

Work Session Room at City Hall
Monday, February 17, 2025
6 p.m.



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

GARLAND

CITY OF GARLAND WORK SESSION 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.

PUBLIC COMMENTS ON WORK SESSION ITEMS

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

CONSIDER THE CONSENT AGENDA

Council may ask for discussion or further information on any item posted in the consent agenda of the next Regular Meeting. Council may also ask that an item on the consent agenda be pulled and considered for a vote separate from the consent agenda at the next Regular Meeting. All discussions or deliberations are limited to posted agenda items and may not include new or unposted subject matter.

WRITTEN BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a written briefing.

1. 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

Consider authorizing 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. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 18, 2025 Regular Meeting.

2. Neighborhood Vitality Matching Grant Fall 2024 Funding Request

Consider approval of the Fall 2024 Neighborhood Vitality Matching Grant funding request. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 4, 2025 Regular Meeting.

3. **Police Contact Data Report 2024**

In accordance with the Texas Racial Profiling statute (Texas Code of Criminal Procedure, Chapter 2B, Subchapter B), the Garland Police Department has collected police contact data to identify and respond to racial profiling concerns since its inception. The statute requires the Garland Police Department to submit this report to the City Council by March 1 of each year for the data from the previous calendar year.

4. **2025 Capital Improvement Program (CIP) Budget Amendment No. 1**

Consider approving changes to the 2025 Capital Improvement Program to include the Holford Youth & Recreation Soccer Facilities project in 2025. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 4, 2025 Regular Meeting.

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

Consider authorizing 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. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 18, 2025 Regular Meeting.

VERBAL BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a verbal briefing.

6. **TIF #3 Recommendation for Changes to Project and Financing Plan**

Staff will present recommended changes to the TIF #3 Project and Financing Plan to the City Council.

7. **Community Services Committee Report**

Downtown Square Usage and Policy was referred to Community Services Committee during Council discussion at the December 10, 2024 Work Session, following an Administrative Services Committee report on the item. The Downtown Square Usage and Policy item was requested by Deputy Mayor Pro Tem Lucht and seconded by Councilmember Beard at the December 10, 2024 Work Session.

8. **Texas Transportation Forum**

Per Article II, Division 1, Section 6(E) of the City Council policies, Mayor Pro Tem Ed Moore will report back to the City Council and Mayor on the Texas Transportation Forum.

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.

9. **Councilmember Jeff Bass**

- Austin Nichols -TIF 1 Downtown/Forest Jupiter Board

10. **Councilmember Dylan Hedrick**

- Damon Wilson - TIF 2 South Board

ANNOUNCE FUTURE AGENDA ITEMS

A Councilmember, with a second by another member or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or of a committee of the City Council. No substantive discussion of that item will take place at this time.

EXECUTIVE SESSION

11. Deliberate or discuss:

The City Council will adjourn into executive session pursuant to sections 551.071, 551.074, and 551.087 of the Texas Government Code to deliberate and discuss the following:

1. A potential offer by the City of financial and other incentives to a business prospect and the receipt of commercial or financial information that the City has received from that same business prospect, which the City seeks to have locate within the City, and with which the City is conducting economic development negotiations (551.087); and attorney/client communications related to the same (551.071).
2. Personnel matters related to the appointment, employment, evaluation, or duties of the City Manager, City Attorney, City Auditor, and Municipal Judges (551.074); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).

ADJOURN

All Work Sessions of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Tuesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CDs are \$1 each and DVDs are \$3 each).

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;*



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 Work Session

1.

Meeting Date: 02/17/2025
Title: 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

Consider authorizing 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. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 18, 2025 Regular Meeting.

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 Resolution
JAG FY24 MOU

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

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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GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 02/17/2025
Title: Neighborhood Vitality Matching Grant Fall 2024 Funding Request
Submitted By: Laura De La Vega, Sr. Planner
Strategic Focus Area: Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Council is requested to consider approval of the Fall 2024 Neighborhood Vitality Matching Grant funding request.

Background

City Council allocated Neighborhood Vitality Matching Grant funds for Garland neighborhood groups to improve the physical features of their neighborhoods. Projects must provide a public benefit which promotes stronger, safer, and healthier communities. Neighborhood Vitality staff presented the Fall 2024 Matching Grant funding request to the Community Services Committee on January 23, 2025. The committee recommended the funding request be considered by City Council.

Consideration / Recommendation

Unless directed otherwise, this item will be scheduled for formal consideration at the March 4, 2025, Regular Meeting.

Attachments

Fall 2024 Matching Grant Funding Request Packet

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY FOR APPLICATIONS

Neighborhood Association: Oakridge Neighborhood Association

Project Name: Entryway Enhancement, Lighting Improvements, and Irrigation Modifications

Project Location: Laurel Oaks & Beltline, Ridge Oaks & Jupiter, Diamond Oaks & Buckingham, and Big Oaks & Shiloh

Total Project Cost:	\$118,448
Vol. Neighborhood Deduction (\$10,000)	\$108,448
Requesting Amount:	\$100,000 (\$91,336 calculated match, \$8,664 City Contingency)
Neighborhood Match	\$27,112 (\$12,578 Sweat Equity & In-Kind Donations, \$14,534 Cash Contribution)
Match Percentage:	25% after \$10,000

Project Summary:

- Replace portions of the median and corner landscaping with hardscaping at the Laurel Oaks, Ridge Oaks, Diamond Oaks, & Big Oaks entryways.
- Modify the irrigation systems at the above mentioned entryways.
- Expand existing lighting to include colorful LED lights which will replace existing flowers.

Stated Goals:

“1. Improve the entries and medians to give Oakridge a new look that is consistent with current landscape design utilizing hardscape and drought tolerant plants.

2. Install new drip irrigation to reduce water usage.

3. Install new safety/security lighting using LED to reduce electric bill”

Stated Maintenance:

“We are contracted with a landscape service that will maintain the entrances.”

Maps:



Photos:

Laurel Oaks & Beltline Entrance



Ridge Oaks & Jupiter Entrance



Diamond Oaks & Buckingham Entrance



Big Oaks & Shiloh Entrance:



Updates Since Staff Comments on Application:

1. Neighborhood provided requested landscape plans/drawings and plant material list for Parks Department to review.

2. The landscape plan includes hardscaping and softscaping. The neighborhood acknowledges costs associated with installing live plant material will be deducted from the eligible project cost.
3. Staff calculated \$4,006.10 to be associated with the installation of plant material. This brought the total **Project Cost to \$118,448**.
4. Parks Dept. reviewed landscape plan and plant materials list and stated they are good with the plans but shared preferences on certain plant material. Since the live plant material will not be included as an eligible line-item with the Matching Grant application, the neighborhood and Parks Department can work out plant material directly through their maintenance/water usage agreement channels. However, the neighborhood must provide written documentation that Parks did sign off on the plant species they determined to move forward with in order to receive their requested funding.
5. Irrigation modifications include upgrading existing spray sprinkler heads to drip irrigation in addition to capping off irrigation to areas that will become purely hardscaping, and adding new zones for transplanted areas. Irrigation upgrades are listed in the Matching Grant guidelines as ineligible.
6. Neighborhood provided requested visuals of proposed lighting enhancement. The lighting enhancement will include replacing and increasing the existing entryway lighting to color changing LED lighting, allowing the neighborhood to commemorate various holidays through color. New safety lighting is listed in program guidelines as eligible, lighting upgrades are listed as ineligible. Eligibility of this component is to be determined by Community Services Committee and City Council.
7. For sweat equity and in-kind donations, the neighborhood plans to host volunteer work days to offset the cost of bed preparation. They have provided justification for the number of volunteers and volunteer hours, in addition to corroborating costs for equipment usage and professional donated services. This information is outlined in the document provided by the neighborhood, which is labeled Oakridge Cost Calculations.

Staff Comments on Application:

Neighborhood Vitality:

1. Previous comments still apply.
2. Hardscaping is eligible through the Matching Grant, however softscaping or any live plant material is not eligible. If the neighborhood wishes to include softscaping/live plant material, the line item costs will be deducted from the project total and we will need the labor for it's installation as a separate line item.
3. Please provide clarification on the irrigation modification. As listed in the guidelines, irrigation upgrades are not eligible through the Matching Grant.
4. While locations are mapped out, landscape plans/drawings were not provided. Please provide a sketch or rendering of the proposed changes to the medians/entryways, in addition to a list of materials used in the changes.
5. Please provide a visual or example of the lighting proposed to replace flowers.

6. Please expand on the lighting portion of the project. As listed in the guidelines, lighting upgrades are not eligible for the Matching Grant.
7. Since there is a maintenance agreement with the Parks Department for the listed medians, and potentially entryways, their approval is also needed for this project.

Building Inspections:

1. Any new or possible modifications to the sprinkler system may require a permit.
2. Any new electrical installed for lighting will require a permit.

Park Operations:

1. Parks approval is contingent upon the submission of drawings or other visual representations that clearly depict the final product.

Engineering:

The below comments will still apply, with red text signifying the changes from last time.

