



## **AGENDA**

**CITY COUNCIL WORK SESSION  
City of Garland  
Duckworth Building, Goldie Locke Room  
217 North Fifth Street  
Garland, Texas  
December 15, 2014  
6:00 p.m.**

### **DEFINITIONS:**

**Written Briefing:** Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

**Verbal Briefing:** These items do not require written background information or are an update on items previously discussed by the Council.

**Regular Item:** These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

**[Public comment will not be accepted during Work Session  
unless Council determines otherwise.]**

**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 locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, TEX. GOV'T CODE.

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

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

**1. Written Briefings:**

**a. Police Fleet Change from Chevrolet Caprice to Tahoe**

*Police Chief Mitch Bates is pursuing replacing the current enforcement vehicle of the Police Fleet, which utilizes the police package Chevrolet Caprice model, with the police package Chevrolet Tahoe to improve safety and functionality. By making this change, safety will be improved due to the increased interior room and functionality will be improved through the additional storage space. Based upon a cash flow analysis by the City Budget Office, the City is estimating a 10-year cumulative savings of approximately \$1 million.*

**b. Texas Department of Transportation Selective Traffic Enforcement Program – Impaired Driving Mobilization Grant**

*Council is requested to consider accepting a Texas Department of Transportation Selective Traffic Enforcement Program – Impaired Driving Mobilization Grant in the amount of \$25,630.56 to provide increased holiday DWI enforcement for FY 2014-15. If accepted, TxDOT will reimburse the City \$17,976.43. The grant requires the City to provide \$7,654.13 in matching funds which will be accomplished in part through fringe benefits expenditures, indirect costs, and administrative time spent on grant related paperwork. This item is scheduled for formal consideration at the December 16, 2014 Regular Meeting.*

**c. Sale of City Property – 541 Henderson Circle**

*Council is requested to consider authorizing the sale of residential property at 541 Henderson Circle to Sufi Properties, Inc. for \$12,000. On June 5, 2012, the residential property was struck off to the City of Garland for a total judgment of \$18,070.18 pursuant to a delinquent tax suit. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**d. Sale of City Property – 501 Rosewood Hills Drive**

*Council is requested to consider authorizing the sale of residential property at 501 Rosewood Hills Drive for \$20,000. On September 3, 2013, the residential property was struck off to the City of Garland for a total judgment of \$31,746.40 pursuant to a delinquent tax suit. The*

*property is currently assessed by the Dallas Central Appraisal District at \$68,590. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**e. Sale of City Property – 325 Davidson Circle**

*Council is requested to consider authorizing the sale of residential property at 325 Davidson Circle for \$15,000. On November 2, 2010, the residential property was struck off to the City of Garland for a total judgment of \$21,611.06 pursuant to a delinquent tax suit. The property is currently assessed by the Dallas Central Appraisal District at \$46,780. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**f. Sale of City Property – 151 Lake Drive**

*Council is requested to consider authorizing the sale of residential property at 151 Lake Drive to Michael and Kimberia Turner for \$10,000. On November 2, 2010, the residential property was struck off to the City of Garland for a total judgment of \$26,184.31 pursuant to a delinquent tax suit. The property is currently assessed by the Dallas Central Appraisal District at \$50,830. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**g. Purchase of Electric Transmission Line**

*Council is requested to consider authorizing the purchase of an electric transmission line, approximately one mile in length, located within the Garland city limits from the Brazos Electric Power Cooperative, Inc. (BEPC). BEPC has agreed to sell the electric transmission line to Garland at its net book value of \$173,181, subject to PUCT action. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**h. Change Order for Metro Fire Apparatus Specialist**

*Council is requested to consider authorizing a change order with Metro Fire Apparatus Specialist, Inc. in the amount of \$58,262 in order to add Compressed Air Foam Systems to two of the three engine pumpers on order through Bid No. 4511-14 that was approved by Council on July 1,*

2014. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.

**i. Credit Sales Agreement with Trinity River Mitigation Bank, L.P.**

*Council is requested to consider authorizing a Credit Sales Agreement with Trinity River Mitigation Bank, L.P. for wetlands and riparian habitat mitigation in conjunction with the proposed Pleasant Valley Bridge over Rowlett Creek and pay a one-time fee of \$178,500 for the mitigation credits. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**j. Chapter 380 Economic Development Grant Agreement – Cali Saigon Mall**

*Council is requested to consider authorizing the approval of a Chapter 380 Economic Development Grant Agreement (sales tax rebate) with Cali Saigon Mall, located at the northeast quadrant of Jupiter and Beltline Roads.*

Item	Key Person
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**2. Verbal Briefings:**

**a. Economic Development Update**

**Gwin**

*David Gwin, Director of Economic Development, will provide an update on the City of Garland's economic development program.*

**b. Mutual Aid Agreement**

**Stanley/Dodson**

*At the request of Council Members Stephen Stanley and Lori Barnett Dodson, Barry Young, Oncor Area Manager, will brief Council on the mutual aid agreement between Oncor and the City of Garland.*

**c. Transportation Report**

**Schaffner**

*Dean International, the City's transportation consultant, will update Council on the following:*

- *Transportation Program Updates*
  - *IH-635*
    - *Next Steps*
  - *IH-30*
  - *Annual Missions Update*
- *Strategic Events Update*
- *Advocacy Group Update*
- *Transportation Updates*
  - *TEX-21*
  - *Regional Policy*
  - *Federal Policy*
  - *State Update*

**d. Transportation Mission Trip Report**

**B. J. Williams/Campbell/  
Dodson**

*Deputy Mayor Pro Tem Tim Campbell will provide a report on the recent transportation mission trip to Washington, DC that several Council members participated in. At the request of Council Members B. J. Williams and Lori Barnett Dodson, Council is requested to discuss and come to a consensus regarding extending official invitations to Congressman Jeb Hensarling and Congressman Marc Veasey to visit Garland in early 2015 for discussion on the I-635 project and tour of the City of Garland.*

**e. IH-635 East Aesthetic Design Options**

**Luedtke**

*Council will be briefed on the aesthetic package for bridge columns, retaining walls, and sound walls along IH-635 East as proposed by TxDOT.*

**f. Community Services Committee Report**

**Goebel**

*Council Member Anita Goebel, chair of the Community Services Committee, will provide a committee report on the following items:*

- *Review of “no smoking” ordinance for food establishments.*
- *Review of the definition of “junk vehicle” in Section 32.81.*
- *Review of Neighborhood Vitality grant projects.*

**3. Regular Items:**

**a. Neighborhood Vitality Matching Grant**

**Russelmann**

*The Community Services Committee is recommending that Council approve the amended Travis College Hill application for the Neighborhood Vitality Matching Grant. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.*

**b. Revisions to the Garland Development Code (GDC)**

**Russelmann**

*At the December 1, 2014 Work Session, Council reviewed the Plan Commission's recommendation for revision and adoption of the draft GDC and Zoning Map. Additional information was requested for continued discussion at the December 15, 2014 Work Session.*

**4. Discuss Appointments to Boards and Commissions**

**Council**

- *Paul Hartman Cross – Parks and Recreation Board (District 3)*

**5. Consider the Consent Agenda**

**Council**

*A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.*

**6. Announce Future Agenda Items**

**Council**

*A member of the City Council, 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 a committee of the City Council. No substantive discussion of that item will take place at this time.*

**7. Council will move into Executive Session**

**Council**

## EXECUTIVE SESSION AGENDA

1. 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.

Discussions, deliberations, voting on, and taking final action with regard to any competitive matter, that being a utility-related matter that is related to the City's competitive activity, including commercial information, and would, if disclosed, give advantage to competitors or prospective competitors including any matter that is reasonably related to the following categories of information:

Sections 551.072; 551.806; 552.133, Tex. Gov't Code.

- (A) 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;
- (B) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- (C) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- (D) risk management information, contracts, and strategies, including fuel hedging and storage;
- (E) 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
- (F) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies;
  - Consider the purchase of real property in the north Garland area for use in GP&L transmission and distribution activities and for City communications infrastructure.

2. 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.
    - City of Garland, Texas v. Peele, et al., and possible related litigation.
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**8. Adjourn**

**Council**



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## POLICE FLEET CHANGE FROM CHEVROLET CAPRICE TO TAHOE

### ISSUE:

Police Chief Mitch Bates is pursuing replacing the current enforcement vehicle of the Police Fleet, which utilizes the police package Chevrolet Caprice model, with the police package **Chevrolet Tahoe** to improve safety and functionality.

### OPTIONS:

This item is for information purposes only. No new funding is required.

### RECOMMENDATION:

By changing the Police Enforcement Fleet from the Chevrolet Caprice to the Chevrolet Tahoe, safety will be improved due to the increased interior room and functionality will be improved through the additional storage space. Based upon a cash flow analysis by the City Budget Office, the city is estimating a 10-year cumulative savings of approximately **\$1 million**.

### COUNCIL GOAL

Consistent Delivery of Reliable City Services: The police enforcement vehicle is utilized to provide police services to the community in a safe, reliable, and efficient manner.

### BACKGROUND:

Chief Bates' philosophy for technology and equipment in the police department is to steer away from "new, cutting-edge" (which can bring great risk) and seek out the "known, reliable, and established" (which minimizes risk and maximizes performance).

For almost two decades, the Garland Police Department utilized the **Ford Crown Victoria** model as the primary enforcement vehicle. The Crown Victoria model was an extremely functional and reliable vehicle that became the standard in the law enforcement industry nationwide. However, in 2012, Ford discontinued the production of the police package Crown Victoria. At that time, the Police Department and City Fleet Department evaluated numerous models leading to the selection of the **Chevrolet**

## POLICE FLEET CHANGE FROM CHEVROLET CAPRICE TO TAHOE

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**Caprice** as the initial replacement. While the Chevrolet Caprice model has several advantages, the primary shortcoming is the lack of interior room.

Police enforcement vehicles now contain a significant amount of equipment that is utilized on a daily basis including, but not limited to:

- Police radio & emergency lighting equipment
- In-car camera (audio/video) system
- Mobile laptop (Panasonic Toughbook) & console/brackets
- Rifle & Shotgun Mounts
- Emergency medical response kit (tourniquet, etc.)
- Traffic safety equipment (flares, cones, etc.)
- Other miscellaneous equipment (flashlights) and forms, etc.

With the discontinuance of the Ford Crown Victoria, police agencies have struggled to find vehicles with adequate interior room for all of the equipment and one or two individuals in the front seat of the vehicle in addition to adequate room in the rear of the vehicle for prisoner transports. It is not uncommon for two persons to be assigned to one vehicle (i.e. - a Field Training Officer and a new officer-in-training; two fully trained police officers in some locations; a police officer and a civilian observer). In the event of a motor-vehicle accident, the officer(s) and/or others riding in the front seats are in close proximity to all of the equipment listed above which can potentially lead to additional injuries.

Of the “sedan” models that were previously available in police models, the Caprice possessed the largest interior room (larger than the other two primary police vehicles: Ford Taurus “Interceptor” and Dodge Charger models). However, the interior room of the Caprice is significantly less than what was available in the Ford Crown Victoria.

Chief Bates previously declined to utilize the Chevrolet Tahoe model out of concerns for potential roll-over situations (previously common in Sport Utility Vehicles). However, the safety features and overall performance of the Tahoe has been significantly improved over the years and no such concerns exist.

The **Chevrolet Tahoe** is not the new, cutting-edge technology. But, it has now become the “known and reliable” industry standard for law enforcement agencies not only in the state of Texas, but also across the nation. The following local agencies are currently using the Tahoe as their primary enforcement vehicle:

- Plano
- Arlington
- Irving
- Mesquite
- Richardson

## POLICE FLEET CHANGE FROM CHEVROLET CAPRICE TO TAHOE

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- Grand Prairie
- Carrollton
- McKinney
- Lewisville

Dallas and Ft. Worth police departments also both utilize the Tahoe, but they do so on a more limited basis.

In gathering comparison data, the City of Garland Fleet Department gathered information from several local agencies in addition to the Louisiana State Police and the Missouri State Police.

### CONSIDERATIONS:

Currently, only 36 of the 123 police enforcement vehicles are being evaluated for replacement this year based upon a combination of vehicle age, mileage, maintenance, and repair costs.

Positive attributes of the Chevrolet Tahoe:

- Increased interior room for officers and equipment leading to improved safety and functionality
- “Truck frame” withstands wear-and-tear better than “car frame” (thus, lower maintenance and repair costs)
- Lower fuel cost
- Better re-sale value
- Improved vision from higher driving position
- Better ground clearance (off-road situations)

The **purchase price** of the Tahoe (\$30,484) is \$2,317 greater than the Caprice (\$28,167).

The **peripherals and make-ready costs** of the Tahoe (\$8,943) are \$1,520 greater than the Caprice (\$7,423). The “peripherals” includes the emergency lighting, safety cages, brackets, etc.

However, the **fuel cost** is lower for the Tahoe (.31 cents per mile) than the Caprice (.35 cents per mile).

And, the **maintenance cost** is lower for the Tahoe (.13 cents per mile) than the Caprice (.14 cents per mile).

Also, the **resale value** of the Tahoe (\$9,000) is \$4,000 greater than the resale value of the Caprice (\$5,000).

## POLICE FLEET CHANGE FROM CHEVROLET CAPRICE TO TAHOE

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Thus, the Total Life Cycle Cost of the Tahoe (\$74,427) is **\$5,163 less** than the Caprice (\$79,590).

<u>Operating Costs:</u>	<u>Tahoe</u>	<u>Caprice</u>
Fuel Cost	.31 (cents/mile)	.35 (cents/mile)
Maintenance Cost	<u>.13</u>	<u>.14</u>
	.44 (cents/mile)	.49 (cents/mile)

<u>Vehicle In-Service Cost:</u>	<u>Tahoe</u>	<u>Caprice</u>
Purchase Price	\$30,484	\$28,167
Peripherals & Make-Ready	<u>8,943</u>	<u>7,423</u>
Total Purchase	\$39,427	\$35,590
Life Cycle Operating Cost	<u>\$44,000</u>	<u>\$49,000</u>
Total Life Cycle Cost	\$83,427	\$84,590
Projected Residual Value	<u>(9,000)</u>	<u>(5,000)</u>
<b>TOTAL OWNERSHIP COST</b>	<b>\$74,427</b>	<b>\$79,590</b>

**Ownership Life Cycle Savings (\$5,163)**

Ownership Cost per Mile	.74 (cents/mile)	.79 (cents/mile)
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Based upon a cash flow analysis by the City Budget Office, the city is estimating a 10-year cumulative savings of approximately **\$1 million**.

It is anticipated that the initial costs attributed to the purchase of Chevrolet Tahoes (as replacement for vehicles being taken out of service) can be absorbed by the **Equipment Replacement Fund (ERF)** with the long-term savings being used to replenish those funds.

No new funding is necessary.

### ATTACHMENTS:

- Chevrolet Tahoe Police Vehicle Photos and Specifications
- Chevrolet Caprice Police Vehicle Photos and Specifications

**POLICE FLEET CHANGE FROM CHEVROLET CAPRICE TO TAHOE**

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Submitted By:

Mitchel L. Bates  
Chief of Police

Date: December 5, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 5, 2014



# TAHOE 2WD PURSUIT



Shown with aftermarket equipment

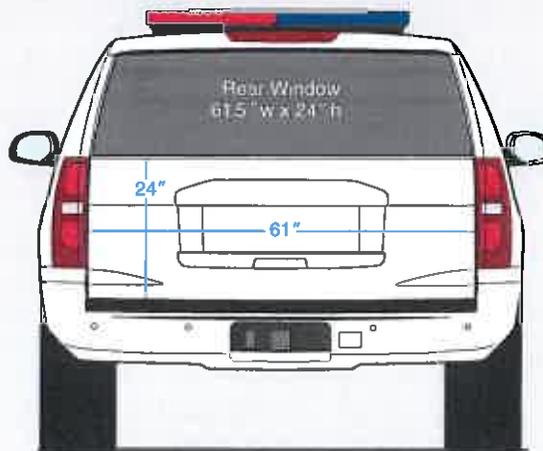
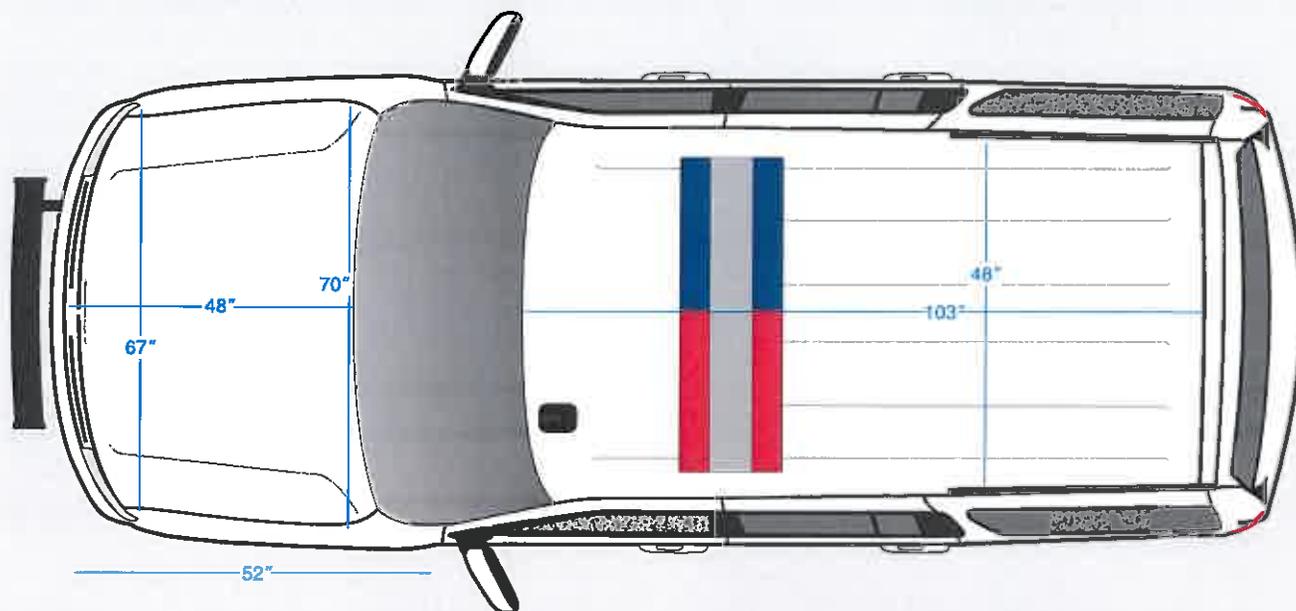
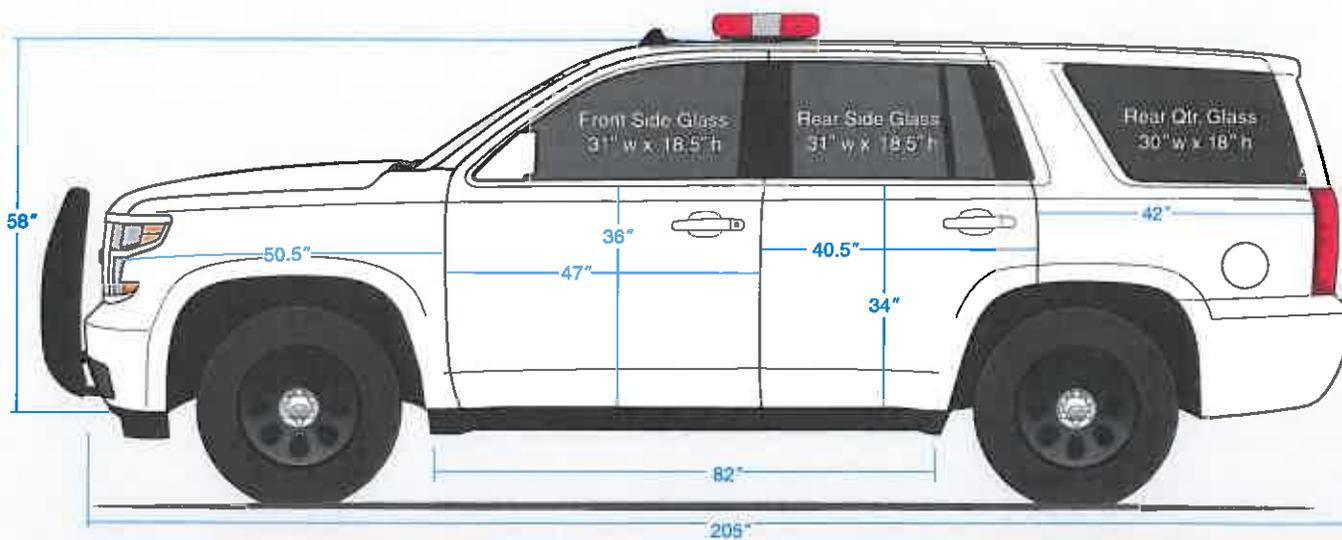
## 2 TAHOE 2WD PURSUIT

