



# GARLAND

## Mission

We serve to grow public trust and a thriving Garland community, today and for the future.

## Vision

Garland will be an engaged and vibrant community that residents proudly call home.

### CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

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

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

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

## PUBLIC COMMENTS ON WORK SESSION ITEMS

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

## CONSIDER THE CONSENT AGENDA

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

## WRITTEN BRIEFINGS

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

### 1. GP&L Transmission Engineering Office Building Lease

*Council is requested to consider a GP&L Transmission Engineering Office Building Lease Agreement. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 17, 2026 Regular Meeting.*

**2. Calling the 2026 General Election for May 2, 2026**

*Council is requested to consider an ordinance ordering a General Election for the City of Garland to be held on May 2, 2026 for the purpose of electing Councilmembers to respectively represent Districts 1, 2, 4, and 5, providing for a run-off election if needed, and providing for other matters relating to the conduct of the election. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 3, 2026 Regular Meeting.*

**VERBAL BRIEFINGS**

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

**3. Introduction of Sarah Washburn, Police Legal Advisor**

*Council will be introduced to Sarah Washburn, the City's new Police Legal Advisor.*

**Presenter: Brian England, City Attorney**

**4. Introduction of Lilly Clarke, Managing Director**

*Council will be introduced to Lilly Clarke, the City's new Managing Director of Human Resources.*

**Presenter: Matthew Watson, Assistant City Manager**

**5. Garland Fire Department and RightSite for Non-emergency Patients**

*Council is requested to consider approval for Garland Fire Department and Garland Police Department Dispatch to contract with RightSite to assist non-emergency patients and improve ambulance availability. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 17, 2026 Regular Meeting.*

**Presenter: Keith Webb, Assistant Fire Chief, Larry Movsik, RightSite**

**6. Agreement with the City of Garland and Parkland ILA Update**

*Council is requested to consider approving the Interlocal Agreement between the City of Garland and Parkland Hospital to launch the Parkland Telehealth Pod pilot program at the South Garland Library. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 17, 2026 Regular Meeting.*

**Presenter: Karen Archibald, Library Director**

**7. Consider an Ordinance Ordering a Special Home-Rule Election**

*Council is requested to consider an ordinance ordering and providing notice of a special home-rule election to be held on May 2, 2026, for the purpose of submitting to the qualified voters a nonbinding proposition regarding the provision of telehealth services by a fee within the City utility bill. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 3, 2026 Regular Meeting.*

**Presenter: Brian England, City Attorney, Mike Betz, Interim City Manager**

**8. Discussion & Final Direction on the 2026 Proposed Capital Improvement Program (CIP)**

*Council will continue the discussion and provide final direction to Staff on the 2026 Proposed Capital Improvement Program (CIP). If changes have been proposed to the CIP by City Council during the discussions in January, Staff will provide an overview of any/all proposed changes received to date.*

**Presenter: Allyson Bell Steadman, Chief Financial Officer**

**9. Travel Expenses Related to Mayor Pro Tem Lucht's Attendance at the 2026 Texas Police Chiefs Association Summit**

*Council will discuss whether to approve, by consensus, travel expenses related to Mayor Pro Tem Lucht's Attendance at the 2026 Texas Police Chiefs Association Summit.*

**Presenter: Margaret Lucht, Mayor Pro Tem**

**ANNOUNCE FUTURE AGENDA ITEMS**

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

**EXECUTIVE SESSION**

The City Council will adjourn into executive session pursuant to sections 551.071, 551.072, and 552.087 of the Texas Government Code to deliberate and discuss the following:

- 10. Discuss or deliberate commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate, stay, or expand in the downtown district of the City, and with which the City is conducting economic development negotiations (551.087); including the potential sale, exchange, or value of real property in the vicinity of W. Avenue A and S. 6<sup>th</sup> Street (551.072); and attorney/client communications related to the same (551.071).**

**ADJOURN**

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

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

1. Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
5. The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
6. Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
7. Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
  - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
  - bidding and pricing information for purchased power, generation, and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
  - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
  - risk management information, contracts, and strategies, including fuel hedging and storage;
  - plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
  - customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

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



GARLAND

# STRATEGIC FOCUS AREAS



Safe Community



Well-Maintained City Infrastructure



Reliable, Cost-Efficient Utility Services



Sound Governance and Finances



Vibrant Neighborhoods and Commercial Centers



Customer-Focused City Services



Growing Economic Base



Future-Focused City Organization



Enhanced Quality of Life through Amenities, Arts and Events



Commercially Thriving Downtown



## GARLAND

### CITY COUNCIL STAFF REPORT

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**Meeting Date:** February 2, 2026

**Title:** GP&L Transmission Engineering Office Building Lease

**Submitted by:** Darrell Cline, General Manager & CEO

**Strategic Focus Area:** Reliable / Cost-Efficient Utility Services

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#### Issue / Summary

GP&L's Transmission Engineering office personnel and activities have grown steadily in the past 5 years. This growth has exceeded the current location's capacity. The current location is inadequate with respect to office, meeting and parking space, and restrooms. A search for new office space within the City of Garland over the last year has yielded 513 N. Plano Road as the most reasonable relocation site.

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#### Background

GP&L's transmission projects and activities have increased steadily over the past 5 years. As a result of this increase in activity and associated personnel, GP&L's current office space at 510 W. Avenue B has become inadequate with multiple personnel sharing offices as well as difficulties in accommodating internal and external meetings. This includes limited meeting rooms, parking space, and restrooms.

Over the past year, GP&L explored multiple office locations. The selected office space at 513 N. Plano Road provided the best combination of space, price, and location. The selected new office location will provide adequate office, meeting and parking space, and restrooms for our immediate and future needs. The building was inspected by City Facilities and from a mechanical, electrical, and plumbing perspective is sound.

In addition to providing space for GP&L's Transmission Engineering group, relocating the group to a new location will allow GP&L to address space constraints at our McIntire and Substation offices via Transmission Engineering's current office space at 510 W. Avenue B.

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#### Consideration / Recommendation

Staff seeks the Council's approval for the Mayor to execute the lease agreement. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the February 17, 2026 Regular Meeting.

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#### Attachments

- A. GPL Transmission Engineering Office Building Lease

# Lease Agreement

## Article I Definitions and Certain Basic Provisions

1.1 The following list sets out certain defined terms and certain financial and other information pertaining to this Lease Agreement ("Lease").

- (a) **"Landlord":** Farkaleet Investments, Inc., a Texas corporation
- (b) **"Landlord's Address":** 10550 Walnut St., Dallas, Dallas County, Texas 75243
- (c) **"Tenant":** City of Garland (Garland Power & Light)
- (d) **"Tenant's Address":** 217 N. 5th St. Garland, TX 75040
- (e) **"Tenant's Trade Name":** None
- (f) **"Tenant's Guarantor":** None
- (g) **"Demised Premises" or "Premises":** Being that certain real property located at 513 N Plano Rd, Garland, TX 75042, and more particularly described by metes and bounds as being a portion of Lot 1, in Block 1, of Walnut Retail Addition No. 3, an Addition to Dallas County, Texas, according to the Plat thereof recorded in Document No. 201100114841, Official Public Records, Dallas County, Texas. The real property, including the land and all improvements on it, including the two-story office building ("Building"), as described in Exhibit "B"
- (h) **"Commencement Date":** Shall be the same as the Effective Date, defined below.
- (i) **"Term":** The term ("Term") of this Lease will be for eighty-eight (88) months, commencing on the Effective Date and ending on a date eighty-eight (88) months later, unless terminated earlier under any provision of this Lease. Landlord's Work means the work that Landlord is obligated to perform as more particularly described on Exhibits "A" and "A-1" attached hereto and made a part hereof. The Landlord's Work shall be deemed to be substantially completed on the date that all Landlord's Work (other than details of construction, mechanical adjustment, or other similar matter that does not materially interfere with Tenant's occupancy of the Premises) has been performed and accepted by Tenant, such acceptance not to be commercially reasonably withheld. Tenant accepts the Premises in its "AS IS" condition following completion of Landlord's Work. Landlord's Work and the work that Tenant is obligated to perform ("Tenant's Improvements") is more fully described in Exhibit "A" and A-1" attached hereto and made a part hereof.
- (j) **"Base Rent":** Tenant will receive four (4) months of abated rent ("Rent Abatement Period") beginning on the Effective Date. The Rent Abatement Period is calculated based on as (i) 2.5 months for Tenant's Improvements and (ii) 1.5 months for Tenant's move-in and occupancy of the Premises. Tenant will pay to Landlord as rent ("Base Rent") for the Premises, equal monthly installments of Nineteen Thousand Eight Hundred Seventy-Five and 16/100 Dollars (\$19,875.16), in advance, on the first day of each month of the Term. On the execution of this Lease, Tenant will pay Landlord the amount of Nineteen Thousand Eight Hundred Seventy-Five and 16/100 Dollars (\$19,875.16), as rent for the first month of the Term following the Rent Abatement Period. Base Rent for any period during the Term that is for less than one month will be a prorated portion of the monthly installment. Base Rent and Additional Rent will be payable without notice or demand and without any deduction, offset, or abatement in U.S. currency to Landlord at the address stated in Section 1.1(b) or at other places as Landlord may designate in writing. Only Base Rent shall be considered "rent" for purposes of this Lease. All other payments and charges due from Tenant to Landlord hereunder, including, without limitation, all Additional Rent, shall be considered expense reimbursement payments and/or pass-through charges.
- (k) **"Additional Rent":** This Lease is what is commonly called a "net lease," which means that Landlord will receive the Base Rent free and clear of any and all impositions, taxes, liens, charges, or expenses in connection with the ownership and operation of the Premises. In addition to the Base Rent, Tenant will pay to Landlord all impositions, property taxes, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the Term. All of these charges, costs, and expenses will constitute Additional Rent (as defined below), and if Tenant fails to pay any of the Additional Rent, Landlord will have the same rights and remedies as otherwise provided in this Lease for the failure to pay Base Rent. Tenant will not be entitled to any abatement of or reduction in rent, except as expressly provided. Any present or future law to the contrary will not alter this agreement of the parties.

(1) Additional Rent shall include Tenant's Share of Operating Expenses, Real Estate Taxes, and Insurance (as such terms are defined and described below). Tenant's initial estimated Share of Operating Expenses, Real Estate Taxes, and Insurance is \$5.00 per square foot annually for a total of \$64,460.00 (\$5,371.67 monthly) with an annual adjustment (as provided in subpart (4) below). These estimates are based on the best available information at the time this Lease was prepared and do not include any anticipated annual adjustments. If it is determined by Landlord, in Landlord's reasonable judgment, that its estimates are incorrect, it may adjust Tenant's estimated payments at any time during the Term. In calculating the amount of Additional Rent, Controllable Expenses (as hereinafter defined) for the second (2nd) year during the Lease Term and thereafter shall not increase by more than four percent (4.0%) over Controllable Expenses for the previous calendar year on a cumulative, compounded basis. However, any increases in Controllable Expenses not recovered by Landlord due to the foregoing limitation shall be carried forward into all succeeding calendar years during the Term (subject to the foregoing limitation) until fully recouped by Landlord. For example, if Controllable Expenses increase by 6% from year 2 to year 3 and increase by 2% from year 3 to year 4, then, for purposes of calculating Additional Rent, the increase from year 2 to year 3 shall be capped at 4%, but the increase from year 3 to year 4 may be adjusted to 4% (2% plus the 2% unrecovered in the previous year's calculation). In no event shall the increase in Controllable Expenses for any year during the Term be greater than 4% over the previous year. The term "Controllable Expenses" means all Operating Expenses excluding expenses relating to the cost of Insurance and Real Estate Taxes (as defined below) and assessments.

(2) Monthly Payment of Additional Rent. For each year of the Term hereof, Tenant shall pay to Landlord, as additional rent ("Additional Rent"), Tenant's Share ("Share") of: (i) all costs of operation and maintenance of the Premises ("Operating Expenses"); (ii) all real estate taxes levied and assessed against the Premises ("Real Estate Taxes"); and (iii) all insurance coverage upon the Premises ("Insurance"). As and for Tenant's Share, as hereinafter defined, such amount shall be payable as Additional Rent in equal monthly installments at the same times as Base Rent is payable hereunder, without demand and without any deduction or setoff whatsoever. Landlord may, at its sole option, adjust Tenant's monthly payments of estimated charges if Landlord, in its reasonable judgment, determines the estimated charges are incorrect.

(3) Definitions. For the purpose of this Section:

(a) "Tenant's Share" shall be a percentage equal to one hundred percent (100.0%) of the rentable square footage of the Premises (because Tenant is occupying the complete Building and Premises);

(b) "Operating Expenses" shall include all expenditures incurred by or on behalf of Landlord in operating, maintaining, repairing or replacing the Premises, including, without limitation, the cost of all of Landlord's assessments, repairs, preventive maintenance, repainting including restriping or repaving of parking lot and access ways, repairing or replacing any streets, curbs or parking lots, roof repairs and replacement, updating and maintenance and replacement of lighting, sanitary control, cleaning, sweeping, removal of ice, snow, trash, rubbish, garbage and other refuse, repair or replacement of awnings, depreciation over a period not exceeding sixty (60) months of machinery, equipment and other assets used in the operation and maintenance of the Premises, repair or replacement of on-site water lines, sanitary sewer lines, storm water lines, gas lines and electrical lines and equipment serving the Premises, all costs, charges and expenses incurred by Landlord in connection with any change of any company providing utility services including without limitation repair, installation, and service costs associated therewith, the cost of fire protection, Landlord's management fees, all Landlord's insurance relating to the Premises as a whole or the operations thereon including, but not limited to, casualty insurance, flood insurance, rent loss insurance, fire insurance, and extended coverage as well as general liability insurance, umbrella liability insurance, bodily injury, public liability, property damage liability, automobile insurance, and any other insurance carried by Landlord in limits selected by Landlord, reasonable reserves for anticipated expenditures, and the cost of all personnel required to supervise, implement, and accomplish all of the foregoing. For purposes of calculating Additional Rent, "Operating Expenses" shall specifically not include expenditures incurred by Landlord to maintain, repair, or replace exterior walls and other structure elements of the Building or capital landscaping expenditures. Notwithstanding the foregoing, the following shall not constitute Operating Expenses: (a) Real Estate Taxes; (b) interest, points and fees on debt or amortization on or for any mortgage or similar security instrument (a "Security Instrument") encumbering the Premises, and all principal, escrow deposits, and other sums paid on or in respect to any indebtedness (whether or not secured by a Security Instrument), and all costs incurred in connection with any financing, refinancing, or syndication of the Premises; (c) costs of capital improvements and any other expenditures that, under generally accepted accounting principles ("GAAP"), should be capitalized, except that Operating Expenses shall include the cost during the Term, as reasonably amortized by Landlord in accordance with GAAP, of any capital improvement; (d) costs of repairing or restoring any portion of the Premises damaged by a fire or other casualty, except to the extent that such costs constitute expenses (as opposed to capital expenditures) under GAAP and do not exceed the amount of the deductible under the policy of casualty insurance maintained (or required to be maintained) by Landlord, or are

not covered or paid for by insurance proceeds; (e) costs of repairs, alterations, or replacements required as the result of the exercise of any right of eminent domain or conveyance in lieu thereof, except to the extent that such costs constitute expenses (as opposed to capital expenditures) under GAAP and are not part of the condemnation award payable to Landlord with respect thereto; (f) costs and expenses incurred in connection with leasing space in the Premises, including, without limitation, leasing commissions and advertising expenses, and legal and other professional fees; (g) costs of correcting defects in the initial construction of the Premises; and (h) fines, interest, charges, penalties, damages, and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any contract or instrument (regardless of whether or not the payment itself is allowed to be included in Operating Expenses), including, without limitation, any legal and other professional fees paid or incurred in connection therewith;

(c) Real Estate Taxes shall include all taxes, assessments, and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits, which shall during the Term hereof be paid, assessed, levied, imposed upon, or become due and payable and Landlord's reasonable expense in obtaining any refund or reduction of Real Estate Taxes, subject only to the following: (i) Franchise, estate, inheritance, succession, capital levy, transfer, federal and state income, and excess profit taxes imposed upon Landlord shall be excluded; and (ii) If at any time during the Term, a tax or excise on rents or other tax, however described, is levied or assessed against Landlord on account of the rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed on land and buildings or on land or buildings, such tax or excise on rents or other tax shall be included within the definition of real estate taxes, but only to the extent of the amount thereof which is lawfully assessed or imposed as a direct result of Landlord's ownership of this Lease or of the Rent accruing under this Lease;

(4). Annual Statement and Adjustment. Within ninety (90) days after the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, Landlord shall supply Tenant with a summary of all costs and expenditures as enumerated above and a determination of Tenant's Share thereof. In the event the amount billed to Tenant shall be less than its Share, the same shall be paid as Additional Rent within ten (10) days after notice of such determination. In the event the amount billed to Tenant exceeds its Share, then such excess shall be applied to the next Base Rent coming due, until fully exhausted (provided, that if such excess is determined after the Lease termination date, then, provided and subject to the condition that Tenant shall not be in default of this Lease, such excess shall be refunded to Tenant). Said summary shall also contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the lease year, if an adjustment is required, which determination shall be based in part on the expenses for the preceding year modified by any known increases in the cost of said services. Failure of Landlord to provide notice of under or overpayment shall not constitute a default by Landlord under this Lease and will not waive any of Landlord's rights to collect such payments or Tenant's obligations hereunder including, but not limited to, Tenant's obligations to pay its Share of all costs and expenditures, but will extend each party's rights until the date notice is given.

(5). Tenant is knowledgeable and experienced in commercial transactions and does hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are commercially reasonable and valid and constitute satisfactory methods for determining such charges and amounts as required by Section 93.012 (assessment of charges) of the Texas Property Code. **TENANT FURTHER VOLUNTARILY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHTS AND BENEFITS OF TENANT UNDER SUCH SECTION, AS IT NOW EXISTS OR AS IT MAY BE HEREAFTER AMENDED OR SUCCEEDED.**

- (l) "Prepaid rental": \$25,246.83, being the Base Rent, Real Estate Taxes and Insurance for the first month of rent owed following the period of abated rent contemplated in Section 1.1(j), such prepaid rental being due and payable upon execution of this Lease.
- (m) "Security deposit": \$0.00, such security deposit being due and payable upon execution of this Lease.
- (n) "Permitted use": The Premises will be used and occupied only for general office.

## Article II

## **Granting Clause**

2.1 Landlord leases the Demised Premises to Tenant upon the terms and conditions set forth in this Lease.

2.2 Prior to the Commencement Date: TENANT ACKNOWLEDGES THAT IT HAS BEEN GRANTED SUFFICIENT OPPORTUNITY TO INSPECT THE PREMISES. TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE PREMISES AND ANY IMPROVEMENTS SITUATED THEREON, SUBJECT TO THE COMPLETION OF THE LANDLORD'S WORK CONTEMPLATED HEREIN, AS SUITABLE FOR THE PURPOSES FOR WHICH THE SAME ARE LEASED IN THEIR PRESENT CONDITION

2.3 The Demised Premises are being leased "AS IS", subject to the completion of the Landlord's Work as contemplated herein, with Tenant accepting all defects, if any, and Landlord makes no warranty of any kind, express or implied, with respect to the Demised Premises (without limitation, Landlord makes no warranty as to the habitability, fitness, or suitability of the Demised Premises for a particular purpose nor as to the absence of any toxic or otherwise hazardous substances). This section 2.3 is subject to any contrary requirements under applicable law, however, in this regard, Tenant acknowledges that it has been given the opportunity to inspect the Demised Premises and to have qualified experts inspect the Demised Premises prior to the execution of this Lease.

## **Article III Rent**

3.1 Base Rent and Additional Rent shall accrue from the fourth month following the Effective Date of this Lease, and shall be payable to Landlord, at Landlord's address.

3.2 Tenant shall pay to Landlord Base Rent in monthly installments in the amounts specified in Section 1.1(j) & (k). The first such monthly installment shall be due and payable upon the execution of this Lease, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as Base Rent for the balance of such month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which is the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall fall bears to the total number of days in such month.

3.3 It is understood that the Base Rent is payable on or before the first day of each calendar month (in accordance with Section 3.2 above), without offset or deduction of any nature. In the event any rental is not received within 5 days after its due date for any reason whatsoever, or if any rental payment is by check which is returned for insufficient funds then in addition to the past due amount, Tenant shall pay to Landlord a late charge in an amount equal to ten percent (10%) of the rental then due, in order to compensate Landlord for its administrative and other overhead expenses. Any such late charge shall be payable as additional rental under this Lease and shall be payable immediately on demand.

3.4 If Tenant fails in two consecutive months to make rental payments within five (5) days after due, Landlord, in order to reduce its administrative costs, may require, by giving written notice to Tenant (and in addition to any late charge or interest accruing pursuant to Section 3.3 above, as well as any other rights and remedies accruing pursuant to Article XVI or Article XVII below, or any other provision of this Lease or at law), that Base Rent and Additional Rent are to be paid quarterly in advance instead of monthly and that all future rental payments are to be made on or before the due date by cash, cashier's check, or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rental as provided in this Lease. Any acceptance of a monthly rental payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

## **Article IV Tenant's Responsibility for Taxes, Other Real Estate Charges and Insurance Expenses**

4.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

4.2 Tenant shall also be liable for all Real Estate Taxes and Insurance related to the Demised Premises. Tenant's obligations under this Section 4.2 shall be prorated during any partial year (i.e. the first year and the last year of the Term).

"Real Estate Taxes" shall include ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents, any tax or charge for governmental services (such as street maintenance or fire protection), and any tax or charge which replaces any of such above-described "real estate charges"; provided, however, that "Real Estate Taxes" shall not be deemed to include any franchise, estate, inheritance, or general income tax. "Insurance" shall include all premiums and other expenses for liability insurance and fire and extended coverage property insurance (plus whatever endorsements or special coverages which Landlord, in Landlord's reasonable discretion may consider appropriate).

4.3 Tenant has no right to protest the real estate tax rate assessed against the Demised Premises and/or the appraised value of the Demised Premises determined by any appraisal review board or other taxing entity with authority to determine tax rates and/or appraised values without the prior consent of Landlord.

## **Article V Use and Care of Demised Premises**

5.1 Tenant shall commence business operations in the Demised Premises within four (4) months following the Effective Date and shall operate its business in an efficient, high class and reputable manner. Tenant shall not at any time leave the Demised Premises vacant but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises is leased. Tenant shall, except during reasonable periods for repairing, cleaning, and decorating, keep the Demised Premises open for business operations with adequate personnel in attendance on all days.

5.2 The Demised Premises may be used only for the purpose or purposes specified in Section 1.1(n) above and for no other purpose.

5.3 Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which creates a risk of toxic or otherwise hazardous substances or which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Demised Premises. All property kept, stored, or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk.

5.4 Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business", "lost-our-lease" or similar sale, nor shall tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store, or a store commonly referred to as a "discount house." The purpose for this restriction is the maintenance of a first-class Demised Premises image, not price regulation, therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class business.

5.5 Tenant shall not permit any reasonably objectionable noises or odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the Building; nor place any antenna, equipment, awning, or other projection on the exterior of the Demised Premises with the exception of security cameras in furtherance of Tenant's security obligations under Section 10.1 of this Lease; nor take any other action which would constitute a nuisance or would disturb or endanger other persons or premises; nor permit any unlawful or immoral practice to be carried on or committed on the Demised Premises; nor do anything which would, in the exclusive, reasonable judgment of Landlord, tend to injure the reputation of the Demised Premises or Landlord.

5.6 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways, and loading areas adjacent to the Demised Premises neat, clean, and free from dirt, rubbish, ice, or snow at all times, to be cleared within a reasonable amount of time following such accumulation of weather. Tenant shall store all trash and garbage within the premises, or in a trash dumpster or similar container approved by Landlord as to type, location, and screening; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Demised Premises.

5.7 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations. In addition, if the nature of Tenant's business makes it advisable for Tenant to take any extra precautions (for example, in the case of a business which is affected by so-called "dram shop" laws, Tenant's compliance with all "dram shop" educational programs and procedures), Tenant shall take all such extra precautions. At Landlord's request, Tenant shall deliver to Landlord copies of all

such permits and licenses and proof of Tenant's compliance with all such laws, ordinances, governmental regulations, and extra precautions.

## **Article VI Maintenance and Repair of Demised Premises**

6.1 Except for the provisions of Articles XII and XIII, Landlord shall have no obligation to make any repairs or improvements to the Demised Premises, except for repairs to the structure of the Building and capital landscaping expenditures or replacement. Tenant shall keep the entire Demised Premises in good, clean, healthful, and habitable condition and shall at its sole cost and expense keep the Demised Premises free from insects, rodents, vermin, and other pests and make all needed repairs and replacements, including, plate glass; windows, doors, and other exterior openings; window and door frames, molding, closure devices locks and hardware, special store fronts; lighting, heating, air-conditioning, plumbing, fire sprinkling / suppression system and HVAC units and system, at Tenant's cost and other electrical, mechanical, and electromotive installation, equipment, and fixtures; signs; and interior painting, replacements of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Article XII and Article XIII. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all lighting, heating, air conditioning, plumbing, and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes, and wiring, and any sewer stoppage located in premises. Prior to Tenant occupancy, Landlord shall deliver the HVAC system in good working order on the Commencement Date and Tenant shall be responsible to maintain said HVAC system throughout the Term. However, should such HVAC system need replacement within the Term of this Lease, such replacement shall be at the sole cost and expense of Landlord.

## **Article VII Alterations**

7.1 Tenant shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of Landlord except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the Demised Premises. Without limiting the generality of the immediately preceding sentence, any installation or replacement of Tenant's heating or air-conditioning equipment must be effected strictly in accordance with Landlord's instructions. All alterations, additions, improvements, and fixtures (including, without limitation, all floor coverings and all heating and air conditioning equipment but excluding Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises as close as reasonably practical to its original condition at Tenant's expense.

7.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, lien-free, and in compliance with all governmental requirements. To the extent allowed by law, Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability, or damages resulting from such construction work performed by Tenant, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability, or damage.

7.3 In the event Tenant uses a general contractor to perform construction work within the Demised Premises, Tenant shall, prior to the commencement of such work, require said general contractor to execute and deliver to Landlord a waiver and release of any and all claims against Landlord and all liens against the Demised Premises to which such contractor might at any time be entitled and to execute and record a Bond to Pay Claims (the "Bond") in accordance with Chapter 53, Subchapter 1 of the Texas Property Code, as such may be amended, superseded, or replaced from time to time. The delivery of the waiver and release of lien within the time period set forth above shall be a condition precedent to Tenant's ability to enter on and begin its construction work at the Demised Premises and, if applicable, to any reimbursement from Landlord for its construction work.