1. Oakridge Neighborhood Association – Entryway Enhancement, Lighting Improvements and Irrigation Modifications
 - a. Ridge Oak: GIS and Plat attached, plat is No. 1. The road and median is within the ROW, a sewer line is in the center and water line along the north. **Adding boulders, lighting, and crushed granite is acceptable, but the following comments still apply:**
 - i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
 - b. Big Oaks & Shiloh: GIS and Plat attached. Plat is No. 7. The improvement area is within the west side parkway of Shiloh Rd and within the ROW. There is a storm drain pipe along the curb line. Adding boulders, lighting, and crushed granite is acceptable, but the following comments still apply:

- i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
- c. Laurel/Belt Line: GIS and Plat attached. Plat is No. 2. The area west of Laurel is within the ROW, a water line is on the east of Laurel and south side of Belt Line. Adding boulders, lighting, and crushed granite is acceptable, but the following comments still apply:
 - i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
- d. Buckingham & Diamond Oaks: GIS attached and Plat is not attached. Plat is No. 9. The improvement area is near the north side parkway of Buckingham Rd and may be within the ROW. There is a storm drain pipe along the curb line. Adding lighting and crushed granite is acceptable, but the following comments still apply:
 - i. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - ii. Construction within the ROW would require a [ROW Permit](#).
 - iii. Texas811 should be called to locate the public and private / franchise utility lines prior to installation

Staff Comments on Letter of Intent:

**Previous Scope for Letter of Intent:*

- *At Laurel Oaks and Ridge Oaks entryway, enhance the median with hardscaping, a bench, and other area beautification.*
- *At the Diamond Oaks alley, replace border between apartment complex and neighborhood.*

Neighborhood Vitality:

- a. Matching Grant applicants are eligible to receive up to \$100,000 within a five-year time frame. If approved, the completion of the current project will mark the beginning of their new five-year cycle.
- b. Line-item estimates must be included with application.
- c. If permits are required, please be sure to include this cost into your estimates as permit fees are not waived for Matching Grant projects.
- d. Oakridge Neighborhood Association received Matching Grant funds in FY2009 for project with a scope including:
 - a. Streetlight upgrades
 - b. Landscaping at entrances and perimeter of neighborhood
 - i. Laurel Oaks and Ridge Oaks are included in these entrances, however based on reimbursement documents, it seems to only include the landscaping adjacent to the perimeter screening wall and not landscaping in the medians.
 - ii. There were no maps/landscaping plans included in the application to verify landscaping locations.
- e. Hardscaping is eligible through the matching grant.
 - a. Please include a landscape plan with materials list and a sketch or rendering of the proposed changes.
 - b. Is there existing irrigation?
 - i. If so, how will the hardscaping impact the existing irrigation?
 - c. If there is an existing watering/maintenance agreement between your neighborhood and COG Parks Dept, all landscaping/hardscaping changes must be approved by Parks and follow their agreement process.
- f. Benches are eligible through Matching Grant
 - a. How many benches will be installed?
 - b. Please provide a map outlining the exact location of the proposed bench(es).
 - c. Please provide an image of the bench(es) that will be installed.
 - d. Benches should be surface mounted on a concrete pad.
 - e. Will the benches be ADA accessible?
- g. Area beautification is vague. Please list out the specific improvements, their locations, and installation methods.
- h. Fences/Screening walls are not eligible through the Matching Grant. Replacing the border between the apartment complex and neighborhood would not be an eligible project.

- i. All projects must comply with applicable City of Garland codes and policies, and applicable federal, state, and local laws. Projects cannot create a public safety hazard or conflict with existing or approved municipal projects. They must also adhere to the comments from the departments below.

Engineering:

- a. Ridge Oak: GIS and Plat attached, plat is No. 1. The road and median is within the ROW, a sewer line is in the center and water line along the north. Adding items to the median should be ok, but would need more information to be sure:
 - a. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - b. Construction within the ROW would require a [ROW Permit](#).
 - c. Texas811 should be called to locate the public and private / franchise utility lines prior to installation
 - d.
- b. Laurel/Belt Line: GIS and Plat attached. Plat is No. 2. The area west of Laurel is within the ROW, a water line is on the east of Laurel. Improvements in this area should be ok, but would need more information to be sure:
 - a. Any private benches or landscaping within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
 - b. Construction within the ROW would require a [ROW Permit](#).
 - c. Texas811 should be called to locate the public and private / franchise utility lines prior to installation.
- c. Diamond Oaks Border Between Apartments and Stoneridge Drive Alley: GIS and Plat attached, plat is No. 5. Existing shrubs and fence are either within the Apartment's property on the north side of the alley or within the Alley ROW. The property owner to the north of the alley is responsible for the maintenance of the fence and shrub north of the alley.
 - a. Modifying existing improvements north of the alley is not allowed without the property owner to the north's permission.
 - b. Confirm whether existing fence is within ROW or on Apartment's property. Preliminary information we received a few years ago show the fence within the apartments property, but not by much. Any improvement cannot encroach into the Alley ROW, therefore, the improvements would have to be placed on the apartment's property with their permission
 - c. More information is needed to determine what the project would entail, is the apartment owner a part of the project or where are the improvements going to be placed.

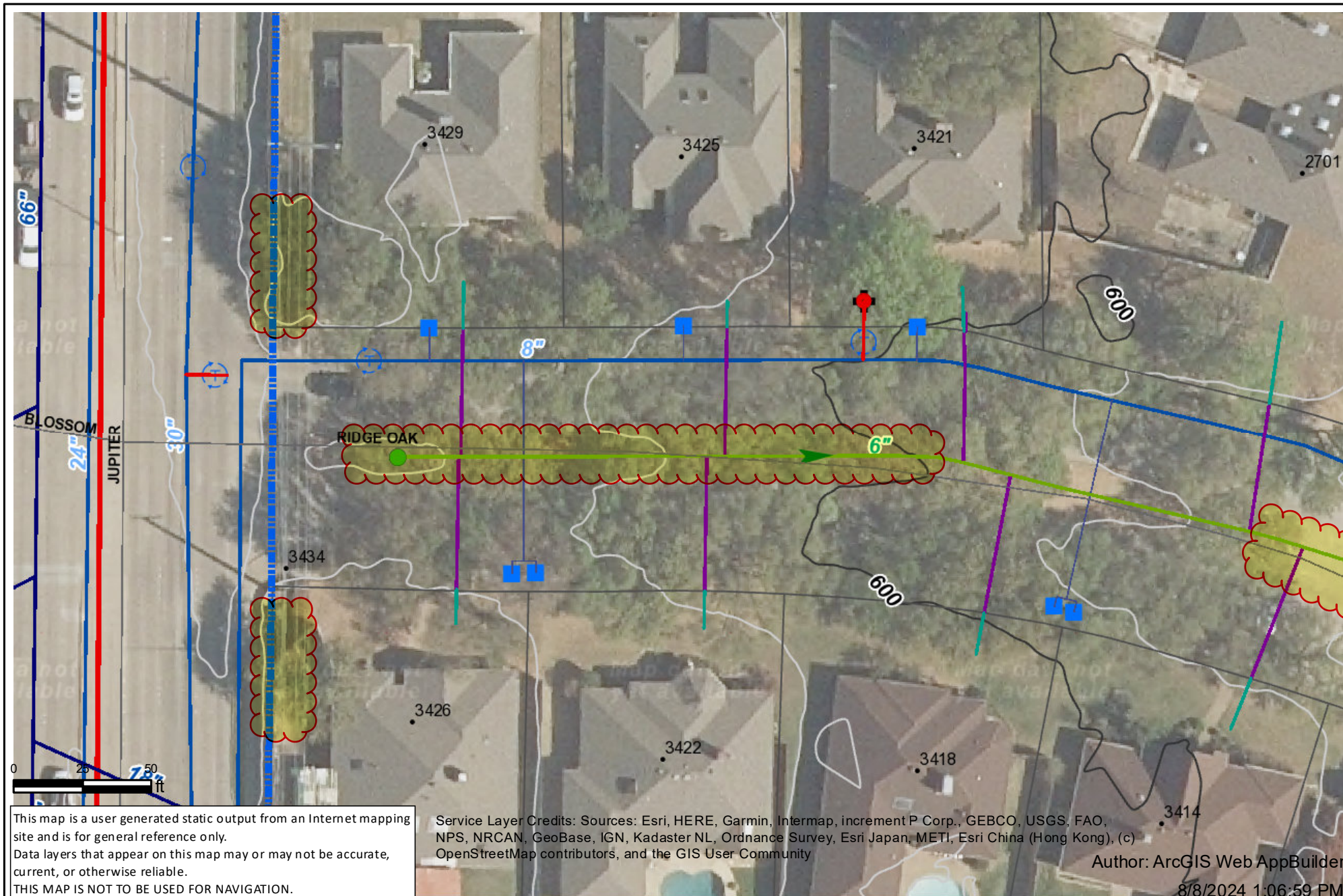
Building Inspections:

The fence replacement may require a permit, but we would need more information.

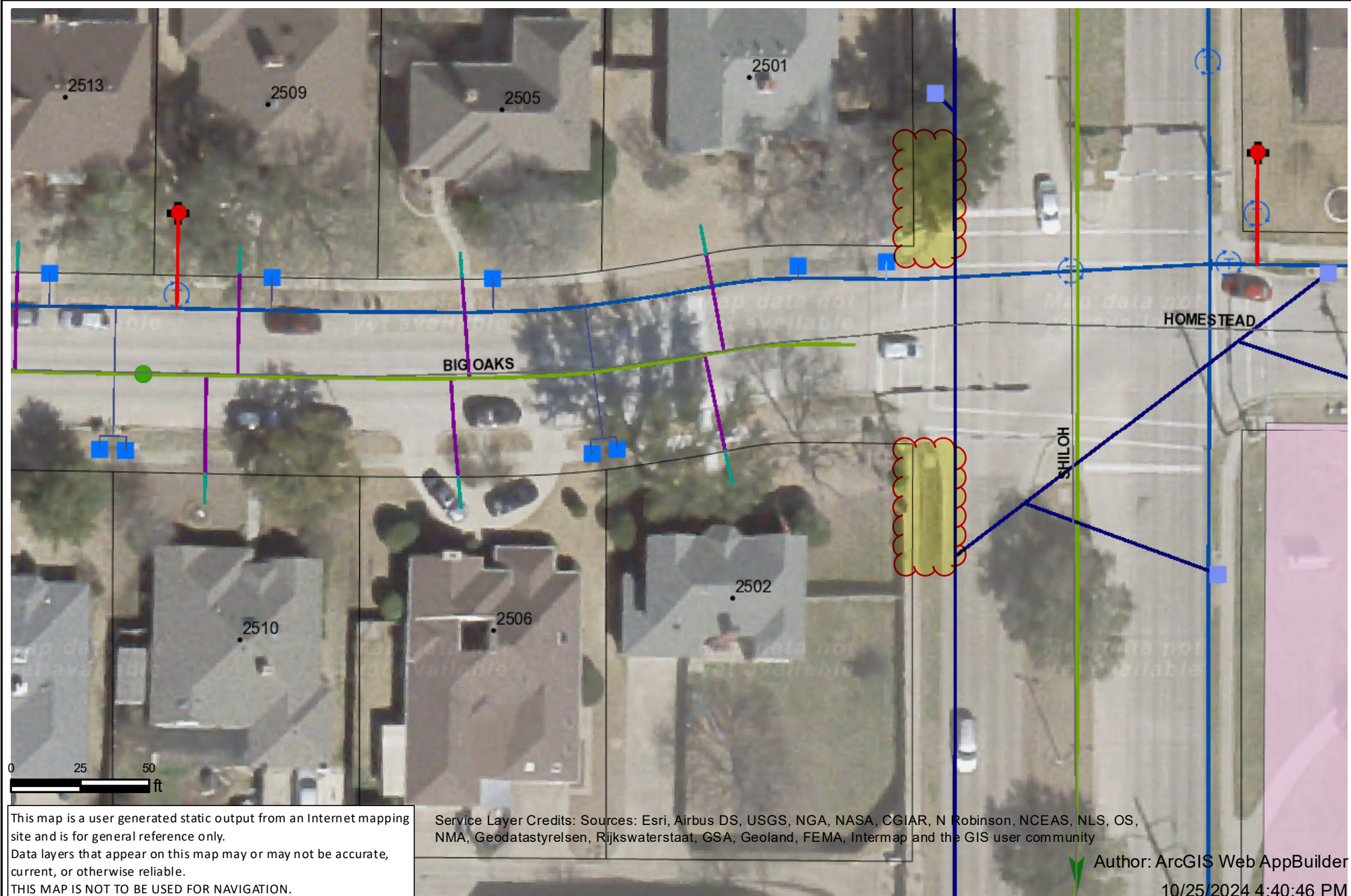
Parks Operations:

