive covenants may be limited to any restrictive covenants that are Permitted Exceptions and the Restrictions; and
- (C) the exception as to standby fees and taxes shall be limited to standby fees and taxes for the year of Closing and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;

(d) Seller shall pay: one half (1/2) of any escrow fee; Seller's attorneys' fees; and other expenses stipulated to be paid by Seller under other provisions of this Contract. Buyer shall pay: the premium for the basic Owner's Title Policy, the premium for the area and boundary deletion and any endorsements requested by Buyer; costs of tax certificates; one half (1/2) of any escrow fee; all recording costs; Survey costs; Buyer's attorneys' fees; and other expenses stipulated to be paid by Buyer under other provisions of this Contract. All other closing costs not addressed in this Section or elsewhere in this Contract shall be allocated in accordance with the customary practice in the county in which the Property is located.

(e) All normal and customarily pro-ratable items, including, without limitation, payments relating to agreements affecting the Property which survive the Closing, shall be

prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date.

(f) All ad valorem real estate taxes and assessments levied or assessed against the Property (including, without limitation, any rollback taxes) shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Such prorations shall be adjusted after Closing, based upon the actual tax bill. This Section 5(f) shall survive Closing.

6. TITLE APPROVAL: Seller shall deliver to Buyer within five (5) business days after the Effective Date any topographical plans, site plans, surveys, plats, soils and substrata studies, utility plans, and environmental reports pertaining to the Property currently in the possession of Seller (excluding appraisals, attorney-client privileged materials, internal valuations or similar proprietary materials that may be in Seller's possession) ("Diligence Documents"), which Diligence Documents are provided for informational purposes only and shall not to be relied upon by or certified to Buyer, and nothing in this Section shall constitute a representation or warranty as to the delivery, accuracy or completeness of any Diligence Documents described herein or otherwise in Seller's possession. Seller shall endeavor to deliver to Buyer within five (5) business days after the Effective Date a Commitment for Title Insurance with copies of all recorded instruments affecting the Property and recited as exceptions in said Commitment for Title Insurance ("Commitment"). Within thirty (30) days after the Effective Date, if a survey acceptable to the Title Company does not exist, Buyer shall, at Buyer's sole cost and expense, obtain a current ALTA survey of the Property ("Survey"), providing Seller and the Title Company with a copy of same. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have fifteen (15) days after receipt of the Commitment and Survey, but in no event later than ten (10) days prior to the expiration of the Feasibility Period, to give Seller written notice of its objections ("Title Objections"). If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for ten (10) days from the date of Seller's receipt of the Title Objections to cure same. Seller will utilize reasonable diligence to cure any errors in the Commitment, provided Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing such efforts. If any Title Objection is not satisfied within such time period, Buyer shall elect prior to the end of the Feasibility Period as its sole and exclusive remedy to either (a) terminate this Contract pursuant to Section 4(b), in which case the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (b) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing without reduction of the Sales Price. If Buyer fails to terminate this Contract pursuant to Section 4(b), then Buyer shall be deemed to have elected the foregoing clause (b). Any exception to Commitment or Survey not objected to by Buyer in the manner and within the time period specified in this Section 6 shall be deemed accepted by Buyer and shall be a Permitted Exception. The phrase "Permitted Exceptions" shall mean (i) real estate taxes and assessments not yet due and payable, (ii) documents or agreements contemplated by the terms of this Contract, (iii) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives or employees, and (iv) those exceptions to title set forth in the Commitment, Deed, or Survey and

which have been accepted or deemed accepted by Buyer. In no event shall the failure of Seller to deliver a Commitment satisfying the requirements of this Section 6 extend the period for review of such Commitment beyond the Feasibility Period; and Buyer's sole remedy on account of any such failure shall be to terminate this Contract prior to the expiration of the Feasibility Period in accordance with the provisions of Section 4 hereof. Buyer shall notify Seller in writing of any failure of the Commitment or Survey to satisfy the requirements of this Section 6 within ten (10) days after the Commitment and Survey are received by Buyer; and if Buyer fails to do so, they shall be deemed to satisfy such requirements. Notwithstanding the foregoing and regardless of any applicable Title Objections, (x) Seller agrees to cure prior to or upon Closing any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer or any tenants of the Property, and (y) voluntary conveyances of interests in the Property by Seller after the Effective Date ("Mandatory Cure Matters"). In no event shall the Mandatory Cure Matters be a Permitted Exception, and if Seller is unable to cure any Mandatory Cure Matters on or before the Closing, then Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Contract upon written notice to Seller on or before the Closing Date, whereupon the Earnest Money shall be promptly delivered to Buyer, and all obligations and liabilities of the parties under this Contract shall be discharged and shall be null and void and of no further force or effect (except those that expressly survive the termination of this Contract).

7. **BROKER'S FEE:** Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer. To the extent allowed by law, Buyer and Seller shall indemnify, defend, and hold each other harmless from any claim, liability, obligation, cost, or expense (including reasonable attorneys' fees and expenses) for fees or commissions relating to Buyer's purchase of the Property asserted against either party by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Section 7 shall survive the Closing or any termination of this Contract.

8. **LIMITATION OF SELLER'S REPRESENTATIONS AND WARRANTIES:** EXCEPT AS OTHERWISE SPECIFICALLY STATED IN SECTION 10 OF THIS CONTRACT, AND EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, STATEMENT, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ANY OR ALL APPLICABLE LAWS, RULES OR REGULATIONS; AND (ii) THE COMPLIANCE OF THE PROPERTY (OR THE USE OR OPERATION THEREOF) WITH ANY LAWS, ORDINANCES, ORDERS, RULES, OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PROPERTY OR ANY PORTION THEREOF. BUYER ACKNOWLEDGES THAT IT

WILL INSPECT THE PROPERTY AND BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND WITH ALL FAULTS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED IN SECTION 10 HEREIN, AND EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

EFFECTIVE AS OF THE CLOSING AND TO THE EXTENT ALLOWED BY LAW, BUYER, FOR ITSELF AND ITS PARTNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "BUYER RELATED PARTIES"), HEREBY RELEASES SELLER AND SELLER'S PARTNERS, MEMBERS AND THEIR RESPECTIVE PARTNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS (THE "SELLER RELATED PARTIES") FROM, AND WAIVES ALL CLAIMS AND LIABILITY AGAINST SELLER AND EACH SELLER RELATED PARTY FOR OR ATTRIBUTABLE TO, THE FOLLOWING: (A) ANY AND ALL STATEMENTS OR OPINIONS HERETOFORE OR HEREAFTER MADE, OR INFORMATION FURNISHED, BY SELLER OR THE SELLER RELATED PARTIES TO BUYER OR ANY OF THE BUYER RELATED PARTIES; AND (B) ANY AND ALL LOSSES, COSTS, CLAIMS, LIABILITIES, EXPENSES, DEMANDS OR OBLIGATIONS OF ANY KIND OR NATURE WHATSOEVER ATTRIBUTABLE TO THE PROPERTY, WHETHER ARISING OR ACCRUING BEFORE, ON OR AFTER THE DATE HEREOF AND WHETHER ATTRIBUTABLE TO EVENTS OR CIRCUMSTANCES WHICH HAVE HERETOFORE OR MAY HEREAFTER OCCUR, INCLUDING, WITHOUT LIMITATION, (I) ALL LOSSES, COSTS, CLAIMS, LIABILITIES, EXPENSES, DEMANDS AND OBLIGATIONS WITH RESPECT TO THE STRUCTURAL (INCLUDING WITHOUT LIMITATION, DESIGN AND CONSTRUCTION DEFECTS), PHYSICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY; (II) ALL LOSSES, COSTS, CLAIMS, LIABILITIES, EXPENSES, DEMANDS AND OBLIGATIONS RELATING TO THE RELEASE OF OR THE PRESENCE, DISCOVERY OR REMOVAL OF ANY HAZARDOUS SUBSTANCES OR HAZARDOUS MATERIALS IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR, CONNECTED WITH OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601 ET SEQ., AS AMENDED BY SARA (SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986) AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §§6901 ET SEQ., OR ANY

RELATED CLAIMS OR CAUSES OF ACTION OR ANY OTHER FEDERAL, STATE OR MUNICIPAL BASED STATUTORY OR REGULATORY CAUSES OF ACTION FOR ENVIRONMENTAL CONTAMINATION AT, IN, ABOUT OR UNDER THE PROPERTY, OR COMMON LAW; AND (III) ANY TORT CLAIMS MADE OR BROUGHT WITH RESPECT TO THE PROPERTY OR THE USE OR OPERATION THEREOF.

The provisions of this Section 8 shall survive the Closing and shall not merge with the Deed.

9. DEFAULT:

(a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer's breach or other failure to timely perform all obligations and conditions to be performed by Buyer, such breach or other failure is not cured within ten (10) days of Buyer's receipt of written notice of such breach from Seller, and such breach or other failure is not due to default, breach and/or failure by Seller hereunder, then Seller may, as Seller's sole and exclusive remedy, terminate this Contract and receive the Earnest Money as liquidated damages; Buyer and Seller hereby agree that actual damages would be difficult or impossible to ascertain and such amount is a reasonable estimate of the damages for such breach or failure. Nothing in this Section 9(a) shall affect any indemnity or other obligation of Buyer under this Contract that expressly survives any termination of this Contract.

(b) If the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller, such breach or other failure is not cured within ten (10) days of Seller's receipt of written notice of such breach from Buyer, and such breach or other failure is not due to default, breach and/or failure by Buyer hereunder, then Buyer may, as its sole and exclusive remedy, either (i) enforce specific performance of Seller's obligations hereunder, provided that Buyer asserts such claim for specific performance within thirty (30) days from the scheduled Closing Date, or (ii) terminate this Contract and receive the Earnest Money; provided, however, notwithstanding anything to the contrary contained in this Contract, under no circumstances shall Buyer be permitted or entitled to file a claim of lis pendens against the Property or to seek money damages from Seller.

(c) Except as otherwise expressly provided in this Contract, the rights and remedies set forth in this Section 9 shall be the sole and exclusive remedies available to Seller and Buyer in the event of a breach or default by the other party of this Contract. Without limitation of the foregoing, in no event shall Seller be liable to Purchaser for any punitive, speculative, or consequential damages.

10. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer, that to Seller's current actual knowledge, no special investigation or inquiry having been made:

(a) That the persons executing this Contract on behalf of Seller have full power and authority to execute this Contract, and to bind Seller to the terms hereof;

(b) With the exception of Seller and tenants currently disclosed by Seller and included on the list attached hereto as Exhibit D and parties disclosed in the Permitted Exceptions, there are no tenants with whom Seller has entered into a lease agreement for any portion of the Property that remains in effect;

(c) Seller shall, upon Closing, send the Notice of Lease Termination, in the form to be provided by Seller at Closing to Buyer, to all tenants whose leases were not terminated pursuant to a Lease Termination Agreement contemplated by Section 20 hereafter;

(d) Seller has, or on or before the Closing Date will have, the corporate power and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite corporate action necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder has been, or on or before the Closing Date will have been taken;

(e) Seller has not received written notice of (i) any pending or threatened litigation which would materially and adversely affect the Property, or (ii) governmental proceeding by an entity other than Buyer which would materially and adversely affect the Property; and

(f) Seller is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(g) If any representation or warranty above is known by Buyer prior to Closing to be untrue and is not remedied by Seller prior to Closing, Buyer may as Buyer's sole and exclusive remedy, either (i) terminate this Contract whereupon the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (ii) waive its objections and close the transaction. The foregoing representations and warranties shall not survive the Closing and shall merge with the Deed.

"Seller's knowledge" and other similar contextual references in this Contract to Seller's knowledge as used in this Contract means the current actual knowledge of Mark J. Macur, President of Seller, without any duty of inquiry or investigation, which person shall have no personal liability under this Contract.

11. **CONDEMNATION:** If, prior to the Closing Date, Seller receives written notice that condemnation proceedings are being commenced against any material portion of the Property by an entity other than the Buyer with the power of Eminent Domain, then Seller shall promptly notify Buyer of such condemnation, and Buyer shall thereafter have, as its sole and exclusive remedy: that the Contract shall remain in full force and effect and Seller shall assign to Buyer any and all condemnation proceeds of such condemnation of the Property, and Buyer shall take title to the Property with the assignment of such proceeds and subject to such condemnation of the Property without reduction of the Sales Price.

12. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date and also as of the Closing Date:

(a) Buyer has the full right, power, and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on or before the Closing Date will have been, taken.

(b) There are no actions, suits, claims, or other proceedings pending or, to the best of Buyer's knowledge, contemplated, or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Contract.

(c) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control, Department of the Treasury of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

(d) Notwithstanding anything herein to the contrary, any breach by Buyer of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller may thereupon, at its option, terminate this Contract by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Buyer nor Seller shall have any further rights or liabilities hereunder, except as otherwise provided herein.

13. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) five (5) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, (iii) when deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for delivery on the next business day, or (iv) upon sending the e-mail to the applicable party's designated e-mail address if sent at or before 5:00 p.m., Dallas, Texas time, or the next day if sent by e-mail after 5:00 p.m., Dallas, Texas time; provided, however, that if a notice is sent by e-mail, the party sending the notice also must send, on the first business day following the date that the e-mail is sent, a confirmation copy of the notice by one of the other methods set forth in this Section 13(a) (or else such e-mail notice is void). For purposes of this subsection, the addresses of each party shall be that set forth below the signature of such party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein. Notices given by counsel to a party in accordance with the above shall be deemed given by such party.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision there shall be automatically added to this Contract a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) THIS CONTRACT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, THE PARTIES HAVE NOT RELIED UPON, OR BEEN INDUCED BY, ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

(f) The parties may amend this Contract only by a written agreement of the parties that identifies itself as an amendment to this Contract.

(g) Time is of the essence with this Contract.

(h) Words of any gender used in this Contract shall be held and construed to include any other gender, unless the context requires otherwise.

(i) The parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by e-mail is as effective as executing and delivering this Contract in the presence of the other parties to this Contract.

(j) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(k) Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday, or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter.

(l) Except as to those obligations which specifically survive the Closing, all of Seller's other obligations, covenants, representations and warranties hereunder shall merge with the Deed and shall not survive the Closing.

14. **ASSIGNMENT:** This contract may not be assigned by Seller or Buyer without the prior, written consent of the other party, such consent to not be unreasonably withheld, conditioned, or delayed so long as the assignee is an affiliate of the assigning party.

15. **NONREFUNDABLE CONSIDERATION:** Notwithstanding anything seemingly to the contrary contained herein, if the Earnest Money is returned to Buyer for any reason other than due to Seller's default hereunder, the sum of \$100.00 shall be retained by Seller as independent consideration (the "Independent Consideration") for Seller's agreement to sell the Property to Buyer in accordance with the terms and conditions provided herein. The Independent Consideration shall be applied against the Sales Price at Closing.

16. **WAIVER OF CONSUMER RIGHTS:** BUYER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY SELLER OR ANY AGENT OF SELLER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (SECTION 17.41, *ET SEQ.*, BUSINESS AND COMMERCE CODE), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY ACKNOWLEDGES TO SELLER THAT BUYER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

17. **WAIVER OF RIGHT OF REPURCHASE:** SELLER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY BUYER OR ANY AGENT OF BUYER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS OF REPURCHASE UNDER TEXAS PROPERTY CODE SECTION 21.101, *ET. SEQ.*, A LAW THAT GIVES PREVIOUS PROPERTY OWNERS CERTAIN RIGHTS TO REPURCHASE PROPERTY ACQUIRED THROUGH EMINENT DOMAIN. SELLER HEREBY ACKNOWLEDGES TO BUYER THAT SELLER AND BUYERS ARE NOT IN SIGNIFICANTLY DISPARATE BARGAINING POSITION.

18. **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** If for the

current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the land is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent year, and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

19. **TAX DEFERRED EXCHANGE:** It is agreed between Buyer and Seller that either party may elect to effectuate a tax deferred exchange in accordance with the Internal Revenue Service code, Section 1031. Both parties agree to reasonably cooperate with the other in effectuating said tax deferred exchange. In cooperating with such party, the other party shall incur no additional expense, obligation or liability and there will be no delay in closing.

20. **REQUIRED LEASE TERMINATION:** As a condition precedent to Buyer's obligation to purchase the Property pursuant to this Contract, Seller shall have, prior to or as of the Closing Date, (A) entered into a written agreement with each then-existing tenant of the Property whose Lease term extends beyond the Closing Date whereby such tenant's Lease is terminated effective as of the Closing Date, but would allow such tenant to remain on the premises for a period of one hundred twenty (120) days following the Closing Date, in substantially the form of the Lease Termination Agreement attached hereto as Exhibit "E" (each, a "Lease Termination Agreement"), with such changes to such form as may be requested by any such tenant and approved in writing by Buyer, which approval shall not be unreasonably withheld, conditioned or delayed and will be deemed given if Buyer fails to notify Seller in writing of its disapproval within three (3) business days after such approval is requested, or (B) in the event Seller fails, for any reason, to obtain the Lease Termination Agreement from any respective tenant in accordance with the provisions of this Section 20 prior to Closing, then Seller shall terminate said non-terminated lease in accordance with the respective lease by sending, on the Closing Date, a termination notice to such tenant (each, a "Notice of Lease Termination"). The Notice of Lease Termination will notify the applicable tenant that the tenant must vacate the Property within ninety (90) days of the Closing (unless Buyer enters into a separate lease agreement with a respective tenant). This Section 20 shall survive Closing.

21. **EFFECTIVE DATE:** The "Effective Date" of this Contract shall be the date a copy of this Contract (or counterparts of this Contract) are executed by both Seller and Buyer and the Title Company acknowledges receipt of this Contract.