Fully accessible underbody spare tire standard



Shown with aftermarket equipment and Kerr-installed Push-To-Talk steering wheel controls

## DIMENSIONS



## Estimated material sizes to wrap:

- Hood – 72" x 52"
- Front Doors – 50" x 38"
- Rear Doors – 42" x 36"
- Roof – 110" x 55"
- Rear hatch – 63" x 26"



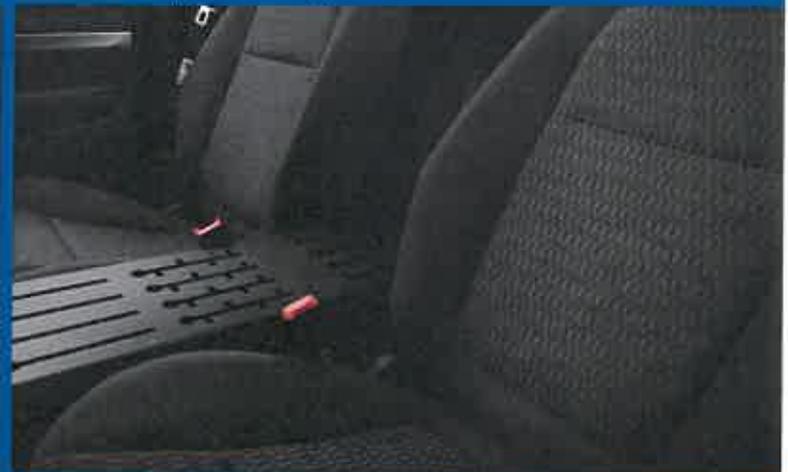
# CAPRICE PPV



Trunk release button on both front doors



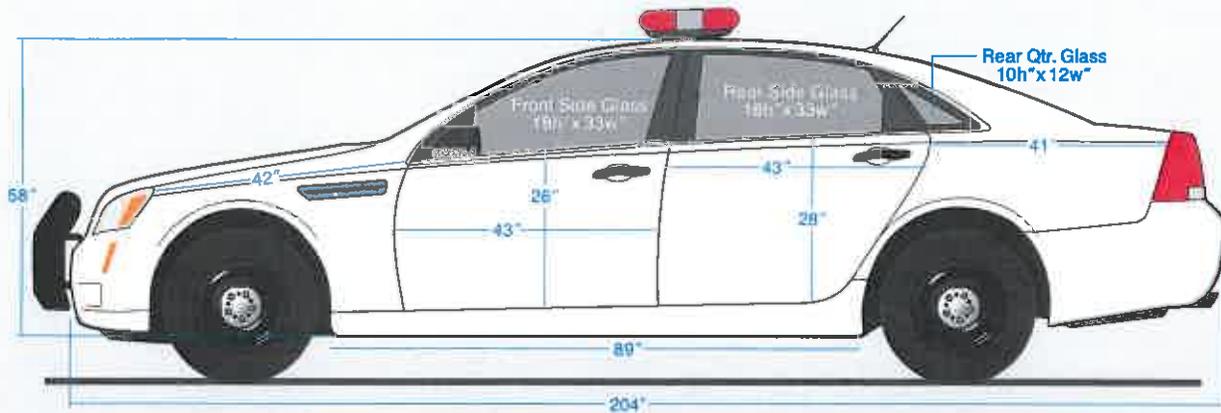
Standard equipment mounting platform



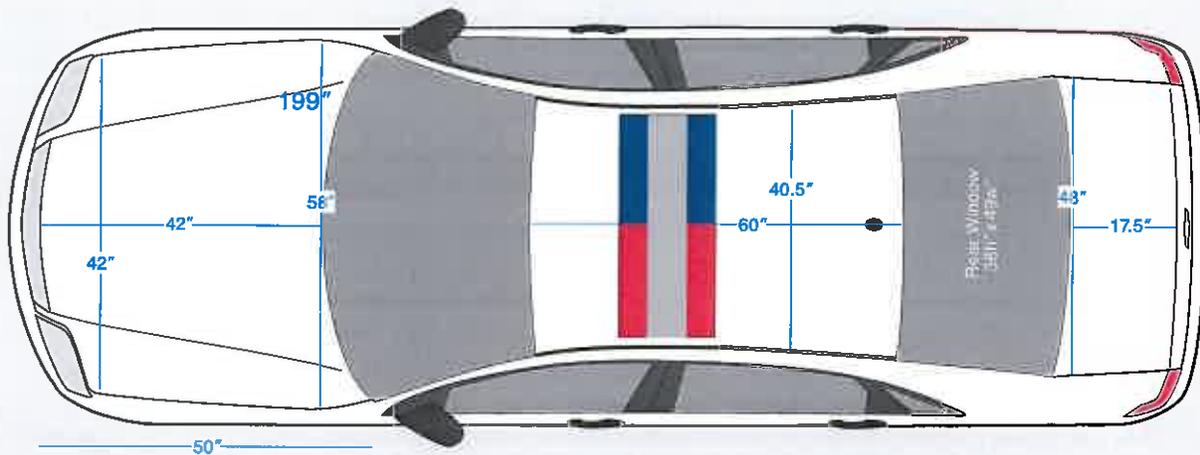
2015 model shown with after market equipment



CAPRICE POLICE PACKAGE

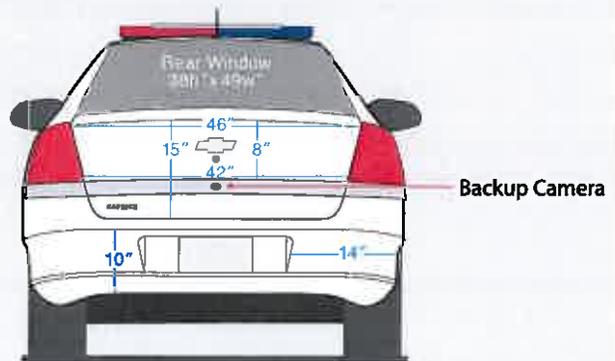


**Body side moldings not available**



**Estimated material sizes to wrap:**

- Hood – 56" x 60" (Includes areas next to grill)
- Hood – 42" x 60" (Excludes areas next to grill)
- Front Doors – 45" x 30"
- Rear Doors – 45" x 32"
- Roof – 45" x 64"
- Trunk Lid – 38" x 50"





Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) IMPAIRED DRIVING MOBILIZATION (IDM) GRANT

### ISSUE:

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) – Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant

### OPTIONS:

1. Accept TxDOT STEP Grant Funding. If the City Council concurs, the City Manager will execute the contracts.
2. Do not accept TxDOT STEP Grant funding.

### RECOMMENDATION:

Option 1: Accept TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) - Impaired Driving Mobilization (IDM) Grant for increased holiday DWI enforcement for FY 2014 – 2015. This item is scheduled for formal consideration at the December 16, 2014 Regular Meeting.

### COUNCIL GOAL

Safe, Family-Friendly Neighborhoods – By accepting the STEP grant, the City Council will augment the ability of the Garland Police Department to provide an even greater level of traffic safety for the citizenry of the City of Garland by potentially changing the driving habits of those who violate the laws related to the Driving While Intoxicated (DWI) and Driving Under the Influence by a Minor (DUI).

### BACKGROUND:

The Garland Police Department has partnered with The Texas Department of Transportation (TxDOT) for many years by participating in STEP enforcement grants. The purpose of this grant is to save lives and reduce motor vehicle accidents and

**TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC  
ENFORCEMENT COMPREHENISVE GRANT**

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related injuries by aggressively enforcing the laws of the State of Texas associated with Driving While Intoxicated (DWI) and Driving Under the Influence by Minor (DUI). Enforcement efforts will be focused throughout the City of Garland.

The enforcement activities will also be supplemented by additional public information and education campaigns conducted during the enforcement periods.

**CONSIDERATION:**

The grant for the FY 2014-2015 is in the amount of \$25,630.56. If accepted, TxDOT will reimburse the City of Garland \$17,976.43. The grant requires the City to provide \$7,654.13 in matching funds. This will be accomplished in part through fringe benefits expenditures, indirect costs, and administrative time spent on grant related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

**ATTACHMENT:**

**None**

Submitted By:

Mitchel L. Bates  
Chief of Police

Date: December 1, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 1, 2014



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## SALE OF CITY PROPERTY – 541 HENDERSON CIRCLE TO SUFI PROPERTIES, INC.

### ISSUE

Consider the sale of residential property at 541 Henderson Circle, in the City of Garland to Sufi Properties, Inc. for \$12,000.

### OPTIONS

1. Approve the sale.
2. Do not approve sale.

### RECOMMENDATION

Sell the subject property to Sufi Properties, Inc.. If Council concurs with this recommendation, staff will prepare a resolution for consideration at the January 6, 2015 Regular Meeting.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment  
Financially Stable Government with Tax Base that Supports Community Needs  
Safe, Family-Friendly Neighborhoods

### BACKGROUND

On June 5, 2012, the residential property located at 541 Henderson Circle, was struck off to the City of Garland pursuant to delinquent tax suit No. TX09-40221, City of Garland and Garland ISD vs. Noah Jones. The property was struck for a total Judgment of \$18,070.18. Sufi Properties, Inc. has offered to purchase this property for \$12,000.

### CONSIDERATION

Please note that the amount of court costs due under the judgment is \$4,907.91. However, the post-Judgment taxes and City maintenance and overhead cost must be

paid first from the proceeds. The offer for \$12,000 does not cover these full amounts. Under the distribution hierarchy provided by Texas Property Tax Code Section 34.06, the shortfall would come from the abstract fees awarded to Gay & McCall under the Judgment, \$250, and to the Dallas County Sheriff's Department for fees and commissions from a prior sale attempt. Additionally, there are no proceeds for distribution of taxes awarded under the Judgment. These taxes are only paid after all post-Judgment taxes and costs have been paid. Because the purchase price is less than either Judgment amount of taxes and court costs, \$18,070.18, or the market value as stated in the judgment, \$53,280.00, all jurisdictions included in the judgment must consent to the sale. Both Dallas County and GISD have consented. In addition, the City is entitled to reimbursement for its costs in the amount of \$1,500.00, leaving \$0.00 to be distributed to the City of Garland, Garland ISD, and Dallas County based on the pro rata percentages of the total judgment for taxes. Garland will receive \$0.00, with \$0.00 distributed to GISD and \$0.00 distributed to Dallas County.

Total Distribution:

Court Costs	\$ 5,147.01
City of Garland	\$ 1,500.00
GISD	\$ 0.00
Dallas County	\$ 0.00
City of Garland Post-Judgment Taxes	\$ 1,489.51
GISD Post-Judgment Taxes	\$ 2,539.09
<u>Dallas County Post-Judgment Taxes</u>	<u>\$ 1,324.39</u>
	\$ 12,000.00

The residential home appears to be in need of repair. Selling the home for the lesser amount will allow the buyer to invest more into the repair and improvement of the home creating a positive impact on the neighborhood. In addition, the City will no longer incur expenses associated with maintenance of the property.

This property has been routed through the internal real estate management organization process. All departments have declined their interest in retaining the property for City use.

The City Attorney's Office has reviewed this information.

**ATTACHMENTS**

1. Letter offering to purchase the property.
2. Judgment from Dallas County.
3. Sheriff's Deed
4. Location Map

SALE OF CITY PROPERTY – 541 Henderson Circle  
Page 3

Submitted By:

Michael C. Polocek, P.E.  
Director of Engineering

Date: December 5, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 5, 2014

LAW OFFICES  
**GAY, MCCALL, ISAACKS, GORDON & ROBERTS, P.C.**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

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DAVID MCCALL +  
LEWIS L. ISAACKS ♦+  
SYDNA H. GORDON  
WILLIAM J. ROBERTS +  
JENNIFER T. PETTIT  
J. DOUGLAS BURNSIDE  
JENNIFER EDMONDSON  
ERIN MINETT  
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M. SHANNON KACKLEY

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TEXAS BOARD OF LEGAL SPECIALIZATION

+ATTORNEY - MEDIATOR

July 7, 2014

Ms. Carol Clark  
Tax Assessor/Collector  
City of Garland  
217 N. 5th Street  
Garland, Texas 75040

Via electronic-mail

Re: Offer by Sufi Properties, Inc. to purchase 541 Henderson Cir., Garland, Texas

Dear Ms. Clark:

The above referenced property was struck off to the City of Garland on June 5, 2012 at a Sheriff's Sale pursuant to delinquent tax suit No. TX09-40221, City of Garland, et al. vs. Noah Jones, et al. The property was struck off for the total amount of the judgment, \$18,070.18. Sufi Properties, Inc. has offered to purchase this property for \$12,000.00.

The costs and distribution of net proceeds are:

Court Costs		\$3,625.27
Sheriff's Costs of Sale		\$1,226.11
Publication Fees		\$295.63
Net Court Costs and Costs of Sale		<u>\$5,147.01</u>
Personnel and Overhead .....		<u>\$1,500.00</u>
Total City Reimbursement		<u>\$1,500.00</u>
City of Garland	32%	\$0.00
Garland ISD	20%	\$0.00
Dallas County	48%	\$0.00
City of Garland Post-Judgment Taxes		\$1,489.51
Garland ISD Post-Judgment Taxes		\$2,539.09
Dallas County Post-Judgment Taxes		\$1,324.39
Total Tax Distribution		<u>\$5,352.99</u>
Net Court Costs and Costs of Sale		\$5,147.01
Total City Reimbursement		\$1,500.00
Total Tax Distribution		\$5,352.99
Total Sale Price		<u>\$12,000.00</u>

C. Clark  
July 7, 2013  
Page Two

Please note that the amount of court costs due under the Judgment is \$4,907.91. However, the post-Judgment taxes and City maintenance and overhead costs must be paid first from the proceeds. The offer for \$12,000 does not cover these full amounts. Under the distribution hierarchy provided by Texas Property Tax Code Section 34.06, the shortfall would come from the abstract fees awarded to Gay & McCall under the Judgment, \$250, and to the Dallas County Sheriff's Department for fees and commissions from a prior sale attempt. Additionally, there are no proceeds for distribution of taxes awarded under the Judgment. These taxes are only paid after all post-Judgment taxes and costs have been paid.

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$18,070.18, or the market value as stated in the judgment, \$53,280.00, all jurisdictions included in the judgment must consent to the sale. Our office will obtain the necessary consent for the sale to proceed.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Sufi Properties, Inc. to complete the transaction.

If you have any questions or need additional information, please contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "J. Douglas Burnside", with a long, sweeping flourish extending to the right.

J. Douglas Burnside  
Attorney at Law

Re-sale Disbursement Worksheet  
City of Garland

CAD Acct #:	26034500020030000
Property address:	541 Henderson Circle
Prior Owner:	Noah Jones
Cause No.:	TX09-40221
Judgment Date:	September 15, 2010
Sheriff's Sale Date:	June 5, 2012
Judgment amount:	GISD \$1,935.17
	City \$3,063.57
	County \$4,622.23
Total Judgment for Taxes:	\$9,620.97
Court costs:	\$4,907.91
Constable's fees for sale:	\$1,226.11
Publication fees for sheriff's sale, paid by Gay & McCall:	\$295.63
Post-Judgment Taxes	GISD \$2,539.09
	City \$1,489.51
	County \$1,324.39

**Checks to be disbursed as follows:**

<b>1.</b>	<b>Dallas County District Clerk</b>	<b>\$3,625.27</b>
<b>2.</b>	<b>Dallas County Sheriff</b>	<b>\$1,226.11</b>
<b>3.</b>	<b>Gay, McCall, Isaacks, Gordon &amp; Roberts</b>	<b>\$295.63</b>
<b>4.</b>	<b>City of Garland (administrative fee)</b>	<b>\$1,500.00</b>
<b>5.</b>	<b>City of Garland (Post-Judgment taxes)</b>	<b>\$1,489.51</b>
<b>6.</b>	<b>Garland ISD (Post-Judgment taxes)</b>	<b>\$2,539.09</b>
<b>7.</b>	<b>John Ames, Dallas County Tax Assessor (Post-Judgment taxes)</b>	<b>\$1,324.39</b>
	<b>TOTAL</b>	<b>\$12,000.00</b>

**The cause number and Dallas Central Appraisal District tax account number should be on all checks.**

CAUSE NO. TX09-40221

CITY OF GARLAND

vs.

NOAH JONES, ET AL.

§ IN THE 191ST JUDICIAL  
§  
§ DISTRICT COURT  
§  
§ DALLAS COUNTY, TEXAS

**JUDGMENT**

On September 15, 2010, came to be heard the above styled and numbered cause for delinquent ad valorem taxes. Plaintiff is the CITY OF GARLAND and GARLAND INDEPENDENT SCHOOL DISTRICT, and Impleaded Defendant Tax Unit Intervenor(s) is Dallas County. Defendant(s) is NOAH JONES AND THE HEIRS AND UNKNOWN HEIRS OF NOAH JONES and EVELYN JONES AND THE HEIRS AND UNKNOWN HEIRS OF EVELYN JONES.

The Court having considered all the evidence and pleadings presented to it at the hearing finds that:

A. Defendant(s) have been duly and legally cited. The date and time for the appearance of Defendant(s) NOAH JONES AND THE HEIRS AND UNKNOWN HEIRS OF NOAH JONES and EVELYN JONES AND THE HEIRS AND UNKNOWN HEIRS OF EVELYN JONES, has passed and the return of service has been on file in the manner and for the length of time provided by law.

B. Plaintiff and Intervenor(s) appeared by their respective attorneys and announced ready for trial.

C. The Defendant(s) NOAH JONES AND THE HEIRS AND UNKNOWN HEIRS OF NOAH JONES

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) EVELYN JONES AND THE HEIRS AND UNKNOWN HEIRS OF EVELYN JONES

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

D. The Court has jurisdiction of the subject matter of this suit and all parties thereto.

E. Each property included in this judgment has at all relevant times been located or had its tax situs in each tax unit adjudged to have established its claims for delinquent taxes against each such property.

F. The pleadings of Plaintiff and/or Intervenors list and describe each particular property involved herein, together with Defendant(s) who are alleged to have, own or claim some interest in such property.

G. Defendant(s) did not request findings as to reasonable fair market values of the property involved herein, and Defendant(s) did not offer any evidence as to such reasonable fair market values. Hence, the Court determined the market value of the property to be the value of the most recent appraisal roll which is \$53,280.

H. All of the taxes herein adjudged to be due to Plaintiff and /or Intervenor(s) were duly and legally levied and assessed against the property described and the owner thereof, and all conditions necessary to occur or to be performed in order for such taxes to be justly due and owing have occurred and have been performed.

THEREFORE IT IS ORDERED BY THE COURT

1. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **City of Garland**, and the City of Garland shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s)2004-2009, in the total amount of \$3,063.57, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff City of Garland is entitled to recover from the proceeds of such sale, in addition, penalties and interest accruing on the unpaid taxes as provided by law.

2. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Garland Independent School District**, and Garland Independent School District shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s)2008-2009, in the total amount of \$1,935.17, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff Garland Independent School District is entitled to recover from the proceeds of such sale, in addition, penalties and interest accruing on the unpaid taxes as provided by law.

3. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Dallas County**, and Dallas County shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s)1998-2009, in the total amount of \$4,622.23, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property

described herein is sold pursuant to this Court Order, Plaintiff Dallas County is entitled to recover from the proceeds of such sale, in addition, penalties and interest accruing on the unpaid taxes as provided by law.