The medians in Ridge Oak Dr. and Laurel Oaks Dr. belong to City of Garland but are maintained by the neighborhood per the agreement signed in 1993 with the Parks Department. Should they wish to make any changes to the landscaping, they will need to submit a landscape plan of their proposed changes. This must include a drawing with a list of materials they plan to use, in addition to representative pictures of what it will look like.

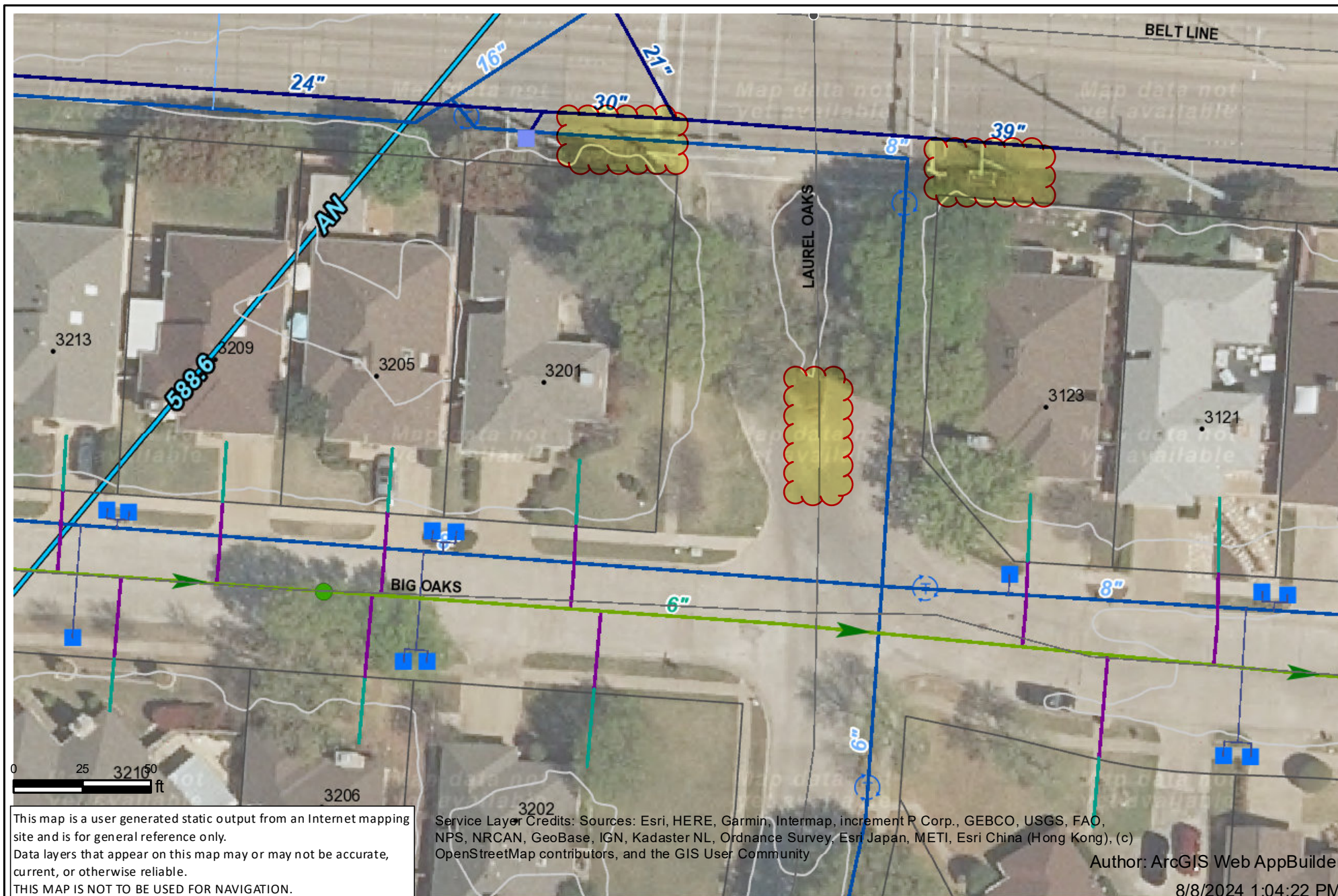
COG GIS Map



COG GIS Map



COG GIS Map



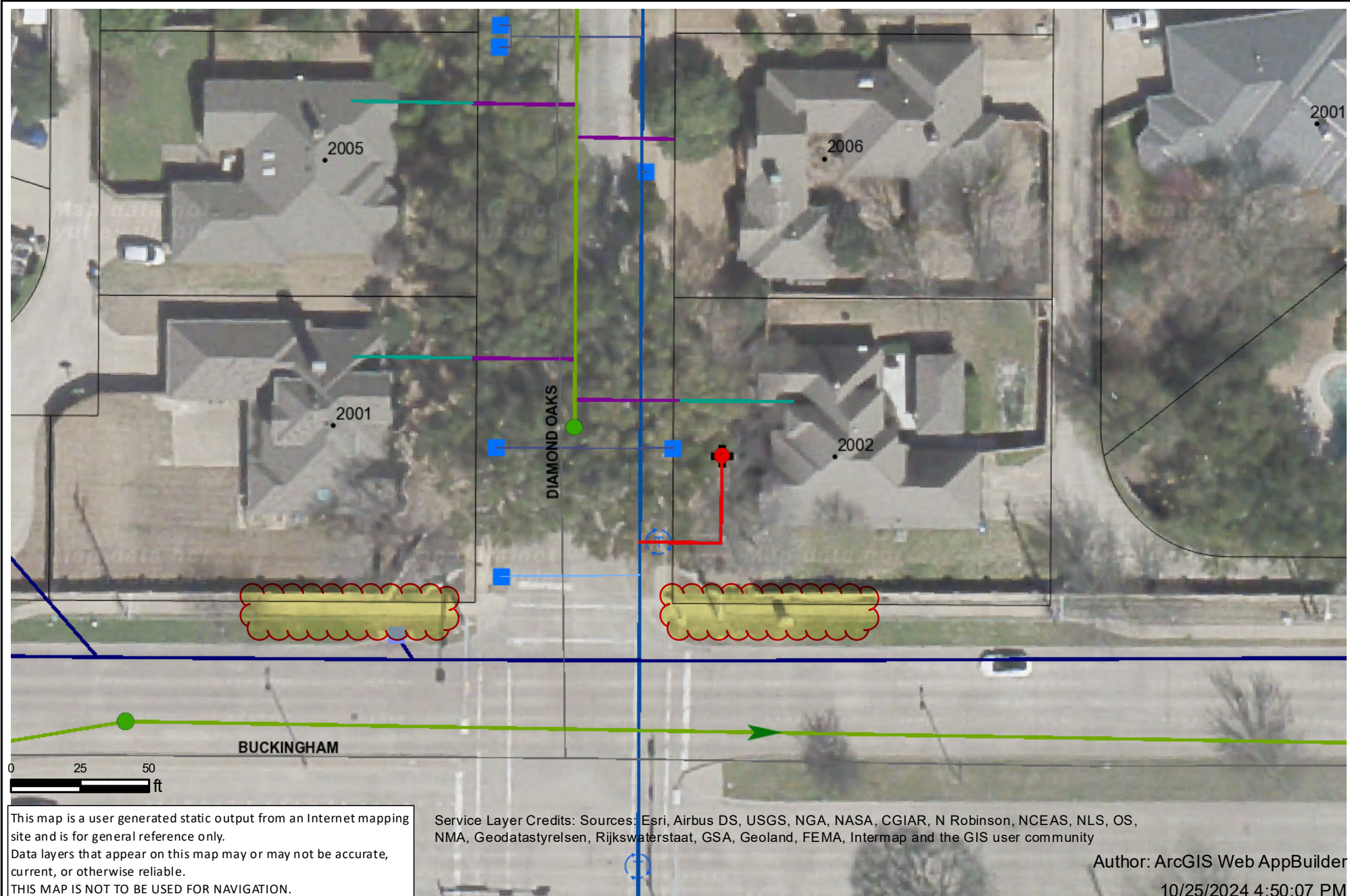
This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