22. **CONFIDENTIALITY:** Buyer agrees to keep the terms and conditions of this Contract and any information obtained with reference to the Property confidential, provided that Buyer may reveal such information regarding the terms and provisions of this Contract as may be necessary in its reasonable discretion to comply with the provisions of this Contract or in the ordinary course of business. Nothing in this Section 22, however, shall prohibit Buyer from making disclosures (a) to its legal counsel, certified public accountants, professional advisors, current and prospective lenders and financial partners and investors, (b) that are otherwise required as a matter of law, or

(c) in connection with asserting or defending any action relating to the Property or this Contract. This Section 22 shall survive the Closing and the delivery and recording of the Deed or earlier termination of this Contract. Notwithstanding any other provision in this Contract, the Parties acknowledge that the City is required to comply with the Texas Public Information Act (“TPIA”)(Tex. Gov’t Code §§ 552.001 et seq.). Seller may identify and mark any documents or information related to, governed by, or a part of this Contract that it considers to be confidential or proprietary information as being “confidential.” Pursuant to the TPIA, if City receives a request for documents or information related to this Contract which have been designated as confidential, City will respond in accordance with the procedures set forth in Section 552.305, including notifying Seller of the receipt of the request. If Seller desires to withhold documents from a requestor pursuant to an exception to the TPIA, Seller may submit a brief and the documents at issue to the Texas Attorney General. The City shall not be obligated to submit the brief supporting those claimed exceptions on behalf of Seller and nothing in this Contract shall require City to institute or participate in any litigation relating to a TPIA request for documents that Seller considers to be confidential.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

SELLER:

PERTH PROPERTIES, INC.,
a Delaware corporation

By: Mark J Macur
Name: Mark J. Macur
Title: President
Date: FEBRUARY 11, 2025

Address:

555 Skokie Boulevard, Suite 555
Northbrook, Illinois 60062
Attn: Mark J. Macur
Email: macur@555skokie.com

BUYER:

CITY OF GARLAND, TEXAS

By: _____
Name: Judson Rex
Title: City Manager
Date: _____, 2025

Address:

PO Box 469002
Garland, Texas
Attention: Jud Rex
jrex@garlandtx.gov

With copies to:

Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 4000
Dallas, Texas 75201-6605
Attn: Rick Addison
Email: raddison@munsch.com

and:

Munsch Hardt Kopf & Harr, P.C.
700 Milam Street, Suite 800
Houston, Texas 77002
Attn: Glenn Valentine
Email: gvalentine@munsch.com

TITLE COMPANY:

Receipt of \$300,000.00 Earnest Money is
acknowledged in the form of

STEWART TITLE GUARANTY COMPANY

By: _____

Name: _____

Title: _____

Date Signed: _____, 2025
(the "Effective Date")

EXHIBITS:

- Exhibit "A" - General Depiction of Necessary Right-of-Way for Improved Millay Boulevard
- Exhibit "B" - Legal Description
- Exhibit "C" - Deed
- Exhibit "D" - List of Tenants
- Exhibit "E" - Lease Termination Agreement form

EXHIBIT "A"

(GENERAL DEPICTION OF NECESSARY RIGHT-OF-WAY FOR IMPROVED MILLAY BOULEVARD)

[Insert aerial depiction]

EXHIBIT A

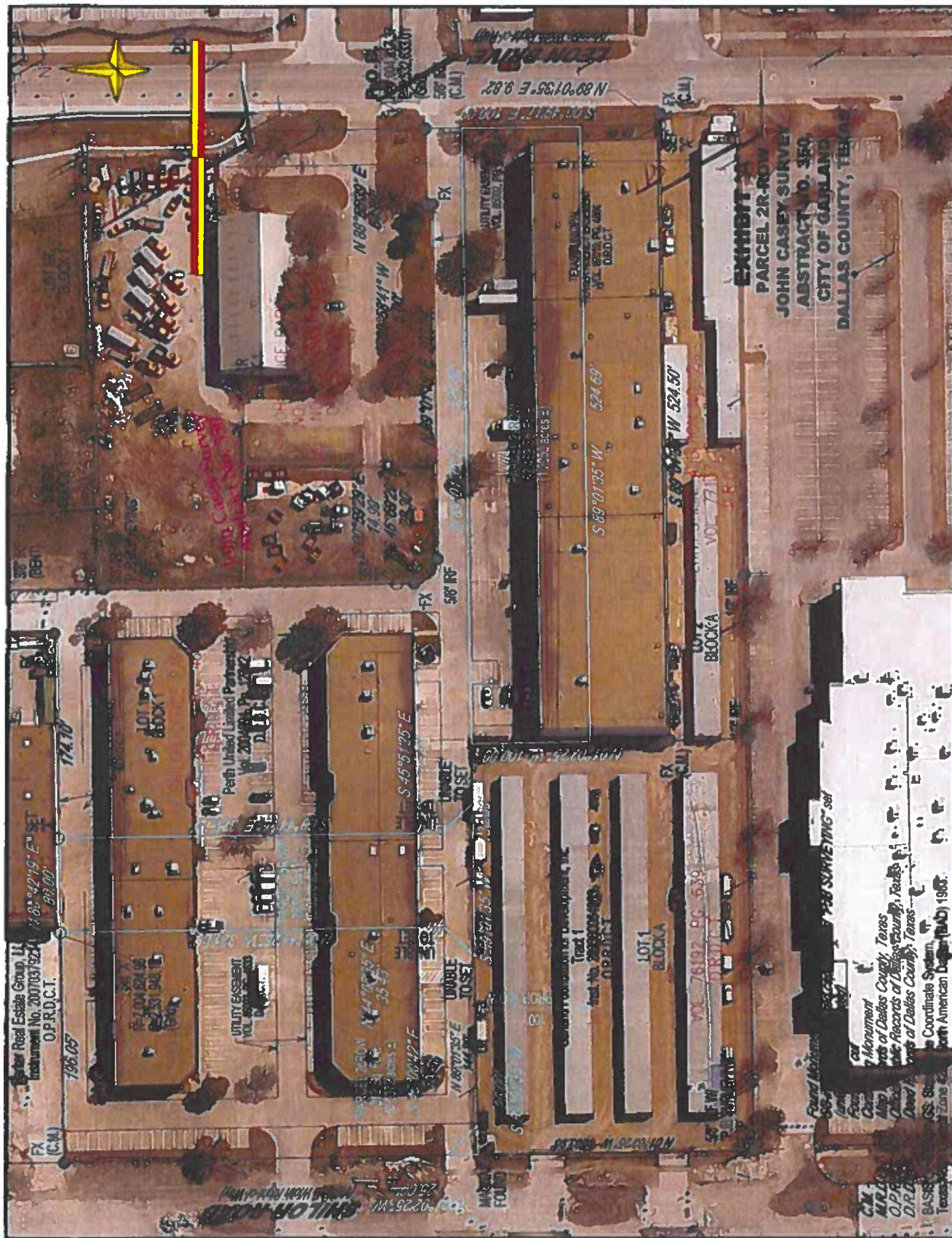


EXHIBIT "B"
(PROPERTY LEGAL DESCRIPTION)

Being Lot 1, Block 1, of Shiloh Office Park, an Addition to the City of Garland, Texas, according to the plat thereof recorded in Volume 85002, Page 4633, of the Deed Records of Dallas County, Texas.

EXHIBIT "C"
(DEED)

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

SPECIAL WARRANTY DEED

That **PERTH PROPERTIES, INC.**, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality ("Grantee"), whose address is PO BOX 469002, Attn: Jud Rex, Garland, Texas, 75046, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the real property in Dallas County, Texas, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties., (collectively, "Property").

The Property is conveyed to Grantee subject to all: (i) covenants, conditions, restrictions, and other matters of public record, (ii) applicable zoning and building ordinances and land use regulations, and (iii) matters that would be disclosed by an accurate and current ALTA/NSPS survey or inspection of the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

Effective as of the ____ day of _____, 2025.

GRANTOR:

PERTH PROPERTIES, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument for and as _____ of **PERTH PROPERTIES, INC.**; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company, and in the capacity therein stated.

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

Notary Public in and for Dallas County, Texas

EXHIBIT "A" TO SPECIAL WARRANTY DEED
(Legal Description)

[Insert legal description]

EXHIBIT "D"
(LIST OF TENANTS)

Building	Suite	Tenant Name
3884	100	Hope Coffee
3884	115	J.W.B. Construction
3884	118	Freedom at Home Dialysis
3884	119	Dental Lab
3884	120	Lincare, Inc.
3914	213	Bags Elite
3933	300/301/302	Design Craft
3933	305/306	D&O Construction
3933	307	Gibraltar Glass
3933	310	Hardwired Production

EXHIBIT "E"

LEASE TERMINATION AGREEMENT FORM

[To Be Inserted]

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "**Agreement**") is executed as of _____, 2025 (the "**Effective Date**"), between Perth Properties, Inc., a Delaware corporation ("**Landlord**"), and _____, a _____ ("**Tenant**").

RECITALS:

A. Landlord and Tenant entered into that certain Standard Office Showroom / Warehouse Lease Agreement, dated as of _____, 20____ (as the same may have been amended from time to time, the "**Lease**"), for Suite No. _____, consisting of approximately _____ rentable square feet of space, in the building located at [3933 Leon Road, Garland, Texas 75041] [3884 S. Shiloh Road, Garland, Texas 75041] [3915 S. Shiloh Road, Garland, Texas 75041], in the multi-building project commonly known as Shiloh Business Center (the "**Property**"), which leased premises is more particularly described in the Lease (the "**Premises**"); and

B. Landlord is considering selling the Property to the City of Garland or one of its affiliates (collectively, "**Potential Purchaser**"), pursuant to a purchase and sale agreement to be hereafter negotiated and entered into by Landlord and Potential Purchaser, each at their sole discretion (a "**Purchase Agreement**").

C. Landlord and Tenant desire to enter into this Agreement in order to provide for the early termination of the Lease conditioned upon the closing (the "**Closing**") of the sale of the Property by Landlord to Potential Purchaser pursuant to a Purchase Agreement, all upon and subject to the terms and conditions contained in this Agreement.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated in their entirety.

2. **Definitions.** Capitalized terms used but otherwise not defined in this Agreement shall have the meaning ascribed to such terms in the Lease.

3. **Early Termination of Lease.** Subject to the terms and conditions of this Agreement, upon the occurrence of the Closing in accordance with a Purchase Agreement, the Lease shall terminate effective as of the date of Closing (the "**Early Termination Date**"). Tenant shall continue to comply with all the terms and conditions of the Lease through the Early Termination Date, including, without limitation, Tenant's obligation to pay all sums due and payable under the Lease and to maintain insurance as required under the Lease. Landlord shall provide written notice to Tenant promptly following Closing informing Tenant that Closing has occurred and setting forth the Early Termination Date (the "**Closing Notice**") and, within five (5)

business days after Tenant's receipt of the Closing Notice, Tenant shall execute and return the Closing Notice to Landlord acknowledging the Early Termination Date. Tenant's failure to timely return the Closing Notice and acknowledge the Early Termination Date shall be deemed an admission by Tenant as to the accuracy of the Early Termination Date as stated in the Closing Notice. If Closing does not occur on or prior to [July 1, 2025] (the "**Outside Closing Date**"), this Agreement shall automatically be null and void and the Lease shall continue in full force and effect. Landlord shall have no liability whatsoever to Tenant relating to or arising from the failure of the Closing to occur. [Note to Draft: Outside Closing Date under review pending finalization of Purchase Agreement.]

4. **Return of Security Deposit.** Provided that Tenant has complied with its obligations under the Lease and this Agreement, within thirty (30) days following the Early Termination Date, Landlord agrees to return the Security Deposit to Tenant in the amount of \$ _____.

5. **Surrender of the Premises.** On or before the date that is one hundred and twenty (120) days after the Early Termination Date (the "**Surrender Date**"), Tenant shall (i) vacate and surrender the Premises in its then "AS IS", "WHERE-IS", "WITH ALL FAULTS" condition, notwithstanding anything contained in the Lease to the contrary, (ii) remove Tenant's signage located at or on the Premises to the extent Tenant desires to retain such signage, and (iii) remove Tenant's unattached trade fixtures, furniture, equipment and personal property from the Premises. Tenant's occupancy of the Premises from the Termination Date through the Surrender Date shall be under all terms and conditions of the Lease other than the payment of Rent. Landlord shall have no maintenance, repair, replacement or other obligations with respect to the Property from the Termination Date through the Surrender Date. Any property of Tenant that is not removed from the Premises on or before the Surrender Date shall be conclusively deemed abandoned and Landlord may, without liability or compensation to Tenant, use, sell or otherwise dispose of such property in Landlord's sole discretion. Tenant may request in writing to extend the Surrender Date subject to Landlord's (or, if after the Early Termination Date, Potential Purchaser's) written approval in its sole and absolute discretion; provided, however, that such approval shall not be unreasonably withheld, conditioned or delay so long as Tenant's requested extension does not extend more than thirty (30) days beyond the original Surrender Date.

6. **Access to Premises.** Notwithstanding anything to the contrary in the Lease, from and after the Effective Date through the Surrender Date, Landlord and its employees, agents, contractors, and representatives shall have the right to enter the Premises for any purpose, including without limitation, to permit inspection of the Premises by space planners, contractors and other parties in connection with improvements which may be constructed or demolished in the Premises.

7. **No Obligation Regarding Purchase Agreement.** Tenant acknowledges that Landlord and Potential Purchaser have not yet reached any agreement regarding a possible sale of the Property by Landlord to Potential Purchaser, and there is no assurance that such agreement will be reached. Notwithstanding the rights granted to Tenant under this Agreement, and notwithstanding any negotiations or other communications between Landlord and Tenant, neither Landlord nor Potential Purchaser shall have any obligation whatsoever to proceed with a

Purchase Agreement or otherwise enter into any agreement or proceed with a transaction concerning the Property or any portion thereof, or to otherwise negotiate for or consummate any transaction of any kind concerning the Property or any portion thereof.

8. **Release of Landlord.** Effective as of the Early Termination Date, Tenant (for itself and any other party that may claim through or under Tenant) agrees that without further acts, Landlord together with Landlord's employees, agents, representatives, asset manager, consultants, attorneys, fiduciaries, servants, officers, directors, partners, shareholders, managers, members, lenders, predecessors, successors and assigns (collectively, the "**Landlord Released Parties**"), shall be released and forever discharged from any and all actions, causes of action, judgments, executions, suits, investigations, debts, claims, demands, liabilities, obligations, damages, and expenses of any and every character that arise out of or in any way connected to the Lease, or any of the transactions associated therewith (collectively, the "**Released Matters**"), including, without limitation, all Released Matters that are known or unknown, direct and/or indirect, existing at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or thing done, omitted, or suffered to be done by any of the Landlord Released Parties prior to and including the date of actual execution of this Agreement by Landlord and Tenant, **INCLUDING ANY AND ALL CLAIMS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE OR STRICT LIABILITY OF SUCH LANDLORD RELEASED PARTY.** The Released Matters shall include, without limitation, any rights or claims that Tenant that may now or hereafter have with respect to any award, compensation or other consideration received by Landlord (or its affiliates) from the Potential Purchaser in connection with the Closing or the Property.

9. **Release of Tenant.** Effective as of the Early Termination Date, Landlord (for itself and any other party that may claim through or under Landlord) agrees that without further acts, Tenant together with Tenant's employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns (collectively, the "**Tenant Released Parties**"), shall be released and forever discharged from all Released Matters, including, without limitation, all Released Matters that are known or unknown, direct and/or indirect, existing at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or thing done, omitted, or suffered to be done by any of the Tenant Released Parties prior to and including the date of actual execution of this Agreement by Landlord and Tenant, **INCLUDING ANY AND ALL CLAIMS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE OR STRICT LIABILITY OF SUCH TENANT RELEASED PARTY.** Notwithstanding the foregoing release, Tenant shall not be released from (a) any indemnity, hold harmless, or defense obligation of Tenant under the Lease, (b) any obligation under this Agreement, (c) any claim arising from or in connection with any inaccurate representation or warranty made by Tenant hereunder, or (d) any default by Tenant hereunder.

10. **Ratification; Estoppel.** Except as expressly amended by this Agreement, Tenant hereby ratifies and confirms its obligations under the Lease. Tenant hereby represents and warrants to Landlord that (i) the Lease is in full force and effect, (ii) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way

relating thereto or arising out of any other transaction between Landlord and Tenant, and (iii) there is no default by Landlord or Tenant under the Lease.

11. **No Transfer.** Tenant represents and warrants to Landlord that Tenant is the owner and holder of the leasehold estate of the "*Tenant*" under the Lease. Landlord and Tenant represent and warrant to each other that each has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm or corporation whatsoever, any claim, debt, liability, demand, obligation, cost, attorneys' fees, expense, action or cause of action herein released.

12. **Confidentiality.** Tenant acknowledges that the terms and conditions of this Agreement are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; however, Tenant may disclose the terms and conditions of this Agreement if required by applicable law or court order, to its attorneys, accountants, employees and existing or prospective financial partners provided same are advised by Tenant of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). Tenant shall be liable for any disclosures made in violation of this Section by Tenant or by any entity or individual to whom the terms of and conditions of this Agreement were disclosed or made available by Tenant. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

13. **Attorneys' Fees.** In the event of any legal action or proceeding brought by any party against the other arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding.

14. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) sent by email at the email address listed below, or (b) sent by nationally recognized overnight courier (e.g., Federal Express). Notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. The addresses for notices under this Agreement are as follows:

Landlord:	Perth Properties, Inc. 1221 Abrams Road, Suite 340 Richardson, Texas 75081 Attn: Louisa Cook Email: lacookarrowhead@aol.com
With a copy to:	Munsch Hardt Kopf & Harr, P.C. 700 Milam Street, Suite 800 Houston, Texas 77002 Attn: Glenn P. Valentine

23. **Controlling Agreement.** In the event of a conflict between the terms and provisions of this Agreement and those contained in the Lease, the terms and provisions of this Agreement shall control.

24. **Governing Law.** This Agreement and the rights and duties of the parties hereto shall be controlled by and interpreted in accordance with the laws of the State of Texas.

