



## **AGENDA**

**CITY COUNCIL WORK SESSION  
City of Garland  
Duckworth Building, Goldie Locke Room  
217 North Fifth Street  
Garland, Texas  
August 18, 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. Amendment to Chapter 21, Article II**

*Council is requested to consider amending Chapter 21, Article II, by 1) defining the process for a private emergency service provider to follow when seeking a letter of approval from the governing body of the City of Garland; 2) adding the definition of "transfer ambulance" and removing the word "licensed" from 21.27(A) 2, 3, 4, 5, and 21.27(B) and (C); and 3) allowing for the removal of Section 21.27(A)(1). If Council concurs, this item will be scheduled for formal consideration at the September 2, 2014 Regular Meeting.*

**b. Amend Tax Roll**

*Annually, Council is requested to consider amending the tax roll to reflect uncollected ad valorem taxes, as required by generally accepted accounting principles. Although the tax roll is reduced by this action, collection efforts continue unless the costs of these efforts exceed potential revenues. If Council concurs, this item will be scheduled for formal consideration at the September 2, 2014 Regular Meeting.*

**c. Bond Refunding**

*Due to the continuation of a low interest rate environment, the City of Garland has an opportunity to refund \$44 million General Obligation Bonds. The refunding transaction will reduce total debt service by approximately \$3.4 million. Council is requested to consider refunding approximately \$44 million General Obligation Bonds. If Council concurs, this item will be scheduled for formal consideration at the September 16, 2014 Regular Meeting.*

**d. Issuance of Tax Notes**

*Council is requested to consider authorizing the issuance of tax notes in the amount of \$5.5 million to provide funding for street improvements plus debt issuance costs. Tax notes will not increase the General Obligation Debt Service tax rate because of savings realized from the commercial paper program. If Council concurs, this item will be scheduled for formal consideration at the September 16, 2014 Regular Meeting.*

**e. Purchase of Land and Building for Garland Power & Light**

*Council is requested to consider authorizing the purchase of a 6,000 sq. ft. office building on a 0.9637-acre tract of land located at 510 W. Avenue B in Garland for a not-to-exceed amount of \$545,000 in order to accommodate and consolidate the offices of GP&L's transmission engineering and compliance personnel. This item is scheduled for formal consideration at the August 19, 2014 Regular Meeting.*

**f. Amendment to Section 26.01, Unattended Vehicles in Public Places**

*The City of Garland Police and Code Compliance Departments enforce the provisions of Section 26.01 of the Code of Ordinances as it relates to vehicles that remain unattended in public places in excess of 48 hours. The proposed revisions to Section 26.01 address concerns brought by recent litigation and are recommended by the City Attorney's Office. The Community Services Committee reviewed the draft ordinance on July 14, 2014 and unanimously approved the revisions. If Council concurs, this item will be scheduled for formal consideration at the September 2, 2014 Regular Meeting.*

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

**a. Economic Development Incentive –  
Jupiter Trade Center**

**Mayer**

*IDI, based in Atlanta, and Gazely, a London based industrial real estate company, formed a new \$3.5 billion logistics property platform in 2013. IDI Gazeley is evaluating the decision to develop a 472,238 sq. ft. state of the art industrial building designed to accommodate both manufacturers and distribution type companies already existing in the city limits, as well as new users to the North Texas industrial market. With this new industrial construction, IDI Gazeley will create \$17 million Real Estate value in Garland and will bring in a total of \$119,782 to the City annually. As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide: 1) general support for the project and 2) Chapter 380 Finance Grant – total of \$540,000. If Council concurs, this item will be scheduled for formal consideration at the September 2, 2014 Regular Meeting.*

**b. Campbell Road/President George Bush Turnpike  
Land Use**

**Athas**

*In October 2013, Gateway Planning was engaged to prepare a conceptual master plan for the area generally bound by President George Bush Turnpike, Holford Road, and the city limits. At the request of Mayor Douglas Athas, the President of Gateway Planning, Scott Polikov, will update Council on the process for the development of this area.*

**c. Request from Cali Saigon Mall**

**Glenn**

*Cali Saigon Mall, located at the northeast quadrant of Jupiter and Beltline Roads, is requesting that the City Council consider approval of 1) a Development Grant Incentive Agreement (sales tax rebate) and 2) an Economic Development Rider (reduction to electric billing demand).*

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

**Council**

- *Aquila Runyan – Garland Youth Council (District 5)*
- *Max Moeck – Garland Youth Council (District 5)*
- *Louis A. Moore, Jr. – Plan Commission (District 2)*
- *John David O'Hara – Plan Commission (District 4)*

**4. 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.*

**5. 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.*

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

**Council**

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**EXECUTIVE SESSION  
AGENDA**

- . 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:**
  - (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;**

**[Sec. 551.806; Sec. 552.133, TEX. GOV'T CODE]**

- *Consider a renewable energy and transmission project***

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**7. Adjourn**

**Council**



**Meeting: Work Session**

**Date: August 18, 2014**

# **Policy Report**

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## **AMEND CHAPTER 21, ARTICLE II**

### **ISSUE:**

Consider amending Chapter 21, Article II, by 1) defining the process for a private emergency service provider to follow when seeking a letter of approval from the governing body of the City of Garland; 2) adding the definition of Transfer Ambulance and removing the word “licensed” from 21.27(A) 2, 3, 4, 5, and 21.27B and C; and, 3) allowing for the removal of Section 21.27(A)(1).

### **OPTIONS:**

1. Amend Chapter 21, Article II, by 1) defining the process for a private emergency service provider to follow when seeking a letter of approval from the governing body of the City of Garland; 2) adding the definition of Transfer Ambulance and removing the word “licensed” from 21.27(A) 2, 3, 4, 5, and 21.27B and C; and, 3) allowing for the removal of Section 21.27(A)(1).
2. Do not amend Chapter 21, Article II of the Code of Ordinances.

### **RECOMMENDATION:**

Staff recommends Option 1 - Amend Chapter 21, Article II, by 1) defining the process for a private emergency service provider to follow when seeking a letter of approval from the governing body of the City of Garland; 2) adding the definition of Transfer Ambulance and removing the word “licensed” from 21.27(A) 2, 3, 4, 5, and 21.27B and C; and, 3) allowing for the removal of Section 21.27(A)(1). If Council concurs, this item will be scheduled for formal consideration at the September 2, 2014 Regular Meeting.

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### **COUNCIL GOAL**

Defends Rightful Powers of Municipalities  
Consistent Delivery of Reliable City Services

**BACKGROUND:**

On September 1, 2013, the Texas Senate Bill 8 went into effect. Section 773.0573 covers the requirements for an emergency medical services provider to obtain a letter of approval from the local governing body. Section 773.0573 reads as follows:

Sec. 773.0573. LETTER OF APPROVAL FROM LOCAL GOVERNMENTAL ENTITY. (a) An emergency medical services provider applicant must obtain a letter of approval from:

(1) the governing body of the municipality in which the applicant is located and is applying to provide emergency medical services; or

(2) if the applicant is not located in a municipality, the commissioners court of the county in which the applicant is located and is applying to provide emergency medical services.

(b) A governing body of a municipality or a commissioners court of a county may issue a letter of approval to an emergency medical services provider applicant who is applying to provide emergency medical services in the municipality or county only if the governing body or commissioners court determines that:

(1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality or county;

(2) the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality or county; and

(3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality or county.

(c) An emergency medical services provider is prohibited from expanding operations to or stationing any emergency medical services vehicles in a municipality or county other than the municipality or county from which the provider obtained the letter of approval under this section until after the second anniversary of the date the provider's initial license was issued, unless the expansion or stationing occurs in connection with:

(1) a contract awarded by another municipality or county for the provision of emergency medical services;

(2) an emergency response made in connection with an existing mutual aid agreement; or

(3) an activation of a statewide emergency or disaster response by the department.

(d) This section does not apply to:

(1) renewal of an emergency medical services provider license; or

(2) a municipality, county, emergency services district, hospital, or emergency medical services volunteer provider organization in this state that applies for an emergency medical services provider license.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1089 (H.B. [3556](#)), Sec. 3, eff. September 1, 2013.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1311 (S.B. [8](#)), Sec. 9(c), eff. September 1, 2013.

S.B. 8, Sections 13-15, 83<sup>rd</sup> Legislature, Regular Session, 2013, require the Health and Human Services Commission (HHSC), the Department of State Health Services (DSHS), and the Texas Medical Board (TMB) respectively to make recommendations to the Legislature that would reduce the incidence of fraud, waste, and abuse with respect to:

- The laws and policies related to the use of non-emergent services provided by ambulance providers under Medicaid (S.B. 8., Section 13)
- The laws and policies related to the licensure of nonemergency transportation providers (S.B. 8, Section 14):and
- The laws and policies related to the delegation of health care services by physicians or medical directors to qualified emergency medical services personnel and physicians' assessment of patients' needs for purposes of ambulatory transfer or transport or other purposes (S.B. 8, Section 15).

These recommendations were released in February 2014.

The definition of Transfer Ambulance in Section 21.25 makes no mention of being licensed by the Texas Department of State Health Services.

The City Secretary was unable to find the origin of Sec. 21.27 (A) (1).

## CONSIDERATION

A temporary moratorium was issued under B.B. 8, Section 9, which prohibits DSHS from issuing any new emergency medical services provider licenses for the period beginning on September 1, 2013, and ending on August 31, 2014. This provision applies to applications submitted on or after the effective date of S.B. 8.

In addition to S.B. 8, H.B. 3556 was passed during the 83<sup>rd</sup> Legislature, with the intent of implementing new requirements and identifying other potential strategies to prevent fraud, waste and abuse in the Medicaid program related to emergency medical services providers.

The addition of “licensed by the Texas Department of State Health Services (DSHS)” in the Transfer Ambulance definition of the ordinance, will clarify the fact that even an ambulance used for non-emergent transportation of patients has to be licensed by the Texas Department of State Health Services (DSHS). A “licensed transfer ambulance” does not exist. The state does not distinguish an ambulance that makes emergency runs and those that do not. An ambulance is authorized or it is not authorized. The removal of the word “licensed” from sections 21.27 (A) 2, 3,4,5, and 21.27 B and C, will clean up the paragraphs in our ordinance.

The way that Sec. 21.27 (A) (1) currently reads, allows a resident or business to contact a, by our definition, transfer ambulance, to respond to their residence or business, and operate under emergency conditions. In order to do this, the police dispatcher has to be notified and it also has to be verified that the City has not also received a call. This will waste precious time for a citizen who is truly having an emergent issue occurring.

The removal of this paragraph will not prevent a “transfer ambulance” from being able to make a planned emergency transport of a patient from a facility to a doctor’s office for a planned procedure. They would already have a memorandum of transfer in place to cover this scenario.

## **ATTACHMENT**

### **Proposed Amended Ordinance**

Submitted By:

Raymond Knight  
Fire Chief

Date: August 6, 2014

Approved By:

William E. Dollar  
City Manager

Date: August 11, 2014

## ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 21, "FIRE PREVENTION AND PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

### Section 1

That Section 21.25 (7) of Chapter 21, "Fire Prevention and Protection", of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"(7) Transfer Ambulance means any motor vehicle licensed by the Texas Department of State Health Services constructed, equipped and used for transferring the injured or sick under circumstances which do not constitute an emergency and which have not been represented as an emergency, and which has been certified as an emergency ambulance by another governmental entity."

### Section 2

That Section 21.27 of Chapter 21, "Fire Prevention and Protection", of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

#### "Sec. 21.27 Private emergency service regulations

(A) It shall be unlawful for any person, either as owner, agent, or otherwise, other than a member of the Fire Department or an agency of the United States, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in the operation of emergency ambulance service, upon the streets, alleys, or any public ways or places within the City, for the purpose of picking up patients within the City, except in the following circumstances:

- (1) It shall be permissible for a person operating a transfer ambulance in the City, upon responding to a direct call for non-emergency transfer ambulance service, to operate such ambulance under emergency

conditions, using emergency equipment, after notifying the police dispatcher and receiving permission to make an emergency run, when a determination is made by the transfer ambulance attendant that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital.

- (2) It shall be permissible for a person operating a transfer ambulance in the City, who is performing the service of maintaining an ambulance at a particular location for a sporting event, to operate such ambulance under emergency conditions, using emergency equipment, after notifying the police dispatcher and receiving permission to make an emergency run, when a determination is made by the transfer ambulance attendant that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital.
- (3) It shall be permissible for a person operating a transfer ambulance in the City, if the place of emergency at which the sick or injured person was picked up by such ambulance is outside the City limits, and the ambulance making the emergency run is operated in accordance with Chapter 773 of the Texas Health and Safety Code; provided that the operator first notifies the police dispatcher of the route over which the emergency run will be made.
- (4) It shall be permissible for a person operating a transfer ambulance in the City on an emergency run when Fire Department ambulances are not available, and the fire alarm dispatcher requests the operator to furnish backup emergency ambulance service for the Fire Department.

(B) All transfer ambulances operating within the City limits shall comply with all laws and regulations of the state.

(C) Use of emergency lights, siren, or speed above the speed limit by a transfer ambulance is prohibited except when such an ambulance is on an emergency run as permitted in subsection (A) above.

(D) The City Manager shall have the authority to revoke the right of any person to operate an ambulance under the authority of this section for failure to comply with the provisions of this article. Any person whose authority is so revoked shall have the right to appeal such decision in writing to the City Council within ten days stating the reasons therefore. The City Secretary shall notify the appellant within ten days of the time and place of the hearing by the Council, which shall be within thirty days of the receipt of such appeal. The decision of the City Council on such appeal shall be final

(E) Private emergency service providers seeking a letter of approval to provide emergency medical services within the City pursuant to Section 773.0573 of the Texas Health and Safety Code, shall submit a written request for the issuance of such a letter to the Office of the City Manager. The matter will thereafter be placed on an agenda for consideration by the City Council."

### **Section 3**

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

### **Section 4**

That Chapter 21, "Fire Protection and Prevention", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

### **Section 5**

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

### **Section 6**

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GARLAND, TEXAS**

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Mayor

**ATTEST:**

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City Secretary



# Policy Report

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## AMEND TAX ROLL

### ISSUE

Annually, Council is asked to consider amending the tax roll to reflect uncollected ad valorem taxes as required by generally accepted accounting principles. Although the tax roll is reduced by this action, collection efforts continue unless the costs of these efforts exceed potential revenues. Staff requests Council consideration to proceed with the annual tax roll amendment process.

### OPTIONS

1. Consider an ordinance during the September 2, 2014 City Council Meeting to amend the City's tax roll by \$150,841.29.
2. Do not amend the City's tax roll and risk potentially receiving a qualified audit opinion.

### RECOMMENDATION

Consider an ordinance on September 2, 2014 to amend the tax roll of the City for ad valorem tax amounts that have remained uncollected for a period of at least four years (two years for bankruptcy settlements).

### COUNCIL GOAL

Financially Stable Government with Tax Base that Supports Community Needs

### BACKGROUND

Under Article IX, Section 3 of the City Charter, the City Council has the authority to amend the tax roll for uncollected ad valorem taxes. Uncollected ad valorem taxes are generally personal property accounts for which the statute of limitation has expired or bankruptcy has been filed. A request is made for Council to amend the tax roll only after the City's outside attorneys, Gay, McCall, Isaacks, Gordon & Roberts, P.C. have performed extensive collection efforts.

## **CONSIDERATION**

Amounts are requested for write-off only after they have remained uncollected for a period of at least four years (two years for bankruptcy settlements) and the City's outside attorneys, Gay McCall, Isaacks, Gordon & Roberts, P.C. have performed extensive collection efforts.

Article IX, Section 3 of the City Charter grants the City Council the authority to cancel any uncollected taxes upon the tax rolls.

Amendment of the tax roll is necessary to meet generally accepted accounting principles, avoid overstatement of accounts receivable on the balance sheet and avoid risk of a qualified audit opinion from the external auditors.

## **ATTACHMENTS**

A detailed listing of uncollected ad valorem taxes included on Exhibit "A" & "B" also included is a Recap Sheet.

Submitted By:

Kevin Slay  
Managing Director

Date: August 11, 2014

Approved By:

William E. Dollar  
City Manager

Date: August 11, 2014

**EXHIBIT A**  
**ADJUSTMENTS TO TAX ROLL**  
**PERSONAL PROPERTY**

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2005	99000000074630000	Henderson C D LTD	\$2,927.51	Statute of Limitations Expired
2006	99000000074630000	Henderson C D LTD	\$2,998.67	Statute of Limitations Expired
2006	99813640000471400	E T Automotive Inc	\$3,520.71	Statute of Limitations Expired
2007	99000000074630000	Henderson C D LTD	\$3,042.85	Statute of Limitations Expired
2007	99813640000471400	E T Automotive Inc	\$3,572.59	Statute of Limitations Expired
2008	99000000074630000	Henderson C D LTD	\$1,515.96	Statute of Limitations Expired
2008	99813640000471400	E T Automotive Inc	\$3,948.96	Statute of Limitations Expired
2008	99200029800221250	Keller Jane	\$177.00	Statute of Limitations Expired
2008	99060207370000000	Cazares Alex	\$104.94	Statute of Limitations Expired
2009	99100125590000000	A & E Auto Insurance	\$9.44	Statute of Limitations Expired
2009	99071127100000000	A & E Auto Sales	\$18.60	Statute of Limitations Expired
2009	99200408300127450	A & I Borrego Auto Sales	\$11.56	Statute of Limitations Expired
2009	99081015580000000	A E Universale Auto	\$124.71	Statute of Limitations Expired
2009	99060201210000000	AAA Testing Center	\$103.51	Statute of Limitations Expired
2009	99200408300013350	AARC Electric Co	\$77.51	Statute of Limitations Expired
2009	99071002350000000	Advance Automotive Solutions	\$3.52	Statute of Limitations Expired
2009	99P10409600000000	AE Universal Auto Inc	\$35.23	Statute of Limitations Expired
2009	99200408300168000	Afia Sylvester/Texas Medical Equipment	\$30.30	Statute of Limitations Expired
2009	99200029800221600	Afroz Naheed Enterprises LLC/Okay Drivein	\$273.10	Statute of Limitations Expired
2009	99943120000027950	Alavi Hamid Nabil Nakaainah/Durango Motors	\$26.70	Statute of Limitations Expired
2009	99061024370000000	Alfaro Milton/C & M Used Cars II	\$7.19	Statute of Limitations Expired
2009	99P10433000000000	Alhamzawi Seham/Auto Center Company	\$35.23	Statute of Limitations Expired
2009	99200101700031200	All 4 Fun of DFW LLC	\$695.86	Statute of Limitations Expired
2009	99199929900132600	Allard Inc	\$55.95	Statute of Limitations Expired
2009	99973350000202350	Allstate Cal Nunnally Jr Lutcf	\$5.64	Statute of Limitations Expired
2009	99100315100000000	Alpha EMS Ambulance Services	\$598.56	Statute of Limitations Expired
2009	99200029800121750	American Best Collision Center	\$351.04	Statute of Limitations Expired

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2009	99830030000382500	American Kawasaki of Garland Inc	\$19.17	Statute of Limitations Expired
2009	99P003560000000000	American Kawasaki of Garland Inc	\$7.69	Statute of Limitations Expired
2009	99860020000894750	American Litho Graphics Inc	\$5,209.46	Statute of Limitations Expired
2009	99070123710000000	American Voice Data	\$516.05	Statute of Limitations Expired
2009	99071011700000000	Amiel Christian School	\$24.73	Statute of Limitations Expired
2009	99B03179000000000	Aqua Power Sport	\$35.23	Statute of Limitations Expired
2009	99200301800063600	Argo Development Systems	\$48.41	Statute of Limitations Expired
2009	99972800000174750	ARL Inc	\$3.73	Statute of Limitations Expired
2009	99061227100000000	Arroyo Elias/Moms Café	\$130.35	Statute of Limitations Expired
2009	99081013118000000	Arroyo Horacio/Horacios Mexican Grill	\$404.37	Statute of Limitations Expired
2009	99060830330000000	Arvanitis Patricia/MSM Printing	\$284.59	Statute of Limitations Expired
2009	99081030550000000	Automotive Panel Technologies	\$66.51	Statute of Limitations Expired
2009	99080114280000000	AV Investments	\$4.58	Statute of Limitations Expired
2009	99200334600364850	Avila Candelario/Avila Auto Tuners	\$160.64	Statute of Limitations Expired
2009	99000000011900000	Baker Investment Group Inc/Bakers Furniture	\$2,587.57	Statute of Limitations Expired
2009	99P103589000000000	Barrett Carl/Barrett Motorcars	\$145.67	Statute of Limitations Expired
2009	99200408300091000	Barrosos Dagoberto	\$257.74	Statute of Limitations Expired
2009	99060130220000000	Beadles Patti/Downtown Design & Consign	\$95.90	Statute of Limitations Expired
2009	99060215270000000	Bernitez Eduardo/Morben Autopaint & Body	\$48.62	Statute of Limitations Expired
2009	99200324700472900	Black Lori A/	\$16.91	Statute of Limitations Expired
2009	99091214360000000	Blanton Cristina	\$20.72	Statute of Limitations Expired
2009	99070426190000000	Bond Pat	\$4.79	Statute of Limitations Expired
2009	99050517340000000	Brazon Kathy	\$6.34	Statute of Limitations Expired
2009	99870060000203700	Brinkley Rick/Ricks Auto Service Center	\$353.57	Statute of Limitations Expired
2009	99933060000127650	Brooks Clayton/State Farm Ins	\$58.41	Statute of Limitations Expired
2009	99091214260000000	Brown Wanda/Afgans Blankets	\$20.72	Statute of Limitations Expired
2009	99952150000249200	Broyles Thomas E/Car Craft Autobody	\$21.84	Statute of Limitations Expired
2009	99932150000021650	Bryant Debord & Associates	\$6.06	Statute of Limitations Expired
2009	99051213350000000	BSM Financial LP/Banksource Mortgage	\$122.32	Statute of Limitations Expired
2009	99962980000214350	BTWW Retail LP/Boot Town #23	\$38.75	Statute of Limitations Expired
2009	99200408300057300	Budget Mechanical LLC	\$85.61	Statute of Limitations Expired
2009	99000000215616800	Buehler Tom/Goldstar Plumbing	\$350.12	Statute of Limitations Expired
2009	99200334600057600	Burks Rob	\$36.64	Statute of Limitations Expired
2009	99200408300123800	Burns Patricia/Patricias Coffee & Tea	\$23.89	Statute of Limitations Expired
2009	99061010700000000	Buzan Joe&Kuykendall David/ Lonestar Mkt Sol	\$108.37	Statute of Limitations Expired

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2009	99200229500056450	C&M Used Cars/Milton Alfaro	\$18.53	Statute of Limitations Expired
2009	99090908550000000	CK Furniture	\$128.24	Statute of Limitations Expired
2009	99060518118000000	Cabrar Francisco	\$10.57	Statute of Limitations Expired
2009	99071114200000000	Calverley Mark/Eprint Files Inc	\$183.20	Statute of Limitations Expired
2009	99081124158000000	Campos Luis/Las Delicias	\$75.67	Statute of Limitations Expired
2009	99872150000079450	Canard Roger T	\$71.38	Statute of Limitations Expired
2009	99091029350000000	Candie Jannie	\$20.72	Statute of Limitations Expired
2009	99990220000061850	Cantu David/Dac Folding	\$440.52	Statute of Limitations Expired
2009	99070103410000000	Carriere Joe/Joe Bonsai Com	\$198.98	Statute of Limitations Expired
2009	99080410166000000	Casing Scientific	\$243.72	Statute of Limitations Expired
2009	99P10566500000000	Castillo Claudia G/Sin Fronteras Motor Inv	\$49.62	Statute of Limitations Expired
2009	99200334600129200	Castro Mario	\$38.75	Statute of Limitations Expired
2009	99060207370000000	Cazares Alex/Durango Mechanic LLC	\$105.69	Statute of Limitations Expired
2009	99080827160000000	Celebracion Wedding Y Quincea	\$17.62	Statute of Limitations Expired
2009	99060117680000000	Eric Kerr/Celebrity Kids	\$672.68	Statute of Limitations Expired
2009	99200408300128400	Chance W Vaden/Centrestone Landscape	\$35.93	Statute of Limitations Expired
2009	99090114650000000	Tomasa Castaneda/Centro De Nutricion Y Bienes	\$196.23	Statute of Limitations Expired
2009	99200221200082900	Chan Anson/American Title Comp	\$363.22	Statute of Limitations Expired
2009	99091217182000000	Charles/ Swords & Knives	\$20.72	Statute of Limitations Expired
2009	99200408300016600	Chavez Ricky/Rickys Auto Care	\$57.21	Statute of Limitations Expired
2009	99L090189000000000	Chesterfield Financial Co	\$100.48	Statute of Limitations Expired
2009	99000000216688750	Childs Derrell CPA/ Childs Derrell W Inc	\$40.16	Statute of Limitations Expired
2009	99860020000514950	Christopher&Assoc Inc/Christopher Builders Inc	\$515.06	Statute of Limitations Expired
2009	99992310000025450	CJ Global Inc/Dry Cleaning Mart	\$1,197.82	Statute of Limitations Expired
2009	99080922390000000	CMHC/Capital Moutain Holding Corp	\$159.80	Statute of Limitations Expired
2009	99200121400075550	CN Enterprises/Quiznos	\$310.24	Statute of Limitations Expired
2009	99090113330000000	Collins Kevin/Design Mill DFW	\$3,090.16	Statute of Limitations Expired
2009	99091217183000000	Computer James/Computers	\$20.72	Statute of Limitations Expired
2009	99090827310000000	Computers & More	\$6.69	Statute of Limitations Expired
2009	99000000037505000	Lance Kimrey Pres/Corona Designs Inc	\$745.11	Statute of Limitations Expired
2009	99200408300090950	Correas Maria/Edith Unisex Salon	\$13.41	Statute of Limitations Expired
2009	99091214440000000	Cortez Ismael	\$20.72	Statute of Limitations Expired
2009	99900500000012950	Coulter John/ Coulter Machine & Tool	\$110.06	Statute of Limitations Expired
2009	99200334600299600	CT Pure Water	\$141.62	Statute of Limitations Expired
2009	99200225200098050	Dairyland Printing	\$7.61	Statute of Limitations Expired

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2009	99200324700162600	Dallas Trucks Auto Group	\$47.42	Statute of Limitations Expired
2009	99060126180000000	Dalton Eddie/Best Sports & Screen Printing	\$37.98	Statute of Limitations Expired
2009	99081029170000000	Daniels Robert/Guiding Light Transport	\$19.09	Statute of Limitations Expired
2009	99832520000117200	Darden Elbert/Dardens Disc Beauty Supply	\$3.80	Statute of Limitations Expired
2009	99882910000222450	Sheila Darisse/ Darwell Integrated Tech	\$658.38	Statute of Limitations Expired
2009	99000000214676200	Deborah West/Love Blooms	\$273.24	Statute of Limitations Expired
2009	99091228260000000	Desantos Mark/ ID Shop	\$20.72	Statute of Limitations Expired
2009	99050517250000000	Desilets Sylvia	\$31.71	Statute of Limitations Expired
2009	99090113290000000	Diens Complete Auto Tech	\$62.71	Statute of Limitations Expired
2009	99090114680000000	Dr Sazy	\$538.95	Statute of Limitations Expired
2009	99050929300000000	Dubon Carlos/Dubon Auto Repair	\$21.35	Statute of Limitations Expired
2009	99963520000007300	Ducan Dorothy/Heritage Academy	\$121.54	Statute of Limitations Expired
2009	99P51391000000000	E & S Unlimited Inc/Auto Starz	\$73.84	Statute of Limitations Expired
2009	99813640000471400	ET Automotive Inc/E R Williford Pres	\$3,977.19	Statute of Limitations Expired
2009	99081215900000000	E Wireless	\$89.13	Statute of Limitations Expired
2009	99060128800000000	Ednas Beauty Salon	\$28.89	Statute of Limitations Expired
2009	99051220520000000	Joel Rosas/EL Torito	\$70.81	Statute of Limitations Expired
2009	99992310000215500	Emilio Eddie/Sols Nieto Fajitas	\$74.90	Statute of Limitations Expired
2009	99P52891000000000	Stephen J Cervantes Pres/Epic Auto Sales Inc	\$20.98	Statute of Limitations Expired
2009	99080124170000000	Espresso Yourself	\$21.14	Statute of Limitations Expired
2009	99850030000438050	Esquivel Irma/Cosmos Hair Designers	\$20.43	Statute of Limitations Expired
2009	99081030420000000	Kin Diep/Exile Motorsports	\$50.03	Statute of Limitations Expired
2009	99051221540000000	FAMA Academia De Musica	\$105.69	Statute of Limitations Expired
2009	99200334600302050	Family Medical Equipment	\$4.18	Statute of Limitations Expired
2009	99060509460000000	Fejeran Stacy/ The Seventh Moon	\$67.71	Statute of Limitations Expired
2009	99060131350000000	Fifield Shannon Hamilton/On Trac Motors	\$11.41	Statute of Limitations Expired
2009	99P57077000000000	Fifield Shannon Hamilton/On Trac Motors	\$50.19	Statute of Limitations Expired
2009	99200225200074300	Figueroa Concepcion/Conys Jewelry	\$135.21	Statute of Limitations Expired
2009	99950170000128400	Fineline Assembly Inc/Clayton McIntire Pres	\$188.90	Statute of Limitations Expired
2009	99L05274300000000	First Portland Corp	\$380.84	Statute of Limitations Expired
2009	99200408300404700	Fisher Insurance	\$169.53	Statute of Limitations Expired
2009	99081015112000000	Fleming Corey/A Touch of Soul Restaurant	\$452.78	Statute of Limitations Expired
2009	99091217208000000	Flemister Jay	\$20.72	Statute of Limitations Expired
2009	99070418930000000	Flores Alex/New Truck	\$42.28	Statute of Limitations Expired
2009	99L09693400000000	Florida Natural Food Srvs	\$2.46	Statute of Limitations Expired

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2009	99071018190000000	Foose Steve/ Shower Pro	\$224.06	Statute of Limitations Expired
2009	99050714100000000	Fritts Jim/Awards to Go	\$43.90	Statute of Limitations Expired
2009	99060125330000000	Fuddruckers Inc/Rash	\$813.04	Statute of Limitations Expired
2009	99051115150000000	Future Signs Inc/Ziad Dekelbab	\$123.23	Statute of Limitations Expired
2009	99091026200000000	G & G Truck Line Inc	\$217.23	Statute of Limitations Expired
2009	99942070000154300	Gallardo Martin/Top Auto Trim	\$8.17	Statute of Limitations Expired
2009	99080924510000000	Galloway Jerry/Chang Lees Taekwondo	\$93.01	Statute of Limitations Expired
2009	99P55730000000000	Garcia Anabel Juarez/A&I Auto Sales	\$135.49	Statute of Limitations Expired
2009	99081015820000000	Garland Cellular	\$17.26	Statute of Limitations Expired
2009	99080324320000000	Garland Civic Theatre	\$20.79	Statute of Limitations Expired
2009	99071205370000000	Garland Opry/ Zion Church	\$139.72	Statute of Limitations Expired
2009	99942070000146500	GDF PLLC/Spring Creek Barber Shop	\$28.11	Statute of Limitations Expired
2009	99080827110000000	Geppettos Shoes Repair/Volney Woods Jr	\$19.09	Statute of Limitations Expired
2009	99P100429000000000	Ghatashe Khalid/Ghaith Auto Sales	\$299.46	Statute of Limitations Expired
2009	99100106480000000	Giles Rodney/Rodney GS Smokehouse	\$54.96	Statute of Limitations Expired
2009	99071204700000000	Gilley Mary/Alternative Pain Institue	\$346.17	Statute of Limitations Expired
2009	99983420000112450	Global Star Mortgage/Anson Chan Pres	\$666.83	Statute of Limitations Expired
2009	99081215240000000	Goffin Harold/Corporate Cuts & Styles	\$20.08	Statute of Limitations Expired
2009	99200301800063750	Gomez Carlos/C&R Auto Repair	\$42.56	Statute of Limitations Expired
2009	99060518125000000	Gomez Rosa	\$10.57	Statute of Limitations Expired
2009	99061012390000000	Gonzales Sonja/Ethereal Day Spa & Salon	\$14.09	Statute of Limitations Expired
2009	99200408300032450	Gordon Asja/Designers Rack	\$52.85	Statute of Limitations Expired
2009	99091217202000000	Grahm Ardis/Custom Built Computers	\$20.72	Statute of Limitations Expired
2009	99080212360000000	Guerolla Martha/Video Visual	\$24.45	Statute of Limitations Expired
2009	99061009700000000	Guerra & Perez LLP/Augusto Guerra	\$36.22	Statute of Limitations Expired
2009	99080403170000000	Hair Illusions/The Next Phase	\$16.63	Statute of Limitations Expired
2009	99992170000019100	Hamilton Mac/Affordable Business Machine	\$28.61	Statute of Limitations Expired
2009	99060213300000000	Hassler John/Welding Works	\$114.50	Statute of Limitations Expired
2009	99942070000241700	Hays Warren	\$53.55	Statute of Limitations Expired
2009	99060124590000000	Heartland Private Services	\$11.27	Statute of Limitations Expired
2009	99050518110000000	Heathman Christine V	\$4.23	Statute of Limitations Expired
2009	99200334600272600	Hernandez Elsa/My Special Day	\$74.34	Statute of Limitations Expired
2009	99070813230000000	Highland Communications/Anthony Womack	\$30.09	Statute of Limitations Expired
2009	99081210270000000	Hoang Liem Inc/Mien Tay Restaurant	\$200.67	Statute of Limitations Expired

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2009	99090113220000000	Hodge Trimone/Allstate Hidge Trimone	\$50.45	Statute of Limitations Expired
2009	99990610000055800	Hidges Joe S	\$22.55	Statute of Limitations Expired
2009	99091029380000000	Hollins Darren	\$20.72	Statute of Limitations Expired
2009	99200334600384700	Horizon Open MRI of Garland	\$317.56	Statute of Limitations Expired
2009	99982160000043200	Huggins Buisness Support Service	\$345.18	Statute of Limitations Expired
2009	99051108150000000	Hunter Zamora Hallman Inc/Hipolito Zamora	\$154.04	Statute of Limitations Expired
2009	99922160000217500	Huynh David/Phillips Auto Repair	\$221.88	Statute of Limitations Expired
2009	99200408300016800	Huynh Kinh Ngoc/K A K Sales Company	\$7.40	Statute of Limitations Expired
2009	99P520070000000000	Impex Auto Sales Inc/Akram Kut Kut Pres	\$34.24	Statute of Limitations Expired
2009	99060131490000000	Impex Auto Sales Inc/Akram Kut Kut Pres	\$5.64	Statute of Limitations Expired
2009	99081022730000000	Industrial & Assoc/Quality Products Manuf	\$111.61	Statute of Limitations Expired
2009	99060201730000000	Industrial Med Manag LLC/Richardo Sanchez	\$819.38	Statute of Limitations Expired
2009	99950170000246300	Industrial Noise Control Corp/Bill Badgett	\$541.20	Statute of Limitations Expired
2009	99080226100000000	Inkstop Inc	\$701.99	Statute of Limitations Expired
2009	99080924330000000	Instant Tax Service/Afrern Ghirmay	\$39.11	Statute of Limitations Expired
2009	99982160000004900	J&G Han Corp/Schlotzkys Deli	\$659.01	Statute of Limitations Expired
2009	99071113220000000	J&J and Assoc	\$7.05	Statute of Limitations Expired
2009	99P526050000000000	J&J Auto LLC/Heflin Jerry Pres	\$56.65	Statute of Limitations Expired
2009	99070221250000000	Jackson Hewitt Tax Service	\$45.80	Statute of Limitations Expired
2009	99972050000213400	Jaime Perdomo/Auto Limits	\$84.55	Statute of Limitations Expired
2009	99051004150000000	Jefferson Ace/Southwest Funding	\$43.76	Statute of Limitations Expired
2009	99060518105000000	Jennings Annette	\$10.57	Statute of Limitations Expired
2009	99200225200078700	Jerrys Transmission/Jerry Hereid	\$114.15	Statute of Limitations Expired
2009	99060518104000000	Johonson Jacqueline/Baskets Siver	\$10.57	Statute of Limitations Expired
2009	99051215980000000	Jolynne Spurgeon/Consolidated Life & Health	\$29.80	Statute of Limitations Expired
2009	99070917340000000	Jordan Willis/Autobahn	\$189.40	Statute of Limitations Expired
2009	99P101793000000000	Jordan Willis/Autobahn Car Rental& Sales	\$87.65	Statute of Limitations Expired
2009	99061114670000000	Jose Calzada/CNB Automotive	\$8.60	Statute of Limitations Expired
2009	99090112790000000	JRM Service Group LLC/Turnkey Service	\$337.64	Statute of Limitations Expired
2009	99200225200204500	Kathy Danbank Ins	\$13.32	Statute of Limitations Expired
2009	99081105360000000	Kim Jason & Khalil Mohammed/US Laundry	\$32.06	Statute of Limitations Expired
2009	99060410134000000	Kiros	\$66.36	Statute of Limitations Expired
2009	99060209630000000	La Polla Coatings	\$17.97	Statute of Limitations Expired
2009	99199929900154600	La Tarasquena	\$998.42	Statute of Limitations Expired
2009	99912460000015600	Lai David/Q C Retail	\$5.14	Statute of Limitations Expired

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2009	99071107650000000	Lam Thuy U / XO Photography	\$394.58	Statute of Limitations Expired
2009	99071127700000000	Latino Ballroom	\$213.14	Statute of Limitations Expired
2009	99060518930000000	Launano Erica Nimrod/East Coast Fashions	\$10.57	Statute of Limitations Expired
2009	99060907330000000	Law Offices of Joseph T Bui PC	\$71.02	Statute of Limitations Expired
2009	99200324700200650	Le Mydung/Nam Sewing	\$122.74	Statute of Limitations Expired
2009	99L09685400000000	Legends LLC	\$59.05	Statute of Limitations Expired
2009	99090406102000000	Leo Discoteca	\$99.49	Statute of Limitations Expired
2009	99P57416000000000	Lester Timothy/Worldwide Investment	\$5.71	Statute of Limitations Expired
2009	99860020000599400	Levens Tommy/Huges Auto Sales	\$33.26	Statute of Limitations Expired
2009	99051220380000000	Lifetime EMS Inc	\$461.51	Statute of Limitations Expired
2009	99071113150000000	Lifetime Memories	\$272.40	Statute of Limitations Expired
2009	99081119420000000	Linares Auto Sales	\$15.92	Statute of Limitations Expired
2009	99080924480000000	Liquid Sports Bar	\$428.54	Statute of Limitations Expired
2009	99922160000175000	Loftin Eddie/Poor Boys Radiator& Garage	\$80.32	Statute of Limitations Expired
2009	99080114290000000	Logos Church of God	\$18.67	Statute of Limitations Expired
2009	99071105200000000	Lonestar Insurance Agency	\$5.07	Statute of Limitations Expired
2009	99200121400080500	Long Mary/Absolute Chiropractic	\$476.59	Statute of Limitations Expired
2009	99060518114000000	Lopez Erkia/Gennesys Boutique	\$10.57	Statute of Limitations Expired
2009	99081001116000000	Los Molcajetes	\$67.99	Statute of Limitations Expired
2009	99200334600030750	Lozoya Noe/La Universal	\$115.20	Statute of Limitations Expired
2009	99200324700048750	Lusk Jim/J&J Auto	\$11.63	Statute of Limitations Expired
2009	99081119340000000	M M Motor Investments/Julio Tabares	\$15.92	Statute of Limitations Expired
2009	99051228800000000	Maeng Carl/Taquipollo	\$85.96	Statute of Limitations Expired
2009	99200408300127650	Make Everything Clean/Marc Eric Cooper	\$31.78	Statute of Limitations Expired
2009	99200225200103950	Mars Auto Repair	\$8.60	Statute of Limitations Expired
2009	99050517260000000	Martinelli Ronald	\$31.71	Statute of Limitations Expired
2009	99091029370000000	Martinez Inocencia	\$20.72	Statute of Limitations Expired
2009	99P42868000000000	Matheny Deborah/Christians Cars	\$0.10	Statute of Limitations Expired
2009	99P55121000000000	Matorin Oleksandr V/Millennium Mission Cars	\$59.89	Statute of Limitations Expired
2009	99200200300055700	Medina Maria/Andromeda Imports Inc	\$197.15	Statute of Limitations Expired
2009	99080124210000000	Menos Paint & Body	\$28.89	Statute of Limitations Expired
2009	99000000203200000	Metricast Company Inc/Deborah Spyrrers	\$1,553.08	Statute of Limitations Expired
2009	99902190000028750	Metroplex Movers Inc/Tom Allen VP	\$2,168.76	Statute of Limitations Expired
2009	99050901168000000	Meyer Sue/McGillicuddys Antiques	\$10.57	Statute of Limitations Expired
2009	99091104280000000	Milea Truck Sales Corp/Sopon Kosalanan	\$111.33	Statute of Limitations Expired

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2009	99200021600171200	Millennium Notary Service/Nancy Estrada	\$28.75	Statute of Limitations Expired
2009	99200121400113200	Miracles & Blessings Learning Center	\$46.08	Statute of Limitations Expired
2009	99060518119000000	Mirand Azucena/Ardyss&Home Interior	\$10.57	Statute of Limitations Expired
2009	99071126400000000	Montelongo Maria/Carros To Go	\$78.99	Statute of Limitations Expired
2009	99942070000455550	Morgan Larry/Larry Morgan Music	\$681.28	Statute of Limitations Expired
2009	99061025280000000	Mortorin Alex/Millennium Mission Cars	\$19.38	Statute of Limitations Expired
2009	99090112870000000	MS Chicken	\$260.56	Statute of Limitations Expired
2009	99030407083210600	Munoz Lila/Garland Space Center	\$44.04	Statute of Limitations Expired
2009	99110331121000000	Murphy Gary/Garys Nascar	\$35.23	Statute of Limitations Expired
2009	99081006120000000	Murshid Enterprises Inc/Quiznos	\$254.57	Statute of Limitations Expired
2009	99P14495000000000	Nakawah Nabil & Alavi Hamid/Durango Motors	\$1,430.20	Statute of Limitations Expired
2009	99060208410000000	Nasamu Friday/Capitol Insurance	\$41.29	Statute of Limitations Expired
2009	99060131700000000	Nationwide Floors& Construction	\$10.57	Statute of Limitations Expired
2009	99200324700009400	Nealy Zel/Dallas Chocolates	\$52.85	Statute of Limitations Expired
2009	99200225200246400	Needham Elbert/T&K Auctioneers	\$17.62	Statute of Limitations Expired
2009	99932280000161300	Nguyen Le/Pointronics Tv Vcr Service	\$51.22	Statute of Limitations Expired
2009	99200021600128850	Nguyen Tina Yenthi/Topic Nails	\$47.28	Statute of Limitations Expired
2009	99071024230000000	Nguyen Tom/World Class Black Belt Martial	\$9.44	Statute of Limitations Expired
2009	99081015111000000	Nguyen Tom/Wing Chung Kung Fu	\$140.43	Statute of Limitations Expired
2009	99081105190000000	Nik Nilesh/Spectra Test Solutions	\$813.39	Statute of Limitations Expired
2009	99B03137000000000	Nortex Water Sports Inc	\$35.23	Statute of Limitations Expired
2009	99060912300000000	Novoa Humberto/La Mechicera Mesquite Inc	\$389.15	Statute of Limitations Expired
2009	99200101700101200	Nwankpa Alex	\$17.62	Statute of Limitations Expired
2009	99200324700164250	Nwosu Ben/Bendex Print & Copy	\$37.84	Statute of Limitations Expired
2009	99200021600169150	Nye John/Auditax	\$10.36	Statute of Limitations Expired
2009	99200225200098000	Oliver Kim/Atlas & Assoc	\$167.91	Statute of Limitations Expired
2009	99060216610000000	Oloyede Oyekunle/Automotive	\$17.05	Statute of Limitations Expired
2009	99P100670000000000	Oloyede Oyekunle/Able Automotive & Equip	\$9.79	Statute of Limitations Expired
2009	99200408300012900	Omely Graphics/Dang Hanh Thi	\$64.82	Statute of Limitations Expired
2009	99943120000037150	Ona Run/Shanoor Khanchwala Pres/One Stop	\$234.00	Statute of Limitations Expired
2009	99200408300178000	Oommen Johnson/Atlas Video	\$18.53	Statute of Limitations Expired
2009	99081030690000000	Orellanas Pupusa Y Restaurant	\$69.61	Statute of Limitations Expired
2009	99051026200000000	Outsource Technologies Inc/Ryleen Foster	\$512.24	Statute of Limitations Expired
2009	99200334600383900	Pascual Ochoa/Falcon Auto Repair	\$44.81	Statute of Limitations Expired
2009	999923100002020000	PDHD Enterprises Inc/Curves for Women	\$62.29	Statute of Limitations Expired

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2009	99860020000894650	Pearson Lori/State Farm Ins	\$81.03	Statute of Limitations Expired
2009	99P104519000000000	Pellinghelli John M/ Montfort Motorcars	\$35.23	Statute of Limitations Expired
2009	99050607176000000	Pen Graphx Inc/Lydia E Barnes/Dallas Motor	\$163.11	Statute of Limitations Expired
2009	99060103350000000	Pena Karla/Don Pepe Taco King	\$209.97	Statute of Limitations Expired
2009	99P312050000000000	Perdomo Jaime/Auto Limites	\$126.69	Statute of Limitations Expired
2009	99061218900000000	Perdomo Jaime/JMP Auto Body Repair	\$330.46	Statute of Limitations Expired
2009	99P470840000000000	Perdomo Juan M/Qwest Auto Group	\$181.29	Statute of Limitations Expired
2009	99200324700163500	Perry CG Investments Inc/Redline Auto Group	\$23.82	Statute of Limitations Expired
2009	99080109410000000	Perry David/Allstate	\$12.68	Statute of Limitations Expired
2009	99200408300125450	Phoenix Auto Collision Center/Jose A Cisneros	\$198.27	Statute of Limitations Expired
2009	99071031800000000	Pier Ben/Premier Rentals	\$948.81	Statute of Limitations Expired
2009	99200126700134400	Ping Wang/Buffer China/Buffer King	\$123.31	Statute of Limitations Expired
2009	99200324700102450	PJ Ventures Inc/Nail Supply Etc	\$1,117.85	Statute of Limitations Expired
2009	99080403163000000	Porter Greg/Greg Porter CPA	\$16.06	Statute of Limitations Expired
2009	99081124146000000	Portillo Raul/Country Auto Repair	\$115.55	Statute of Limitations Expired
2009	99081215170000000	Poum Linda/RP Motor Sports	\$16.91	Statute of Limitations Expired
2009	99081215160000000	Precision LLC/Accuprint	\$1,516.44	Statute of Limitations Expired
2009	99071210900000000	Preston Realty	\$137.61	Statute of Limitations Expired
2009	99080924560000000	Pro Medics	\$110.06	Statute of Limitations Expired
2009	99081013840000000	Pro Star Cyclewerks/Brenda Callahan	\$127.60	Statute of Limitations Expired
2009	99973350000160750	Purvis Debbie/Action Fast Art & Sign	\$58.27	Statute of Limitations Expired
2009	99200408300422300	Quality Network Services Inc	\$38.05	Statute of Limitations Expired
2009	99P424330000000000	Quality Used Auto Network Inc	\$273.46	Statute of Limitations Expired
2009	99P101385000000000	Quantum Auto Credit Inc	\$879.81	Statute of Limitations Expired
2009	99071108200000000	Ramirez Enrique/Henry In & Out Auto	\$20.72	Statute of Limitations Expired
2009	99081105390000000	Ramirez Leo/Ramirez Foam & Flooring Supp	\$954.45	Statute of Limitations Expired
2009	99071112100000000	Ramirez Phillip/Mucio Felipe Ramirez	\$33.12	Statute of Limitations Expired
2009	99P540450000000000	Ramirez Wilma/M&M Motor Investments	\$1.39	Statute of Limitations Expired
2009	99000000131815000	Rawlings Brake & Alignment Inc/CJ Rawling	\$20.93	Statute of Limitations Expired
2009	99081008102000000	Ready Set Sew	\$32.48	Statute of Limitations Expired
2009	998736400000053700	Reed Sheree A	\$18.74	Statute of Limitations Expired
2009	99051215116000000	Relief Medical Supplies	\$32.48	Statute of Limitations Expired
2009	99070417240000000	Rhodes Paul Jr/T&C Tires & Wheels	\$24.66	Statute of Limitations Expired
2009	99200021600169450	Rhylan Ins Agency Inc	\$41.92	Statute of Limitations Expired
2009	99P100526000000000	Rivera Adam/A&E Auto Sales	\$53.41	Statute of Limitations Expired

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2009	99091104570000000	Rivera Truck/Jose Rivera	\$24.03	Statute of Limitations Expired
2009	99P42655000000000	Rodgers Wayne/Waynes Auto World	\$53.43	Statute of Limitations Expired
2009	99090113350000000	Rodriguez Alex/AR Landscape & Stone	\$387.74	Statute of Limitations Expired
2009	99091029240000000	Rodriguez Edna/ Rodriguez Edna Photography	\$20.72	Statute of Limitations Expired
2009	99200408300012250	Rodriquez Marcos/Injury Rehab Assoc	\$68.49	Statute of Limitations Expired
2009	99071024210000000	Rolo Shuttle Service	\$742.30	Statute of Limitations Expired
2009	99813640000473700	Romero Guterrez Gelter A/Egg Roll Inn	\$78.63	Statute of Limitations Expired
2009	99051005590000000	Romero Jose/Iglesia Mision Christiana Elim	\$7.75	Statute of Limitations Expired
2009	99972050000090400	Romo Rogelio/Romos Tire&Repair Shop	\$131.06	Statute of Limitations Expired
2009	99091029330000000	Roxi	\$20.72	Statute of Limitations Expired
2009	99091221800000000	Ruby Janes Reto Fabric & More	\$32.76	Statute of Limitations Expired
2009	99090112820000000	S&R Stone Works	\$504.14	Statute of Limitations Expired
2009	99P550760000000000	Sabek Mahir/Dallas Trucks Auto Group	\$239.28	Statute of Limitations Expired
2009	99061211700000000	Saigon Taipe Inc	\$2,109.43	Statute of Limitations Expired
2009	99972050000095250	Salinas Domingos/Garland Auto Body Repair	\$111.89	Statute of Limitations Expired
2009	99000000122100000	Samuel Mathew & Elizabeth/Trophy Dental	\$476.24	Statute of Limitations Expired
2009	99080325600000000	Sartain Tom	\$20.79	Statute of Limitations Expired
2009	99090908730000000	Sat Wireless/Sat Wireless Direct Tv	\$137.40	Statute of Limitations Expired
2009	99943120000021400	Schefer Evanor/Schefer Remodeling	\$72.36	Statute of Limitations Expired
2009	99090126370000000	Segars Ralph/RSAl	\$48.69	Statute of Limitations Expired
2009	99200408300241600	Sepulveda Jesus/Unique Auto Repair	\$49.32	Statute of Limitations Expired
2009	99200334600336600	Shin Man Su/Ok Men Wear	\$64.96	Statute of Limitations Expired
2009	99110405200000000	Sias Daniel/Dallas Disc Golf Shop	\$35.23	Statute of Limitations Expired
2009	99071029110000000	Sierra Sleep Technologies	\$134.37	Statute of Limitations Expired
2009	99942070000250250	Simonetti Paul/Express Haircuts	\$6.55	Statute of Limitations Expired
2009	99090121210000000	Sims Troy & Spurlock Stephan/Bleech Bright	\$63.55	Statute of Limitations Expired
2009	99882170000139600	Singh Casey Jae/Xtreme Letterpress	\$42.98	Statute of Limitations Expired
2009	99P570480000000000	Siwan&Sawan Inc/Lone Star Auto Sale Insp	\$152.56	Statute of Limitations Expired
2009	99091217201000000	Small Robert/T-Shirts	\$20.72	Statute of Limitations Expired
2009	99960920000085950	Son & Chi Corp/Chevron Mart Buckingham	\$656.12	Statute of Limitations Expired
2009	99200200300044950	Southern Industrial Tire	\$9.72	Statute of Limitations Expired
2009	99200225200096850	Southern Way Ins/Steven Snyder Pres	\$23.67	Statute of Limitations Expired
2009	99080103160000000	SP Auto Repair	\$308.33	Statute of Limitations Expired
2009	99081015113000000	SP Automtive Repair	\$224.77	Statute of Limitations Expired
2009	99071204900000000	Spa Tech	\$101.74	Statute of Limitations Expired

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2009	99200324700392400	Specialty Medicare Lp	\$57.28	Statute of Limitations Expired
2009	990712115000000000	Split Endz	\$113.51	Statute of Limitations Expired
2009	990512132200000000	St Anthonys Ambulance Services	\$22.27	Statute of Limitations Expired
2009	99P501510000000000	Star Plex Inc/Star Cars Auto Sales	\$202.43	Statute of Limitations Expired
2009	99P441560000000000	Statewide Motors Inc/Michael Vaden	\$35.23	Statute of Limitations Expired
2009	99L052583000000000	Sterling Payphones LLC	\$22.83	Statute of Limitations Expired
2009	99P105370000000000	Stewart John/Firewheel Auto Sales	\$0.07	Statute of Limitations Expired
2009	99942070000051750	Sunbelt Express Inc/Marketing Motion Inc	\$915.63	Statute of Limitations Expired
2009	990610301200000000	Swinnners Betty/Mi Buddy Academy	\$35.23	Statute of Limitations Expired
2009	99902190000060700	Sydnor Rick &Glenda/Carpet Tree	\$81.03	Statute of Limitations Expired
2009	99200108500108200	T Speed Broadband Communication	\$34.10	Statute of Limitations Expired
2009	990810131190000000	Taco&lce Cream Fiesta Inc/Pedro Rodriguez	\$234.35	Statute of Limitations Expired
2009	99913310000020450	Tan Phung Inc/Dry Clean City	\$181.15	Statute of Limitations Expired
2009	99200408300123400	Taqueria Diana	\$70.46	Statute of Limitations Expired
2009	99860020000930150	Taub Greg/Gunslinger Pest Control	\$197.08	Statute of Limitations Expired
2009	990903301140000000	Tervela	\$42.28	Statute of Limitations Expired
2009	99200225200098650	TGM Mazer	\$5,064.52	Statute of Limitations Expired
2009	99200334600385000	Thakur Jeetendra/Sakav Inc/Garland Mart	\$739.20	Statute of Limitations Expired
2009	990610091700000000	The Takery LLC/Karen Falls	\$19.38	Statute of Limitations Expired
2009	990512074400000000	Thomas Cassandia/Mamas Boys Rec Studio	\$53.27	Statute of Limitations Expired
2009	990811051100000000	Thorn Brad/Thorns Auto Repair	\$71.66	Statute of Limitations Expired
2009	990812101300000000	TIFS Dollar Store Plus	\$208.07	Statute of Limitations Expired
2009	99942070000126800	Tito Phil/Affiliated Sand&Gravel Met	\$88.08	Statute of Limitations Expired
2009	990601047400000000	Torres Luis/T & T Auto Repair	\$26.15	Statute of Limitations Expired
2009	990601248000000000	Total Outdoor Services	\$21.91	Statute of Limitations Expired
2009	990612282100000000	Tran Jane/J & J Sewing	\$42.63	Statute of Limitations Expired
2009	99970440000017250	Truong Vanha/Lucky Transmissions	\$123.45	Statute of Limitations Expired
2009	99982600000181400	Turning Point Ent/Mike Pregent	\$860.18	Statute of Limitations Expired
2009	990810131160000000	Two Rows Inc	\$1,458.31	Statute of Limitations Expired
2009	99200334600221600	Tycoon Conoco/Tycoon Hawk Inc	\$106.39	Statute of Limitations Expired
2009	99200408300175450	Ultima Real Estate Services	\$358.85	Statute of Limitations Expired
2009	990711079200000000	Ultimate Tile Solutions Corp	\$307.98	Statute of Limitations Expired
2009	990704187200000000	Underground Sound/Gemal Preston	\$93.01	Statute of Limitations Expired
2009	990711272800000000	Union Paint & Body Shop	\$12.89	Statute of Limitations Expired
2009	990912171230000000	Unisys Crop/Lupe Jaramillo	\$10.01	Statute of Limitations Expired

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
2009	99070917350000000	Valazquez Daniel/Dannys Auto Repair	\$55.10	Statute of Limitations Expired
2009	99090113120000000	Valdez Jesse/V&D Masonry Contractors	\$1,152.87	Statute of Limitations Expired
2009	99200408300143600	Vallaveres German/HollywoodBanquet Hall	\$201.23	Statute of Limitations Expired
2009	99200408300167800	Vargas Victor/All American Acceptance	\$96.88	Statute of Limitations Expired
2009	99200324700146150	Vasquez Ricardo/Rickys General Repair	\$13.53	Statute of Limitations Expired
2009	99081117670000000	Vasquez Rito/The Steak Angus	\$649.99	Statute of Limitations Expired
2009	99090514600000000	Velasco Campo Oswaldo/OV Auto Sales	\$809.94	Statute of Limitations Expired
2009	99902190000074450	Venrick Gary/Venrick Corp	\$8.46	Statute of Limitations Expired
2009	99070412110000000	Veroli Foods LLC	\$249.99	Statute of Limitations Expired
2009	99060208590000000	Villalobos Christina/Multiservicos Amigoo	\$41.78	Statute of Limitations Expired
2009	99932280000113950	VIP Business Inc/Syed Humza/Coin Laundry	\$1,237.00	Statute of Limitations Expired
2009	99970440000020150	Vu Huong Nguyen/Nu Image Hair Salon	\$15.71	Statute of Limitations Expired
2009	99070221350000000	Wafer Chris&Damon Batiste/Shop Hair Salon	\$19.73	Statute of Limitations Expired
2009	99071011180000000	Walker Van/Wholesale Party	\$157.83	Statute of Limitations Expired
2009	99963520000030300	Wan Kyu Kim/Garland Han Yang Market	\$1,456.48	Statute of Limitations Expired
2009	99081124166000000	Wells Fargo Home Mgt	\$110.69	Statute of Limitations Expired
2009	99982160000185250	Wiggins Don/Hair Elegance	\$38.40	Statute of Limitations Expired
2009	99071212330000000	William Emma Moore Stanley/Moore Style	\$53.27	Statute of Limitations Expired
2009	99081022470000000	Williams Cristhian/Collision Depot	\$98.08	Statute of Limitations Expired
2009	99091217189000000	Williams John/JW	\$20.72	Statute of Limitations Expired
2009	99091214320000000	Williams Joyce	\$20.72	Statute of Limitations Expired
2009	99081124156000000	Wilson David/D & PS Fish	\$71.87	Statute of Limitations Expired
2009	99060130260000000	Witten Evan/Ec Electrical	\$127.74	Statute of Limitations Expired
2009	99081022660000000	WM Auto Repair	\$66.09	Statute of Limitations Expired
2009	99922160000217450	Wright Arluster/Wright Way	\$14.80	Statute of Limitations Expired
2009	99200334600386350	Wrobski Jim/Jim Trim Shop	\$16.35	Statute of Limitations Expired
2009	99200334600272750	Yi Sae Ki/International Diamond Jewelry	\$202.22	Statute of Limitations Expired
2009	99061130240000000	Young Sheridan/Sibkis Inc	\$68.28	Statute of Limitations Expired
2009	99060125460000000	Zchamp Enterprises LLC/Paperie & Co	\$298.19	Statute of Limitations Expired
2009	99200408300058050	Zimmerman Carpentry/Jerry Zimmerman	\$233.65	Statute of Limitations Expired
2009	99061108270000000	Ziongate Records	\$104.14	Statute of Limitations Expired

**TOTAL**

**\$111,086.37**

**EXHIBIT B  
ADJUSTMENTS TO TAX ROLL  
REAL PROPERTY**

YEAR	ACCOUNT NUMBER	NAME	AMOUNT	REASON
1986	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$213.40	Statute of Limitation Expired
1987	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$261.29	Statute of Limitation Expired
1988	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$301.48	Statute of Limitation Expired
1988	26085500070430000	Oliver Gustine 348 Arborview Dr	\$249.98	Statute of Limitation Expired
1989	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$260.07	Statute of Limitation Expired
1989	26085500070430000	Oliver Gustine 348 Arborview Dr	\$191.14	Statute of Limitation Expired
1990	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$241.46	Statute of Limitation Expired
1990	26085500070430000	Oliver Gustine 348 Arborview Dr	\$197.97	Statute of Limitation Expired
1991	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$253.23	Statute of Limitation Expired
1992	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr	\$260.09	Statute of Limitation Expired

1992	26085500070430000	Oliver Gustine 348 Arborview Dr		\$211.15	Statute of Limitation Expired
1993	26124500110080000	Willimas Sohie T 1520 Elizabeth Dr		\$268.81	Statute of Limitation Expired
1993	26085500070430000	Oliver Gustine 348 Arborview	\$	218.23	Statute of Limitation Expired
1993	65115759710010100	Byrne Development Co 820 IH 30	\$	331.34	Statute of Limitation Expired
1993	65095209010010000	Cambridge Consolidated 2901 Centerville Rd	\$	6,188.77	Statute of Limitation Expired
1993	26596000010010000	Cascade Ppties Inc 202 IH 30	\$	146.97	Statute of Limitation Expired
1993	6507613701002D600	Clower Virginia Gatewood 5218 Duck Creek Dr	\$	892.25	Statute of Limitation Expired
1993	65002518610010100	Crawford Lenton & Leoma 1710 Rowlett Rd	\$	51.32	Statute of Limitation Expired
1993	65006247510290000	Dal Gar Properties Inc 2500 S Garland Ave	\$	1,044.73	Statute of Limitation Expired
1993	26178420010012500	Empire S & L Assn of Mesq 3500 Easton Meadows Dr	\$	108.65	Statute of Limitation Expired
1993	26040750010010100	FSLIC Receiver for Empire E I30 Fwy	\$	121.16	Statute of Limitation Expired

1993	26060500060410000	Garland City of 2918 O Henry Dr	\$	332.58	Statute of Limitation Expired
1993	26100500040050000	Garland City of 421 Ford St	\$	50.15	Statute of Limitation Expired
1993	26100500050030000	Garland City of 434 Ford St	\$	50.15	Statute of Limitation Expired
1993	26101500080100000	Garland City of 300 Hart St	\$	50.15	Statute of Limitation Expired
1993	26128500010020000	Garland City of 217 Seneca St	\$	168.83	Statute of Limitation Expired
1993	26128500010020000	Garland City of 2000 N 1st St	\$	823.46	Statute of Limitation Expired
1993	26128500010030000	Garland City of 111 E Buckingham St	\$	330.04	Statute of Limitation Expired
1993	26128500010040000	Garland City of 121 E Buckingham St	\$	328.06	Statute of Limitation Expired
1993	26142500020040200	Garland City of 116 S 4th St	\$	160.97	Statute of Limitation Expired
1993	26165500100130000	Garland City of 600 W Ave B	\$	212.91	Statute of Limitation Expired
1993	26178690010040000	Garland City of 1504 E IH 30	\$	432.69	Statute of Limitation Expired

1993	26178730010010000	Garland City of 4345 Bass Pro Dr	\$	737.97	Statute of Limitation Expired
1993	26240500050070000	Garland City of 228 Loma Dr	\$	154.53	Statute of Limitation Expired
1993	26461500150240000	Garland City of 1510 High Meadow Dr	\$	58.81	Statute of Limitation Expired
1993	26502500060070000	Garland City of 225 Casalita Dr	\$	27.86	Statute of Limitation Expired
1993	26629500010010100	Garland City of 414 S Barnes	\$	200.65	Statute of Limitation Expired
1993	65022762610200000	Garland City of 1101 Dairy Rd	\$	152.73	Statute of Limitation Expired
1993	65032895020460000	Garland City of 220 S Third St	\$	308.37	Statute of Limitation Expired
1993	65032895020470000	Garland City of 214 S Third St	\$	328.99	Statute of Limitation Expired
1993	65032895020480000	Garland City of 212 S Third St	\$	335.80	Statute of Limitation Expired
1993	65054254010180000	Garland City of 4100 Naaman School	\$	91.01	Statute of Limitation Expired
1993	65076138510060000	Garland City of 405 Little Ln	\$	253.83	Statute of Limitation Expired

1993	65079157410230000	Garland City of 5401 Marina	\$	1,369.94	Statute of Limitation Expired
1993	65095209110060000	Garland City of 3000 E Centerville Rd	\$	3,897.98	Statute of Limitation Expired
1993	65095209110060100	Garland City of 2501 E Centerville Rd	\$	1,940.07	Statute of Limitation Expired
1993	65148315070080000	Garland City of 424 Hopkins St	\$	23.51	Statute of Limitation Expired
1993	65148315070090200	Garland City of 414 Hopkins St	\$	100.29	Statute of Limitation Expired
1993	65148315070160000	Garland City of 238 E Ave B	\$	49.53	Statute of Limitation Expired
1993	261787400203A0000	Garland City of & et al 328 Oaks Trail	\$	1,069.87	Statute of Limitation Expired
1993	26100500040070000	Garland City of etal 417 Ford St	\$	25.07	Statute of Limitation Expired
1993	65032447010120000	Garland I S D 916 N Country Club Rd	\$	346.82	Statute of Limitation Expired
1993	65079157410600000	Garland I S D 5409 Marina Dr	\$	47.29	Statute of Limitation Expired
1993	65158248010030100	Garland I S D 6500 Beltline Rd	\$	4,696.49	Statute of Limitation Expired
1993	65158248010030400	Garland I S D 2306 Guthrie Rd	\$	129.64	Statute of Limitation Expired

1993	65094100510320000	Gilbert Warren A Jr 2310 Apollo	\$	3,372.36	Statute of Limitation Expired
1993	65109912010280000	Hallauer W C & E Lassen 3400 W Walnut St	\$	4.46	Statute of Limitation Expired
1993	60179500000040000	Indigo Builders Inc 4231 Rosehill Rd	\$	299.03	Statute of Limitation Expired
1993	6507613701002D400	Johnson Anne Gatewood 5218 Duck Creek Dr	\$	892.25	Statute of Limitation Expired
1993	26178730010010100	Joslin Dennis et al 4345 Bass Pro Dr	\$	603.74	Statute of Limitation Expired
1993	65074215010250000	Kerri Inv Corp 502 E Kingsley Rd	\$	55.72	Statute of Limitation Expired
1993	65073508610160000	Kyle Henry H 1903 S Glenbrook	\$	56.77	Statute of Limitation Expired
1993	65079157410220000	Lee Napoleon 5407 Marina	\$	303.36	Statute of Limitation Expired
1993	26095500040260000	Lehew Don 1816 W Walnut	\$	117.63	Statute of Limitation Expired
1993	26468500050240000	Lewis Jacob & Selayne 517 Parker Cir	\$	100.67	Statute of Limitation Expired
1993	26019010000000000	LSB Corp 9999 Waterford Cir	\$	0.62	Statute of Limitation Expired
1993	26126600000000100	Mgt Corp of Texas 1 Crystal Ln	\$	0.62	Statute of Limitation Expired

1993	2612660000000200	Mgt Corp of Texas 2 Baccarat DR	\$	0.62	Statute of Limitation Expired
1993	6507613701002D500	Nichols Mary Gatewood 5218 Duck Creek Dr	\$	892.25	Statute of Limitation Expired
1993	65048070910070100	Roan David Tr 1854 Apollo	\$	17.71	Statute of Limitation Expired
1993	26520460010440000	Shiloh Springs Ptnshp 10.50 acres	\$	130.01	Statute of Limitation Expired
1993	65094502510110100	Shiloh Springs Ptnshp 2545 Collins Blvd	\$	62.34	Statute of Limitation Expired
1993	6507613701002D700	Shipman Katherine D 5218 Duck Creek Dr	\$	892.25	Statute of Limitation Expired
1993	26468500060010000	Stephens Marilyn G 726 Parker Cir	\$	15.48	Statute of Limitation Expired
1993	26468500060120000	Stephens Marilyn G 610 Parker Cir	\$	15.48	Statute of Limitation Expired
1993	26178710030030100	Wildflower Dev Co 5700 Marvin Loving Dr	\$	352.21	Statute of Limitation Expired
1993	26124500110080000	Williams Sophie T 1520 Elizabeth Dr	\$	268.81	Statute of Limitation Expired
		<b>TOTAL</b>		<b>\$39,754.92</b>	

<b>RECAP SHEET FOR TAX ADJUSTMENTS</b>
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**EXHIBIT A  
PERSONAL PROPERTY**

<u>YEAR</u>	<u>AMOUNT</u>
2005	\$ 2,927.51
2006	\$ 6,519.38
2007	\$ 6,615.44
2008	\$ 5,746.86
2009	\$ 89,277.18

**TOTAL                    \$ 111,086.37**

**EXHIBIT B  
REAL ESTATE PROPERTY**

<u>YEAR</u>	<u>AMOUNT</u>
1986	\$ 213.40
1987	\$ 261.29
1988	\$ 551.46
1989	\$ 451.21
1990	\$ 439.43
1991	\$ 253.23
1992	\$ 471.24
1993	\$ 37,113.66

**\$ 39,754.92**

**GRAND TOTAL:                    \$ 150,841.29**



# **Policy Report**

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## **BOND REFUNDING**

### **ISSUE**

Consider refunding approximately \$44 million General Obligation Bonds (GO).

### **OPTIONS**

1. Authorize staff to refund \$44,240,000 General Obligation Refunding Bonds, Series 2005A.
2. Do not approve the bond refunding transaction.

### **RECOMMENDATION**

Option No. 1 – authorize staff at the September 16, 2014 Regular Meeting to refund \$44,240,000 General Obligation Refunding Bonds, Series 2005A.

### **COUNCIL GOAL**

Financially Stable City Government – approval of this recommendation will produce significant debt service savings and will permit staff to effectively manage the debt service on long-term debt.

### **BACKGROUND**

Due to the continuation of a low interest rate environment, the City of Garland has an opportunity to refund \$44 million General Obligation Bonds. The refunding transaction will reduce total debt service by approximately \$3.4 million. The savings for fiscal years 2015 through 2020 is projected to be \$580,000. The exact amount of savings is subject to market conditions between now and the final pricing date of September 15, 2014.

### **CONSIDERATION**

First Southwest, the City's Financial Advisor, is recommending the refunding of debt to realize debt service savings. The debt service savings is approximately \$3.4 million. The debt service savings are structured within the tax rate management strategy and long-term debt models.

**ATTACHMENT**

None.

Submitted By:

David Schuler  
Managing Director Financial Services

Date: August 11, 2014

Approved By:

William E. Dollar  
City Manager

Date: August 11, 2014



# Policy Report

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## ISSUANCE OF TAX NOTES

### ISSUE

Consider an ordinance authorizing the issuance of tax notes in the amount of \$5,500,000 to provide funding for street improvements plus debt issuance costs.

### OPTIONS

1. Consider approval of an ordinance to authorize the issuance of tax notes at the September 16, 2014 Regular Agenda Meeting.
2. Do not approve the issuance of tax notes.

### RECOMMENDATION

Option No. 1 – Consider an ordinance authorizing the issuance of tax notes in the amount of \$5,500,000 for street improvements plus debt issuance costs. If Council concurs, staff will present an ordinance at the September 16, 2014 Regular Agenda Meeting.

### COUNCIL GOAL

Financially Stable City Government with Tax Base that Supports Community Needs

### BACKGROUND

Tax notes will not increase the General Obligation Debt Service tax rate because of savings realized from the commercial paper program. Staff is requesting Council to authorize the issuance of tax notes in the amount of \$5,500,000 to fund street improvements and pay issuance costs.

### CONSIDERATION

Approval of this request will provide additional funding for infrastructure improvements with no impact to the General Obligation Debt Service tax rate.

**ATTACHMENT**

None.

Submitted By:

David Schuler  
Managing Director for Financial Services

Date: August 11, 2014

Approved By:

William E. Dollar  
City Manager

Date: August 11, 2014



# Policy Report

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## LAND AND BUILDING PURCHASE FOR GARLAND POWER & LIGHT TRANSMISSION ENGINEERING AND COMPLIANCE

### ISSUE

Garland Power & Light (GP&L) is requesting approval to purchase a 6,000 square-foot office building on 0.9637 acres of land located at 510 W. Avenue B in Garland for a not-to-exceed amount of \$545,000 in order to accommodate and consolidate the officing of GP&L's transmission engineering and compliance personnel.

### OPTIONS

- (1) Authorize the approval and ratification of a contingency contract for the purchase a 6,000 square-foot office building on 0.9637 acres of land located at 510 W. Avenue B in Garland for a not-to-exceed amount of \$545,000.
- (2) Do not approve.

### RECOMMENDATION

Staff recommends that Council consider approval of option number one for the purchase of said office building and property. This item is scheduled for formal approval at the August 19, 2014 Regular Session.

### COUNCIL GOAL

Consistent Delivery of Reliable City Services

### BACKGROUND

As Garland Power & Light (GP&L) increases its presence in constructing, owning, and maintaining transmission facilities, as well as responding to regulatory compliance requirements for transmission assets and service, additional transmission personnel positions have been filled by GP&L to meet these demands. GP&L's Transmission & Distribution (T&D) building does not have sufficient space for this additional staffing. In addition, transmission compliance staff is currently spread across several locations. GP&L has been planning for a new T&D building for many years in response to space limitations and the age and condition of the existing T&D building. However, the

LAND AND BUILDING PURCHASE FOR GARLAND POWER & LIGHT  
TRANSMISSION ENGINEERING AND COMPLIANCE

Page 2

acquisition of this land and associated building is more cost effective than constructing a new T&D building.

An independent appraisal of the building and land was performed. The appraiser's opinion of market value for the building and land as of July 25, 2014 was \$581,000.

**CONSIDERATION**

The acquisition of the 6,000 square-foot office building on 0.9637 acres of land located at 510 W. Avenue B in Garland will allow GP&L to accommodate and consolidate transmission engineering and compliance personnel into one location, as well as provide a more cost effective alternative to constructing a new T&D building.

**ATTACHMENT**

None

Submitted By:

Jeff Janke  
Senior Managing Director of  
Garland Power & Light

Date: August 11, 2014

Approved By:

William E. Dollar  
City Manager

Date: August 11, 2014



**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®**  
**COMMERCIAL CONTRACT OF SALE**

*[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]*

This Commercial Contract of Sale, and all duties and responsibilities herein, is contingent upon the formal approval of this contract by the Garland City Council. In consideration of the agreements contained in this Commercial Contract of Sale (the "**Contract**"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

**1. PARTIES.** The parties to this Contract are:

**Seller:** Exceptional Enterprises, LLC

**Address:** 3529 Enclave Trail

Plano, TX 75074-7513

**Phone:** 214 909 0856 **Fax:** \_\_\_\_\_

**Email:** Kaleemak@msn.com

**Purchaser:** City of Garland, a Texas home-rule municipality

**Address:** 217 N 5th Street

Garland, TX 75040

**Phone:** 972.205.3532

**Fax:** \_\_\_\_\_

**Email:** dcline@gpiltexas.org

**2. PROPERTY.** The address of the Property is:

510 W. Avenue B, Garland, TX 75040

\_\_\_\_\_, Texas \_\_\_\_\_

The Property is located in Dallas County, Texas, the land portion of which is further described as:

OLD TOWN GENERAL STORE

BLK 1 LT 2 ACS 0.9636

or as described in **Exhibit "A", LEGAL DESCRIPTION** and/or shown on **Exhibit "B", SITE PLAN**. The Property includes, all and singular, all improvements and fixtures situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way (such land, improvements, fixtures, rights and appurtenances being collectively herein referred to as the "**Property**").

Seller's Initials

KAA

Purchaser's Initials

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### 3. PURCHASE PRICE.

**A. Amount and Payable.** The purchase price for the Property is \$545,000.00 (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) *[Check only one]*:

- ☒ (1) All in cash (meaning Good Funds, as defined in Section 4F below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.
- (2) Part in cash (Good Funds), in the following amount or percentage *[Check only one]*:
- (a) \$ \_\_\_\_\_.
- (b) \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Purchase Price.

If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming an existing promissory note secured by the Property, or taking the Property subject to an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.

**B. Adjustment.** The Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing *[Check only one]*: \$ \_\_\_\_\_ per acre; or \$ \_\_\_\_\_ per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless this box is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area [as defined in Section 5A (Survey)] of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3B to less than \$ \_\_\_\_\_.

### 4. EARNEST MONEY AND TITLE COMPANY ESCROW.

**A. Title Company.** The Title Company to serve as escrow agent for this Contract is (the "Title Company"):

Fidelity National Title  
5430 LBJ Freeway Ste 260  
Dallas, Texas 75240

**B. Effective Date.** The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract and the Purchaser's written notice that it is electing to exercise its option to purchase the Property under the terms of the Lease, as indicated by the signature block for the Title Company.

**C. Earnest Money.** Within two (2) Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of \$ \_\_\_\_\_ (the "Earnest Money").



Money") payable to the Title Company, in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.

The Title Company shall deposit the Earnest Money in one or more fully insured accounts in one or more federally insured banking or savings institutions. Purchaser hereby instructs the Title Company to promptly deposit the check upon receipt (which instruction may not be retracted without Seller's written consent). After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest bearing account unless this box is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

**D. Independent Consideration.** Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of \$100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

**E. Escrow.** The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

**F. Definition of Good Funds.** "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

## 5. SURVEY AND TITLE.

### A. Survey. Within twenty (20) days after the Effective Date *[Check only one]*:

Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.

Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense.

Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed \$\_\_\_\_\_.

- ☒ Seller shall deliver to Purchaser a copy of the most recent existing survey (the "Survey") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

the Title Company requires a new survey for any reason, then Purchaser shall pay for the cost of the new Survey, and *[check only one]*: ☒ Seller will not be required to pay for any portion of the cost of the new Survey; or Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed \$ N/A

Seller's Initials \_\_\_\_\_

Purchaser's Initials 

Any new Survey must:

- (1) be prepared by a Registered Professional Land Surveyor;
- (2) be in a form reasonably acceptable to Purchaser and the Title Company;
- (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (6) contain the surveyor's certificate that the Survey is true and correct; and
- (7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
  - (a) buildings,
  - (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
  - (c) streets and roads,
  - (d) 100-year flood plain (approximate location),
  - (e) improvements,
  - (f) encroachments,
  - (g) easements,
  - (h) recording information of recorded easements,
  - (i) pavements,
  - (j) protrusions,
  - (k) fences,
  - (l) rights-of-way, and
  - (m) any markers or other visible evidence of utilities.

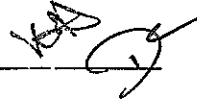
Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as defined by the Federal Emergency Management Agency or other applicable governmental authority. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below), then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "**Net Land Area**" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) *[Check all that apply]:*

- ☒ utility easements;
- ☒ drainage easements;
- ☒ access easements;
- ☒ rights-of-way;
- ☒ 100-year flood plain; and
- ☒ any encroachments on the Property.

Seller's Initials \_\_\_\_\_

Purchaser's Initials 

**B. Title Commitment.** Within twenty (20) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

- (1) A title commitment (the "**Title Commitment**") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "**Title Policy**") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and
- (2) the following (collectively, the "**Title Documents**");
  - (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment;
  - (b) a current tax certificate;
  - (c) any written notices required by applicable statutes, including those referenced in Section 17; and
  - (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

## 6. REVIEW OF SURVEY AND TITLE.

**A. Title Review Period.** Purchaser will have 15 days (the "**Title Review Period**") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "**Permitted Exception**." The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

**B. Cure Period.** If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within ten (10) days (the "**Cure Period**") after receipt of the objections. However, Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven (7) days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

**C. New Items.** If any new items are disclosed by any updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have fifteen (15) days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the new items. If Purchaser timely delivers any written objections as to the new items to Seller, then Seller shall make a good faith attempt to cure the objections to the new items within ten (10) days (the "**Additional Cure Period**") after receipt of the objections as to the new items. However, Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



on or before the earlier to occur of: (1) that date that is seven (7) days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

**D. Return of Earnest Money or Waiver.** If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

## **7. SELLER'S REPRESENTATIONS.**

**A. Statements.** Seller represents to Purchaser, to the best of Seller's knowledge, as follows:

(1) **Title.** At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 12 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) **Leases.** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) **Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) **Litigation.** There is no pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

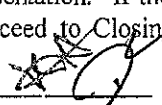
(5) **Material Defects.** Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.

(6) **Hazardous Materials.** Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

**B. Remedies.** If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing without waiving any claim for

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

**C. Negative Covenants.** After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice thirty (30) days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

**8. NONCONFORMANCE.** Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of pending zoning changes and/or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose same to Purchaser.

**9. INSPECTION. [Check only one]**

☒ **A. Inspection Desired.** Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described in Addendum C, INSPECTION.


**B. Inspection Not Necessary.** Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, and any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations expressed in this Contract.

**10. CASUALTY LOSS AND CONDEMNATION.**

**A. Damage or Destruction.** All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within ten (10) days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller's expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "**Material Extent**" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_





if applicable] ☐ with the survey exception modified at Seller's expense to read "any shortages in area," or ☒ with the survey exception modified at Purchaser's expense to read "any shortages in area;"

(3) A Bill of Sale conveying the personal property, if any, including, but not limited to, any described on **Addendum A, IMPROVED PROPERTY**, free and clear of liens, security interests and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

(4) Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

(5) An executed assignment of all leases, if there are any leases affecting the Property;

(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

**C. Purchaser's Closing Obligations.** At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) The Note and the Deed of Trust, if **Addendum B-2, SELLER FINANCING**, is attached;

(3) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

**D. Closing Costs.** Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

**E. Prorations .** Rents, lease commissions, interest on any assumed loan, insurance premiums on any transferred insurance policies, maintenance expenses, operating expenses, standby fees, and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing. Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



**F. Rollback Taxes.** If any Rollback Taxes are due before the Closing due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. If this sale or a change in use of the Property or denial of any special use valuation of the Property after the Closing would result in the assessment after the Closing of additional taxes and interest applicable to the period of time before the Closing ("Rollback Taxes"), then: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; unless (2) this box ☐ is checked, in which case Seller shall give a credit to Purchaser at the Closing for the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the Closing as reasonably estimated by the Title Company, and Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. If Seller gives a credit to Purchaser for the estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser.

**G. Loan Assumption.** If Purchaser assumes an existing mortgage loan, or takes the Property subject to an existing lien, at the Closing, Purchaser shall pay: (1) to the lender, any assumption fee charged by the lender; (2) to the lender, reasonable attorney's fees charged by the lenders' attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender's written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.

**H. Foreign Person Notification** If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

### 13. DEFAULT.

**A. Purchaser's Remedies.** If Seller fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Seller will be in default and Purchaser may elect to either: (1) enforce specific performance of this Contract (force Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived any other remedies available to Purchaser and the Earnest Money will be returned to Purchaser.

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default unless this box ☐ is checked, in which case Purchaser may sue Seller for damages. If the box is checked to allow Purchaser to sue Seller for damages, then Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.

**B. Seller's Remedies.** If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as

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Purchaser's Initials \_\_\_\_\_

liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default unless one of the following remedies is selected, in which case Seller may sue Purchaser: to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or for damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for damages, then Seller must elect to either receive the Earnest Money as liquidated damages or pursue one of the other selected remedies at the beginning of any legal action initiated by Seller.

#### 14. AGENCY DISCLOSURE.

**A. Agency Relationships.** The term "**Brokers**" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. *[Each broker check only one]*

(1) The Principal Broker is: ☒ agent for Seller only; or agent for Purchaser only; or an intermediary.

(2) The Cooperating Broker is: agent for Seller only ☒ agent for Purchaser only; or an intermediary.

**B. Other Brokers.** Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.

**C. Fee Sharing.** Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 15 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

**D. Intermediary Relationship.** If either of the Brokers has indicated in Section 14A (Agency Relationships) that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and the Brokers may also be paid a fee by Purchaser. **A broker is required to treat each party honestly and fairly and to comply with the Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:**

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

Broker is authorized to appoint, by providing written notice to the parties, one or more licensees associated with Broker to communicate with and carry out instructions of one party, and one or more other licensees associated with Broker to communicate with and carry out instructions of the other party or parties. During negotiations, an appointed licensee may provide opinions and advice to the party to whom the licensee is appointed.

#### 15. PROFESSIONAL SERVICE FEE.

**A. Payment of Fee.** Seller agrees to pay the Brokers a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:

Seller shall pay six percent (6%) of the total sales price as the Fee. To be split equally with three percent (3%) to the Principal Broker and three percent (3%) to the Cooperating Broker. The Fee shall be paid at the time of closing.

The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Brokers in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Brokers out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.

The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller. If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the Earnest Money or any other escrow deposit made pursuant to this Contract.

**B. Consent Required** Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.

**C. Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Section 15 and any other commission agreements referenced in this Contract or applicable to the transaction

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

contemplated by this Contract. This disclosure is hereby incorporated in any such commission agreements.

## 16. MISCELLANEOUS PROVISIONS.

**A. Definition of Hazardous Materials.** "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

**B. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; or (3) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

**C. Termination.** If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; (2) Purchaser shall return to Seller any reports or documents delivered to Purchaser by Seller; and (3) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 16C will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 16C to the extent of any conflict.

**D. Forms.** In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.

**E. Attorneys' Fees.** The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.

**F. Integration.** This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superceded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

**G. Survival.** Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

**H. Binding Effect.** This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



**I. Time for Performance.** Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

**J. Business Day.** If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday.

**K. Right of Entry.** After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

**L. Governing Law.** This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

**M. Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

**N. Broker Disclaimer.** The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Brokers harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys' fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property, Seller's concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers' liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser's own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.

**O. Counterparts.** This Contract may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will, collectively, constitute one agreement.

**P. Patriot Act Representation.** Seller and Purchaser each represent to the other that: (1) it is

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

**Q. Exchange.** Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party's exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

## 17. STATUTORY NOTICES.

**A. Abstract or Title Policy.** At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

**B. Notice Regarding Unimproved Property Located in a Certificated Service Area** If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.

**C. Special Assessment Districts.** If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

**D. Property Owners' Association.** If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

**E. Notice Regarding Possible Annexation.** If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

**F. Notice Regarding Coastal Area Property.** If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

**G. Gulf Intracoastal Waterway Notice.** If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

**H. Notice for Property Located in an Agricultural Development District.** If the Property is located in an agricultural development district, then in accordance with §60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

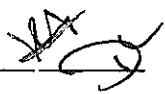
**I. Disclosure of Dual Capacity as Broker and Principal. [Complete if applicable].**

N/A is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Purchaser and as a principal in this transaction, as he or she may be the Purchaser (or one of the owners of the Purchaser after any assignment of this Contract).

N/A is a licensed Texas real estate broker and is acting in a dual

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



capacity as broker for the Seller and as a principal in this transaction, as he or she may be the Seller (or one of the owners of the Seller).

## 18. DISPUTE RESOLUTION.

**A. Mediation.** If any dispute (the "**Dispute**") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven (7) days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within fourteen (14) days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than thirty (30) days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.

**19. CONSULT AN ATTORNEY.** This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser's  
attorney is: \_\_\_\_\_

Seller's  
attorney is: \_\_\_\_\_

**20. EXHIBITS AND ADDENDA.** In the event of a conflict between the terms of this contract and any exhibit attached hereto, the terms of the exhibit shall control. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes *[check all that apply]*:

- |                                     |              |                                      |
|-------------------------------------|--------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Exhibit "A"  | Legal Description                    |
| <input checked="" type="checkbox"/> | Exhibit "B"  | Site Plan                            |
|                                     | Exhibit "C"  | _____                                |
|                                     | Addendum A   | Improved Property                    |
|                                     | Addendum B-1 | Third Party Financing                |
|                                     | Addendum B-2 | Seller Financing                     |
|                                     | Addendum B-3 | Existing Loan                        |
| <input checked="" type="checkbox"/> | Addendum C   | Inspection                           |
|                                     | Addendum D   | Disclosure Notice                    |
|                                     | Addendum E   | Lead Based Paint                     |
| <input checked="" type="checkbox"/> | Addendum F   | Information About Brokerage Services |
|                                     | Addendum G   | Additional Provisions                |
|                                     | Addendum H   | _____                                |

**21. CONTRACT AS OFFER.** The execution of this Contract by the first party to do so

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

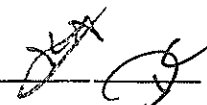
constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party within 3 days after the date this Contract is executed by the first party, then the first party may withdraw that offer by delivering a written notice to the other party at any time before the other party accepts that offer, in which case the Earnest Money, if any, will be returned to Purchaser.