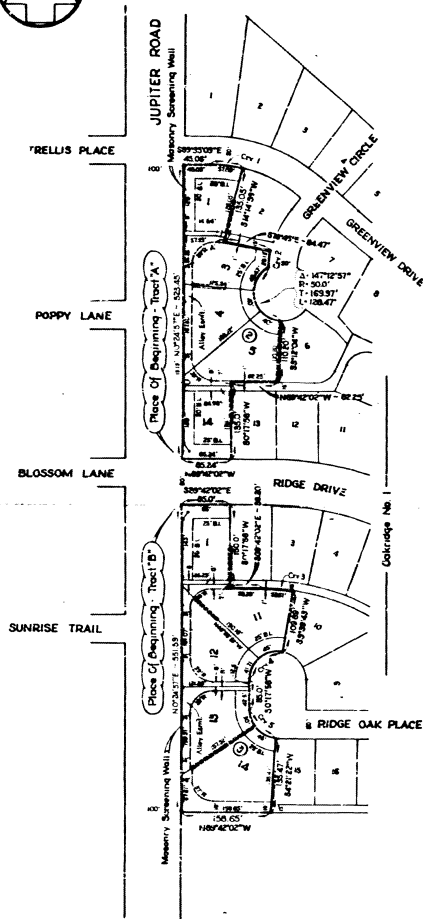
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COG GIS Map

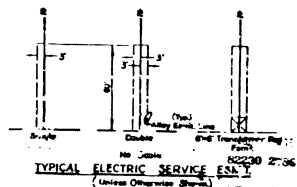


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NOTE:
ALL DIMENSIONS FOR THE PERMANENCE AND/OR COST OF THE REPLACEMENT OF THE MASONRY
FENCING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

NOT: ALL LINES ARE BASED ON THE PERMANENCE OF THE
STREETS UNLESS OTHERWISE SHOWN BY BEARING.



STATE OF TEXAS
COUNTY OF DALLAS

OWNER'S CERTIFICATE

WHEREAS, OAKRIDGE DEVELOPMENT COMPANY, a partnership, a Texas corporation, is the owner of a tract of land situated in the William Crittenton Survey, Abstract No. 334, and the Left Turner Survey, Abstract No. 1687, City of Garland, Dallas County, Texas, and further being all of Lots 1, 2, 3, 4, 5 and 16, Block 2, and adjoining alley, and Lots 1, 11, 12, 13 and 14, Block 3, and adjoining alley, of Oakridge No. 1, an addition to the City of Garland, Texas, as recorded in Subdiv. 27604, Page 226 of the Map Records of Dallas County, Texas, and being more particularly shown in two tracts as follows:

TRACT "A"

BEGINNING at the intersection of the East line of Jupiter Road (a 100' R.O.W.), with the North line of Ridge Drive (an 80' R.O.W.), an iron stake for corner;

THENCE N 0° 24' 57" E, along said East line of Jupiter Road, a distance of 123.45 feet to the South line of Greenview Drive (a 50' R.O.W.), an iron stake for corner;

THENCE along said South line of Greenview Drive the following:

S 89° 35' 03" E, a distance of 45.09 feet to the beginning of a curve to the right, having a central angle of 13° 50' 02" and a radius of 239.72 feet, an iron stake for corner;

Around said curve, a distance of 57.08 feet to an iron stake for corner;

THENCE S 14° 16' 54" W, leaving said South line of Greenview Drive, and along the East line of said Lot 1, Block 2, a distance of 135.05 feet to a point on the South line of a 15' Alley, an iron stake for corner;

THENCE S 76° 46' E, along said South line of a 15' Alley, a distance of 84.47 feet to a point on the West line of Greenview Circle (a 50' R.O.W. at this point), an iron stake for corner;

THENCE along said West line of Greenview Circle, the following:

Southerly around a curve to the left having a back tangent bearing of S 10° 32' 10" W, a central angle of 10° 07' 19" and a radius of 159.23 feet, a distance of 28.13 feet to the beginning of a curve to the left, having a back tangent bearing of S 60° 25' 01" W, a central angle of 147° 12' 53" and a radius of 50.0 feet, an iron stake for corner;

Southerly around said curve a distance of 129.47 feet to an iron stake for corner;

THENCE S 3° 12' 04" W, leaving said West line of Greenview Circle, and along the East line of said Lot 1, Block 2, a distance of 110.20 feet to a point on the North line of a 15' Alley, an iron stake for corner;

THENCE N 89° 42' 02" W, along said North line of a 15' Alley, a distance of 82.25 feet to an iron stake for corner;

THENCE S 6° 17' 13" W, leaving said North line of a 15' Alley, and along the East line of said Lot 1, Block 2, a distance of 135.0 feet to a point on the North line of above-mentioned Ridge Drive, an iron stake for corner;

THENCE N 89° 42' 02" W, along said North line of Ridge Drive, a distance of 85.24 feet to the PLACE OF BEGINNING and containing 1.398 acres of land.

TRACT "B"

BEGINNING at the intersection of the East line of Jupiter Road (a 100' R.O.W.), with the South line of Ridge Drive (an 80' R.O.W.), an iron stake for corner;

THENCE S 89° 42' 02" E, along said South line of Ridge Drive, a distance of 85.0 feet to an iron stake for corner;

THENCE S 17° 17' 58" W, leaving said South line of Ridge Drive, and along the East line of said Lot 1, Block 3, a distance of 150.0 feet to a point on the South line of a 15' Alley, an iron stake for corner;

THENCE along said South line of a 15' Alley the following:

S 109° 42' 03" E, a distance of 58.20 feet to the beginning of a curve to the right, having a central angle of 8° 11' 28" and a radius of 375.0 feet, an iron stake for corner;

Around said curve, a distance of 53.61 feet to an iron stake for corner;

THENCE S 9° 30' 43" E, leaving said South line of a 15' Alley and along the East line of said Lot 1, Block 3, a distance of 109.89 feet to a point on the West line of Ridge Oak Place, an iron stake for corner;

THENCE Southerly along said West line of Ridge Oak Place, the following:

Southerly around a curve to the left, having a back tangent bearing of N 80° 20' 17" W, a central angle of 90° 21' 45" and a radius of 50.0, a distance of 86.71 feet to an iron stake for corner;

S 10° 17' 52" W, a distance of 55.0 feet to the beginning of a curve to the left, having a central angle of 25° 56' 37" and a radius of 50.0 feet, an iron stake for corner;

Southerly around said curve, a distance of 75.0 feet to an iron stake for corner;

THENCE S 4° 21' 27" W, leaving said West line of Ridge Oak Place, and along the East line of said Lot 1, Block 3, a distance of 135.47 feet to a point on the South line of above-mentioned Oakridge No. 1, an iron stake for corner;

THENCE N 89° 42' 02" W, along said South line of Oakridge No. 1, a distance of 158.65 feet to a point on the said East line of Jupiter Road, an iron stake for corner;

THENCE N 0° 24' 57" E, along said East line of Jupiter Road, a distance of 151.55 feet to the PLACE OF BEGINNING, and containing 1.736 acres of land.

OWNER

Oakridge Development Company
5080 LBJ Freeway Dallas, Texas 75041

DATE

6/22/80 2767

NOW, THEREFORE, I, DON A. TIPTON, a Notary Public, do hereby certify that:

THAT, OAKRIDGE DEVELOPMENT COMPANY, a partnership, a Texas corporation, does hereby adopt this plat depicting the hereinabove described property as a plat of a portion of Oakridge No. 1, an addition to the City of Garland, Dallas County, Texas, and does hereby dedicate to the City of Garland and public use forever the streets and easements shown thereon.

WITNESS MY HAND AT DALLAS, TEXAS, this 17th day of June, 1980.

OAKRIDGE DEVELOPMENT COMPANY

Notary Development Company, a General Partner
R. H. Bass, President

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, for the State of Texas, on this day personally appeared R. H. Bass, President of OAKRIDGE DEVELOPMENT COMPANY, a General Partner for OAKRIDGE DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of June, 1980.

Notary Public, Dallas County, Texas

SUBMITTER'S CERTIFICATE

THAT I, DON A. TIPTON, do hereby certify that I have reviewed this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Garland, Texas.

DATED this 17th day of June, 1980.

DON A. TIPTON, Registered Public Surveyor

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, for the State of Texas, on this day personally appeared DON A. TIPTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of June, 1980.

Notary Public, Dallas County, Texas

APPROVED AND ACCEPTED for the City of Garland, Texas, on this 17th day of June, 1980, by the City Planning Commission:

City Clerk
CITY CLERK
CITY PLANNING COMMISSION

THE APPROVAL OF THIS PLAT IS CONTINGENT UPON THE PLAT BEING FILED WITH THE CLERK OF DALLAS COUNTY, TEXAS, WITHIN TWELVE (12) MONTHS FROM THE ABOVE DATE.

REPLAT

OF A PART OF OAKRIDGE NO. 1					
WILLIAM CRITTENTON SURVEY			ABSTRACT NO. 334		
LEFT TURNER SURVEY			ABSTRACT NO. 1687		
GARLAND, DALLAS COUNTY, TEXAS					
Don A. Tipton, L.S.			Consulting Engineers		
13600 LBJ Freeway			Garland, Texas 75041		
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE NO.
DRS	gg	Sept 23, 1982	1" = 100'	UD	Garland Surveys

Low



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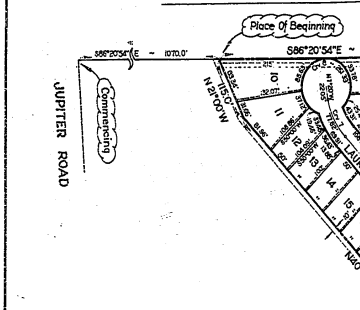
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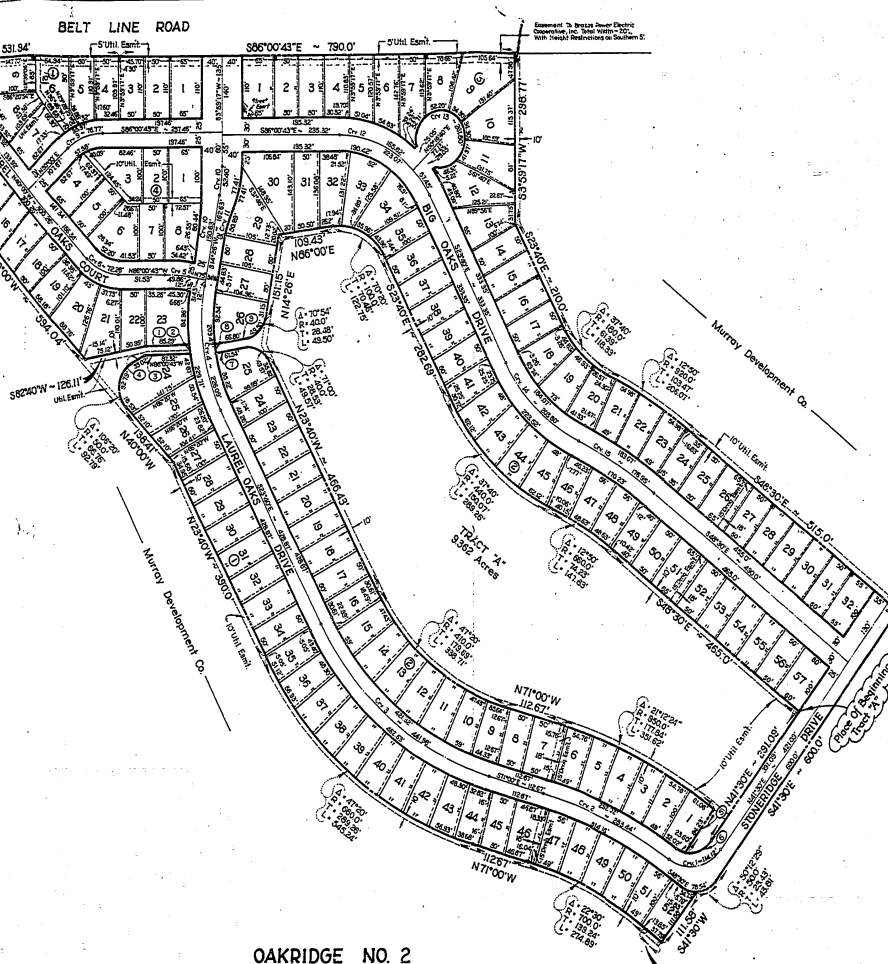
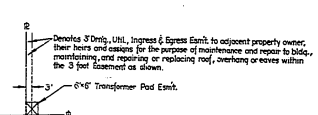
51004 3314



CURVE DATA									
No.	Station	Angle	Radius	Chord	Area	No.	Station	Angle	Radius
1	1+00.00	90°00'00"	50.00	50.00	785.40	11	11+00.00	90°00'00"	50.00
2	1+50.00	90°00'00"	50.00	50.00	785.40	12	11+50.00	90°00'00"	50.00
3	2+00.00	90°00'00"	50.00	50.00	785.40	13	12+00.00	90°00'00"	50.00
4	2+50.00	90°00'00"	50.00	50.00	785.40	14	12+50.00	90°00'00"	50.00
5	3+00.00	90°00'00"	50.00	50.00	785.40	15	13+00.00	90°00'00"	50.00
6	3+50.00	90°00'00"	50.00	50.00	785.40	16	13+50.00	90°00'00"	50.00
7	4+00.00	90°00'00"	50.00	50.00	785.40	17	14+00.00	90°00'00"	50.00
8	4+50.00	90°00'00"	50.00	50.00	785.40	18	14+50.00	90°00'00"	50.00
9	5+00.00	90°00'00"	50.00	50.00	785.40	19	15+00.00	90°00'00"	50.00
10	5+50.00	90°00'00"	50.00	50.00	785.40	20	15+50.00	90°00'00"	50.00

- 1. 100°00'00" R=50.00
- 2. 100°00'00" R=50.00
- 3. 100°00'00" R=50.00
- 4. 100°00'00" R=50.00
- 5. 100°00'00" R=50.00
- 6. 100°00'00" R=50.00
- 7. 100°00'00" R=50.00
- 8. 100°00'00" R=50.00
- 9. 100°00'00" R=50.00
- 10. 100°00'00" R=50.00
- 11. 100°00'00" R=50.00
- 12. 100°00'00" R=50.00
- 13. 100°00'00" R=50.00
- 14. 100°00'00" R=50.00
- 15. 100°00'00" R=50.00
- 16. 100°00'00" R=50.00
- 17. 100°00'00" R=50.00
- 18. 100°00'00" R=50.00
- 19. 100°00'00" R=50.00
- 20. 100°00'00" R=50.00

Note: All lot lines are radial or perpendicular to the streets unless otherwise noted by bearing.



OAKRIDGE NO. 2 GARLAND, TEXAS

WILLIAM CRITTENTON SURVEY - ABST. NO. 334
DALLAS COUNTY, TEXAS

OAKRIDGE DEVELOPMENT COMPANY - OWNER
4580 L.B.J. Freeway Dallas, Texas 75240

DON A. TIPTON, INC. CONSULTING ENGINEERS
13600 L.B.J. Freeway Garland, Texas 75041

Scale 1"=100'

June 18, 1980

APPROVED AND ACCEPTED FOR THE CITY OF GARLAND, TEXAS, this 25th day of JUNE 1980, by the City Plan Commission for the City of Garland, Texas.

By: [Signature] Mayor of Garland, Texas

The approval of this plat is subject to the plat being filed with the County Clerk of Dallas County, Texas, within 30 days of the date of this approval.

STATE OF TEXAS
COUNTY OF DALLAS

WITNESSES, GARAGE DEVELOPMENT COMPANY, a Texas General Partnership, the owner of a tract of land situated in the Williams Crittenton Survey, Abstract No. 334, City of Garland, Dallas County, Texas, and being more particularly described as follows:

CONVEYING to the intersection of the South line of Belt Line Road, and the East line of Jupiter Road, an iron stake for corner:

THENCE, S. 84°20'54"E, along said South line of Belt Line Road, a distance of 1070.0 feet to the PLACE OF BEGINNING, an iron stake for corner:

THENCE, continuing along said South line of Belt Line Road the following:
S. 84°20'54"E, a distance of 521.34 feet to an iron stake for corner;

S. 84°20'54"E, a distance of 790.0 feet to an iron stake for corner;

THENCE, S. 84°20'54"E, along said South line of Belt Line Road, a distance of 298.77 feet to an iron stake for corner;

THENCE, S. 27°48'N, a distance of 110.0 feet to the beginning of a curve to the left, having a central angle of 37°40' and a radius of 180.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 136.33 feet to the beginning of a curve to the right, having a central angle of 13°50' and a radius of 100.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 206.07 feet to an iron stake for corner;

THENCE, S. 49°30'E, a distance of 115.0 feet to an iron stake for corner;

THENCE, S. 41°30'W, a distance of 600.0 feet to the beginning of a curve to the right, having a central angle of 50°12'29" and a radius of 50.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 43.81 feet to an iron stake for corner;

THENCE, S. 41°30'W, a distance of 111.58 feet to an iron stake for corner;

THENCE, S. 49°30'E, a distance of 37.79 feet to the beginning of a curve to the left, having a central angle of 23°30' and a radius of 700.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 274.89 feet to an iron stake for corner;

THENCE, S. 12°00'W, a distance of 112.07 feet to the beginning of a curve to the right, having a central angle of 47°20' and a radius of 660.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 545.24 feet to an iron stake for corner;

THENCE, S. 49°30'E, a distance of 115.0 feet to the beginning of a curve to the right, having a central angle of 27°30' and a radius of 700.0 feet, a point for corner;

THENCE, in a southeasterly direction and around said curve, a distance of 274.89 feet to end of said curve, a point for corner;

THENCE, S. 71°00'E, a distance of 112.07 feet to the beginning of a curve to the right, having a central angle of 27°30' and a radius of 700.0 feet, a point for corner;

THENCE, in a southeasterly direction and around said curve, a distance of 274.89 feet to end of said curve, a point for corner;

THENCE, S. 49°30'E, a distance of 37.79 feet to a point for corner;

THENCE, S. 49°30'E, a distance of 111.58 feet to the beginning of a curve to the left, having a central angle of 50°12'29" and a radius of 50.0 feet, a point for corner;

THENCE, around said curve, a distance of 43.81 feet to a point for corner;

THENCE, S. 41°30'E, a distance of 360.0 feet to a point for corner;

THENCE, S. 49°30'E, a distance of 50.0 feet to the PLACE OF BEGINNING, an iron stake for corner;

THENCE, S. 41°30'W, a distance of 201.09 feet to the beginning of a curve to the right, having a central angle of 60°00'00" and a radius of 50.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 52.48 feet to an iron stake for corner;

THENCE, S. 49°30'E, a distance of 112.07 feet to the beginning of a curve to the left, having a central angle of 21°12'24" and a radius of 900.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 111.58 feet to an iron stake for corner;

THENCE, S. 71°00'W, a distance of 112.07 feet to the beginning of a curve to the right, having a central angle of 47°20' and a radius of 660.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 545.24 feet to an iron stake for corner;

THENCE, S. 49°30'E, a distance of 115.0 feet to the beginning of a curve to the left, having a central angle of 71°00' and a radius of 40.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 49.57 feet to an iron stake for corner;

THENCE, S. 41°30'E, a distance of 111.58 feet to the beginning of a curve to the right, having a central angle of 21°12'24" and a radius of 900.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 111.58 feet to an iron stake for corner;

THENCE, S. 41°30'E, a distance of 109.43 feet to the beginning of a curve to the right, having a central angle of 70°00' and a radius of 100.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 122.75 feet to an iron stake for corner;

THENCE, S. 23°40'W, a distance of 282.89 feet to the beginning of a curve to the left, having a central angle of 37°40' and a radius of 400.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 289.26 feet to the beginning of a curve to the right, having a central angle of 13°50' and a radius of 660.0 feet, an iron stake for corner;

THENCE, around said curve, a distance of 147.82 feet to an iron stake for corner;

THENCE, S. 49°30'E, a distance of 465.0 feet to the PLACE OF BEGINNING and containing 9.362 Acres of Land.

NEW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, GARAGE DEVELOPMENT COMPANY, a Texas General Partnership, does hereby certify that this plat designating the subdivision described property as OAKRIDGE NO. 2, as addition to the City of Garland, Texas, Dallas County, Texas, and does hereby certify to the City and Public use forever the streets and easements shown thereon.

Texas Electrical Contractors License 37752



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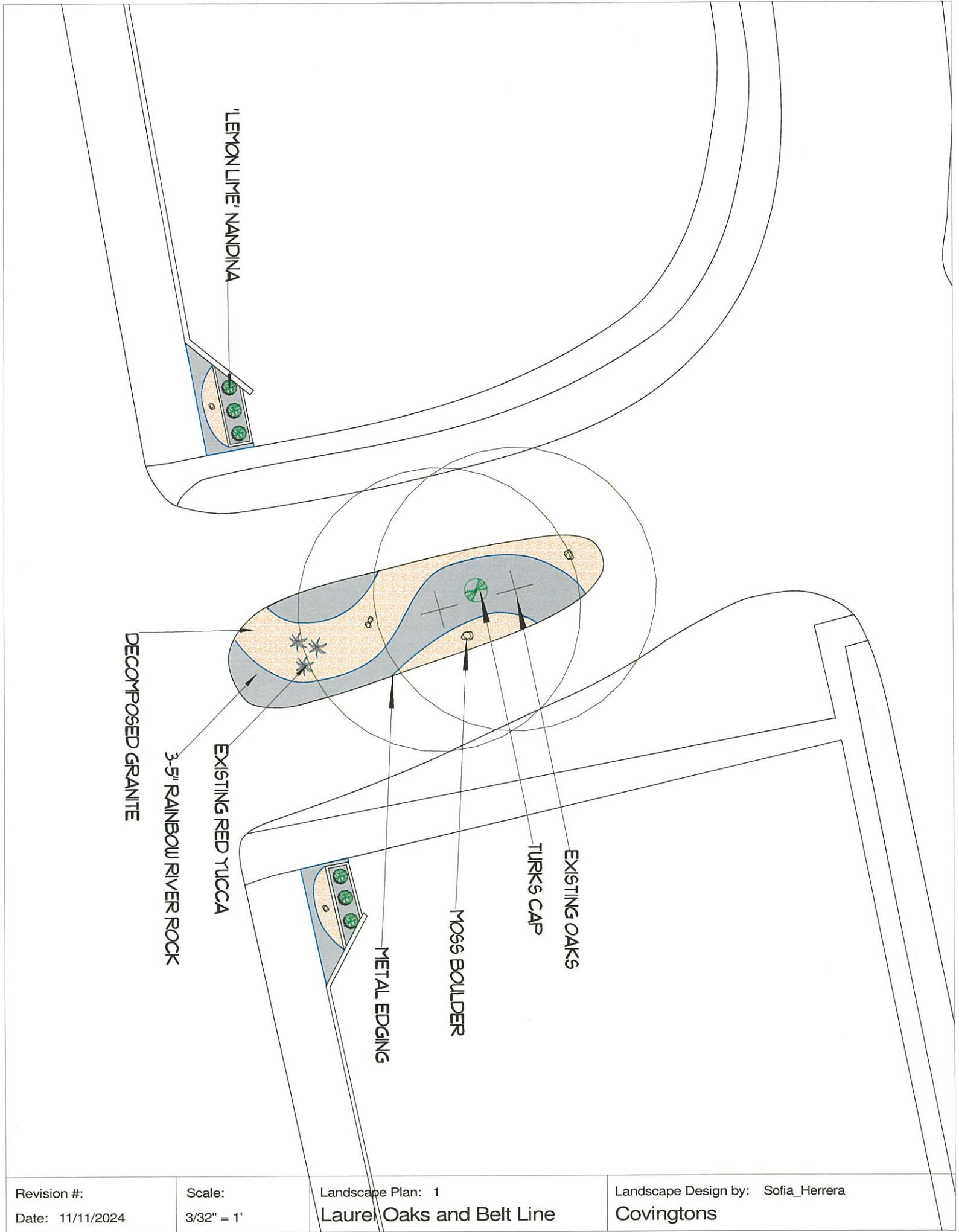
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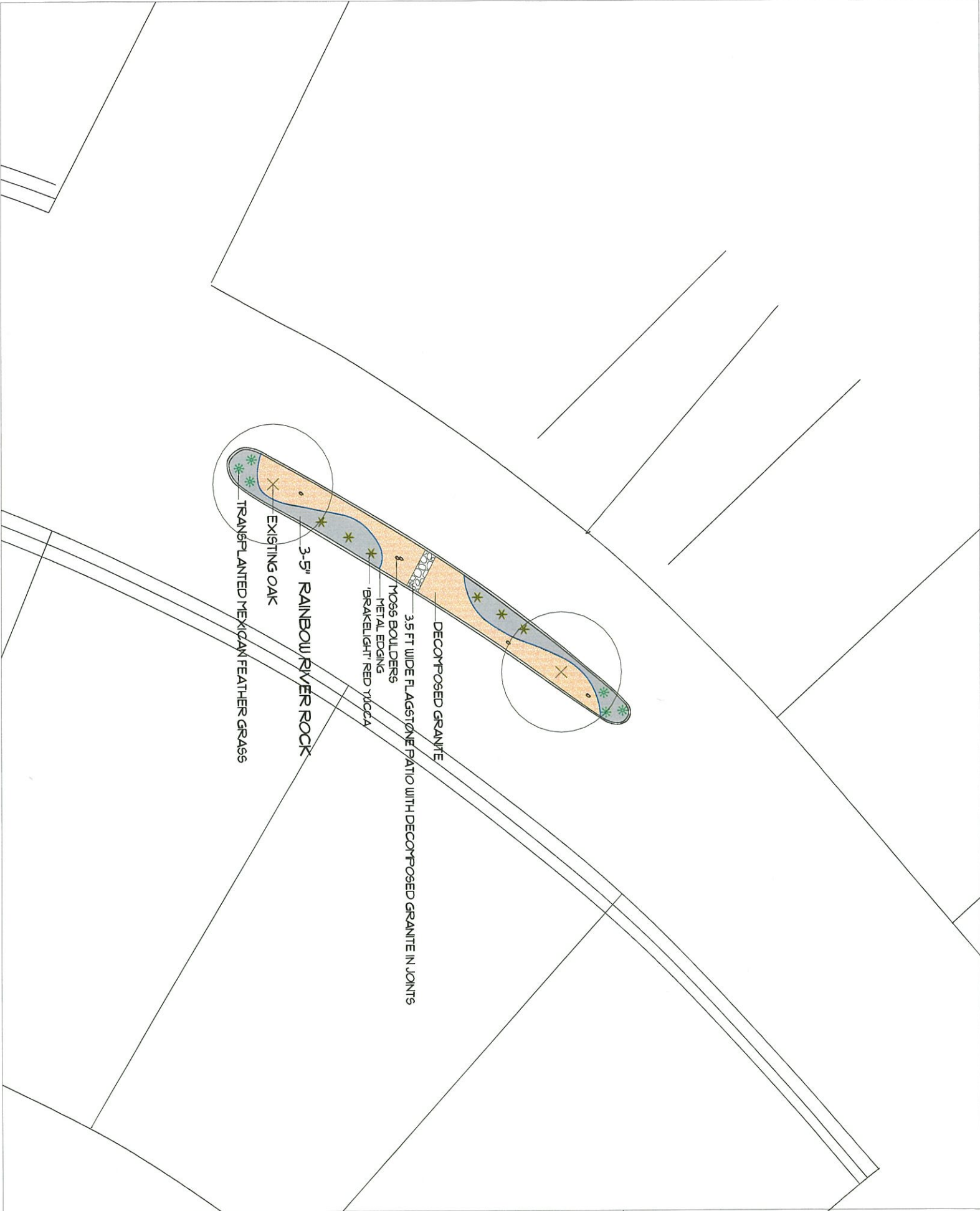


Revision #:
Date: 11/11/2024

Scale:
3/32" = 1'