25. **No Inducement.** Each of Landlord and Tenant hereby agrees and acknowledges that it has not been induced to enter into this Agreement by any statement or representation, oral or written, not set forth in this Agreement.

26. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties may execute and exchange signature pages by facsimile or via electronic mail (*.pdf or similar file types). The parties further agree that counterparts of this Agreement may be signed electronically via Adobe Sign, DocuSign protocol or other electronic platform. All such signatures may be used in the place of original "wet ink" signatures to this Agreement and shall have the same legal effect as the physical delivery of an original signature.

27. **Potential Purchaser as Third Party Beneficiary.** Potential Purchaser is an express third party beneficiary of this Agreement and, following the Closing, shall be entitled to enforce the provisions of this Agreement against Tenant as if Potential Purchaser were a party hereto. At all times following Closing, all references to "Landlord" hereunder shall be deemed to include Landlord and Potential Purchaser.

[Signature Page Follows]

Executed to be effective as of the Effective Date.

LANDLORD:

PERTH PROPERTIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

5. a.

Meeting Date: 02/18/2025
Title: Hold a public hearing and consider approval of an ordinance amending the TIF#3 Project and Financing Plan
Submitted By: Matt Watson, Chief Financial Officer
Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

On February 3, 2025, the Council was briefed on a proposed amendment to the TIF #3 Project and Financing Plan to include funding for design and construction of a Professional and Youth Soccer Complex generally located at Holford Road and President George Bush Turnpike. The Project and Finance Plan amendment will also extend the term of the TIF to December 31, 2055. A public hearing is required to obtain comments from interested parties. Following the public hearing, Council will formally consider an ordinance to amend the Project and Finance Plan, as recommended by the TIF #3 Board of Directors.

Background

The City Council created TIF#3 on April 3, 2018, in response to the closure of the Baylor Medical Center. In 2023, the City of Garland began exploring options to expand TIF#3 to incorporate the South Garland Corridor, Centerville Marketplace, and a portion of the SH-190 catalyst areas which were identified in the Envision Garland Comprehensive Plan as priorities for future urban development. The expansion of the TIF would allow for the anticipated new development of over \$1 billion of real property value occurring in North Garland to be captured and utilized to fund Economic Development initiatives for these catalyst areas.

On October 25, 2023, the TIF #3 Board was presented with the plan to expand the TIF to include these regions to create a synergy between North Garland, the Medical District, and South Garland along Shiloh Road to make targeted investments that will create regional destinations in Garland, improve the quality of life for Garland residents, and allow for the opportunity to ensure City service levels remain sustainable through the generation of additional sales tax and property tax.

While there are multiple Economic Development efforts on the way within TIF#3, the first project that has been approved for funding from the TIF#3 board is the development of a Professional and Youth Soccer Complex at Holford Road and SH-190. The Board has recommended the Council to provide a cash funding of \$4 million and the anticipated issuance of TIF Revenue Bonds in the amount of \$39 million to fund a portion of this complex. In addition, the board is recommending the termination date be changed from December 31, 2048, to December 31, 2055.

Consideration / Recommendation

Approve the ordinance as presented.

Attachments

Draft TIF Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS APPROVING A REVISED PROJECT AND FINANCE PLAN AND THE EXTENSION OF THE TERM OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER 3; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 3, 2018, by Ordinance No. 6976, the City Council of the City of Garland, Texas (the "City Council"), established Tax Increment Financing Reinvestment Zone Number Three (the "Original Zone");

WHEREAS, by Resolution, the City Council appointed members to serve on the Board of Directors to make recommendations concerning the administration of the Original Zone, in accordance with the powers authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated (the "Act");

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

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

WHEREAS, on January 5, 2021, by Ordinance No. 6976, the City Council expanded the boundaries of the Original Zone and adopted a Project and Financing Plan to promote the development and redevelopment of a certain geographic area within its jurisdiction known as the "Medical District";

WHEREAS, on December 5, 2023, by Ordinance No. 7486, the City Council expanded the boundaries of the Zone, amended the Project and Financing Plan to promote the development and redevelopment of a certain geographic area within its jurisdiction known as the "Medical District", "South Garland Avenue Corridor", "SH 190 catalyst area", and "Centerville Marketplace", and extended the termination date of the zone to December 31, 2049.

WHEREAS, the Tax Increment Financing Zone Number 3 Board of Directors met on January 28, 2025 and unanimously approved an amendment to the Project and Financing Plan to fund a portion of a Professional and Youth Soccer Complex located at Holford Road and President George Bush turnpike, the funding will be financed by TIF revenue bonds and cash reserves generated from certified property values and tax increments within the zone, and the termination date of the zone will be extended to December 31, 2055 to coincide with final maturity of the TIF Revenue Bonds;

WHEREAS, in compliance with the Act, the City Council held a public hearing on February 18, 2025 to hear public comments on the revisions to the Project and Financing Plan and extension of the Zone's term, notice of such hearing published as required not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, the City Council wishes to extend the termination date of the Zone and approve the revised Project and Financing Plan to promote the development and redevelopment of a certain geographic area within its jurisdiction, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Property Tax Code, Vernon's Texas Codes Annotated ("Act") (collectively as amended, the "Extended Zone").

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

Section 1

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2

That the City Council, after conducting a public hearing and having heard evidence and testimony, has made the following findings and determinations based on the evidence presented to it:

- a) That a public hearing on the approval of the amended Project and Financing Plan and extension of the term for the Zone has been properly called, held, and conducted, and that notices of the public hearing were published as required by law;
- b) That the tax increment generated within the geographic boundaries described in Exhibit "A" will be primarily

reserved for projects located within the same boundary and shall not be allocated to projects outside this area.

- c) Notwithstanding subsection (b), tax increment revenue from Exhibit "A" may be temporarily allocated to projects within the Extended Zone, provided that an amount equal to the increment generated from Exhibit "A" is reserved or reimbursed for future projects within the Exhibit "A" boundary. Such allocation shall be structured to ensure that the long-term capacity for investment within Exhibit "A" is preserved.
- d) That the approval of the amended Project and Financing Plan attached hereto as Exhibit "C" is feasible and will benefit the City, its residents and property owners, in general and to the property, residents, and property owners in the Extended Zone;
- e) That TIF Revenue Bonds associated with the Design and Construction of a Professional and Youth Soccer Complex will not be issued or constructed as outlined in the Project and Financing Plan without an executed agreement between the City and a professional sports team.
- f) That the Zone's Boundaries as defined in Exhibit "B" is a contiguous geographic area located wholly within the corporate limits of the City which meets the criteria for a reinvestment zone as set forth in Section 311.005 and 311.007 of the Act in that, more specifically:
 - (1) The area substantially arrests or impairs the sound growth of the municipality or county designating the zone, retards the provision of housing accommodations, or constitutes an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
 - (i) a substantial number of substandard, slum, deteriorated, or deteriorating structures;
 - (ii) the predominance of defective or inadequate sidewalk or street layout;

- (iii) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - (v) the deterioration of site or other improvements;
- (2) The area be predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality or county;
- g) That many of the goals and objectives in the Envision Garland Comprehensive Plan and Economic Development Strategic Plan are related to creating opportunities for new development and redevelopment within the Extended Zone;
- h) That the closure of the Baylor Scott & White Medical Center - Garland on February 28, 2018 and subsequent acquisition of the Facility by the U.S Department of Veterans Affairs (VA) on April 6, 2020 to serve as an outpatient and specialty care clinic for veterans, further enhanced the need for new development and redevelopment in the area;
- i) That while there are areas that have suffered a deterioration of site or other improvements, the ordinance does not constitute a blanket condemnation of all the properties within the reinvestment zone, or in any way open the door for future actions. It is a finding that there are some impediments to new development due to specific existing conditions that can be mitigated by the establishment of the Extended Zone;
- j) That the improvements in the Extended Zone will significantly enhance the value of all taxable real property in the Extended Zone;
- k) That the development or redevelopment of the property in the Extended Zone will not occur solely through private investment in the reasonably foreseeable future; and
- l) That the amended Project and Financing Plan as adopted by the Tax Increment Financing Zone Number 3 Board of Directors on

January 28, 2025 meets the criteria set out in Section 311.011 of the Texas Tax Code.

Section 3

That pursuant to the Act, the Original Zone's original tax increment base is the total taxable value of all real property taxable by the unit and located in the zone for tax year 2019. The expansion of the boundaries to include the areas North of Buckingham Road and South of Walnut Street and surrounding properties will increase the tax increment base by the taxable value of the real property added to the Expanded Zone for tax year 2023 as depicted in Exhibit "B."

Section 4

Pursuant to the Act, the City Council hereby extends the term of the Expanded Zone to December 31, 2055, and approves the amended Project and Financing Plan attached hereto as Exhibit "C," as adopted by the Tax Increment Financing Zone Number 3 Board of Directors on January 28, 2025.

Section 5

That if any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section 6

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Garland and it is accordingly so ordained.

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Medical District Boundaries

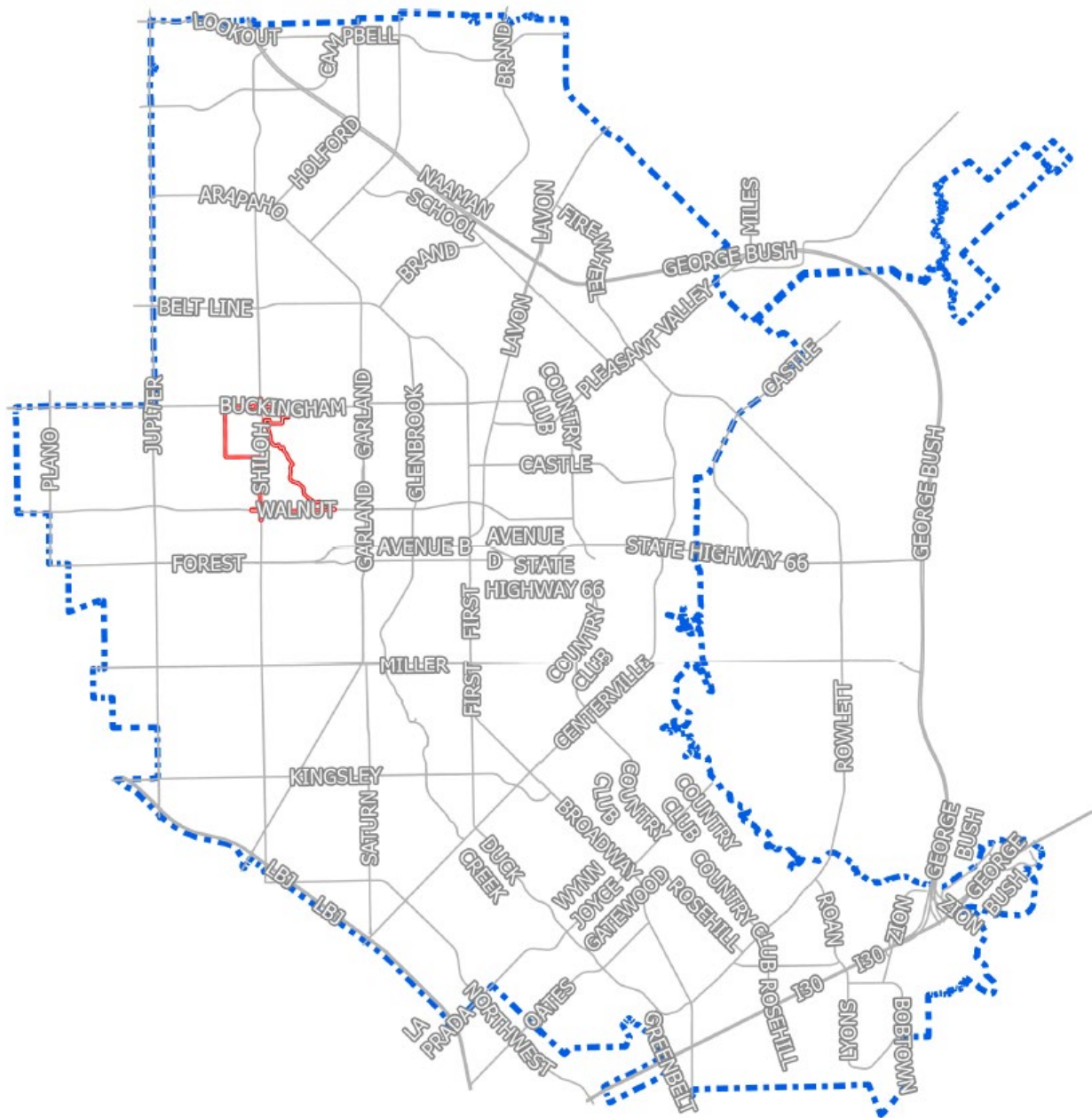


Exhibit "B"

Tax Increment Financing Reinvestment Zone No. 3

Expanded Boundaries

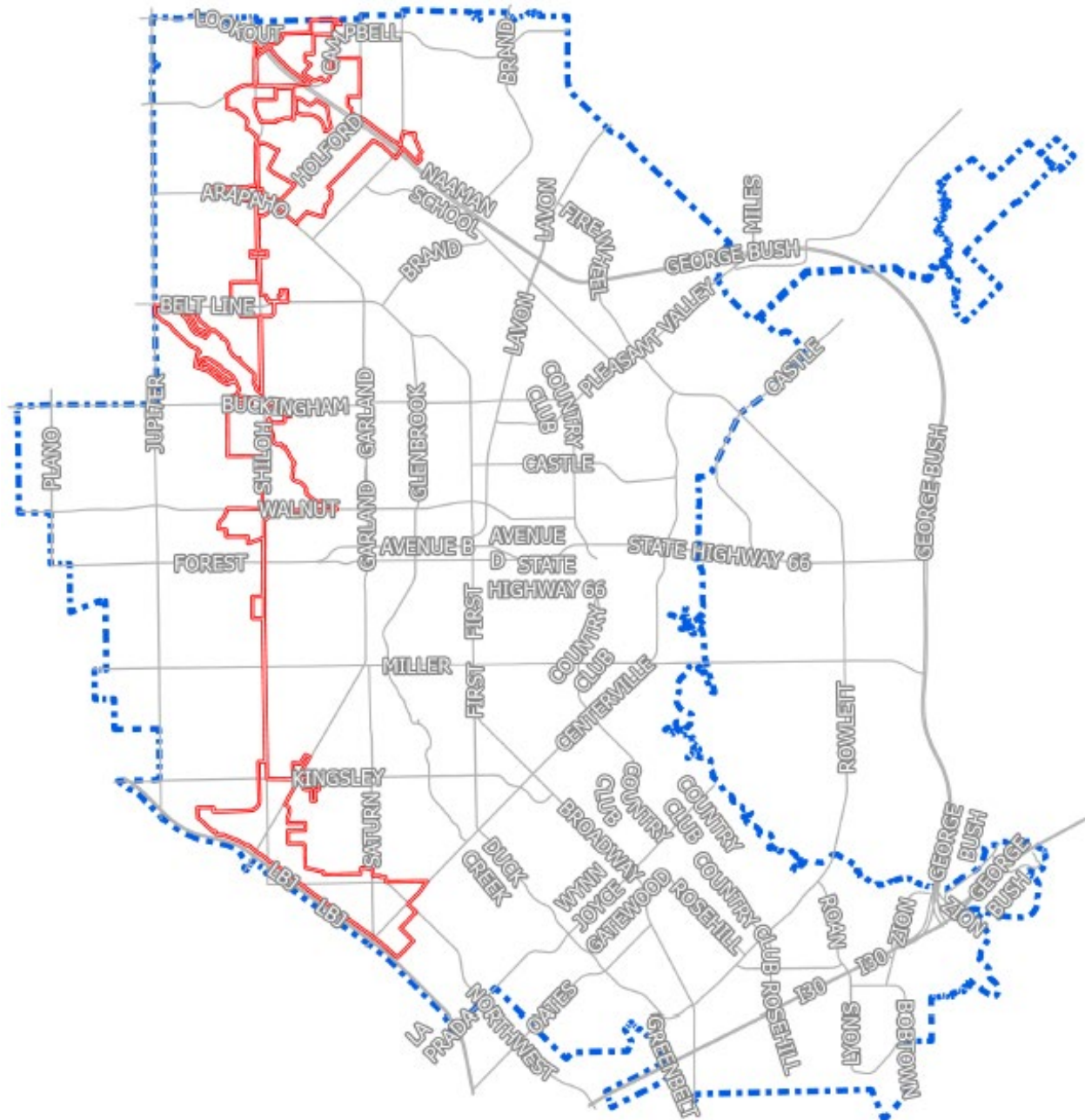


Exhibit "C"

Tax Increment Financing Reinvestment Zone No. 3

Project and Finance Plan



GARLAND

PLANNING REPORT

City Council Regular Session

6. a.

Meeting Date: 02/18/2025

Item Title: Z 24-37 Prime Data Centers / Munsch Hardt Kopf & Harr (District 7)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) an updated Concept Plan for a Data Center and Electric Substations.

LOCATION

Northeast Corner of Arapaho Road and Holford Road

OWNER

Woodlands of Spring Creek LP

PLAN COMMISSION RECOMMENDATION

On December 9th, 2024, with a nine (9) to zero (0) vote, the Plan Commission recommended approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) an updated Concept Plan for a Data Center and Electric Substations.

STAFF RECOMMENDATION

As the proposed expansion of an existing PD generates the path for a more efficient use of an approved development site and enables building footprint to be placed away from a natural preserve, staff recommends approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary 2) an updated Concept Plan for a Data Center and Electric Substations.

BACKGROUND

The subject property is currently undeveloped. The applicant proposes an update to Planned Development (PD) District 23-47 for Community Office (CO) District Uses containing a data center and an electric substation to support the data center. This update will expand the site from 48.93 acres to 54.54 acres by adding a 5.611-acre piece of land zoned Agricultural (AG) District at the corner of Arapaho Road and Holford Road. This land is proposed to be rezoned and incorporated into the existing PD and data center site, containing access points, a gate, and other proposed equipment.