4. Plaintiff and Intervenor(s) shall recover from the proceeds of a sale pursuant to this Court Order the statutory penalties and interest accruing on the delinquent taxes to the date of the sale.

5. In addition to the costs awarded above, Plaintiff and Intervenor(s) shall have and recover of and from Defendant(s) all additional court costs incurred and to be incurred in the suit, including all costs and expenses of foreclosure sale.

6. Penalties and interest continue to accrue as long as a tax remains unpaid.

7. Plaintiff CITY OF GARLAND shall also have and recover of and from Defendant(s) title search costs in the amount of \$250.00, which the Court finds to be a reasonable expense for ascertaining the name, identity, and location of owners and necessary parties and for providing the necessary legal description of property as prescribed by statute.

8. There exist tax liens against the property described and such tax liens are hereby decreed in favor of Plaintiff and/or Intervenor(s) to secure payment of all amounts adjudged to be due. There exist liens for mowing, demolition, and/or street assessments against this property described herein and such liens are hereby decreed in favor of the City of Garland to secure payment of all amounts adjudged to be due.

9. All such tax liens pertaining thereto are hereby foreclosed, and an Order of Sale shall be issued by the Clerk of this Court as provided by law directing seizure and sale as under execution of said property, said property being described as follows:

PROPERTY DESCRIPTION:

BEING LOT 3, BLOCK B, BELLAIRE HEIGHTS ADDITION, aka 541 HENDERSON CIR., CITY OF GARLAND, DALLAS COUNTY, TEXAS.

The officer receiving such Order of Sale shall proceed to sell such property as provided by Section 34.01, Texas Property Tax Code and each such conveyance shall be subject to right of redemption as provided by law. Such order to have all the force and effect of a writ of possession as between the parties to this suit and any person claiming under the defendant(s) by any right acquired pending this suit.

10. The Clerk of this court shall issue a Writ of Possession to the purchaser at the sale or to the purchaser's assigns no sooner than 20 days following the date on which the purchaser's deed from the officer making the sale is filed of record

11. The proceeds of any sale of said property, made under and by virtue of this judgment, shall be applied first to the payment of costs. The remainder shall be distributed to all taxing units participating in the sale in satisfaction of the taxes, penalties, interest and costs due each. Any excess in the proceeds of sale over and above the amount necessary to pay fully all amounts charged against said property shall be paid to the Clerk of this Court in accordance with terms and provisions of Section 34.02 of the Texas Property Tax Code.

12. Plaintiff and Intervenor(s) shall recover of and from the Defendant(s) all costs of court as well as Attorney's fee for \$ 1,550.00, to be paid to Adesola Omodele Adeyemi the Attorney Ad Litem, appointed to represent the Defendants cited by posting.

SIGNED THIS 15<sup>th</sup> DAY OF September, 2010.

*M. Kent Sims*

JUDGE PRESIDING

Retired Judge 3/ Judicial District  
Court Sitting for Judge 44th Judicial  
District Court Sitting for Judge 19157  
Judicial District Court Dallas County, Texas

Sheriff's Deed

060512-69

The State of Texas, }  
County of Dallas.

**KNOW ALL MEN BY THESE PRESENTS:**



201200198299

SHERIFF DEED 1/2

**NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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."**

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 191<sup>st</sup> Judicial District Court, Dallas County, State of Texas, on 8<sup>th</sup> day of February, A. D. 2012 in and for Dallas County, Styled CITY OF GARLAND, Plaintiff, -versus-NOAH JONES, ET AL, Case #TX-09-40221. On a certain judgment and Decree of Foreclosure rendered on the 15<sup>th</sup> day of September, A.D. 2010, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 16<sup>th</sup> day of April, A.D., 2012, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale to NOAH JONES, Defendant(s) and on the 1st Tuesday in June, A.D. 2012 it being the 5<sup>th</sup> day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Garland on it's behalf and Trustee for Garland ISD, Dallas County, for the sum of \$18,070.18 Dollars as there were no bids taken on that property therefore.

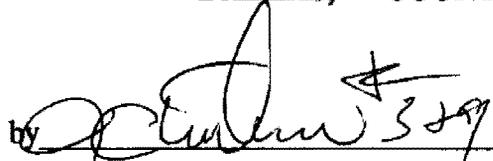
**NOW, THEREFORE**, in consideration of the premises aforesaid and of the payment to me of the said sum of \$18,070.18 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Garland on it's behalf and Trustee for Garland ISD, Dallas County, all of the estate, right, title and interest which the said Defendant had on the 15<sup>th</sup> day of September, A.D. 2010 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

**PROPERTY ADDRESS: 541 HENDERSON CIR., CITY OF GARLAND, DALLAS COUNTY, TEXAS. BEING LOT 3, BLOCK B, BELLAIRE HEIGHTS ADDITION, AKA 541 HENDERSON CIR., CITY OF GARLAND, DALLAS COUNTY, TEXAS.**

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Garland heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 25<sup>th</sup> day of June, A.D. 2012.

LUPE VALDEZ, SHERIFF,  
DALLAS, COUNTY, TEXAS

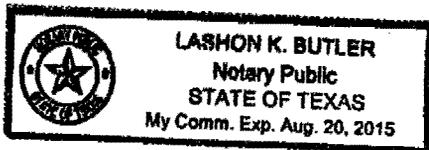
by 

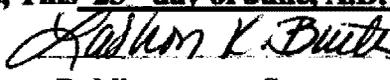
Deputy Tim Davis #276, Deputy J.T. Wilson #329

The State of Texas }  
County of Dallas

BEFORE ME, Lashon K. Butler, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy J.T. Wilson #329 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 25<sup>th</sup> day of June, A.D. 2012.



  
Notary Public, State of Texas  
Commission Expires 08-20-2015

The State of Texas, }  
County of Dallas

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2012, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2012, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2012.

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
07/10/2012 02:02:17 PM  
\$20.00

\_\_\_\_\_  
County Clerk Dallas County, Texas.





y \_\_\_\_\_  
Deputy

201200198299

Send This Deed To: City of Garland, Attn: J. Douglas Burnside, Gay McCall Isaacks  
Gordon May & Roberts, P.C. 1919 S. Shiloh rd. Ste 310, LB 40 Garland, Tx 75042



# 541 HENDERSON CIRCLE

Scale: NTS	SHEET
File:541Henderson	1
Date: Dec 2014	OF
Drawn: COG	1



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## SALE OF CITY PROPERTY – 501 ROSEWOOD HILLS DRIVE TO JUDSON STAFFORD

### ISSUE

Consider the sale of residential property at 501 Rosewood Hills Drive, in the City of Garland to Judson Stafford for \$20,000.

### OPTIONS

1. Approve the sale.
2. Do not approve sale.

### RECOMMENDATION

Sell the subject property to Judson Stafford. If Council concurs with this recommendation, staff will prepare a resolution for consideration at the January 6, 2015 Regular Meeting.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment  
Financially Stable Government with Tax Base that Supports Community Needs  
Safe, Family-Friendly Neighborhoods

### BACKGROUND

On September 3, 2013 the residential property located at 501 Rosewood Hills Drive, was struck off to the City of Garland pursuant to delinquent tax suit No. TX11-40218, City of Garland and Garland ISD vs. Heirs and Unknown Heirs of Edward E. Barrow. The property was struck for a total Judgment of \$31,746.40. The property is currently assessed by the Dallas Central Appraisal District at \$68,590. Judson Stafford has offered to purchase this property for \$20,000.

## CONSIDERATION

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$31,746.40, or the market value as stated in the judgment, \$68,590.00, all jurisdictions included in the judgment must consent to the sale. Both Dallas County and GISD have consented. In addition, the City is entitled to reimbursement for its costs in the amount of \$1,500.00, leaving \$10,790.30 to be distributed to the City of Garland, Garland ISD, and Dallas County based on the pro rata percentages of the total judgment for taxes. Garland will receive \$2,943.55, with \$5,454.77 distributed to GISD and \$2,391.98 distributed to Dallas County.

Total Distribution:

Court Costs	\$ 6,027.01
City of Garland	\$ 4,443.55
GISD	\$ 5,454.77
Dallas County	\$ 2,391.98
City of Garland Post-Judgment Taxes	\$ 463.24
GISD Post-Judgment Taxes	\$ 789.64
<u>Dallas County Post-Judgment Taxes</u>	<u>\$ 429.81</u>
	\$ 20,000.00

The residential property appears to be in need of repair. Selling the home for the lesser amount will allow the buyer to invest more into the repair and improvement of the home creating a positive impact on the neighborhood. In addition, the City will no longer incur expenses associated with maintenance of the property.

This property has been routed through the internal real estate management organization process. All departments have declined their interest in retaining the property for City use.

The City Attorney's Office has reviewed this information.

## ATTACHMENTS

1. Letter offering to purchase the property.
2. Judgment from Dallas County.
3. Sheriff's Deed
4. Location Map

Submitted By:

Michael C. Polocek, P.E.  
Director of Engineering

Date: December 15, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 15, 2014

LAW OFFICES  
**GAY, MCCALL, ISAACKS, GORDON & ROBERTS, P.C.**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

JOHN E. GAY  
DAVID MCCALL +  
LEWIS L. ISAACKS ♦+  
SYDNA H. GORDON  
WILLIAM J. ROBERTS +  
JENNIFER T. PETTIT  
J. DOUGLAS BURNSIDE  
JENNIFER EDMONDSON  
ERIN MINETT  
DUSTIN L. BANKS  
M. SHANNON KACKLEY

SUITE 310, LB 40  
1919 S. SHILOH ROAD  
GARLAND, TEXAS 75042  
(972) 278-8282 • Fax (972) 278-8222

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY - MEDIATOR

June 13, 2014

Ms. Carol Clark  
Tax Assessor/Collector  
City of Garland  
217 N. 5th Street  
Garland, Texas 75040

Via electronic-mail

Re: Offer by Judson Stafford to purchase 501 Rosewood Hills Drive, Garland, Texas

Dear Ms. Clark:

The above referenced property was struck off to the City of Garland on September 3, 2013 at a Sheriff's Sale pursuant to delinquent tax suit No. TX11-40218, City of Garland and Garland ISD vs. Heirs and Unknown Heirs of Edward E. Barrow, et al. The property was struck off for the total amount of the Judgment, \$31,746.40. Judson Stafford has offered to purchase this property for \$20,000. The property is currently assessed by the Dallas Central Appraisal District at \$68,590.

The costs and distribution of net proceeds are:

Court Costs		\$4,291.92
Sheriff's Costs of Sale		\$1,405.09
Publication Fees		\$330.00
Net Court Costs and Costs of Sale		<u>\$6,027.01</u>
Personnel and Overhead		<u>\$1,500.00</u>
Total City Reimbursement		<u>\$1,500.00</u>
City of Garland	27.2%	\$2,943.55
Garland ISD	50.6%	\$5,454.77
Dallas County	22.2%	<u>\$2,391.98</u>
City of Garland Post-Judgment Taxes		\$463.24
Garland ISD Post-Judgment Taxes		\$789.64
Dallas County Post-Judgment Taxes		\$429.81
Total Tax Distribution		<u>\$12,472.99</u>
Net Court Costs and Costs of Sale		\$6,027.01
Total City Reimbursement		<u>\$1,500.00</u>
Total Tax Distribution		<u>\$12,472.99</u>

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$31,746.40, or the market value as stated in the judgment, \$68,590.00, all jurisdictions included in the judgment must consent to the sale. Our office will obtain the necessary consent for the sale to proceed.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Linda Lescalle to complete the transaction.

If you have any questions or need additional information, please contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "J. Douglas Burnside", with a long, sweeping flourish extending to the right.

J. Douglas Burnside  
Attorney at Law

Re-sale Disbursement Worksheet  
City of Garland

CAD Acct #:	26501500020150000
Property address:	501 Rosewood Hills Dr.
Prior Owner:	Edward Barrow
Cause No.:	TX11-40218
Judgment Date:	April 4, 2013
Sheriff's Sale Date:	September 3, 2013
Judgment amount:	GISD \$7,992.03
	City \$4,312.72
	County \$3,504.60
Total Judgment for Taxes:	\$15,809.35
City of Garland Liens:	\$8,751.37
Court costs:	\$4,291.92
Constable's fees for sale:	\$1,405.09
Publication fees for sheriff's sale, paid by Gay & McCall:	\$330.00
Post-Judgment Taxes	GISD \$789.64
	City \$463.24
	County \$429.81

**Checks to be disbursed as follows:**

<b>1.</b>	<b>Dallas County District Clerk</b>	<b>\$4,291.92</b>
<b>2.</b>	<b>Dallas County Sheriff</b>	<b>\$1,405.09</b>
<b>3.</b>	<b>Gay, McCall, Isaacks, Gordon &amp; Roberts</b>	<b>\$330.00</b>
<b>4.</b>	<b>City of Garland (administrative fee)</b>	<b>\$1,500.00</b>
<b>5.</b>	<b>City of Garland (Pro-rata Judgment tax year distribution)</b>	<b>\$2,943.55</b>
<b>6.</b>	<b>City of Garland (Post Judgment taxes)</b>	<b>\$463.24</b>
<b>7.</b>	<b>Garland ISD (Pro-rata Judgment tax year distribution)</b>	<b>\$5,454.77</b>
<b>8.</b>	<b>Garland ISD (Post Judgment taxes)</b>	<b>\$789.64</b>
<b>9.</b>	<b>John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)</b>	<b>\$2,391.98</b>
<b>10.</b>	<b>John Ames, Dallas County Tax Assessor (Post Judgment taxes)</b>	<b>\$429.81</b>
	<b>TOTAL</b>	<b>\$20,000.00</b>

**The cause number and Dallas Central Appraisal District tax account number should be on all checks.**

CAUSE NO. TX11-40218

CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT	§ § §	IN THE 134TH JUDICIAL
vs.	§	DISTRICT COURT
HEIRS AND UNKNOWN HEIRS OF EDWARD E. BARROW , ET AL	§	DALLAS COUNTY, TEXAS

JUDGMENT

On APRIL 4, 2013, came to be heard the above styled and numbered cause for delinquent ad valorem taxes. Plaintiff is the CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT, and Impleaded Defendant Tax Unit Intervenor(s) are the Dallas County. Defendant(s) are HEIRS AND UNKNOWN HEIRS OF EDWARD E. BARROW, MARGARET MELLISSA BARROW AND THE HEIRS AND UNKNOWN HEIRS OF MARGARET MELLISSA BARROW, STACEY ADAMS (IN REM ONLY), CATHY COLLINS (IN REM ONLY), TERRIE TANIS (IN REM ONLY) and PAM TUCKER (IN REM ONLY).

The Court having considered all the evidence and pleadings presented to it at the hearing finds that:

A. Defendant(s) have been duly and legally cited. The date and time for the appearance of Defendant(s) HEIRS AND UNKNOWN HEIRS OF EDWARD E. BARROW, MARGARET MELLISSA BARROW AND THE HEIRS AND UNKNOWN HEIRS OF MARGARET MELLISSA BARROW, STACEY ADAMS (IN REM ONLY), CATHY COLLINS (IN REM ONLY), TERRIE TANIS (IN REM ONLY) and PAM TUCKER (IN REM ONLY), has passed and the return of service has been on file in the manner and for the length of time provided by law.

B. Plaintiff and Intervenor(s) appeared by their respective attorneys and announced ready for trial.

C. The Defendant(s) HEIRS AND UNKNOWN HEIRS OF EDWARD E. BARROW

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) MARGARET MELLISSA BARROW AND THE HEIRS AND UNKNOWN HEIRS OF MARGARET MELLISSA BARROW

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) STACEY ADAMS (IN REM ONLY)

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) CATHY COLLINS (IN REM ONLY)

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) TERRIE TANIS (IN REM ONLY)

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) PAM TUCKER (IN REM ONLY)

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

D. The Court has jurisdiction of the subject matter of this suit and all parties thereto.

E. Each property included in this judgment has at all relevant times been located or had its tax suits in each tax unit adjudged to have established its claims for delinquent taxes against each such property.

F. The pleadings of Plaintiff and/or Intervenors list and describe each particular property involved herein, together with Defendant(s) who are alleged to have, own or claim some interest in such property.

G. Defendant(s) did not request findings as to reasonable fair market values of the property involved herein, and Defendant(s) did not offer any evidence as to such reasonable fair market values. Hence, the Court determined the market value of the property to be the value of the most recent appraisal roll which is \$68,590.

H. All of the taxes herein adjudged to be due to Plaintiff and /or Intervenor(s) were duly and legally levied and assessed against the property described and the owner thereof, and all conditions necessary to

occur or to be performed in order for such taxes to be justly due and owing have occurred and have been performed.

THEREFORE IT IS ORDERED BY THE COURT

1. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **City of Garland**, and the City of Garland shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s) 2007-2012, in the total amount of \$4,312.72, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff City of Garland is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$80.47 as attorney's fees on the 2012 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

The assessments by the City of Garland for mowing/demolition and/or street improvements with regard to the property described herein are hereby adjudged to be due, owing, and unpaid to the City of Garland, and the City of Garland shall have and recover of and from Defendant(s) such assessments in the amount of \$8,751.37 plus ten (10) percent interest from the date of judgment until paid, and foreclosure of the statutory lien upon the land described herein. Further, the City of Garland shall recover \$2,187.84 as attorneys fees for collection of said mowing/demolition and/or street assessments. Said attorney's fees are reasonable and are approved and allowed by the Court.

2. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Garland Independent School District**, and Garland Independent School District shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s) 2007-2012, in the total amount of \$7,996.03, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff Garland Independent School District is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$143.13 as attorney's fees on the 2012 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

3. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Dallas County**, and Dallas County shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s) 2007-2012, in the total amount of \$ 3,504.60, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff Dallas County is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$73.48 as attorney's fees on the 2012 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

4. Plaintiff and Intervenor(s) shall recover from the proceeds of a sale pursuant to this Court Order the statutory penalties and interest accruing on the delinquent taxes to the date of the sale.

5. In addition to the costs awarded above, Plaintiff and Intervenor(s) shall have and recover of and from Defendant(s) all additional court costs incurred and to be incurred in the suit, including all costs and expenses of foreclosure sale.

6. Penalties and interest continue to accrue as long as a tax remains unpaid.

7. Plaintiff CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT shall also have and recover of and from Defendant(s) title search costs in the amount of \$350.00, which the Court finds to be a reasonable expense for ascertaining the name, identity, and location of owners and necessary parties and for providing the necessary legal description of property as prescribed by statute.

8. There exist tax liens against the property described and such tax liens are hereby decreed in favor of Plaintiff and/or Intervenor(s) to secure payment of all amounts adjudged to be due. There exist liens for mowing, demolition, and/or street assessments against this property described herein and such liens are hereby decreed in favor of the City of Garland to secure payment of all amounts adjudged to be due.

9. All such tax liens and liens for mowing, demolition and/or street assessments pertaining thereto are hereby foreclosed, and an Order of Sale shall be issued by the Clerk of this Court as provided by law directing seizure and sale as under execution of said property, said property being described as follows:

PROPERTY DESCRIPTION:

BEING LOT 15, BLOCK 2, ROSEWOOD TERRACE ADDITION, aka 501 ROSEWOOD HILLS DR, CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOL. 78100, PAGE 1942, OF THE DALLAS COUNTY DEED RECORDS.

The officer receiving such Order of Sale shall proceed to sell such property as provided by Section 34.01, Texas Property Tax Code and each such conveyance shall be subject to right of redemption as provided by law. Such order to have all the force and effect of a writ of possession as between the parties to this suit and any person claiming under the defendant(s) by any right acquired pending this suit.

10. The Clerk of this court shall issue a Writ of Possession to the purchaser at the sale or to the purchaser's assigns no sooner than 20 days following the date on which the purchaser's deed from the officer making the sale is filed of record.