Landscape Plan: 1
Laurel Oaks and Belt Line

Landscape Design by: Sofia_Herrera
Covingtons

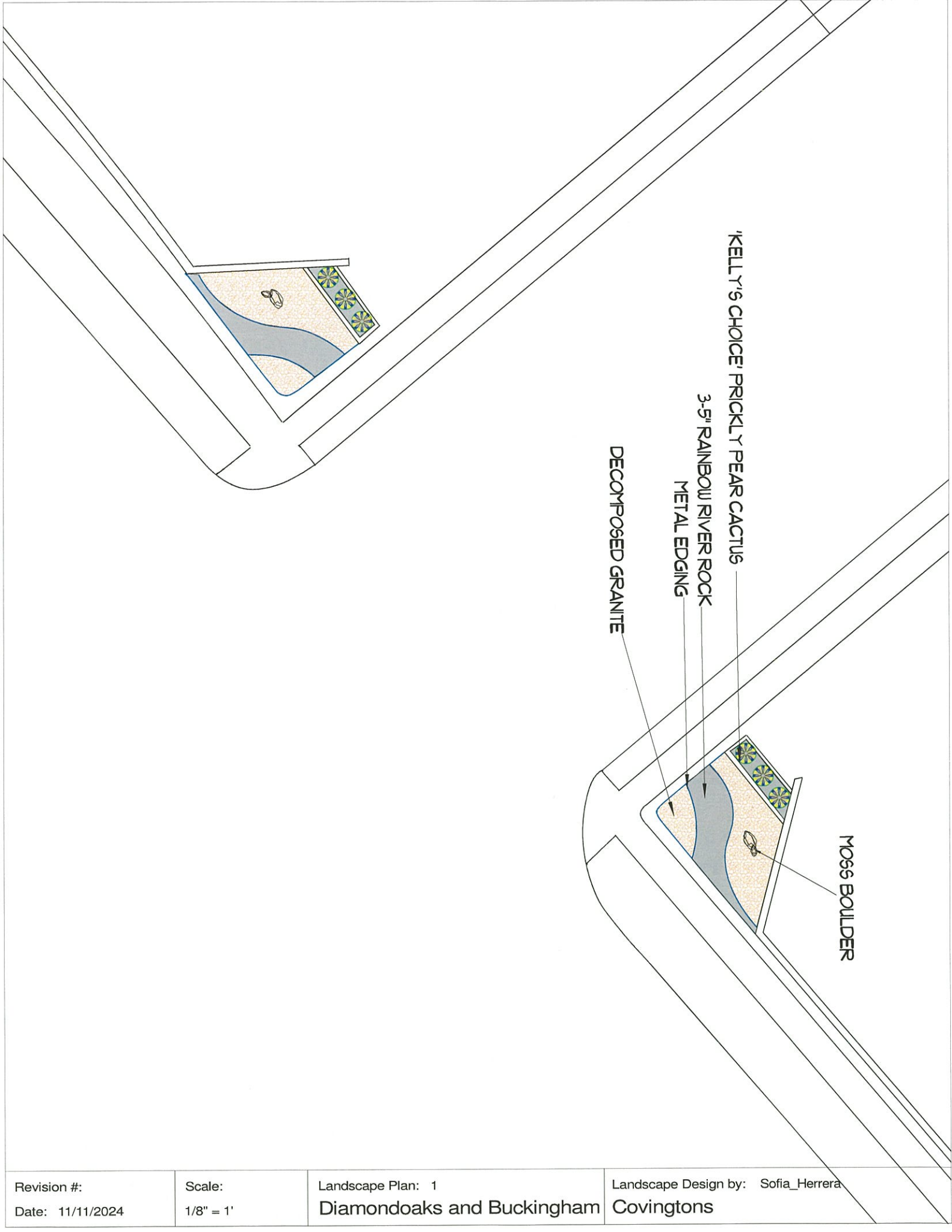


Revision #: 1
Date: 11/11/2024

Scale:
1/16" = 1'

Landscape Plan: 2
Jupiter and Ridge Oak

Landscape Design by: Sofia_Herrera
Covingtons



'KELLY'S CHOICE' PRICKLY PEAR CACTUS

3-5" RAINBOW RIVER ROCK

METAL EDGING

DECOMPOSED GRANITE

MOSS BOULDER

Revision #:

Date: 11/11/2024

Scale:

1/8" = 1'

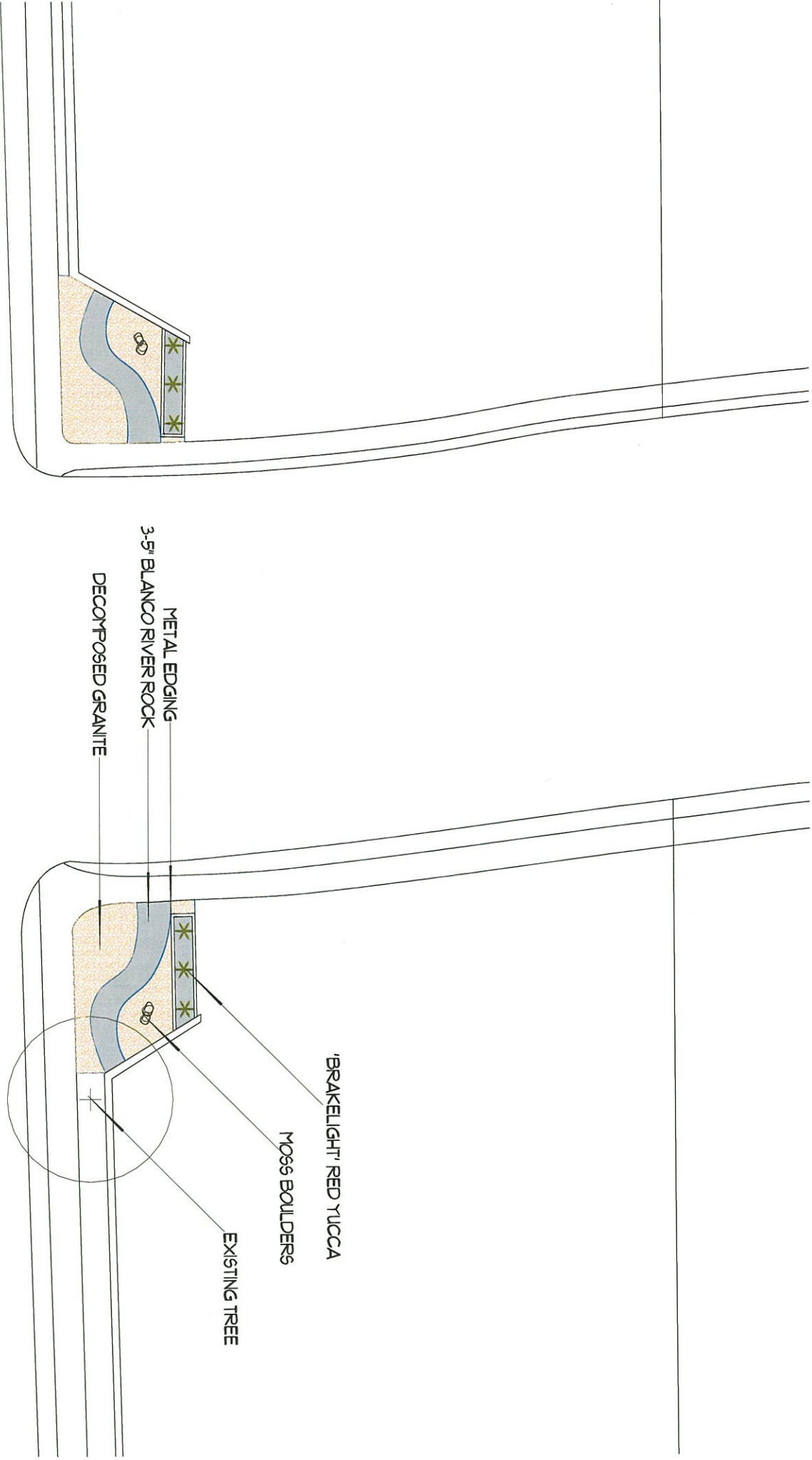
Landscape Plan: 1

Diamondoaks and Buckingham

Landscape Design by: Sofia_Herrera

Covingtons

Revision #:	Scale:	Landscape Plan: 1	Landscape Design by: Sofia_Herrera
Date: 11/11/2024	3/32" = 1'	Big Oaks and Shiloh	Covingtons



Oakridge Cost Calculations

Vitality Grant Funding Summary – Project Summary

IN KIND DONATIONS:

Professional Services: \$4000

1. Lighting Installation

Equipment: \$1618

1. \$785 for use of Trailer
2. \$503 for use of Pressure Washer
3. \$330 for use of Power Pruner

Sweat Equity: \$6960

1. 29 hours of service by 20 volunteers – 580 total hours to complete at 4 main entries
 - a. Power Wash brick walls, raised beds and signage at entries
 - b. General Cleanup of grass areas that will stay at the entries
 - c. Treat areas for pests
 - d. Treat with Weed Killer
 - e. Prune tree branches and seal
 - f. Remove existing plants from raised beds
 - g. Run and bury 12-volt electrical cable
 - h. Bring debris to the bulky trash location (8 trips)

In Kind Contribution Total: \$4000+\$1618+6960 = \$12578 (maximum can be \$12,500)

TOTAL PROJECT COST:

\$97,782.49 Landscaping Covington (does not include plants)

\$15,828.00 Irrigation JCS Irrigation (assumes Option 1 – remove popups at Laurel Oaks)

\$6120.00 Lighting

\$871.00 Consumable Supplies

\$120,601.49 Projected Costs for Vitality Grant

(\$10,000.00) City of Garland reduction for Neighborhood Association Status

\$110,601.49 Subtotal of Allowed Expenses

(\$100,000) Grant Application Cap

\$10,601.49 Overage Amount

\$25,000 ONA Match Requirement (25% for \$100,000 Grant Cap)

\$1,853.60 Plants from Covington

\$37,455.09 Total ONA funding needed

(\$12,500) In Kind Donations

\$24,955.09 ONA Cash Contribution Required



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 02/17/2025
Title: Police Contact Data Report 2024
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

In accordance with the Texas Racial Profiling statute (Texas Code of Criminal Procedure, Chapter 2B, Subchapter B), the Garland Police Department has collected police contact data to identify and respond to racial profiling concerns since its inception. The statute requires the Police Department to submit this report to the City Council by March 1st of each year for the data from the previous calendar year.

Background

Chapter 2B, Subchapter B of the Texas Code of Criminal Procedure includes a prohibition of "racial profiling" by peace officers. The statute requires law enforcement agencies to adopt a detailed written policy on racial profiling and implement a process by which an individual may file a complaint if the individual believes that a police officer engaged in racial profiling with respect to that individual. In addition, the statute requires, among other things, that the department provide public education relating to the agency's complaint process.

Chapter 2B, Subchapter B of the Texas Code of Criminal Procedure requires all agencies to report racial profiling data to the Texas Commission on Law Enforcement (TCOLE) and their governing body.

The Garland Police Department has met all the policies, procedures, and reporting requirements related to Racial Profiling.

Consideration / Recommendation

Staff recommends that the City Council accept the report as submitted.