SITE DATA

The subject property contains approximately 54.54 acres with the addition to the site being 5.611 acres. Also, the site has approximately 2,275 linear feet of frontage along Holford Road and 700 linear feet along Arapaho Road. The site can be accessed from two access points along Holford Road within the 5.611-acre addition.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Planned Development (PD) District 23-47 for Community Office Uses and Data Center with an accompanying substation and Agricultural (AG) District. The Agricultural District is generally intended for agricultural or open space purposes.

The expansion of the Planned Development (PD) District 23-47 onto the neighboring Agricultural (AG) District lot triggers a rezoning of the site, though a data center and accompanying substation are now allowed by right on the land included in the Planned Development. The inclusion of the additional area within the PD would ensure the entire

development of the proposed data center remain under one zoning district. Additionally, the updated concept plan incorporates the change of the driveway location and access points, which creates improved vehicular entry/exit and flow for the site and also shifts the buildings southward, away from the Spring Creek Forest Preserve, which is considered an added benefit. There are no proposed changes to the provisions and conditions approved with the original PD 23-47.

CONSIDERATIONS

Planned Development:

The Planned Development (PD) District Ordinance 23-47 will remain in effect on the current site and applied to the proposed area of expansion, if approved.

COMPREHENSIVE PLAN

The Envision Garland Plan designates the subject property as Compact Neighborhoods. Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns.

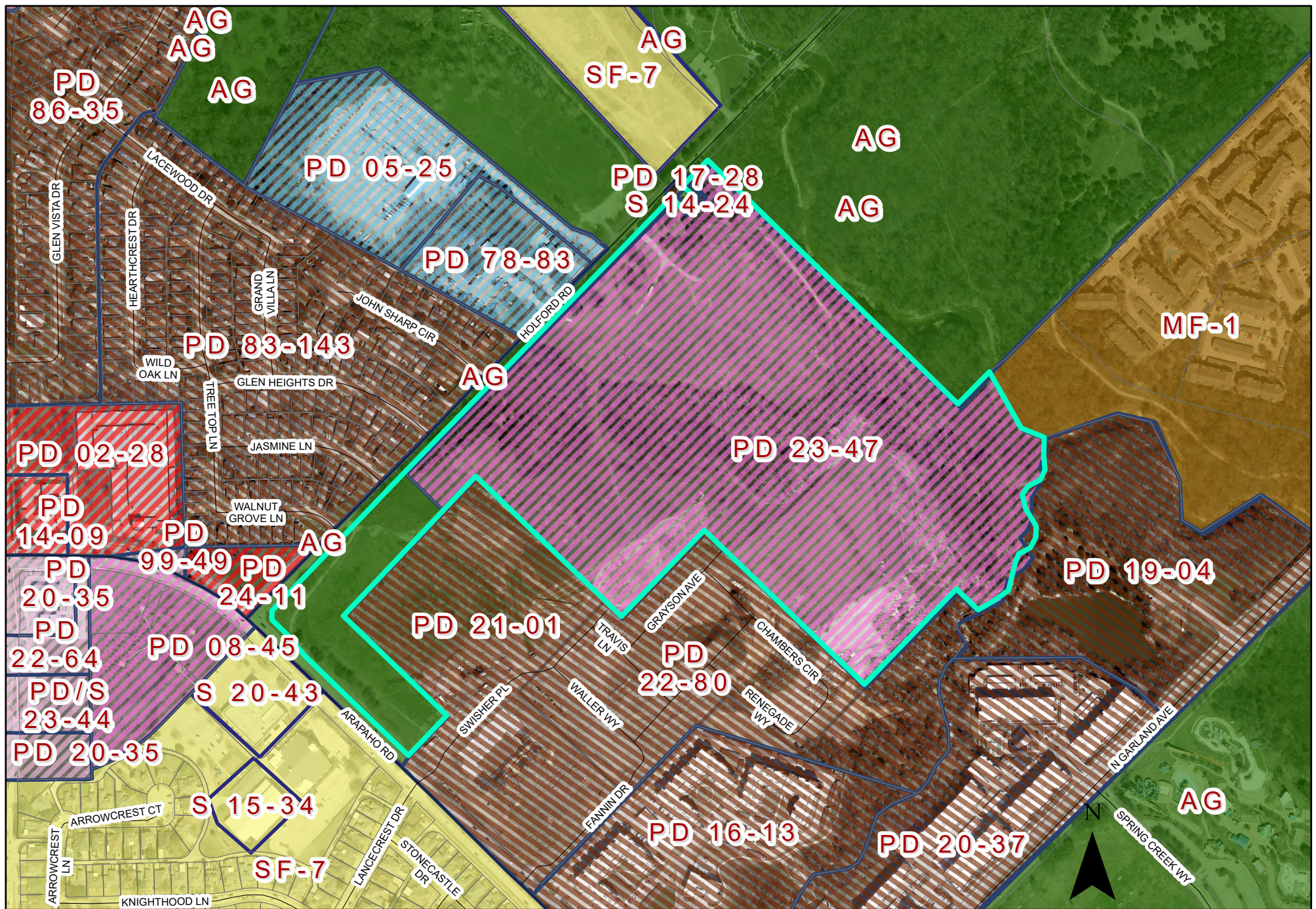
The proposed expansion will not have an additional impact on the area as it would be an expansion of an approved development.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the northeast is zoned Agricultural (Ag) and contains the Spring Creek preserve. The properties to the east are zoned Planned Development (PD) District 19-04 and Multi-Family-1 (MF-1) District; these properties are developed with apartment complexes. The properties to the south are zoned Planned Development (PD) District 22-80 and Planned development (PD) District 21-01; there is a senior living complex under construction. The properties to the west, across Holford Road, are zoned Agricultural (AG) District, Single-Family-7 (SF-7) District and Planned Development (PD) District 78-83; there is a fire station across Holford Road.

Attachments

Z 24-37 Location Map
Z 24-37 PD Conditions
Z 24-37 Concept Plan
Z 24-37 R&M
Z 24-37 Responses
Z 24-37 Staff Presentation



	ZONING MAP Z 24-37	 INDICATES AREA OF REQUEST
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Northwest Corner of Arapaho Road and Holford Road

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 23-47

2000 Holford Road

I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Data Center and Electric Substations.

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 Community Office (CO) District are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. **Development Plans:**

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

V. **Specific Conditions:**

A. Permitted Uses: Only a Data Center Use and Electric Substation 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. Landscape Plan: Screening and landscaping shall be in general conformance with the landscape plan labeled Exhibit D.

If an easement interferes with landscaping along Holford Road, the large canopy trees may be

substituted with small ornamental trees.

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.

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

REPORT & MINUTES

P.C. Meeting, December 9, 2024

3b. APPROVED Consideration of the application of **Prime Data Centers / Munsch Hardt Kopf & Harr**, requesting approval of 1) an expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) an updated Concept Plan for a Data Center and Electric Substations. The site is located at the Northeast Corner of Arapaho Road and Holford Road. (District 7) (File Z 24-37)

Ms. Nur provided a presentation and answered questions of the Plan Commission.

There was a question by the Commission regarding the traffic that this development could potentially bring.

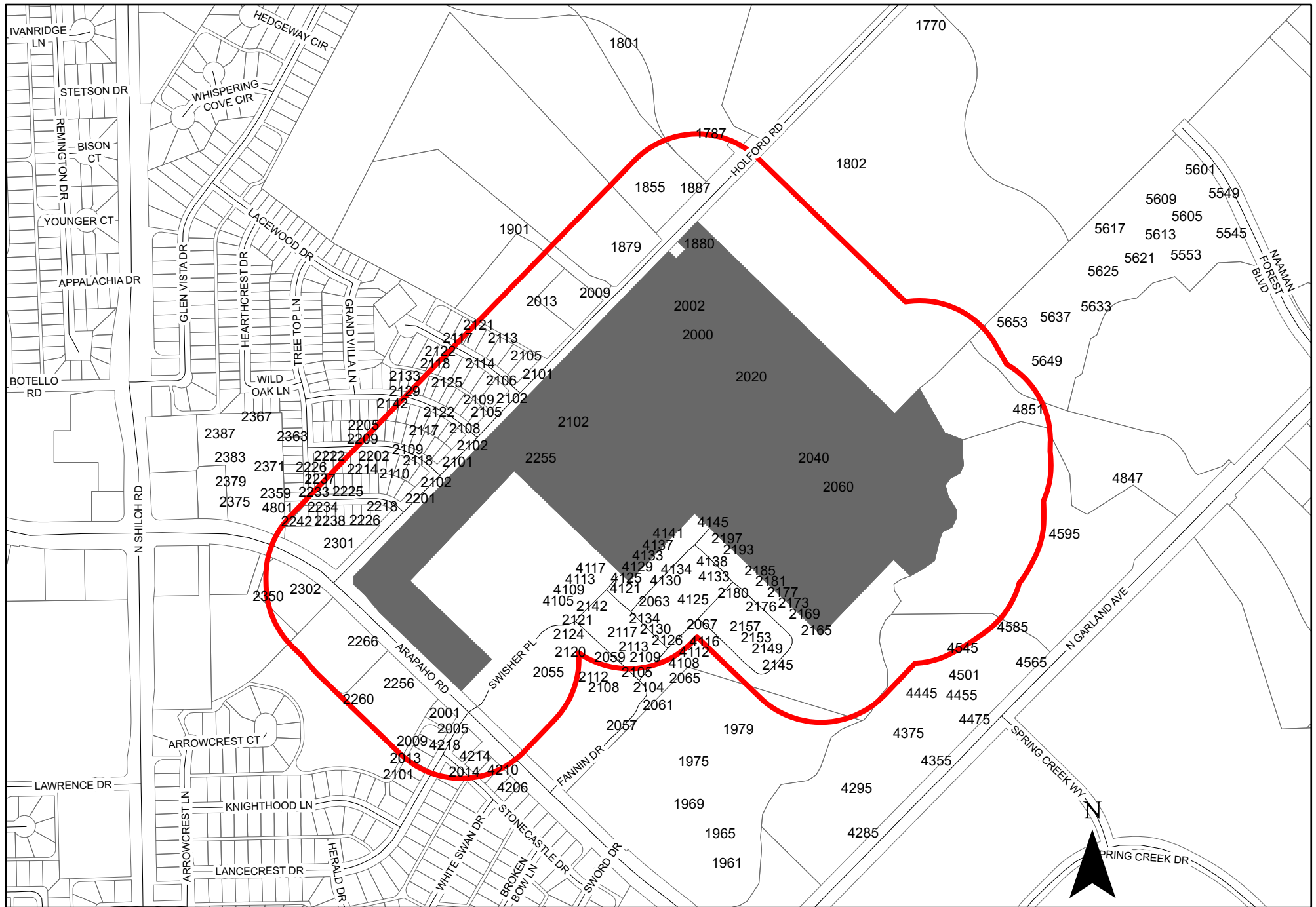
Staff clarified that this development would not produce an increase in traffic.

The applicant, Angela Hunt, 500 N. Akard St., Dallas, TX 75201, provided an overview of the request and remained available for questions.

There was a question by the Commission regarding the future use of the corner of the property once the construction is finished.

The applicant stated that the plans will be to speak with the City for potential uses down the line once the development is finished.

Motion was made by Commissioner Abell to close the public hearing and **approve** the application as presented. Seconded by Commissioner Rose. **Motion carried: 9 Ayes, 0 Nays.**



ZONING MAP Z 24-37

Northeast Corner of Arapaho Road and Holford Road

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 24-37	December 9, 2024	January 7, 2025	Matthew Wolverton

Z 24-37 Prime Data Centers/Munsch Hardt Kopf & Harr. The applicant proposes an expansion of the existing Planned Development (PD) District 23-47 for a Data Center and Electric Substations to the northeast corner of Arapaho Road and Holford Road, currently zoned Agricultural (AG) District. The site is located at 2000 Holford Road. (District 7)

**Andrea
Rodriguez**
12/19/2024
1:06:07 AM

Against

3601 Bluesage
Garland
Texas
United States
75040

Outside of Notification Area



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Approval of 1) An expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary to primarily accommodate a change in the driveway location 2) An updated Concept Plan for a Data Center and Electric Substations.

City Council Meeting

January 7, 2025

Z 24-37

CASE INFORMATION

Location: Northeast Corner of Arapaho Road and Holford Road

Applicant: Prime Data Centers / Munsch Hardt Kopf & Harr

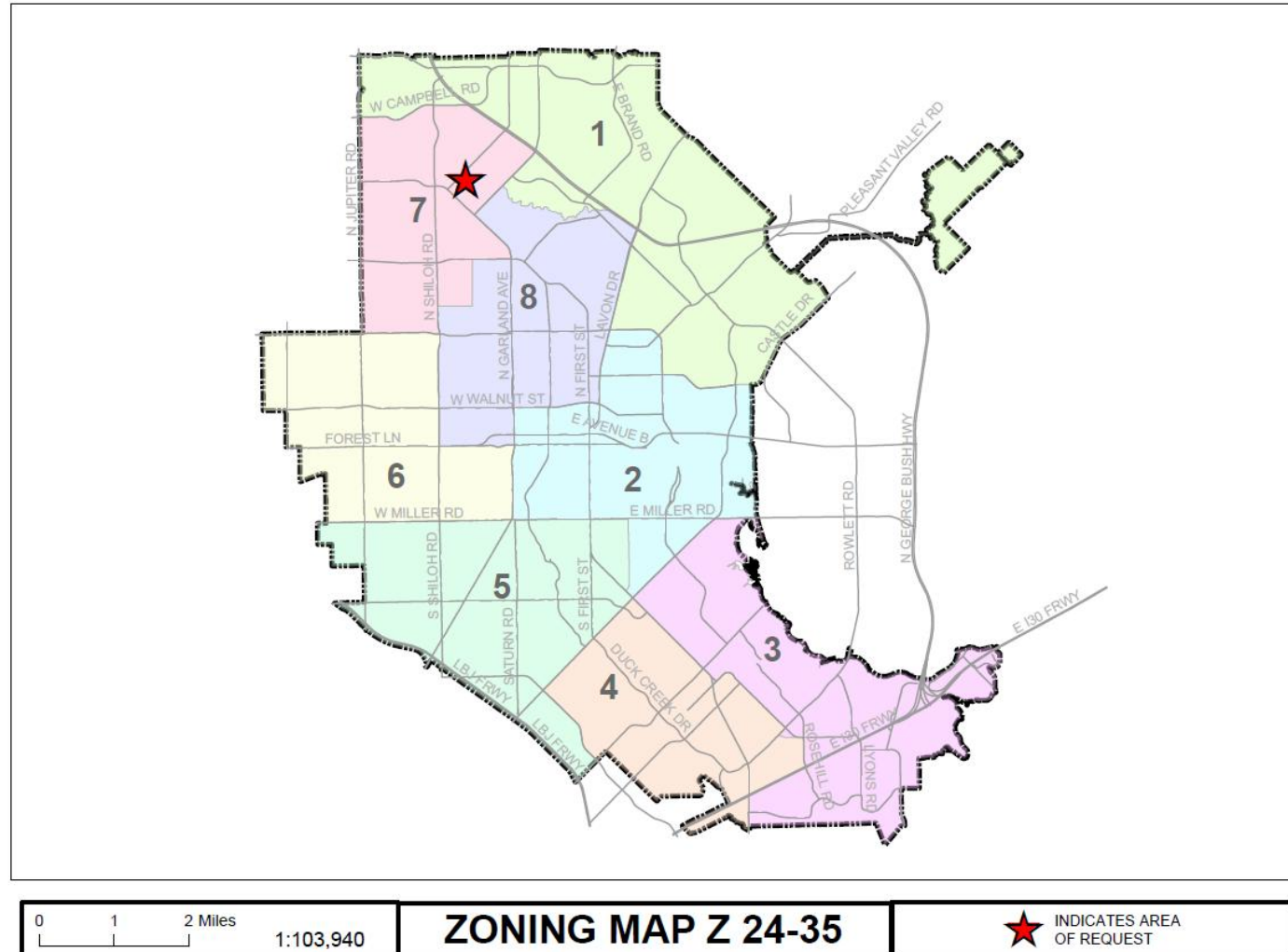
Owner: Woodlands of Spring Creek LP

Acreage: 54.54 acres

Zoning: Planned Development (PD) District 00-39 and Agricultural



CITYWIDE LOCATION MAP

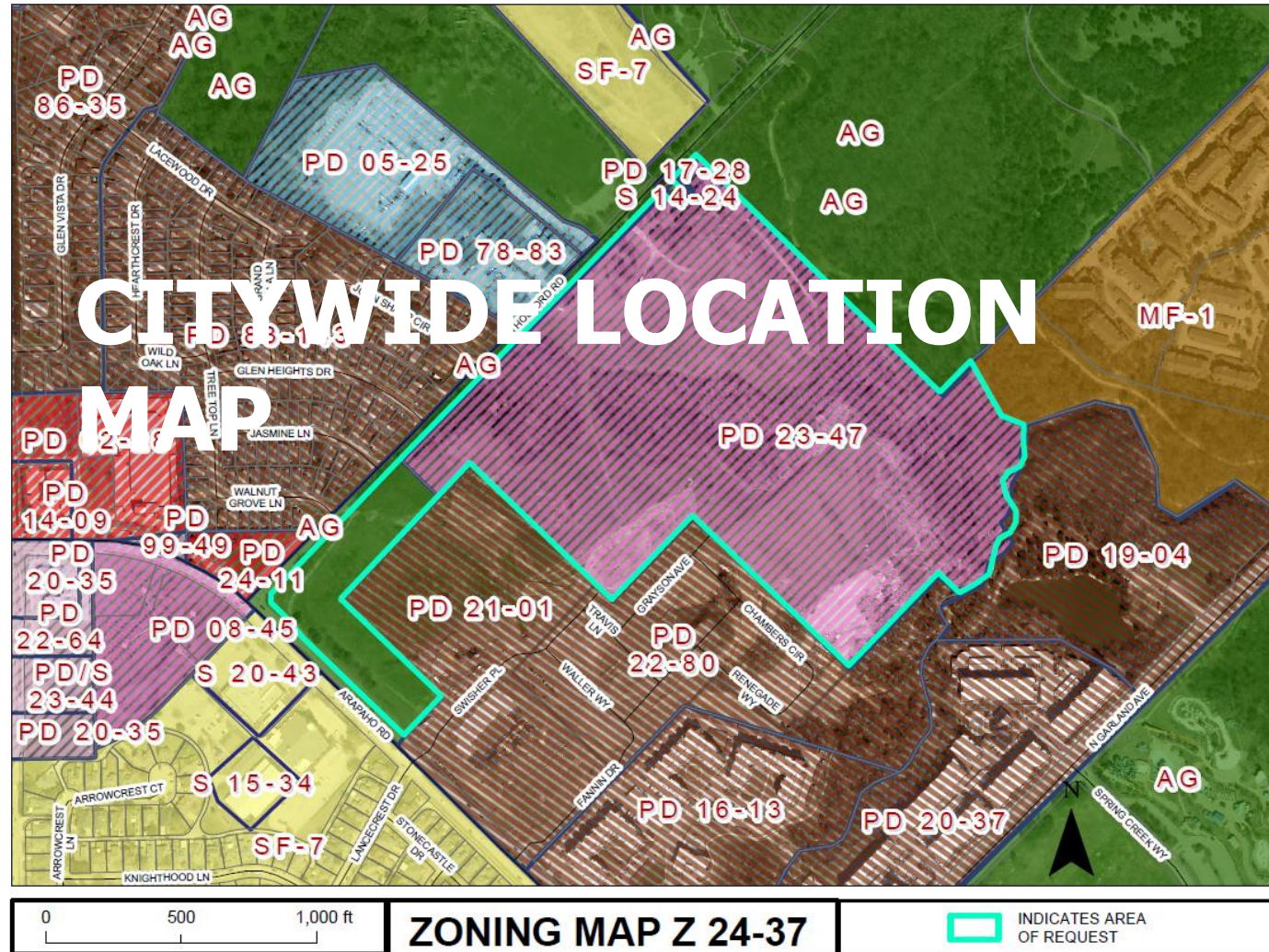


Z 24-37



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LOCATION MAP



Northwest Corner of Arapaho Road and Holford Road

Z 24-37



GARLAND
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PHOTOS



View from the subject site looking West Toward the neighborhood.