## **Article VIII Landlord's Right of Access**

8.1 Except in the event of an emergency, upon twenty-four (24) hours prior notice, Landlord shall have the right to enter upon the Demised Premises during Business hours and anytime during the construction of improvement for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations, or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, tenants, or lenders. In the event of an emergency,

Landlord shall provide notice as soon as reasonably practical. Due to the nature of Tenant's business operations, access to certain areas within the Demised Premises shall be with an escort from Tenant only.

8.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last 90 days of the Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to any other provision of this Lease.

#### **Article IX Signs; Store Fronts**

9.1 Tenant is allowed to install signage on the Building but Tenant shall not, without Landlord's prior written consent (a) make any changes to or paint the store front; or (b) install any exterior signs, lighting, decorations, or painting. Landlord reserves the right to remove unauthorized signage after notification has been made to Tenant. All signs, decorations, and advertising media shall conform in all respects to all laws, ordinances or other regulations, and the sign criteria established by Landlord for the Demised Premises from time to time in the exercise of its reasonable discretion and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color, and general appearance. All signs pertaining to the Demised Premises shall, at Tenant's sole cost, be kept in good condition and in proper operating order at all times.

#### **Article X Utilities & Security**

10.1 (a) Tenant will pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Premises, together with any taxes. Tenant is responsible for all initial connection charges and security deposits as well as replacement of all electric lights with similar bulbs and wattages. It is Tenant's obligation to contact such utility services for the initial connection to the Premises.

(b) Tenant acknowledges and agrees that Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other injury (including death) or damage suffered or incurred by Tenant or its employees or agents in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises. Subject to Landlord's rights and Tenant's obligations under this Lease, Tenant shall have the right to direct and control security for the Premises including the electronic security system, subject to Landlord's approval of the measures to be taken, such approval not to be unreasonably withheld. Any such security measures taken by Tenant shall not relieve Tenant of its obligation to comply with rules and regulations of the Premises applicable to security. Landlord hereby approves Tenant's installation / use of after-hours card-key access to the Premises, at Tenant's expense, provided that Tenant furnishes Landlord with a set of such card keys, subject to Landlord's Right of Access pursuant to Article VIII.

(c) Landlord shall not be liable for any interruption or failure of utilities or any other service to the Premises, and no such interruption or failure shall result in the abatement of amounts due hereunder or otherwise permit Tenant to terminate this Lease.

#### **Article XI Insurance Coverages**

11.1 Landlord shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense causing the Demised Premises to be insured under standard fire and extended coverage insurance and liability insurance (plus whatever endorsements or special coverages Landlord, in its commercially reasonable discretion may consider appropriate) in an amount equal to the full replacement cost of the Demised Premises or to the extent necessary to comply with Landlord's obligations pursuant to other provisions of this Lease, whichever is greater.

11.2 Tenant shall procure and maintain throughout the term of this Lease a policy or policies of commercial general liability insurance, at its sole cost and expense, causing Tenant's fixtures and contents to be insured under standard fire and extended coverage insurance and, with regard to liability insurance, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Demised Premises, or by the condition

of the Demised Premises. The limits of Tenant's liability policy or policies shall be (a) commercial general liability insurance, including coverage for contractual liability, tenants legal liability, products-completed operations liability, personal injury, bodily injury, property damage, blanket contractual and advertising injury liability with respect to Tenant's use, maintenance and occupancy of the Premises, in amounts of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate for property damage and bodily injury, including death. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least twenty (20) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. Any casualty and liability insurance which may be carried by Tenant shall name Landlord as an additional insured. If Tenant should fail to comply with the foregoing requirement relating to insurance, Landlord may obtain such insurance and Tenant shall pay Landlord on demand as rental hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 1-1/2% per month) from the date of payment by Landlord until repaid by Tenant. Tenant shall also maintain, if required by law, worker's compensation insurance with no less than the minimum limits required by law, and employer's liability insurance with such limits as required by law.

11.3 Landlord and Landlord's agents and employees shall not be liable to Tenant, nor to Tenant's employees, agents, or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Demised Premises or other portions of the Demised Premises becoming out of repair or of any equipment pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a commercially reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Demised Premises or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord. Landlord shall remain liable to the extent any such injury or damage results from the grossly negligent acts or omissions of Landlord or its employees, contractors, or agents. Landlord shall not be held responsible in any way on account of any construction, repair, or reconstruction (including widening) of any private or public roadways, walkways, or utility lines.

11.4 Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees, or concessionaires, or of any other person entering the Demised Premises under express or implied invitation of Tenant, or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this Lease; and, to the extent allowed by law, Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense, or claims arising out of such damage or injury.

11.5 Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under standard fire and extended coverage insurance; provided, however, that this mutual waiver shall be applicable only with respect to a loss or damage occurring during the time when property insurance policies, which are readily available in the marketplace, contain a clause or permit an endorsement to the effect that any such release shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; provided, further, that this release shall not be applicable to the portion of any damage which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage. The release specified in this Section 11.5 is cumulative with any releases or exculpations which may be contained in other provisions of this Lease. This waiver applies only to property damage claims and shall not apply to claims for bodily injury, death, or other non-insurable claims.

## **Article XII**

### **Damages by Casualty**

12.1 Tenant shall give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty. The proceeds of all insurance policies covering the Demised Premises, whether such policies were purchased by Landlord or Tenant, shall be payable to Landlord. In the event that Tenant receives any such insurance proceeds, Tenant shall immediately deliver such proceeds related solely to improvements owned by Landlord, properly endorsed to Landlord; and until such delivery, Tenant shall hold such proceeds in trust for Landlord. Tenant shall retain all proceeds associated with fixtures, signs, personal property and equipment installed by Tenant.

12.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located is destroyed or substantially damaged by a casualty not covered by insurance or (b) such building is destroyed or rendered untenable to an extent in excess of fifty percent

(50%) of the first floor area by a casualty covered by insurance, or (c) the holder of a mortgage, deed of trust, or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust, or other lien, to require the use of all or part of the insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust, or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense.

12.3 Landlord's obligation to rebuild and repair under this Article XII shall in any event be limited to restoring the following (as may be applicable): (a) if this Lease does not include an attached exhibit describing Landlord's initial construction responsibility ("Landlord's Work"), restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant ("Tenant's Work"); or (b) restoring Landlord's Work, as described in the applicable exhibit attached to this Lease (if such an exhibit is attached), to substantially the same condition in which the same existed prior to the casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair, and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if an exhibit describing Tenant's Improvements is attached hereto, all items of Tenant's Improvements described in such exhibit, as the case may be.

12.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises, with such period not to exceed one hundred eighty (180) days, it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Base Rent shall be reduced proportionally to the percentage of usable space of the Demised Premises which Tenant may continue to occupy and use during the period of reconstruction or repair; however, there shall be no abatement of the percentage rental and other charges provided for herein.

12.5 Tenant will make reasonable efforts to continue business operations in undamaged portions of the Demised Premises, if any, provided such operations can be performed safely, lawfully, and without incurring additional cost. Tenant shall have no obligation to operate during repair periods where the Demised Premises are unsafe, inaccessible, or unsuitable for operations.

### **Article XIII Eminent Domain**

13.1 If more than thirty percent (30%) of the floor area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

13.2 If less than thirty percent (30%) of the floor area of the Demised Premises should be taken as aforesaid, this Lease shall not terminate; however, the Base Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an exhibit describing Landlord's Work is attached to this Lease, all necessary repairs within the scope of Landlord's Work as described in such exhibit, as the case may be, required to make the remaining portions of the Demised Premises an architectural whole.

13.3 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises shall be the property of Landlord; and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses, for the loss of Tenant's fixtures and other tangible personal property, or Tenant's leasehold interest if a separate award for such items is made to Tenant.

### **Article XIV Assignment and Subletting**

14.1 Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's written consent, which Landlord will not unreasonably withhold. In the event Tenant wishes to assign or sublet, Tenant will provide current financial statements of the proposed transferee and such other information as Landlord may reasonably require. Landlord shall have fifteen (15) days to give consent, or if consent is not given, to provide an explanation for the reason for withholding such consent. Any attempted assignment, transfer, mortgage, encumbrance, or subleasing

without consent will be void and will constitute a breach of this Lease. Notwithstanding the foregoing, no consent is required in the event the assignment or sublease is to a wholly owned subsidiary, or newly acquired parent company, of Tenant.

14.2 No Release of Tenant. Regardless of Landlord's consent, no assignment or subleasing will release Tenant of its obligation to pay the rent and to perform all of its other obligations for the term of this Lease. The acceptance of rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subleasing will not be deemed consent to any later assignment or subleasing.

14.3 Any assignee or sublessee of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of the Demised Premises, to have assumed all of the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Demised Premises. In the event of an assignment or sublease, Landlord shall have the right to increase the Tenant's insurance requirements contained in this Lease in Landlord's reasonable discretion.

14.4 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings).

14.5 Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Demised Premises.

14.6 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Building containing the Demised Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder shall be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

#### **Article XIV Subordination; Attornment; Estoppels**

15.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter created upon the Demised Premises, and to any renewals and extensions thereof, but Tenant agrees that any mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease. The terms of this Lease are subject to approval by Landlord's lender(s), and such approval is a condition precedent to Landlord's obligations hereunder. Within ten (10) days after written request, Tenant agrees to hereafter execute such further instruments subordinating this Lease as Landlord may request and such attornment agreement as Landlord's mortgagee may request. Upon any foreclosure of a lien against all or any portion of the Demised Premises, or the acceptance of a deed in lieu thereof, Tenant hereby agrees to attorn to the purchaser at any such foreclosure sale or deed in lieu thereof at any time or from time to time thereafter upon the request and at the sole and exclusive option of such purchaser.

15.2 Tenant agrees to furnish copies of any default or similar notices delivered by Tenant to Landlord hereunder at the same time to each holder of a lien, now or at any time and from time to time hereafter, against all or any portion of the Demised Premises, provided that Tenant has been afforded written notice of the name and address of such holder. Each such holder shall have the right (but not the obligation) to cure any default by Landlord within the same time period afforded Landlord to cure any such default, plus such additional period of time thereafter as may be reasonably necessary for such holder to cure such default.

15.3 Tenant shall within ten (10) days after written notice from Landlord, execute, acknowledge, and deliver to Landlord, any party interested in buying the Premises, and any party interested in making a loan secured by the Premises, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (ii) acknowledging that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (iii) setting forth such other statements with respect to this Lease as may be requested by Landlord or Landlord's lender. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

#### **Article XVI**

## **Default by Tenant and Remedies**

16.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of rental or any other obligation under this Lease involving the payment of money and such failure shall continue for a period of five (5) days after written notice thereof to Tenant; provided, however, that for each calendar year during which Landlord has already given Tenant one written notice of the failure to pay an installment of rental, no further notice shall be required (i.e. the event of default will automatically occur on the fifth day after the date upon which the second late rental payment was due).

(b) Tenant shall fail to comply with any provision of this Lease, other than as described in subsection (a) above, and either shall not cure such failure within fifteen (15) days after written notice thereof to Tenant, or shall cure that particular failure but shall again fail to comply with the same provision of the Lease within three (3) months after Landlord's written notice.

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or if Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease thereunder.

(e) A receiver or trustee shall be appointed for Tenant's leasehold interest in the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

(f) Tenant shall desert or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premises or at any time prior to the last month of the Term shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises or upon all or any part of the Demised Premises.

16.2 Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies:

(a) Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the event of default plus interest on such amount at the maximum contractual rate which could legally be charged in the event of a loan of such amount to Tenant (but in no event to exceed 1-1/2% per month); and Landlord may pursue a monetary recovery from Tenant.

(b) Without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible by law to insure performance by Tenant of Tenant's covenants and obligations under this Lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open for business as required in this Lease or, having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of the Demised Premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this Lease, without any obligation to relet; however, if Landlord does, at its sole discretion, elect to relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (b). Tenant hereby acknowledging that Landlord shall otherwise be re-letting as Tenant's agent and Tenant furthermore hereby agreeing to pay Landlord on demand any deficiency that may arise between the monthly Base Rent and other charges as provided in this Lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in subsection (b) of Section 16.1 of this Lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in subsection (g) of Section 16.1 of this Lease, Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all costs and expenses actually and reasonably incurred in connection with any such action with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action.

(c) Landlord may terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any late charge or interest which may have accrued under this Lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord suffers by reason of any termination effected pursuant to this subsection (c), said loss and damage to be determined by either of the following alternative measures of damages:

- (i) Until Landlord is able, through reasonable efforts, the nature of which efforts shall be at the reasonable discretion of Landlord, to relet the Demised Premises under terms satisfactory to Landlord, in its reasonable discretion, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. If and after the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this Lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this Lease; but Tenant shall have no right to such excess other than the above-described credit.
- (ii) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this Lease for the remainder of the term and the reasonable rental value of the Demised Premises for such period, such difference to be discounted to present value at a rate equal to the rate of interest which is allowed by law in the State of Texas when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of six percent per annum).

If Landlord elects to exercise the remedy prescribed in subsection 16.2(b) above, this election shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 16.2(c) above, provided that at the time of such cancellation, Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by subsection 16.2(c)(i) above, this election shall in no way prejudice Landlord's right at any time thereafter to demand a final settlement in accordance with subsection 16.2(c)(ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

16.3 It is further agreed that, in addition to payments required pursuant to subsections 16.2(b) and 16.2(c) above, Tenant shall compensate Landlord for all reasonable expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all reasonable expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees) all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Demised Premises), and a reasonable allowance for Landlord's administrative efforts, salaries, and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

16.4 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

16.5 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce, or defend any of Landlord's rights or remedies hereunder and Landlord prevails in such legal action, Tenant agrees to pay reasonable attorney's fees incurred by Landlord in such connection.

16.6 In the event that any one or more provisions of this Article XVI authorized Landlord to enter the Demised Premises, Landlord is entitled and is hereby authorized, without any notice to Tenant, to enter upon the Demised Premises by use of a

duplicate key, a master key, a locksmith's entry procedures, or any other means not involving personal confrontation, and to alter or change the door locks on all entry doors of the Demised Premises, thereby permanently excluding Tenant. In such event, Landlord shall not be obligated to place any written notice on the Demised Premises explaining Landlord's action; moreover, if a reason for Landlord's action is the failure of Tenant to pay any one or more rentals when due pursuant to this Lease, Landlord shall not be required to provide the new key (if any) to Tenant until and unless all rental defaults of Tenant have been fully cured.

16.7 Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.1 (m) above, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Tenant agrees that such deposit may be co-mingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense, or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this Lease.

16.8 In the event of any default described in subsection (d) of Section 16.1 of this Lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that the Landlord must be provided with adequate assurance (i) of the source of rent and other consideration due under this Lease, (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this Lease; (iii) that any percentage rent due under this Lease will not decline substantially; (iv) that an assumption or assignment is subject to all if the provisions or other agreement relating to the Demised Premises; and (v) that any assumption or assignment will not disrupt any tenant mix or balance in the Demised Premises.

(a) In order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this Lease is effective: (i) all defaults under subsection (a) of Section 16.1 of this Lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 16.1 of this Lease other than under subsection (d) of Section 16.1 must be cured within fifteen (15) days after the date of assumption; (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorney's fees) must be paid to Landlord within ten (10) days after the date of assumption; and (iv) Landlord must receive within ten (10) days after the date of assumption a security deposit in the amount of six (6) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption) and an advance prepayment of minimum guaranteed rent in the amount of three (3) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption), both sums to be held by Landlord in accordance with Section 16.7 above and deemed to be rent under this Lease for the purposes of the Bankruptcy Code as amended and from time to time in effect.

(b) In the event this Lease is assumed in accordance with the requirements of the Bankruptcy Code and this Lease is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be provided with (i) a financial statement of the proposed assignee prepared in accordance with generally accepted accounting principles consistently applied, though on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgment, to assure the future performance by the proposed assignee of Tenant's obligations under this Lease; or (ii) a written guaranty by one or more guarantors with financial ability sufficient to assure the future performance of Tenant's obligations under this Lease, such guaranty to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this Lease.

## **Article XVII**

### **Landlord's Contractual Security Interest**

17.1 In addition to the statutory Landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Tenant presently, or which may hereafter be situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Tenant

situated on the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least five (5) days before the time of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above-described Demised Premises or where property is located after the time, place, and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all reasonable expenses connected with the taking possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Tenant hereby agrees that a carbon, photographic, or other reproduction of this Lease shall be sufficient to constitute a financing statement. Tenant nevertheless agrees that upon request by Landlord, Tenant agrees that it will execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the state in which the property is located.

17.2 Notwithstanding Section 17.1, Landlord agrees that, upon request by Tenant, it will subordinate its security interest and landlord's lien to the security interest of Tenant's supplier or institutional financial source for as long as the rental account of Tenant under this Lease is current (or is brought current), provided that Landlord approves the transaction as being reasonably necessary for Tenant's operations at the Demised Premises, and further provided that the subordination must be limited to a specified transaction and specified items of the fixtures, equipment, or inventory involved in the transaction.

#### **Article XVIII Holding Over**

18.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease it shall be deemed to be occupying said premises as a tenant from month-to-month at a rental (including any percentage rental) herein provided plus fifty percent (50%) of such amount otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

#### **Article XIX Notices**

19.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, three (3) days from the date such notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above, or at such other addresses as they have theretofore specified by written notice.

19.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager, or other agent.

#### **Article XX Environmental Provisions**

20.1 Tenant covenants, warrants, and represents that it will not use or employ all or any portion of the Demised Premises (including any property, facilities, equipment, or services located thereon or available in connection therewith) to handle,

transport, store, treat, or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced from, on or within the Demised Premises except in compliance with all governmental laws, rules, regulations, and ordinances; and Tenant further covenants, warrants, and represents that any activity on or relating to the Demised Premises shall be conducted in full compliance with all applicable laws. As used herein, the term "hazardous substances" shall mean all pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or removal of which is restricted, prohibited, regulated, or penalized under or pursuant to any applicable environmental, health, safety or similar law, ordinance, order, rule, or regulation now or at any time and from time to time hereafter in effect.

20.2 If the covenants, warranties, and representations contained in this Article XX are false or breached, Tenant agrees to the extent allowed by law to defend, indemnify, protect, and hold harmless Landlord against any and all Claims, as defined in Section 20.5, that Landlord may be liable for, suffer, incur, or pay by reason of the false or breached covenants, warranties, and representations.

20.3 To the extent allowed by law, Tenant also agrees to defend, indemnify, protect, and hold harmless Landlord against any and all Claims which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable law and resulting from or arising directly from Tenant's actual handling, storage, or disposal of hazardous substances in violation of this Article XX or violation of any applicable laws on the part of Tenant. Tenant shall have no obligation to defend or indemnify Landlord from conditions not caused by Tenant. Landlord shall defend, indemnify, protect, and hold harmless Tenant against any and all Claims which Tenant may hereafter be liable for, suffer, incur, or pay arising under any applicable law and resulting from or arising from environmental conditions not caused by Tenant.

20.4 Any violation or breach of the provisions of this Article XX shall be considered an event of default pursuant to Article XVI of this Lease.

20.5 For purposes of this Article XX, "Claims" shall include and mean all actions, causes of action, whether common law or statutory, remedies, demands, out-of-pocket costs, liabilities, charges, suits, judgments, expense, damage, personal injuries, property damage, clean-up costs, civil penalties, reasonable attorneys' fees, litigation expenses, abatement costs, abatement and corrective injunctive relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action, and damages to natural resources.

20.6 The liability of Tenant pursuant to this Article XX shall survive the expiration or any termination of this Lease only as required by applicable law and only with respect to environmental conditions caused by Tenant.

## **Article XXI Miscellaneous**

21.1 Landlord shall provide non-reserved motor vehicle parking spaces in the areas ("Parking Area") described on Exhibit "A-2" attached hereto and made a part hereof. Tenant and its officers, agents, employees, customers, and invitees can park their motor vehicles in areas designated by Landlord for that purpose. Tenant will have exclusive parking rights to nineteen (19) parking spaces shown as space numbers 1 to 19 on Exhibit "A-2".

21.2. Landlord shall maintain in good repair the exterior walls of the Building, roof of the Building, sidewalks, and landscaping located on the Premises with the costs of such repairs being the sole obligation of the Landlord. Landlord shall not be required to make any repairs to the exterior walls, roof, sidewalks and landscaping unless and until Tenant has notified Landlord in writing of the need of such repairs and Landlord (subject to Force Majeure in Section 21.19) shall have had a commercially reasonable period of time thereafter to commence and complete said repairs. Landlord may at its sole discretion arrange for a maintenance contract of all roof structures.

21.3 Landlord shall provide 3<sup>rd</sup> party service contracts to Tenant for the elevator and fire sprinkling / suppression system. Tenant shall be responsible for maintenance and expenses Tenant may incur. Tenant shall have the systems inspected each year or as required by Law at Tenant's sole cost and expense.

21.4 Recording. Tenant will not record this Lease in any public records. Any such recordation will be a breach of this Lease.

21.5 Tenant shall keep trash and refuse in covered trash receptacles, which trash receptacles shall be kept within the Premises. Tenant shall use a dumpster in designated areas approved by Landlord.

21.6 Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties

hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

21.7 Except as may be expressly provided elsewhere in this Lease, Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this Lease or at law.

21.8 Except as may be otherwise herein expressly provided, in all circumstances under this Lease where prior consent or permission of one (1) party ("first party") is required before the other party ("second party") is authorized to take any particular type of action, the matter of whether to grant such consent or permission shall be within the reasonable judgment and discretion of the first party; and it shall not constitute any nature of breach by the first party hereunder or any defense to the performance of any covenant, duty, or obligation of the second party hereunder that the first party delayed or withheld the granting of such consent or permission if the delay or withholding of such consent or permission was prudent or reasonable or based on good cause.

21.9 One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

21.10 Whenever a period of time is herein prescribed for action to be taken by either party, said party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said party.

21.11 If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

21.12 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Lease. Venue for any action under this Lease shall be in a court of competent jurisdiction in Dallas County, Texas.

21.13 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

21.14 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender unless context requires otherwise.

21.15 The terms, provisions, and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives except as otherwise herein expressly provided.

21.16 This Lease contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this Lease. No brochure, rendering information, or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify, or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.

21.17 Landlord and Tenant hereby acknowledge that they are not relying upon any brochure, rendering, information, representation, or promise of the other, or of the agent or cooperating agent, except as may be expressly set forth in this Lease.

21.18 JURY WAIVER. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN, INCLUDING THE RIGHT TO AN ADVISORY JURY (EXCEPT FOR PERSONAL INJURY AND PROPERTY DAMAGE), ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES INCLUDING SUMMARY PROCEEDING AND POSSESSION ACTIONS, ANY EMERGENCY STATUTORY, OR OTHER STATUTORY REMEDY.

21.19 Force Majeure: Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental actions, civil commotion, fire or other casualty, and any causes beyond the reasonable control of said party ("Force Majeure"). Tenant

shall not be held responsible for Force Majeure delays in the performance of its obligations hereunder, excluding any payment obligations hereunder.

21.20 Brokerage. Each of Landlord and Tenant represents and warrants to the other that it has had no dealing with any broker or agent in connection with this Lease except for Younger Partners representing Tenant ("**Broker**"). **To the extent allowed by law, each of Landlord and Tenant agrees to indemnify and hold the other harmless in the event of the untruth of such representation and warranty.** Landlord agrees to pay a commission to Broker pursuant to a separate agreement.