11. The proceeds of any sale of said property, made under and by virtue of this judgment, shall be applied first to the payment of costs. The remainder shall be distributed to all taxing units participating in the sale in satisfaction of the taxes, penalties, interest and costs due each. Any excess in the proceeds of sale over and above the amount necessary to pay fully all amounts charged against said property shall be paid to

the Clerk of this Court in accordance with terms and provisions of Section 34.02 of the Texas Property Tax Code.

12. Plaintiff and Intervenor(s) shall recover of and from the Defendant(s) all costs of court as well as Attorney's fee for \$700.00 to be paid to the Attorney Ad Litem, DAVID J KAPLAN appointed to represent the Defendants cited by posting.

SIGNED THIS 4th DAY OF April, 2013.

**ORIGINAL SIGNED BY JUDGE**

JUDGE PRESIDING  
Retired Judge St Judicial District  
Court Sitting for Judge Keenan Judge  
District Court Sitting for Judge 134th  
Judicial District Court Dallas County, Texas

Sheriff's Deed

090313-59

The State of Texas, }  
County of Dallas.

KNOW ALL MEN BY THESE PRESENTS:



201300295793  
SHERIFF DEED 1/2

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 134<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 5<sup>th</sup> day of June, A. D. 2013 in and for Dallas County, Styled CITY OF GARLAND AND GARLAND ISD, Plaintiff -versus- HEIRS AND UNKNOWN HEIRS OF EDWARD E. BARROW, ET AL, Case No. TX-11-40218. On a certain judgment and Decree of Foreclosure rendered on the 4<sup>th</sup> day of April, A.D. 2013, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 22<sup>nd</sup> day of July, A.D., 2013, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale to Heirs and Unknown Heirs of Edwards E. Barrow; Margaret Mellissa Barrow and the Heirs and the Heirs and Unknown Heirs of Margaret Mellissa Barrow; Stacey Adams (In Rem Only), Cathy Collins (In Rem Only), Terrie Tanis (In Rem Only); Pam Tucker (In Rem Only), Defendant(s) and on the 1st Tuesday in September, A.D. 2013 it being the 3<sup>rd</sup> day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Garland on its behalf and Trustee for Dallas County, Garland ISD, for the sum of \$31,746.40 Dollars as there were no bids taken on that property therefore.

*NOW, THEREFORE*, in consideration of the premises aforesaid and of the payment to me of the said sum of \$31,746.40 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Garland on its behalf and Trustee for Dallas County, Garland ISD, all of the estate, right, title and interest which the said Defendant had on the 4<sup>th</sup> day of April, A.D. 2013 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 501 ROSEWOOD HILLS DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS. BEING LOT 15, BLOCK 2, ROSEWOOD TERRACE ADDITION, AKA 501 ROSEWOOD HILLS DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOL. 78100, PAGE 1942, OF THE DALLAS COUNTY

DEED

RECORDS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Garland heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 9<sup>th</sup> day of September, A.D. 2013.

LUPE VALDEZ, SHERIFF,  
DALLAS, COUNTY, TEXAS

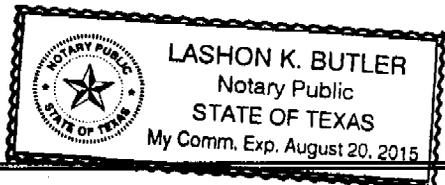
by J. Davis #276

Deputy Tim Davis #276, Deputy S. Jackson #297

The State of Texas }  
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy S. Jackson #297 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9<sup>th</sup> day of September, A.D. 2013.



Lashon K. Butler  
Notary Public, State of Texas  
Commission Expires 08-20-2015

The State of Texas, }  
County of Dallas

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2013, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2013.

\_\_\_\_\_  
County Clerk Dallas County, Texas.

By \_\_\_\_\_  
Deputy

Send This Deed To: City of Garland

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
09/17/2013 01:14:52 PM  
\$20.00



JF



**501  
ROSEWOOD  
HILLS**

TRELLIS DR.

MARS DR.

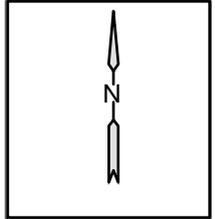
ROSEWOOD HILLS DR.

BAY SHORE DR.

MARS DR.

TEAROSE DR.

SHOREHAVEN DR.



**501 ROSEWOOD HILLS DRIVE**

Scale: NTS  
 File: 501RoseH  
 Date: Dec 2014  
 Drawn: COG

SHEET  
 1  
 OF  
 1



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## SALE OF CITY PROPERTY – 325 DAVIDSON CIRCLE TO SUFI PROPERTIES, INC.

### ISSUE

Consider the sale of residential property at 325 Davidson Circle, in the City of Garland to Sufi Properties, Inc. for \$15,000.

### OPTIONS

1. Approve the sale.
2. Do not approve sale.

### RECOMMENDATION

Sell the subject property to Sufi Properties, Inc.. If Council concurs with this recommendation, staff will prepare a resolution for consideration at the January 6, 2015 Regular Meeting.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment  
Financially Stable Government with Tax Base that Supports Community Needs  
Safe, Family-Friendly Neighborhoods

### BACKGROUND

On November 2, 2010 the residential property located at 325 Davidson Circle, was struck off to the City of Garland pursuant to delinquent tax suit No. TX08-40862, City of Garland and Garland ISD vs. Heirs and Unknown Heirs of Willie Pumphrey. The property was struck for a total Judgment of \$21,611.06. The property is currently assessed by the Dallas Central Appraisal District at \$46,780. Sufi Properties, Inc. has offered to purchase this property for \$15,000.

## CONSIDERATION

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$76,743.20, or the market value as stated in the judgment, \$42,140.00, all jurisdictions included in the judgment must consent to the sale. Both Dallas County and GISD have consented. In addition, the City is entitled to reimbursement for its costs in the amount of \$1,500.00, leaving \$8,698.86 to be distributed to the City of Garland, Garland ISD, and Dallas County based on the pro rata percentages of the total judgment for taxes. Garland will receive \$1,339.57, with \$4,835.05 distributed to GISD and \$2,524.24 distributed to Dallas County.

Total Distribution:

Court Costs	\$ 2,962.40
City of Garland	\$ 2,839.57
GISD	\$ 4,835.05
Dallas County	\$ 2,524.24
City of Garland Post-Judgment Taxes	\$ 512.29
GISD Post-Judgment Taxes	\$ 873.25
<u>Dallas County Post-Judgment Taxes</u>	<u>\$ 453.20</u>
	\$ 15,000.00

The residential home and property has been vacant for several years and appears to be in need of repair. Selling the home for the lesser amount will allow the buyer to invest more into the repair and improvement of the home creating a positive impact on the neighborhood. In addition, the City will no longer incur expenses associated with maintenance of the property.

This property has been routed through the internal real estate management organization process. All departments have declined their interest in retaining the property for City use.

The City Attorney's Office has reviewed this information.

## ATTACHMENTS

1. Letter offering to purchase the property.
2. Judgment from Dallas County.
3. Sheriff's Deed
4. Location Map

SALE OF CITY PROPERTY – 325 Davidson Circle  
Page 3

Submitted By:

Michael C. Polocek, P.E.  
Director of Engineering

Date: December 5, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 5, 2014

LAW OFFICES  
**GAY, MCCALL, ISAACKS, GORDON & ROBERTS, P.C.**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

JOHN E. GAY  
DAVID MCCALL +  
LEWIS L. ISAACKS ♦+  
SYDNA H. GORDON  
WILLIAM J. ROBERTS +  
JENNIFER T. PETTIT  
J. DOUGLAS BURNSIDE  
JENNIFER EDMONDSON  
ERIN MINETT  
DUSTIN L. BANKS  
M. SHANNON KACKLEY

SUITE 310, LB 40  
1919 S. SHILOH ROAD  
GARLAND, TEXAS 75042  
(972) 278-8282 • Fax (972) 278-8222

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY - MEDIATOR

July 7, 2014

Ms. Carol Clark  
Tax Assessor/Collector  
City of Garland  
217 N. 5th Street  
Garland, Texas 75040

Via electronic-mail

Re: Offer by Sufi Properties, Inc. to purchase 325 Davidson Circle, Garland, Texas

Dear Ms. Clark:

The above referenced property was struck off to the City of Garland on November 2, 2010 at a Sheriff's Sale pursuant to delinquent tax suit No. TX08-40862, City of Garland and Garland ISD vs. Heirs and Unknown Heirs of Willie Pumphrey, et al. The property was struck off for the total amount of the Judgment, \$21,611.06. Sufi Properties, Inc. has offered to purchase this property for \$15,000.00. The property is currently assessed by the Dallas Central Appraisal District at \$46,780.

The costs and distribution of net proceeds are:

Court Costs		\$1,343.41
Sheriff's Costs of Sale		\$1,316.49
Publication Fees		\$302.50
Net Court Costs and Costs of Sale		<u>\$2,962.40</u>
Personnel and Overhead		<u>\$1,500.00</u>
Total City Reimbursement		<u>\$1,500.00</u>
City of Garland	15.4%	\$1,339.57
Garland ISD	55.6%	\$4,835.05
Dallas County	29.0%	\$2,524.24
City of Garland Post-Judgment Taxes		\$512.29
Garland ISD Post-Judgment Taxes		\$873.25
Dallas County Post-Judgment Taxes		<u>\$453.20</u>
Total Tax Distribution		\$10,537.60
Net Court Costs and Costs of Sale		\$2,962.40
Total City Reimbursement		<u>\$1,500.00</u>
Total Distribution		<u>\$15,000.00</u>

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$76,743.20, or the market value as stated in the judgment, \$42,140.00, all jurisdictions included in the judgment must consent to the sale. Our office will obtain the necessary consent for the sale to proceed.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Sufi Properties, Inc. to complete the transaction.

If you have any questions or need additional information, please contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "J. Douglas Burnside", with a long, sweeping flourish extending to the right.

J. Douglas Burnside  
Attorney at Law

Re-sale Disbursement Worksheet  
City of Garland

CAD Acct #:	26465500040170000
Property address:	325 Davidson Circle
Prior Owner:	Willie Pumphrey
Cause No.:	TX08-40862
Judgment Date:	April 15, 2010
Sheriff's Sale Date:	November 2, 2010
Judgment amount:	GISD \$9,722.90
	City \$2,693.76
	County \$5,076.05
Total Judgment for Taxes:	\$17,492.71
Court costs:	\$1,343.41
Constable's fees for sale:	\$1,316.49
Publication fees for sheriff's sale, paid by Gay & McCall:	\$302.50
Post-Judgment Taxes	GISD \$873.25
	City \$512.29
	County \$453.20

**Checks to be disbursed as follows:**

<b>1.</b>	<b>Dallas County District Clerk</b>	<b>\$1,343.41</b>
<b>2.</b>	<b>Dallas County Sheriff</b>	<b>\$1,316.49</b>
<b>3.</b>	<b>Gay, McCall, Isaacks, Gordon &amp; Roberts</b>	<b>\$302.50</b>
<b>4.</b>	<b>City of Garland (administrative fee)</b>	<b>\$1,500.00</b>
<b>5.</b>	<b>City of Garland (Pro-rata Judgment tax year distribution)</b>	<b>\$1,339.57</b>
<b>6.</b>	<b>City of Garland (Post Judgment taxes)</b>	<b>\$512.29</b>
<b>7.</b>	<b>Garland ISD (Pro-rata Judgment tax year distribution)</b>	<b>\$4,835.05</b>
<b>8.</b>	<b>Garland ISD (Post Judgment taxes)</b>	<b>\$873.25</b>
<b>9.</b>	<b>John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)</b>	<b>\$2,524.24</b>
<b>10.</b>	<b>John Ames, Dallas County Tax Assessor (Post Judgment taxes)</b>	<b>\$453.20</b>
	<b>TOTAL</b>	<b>\$15,000.00</b>

**The cause number and Dallas Central Appraisal District tax account number should be on all checks.**

CAUSE NO. 08-40862-T-C

CITY OF GARLAND and GARLAND IMDEPENDENT SCHOOL DISTRICT

Vs.

WILLIE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF WILLIE PUMPHREY

§  
§  
§  
§  
§  
§

IN THE 68TH JUDICIAL DISTRICT COURT DALLAS COUNTY, TEXAS

**JUDGMENT**

On APRIL 15, 2010, came to be heard the above styled and numbered cause for delinquent ad valorem taxes. Plaintiff is the CITY OF GARLAND and GARLAND IMDEPENDENT SCHOOL DISTRICT, and Impleaded Defendant Tax Unit Intervenor(s) is the County of Dallas. Defendant(s) are WILLIE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF WILLIE PUMPHREY, GEORGIA LEE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF GEORGIA LEE PUMPHREY and BEULAH PUMPHREY.

The Court having considered all the evidence and pleadings presented to it at the hearing finds that:

A. Defendant(s) have been duly and legally cited. The date and time for the appearance of Defendant(s) WILLIE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF WILLIE PUMPHREY, GEORGIA LEE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF GEORGIA LEE PUMPHREY and BEULAH PUMPHREY, has passed and the return of service has been on file in the manner and for the length of time provided by law.

B. Plaintiff and Intervenor(s) appeared by their respective attorneys and announced ready for trial.

C. The Defendant(s) WILLIE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF WILLIE PUMPHREY

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) GEORGIA LEE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF GEORGIA LEE PUMPHREY

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) BEULAH PUMPHREY

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

D. The Court has jurisdiction of the subject matter of this suit and all parties thereto.

E. Each property included in this judgment has at all relevant times been located or had its tax situs in each tax unit adjudged to have established its claims for delinquent taxes against each such property.

F. The pleadings of Plaintiff and/or Intervenors list and describe each particular property involved herein, together with Defendant(s) who are alleged to have, own or claim some interest in such property.

G. Defendant(s) did not request findings as to reasonable fair market value of the property involved herein, and Defendant(s) did not offer any evidence as to such reasonable fair market value. Hence, the Court determined the market value of the property to be the value of the most recent appraisal roll which is **\$46,780**.

H. All of the taxes herein adjudged to be due to Plaintiff and /or Intervenor(s) were duly and legally levied and assessed against the property described and the owner thereof, and all conditions necessary to occur or to be performed in order for such taxes to be justly due and owing have occurred and have been performed.

THEREFORE IT IS ORDERED BY THE COURT

1. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **City of Garland**, and the City of Garland shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

DCAD ACCOUNT NO. 26465500040170000

For the year(s) **2006-2009**, in the total amount of **\$2,693.76**, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff City of Garland is entitled to recover from the proceeds of such sale, in addition to the above amounts, **\$54.88**, as attorney's fees on the 2009 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

2. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Garland Independent School District**, and Garland Independent School District shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

DCAD ACCOUNT NO. 26465500040170000

For the year(s) 2003-2009, in the total amount of \$9,722.90, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff Garland Independent School District is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$97.62, as attorney's fees on the 2009 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

3. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Dallas County**, and Dallas County shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

DCAD ACCOUNT NO. 26465500040170000

For the year(s) 2000-2009, in the total amount of \$5,076.05, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff Dallas County is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$46.91, as attorney's fees on the 2009 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

4. Plaintiff and Intervenor(s) shall recover from the proceeds of a sale pursuant to this Court Order, in addition to the amounts stated herein above, the statutory penalties and interest accruing on the delinquent taxes to the date of sale.

5. In addition to the costs awarded above, Plaintiff and Intervenor(s) shall have and recover of and from Defendant(s) all additional court costs incurred and to be incurred in the suit, including all costs and expenses of foreclosure sale.

6. Penalties and interest continue to accrue as long as a tax remains unpaid.

7. Plaintiff CITY OF GARLAND and GARLAND IMDEPENDENT SCHOOL DISTRICT shall also have and recover of and from Defendant(s) title search costs in the amount of \$250.00, which the Court finds to be a reasonable expense for ascertaining the name, identity, and location of owners and necessary parties and for providing the necessary legal description of property as prescribed by statute.

8. There exist tax liens against the property described and such tax liens are hereby decreed in favor of Plaintiff and/or Intervenor(s) to secure payment of all amounts adjudged to be due.

9. All such tax liens pertaining thereto are hereby foreclosed, and an Order of Sale shall be issued by the Clerk of this Court as provided by law directing seizure and sale as under execution of said property, said property being described as follows:

PROPERTY DESCRIPTION:

BEING LOT 17, BLOCK 4, RAINBOW ESTATES 2 ADDITION, aka 325 DAVIDSON CIRCLE, CITY OF GARLAND, DALLAS COUNTY, TEXAS.

The officer receiving such Order of Sale shall proceed to sell such property as provided by Section 34.01, Texas Property Tax Code and each such conveyance shall be subject to right of redemption as provided by law.

10. The proceeds of any sale of said property, made under and by virtue of this judgment, shall be applied first to the payment of costs. The remainder shall be distributed to all taxing units participating in the sale in satisfaction of the taxes, penalties, interest and costs due each. Any excess in the proceeds of sale over and above the amount necessary to pay fully all amounts charged against said property shall be paid to the Clerk of this Court in accordance with terms and provisions of Section 34.02 of the Texas Property Tax Code.

11. Plaintiff and Intervenor(s) shall recover of and from the Defendant(s) all costs of court as well as Attorney's fee for \$450.00, to be paid to the Attorney Ad Litem, JOAN R. TARPLEY appointed to represent the Defendants cited by posting.

SIGNED THIS 15<sup>th</sup> DAY OF April, 2010.



JUDGE PRESIDING

Retired Judge 31 Judicial District  
Court Sitting for Judge Wandy Judicial  
District Court Sitting for Judge Wandy  
Judicial District Court Dallas County, Texas

# Sheriff's Deed

110210-44

The State of Texas,  
County of Dallas.



KNOW ALL MEN BY THESE PRESENTS:



201100011094  
SHERIFF DEED 1/2

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 68<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 22<sup>nd</sup> day of June, A. D. 2010 in and for Dallas County, Styled CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT, Plaintiff, - versus- WILLIE PUMPHREY AND THE HEIRS AND UNKNOWN HEIRS OF WILLIE PUMPHREY, Case #TX-08-40862, On a certain judgment and Decree of Foreclosure rendered on the 15<sup>th</sup> day of April, A.D. 2010, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 21<sup>st</sup> day of Sept., A.D., 2010, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale to WILLIE PUMPHREY AND THE HEIRS AND UNK. HEIRS OF WILLIE PUMPHREYS, BEAULAH PUMPHREY, Defendant(s) and on the 1st Tuesday in November, A.D. 2010 it being the 2<sup>nd</sup> day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Garland on it's behalf and Trustee for Garland ISD, Dallas County, for the sum of \$21,611.06 Dollars as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$21,611.06 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Garland on it's behalf and Trustee for, Garland ISD, Dallas County, all of the estate, right, title and interest which the said Defendant had on the 15<sup>th</sup> day of April, A.D. 2010 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 325 DAVIDSON CIRCLE, CITY OF GARLAND, DALLAS COUNTY, TEXAS. BEING LOT 17, BLOCK 4, RAINBOW ESTATES 2 ADDITION, AKA 325 DAVIDSON CIRCLE, CITY OF GARLAND, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Garland heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 5<sup>th</sup> day of November, A.D. 2010.

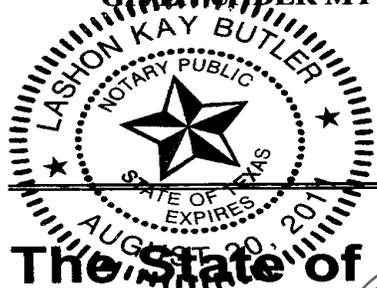
LUPE VALDEZ, SHERIFF,  
DALLAS, COUNTY, TEXAS

by [Signature]  
Deputy Tim Davis #276, Deputy J.T. Wilson #329

**The State of Texas}**  
**County of Dallas**

BEFORE ME, Lashon Kay Butler, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy J.T. Wilson #329 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5<sup>th</sup> day of November, A.D. 2010.



Lashon Kay Butler  
Notary Public, State of Texas  
Commission Expires 08-20-2011

**The State of Texas, }**  
**County of Dallas**

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2010, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2010.