View from the subject site looking down Arapaho Road

Z 24-37



GARLAND
TEXAS MADE HERE

PHOTOS



View from the subject site looking North up Holford Road

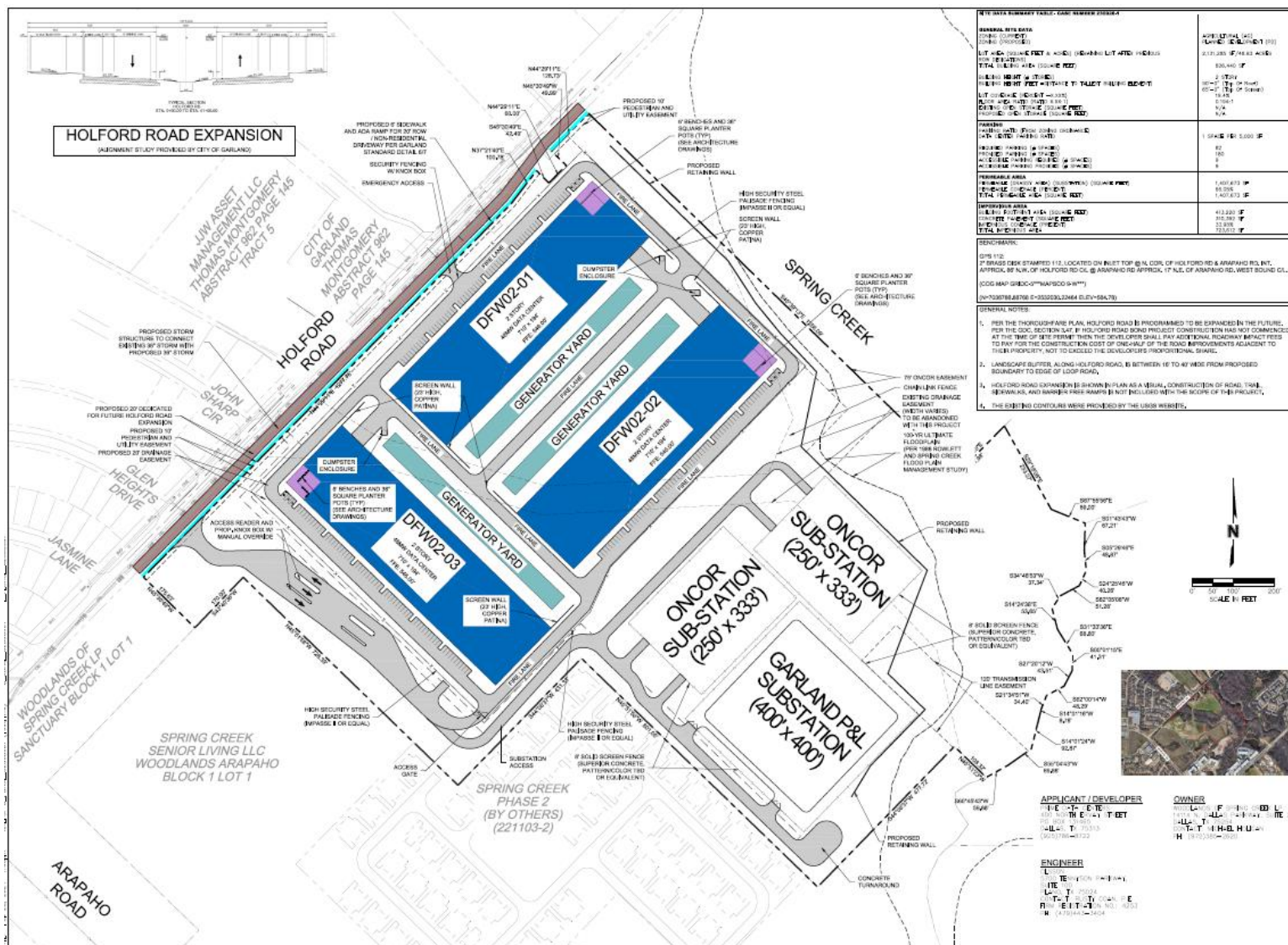


View of the subject site South down Holford Road

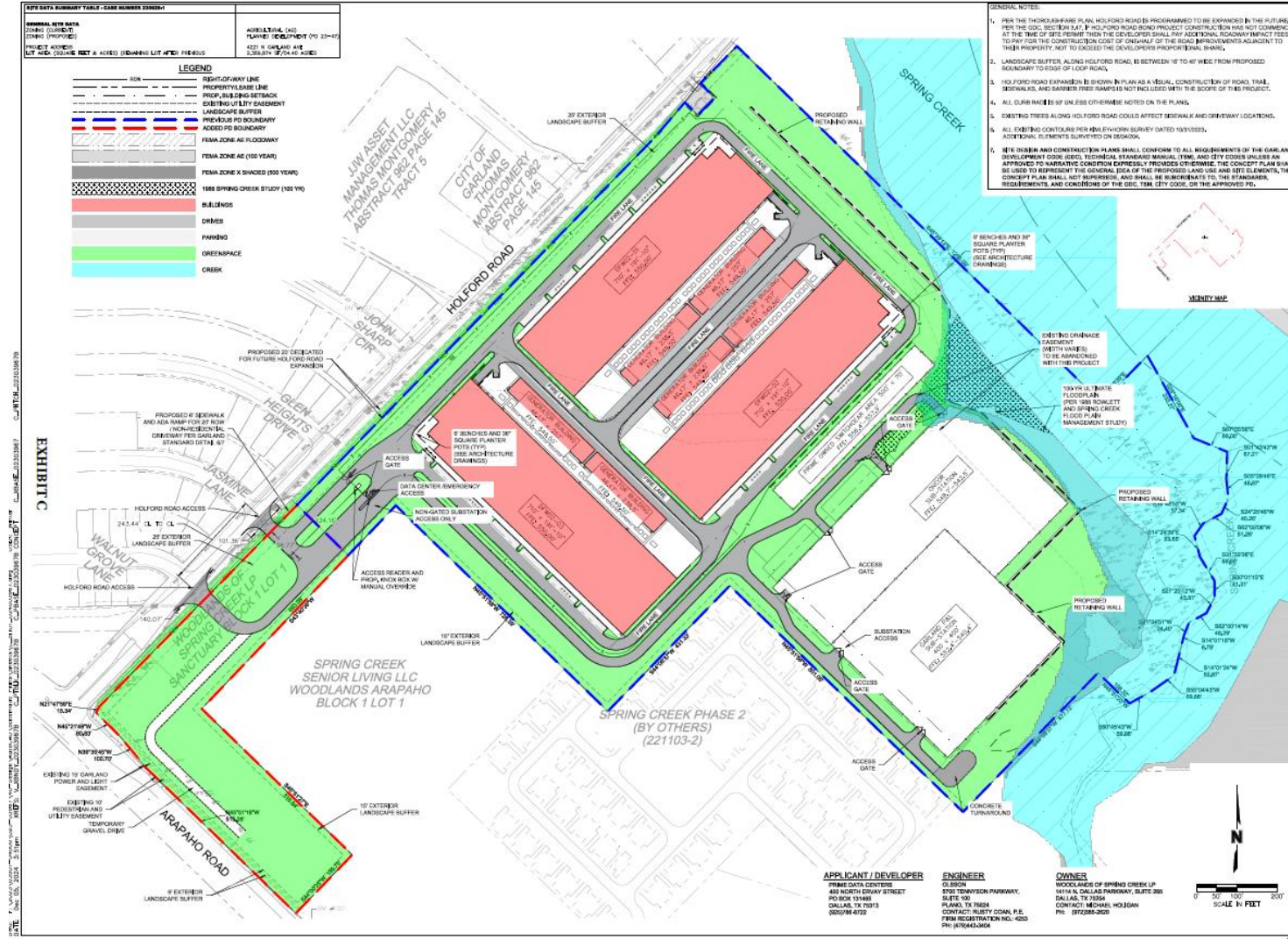
Z 24-37



Z 24-37



UPDATED CONCEPT PLAN





STAFF RECOMMENDATION

Staff is recommending:

- Approval of

- 1) An expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary;
- 2) An updated Concept Plan for a Data Center and Electric Substations.



PLAN COMMISSION

Plan Commission is recommending:

- Approval of

- 1) An expansion of the existing Planned Development district 23-47 for Community Office (CO) uses to include additional area (currently zoned Agricultural) within the PD boundary;
- 2) An updated Concept Plan for a Data Center and Electric Substations.



GARLAND
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GARLAND

PLANNING REPORT

City Council Regular Session

6. b.

Meeting Date: 02/18/2025

Item Title: Z 24-38 Letron Thomas (District 3)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of 1) a Specific Use Provision for a Used Goods, Retail Sales (Indoors) Use on a property zoned Community Retail (CR) District and 2) a Concept Plan for a Used Goods, Retail Sales (Indoors) Use.

LOCATION

3338 Broadway Boulevard, Suite #314

OWNER

Huynh Investment Properties 3

PLAN COMMISSION RECOMMENDATION

On January 27, 2025, with an eight (8) to zero (0) vote, the Plan Commission recommended approval of 1) a Specific Use Provision for a Used Goods, Retail Sales (Indoors) Use on a property zoned Community Retail (CR) District and 2) a Concept Plan for a Used Goods, Retail Sales (Indoors) Use.

In addition, the Plan Commission recommended a five (5) year timeline for the Specific Use Provision.

STAFF RECOMMENDATION

As the Used Goods, Retail Sales (Indoors) Use is not consistent with the Future Land Use Map and not considered the highest and best use for with surrounding area, staff recommends denial of 1) a Specific Use Provision for a Used Goods, Retail Sales (Indoors) Use on a property zoned Community Retail (CR) District and 2) a Concept Plan for a Used Goods, Retail Sales (Indoors) Use.

BACKGROUND

The site is zoned Community Retail (CR) District and developed with a shopping center. The applicant proposes to open a Used Goods, Retail Sales (Indoors) Use in one of the suites. Per the GDC, the Used Goods, Retail Sales (Indoors) Use is only allowed by Specific Use Provision (SUP) in the CR zoning district.

SITE DATA

The subject site is an approximately 6,536 square foot suite within a 4.897-acre property and has approximately 437 linear feet of frontage along Broadway Boulevard. The site can be accessed from two points along Broadway Boulevard and a mutual access drive via the neighboring shopping center, with an entrance along Colonel Drive.

USE OF PROPERTY UNDER CURRENT ZONING

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

CONSIDERATIONS

1. The applicant is requesting the SUP to be twenty (20) years. The SUP time period guide recommends a period of 20-30 years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site. Neighborhood centers are areas with a mix of retail, services, and community gathering places. While it is scaled to accordingly to adjacent residential areas, it is not exclusively non-residential.

The proposed use is not compatible with the vision of the Comprehensive Plan. Staff considers this use to be more intense than what the Neighborhood Centers land use designation generally envisions, which would be more neighborhood-oriented uses and places where the communities could gather.

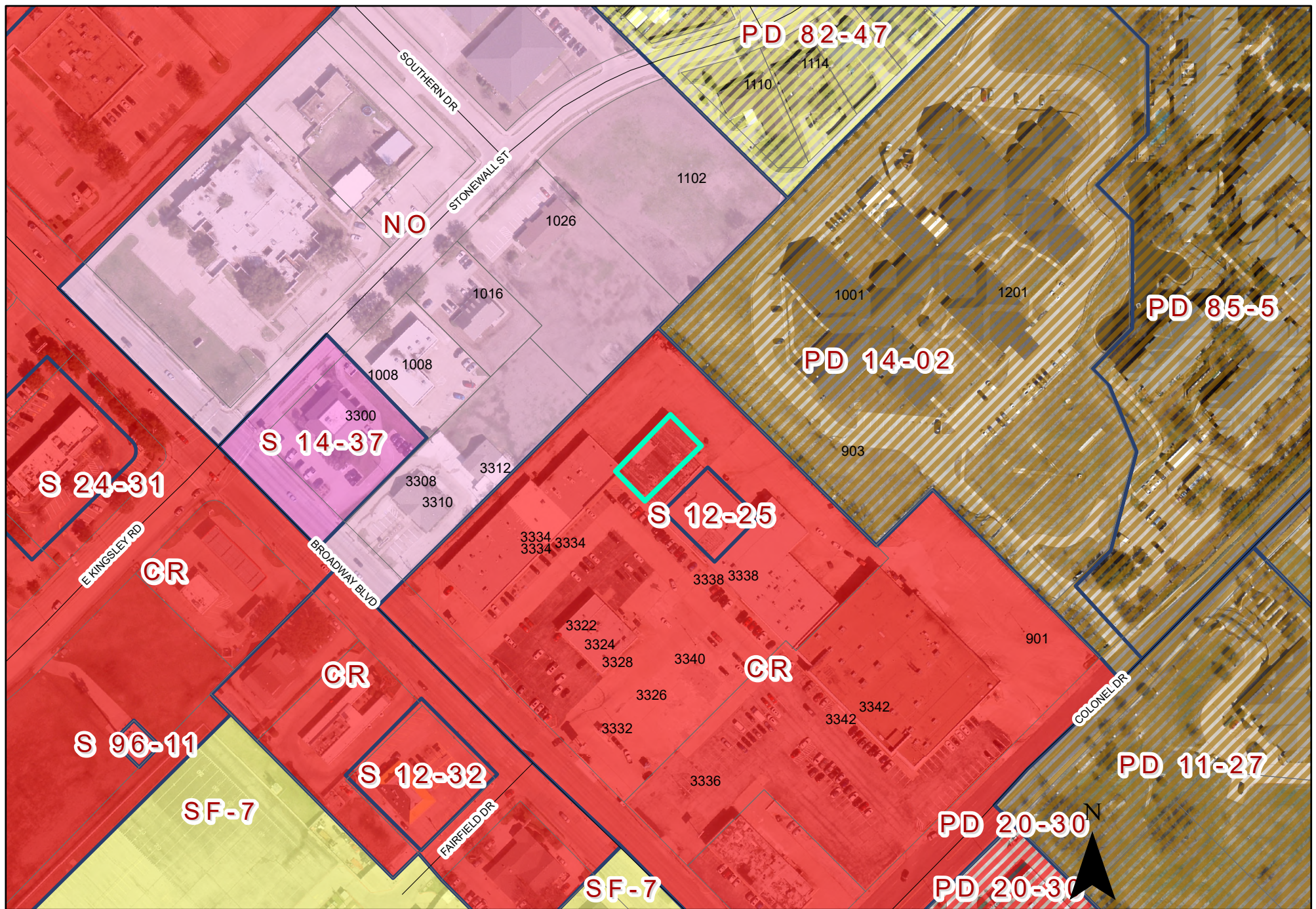
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the North are zoned Neighborhood Office (NO) and contain a mix of general office uses and medical/dental office clinic uses. The properties to the South are zoned Community Retail (CR) District and Planned Development (PD) District 20-30, containing a shopping center and separate fast-food drive-through restaurant uses. The properties to the East are zoned Planned Development (PD) District 14-02 for Nursing/Convalescent Care Uses. Finally, the properties to the West are zoned Community Retail (CR) District including Specific Use Provision S 12-32. These properties include a Medical and Dental Office/Clinic Use, fast food restaurants with and without a drive-through, and a Church.