**[Signature Lines on Following Page]**

**EXECUTED** as of the latest date accompanying a signature by Landlord or Tenant below (the “Effective Date”).

**LANDLORD:**

**Farkaleet Investments, Inc.,  
a Texas corporation**

**By: \_\_\_\_\_  
Name: Mohammed Khanani  
Its: President  
Date: \_\_\_\_\_, 2026**

**TENANT:**

**City of Garland,  
a Texas Home-Rule Municipality**

**By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2026**

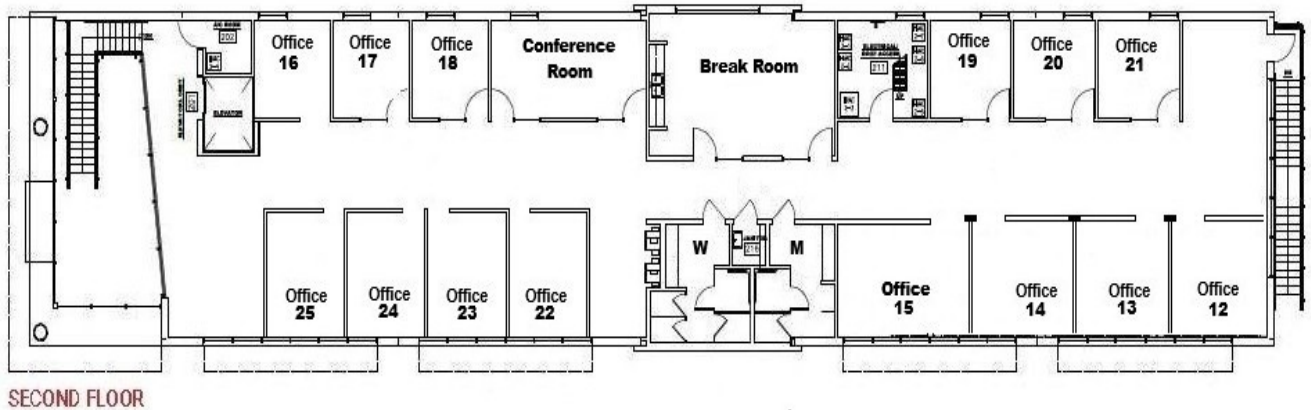
**EXHIBIT "A"**  
**FINISH WORK**

1. Landlord agrees to deliver the Premises to Tenant with the following work performed by Landlord ("Landlord's Work") at Landlord's cost; (a) Shampoo and clean carpet and replace damaged or dirty carpet tiles with like carpet tiles; and (b) deliver HVAC in good working order.
2. Beginning on the Effective Date, Tenant shall improve the Premises at its expense (subject to the provisions of Paragraph 8 below) by constructing all alterations or improvements thereto (including equipment and data cabling installation) necessary or desirable for the operation of Tenant's business ("Tenant's Improvements").
3. Prior to commencing construction of Tenant's Improvements, Tenant shall, at Tenant's sole cost, prepare and deliver to Landlord, for Landlord's review and approval (such approval not to be unreasonably withheld), (i) complete plans and specifications for Tenant's Improvements, including all plans and information which will need to be submitted in connection with obtaining the Approvals (defined below), (ii) a schedule and timeline for performance of Tenant's work and (iii) such other related information as Landlord reasonably may request (collectively, "Tenant Improvement Plans"). Within five (5) days after Landlord's receipt of the Tenant Improvement Plans (either as initially submitted or revised versions thereof), Landlord shall notify Tenant in writing as to Landlord's approval or disapproval thereof, including (in the case of disapproval) specifically identified items of objection. Tenant warrants to Landlord that the Tenant Improvement Plans shall evidence improvements that conform to the requirements of all applicable building, plumbing and electrical codes and the requirements of any governmental authority having jurisdiction over such work. To the extent any item in Tenant's Improvement Plans necessitate a modification of Landlord's Work or the plans and specifications therefor, Tenant shall notify Landlord of the same.
4. Upon Landlord's approval of the Tenant Improvement Plans, Tenant shall apply for all permits and approvals ("Approvals") required by governmental agencies or pursuant to any restrictive covenants for the construction of Tenant's Improvements, including, without limitation, all required building permits. Upon substantial completion of Tenant's Improvements, Tenant shall obtain a permanent certificate of occupancy for the Premises and provide a copy of same to Landlord. All fees, fiscal requirements and other charges relating to the Approvals shall be the exclusive responsibility of Tenant (subject to the provisions of Paragraph 7 below).
5. Prior to commencing construction of Tenant's Improvements, Tenant shall (i) furnish Landlord with evidence satisfactory to Landlord that the Approvals have been obtained, (ii) furnish Landlord with evidence that Tenant has obtained and is maintaining (A) All Risk Builder's Risk Insurance in amount equal to the replacement value of Tenant's Improvements and naming Landlord (and Landlord's property management company, if applicable) as an additional insured, and (B) the Comprehensive General Liability Insurance policy described in Section 11.2 of this Lease, (iii) furnish Landlord with a copy of Tenant's signed construction contract, (iv) obtain payment and performance bonds for work associated with Tenant's Improvements, which bonds shall be in form and substance reasonably satisfactory to Landlord, and (v) notify Landlord at least ten (10) days prior to commencement of the work. Tenant shall consult with Landlord in order to coordinate Tenant's construction commencement date with Landlord's construction schedule. In no event shall Tenant commence construction of the Tenant's Improvements prior to the Effective Date.
6. All construction performed by Tenant upon the Premises shall be done in a good and workmanlike manner and in accordance with the approved Tenant Improvement Plans. Tenant shall use commercially reasonable efforts to ensure Tenant Improvements are completed within seventy-five (75) days after the Effective Date. Any changes to the Tenant Improvement Plans or Tenant's Improvements must be resubmitted to Landlord for Landlord's approval, not to be unreasonably withheld. All materials used by Tenant shall be new and of good quality for their intended purposes. By its approval of the Tenant Improvement Plans, Landlord does not represent or warrant that the improvements called for in such plans will comply with applicable law or be free from errors or omissions. Landlord and Tenant shall reasonably cooperate with each other in coordinating construction of Landlord's Work and Tenant's Improvements, respectively, so as not to unreasonably interfere with the progress of such other party's construction activities.
7. Tenant and Landlord shall select and approve general contractor (and any subcontractors providing labor and Materiel with Mutual Understanding that will be working in or around any Building operating system) and Tenant's construction contract for such work in Landlord's and Tenant reasonable discretion. Landlord hereby approves \_\_\_\_\_ to be the General Contractor. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for the payment of any claim for labor or materials or for any charge or expense incurred or the erection or construction of Tenant's Improvements, nor to render the Premises or any part thereof liable for any mechanic's or materialmen's lien, and shall in no way be considered the agent of Landlord in the construction or erection of Tenant's Improvements.

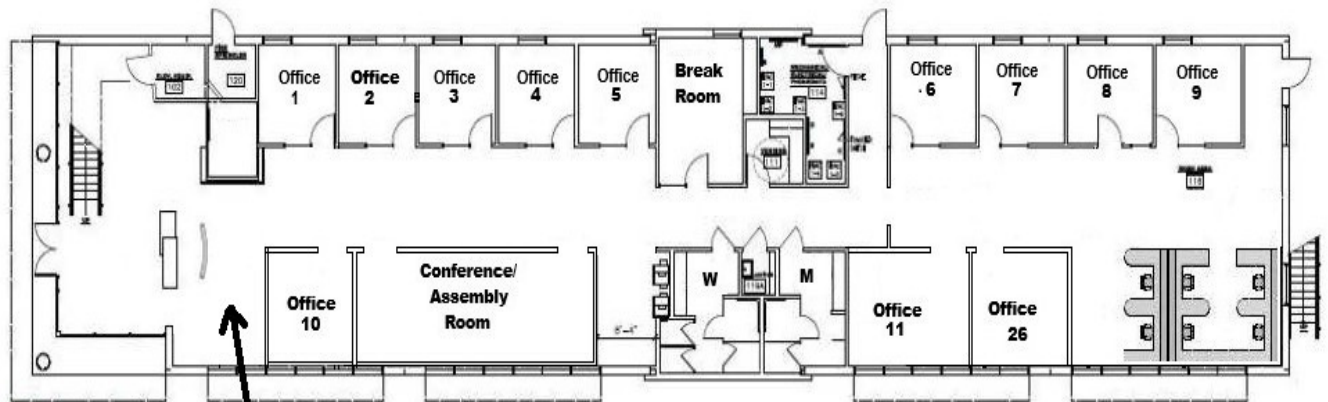
8. Following completion of Tenant's Improvements, Landlord shall provide to Tenant an allowance of up to \$225,000.00, (the "Tenant Allowance") for the purpose of reimbursing Tenant for the costs of constructing and completing Tenant's Improvements in the Premises; provided, however, that if the actual costs of Tenant's Improvements is less than the amount of the Tenant Allowance, Landlord shall only reimburse Tenant for the actual cost of such Tenant's Improvements. The Tenant Allowance shall be paid to Tenant within thirty (30) days following (a) completion of Tenant's Improvements and approval by Landlord of the completed Tenant's Improvements, (b) Tenant's delivery to Landlord of (i) notice of completion of Tenant's Improvements, (ii) copies of invoices for Tenant's Improvement establishing the actual costs paid by Tenant for the construction and/or completion of Tenant's Improvements, and (iii) a final lien waiver by Tenant's General Contractor, certifying that all subcontractors and materialmen have been paid. Tenant shall be responsible for payment of all costs and expenses of Tenant's Improvements in excess of the Tenant Allowance without reimbursement by Landlord.

FLOOR PLANS

EXHIBIT "A-1"



SECOND FLOOR



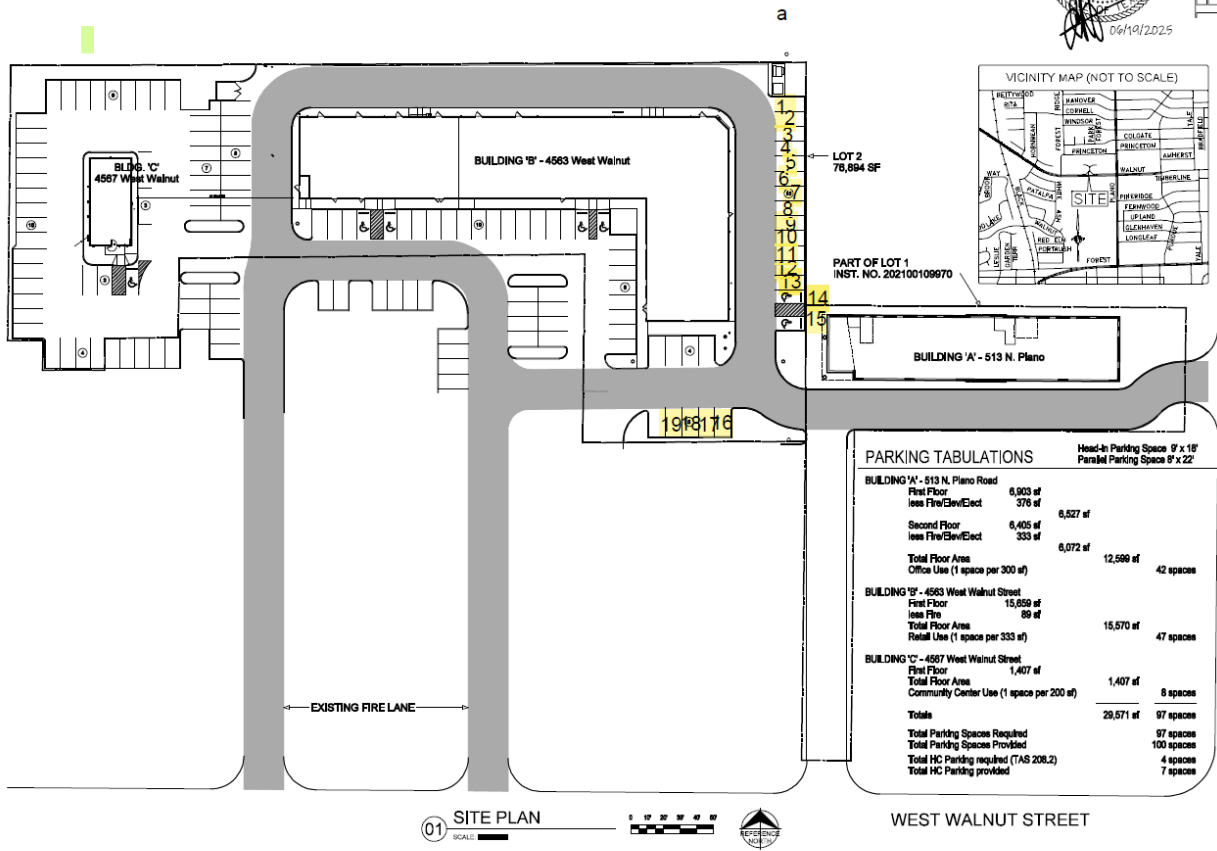
FIRST FLOOR

We may reduce the size of the conference room and add another office beside Office #10.

EXHIBIT-A PAGE 2



**BOW**  
HUSSEY AND WILLIAMS  
ARCHITECTS INC.



**EXHIBIT "B"**  
**Legal Description of Demised Premises**

Being a portion of Lot 1, in Block 1, of Walnut Retail Addition No. 3, an Addition to Dallas County, Texas, according to the Plat thereof recorded in Document No. 201100114841, Official Public Records, Dallas County, Texas, same being that tract of land conveyed to United Central Bank, a Texas bank corporation, by deed recorded in Document No. 200600202273, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found in concrete for corner, said corner being the Southwest corner of that tract of land conveyed to XDC Realty, LLC, a Texas limited liability company, by deed recorded in Document No. 2020-202000303441, Official Public Records, Dallas County, Texas, same being along the North line of W. Walnut Street (100 foot right-of-way);

THENCE North 89 degrees 34 minutes 02 seconds West, along said North line of aforementioned W. Walnut Street, a distance of 30.00 feet to an "X" found in concrete for corner, said corner being the Southeast corner of Lot 1, Block 1, of Walnut Retail No. 1, an Addition to Dallas County, Texas, according to the Plat thereof recorded in Volume 81033, Page 760, Plat Records, Dallas County, Texas;

THENCE North 00 degrees 43 minutes 58 seconds East, along the East line of aforementioned Lot 1, Block 1 of Walnut Retail No. 1, passing at a distance of 193.00 feet to an "X" found for on-line for reference, continuing a total distance of 275.00 feet to an "X" found in concrete for corner, said corner being along the East line of that tract of land conveyed to Store Master Funding XVI, LLC, a Delaware Limited Liability Company, by deed recorded in Document No. 201800313326, Official Public Records, Dallas County, Texas, same being the Southwest corner of Lot 1, Block 1, of Tex-Bo Addition, an Addition to Dallas County, Texas, according to the Plat thereof recorded in Volume 85031, Page 2122, Plat Records, Dallas County, Texas;

THENCE South 89 degrees 33 minutes 42 seconds East, along the South line of aforementioned Lot 1, Block 1 of Tex-Bo Addition, a distance of 230.00 feet to a point for corner, said corner being the Southeast corner of aforementioned Lot 1, Block 1 of Tex-Bo Addition, same being along the West line of N. Plano Road (120 foot right-of-way);

THENCE South 00 degrees 44 minutes 28 seconds West, along said West line of aforementioned N. Plano Road, a distance of 75.00 feet to an "X" found in concrete for corner, said corner being the Northeast corner of that tract of land conveyed to Farkaleet, Inc., a Texas corporation, by deed recorded in Document No. 20080285295, Official Public Records, Dallas County, Texas;

THENCE North 89 degrees 33 minutes 42 seconds West, along the North line of aforementioned Farkaleet tract, a distance of 199.99 feet to a point for corner, said corner being the Northwest corner of aforementioned XDC Realty tract;



## GARLAND

### CITY COUNCIL STAFF REPORT

2

**Meeting Date:** February 2, 2026

**Title:** Calling the 2026 General Election for May 2, 2026

**Submitted by:** Jennifer Stubbs, City Secretary

**Strategic Focus Area:**

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#### Issue / Summary

Calling the 2026 General Election for May 2, 2026.

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#### Background

The Garland City Charter under Article XII, § 1 City Election, states the following: "Except as otherwise provided by law, there shall be a regular City election each year on a state declared uniform election day to elect candidates for expired terms of office or to fill vacancies due to resignations or removal from office, as needed, provided that the Council shall, if authorized by State law, declare unopposed candidates elected." This is a routine item that calls the order of the election for the City of Garland. May 2, 2026, is the appropriate date for holding the election of District 1, District 2, District 4, and District 5 City Councilmembers.

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#### Consideration / Recommendation

Approve the ordinance as presented.

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#### Attachments

- A. Ordinance Ordering the General Election - English
- B. Ordinance Ordering the General Election - Vietnamese
- C. Ordinance Ordering the General Election - Spanish

## **ORDINANCE NO.**

**AN ORDINANCE ORDERING A GENERAL ELECTION FOR THE CITY OF GARLAND, TEXAS TO BE HELD ON THE 2<sup>nd</sup> DAY OF MAY, 2026, FOR THE PURPOSE OF ELECTING COUNCILMEMBERS TO DISTRICTS 1, 2, 4, AND 5; PROVIDING FOR THE CONDUCT OF THE ELECTION; PROVIDING A DATE FOR A RUN-OFF ELECTION; PROVIDING FOR A PROCESS TO DETERMINE POSITION OF NAMES ON BALLOTS; PROVIDING FOR LOCATIONS OF POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING FOR AUTHORIZATION FOR THE CITY MANAGER AND CITY SECRETARY TO ENTER INTO ELECTION AGREEMENTS WITH DALLAS COUNTY AND COLLIN COUNTY ELECTION DEPARTMENTS; PROVIDING FOR NOTICE, PUBLICATION, AND POSTING OF THIS ORDER; AND PROVIDING AN EFFECTIVE DATE.**

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

### **Section 1**

#### **ELECTION ORDER FOR JOINT ELECTION AND NOTICE OF ELECTION**

There is hereby ordered a general election to be participated in by the qualified voters of the City of Garland, Texas, to be held on Saturday, May 2, 2026, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing one Councilmember each to respectively represent Districts 1, 2, 4, and 5.

Candidates for Districts 1, 2, 4, and 5 must reside in the respective District which that candidate intends to represent. Every qualified voter within Districts 1, 2, 4, and 5 respectively may cast one vote for a candidate for the respective district within which such voter resides.

The candidate for each respective office who shall receive a majority of all votes cast for the office for which that person is a candidate shall be declared elected.

### **Section 2**

#### **JOINT ELECTION AND ELECTION SERVICES AGREEMENT**

The election shall be held as a joint election pursuant to a joint election agreement by and between the City of Garland, Dallas County, Collin County, and such other political subdivisions as may be participating in the joint election. Pursuant to the joint election agreement, the Dallas County and Collin County Election

Administrators shall serve as election administrators for the election for their respective counties and shall appoint such election officials as may be required by law, according to the terms of the law and the joint election agreement. For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the joint election agreement between the City and their County.

The Central Counting Stations for the tabulation and counting of ballots for this election shall be located at the following locations:

For Garland residents residing in Dallas County:

Dallas County Elections Administration Office  
1520 Round Table Dr.  
Dallas, Texas 75247

For Garland residents residing in Collin County:

Collin County Elections Office  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

The Manager, Tabulation Supervisor, Presiding Judge, and Alternate Presiding Judge at such Central Counting Stations shall be determined, appointed, and designated in accordance with the joint election agreements. The Manager and Presiding Judge of such Central Counting Stations may appoint clerks to serve at such Central Counting Station, as provided by Texas Election Code, Section 127.006, as amended.

The voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by a personal appearance or by mail, and for election day voting.

### **Section 3 RUN-OFF ELECTION**

In the event any candidate fails to receive a majority of all votes cast for the office for which that person is a candidate, a run-off election shall be held on Saturday, June 13, 2026, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of resolving the

run-off for each office for which a candidate did not receive a majority of all votes cast at the general election.

#### **Section 4**

##### **POSITIONS OF NAMES OF CANDIDATES ON BALLOTS**

The positions of the names of the candidates for the general election, and if necessary for the run-off election, shall be determined by lot in an open meeting to be held in the Council Chambers located at Garland City Hall. The City Secretary shall notify each candidate of the time of the meeting to draw lots and shall preside at the drawing.

#### **Section 5**

##### **ELECTION PRECINCTS AND POLLING PLACES**

The election precincts and the polling places for the election shall be those established by the Dallas County Elections Administrator, for Dallas County residents, and by the Collin County Elections Administrator, for Collin County residents, by virtue of the joint election agreements.

Residents may use the below websites to locate the polling places and obtain other election information.

All Garland residents  
<https://www.garlandtx.gov/256/Elections>

For Garland residents residing within Dallas County  
<https://www.dallascountyvotes.org/>

For Garland residents residing within Collin County  
<https://www.collincountytx.gov/elections/Pages/default.aspx>

#### **Section 6**

##### **EARLY VOTING**

For Garland residents residing within Dallas County, the main early voting place is the **Dallas County Elections Training/Warehouse, 1460 Round Table Dr. Dallas, Texas 75247**, or such other location as may be authorized and established by the Dallas County Elections

Administrator.

For Garland residents residing within Collin County, the main early voting place is **Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069**, or such other location as may be authorized and established by the Collin County Elections Administrator.

For all Garland residents, early voting by personal appearance within the City of Garland may be conducted locally at any location as may be authorized and established by the Dallas County and Collin County Elections Administrators.

An application for a ballot by mail or information about how to get an application for a ballot by mail, may be obtained by contacting the voting clerk of the resident's county. The official mailing address and other contact information for each county's clerk are listed here.

For Garland Residents residing within Dallas County:

By writing:

Paul Adams - Early Voting Clerk  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247

By email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

By telephone: 214-819-6359

By fax: 214-819-6303

For Garland Residents residing within Collin County:

By writing:

Elections Office  
Collin County Early Voting Clerk  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

By email: [absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)

By telephone: 972-547-1990

By fax: 972-547-1996

***Applications for ballots by mail must be received no later than 5:00***

***p.m. on Monday, April 20, 2026.***

**Early Voting for the General Election:**

Early voting by personal appearance for the general election as ordered by Section 1, above, shall be conducted on the following days:

Monday, April 20, 2026, between the hours of 8:00 a.m. and 5:00 p.m.

Tuesday, April 21, 2026, no voting due to San Jacinto Day Holiday.

Wednesday, April 22, 2026, through Friday, April 24, 2026, between the hours of 8:00 a.m. and 5:00 p.m.

Saturday, April 25, 2026, between the hours of 7:00 a.m. and 7:00 p.m. (between the hours of 8:00 a.m. to 5:00 p.m. in Collin County).

Sunday, April 26, 2026, between the hours of 12:00 p.m. and 6:00 p.m. (not available within Collin County).

Monday, April 27, 2026 through Tuesday, April 28, 2026, between the hours of 7:00 a.m. to 7:00 p.m.

**Early Voting for a Run-off Election:**

Early voting by personal appearance for the run-off election, if a run-off election is necessary, shall be conducted on the following days:

Monday, June 1, 2026, through Friday, June 5, 2026, between the hours of 8:00 a.m. and 5:00 p.m.

Saturday, June 6, 2026, between the hours of 7:00 a.m. and 7:00 p.m. (between the hours of 8:00 a.m. to 5:00 p.m. in Collin County).

Sunday, June 7, 2026, between the hours of 12:00 p.m. and 6:00 p.m. (not available within Collin County).

Monday, June 8, 2026, through Tuesday, June 9, 2026,

between the hours of 7:00 a.m. to 7:00 p.m.

#### **Section 7**

##### **NOTICE OF ELECTION; PUBLICATION AND POSTING**

This election order shall constitute a notice of election and this notice shall be:

(1) published at least once, not earlier than the 30th day or later than the 10th day before the general election day, which publication shall include a complete listing of all polling places; and

(2) posted on the bulletin board used for posting notices of the meetings of the City Council, which copy shall also include a complete listing of all polling places, not later than the 21st day before the general election.

#### **Section 8**

##### **CANVASS**

The City Secretary shall present the election returns to the City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code.

#### **Section 9**

##### **AUTHORIZATION FOR THE CITY MANAGER AND CITY SECRETARY TO ENTER INTO ELECTION AGREEMENTS**

This City Manager and the City Secretary are authorized to execute an agreement for an Election with the Dallas County and Collin County Election Departments and other entities that will provide for all election appointments, early voting by mail, the voting locations within the City of Garland, payments for election officials, and necessary election arrangements.

#### **Section 10**

##### **EFFECTIVE DATE**

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

**PASSED AND APPROVED** this the 3<sup>rd</sup> day of February, 2026.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**POSTED:** \_\_\_\_\_

## **SẮC LỆNH SỐ**

**MỘT SẮC LỆNH QUY ĐỊNH CHO CUỘC TỔNG TUYỂN CỬ CHO THÀNH PHỐ GARLAND, TEXAS ĐƯỢC TỔ CHỨC VÀO NGÀY 2 THÁNG 5 NĂM 2026, CHO MỤC ĐÍCH BẦU CỬ CÁC THÀNH VIÊN HỘI ĐỒNG CHO CÁC QUẬN 1, 2, 4 VÀ 5; QUY ĐỊNH VIỆC TIẾN HÀNH CUỘC BẦU CỬ; QUY ĐỊNH NGÀY CHO CUỘC BẦU CỬ CHUNG CUỘC; QUY ĐỊNH QUY TRÌNH XÁC ĐỊNH VỊ TRÍ TÊN TRÊN LÁ PHIẾU; QUY ĐỊNH CÁC VỊ TRÍ CỦA ĐỊA ĐIỂM BỎ PHIẾU; QUY ĐỊNH CUỘC BỎ PHIẾU SÓM; CẤP QUYỀN CHO QUẢN LÝ THÀNH PHỐ VÀ BÍ THƯ THÀNH PHỐ THAM GIA CÁC THỎA THUẬN BẦU CỬ VỚI CÁC BỘ PHẬN BẦU CỬ CỦA HẠT DALLAS VÀ COLLIN; QUY ĐỊNH VIỆC THÔNG BÁO, CÔNG BỐ, VÀ ĐĂNG LẬP SẮC LỆNH NÀY; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC.**

**HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ GARLAND, TEXAS, BAN HÀNH QUY ĐỊNH:**

### **Mục 1**

#### **LỆNH TỔ CHỨC BẦU CỬ CHUNG VÀ THÔNG BÁO VỀ BẦU CỬ**

Theo đây, đã có sắc lệnh cho một cuộc tổng tuyển cử có sự tham gia của các cử tri đủ tiêu chuẩn của Thành phố Garland, Texas được tổ chức vào Thứ Bảy, ngày 2 tháng 5 năm 2026, trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối, nhằm mục đích bầu ra một thành viên Hội đồng tương ứng đại diện cho mỗi Quận 1, 2, 4 và 5.

Ứng cử viên cho Quận 1, 2, 4 và 5 phải cư trú trong Quận tương ứng mà ứng cử viên đó dự định đại diện. Mỗi cử tri đủ điều kiện trong Quận 1, 2, 4 và 5 tương ứng có thể bỏ một phiếu cho ứng cử viên cho quận tương ứng mà cử tri đó cư trú.

Ứng cử viên cho mỗi chức vụ tương ứng, nếu nhận được đa số phiếu bầu cho chức vụ mà người đó là ứng cử viên sẽ được tuyên bố là người trúng cử.

### **Mục 2**

#### **THỎA THUẬN VỀ BẦU CỬ CHUNG VÀ CÔNG TÁC BẦU CỬ**

Cuộc bầu cử sẽ được tổ chức như một cuộc bầu cử chung theo thỏa thuận bầu cử chung bởi và giữa Thành phố Garland, Hạt Dallas, Hạt Collin, và các phân khu chính trị khác có thể tham gia cuộc bầu cử chung. Theo thỏa thuận bầu cử chung, các Quản trị viên Bầu cử Hạt Dallas và Hạt Collin sẽ đóng vai trò là quản trị viên bầu cử cho cuộc bầu cử cho các hạt tương ứng của họ và sẽ bổ nhiệm các quan chức bầu cử đó theo yêu cầu của pháp luật, theo các điều khoản của luật và thỏa thuận bầu cử chung. Vì mục đích xử lý các lá phiếu

được bầu trong cuộc bỏ phiếu sớm, các viên chức bầu cử cho hội đồng bỏ phiếu sớm cho cuộc bầu cử này sẽ được bổ nhiệm và chỉ định theo các điều khoản của thỏa thuận bầu cử chung giữa Thành phố và Hạt của họ.

Các Trạm Kiểm phiếu Trung tâm để lập bảng và kiểm phiếu cho cuộc bầu cử này sẽ được đặt tại các địa điểm sau:

Đối với cư dân Garland cư trú tại Hạt Dallas:

Dallas County Elections Administration Office  
1520 Round Table Dr.  
Dallas, Texas 75247

Đối với cư dân Garland cư trú tại Hạt Collin:

Collin County Elections Office  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

Người Quản lý, Người Giám sát Lập bảng, Thẩm phán Chủ tọa, và Thẩm phán Chủ tọa Dự khuyết tại các Trạm Kiểm phiếu Trung tâm trên sẽ được xác định, bổ nhiệm và chỉ định theo các thỏa thuận bầu cử chung. Người Quản lý và Thẩm phán Chủ tọa của các Trạm Kiểm phiếu Trung tâm trên có thể chỉ định các thư ký phục vụ tại Trạm Kiểm phiếu Trung tâm đó, như đã được quy định trong Bộ luật Bầu cử Texas, Mục 127.006, đã được sửa đổi.