Attachments

Police Contact Data 2024
Racial Profiling Complaint Summary 2024

Garland Police Department

Traffic Stop Data

January 1, 2024 to December 31, 2024



Total Traffic Stops **37,549**

Gender

Male	24,303	64.7%
Female	13,246	35.3%

Race

Alaska Native / American Indian	336	0.9%
Asian / Pacific Islander	2,854	7.6%
Black	8,114	21.6%
Hispanic or Latino	15,158	40.4%
White	11,087	29.5%

Race Known Prior to Stop

Yes	642	1.7%
No	36,907	98.3%

Reason for Stop

Violation of Law	637	1.7%
Pre-existing Knowledge	466	1.2%
Moving Traffic Violation	30,688	81.7%
Vehicle Traffic Violation	5,758	15.3%

Location of Stop

City Street	36,603	97.5%
US Highway	396	1.1%
County Road	519	1.4%
Private Property or Other	31	0.1%

Was a Search Conducted

Yes	1,227	3.3%
No	36,322	96.7%

Reason for Search

Consent	437	1.2%
Contraband in Plain View	54	0.1%
Probable Cause	533	1.4%
Inventory	146	0.4%
Incident to Arrest	57	0.2%
No Search Conducted	36,322	96.7%

Was Contraband Discovered During Search

Yes	455	37.1%
No	772	62.9%

Description of Contraband

Drugs	144	31.6%
Currency	1	0.2%
Weapons	33	7.3%
Alcohol	27	5.9%
Stolen Property	0	0%
Other	250	54.9%

Result of the Stop

Arrest	255	0.7%
Citation	23,912	63.7%
Citation and Arrest	122	0.3%
Verbal Warning	8,963	23.9%
Written Warning	4,288	11.4%
Written Warning and Arrest	9	0.02%

Arrest Based On

Violation of Penal Code	167	43.3%
Violation of Traffic Law	16	4.1%
Violation of City Ordinance	0	0%
Outstanding Warrant	203	52.6%
Total Arrests	386	

Force Used Resulting in Injury

Yes	5	0.01%
No	37,544	99.99%

Garland Police Department

2024 Racial Profiling Complaint Summary

During the calendar year of 2024 the Garland Police Department Professional Standards Unit received and investigated one (1) citizen complaint of racial profiling.

<u>Case #</u>	<u>*Contact</u>	<u>Race</u>	<u>Allegation</u>	<u>*Case Disposition</u>
24-02I	Traffic Stop	H	Racial Profiling	Exonerated

* Contact Type

Traffic – Officer initiated contact of motorist

Pedestrian – Officer initiated contact of individuals not in vehicles

Call – Contact with citizens in response to reported incidents (not self-initiated)

* Case Disposition

Sustained – Allegation was true

Not Sustained – Not enough evidence to determine if incident occurred or not

Exonerated – Incident occurred but the officer's actions were justified

Unfounded – Allegation was without merit or false



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 02/17/2025
Title: 2025 Capital Improvement Program (CIP) Budget Amendment No. 1
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Amend the 2025 Capital Improvement Program (CIP) to include a new proposed project in 2025, Holford Youth & Recreation Soccer Facilities, including the appropriation of \$5.0 Million in 2025 and the issuance of \$5.0 Million of Certificates of Obligation in 2025.

1. Approve CIP Budget Amendment No. 1 as presented.
2. Do not approve CIP Budget Amendment No. 1.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 4, 2025, Regular Meeting.

Background

At the Monday, February 3, 2025, Work Session, staff presented on the opportunity to develop a Proposed Professional and Youth Soccer Complex with Mixed-Use Development at the Holford Road and President George Bush Turnpike interchange. Staff proposed funding a component of the overall public/private mixed-use development project through the City's Annual CIP and using the Debt Service Tax Rate. The proposed Holford Youth & Recreation Soccer Facilities project is anticipated to include the design and construction of six practice and youth recreational soccer fields, landscaping, trail development, and parking for the recreational facility. The total project cost is anticipated to be \$25.0 Million, with an anticipated completion date of Q2-2027.

The CIP Budget Amendment No. 1 proposes to increase the Park CIP 2025 Appropriation by \$5,000,000 for the Holford Youth & Recreation Soccer Facilities new project.

Consideration / Recommendation

Staff will seek City Council approval to appropriate \$5,000,000 to the Holford Youth & Recreation Soccer Facilities new project to be expended in 2025.

Staff will seek City Council approval to increase the upcoming issuance of 2025 Certificates of Obligation by \$5,000,000 in Spring of 2025 for a total planned issuance of \$76,422,000.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 4, 2025, Regular Meeting.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 02/17/2025

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, including at the November 18, 2024 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

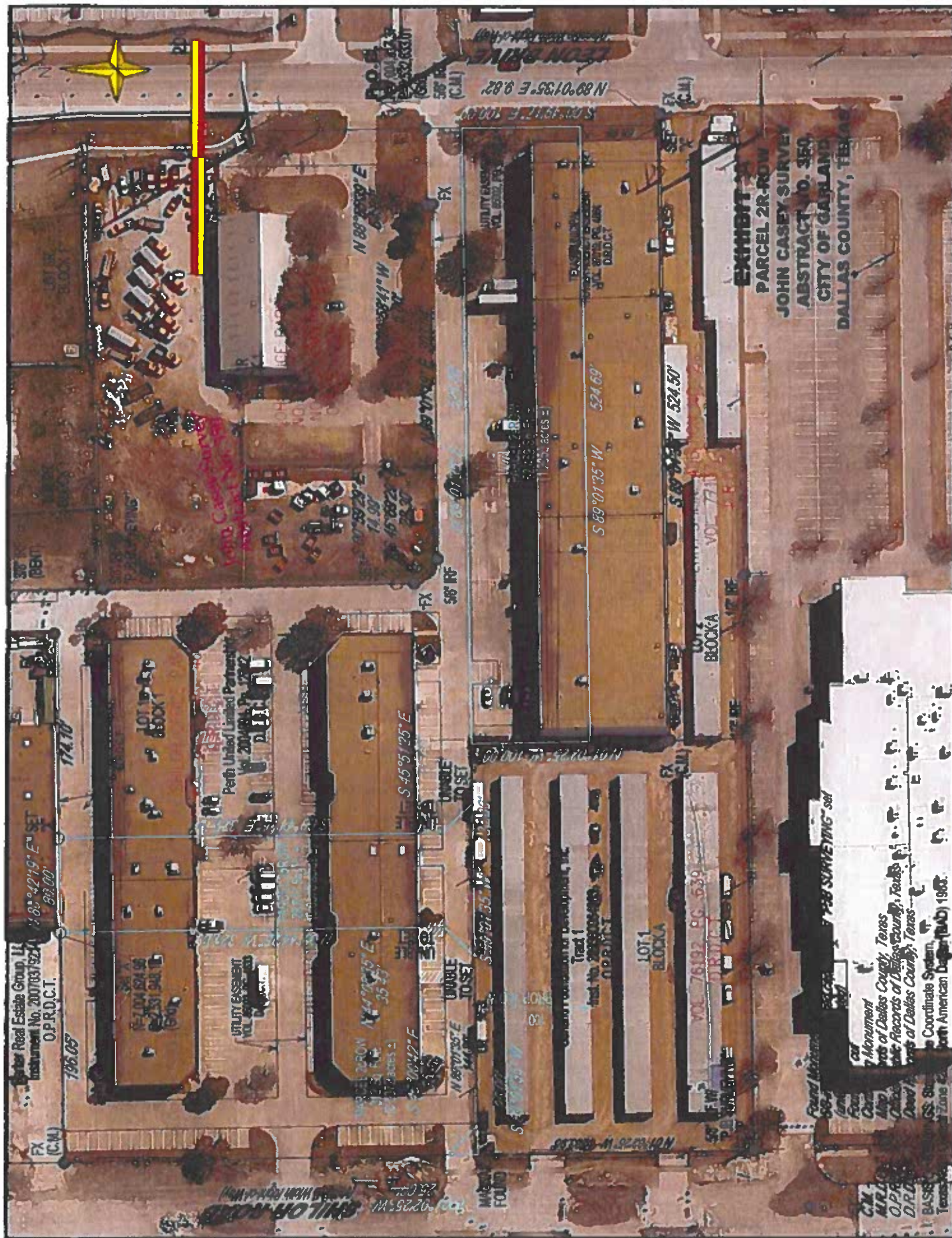


EXHIBIT "B"
(PROPERTY LEGAL DESCRIPTION)

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 Work Session

6.

Meeting Date: 02/17/2025
Title: TIF #3 Recommendation for Changes to Project and Financing Plan
Submitted By: Matt Watson, Chief Financial Officer
Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

The TIF#3 Board, with support of staff, will present recommendations for changes to the TIF#3 Project and Finance Plan, including the addition of a new project associated with a professional and youth soccer complex generally located at George Bush Turnpike and Holford Road and the extension of the termination date of TIF #3 to December 31, 2055.

Background

The TIF Board met on January 28, 2025 to contemplate updating the TIF#3 plan to include a new project associated with design and construction of a professional and youth soccer complex at George Bush Turnpike and Holford Road. Also, the board contemplated an extension of the termination date of the TIF #3 to December 31, 2055, which is seven years longer than the current Project and Financing Plan contemplates. The Board will present their recommendation to Council and if Council agrees, staff will prepare newspaper notices, updates to the Project and Financing Plan, and an ordinance to be placed on a future agenda for Council's formal approval.

Consideration / Recommendation

This item is for discussion only at this time. Council will formally consider an ordinance related to the TIF #3 recommendation at a future Council Meeting.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 02/17/2025

Title: Community Services Committee Report

Submitted By: Carma Potter, Assistant to City Council

Issue/Summary

Council Member Jeff Bass, Chair of the Community Services Committee and staff will provide a committee report.

Background

Downtown Square Usage and Policy was referred to Community Services Committee during Council discussion at the December 10, 2024 Work Session, following an Administrative Services Committee report on the item. The Downtown Square Usage and Policy item was requested by Deputy Mayor Pro Tem Lucht and seconded by Councilmember Beard at the December 10, 2024 Work Session.

Consideration / Recommendation

Council discussion.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 02/17/2025

Title: Texas Transportation Forum

Issue/Summary

City Council policy states that, "a Councilmember shall provide a report on any meeting attended at the expense of the City at the next regular meeting of the Council. If multiple Councilmembers attended the same event, a joint report may be made. The City Manager will provide City Council with an annual written briefing on Council travel and related expenses" (Article II, Division 1, Section 6E). Accordingly, this verbal briefing has been allotted to allow Mayor Pro Tem Moore to provide a report following attendance of the Texas Transportation Forum.

Background

City Council Policy (Article II, Division 1, Section 6E)

Consideration / Recommendation

Informational report for City Council per current policies. No direction needed.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

9.

Meeting Date: 02/17/2025

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)?					
Length of Garland residency (in 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
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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:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

10.

Meeting Date: 02/17/2025

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 ☐ 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: