



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 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. Grant Disbursement Agreement - Garland Housing Finance Corporation

Council is requested to consider a grant agreement between the City of Garland and Garland Housing Finance Corporation. Unless otherwise directed by Council, this item will be considered for

formal consideration at the March 17, 2026 Regular Meeting.

2. Repeal of Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinances

Council is requested to consider an ordinance repealing Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

3. Repeal of Article VI. Drainage Improvement Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances

Council is requested to consider an ordinance repealing Article VI. Drainage Improvement Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 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.

4. Fireworks Enforcement Review

Council will receive an update requested by Councilmember Dutton and seconded by Mayor Pro Tem Lucht, regarding fireworks enforcement activities during the 4th of July and New Year's Eve.
Presenter: Jeffrey Bryan, Chief of Police, Mark Lee, Fire Chief

5. East Zone Water Tower Project - Eminent Domain Submission

Council is requested to consider the approval of a resolution authorizing the use of eminent domain to acquire the necessary property interest for the East Zone Water Tower project. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.
Presenter: Niels Brown, Real Estate Director, Scott Levine, First Assistant City Attorney

6. Consideration of Installation of Access Gates at Rick Oden Park

Council is requested to consider the installation of access gates, additional bollards, and signage at the north entrance of Rick Oden Park, and amend the park hours of operation to allow for closure of the gate at 9:00 p.m. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 7, 2026 Regular Meeting.
Presenter: Andy Hesser, Assistant City Manager

7. GDC Amendment ORD 26-02

Staff will provide an overview on a potential GDC Amendment related to cleaning up the plat process, sidewalk waivers, alley waivers, and working plat's applicability.
Presenter: Nabila Nur, Planning & Development Director

8. Texas Municipal League (TML) Mid-year Conference Report

Per Article II, Division 1, Section 6(E) of the Council policies, Councilmember Moore and

Councilmember Dutton will report back to Council on the Texas Municipal League (TML) Mid-year Conference.

Presenter: Councilmember Carissa Dutton, Councilmember Ed Moore

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, 551.086 and 551.133 of the Texas Government Code to deliberate and discuss the following:

- 9. Competitive matters related to Garland Power & Light as it pertains to the quarterly briefing from the Risk Oversight Committee (551.086 and 552.133) and attorney/client communication related to same (551.071).**

- 10. Threatened litigation, related settlement demand, 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.

The graphic features the Garland logo on the left, which consists of a stylized sunburst icon and the word "GARLAND" in white serif font. To the right, the title "STRATEGIC FOCUS AREAS" is written in large, bold, yellow sans-serif font. Below the title, there are ten hexagonal icons arranged in two rows of five. Each icon is white with a green border and contains a green line-art symbol. Below each icon is a corresponding label in white text.

| Icon Description | Label |
|---|---|
| Shield with star, flame, and cross | Safe Community |
| Person walking on a path with stairs | Well-Maintained City Infrastructure |
| Water drop, lightning bolt, and plug | Reliable, Cost-Efficient Utility Services |
| Classical building with columns | Sound Governance and Finances |
| House and storefront | Vibrant Neighborhoods and Commercial Centers |
| Family of three people | Customer-Focused City Services |
| Bar chart with a dollar sign | Growing Economic Base |
| Calendar with an arrow pointing to a date | Future-Focused City Organization |
| Tree, musical notes, and bicycle | Enhanced Quality of Life through Amenities, Arts and Events |
| Modern building with a tower | Commercially Thriving Downtown |



GARLAND

CITY COUNCIL STAFF REPORT

1

Meeting Date: March 16, 2026

Title: Grant Disbursement Agreement - Garland Housing Finance Corporation

Submitted by: Jason Wilhite, Construction Manager

Strategic Focus Area: Vibrant Neighborhoods and Commercial Centers

Issue / Summary

Council is requested to consider accepting a \$450,000 grant from the Garland Housing Finance Corporation (GHFC) to continue the Garland Partnership Program with the City of Garland, and authorize the City Manager to sign and execute a disbursement agreement for deployment of these funds.

Background

The City of Garland has partnered with Garland Housing Finance Corporation for the previous 5 years to offer homeowner assistance to low-income Garland residents. The purpose of the 2026 grant is to provide funding and support for emergency home repairs, substantial home repairs, and qualified exterior repairs. Fifteen percent of the total grant is allocated to cover salary and administrative expenses. The GHFC Garland Partnership Program augments the City of Garland's existing Home Repair Program, which is funded annually by HUD for home repairs. The GHFC grant programs are administered by the Community Development Department, with support from the Office of Neighborhood Vitality and Code Compliance departments. In 2025, the GHFC offered \$540,000 through a Garland Partnership Program Grant to the City of Garland. To date, 100% of these funds have been spent or committed to projects.

Consideration / Recommendation

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting. Staff recommends the acceptance of the 2026 Garland Partnership grant funds to enable the continuation of the Garland Partnership Program.

Attachments

- A. COG 2026 Home Repair Grant DWG 2026-02-17

**GARLAND HOUSING FINANCE CORPORATION
ADDRESSING GARLAND PARTNERSHIP PROGRAM
DISBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2026, by and between the Garland Housing Finance Corporation (the “GHFC”), a Texas public instrumentality and nonprofit corporation, and the City of Garland, Texas (“City”), a Texas home-rule municipality (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Garland Housing Finance Corporation is a Texas public instrumentality and nonprofit corporation organized and operating pursuant to the Texas Housing Finance Corporations Act, Tex., Loc. Gov’t Code §§ 394.001 et seq.; and

WHEREAS, the GHFC was created to provide quality affordable housing for the residents of Garland, Texas; and

WHEREAS, the GHFC’s mission is to provide affordable housing in Garland through down payment and closing cost assistance, neighborhood awards, affordable senior & multifamily housing, issuance of bonds, and direct ownership opportunities; and

WHEREAS, the GHFC also administers grant programs designed to enhance the quality of life for residents of Garland; and

WHEREAS, the GHFC desires to partner with the City to fund the GHFC Addressing Garland Partnership Program (“Program”); and

WHEREAS, the Program will help eligible low-income persons, elderly, veteran, or disabled homeowners in Garland or to homeowners residing in a low-income area by providing funds for emergency and other repairs to homes; and

WHEREAS, the GHFC agrees to periodically fund the Program and monitor its application in Garland; and

WHEREAS, the City agrees to administer the Program and perform certain activities in connection with the Program.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, the Parties do agree as follows:

AGREEMENT

Article I. Definitions

Unless context clearly suggests a different meaning, the words and phrases set forth in this Article I shall have the following meanings:

1.01 Business Day. Any day other than a Saturday, Sunday, or official City holiday in which Garland's City Hall offices are closed for business.

1.02 Disabled Homeowner. For the purposes of this Agreement, a homeowner who receives monthly disability insurance payments from the United States Social Security Administration and who owns their primary residence.

1.03 Elderly Homeowner. For the purpose of this Agreement, a homeowner who is at or above the age of 62 and owns their primary residence.

1.04 Family Income. The calculated income for a Participant's household as determined by 24 C.F.R. § 5.609.

1.05 Low Income Homeowner. A homeowner whose calculated monthly income meets the definition of low income as specified by then current United States Department of Housing & Urban Development regulations. This definition is subject to change.

1.06 Participant. An eligible homeowner receiving funds administered by this Agreement for making repairs to the homeowner's primary residence.

1.07 Participant Data. Documents and data reflecting a Participant's eligibility for services funded by a Partnership Program, including, but not limited to, the participant's name, address, age, sex, ethnic background, size of household, income level or other basis for determining eligibility, and description of the services funded by a Partnership Program.

1.08 Partnership Program. One of the two Partnership Programs funded by the GHFC and administered by the City pursuant to this Agreement.

1.09 Veteran Homeowner. A homeowner who has served in and was honorably discharged by any branch of the United States military.

Article II. Partnership Programs

2.01 The two categories of Partnership Programs governed by this Agreement are:

(a) The GHFC Repair Partnership Program. This Partnership Program shall provide the Program money to help Participants with home repairs. Repairs shall be classified as

either Minor Repairs or Substantial Repairs.

1. Minor Repairs: The Partnership Program may provide Participants repair services of up to \$10,000 per property.

2. Substantial Repairs: The Partnership Program may provide Participants funding of up to \$35,000.00 per property. If a repair requires more than \$35,000.00, the City must obtain the GHFC's approval.

2.02 Funding under any of the Partnership Programs may be combined federal grant funding accessible to the City, if eligible. In cases of combined funding sources for a single property, the City shall maintain separate contracts and invoices and files to prevent commingling of funds.

2.03 Partnership Program funds are to be used primarily to help low to moderate income homeowners within the city limits of Garland, Texas. The City shall give preference to applicants who are low income; the City shall give additional preference to low-income Disabled Homeowners, Elderly Homeowners, and Veteran Homeowners. The City shall have the discretion to allow applicants who are not Participants in the Partnership Program(s).

Article III. City's Duties

3.01 The City shall administer each Partnership Program. The City's duties shall include:

- (a) Client application intake and processing;
- (b) Project management of all construction activities;
- (c) Approval and payment of invoices for approved projects;
- (d) Case file management; and
- (e) Quarterly reporting the grant status to the GHFC.

3.02 The City shall maintain all records required by the GHFC that are pertinent to the projects to be funded under this Agreement. City shall establish, maintain, and submit to the GHFC records acceptable to the GHFC showing the use of Partnership Program expenditures to benefit Participants. These records shall include, but are not limited to

- (a) Documents providing a full description of each project funded;
- (b) Documents necessary to determine a project's eligibility for Partnership Program funds;

- (c) Documents necessary to establish a Participant's eligibility for Partnership Program funds (applicants shall calculate income and certify that information on the application is true and correct);
- (d) Documents necessary to reflect any improvement to real property funded by Partnership Program funds;
- (e) Participant Data; and
- (f) All other documents necessary to reflect compliance with the Partnership Program.

3.03 The City shall retain all records pertinent to expenditures incurred pursuant to this Agreement for five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever is later. Records relating to any Participant must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records, the City must retain the records until all issues and actions are resolved, or the expiration of the five-year period, whichever occurs later.

3.04 The City shall make Participant Data available to the GHFC or its designee upon written request.

3.05 Audit.

(a) All City records with respect to any matters covered by this agreement shall, upon reasonable written notice to the City, be made available to the GHFC, the grantor agency, their designees or the United States government, at any time during normal business hours, as often as the GHFC deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination.

(b) The agency or entity requesting the audit shall bear the costs of any audit activities.

3.06 Confidentiality of Participant Data. City acknowledges that Participant information collected pursuant to this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's responsibilities with respect to services provided under this contract, is prohibited unless the City obtains written consent from the Participant or the Participant's parent/guardian if the Participant is unable to consent.

3.07 Progress Reports. The City shall submit written quarterly progress reports to the GHFC in the form and content required by the GHFC. The report shall consist of the following information:

(a) A spreadsheet identifying the homeowners assisted in the preceding quarter that includes name, address, household income level, family size, whether the homeowner is a veteran, elderly or disabled, and the amount of Program funds awarded; and

(b) A spreadsheet identifying all administrative expenses.

The GHFC may require additional relevant information, which the City shall also provide.

3.08 Equal Opportunity and Affirmative Action. City agrees that in performing under this Agreement, it shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, national origin, disability status nor otherwise commit an unfair employment practice.

3.09 Nondiscrimination Clause. The City shall administer the Partnership Programs without regard to an applicant's race, color, creed, religion, age, sex, national origin or disability status.

3.10 The City may use fifteen percent (15%) of the funds expended for administrative purposes related to program operations. The City may earmark fifteen percent of the GHFC funds for administrative purposes; however, at the end of the Term, the Parties shall reconcile the amount of earmarked funds against fifteen percent of sum of GHFC money actually expended plus any monies necessary to fund any Project approved but not yet funded. Any positive difference shall be refunded to the GHFC in accordance with Section 5.05 of this Agreement.

Article IV The GHFC's Duties

4.01 In consideration for the City's duties, the GHFC agrees to disburse up to \$450,000.00 during the Term of this Agreement for the Partnership Programs.

4.02 The GHFC shall disburse funds for the Partnership Programs as follows:

a. The GHFC shall disburse \$150,000.00 to the City within ten (10) days of final execution of this Agreement.

b. The GHFC shall distribute the remaining \$300,000.00 in two additional installments of \$150,000.00, payable on June 1, 2026, and September 1, 2026. These disbursements shall take place regardless of whether the Partnership Program projects have exhausted funds for any or all of the Partnership Programs.

4.03 The GHFC shall cooperate with the City in providing any information the City requires to obtain additional funding from any other source to help Partnership Program Participants.

Article V Partnership Program budgets

5.01 Each Partnership Program's initial annual budget is as follows:

a. the GHFC Repair Partnership Program\$450,000.00

5.02 The GHFC reserves the right to adjust budget categories as necessary. Any such adjustment must be presented as an Addendum to this Agreement and must be both in writing and executed by both Parties. The Parties may not reduce Partnership Program's budget below the amount of funds already disbursed or earmarked for existing projects at the time of the adjustment.

5.03 The City may use funds allocated to the GHFC Repair Partnership Program for either Minor Repairs or Substantial Repairs at the City's discretion, within the limits set forth herein above.

5.04 Any Partnership Program funds allocated by the GHFC pursuant to this Agreement which the City has not awarded by the end of the Term shall revert back to the GHFC.

5.05 Upon the termination or expiration of this Agreement, City shall transfer to the GHFC any GHFC Program funds then on hand, less any monies necessary to fund any Project approved but not yet funded, and any accounts receivable attributable to the use of the GHFC Program funds. In addition, the City shall refund to the GHFC any administrative funds due and owing after the reconciliation process set forth in Section 3.10 of this Agreement.

5.06 The sole source of funds for this Agreement is the GHFC Addressing Garland Partnership Program. This Agreement shall not obligate or encumber any other funds of the GHFC.

5.07 Any Partnership Program funds the City has not awarded by the end of a given quarter shall be carried over to the next quarter.

Article VI Term; Quarter

6.01 The Term of Agreement shall begin upon execution by both parties and shall run until the 31st day of December, 2026.

6.02 A Quarter begins on the first day of January, April, July, and October.

Article VII Nonperformance, Suspension, and Termination

7.01 Termination for nonperformance. This Agreement may be terminated by either party if it determines the other party has not met the obligations imposed by this Agreement. The party seeking termination must provide written notice of termination stating what obligations have not been met. The nonperforming party shall have thirty (30) days to perform the duties described in the notice. If it fails to do so, this Agreement is terminated.

7.02 Termination for convenience. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other material prepared by the City under this agreement shall, at the option of the GHFC, become the property of the GHFC, and the City shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Article VIII Miscellaneous Provisions

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

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

8.03 Waiver. Either the GHFC or City shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

8.04 Governing Law. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

8.05 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

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

8.07 Interpretation of terms. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

8.08 Counterparts. This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

8.09 Exhibits. All exhibits and amendments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.10 Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

8.11 Amendments. The Parties may amend this Agreement at any time provided the amendment is made in writing and signed by both Parties.

8.12 Relationship of Parties. Nothing contained in this Contract 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 Contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

8.13 Notices. Communications and details concerning this contract shall be directed to the following contact representatives:

City of Garland:

Ms. Mona Woodard
City of Garland
Community Development Department
800 Main Street
Garland, TX 75040

Garland Housing Finance Corporation:

Mr. David W. Gibbons
Garland Housing Finance Corporation
1675 West Campbell Rd.
Garland, TX 75044

EXECUTED this _____ day of _____, 2026.

CITY OF GARLAND, TEXAS


By:

Michael Betz
City Manager

EXECUTED this 17th day of February, 2026.

**GARLAND HOUSING
FINANCE CORPORATION**

By:



David W. Gibbons
Executive Director



GARLAND

CITY COUNCIL STAFF REPORT

2

Meeting Date: March 16, 2026

Title: Repeal of Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinances

Submitted by: Tamera Wilson, Department Coordinator I

Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue / Summary

Consider an ordinance repealing Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinances.

Background

Staff presented the Alley Petition Program to the TIM Committee on January 20, 2026. The TIM Committee discussed the program and, by consent, agreed to recommend to Council, discontinuing the Alley Petition Program. During the TIM Committee report at the February 16, 2026 Work Session, staff presented the same information to Council. After deliberation, Council gave direction to discontinue the Alley Petition Program. The program is codified in Chapter 31, Article V. Street Improvements and Assessments of the Code of Ordinances. To discontinue the program, Article V must be repealed from the Code of Ordinances.

Factors considered by the Council included:

- City had one successful alley petition after 95 inquiries over the past 20 years.
- The City's ownership of the alley in perpetuity adds to long-term maintenance and eventual replacement of the alley.
- Assessments limited by enhanced values, typically result with the City's participation exceeding 33%.
- The utilization of resources, including staff time, to implement the program with little to no participation.

Unless otherwise directed by Council, an ordinance repealing Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinance will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

Consideration / Recommendation

Staff recommends approval of the ordinance repealing Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

Attachments

- A. Ord _____ - Amend COO Ch 31 re Street Improvements and Assessments

ORDINANCE NO. _____

AN ORDINANCE REPEALING ARTICLE V, "STREET IMPROVEMENTS AND ASSESSMENTS," OF CHAPTER 31, "ENGINEERING," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS, IN ITS ENTIRETY; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Article V, "Street Improvements and Assessments," consisting of Sections 31.75 through 31.89, of Chapter 31, "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby repealed in its entirety and Reserved for future use as follows:

| ARTICLE V (Reserved)

| § 31.75 through § 31.89 (Reserved)

Section 2

That Chapter 31, "Engineering," of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

Section 4

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

Section 5

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

PASSED AND APPROVED this the _____ day of _____, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: March 16, 2026

Title: Repeal of Article VI. Drainage Improvement Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances

Submitted by: Tamera Wilson, Department Coordinator I

Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue / Summary

Consider an ordinance repealing Article VI. Drainage Improvement Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances.

Background

Staff presented the Drainage Participation Program to the TIM Committee on January 20, 2026. The TIM Committee discussed the program and, by consent, agreed to recommend to Council, discontinuing the Drainage Participation Program. During the TIM Committee report at the February 16, 2026 Work Session, staff presented the same information to Council. After deliberation, Council gave direction to discontinue the Drainage Participation Program. The program is codified in Chapter 31, Article VI. Drainage Districts and Drainage Participation Projects of the Code of Ordinances. To discontinue the program, Article VI. must be repealed from the Code of Ordinances.

Factors considered by Council included:

- The average cost of a project from the years 2010-2020 was \$53,161, and has increased in subsequent years 2021-2025 to \$244,009 per project.
- Participation during the years 2010-2020 was 50%, with participation dropping in subsequent years 2021-2025 to 6%.
- The utilization of resources, including staff time, to implement the program with little to no participation.

Unless otherwise directed by Council, an ordinance repealing Article VI. Drainage Improvement Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

Consideration / Recommendation

Staff recommends approval of the ordinance repealing Article VI. Drainage Improvement Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

Attachments

- A. Chapter 31 Article VI Ordinance Repeal

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 31.02, "DEFINITIONS," OF ARTICLE I, "GENERAL," CHAPTER 31, "ENGINEERING," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; REPEALING ARTICLE VI, "DRAINAGE IMPROVEMENT DISTRICT AND DRAINAGE PARTICIPATION PROJECTS," OF CHAPTER 31, "ENGINEERING," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS, IN ITS ENTIRETY; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 31.02, "Definitions," of Article 1, "General," of Chapter 31, "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part by repealing the definition of "Drainage project"* as follows:

§ 31.02 Definitions.

For the purpose of this Chapter **31**, the following terms used herein are defined as follows:

. . .

~~Drainage project. Either Drainage Improvement District or Drainage Participation Project.~~

. . .

Section 2

That Article VI, "Drainage Improvement Districts and Drainage Participation Projects," consisting of Sections 31.90 through 31.99, of Chapter 31, "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby repealed in its entirety and Reserved for future use as follows:

ARTICLE VI (Reserved)

§ 31.90 through § 31.99 (Reserved)

Section 3

That Chapter 31, "Engineering," of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

Section 6

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

PASSED AND APPROVED this the ____ day of _____, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND

CITY COUNCIL STAFF REPORT

4

Meeting Date: March 16, 2026
Title: Fireworks Enforcement Review
Submitted by: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue / Summary

Chief of Police Jeff Bryan will provide an update on the 4th of July and New Year's Eve fireworks enforcement activities.

Background

This item was referred on January 5, 2026, by Councilmember Dutton and seconded by Mayor Pro Tem Lucht.

Consideration / Recommendation

None at this time.

Attachments

A. Fireworks Enforcement - New Years Eve

Fireworks

- ◆ Prohibited sale, possession, use, or discharge.
- ◆ (1) It shall be unlawful for any person to transport, sell, offer for sale, offer to another, receive, possess, keep, store, use, handle, discharge, detonate, explode, ignite, or otherwise set into action fireworks within the city limits.
- ◆ (2) It shall be unlawful for any person to knowingly or intentionally assist a person under 18 years of age to use, handle, discharge, detonate, explode, ignite, or otherwise set into action fireworks within the city limits.

Fireworks Task Force Citations

- ◆ 2022 - 40
- ◆ 2023 -46
- ◆ 2024 - 44
- ◆ 2025 - 31
- ◆ 2026 - 12

Garland Fire Department Incidents

- ◆ Total Fireworks Related Calls 2020 - 2025 - 115
 - ◆ Average 19 per year
- ◆ Highest Year 2022 (34 incidents)
- ◆ Lowest Year 2024 (12 incidents)
- ◆ Most Common Call Type - Outside Rubbish Fire (15)
- ◆ Of the total incidents:
 - ◆ 56% were fire related (64 incidents, 52 actual fires)
 - ◆ 44% were non-fire related (51 incidents, EMS, Assist PD, nothing found, good intent)

Fireworks Injury Count (2020-2025)

| Year | Injury/EMS Incident Count |
|--------------------------|---------------------------|
| 2020 | 0 |
| 2021 | 4 |
| 2022 | 1 |
| 2023 | 0 |
| 2024 | 1 |
| 2025 | 1 |
| Grand Total Over 6 years | 7 |



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: March 16, 2026

Title: East Zone Water Tower Project - Eminent Domain Submission

Submitted by: Niels Brown, Real Estate Director

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Issue / Summary

Council is requested to consider the approval of a resolution authorizing the use of eminent domain to acquire the necessary property interest for the East Zone Water Tower project. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

Background

The City does not own the property rights necessary to construct the project (CIP 30232) and has engaged in preliminary efforts to acquire the necessary property interest. The City is seeking authorization to initiate the formal offer process, and if such process proves unsuccessful, file an eminent domain petition.

The City of Garland Water Utilities Department has identified the need for a new 2.5-million-gallon elevated storage tank to support water distribution within the City’s east pressure plane. The east pressure plane is currently served by a single overhead water tower located on Commerce Street. The new tower will reduce the gap in minimum overhead water storage requirements in accordance with Texas Commission on Environmental Quality (TCEQ) regulations. At present, water distribution is operating under a TCEQ waiver and is heavily dependent on pump stations.

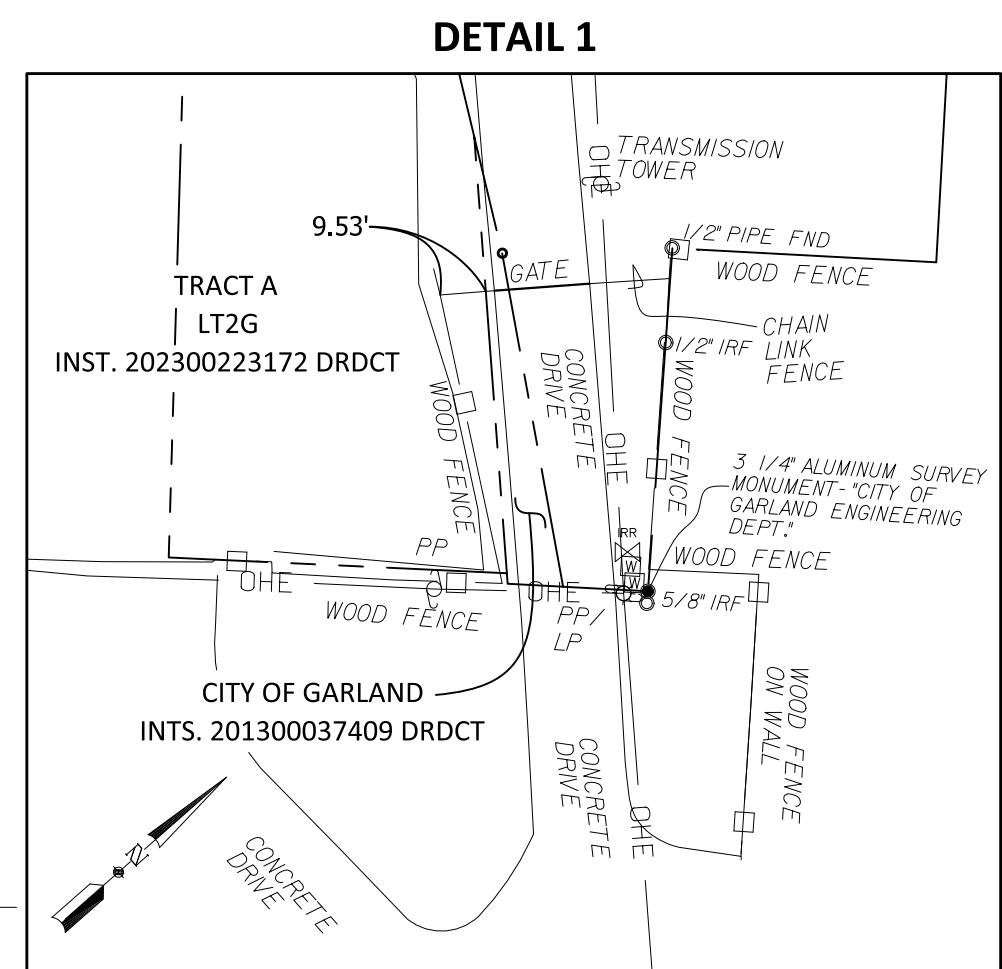
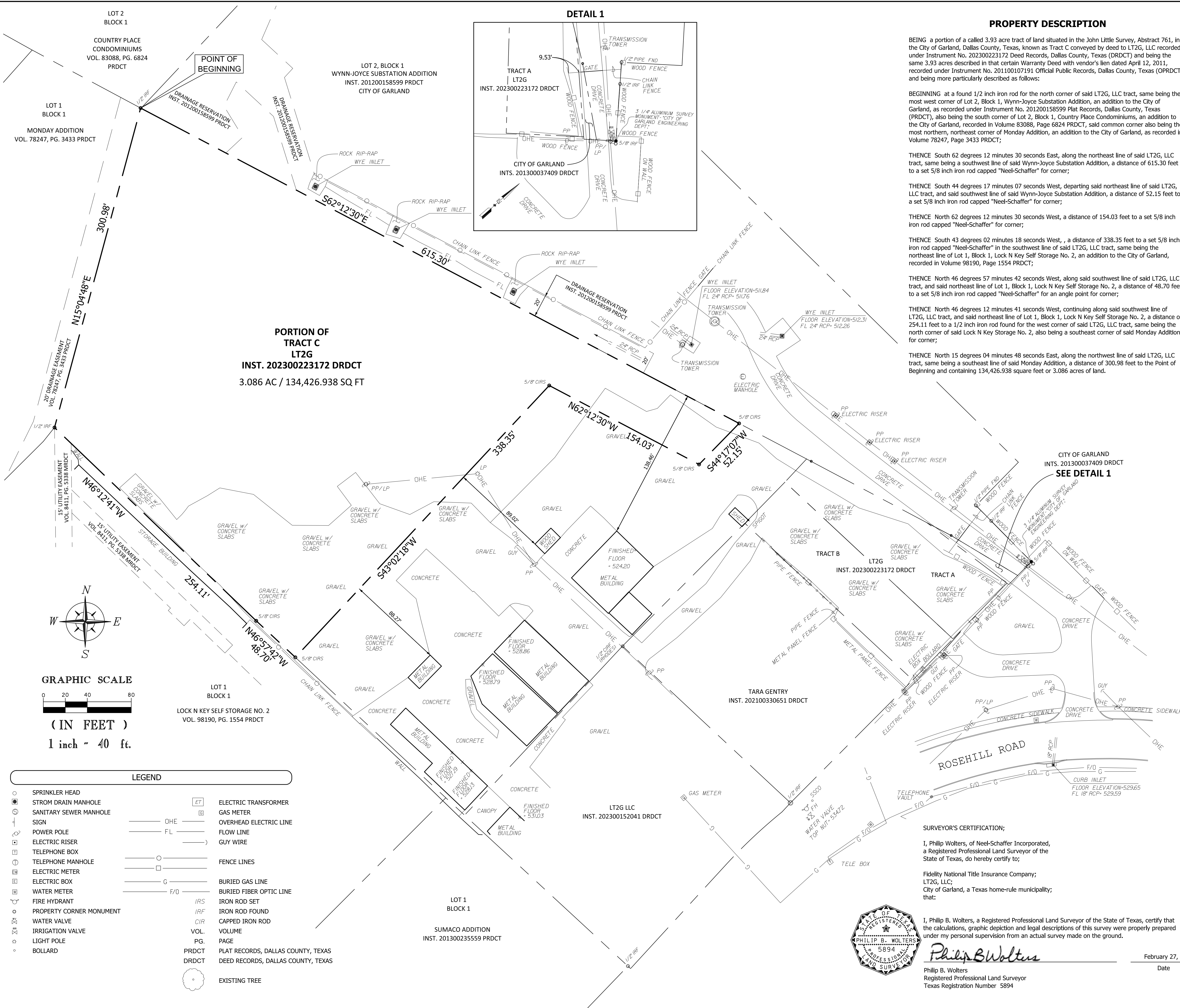
The City does not already own the subject property upon which the project will be constructed, the City must engage in an effort to acquire the necessary property interest, which consists of approximately 3.086 acres in fee simple, 0.163 acres of permanent water line easement, and 0.065 acres of temporary construction easement. The City has not successfully negotiated a final purchase agreement with the property owner and is seeking authorization to initiate the formal offer process, and if such process proves unsuccessful, file an eminent domain petition. Staff will make every reasonable effort to negotiate in good faith prior to filing an eminent domain petition.

Consideration / Recommendation

Staff recommends that Council approve a resolution to authorize the use of eminent domain to acquire the needed property interest for the East Zone Water Tower Project. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 17, 2026 Regular Meeting.

Attachments

- A. East Zone EST Fee Simple Title Survey
- B. Ord_____-East Zone EST - ED Authorization Resolution
- C. Exhibit B - East Zone Water Line LD-Survey
- D. Exhibit C - East Zone Temp Const LD-Survey



PROPERTY DESCRIPTION

BEING a portion of a called 3.93 acre tract of land situated in the John Little Survey, Abstract 761, in the City of Garland, Dallas County, Texas, known as Tract C conveyed by deed to LT2G, LLC recorded under Instrument No. 202300223172 Deed Records, Dallas County, Texas (DRDCT) and being the same 3.93 acres described in that certain Warranty Deed with vendor's lien dated April 12, 2011, recorded under Instrument No. 201100107191 Official Public Records, Dallas County, Texas (OPRDCT) and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for the north corner of said LT2G, LLC tract, same being the most west corner of Lot 2, Block 1, Wynn-Joyce Substation Addition, an addition to the City of Garland, as recorded under Instrument No. 201200158599 Plat Records, Dallas County, Texas (PRDCT), also being the south corner of Lot 2, Block 1, Country Place Condominiums, an addition to the City of Garland, recorded in Volume 83088, Page 6824 PRDCT, said common corner also being the most northern, northeast corner of Monday Addition, an addition to the City of Garland, as recorded in Volume 78247, Page 3433 PRDCT;

THENCE South 62 degrees 12 minutes 30 seconds East, along the northeast line of said LT2G, LLC tract, same being a southwest line of said Wynn-Joyce Substation Addition, a distance of 615.30 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

THENCE South 44 degrees 17 minutes 07 seconds West, departing said northeast line of said LT2G, LLC tract, and said southwest line of said Wynn-Joyce Substation Addition, a distance of 52.15 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

THENCE North 62 degrees 12 minutes 30 seconds West, a distance of 154.03 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

THENCE South 43 degrees 02 minutes 18 seconds West, a distance of 338.35 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" in the southwest line of said LT2G, LLC tract, same being the northeast line of Lot 1, Block 1, Lock N Key Self Storage No. 2, an addition to the City of Garland, recorded in Volume 98190, Page 1554 PRDCT;

THENCE North 46 degrees 57 minutes 42 seconds West, along said southwest line of said LT2G, LLC tract, and said northeast line of Lot 1, Block 1, Lock N Key Self Storage No. 2, a distance of 48.70 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for an angle point for corner;

THENCE North 46 degrees 12 minutes 41 seconds West, continuing along said southwest line of LT2G, LLC tract, and said northeast line of Lot 1, Block 1, Lock N Key Self Storage No. 2, a distance of 254.11 feet to a 1/2 inch iron rod found for the west corner of said LT2G, LLC tract, same being the north corner of said Lock N Key Storage No. 2, also being a southeast corner of said Monday Addition for corner;

THENCE North 15 degrees 04 minutes 48 seconds East, along the northwest line of said LT2G, LLC tract, same being a southeast line of said Monday Addition, a distance of 300.98 feet to the Point of Beginning and containing 134,426.938 square feet or 3.086 acres of land.

NOTES:

1. Bearings based on Texas State Plane Coordinate System of 1983 - North Central Zone (NAD83)
 2. THIS PROPERTY IS LOCATED IN ZONE "X" (other areas determined to be located outside the 500-year floodplain), Flood Insurance Rate Map No. 48113C0380L, Dated July 7, 2014.
 3. Zoning Classification: SF-10, Planned Development
 4. Subject property does not have access to a public road.
 5. The surveyor prepared this survey using that certain Commitment for Title Insurance issued by Fidelity National Title Insurance Company issued August 13, 2025, effective date August 7, 2025 (GF No. FTDAL-14-9000142400736-DS) and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which do not appear on aforementioned title commitment.
- Regarding items identified on Schedule 'B' of Fidelity National Title Insurance Company, GF No. FTDAL-14-9000142400736-DS issue date August 13, 2025, item No. 10:
- d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - e. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.
 - f. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Lone Star Gas Company
Purpose: As provided in said document
Recording Date: October 7, 1930
Recording No: Volume 1657, Page 15, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY)
 - g. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: March 12, 1936
Recording No: Volume 1944, Page 269, Real Property Records, Dallas County, Texas (AFFECTS SUBJECT PROPERTY)
 - h. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: May 21, 1936
Recording No: Volume 1954, Page 250, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY)
 - i. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: March 15, 1937
Recording No: Volume 1996, Page 458, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY)
 - j. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: April 8, 1938
Recording No: Volume 2063, Page 401, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY)
 - k. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Lone Star Gas Company
Purpose: As provided in said document
Recording Date: March 5, 1947
Recording No: Volume 2793, Page 187, Real Property Records, Dallas County, Texas (AFFECTS SUBJECT PROPERTY)
 - l. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: September 30, 1952
Recording No: Volume 3736, Page 496, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY)
 - m. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.
 - n. Any portion of the Land located within the boundaries of any roadway or highway.
 - o. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

CITY OF GARLAND
INTS. 201300037409 DRDCT
SEE DETAIL 1

TITLE SURVEY

BEING A PORTION OF "TRACT C"
A 3.086 ACRE TRACT OF LAND SITUATED IN
THE LITTLE JOHN SURVEY, ABSTRACT NO. 761, PG. 375,
CONVEYED BY DEED TO LT2G, LLC
RECORDED UNDER INSTRUMENT NO. 202300223172
DEED RECORDS, DALLAS COUNTY, TEXAS

SITE ADDRESS - 4311 ROSEHILL ROAD

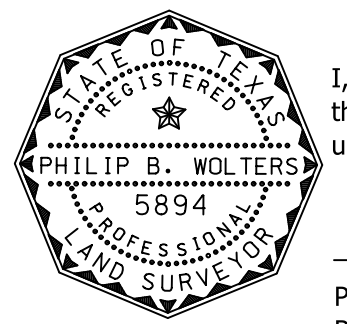
FEBRUARY 27, 2026

SURVEYOR'S CERTIFICATION:

I, Philip Wolters, of Neel-Schaffer Incorporated, a Registered Professional Land Surveyor of the State of Texas, do hereby certify to;

Fidelity National Title Insurance Company;
LT2G, LLC;
City of Garland, a Texas home-rule municipality;
that:

I, Philip B. Wolters, a Registered Professional Land Surveyor of the State of Texas, certify that the calculations, graphic depiction and legal descriptions of this survey were properly prepared under my personal supervision from an actual survey made on the ground.



Philip B. Wolters
Philip B. Wolters
Registered Professional Land Surveyor
Texas Registration Number 5894

February 27, 2026
Date

OWNER
LT2G, LLC
3201 PALMTREE DR.
MCKINNEY, TEXAS 75070

NEEL-SCHAFFER
Solutions you can build upon
NEEL-SCHAFFER, INC.
2501 Avenue J, Suite 120, Arlington, Texas 76010
CONTACT: Philip B. Wolters, RPLS No. 5894
PHONE: 817-548-0696
EMAIL: phil.wolters@neel-schaffer.com
TBPLS FIRM REGISTRATION NO. 10021800

LEGEND

| | |
|----------------------------|--|
| ○ SPRINKLER HEAD | ET ELECTRIC TRANSFORMER |
| ⊙ STROM DRAIN MANHOLE | ⊙ GAS METER |
| ⊙ SANITARY SEWER MANHOLE | — OHE OVERHEAD ELECTRIC LINE |
| — SIGN | — FL FLOW LINE |
| — POWER POLE | — GUY WIRE |
| ⊙ ELECTRIC RISER | — FENCE LINES |
| ⊙ TELEPHONE BOX | — BURIED GAS LINE |
| ⊙ TELEPHONE MANHOLE | — BURIED FIBER OPTIC LINE |
| ⊙ ELECTRIC METER | — IRF IRON ROD FOUND |
| ⊙ ELECTRIC BOX | — CIR CAPPED IRON ROD |
| ⊙ WATER METER | — VOL VOLUME |
| ⊙ FIRE HYDRANT | — PG. PAGE |
| ○ PROPERTY CORNER MONUMENT | — PRDCT PLAT RECORDS, DALLAS COUNTY, TEXAS |
| ⊙ WATER VALVE | — DRDCT DEED RECORDS, DALLAS COUNTY, TEXAS |
| ⊙ IRRIGATION VALVE | |
| ○ LIGHT POLE | ○ EXISTING TREE |
| ○ BOLLARD | |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARLAND, TEXAS FINDING AND DETERMINING THAT THE PUBLIC NECESSITY AND CONVENIENCE REQUIRE THE ACQUISITION OF VARIOUS PROPERTY INTERESTS, INCLUDING FEE AND EASEMENT INTERESTS, ACROSS THREE PARCELS LOCATED AT OR ABOUT 4311, 4324, AND 4360 ROSEHILL ROAD, IN THE CITY OF GARLAND, COUNTY OF DALLAS, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BELOW; PROVIDING AUTHORIZATIONS TO ACQUIRE SUCH PROPERTY BY PURCHASE AND MAKING CERTAIN FINDINGS PERTAINING THERETO; PROVIDING AUTHORIZATION TO ACQUIRE SUCH PROPERTY THROUGH EMINENT DOMAIN AND MAKING CERTAIN FINDINGS PERTAINING THERETO; PROVIDING FURTHER AUTHORIZATIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland ("Garland"), a home-rule municipality with the power of eminent domain, has found and determined the need to acquire certain fee and easement interests across three tracts of land located at or about 4311, 4324, and 4360 Rosehill Road, City of Garland, Dallas County, Texas (all three tracts, collectively, the "Property") necessary to construct, operate, and maintain a City of Garland Water Tower and accompanying infrastructure and appurtenances for the maintenance and operation thereof, which will necessitate the acquisition of real property ("East Zone Water Tower Project");

WHEREAS, public convenience and necessity requires acquisition of (i) that certain fee interest upon, over, and consisting of approximately 3.086 acres of land, as more fully described in Exhibit A attached hereto, (ii) a permanent water line easement, encumbering 0.163 acres of land, as more fully described in Exhibit B attached hereto, and (iii) a temporary construction and access easement encumbering 0.065 acres of land, as more fully described in Exhibit C attached hereto, all located on the "Property" (all four property interests specified above referred to herein collectively as the "Property Interests"), owned, according to Dallas County Appraisal District, by LT2G LLC (the "Property Owner"), for the construction, operation, and maintenance of the East Zone Water Tower Project;

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to more particularly identify, describe,

depict the design, location, and establishment of the Property for the East Zone Water Tower Project;

WHEREAS, it is also necessary to determine just compensation and/or damages related to the Property to be acquired for the East Zone Water Tower Project;

WHEREAS, Garland is required to comply with Texas Property Code §21.0111, including a *bona fide* offer to acquire the Property from the Property Owner voluntarily, as defined by, and in compliance with, Texas Property Code §21.0113 before filing an eminent domain petition to secure the acquisition of the Property through an eminent domain proceeding;

WHEREAS, before Garland files a petition seeking eminent domain under Chapter 21 of the Texas Property Code, the Garland City Council must authorize the initiation of the eminent domain proceedings at a public meeting by a record vote; and

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

Section 1

The recitals of this Resolution are true and correct and are incorporated in the body of this Resolution as if set forth fully herein.

Section 2

There is a public necessity for Garland to undertake the construction, maintenance, and operation of the East Zone Water Tower Project for the public use and purpose of providing public infrastructure improvements and water utility services.

Section 3

That Garland, its staff, its agents, and its attorneys are specifically authorized to hire such engineers, surveyors, appraisers, title companies, architects, attorneys, and other persons or companies needed to support the condemnation process.

Section 4

The public convenience and necessity require the acquisition of the Property Interests across the Property through the use of eminent domain.

Section 5

That Garland, its staff, its agents, its attorneys, and the City Manager or his designee are authorized to negotiate and acquire the Property Interests based upon the results of such appraisal reports.

Section 6

That Garland, its staff, its agents, and its attorneys are authorized to make a *bona fide* offer to acquire the Property Interests from the Property Owner voluntarily as required by Chapter 21 of the Texas Property Code.

Section 7

That Garland, its staff, and its attorneys are hereby authorized to file an eminent domain petition and pursue eminent domain proceedings as necessary to acquire the Property Interests and are further authorized to file or cause to be filed against all owners, lienholders, and any holders of any other interests in the Property, a petition in the name of and on behalf of Garland, for the public uses set forth herein, and to take whatever other action may be deemed appropriate to effect the necessary acquisitions, as provided in Section 21 of the Texas Property Code.

Section 8

That Garland, its staff, its agents, and its attorneys are specifically authorized to do all things necessary and proper to carry out the intent and purpose of this Resolution.

Section 9

It is the intent of the City Council that this Resolution authorize the City Manager and City Attorney, or their designees, to perform all steps necessary to obtain the Property Interests necessary for the East Zone Water Tower Project, whether through further negotiation or eminent domain litigation, including the expenditure of funds.

Section 10

It is the intent of the City Council that this Resolution authorize the use of eminent domain to acquire all of property interests required for the East Zone Water Tower Project and any re-location of public utilities, as necessary, located in the City, to serve the public and citizens of Garland.

Section 11

Following an award by the Special Commissioners or a judgment of a court of competent jurisdiction on appeal from a Special Commissioners' award, the City Manager or his designee, is hereby authorized to make payment in an amount not to exceed the Special Commissioners' award or the amount of judgment of a court of competent jurisdiction, to enable Garland to take possession of the Property Interests without further action of the City Council. However, nothing contained herein shall be interpreted to limit the spending authority of the City Manager granted by Council Resolution or Policy. It is the intent of the City Council that this Resolution grants the City Manager the authority, in addition to the authority granted by Council Policy, to settle disputes related to the value of the Property Interests.

Section 12

That this Resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this the ___ day of _____, 20__.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Exhibit "A"

FEE SIMPLE INTEREST

BEING a portion of a called 3.93 acre tract of land situated in the John Little Survey, Abstract 761, in the City of Garland, Dallas County, Texas, known as Tract C conveyed by deed to LT2G, LLC recorded under Instrument No. 202300223172 Deed Records, Dallas County, Texas (DRDCT) and being the same 3.93 acres described in that certain Warranty Deed with vendor's lien dated April 12, 2011, recorded under Instrument No. 201100107191 Official Public Records, Dallas County, Texas (OPRDCT) and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for the north corner of said LT2G, LLC tract, same being the most west corner of Lot 2, Block 1, Wynn-Joyce Substation Addition, an addition to the City of Garland, as recorded under Instrument No. 201200158599 Plat Records, Dallas County, Texas (PRDCT), also being the south corner of Lot 2, Block 1, Country Place Condominiums, an addition to the City of Garland, recorded in Volume 83088, Page 6824 PRDCT, said common corner also being the most northern, northeast corner of Monday Addition, an addition to the City of Garland, as recorded in Volume 78247, Page 3433 PRDCT;

THENCE South 62 degrees 12 minutes 30 seconds East, along the northeast line of said LT2G, LLC tract, same being a southwest line of said Wynn-Joyce Substation Addition, a distance of 615.30 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

THENCE South 44 degrees 17 minutes 07 seconds West, departing said northeast line of said LT2G, LLC tract, and said southwest line of said Wynn-Joyce Substation Addition, a distance of 52.15 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

THENCE North 62 degrees 12 minutes 30 seconds West, a distance of 154.03 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

THENCE South 43 degrees 02 minutes 18 seconds West, , a distance of 338.35 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" in the southwest line of said LT2G, LLC tract, same being the northeast line of Lot 1, Block 1, Lock N Key Self Storage No. 2, an addition to the City of Garland, recorded in Volume 98190, Page 1554 PRDCT;

THENCE North 46 degrees 57 minutes 42 seconds West, along said southwest line of said LT2G, LLC tract, and said northeast line of Lot 1, Block 1, Lock N Key Self Storage No. 2, a distance of 48.70 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for an angle point for corner;

THENCE North 46 degrees 12 minutes 41 seconds West, continuing along said southwest line of LT2G, LLC tract, and said northeast line of Lot 1, Block 1, Lock N Key Self Storage No. 2, a distance of 254.11 feet to a 1/2 inch iron rod found for the west corner of said LT2G, LLC tract, same being the north corner of said Lock N Key Storage No. 2, also being a southeast corner of said Monday Addition for corner;

THENCE North 15 degrees 04 minutes 48 seconds East, along the northwest line of said LT2G, LLC tract, same being a southeast line of said Monday Addition, a distance of 300.98 feet to the Point of Beginning and containing 134,426.938 square feet or 3.086 acres of land.

EXHIBIT "B"

**25' WIDE PERMANENT
CITY WATER LINE EASEMENT
CITY OF GARLAND**

7,113.667 SQUARE FEET (0.163 AC)

BEING a portion of a tract of land situated in the John Little survey, Abstract Number 761, in the City of Garland, Dallas County, Texas, and conveyed by deed to LT2G, LLC, recorded under Instrument Number 202300223172 Official Public Records, Dallas County, Texas (OPRDCT) described as Tracts A, B and C, and being more particularly described by metes and bounds as follows:

COMMENCING at a found aluminum disk/monument in the north line of Rosehill Road for a southeast corner of Lot 2, Block 1 Wynn-Joyce Substation Addition, an Addition to the City of Garland as recorded under Instrument Number 201200158599 OPRDCT;

THENCE South 44 degrees 24 minutes 15 seconds West, along the north line of said Rosehill Road, same being the south line of said Wynn-Joyce Substation Addition, a distance of 17.70' to the south corner of said Wynn-Joyce Substation Addition, same being the northeast corner of a tract of land conveyed by deed to the City of Garland, a Texas home-rule municipality, recorded under Instrument Number 201300037409 OPRDCT;

THENCE South 44 degrees 26 minutes 37 seconds West, along said south line of said Garland tract, a distance of 11.57 feet to the southeast corner of said Garland Tract;

THENCE North 52 degrees 54 minutes 38 seconds West, along said north line and the west line of said Garland tract, a distance of 2.19 feet to the northeast corner of said LT2G, LLC Tract to a set 5/8 inch iron rod capped "Neel-Schaffer" for the **POINT OF BEGINNING**;

THENCE South 44 degrees 02 minutes 07 seconds West, continuing along said north line and the south line of said LT2G, LLC tract, a distance of 25.18 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for easement corner;

THENCE North 52 degrees 54 minutes 38 seconds West, departing said common line, a distance of 86.14 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for easement corner;

THENCE North 62 degrees 05 minutes 30 seconds West, a distance of 117.05 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for easement corner;

THENCE North 62 degrees 12 minutes 30 seconds West, a distance of 81.50 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" in the south line of the future elevated water storage tank site for easement corner;

THENCE North 44 degrees 17 minutes 07 seconds East, along said south line, a distance of 26.07 feet to a set 5/8 inch iron rod capped “Neel-Schaffer” in the southwest line of said Wynn-Joyce Substation Addition, same being the northeast line of said LT2G, LLC tract, for easement corner;

THENCE South 62 degrees 12 minutes 30 seconds East, along said common line, a distance of 74.13 feet to a set 5/8 inch iron rod capped “Neel-Schaffer” for easement corner;

THENCE South 62 degrees 05 minutes 30 seconds East, continuing along said common line, a distance of 119.08 feet to a set 5/8 inch iron rod capped “Neel-Schaffer” for the north corner of said Garland tract for easement corner;

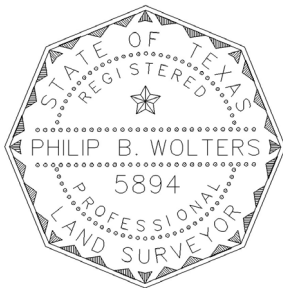
THENCE South 52 degrees 54 minutes 38 seconds East, along the west line of said Garland tract, same being the east line of said LT2G, LLC tract, a distance of 91.19 feet to the **POINT OF BEGINNING** and containing 7,113.667 square feet or 0.163 acres of land.

NOTE: All bearings referenced to the Texas Coordinate System of 1983, NAD-83, North Central Zone.

SURVEYOR’S CERTIFICATE

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Neel-Schaffer, Inc.**

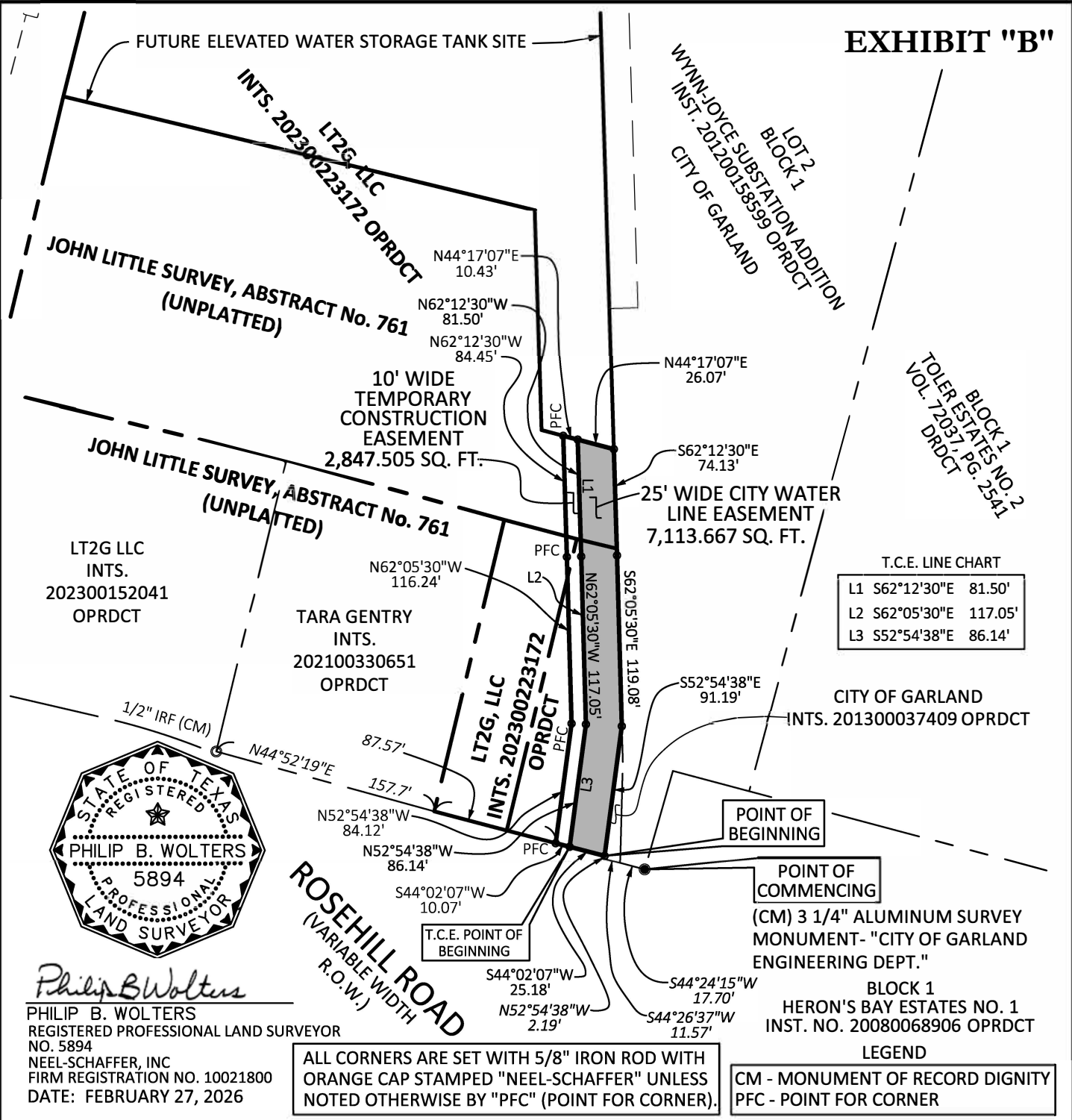


Philip B Wolters

Philip B. Wolters
Registered Professional Land Surveyor,
Texas No. 5894 - Date of Survey: February 27,
2026

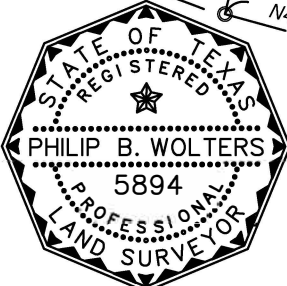
P:\Garland\Rosehill Road-EST Site\Survey\Easements-Right-of Way\Rosehill-WL Easement Description.doc

EXHIBIT "B"



T.C.E. LINE CHART

| | | |
|----|-------------|---------|
| L1 | S62°12'30"E | 81.50' |
| L2 | S62°05'30"E | 117.05' |
| L3 | S52°54'38"E | 86.14' |



Philip B. Wolters
PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894
 NEEL-SCHAFFER, INC
 FIRM REGISTRATION NO. 10021800
 DATE: FEBRUARY 27, 2026

ALL CORNERS ARE SET WITH 5/8" IRON ROD WITH ORANGE CAP STAMPED "NEEL-SCHAFFER" UNLESS NOTED OTHERWISE BY "PFC" (POINT FOR CORNER).

LEGEND
 CM - MONUMENT OF RECORD DIGNITY
 PFC - POINT FOR CORNER

CITY OF GARLAND

25' WIDE PERMANENT CITY WATER LINE & 10' WIDE TEMPORARY CONSTRUCTION EASEMENT

BEARING BASIS: TEXAS COORDINATE SYSTEM 1983 (NAD83), NORTH CENTRAL ZONE

OWNER: LT2G, LLC
 RECORDING: INST. No. 202300223172, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (OPRDCT)
 LEGAL: TRACTS A, B & C, JOHN LITTLE SURVEY, ABSTRACT No. 761, PAGE 375

| | |
|--|----------------|
| 25' WATER LINE EASEMENT AREA: 7,113.667 S.F./ 0.163 AC. | DRAWING: JM |
| 10' WIDE TEMPORARY CONSTRUCTION EASEMENT AREA: 2,847.505 S.F./ 0.065 AC. | |

NEEL-SCHAFFER INC. 2501 AVENUE J, SUITE 120 ARLINGTON, TEXAS 76006 PHONE: 817-548-0696

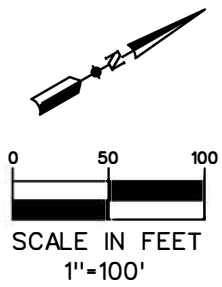
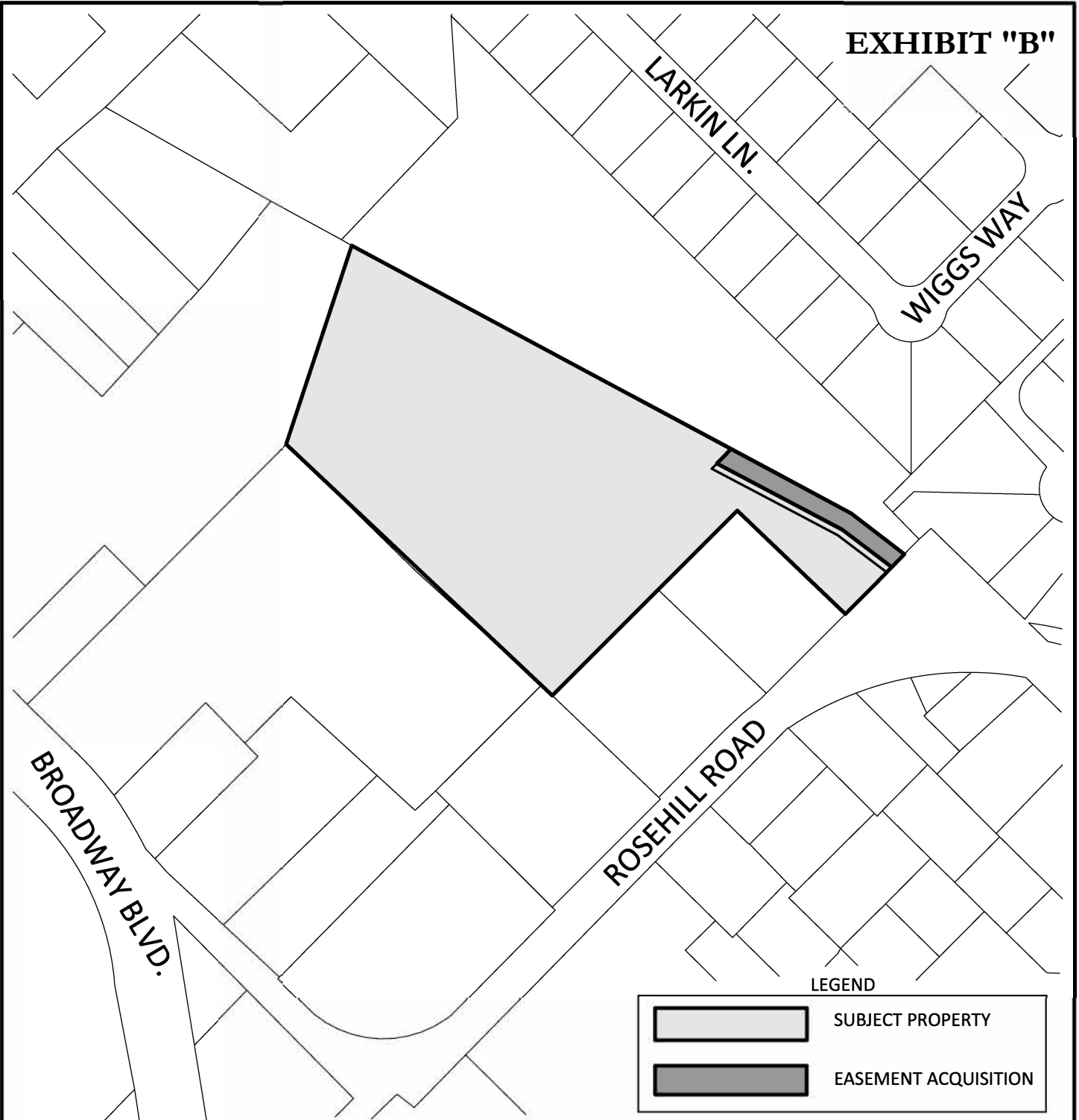


EXHIBIT "B"



LEGEND

| | |
|--|----------------------|
| | SUBJECT PROPERTY |
| | EASEMENT ACQUISITION |

| | |
|--|----------------|
| CITY OF GARLAND | |
| 25' WIDE PERMANENT CITY WATER LINE & 10' WIDE TEMPORARY CONSTRUCTION EASEMENT | |
| BEARING BASIS: TEXAS COORDINATE SYSTEM 1983 (NAD83), NORTH CENTRAL ZONE | |
| OWNER: LT2G, LLC | |
| RECORDING: INST. No. 202300223172, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (OPRDCT) | |
| LEGAL: TRACTS A, B & C, JOHN LITTLE SURVEY, ABSTRACT No. 761, PAGE 375 | |
| 25' WATER LINE EASEMENT AREA: 7,113.667 S.F./ 0.163 AC. | DRAWING: JM |
| 10' WIDE TEMPORARY CONSTRUCTION EASEMENT AREA: 2,847.505 S.F./ 0.065 AC. | |
| NEEL-SCHAFFER INC. 2501 AVENUE J, SUITE 120 ARLINGTON, TEXAS 76006 PHONE: 817-548-0696 | |

EXHIBIT “C”

**10’ WIDE TEMPORARY CONSTRUCTION EASEMENT
CITY OF GARLAND**

2,847.505 SQUARE FEET (0.065 AC)

BEING a portion of a tract of land situated in the John Little survey, Abstract Number 761, in the City of Garland, Dallas County, Texas, and conveyed by deed to LT2G, LLC, recorded under Instrument Number 202300223172 Official Public Records, Dallas County, Texas (OPRDCT) described as Tracts A, B and C, and being more particularly described by metes and bounds as follows:

COMMENCING at a found aluminum disk/monument in the north line of Rosehill Road for a southeast corner of Lot 2, Block 1 Wynn-Joyce Substation Addition, an Addition to the City of Garland as recorded under Instrument Number 201200158599 OPRDCT;

THENCE South 44 degrees 24 minutes 15 seconds West, along the north line of said Rosehill Road, same being the south line of said Wynn-Joyce Substation Addition, a distance of 17.70’ to the south corner of said Wynn-Joyce Substation Addition, same being the northeast corner of a tract of land conveyed by deed to the City of Garland, a Texas home-rule municipality, recorded under Instrument Number 201300037409 OPRDCT;

THENCE South 44 degrees 26 minutes 37 seconds West, along said south line of said Garland tract, a distance of 11.57 feet to the southeast corner of said Garland Tract;

THENCE North 52 degrees 54 minutes 38 seconds West, along said north line and the west line of said Garland tract, a distance of 2.19 feet to the northeast corner of said LT2G, LLC Tract to a set 5/8 inch iron rod capped “Neel-Schaffer”;

THENCE South 44 degrees 02 minutes 07 seconds West, along said north line, same being the south line of said LT2G, LLC tract, a distance of 25.18 feet to the **POINT OF BEGINNING**;

THENCE South 44 degrees 02 minutes 07 seconds West, continuing along said north line and the south line of said LT2G, LLC tract, a distance of 10.07 feet to a point for easement corner;

THENCE North 52 degrees 54 minutes 38 seconds West, departing said common line, a distance of 84.12 feet to a point for easement corner;

THENCE North 62 degrees 05 minutes 30 seconds West, a distance of 116.24 feet to a point for easement corner;

THENCE North 62 degrees 12 minutes 30 seconds West, a distance of 84.45 feet to a point in the south line of the future elevated water storage tank site for easement corner;

THENCE North 44 degrees 17 minutes 07 seconds East, along said south line, a distance of 10.43 feet to a point for easement corner;

THENCE South 62 degrees 12 minutes 30 seconds East, a distance of 81.50 feet to a point for easement corner;

THENCE South 62 degrees 05 minutes 30 seconds East, a distance of 117.05 feet to a point for easement corner;

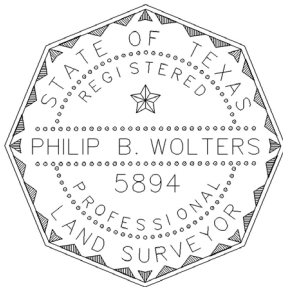
THENCE South 52 degrees 54 minutes 38 seconds East, a distance of 86.14 feet to the **POINT OF BEGINNING** and containing 2,847.505 square feet or 0.065 acres of land.

NOTE: All bearings referenced to the Texas Coordinate System of 1983, NAD-83, North Central Zone.

SURVEYOR'S CERTIFICATE

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Neel-Schaffer, Inc.**

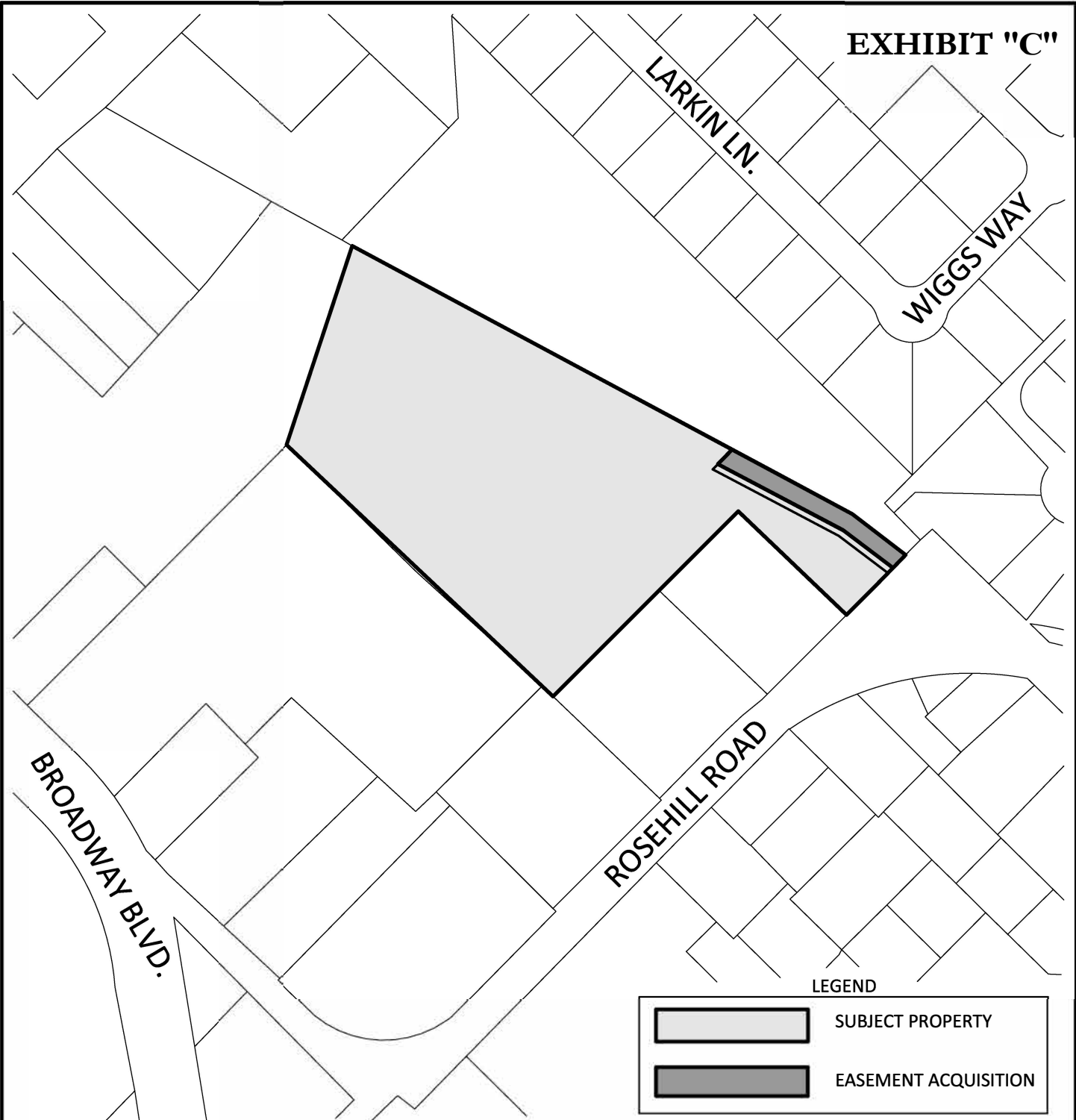


Philip B Wolters

Philip B. Wolters
Registered Professional Land Surveyor,
Texas No. 5894
Date of Survey: February 27, 2026

P:\Garland\Rosehill Road-EST Site\Survey\Easements-Right-of Way\Rosehill-WL Easement Description.doc

EXHIBIT "C"



LEGEND

| | |
|--|----------------------|
| | SUBJECT PROPERTY |
| | EASEMENT ACQUISITION |

| | |
|--|----------------|
| CITY OF GARLAND | |
| 25' WIDE PERMANENT CITY WATER LINE & 10' WIDE TEMPORARY CONSTRUCTION EASEMENT | |
| BEARING BASIS: TEXAS COORDINATE SYSTEM 1983 (NAD83), NORTH CENTRAL ZONE | |
| OWNER: LT2G, LLC | |
| RECORDING: INST. No. 202300223172, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (OPRDCT) | |
| LEGAL: TRACTS A, B & C, JOHN LITTLE SURVEY, ABSTRACT No. 761, PAGE 375 | |
| 25' WATER LINE EASEMENT AREA: 7,113.667 S.F./ 0.163 AC. | DRAWING: JM |
| 10' WIDE TEMPORARY CONSTRUCTION EASEMENT AREA: 2,847.505 S.F./ 0.065 AC. | |
| NEEL-SCHAFFER INC. 2501 AVENUE J, SUITE 120 ARLINGTON, TEXAS 76006 PHONE: 817-548-0696 | |



GARLAND

CITY COUNCIL STAFF REPORT

6

Meeting Date: March 16, 2026

Title: Consideration of Installation of Access Gates at Rick Oden Park

Submitted by: Courtney Vanover, Deputy City Secretary

Strategic Focus Area: Safe Community

Issue / Summary

At the request of Mayor Pro Tem Lucht, staff evaluated the north entrance of Rick Oden Park in response to reports of nuisance behavior occurring during nighttime hours. As part of this evaluation, staff assessed operational, safety, and maintenance considerations associated with limiting after-hours access to the park.

Background

Staff will present a proposed plan that includes the installation of access gates at the north entrance, the addition of bollards to restrict unauthorized vehicle entry, and updated signage to clearly communicate park hours and closure times. In conjunction with these physical improvements, staff is recommending an amendment to the park hours of operation to allow for closure of the gate at Rick Oden Park at 9:00 p.m.

The proposed measures are intended to enhance safety, protect park amenities, and address ongoing concerns related to after-hours activity while maintaining reasonable public access during established operating hours.

Consideration / Recommendation

Approve the installation of access gates, bollards, and updated signage at the north entrance of Rick Oden Park, and allow for closure of the gate at 9:00 p.m.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: March 16, 2026

Title: GDC Amendment ORD 26-02

Submitted by: Elisa Morales, Administrative Services Manager

Strategic Focus Area: Growing Economic Base

Issue / Summary

Staff will provide an overview on a potential GDC Amendment related to cleaning up the plat process, sidewalk waivers, alley waivers, and working plat's applicability.

Background

Following updated state legislature, the City had recently revised its plat process and made it administrative. There are certain waivers that may be attached to a plat application. Since the plat process is administrative, staff found the need to look into those additional elements and solidify a sound process for those.

Consideration / Recommendation

If Council provides direction to move forward, staff will bring back the updated standards for consideration at a later date.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: March 16, 2026

Title: Texas Municipal League (TML) Mid-year Conference Report

Submitted by: Deanna Collins, Executive Assistant

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

Per Article II, Division 1, Section 6(E) of Council policies, Councilmember Moore and Councilmember Dutton will report back to Council on the Texas Municipal League (TML) Mid-year Conference.

Background

Councilmember Moore and Councilmember Dutton will report back to Council on the Texas Municipal League (TML) Mid-year Conference.

Consideration / Recommendation

N/A.

Attachments

None