Hệ thống bỏ phiếu hoặc các hệ thống đáp ứng các tiêu chuẩn và yêu cầu bắt buộc của Bộ luật Bầu cử Texas, đã được sửa đổi, theo đây được thông qua và chấp thuận cho việc bỏ phiếu sớm bằng hình thức có mặt trực tiếp, qua đường bưu điện, và cho việc bỏ phiếu trong ngày bầu cử.

### **Mục 3 BẦU CỬ CHUNG CUỘC**

Trong trường hợp bất kỳ ứng cử viên nào không nhận được đa số phiếu bầu cho chức vụ mà người đó ứng cử, một cuộc bầu cử chung cuộc sẽ được tổ chức vào ngày 13 tháng 6 năm 2026, trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối, với mục đích giải quyết chung cuộc cho mỗi chức vụ mà một ứng cử viên không nhận được đa số phiếu bầu tại cuộc tổng tuyển cử.

**Mục 4**  
**VỊ TRÍ TÊN CỦA CÁC ỨNG VIÊN TRÊN PHIẾU BẦU**

Vị trí tên của các ứng cử viên cho cuộc tổng tuyển cử, và nếu cần thiết, cho cuộc bầu cử chung cuộc, sẽ được xác định bằng cách bốc thăm trong một cuộc họp mở được tổ chức tại Phòng Hội đồng đặt tại Tòa thị chính Garland. Bí thư Thành phố sẽ thông báo cho từng ứng cử viên về thời gian của cuộc họp để bốc thăm và sẽ chủ trì việc bốc thăm.

**Mục 5**  
**KHU TUYỂN CỬ VÀ ĐỊA ĐIỂM BỎ PHIẾU**

Các khu tuyển cử và các địa điểm bỏ phiếu cho cuộc bầu cử sẽ được thiết lập bởi Quản trị viên Bầu cử Hạt Dallas, cho cư dân Hạt Dallas, và bởi Quản trị viên bầu cử Hạt Collin, cho cư dân Hạt Collin, dựa trên các thỏa thuận bầu cử chung.

Cư dân có thể sử dụng các trang web dưới đây để tìm các địa điểm bỏ phiếu và nhận các thông tin khác về việc bầu cử.

Tất cả cư dân Garland

<https://www.garlandtx.gov/256/Elections>

Đối với cư dân Garland cư trú trong Hạt Dallas

<https://www.dallascountyvotes.org/>

Đối với cư dân Garland cư trú trong Hạt Collin

<https://www.collincountytx.gov/elections/Pages/default.aspx>

**Mục 6**  
**BỎ PHIẾU SỚM**

Đối với cư dân Garland cư trú trong Hạt Dallas, địa điểm chính cho bỏ phiếu sớm là **Dallas County Elections Training/Warehouse, 1460 Round Table Dr. Dallas, Texas 75247**, hoặc địa điểm khác có thể được ủy quyền và thiết lập bởi Quản trị viên Bầu cử Hạt Dallas.

Đối với các cư dân Garland cư trú trong Hạt Collin, địa điểm chính cho bỏ phiếu sớm là **Collin County Elections Office, 2010 Redbud**

**Blvd., Suite 102, McKinney, Texas 75069**, hoặc địa điểm khác có thể được ủy quyền và thiết lập bởi Quản trị viên Bầu cử Hạt Collin.

Đối với tất cả cư dân Garland, việc bỏ phiếu sớm bằng hình thức có mặt trực tiếp trong Thành phố Garland có thể được tiến hành ở địa phương tại bất kỳ địa điểm nào được ủy quyền và thiết lập bởi các Quản trị viên Bầu cử Hạt Dallas và Hạt Collin.

Đơn xin bỏ phiếu qua đường bưu điện hoặc thông tin về đơn xin bỏ phiếu có thể được lấy bằng cách liên lạc với thư ký bỏ phiếu của hạt mà cư dân cư trú. Địa chỉ gửi thư chính thức và thông tin liên lạc khác của thư ký của mỗi hạt được liệt kê ở đây.

Đối với Cư dân Garland cư trú trong Hạt Dallas:

Qua đường bưu điện:

Paul Adams - Early Voting Clerk  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247

Qua email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

Qua điện thoại: 214-819-6359

Qua fax: 214-819-6303

Đối với Cư dân Garland cư trú trong Hạt Collin:

Qua đường bưu điện:

Elections Office  
Collin County Early Voting Clerk  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

Qua email: [absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)

Qua điện thoại: 972-547-1990

Qua fax: 972-547-1996

***Đơn xin bỏ phiếu qua đường bưu điện phải được nhận chậm nhất vào 5 giờ chiều Thứ Hai, ngày 20 tháng 4 năm 2026.***

**Bỏ phiếu Sớm cho cuộc Tổng Tuyển cử:**

Bỏ phiếu sớm bằng cách có mặt trực tiếp đến bỏ phiếu cho cuộc tổng tuyển cử theo lệnh của Mục 1, ở trên sẽ được tiến hành vào những

ngày sau:

Thứ Hai, ngày 20 tháng 4 năm 2026, từ 8 giờ sáng đến 5 giờ chiều.

Thứ Ba, ngày 21 tháng 4 năm 2026, không bỏ phiếu do vào ngày Lễ San Jacinto.

Từ Thứ Tư, ngày 22 tháng 4 năm 2026 đến Thứ Sáu, ngày 24 tháng 4 năm 2026, từ 8 giờ sáng đến 5 giờ chiều.

Thứ Bảy, ngày 25 tháng 4 năm 2026, từ 7 giờ sáng đến 7 giờ tối (Từ 8 giờ sáng đến 5 giờ chiều tại Hạt Collin).

Chủ Nhật, ngày 26 tháng 4 năm 2026, từ 12 giờ trưa đến 6 giờ chiều (không áp dụng tại Hạt Collin).

Từ thứ Hai, ngày 27 tháng 4 năm 2026 đến thứ Ba, ngày 28 tháng 4 năm 2026, trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối.

#### **Bỏ phiếu sớm cho cuộc Bầu cử Chung cuộc:**

Bỏ phiếu sớm bằng cách có mặt trực tiếp đến bỏ phiếu cho cuộc bầu cử chung cuộc, nếu cần phải bầu cử chung cuộc, sẽ được tiến hành vào những ngày sau:

Từ Thứ Hai, ngày 1 tháng 6 năm 2026, đến Thứ Sáu, ngày 5 tháng 6 năm 2026, từ 8 giờ sáng đến 5 giờ chiều.

Thứ Bảy, ngày 6 tháng 6 năm 2026, từ 7 giờ sáng đến 7 giờ tối (Trong khoảng thời gian từ 8 giờ sáng đến 5 giờ chiều tại Hạt Collin).

Chủ Nhật, ngày 7 tháng 6 năm 2026, từ 12 giờ trưa đến 6 giờ chiều (không áp dụng trong Hạt Collin).

Từ Thứ Hai, ngày 8 tháng 6 năm 2026, đến Thứ Ba, ngày 9 tháng 6 năm 2026, từ 7 giờ sáng đến 7 giờ tối.

### **Mục 7 THÔNG BÁO VỀ BẦU CỬ; CÔNG BỐ VÀ ĐĂNG LẬP**

Lệnh bầu cử này sẽ thiết lập một thông báo bầu cử và thông báo này sẽ:

(1) được công bố ít nhất một lần, không sớm hơn ngày thứ 30 hoặc muộn hơn ngày thứ 10 trước ngày tổng tuyển cử, sẽ bao gồm danh sách đầy đủ tất cả các địa điểm bỏ phiếu; và

(2) được đăng trên bảng thông báo được sử dụng để đăng thông báo về các cuộc họp của Hội đồng Thành phố, bản sao này cũng sẽ bao gồm danh sách đầy đủ tất cả các địa điểm bỏ phiếu, không muộn hơn ngày thứ 21 trước ngày tổng tuyển cử.

## **Mục 8 KIỂM PHIẾU**

Bí thư Thành phố có trách nhiệm trình kết quả bầu cử lên Hội đồng Thành phố tại một phiên họp của Hội đồng Thành phố để tiến hành việc kiểm phiếu và xác nhận kết quả của cuộc bầu cử nói trên, phù hợp với quy định của Bộ luật Bầu cử Texas.

## **Mục 9 CẤP QUYỀN CHO QUẢN LÝ THÀNH PHỐ VÀ BÍ THƯ THÀNH PHỐ KÝ KẾT CÁC THỎA THUẬN BẦU CỬ**

Quản lý Thành phố và Bí thư Thành phố theo đây được cấp quyền ký kết các thỏa thuận liên quan đến cuộc bầu cử với các Bộ phận Bầu cử của Hạt Dallas và Hạt Collin cũng như với các đơn vị khác, nhằm quy định mọi việc bổ nhiệm nhân sự bầu cử, việc bỏ phiếu sớm qua đường bưu điện, các địa điểm bỏ phiếu trong phạm vi Thành phố Garland, việc chi trả thù lao cho các viên chức bầu cử, và các sắp xếp cần thiết khác cho cuộc bầu cử.

## **Mục 10 NGÀY CÓ HIỆU LỰC**

Rằng Sắc lệnh này sẽ có hiệu lực ngay khi và sau khi được thông qua và chấp thuận.

**ĐÃ ĐƯỢC THÔNG QUA VÀ CHẤP THUẬN** vào ngày 3 tháng 2 năm 2026.

**THÀNH PHỐ GARLAND, TEXAS**

**CHỨNG THỰC:**

\_\_\_\_\_  
Thị trường

\_\_\_\_\_  
Bí thư Thành phố

**ĐÃ ĐĂNG:** \_\_\_\_\_

## **DECRETO NÚM.**

UN DECRETO QUE ORDENA UNA ELECCIÓN GENERAL DE LA CIUDAD DE GARLAND, TEXAS A LLEVARSE A CABO EL 2do DÍA DE MAYO DE 2026, CON EL PROPÓSITO DE ELEGIR A CONCEJALES PARA LOS DISTRITOS 1, 2, 4, Y 5; QUE ESTABLECE LA MANERA DE LLEVAR A CABO LA ELECCIÓN; QUE ESTABLECE UNA FECHA PARA UNA ELECCIÓN DE DESEMPATE; QUE ESTABLECE UN PROCESO PARA DETERMINAR LA POSICIÓN DE LOS NOMBRES EN LAS BOLETAS DE VOTACIÓN; QUE ESTABLECE LA UBICACIÓN DE LOS SITIOS DE VOTACIÓN; QUE ESTABLECE LA VOTACIÓN ANTICIPADA; QUE AUTORIZA AL ADMINISTRADOR MUNICIPAL Y A LA SECRETARIA MUNICIPAL CELEBRAR CONTRATOS DE ELECCIÓN CON LOS DEPARTAMENTOS ELECTORALES DE LOS CONDADOS DE DALLAS Y COLLIN; QUE ESTABLECE LA NOTIFICACIÓN, PUBLICACIÓN Y ANUNCIO DE ESTA ORDEN; Y ESTABLECE UNA FECHA DE VIGENCIA.

ORDENADO POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE GARLAND, TEXAS:

### **Sección 1**

#### **ORDEN DE ELECCIÓN PARA UNA ELECCIÓN CONJUNTA Y AVISO DE ELECCIÓN**

Por la presente se ordena llevar a cabo una elección general en la que participarán los votantes cualificados de la Ciudad de Garland, Texas, que se realizará el 2 de mayo de 2026, entre las horas de 7:00 a.m. y 7:00 pm., con el propósito de elegir un Concejal cada uno, para representar respectivamente a los Distritos 1, 2, 4, y 5.

Los candidatos para los Distritos 1, 2, 4 y 5 deberán vivir en los Distritos respectivos que pretenden representar. Cada votante cualificado en los Distritos 1, 2, 4, y 5 puede votar una vez por un candidato para el distrito respectivo en el cual reside dicho votante.

El candidato para cada puesto respectivo que recibe una mayoría de todos los votos para el puesto para el cual se ha postulado, será declarado elegido.

### **Sección 2**

#### **CONTRATO DE ELECCIÓN CONJUNTA Y DE SERVICIOS ELECTORALES**

La elección se realizará como una elección conjunta en conformidad con un contrato de elección conjunta entre la Ciudad de Garland,

el Condado de Dallas, el Condado de Collin, y cualquier otra subdivisión política que participe en la elección conjunta. En conformidad con el contrato de elección conjunta, los Administradores Electorales de los Condados de Dallas y Collin servirán de administradores electorales de la elección de su condado respectivo, y nombrarán los funcionarios electorales que requiera la ley, según dicte la ley y el contrato de elección conjunta. Para efectos de procesamiento de las boletas de votación del período de votación anticipada, los funcionarios electorales de la junta electoral de votación anticipada de esta elección serán nombrados y designados en conformidad con las disposiciones del contrato de elección conjunta entre la Ciudad y su Condado.

Los Puestos de Conteo Centrales donde se tabulará y contará las boletas de votación de esta elección se ubicarán en los siguientes lugares:

Residentes de Garland que viven en el Condado de Dallas:

Dallas County Elections Administration Office  
1520 Round Table Dr.  
Dallas, Texas 75247

Residentes de Garland que viven en el Condado de Collin:

Collin County Elections Office  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

El Administrador, Supervisor de Tabulación, Juez Presidente y Juez Presidente Suplente de dichos Centros de Conteo Locales serán seleccionados, nombrados y designados en conformidad con los contratos de elección conjunta. El Administrador y Juez Presidente de dichos Puestos de Conteo Centrales puede nombrar secretarios para servir en los Puestos de Conteo Centrales, según dispone el Código Electoral de Texas, Sección 127.006, y sus enmiendas.

Por el presente se adopta y aprueba el sistema, o los sistemas, de votación que cumple(n) las normas y los requisitos del Código Electoral de Texas, y sus enmiendas, para la votación anticipada por comparecencia personal o por correo postal, y para la votación el día de elecciones.

### **Sección 3**

## **ELECCIÓN DE DESEMPATE**

Si ninguno de los candidatos recibe una mayoría de todos los votos para el puesto al que se ha postulado, se celebrará una elección de desempate el día sábado, 13 de junio de 2026, entre las horas de 7:00 a. m. y 7:00 p. m. con el fin de resolver el empate para cada puesto en que ningún candidato recibió una mayoría de todos los votos en la elección general.

### **Sección 4**

#### **ORDEN DE LOS NOMBRES DE LOS CANDIDATOS EN LAS BOLETAS DE VOTACIÓN**

El orden en que aparecen los nombres de los candidatos en la elección general y, de ser necesario, en la elección de desempate, será determinado por sorteo en una junta abierta que se realizará en la Salas del Consejo ubicada en el Ayuntamiento de Garland. El Secretario Municipal notificará a cada candidato de la hora de la junta en la que se realizará el sorteo, y presidirá dicho sorteo.

### **Sección 5**

#### **PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN**

Los precintos y sitios de votación para la elección serán los que establecen el Administrador Electoral del Condado de Dallas, para los residentes de Dallas, y el Administrador Electoral del Condado de Collin, para los residentes del Condado de Collin, en virtud de los contratos de elección conjunta.

Los residentes pueden usar los sitios web a continuación para ubicar los sitios de votación y obtener mayor información sobre la elección.

Todo residente de Garland

<https://www.garlandtx.gov/256/Elections>

Residentes de Garland que viven en el Condado de Dallas

<https://www.dallascountyvotes.org/>

Residentes de Garland que viven en el Condado de Collin

<https://www.collincountytexas.gov/elections/Pages/default.aspx>

## Sección 6 VOTACIÓN ANTICIPADA

Para los habitantes de Garland que viven en el Condado de Dallas el sitio principal de votación anticipada es el **Dallas County Elections Training/Warehouse, 1460 Round Table Dr, Dallas, Texas 75247**, o en cualquier otro lugar que autorice y establezca el Administrador Electoral del Condado de Dallas.

Para los residentes de Garland que viven en el Condado de Collin, el sitio principal de votación anticipada es **Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069**, o en cualquier otro lugar que autorice y establezca el Administrador Electoral del Condado de Collin.

Para todos los residentes de Garland, la votación anticipada por comparecencia personal puede realizarse en el área local, en cualquier sitio que autoricen y establezcan los Administradores Electorales del Condado de Dallas y del Condado de Collin.

Para obtener una solicitud de boleta de votación por correo postal, o información sobre cómo obtener la solicitud de boleta de votación, el residente debe comunicarse con el secretario electoral de su condado. La dirección postal oficial y otros datos de contacto del secretario de cada condado se detallan aquí.

### Residentes de Garland que viven en el Condado de Dallas:

Por correo postal a:

Paul Adams - Early Voting Clerk  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247

Por correo electrónico: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

Por teléfono: 214-819-6359

Por telefax: 214-819-6303

### Residentes de Garland que viven en el Condado de Collin:

Por correo postal a:

Elections Office  
Collin County Early Voting Clerk

2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

Por correo electrónico:  
[absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)  
Por teléfono: 972-547-1990  
Por telefax: 972-547-1996

***Las solicitudes para papeletas de votación por correo deben recibirse a más tardar para las 5:00 p. m. el día lunes, 20 de abril de 2026.***

#### **Votación Anticipada para la Elección General:**

La votación anticipada por comparecencia personal en la elección general, según se ordena en la Sección 1 anterior, se realizará los días indicados a continuación:

Lunes, 20 de abril de 2026 entre las horas de 8:00 a. m. y 5:00 p. m.

Martes, 21 de abril de 2026, no habrá votación por las Fiestas de San Jacinto.

Miércoles, 22 de abril de 2026 hasta viernes, 24 de abril de 2026, entre las horas de 8:00 a. m. y 5:00 p. m.

Sábado, 25 de abril de 2026 entre las horas de 7:00 a. m. y 7:00 p. m. (Entre las horas de 8:00 a. m. y 5:00 p. m. en el Condado de Collin).

Domingo, 26 de abril de 2026, entre las horas de 12:00 p. m. y 6:00 p. m. (no se ofrece en el Condado de Collin).

Lunes, 27 de abril de 2026 hasta martes, 28 de abril de 2026, entre las horas de 7:00 a. m. y 7:00 p. m.

#### **Votación Anticipada para una Elección de Desempate:**

Votación anticipada por comparecencia personal en una elección de desempate, en el caso de requerirse una elección de desempate, se llevará a cabo en los siguientes días:

Lunes, 1 de junio de 2026 al Viernes, 5 de junio de 2026,

entre las horas de 8:00 a. m. y 5:00 p. m.

Sábado, 6 de junio de 2026 entre las horas de 7:00 a. m. y 7:00 p. m. (Entre las horas de 8:00 a. m. y 5:00 p. m. en el Condado de Collin).

Domingo, 7 de junio de 2026, entre las horas de 12:00 p. m. y 6:00 p. m. (no se ofrece en el Condado de Collin).

Lunes, 8 de junio de 2026 hasta martes, 9 de junio de 2026, entre las horas de 7:00 a. m. a 7:00 p. m.

### **Sección 7**

#### **AVISO DE ELECCIÓN; PUBLICACIÓN Y ANUNCIO**

Esta orden de elección servirá de notificación de la elección, y esta notificación se:

(1) publicará por lo menos una vez, no antes del 30mo día y no posterior al 10mo día, previo a día de la elección general; dicha publicación incluirá una lista completa de todos los sitios de votación. y

(2) colocará en el tablero que se utiliza para publicar avisos de las juntas del Consejo Municipal; dicha copia también incluirá una lista completa de todos los lugares de votación, a más tardar para el 21er día anterior a la elección general.

### **Sección 8**

#### **ESCRUTINIO**

La Secretaria de la Ciudad presentará los resultados de la elección al Consejo Municipal en una junta del Consejo Municipal, para el escrutinio oficial de dicha elección en conformidad con el Código Electoral de Texas.

### **Sección 9**

#### **AUTORIZACIÓN PARA QUE EL ADMINISTRADOR MUNICIPAL Y LA SECRETARIA MUNICIPAL CELEBREN CONTRATOS DE ELECCIÓN**

Se autoriza al Administrador Municipal y a la Secretaria Municipal celebrar un contrato de elección con los Departamentos Electorales

del Condado de Dallas y del Condado de Collin y otras entidades, en el que se establecerá todas las citas electorales, la votación anticipada por correo, los sitios de votación dentro de la Ciudad de Garland, los pagos a los funcionarios electorales y los arreglos necesarios para la elección.

**Sección 10**  
**FECHA DE VIGENCIA**

Que este Decreto entrará en vigor y será vigente en el momento de, e inmediatamente después de, su adopción y aprobación.

**ADOPTADO Y APROBADO** este día 3 de Febrero de 2026.

**CIUDAD DE GARLAND, TEXAS**

\_\_\_\_\_  
Alcalde

**DOY FE:**

\_\_\_\_\_  
Secretaria Municipal

**PUBLICADO:** \_\_\_\_\_



## GARLAND

### CITY COUNCIL STAFF REPORT

3

**Meeting Date:** February 2, 2026

**Title:** Introduction of Sarah Washburn, Police Legal Advisor

**Submitted by:** Brian England, City Attorney

**Strategic Focus Area:** Future-Focused City Organization

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#### Issue / Summary

Introduction of Sarah Washburn, Police Legal Advisor.

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#### Background

Sarah Washburn is an experienced legal professional and police advisor with a career spanning defense, prosecution, and as a statewide agency police legal advisor. She earned her law degree from Washburn University School of Law in Topeka, Kansas, in 2010, laying the foundation for a career dedicated to public service.

Following law school, Sarah began her career as a defense attorney in western Kansas, gaining firsthand experience advocating for clients within the criminal justice system. In 2011, she joined the Lyon County Attorney's Office, where she served as a prosecutor until 2015. In this role, she handled a broad range of criminal matters including the entire traffic, fish and game docket, misdemeanor and felony crimes against persons, and all levels of drug offenses. She has handled cases from charging through to argument in front of the Kansas Court of Appeals and even a direct murder appeal to the Kansas Supreme Court.

In 2015, Sarah transitioned to statewide service with the Kansas Highway Patrol, where she worked for eight years in roles that married her legal expertise to law enforcement operations. During these years, she taught new recruits at the basic academy, covering topics such as search and seizure, traffic stops, search warrants, criminal law and code, and testifying in court. She also taught troopers each year at their in-service, covering topics such as human trafficking, Miranda, as well as providing legal instruction on changes in case law from the United States Supreme Court, the Kansas Supreme Court, and the Kansas Court of Appeals.

In 2023, Sarah continued her commitment to public safety with the Kansas Bureau of Investigation. While with the KBI, Sarah continued to teach at the Bureau's New Agent Academy, covering such topics as Constitutional Law as well as Brady, Giglio, and Garrity. Sarah also reviewed trap and trace / pen register warrants and was available to answer questions from agents as they worked on cases including in-custody deaths, public corruption, child sexual abuse, narcotics distribution and homicide.

In December of 2025, the Texas Board of Law examiners approved Sarah for her Texas law license, and she moved to Garland to accept the role of the Police Legal Advisor for the Garland Police Department. She was sworn in by a judge of the Garland Municipal Court for her Texas License on January 6, 2026, and looks forward to continuing her career as a counsel for law enforcement working with the men and women of the Garland Police Department.

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#### Consideration / Recommendation

N/A

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**Attachments**

None



## GARLAND

### CITY COUNCIL STAFF REPORT

4

**Meeting Date:** February 2, 2026

**Title:** Introduction of Lilly Clarke, Managing Director

**Submitted by:** Matthew Watson, Assistant City Manager

**Strategic Focus Area:** Future-Focused City Organization

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#### Issue / Summary

Introduction of Lilly Clarke, Managing Director.

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#### Background

Lilly Clarke rejoined the City of Garland as the Managing Director of Human Resources on Monday, Dec. 15. She has 23 years of municipal human resources experience, including 22 years of service within the City of Garland's Human Resources Department. Most recently, she served as the Director of Human Resources for the Town of Sunnyvale, where she oversaw both HR and Risk Management operations.

A Garland native, Clarke has a deep understanding of the community, its values and the organization she is returning to serve. She holds a Bachelor of Business Administration from East Texas A&M University and maintains three senior-level HR certifications: Senior Professional in Human Resources (SPHR), SHRM Senior Certified Professional (SHRM-SCP) and Public Sector Senior Certified Professional (PSHRA-SCP). She is also pursuing an All-Lines Adjuster license.

Clarke is a proud graduate of Leadership Garland through the Garland Chamber of Commerce. She is fluent in English and Spanish, enhancing her ability to support and connect with a diverse workforce and community.

Clarke is excited to leverage her extensive leadership and HR expertise to meet the evolving needs of Garland's workforce and champion a positive work environment where employees feel empowered and inspired to serve the community with excellence.

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#### Consideration / Recommendation

N/A

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#### Attachments

None



# GARLAND

## CITY COUNCIL STAFF REPORT

5

**Meeting Date:** February 2, 2026

**Title:** Garland Fire Department and RightSite for Non-emergency Patients

**Submitted by:** Mark Lee, Fire Chief

**Strategic Focus Area:** Safe Community  
Customer-Focused City Services

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### Issue / Summary

Staff will provide an introduction to a new program offered through the Garland Fire Department and Garland Police Department Dispatch.

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### Background

The Garland Fire Department has been looking for opportunities to provide non-emergency transportation for non-emergency patients for approximately two years. Many patients transported by the Garland Fire Department EMS crews are patients that want to be seen by a physician, yet have no way to get to the proper care site. Or, they don't have the money to get to a care site appropriate to their needs. So, they call 9-1-1, and we send crews to evaluate them, determine if they want to go to the hospital, and if so, take them to the emergency room.

This activity results in ambulances being used to transport patients to a facility that is overcrowded where they can wait several hours to be seen. Our units are out of the city delivering these patients, starting their reports, and trying to get back to Garland before the next call is dispatched in their district. Too many times, they don't get back in time, and out-of-district ambulances make the next call, creating a gap in their district. Before long, the department is in an ambulance overload, with some of the active calls being non-emergent.

This project will partner with RightSite, who will help get the right patient to the right place if they need to be seen at urgent care, or to stay home and have meds brought to them. They also provide follow-up for the patients that may need additional resources beyond their initial call. They get them to the right site, at the right time, and back home again if needed.

RightSite can ease the load on our ambulances and the emergency rooms that we transport to. They can also assist our community in maintaining their health by getting the right care. The costs associated with this care are burdened on the insurance companies. For the non-insured, RightSite works with insurance and hospital foundations who provide the funding for this care. The hospitals win by keeping non-emergent patients out of the ER. Insurance companies win by having lower costs submitted through Urgent Care, or Telehealth services instead of the higher costs associated with emergency care. The Garland Fire Department wins by being in service a bit more, and by assuring patients get the right level of care quicker when non-emergent. Lastly, most importantly, the community wins by getting health care at the right time at a lower cost to their insurance, and with no cost to the uninsured. All at no cost to the City of Garland, other than the normal costs associated with taking and responding to a call for service.

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### Consideration / Recommendation

Consider approval for allowing Garland Fire Department and Garland Police Department Dispatch to move

ahead with contracting services with RightSite.

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#### **Attachments**

- A. RightSite AM Slide Deck to print



**RIGHT  
SITE**

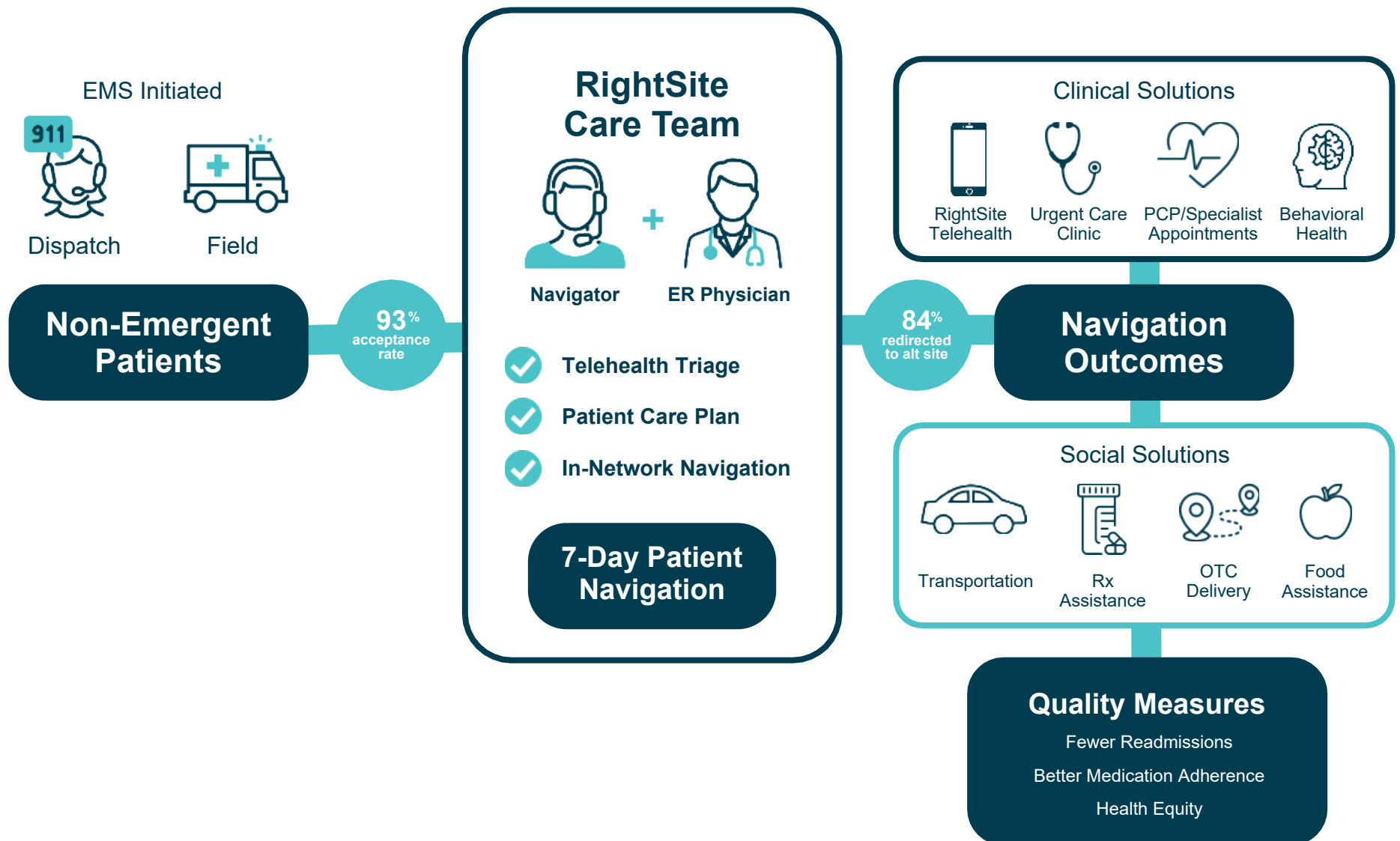
**Want to  
see an  
ER doc  
right now?**



# Too many 911 calls, not enough emergencies.

- Many 911 calls aren't true emergencies.
- Each unnecessary transport wastes time and resources.
- ER visits for non-emergent patients often lead to repeat 911 calls.

# How it works



# Fewer transports, more availability



**93%**

Of patients accept  
**RightSite** when  
offered.



**84%**

Of patients are  
redirected without  
ambulance use.



**80%**

Of patients had  
their barrier to care  
resolved.



**Community  
Satisfaction  
Rating**

# Case Highlight

## A 23-year-old female with a sore throat

The patient called 911 after having a sore throat for the past three days. She shared that she didn't have transportation or a PCP.

Dispatch evaluated the patient's condition as non-emergent and asked her if she would like to be escalated to a telehealth visit with RightSite's ER Physician. She agreed.

During the RightSite telehealth exam, the RightSite ER Physician confirmed that the patient's condition was not emergent. The physician recommended she be seen at a nearby urgent care clinic.

The RightSite Navigator located a nearby urgent care clinic and arranged an Uber to take her to and from her appointment. The next day, the Navigator followed up with her to check in on her symptoms and help her find a PCP to establish ongoing care.



**Dr.  
Leong**

Loves her kids, coffee  
and Kona, Hawaii.



**Leann**

Elevating voices.  
Inspiring change.

### **SDOH Addressed**

- Transportation Assistance
- PCP Appointment
- 7-Day Patient Navigation

**Patient Satisfaction Score: 10/10**

### **Patient Feedback:**

"They actually listened and they took my input into consideration. I didn't really want to go to the hospital."

# RightSite is a Provider

- No Charge to EMS
- Available for All Patients (Insured, Uninsured, Underinsured)
- No Technology Integration Required
- All Modes of Patient Initiation
- Health Plans Fund
- Telehealth at Home with a Board-Certified ER Doctor
- Social Service Navigation for All Patients



# Thank you

Visit: [RightSiteHealth.com](https://RightSiteHealth.com)

Contact: Larry Movsik | 817-438-8878 | [Larry.Movsik@RightSiteHealth.com](mailto:Larry.Movsik@RightSiteHealth.com)

Let's stay  
connected!





# GARLAND

## CITY COUNCIL STAFF REPORT

6

**Meeting Date:** February 2, 2026

**Title:** Agreement with the City of Garland and Parkland ILA Update

**Submitted by:** Karen Archibald, Library Director

**Strategic Focus Area:** Enhanced Quality of Life through Amenties Arts and Events  
Customer-Focused City Services

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### Issue / Summary

The City of Garland, in partnership with Parkland Health, has developed a pilot program to expand access to telehealth services for at-risk residents. The initiative will launch at the South Garland Library, providing private, secure spaces and technology for residents to connect virtually with Parkland providers. Council is requested to receive this update and provide direction on advancing the program.

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### Background

In August 2024, Council was briefed on a potential partnership with Parkland Health to address healthcare access barriers faced by Garland residents, particularly in areas with high social vulnerability. Options considered included installation of telehealth pods and providing MyChart access on public computers in private settings such as library study rooms.

Since that briefing:

- South Garland Library was identified as the pilot site, with available kiosks and study rooms to host private telehealth sessions.
- An Interlocal Agreement (ILA) has been drafted and reviewed by both the City Attorney and Parkland's legal team.
- City IT, Library, and Parkland are coordinating to ensure technology integration and ongoing support.
- Parkland will provide the pod and related equipment, while the City will manage maintenance, cleaning, and on-site technical support.

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### Consideration / Recommendation

Staff recommends approval of the ILA.

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### Attachments

- A. Parkland - City of Garland Interlocal Agreement for Telehealth Pods\_final\_9.9.25 FINAL
- B. CC WS Briefing Parkland Telehealth Partnership Update and ILA February 2026

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GARLAND AND DALLAS  
COUNTY HOSPITAL DISTRICT D/B/A PARKLAND HEALTH FOR USE OF CITY  
LOCATIONS FOR TELEHEALTH APPOINTMENTS

As of \_\_\_\_\_ (the “Effective Date”), this INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into in the County of Dallas, State of Texas, by and between the CITY OF GARLAND, TEXAS, a Texas home-rule municipality, duly incorporated and existing under the constitution and laws of the State of Texas (“City”), and DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH, a hospital district and political subdivision of the State of Texas organized and existing under Chapter 281 of the Texas Health & Safety Code (“Parkland,” and together with City, the “parties”).

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, City and Parkland are political subdivisions for purposes of the Act and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Parkland declares its intention to collaborate with organizations that share the same mission(s) as Parkland, including providing quality, low-cost medical, hospital, and other health related services to persons in a manner that is consistent with the patient’s needs, values, and recognized belief systems; and

**WHEREAS**, the City’s mission includes promoting the health and safety of its residents; and

**WHEREAS**, City and Parkland recognize the need to cooperate in programs to safeguard the public health and welfare of their resident communities; and

**WHEREAS**, Section 272.005 of the Texas Local Government Code authorizes City to provide space in its property to Parkland, at less than fair market value, to promote a City public purpose without complying with any competitive purchasing procedure or any notice and publication requirements; and

**WHEREAS**, Parkland offers various telehealth services, including telemedicine, that allow Parkland patients to obtain health care from a different physical location than their healthcare provider, include online access to patients’ medical records, enable patients to manage and receive information about their health, and allow patients to have a virtual, private appointment from any mobile device or computer for routine healthcare needs; and

**WHEREAS**, City and Parkland desire to enter into this Agreement to provide for the City’s grant of a license to Parkland for use of space at select City facilities, and Parkland’s grant of a license to City for use of certain Parkland assets, for Parkland to provide telehealth services in accordance with this Agreement.

**NOW, THEREFORE,** THIS AGREEMENT is hereby made and entered into by City and Parkland for the mutual considerations stated herein:

**1.0 REVOCABLE LICENSE/PERMITTED USE/OBLIGATIONS OF THE PARTIES**

1.1 City hereby grants to Parkland, and Parkland hereby accepts from City, a non-exclusive, revocable license to use space at the City facilities listed on **Exhibit A** hereto (each a “Virtual Care Site,” and together, the “Virtual Care Sites”) solely for the purpose of providing telehealth services to City residents through a Pod (as defined below).

1.2 Parkland agrees that it will purchase and facilitate delivery and installation of an enclosed pod unit with soundproofing features and frosted glass or other visual shielding (each, a “Pod”) at each Virtual Care Site listed on Exhibit A, together with appropriate furnishings and equipment for the safe and convenient use of the Pods for telehealth services. Parkland hereby grants to City a revocable license to use each Pod and its contents installed at a Virtual Care Site as of the date such Pod is installed, and during the Term of this Agreement. The Parties agree that each Pod is and shall remain at all times removable personal property of Parkland and is not a fixture or otherwise incorporated into City’s real property.

1.3 City shall identify adequate indoor space at each Virtual Care Site for the installation of a Pod (as defined below) at each Virtual Care Site and shall ensure that each such Pod is placed in a location with continuous electricity and internet access sufficient for patients to access telehealth resources inside the Pod. City will ensure that each Pod is sited in a way that facilitates safe, convenient, and equitable access by patients and promotes patient privacy. Parkland may, at its option, inspect the proposed location of a Pod within a Virtual Care Site before installation and may, in its discretion, accept or reject such location. City agrees that installation will be performed by third-party vendors and hereby releases and disclaims any claim or cause of action against Parkland arising from or related to delivery or installation of a Pod. Promptly following delivery and installation of each Pod, City shall maintain the Pod and its contents, including telehealth equipment, in good working order sufficient to enable safe, comfortable, and private telehealth services for Pod users. At or around the time of installation, Parkland will, upon request, share with City information regarding privacy and security practices City may wish to adopt to support user privacy and the security of the technology within the Pod. City understands and agrees that such information is provided as-is and without any warranty as to its sufficiency, and that City remains responsible for designing, implementing, and maintaining appropriate information privacy and security measures for the Pods and the technology contained therein.

1.4 City shall ensure that the Pod is available to the general public to access telehealth services during each Virtual Care Site’s normal operating hours. Parkland will, upon request, provide general information to City regarding the use of the virtual resources in each Pod to access Parkland telehealth services and City staff may provide general assistance to patients in accessing each Pod and the resources therein. However, City shall prohibit staff from accessing a patient’s protected health information or legal health record without the patient’s written authorization in a form compliant with applicable law. City shall not and shall prohibit staff from copying, removing, or reproducing any protected health information or any portion of a patient’s legal health record without the patient’s written authorization. City shall further prohibit staff from providing health or medical advice to patients and shall direct requests for technical assistance with telehealth

resources to the appropriate support line. City agrees that it will undertake commercially reasonable efforts in hosting the Pods, maintaining and/or replacing any video visit hardware, and interacting with patients who are using the Pods for telehealth services, to avoid inadvertent access to or disclosure of protected health information or a breach of the secure transmission of information to or from a patient.

1.5 Parkland shall provide City staff with copies of informational and resource guides. City may distribute such guides to patients who may use the Virtual Care Sites. This Agreement does not require City or City staff to refer patients to Parkland or any affiliated person or entity, solicit patients for Parkland or any affiliated person or entity, or advertise Parkland-affiliated healthcare services to any actual or prospective Parkland patient.

1.6 In providing telehealth services at Virtual Care Sites, Parkland shall adhere to all applicable privacy and data security laws and regulations with regard to patient data, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, Homeland Security Standards & Guidelines, the Criminal Justice Information Services (CJIS) Security Policy, the Payment Card Industry Data Security Standard (PCI DSS), and International Organization for Standardization (ISO) standards.

1.7 City understands and agrees that the purchase and use of the Pods is subject to external conditions imposed as a condition of the funding and agrees that it will comply with such funding terms and conditions as Parkland provides to City in writing.

1.8 Each Party shall notify the other party within two business days following the discovery of a patient privacy or data security breach, or the suspicion of such a breach, related to telehealth services or use of a Pod.

## 2.0 TERM AND TERMINATION

2.1 The term of this Agreement shall commence upon the Effective Date and shall continue for a term of one year, which shall automatically renew unless terminated.

2.2 Either party may terminate this Agreement with 30 days' written notice to the other party at any time for its convenience. Notwithstanding the foregoing, either party may terminate this Agreement immediately without any notice upon a finding of default by the other party, or if either party finds, in its sole discretion, that termination is necessary or convenient to the public interest, safety, health, or comfort. In the event City terminates this Agreement, City shall make the Pods and all Parkland-supplied equipment and furnishings, in good working order, reasonable wear and tear excepted, available for retrieval by Parkland within 30 days.

2.3 In the event the Pod becomes unsafe or otherwise not reasonably available for the purposes described in this Agreement, if City removes the Pod from the Virtual Care Site, or if City ceases to make the Pod available for telehealth services, City shall promptly notify Parkland and the Agreement shall terminate as of the date of such notice.

2.4 Upon termination or expiration of the Agreement, Parkland may at its option remove or engage a third party to remove the Pod and/or its contents from the Virtual Care Site

during normal business hours and upon reasonable notice to City. Alternatively, City may request and Parkland agree to otherwise repurpose the Pod and contents.

### 3.0 ADMINISTRATION

3.1 City's city manager or designee ("Director") shall administer this Agreement for City.

3.2 Parkland's Associate Chief Medical Officer/Chief Medical Informatics Officer, or designee, shall administer this Agreement for Parkland.

3.3 City and Parkland shall maintain open communication to address any concerns that arise between or among City, Parkland, and/or affected patients related to the use of Virtual Care Sites for telehealth services. Each party agrees that it will, within 10 business days of a request by the other party, provide a representative with reasonable authority (director level or above) to meet at an agreed-upon date, time, and location and engage in a good-faith attempt to resolve any such concerns that arise.

### 4.0 RESPONSIBILITIES OF PARTIES

4.1 As between the Parties, Parkland and City shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors which may arise in connection with this Agreement. In the event of joint or concurrent negligence, Parkland and City agree that responsibility shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to Section 5.1 below. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

4.2 City agrees that it will, at all times during the term of this Agreement, maintain in full force and effect general liability insurance applicable to claims arising from the use of the Pods, and property and casualty liability insurance sufficient to cover the replacement cost of the Pods and contents, or self-insurance for same to the extent permitted by applicable law under a plan of self-insurance. It is expressly agreed that City will be solely responsible for all costs of such insurance, any and all deductible amounts in any policy, and any denials of coverage made by its respective insurers.

### 5.0 IMMUNITY

**5.1 THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO PARKLAND'S SOVEREIGN IMMUNITY AND CITY'S GOVERNMENTAL IMMUNITY, INCLUDING, WITHOUT LIMITATION, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY, OR A WAIVER OF ANY TORT LIMITATION, THAT CITY OR PARKLAND HAS BY OPERATION OF LAW OR OTHERWISE. NOTHING**

**IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.**

**6.0 NOTICE**

6.1 Any notice, payment, statements, or demand required or permitted to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by regular U.S. Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three business days subsequent to the deposit of the notice in the United States mail in accordance herewith. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

If intended for Parkland, to:

Dallas County Hospital District  
d/b/a Parkland Health  
5200 Harry Hines Boulevard  
Dallas, Texas 75235  
Attn: Senior Vice President – Community Integrated Health  
w/ copy to: Attn: EVP & Chief Legal Officer

If intended for City, to:

City of Garland  
200 N. Fifth Street  
Garland, TX 75040  
Attn: City Manager  
w/copy to the Office of the City Attorney

**7.0 MISCELLANEOUS PROVISIONS**

7.1 City and Parkland agree and acknowledge that this Agreement is entered into by and between City and Parkland only and is not intended to inure to the benefit of any other party. No party other than City and Parkland may claim a benefit pursuant to this Agreement.

7.2 City and Parkland shall not sell, assign, transfer, or otherwise convey this Agreement, in whole or in part, without the prior written consent of the other party. As an express condition of consent to any assignment, City and/or Parkland, as applicable, shall remain liable for completion of the Agreement obligations or work in the event of default by the successor contractor or assignee.

7.3 This Agreement, including Exhibits A and B, may be revised at any time by written mutual consent of the parties. No oral modifications can be made to this Agreement. Any alterations, additions or deletions to the terms of this Agreement which are required by changes in

federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

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

7.5 The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

7.6 This Agreement and its Exhibits constitute the entire agreement between the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters in this Agreement.

7.7 Parkland and City acknowledge that neither party is an agent, employee, or joint enterprise of the other.

7.8 In the event that one or more provisions contained in the Agreement is held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

7.9 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. The obligations of the parties to this Agreement shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.

7.10 The parties agree that this Agreement is entered into pursuant to the authority of Chapter 791 of the Texas Government Code. The parties hereto agree that this Agreement is for the performance of government functions and services as described in Chapter 791. Pursuant to the Inter-local Cooperation Act, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7.11 Parkland is a political subdivision of the State of Texas. Parkland shall have the right, upon the failure of the Parkland Board of Managers, the Dallas County Commissioners Court, or the Texas State Legislature, as applicable, to approve this Agreement and/or appropriate finances to meet the terms and obligations herein, to terminate this Agreement as of the effective date of such lack of fiscal funding. Parkland shall (i) give City written notice of the exercise of such option promptly upon Parkland's receipt of notice of such non-appropriation, and (ii) provide City with written evidence of such non-appropriation upon request and to the extent the same exists.

7.12 City is a political subdivision of the State of Texas. City shall have the right, upon the failure of the Garland City Council or the Texas State Legislature, as applicable, to approve this Agreement and/or appropriate finances to meet the terms and obligations herein, to terminate this Agreement as of the effective date of such lack of fiscal funding. City shall (i) give Parkland written notice of the exercise of such option promptly upon City's receipt of notice of such non-

appropriation, and (ii) provide Parkland with written evidence of such non-appropriation upon request and to the extent the same exists. Such notice shall constitute a notice of termination by City pursuant to Section 2.2, above.

7.13 City represents and warrants that all services provided will comply with applicable laws. City represents and warrants to Parkland that (a) City is not excluded from any federal health care program, as defined under 42 USC Section 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) no basis for exclusion from any health care program exists; (c) City has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that City knows or should know are excluded from participation in any federal health care program; and (d) no final adverse action, as such term is defined under 42 USC Section 1320a-7e(g), has occurred or is pending or threatened against City or to City's knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). City, during the term of the Agreement, shall notify Parkland of any Exclusions/Adverse Actions or any basis thereof within 15 days of its learning of any such Exclusions/Adverse Actions or any basis thereof.

7.14 Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee as those terms are understood herein.

7.15 The parties understand and agree that they are required to comply with Texas Government Code, Chapter 552, commonly referred to as the Texas Public Information Act ("TPIA") as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas when responding to records requests made under the TPIA. Nothing in this Agreement shall require either party to fund, reimburse, institute or participate in any litigation relating to a request for information that the other party considers to be confidential. The parties agree to comply with the TPIA, a subpoena, court order, search warrant, or other legal process.

7.16 All parties agree to provide a vigorous defense of this Agreement in the event of litigation by a third party to challenge the validity or enforceability of this Agreement. The cost of such defense shall be borne by the party incurring same.

7.17 This Agreement has been duly executed and delivered by both parties and constitutes a legal and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

EXECUTED this, the \_\_\_\_ day of \_\_\_\_\_, 2025, by the CITY OF GARLAND, signing by and through its City Manager, duly authorized to execute same by Administrative Action No. 25-\_\_\_\_\_, approved by the City Manager on \_\_\_\_\_, 2025, and by DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH, signing by and through its \_\_\_\_\_, duly authorized to execute same by \_\_\_\_\_, adopted by \_\_\_\_\_ on \_\_\_\_\_, 2025.

CITY OF GARLAND

City Manager

BY \_\_\_\_\_

City Manager

DALLAS COUNTY HOSPITAL DISTRICT

d/b/a PARKLAND HEALTH

BY: \_\_\_\_\_

PRINTED

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**  
**VIRTUAL CARE SITES**

| <b><u>Location:</u></b>      | <b><u>Address:</u></b>                                           |
|------------------------------|------------------------------------------------------------------|
| <b>South Garland Library</b> | <b>4845 Broadway Blvd. (at Oates Rd.), Garland,<br/>TX 75043</b> |
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GARLAND

# City of Garland

## Parkland and City of Garland: Telehealth Partnership Update

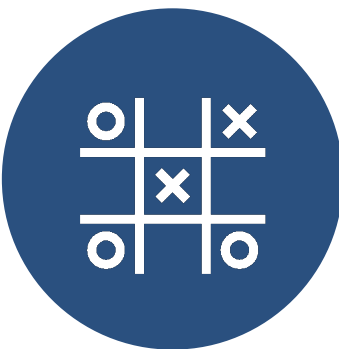
# Project Overview

Presented to Council August 4, 2024



## Goal

Increase access to healthcare for at-risk patients.



## Strategy

Provide free, private, and easily accessible technology for virtual healthcare.



## Options

1. Installation of Telehealth pods in under-served areas.
2. Installation of MyChart shortcuts on public-access computers in semi-private areas.

# PARKLAND HEALTH VIDEO VISIT BOOTH

### GET ACCESS TO PARKLAND VIRTUAL CARE TODAY!

Need to see a doctor for a health concern or to refill medications? Visit the Parkland Health Video Visit Booth located at Inspired Vision Compassion Center and schedule a video visit today!

### WHAT IS THE VIDEO VISIT BOOTH?

The Video Visit Booth is a private and soundproof “pod” used to schedule and complete video visits with Parkland Health providers.

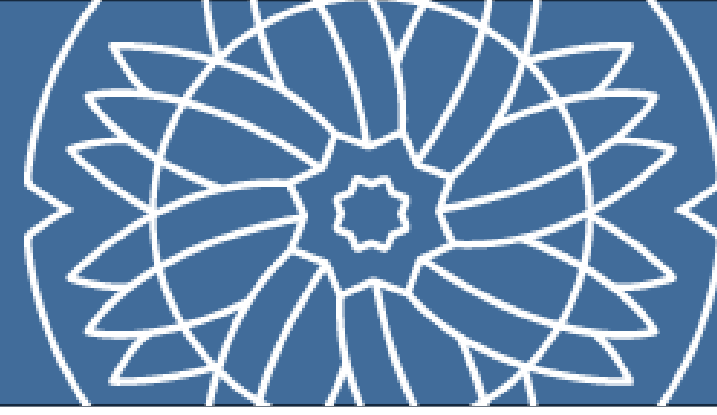
### WHAT DO I NEED TO SCHEDULE A VIDEO VISIT?

You will need a **Parkland Health MyChart** account.

### NEED ASSISTANCE?

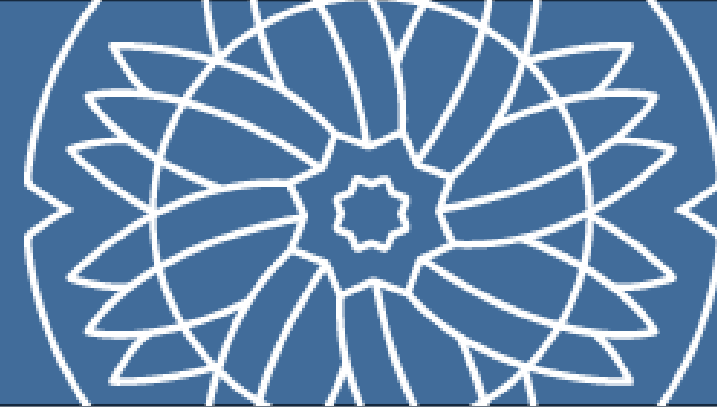
For help with MyChart or video visits contact the **Parkland eSupport Line** at 214-590-8324 or by email at [mycharthelp@phhs.org](mailto:mycharthelp@phhs.org).





## Additional Information

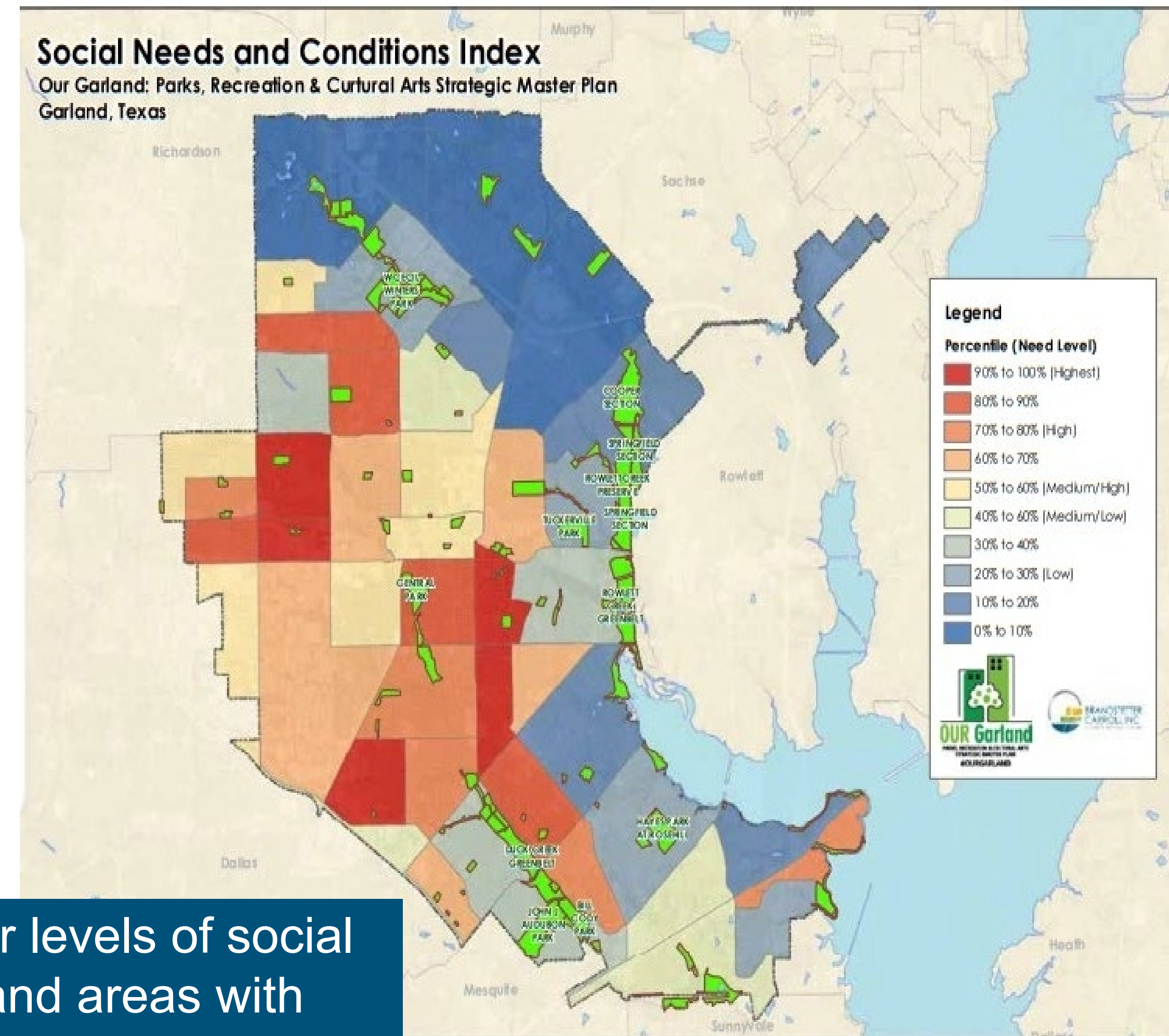
- Provide telehealth video visits for Parkland patients, both insured and uninsured.
- To use the service, patients will need to have an established Medical Record Number (MRN).
- Patients from other medical offices with MyChart access (examples: Baylor, Methodist) can also use the booth.
- The City is responsible for providing an indoor space with electricity, internet connectivity, and accessible placement.
- The service is available to the public during normal operating hours.
- Service is provided to the public for free.



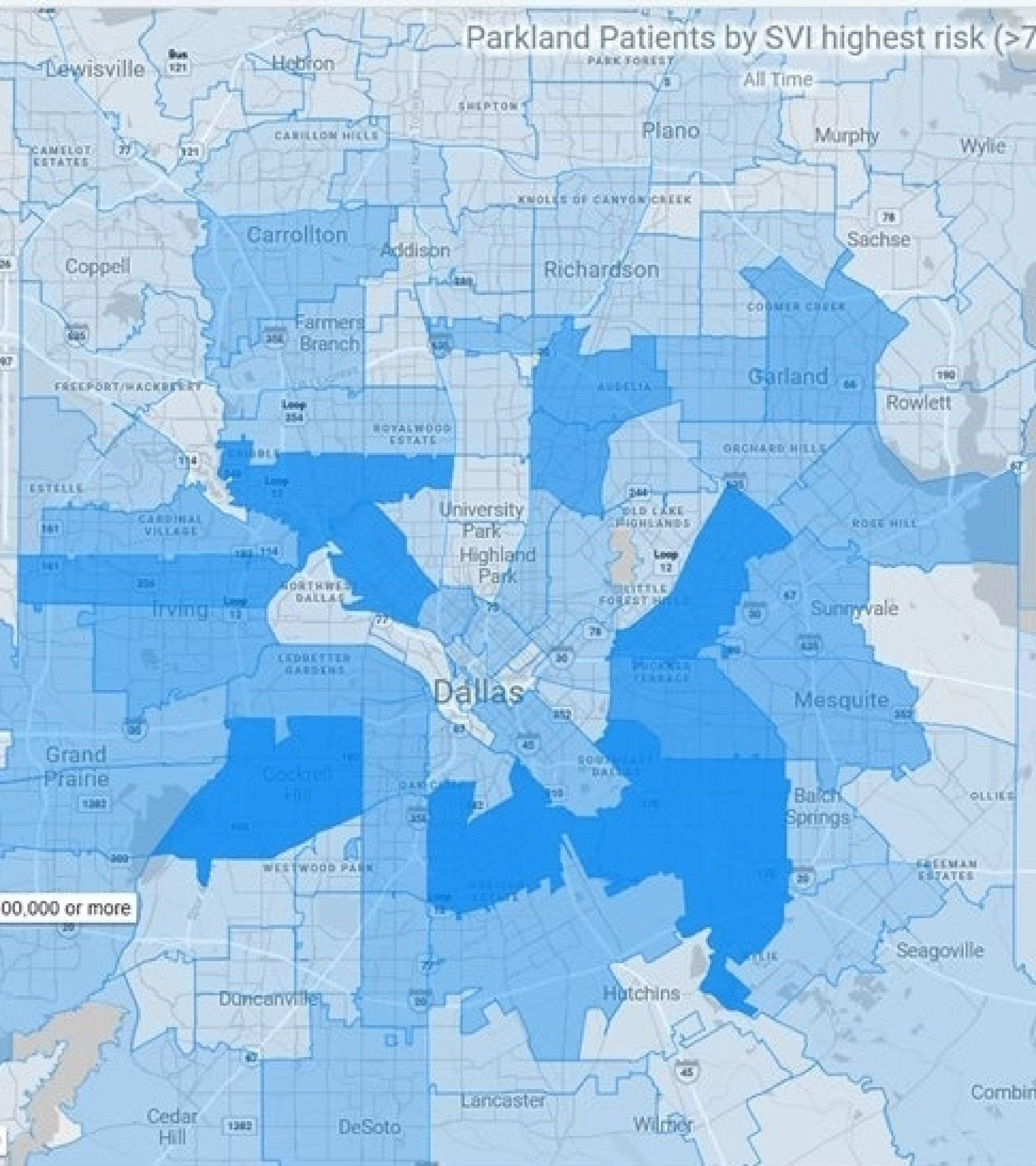
## Sources Used

- Parkland Patient Vulnerability Risk
- Composite Social Needs and Conditions Index Score (Parks Master Plan, 2019)
- Digital Divide
- Lack of Health Insurance
- Concentrations of Households Below Poverty Level
- General Health of Adults in Area
- Presence of Physicians in the Immediate Area

## Parks Department Social Needs and Conditions Index



Areas with higher levels of social needs are red and areas with lower levels are blue.

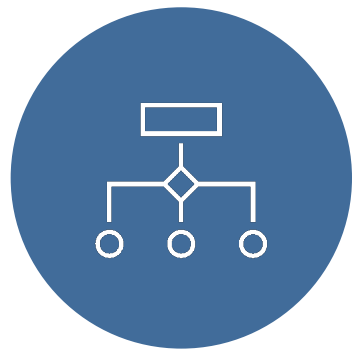


Parkland Patients by SVI highest risk (>7

# Why This Matters

Data Driven Analysis

Map: Social Vulnerability Index >74% by Zip Code



## Barriers to Access

- 20% of Garland households live below poverty line.
- Estimated 24% of residents are uninsured (2025, Census).



## Digital Divide

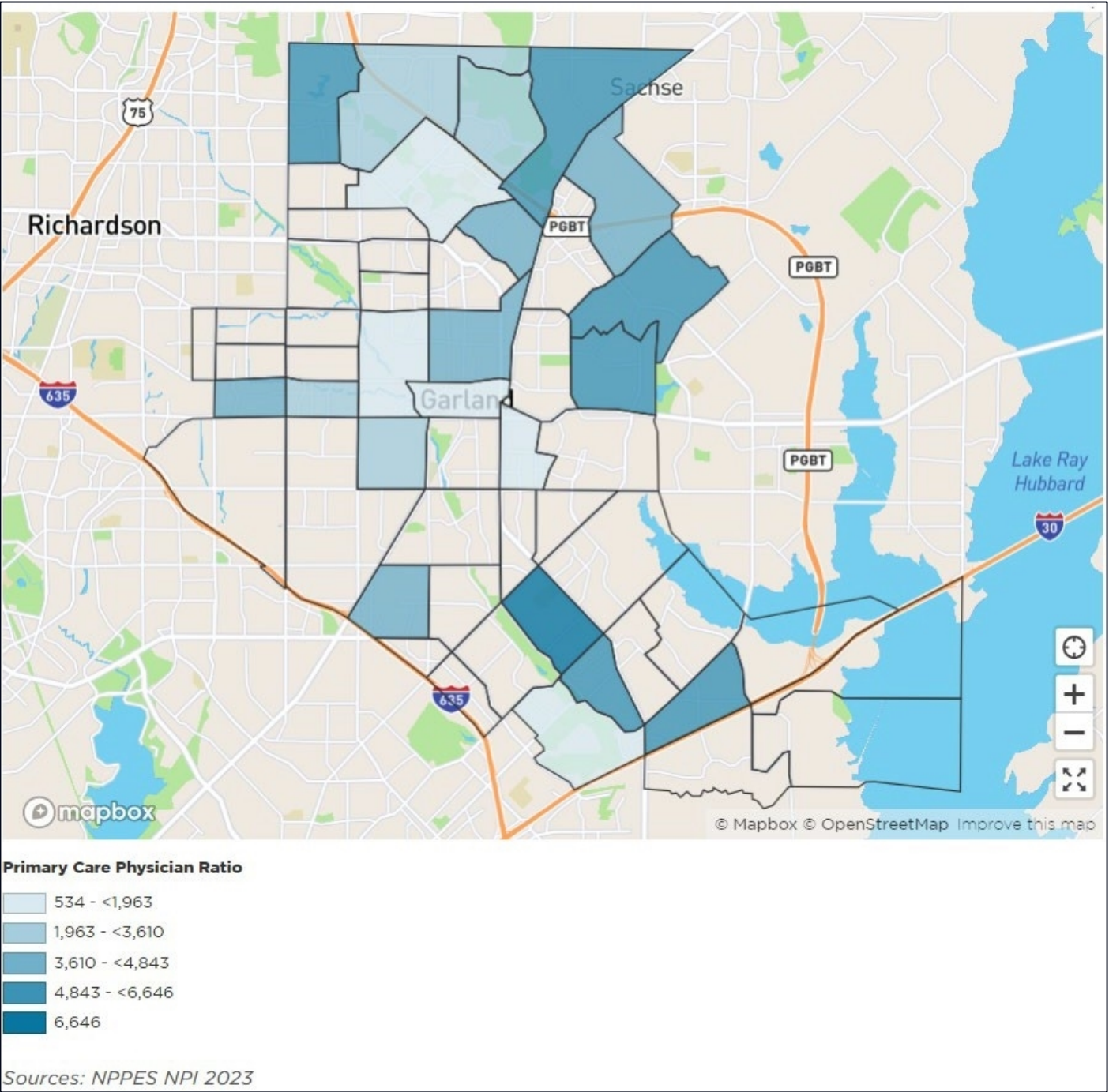
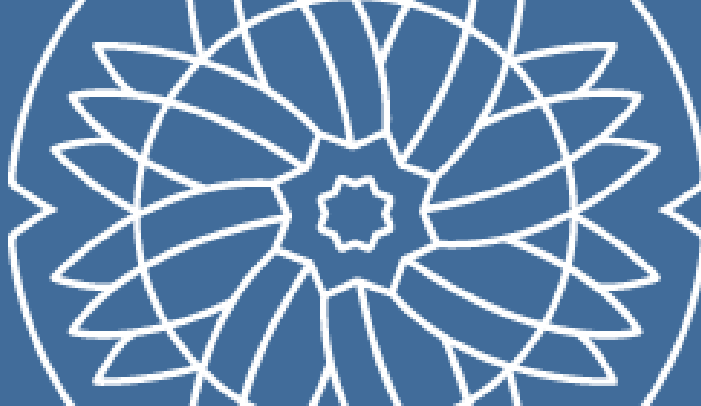
15% of households lack reliable internet access or do not have a computer other than a cell phone.



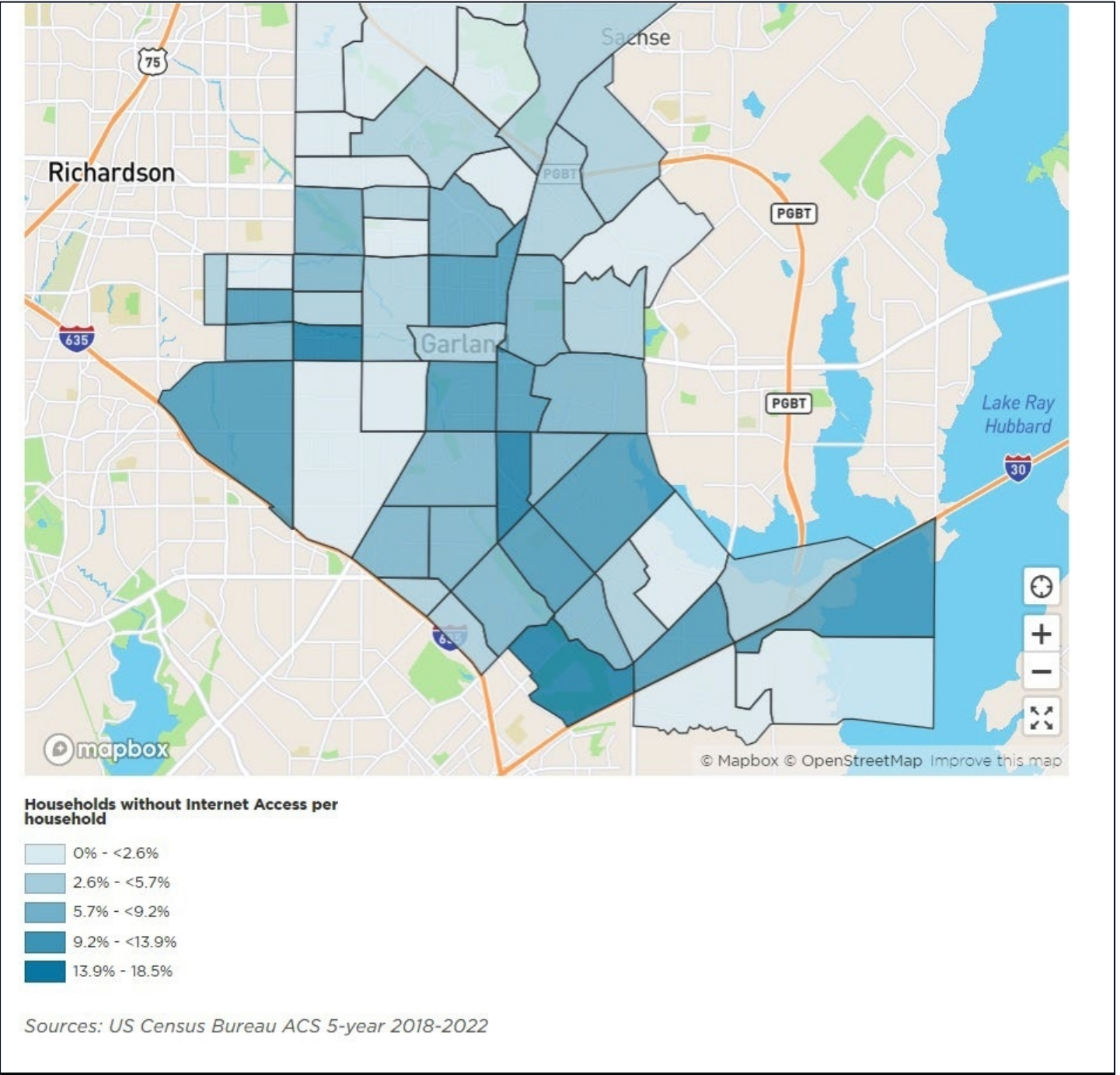
## Physician Shortages

Ratio of Primary Care Physician for every Garland Resident is 1:2,210

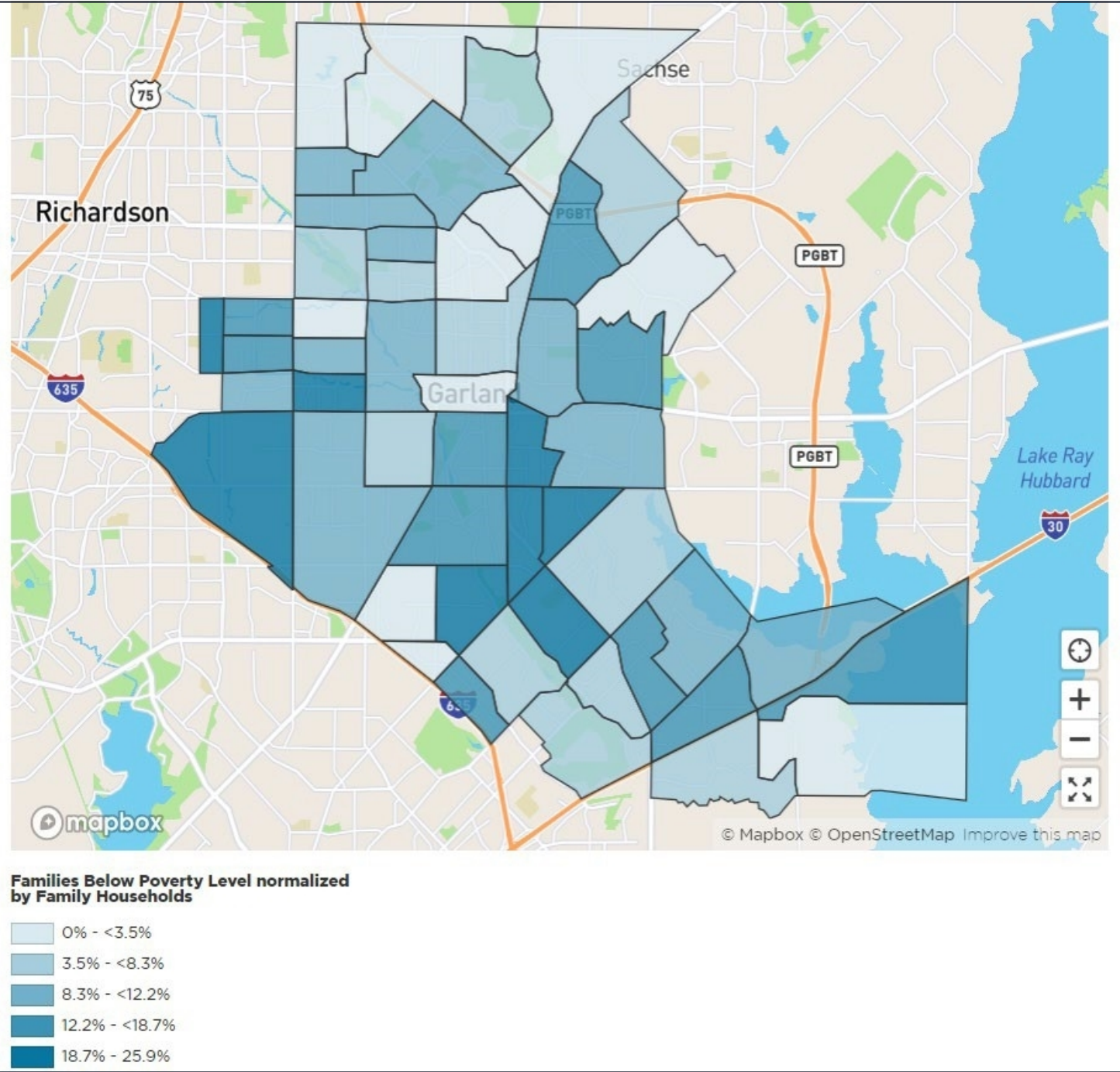
# Data Informed Site Selection



Primary Care Physician Ratio

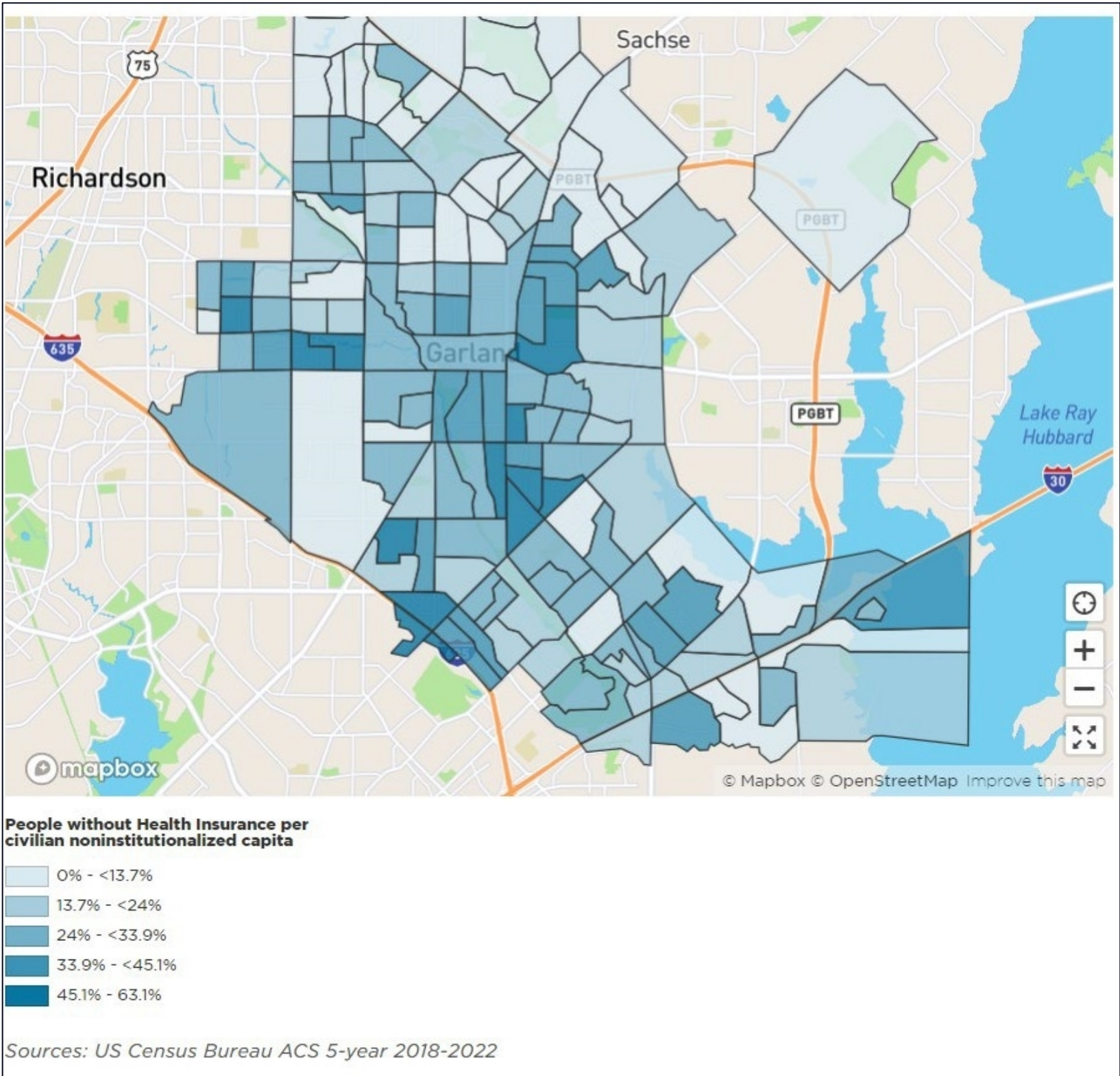
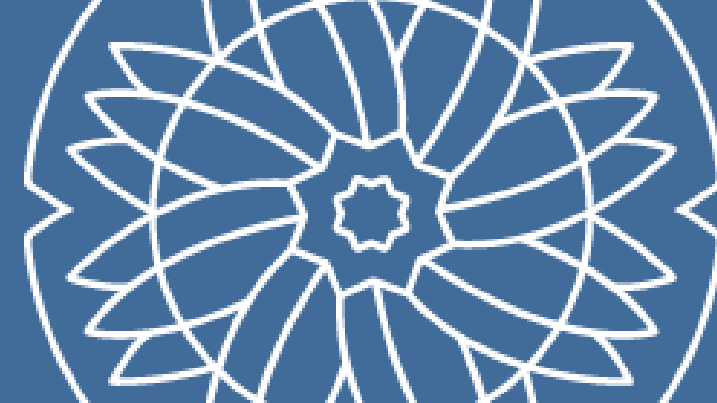