\_\_\_\_\_  
**County Clerk Dallas County, Texas.**

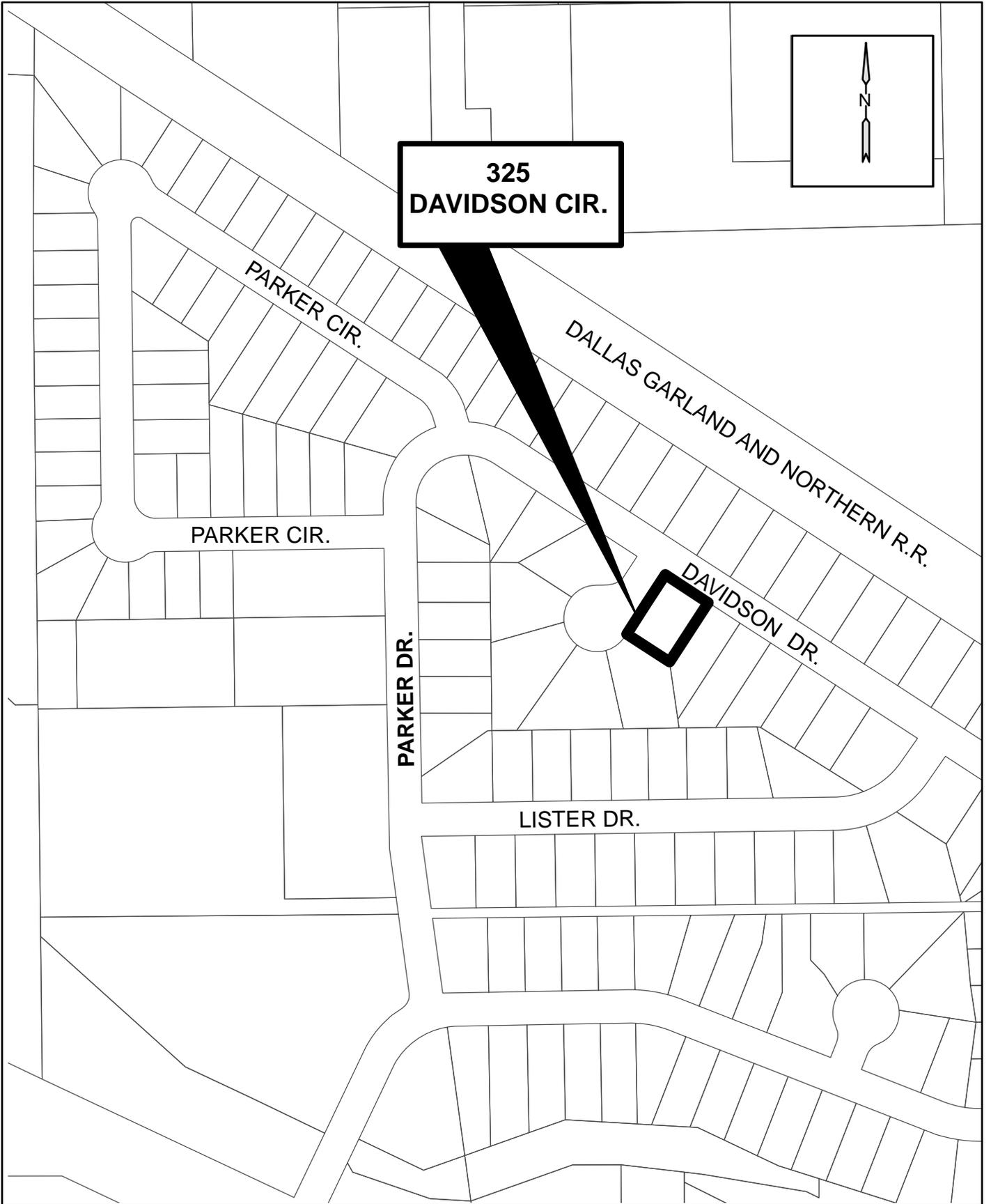
By \_\_\_\_\_  
**Deputy**

Send This Deed To:

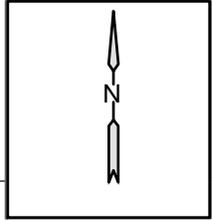
Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
01/13/2011 08:39:37 AM  
\$20.00



[Signature]



**325  
DAVIDSON CIR.**



PARKER CIR.

DALLAS GARLAND AND NORTHERN R.R.

PARKER CIR.

DAVIDSON DR.

PARKER DR.

LISTER DR.



**325 DAVIDSON CIRCLE**

Scale: NTS	SHEET
File:325Davidson	1
Date: Dec 2014	OF
Drawn: COG	1



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## SALE OF CITY PROPERTY – 151 LAKE DRIVE TO MICHAEL AND KIMBERLA TURNER

### ISSUE

Consider the sale of residential property at 151 Lake Drive, in the City of Garland to Michael and Kimberla Turner for \$10,000.

### OPTIONS

1. Approve the sale.
2. Do not approve sale.

### RECOMMENDATION

Sell the subject property to Michael and Kimbrela Turner. If Council concurs with this recommendation, staff will prepare a resolution for consideration at the January 6, 2015 Regular Meeting.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment  
Financially Stable Government with Tax Base that Supports Community Needs  
Safe, Family-Friendly Neighborhoods

### BACKGROUND

On November 2, 2010, the residential property located at 151 Lake Drive, was struck off to the City of Garland pursuant to delinquent tax suit No. TX09-40365, City of Garland and Garland ISD vs. Heirs and Unknown Heirs of Ardis Alexander, et al. The property was struck for a total Judgment of \$26,184.31. The appraisal district's fair market value for the property is \$50,830. Michael and Kimbrela Turner have offered to purchase this property for \$10,000.

## CONSIDERATION

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$26,184.31, or the market value stated in the judgment, \$50,350, all jurisdictions included in the judgment must consent to the sale. Both Dallas County and GISD have consented. Net court costs and costs of sale amount to \$3,589.72. In addition, the City is entitled to reimbursement for its costs in the amount of \$1,500.00, leaving \$12,910.28 to be distributed to the City of Garland, Garland ISD, and Dallas County based on the pro rata percentages of the total judgment for taxes. Garland will receive \$3,270.22, with \$7,172.49 distributed to GISD and \$2,467.57 distributed to Dallas County.

Total Distribution:

Court Costs	\$ 3,589.72
City of Garland	\$ 2,242.46
GISD	\$ 1,628.43
Dallas County	\$ 560.23
City of Garland Post-Judgment Taxes	\$ 551.39
GISD Post-Judgment Taxes	\$ 939.96
<u>Dallas County Post-Judgment Taxes</u>	<u>\$ 487.81</u>
	\$ 10,000.00

The residential home has been vacant since approximately 2010 and requires substantial repairs. Selling the home for the lesser amount will allow the buyer to invest more into the repair and improvement of the home creating a positive impact on the neighborhood. In addition, the City will no longer incur expenses associated with maintenance of the property.

This property has been routed through the internal real estate management organization process. All departments have declined their interest in retaining the property for City use.

The City Attorney's Office has reviewed this information.

## ATTACHMENTS

1. Letter offering to purchase the property.
2. Judgment from Dallas County.
3. Sheriff's Deed
4. Location Map

Submitted By:

Approved By:

Michael C. Polocek, P.E.  
Director of Engineering

Date: December 5, 2014

William E. Dollar  
City Manager

Date: December 5, 2014

LAW OFFICES  
**GAY, MCCALL, ISAACKS, GORDON & ROBERTS, P.C.**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

JOHN E. GAY  
DAVID MCCALL +  
LEWIS L. ISAACKS ♦+  
SYDNA H. GORDON  
WILLIAM J. ROBERTS +  
JENNIFER T. PETTIT  
J. DOUGLAS BURNSIDE  
JENNIFER EDMONDSON  
ERIN MINETT  
DUSTIN L. BANKS  
M. SHANNON KACKLEY

SUITE 310, LB 40  
1919 S. SHILOH ROAD  
GARLAND, TEXAS 75042  
(972) 278-8282 • Fax (972) 278-8222

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY - MEDIATOR

July 7, 2014

Ms. Carol Clark  
Tax Assessor/Collector  
City of Garland  
217 N. 5th Street  
Garland, Texas 75040

Via electronic-mail

Re: Offer by Michael and Kimberla Turner to purchase 151 Lake Dr., Garland, Texas

Dear Ms. Clark:

The above referenced property was struck off to the City of Garland on November 2, 2010 at a Sheriff's Sale pursuant to delinquent tax suit No. TX09-40365, City of Garland and Garland ISD vs. Heirs and Unknown Heirs of Ardis Alexander, et al. The property was struck off for the total amount of the Judgment, \$26,184.31. Michael and Kimberla Turner have offered to purchase this property for \$10,000.00. The property is currently assessed by the Dallas Central Appraisal District at \$50,830.

The costs and distribution of net proceeds are:

Court Costs		\$1,958.44
Sheriff's Costs of Sale		\$1,328.78
Publication Fees		\$302.50
Net Court Costs and Costs of Sale		<u>\$3,589.72</u>
Personnel and Overhead		<u>\$1,500.00</u>
Total City Reimbursement		<u>\$1,500.00</u>
City of Garland	25.3%	\$742.46
Garland ISD	55.6%	\$1,628.43
Dallas County	19.1%	\$560.23
City of Garland Post-Judgment Taxes		\$551.39
Garland ISD Post-Judgment Taxes		\$939.96
Dallas County Post-Judgment Taxes		<u>\$487.81</u>
Total Tax Distribution		\$4,910.28
Net Court Costs and Costs of Sale		\$3,589.72
Total City Reimbursement		<u>\$1,500.00</u>
Total Sale Price		<u><u>\$10,000.00</u></u>

Because the purchase price is less than either the Judgment amount of taxes and court costs, \$26,184.31, or the market value as stated in the judgment, \$50,350.00, all jurisdictions included in the judgment must consent to the sale. Our office will obtain the necessary consent for the sale to proceed.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Michael and Kimberla Turner to complete the transaction.

If you have any questions or need additional information, please contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "J. Douglas Burnside", with a long, sweeping flourish extending to the right.

J. Douglas Burnside  
Attorney at Law

Re-sale Disbursement Worksheet  
City of Garland

CAD Acct #:	26592500020290000
Property address:	151 Lake Drive
Prior Owner:	Ardis Alexander
Cause No.:	TX09-40365
Judgment Date:	March 2, 2010
Sheriff's Sale Date:	November 2, 2010
Judgment amount:	GISD \$10,220.43
	City \$4,659.90
	County \$3,516.16
	City liens \$2,526.70
Court costs:	\$1,958.44
Sheriff's fees for sale:	\$1,328.78
Publication fees for sheriff's sale, paid by Gay & McCall:	\$302.50
Post-Judgment Taxes	GISD \$939.96
	City \$551.39
	County \$487.81

**Checks to be disbursed as follows:**

<b>1.</b>	<b>Dallas County District Clerk</b>	<b>\$1,958.44</b>
<b>2.</b>	<b>Dallas County Sheriff</b>	<b>\$1,328.78</b>
<b>3.</b>	<b>Gay, McCall, Isaacks, Gordon &amp; Roberts</b>	<b>\$302.50</b>
<b>4.</b>	<b>City of Garland (administrative fee)</b>	<b>\$1,500.00</b>
<b>5.</b>	<b>City of Garland (Pro-rata Judgment tax year distribution)</b>	<b>\$742.46</b>
<b>6.</b>	<b>City of Garland (Post Judgment taxes)</b>	<b>\$551.39</b>
<b>7.</b>	<b>Garland ISD (Pro-rata Judgment tax year distribution)</b>	<b>\$1,628.43</b>
<b>8.</b>	<b>Garland ISD (Post Judgment taxes)</b>	<b>\$939.96</b>
<b>9.</b>	<b>John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)</b>	<b>\$560.23</b>
<b>10.</b>	<b>John Ames, Dallas County Tax Assessor (Post Judgment taxes)</b>	<b>\$487.81</b>
	<b>TOTAL</b>	<b>\$10,000.00</b>

**The cause number and Dallas Central Appraisal District tax account number should be on all checks.**

CAUSE NO. 09-40365-T-A

CITY OF GARLAND AND GARLAND INDEPENDENT  
SCHOOL DISTRICT

VS.

HEIRS AND UNKNOWN HEIRS OF  
ARDIS ALEXANDER, ET AL.

§  
§  
§  
§  
§

IN THE 14TH JUDICIAL

DISTRICT COURT

DALLAS COUNTY, TEXAS

**JUDGMENT**

On MARCH 2, 2010, came to be heard the above styled and numbered cause for delinquent ad valorem taxes. Plaintiff is the CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT, and Impleaded Defendant Tax Unit Intervenor(s) is the Dallas County. Defendant(s) are HEIRS AND UNKNOWN HEIRS OF ARDIS ALEXANDER and HEIRS AND UNKNOWN HEIRS OF MARY ALEXANDER.

The Court having considered all the evidence and pleadings presented to it at the hearing finds that:

A. Defendant(s) have been duly and legally cited. The date and time for the appearance of Defendant(s) HEIRS AND UNKNOWN HEIRS OF ARDIS ALEXANDER and HEIRS AND UNKNOWN HEIRS OF MARY ALEXANDER, has passed and the return of service has been on file in the manner and for the length of time provided by law.

B. Plaintiff and Intervenor(s) appeared by their respective attorneys and announced ready for trial.

C. The Defendant(s) HEIRS AND UNKNOWN HEIRS OF ARDIS ALEXANDER

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

The Defendant(s) HEIRS AND UNKNOWN HEIRS OF MARY ALEXANDER

- did not appear but wholly made default.
- appeared through an attorney.
- appeared through an attorney ad litem.
- appeared in person.
- filed an Answer, was duly notified, but failed to appear.

D. The Court has jurisdiction of the subject matter of this suit and all parties thereto.

E. Each property included in this judgment has at all relevant times been located or had its tax situs in each tax unit adjudged to have established its claims for delinquent taxes against each such property.

F. The pleadings of Plaintiff and/or Intervenors list and describe each particular property involved herein, together with Defendant(s) who are alleged to have, own or claim some interest in such property.

G. Defendant(s) did not request findings as to reasonable fair market values of the property involved herein, and Defendant(s) did not offer any evidence as to such reasonable fair market values. Hence, the Court determined the market value of the property to be the value of the most recent appraisal roll which is \$50,350.

H. All of the taxes herein adjudged to be due to Plaintiff and /or Intervenor(s) were duly and legally levied and assessed against the property described and the owner thereof, and all conditions necessary to occur or to be performed in order for such taxes to be justly due and owing have occurred and have been performed.

THEREFORE IT IS ORDERED BY THE COURT

1. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **City of Garland**, and the City of Garland shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s) 2003-2009, in the total amount of \$4,659.90, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff City of Garland is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$58.01, as attorney's fees on the 2009 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

The assessments by the City of Garland for mowing/demolition and/or street improvements with regard to the property described herein are hereby adjudged to be due, owing, and unpaid to the City of Garland, and the City of Garland shall have and recover of and from Defendant(s) such assessments in the amount of \$2,526.70, plus ten (10) percent interest from the date of judgment until paid, and foreclosure of the statutory lien upon the land described herein. Further, the City of Garland shall recover \$631.68, as attorneys fees for collection of said mowing/demolition and/or street assessments. Said attorney's fees are reasonable and are approved and allowed by the Court.

2. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Garland Independent School District**, and Garland Independent School District shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s) 2003-2009, in the total amount of \$10,220.43, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property

described herein is sold pursuant to this Court Order, Plaintiff Garland Independent School District is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$103.17, as attorney's fees on the 2009 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

3. The taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs stated below with regard to the property described therein are hereby adjudged to be due, owing, and unpaid to the Plaintiff **Dallas County**, and Dallas County shall have and recover of and from Defendant(s) such taxes, penalty, interest, statutory additional penalty, attorney's fees, and costs as follows:

TRACT I.

For the year(s) 2003-2009, in the total amount of \$3,516.16, and foreclosure of the constitutional and statutory liens upon the land described herein as to the named Defendant(s). In the event the property described herein is sold pursuant to this Court Order, Plaintiff Dallas County is entitled to recover from the proceeds of such sale, in addition to the above amounts, \$49.58, as attorney's fees on the 2009 taxes. Said attorney's fees are reasonable and are approved and allowed by the Court. In addition, penalties and interest accrue on the unpaid taxes as provided by law.

4. Plaintiff and Intervenor(s) shall recover from the proceeds of a sale pursuant to this Court Order the statutory penalties and interest accruing on the delinquent taxes to the date of the sale.

5. In addition to the costs awarded above, Plaintiff and Intervenor(s) shall have and recover of and from Defendant(s) all additional court costs incurred and to be incurred in the suit, including all costs and expenses of foreclosure sale.

6. Penalties and interest continue to accrue as long as a tax remains unpaid.

7. Plaintiff CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT shall also have and recover of and from Defendant(s) title search costs in the amount of \$250.00, which the Court finds to be a reasonable expense for ascertaining the name, identity, and location of owners and necessary parties and for providing the necessary legal description of property as prescribed by statute.

8. There exist tax liens against the property described and such tax liens are hereby decreed in favor of Plaintiff and/or Intervenor(s) to secure payment of all amounts adjudged to be due. There exist liens for mowing, demolition, and/or street assessments against this property described herein and such liens are hereby decreed in favor of the City of Garland to secure payment of all amounts adjudged to be due.

9. All such tax liens and liens for mowing, demolition and/or street assessments pertaining thereto are hereby foreclosed, and an Order of Sale shall be issued by the Clerk of this Court as provided by law directing seizure and sale as under execution of said property, said property being described as follows:

PROPERTY DESCRIPTION:

BEING LOT 29, BLOCK B, TAYLOR HILLS ADDITION, aka 151 LAKE DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS.

The officer receiving such Order of Sale shall proceed to sell such property as provided by Section 34.01, Texas Property Tax Code and each such conveyance shall be subject to right of redemption as provided by law.

10. The proceeds of any sale of said property, made under and by virtue of this judgment, shall be applied first to the payment of costs. The remainder shall be distributed to all taxing units participating in the sale in satisfaction of the taxes, penalties, interest and costs due each. Any excess in the proceeds of sale over and above the amount necessary to pay fully all amounts charged against said property shall be paid to the Clerk of this Court in accordance with terms and provisions of Section 34.02 of the Texas Property Tax Code.

11. Plaintiff and Intervenor(s) shall recover of and from the Defendant(s) all costs of court as well as Attorney's fee for **\$500.00**, to be paid to the Attorney Ad Litem, DAVID J. KAPLAN appointed to represent the Defendants cited by posting.

SIGNED THIS 2nd DAY OF March, 2010.

*M. Kent Simon*

JUDGE PRESIDING

Retired Judge 31 Judicial District  
Court Sitting for Judge Healy (Official)  
District Court Sitting for Judge Healy  
Judicial District Court Dallas County, Texas

1000

# Sheriff's Deed

110210-43

**The State of Texas,**  
**County of Dallas.**

}

**KNOW ALL MEN BY THESE PRESENTS:**



201100011093  
SHERIFF DEED 1/2

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 14<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 16<sup>th</sup> day of July, A. D. 2010 in and for Dallas County, Styled CITY OF GARLAND AND GARLAND INDEPENDENT SCHOOL DISTRICT, Plaintiff, - versus- HEIRS AND UNKNOWN HEIRS OF ARDIS ALEXANDER, ET AL, Case #TX-09-40365, On a certain judgment and Decree of Foreclosure rendered on the 2<sup>nd</sup> day of March, A.D. 2010, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 21<sup>st</sup> day of Sept., A.D., 2010, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale to HEIRS AND UNKNOWN HEIRS OF ARDIS ALEXANDER, JOYCE SMITH, Defendant(s) and on the 1<sup>st</sup> Tuesday in November, A.D. 2010 it being the 2<sup>nd</sup> day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Garland on it's behalf and Trustee for Garland ISD, Dallas County, for the sum of \$26,184.31 Dollars as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$26,184.31 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Garland on it's behalf and Trustee for, Garland ISD, Dallas County, all of the estate, right, title and interest which the said Defendant had on the 2<sup>nd</sup> day of March, A.D. 2010 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 151 LAKE DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS. BEING LOT 29, BLOCK B, TAYLOR HILL ADDITION, AKA 151 LAKE DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Garland heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 5<sup>th</sup> day of November, A.D. 2010.

LUPE VALDEZ, SHERIFF,  
DALLAS, COUNTY, TEXAS

by [Signature] #276

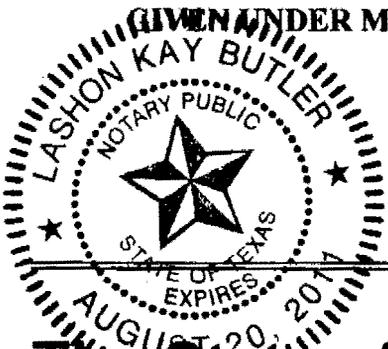
Deputy Tim Davis #276, Deputy J.T. Wilson #329

**The State of Texas}**

**County of Dallas**

BEFORE ME, Lashon Kay Butler, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy J.T. Wilson #329 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5<sup>th</sup> day of November, A.D. 2010.



Lashon Kay Butler

Notary Public, State of Texas  
Commission Expires 08-20-2011

**The State of Texas, }**

**County of Dallas**

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2010, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2010.

\_\_\_\_\_  
**County Clerk Dallas County, Texas.**

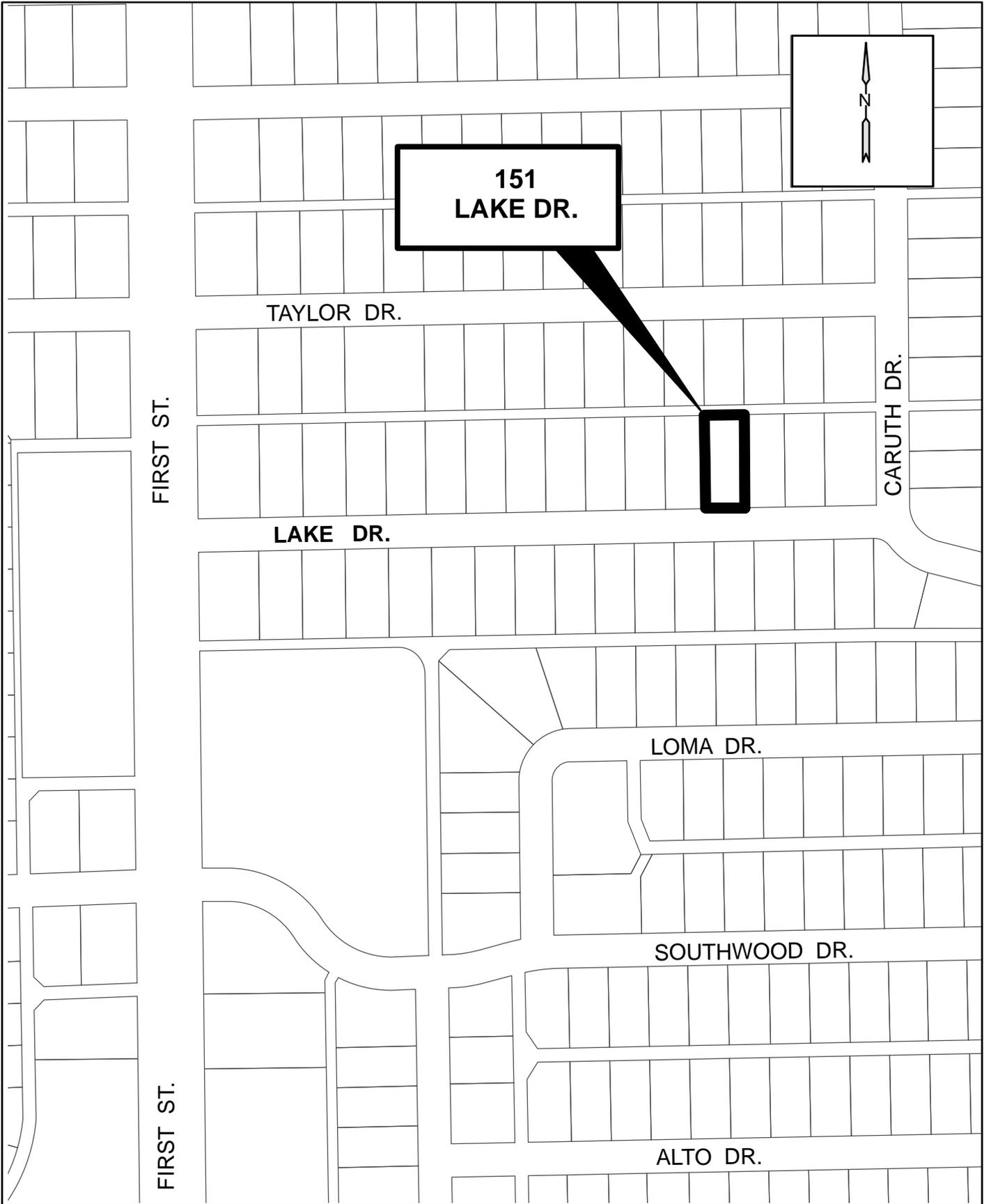
By \_\_\_\_\_  
**Deputy**

Send This Deed To:

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
01/13/2011 08:39:36 AM  
\$20.00



[Signature]



# 151 LAKE DRIVE

Scale: NTS

File: 151Lake

Date: Dec 2014

Drawn: COG

SHEET

1

OF

1



**Meeting: Work Session**

**Date: December 15, 2014**

# Policy Report

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## **PURCHASE OF ELECTRIC TRANSMISSION LINE**

### **ISSUE:**

Consider the purchase of an electric transmission line, approximately one mile in length, located within the Garland city limits from the Brazos Electric Power Cooperative, Inc. (BEPC).

### **OPTIONS:**

- (1) Purchase the transmission line from BEPC
- (2) Do not purchase the transmission line from BEPC

### **RECOMMENDATION:**

Staff recommends Option 1 - Purchase the transmission line from BEPC. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.

### **COUNCIL GOAL:**

Consistent Delivery of Reliable City Services

### **BACKGROUND:**

The transmission line is an asset remaining from the operation of the Texas Municipal Power Pool (TMPP). Many years ago, the TMPP was formed and Garland allowed BEPC to operate Garland's electric transmission network as Garland now does for other utilities. This operational agreement was dissolved during the early 1990's. BEPC owned a segment of the transmission line between Garland and all connections to the predecessor organizations to Oncor.

The transmission line is located at the Apollo substation, which is owned by Garland. The transmission line extends from the substation approximately one (1) mile. Just before the transmission line leaves the city limits of Garland, ownership of the line changes from BEPC to Oncor.

For several years the line has been identified by Garland, Oncor, and ERCOT as requiring upgrades to increase its transfer capability. This has not been a priority for BEPC since it does not affect the BEPC system.

BEPC and Garland propose to make a joint application to the Public Utility Commission of Texas (PUCT) to allow the City of Garland to purchase the transmission line from BEPC. BEPC has agreed to sell the electric transmission line to Garland at its net book value, \$173,181, subject to PUCT action.

Garland will be able to include the purchase price of the transmission line and any subsequent improvements to the line in its next transmission cost of service (TCOS) filing. All improvements to the line will go through the regular CIP budget process.

**CONSIDERATION:**

We request the City Council's consideration for the City of Garland to purchase the transmission line from BEPC, if the transfer is approved by the PUCT, and to authorize Staff to execute the appropriate documents to complete the transfer and purchase.

Submitted By:

Jeff Janke  
Garland Power & Light

Date: December 8, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 8, 2014



Meeting: Work Session

Date: December 15, 2014

# Policy Report

---

## **BID CHANGE ORDER FOR METRO FIRE APPARATUS SPECIALIST, INC. – TWO COMPRESSED AIR FOAM SYSTEMS**

### **ISSUE**

The Garland Fire Department currently has three Engine/Pumpers on order with Metro Fire Apparatus Specialist, Inc., a Spartan ERV distributor, previously approved by council July 1, 2014, Bid No. 4511-14. A change order is requested to add to Compressed Air Foam Systems (CAFS) to two of the three Engine Pumpers on order for a total cost of \$58,262.00. This change order will accomplish the purchase with previously approved CIP funds and will not require any additional funding to add the CAFS units.

### **OPTIONS**

1. Authorize the use of approved CIP funds to enact a change order for the purchase of CAFS units for two Engine\Pumpers.
2. Reject the change order request.

### **RECOMMENDATION**

Staff recommends accepting the change order. If Council concurs, this item will be scheduled for formal consideration at the January 6, 2015 Regular Meeting.

### **COUNCIL GOAL**

Consistent Delivery of Reliable City Services  
Safe, Family-Friendly Neighborhoods

### **BACKGROUND**

Three Engine\Pumpers are currently on order with previously approved CIP funds. A change order is sought to add CAFS to two of these Engine\Pumpers. This change will increase effectiveness and provide additional techniques for firefighting. The addition of CAFS is viewed by the Insurance Services Organization (ISO) as a tool that increases

**BID CHANGE ORDER FOR METRO FIRE APPARATUS SPECIALIST, INC.**

Page 2

the capacity for property protection and provides a benefit to the City of Garland's Property Protection Classification.

**CONSIDERATION**

By accepting the change order the Garland fire Department will have an increased capacity for property protection and provide a future benefit to the City of Garland's Property Protection Classification

**ATTACHMENT**

- Change Order

Submitted By:

Raymond Knight  
Fire Chief

Date: December 8, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 8, 2014

# Change Order C



C/O Initiated From: **Dealer Request**  
 C/O Creation Date: **November 7, 2014**  
 Truck Number: **214082 ( Trucks 1 and 2 Only)**  
 Customer: **Garland, TX**  
 Dealer: **Metro Fire**  
 C/O Return Date: **November 14, 2014**

Based on the changes to the specification outlined in the documentation below, ( **0** ) days will be added to the quoted delivery time specified in the original contract documentation.

Review each item below for change type, description and cost. All prices shown are in U.S. dollars and are on a per unit basis unless otherwise noted. All work shall be performed under the original terms and conditions as specified in the original contract unless otherwise noted. Change Order documentation will override the specification in cases of conflicting documentation.

Item #	Spec Section	Change Type	Spec Part Number	Change Description	Customer Cost	Accept Change
1000	Pump / Pump Compartment	Add	1810-5000	ONE-TOUCH RAPID CAFS - 200cfm - PTO	\$47,551.00	<input checked="" type="checkbox"/> YES
1001	Pump / Pump Compartment	Add	18-OP-0010	Hot Shift PTO - The PTO shall operate such that the CAFS compressor is activated with a rocker switch on the pump panel and not with pump gear.	\$4,705.00	<input checked="" type="checkbox"/> YES
1002	Pump / Pump Compartment	Add	18-10-5500	AUTO TANK FILL System 2.5" w/Rapid Fill Module (ELECTRIC) /Inlet located left Side - Powder Coated Blue / Term: 2.5" FNST 30 deg	\$5,596.00	<input checked="" type="checkbox"/> YES
1003	Pump / Pump Compartment	Add	26-20-1000	Air Chuck Outlet - left lower pump sill	\$410.00	<input checked="" type="checkbox"/> YES
1004	Pump / Pump Compartment	Clarification	18-40-3000	The foam system shall default to .5%	\$0.00	<input checked="" type="checkbox"/> YES
Change Order Total:					\$58,262.00	<input checked="" type="checkbox"/>

Customer Signature:	Date Accepted:
Dealer Signature:	Date Accepted:
SERV Signature:	Date Accepted:

This change order is not valid until signed by all parties listed above.



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## **CREDIT SALES AGREEMENT (CSA) WITH TRINITY RIVER MITIGATION BANK, L.P. FOR PLEASANT VALLEY BRIDGE – RICHFIELD DRIVE TO MILES ROAD**

### **ISSUE**

Consider whether to enter into Credit Sales Agreement (CSA) with Trinity River Mitigation Bank, L.P. (TRMB) for wetlands and riparian habitat mitigation in conjunction with the proposed Pleasant Valley Bridge over Rowlett Creek and pay a one-time fee of \$178,500 for the mitigation credits.

### **OPTIONS**

- A. Adopt a Resolution authorizing the City Manager to execute the attached Credit Sales Agreement and pay the TRMB \$178,500.
- B. Take no action

### **RECOMMENDATION**

Option A – Authorize the City Manager to execute CSA with the Trinity River Mitigation Bank, L.P. and pay the one-time fee of \$178,500. This item is scheduled for formal consideration at the January 6, 2015 Regular Meeting.

### **COUNCIL GOAL**

Sustainable Quality Development and Redevelopment  
Consistent Delivery of Reliable City Services  
Safe, Family-Friendly Neighborhoods

### **BACKGROUND**

The City follows strict criteria with CIP projects to ensure all State and Federal regulations are satisfied. This includes, but is not limited to, wetlands, floodplain, ADA accessibility, facility crossings on State ROW, State Historical Commission, etc... 'Wetlands' are determined to exist in an area according to federal guidelines and, generally, if certain soil types, plant species, and water conditions are met. The

Pleasant Valley Road Bridge project includes an impact to a few wetland areas. According to federal law, any disruption to an existing wetland or riparian habitat must be mitigated. Rarely do City projects impact wetland areas and due to this infrequency, the City does not staff members with the specific expertise to define or negotiate with the United States Army Corps of Engineers (CORPS). For the Pleasant Valley Road Bridge project, the City contracted a consultant to negotiate the wetlands requirements. In doing so, the consultant presented two options to the City that were acceptable by the COPRS. The City can construct and maintain its own wetlands or participate in a Mitigation Bank.

Should the City choose the first option of constructing its own wetlands, additional land would have to be acquired, plans and specifications produced to properly construct the wetlands, and submission to the CORPS to review, approve and permit the project. All of which would be required prior to permitting the original Pleasant Valley Road Bridge project. In addition, funding would need to be established not only to create the habitat, but also to ensure long term maintenance and inspection procedures that would be required.

The second option, participating in a Mitigation Bank, is a collective effort already established, accepted and recognized by the CORPS where credits are purchased and applied toward an existing and/or the creation of new wetlands. The purpose of aquatic resource mitigation is to reserve and replace environmentally sensitive areas such as streams and wetlands that are impacted by a construction project. Compensating for these impacts through Mitigation Bank credits was proposed for the Pleasant Valley Road Bridge project and approved by the CORPS as part of a Nationwide Permit.

CORPS approved Mitigation Banks that serve North Texas include the Trinity River Mitigation Bank, L.P. (TRMB), Bunker Sands in Kaufman County and the South Fork Trinity River Bank in Ellis County. The TRMB was selected for the Pleasant Valley Road Bridge project because it has the required mitigation credits available and is the least expensive provider of these credits. The TRMB was registered as a taxable entity with the State of Texas on February 4, 2005 and is listed online as a business with the Texas Controller of Public Accounts.

Participating in a Mitigation Bank with the TRMB alleviates the City from the responsibility of expenses associated with land acquisition, creating, maintaining, protecting and ensuring the sustainability of a wetland and riparian habitat. In addition the wetlands are perpetually maintained by the TRMB.

## **CONSIDERATION**

1. Council action is required to authorize the City Manager to sign the Credit Sales Agreement.

2. The Credit Sales Agreement has been reviewed by the City Attorney's Office.
3. The costs associated with determining and mitigating wetlands were included in the original project estimates. Funding has been included in the approved 2014 CIP.

#### **ATTACHMENTS**

1. Location Map of Project and Wetland Areas
2. Proposed Credit Sales Agreement with Trinity River Mitigation Bank, L.P.

Submitted By:

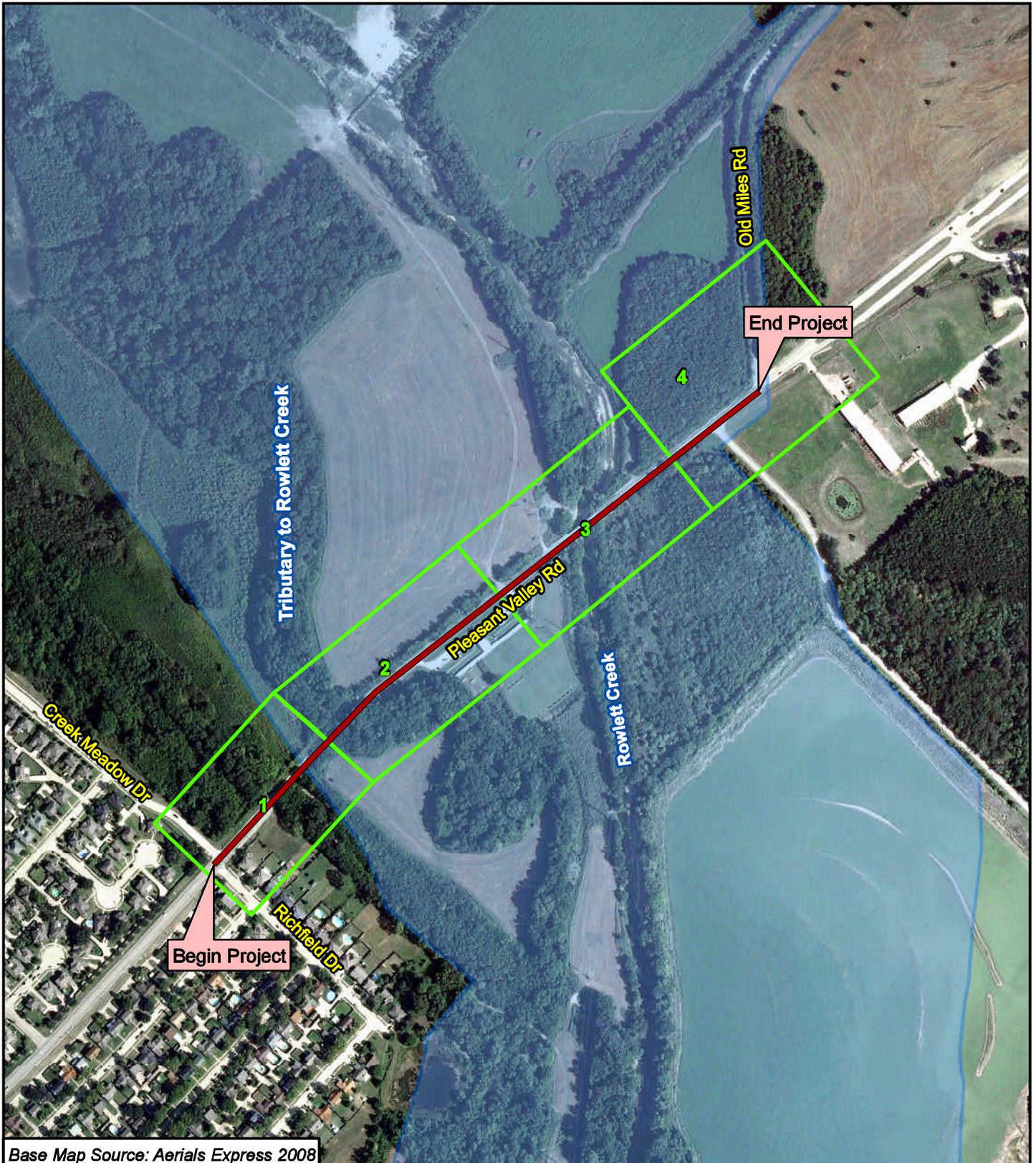
Michael C. Polocek  
Director of Engineering

Date: December 15, 2014

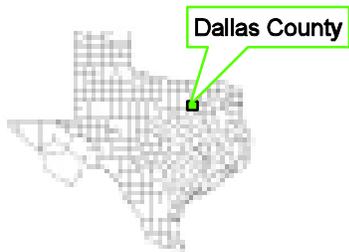
Approved By:

William E. Dollar  
City Manager

Date: December 15, 2014



Base Map Source: Aerials Express 2008



**FIGURE 3  
INDEX SHEET**

PLEASANT VALLEY ROAD  
FROM RICHFIELD DR TO OLD MILES RD

GARLAND, DALLAS COUNTY, TX

**Legend**

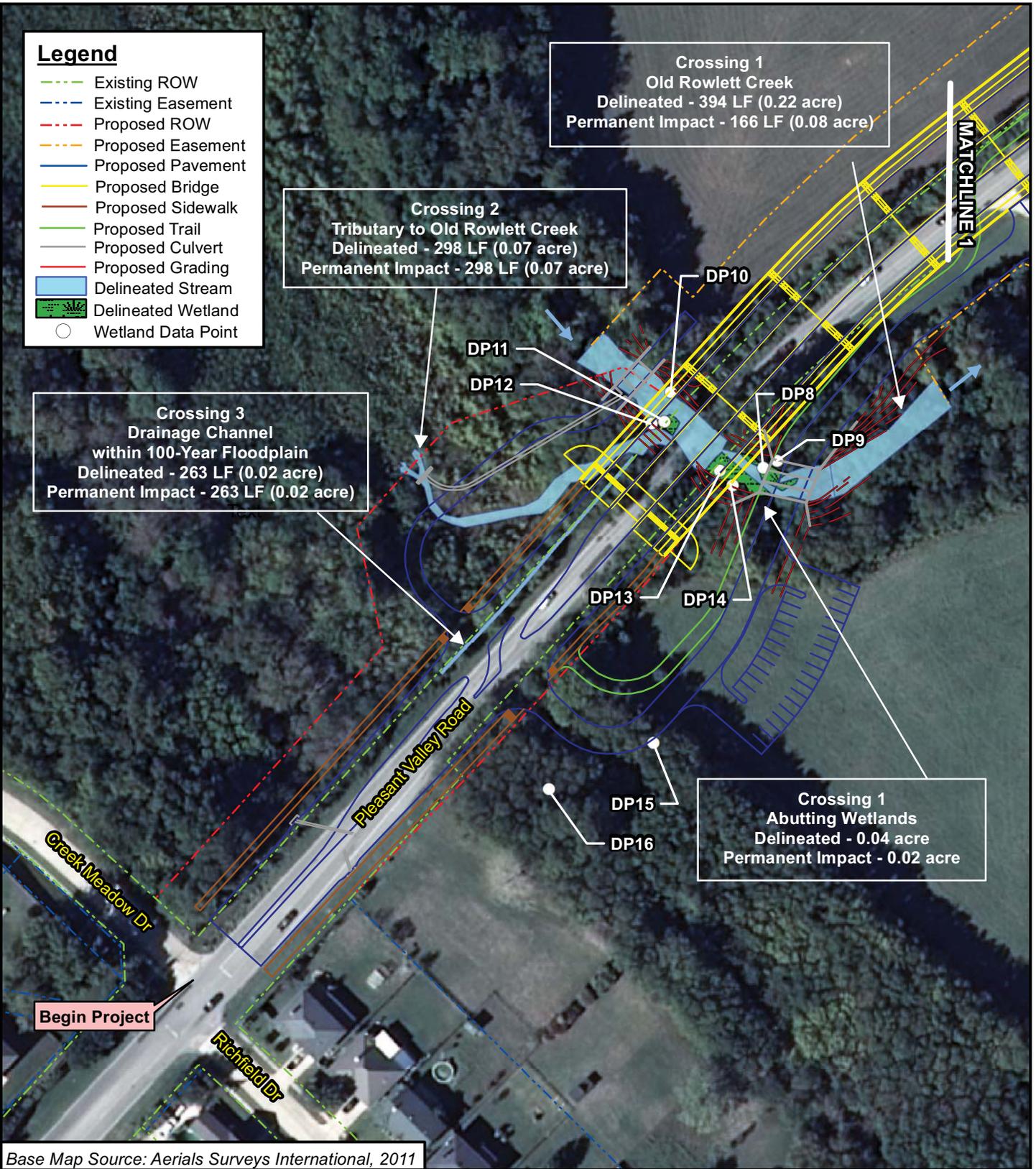
- Existing ROW
- Existing Easement
- Proposed ROW
- Proposed Easement
- Proposed Pavement
- Proposed Bridge
- Proposed Sidewalk
- Proposed Trail
- Proposed Culvert
- Proposed Grading
- Delineated Stream
- Delineated Wetland
- Wetland Data Point

**Crossing 1**  
 Old Rowlett Creek  
 Delineated - 394 LF (0.22 acre)  
 Permanent Impact - 166 LF (0.08 acre)

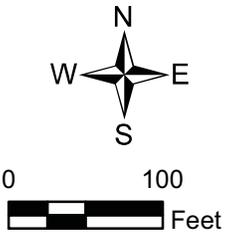
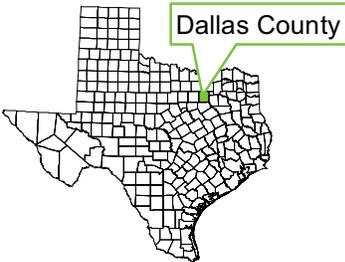
**Crossing 2**  
 Tributary to Old Rowlett Creek  
 Delineated - 298 LF (0.07 acre)  
 Permanent Impact - 298 LF (0.07 acre)

**Crossing 3**  
 Drainage Channel  
 within 100-Year Floodplain  
 Delineated - 263 LF (0.02 acre)  
 Permanent Impact - 263 LF (0.02 acre)

**Crossing 1**  
 Abutting Wetlands  
 Delineated - 0.04 acre  
 Permanent Impact - 0.02 acre



Base Map Source: Aerials Surveys International, 2011



**FIGURE 4**  
**WATERS OF THE U.S.**  
 PLEASANT VALLEY ROAD  
 FROM RICHFIELD DRIVE AT  
 CREEK MEADOW LANE TO OLD MILES ROAD  
 GARLAND, DALLAS COUNTY, TX

**Legend**

- Existing ROW
- Existing Easement
- Proposed ROW
- Proposed Easement
- Proposed Pavement
- Proposed Bridge
- Proposed Sidewalk
- Proposed Trail
- Proposed Culvert
- Proposed Grading
- █ Delineated Stream
- █ Delineated Wetland
- Wetland Data Point

**MATCHLINE 4**

**Crossing 4**  
**Rowlett Creek**  
 Delineated - 865 LF (1.31 acres)  
 Permanent Impact - 291 LF (0.10 acre)

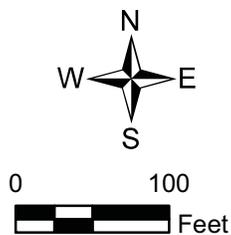
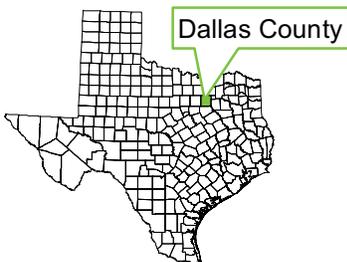
**MATCHLINE 3**

**MATCHLINE 1**

**Garland Public Shooting Range**

**Pleasant Valley Road**

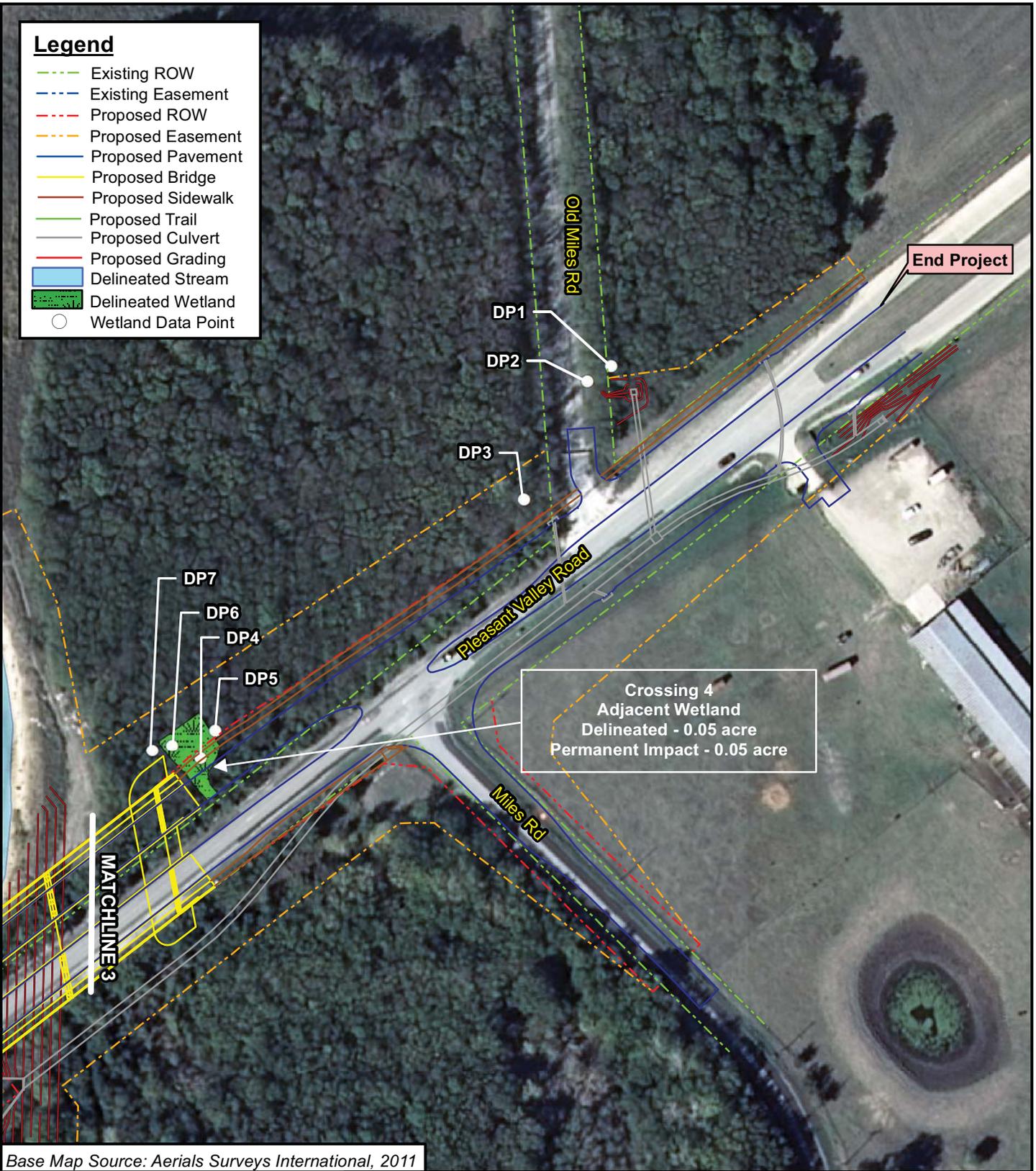
Base Map Source: Aerials Surveys International, 2011



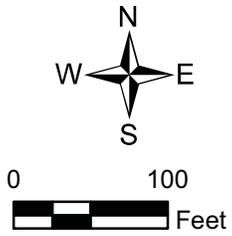
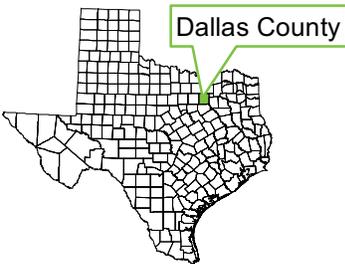
**FIGURE 4**  
**WATERS OF THE U.S.**  
 PLEASANT VALLEY ROAD  
 FROM RICHFIELD DRIVE AT  
 CREEK MEADOW LANE TO OLD MILES ROAD  
 GARLAND, DALLAS COUNTY, TX

**Legend**

- Existing ROW
- Existing Easement
- Proposed ROW
- Proposed Easement
- Proposed Pavement
- Proposed Bridge
- Proposed Sidewalk
- Proposed Trail
- Proposed Culvert
- Proposed Grading
- Delineated Stream
- Delineated Wetland
- Wetland Data Point



Base Map Source: Aerials Surveys International, 2011



**FIGURE 4**  
**WATERS OF THE U.S.**  
 PLEASANT VALLEY ROAD  
 FROM RICHFIELD DRIVE AT  
 CREEK MEADOW LANE TO OLD MILES ROAD  
 GARLAND, DALLAS COUNTY, TX

## CREDIT SALES AGREEMENT

This Credit Sales Agreement (the "Agreement") is entered into by and between Trinity River Mitigation Bank, L.P., a Texas limited partnership ("TRMB"), and City of Garland (the "Purchaser").

### R E C I T A L S:

A. Pursuant to that certain Mitigation Banking Instrument Agreement dated April, 2001 (the "MBI") between, among others, Wetland Partners, L.P., a Texas limited partnership ("Wetland Partners"), as the sponsor, West Fork Partners, L.P., a Texas limited partnership ("West Fork") and the U.S. Army Corp of Engineers ("USACE"), Wetland Partners, as Sponsor of the Bank, and West Fork established the Trinity River Mitigation Bank under Permit Number 199800370 (the "Bank").

B. TRMB is the successor in interest to West Fork's rights under the MBI, although West Fork remains the owner of the surface of real property subject to the MBI.

C. Pursuant to the terms of the MBI, TRMB and Wetland Partners, as Sponsor of the Bank, intend to develop, restore, enhance, create and preserve wetlands, open water and riparian habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").

D. The Purchaser is developing certain real property, and in conjunction with such development, USACE has required that the Purchaser provide off-site wetland mitigation to compensate for impacts to USACE jurisdictional wetlands.

E. The Purchaser desires to purchase ten and two-tenths (10.2) Credits to satisfy the Purchaser's mitigation obligation.

### A G R E E M E N T:

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and TRMB agree as follows:

1. **Sale of the Credits.** TRMB hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from TRMB, ten and two-tenths (10.2) Credits.

2. **Payment for Credits.** In consideration of the delivery of the Credits, the Purchaser agrees to pay to TRMB the sum of One Hundred Seventy Eight Thousand Five Hundred Dollars (\$178,500) for all of the Credits purchased pursuant to this Agreement.

3. **Representations.**

(a) Representations of TRMB. TRMB represents to the Purchaser the following:

- (i) TRMB is a Texas limited partnership, duly formed and validly existing;
- (ii) the Credits to be sold to the Purchaser are currently available and have been approved for release by the USACE and this CSA is valid until February 28, 2015;
- (iii) TRMB has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and
- (iv) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of TRMB, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.
- (v) The Bank is operated, and will continue to be operated, in accordance with all applicable USACE laws, regulations, orders, permit requirements, agreements and guidance, including, without limitation, the MBI and Permit Number 199800370.

Other than as expressly set forth above, TRMB does not make any representations or warranties to Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or part, any mitigation obligation of the Purchaser.

(b) Representations of Purchaser. The Purchaser represents to TRMB the following:

- (i) the Purchaser is a municipality in the State of Texas, duly formed and validly existing;
- (ii) the Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and
- (iii) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Purchaser does not make any representations or warranties to TRMB.

4. **Confidentiality.** The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, TRMB, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by TRMB in writing.

5. **Notices.** Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.

6. **Binding Agreement; Assignment.** This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by TRMB or the Purchaser without the written consent of the other.

7. **Restriction on Recordation.** Neither this Agreement nor any notice, memorandum nor notation thereof shall be recorded or disclosed by TRMB or the Purchaser in any public records or in any document made public.

8. **Attorney's Fees.** If there is a dispute between the Purchaser and TRMB under this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, paralegal's fees and appellate and post-judgment proceedings and all costs thereof.

9. **Final Agreement.** This Agreement embodies the whole agreement of the Purchaser and TRMB. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements either verbal or written, between the Purchaser and TRMB not otherwise contained in this Agreement.

10. **Captions.** The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.

11. **Modification.** This Agreement may not be modified except by written instrument executed by both the Purchaser and TRMB.

12. **Choice of Laws: Venue.** This Agreement shall be governed by the laws of the State of Texas, and the venue for all disputes with respect to this Agreement shall be in Dallas, Dallas County, Texas.

13. **Partial Invalidity.** Should any part of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other part of this Agreement, provided, however, that the parties receive the full consideration bargained for hereunder.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

*[the remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Purchaser and TRMB have executed this Agreement effective for all purposes as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**TRMB:**

TRINITY RIVER  
MITIGATION BANK, L.P.  
a Texas limited partnership

By: Wetland Partners, L.P.  
Its: General Partner

By: WF Investments, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Wallace L. Hall, Jr.  
Its: President

Address: 5956 Sherry Lane, Suite 1810  
Dallas, Texas 75225  
Telephone: (214) 891-0920  
Facsimile: (214) 891-9855  
Tax ID #: 20-2137693

**THE PURCHASER:**

City of Garland  
A Municipality in the State of Texas

By: \_\_\_\_\_  
William E. Dollar  
Its: City Manager

Address: City of Garland Engineering  
800 Main Street  
P.O. Box 469002  
Garland, Texas 75046-9002  
Telephone: (972) 205-2170  
Facsimile: (972) 205-2675



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT – CALI SAIGON MALL

### ISSUE

Cali Saigon Mall, located at the northeast quadrant of Jupiter and Beltline Roads, is requesting that Council consider approval of a Chapter 380 Economic Development Grant Agreement (sales tax rebate).

### OPTIONS

1. Approve a Chapter 380 Economic Development Grant Agreement for Cali Saigon Mall.
2. Do not approve.

### RECOMMENDATION

Option 1: Approve a Chapter 380 Economic Development Grant Agreement for Cali Saigon Mall. This item is scheduled for formal consideration at the December 16, 2014 Regular Meeting.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment

### BACKGROUND

On December 4, 2007, the previous owner and operator of the Saigon Mall (102,000 sq. ft. former Target store) requested and received approval from the Council for a Development Grant Incentive Agreement. The agreement provided for a 100% sales tax rebate for a 5-year period not to exceed \$242,000. The agreement expired in 2012 with a total of \$30,000 of sales tax rebated. The previous owner also applied for, and received, an Economic Development Rider through Garland Power & Light to reduce electric billing demand charges for a 3-year period. The utility savings totaled \$50,000.

At the August 18, 2014 Work Session, Council considered a request from the new owner of Cali Saigon Mall, Mr. Tran, for a sales tax rebate agreement for a 5-year

period not to exceed \$210,000 (the remaining potential sales tax rebate from the expired agreement approved in 2007). In addition, Cali Saigon Mall requested a new Economic Development Rider for a 5-year period. After additional review, Garland Power & Light has determined that Cali Saigon Mall does not meet the criteria for an Economic Development Rider.

## **CONSIDERATION**

Cali Saigon Mall was notified that it does not meet the criteria for an Economic Development Rider. Therefore, the company is only seeking approval for a Chapter 380 Economic Development Grant Agreement at this time.

## **ATTACHMENT**

- Chapter 380 Economic Development Grant Agreement

Submitted By:

Martin E. Glenn  
Deputy City Manager

Date: December 9, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 9, 2014

**CHAPTER 380**  
**ECONOMIC DEVELOPMENT GRANT AGREEMENT**

This Chapter 380 Economic Development Agreement (the “Agreement”) is made and entered into by and between Cali Saigon Mall, LLC (the “Developer”), a Texas limited liability corporation, and the CITY OF GARLAND, TEXAS (“Garland” or the “City”), a Texas home-rule city.

**WHEREAS**, Developer recently purchased a parcel of property located at 3212 North Jupiter Road, Garland, Texas, containing approximately 102,000 square feet of interior space (the “Mall”); and

**WHEREAS**, the Mall has served the Garland community for approximately eight (8) years as an Asian-oriented retail mall, containing separate interior retail spaces operated independently of one another in the sense of a traditional interior mall; and

**WHEREAS**, the Mall has played an important role in revitalizing a formerly vacant building, the adjacent shopping area, and the City as a whole; and

**WHEREAS**, the City desires to provide an appropriate incentive toward the continued revitalization of the Mall, the adjacent shopping area, and the City as a whole; to promote development and diversification of the economy of the State and the City; to eliminate unemployment and underemployment in the State and the City; and

**WHEREAS**, pursuant to the authority of Article III, Section 52-a of the Texas Constitution and Chapter 380, Texas Local Government Code, which authorize municipalities to make grants of public funds in furtherance of municipal public purposes;

**NOW, THEREFORE**, the City and Developer agree as follows:

**Section 1. Developer Responsibilities.**

Developer shall operate the Mall in accordance with the terms of this Agreement. The Mall shall consist of at least 102,000 square feet of floor area containing independent tenant spaces of mixed retail, service, and restaurant uses. During the term of this Agreement, the Developer shall operate the mall on a continuous basis, providing opening and operating hours similar to other retail malls in the vicinity.

**Section 2. Sales Tax Rebate.**

(A) Beginning on the date of execution of this Agreement, and continuing on the seventy-fifth (75<sup>th</sup>) day after the end of each succeeding calendar quarter, the City shall make a payment to the Developer in an amount not less than 100% of such portion of the sales tax received by the City from taxable sales that occur at the Mall (not including sales that occur through internet sales or other “mail order” sales, or anywhere other than on-site at

the Mall) during the immediately preceding calendar quarter as may be remitted to the City by the State of Texas during the immediately preceding calendar quarter (the "Sales Tax Rebates"). The Developer shall provide the City with any and all information made available to the Developer regarding gross sales and sales taxes paid by its tenants and operators at the Mall. The City shall calculate the amount of each such Sales Tax Rebate in reliance on the information furnished to the City by the Developer and such information as the City is reasonably able to obtain from the State of Texas with respect thereto, if any. If the City is not provided with, or is otherwise unable, through reasonable efforts, to obtain reliable information from any such sources with respect to the amount of sales tax receipts that should be the basis of Sales Tax Rebates, the City may estimate the amount due and such estimate (and the amount of the Sales Tax Rebates based thereon) shall be conclusive in the absence of manifest error.

- (B) The Sales Tax Rebates shall be made only from annual appropriations from such funds of the City as may be legally set aside by the City for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by statute or the home-rule powers of the City under any applicable laws. The Sales Tax Rebates to be made by the City to the Developer shall be limited as described in this Section 2 and shall in no event exceed those amounts as are actually received in hand by the City from the sales tax revenues, if any, described in Section 2(A) above.
- (C) The Developer may contest the amount of any Sales Tax Rebate by giving written notice to the City not more than ten (10) days following the Developer's receipt of such Sales Tax Rebate.
- (D) The City shall maintain books and records as otherwise kept in the normal course of the City's business showing sales taxes paid to the State or remitted to the City by the State from taxable sales that occur at the Developer's Mall and receipts or disbursements, as the case may be, of all Sales Tax Rebates. Such books and records shall be kept in accordance with generally acceptable accounting principles as applied to Texas municipalities. Such books and records shall be available for examination during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.
- (E) Unless sooner terminated as provided herein, the City shall have no obligation to make Sales Tax Rebates after the fifth (5<sup>th</sup>) anniversary of the execution of this Agreement. Notwithstanding the foregoing sentence or anything contained in this Agreement to the contrary, the maximum amount of Sales Tax Rebates to be made by the City under this Agreement is \$210,000.00, and the City shall have no obligation to makes Sales Tax Rebates to Developer in excess of such maximum amount.

### **Section 3. Default; Termination.**

(A) Developer shall be deemed to be in default upon the expiration of fifteen (15) days from receipt of written notice from the City as provided in this Agreement describing the nature of the Developer's failure to perform the obligations of this Agreement unless, prior to the expiration of the applicable period, Developer has cured the default described in that notice. However, Developer shall not be deemed to be in default if such failure cannot be cured within that fifteen (15) day period despite its good faith efforts to do so, and Developer has commenced to cure the default within that fifteen (15) days and diligently pursues such cure until completed. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall be deemed in uncured default of this Agreement if the Mall has not been in operation at least eight (8) hours per day for a continuous period of fifteen (15) or more days.

(B) In the event of Developer's uncured default under this Agreement, the City may terminate this Agreement and immediately discontinue the payment of all Sales Tax Rebates other than a Sales Tax Rebate attributable to a calendar quarter that occurred prior to the date of notice of default under subsection (A), above, that has not been calculated and paid in accordance with Section 2.

**Section 4. Notices.** Any notice required or described to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 5. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 6. Severability.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

**Section 7. Waiver.** Either City or Developer shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing and executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other

breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 8. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

**Section 9. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 10. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 11. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 12. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 13. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 14. Computation of Deadlines.** If any deadline contained herein ends on a Saturday, Sunday, or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday, or legal holiday.

**Section 15. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

**Section 16. Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or

acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

**Section 17. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, Texas Local Government Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**Section 18. No Waiver of Immunity or Defense.** No party, by execution of this Agreement, waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

[Signature Page Follows]

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GARLAND, TEXAS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**DEVELOPER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**ADDRESSES FOR NOTICE**

**CITY**

City of Garland  
200 North Fifth Street  
P.O. Box 469002  
Garland, Texas 75046-9002  
Attn: City Manager

With a Copy to its City Attorney

**DEVELOPER**

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# City Council Item Summary Sheet

**Work Session**

Date: December 15, 2014

**Agenda Item**

## Update on Economic Development

### Summary of Request/Problem

David Gwin, Director of Economic Development, will provide an update on the City of Garland's economic development program.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: December 15, 2014

**Agenda Item**

## Mutual Aid Agreement Between Oncor and the City of Garland

### Summary of Request/Problem

At the request of Council Members Stephen Stanley and Lori Barnett Dodson, Barry Young, Oncor Area Manager, will brief Council on the mutual aid agreement between Oncor and the City of Garland.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar  
City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: December 15, 2014

**Agenda Item**

## Transportation Report

### Summary of Request/Problem

Dean International, the City's transportation consultant, will update Council on the following:

- Transportation Program Updates
  - IH-635
    - Next Steps
  - IH-30
  - Annual Missions Update
- Strategic Events Update
- Advocacy Group Update
- Transportation Updates
  - TEX-21
  - Regional Policy
  - Federal Policy
  - State Update

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: December 15, 2014

**Agenda Item**

## Report on Transportation Mission Trip to Washington, DC

### Summary of Request/Problem

Deputy Mayor Pro Tem Tim Campbell will provide a report on the recent transportation mission trip to Washington, DC that several Council members participated in.

At the request of Council Members B. J. Williams and Lori Barnett Dodson, Council is also requested to discuss and come to a consensus regarding extending official invitations to Congressman Jeb Hensarling and Congressman Marc Veasey to visit Garland in early 2015 for discussion on the I-635 project and tour of the City of Garland.

### Recommendation/Action Requested and Justification

Council discussion and consensus.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

**Date:** December 15, 2014

**Agenda Item**

## IH-635 East Aesthetic Design Options

### Summary of Request/Problem

Council will be briefed on the aesthetic package for bridge columns, retaining walls, and sound walls along IH-635 East as proposed by TxDOT.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Paul Luedtke**  
**Director of Transportation**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

**Date:** December 15, 2014

**Agenda Item**

## Community Services Committee Report

### Summary of Request/Problem

Council Member Anita Goebel, chair of the Community Services Committee, will provide a committee report on the following items:

- Review of “no smoking” ordinance for food establishments
- Review of the definition of “junk vehicle” in Section 32.81
- Review of Neighborhood Vitality grant projects

### Recommendation/Action Requested and Justification

Council discussion.

#### Submitted By:

**Richard Briley**  
Managing Director of Health &  
Code Compliance

#### Approved By:

**William E. Dollar**  
City Manager



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## NEIGHBORHOOD VITALITY MATCHING GRANT

### ISSUE

Reconsider amended Travis College Hill Neighborhood Vitality application

### OPTIONS

1. Approve application as submitted.
2. Approve application with modifications
3. Deny approval of application

### RECOMMENDATION

The Community Services Committee recommends approval of the amended Travis College Hill application. Unless Council directs otherwise, staff will place an item on the January 6, 2015 agenda for formal action regarding this application.

### COUNCIL GOAL

Safe, Family-Friendly Neighborhoods

### BACKGROUND

The Travis College Hill application was one of three applications considered by the City Council at the December 1<sup>st</sup> work session after review by the Community Services Committee on November 17<sup>th</sup>. At that time the Council sent all three applications back to the Committee for further review pending evaluation of program guidelines with regard to certain items determined by Staff to be ineligible. The applicant subsequently amended the Travis College Hill request to contain only those items determined to be eligible. Those items include lighting installation, sign toppers and neighborhood recognition signs. The Community Services Committee reviewed the amended application on December 8, 2014. Project costs provided by the applicant total \$24,999. Of this amount, the funding request totals \$21,249 with the difference of \$3,750 coming from matching funds provided by the applicant. Costs may vary after awards are made and final bids are received.

## NEIGHBORHOOD VITALITY MATCHING GRANT

Page 2

Proposition 6 was approved by Garland voters in May 2004 and included \$5,000,000 for the Neighborhood Vitality Matching Grant Program. Council has previously indicated that funds would be made available annually for neighborhood improvement projects.

### **CONSIDERATION**

1. According to the program guidelines, approximately \$500,000 will be available annually for the grant program. These funds will be appropriated as part of the annual Capital Improvement Program for approved Neighborhood Vitality projects.
2. Staff has reviewed the amended application to ensure compliance with the program guidelines. Issues identified during the review process are indicated on the project summary sheets.

### **ATTACHMENT(S)**

Travis College Hill Project Summary

Submitted By:

Anita Russelmann  
Director of Planning

Date: December 8, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 9, 2014

## Neighborhood Vitality Matching Grant

## Project Summary

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**Association/Group:** Travis College Hill Addition

**Project Name:** Neighborhood Improvement

**Council District:** 2

**Project Cost:** \$24,999

**Fund Request:** \$21,249

**Match:** \$3,750

### Project Description

The applicant is requesting funding for lighting installation, sign toppers and neighborhood recognition signs.

### Staff Recommendation

Lighting installation, sign toppers and neighborhood recognition signs are eligible.



Meeting: Work Session

Date: December 15, 2014

# Policy Report

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## CONSIDERATION OF REMAINING REVISIONS TO GARLAND DEVELOPMENT CODE (GDC) DRAFT

### ISSUE

At the December 1<sup>st</sup> work session, City Council reviewed the Plan Commission's recommendation for revision and adoption of the draft GDC and Zoning Map. Additional information was requested for continued discussion at the December 15<sup>th</sup> work session.

### OPTIONS AND RECOMMENDATION

Council direction is required regarding the revisions recommended by the Plan Commission.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment

### BACKGROUND

Additional information was requested by Council for three items resulting from comments raised during the joint public hearings held in September. These items include 1) identification of possible locations for an RV park zoning district, 2) options for allowing attached programmable signs and 3) alternatives to the minimum two-story building height requirement in the Downtown district.

### CONSIDERATIONS

1. RV Parks: A proposal was brought forward earlier this year to establish an RV Park on property zoned Freeway (FW) and Agriculture (AG) districts within the IH 30 corridor. Neither the current Zoning Ordinance nor the draft GDC provides a regulatory mechanism to allow RV Parks. During the GDC public hearing process, a request was made by Craig Turner, President of Via Bayou, Inc. to consider revising the draft GDC to allow RV Parks in Garland.

The Plan Commission agreed that a mechanism to allow RV Parks should be established in the GDC and considered two options. These options included 1) establishment of a separate RV Park zoning district, and 2) approval of a Planned Development District based in the Light Commercial District with conditions based on the special standards outlined in the document attached to this report. The Commission's recommendation is to allow RV Parks with approval of a Planned Development District as outlined in option 2).

The City Council requested that a map be prepared showing possible locations for designation of an RV Park zoning district. Such a map is attached to this report, identifying two possible locations, both within the IH 30 corridor. Locational criteria considered included the special standards recommended by the Commission with regard to tract size (10 acre minimum) and thoroughfare frontage (four-lane divided or larger), available undeveloped land, surrounding land use patterns and the recommendations of the Future Land Use Map adopted in 2012 with the Envision Garland 2030 Plan. While these two locations may fit some of the criteria described, their appropriateness for establishment of an RV Park cannot be determined without evaluation of a specific development proposal.

2. Programmable Signs: Two issues were raised by speakers during the public hearing process with regard to the programmable sign regulations adopted by City Council in 2011. As presented at the December 1st work session, the Plan Commission recommended that pole-mounted signs, both programmable and non-programmable, be permitted on non-residential sites within a residential district with frontage on Type D (four-lane, divided) or larger thoroughfares. The size, height and setback parameters shall be as provided for all pole signs within the GDC (150 square feet and 22 feet in height, with a 20-foot setback). Additionally, operational standards are recommended to limit the period of illumination to between 6:00 am and 10:00 pm to further minimize potential negative impacts on surrounding residential properties.

The Plan Commission recommended that attached programmable signs continue to be prohibited, as approved in 2011 and carried forth in the GDC.

The City Council requested that options for allowing attached programmable signs be provided for further discussion. The following options are provided, derived from the practice of surrounding cities. It should be noted that Richardson and Plano both prohibit programmable attached signs.

- a) Allow one attached programmable sign per development, and only to be placed on the primary structure (not allowed on accessory structures, fuel station canopies, etc.) (Allen example).
- b) Allow only one programmable sign per development site – either freestanding or attached, but not both, and only in non-residential districts and adjacent to a major thoroughfare (Frisco example).
- c) Allow one per street frontage, per business (Rowlett example).
- d) Allow attached programmable signs, but limit the allowed sign area (Arlington limits programmable sign area to 50 square feet).
- e) Allow only a certain percentage of the allowed attached sign area to have a programmable message.
- f) Allow in non-residential districts only, limit attached programmable signs to 10% of allowable attached signage not to exceed fifty (50) square feet, one per structure, allowed on the primary structure only, with the sign placement

limited to the front façade. Additionally, only one programmable sign is permitted, either freestanding or attached (not both), for each site (hybrid example).

3. Downtown District Requirements: Concerns were raised by some of the Downtown property owners regarding the cash-in-lieu of parking provision and the minimum two-story building height requirement of the Downtown form-based code.

The Plan Commission recommended that the cash-in-lieu of parking provision be eliminated from the draft GDC. There was consensus among the majority of Commissioners to eliminate the two-story building height requirement as proposed by the property owners, with some suggesting that alternatives be considered to achieve the intent of the two-story requirement. The City Council requested that additional information be provided regarding alternatives to the minimum two-story height requirement. The following alternatives have been identified:

- a) Require the first story to be constructed in a manner that would support the addition of a second story at a later time.
  - b) Require the building facades to have the appearance of two stories without requiring the construction of two functioning stories.
  - c) Apply the minimum two-story requirement to new construction only; exempting reconstruction of existing buildings destroyed by a catastrophic event.
4. Adoption of the GDC: After the Council has completed its consideration of the Plan Commission's recommendations for further revision of the draft GDC and Zoning Map, an item will be scheduled on the regular agenda for approval. Following approval by Council, the document and map will be finalized with respect to formatting, editing and the approved revisions. Once this is complete, it will be scheduled for ordinance adoption and an effective date established.

## **ATTACHMENT(S)**

1. Map of possible RV Park zoning district locations
2. RV Park standards proposed by Plan Commission

Submitted By:

Anita Russelmann  
Director of Planning

Date: December 8, 2014

Approved By:

William E. Dollar  
City Manager

Date: December 9, 2014





0 570 1,140 Feet

## POSSIBLE RV PARK DISTRICTS

 Area options for an RV Park District

## **RV Park Standards as Recommended by Plan Commission:**

### **Definitions (revised from GDC):**

**Recreational Vehicle (RV):** Any type of travel trailer or self-propelled motor vehicle which is designed, constructed and equipped for human habitation as a temporary dwelling place or sleeping place.

**Recreational Vehicle Park:**  A tract of land for users of recreational vehicles to park on a temporary basis up to 180 consecutive days. May include a residence for the owner/manager of the premises, utility hook-ups, laundry facilities, accessory structures (such as gazebos, pavilions, storage buildings, or clubhouse), playgrounds, open space/recreational areas, fenced yards for pets, and other similar amenities. Does not include a *Manufactured/Mobile Home Park*.

### **Locational Requirements:**

#### **Zoning:**

RV Parks are allowed with approval of a Planned Development (PD) District based in the Light Commercial District. Approval of a Detail Plan shall be required.

#### **Thoroughfare Frontage:**

RV Parks shall have their primary access from a Type D thoroughfare (four-lane, divided) or larger, as designated on the Major Thoroughfare Plan.

### **Development Regulations/Special Standards:**

Development of an RV Park shall conform to the requirements of the zoning district within which it is located and all applicable requirements of this GDC, and with the following special standards. Where there is a conflict between the GDC and these standards, these standards shall apply.

#### **Lot and Density Requirements:**

- |  |          |
|--|----------|
| 1) Minimum site area:                      | 10 acres |
| 2) Maximum density (RVs/gross acre):       | 20       |
| 3) Minimum open space (% gross site area): | 10%      |

#### **Setback Requirements:**

- |   |  |
|---|--|
| 1) Minimum yard setbacks (for structures and RV pads)*: |  |
| a) Adjacent to a street (front)                         | 30'  |
| b) Adjacent to a street (side and rear)                 | 20'  |
| c) Not adjacent to a street                             | 0' except 20'adj to a residential district |

\* Setbacks are from adjacent public streets, not from private streets internal to the RV Park

#### **Fencing:**

Perimeter fencing shall be required along all property lines and access points to a RV Park. Such fencing shall have a minimum height of six (6) feet and shall be constructed of masonry or ornamental iron with masonry columns at maximum fifty-foot (50') centers. Landscaping shall be provided in accordance with

Article 3 in Chapter 4 of this GDC, except that the fence height shall be required to be six (6) feet instead of five (5) feet, and allowed fencing materials shall exclude chain-link.

**Screening and Landscaping:**

RV Parks shall meet the requirements of Article 3, Chapter 4 of this GDC.

**Open Space:**

A minimum of ten (10) percent of the gross platted area of the RV Park shall be devoted to landscaping, open space and outdoor recreational activity areas.

**Paving, Access and Off-Street Parking:**

- 1) One vehicle parking space per RV pad shall be provided on each RV site. Additional parking shall be provided to serve guests, residents/customers and employees at a minimum rate of one space per 8 RV pads, to be placed in parking lots located in convenient proximity to RV sites and Park amenities. All parking spaces shall comply with the requirements of Article 2, Chapter 4 of this GDC.
- 2) Boats, cargo or utility trailers and commercial trucks may not be stored in RV Parks, but may be parked for a period not longer than 30 days if they are operated by a person who is a current occupant of the RV Park.
- 3) All parking spaces, RV pads, streets, access drives and driveways shall be concrete and shall be designed in accordance with the requirements of the City's *Technical Standards*.

**Rental of RV Sites:**

RV sites shall be rented to an occupant for no more than 180 consecutive days.

**Signage:**

- 1) One freestanding pole or monument sign shall be permitted at the main entrance to an RV Park in accordance with the requirements of Article 5, Chapter 4 of this GDC.
- 2) Except for directional signs as permitted by the GDC, freestanding signs shall not be permitted within an RV Park. Signs identifying buildings and accessory uses shall be attached signs only.

**Building Design and Materials:**

All buildings shall meet the requirements of Article 6, Chapter 4 of this GDC.

**Accessory Uses and Amenities:**

- 1) All permitted accessory uses and amenities shall be for the convenience of RV Park residents and their guests only, and shall not be intended for use by the general public.
- 2) The following uses shall be permitted as accessory uses to an RV Park:
  - a) Sale of convenience food, sundries and personal items
  - b) Snack shop
  - c) Sale of RV accessory items and propane
  - d) Manager's/caretaker's residence
  - e) Self-service laundry
  - f) Restroom/bathing facilities
  - g) Guest cabins
  - h) Guard/entry structure
- 3) Recreational Vehicle/Trailer Sales, Leasing & Repair, and Truck/Bus Storage as defined by Chapter 6 of the GDC are not permitted Uses. This shall not prohibit an individual RV owner from placing a For Sale sign in the window of their vehicle.

- 4) RV Parks shall provide at least three of the following amenities:
  - a) Swimming pool
  - b) Fitness center/exercise room
  - c) Business center
  - d) Community center/club house
  - e) Game room
  - f) Outdoor game court/field/playground
  - g) Picnic/grilling areas
- 5) Accessory uses and amenities shall not be allowed to operate within Recreational Vehicles.
- 6) RV Parks shall provide sufficient designated area(s) that provide adequate shelter from storms for the occupants of the Park.