**22. ADDITIONAL PROVISIONS.** *[Additional provisions may be set forth below or on any attached Addendum].*

All items in the building at time of contract execution shall remain in the building and be part of the sales transaction. This includes but is not limited to: furniture, cubicles, wiring, security system, etc.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



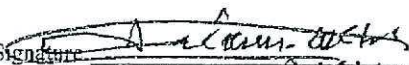
This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).


**SELLER:**

Exceptional Enterprises, LLC

**PURCHASER:**

City of Garland, a Texas home-rule municipality

By: (Signature)   
Name: KALEEM ARKHAR  
Title: Pres./Owner

By: (Signature)   
Name: Darrell Cline  
Title: Director Finance & Accounting - GPH

By: (Signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: (Signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Tax I.D. No: 32045961276  
Date of Execution: \_\_\_\_\_

Tax I.D. No: 756000534  
Date of Execution: \_\_\_\_\_

**PRINCIPAL BROKER:**

Engvest  
Commercial  
Realty




By: (Signature) \_\_\_\_\_  
Name: Daniel C. Eng  
Title: President

Address: 7005 Chase Oaks Blvd Ste 200, Plano TX

Telephone: 469-916-8888 Fax: \_\_\_\_\_  
Email: Daniel@engvest.com  
TREC License No.: 514529

**COOPERATING BROKER:**

TCS Central Region GP LLC  
d/b/a/ Transwestern

By: (Signature)   
Name: Joe Whitmer  
Title: Senior Vice President

Address: 5001 Spring Valley Road, Suite 400W  
Dallas, Texas 75244

Telephone: 214-446-4556 Fax: 972-361-1154  
Email: joe.whitmer@transwestern.com  
TREC License No.: 550906



**TITLE COMPANY RECEIPT:** The Title Company acknowledges receipt of this Contract and Purchaser's written notice of its intent to exercise its option to purchase the property on \_\_\_\_\_ (the **Effective Date**). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

**TITLE COMPANY:**

Fidelity National Title

By: (Signature) \_\_\_\_\_

Name: Phil Shea

Title: Executive Vice President

Address: 5430 LBJ Freeway, Ste 260  
Dallas, TX 75240

Telephone: 214-957-8731 Fax: 972-770-2112

Email: pshea@fnt.com

*PERMISSION TO USE: This form is provided for use by members of the North Texas Commercial Association of Realtors<sup>®</sup>, Inc. ("NTCAR") and members of the North Texas Commercial Association of Real Estate Professionals, Inc. Permission is given to make limited copies of the current version of this form for use in a particular Texas real estate transaction. Please contact the NTCAR office to confirm you are using the current version of this form. Mass production, or reproduction for resale, is not allowed without express permission. Any changes to this form must be made in a manner that is obvious. If any words are deleted, they must be left in the form with a line drawn through them. If changes are made that are not obvious, they are not enforceable.*

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ 

Seller's Initials \_\_\_\_\_

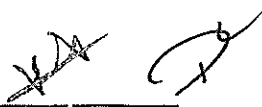
Purchaser's Initials                      

Exhibit "A"

- 1: OLD TOWN GENERAL STORE
- 2: BLK 1 LT 2 ACS 0.9636
- 3:
- 4: INT201200125543 DD04242012 CO-DC
- 5: 4234600100200 2CG42346001

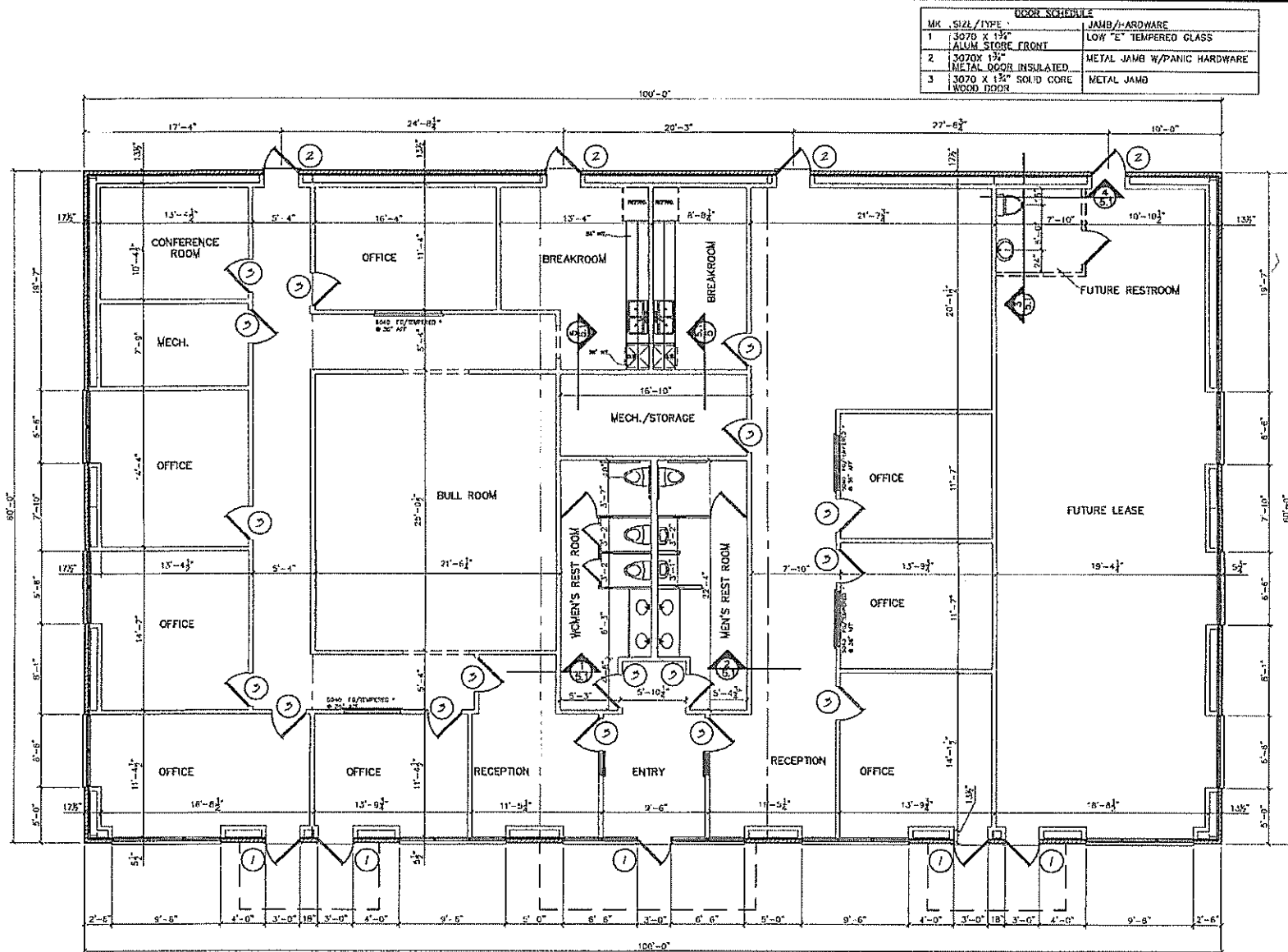
Handwritten signature or initials, possibly "Ken" or "C", located in the bottom right corner of the page.

## Exhibit "B"

### Floor Plan and/or Site Plan

[The remainder of this page was intentionally left blank]

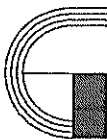
Handwritten signature or initials in the bottom right corner.



REVISED

OLD TOWN GENERAL STORE ADDITION  
LOT 2, BLOCK A, 0.989 ACRES

Charles D. Shearer Design, Inc.  
1200 W. State Street  
Gorland, Texas 75040  
972.485.5715



DATE: 2/12/08  
SHEET: A1.1





NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

ADDENDUM C TO COMMERCIAL CONTRACT OF SALE

INSPECTION

Property address or description: 510 W Avenue B

1. **Inspection Period.** Purchaser will have a period of 30 days after the Effective Date (the "**Inspection Period**") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (1) permitted use and zoning of the Property; (2) core borings; (3) environmental and architectural tests and investigations; (4) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (5) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property.

2. **Reports.**

A. Within 30    days after the Effective Date, Purchaser may at its sole cost and expense obtain a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Purchaser's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 16A of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.

B. Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession or control of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three year period before the Effective Date.

C. If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plats, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

3. **Termination.** If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser. Purchaser's reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser's decision to terminate this Contract.

Seller's Initials                     

Purchaser's Initials           *AS*


**4. Acceptance.** If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser agrees to purchase the Property in its current "**AS IS**" condition without any further representations of Seller, this Contract will continue in full force and effect, and the parties shall proceed to the Closing. This provision does not, however, limit or invalidate any express representations Seller has made in this Contract.

**5. Reimbursement.** If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, then Seller shall reimburse Purchaser for Purchaser's actual, out-of-pocket expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed \$10,000.

**6. Restoration.** If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®**

**ADDENDUM F TO COMMERCIAL CONTRACT OF SALE**

**INFORMATION ABOUT BROKERAGE SERVICES**

Property address or description: 510 W Avenue B

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

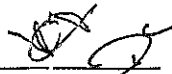
- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_





# **Policy Report**

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## **REVISION TO SECTION 26.01 – UNATTENDED VEHICLES IN PUBLIC PLACES**

### **ISSUE**

The City of Garland Police & Code Compliance Departments enforce the provisions of Section 26.01 of the Code of Ordinances as it relates to vehicles that remain unattended in public places in excess of forty-eight (48) hours. The propose revisions to Section 26.01 address concerns brought by recent litigation and are recommended by the City Attorney's Office.

### **OPTIONS**

- 1) Approve the revisions to Chapter 26.01.
- 2) Reject the revisions to Chapter 26.01.

### **RECOMMENDATION**

Staff recommends that Council approve the suggested revisions to Chapter 26.01. If Council concurs, this item will be scheduled for formal consideration at the September 2, 2014 Regular Meeting.

### **COUNCIL GOAL**

Defends Rightful Powers of Municipalities  
Consistent Delivery of Reliable City Services

### **BACKGROUND**

The Community Services Committee reviewed the draft ordinance on July 14, 2014 and approved the changes unanimously.

The revisions to subsections (A) and (B) specifically designate the enforcement authority for Section 26.01. The ordinance revision broadens the regulatory authority of unattended vehicles in public places by including "other designated city officials."

## SECTION 26.01 UNATTENDED VEHICLES IN PUBLIC PLACES

Page 2

The revisions proposed in subsection (C), (E), and (F) all relate to notification methodology to the impounded vehicle's owner. The added language follows current City of Garland practices and tracks the Texas Transportation Code.

### **CONSIDERATION**

The proposed draft ordinance is attached.

Submitted By:

Richard T. Briley  
Managing Director  
Health & Code Compliance

Date: August 12, 2014

Approved By:

William E. Dollar  
City Manager

Date: August 12, 2014

# CHAPTER 26

## POLICE—MISCELLANEOUS PROVISIONS AND OFFENSES

### ARTICLE I. IN GENERAL

#### Sec. 26.01 Unattended vehicles in public places

(A) No person shall allow a vehicle to remain unattended in any place maintained by any governmental entity for a period of time in excess of forty-eight (48) hours. ~~After such period of time, if the owner thereof cannot be located by reasonable effort, such vehicle may be impounded. The occasional movement of a vehicle within the same public area for the purpose or effect of evading the restriction imposed by this subsection shall not toll the running of the forty-eight hour period prescribed herein. A peace officer or other city official designated to enforce parking laws and regulations may take into custody any vehicle found to be in violation of this subsection (A). Prior to taking a violating vehicle into custody, a notice of violation shall be securely attached to the vehicle for a minimum of forty-eight hours, specifying the violation, the date, the approximate time, and the location of the violation.~~

(B) No person shall park a vehicle in any place maintained by any governmental entity unless such vehicle is currently in operable condition ~~and or~~ in a state of good repair. ~~A peace officer or other city official designated to enforce parking laws and regulations may take into custody any vehicle found to be in violation of this subsection (B).~~

(C) For the purposes of this section:

(1) *Vehicle* means and includes a motor vehicle, trailer, wagon, boat or other similar item.

(2) *Place maintained by any governmental entity* means and includes, but is not limited to, a street, alley, highway, park or public parking area including the grounds of a public school.

(3) *State of good repair* means the absence of such items as broken glass, substantial body damage (including, but not limited to, crushed or missing fenders, body panels, doors, hoods, or trunk deck) or missing parts otherwise necessary for operable condition.

(4) *Currently in operable condition* means presently capable of being lawfully operated on the streets and highways of this state; being currently registered with proper license plates displayed; having a current safety inspection; and being in running condition without the necessity of first being repaired such as, but not limited to, the inflating of tires or charging of the battery.

~~(5) The affixing of a legible notice to the vehicle regarding the prohibitions of this section shall be deemed to be a reasonable effort to locate the owner.~~

(D) This section shall not apply to storage or repair facilities owned, operated or maintained by a governmental entity. Nothing contained in this section shall be construed to restrict or prevent the immediate removal of a vehicle in such cases otherwise allowed by law.

(E) If the City takes into custody a motor vehicle in violation of the Code, it shall notify not later than the tenth day after taking the motor vehicle into custody, by certified mail, the last known registered owner of the motor vehicle and all lienholders of record pursuant that the vehicle has been taken into custody. The notice shall describe the year, make, model, and vehicle identification number of the motor vehicle, set forth the location of the facility where the motor vehicle is being held, inform the owner and any lienholders of their right to reclaim the motor vehicle not later than the twentieth day after the date of the notice, on payment of all towing, preservation, and storage charges resulting from placing the vehicle in custody, or garagekeeper's charges if notice is under Section 683.032 of the Texas Transportation Code and, if the vehicle is a commercial motor vehicle impounded under Section 644.153(q) of the Texas Transportation Code, the delinquent administrative penalty and costs. The notice shall also state that the failure of the owner or lienholders to exercise their right to reclaim the vehicle within the time provided constitutes a waiver by the owner and lienholders of all right, title, and interest in the vehicle and their consent to the sale of the abandoned motor vehicle at a public auction.

(F) If the identity of the last registered owner cannot be determined, if the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, notice by one (1) publication in one (1) newspaper of general circulation in the area where the motor vehicle was abandoned is sufficient notice under this article. The notice by publication may contain multiple listings of abandoned vehicles, shall be published within the time requirements prescribed for notice by certified mail, and shall have the same contents required for a notice by certified mail.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING CHAPTER 26, "POLICE-MISCELLANEOUS", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS, A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That Sections 26.01(A), (B), (C), (E), and (F) of Chapter 26, "Police-Miscellaneous", of the Code of Ordinances of the City of Garland, Texas, are hereby amended in their entirety to read as follows:

**Sec. 26.01. Unattended vehicles in public places**

"(A) No person shall allow a vehicle to remain unattended in any place maintained by any governmental entity for a period of time in excess of forty-eight hours. A peace officer or other city official designated to enforce parking laws and regulations may take into custody any vehicle found to be in violation of this subsection (A). Prior to taking a violating vehicle into custody, a notice of violation shall be securely attached to the vehicle for a minimum of forty-eight hours, specifying the violation, the date, the approximate time, and the location of the violation.

(B) No person shall park or allow a vehicle to remain in any place maintained by any governmental entity unless such vehicle is currently in operable condition or in a state of good repair. A peace officer or other city official designated to enforce parking laws and regulations may take into custody any vehicle found in violation of this subsection (B).

(C) For the purposes of this section:

(1) Vehicle means and includes a motor vehicle, trailer, wagon, boat or other similar item.

(2) Place maintained by any governmental entity means and includes, but is not limited to, a street, alley, highway, park or public parking area including the grounds of a public school.

(3) State of good repair means the absence of such items as broken glass, substantial body damage (including, but not limited to, crushed or missing fenders, body panels, doors, hoods, or trunk deck) or missing parts otherwise necessary for operable condition.

(4) Currently in operable condition means presently capable of being lawfully operated on the streets and highways of this state; being currently registered with proper license plates displayed; having a current safety inspection; and being in running condition without the necessity of first being repaired such as, but not limited to, the inflating of tires or charging of the battery.

. . .

(E) If the City takes into custody a motor vehicle that has been determined to be in violation of the Code, the City shall notify not later than the tenth day after taking the motor vehicle into custody, by certified mail, the last known registered owner of the motor vehicle and all lienholders of record pursuant that the vehicle has been taken into custody. The notice shall describe the year, make, model, and vehicle identification number of the motor vehicle, set forth the location of the facility where the motor vehicle is being held, inform the owner and any lienholders of their right to reclaim the motor vehicle not later than the twentieth day after the date of the notice, on payment of all towing, preservation, and storage charges resulting from placing the vehicle in custody, or garagekeeper's charges if notice is under Section 683.032 of the Texas Transportation Code and, if the vehicle is a

commercial motor vehicle impounded under Section 644.153(q) of the Texas Transportation Code, the delinquent administrative penalty and costs. The notice shall also state that the failure of the owner or lienholders to exercise their right to reclaim the vehicle within the time provided constitutes a waiver by the owner and lienholders of all right, title, and interest in the vehicle and their consent to the sale of the abandoned motor vehicle at a public auction.

(F) If the identity of the last registered owner cannot be determined, if the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, notice by one (1) publication in one (1) newspaper of general circulation in the area where the motor vehicle was abandoned is sufficient notice under this article. The notice by publication may contain multiple listings of abandoned vehicles, shall be published within the time requirements prescribed for notice by certified mail, and shall have the same contents required for a notice by certified mail."

## **Section 2**

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

## **Section 3**

That Chapter 26, "Police-Miscellaneous", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

## **Section 4**

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

**Section 5**

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary



# City Council Item Summary Sheet

☒ **Work Session**

**Date:** August 18, 2014

☐ **Agenda Item**

## Economic Development Incentive – Jupiter Trade Center

### Summary of Request/Problem

IDI, based in Atlanta, and Gazeley, a London based industrial real estate company, formed a new \$3.5 billion logistics property platform in 2013.

IDI Gazeley is evaluating the decision to develop a 472,238 sq. ft. state of the art industrial building designed to accommodate both manufacturers and distribution type companies already existing in the city limits, as well as new users to the North Texas industrial market. With this new industrial construction, IDI Gazeley will create \$17 million Real Estate value in Garland and will bring in a total of \$119,782 to the City annually.

As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide:

- General support for the project
- Chapter 380 Finance Grant – total of \$540,000

### Recommendation/Action Requested and Justification

Council discussion and direction.

**Submitted By:**

**Approved By:**

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

# GARLAND ECONOMIC DEVELOPMENT STEERING COMMITTEE

Project Recommendation to the Garland City Council

July 31, 2014

## **Jupiter Trade Center Project**

IDI, based in Atlanta, and Gazeley, a London-based industrial real estate company, have formed a new \$3.5 billion logistics property platform in 2013. IDI Gazeley constitute one of the largest global players in the logistics property sector with 58 million sf of premier assets and prime land sites to develop an additional 68 million sf of distribution facilities near major markets and transport routes in North America, Europe, and China. Under the Brookfield Logistics Properties umbrella, they are a part of Brookfield, one of the world's largest and most sophisticated owners, operators and investors in real estate, infrastructure, renewable power, and private equity.

IDI Gazeley is evaluating decision to develop a 472,238 sf. state of the art industrial building designed to accommodate both manufacturers and distribution type companies already existing in the city limits, as well as, new users to the North Texas Industrial market. We believe that this new building will lead to a positive impact on growth in employment and tax base, and overall economic development of Garland.

With this new industrial construction, IDI Gazeley will create \$17 million Real Estate value in Garland. This will bring in a total of \$119,782 to the city annually. As part of GEDP's attraction program of encouraging quality development in the City of Garland, the GEDP's EDSC recommends to the Garland City Council the following:

- General support for the project
- Chapter 380 Finance Grant – total of \$540,000

**Committee Member Attendees:** Mayor Douglas Athas, City Council Anita Goebel, GISD President Rick Lambert, GISD Vice President Larry Glick, GISD Trustee Linda Griffin, Chamber Chair Phil Elmore, Chamber Board Chad Brumit and Chamber CEO Paul Mayer

**\* Approved unanimously**

# Jupiter Trade Center Project

<b>City Property Tax Revenue</b>	
Property Tax Revenue	\$ 119,782
BPP Tax Revenue	\$ -
<b>City Sales Tax</b>	\$ -
<b>Total City Tax Revenues</b>	<b>\$ 119,782</b>

**Staff recommendation: Chapter 380 Finance Grant**

**\$540,000**

August 13, 2014

The Honorable Douglas Athas, Mayor of Garland  
And Members of the Garland City Council  
Garland City Hall  
200 N. Fifth Street  
Garland, Texas 75040

Re: Request for Chapter 380 Grant  
Jupiter Trade Center

Dear Mayor Athas and Members of the City Council:

The purpose of this letter is to request a Chapter 380 grant of \$540,000 in order to build a first class manufacturing/distribution center in Garland. We believe that this type of facility will provide expansion opportunities for existing Garland companies, plus draw new companies with a need to employ quality citizens, to your great city. The ability to provide a competitive lease rate structure comparable to other planned and existing facilities located within the DFW Metroplex is critical to the success of this project.

Upon approval of the Chapter 380 grant by the members of the Garland City Council, we will begin the construction process of the planned facility, known as Jupiter Trade Center. We feel many of our design features will be well received by the existing Garland Community and be attractive to new businesses looking to relocate in this area. Features such as drought tolerant landscaping will help minimize the tax on the city's water supply, a white TPO Roof that will reduce the "heat island effect" compared to an existing dark colored roof, and on-site trailer storage allowing for future occupants to park their trailers on-site instead of using city streets.

Since our inception in 1989, IDI Gazeley North America has delivered 100 world –class business parks and developed and acquired 700 warehouse, distribution, and light manufacturing facilities totaling over 170 million square feet. These state-of-the-art buildings, coupled with superior client service from a highly tenured team, make it possible for our clients to improve employee productivity, reduce operational cost and achieve global supply chain efficiencies. Locally, the Dallas Regional Office has constructed over 15 million square feet of industrial property and has developed buildings throughout Texas in areas such as DFW Metro, Houston, and El Paso.

Thank you for considering our above request and we look forward to the opportunity to construct this new facility in Garland. Please do not hesitate to contact me with any questions you may have regarding the plans for our new development.

Sincerely,



John Leinbaugh  
VP – Leasing

cc: Ayako Schuster, Economic Development  
Garland Chamber of Commerce



# City Council Item Summary Sheet

☒ **Work Session**

**Date:** August 18, 2014

☐ **Agenda Item**

## **Campbell Road/President George Bush Turnpike Land Use**

### **Summary of Request/Problem**

In October 2013, Gateway Planning was engaged to prepare a conceptual master plan for the area generally bound by President George Bush Turnpike, Holford Road, and the city limits. At the request of Mayor Douglas Athas, Scott Polikov, President of Gateway Planning, will update Council on the process for the development of this area.

### **Recommendation/Action Requested and Justification**

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar  
City Manager**



# City Council Item Summary Sheet

☒ **Work Session**

**Date:** August 18, 2014

☐ **Agenda Item**

## Request from Cali Saigon Mall

### Summary of Request/Problem

Cali Saigon Mall, located at the northeast quadrant of Jupiter and Beltline Roads, is requesting that the City Council consider approval of 1) a Development Grant Incentive Agreement (sales tax rebate) and 2) an Economic Development Rider (reduction to electric billing demand).

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 \$242,500. 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 service charges for a 3-year period. The utility savings totaled \$50,000.

Mr. Tran, the new owner of Cali Saigon Mall, is making a request to Council 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 is requesting a new Economic Development Rider for a 5-year period. (see included correspondence)

### Recommendation/Action Requested and Justification

Council discussion and direction.

**Submitted By:**

**Martin E. Glenn**  
**Deputy City Manager**

**Approved By:**

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

# DALLAS SUPERSTORE, INC.

May 23, 2014

To: Honorable Douglas Atlas-Garland Mayor

City Council Members:

Dear Garland Mayor, Council Members.

The exciting new Cali Saigon Mall, and the Cali Saigon Mall Owner, Mr. Tran, a wholesale distributor based in California decided to open his 15<sup>th</sup> Mall, Supermarket in the City of Garland.

He has converted an old, run down, bare-boned Asian American shopping area into a beautiful Mall, Cali Saigon Mall has been reborn on June 19, 2013. With a strong financial background, Mr. Tran has chosen the fine City of Garland to rebuild the shopping complex showcasing Asian culture, foods, and services for individuals and families of all nationalities. Cali Saigon Mall provides jobs for over 200 individuals, and also provides individual leasing units for a variety of businesses including Lees Sandwiches.

The focus of the Shun Fat, Inc. is to serve as a vehicle to make sure the City Council is aware of the needs and wants from the Garland Asian American population throughout the city. Additionally, Cali Saigon Mall will attract other retailers to further increase the economic vitality of Garland. The mall targets residents from Garland, Richardson, Plano, Wylie, Sachse, Rowlett, Rockwall and Dallas (estimated 105,000 Asian households) with their goal to promote and educate participants in the local political processes and to serve as ambassadors and messengers for the City of Garland through many educational, family, cultural, Health, Senior, Youth programs all year round.

Cali Saigon Mall will focus on gaining insight and knowledge from everyone in our community as it relates to our City. We will have activities and culture sharing to engage and learn from what the future of our community envisioned for Garland. With this move, Cali Saigon Mall will bring the largest indoor Asian Mall in North Texas, will grow the property value, and increase sales tax to the City.

# DALLAS SUPERSTORE, INC.

In order to make this Asian American indoor shopping mall successful and keep our doors open for everyone to enjoy the facility, we are seeking your support as what was offered in 2008 to the previous Saigon Mall. General support of the city for the project was a five year 100% sales tax rebate. The sales tax rebates under this agreement was \$242,500.00, and out of this amount approximately \$30,000.00 was used in three years.

We respectfully submit this Development Grant Incentive proposal totaling \$210,000.00 or within five years to the City Council for consideration. We sincerely appreciate your serious consideration of the request for Grant Incentive program.

North Texas and local Dallas/Fort Worth households have never experienced the wide variety of education, Cultural programs to be offered by this one of a kind shopping experience with complete indoor and outdoor security. The Mall will be a one stop shopping for all families and a destination shopping experience for those out of town. Since the opening of Cali Saigon Mall, we have either sponsored or hosted the following events:

## **Hosted**

- Community Crime watch seminar for all Tenants on Tuesday, August 13, 2013.
- Children's Full Moon Festival on Saturday, September 14, 2013 with over 2,000 attendees. Over 1000 gifts for children, and expenses totaling \$17,500.
- October 26<sup>th</sup> Health & Safety Awareness Fair, we paid for all Health Screening, Dental checkup, Asian Breast Cancer Awareness, Nutrition Program, Essay, Painting contest, costume contest, Safety-Fire Awareness from Garland Police and Fire department. Our out of pocket expenses was \$2800, and health professionals were provided by Home Healthcare.
- Thanksgiving Sweepstakes on November 23rd, total of more than \$75,000.00 was spent for the Grand Prize, gifts, and gift certificates.
- 2014 Lunar New Year 3 days of Celebration with live fireworks, live music, community highlights, traditional foods, and games. Total expenses \$25,000.
- March 7, 2014 Host and sponsored the Largest Jade Buddha in the world. Expenses was \$5,000 through financial donations, food, and misc. expenses.

## **Supported Events**

- Platinum Sponsor for the Philippine Independence Day Celebration on June 22, 2013.
- \$5,000.00 Gold sponsored for the Heroes of South Viet Nam War memorial Foundation event at the Curtis Culwell Center on July 14, 2013.

# DALLAS SUPERSTORE, INC.

## Financial Supports for Not for Profits

- Organization of Chinese-DFW Chapter
- DFW Asian American Citizens Council
- USPACCC
- The City of Garland CMC
- Miss Amy Wang, a Chinese student Funeral expense
- Thua Thien Hue organization, Elderly association
- Former Vietnamese Armed Force-Veteran association
- City of Garland Summer Nutrition Program
- Taste of Garland
- 16<sup>th</sup> Annual Garland Police Awards Banquet

We have noticed and do realize there is still over \$50,000.00 in un-paid utilities due from previous Investor. When we decided to move and take over, we took a risk for the old run down Saigon Mall. We have already paid a large amount of back taxes along with the previous utility bill. Please consider write off the above mentioned amount.

We are also asking your help to cover and lower the costs of utilities through Economic Development Riders going forward June 1<sup>st</sup>, 2014 or retroactive from June 1<sup>st</sup>, 2013.

## Our proposal:

Time Period	Reduction to Billing Demand
Initial 24 months	40% of Demand
Second 24 months	25% of Demand
Third 12 months	15% of Demand.

Your support and participation in this request for our business would be most appreciated and will enable us to host informative and productive events. Event materials as well as provide door prizes for all the attendees who attend at no financial cost to them. Through the Economic Development Rider we will be giving back to the community at large.

# DALLAS SUPERSTORE, INC.

We hope that the City of Garland will act favorably upon our request for help in complete our community service program at the Cali Saigon Mall.

Please contact us with questions at (626) 774-1645 Michael Huynh or 214-274-4128 Jennifer Nguyen.

We look forward to the opportunity to partner with the City of Garland.

Yours sincerely,



Michael Huynh

General Manager

Cali Saigon Mall – Garland, TX



Jennifer Nguyen

Public Relations

Cali Saigon Mall – Garland, TX