While Staff recognizes that these shopping center developments may often attract the proposed use, Staff does not consider this to be the highest and best use for the general area. This area and the surrounding residential areas have the potential to attract more vibrant and desirable land uses to serve the neighborhoods. Additionally, there are two other similar uses (used good, retail store) in the general vicinity so the residents needing access to these stores should already be served.

Attachments

Z 24-38 Location Map
Z 24-38 SUP Conditions
Z 24-38 Concept Plan
Z 24-38 R&M
Z 24-38 Responses
Z 24-38 Staff Presentation



0 200 400 ft

ZONING MAP Z 24-38

 INDICATES AREA OF REQUEST

3338 Broadway Blvd, Suite#314

**SPECIFIC USE PROVISION CONDITIONS RECOMMENDED BY
PLAN COMMISSION**

ZONING FILE Z 24-38

3338 Broadway Boulevard, Suite 314

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

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

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

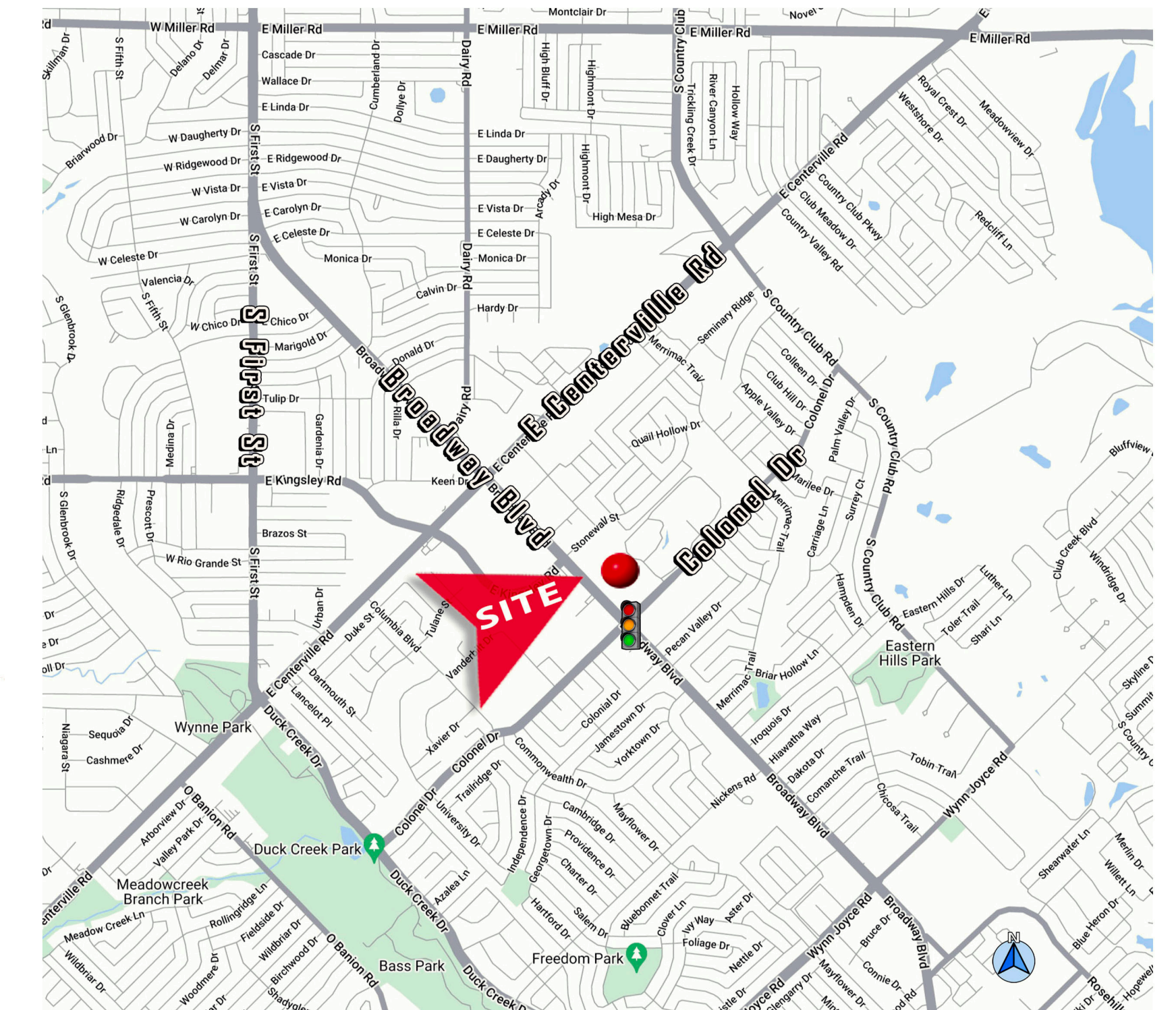
F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

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

V. Specific Regulations:

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

● Case Number: 240 912-3



● Case Number: 240 912-3

● Club Hill Square
3322-3328, 3334, 3338 Broadway,
Garland, Texas 75043

- Name of Owner: Huynh Investment Properties 3, LLC
- Name of Applicant Huynh Investment Properties 3, LLC
- Address: 3616 Dahlia Dr., Grand Prairie, TX 75052
- Phone Number: 817-666-5688
- Zoned: S12-25 CR

"Site design and construction plans shall conform to all requirements of the Garland Development Code (GDC), Technical Standard Manual (TSM), and City codes unless an approved PD narrative condition expressly provides otherwise. The concept plan shall be used to represent the general idea of the proposed land use and site elements. The concept plan shall not supersede, Concept Plan Preparation Checklist JUN -24 Page 2 of 2 and shall be subordinate to, the standards, requirements, and conditions of the GDC, TSM, City code, or the approved PD."



REPORT & MINUTES

P.C. Meeting, January 27, 2025

3a. APPROVED Consideration of the application of **Letron Thomas**, requesting approval of a Specific Use Provision (SUP) for a Used Goods, Retail Sales (Indoors) Use. The site is located at 3338 Broadway Boulevard Suite 314. (District 3)
(File Z 24-38)

The applicant, Letron Thomas, 333 Broadway Blvd., Ste. 314, Garland, TX 75043 and the landlord, Kevin Phan, 3616 Dahlia Dr., Grand Prairie, TX 75052, provided an overview of the request and remained available for questions.

The Commission asked several questions regarding the applicant's inventory and timeline.

The applicant and landlord responded to those questions.

Motion was made by Commissioner Paris to **approve** the application as presented with a 5-year SUP. Seconded by Commissioner Rose. **Motion carried: 8 Ayes, 0 Nays.**



3338 Broadway Blvd, Suite#314

Morales, Elisa

From: Zenscaping <info@zenscaping.com>
Sent: Friday, January 24, 2025 7:50 AM
To: Planning Group
Subject: 3338 Broadway Blvd Garland Texas - Resale Proposal Response

Some people who received this message don't often get email from info@zenscaping.com. [Learn why this is important](#)

To whom it may concern,

My name is Sean Davis and I live at 3910 Zion Road Garland, Texas 75043. I noticed there were no responses to this proposal so far which surprised me given the nature of what's being requested, so here's my quick two cents:

NO

If this was something obvious, say a large warehouse like the kind being built off the George Bush near the Hinton landfill, most would likely consider that an obvious mistake. While a thrift store is not a giant warehouse, in my opinion it's impact can be equally negative in an suburban environment. As the Planning Department staff have pointed out, there are other businesses nearby that offer similar services. More will promote the "categorization" of the neighborhood. Like an abundance of pawn shops, used car dealerships, vaping/head shops or "Vice" stores, thrift shops often do not promote neighborhoods with higher potential, and this Investment group is asking for a SUP of 20-30 years. That's a long time to carry that kind of water for the people who live nearby on Merrimac Trail, Pecan Valley or Stonewall Street, not to mention the businesses that hope to expand in that center. In my experience such businesses weigh down neighborhoods and do not promote long term growth. This is universally true in cities all over the country and It can be hard to turn those neighborhoods around later on. Garland must turn the page on rubberstamping these kinds of things if we hope to promote a more desirable city to live in.

Thank you for your time.

Sean Davis

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.

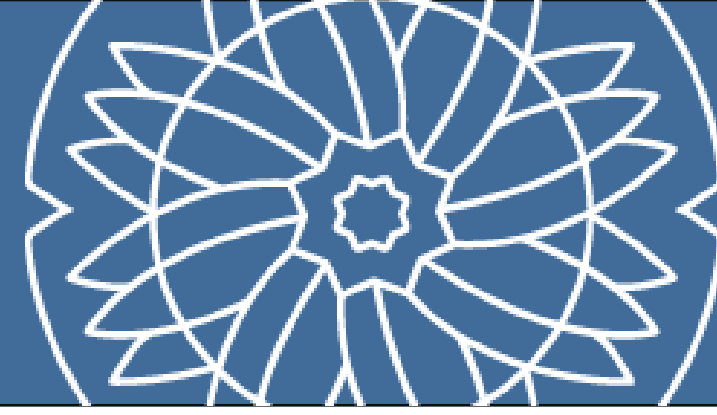


GARLAND

City Council Meeting

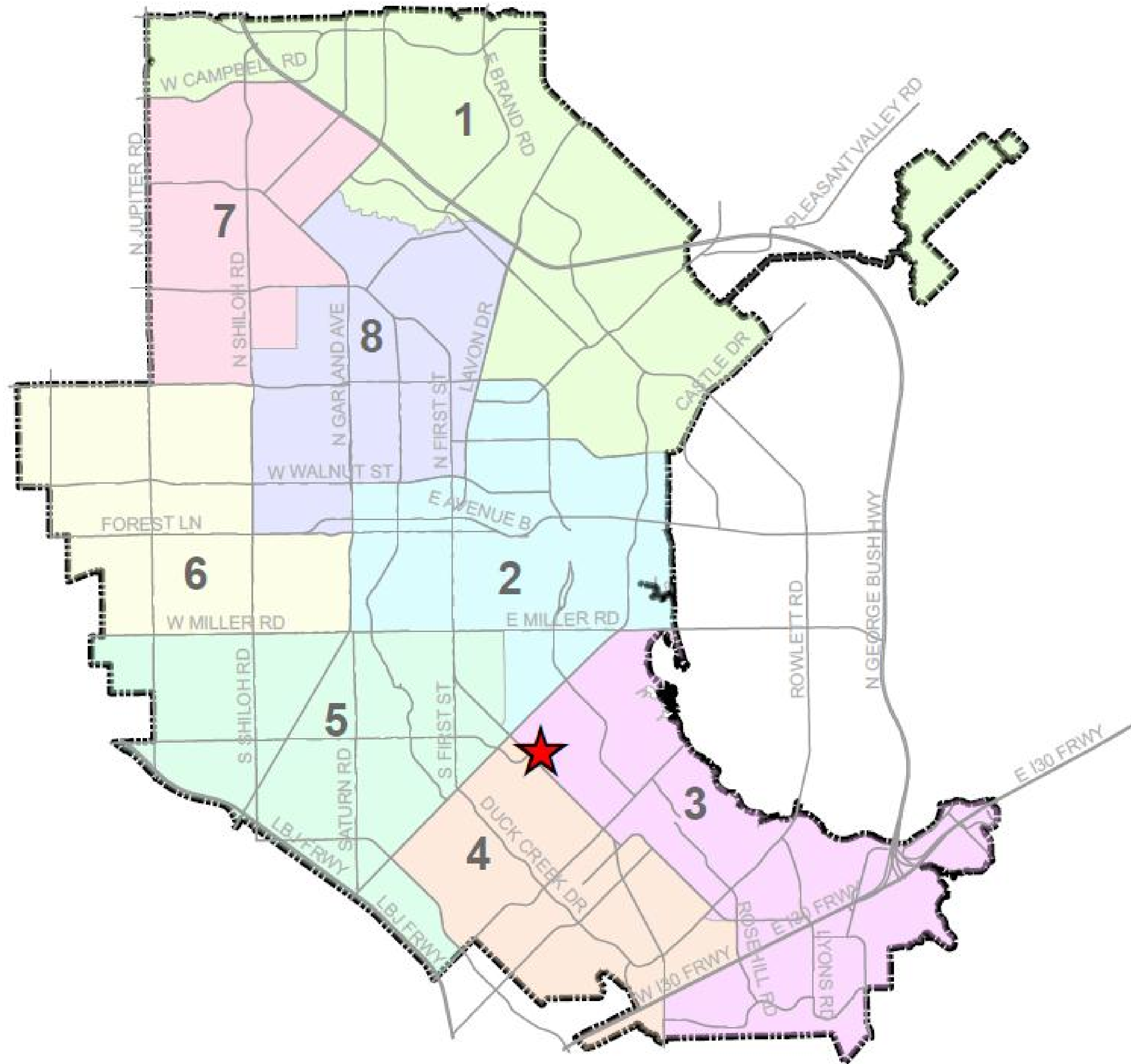
February 18, 2025





Request

The applicant requests a Specific Use Provision for a **Used Goods, Retail Sales (Indoors)** Use on a property zoned Community Retail (CR) District.



Case Information

Location: 3338 Broadway Boulevard, Suite #314

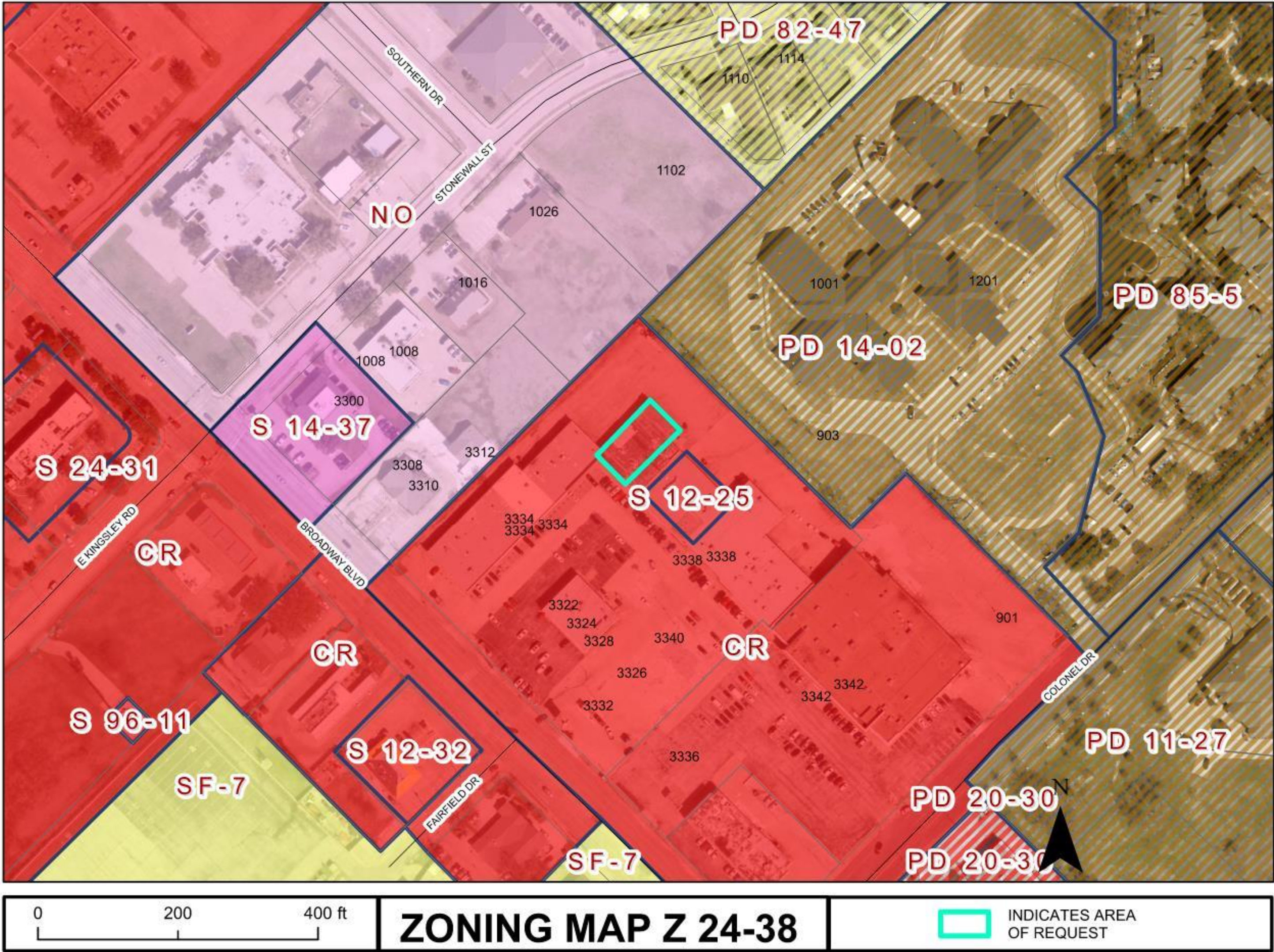
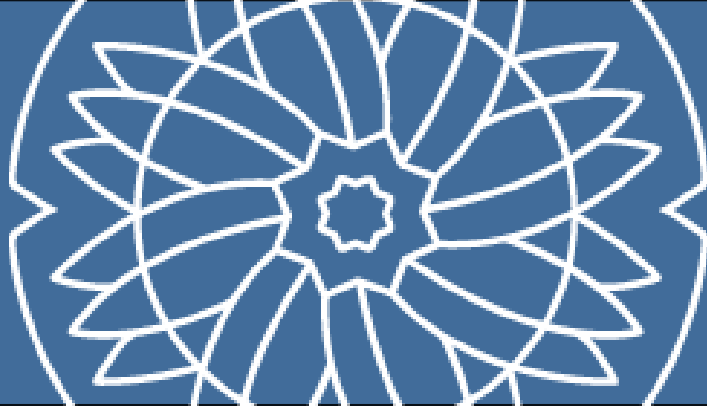
Applicant: Letron Thomas

Owner: Huynh Investment Properties 3

Square Footage: 6,536 square feet (leasing area)