Households without Internet Access per household

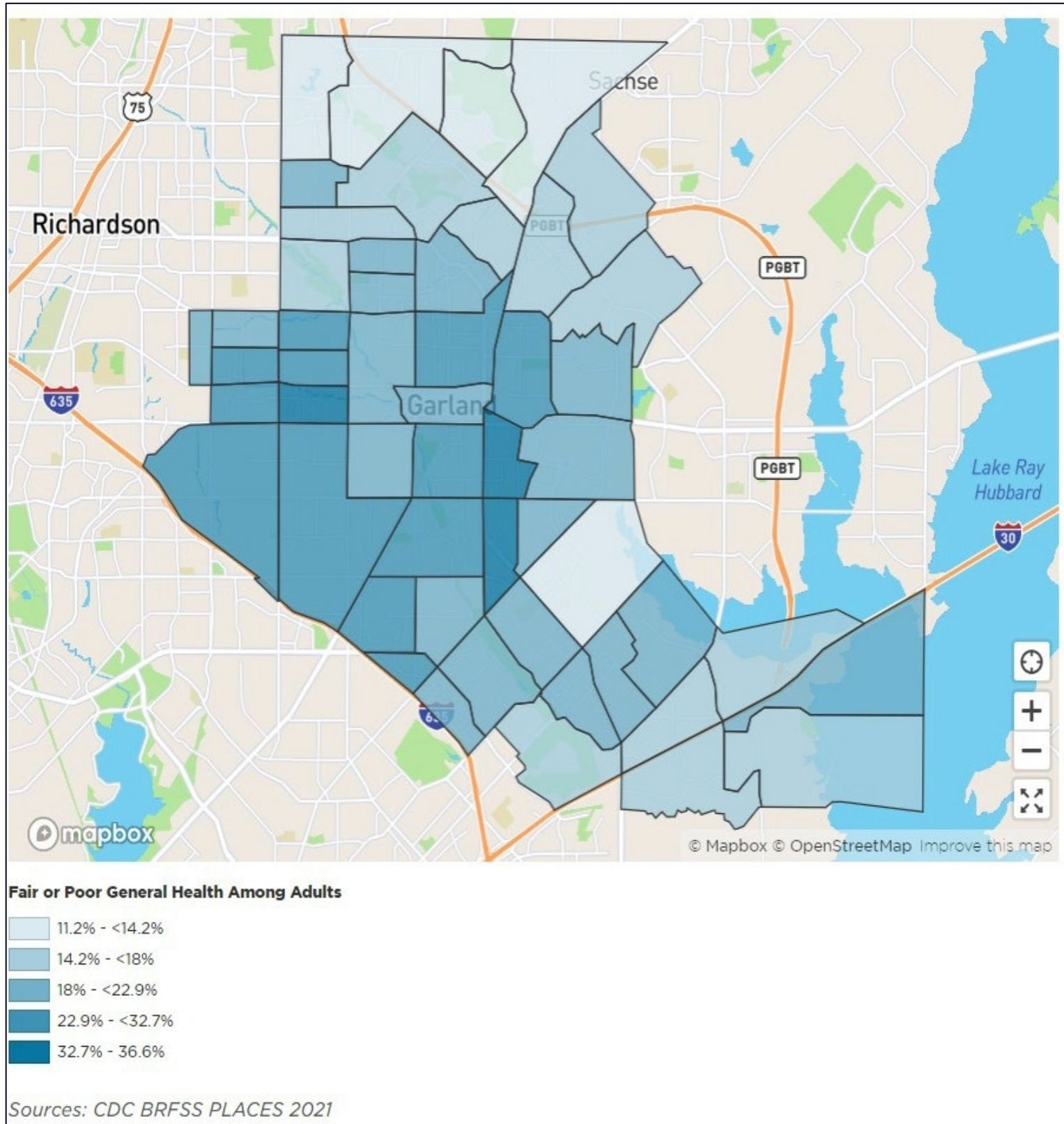


Households in Poverty

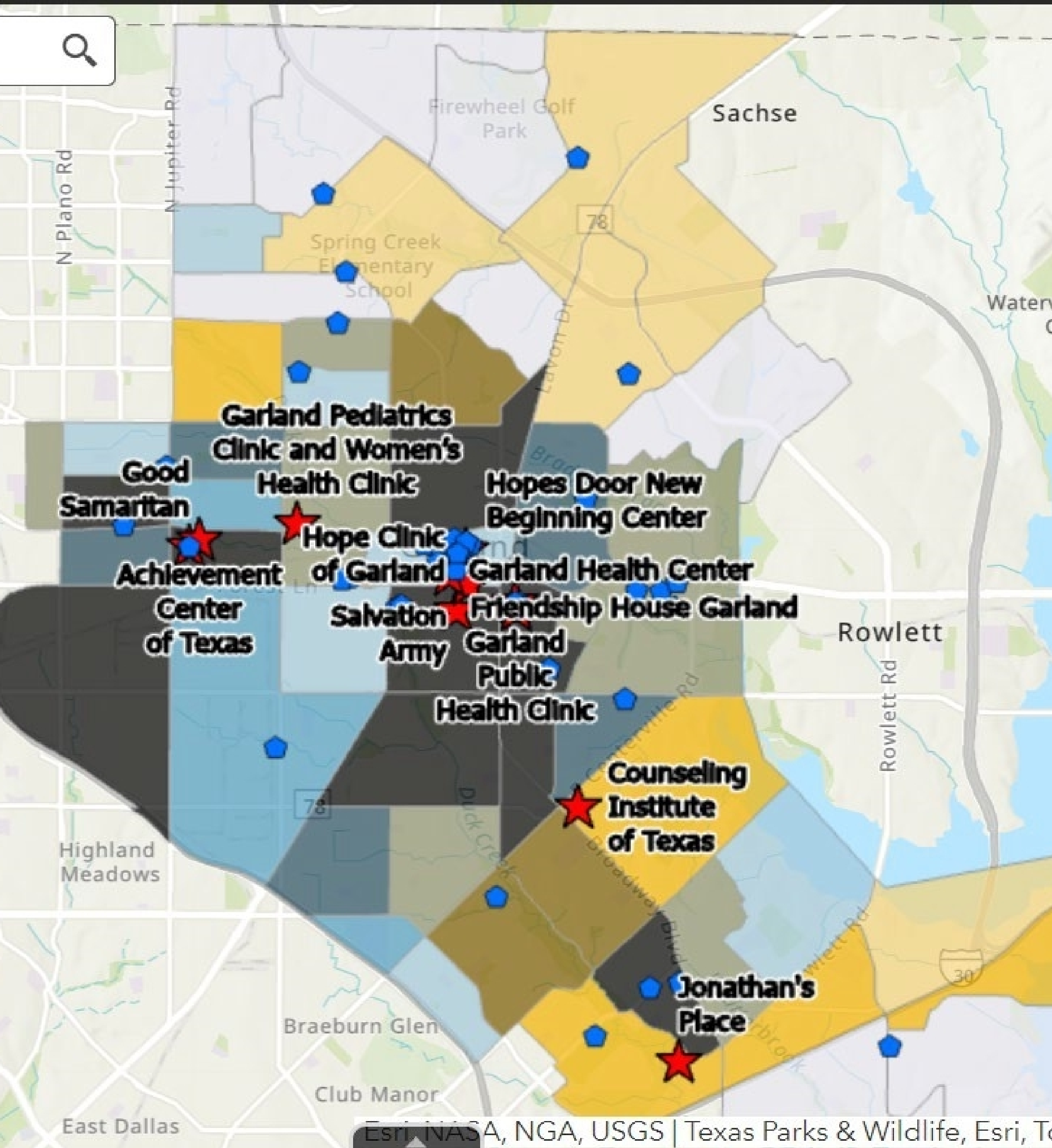
# Data Informed Site Selection



People without Health Insurance



Fair or Poor General Health Among Adults



## Current Non-Profit Partners with Public Access Areas

- Garland Pediatrics Clinic and Women's Health Clinic
- Garland Health Center 802 Hopkins St.
- Hope Clinic of Garland
- Garland Public Health Clinic
- Good Samaritan
- Counseling Institute of Texas
- Salvation Army
- Hopes Door New Beginning Center
- Friendship House Garland
- Achievement Center of Texas
- Jonathan's Place

# Proposed Sites by Location and Option

- In order of deployment readiness
- Options Presented in Q3 2024



01

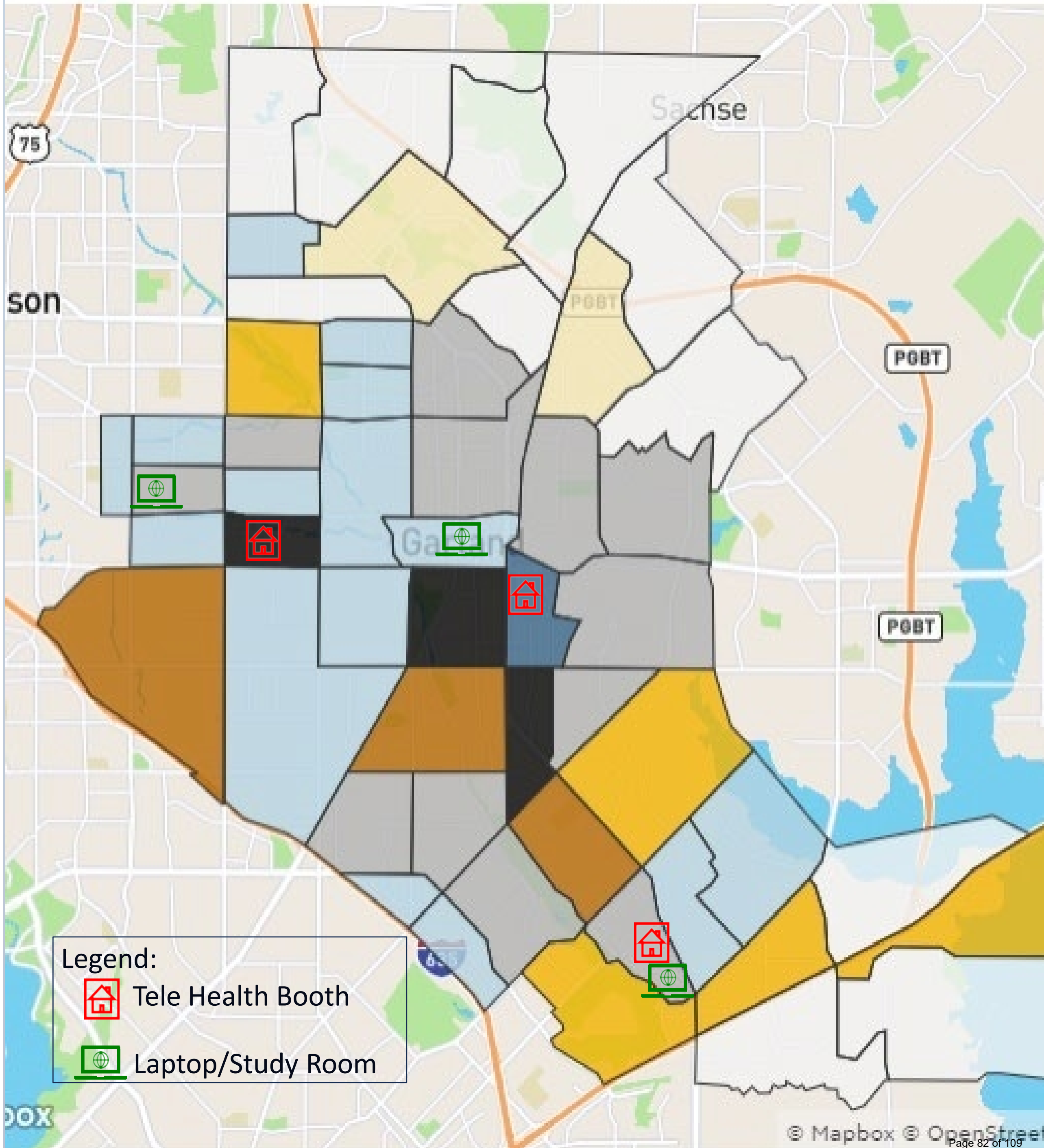
- South Garland Library
- Option 1: Telehealth Pod
  - Option 2: MyChart App

02

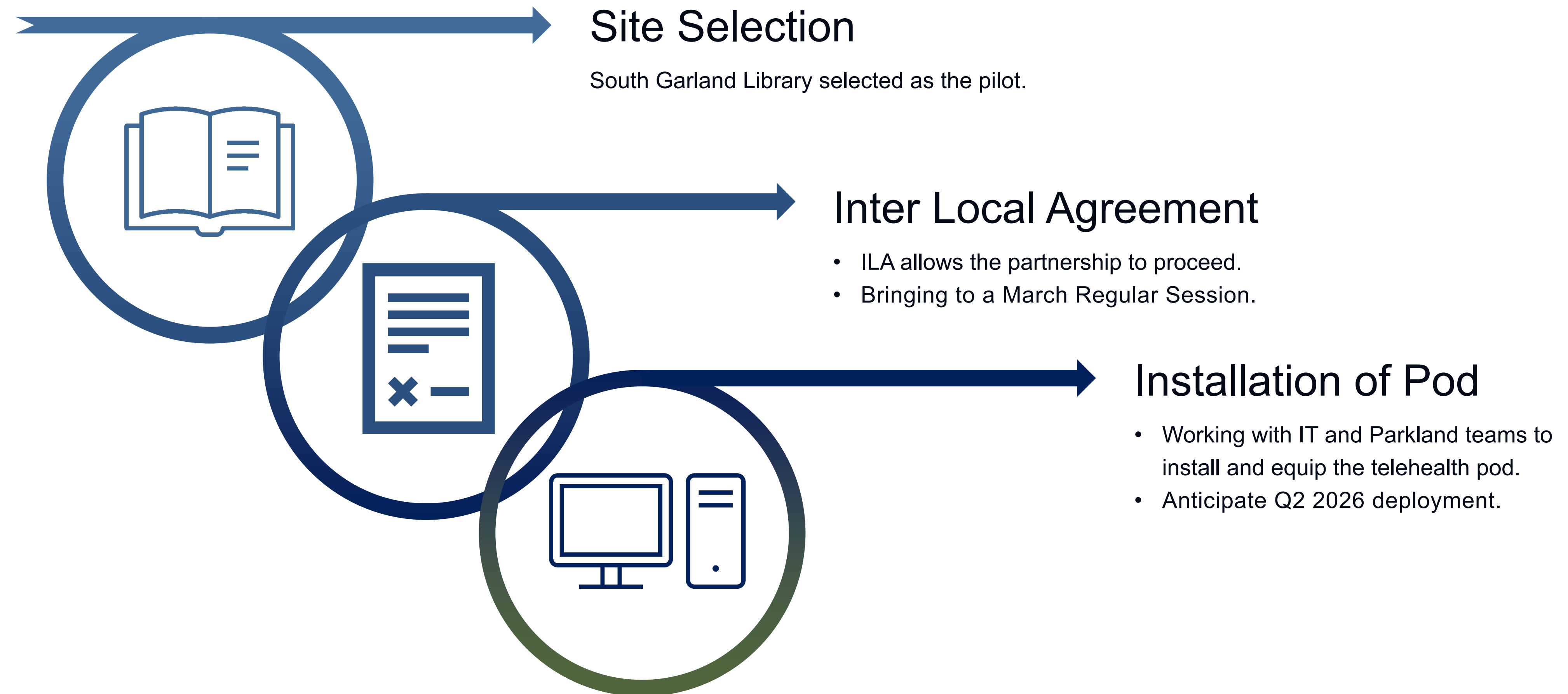
- Central/East Garland
- Option 1: Gale Fields Rec Center – Telehealth Pod
  - Option 2: Central Library – MyChart App

03

- West Garland
- Option 1: Good Samaritans – Telehealth Pod
  - Option 2: West Garland Library – MyChart App



# September 2024 to Present



# Thank You

## Questions?





## GARLAND

### CITY COUNCIL STAFF REPORT

7

**Meeting Date:** February 2, 2026

**Title:** Consider an Ordinance Ordering a Special Home-Rule Election

**Submitted by:** Jennifer Stubbs, City Secretary

**Strategic Focus Area:**

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#### Issue / Summary

Council is requested to consider an ordinance ordering and providing notice of a special home-rule election to be held on May 2, 2026, for the purpose of submitting to the qualified voters a nonbinding proposition regarding the provision of telehealth services by a fee within the City utility bill.

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#### Background

The City of Garland, as a home-rule municipality chartered under the Constitution and laws of the State of Texas, may call special elections as deemed appropriate by the City Council. The Ordinance under consideration would call a special election to submit to the qualified voters of the City a nonbinding proposition regarding the provision of telehealth services by a fee within the City utility bill.

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#### Consideration / Recommendation

Approve the ordinance as presented.

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#### Attachments

- A. Ordinance Ordering the Special Election - English
- B. Ordinance Ordering the Special Election - Vietnamese
- C. Ordinance Ordering the Special Election - Spanish

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ORDERING AND PROVIDING NOTICE OF A SPECIAL HOME-RULE ELECTION IN THE CITY OF GARLAND, TEXAS, TO BE HELD ON MAY 2, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS, FOR ADOPTION OR REJECTION, A NONBINDING PROPOSITION REGARDING THE PROVISION OF TELEHEALTH SERVICES BY A FEE WITHIN THE CITY UTILITY BILL; PROVIDING FOR NOTICE OF THE ELECTION HEREIN ORDERED; PROVIDING FOR AUTHORIZATION FOR THE CITY MANAGER AND CITY SECRETARY TO ENTER INTO ELECTION AGREEMENTS WITH DALLAS AND COLLIN COUNTY ELECTION DEPARTMENTS; PROVIDING FOR EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING FOR DEADLINE FOR APPLICATION FOR ABSENTEE BALLOT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Garland, Texas, in the exercise of the discretion reposed in it by the Constitution and laws of this State has determined to submit the following nonbinding proposition to the voters of the City of Garland, Texas at a special election to be held May 2, 2026;

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

**Section 1**

**ELECTION ORDER FOR SPECIAL ELECTION AND NOTICE OF ELECTION**

There is hereby ordered a special election to be participated in by the qualified voters of the City of Garland, Texas ("City"), to be held on Saturday, May 2, 2026, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the City the following proposed nonbinding proposition, for adoption or rejection:

**Proposition Number 1**

Proposing to engage medical professionals to provide telehealth services by including a separate fee within the city utility bill of \$6.00 a month in the first two years and thereafter escalating up to \$9.00 a month in year five and providing any utility customer the right to avoid the fee by opting out of the program.

**Section 2**  
**JOINT ELECTION AND ELECTION SERVICES AGREEMENT**

The election shall be held as a joint election pursuant to a joint election agreement by and between the City of Garland, Dallas County, Collin County, and such other political subdivisions as may be participating in the joint election. Pursuant to the joint election agreement, the Dallas County and Collin County Election Administrators shall serve as election administrators for the election for their respective counties and shall appoint such election officials as may be required by law, according to the terms of the law and the joint election agreement. For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the joint election agreement between the City and their County.

The Central Counting Stations for the tabulation and counting of ballots for this election shall be located at the following locations:

For Garland residents residing in Dallas County:

Dallas County Elections Administration Office  
1520 Round Table Dr.  
Dallas, Texas 75247

For Garland residents residing in Collin County:

Collin County Elections Office  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

The Manager, Tabulation Supervisor, Presiding Judge, and Alternate Presiding Judge at such Central Counting Stations shall be determined, appointed, and designated in accordance with the joint election agreements. The Manager and Presiding Judge of such Central Counting Stations may appoint clerks to serve at such Central Counting Station, as provided by Texas Election Code, Section 127.006, as amended.

The voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by a personal appearance or by mail, and for election day voting.

### **Section 3 ELECTION PRECINCTS AND POLLING PLACES**

The election precincts and the polling places for the election shall be those established by the Dallas County Elections Administrator, for Dallas County residents, and by the Collin County Elections Administrator, for Collin County residents, by virtue of the joint election agreements.

Residents may use the below websites to locate the polling places and obtain other election information.

All Garland residents

<https://www.garlandtx.gov/256/Elections>

For Garland residents residing within Dallas County

<https://www.dallascountyvotes.org/>

For Garland residents residing within Collin County

<https://www.collincountytx.gov/elections/Pages/default.aspx>

### **Section 4 EARLY VOTING**

For Garland residents residing within Dallas County, the main early voting place is the **Dallas County Elections Training/Warehouse, 1460 Round Table Dr. Dallas, Texas 75247**, or such other location as may be authorized and established by the Dallas County Elections Administrator.

For Garland residents residing within Collin County, the main early voting place is **Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069**, or such other location as may be authorized and established by the Collin County Elections Administrator.

For all Garland residents, early voting by personal appearance within the City of Garland may be conducted locally at any location as may be authorized and established by the Dallas County and Collin County Elections Administrators.

An application for a ballot by mail or information about how to get an application for a ballot by mail, may be obtained by

contacting the voting clerk of the resident's county. The official mailing address and other contact information for each county's clerk are listed here.

For Garland Residents residing within Dallas County:

By writing:

Paul Adams - Early Voting Clerk  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247

By email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

By telephone: 214-819-6359

By fax: 214-819-6303

For Garland Residents residing within Collin County:

By writing:

Elections Office  
Collin County Early Voting Clerk  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

By email: [absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)

By telephone: 972-547-1990

By fax: 972-547-1996

***Applications for ballots by mail must be received no later than 5:00 p.m. on Monday, April 20, 2026.***

**Early Voting for the General Election:**

Early voting by personal appearance for the general election as ordered by Section 1, above, shall be conducted on the following days:

Monday, April 20, 2026, between the hours of 8:00 a.m. and 5:00 p.m.

Tuesday, April 21, 2026, no voting due to San Jacinto Day Holiday.

Wednesday, April 22, 2026, through Friday, April 24, 2026, between the hours of 8:00 a.m. and 5:00 p.m.

Saturday, April 25, 2026, between the hours of 7:00 a.m. and 7:00 p.m. (between the hours of 8:00 a.m. to 5:00 p.m. in Collin County).

Sunday, April 26, 2026, between the hours of 12:00 p.m. and 6:00 p.m. (not available within Collin County).

Monday, April 27, 2026 through Tuesday, April 28, 2026, between the hours of 7:00 a.m. to 7:00 p.m.

**Section 5**  
**AUTHORIZATION FOR THE CITY MANAGER AND CITY SECRETARY TO ENTER**  
**INTO ELECTION AGREEMENTS**

This City Manager and the City Secretary are authorized to execute an agreement for an Election with the Dallas County and Collin County Election Departments and other entities that will provide for all election appointments, early voting by mail, the voting locations within the City of Garland, payments for election officials, and necessary election arrangements.

**Section 6**  
**NOTICE OF ELECTION; PUBLICATION AND POSTING**

This election order shall constitute a notice of election and this notice shall be:

(1) published at least once, not earlier than the 30th day or later than the 10th day before the general election day, which publication shall include a complete listing of all polling places; and

(2) posted on the bulletin board used for posting notices of the meetings of the City Council, which copy shall also include a complete listing of all polling places, not later than the 21st day before the general election.

**Section 7**  
**CANVASS**

The City Secretary shall present the election returns to the City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code.

**Section 8**  
**STATUTORY REQUIREMENTS**

For this special election on the nonbinding proposition the ballot shall be prepared in a manner that the voters may vote "for" or "against" the nonbinding proposition.

**Section 9**  
**PROPOSITION**

The ballot proposition language for the nonbinding proposition is as follows:

**Proposition 1**

Shall the City of Garland, Texas engage medical professionals to provide telehealth services by including a separate fee within the city utility bill of \$6.00 a month in the first two years and thereafter escalating up to \$9.00 a month in year five, so long as any utility customer has the right to avoid the fee by opting out of the program?

**Section 10**  
**SEVERABILITY**

Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance, which shall remain in full force and effect.

**Section 11**  
**EFFECTIVE DATE**

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

**PASSED AND APPROVED** this 3rd day of February, 2026.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**POSTED:** \_\_\_\_\_

## SẮC LỆNH SỐ \_\_\_\_\_

MỘT SẮC LỆNH QUY ĐỊNH VÀ THÔNG BÁO VIỆC TỔ CHỨC CUỘC BẦU CỬ ĐẶC BIỆT THEO QUYỀN TỰ QUẢN CHO THÀNH PHỐ GARLAND, TEXAS, ĐƯỢC TIẾN HÀNH VÀO NGÀY 2 THÁNG 5 NĂM 2026, NHẪM TRÌNH LÊN CÁC CỬ TRI ĐỦ ĐIỀU KIỆN ĐỂ BIỂU QUYẾT THÔNG QUA HOẶC BÁC BỎ MỘT ĐỀ XUẤT KHÔNG CÓ TÍNH RÀNG BUỘC LIÊN QUAN ĐẾN VIỆC CUNG CẤP DỊCH VỤ KHÁM CHỮA BỆNH TỪ XA THÔNG QUA VIỆC THU PHÍ TRONG HÓA ĐƠN DỊCH VỤ TIỆN ÍCH CỦA THÀNH PHỐ; QUY ĐỊNH VIỆC THÔNG BÁO CUỘC BẦU CỬ ĐƯỢC SẮC LỆNH NÀY CHỈ ĐẠO; CẤP QUYỀN CHO QUẢN LÝ THÀNH PHỐ VÀ BÍ THƯ THÀNH PHỐ KÝ KẾT CÁC THỎA THUẬN BẦU CỬ VỚI CÁC BỘ PHẬN BẦU CỬ CỦA HẠT DALLAS VÀ COLLIN; QUY ĐỊNH VIỆC BỎ PHIẾU SÓM TRỰC TIẾP; QUY ĐỊNH THỜI HẠN NỘP ĐƠN XIN BỎ PHIẾU VẮNG MẶT; QUY ĐỊNH ĐIỀU KHOẢN TÁCH RỜI; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC.

**XÉT RẰNG**, Hội đồng Thành phố của Thành phố Garland, Texas, khi thực hiện quyền quyết định được Hiến pháp và pháp luật của Tiểu bang này trao cho, đã quyết định trình lên các cử tri của Thành phố Garland, Texas một đề xuất không có tính ràng buộc để xin ý kiến tại một cuộc bầu cử đặc biệt được tổ chức vào ngày 2 tháng 5 năm 2026;

**NAY, DO ĐÓ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ GARLAND, TEXAS, BAN HÀNH QUY ĐỊNH:**

### Mục 1

#### LỆNH TỔ CHỨC BẦU CỬ ĐẶC BIỆT VÀ THÔNG BÁO VỀ BẦU CỬ

Theo đây, đã có sắc lệnh cho một cuộc bầu cử đặc biệt có sự tham gia của các cử tri đủ tiêu chuẩn của Thành phố Garland, Texas ("Thành phố") được tổ chức vào Thứ Bảy, ngày 2 tháng 5 năm 2026, trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối, nhằm mục đích trình lên các cử tri đủ tiêu chuẩn của Thành phố một đề xuất không có tính ràng buộc để biểu quyết thông qua hoặc bác bỏ:

#### Đề xuất Số 1

Đề xuất việc thuê các chuyên gia y tế để cung cấp dịch vụ khám chữa bệnh từ xa thông qua việc áp dụng một khoản phí riêng trong hóa đơn dịch vụ tiện ích của thành phố, với mức phí \$6.00 mỗi tháng trong hai năm đầu và sau đó tăng dần, tối đa lên đến \$9.00 mỗi tháng vào năm thứ năm, đồng thời trao cho mọi khách hàng sử dụng dịch vụ tiện ích quyền được từ chối khoản phí này bằng cách lựa chọn không tham gia chương trình.

## **Mục 2**

### **THỎA THUẬN VỀ BẦU CỬ CHUNG VÀ CÔNG TÁC BẦU CỬ**

Cuộc bầu cử sẽ được tổ chức như một cuộc bầu cử chung theo thỏa thuận bầu cử chung bởi và giữa Thành phố Garland, Hạt Dallas, Hạt Collin, và các phân khu chính trị khác có thể tham gia cuộc bầu cử chung. Theo thỏa thuận bầu cử chung, các Quản trị viên Bầu cử Hạt Dallas và Hạt Collin sẽ đóng vai trò là quản trị viên bầu cử cho cuộc bầu cử cho các hạt tương ứng của họ và sẽ bổ nhiệm các quan chức bầu cử đó theo yêu cầu của pháp luật, theo các điều khoản của luật và thỏa thuận bầu cử chung. Vì mục đích xử lý các lá phiếu được bầu trong cuộc bỏ phiếu sớm, các viên chức bầu cử cho hội đồng bỏ phiếu sớm cho cuộc bầu cử này sẽ được bổ nhiệm và chỉ định theo các điều khoản của thỏa thuận bầu cử chung giữa Thành phố và Hạt của họ.

Các Trạm Kiểm phiếu Trung tâm để lập bảng và kiểm phiếu cho cuộc bầu cử này sẽ được đặt tại các địa điểm sau:

Đối với cư dân Garland cư trú tại Hạt Dallas:

Dallas County Elections Administration Office  
1520 Round Table Dr.  
Dallas, Texas 75247

Đối với cư dân Garland cư trú tại Hạt Collin:

Collin County Elections Office  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

Người Quản lý, Người Giám sát Lập bảng, Thẩm phán Chủ tọa, và Thẩm phán Chủ tọa Dự khuyết tại các Trạm Kiểm phiếu Trung tâm trên sẽ được xác định, bổ nhiệm và chỉ định theo các thỏa thuận bầu cử chung. Người Quản lý và Thẩm phán Chủ tọa của các Trạm Kiểm phiếu Trung tâm trên có thể chỉ định các thư ký phục vụ tại Trạm Kiểm phiếu Trung tâm đó, như đã được quy định trong Bộ luật Bầu cử Texas, Mục 127.006, đã được sửa đổi.

Hệ thống bỏ phiếu hoặc các hệ thống đáp ứng các tiêu chuẩn và yêu cầu bắt buộc của Bộ luật Bầu cử Texas, đã được sửa đổi, theo đây được thông qua và chấp thuận cho việc bỏ phiếu sớm bằng hình thức có mặt trực tiếp, qua đường bưu điện, và cho việc bỏ phiếu trong ngày bầu cử.

### Mục 3

#### KHU TUYỂN CỬ VÀ ĐỊA ĐIỂM BỎ PHIẾU

Các khu tuyển cử và các địa điểm bỏ phiếu cho cuộc bầu cử sẽ được thiết lập bởi Quản trị viên Bầu cử Hạt Dallas, cho cư dân Hạt Dallas, và bởi Quản trị viên bầu cử Hạt Collin, cho cư dân Hạt Collin, dựa trên các thỏa thuận bầu cử chung.

Cư dân có thể sử dụng các trang web dưới đây để tìm các địa điểm bỏ phiếu và nhận các thông tin khác về việc bầu cử.

Tất cả cư dân Garland

<https://www.garlandtx.gov/256/Elections>

Đối với cư dân Garland cư trú trong Hạt Dallas

<https://www.dallascountyvotes.org/>

Đối với cư dân Garland cư trú trong Hạt Collin

<https://www.collincountytexas.gov/elections/Pages/default.aspx>

### Mục 4

#### BỎ PHIẾU SỚM

Đối với cư dân Garland cư trú trong Hạt Dallas, địa điểm chính cho bỏ phiếu sớm là **Dallas County Elections Training/Warehouse, 1460 Round Table Dr. Dallas, Texas 75247**, hoặc địa điểm khác có thể được ủy quyền và thiết lập bởi Quản trị viên Bầu cử Hạt Dallas.

Đối với các cư dân Garland cư trú trong Hạt Collin, địa điểm chính cho bỏ phiếu sớm là **Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069**, hoặc địa điểm khác có thể được ủy quyền và thiết lập bởi Quản trị viên Bầu cử Hạt Collin.

Đối với tất cả cư dân Garland, việc bỏ phiếu sớm bằng hình thức có mặt trực tiếp trong Thành phố Garland có thể được tiến hành ở địa phương tại bất kỳ địa điểm nào được ủy quyền và thiết lập bởi các Quản trị viên Bầu cử Hạt Dallas và Hạt Collin.

Đơn xin bỏ phiếu qua đường bưu điện hoặc thông tin về đơn xin bỏ phiếu có thể được lấy bằng cách liên lạc với thư ký bỏ phiếu của hạt mà cư dân cư trú. Địa chỉ gửi thư chính thức và thông tin liên lạc khác của thư ký của mỗi hạt được liệt kê ở đây.

Đối với Cư dân Garland cư trú trong Hạt Dallas:

Qua đường bưu điện:

Paul Adams – Early Voting Clerk  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247

Qua email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

Qua điện thoại: 214-819-6359

Qua fax: 214-819-6303

Đối với Cư dân Garland cư trú trong Hạt Collin:

Qua đường bưu điện:

Elections Office  
Collin County Early Voting Clerk  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

Qua email: [absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)

Qua điện thoại: 972-547-1990

Qua fax: 972-547-1996

***Đơn xin bỏ phiếu qua đường bưu điện phải được nhận chậm nhất vào 5 giờ chiều Thứ Hai, ngày 20 tháng 4 năm 2026.***

**Bỏ phiếu Sớm cho cuộc Tổng Tuyển cử:**

Bỏ phiếu sớm bằng cách có mặt trực tiếp đến bỏ phiếu cho cuộc tổng tuyển cử theo lệnh của Mục 1, ở trên sẽ được tiến hành vào những ngày sau:

Thứ Hai, ngày 20 tháng 4 năm 2026, từ 8 giờ sáng đến 5 giờ chiều.

Thứ Ba, ngày 21 tháng 4 năm 2026, không bỏ phiếu do vào ngày Lễ San Jacinto.

Từ Thứ Tư, ngày 22 tháng 4 năm 2026 đến Thứ Sáu, ngày 24 tháng 4 năm 2026, từ 8 giờ sáng đến 5 giờ chiều.

Thứ Bảy, ngày 25 tháng 4 năm 2026, từ 7 giờ sáng đến 7 giờ tối (Từ 8 giờ sáng đến 5 giờ chiều tại Hạt Collin).

Chủ Nhật, ngày 26 tháng 4 năm 2026, từ 12 giờ trưa đến 6 giờ chiều (không áp dụng tại Hạt Collin).

Từ thứ Hai, ngày 27 tháng 4 năm 2026 đến thứ Ba, ngày 28 tháng 4 năm 2026, trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối.

#### **Mục 5**

### **CẤP QUYỀN CHO QUẢN LÝ THÀNH PHỐ VÀ BÍ THƯ THÀNH PHỐ KÝ KẾT CÁC THỎA THUẬN BẦU CỬ**

Quản lý Thành phố và Bí thư Thành phố theo đây được cấp quyền ký kết các thỏa thuận liên quan đến cuộc bầu cử với các Bộ phận Bầu cử của Hạt Dallas và Hạt Collin cũng như với các đơn vị khác, nhằm quy định mọi việc bổ nhiệm nhân sự bầu cử, việc bỏ phiếu sớm qua đường bưu điện, các địa điểm bỏ phiếu trong phạm vi Thành phố Garland, việc chi trả thù lao cho các viên chức bầu cử, và các sắp xếp cần thiết khác cho cuộc bầu cử.

#### **Mục 6**

### **THÔNG BÁO VỀ BẦU CỬ; CÔNG BỐ VÀ ĐĂNG LẬP**

Lệnh bầu cử này sẽ thiết lập một thông báo bầu cử và thông báo này sẽ:

(1) được công bố ít nhất một lần, không sớm hơn ngày thứ 30 hoặc muộn hơn ngày thứ 10 trước ngày tổng tuyển cử, sẽ bao gồm danh sách đầy đủ tất cả các địa điểm bỏ phiếu; và

(2) được đăng trên bảng thông báo được sử dụng để đăng thông báo về các cuộc họp của Hội đồng Thành phố, bản sao này cũng sẽ bao gồm danh sách đầy đủ tất cả các địa điểm bỏ phiếu, không muộn hơn ngày thứ 21 trước ngày tổng tuyển cử.

#### **Mục 7**

### **KIỂM PHIẾU**

Bí thư Thành phố có trách nhiệm trình kết quả bầu cử lên Hội đồng Thành phố tại một phiên họp của Hội đồng Thành phố để tiến hành việc kiểm phiếu và xác nhận kết quả của cuộc bầu cử nói trên, phù hợp với quy định của Bộ luật Bầu cử Texas.

**Mục 8**  
**CÁC YÊU CẦU THEO LUẬT ĐỊNH**

Đối với cuộc bầu cử đặc biệt về đề xuất không có tính ràng buộc này, lá phiếu phải được soạn thảo theo hình thức cho phép cử tri bỏ phiếu "tán thành" hoặc "phản đối" đối với đề xuất không có tính ràng buộc nói trên.

**Mục 9**  
**ĐỀ XUẤT**

Nội dung đề xuất trên lá phiếu đối với đề xuất không có tính ràng buộc như sau:

**Đề xuất 1**

Liệu Thành phố Garland, Texas có nên thuê các chuyên gia y tế để cung cấp dịch vụ khám chữa bệnh từ xa thông qua việc áp dụng một khoản phí riêng trong hóa đơn dịch vụ tiện ích của thành phố, với mức phí \$6.00 mỗi tháng trong hai năm đầu và sau đó tăng dần, tối đa lên đến \$9.00 mỗi tháng vào năm thứ năm, với điều kiện mọi khách hàng sử dụng dịch vụ tiện ích đều có quyền tránh phải trả khoản phí này bằng cách lựa chọn không tham gia chương trình hay không?

**Mục 10**  
**ĐIỀU KHOẢN TÁCH RỜI**

Trong trường hợp bất kỳ từ ngữ, câu, đoạn, tiểu mục, điều khoản, cụm từ hoặc phần nào của Sắc lệnh này bị cơ quan có thẩm quyền tuyên là vô hiệu hoặc vi hiến, thì việc đó sẽ không ảnh hưởng đến hiệu lực pháp lý của các phần còn lại của Sắc lệnh nói trên, và các phần còn lại đó vẫn tiếp tục có đầy đủ hiệu lực và giá trị thi hành.

**Mục 11**  
**NGÀY CÓ HIỆU LỰC**

Rằng Sắc lệnh này sẽ có hiệu lực ngay khi và sau khi được thông qua và chấp thuận.

**ĐÃ ĐƯỢC THÔNG QUA VÀ CHẤP THUẬN** vào ngày 3 tháng 2 năm 2026.

Version: CAO-LML 01/23/2026

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**THÀNH PHỐ GARLAND, TEXAS**

\_\_\_\_\_  
Thị trường

**CHỨNG THỰC:**

\_\_\_\_\_  
Bí thư Thành phố

**ĐÃ ĐĂNG:** \_\_\_\_\_

DECRETO NÚM. \_\_\_\_\_

UN DECRETO QUE ORDENA Y NOTIFICA LA CELEBRACIÓN DE UNA ELECCIÓN ESPECIAL MUNICIPAL EN LA CIUDAD DE GARLAND, TEXAS, QUE SE REALIZARÁ EL DÍA 2 DE MAYO DE 2026 CON EL PROPÓSITO DE PRESENTAR A LOS VOTANTES CUALIFICADOS, PARA SU ADOPCIÓN O RECHAZO, UNA PROPOSICIÓN NO VINCULANTE SOBRE LA PRESTACIÓN DE SERVICIOS DE TELEMEDICINA CON UNA TARIFA INCLUIDA EN LA CUENTA DE SERVICIOS PÚBLICOS DE LA CIUDAD; QUE ESTABLECE LA NOTIFICACIÓN DE LA ELECCIÓN QUE ORDENA EL PRESENTE; QUE AUTORIZA AL ADMINISTRADOR MUNICIPAL Y A LA SECRETARIA MUNICIPAL CELEBRAR CONTRATOS DE ELECCIÓN CON LOS DEPARTAMENTOS ELECTORALES DE LOS CONDADOS DE DALLAS Y COLLIN; QUE ESTABLECE LA VOTACIÓN ANTICIPADA POR COMPARECENCIA PERSONAL; QUE ESTABLECE LA FECHA MÁXIMA PARA SOLICITAR UNA PAPELETA DE VOTACIÓN EN AUSENCIA; QUE ESTABLECE LA DIVISIBILIDAD; Y ESTABLECE UNA FECHA DE VIGENCIA.

**POR CUANTO**, el Consejo Municipal de la Ciudad de Garland, Texas, en ejercicio de la facultad discrecional que le otorga la Constitución y las leyes de este Estado, ha decidido presentar la siguiente proposición no vinculante a los votantes de la Ciudad de Garland, Texas en una elección especial que se celebrará el día 2 de mayo de 2026;

**POR LO TANTO, ORDENE EL CONSEJO MUNICIPAL DE LA CIUDAD DE GARLAND, TEXAS:**

**Sección 1**

**ORDEN DE ELECCIÓN PARA UNA ELECCIÓN ESPECIAL Y AVISO DE ELECCIÓN**

Por la presente se ordena celebrar una elección especial en la que participarán los votantes cualificados de la Ciudad de Garland, Texas (la "Ciudad"), que se realizará el 2 de mayo de 2026, entre las horas de 7:00 a. m. y 7:00 p. m., con el fin de someter a los votantes cualificados de la Ciudad, para su aprobación o rechazo, la siguiente proposición no vinculante:

**Proposición número 1**

Se propone contratar a profesionales médicos para que presten servicios de telemedicina mediante la inclusión de una tarifa adicional en la cuenta de servicios públicos de la ciudad por el importe de \$6.00 por mes en los primeros dos años, incrementando entonces hasta \$9.00 por mes en el quinto año, y dando a cualquier cliente de servicios públicos el derecho de evitar la tarifa si se excluye voluntariamente del programa.



**Sección 2**  
**CONTRATO DE ELECCIÓN CONJUNTA Y DE SERVICIOS ELECTORALES**

La elección se realizará como una elección conjunta en conformidad con un contrato de elección conjunta entre la Ciudad de Garland, el Condado de Dallas, el Condado de Collin, y cualquier otra subdivisión política que participe en la elección conjunta. En conformidad con el contrato de elección conjunta, los Administradores Electorales de los Condados de Dallas y Collin servirán de administradores electorales de la elección de su condado respectivo, y nombrarán los funcionarios electorales que requiera la ley, según dicte la ley y el contrato de elección conjunta. Para efectos de procesamiento de las boletas de votación del período de votación anticipada, los funcionarios electorales de la junta electoral de votación anticipada de esta elección serán nombrados y designados en conformidad con las disposiciones del contrato de elección conjunta entre la Ciudad y su Condado.

Los Puestos de Conteo Centrales donde se tabulará y contará las boletas de votación de esta elección se ubicarán en los siguientes lugares:

Residentes de Garland que viven en el Condado de Dallas:

Dallas County Elections Administration Office  
1520 Round Table Dr.  
Dallas, Texas 75247

Residentes de Garland que viven en el Condado de Collin:

Collin County Elections Office  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

El Administrador, Supervisor de Tabulación, Juez Presidente y Juez Presidente Suplente de dichos Centros de Conteo Locales serán seleccionados, nombrados y designados en conformidad con los contratos de elección conjunta. El Administrador y Juez Presidente de dichos Puestos de Conteo Centrales puede nombrar secretarios para servir en los Puestos de Conteo Centrales, según dispone el Código Electoral de Texas, Sección 127.006, y sus enmiendas.

Por el presente se adopta y aprueba el sistema, o los sistemas, de votación que cumple(n) las normas y los requisitos del Código Electoral de Texas, y sus enmiendas, para la votación anticipada por comparecencia personal o por correo postal, y para la votación

el día de elecciones.

### **Sección 3**

#### **PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN**

Los precintos y sitios de votación para la elección serán los que establecen el Administrador Electoral del Condado de Dallas, para los residentes de Dallas, y el Administrador Electoral del Condado de Collin, para los residentes del Condado de Collin, en virtud de los contratos de elección conjunta.

Los residentes pueden usar los sitios web a continuación para ubicar los sitios de votación y obtener mayor información sobre la elección.

Todo residente de Garland

<https://www.garlandtx.gov/256/Elections>

Residentes de Garland que viven en el Condado de Dallas

<https://www.dallascountyvotes.org/>

Residentes de Garland que viven en el Condado de Collin

<https://www.collincountytx.gov/elections/Pages/default.aspx>

### **Sección 4**

#### **VOTACIÓN ANTICIPADA**

Para los habitantes de Garland que viven en el Condado de Dallas el sitio principal de votación anticipada es el **Dallas County Elections Training/Warehouse, 1460 Round Table Dr, Dallas, Texas 75247**, o en cualquier otro lugar que autorice y establezca el Administrador Electoral del Condado de Dallas.

Para los residentes de Garland que viven en el Condado de Collin, el sitio principal de votación anticipada es **Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069**, o en cualquier otro lugar que autorice y establezca el Administrador Electoral del Condado de Collin.

Para todos los residentes de Garland, la votación anticipada por comparecencia personal puede realizarse en el área local, en cualquier sitio que autoricen y establezcan los Administradores Electorales del Condado de Dallas y del Condado de Collin.

Para obtener una solicitud de boleta de votación por correo postal, o información sobre cómo obtener la solicitud de boleta de votación, el residente debe comunicarse con el secretario electoral de su condado. La dirección postal oficial y otros datos de contacto del secretario de cada condado se detallan aquí.

Residentes de Garland que viven en el Condado de Dallas:

Por correo postal a:  
Paul Adams - Early Voting Clerk  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247

Por correo electrónico: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)  
Por teléfono: 214-819-6359  
Por telefax: 214-819-6303

Residentes de Garland que viven en el Condado de Collin:

Por correo postal a:  
Elections Office  
Collin County Early Voting Clerk  
2010 Redbud Blvd.  
Suite 102  
McKinney, Texas 75069

Por correo electrónico:  
[absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)  
Por teléfono: 972-547-1990  
Por telefax: 972-547-1996

***Las solicitudes para papeletas de votación por correo deben recibirse a más tardar para las 5:00 p. m. el día lunes, 20 de abril de 2026.***

**Votación Anticipada para la Elección General:**

La votación anticipada por comparecencia personal en la elección general, según se ordena en la Sección 1 anterior, se realizará los días indicados a continuación:

Lunes, 20 de abril de 2026 entre las horas de 8:00 a. m.  
y 5:00 p. m.

Martes, 21 de abril de 2026, no habrá votación por las Fiestas de San Jacinto.

Miércoles, 22 de abril de 2026 hasta viernes, 24 de abril de 2026, entre las horas de 8:00 a. m. y 5:00 p. m.

Sábado, 25 de abril de 2026 entre las horas de 7:00 a. m. y 7:00 p. m. (Entre las horas de 8:00 a. m. y 5:00 p. m. en el Condado de Collin).

Domingo, 26 de abril de 2026, entre las horas de 12:00 p. m. y 6:00 p. m. (no se ofrece en el Condado de Collin).

Lunes, 27 de abril de 2026 hasta martes, 28 de abril de 2026, entre las horas de 7:00 a.m. y 7:00 p.m.

#### **Sección 5**

#### **AUTORIZACIÓN PARA QUE EL ADMINISTRADOR MUNICIPAL Y LA SECRETARIA MUNICIPAL CELEBREN CONTRATOS DE ELECCIÓN**

Se autoriza al Administrador Municipal y a la Secretaria Municipal celebrar un contrato de elección con los Departamentos Electorales del Condado de Dallas y del Condado de Collin y otras entidades, en el que se establecerá todas las citas electorales, la votación anticipada por correo, los sitios de votación dentro de la Ciudad de Garland, los pagos a los funcionarios electorales y los arreglos necesarios para la elección.

#### **Sección 6**

#### **AVISO DE ELECCIÓN; PUBLICACIÓN Y ANUNCIO**

Esta orden de elección servirá de notificación de la elección, y esta notificación se:

(1) publicará por lo menos una vez, no antes del 30mo día y no posterior al 10mo día, previo a día de la elección general; dicha publicación incluirá una lista completa de todos los sitios de votación. y

(2) colocará en el tablero que se utiliza para publicar avisos de las juntas del Consejo Municipal; dicha copia también incluirá una lista completa de todos los lugares de votación, a más tardar para el 21er día anterior a la elección general.

## **Sección 7 ESCRUTINIO**

La Secretaria de la Ciudad presentará los resultados de la elección al Consejo Municipal en una junta del Consejo Municipal, para el escrutinio oficial de dicha elección en conformidad con el Código Electoral de Texas.

## **Sección 8 REQUISITOS DE LEY**

Para esta elección especial sobre la proposición no vinculante, la papeleta de votación se elaborará de tal manera que los votantes podrán votar "a favor" o "en contra" de la proposición no vinculante.

## **Sección 9 PROPOSICIÓN**

En la papeleta de votación, el texto de la proposición no vinculante será como sigue:

### **Proposición 1**

Debe la Ciudad de Garland, Texas, contratar a profesionales médicos para que presten servicios de telemedicina mediante la inclusión de una tarifa adicional en la cuenta de servicios públicos de la ciudad por el importe de \$6.00 por mes en los primeros dos años, incrementando entonces hasta \$9.00 por mes en el quinto año, siempre y cuando cualquier cliente de servicios públicos tenga el derecho de evitar la tarifa si se excluye voluntariamente del programa?

## **Sección 10 DIVISIBILIDAD**

En caso de que cualquier palabra, oración, párrafo, subdivisión, cláusula, frase o sección de este Decreto sea juzgada o considerada nula o inconstitucional, ello no afectará a la validez de las partes restantes de dicho Decreto, que permanecerán en pleno vigor y efecto.

## **Sección 11 FECHA DE VIGENCIA**

Que este Decreto entrará en vigor y será vigente en el momento de,  
e inmediatamente después de, su adopción y aprobación.

**ADOPTADO Y APROBADO este día 3 de Febrero de 2026.**

**CIUDAD DE GARLAND, TEXAS**

\_\_\_\_\_  
Alcalde

**DOY FE:**

\_\_\_\_\_  
Secretaria Municipal

**PUBLICADO:** \_\_\_\_\_



## GARLAND

### CITY COUNCIL STAFF REPORT

8

**Meeting Date:** February 2, 2026

**Title:** Discussion & Final Direction on the 2026 Proposed Capital Improvement Program (CIP)

**Submitted by:** Allyson Bell Steadman, Chief Financial Officer

**Strategic Focus Area:** Sound Governance and Finances

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#### Issue / Summary

Council will continue the discussion and provide final direction to Staff on the 2026 Proposed Capital Improvement Program (CIP). If changes have been proposed to the CIP by City Council during the discussions in January, Staff will provide an overview of any/all proposed changes received to date.

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#### Background

The following was the schedule followed for the City Council to review the 2026 Proposed CIP. The 2026 Proposed CIP has been made available on the City's website, at the libraries and the City Secretary's Office since January 6, 2026.

|         |       |                                                                                                  |
|---------|-------|--------------------------------------------------------------------------------------------------|
| Jan. 5  | Mon.  | 2026 Proposed CIP presented at the Council Work Session                                          |
| Jan. 10 | Sat.  | Discussion of the 2026 Proposed CIP at the Special Council Work Session                          |
| Jan. 20 | Tues. | Continued discussion of the 2026 Proposed CIP at the Council Work Session                        |
| Jan. 20 | Tues. | Public Hearing on the 2026 Proposed CIP at the Regular Council Meeting                           |
| Jan. 27 | Tues. | Special Work Session on the 2026 Proposed CIP <i>(If Requested by City Council)</i> at 6:00 P.M. |
| Feb. 2  | Mon.  | Council deliberations on 2026 Proposed CIP at the Council Work Session                           |
| Feb. 3  | Tues. | Public Hearing on and scheduled adoption of the 2026 Proposed CIP at the Regular Council Meeting |

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#### Consideration / Recommendation

Final direction to Staff to prepare the CIP Ordinance. A second Public Hearing will be held on Tuesday, February 3, 2026, at 7:00 P.M., with the adoption of the 2026 CIP scheduled to take place on February 3, 2026.

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#### Attachments

None



## GARLAND

### CITY COUNCIL STAFF REPORT

9

**Meeting Date:** February 2, 2026

**Title:** Travel Expenses Related to Mayor Pro Tem Lucht's Attendance at the 2026 Texas Police Chiefs Association Summit

**Submitted by:** Jennifer Stubbs, City Secretary

**Strategic Focus Area:** Sound Governance and Finances

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#### Issue / Summary

Travel Expenses Related to Mayor Pro Tem Lucht's Attendance at the 2026 Texas Police Chiefs Association Summit.

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#### Background

Council will discuss whether to approve, by consensus, travel expenses related to Mayor Pro Tem Lucht's attendance at the 2026 Texas Police Chiefs Association Summit.

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#### Consideration / Recommendation

Consider travel expenses related to Mayor Pro Tem Lucht's attendance at the 2026 Texas Police Chief's Association Summit.

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#### Attachments

None