Zoning: Community Retail (CR) District

Location Map



3338 Broadway Blvd, Suite#314

Comprehensive Plan



Title

Neighborhood Centers

This paragraph actually is a good place for title description



A mix of retail, services and community gathering places, appropriately scaled to adjacent residential areas

Site Photos

3338 Broadway Boulevard, Suite #314



View of the subject site from the parking lot of the shopping center



View from the subject site looking east from Broadway Boulevard

Site Photos

3338 Broadway Boulevard, Suite #314

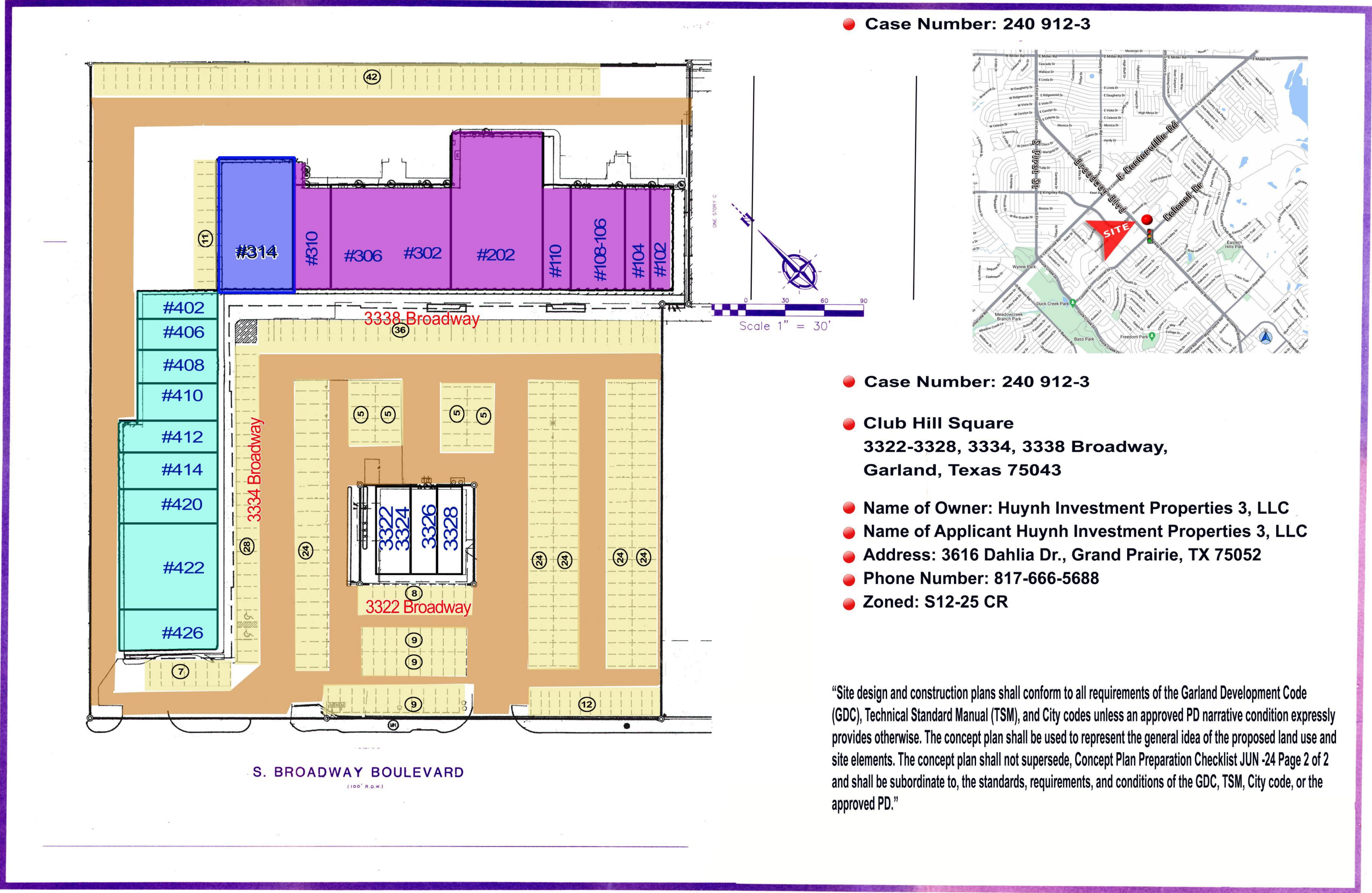
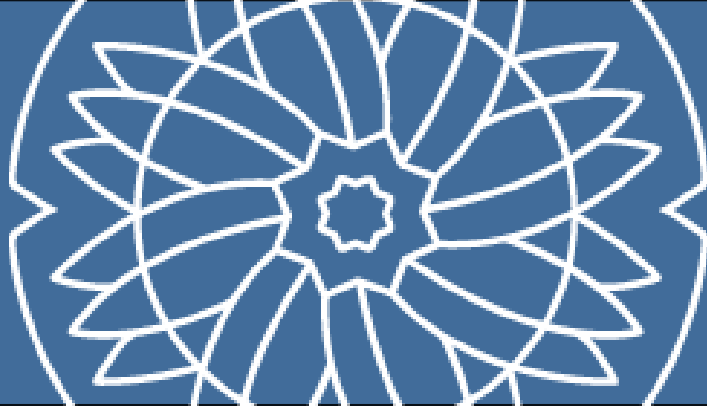


View from the subject site looking north up
Broadway Boulevard

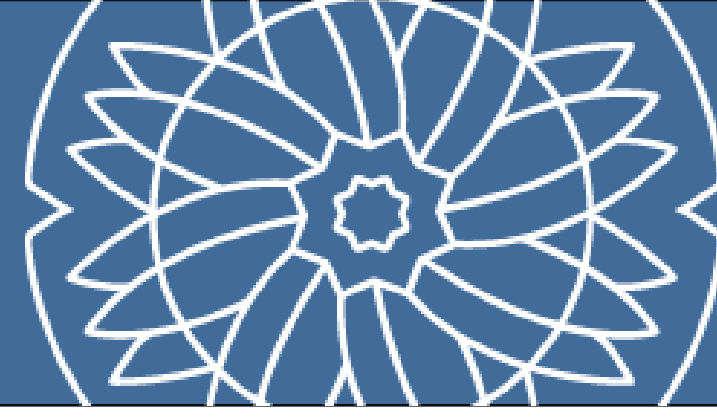


View from the subject site looking south down
Broadway Boulevard

Concept Plan



SUP Timeline

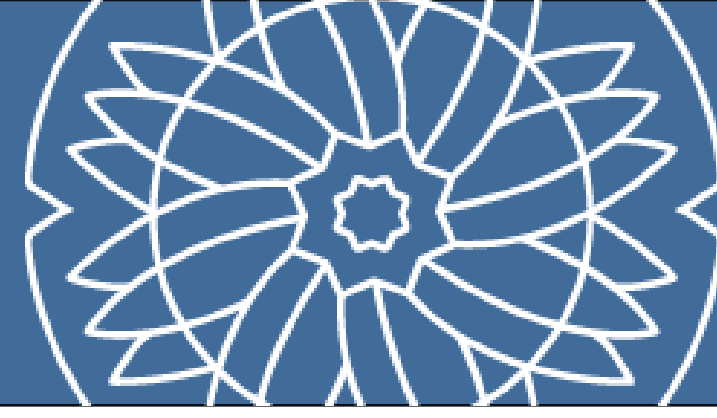


Applicant Request: 20 years

Plan Commission Recommendation: 5 years

[The SUP Time Period Guide recommends a range of twenty (20) to twenty-five (25) years]

Recommendations



Staff Recommendation: Denial

Plan Commission Recommendation: Approval for 5 years



Response Letters

Thank You

Questions?





GARLAND

PLANNING REPORT

City Council Regular Session

6. c.

Meeting Date: 02/18/2025

Item Title: Z 24-40 Yesenia Morales (District 8)

Submitted By: Matthew Wolverton, Development Planner

REQUEST

Approval of a Change in Zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District.

LOCATION

409 School Street

OWNER

Yesenia Morales

PLAN COMMISSION RECOMMENDATION

On January 27, 2025, with an eight (8) to zero (0) vote, the Plan Commission recommended approval of a Change in Zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District. The site is located at 409 School Street.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District.

BACKGROUND

The subject site is currently a single-family detached house. The owner wishes to expand the house and renovate, but the site is zoned Community Retail (CR) District, making this a nonconforming use which cannot be expanded.

From the records of Dallas County Appraisal District, the home was built in 1962. Staff has not been able to verify what the zoning was on the property back in 1962, but it has been nonresidential for at least the last forty years.

In order to move forward with the proposed expansion project, the applicant is requesting rezoning of the property to SF-5.

SITE DATA

The site is approximately 8,589 square feet and is accessed from School Street.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Community Retail (CR) District and is currently occupied by a single-family detached house.

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

CONSIDERATIONS

1. The request is a traditional rezoning without the formation of a Planned Development (PD) District. These requests do not require Concept 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. In the event the Zoning Change request is approved, the submittal will be reviewed during the permitting process that staff will examine the proposed development and verify compliance with all the applicable regulations.
3. The property owner's proposed expansion project requires a paved alley in order to make a new driveway connection to the alley. The property owner has made a petition for alley pavement, which is under consideration. However, the petition approval is dependent upon several factors such as Council approval. If the petition is not approved, the proposed plans will need to be changed for the expansion.
4. Staff would like to mention that the proposed plan will need to meet all applicable regulations and building code to move forward with the proposed expansion if the zoning is approved.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject site. Neighborhood centers are areas with a mix of retail, services, and community gathering places. While it is scaled to accordingly to adjacent residential areas, it is not exclusively non-residential.

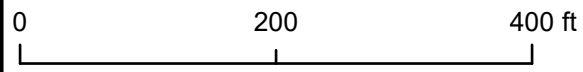
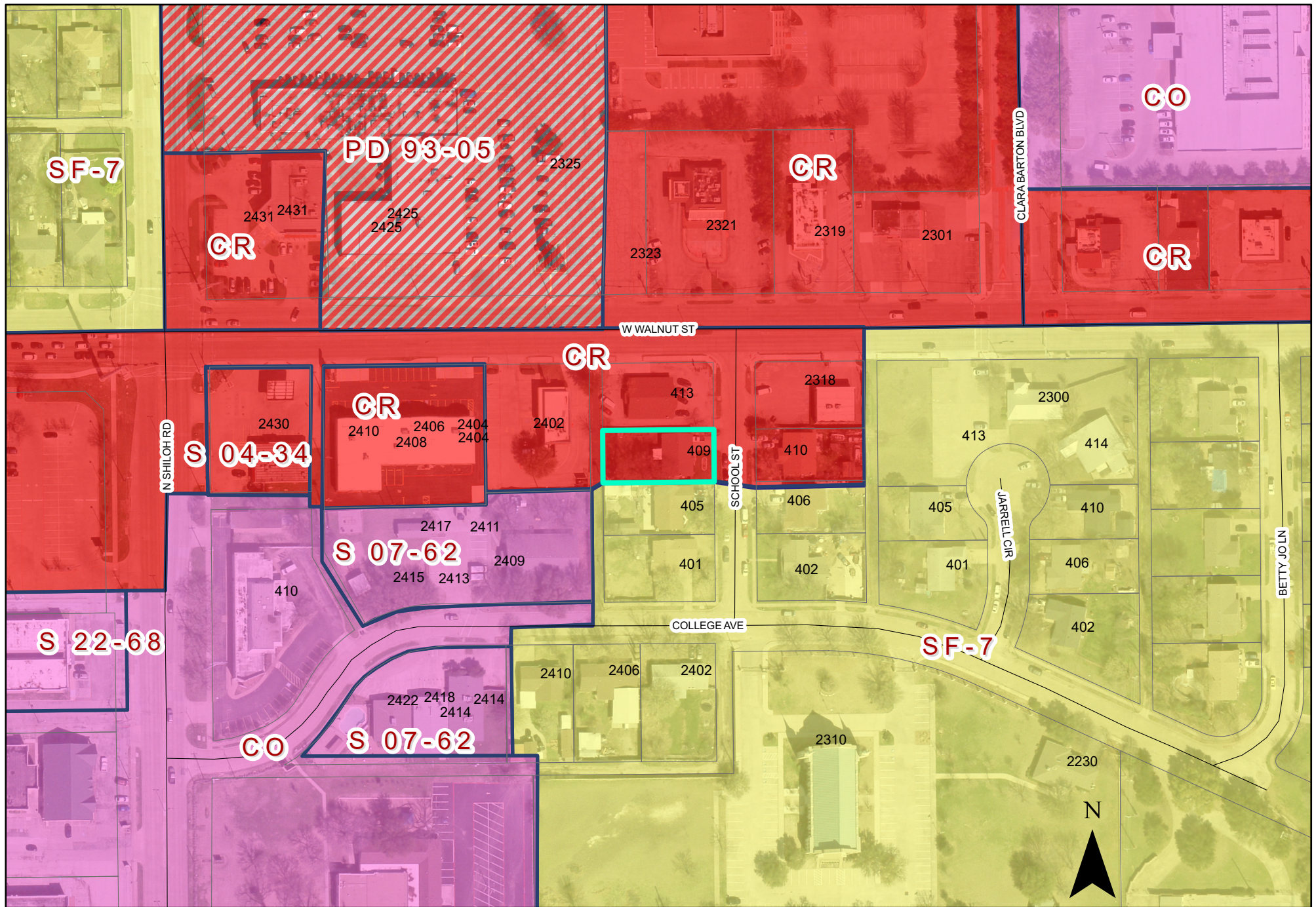
COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the South is zoned Single-Family-7 (SF-7) District and is a similar size lot containing a similar sized single-family detached house. The property to the East is zoned Community Retail (CR) District and contains a similar sized lot and single-family detached house. The property to the North is zoned Community Retail (CR) District and contains a barber and hair stylist school. The property to the West is also zoned Community Retail (CR) District and contains a restaurant without a drive-through.

The expansion and improvement of an already existing single-family home can contribute positively toward the overall surrounding areas in this context.

Attachments

Z 24-40 Location Map
Z 24-40 R&M
Z 24-40 Responses
Z 24-40 Staff Presentation



ZONING MAP Z 24-40

 INDICATES AREA OF REQUEST

409 School Street

REPORT & MINUTES

P.C. Meeting, January 27, 2025

3c. APPROVED Consideration of the application of **Yesenia Morales**, requesting approval of a change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District. The site is located at 409 School Street. (District 8) (File Z 24-40)

Motion was made by Commissioner Abell to **approve** the application as presented. Seconded by Commissioner Dalton. **Motion carried: 8 Ayes, 0 Nays.**



0 200 400 ft

ZONING MAP Z 24-40

INDICATES AREA OF REQUEST INDICATES NOTIFICATION AREA

409 School Street

Comment Form

Case Z 24-40

Z 24-40 Yesenia Morales. The applicant proposes a change in zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District. The site is located at 409 School Street (District 8)

Z 24-40 Yesenia Morales. El solicitante propone un cambio en la zonificación del Distrito Comunitario Minorista (CR) al Distrito Unifamiliar-7 (SF-7). El sitio está ubicado en 409 School Street. (Distrito 8)

Z 24-40 Yesenia Morales. Người nộp đơn đề xuất thay đổi phân vùng từ Quận Bán lẻ Cộng đồng (CR) sang Quận Một Gia đình-7 (SF-7). Địa điểm tọa lạc tại 409 School Street. (Quận 8)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Orlando Pineda - Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

406 School Street

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Tx 75042

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã B u Đình

Orlando Pineda Espinoza

Date / Fecha / Ngày

1/18/2025

Signature / Firma / Chữ ký
(Providing email address and phone number is optional / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn)

Comment Form

Case Z 24-40

Z 24-40 Yesenia Morales. The applicant proposes a change in zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District. The site is located at 409 School Street (District 8)

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Z 24-40 Yesenia Morales. Người nộp đơn đề xuất thay đổi phân vùng từ Quận Bán lẻ Cộng đồng (CR) sang Quận Một Gia đình-7 (SF-7). Địa điểm tọa lạc tại 409 School Street. (Quận 8)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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PAUL LAM DIEP (Business Owner)

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2431 W Walnut St #100

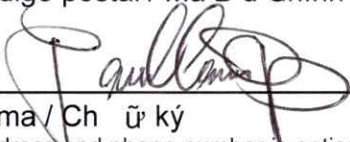
Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Texas 75042

City, State / Estado de la Ciudad / Thành bang

75042

Zip Code / Código postal / Mã B u Chính



Signature / Firma / Ch ữ ký

1 / 17 / 2025

Date / Fecha / Ngày

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Comment Form

Case Z 24-40

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Z 24-40 Yesenia Morales. Người nộp đơn đề xuất thay đổi phân vùng từ Quận Bán lẻ Cộng đồng (CR) sang Quận Một Gia đình-7 (SF-7). Địa điểm tọa lạc tại 409 School Street. (Quận 8)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Eleanor Garcia

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

405 Jarrell Circle

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Texas

City, State / Estado de la Ciudad / Thành phố

75042

Zip Code / Código postal / Mã Bưu Chính

Eleanor Garcia

01-23-2025

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

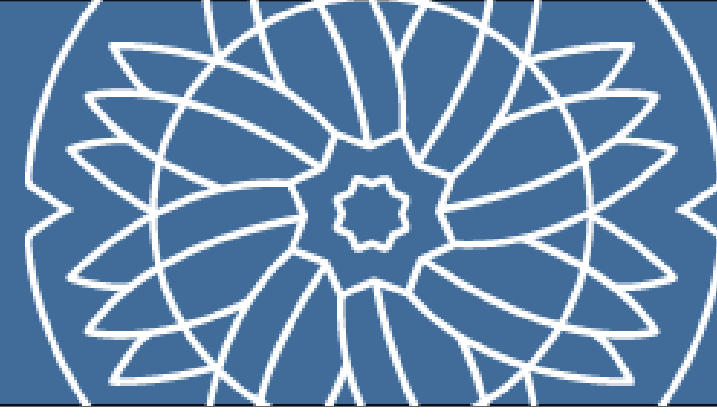


GARLAND

City Council Meeting

February 18, 2025





Request

The applicant requests a change in zoning from Community Retail (CR) District to Single-Family-5 (SF-5) District.

Case Information

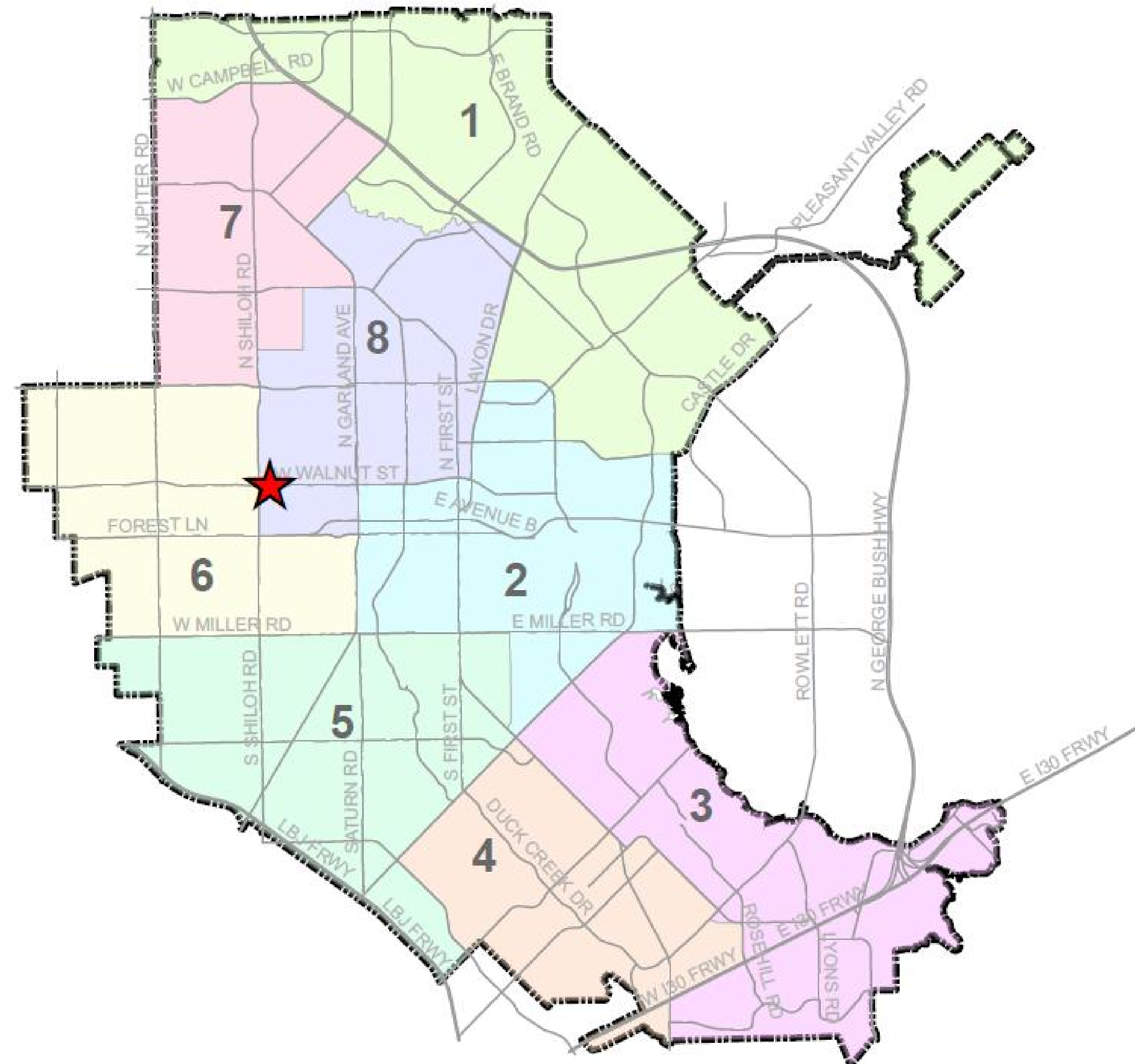
Location: 409 School Street

Applicant: Yesenia Morales

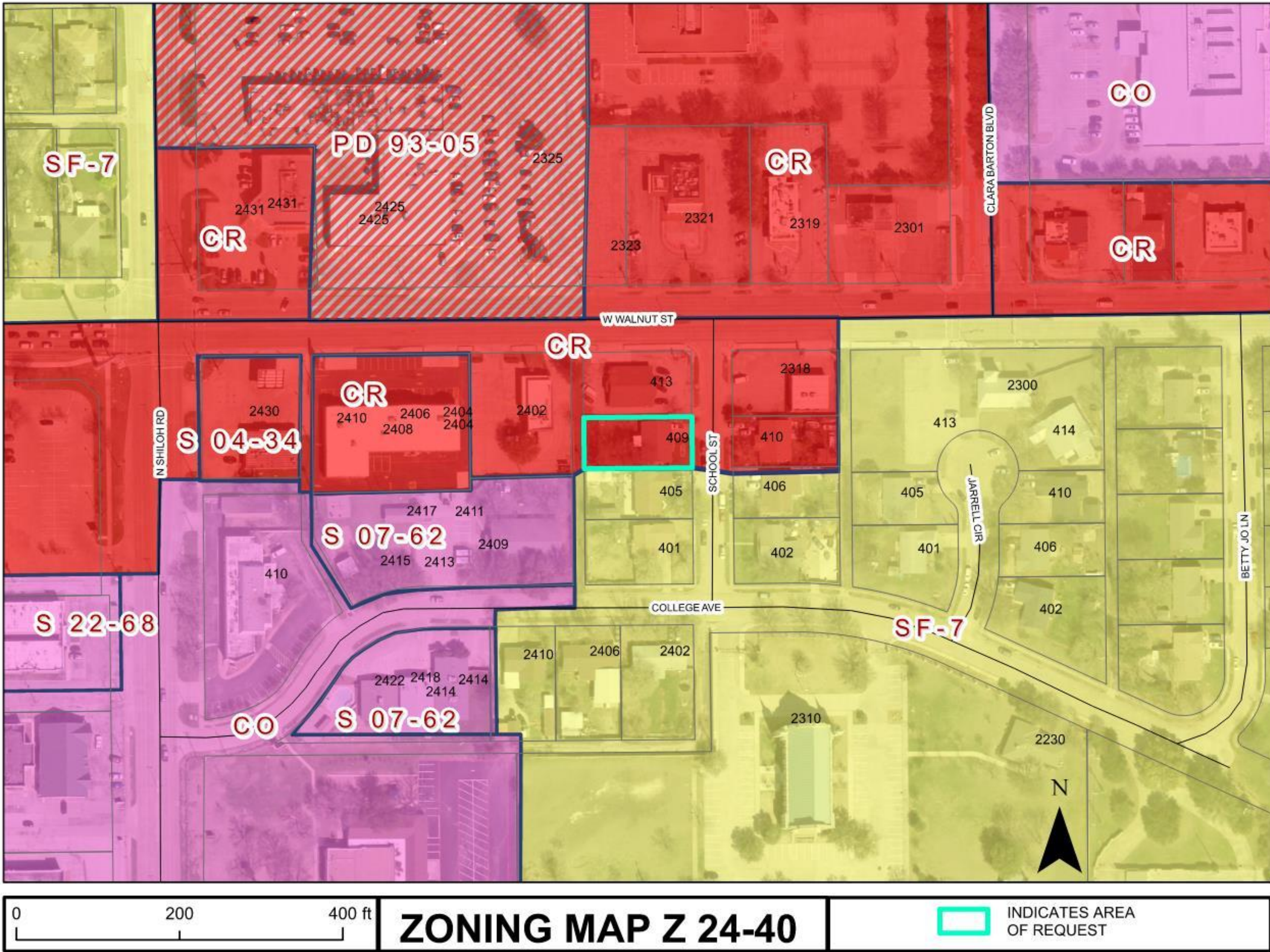
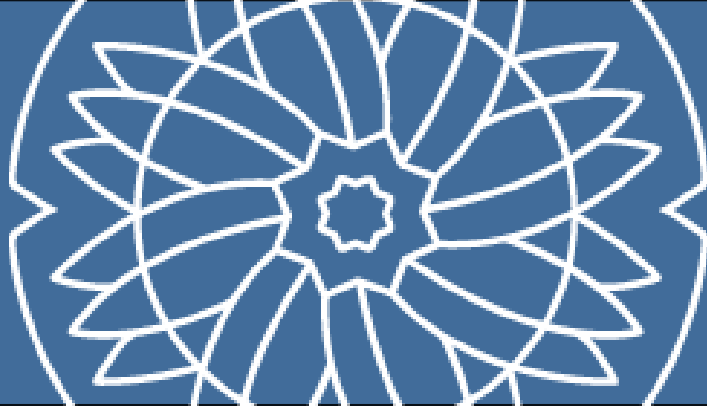
Owner: Yesenia Morales

Square Footage: 8,589 Square Feet (lot)

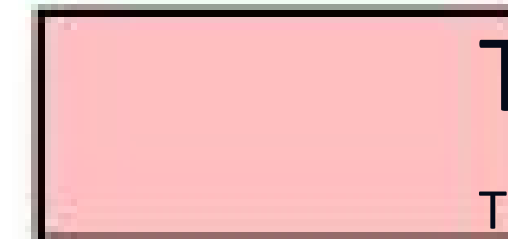
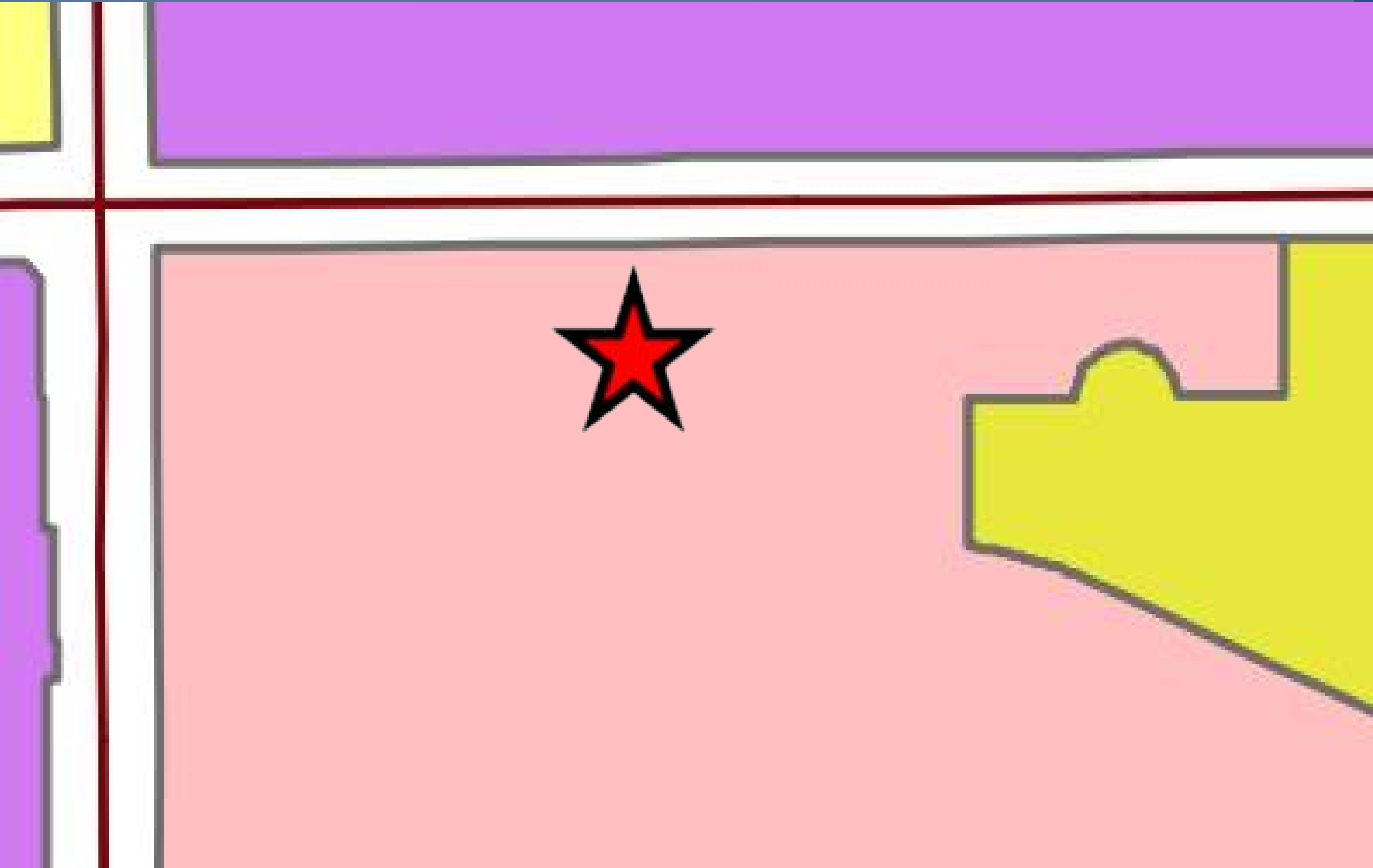
Zoning: Community Retail (CR) District



Location Map



Comprehensive Plan



Title

Neighborhood Centers

This paragraph actually is a good place for title description



A mix of retail, services and community gathering places, appropriately scaled to adjacent residential areas

Site Photos

409 School St



View of the subject site from School St



View of the subject site from School St and the neighboring business zoned CR

Site Photos

409 School St

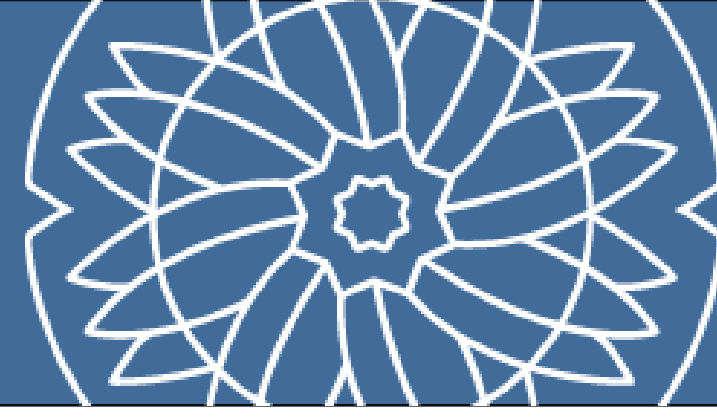


View from the subject site looking south down School St



View of the unpaved alley looking north toward W Walnut St

Recommendations



Staff Recommendation: Approval

Plan Commission Recommendation: Approval



Response Letters

Thank You

Questions?





GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

7.

Meeting Date: 02/18/2025

Title: Boards and Commissions Appointment

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Councilmember Jeff Bass

Austin Nichols - TIF 1 Downtown/Forest Jupiter Board

Background

Consideration / Recommendation

Attachments

Austin Nichols



Application for City of Garland Boards and Commissions

First Name:	Austin	Last Name:	Nichols		
Address:			Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75043
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		1 - 5 years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok					
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):					
1 st	Tax Increment Finance #1 Downtown Board		2 nd Choice:	Library Board	
			3 rd Choice:	Garland Cultural Arts Commission	

Please list any experience that qualifies you to serve in the areas you have indicated.

I am a digital marketing professional with 10 years of experience. I have worked for and with many nonprofit organizations in marketing and fundraising capacities. I have served a three year term as a member of the governing council of a local nonprofit, participating in executive meetings. I have also served on several committees at my church in Plano.

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

List civic or community projects with which you have been involved.

North Texas Giving Day

What is your educational background?

Bachelor of Journalism, University of Missouri
High school diploma, Richardson ISD

Referred by:		District:	3
--------------	--	-----------	---



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

1. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

Business entity: Means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

2. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Boards and Commissions Application and Disclosure Form to:

City of Garland
City Secretary's Office
PO Box 469002
Garland, TX 75046-9002

Signature: Date:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Regular Session

8.

Meeting Date: 02/18/2025

Title: Boards and Commissions Appointment

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Councilmember Dylan Hedrick
Damon Wilson - TIF 2 South Board

Background

Consideration / Recommendation

Attachments

Damon Wilson



Application for City of Garland Boards and Commissions

First Name:	Damon	Last Name:	Wilson		
Address:	3926 Goose Creek Parkway		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75040
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?			10+ years	Length of Garland residency (in years)?	
			10+ years		
Email address:					

Do you use, or have you ever used, any of the following: Facebook, Twitter, Instagram, LinkedIn, Nextdoor

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

1 st	Plan Commission	2 nd Choice:	Bond Committee	3 rd Choice:	Dallas Area Rapid Transit Board
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Please list any experience that qualifies you to serve in the areas you have indicated.

I have served in leadership and management roles within accounting and finance at various Fortune 500 companies and large private corporations as well. I also have a sincere interest in the betterment of the city of Garland and just overall I am very civic minded and involved in the community.

If you have previously served on a City Board or Commission, please specify and list dates of service.

n/a

List civic or community projects with which you have been involved.

Alpha Phi Alpha Fraternity, Inc. Xi Tau Lambda chapter (North Dallas Alphas); Good Samaritans of Garland; Charleston Commons HOA Board of Directors; Christ Community Church of Richardson; Dallas County Volunteer Deputy Registrar; Collin County Volunteer Deputy Registrar; Savannah State University Alumni - Texas Chapter

What is your educational background?

B.B.A. Accounting, Savannah State University
M.B.A. Corporate Accounting and Finance, University of Kentucky

Referred by:		District:	8
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

1. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

Business entity: Means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

2. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Boards and Commissions Application and Disclosure Form to:

City of Garland
City Secretary's Office
PO Box 469002
Garland, TX 75046-9002

Signature: Date: