



# 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 REGULAR MEETING 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](http://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.

### LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is a custom and tradition of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of each Regular Meeting. Members of the audience are invited but not required to participate. The decision to participate is strictly a matter of personal choice. It has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during this meeting.

### MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- Pet of the Month
- Special Recognition for GP&L Employees David Bernard, Mike Burr, Paul Kelly, Jeff McClain, Alonzo Quintanilla, Kevin Richey, Silvia Ruvalcaba, Salman (Sal) Siddiqui and Randy Stewart
- National Library Outreach Week
- National Animal Control Officer Appreciation Week
- National Public Safety Telecommunicator Week

### CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

**1. Approve the minutes of the March 17, 2026 Regular Meeting**

**2. Approve the following bids:**

- a. Purchase of 14 Mowers and Tractors for Parks and Recreation** **Bid No. REQ00001633**

**Kubota Tractor Corporation** **\$508,301.18**

*This request is for the purchase of 14 replacement Kubota Mowers and Tractors.*

- b. Purchase of Three Fire Command Trucks** **Bid No. REQ00001357**

**Sames Laredo Chevrolet** **\$335,336.00**

*This request is for the purchase of two replacement 2026 Chevrolet Silverado 2500 trucks and one 2026 Chevrolet Silverado 1500 truck.*

- c. Purchase of Seven Backhoes, Excavators and Loaders** **Bid No. REQ00001639**

**Caterpillar, Inc.** **\$1,378,731.00**

*This request is for the replacement of 6 Caterpillar excavators, backhoes and one new loader.*

- d. Change Order #1 to PO 34341 for Four Fire Trucks** **Bid No. 0395-23**

**Siddons-Martin Emergency Group** **\$365,131.00**

*This request is for additional funding for four new Pierce Custom Fire Trucks.*

- e. Term Contract for GP&L Substation Disconnect Switches** **Bid No. REQ00001675**

**Pascor Atlantic, Inc.** **\$1,000,000.00**

*This request is to obtain as-needed 138kV and 345kV disconnect switches to be used in GP&L and TMPA Substations.*

- f. GP&L and TMPA ROW Herbicide Maintenance** **Bid No. REQ00001732**

**Chemical Weed Control, Inc.** **\$300,000.00**

*This request is to obtain herbicide maintenance services for GP&L and TMPA transmission rights-of-way.*

- g. GP&L Naaman to Apollo 138kV Transmission Line Materials** **Bid No. REQ00001747**

**Techline, Inc.** **\$966,847.45**

*This request is to obtain transmission line materials for the GP&L Naaman to Apollo 138kV Transmission Line.*

- h. GP&L Olinger Unit 1 Condenser Tubes** **Bid No. REQ00001424**

**Neotiss, Inc.** **\$544,944.68**

*This request is for the purchase of condenser tubes for GP&L Olinger Unit 1 as part of the approved GP&L Olinger Unit 1 CIP project.*

- i. City Enterprise Service Management Replacement** **Bid No. REQ00001801**

**TeamDynamix Solutions, LLC** **\$70,025.24**

*This request is for the purchase of an enterprise service management software solution and associated implementation services to replace the work order and project management solution currently in place.*

- j. GP&L Protection and Control Engineering Services** **Bid No. REQ00001775**

**SynchroGrid, Inc.** **\$1,000,000.00**

*This request is to obtain as-needed protection and control (P&C) engineering services on GP&L and TMPA systems.*

- k. GP&L Keen Creek Substation Disconnect Switches** **Bid No. REQ00001751**

**Pascor Atlantic, Inc.** **\$1,169,806.00**

*This request is for the purchase of air switches to be used in the GP&L Keen Creek Substation.*

- l. Spring Creek Erosion Repairs Phase 2** **Bid No. REQ00001486**

**Iron T Construction, Inc.** **\$438,760.00**

*This request is for Phase 2 construction of repairs to City-maintained gabion retaining walls to protect stream bank stabilization at six more locations along Spring Creek northeast of Jupiter Road and Campbell Road. The remediation of these existing retaining walls includes the removal, disposal, repair, and construction of gabion walls, gabion blankets, and rock riprap.*

- m. **GP&L Newman Substation Disconnect Switches** **Bid No. REQ00001750**

**Pascor Atlantic, Inc.** **\$913,501.60**

*This request is for the purchase of disconnect switches to be used in the GP&L Newman Substation.*

- n. **Contract Award for the 2026 Alley Repair Program - Region 1** **Bid No. REQ00001315**

**R&A Legacy Construction, LLC** **\$3,000,000.00**

*This request is to award a construction contract for repairs to concrete alleys for Region 1 of the Grow Garland Bond Program Year 1 implementation. This is a term contract for one year with no renewals.*

- o. **Contract Award for the 2026 Alley Repair Program - Region 2** **Bid No. REQ00001203**

**R&A Legacy Construction, LLC** **\$2,000,000.00**

*This request is to award a construction contract for repairs to concrete alleys for Region 2 of the Grow Garland Bond Program Year 1 implementation. This is a term contract for one year with no renewals.*

- p. **Contract Award for the 2026 Street Maintenance Program - Region 1** **Bid No. REQ00001206**

**Ratliff Hardscape, Ltd.** **\$2,000,000.00**

*This request is to award a term contract for street maintenance for geographic Region 1 encompassing Year 1 of the Grow Garland Bond Program - Proposition A. This term contract is for one year with no renewal options.*

- q. **Downtown TIF Utility Study** **Bid No. REQ00001805**

**Freese and Nichols, Inc.** **\$564,900.00**

*This request is to obtain a utility study for the Downtown Garland TIF area to evaluate the existing and future capacity of water, wastewater, and stormwater infrastructure in the Downtown Garland TIF area to support anticipated redevelopment per the Downtown Garland Implementation Plan.*

**3. DART Interlocal Agreement**

*Approve an Interlocal Agreement between the City of Garland and DART for General Mobility Program Funds. Council considered this item at the April 6, 2026 Work Session.*

**4. 2026 Homeland Security Grant Program Application Resolution**

*Approve a resolution authorizing the FY2026 Homeland Security Grant Program (HSGP) Urban Area Security Initiative (UASI) application. Council considered this item at the April 6, 2026 Work Session.*

**5. Acquisition of Real Property Located at 3014 S. Shiloh Road**

*Authorize the City Manager to execute a Contract for Sale and Leaseback for the acquisition of 3014 S. Shiloh Road for the Shiloh Road Improvement Project and all documents necessary and incidental to the contemplated transaction. Council considered this item at the April 6, 2026 Work Session.*

**ITEMS FOR INDIVIDUAL CONSIDERATION**

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**6. Hold public hearings on the following Zoning Cases:**

- a. Consider a request by ZoneDev, requesting approval of a change in zoning from Single-Family-7 (SF-7) district to Planned Development (PD) district Neighborhood Services (NS) district (PD-NS) zoning to allow for certain Neighborhood Services district uses and modify certain development standards. The site is located at 820 West Miller Road in District 5.**

*Consider and take appropriate action on the application of ZoneDev, requesting approval of a change in zoning from Single-Family-7 (SF-7) district to Planned Development (PD) district Neighborhood Services (NS) district (PD-NS) zoning to allow for certain Neighborhood Services district uses and modify certain development standards. The site is located at 820 West Miller Road. (District 5) (File Z 26-01)*

**Presenter: Nabila Nur, Planning & Development Director**

- b. Consider a request by TurfMaker, requesting approval of 1) a Specific Use Provision (SUP) to allow an Industrial or Manufacturing, Heavy use and 2) a Concept Plan for the Industrial or Manufacturing, Heavy use. The site is located at 2775 West Kingsley Road on a property zoned Industrial (IN) district in District 5.**

*Consider and take appropriate action on the application of TurfMaker, requesting approval of 1) a Specific Use Provision (SUP) to allow an Industrial or Manufacturing, Heavy use and 2) a Concept Plan for the Industrial or Manufacturing, Heavy use. The site is located at 2775 West Kingsley Road on a property zoned Industrial (IN) district. (District 5) (File Z 26-02)*

**Presenter: Nabila Nur, Planning & Development Director**

- c. Consider a request by Endeavor Real Estate Group, requesting approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is**

located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district in District 7.

*Consider and take appropriate action on the application of Endeavor Real Estate Group, requesting approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district. (District 7) (File Z 26-05)*

**Presenter: Nabila Nur, Planning & Development Director**

## **CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS**

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

### **7. City Manager Appointment to Fill an Unexpired Term for Seat 2**

- **Patricia Anthony - Civil Service Commission**

## **CITIZEN COMMENTS**

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

## **ADJOURN**

All Regular Meetings 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. Wednesdays - 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 CD's are \$1 each and DVD's 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, followed by the word "GARLAND" in white and "STRATEGIC FOCUS AREAS" in large yellow letters on a dark blue background. Below this, ten white hexagonal icons are arranged in two rows of five, each with a corresponding label in white text. The icons represent: a shield with a star and cross (Safe Community), a person with a briefcase (Well-Maintained City Infrastructure), a water drop and lightning bolt (Reliable, Cost-Efficient Utility Services), a classical building (Sound Governance and Finances), a storefront (Vibrant Neighborhoods and Commercial Centers), a family of three (Customer-Focused City Services), a bar chart with a dollar sign (Growing Economic Base), a calendar with an arrow (Future-Focused City Organization), a tree, bicycle, and musical notes (Enhanced Quality of Life through Amenities, Arts and Events), and a modern building (Commercially Thriving Downtown).

**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

1

**Meeting Date:** April 7, 2026  
**Title:** Approve the minutes of the March 17, 2026 Regular Meeting  
**Submitted by:** Jennifer Stubbs, City Secretary  
**Strategic Focus Area:** Future-Focused City Organization

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### Issue / Summary

Consider approval of the March 17, 2026 Regular Meeting Minutes.

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### Background

N/A

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### Consideration / Recommendation

Approve the March 17, 2026 Regular Meeting Minutes as presented.

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### Attachments

A. March 17, 2026 Regular Meeting Minutes



# GARLAND

## MINUTES

The City Council of the City of Garland convened in regular session at 7:00 PM on March 17, 2026, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Mayor Dylan Hedrick  
Mayor Pro Tem Margaret Lucht  
Deputy Mayor Pro Tem Christopher Ott  
Councilmember Jeff Bass  
Councilmember Kris Beard  
Councilmember Ed Moore  
Councilmember BJ Williams  
Councilmember Carissa Dutton  
Councilmember Joe Thomas Jr.

Staff Present: Mike Betz, City Manager  
Andy Hesser, Assistant City Manager  
Brian England, City Attorney  
Jennifer Stubbs, City Secretary  
Nabila Nur, Planning Director  
Niels Brown, Real Estate Director  
Courtney Vanover, Deputy City Secretary

### **LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE**

It is a custom and tradition of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of each Regular Meeting. Members of the audience are invited but not required to participate. The decision to participate is strictly a matter of personal choice. It has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during this meeting.

Councilmember Thomas Jr. provided the legislative prayer and led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America.

### **MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS**

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- Proclamation Recognizing National Surveyors Week

Mayor Hedrick read the proclamation and presented it to City staff members Glenn Breysacher, Jeff Bourgeois, Chris Freeman, and others in attendance.

- Proclamation Recognizing American Red Cross Month

Mayor Hedrick read the proclamation and presented it to Joe Urby with the American Red Cross, as well as others in attendance.

## CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

Councilmember Thomas Jr. made a motion to approve the consent agenda as presented. Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

**1. Approve the minutes of the March 3, 2026 Regular Meeting**

**2. Approve the following bids:**

**a. 2.5MG Elevated Water Tank Rehabilitation Phase 2** **Bid No. REQ00000389**

**Dallas Harmony Construction, LLC.** **\$409,524.59**

*This request is to reinforce the flooring subgrade with helical piers for the Commerce Street 2.5 MG Elevated Storage Tank. An owner's contingency is included for any additional work that may be required.*

**b. Firewheel Golf Cart Replacement** **Bid No. REQ00001542**

**Textron E-Z-GO, LLC.** **\$1,192,800.00**

*This request is for the purchase of replacement golf carts for the City's aging fleet. Replacing the fleet will improve customer service, operational efficiency, and reliability.*

**c. Construction Contract Award for the 2026 Sidewalk Repair Program** **Bid No. REQ00001038**

**R & A Legacy Construction, LLC.** **\$700,000.00**

*This request is to award a construction contract for sidewalk repairs in connection with the City of Garland's Sidewalk Participation Program. This is a term contract for one year with up to two annual renewal options.*

**d. 2026 Annual Concrete Contract** **Bid No. REQ00000999**

**Cam-Crete Contracting, Inc.** **\$3,000,000.00**

*This request is to provide replacement or repair of concrete paving and structures throughout the City on an as-needed basis. The contract is utilized by various City Departments for small and minor repair/replacement projects. This approval is for a term agreement with four*

optional renewals.

- e. **GP&L Mesa View Point of Interconnection Electrical Equipment**

**Bid No. REQ00001664**

**Techline, Inc.**

**\$656,921.93**

*This request is to purchase electrical equipment needed for the GP&L Mesa View Station Point of Interconnection.*

- f. **GP&L Oates Substation Electrical Equipment**

**Bid No. REQ00001668**

**Techline, Inc.**

**\$317,000.00**

*This request is to purchase electrical equipment for the GP&L Oates Substation.*

3. **A public hearing was previously conducted for the zoning cases below. Council approved the zoning requests and instructed staff to bring forth the following ordinances:**

- a. **Z 25-39 Lala Guseynova (District 4)**

*Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for a Day Care Center, Adult use and (2) a Concept Plan for a Day Care Center, Adult use, on a property zoned Single Family (SF-7) District on a 0.55-acre tract of land located at 705 East Oates Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.*

- b. **Z 25-43 Watermill Express (District 8)**

*Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for a Kiosk, Self-Service: Retail (ice, water, etc.) use and 2) a Concept Plan for a Kiosk, Self-Service: Retail (ice, water, etc.) use on a 6.609-acre tract of land addressed as 568 N. Shiloh Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.*

- c. **Z 25-45 Spiars Engineering (District 8)**

*Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a change in zoning from Industrial (IN) District to a Planned Development (PD), with a base zoning of Multifamily (MF) District (PD-MF) to convert and expand an existing building into a dwelling, multifamily use and (2) a Concept Plan for a dwelling, multi-family use, on a 1.817-acre tract of land located at 2301 Forest Lane; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.*

4. **FY 2025-26 Annual Operating Budget Amendment No. 1**

*Approve an ordinance amending the FY 2025-26 Annual Operating Budget to adopt Operating*

*Budget Amendment No. 1 to adjust appropriations for projects approved in last year's budget but not yet completed, rollover of open Purchase Orders from FY 2024-25, and expenditures not anticipated in the FY 2025-26 Adopted Budget. Council considered the proposed Operating Budget Amendment No. 1 at the March 2, 2026 Work Session.*

**5. Grant Disbursement Agreement - Garland Housing Finance Corporation**

*Approve a grant disbursement agreement in partnership with the Garland Housing Finance Corporation (GHFC) to continue the Garland Partnership Program with the City of Garland in the amount of \$450,000 for the continuation of the housing repair program. Council considered this item at the March 16, 2026 Work Session.*

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

*Approve an ordinance repealing Article V. Street Improvements and Assessments of Chapter 31 of the Code of Ordinances. Council considered this item at the March 16, 2026 Work Session.*

**7. Repeal of Article VI. Drainage Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances**

*Approve an ordinance repealing Article VI. Drainage Districts and Drainage Participation Projects of Chapter 31 of the Code of Ordinances. Council considered this item at the March 16, 2026 Work Session.*

**ITEMS FOR INDIVIDUAL CONSIDERATION**

Members of the audience may provide public comment in favor, in opposition or about any of the items for individual consideration. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers) and give it to the City Secretary in advance of the respective agenda item. Speakers are grouped by agenda item and will be called in the order of the agenda. All comments and testimony are to be presented from the podium. The Mayor may impose a time limit and may provide for rebuttal.

**8. Hold public hearings on the following items:**

- a. Consider a request by Maria Ramirez, requesting approval of 1) a Planned Development to allow for a Reception Facility, Large Scale use, 2) a Specific Use Provision (SUP) to allow for a Reception Facility, Large Scale use and 2) a Concept Plan for the Reception Facility, Large Scale use. The site is located at 219 West Kingsley Road (for the PD), Suite 322 (for the SUP) on a property zoned Community Retail (CR) District in District 5.**

*Consider and take appropriate action on the application of Maria Ramirez, requesting approval of 1) a Planned Development to allow for a Reception Facility, Large Scale use, 2) a Specific Use Provision (SUP) to allow for a Reception Facility, Large Scale use and 2) a Concept Plan for the Reception Facility, Large Scale use. The site is located at 219 West Kingsley Road (for the PD), Suite 322 (for the SUP) on a property zoned Community Retail (CR) District. (District 5) (File Z 25-42)*

**Presenter: Nabila Nur, Planning & Development Director**

Ms. Nur provided a presentation on the request, stating that this item was for an SUP and a PD. She stated that staff and the Plan Commission recommended denial. She answered questions of the Council.

Citizens requesting to speak on the item: Donna Baid, Alyson Witt, and Jim Witt.

Mayor Pro Tem Lucht made a motion to deny the request. Councilmember Dutton seconded the motion. All

voted in favor. The motion carried.

**b. GDC Amendment ORD 26-01**

*Council is requested to consider adopting updates to the City's Specific Use Provision (SUP) Time Period Guide. Council considered this item at the December 15, 2025 Work Session.*

**Presenter: Nabila Nur, Planning & Development Director**

Ms. Nur stated there was no additional information to share and that staff had previously presented on this item.

Mayor Hedrick opened the public hearing. There was no one present wishing to speak on the item. Mayor Hedrick closed the public hearing.

Councilmember Thomas Jr. made a motion to approve the item as presented. Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

**c. MSD 25-01 Arrow Fabricated Tubing**

*Council is requested to consider an ordinance of the City of Garland prohibiting the use of designated groundwater from beneath 1010 E. Walnut Street, City of Garland, Dallas County, Texas, as potable water; establishing a Municipal Setting Designation pursuant to Chapter 361, subchapter of the Texas Health and Safety Code; providing findings of fact; providing for notice and recordation; providing for severability; and providing an effective date. Council considered this item at the March 3, 2026 Regular Meeting.*

**Presenter: Nabila Nur, Planning & Development Director**

Mayor Hedrick announced that there was no presentation on this item.

Mayor Hedrick opened the public hearing.

Applicant present wishing to speak on the item: Josh Hopper.

Mr. England clarified that the purpose of the MSD is not to resolve contamination, but to allow for development of the property while protecting the public from groundwater drilling. Mr. Hopper answered questions from the Council. Mr. England provided clarification on the process through TCEQ.

Mayor Hedrick closed the public hearing.

Councilmember Dutton made a motion to approve the item as presented. Councilmember Bass seconded the motion. The vote was: Councilmember Dutton, yes; Councilmember Thomas Jr., yes; Deputy Mayor Pro Tem Ott, yes; Mayor Hedrick, yes; Councilmember Bass, yes; Councilmember Beard, yes; Councilmember Moore, yes; Councilmember Williams, no; and Mayor Pro Tem Lucht, yes. The motion carried.

**9. East Zone Water Tower Project - Eminent Domain Authorization**

*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. Council considered this item at the March 16, 2026 Work Session.*

**Presenter: Niels Brown, Real Estate Director**

Mr. Brown provided a presentation on this item, stating that it was for an elevated water storage project in District 3 and that funding was set aside for the project in 2024. He stated that the site was adjacent to a substation and requires acquisition of property for the tower, waterline easement, and temporary access. Staff requested approval to proceed with acquisition, if necessary, through eminent domain.

Councilmember Moore made a motion to approve that the City of Garland approve a resolution authorizing

staff to negotiate with the property owner and, if necessary, after having made the offers and following the procedures required by law, use the power of eminent domain to acquire, in fee simple, a tract of land consisting of approximately 3.086 acres, a permanent waterline easement consisting of approximately 0.163 acres, and a temporary construction and access easement consisting of approximately 0.65 acres, all generally located at 4311 Rose Hill Road, 4360 Rose Hill Road, and 4324 Rose Hill Road, Garland, Texas, for the construction, operation, and maintenance of the East Zone Water Tower Capital Improvement Project, a valid public use providing water services to the public. Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

#### **CITIZEN COMMENTS**

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

There was no one who wished to speak under citizen comments.

#### **ADJOURN**

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Mayor Hedrick adjourned the meeting at 7:56 p.m.

#### **Submitted By:**

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**Dylan Hedrick, Mayor**

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**Jennifer Stubbs, City Secretary**



# GARLAND

## PURCHASING REPORT

2.a

**Meeting Date:** April 7, 2026

**Title:** Purchase of 14 Mowers and Tractors for Parks and Recreation

**Submitted by:** Johnny Burkett, Fleet Procurement & Project Coordinator

**Bid Number:** REQ00001633

**Strategic Focus Area:** Well-Maintained City Infrastructure  
Vibrant Neighborhoods and Commercial Centers  
Customer-Focused City Services

### Purchase Justification

This request is for the purchase of eight Kubota Zero Turn mowers and four Kubota Tractors with buckets, one Kubota Tractor without bucket and one Kubota Skid Steer Loader.

### Evaluation

The tractors are available from Kubota Tractor Corporation through the BuyBoard Cooperative Purchasing Contracts GM 706-23 and CE 788-25. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Kubota Tractor Corporation	REQ00001633	All	\$508,301.18	Cooperative Purchase	REQ00001633

### Fiscal Impact

Funding is available in the Parks and Recreational Equipment CIP project for the equipment, in the amount of \$508,301, which is within the approved budget of \$530,000 and will leave a remaining balance of \$21,699.

### Attachments

None

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 83

### Routing

KC Tidwell, Service Writer	Created/Initiated - 2/27/2026
Julian Boring, Fleet Services Director	Approved - 3/5/2026
Gary Holcomb, Procurement & Material Management Director	Approved - 3/9/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 3/9/2026
Phillip Urrutia, Assistant City Manager	Approved - 3/9/2026





# GARLAND

## PURCHASING REPORT

2.b

**Meeting Date:** April 7, 2026

**Title:** Purchase of Three Fire Command Trucks

**Submitted by:** Johnny Burkett, Fleet Procurement & Project Coordinator

**Bid Number:** REQ00001357

**Strategic Focus Area:** Sound Governance and Finances  
Customer-Focused City Services  
Safe Community

### Purchase Justification

This request is for the purchase of two replacement 2026 Chevrolet Silverado 2500 trucks and one 2026 Chevrolet Silverado 1500 truck for Fire.

### Evaluation

The trucks are available from Sames Laredo Chevrolet through the TIPS Cooperative Purchasing Contract 240901. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Sames Laredo Chevrolet	REQ00001357	All	\$335,336.00	Cooperative Purchase	REQ00001357

### Fiscal Impact

Sufficient funding is not currently appropriated in the Equipment Replacement Fund for the replacement Silverado in the amount of \$335,336, which exceeds the approved budget of \$458,692 and will leave a shortfall of \$140,051. The budget shortfall is the result of higher than anticipated equipment prices. Additional funding will be requested for appropriation from ERF Fund Balance Reserves in the FY 2025-26 Revised Budget to cover the budget shortfall.

### Attachments

None

Budget Type: Operating  
 Fiscal Year: 2025-26  
 Document Location: Page 279

### Routing

Julian Boring, Fleet Services Director  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Phillip Urrutia, Assistant City Manager

Created/Initiated - 2/27/2026  
 Approved - 2/27/2026  
 Approved - 3/5/2026  
 Approved - 3/25/2026





# GARLAND

## PURCHASING REPORT

2.c

**Meeting Date:** April 7, 2026

**Title:** Purchase of Seven Backhoes, Excavators and Loaders

**Submitted by:** Johnny Burkett, Fleet Procurement & Project Coordinator

**Bid Number:** REQ00001639

**Strategic Focus Area:** Safe Community  
Well-Maintained City Infrastructure  
Reliable / Cost-Efficient Utility Services  
Customer-Focused City Services

### Purchase Justification

This request is for the purchase of one new Caterpillar loader, the replacement of 5 excavators and backhoes for the Water Department, and one replacement excavator for the Landfill Department.

### Evaluation

The equipment is available from Caterpillar, Inc. through the Sourcewell Cooperative Purchasing Contract 011723. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Caterpillar, Inc.	REQ00001639	All	\$1,378,731.00	Cooperative Purchase	REQ00001639

### Fiscal Impact

Funding is available in the Equipment Replacement Fund, in the amount of \$603,138.00, which is within the approved budget of \$3,982,178.00 and will leave a remaining balance of \$3,379,040.00.

Funding is available in the Wastewater Utility Fund, in the amount of \$172,194.00, which is within the approved budget of \$7,502,108.00 and will leave a remaining balance of \$7,329,914.00.

Funding is available in the Replacement of Landfill Equipment CIP program, in the amount of \$603,399.00, which is within the approved budget of \$1,632,000.00 and will leave a remaining balance of \$1,028,601.00.

### Attachments

None

**Budget Type:** Operating Budget; Capital Improvement Program

**Fiscal Year:** 2025-26; 2026 CIP

**Document Location:** Page 250 & 279 & 379; CIP - Page 216

### Routing

KC Tidwell, Service Writer  
Julian Boring, Fleet Services Director

Created/Initiated - 3/12/2026  
Approved - 3/12/2026

Gary Holcomb, Procurement & Material Management Director  
Allyson Bell Steadman, Chief Financial Officer  
Phillip Urrutia, Assistant City Manager  
Jennifer Stubbs, City Secretary

Approved - 3/16/2026  
Approved - 3/17/2026  
Approved - 3/19/2026  
Final Approval - 3/20/2026



# GARLAND

## PURCHASING REPORT

2.d

**Meeting Date:** April 7, 2026

**Title:** Change Order #1 to PO 34341 for Four Fire Trucks

**Submitted by:** Johnny Burkett, Fleet Procurement & Project Coordinator

**Bid Number:** 0395-23

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

### Purchase Justification

This request is for additional funding for four new Pierce Custom Fire Trucks.

### Evaluation

Siddons-Martin Emergency Group was awarded the original PO 34341 in the amount of \$5,004,137.00 at the February 27, 2023 Regular Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Siddons-Martin Emergency Group	0395-23	All	\$365,131.00	Cooperative Purchase	0395-23

### Fiscal Impact

Funding is available in the Replace Fire Apparatus CIP Program, in the amount of \$365,131, which is within the approved budget of \$10,934,910 and will leave a remaining balance of \$2,052,770.

### Attachments

None

**Budget Type:** CIP  
**Fiscal Year:** 2026  
**Document Location:** Page 146

### Routing

KC Tidwell, Service Writer	Created/Initiated - 3/6/2026
Julian Boring, Fleet Services Director	Approved - 3/6/2026
Gary Holcomb, Procurement & Material Management Director	Approved - 3/9/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 3/30/2026
Phillip Urrutia, Assistant City Manager	Approved - 3/30/2026





# GARLAND

## PURCHASING REPORT

2.e

**Meeting Date:** April 7, 2026

**Title:** Term Contract for GP&L Substation Disconnect Switches

**Submitted by:** Chuck Chapman, Director of Transmission Services

**Bid Number:** REQ00001675

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

### Purchase Justification

This request is to obtain as-needed 138kV and 345kV disconnect switches to be used in GP&L and TMPA Substations. This will be a term contract with four optional renewals.

### Evaluation

Pascor Atlantic, Inc. is the manufacturer and Sole Source provider of the specified disconnect switches and associated hardware. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Pascor Atlantic, Inc.	REQ00001675	All	\$1,000,000.00	Sole Source	REQ00001675

### Fiscal Impact

Term contract sets price but does not commit funds. Expenses will be charged to GP&L and TMPA Substation Operating and CIP accounts as incurred.

### Attachments

None

**Budget Type:** CIP and Operating  
**Fiscal Year:** 2025-26  
**Document Location:** CIP - Page 310, Operating - Page 227

### Routing

Perla Cruz, Management Services Coordinator  
Lauri Vornberg, Electric Budget & Procurement Analyst  
Gary Holcomb, Procurement & Material Management Director  
Allyson Bell Steadman, Chief Financial Officer  
Jennifer Stubbs, City Secretary

Created/Initiated - 3/12/2026  
Approved - 3/12/2026  
Approved - 3/12/2026  
Approved - 3/30/2026  
Final Approval - 3/31/2026



# GARLAND

## PURCHASING REPORT

2.f

**Meeting Date:** April 7, 2026

**Title:** GP&L and TMPA ROW Herbicide Maintenance

**Submitted by:** Chuck Chapman, Director of Transmission Services

**Bid Number:** REQ00001732

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

### Purchase Justification

This request is to obtain herbicide maintenance services for GP&L and TMPA transmission rights-of-way. TMPA expenses associated with this contract will be reimbursed at 100%.

### Evaluation

The herbicide maintenance is available from Chemical Weed Control, Inc. through the Lower Colorado River Authority (LCRA) Cooperative Purchasing Contract. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Chemical Weed Control, Inc.	REQ00001732	All	\$300,000.00	Cooperative Purchase	REQ00001732

### Fiscal Impact

Term contract sets price but does not commit funds. Expenses will be charged to GP&L and TMPA Transmission Operating and CIP accounts as incurred.

### Attachments

None

**Budget Type:** CIP and Operating  
**Fiscal Year:** 2025-26  
**Document Location:** CIP - Page 304, Operating - Page 227

### Routing

Perla Cruz, Management Services Coordinator  
 Lauri Vornberg, Electric Budget & Procurement Analyst  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Jennifer Stubbs, City Secretary

Created/Initiated - 3/16/2026  
 Approved - 3/16/2026  
 Approved - 3/16/2026  
 Approved - 3/30/2026  
 Final Approval - 3/31/2026





# GARLAND

## PURCHASING REPORT

2.g

**Meeting Date:** April 7, 2026

**Title:** GP&L Naaman to Apollo 138kV Transmission Line Materials

**Submitted by:** Chuck Chapman, Director of Transmission Services

**Bid Number:** REQ00001747

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

### Purchase Justification

This request is to obtain transmission line materials for the GP&L Naaman to Apollo 138kV Transmission Line. This is part of the approved GP&L Naaman to Apollo 138kV Transmission Line Rebuild CIP project. An Owner's contingency has been included for any additional materials needed.

### Evaluation

The transmission line materials are available from Techline, Inc. through the Lower Colorado River Authority (LCRA) Cooperative Purchasing Contract. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	REQ00001747	All	\$966,847.45	Cooperative Purchase	REQ00001747

### Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the materials in the amount of \$966,847.45, which is within the approved budget of \$8,695,000.00 and will leave a remaining balance of \$3,304,093.90.

### Attachments

None

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: CIP Page 310

### Routing

Perla Cruz, Management Services Coordinator  
 Lauri Vornberg, Electric Budget & Procurement Analyst  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Jennifer Stubbs, City Secretary

Created/Initiated - 3/16/2026  
 Approved - 3/17/2026  
 Approved - 3/18/2026  
 Approved - 3/30/2026  
 Final Approval - 3/31/2026



# GARLAND

## PURCHASING REPORT

2.h

**Meeting Date:** April 7, 2026

**Title:** GP&L Olinger Unit 1 Condenser Tubes

**Submitted by:** David Bernard, Administrator

**Bid Number:** REQ00001424

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

### Purchase Justification

This request is for the purchase of condenser tubes for GP&L Olinger Unit 1 as part of the approved GP&L Olinger Unit 1 CIP project. A 10% owner's contingency has been added for any unforeseen materials needed.

### Evaluation

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received and evaluated based on the published criteria. Neotiss, Inc. received the highest evaluated score, offering the Best Value for the City.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Neotiss, Inc.	REQ00001424	All	\$544,944.68	Best Value	REQ00001424

### Fiscal Impact

Funding is available in the GP&L Production CIP Program for the condensers in the amount of \$544,944.68, which is within the approved budget of \$2,344,955.00 and will leave a remaining balance of \$1,229,053.00.

### Attachments

A. Bid Recap

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 308

### Routing

Lauri Vornberg, Electric Budget & Procurement Analyst  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Jennifer Stubbs, City Secretary

Created/Initiated - 3/16/2026  
 Approved - 3/16/2026  
 Approved - 3/17/2026  
 Final Approval - 3/20/2026

**CITY OF GARLAND - BID RECAP SHEET**

OPENED: February 17, 2026  
 REQ. NO. REQ00001424  
 BID NO. REQ00001424  
 PAGE: 1 of 1  
 BUYER: Sheldon Slover

Neotiss, Inc

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Price for Evaluation		\$495,404.25						
			Evaluation Criteria								
			Price	Maximum = 50	50.00						
			Compliance to Specification	Maximum = 30	28.33						
			Lead Time	Maximum = 20	19.33						
			Total Score	Maximum = 100	97.66						
TOTAL GROSS PRICE					\$495,404.25						
CASH DISCOUNT											
TOTAL NET PRICE					\$495,404.25						
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

**NEXT LOW:**  
**LOW:** \_\_\_\_\_  
**SAVINGS:**

424 # IonWave Notifications  
 5 # IonWave HUBS  
 0 # Direct Contact HUBS  
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



# GARLAND

## PURCHASING REPORT

2.i

**Meeting Date:** April 7, 2026

**Title:** City Enterprise Service Management Replacement

**Submitted by:** Alicia Byrd, Accounting Representative II

**Bid Number:** REQ00001801

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

### Purchase Justification

This request is for the purchase of an enterprise service management software solution and associated implementation services to replace the work order and project management solution currently in place. The existing solutions no longer adequately support operational needs and are impacting efficiency and quality of internal service delivery. This approval is for the remaining current fiscal year and an additional 60-month term with annual renewals for a total contract amount of \$906,214.13, effective until the City determines TeamDynamix will no longer serve as the enterprise management software platform or until TeamDynamix no longer holds the Omnia contract for this product.

The new enterprise service management solution will modernize both workflow and project capabilities to provide departments with a more scalable solution. Implementation of this system will improve visibility into operational performance, project status, and resource utilization, while streamlining internal processes and enhancing the experience for Team Garland, resulting in more efficient and responsive City operations.

### Evaluation

The enterprise service management software and support are available from TeamDynamix Solutions, LLC through the Omnia Cooperative Purchasing Contract RFP 25-S940 Agreement Number 159701. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
TeamDynamix Solutions, LLC	REQ00001801	City Enterprise Service Management Replacement	\$70,025.24	Cooperative Purchase	REQ00001801

### Fiscal Impact

Funding is available in the Information Technology Fund for Year 1 of the TeamDynamix Licenses and Professional Services contract, in the amount of \$70,025.24 which is within the approved budget of \$29,211,035 and will leave a remaining balance of \$12,937,560.

### Attachments

None

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Budget Type: Operating Budget  
Fiscal Year: 2025-26  
Document Location: Page 313

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**Routing**

Alicia Byrd, Accounting Representative II	Created/Initiated - 3/17/2026
Jason Oliver, Sr. Project Manager	Approved - 3/17/2026
Justin Fair,	Approved - 3/18/2026
Gary Holcomb, Procurement & Material Management Director	Approved - 3/20/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 3/30/2026
Jennifer Stubbs, City Secretary	Final Approval - 3/31/2026



# GARLAND

## PURCHASING REPORT

2.j

**Meeting Date:** April 7, 2026

**Title:** GP&L Protection and Control Engineering Services

**Submitted by:** Chuck Chapman, Director of Transmission Services

**Bid Number:** REQ00001775

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

### Purchase Justification

This request is to obtain as-needed protection and control (P&C) engineering services on GP&L and TMPA systems. This will be a term contract with one optional renewal. Expenses associated with TMPA will be reimbursed at 100%.

### Evaluation

SynchroGrid, Inc. was selected as the Most Qualified firm for this project from RFQ 0832-24. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
SynchroGrid, Inc.	REQ00001775	All	\$1,000,000.00	Most Qualified	REQ00001775

### Fiscal Impact

Term contract sets price but does not commit funds. Expenses will be charged to GP&L and TMPA substation CIP accounts as incurred.

### Attachments

None

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: 310

### Routing

Lauri Vornberg, Electric Budget & Procurement Analyst  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Jennifer Stubbs, City Secretary

Created/Initiated - 3/16/2026  
 Approved - 3/16/2026  
 Approved - 3/17/2026  
 Final Approval - 3/20/2026



# GARLAND

## PURCHASING REPORT

2.k

**Meeting Date:** April 7, 2026

**Title:** GP&L Keen Creek Substation Disconnect Switches

**Submitted by:** Chuck Chapman, Director of Transmission Services

**Bid Number:** REQ00001751

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

### Purchase Justification

This request is for the purchase of air switches to be used in the GP&L Keen Creek Substation as part of the approved GP&L Keen Creek Substation CIP project. A 10% contingency has been included for any additional material items needed.

### Evaluation

Pastor Atlantic, Inc. is the manufacturer and Sole Source provider of the specified disconnect switches and associated hardware. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Pascor Atlantic, Inc.	REQ00001751	All	\$1,169,806.00	Sole Source	REQ00001751

### Fiscal Impact

Funding is available in the GP&L Substation CIP Program for the materials in the amount of \$1,169,806, which is within the approved budget of \$5,100,000 and will leave a remaining balance of \$3,914,354.

### Attachments

None

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 310

### Routing

Perla Cruz, Management Services Coordinator  
 Lauri Vornberg, Electric Budget & Procurement Analyst  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Jennifer Stubbs, City Secretary

Created/Initiated - 3/17/2026  
 Approved - 3/18/2026  
 Approved - 3/18/2026  
 Approved - 3/30/2026  
 Final Approval - 3/31/2026



# GARLAND

## PURCHASING REPORT

2.1

**Meeting Date:** April 7, 2026

**Title:** Spring Creek Erosion Repairs Phase 2

**Submitted by:** Tamera Wilson, Department Coordinator I

**Bid Number:** REQ00001486

**Strategic Focus Area:** Well-Maintained City Infrastructure  
Sound Governance and Finances

### Purchase Justification

This request is for Phase 2 construction of repairs to City-maintained gabion retaining walls to protect stream bank stabilization at six more locations along Spring Creek northeast of Jupiter Road and Campbell Road. The remediation of these existing retaining walls includes the removal, disposal, repair, and construction of gabion walls, gabion blankets, and rock riprap.

### Evaluation

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated. Iron T Construction, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Iron T Construction, Inc.	REQ00001486	All	\$438,760.00	Lowest Responsible Bid	REQ00001486

### Fiscal Impact

Funding is available in the Drainage Maintenance Program CIP project for the construction award in the amount of \$438,760, which is within the approved budget of \$11,106,000 and will leave a remaining balance of \$5,093,311.

### Attachments

- A. Bid Recap
- B. Location Map

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 132

### Routing

Tamera Wilson, Department Coordinator I  
 Michael Polocek, Engineering Director  
 Gary Holcomb, Procurement & Material Management Director

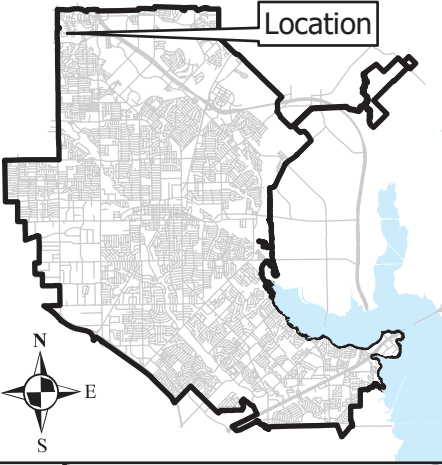
Created/Initiated - 3/20/2026  
 Approved - 3/20/2026  
 Approved - 3/20/2026

Allyson Bell Steadman, Chief Financial Officer  
Crystal Owens, Assistant City Manager  
Jennifer Stubbs, City Secretary





Approved - 3/26/2026  
Approved - 3/31/2026  
Final Approval - 3/31/2026



Location



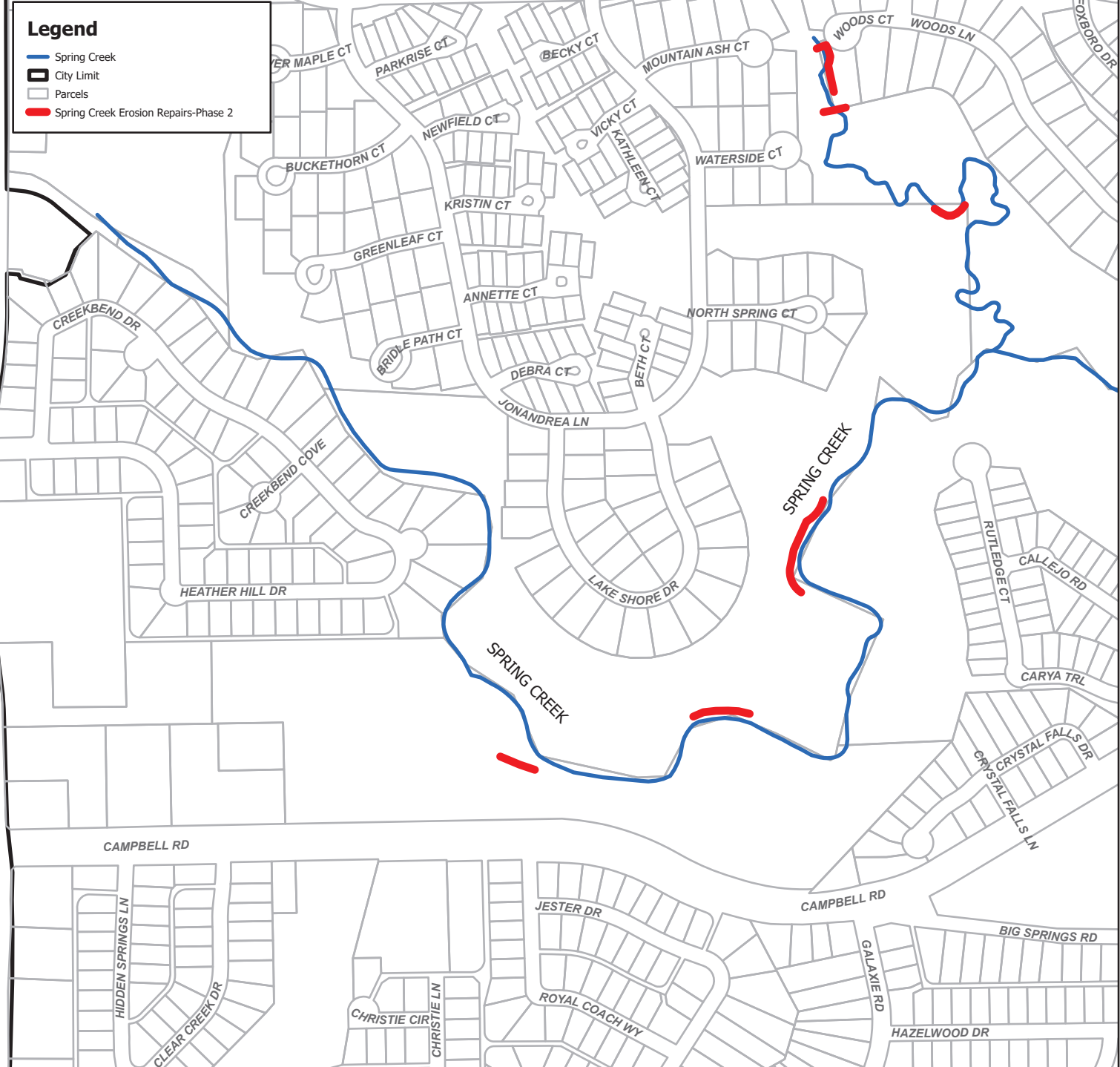
**Legend**

-  Spring Creek
-  City Limit
-  Parcels
-  Spring Creek Erosion Repairs-Phase 2

GARLAND CITY LIMIT

JUPITER RD

CLIFFE



**SPRING CREEK EROSION REPAIRS - PHASE 2**

Scale: NTS  
 Date: 3/17/2026  
 Drawn: OS  
 File: Spring Creek Gabions



# GARLAND

## PURCHASING REPORT

2.m

**Meeting Date:** April 7, 2026

**Title:** GP&L Newman Substation Disconnect Switches

**Submitted by:** Chuck Chapman, Director of Transmission Services

**Bid Number:** REQ00001750

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

### Purchase Justification

This request is for the purchase of disconnect switches to be used in the GP&L Newman Substation as part of the approved GP&L Newman Substation Expansion CIP project. A 10% contingency has been included for any additional material items needed.

### Evaluation

Pastor Atlantic, Inc. is the manufacturer and Sole Source provider of the specified disconnect switches and associated hardware. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Pascor Atlantic, Inc.	REQ00001750	All	\$913,501.60	Sole Source	REQ00001750

### Fiscal Impact

Funding is available in the GP&L Substation CIP Program for the materials in the amount of \$913,502, which is within the approved budget of \$8,100,000 and will leave a remaining balance of \$4,755,752.

### Attachments

None

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 310

### Routing

Perla Cruz, Management Services Coordinator  
 Lauri Vornberg, Electric Budget & Procurement Analyst  
 Gary Holcomb, Procurement & Material Management Director  
 Allyson Bell Steadman, Chief Financial Officer  
 Jennifer Stubbs, City Secretary

Created/Initiated - 3/19/2026  
 Approved - 3/19/2026  
 Approved - 3/20/2026  
 Approved - 3/30/2026  
 Final Approval - 3/31/2026



# GARLAND

## PURCHASING REPORT

2.n

**Meeting Date:** April 7, 2026

**Title:** Contract Award for the 2026 Alley Repair Program - Region 1

**Submitted by:** Tony Irvin, Streets Director

**Bid Number:** REQ00001315

**Strategic Focus Area:** Well-Maintained City Infrastructure  
Vibrant Neighborhoods and Commercial Centers

### Purchase Justification

This request is to award a contract for construction services to R&A Legacy Construction, LLC in the amount of \$3,000,000 for the repair of concrete alleys in connection with the Grow Garland Bond Program. On February 3, 2026, Council approved the 2026 Capital Improvement Plan, which included a slate of alley repair projects for Year 1 of the Bond Program. The City's geographic area has been divided into two regions comprising the Year 1 alley repair (rehabilitation) projects. This contract awards the Region 1 geographic area identified in the attached exhibit. This is a term contract for one-year, with no renewal options. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Annual expenditures align with budgeted funds but will not exceed the contract amount.

### Evaluation

A request for bids was issued in accordance with the Purchasing procedures. Thirteen (13) bids were received and evaluated. R&A Legacy Construction, LLC is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
R&A Legacy Construction, LLC	REQ00001315	All	\$3,000,000.00	Lowest Responsible Bid	REQ00001315

### Fiscal Impact

A term contract sets price but does not commit funds. Expenditures will be charged to the Alley Rehabilitation CIP program as incurred.

### Attachments

- A. Bid Recap
- B. Exhibit-Alley Repair Region 1

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 117

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**Routing**

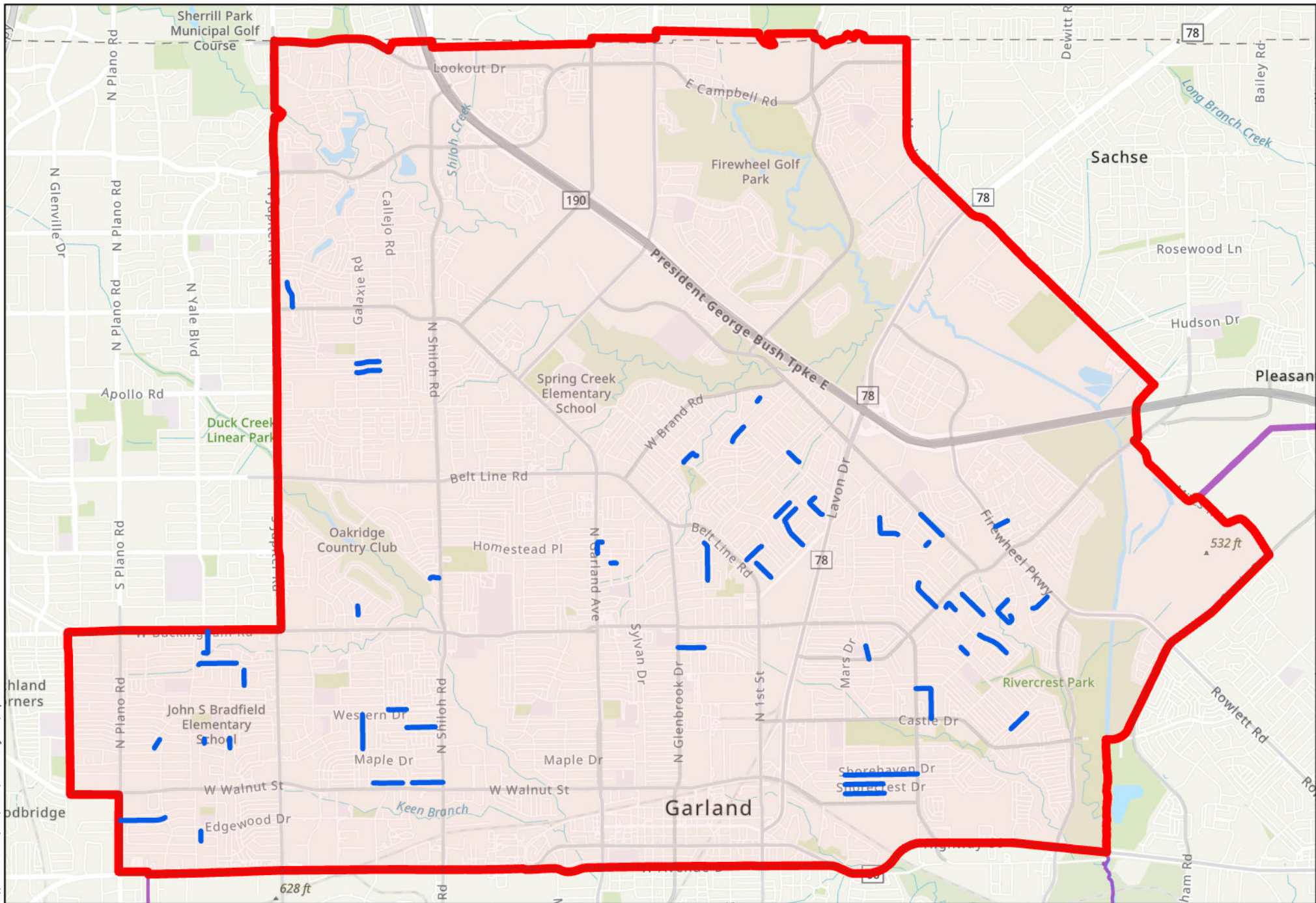
Tony Irvin, Streets Director  
Tony Irvin, Streets Director  
Gary Holcomb, Procurement & Material Management Director  
Allyson Bell Steadman, Chief Financial Officer  
Crystal Owens, Assistant City Manager  
Jennifer Stubbs, City Secretary

Created/Initiated - 3/20/2026  
Approved - 3/20/2026  
Approved - 3/24/2026  
Approved - 3/26/2026  
Approved - 3/31/2026  
Final Approval - 3/31/2026

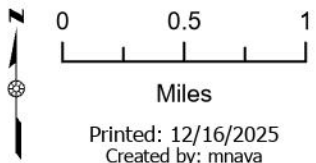








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## 2026 Alley Repair Term Concrete Contract - Reg - 2

 Alley Repair

Garland  
Bond  
Program



GARLAND

STREET



# GARLAND

## PURCHASING REPORT

2.0

**Meeting Date:** April 7, 2026

**Title:** Contract Award for the 2026 Alley Repair Program - Region 2

**Submitted by:** Tony Irvin, Streets Director

**Bid Number:** REQ00001203

**Strategic Focus Area:** Well-Maintained City Infrastructure  
Vibrant Neighborhoods and Commercial Centers

### Purchase Justification

This request is to award a contract for construction services to R&A Legacy Construction, LLC in the amount of \$2,000,000 for the repair of concrete alleys in connection with the Grow Garland Bond Program. On February 3, 2026, Council approved the 2026 Capital Improvement Plan, which included a slate of alley repair projects for the first year of Bond Program implementation (Proposition A). The City's geographic area has been divided into two regions comprising the Year 1 alley repair (rehabilitation) projects. This contract awards the Region 2 geographic area identified in the attached exhibit. This is a term contract for one-year, with no renewal options. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Annual expenditures align with budgeted funds but will not exceed the contract amount.

### Evaluation

A request for bids was issued in accordance with Purchasing procedures. Ten (10) bids were received and evaluated. R&A Legacy Construction, LLC is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
R&A Legacy Construction, LLC	REQ00001203	All	\$2,000,000.00	Lowest Responsible Bid	REQ00001203

### Fiscal Impact

A term contract sets price but does not commit funds. Expenditures will be charged to the Alley Rehabilitation CIP Program as incurred.

### Attachments

- A. Bid Recap
- B. Exhibit - Alley Repair Region 2

Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: Page 117

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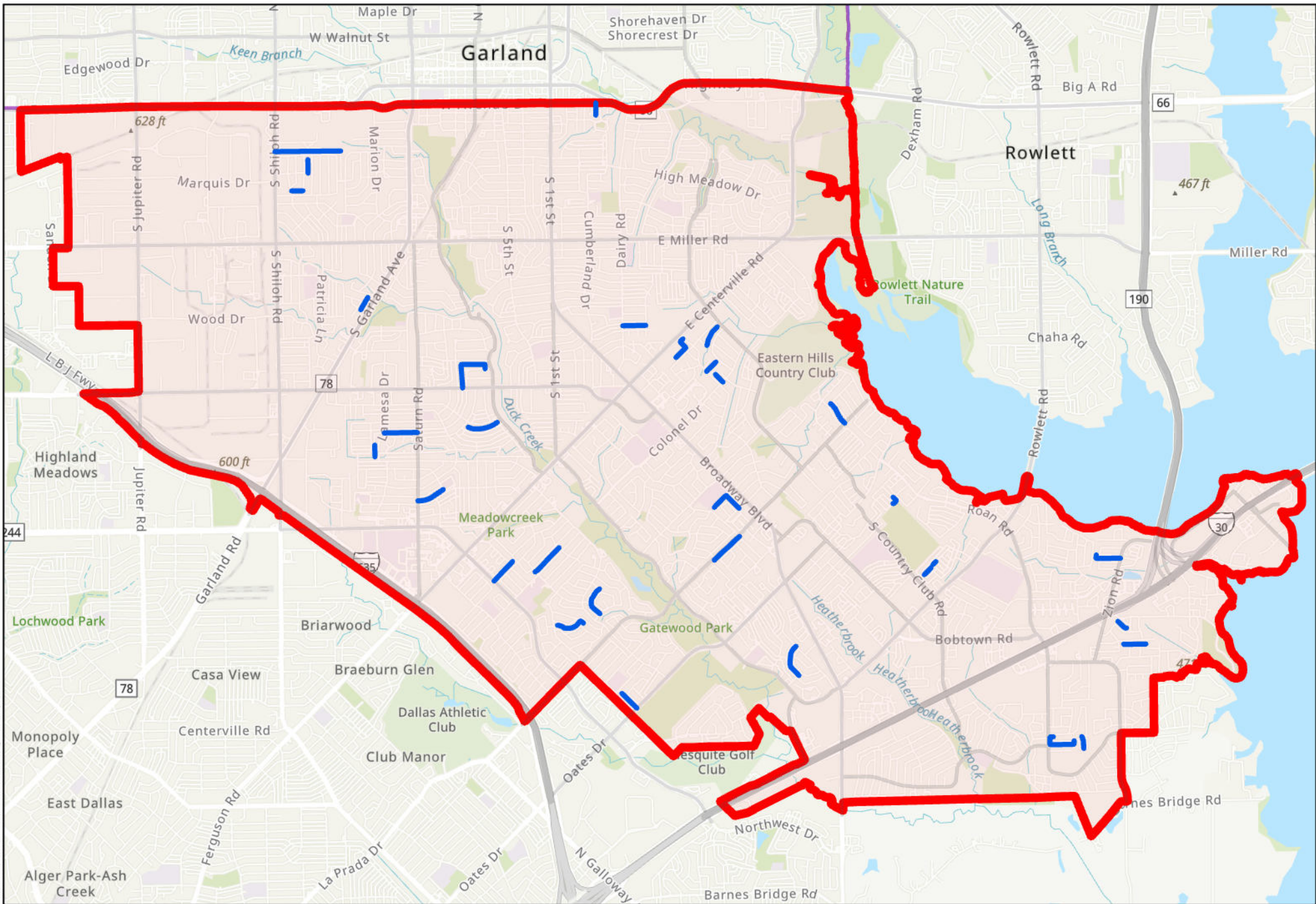
### Routing

Tony Irvin, Streets Director  
Tony Irvin, Streets Director  
Gary Holcomb, Procurement & Material Management Director  
Allyson Bell Steadman, Chief Financial Officer  
Crystal Owens, Assistant City Manager  
Jennifer Stubbs, City Secretary

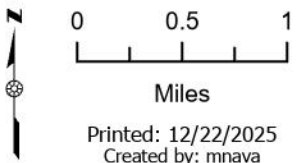
Created/Initiated - 3/20/2026  
Approved - 3/20/2026  
Approved - 3/24/2026  
Approved - 3/26/2026  
Approved - 3/31/2026  
Final Approval - 3/31/2026







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## 2026 Alley Repair Term Concrete Contract - Reg - 2

 Alley Repair

Garland  
Bond  
Program





# GARLAND

## PURCHASING REPORT

2.p

**Meeting Date:** April 7, 2026

**Title:** Contract Award for the 2026 Street Maintenance Program - Region 1

**Submitted by:** Tony Irvin, Streets Director

**Bid Number:** REQ00001206

**Strategic Focus Area:** Well-Maintained City Infrastructure  
Vibrant Neighborhoods and Commercial Centers

### Purchase Justification

This request is to award a term contract for street maintenance services to Ratliff Hardscape, Ltd. in the amount of \$2,000,000 for asphalt paving and associated concrete pavement repairs to support implementation of the Grow Garland Bond Program and other Street Department pavement maintenance activities. On February 3, 2026, Council approved the 2026 Capital Improvement Plan, which included a group of asphalt paving projects for Year 1 of the Bond Program. The City's geographic area has been divided into two regions comprising the Year 1 asphalt paving projects. This contract awards the Region 1 geographic area identified in the attached exhibit. This is a term contract for one-year, with no renewal options. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Annual expenditures align with budgeted funds but will not exceed the contract amount.

### Evaluation

A request for bids was issued in accordance with the Purchasing procedures. Five (5) bids were received and evaluated. Ratliff Hardscape, Ltd. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Ratliff Hardscape, Ltd.	REQ00001206	All	\$2,000,000.00	Lowest Responsible Bid	REQ00001206

### Fiscal Impact

A term contract sets price but does not commit funds. Expenditures will be charged to the Asphalt Overlay CIP program as incurred.

### Attachments

- A. Bid Recap
- B. Exhibit - 2026 Street Maintenance Region 1

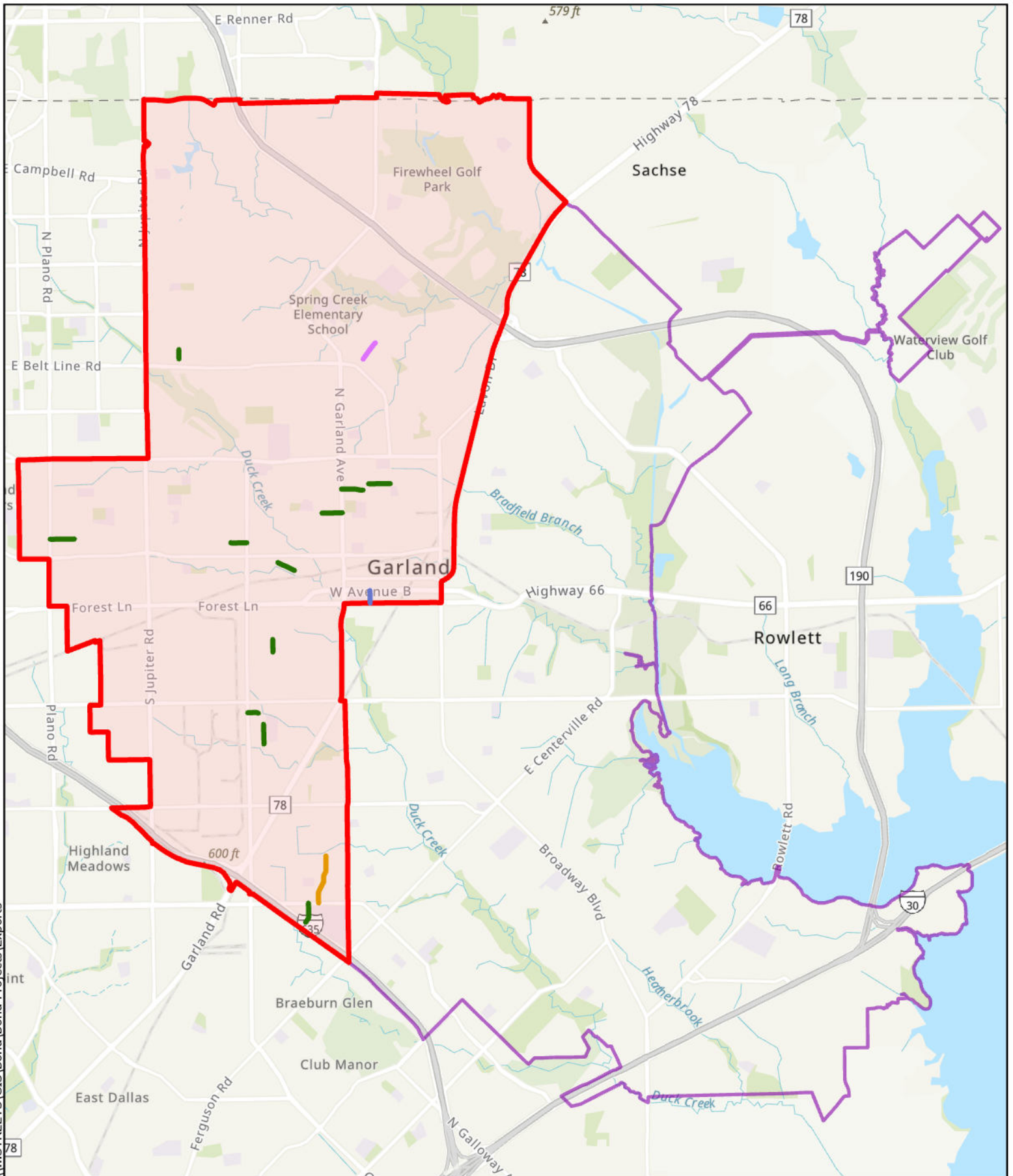
Budget Type: CIP  
 Fiscal Year: 2026  
 Document Location: 116

## Routing

Tony Irvin, Streets Director  
Tony Irvin, Streets Director  
Gary Holcomb, Procurement & Material Management Director  
Allyson Bell Steadman, Chief Financial Officer  
Crystal Owens, Assistant City Manager  
Jennifer Stubbs, City Secretary

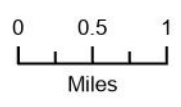
Created/Initiated - 3/20/2026  
Approved - 3/20/2026  
Approved - 3/24/2026  
Approved - 3/26/2026  
Approved - 3/31/2026  
Final Approval - 3/31/2026





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## 2026 Street Maintenance Term Contract - Reg - 1



- Asphalt Overlay
- Mill /overlay/conc pavt repair, curb & swk repair
- Pavement Repair, Reconstruction & Asphalt Overlay
- Mill & overlay (3 inch), limited base repair

Garland  
Bond  
Program



Printed: 12/22/2025  
Created by: mnava



# GARLAND

## PURCHASING REPORT

2.q

**Meeting Date:** April 7, 2026

**Title:** Downtown TIF Utility Study

**Submitted by:** Tamera Wilson, Department Coordinator I

**Bid Number:** REQ00001805

**Strategic Focus Area:** Well-Maintained City Infrastructure  
Vibrant Neighborhoods and Commercial Centers  
Growing Economic Base  
Commercially Thriving Downtown

### Purchase Justification

This request is to obtain a utility study for the Downtown Garland TIF area to evaluate the existing and future capacity of water, wastewater, and stormwater infrastructure in the Downtown Garland TIF area to support anticipated redevelopment per the Downtown Garland Implementation Plan. This study will include parcel-level projections of water demand and wastewater flows, hydraulic modeling, identification of infrastructure limitations, and recommendations for capacity improvements (if needed). The stormwater component of the Downtown TIF Utility Study is a proactive initiative to assess current flood risks and addresses the lack of a comprehensive drainage evaluation by combining advanced modeling, field data, and future land use planning to ensure infrastructure can meet the demands of ongoing and future growth. It will assess flood risks, model current and future drainage systems and conditions, and proposes storm drain and detention solutions (if needed) to support future development. This study will provide the City of Garland with a strategic foundation for guiding infrastructure investment, ensuring public safety, and enabling continued revitalization within the Downtown TIF area.

### Evaluation

Freese and Nichols, Inc. was selected as the Most Qualified firm for this project from RFQ 0712-23. As competitive bids were not received, a Bid Recap is not included.

### Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Freese and Nichols, Inc.	REQ00001805	All	\$564,900.00	Professional Services - Awarded on qualifications	REQ00001805

### Fiscal Impact

Funding is available for the Downtown TIF Utility Study contract for the total amount of \$564,900 in the participating Funds as follows: Downtown TIF Fund in the amount of \$315,270, which is within the total budget of \$982,1740 leaving a balance of \$422,501; Stormwater Management Fund in the amount of 222,400, which is within the total budget of \$667,997 leaving a balance of \$232,568; and Water Utility Fund in the amount of \$49,230, which is within the total budget of \$2,971,452 leaving a balance of \$1,777,857.

## Attachments

### A. Location Map

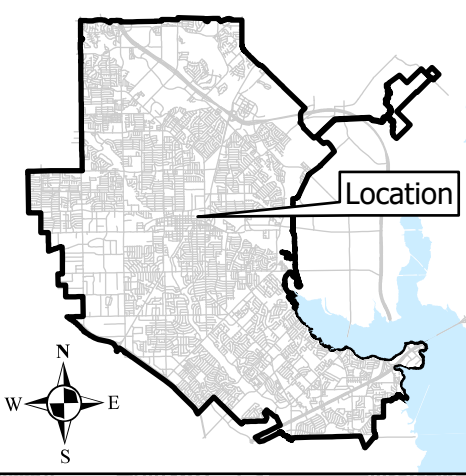
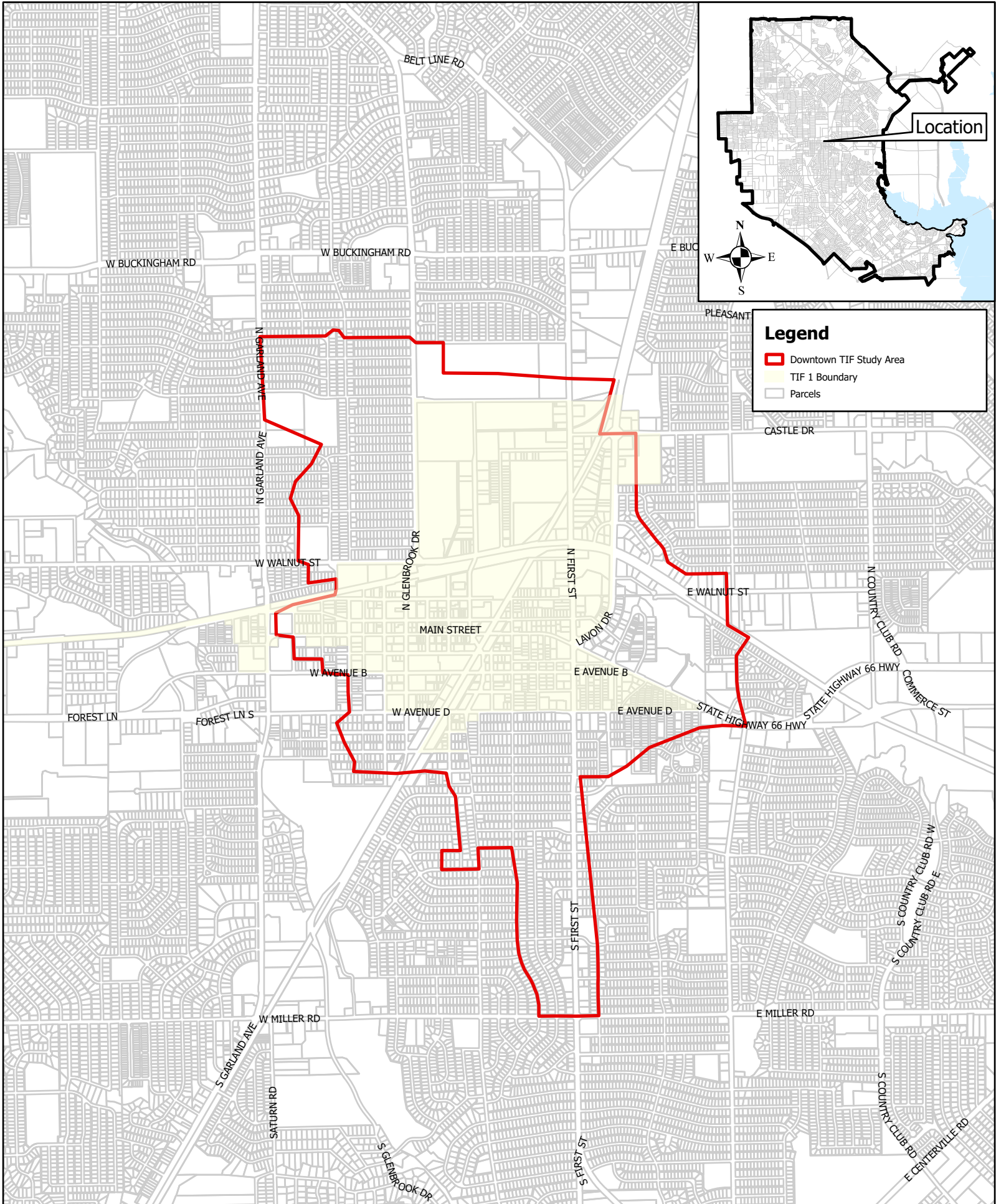
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Budget Type: Annual Operating Budget  
Fiscal Year: FY2025-26  
Document Location: Pages 200, 240, and 259

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### Routing

Tamera Wilson, Department Coordinator I	Created/Initiated - 3/19/2026
Michael Polocek, Engineering Director	Approved - 3/19/2026
Gary Holcomb, Procurement & Material Management Director	Approved - 3/20/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 3/26/2026
Crystal Owens, Assistant City Manager	Approved - 3/31/2026
Jennifer Stubbs, City Secretary	Final Approval - 3/31/2026



**Legend**

- ▭ Downtown TIF Study Area
- TIF 1 Boundary
- Parcels



# GARLAND

## CITY COUNCIL STAFF REPORT

3

**Meeting Date:** April 7, 2026  
**Title:** DART Interlocal Agreement  
**Submitted by:** Brian England, City Attorney  
**Strategic Focus Area:** Sound Governance and Finances

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### Issue / Summary

On February 24, 2026, the Board of Directors of Dallas Area Rapid Transit ("DART") approved and authorized the execution and Interlocal Agreement between DART and the City of Garland for General Mobility Program Funds ("Agreement"). The Agreement was the result of a multi-city negotiation with DART. Pursuant to the Agreement, DART would provide certain funds to the participating cities, over a five-year period, for transportation related projects. It is estimated that Garland would be entitled to receive approximately \$24,200,000. In exchange, the City would agree to its continued participation in DART and would further agree to refrain from approaching the legislature, during the term of the Agreement, with a request to amend DART's enabling legislation. The Agreement provides that it must be approved by the City no later than April 30, 2026.

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### Background

Council discussed this item in executive session at the March 2, 2026 Work Session and in open session at the April 6, 2026 Work Session. The Agreement, executed by DART's President & Chief Executive Office, Nadine S. Lee, is attached hereto.

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### Consideration / Recommendation

Pursuant to the direction of Council, the Office of the City Attorney recommends approving the attached agreement.

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### Attachments

- A. 2026-02-19 GMP ILA for SAC-FINAL-GARLAND

**FORM OF**  
**INTERLOCAL AGREEMENT**  
**between**  
**DALLAS AREA RAPID TRANSIT and**  
**CITY OF GARLAND for**  
**GENERAL MOBILITY PROGRAM FUNDS**

This Interlocal Agreement (“Agreement”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code (the “Act”), and CITY OF GARLAND (“CITY”). DART and CITY may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, pursuant to DART Board Resolution No. 260023, the DART Board directed the DART President & Chief Executive Officer to establish a six-year General Mobility Program (GMP) for allocation pursuant to Exhibit “A”<sup>1</sup> to be distributed to eligible DART Service Area cities for Public Transportation System or Complementary Transportation Service purposes, as those terms are defined herein, consistent with the Act, hereinafter referred to as “GMP Funds;” and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) has authorized seventy-five million dollars (\$75,000,000.00) in funding to supplement the DART allocation amounts for FY 2027 through FY 2031 as shown in Exhibit “A,” of which 0.5% will be allocated in FY 2027, and will increase by 0.5% each year to achieve an allocation equivalent to 10% of DART sales tax in FY 2031; and

WHEREAS, pursuant to DART Board Resolution No. 260023 and Exhibit “A,” all DART Service Area cities are eligible to receive a portion of the GMP Funds during the six (6) year term of this Agreement, subject to the conditions contained in this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Act and Chapter 791 of the Texas Government Code; and

WHEREAS, CITY is a DART Service Area city that is eligible to receive GMP Funds if it uses such funds to complete projects that will benefit DART’s Public Transportation System, provide Complementary Transportation Services (each as defined below) or is otherwise permissible under the Act and complies with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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<sup>1</sup> Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029).

## **Section I. Definitions**

- 1.1 Complementary Transportation Services means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications to improve public transportation infrastructure or as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART's Public Transportation System, including providing parking facilities, roadways, and pedestrian corridors. "Complementary Transportation Services" must be provided within the limits of DART's service area.
- 1.2 Eligible Project means a CITY project supporting DART's Public Transportation System or for Complementary Transportation Services that has been approved by DART in accordance with Section III of this Agreement.
- 1.3 Public Transportation means the conveyance of passengers and hand-carried packages or baggage of a passenger by any means of transportation.
- 1.4 Public Transportation System means (a) all property owned or held by DART for public transportation or complementary transportation service purposes, including vehicle parking areas and facilities and other facilities necessary or convenient for the beneficial use of, and the access of persons and vehicles to, public transportation; (b) real property, facilities, and equipment for the protection and environmental enhancement of all the facilities; and (c) property held in accordance with a contract with the owner making the property subject to the control of or regulation by DART and for public transportation or complementary transportation service purposes.
- 1.5 Site-Specific Shuttle means a circulator or shuttle service that complements and supports the public transportation system as defined in DART Board Policy III.16.
- 1.6 Eligible CITY means a city identified in DART Board Resolution No. 260023 and Exhibit "A" as eligible to receive a portion of the GMP Funds, subject to the conditions contained in this Agreement.
- 1.7 Effective Date means the date on which this Agreement was executed by a duly authorized representative of both parties. The Effective Date must not be later than April 30, 2026.
- 1.8 Term means the period during which this Agreement is in effect, commencing on the Effective Date through September 30, 2031.

## **Section II. CITY's Obligations**

- 2.1 Use of Funds. CITY shall use GMP Funds only for an Eligible Project approved by DART in accordance with Section III of this Agreement.

- 2.2 Good Standing Requirement. CITY understands and agrees that CITY shall not be entitled to receive any GMP Funds until and unless any outstanding amounts owed to DART pursuant to any Interlocal Agreement or other Agreement, whereby CITY is obligated to pay DART for goods and services provided or for the reimbursement of goods and services provided, shall be current or fully paid. If there is a good faith dispute in which the parties are engaged in litigation, or an informal dispute resolution process, DART may not withhold GMP Funds while the dispute is pending.
- 2.3 Certification of CITY Meeting Good Standing Requirements. CITY shall have met the requirements of Section 2.2 before any project is approved and before GMP Funds are distributed to CITY. If DART does not certify the CITY's compliance under Section 2.2, DART shall inform the CITY within fourteen (14) business days of any deficiencies or matters requiring immediate action. CITY may cure or commence to cure the deficiency within 30 days of DART's written notice or may pursue the dispute resolution process in Section IX of this Agreement.
- 2.4 Project Design, Construction, and Maintenance. All activities associated with implementation and operation of an Eligible Project, including planning, design, construction, and maintenance, shall be the responsibility of CITY, unless otherwise agreed to by DART. The Parties shall reasonably cooperate with each other on any Eligible Project that CITY initiates.
- 2.5 Insurance. CITY shall obtain and maintain, and shall require its contractors to obtain and maintain, adequate insurance or self-insurance coverage to effectively protect against the risks associated with each Eligible Project.

### **Section III. DART Approval of Eligible Projects**

- 3.1 Allowable Projects and Activities. A project proposed by CITY shall be related to improvement of, or provide a benefit to, DART's Public Transportation System or provide Complementary Transportation Services and be approved by DART in accordance with Section 3.2 of this Agreement. Eligible activities for which the GMP Funds may be used include, but are not limited to, planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, or surveying, and the cost of contracting with providers of Complementary Transportation Services, including Site Specific Shuttles. Projects and activities may also include funding the operating costs of DART services within the CITY under a separate funding agreement between DART and CITY.
- 3.2. CITY Submittal of a Project. By June 30 annually, CITY will submit to DART a description of each proposed project, a cost estimate, and a statement demonstrating how the proposed project will benefit DART's Public Transportation System or will provide Complementary Transportation Services. CITY may amend and resubmit alternative proposed projects for review and approval by DART after the annual June 30, deadline in Section 4.3 by submitting a request in writing to DART. All other critical deadlines in Section 4.3 will remain in effect.

- 3.3 DART Approvals. DART will have fourteen (14) business days to review and respond to the proposed Project(s). DART shall not unreasonably withhold approval for proposed projects considered legally permissible pursuant to this Agreement. Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029). If a project considered legally permissible pursuant to this Agreement is not approved or denied within forty-five (45) days of submission, it shall be deemed automatically approved by the DART.
- 3.4 Eligible Projects. Only after a proposed project has been approved by DART in writing, or deemed automatically approved by DART, shall the proposed project be deemed an Eligible Project for the purposes of this Agreement.

#### **Section IV. Financial Considerations**

- 4.1 Eligibility for Reimbursement. CITY’s expenditure of funds for a proposed project prior to DART’s approval of such project in accordance with Sections 3.3 and 3.4 of this Agreement may render such expenditures ineligible for reimbursement by DART. DART shall have no obligation to reimburse CITY for any Eligible Project undertaken prior to DART’s approval thereof and DART is not obligated to provide GMP Funds for activities performed or costs incurred prior to the execution of this Agreement.
- 4.2 Disbursement of Funds. DART shall disburse GMP Funds to CITY only if CITY is in good standing per Section 2.2, and has received certification under Section 2.3 for Eligible Projects approved by DART in accordance with the following terms:
- a. General. CITY shall receive the amount of GMP Funds in accordance with Exhibit “A.” The Parties agree to actively collaborate with each other and regional stakeholders to seek new revenues. If regional rail or state-authorized new revenue or funding is made available, this Agreement will be amended and the amount in Exhibit “A” will increase by an amount commensurate with those new revenues not to exceed the equivalent of twenty-five (25) percent of DART sales and use tax collections. DART shall have no obligation to pay to CITY an amount greater than the annual amount of GMP Funds available to CITY if DART has approved more than one Eligible Project for CITY. Unless otherwise agreed by DART, DART shall not be responsible for paying any cost overruns. To the extent permitted by law, CITY shall **RELEASE AND HOLD DART HARMLESS** from any claims or liabilities arising from the use of the GMP Funds or implementation or operation of an Eligible Project.
  - b. Payment. DART’s President & Chief Executive Officer or designee shall approve all GMP Fund distributions. In Fiscal Year (FY) 2026, DART shall distribute undisputed GMP Funds to CITY, in accordance with Exhibit “A,” by October 1, 2026. In FY 2027 and in each subsequent fiscal year during the term of this Agreement, DART shall distribute undisputed GMP Funds to the CITY, in accordance with Exhibit “A,” on October 1 annually.

- 4.3 Critical Deadlines. CITY shall submit proposed projects to DART for approval by June 30 annually during the term of this Agreement. CITY shall submit semi-annual reports to DART to demonstrate progress on approved projects by the 15<sup>th</sup> of January and July of each year until project completion. Contracts for Eligible Projects must be executed by CITY by September 30, 2033. CITY shall provide documentation demonstrating substantial completion of Eligible Project(s) to DART for its records by September 30, 2036, or earlier as projects are completed. GMP Funds not encumbered by CITY on approved projects prior to September 30, 2033, shall be returned to DART.
- 4.4 Audit Rights. If a subsequent audit of Eligible Project documentation submitted under Section 4.3 reveals that GMP Funds were expended in violation of this Agreement, CITY will be provided a copy of any report and will be given ten (10) business days to respond to any expenditure in violation of this Agreement. If findings do not change, CITY shall promptly reimburse such funds to DART. If there is continued disagreement on the findings, Section IX Dispute Resolution may be pursued.
- 4.5 Existing Services. This Agreement is entered into in consideration of existing services and service coverage DART provides to CITY at the time this Agreement is executed. Any changes to DART services that reduce service levels or coverage when this Agreement was executed must be agreed upon mutually in writing, other than changes made pursuant to existing DART policy on Service Standards and Service Changes and as that may be amended from time to time in the future.
- 4.6 Redistribution of Funds. Any funds refunded to CITY from an agreed amended service plan or any other separate agreement between DART and CITY shall be an additional distribution to CITY by DART, separate from this Agreement, and shall not impact or be an offset from any GMP distributions required herein.
- 4.7 Sales Tax Receipts. In year(s) where DART sales tax receipts are trending below the Board approved budget as of September 15 of that year, DART may delay payment to the CITY until December 15 of that year.

## **Section V. Termination**

### **5.1 Termination.**

In the event of a Material Breach, either Party shall provide written notice to the breaching Party and if the breaching Party fails to cure such Material Breach within ninety (90) calendar days after written notice thereof, the nonbreaching Party may terminate this Agreement upon the date set forth in a written notice to the defaulting Party. If either Party disputes a Material Breach has occurred, the Parties shall first attempt to resolve the dispute by securing a determination through the dispute resolution process set out in Section IX without such dispute resolution being final. In the event the Parties are unable to resolve their dispute through the dispute resolution process set out in Section IX, then either Party may terminate this Agreement.

- 5.2 Expiration of Agreement. This Agreement shall terminate automatically on September 30, 2031; provided, however, obligations identified in 4.3 and 10.7, shall survive termination.

**Section VI. Withdrawal of Service Area City**

- 6.1 Pursuant to the Act, ordering of an election as a result of a citizen petition will not be considered a material breach of this Agreement.
- 6.2 If CITY has ordered an election prior to this Agreement, CITY shall rescind the order of the election within seven (7) business days following the execution of this Agreement, and DART shall reinstate within seven (7) business days any funds that DART has suspended or placed on hold under any previous agreements with CITY because of the call of an election to withdraw from DART.
- 6.3 If CITY proceeds with a withdrawal election pursuant to the Act, Sec. 452.651(a), in 2026, or if an election to withdraw pursuant to the Act, Sec. 452.651(b), is successful during the term of this Agreement, payment under this Agreement will be forfeited. If an election is called pursuant to the Act, Sec. 452.651(b), during the term of this Agreement, GMP Funds will be suspended pending the election outcome, and will be fully reinstated if the election fails.
- 6.4 If CITY withdraws from DART pursuant to an election prior to September 30, 2031, then any GMP Funds disbursed by DART and unencumbered by CITY shall be reimbursed to DART.

**Section VII. Legislative Activities**

- 7.1 Parties agree to abstain from legislative action seeking to amend Section 452 of the Act to reduce or impair the one cent sales tax levy during the period of this Agreement.
- 7.2 This section does not apply to mutually acceptable legislative activities that are undertaken in collaboration with DART, consistent with approved legislative priorities of the DART Board and all service area cities.
- 7.3 If the CITY or its authorized agent violates this provision, any GMP Funds previously disbursed by DART and unencumbered by CITY under this Agreement shall promptly be reimbursed to DART and all future annual payments will be forfeited; provided, however, DART must notify CITY of any violation of this provision in writing and CITY may cure the deficiency within 30 days of DART's notice. If the deficiency is cured, GMP Funds shall not be required to be reimbursed, and annual payments will not be forfeited.

**Section VIII. Most Favored Nation**

DART hereby covenants and agrees that none of the terms that may be offered to any other participating Service Area city are or will be more favorable to such Service Area city than those

of the CITY; and in the event that DART should amend this Agreement with other Service Area cities providing for more favorable terms, this Agreement shall be deemed amended and modified in an economically and legally equivalent manner such that CITY shall receive the benefit of such more favorable terms.

### **Section IX. Dispute Resolution**

DART and CITY will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. If an issue or dispute cannot be resolved, it will be elevated to CITY's City Manager and the DART President & Chief Executive Officer as the final arbiters of the issue or dispute in accordance with the powers and authorities vested in them.

### **Section X. Miscellaneous**

10.1 Notices. Notice shall be provided in writing at the following addresses:

**DALLAS AREA RAPID TRANSIT**  
1401 Pacific Avenue  
Dallas, Texas 75202-7210  
cfo@dart.org  
Attn: EVP, Chief Financial Officer

**CITY OF GARLAND**  
P.O. Box 469002  
Garland, TX 75046  
Abellsteadman@garlandtx.gov  
Attn: Chief Financial Officer

Copy to:  
DART General Counsel  
P.O. Box 660163  
Dallas, TX 75266-7255

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

10.2 Governing Law; Voting Requirements for Initiation of Suit Against CITY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas. DART shall not name or implead a principal or non-principal municipality (CITY) or its officers or employees except upon a two-thirds vote of the DART Board.

10.3 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties on the terms herein. This Agreement may be amended or supplemented only by a mutual agreed upon written instrument executed by the Parties.

10.4 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into, and the Parties hereto specifically disclaim such relationship.

- 10.5 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 10.6 Construction and Interpretation. This Agreement shall not be construed against the drafting Party.
- 10.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable. Except for the time periods that CITY shall submit applications for eligible projects, all sections of the Interlocal Agreement survive and remain in force and effect.
- 10.8 Force Majeure. Except for payments due and owing to CITY by DART pursuant to this Agreement, in no event shall either party be liable or be deemed to have breached this Agreement for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delays or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, tornadoes, floods, pandemics or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 10.9 No Waiver of Governmental Immunity. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.
- 10.10 No Discrimination. In the performance of this Agreement, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.
- 10.11 Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

**DALLAS AREA RAPID TRANSIT**



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Nadine S. Lee  
President & Chief Executive Officer

Date: 02/24/26

**CITY OF GARLAND**

---

City Official

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

Date: \_\_\_\_\_

Exhibit A to General Mobility Program Interlocal Agreement

**Estimated DART and Regional Transportation Council (RTC) Contributions**

Year	DART %	RTC %	Total	DART	RTC	Total
Year 1	5.00%	0.00%	5.00%	42,589,182	-	42,589,182
Year 2	5.50%	0.50%	6.00%	49,520,638	4,501,876	54,022,514
Year 3	6.00%	1.00%	7.00%	56,075,369	9,345,895	65,421,264
Year 4	6.50%	1.50%	8.00%	63,056,753	14,551,558	77,608,311
Year 5	7.00%	2.00%	9.00%	70,487,749	20,139,357	90,627,105
Year 6	7.50%	2.50%	10.00%	78,392,446	26,130,815	104,523,261
<b>Total Estimated</b>				360,122,136	74,669,501	434,791,638

**Estimated Annual Allocations**

Fiscal Year	% Allocation	Addison	Carrollton	Cockrell Hill	Dallas	Farmers Branch	Garland	Glenn Heights
Actual 2026	5%	\$ 836,068	\$ 2,382,874	\$ 30,133	\$ 21,161,957	\$ 1,175,463	\$ 2,149,165	\$ 61,509
Actual 2027	6%	1,017,997	3,024,252	38,154	26,156,989	1,446,164	3,041,345	74,303
Estimate 2028	7%	1,232,795	3,662,369	46,205	31,676,114	1,751,305	3,683,068	89,981
Estimate 2029	8%	1,462,447	4,344,616	54,812	37,576,921	2,077,548	4,369,171	106,743
Estimate 2030	9%	1,707,772	5,073,425	64,006	43,880,450	2,426,057	5,102,100	124,649
Estimate 2031	10%	1,969,631	5,851,350	73,821	50,608,785	2,798,052	5,884,422	143,762
<b>Total</b>		<b>\$ 8,226,710</b>	<b>\$ 24,338,885</b>	<b>\$ 307,131</b>	<b>\$ 211,061,217</b>	<b>\$ 11,674,590</b>	<b>\$ 24,229,270</b>	<b>\$ 600,945</b>

Fiscal Year	% Allocation	Highland Park	Irving	Plano	Richardson	Rowlett	University Park	Total All Cities
Actual 2026	5%	\$ 422,031	\$ 5,156,506	\$ 5,798,553	\$ 2,598,512	\$ 473,876	\$ 342,535	\$ 42,589,182
Actual 2027	6%	548,488	6,795,005	7,641,816	3,239,292	578,915	419,794	54,022,514
Estimate 2028	7%	664,219	8,228,751	9,254,239	3,922,783	701,066	508,371	65,421,264
Estimate 2029	8%	787,954	9,761,650	10,978,171	4,653,541	831,665	603,073	77,608,311
Estimate 2030	9%	920,133	11,399,166	12,819,759	5,434,173	971,176	704,239	90,627,105
Estimate 2031	10%	1,061,220	13,147,039	14,785,456	6,267,413	1,120,090	812,222	104,523,261
<b>Total</b>		<b>\$ 4,404,044</b>	<b>\$ 54,488,117</b>	<b>\$ 61,277,993</b>	<b>\$ 26,115,714</b>	<b>\$ 4,676,789</b>	<b>\$ 3,390,234</b>	<b>\$ 434,791,638</b>

**Notes:**

1. FY2026 and FY2027 based on actual sales tax receipts for FY2024 and FY2025, respectively.
2. FY2028 through FY2031 are estimates based on 3.8% annual growth of sales tax revenues and will be adjusted to actual sales tax collections on a two-year lookback.
3. DART contributions are presented as a percent of estimated sales tax, and only for cities participating in the program.
4. The RTC contribution is a fixed dollar amount; therefore, the total percent and dollar contributions are estimates.
5. The allocations by city are based on each city's proportional share of total sales tax collected by DART. If a city withdraws or does not participate in the GMP, that city's share is removed from the total available.



# GARLAND

## CITY COUNCIL STAFF REPORT

4

**Meeting Date:** April 7, 2026  
**Title:** 2026 Homeland Security Grant Program Application Resolution  
**Submitted by:** Joseph Ellis, Emergency Management Director  
**Strategic Focus Area:** Safe Community

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### Issue / Summary

The Department of Homeland Security Grant Program (HSGP) is managed at the state level by the Office of the Governor (OOG). The OOG now requires jurisdictions seeking to apply for HSGP funding to obtain a Council-approved resolution prior to submission. This resolution must identify the proposed projects, designate the authorized official responsible for grant administration, and designate the Chief Financial Officer as the City's Financial Officer for the grant.

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### Background

The primary purpose of the Department of Homeland Security's (DHS)/Federal Emergency Management Agency's (FEMA) Homeland Security Grant Program (HSGP) is to provide funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation across the five mission areas: prevention, protection, mitigation, response, and recovery.

The Urban Area Security Initiative (UASI), a component of HSGP, addresses the unique risk-driven and capabilities-based planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas and must align with capability targets identified through the Threat and Hazard Identification and Risk Assessment and capability gaps identified in the State Preparedness Report.

Pursuant to Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107–296; 6 U.S.C. § 603), DHS/FEMA administers HSGP and establishes program requirements through annual Notices of Funding Opportunity (NOFO). In accordance with Section 2006 of the Act (6 U.S.C. § 607), not less than 25 percent (25%) of HSGP funds must be used for Law Enforcement Terrorism Prevention Activities (LETPA); however, DHS/FEMA requires a minimum of 35 percent (35%) of HSGP funds to be dedicated to LETPA, as specified in the FY2026 NOFO. Therefore, each recipient must ensure that at least 35 percent (35%) of their total HSGP allocation is obligated toward eligible LETPA activities.

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### Consideration / Recommendation

Approve a resolution authorizing the FY2026 Homeland Security Grant Program (HSGP) Urban Area Security Initiative (UASI) application. Council considered this item at the April 6, 2026 Work Session.

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### Attachments

- A. City Council Policy Report -HSGP Resolution 2026
- B. FY26 UASI Grant Resolution





# Policy Report

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## 2026 HOMELAND SECURITY GRANT PROGRAM (HSGP) APPLICATION RESOLUTION

### ISSUE

The Department of Homeland Security Grant Program (HSGP) is managed at the state level by the Office of the Governor (OOG). The OOG now requires jurisdictions seeking to apply for HSGP funding to obtain a Council approved resolution prior to submission. This resolution must identify the proposed projects, designate the authorized official responsible for grant administration, and designate the Chief Financial Officer as the City's financial officer for the grant.

### OPTIONS

- 1) Approve a resolution to support the 2026 Homeland Security Grant Program (HSGP) application.
- 2) Take no action.

### RECOMMENDATION

The Office of Emergency Management (OEM) staff recommends support of the HSGP application to gain access to grant funding. The resolution will assist the City of Garland with acquiring funding to help support and improve public safety response and recovery capabilities. This 2026 UASI funding will be used to purchase resources to support the following Garland projects:

- Ballistic Vest Replacement for the Fire Department.
  - Funding this project will allow the City of Garland to replace aging ballistic vests for front line Fire Department personnel.
- Outdoor Emergency Loudspeaker System for Downtown Square.
  - Funding this project will allow the City of Garland to purchase a permanent loudspeaker system for the Downtown Square to support emergency communications.
- Handheld HazMat Detectors
  - Funding this project will allow the City of Garland to purchase equipment that addresses a detection gap that will improve the Fire Department's readiness for hazardous materials incidents.
- Electronic Personal Dosimeters
  - Funding this project will allow the City of Garland to purchase personal dosimeters that will improve exposure tracking and enhance responder safety during radiological events.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 7, 2026, Regular Meeting.

## **BACKGROUND**

The primary purpose of the Department of Homeland Security's (DHS)/Federal Emergency Management Agency's (FEMA) Homeland Security Grant Program (HSGP) is to provide funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal (The Goal) of a secure and resilient Nation. Among the five noted mission areas, Prevention, Protection, Mitigation, Response, and Recovery, HSGP supports the goal to Strengthen National Preparedness and Resilience.

The UASI program funds address the unique risk-driven and capabilities-based planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas based on the capabilities identified during the THIRA process and associated assessment efforts. The funds also assist them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

DHS/FEMA requires at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA), per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. 607). This requirement is met by mandating all SHSP and UASI recipients to ensure that at least 25% of the combined HSGP funds allocated under SHSP and UASI are dedicated towards LETPA initiatives. Activities eligible for use of law-enforcement focused funds are outlined in the National Prevention Framework.

## **COUNCIL GOAL**

Safe Community

## **ATTACHMENTS**

2026 HSGP Resolution

**RESOLUTION NO: \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR CERTAIN PUBLIC SAFETY, LAW ENFORCEMENT, AND HOMELAND SECURITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council finds it in the best interest of the citizens of Garland that the following projects be proposed for the 2026 Urban Area Security Initiative (UASI):

- (1) 2026 UASI Garland Ballistic Vest Replacement,
- (2) 2026 SHSP LETPA Garland Outdoor Emergency Loudspeaker System,
- (3) 2026 UASI Garland Handheld HazMat Detectors, and
- (4) 2026 UASI Garland Electronic Personal Dosimeters.

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor Funds, the City assures that the funds will be returned to the Office of the Governor in full;

**WHEREAS**, the UASI requires the City to designate an authorized official given the power to apply for, accept, reject, or terminate the grant on behalf of the applicant agency, and the City will do so herein; and

**WHEREAS**, the UASI further requires the City to designate a financial officer who is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency, and the City will do so herein;

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

**Section 1**

The City Council approves the submission of grant application (whether one or more) for the following projects:

- (1) 2026 UASI Garland Ballistic Vest Replacement,
- (2) 2026 SHSP LETPA Garland Outdoor Emergency Loudspeaker System,

(3) 2026 UASI Garland Handheld Hazmat Detectors, and

(4) 2026 UASI Electronic Personal Dosimeters.

**Section 2**

The City Council hereby designates the Emergency Management Director of the Garland Office of Emergency Management as the City's authorized official to act in all matters relating to the foregoing grant application(s) and that the authorized official is hereby given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

**Section 3**

The City Council hereby designates the Chief Financial Officer as the City's financial officer to the foregoing grant and authorizes the financial officer to submit financial and programmatic reports and to alter the grant on behalf of the City.

**Section 4**

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the \_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Grant Number/Project Names:

5989501/2026 UASI Garland Ballistic Vest Replacement  
5989401/2026 UASI Garland Outdoor Emergency Loudspeaker System  
5989601/2026 UASI Garland Handheld Hazmat Detectors  
5989701/2026 UASI Garland Electronic Personal Dosimeters



# GARLAND

## CITY COUNCIL STAFF REPORT

**Meeting Date:** April 7, 2026

**Title:** Acquisition of Real Property Located at 3014 S. Shiloh Road

**Submitted by:** Niels Brown, Real Estate Director

**Strategic Focus Area:** Growing Economic Base

### Issue / Summary

Authorize the City Manager to execute a Contract for Sale and Leaseback for the acquisition of 3014 S. Shiloh Road for the Shiloh Road Improvement Project and all documents necessary and incidental to the contemplated transaction. Council considered this item at the April 6, 2026 Work Session.

### Background

The City is currently undertaking the Shiloh Road Improvement Project. As a part of the expansion and improvements to Shiloh Road, the City requires additional right-of-way along the frontage of the property located at 3014 S. Shiloh Road. City staff engaged in extensive negotiations with the property owner, ultimately resulting in an agreement to acquire the property for a fee of \$500,000.00. The attached Contract for Sale and Leaseback includes a 90-day leaseback allowing the property owner time to vacate the property. The property owner has executed the Contract for Sale and Leaseback.

### Consideration / Recommendation

Staff recommends authorizing the City Manager to execute the Contract for Sale and Leaseback and all documents necessary to complete the transaction.

### Attachments

- A. Sale Contract for Shiloh Property - Signed by Seller (002)

## CONTRACT FOR SALE AND LEASEBACK – REAL PROPERTY

THIS CONTRACT FOR SALE AND LEASEBACK ("Contract") is made and entered into as of the "Effective Date" (as hereinafter defined) by and between **RENJI JOHN DBA ALPHA OMEGA MEDICAL SUPPLIES** ("Seller"), and **The City of Garland, Texas**, a Texas home-rule municipality ("Buyer").

For and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **PURCHASE AND SALE:** Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The "Property" shall mean real property commonly known as **3014 S. Shiloh Road, Garland, Dallas County, Texas (the "Property")**, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all right, title, and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties.
2. **CONTRACT SALES PRICE:** The purchase price for the Property shall be **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)** ("Sales Price"), payable by Buyer in cash at Closing. "Payable in cash" shall mean by cashier's check or certified check drawn on a national banking association acceptable to Seller, or by wire transfer of immediately available federal funds ("Immediately Available Funds").
3. **EARNEST MONEY:** Within five (5) business days of the Effective Date, Buyer shall deliver to **Diana M. Spiak-Lee, Fidelity National Title, 2006 W. Campbell Road, Ste. 200, Garland, TX 75044** ("Title Company"), as escrow agent, an amount equal to **Five Thousand and 00/100 Dollars (\$5,000.00)** (by Immediately Available Funds) as earnest money, which funds shall be deposited and held by the Title Company in an interest-bearing account. In the event the transaction contemplated by this Contract is closed, the Earnest Money will be applied in payment of the Sales Price to be paid at Closing. In the event the transaction contemplated by this Contract is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Contract. If Buyer does not timely deliver the Earnest Money, or if the Title Company is not immediately able to obtain good funds in respect of the Earnest Money, Seller may, at its option, terminate this Contract. Upon request from the Title Company, Seller and Buyer will enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold the Title Company harmless with respect to the performance of its duties as escrow agent, except to the extent caused by the gross negligence or willful misconduct of the Title Company.

4. FEASIBILITY STUDY AND INSPECTION:

(a) Buyer is granted the right to conduct engineering, market and economic feasibility studies of the Property, and/or a physical inspection of the Property, including studies or inspections to determine the existence of any environmental hazards or conditions (collectively, "Feasibility Study") during the period ("Feasibility Period") commencing on the Effective Date and ending at 5:00 p.m., Dallas, Texas time, on that date that is **Forty-Five (45) days thereafter**. Parties may agree to extend the Feasibility Period in writing. Buyer or its designated agents may enter upon the Property for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study. Buyer shall not alter the physical condition of the Property without obtaining the written consent of Seller to any physical alteration of the Property, which consent may be withheld in Seller's sole and absolute discretion. In particular, Buyer shall not perform any invasive or destructive testing of the Property (including, without limitation, any soil sampling, excavation, or other physical testing), or what is commonly known as a Phase II environmental inspection, without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. In the event Buyer determines that the Property is not suitable for its intended use due to its physical condition or environmental hazards, the Buyer may terminate this Contract by written notice to Seller prior to the expiration of the Feasibility Period, or any extension of the Feasibility Period pursuant to this Section.

(b) If Buyer determines, in its sole judgment, that the Property is not suitable for any reason (or no reason at all) for Buyer's intended use or purpose, or is not in satisfactory condition in any regard, then Buyer may terminate this Contract by written notice to Seller prior to expiration of the Feasibility Period or any extension of the Feasibility Period pursuant to Section 4(a), in which case the Earnest Money, including any additional Earnest Money deposited for an extended feasibility period, shall be issued to the Seller, and neither party shall have any further right or obligation hereunder other than as set forth herein with respect to rights or obligations which expressly survive termination of this Contract. If this Contract is not terminated in the manner and within the time provided in this Section 4, the condition provided in this Section 4 and any and all objections with respect to the Feasibility Study shall be deemed to have been satisfied and/or waived by Buyer for all purposes, and it shall be conclusively presumed that Buyer (i) has approved the Diligence Documents (hereinafter defined), any surveys obtained, and the condition of title and condition to the Property, (ii) has acknowledged and agreed that Buyer has been given adequate access to inspect the Property, (iii) has acknowledged that it has the full and complete knowledge necessary to purchase the Property, or has chosen not to obtain the full and complete knowledge, although provided with the opportunity by Seller, and (iv) has conducted, or had the opportunity to conduct, sufficient examination of the building, building envelope, building systems, building grounds, building components and surrounding conditions including but not limited to soils and the environmental condition of the Property.

(c) The Feasibility Study shall be at Buyer's sole cost and expense. Buyer shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In the event that Buyer terminates this Contract pursuant to Section 4(b) or this Contract is terminated due to a default of Buyer, Buyer shall provide Seller, at no cost to Seller, with a copy of the results of any tests and inspections

made by Buyer, excluding any market and economic feasibility studies. To the extent allowed by law, Buyer shall keep confidential the results of any tests and inspections made by Buyer, and shall not disclose said results to any third parties; provided, however, nothing herein shall prevent Buyer from disclosing any information (i) as may be reasonably required for applying for, qualifying for, and otherwise processing governmental approvals; (ii) as may be reasonably required in processing the closing and issuance of the title policies regarding the Property; (iii) as may be reasonably required for purposes of income tax reporting; (iv) as may be reasonably required by accountants, attorneys, engineers, consultants or other persons providing professional advice; (v) as may be reasonably required regarding financing of the purchase; (vi) in court or arbitral proceedings, or as otherwise may be required by law; and (vii) as otherwise as may be consented to in writing by Seller. To the extent allowed by law, Buyer hereby indemnifies, defends and holds Seller harmless from all claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions and causes of action arising out of or in any way relating to the Feasibility Study performed by Buyer, its agents, contractors, servants and/or employees. Buyer further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Buyer, its agents, contractors, servants and/or employees arising out of the Feasibility Study or use in any manner of the Property, unless due to the gross negligence or intentional misconduct of Seller, its agents, employees and/or contractors. Notwithstanding anything in this Contract to the contrary, the provisions of Section 4 shall survive the Closing or any termination of this Contract.

5. CLOSING: The closing of the sale of the Property to Buyer and consummation of the transaction(s) contemplated by this Contract ("Closing") shall take place at the offices of the Title Company in Garland, Texas on the date ("Closing Date") no later than fifteen (15) days after the expiration of the Feasibility Period unless such date is changed in writing by Seller and Buyer.

(a) At the Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense (except as otherwise provided in this Section 5(a)), the following:

(i) a duly executed and acknowledged Special Warranty Deed ("Deed") in substantially the same form as shown on Exhibit "B" attached hereto and made a part hereof, conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, easements, and assessments, except for the Permitted Exceptions (hereinafter defined) and any others approved by Buyer in writing.

(ii) a proforma basic Owner's Policy of Title Insurance (the "Owner's Title Policy") in the standard form in use in the State of Texas to be issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to Permitted Exceptions and others approved by Buyer in writing, and the standard printed exceptions, provided, however:

(A) if Buyer obtains a survey that is acceptable to the Title Company, the exception as to area and boundaries may, at the option and expense of Buyer, be deleted except for "any shortages in area";

- (B) the standard exception as to restrictive covenants may be limited to any restrictive covenants that are Permitted Exceptions and the Restrictions; and
- (C) the exception as to standby fees and taxes shall be limited to standby fees and taxes for the year of Closing and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;
  - (iii) the duly executed and acknowledged Lease Agreement (“Leaseback”) in the form attached hereto as Exhibit “C”,
  - (iv) a non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;
  - (v) evidence of Seller’s capacity and authority for the closing of this transaction as may be reasonably required by the Title Company;
  - (vi) such other documents as may be reasonably required to close this transaction, duly executed (including, without limitation, an affidavit as to debts, liens and parties in possession in form and content reasonably satisfactory to Seller and the Title Company).
- (b) At the Closing, Buyer shall perform and deliver to Seller, at Buyer’s sole cost and expense, the following:
  - (i) the Sales Price in Immediately Available Funds;
  - (ii) the duly executed and acknowledged Leaseback in the form attached hereto as Exhibit “C”,
  - (iii) evidence of Buyer’s capacity and authority for the closing of the transaction contemplated herein; and
  - (iv) such other documents as may be reasonably required to close this transaction duly executed.
- (c) Seller shall pay: Seller’s attorneys’ fees and other expenses stipulated to be paid by Seller under other provisions of this Contract. Buyer shall pay: the premium for the basic Owner’s Title Policy, including any premium for the premium for the area and boundary deletion and any requested endorsements; any escrow fee and recording costs; costs of tax certificates; Survey costs; Buyer’s attorneys’ fees; and other expenses stipulated to be paid by Buyer under other provisions of this Contract. All other closing costs not addressed in this Section or elsewhere in this Contract shall be allocated in accordance with the customary practice in the county in which the Property is located.
- (d) All normal and customarily pro-ratable items, including, without limitation,

payments relating to agreements affecting the Property which survive the Closing, shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date.

(e) All ad valorem real estate taxes and assessments levied or assessed against the Property (including, without limitation, any rollback taxes) shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Such prorations shall be adjusted after Closing, based upon the actual tax bill. This Section 5(e) shall survive Closing.

6. TITLE APPROVAL: Seller shall deliver to Buyer within three (3) business days after the opening of escrow by the Title Company (i) any topographical plans, site plans, surveys, plats, soils and substrata studies, utility plans, and environmental reports pertaining to the Property currently in the possession of Seller ("Diligence Documents"), which Diligence Documents are provided for informational purposes only and shall not to be relied upon by or certified to Buyer, and nothing in this Section shall constitute a representation or warranty as to the delivery, accuracy, or completeness of any Diligence Documents described herein or otherwise in Seller's possession, and (ii) a Commitment for Title Insurance with copies of all recorded instruments affecting the Property and recited as exceptions in said Commitment for Title Insurance ("Commitment"). Within thirty (30) days after the Effective Date, if a survey acceptable to the Title Company does not exist, Buyer shall obtain a current ALTA survey of the Property ("Survey"), providing Seller and the Title Company with a copy of same. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have fifteen (15) days after receipt of the Commitment and Survey, but in no event later than ten (10) days prior to the expiration of the Feasibility Period, to give Seller written notice of its objections ("Title Objections"). If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for ten (10) days from the date of Seller's receipt of the Title Objections to cure same. Seller will utilize reasonable diligence to cure any errors in the Commitment, provided Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing such efforts. If any Title Objection is not satisfied within such time period, Buyer shall elect prior to the end of the Feasibility Period as its sole and exclusive remedy to either (a) terminate this Contract, in which case the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (b) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing without reduction of the Sales Price. Any exception to Commitment or Survey not objected to by Buyer in the manner and within the time period specified in this Section 6 shall be deemed accepted by Buyer and shall be a Permitted Exception. The phrase "Permitted Exceptions" shall mean (i) real estate taxes and assessments not yet due and payable, (ii) documents or agreements contemplated by the terms of this Contract, (iii) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives or employees, and (iv) those exceptions to title set forth in the Commitment, Deed, or Survey and which have been accepted or deemed accepted by Buyer. In no event shall the failure of Seller to deliver a Commitment satisfying the requirements of this Section 6 extend the period for review of such Commitment beyond the Feasibility Period; and Buyer's sole remedy on account of any such failure shall be to terminate this Contract prior to the expiration of the Feasibility Period in

accordance with the provisions of Section 4 hereof. Buyer shall notify Seller in writing of any failure of the Commitment or Survey to satisfy the requirements of this Section 6 within ten (10) days after the Commitment and Survey are received by Buyer; and if Buyer fails to do so, they shall be deemed to satisfy such requirements. Notwithstanding the foregoing and regardless of any applicable Title Objections, (x) Seller agrees to cure prior to or upon Closing any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer, and (y) voluntary conveyances of interests in the Property by Seller after the Effective Date ("Mandatory Cure Matters"). In no event shall the Mandatory Cure Matters be a Permitted Exception, and if Seller is unable to cure any Mandatory Cure Matters on or before the Closing, then Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Contract upon written notice to Seller on or before the Closing Date, whereupon the Earnest Money and any and all Extension Payments (if applicable) shall be promptly delivered to Buyer, and all obligations and liabilities of the parties under this Contract shall be discharged and shall be null and void and of no further force or effect (except those that expressly survive the termination of this Contract).

7. BROKER'S FEE: Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer. To the extent allowed by law, Buyer and Seller shall indemnify, defend, and hold each other harmless from any claim, liability, obligation, cost or expense (including reasonable attorneys' fees and expenses) for fees or commissions relating to Buyer's purchase of the Property asserted against either party by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Section 7 shall survive the Closing or any termination of this Contract.

8. DEFAULT:

(a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer's breach or other failure to timely perform all obligations and conditions to be performed by Buyer, and such breach or other failure is not due to default, breach and/or failure by Seller hereunder, then Seller may, as Seller's sole and exclusive remedy, either (i) terminate this Contract and receive the Earnest Money as liquidated damages; or (ii) enforce specific performance of Buyer's obligations hereunder.

(b) If the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller, such breach or other failure is not cured within ten (10) days of Seller's receipt of written notice of such breach from Buyer, and such breach or other failure is not due to default, breach, and/or failure by Buyer hereunder, then Buyer may, as its sole and exclusive remedy, either (i) enforce specific performance of Seller's obligations hereunder, provided that Buyer asserts such claim for specific performance within thirty (30) days from the scheduled Closing Date, or (ii) terminate this Contract and receive the Earnest Money; provided, however, notwithstanding anything to the contrary contained in this Contract, under no circumstances shall Buyer be permitted or entitled to file a claim of *lis pendens* against the Property. Buyer hereby waives and releases to the greatest extent allowed by law all other claims, causes of action, or remedies against Seller arising under or in connection with this Contract, and Seller shall not be liable to Buyer for any type of incidental, punitive, special, exemplary, reliance, indirect or consequential damages, regardless of the

foreseeability of such damages. No trustee, beneficiary, director, officer, shareholder, employee, advisor, agent, attorney, or manager in or of Seller (each, a "Seller Party") has any personal liability, directly or indirectly, under this Contract. Buyer and Buyer's successors and assigns and all other interested parties are entitled only to, and shall only, look to Seller's interest in the Property (and the proceeds thereof) for the payment of any claim or for any performance, and Buyer waives all other rights relating thereto. These limitations are in addition to, and not in limitation of, any other Seller limitation of liability.

(c) Except as otherwise expressly provided in this Contract, the rights and remedies set forth in this Section 8 shall be the sole and exclusive remedies available to Seller and Buyer in the event of a breach or default by the other party of this Contract.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer, that to Seller's current actual knowledge, no special investigation or inquiry having been made:

(a) That the persons executing this Contract on behalf of Seller have full power and authority to execute this Contract, and to bind Seller to the terms hereof;

(b) With the exception of Seller, there are no parties in possession of any portion of the Property, including but not limited to prior tenants, Sonia M. Valdez dba TuCasa Insurance Agency, and Javier Santos dba Maggy's Salon de Belleza;

(c) Seller has, or on or before the Closing Date will have, the corporate power and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite corporate action necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder has been, or on or before the Closing Date will have been taken;

(d) Other than threatened litigation or governmental proceedings initiated by Buyer, Seller has not received written notice of (i) any pending or threatened litigation which would materially and adversely affect the Property, or (ii) governmental proceeding which would materially and adversely affect the Property; and

(e) Seller is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(f) If any representation or warranty above is known by Buyer prior to Closing to be untrue and is not remedied by Seller prior to Closing, Buyer may as Buyer's sole and exclusive remedy, either (i) terminate this Contract whereupon the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (ii) waive its objections and close the transaction. The foregoing representations and warranties shall not survive the Closing.

10. CONDEMNATION: If, prior to the Closing Date, Seller receives written notice that

condemnation proceedings are being commenced against any material portion of the Property by an entity other than Buyer, then Seller shall promptly notify Buyer of such condemnation, and Buyer shall thereafter have, as its sole and exclusive remedy: (a) the option to terminate this Contract within three (3) business days following receipt of said notice by Seller of such event, in which case the parties shall have no further rights or obligations hereunder except as expressly provided herein, and the Earnest Money shall be returned to Buyer, or (b) if Buyer does not elect to terminate this Contract, this Contract shall remain in full force and effect, and in such event Seller shall assign to Buyer any and all condemnation proceeds of such condemnation of the Property, and Buyer shall take title to the Property with the assignment of such proceeds and subject to such condemnation of the Property without reduction of the Sales Price. If Buyer does not elect to terminate within said three (3) business day period following such notice by Seller, Buyer shall be deemed to have waived all rights to terminate pursuant to this Section 10 and this Contract shall remain in full force and effect.

11. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date and also as of the Closing Date:

(a) Buyer has the full right, power, and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on or before the Closing Date will have been, taken.

(b) There are no actions, suits, claims, or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Contract.

(c) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control, Department of the Treasury of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

(d) Notwithstanding anything herein to the contrary, any breach by Buyer of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller may thereupon, at its option, terminate this Contract by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Buyer nor Seller shall have any further rights or liabilities hereunder, except as otherwise provided herein.

12. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) five (5) days after deposit in the United

States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, (iii) when deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for delivery on the next business day, or (iv) upon sending the e-mail to the applicable party's designated e-mail address if sent before the close of business, or the next day if sent by e-mail after the close of business; provided, however, that if a notice is sent by e-mail, the party sending the notice also must send, on the date that the e-mail is sent, a confirmation copy of the notice by one of the other methods set forth in this Section 12(a) (or else such e-mail notice is void). For purposes of this subsection, the addresses of each party shall be that set forth below the signature of such party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision there shall be automatically added to this Contract a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) **THIS CONTRACT AND ITS EXHIBITS CONSTITUTE THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.**

(f) The parties may amend this Contract only by a written agreement of the parties that identifies itself as an amendment to this Contract.

(g) Time is of the essence with this Contract.

(h) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) The parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by e-mail is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

(j) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(k) Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter.

(l) Except as to those obligations which specifically survive the Closing, all of Seller's other obligations hereunder shall merge with the Deed.

13. **ASSIGNMENT**: Neither Party may assign this Contract without the prior written consent of the non-assigning Party, such consent not to be unreasonably withheld, conditioned, or delayed.

14. **NONREFUNDABLE CONSIDERATION**: Notwithstanding anything seemingly to the contrary contained herein, if the Earnest Money is returned to Buyer for any reason other than due to Seller's default hereunder, the sum of \$100.00 shall be retained by Seller as independent consideration (the "Independent Consideration") for Seller's agreement to sell the Property to Buyer in accordance with the terms and conditions provided herein. The Independent Consideration shall be applied against the Sales Price at Closing.

15. **WAIVER OF CONSUMER RIGHTS: BUYER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED, OR SELECTED BY SELLER OR ANY AGENT OF SELLER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (SECTION 17.41, ET SEQ., BUSINESS AND COMMERCE CODE), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY ACKNOWLEDGES TO SELLER THAT BUYER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.**

16. **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES**: If for the

current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the land is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent year, and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

17. **TAX DEFERRED EXCHANGE:** It is agreed between Buyer and Seller that either party may elect to effectuate a tax deferred exchange in accordance with the Internal Revenue Service code, Section 1031. Both parties agree to reasonably cooperate with the other in effectuating said tax deferred exchange. In cooperating with such party, the other party shall incur no additional expense, obligation or liability and there will be no delay in closing.

18. **TENANTS:** Seller represents there are no current tenants on the Property other than Seller, but if a tenant is present, the Seller must relocate any tenants of the Property at its sole cost, expense, and liability prior to Closing.

19. **EFFECTIVE DATE:** The "Effective Date" of this Contract shall be the date an original of this Contract (or original counterparts of this Contract) are executed by both Seller and Buyer and the Title Company acknowledges receipt of this Contract.

20. **WAIVER OF JURY TRIAL: EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.**

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

SELLER:

RENJI JOHN DBA ALPHA OMEGA  
MEDICAL SUPPLIES

Address:

922 Myers Meadow Dr  
Garland TX 75043

By: 

Name: Renji John

Title: Owner

Email: renji4u@hotmail.com

Date: March 20, 2026

BUYER:

**CITY OF GARLAND, TEXAS, A TEXAS  
HOME-RULE MUNICIPALITY**

Address:

PO Box 469002  
Garland, Texas  
Attention: Andy Hesser  
ahesser@garlandtx.gov

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

Name: Michael J. Betz

Title: City Manager

Date: \_\_\_\_\_, 2026

TITLE COMPANY:

Receipt of \$5,000.00 Earnest Money is  
acknowledged in the form of

\_\_\_\_\_  
**Fidelity National Title**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_, 2026

EXHIBITS:

- Exhibit "A" - Legal Description
- Exhibit "B" - Special Warranty Deed
- Exhibit "C" - Lease Agreement

**EXHIBIT "A"**  
**(PROPERTY LEGAL DESCRIPTION)**

**EXHIBIT "B"**  
**(DEED)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

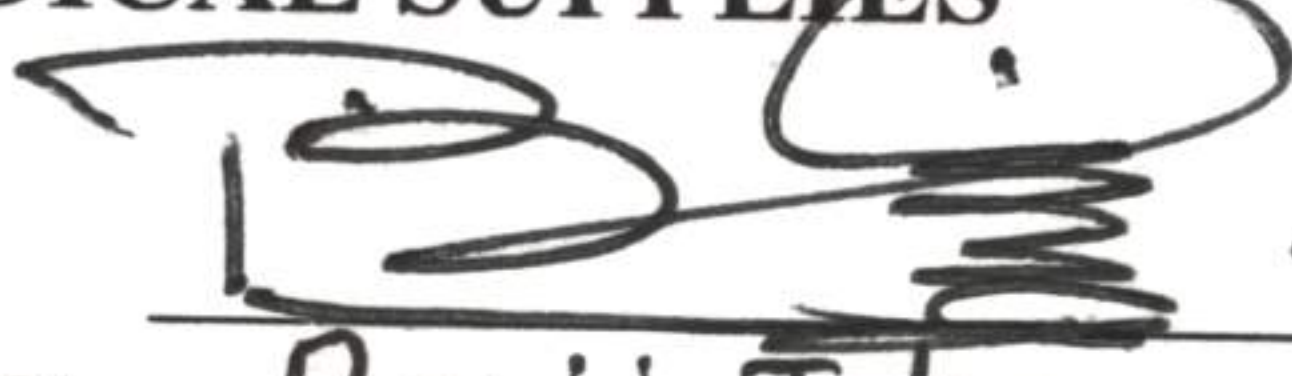
That **RENJI JOHN DBA ALPHA OMEGA MEDICAL SUPPLIES** ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality ("Grantee"), whose address is PO BOX 469002, Attn: Michael J. Betz, Garland, Texas, 75046, the receipt of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto Grantee, all of the real property in Dallas County, Texas, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties., (collectively, "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise.

Effective as of the 20<sup>th</sup> day of March, 2026.

**GRANTOR:**

**RENJI JOHN DBA ALPHA OMEGA  
MEDICAL SUPPLIES**

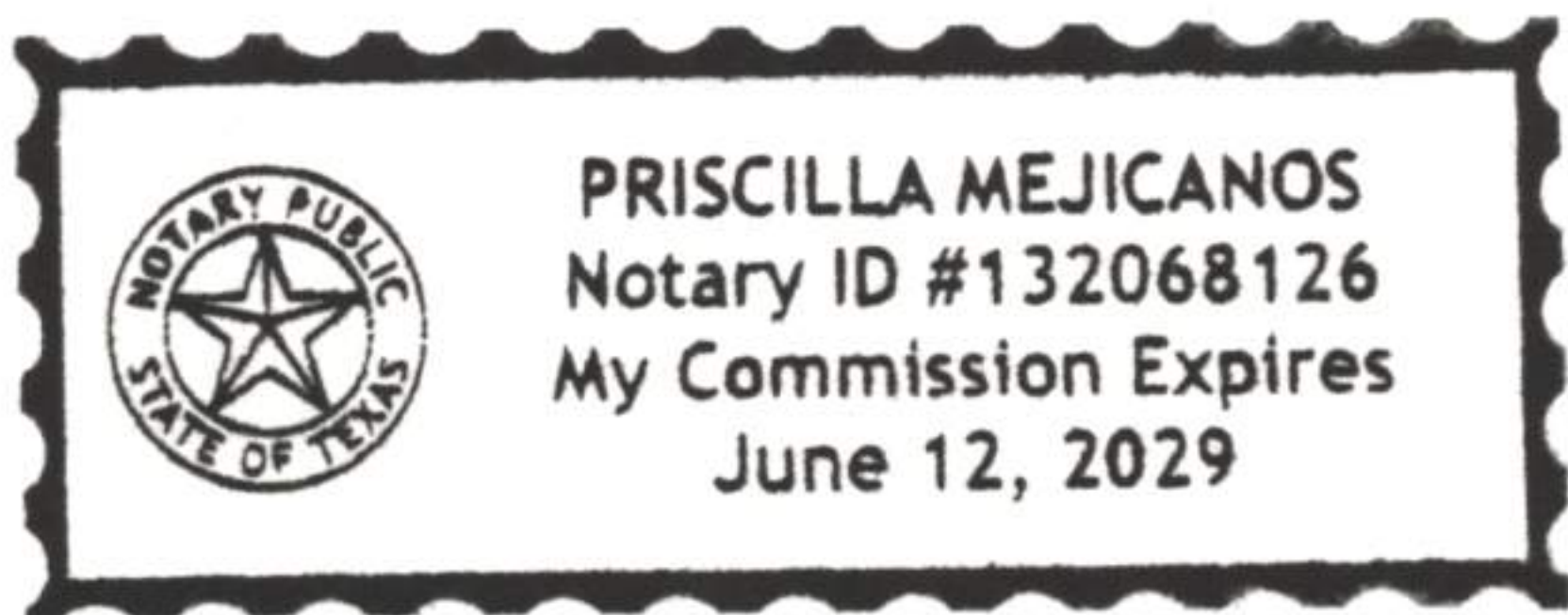
By:   
Name: Renji John  
Title: Owner

**ACKNOWLEDGMENT:**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared John Benji, known to me to be the person whose name is subscribed to the foregoing instrument for and as owner of **RENJI JOHN DBA ALPHA OMEGA MEDICAL SUPPLIES**; and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of March, 2026.



*Priscilla Mejicanos*

\_\_\_\_\_  
Notary Public in and for Dallas County, Texas

**EXHIBIT "A" TO DEED**  
**(Legal Description)**

**EXHIBIT "C"**  
**(LEASE AGREEMENT)**

**LEASE AGREEMENT**

This Lease Agreement ("Lease") is entered into by and between the City of Garland, Texas, a Texas home-rule municipality, as landlord (the "City"), and **Renji John dba Alpha Omega Medical Supplies**, as tenant (the "Lessee").

**Recitals**

The City and Lessee acknowledge and agree that the following preliminary statements are true and correct and that the same are a material part of this Lease:

A. Pursuant to the closing of the Contract for Sale and Leaseback ("Contract"), the City is the owner of the Leased Area.

B. Subject to the Permitted Exceptions, as defined in the Contract, and all applicable laws, rules, regulations, and/or statutes now or hereafter in effect, the City desires to lease to Lessee, and Lessee desires to lease from the City, the Leased Area, as below defined, upon and subject to the terms and conditions hereinafter set forth.

C. This Lease is executed and delivered pursuant to the Contract. In the event any term or provision contained in this Lease is inconsistent with the Contract, the Contract shall control.

**Agreements**

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. DEMISE OF LEASED AREA; CONDITIONS OF OCCUPANCY**

A. The City, for and in consideration of the covenants and promises herein contained to be kept, performed, and observed, has demised and leased and by these presents does hereby demise and lease unto Lessee, and Lessee, for and in consideration of the covenants and agreements herein reserved on the part of the City to be kept and performed, does hereby accept from the City, the property commonly referred to as 3014 S. Shiloh Road, Garland, Dallas County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Leased Area"). The City hereby covenants not to encumber title to the Leased Area and to cooperate with Lessee's efforts to remove, at Lessee's sole cost and expense, any encumbrance to the Leased Area caused by a third-party unrelated to the City.

B. Lessee acknowledges that Lessee has inspected the Leased Area to the complete satisfaction of Lessee and, by entry onto the Leased Area under this Lease, accepts the Leased

Area "AS IS – WHERE IS" with all faults, subject to all interests that effect the Leased Area, save and except any matter which was created by the City unless done so at the request of Lessee. Lessee acknowledges that the decision to lease the Leased Area is based solely upon Lessee's comprehensive inspection of the Leased Area and is not based upon any warranty or representation of the City, or of the City's employees, agents, or representatives with regard thereto. Lessee is not being charged, nor has Lessee made, a security deposit for the occupancy or use of the Leased Area under this Lease. In consideration of the waiver of the payment of a security deposit, Lessee ACKNOWLEDGES THAT THE CITY HAS MADE NO WARRANTY OR REPRESENTATION OF ANY SORT, EXPRESS OR IMPLIED, AS TO THE CONDITION, HABITABILITY, OR USEFULNESS OF THE LEASED AREA AND FURTHER ACKNOWLEDGES THA THE CITY HAS NOT MADE ANY OTHER REPRESENTATIONS TO LESSEE AS TO WHETHER THE LEASED AREA IS FIT AND SATIFACTORY FOR THE USE OR USES INTENDED BY LESSEE. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE WAIVES AND DISCLAIMS ANY CAUSE OF ACTION THAT LESSEE MAY HAVE OR HEREAFTER OBTAIN ARISING FROM THE USE, OCCUPATION, OR CONDITION OF THE LEASED AREA, OR THE EXISTENCE OF THIS LEASE.

C. Lessee acknowledges that the conditions of occupancy, disclaimers, and waivers contained in this Lease are material inducements to the City's agreement to and execution of this Lease and that the City would not have entered into this Lease without those conditions, disclaimers, and waivers. Lessee agrees that those conditions, disclaimers, and waivers shall survive the termination of this Lease and further agrees that Lessee shall never contest, dispute, or disavow the validity of those conditions, disclaimers, or waivers.

#### ARTICLE 2. LEASE TERM

A. Subject to the terms and conditions of this Lease and, unless sooner terminated as provided below, the demise and Lease shall be for a term from the Closing Date, as defined in the Contract, for ninety (90) days (the "Lease Term").

B. Any holding over, use, or occupancy by Lessee after the termination of this Lease or beyond the Lease Term shall not constitute renewal hereof or give Lessee any rights hereunder in or to the Leased Area.

#### ARTICLE 3. LEASE RENT

A. Lessee shall pay to the City, on or before the first business day following the commencement of the Lease Term a rental payment in the amount of One Hundred and No/100 Dollars (\$100.00) ("Lease Rent"). The Lease Rent shall be paid to the City at the City's address as provided on the signature page of this Lease or to such other person or at such other address as the City may from time to time designate in writing. The City may, at its option, bill Lessee for Lease Rent, but no delay or failure by the City in providing such bill shall relieve Lessee from the obligation to pay Lease Rent as provided herein. All payments shall be in the form of wired funds, check, or such other manner agreeable to the Parties.

#### ARTICLE 4. USE AND OCCUPANCY OF LEASED AREA

A. The Leased Area is to be used and occupied solely by Lessee for its continued business and relocation operations, and for no other use or purposes whatsoever without the written consent of the City.

B. Lessee agrees to use and maintain the Leased Area in accordance with all ordinances, regulations, permit requirements, and other laws of the City of Garland and State of Texas that may be applicable to such use and maintenance. This Lease does not provide any zoning classification or any manner change or affect the applicable ordinances (including zoning ordinances) of the City. Any violation of such ordinances, regulations, or permit requirements shall constitute a breach of this Lease by Lessee, for which the City shall be entitled to take appropriate action if such violation is not cured within the time period provided in this Lease.

C. Lessee shall maintain, or cause to be maintained, the Leased Area at all times during the Lease Term in good condition and repair, and in a safe, neat, and attractive condition, and shall not permit the accumulation of trash or debris within the Leased Area. The Leased Area shall be regularly mowed, weeded, and appropriately landscaped for the season, as applicable.

D. Lessee agrees that it will not make or allow to be made, any unlawful, improper, or offensive use of the Leased Area that would violate the law of the United States or the State of Texas, or any ordinances of the City. Lessee shall be subject to the terms and penalties association with the violation of any ordinances, regulations, permit requirements, or other laws, in addition to the provisions of this Lease. The enforcement of any ordinance, regulation, permit requirement, and other law is not exclusive of the enforcement of any provision of this Lease even if the conduct providing the basis of the violation(s) is the same.

E. All personal property placed in or on the Leased Area shall be at the sole risk of Lessee or the owner of such personal property. Lessee shall be responsible or shall cause a third-party to be responsible, at no cost or expense to the City, for all maintenance, repair, and replacement of Leased Area Improvements, and shall promptly repair all damages to such Leased Area in a good, workmanlike, and attractive manner.

F. The City retains the right to make regular or special inspections of the Leased Area in a commercially reasonable manner to ensure that the Leased Area Improvements are being maintained and used in accordance with the terms of this Lease and that all terms of this Lease are being upheld.

G. Lessee shall commit no waste of the Leased Area and shall be responsible for any damages to the Leased Area caused by the activities of Lessee, its agents, employees, guests, and invitees. Lessee may not discharge any waste or hazardous materials on the Leased Area. Any use of fertilizers, herbicides, pesticides, or other hazardous or regulated chemicals by Lessee shall be done in strict accordance with all applicable federal, state, and local laws.

H. Lessee shall assume and pay when due all charges for water, gas, power, telephone, light, and any other utility services accruing or payable in connection with its occupancy of the

Leased Area, including deposits, connection fees or charges, and equipment rental required by the supplier of any such utility service.

#### ARTICLE 5. LEASED AREA IMPROVEMENTS

A. The City and Lessee acknowledge the existence of improvements on the Leased Area: specifically a multi-suite office and retail building.

B. In accordance with the terms above, Lessee shall maintain the improvements in a good, workmanlike, and attractive manner. Lessee shall not have the right to construct additional improvements on the Leased Area or to expand the existing improvements.

C. At the termination of this Lease, title to the Leased Area Improvements and facilities fixed to the Leased Area, and any fixtures or appurtenances in connection therewith, shall remain the property of the City.

#### ARTICLE 6. INDEMNITY; INSURANCE

A. Lessee agrees to indemnify, defend, and hold harmless the City and all of its present, future, and former agents, employees, officials, and representatives in their official, individual, and representative capacities from and against any and all liability created by, arising from, or in any manner relating to the use, condition, or occupancy of the Leased Area, save and except any liability imposed as a result of the City's intentional acts. As used herein, the term "liability" includes, but is not limited to, any and all claims, demands, causes of action, judgments, liens, and expenses (including attorney's fees, whether contractual or statutory), costs, and damages (whether common law or statutory, and whether actual, punitive, consequential, or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal). The indemnity provided herein expressly includes any liability arising through the doctrine of strict or products liability and any liability arising under the constitutions of the United States or Texas. The indemnity provided herein also expressly includes liability arising from the negligence (but not gross negligence or intentional misconduct) of the City to the extent BUT ONLY TO THE EXTENT that liability is related to the use or condition of the Leased Area.

B. Lessee agrees to carry, during the Lease Term, comprehensive general liability insurance insuring against bodily injury (including death) and property damage with a company or companies qualified to do business and to write insurance in the State of Texas of the types and in the minimum amounts set forth in Exhibit "B", attached to this Lease and made a part of this Lease for all purposes. The policy or policies shall name the City as an additional insured. The cost of the premiums for all such policies shall be paid by Lessee. The policy or policies shall bear an endorsement providing at least thirty (30) days written notice to the City of cancellation, non-renewal, or material change.

#### ARTICLE 7. MISCELLANEOUS

A. Default under Lease. Notwithstanding any matter to the contrary, Lessee shall not

be in default of any of Lessee's obligations under this Lease until Lessee shall have received written notice and twenty (20) days to cure such defaults and, if the default cannot be cured within twenty (20) days, so long as Lessee is diligently pursuing curing the default, Lessee may have as much additional time as necessary to cure the default, not to exceed ninety (90) days. The City and Lessee may enforce any and all rights and remedies at law or available to such party.

B. Liquidated Damages for Breaches Subject to Cure. If Lessee fails to meet, comply with, or perform, any of Lessee's obligations under this Lease, or otherwise materially breaches any provision of this Lease for any reason other than breach of this Lease by the City after such written notice and opportunity to cure, then the City may assess liquidated damages against Lessee in the sum of Two Hundred and No/100 Dollars (\$200.00) for each such failure or breach. The parties agree that the City's actual damages arising from Lessee's breach of its obligations under this Lease are difficult to calculate and that the sum of \$200.00 adequately represents the amount of those actual damages and does not represent a penalty. The City may exercise its option of liquidated damages without prejudice to or waiver of any other remedy available at law.

C. Assignment of Lease. Lessee may not assign and/or sublet all or any portion of the Leased Area without the City's prior, written consent, such consent to be given or not given in the City's sole and absolute discretion. Any attempt to assign this Lease without the prior, written consent of the City shall be null and void.

D. Subordination, Non-Disturbance, and Attornment. The City agrees to cooperate with Lessee's lienholder, if any, and use good faith efforts to execute and deliver a non-disturbance and attornment agreement in favor of Lessee's lienholder or any future owner, successor, or assignee of Lessee, or their respective representatives, on terms reasonably acceptable to all parties thereto.

E. Bankruptcy. Subject to the provisions of the United States Bankruptcy Code, as amended, if Lessee (i) files a voluntary petition in bankruptcy; (ii) is adjudged bankrupt either upon the voluntary petition in bankruptcy of Lessee or upon the involuntary petition of creditors of Lessee; (iii) seeks a remedy afforded by any statute of the United States related to bankruptcy; (iv) makes an assignment for the benefit of its creditors; (v) has a receiver appointed over its assets; or (vi) has an attachment levied that is permitted to remain for a period of more than sixty (60) days upon any interest of Lessee under this Lease, then all interest of Lessee in this Lease shall, at the sole option of the City, terminate upon ninety (90) days written notice to Lessee, and the City may thereafter enter and take possession of the Leased Area.

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

G. Waiver. Either the City or Lessee shall have the right to waive any requirement contained in this Lease that 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.

H. Governing Law; Venue. This Lease 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 under this Lease shall be in a court of competent jurisdiction in Dallas County, Texas.

I. Paragraph Headings; Construction. The paragraph headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Lease, and this Lease shall not be construed either more or less favorably for or against any party.

J. Complete Agreement. This Lease, the Contract, and Exhibits to each contain the entire agreement between the City and Lessee with respect to the Leased Area and, except as set forth herein and in written instruments executed in connection herewith, neither the City nor Lessee has made any agreements, covenants, warranties, or representations of any kind or character, express or implied, oral or written, with respect to the Leased Area, including without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Leased Area, expenses to be incurred in connection with the Leased Area or with respect to any other conditions, facts, or requirements relating or pertaining to the Leases Area.

K. Binding Effect. Except as limited herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective assignees, sublessees, successors, and assigns.

L. Gender. Within this Lease, 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.

M. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

N. Exhibits. All exhibits to this Lease are incorporated into this Lease by reference and made a part of this Lease for all purposes wherever reference is made to the same.

O. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Lease 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 Lease. Neither party has the authority to enter into contacts or to assume any obligations for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Lease relating to the indemnification of employees, agents, and representatives of the

City, there are no third-party beneficiaries to this Lease and no third-party beneficiaries are intended by implication or otherwise.

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

Q. Notices. Any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Lease shall be in writing and shall be given or made or communicated by personal delivery, by United States registered or certified mail, return receipt requested, or by prepaid FedEx or other nationally recognized overnight delivery service addressed to the following addresses set forth below:

If to the City: City Manger  
City of Garland, Texas  
200 N. Fifth Street  
Garland, Texas 75040

with a copy to: Office of the City Attorney  
City of Garland, Texas  
PO Box 469002  
Garland, Texas 75046

If to Lessee: Renji John dba Alpha Omega Medical Supplies  
Attn: Renji John  
922 Myers Meadow Dr  
Garland TX 75043

with a copy to: Renji John  
922 J Myers Meadow Dr  
Garland TX 75043

R. No Waiver of Immunity. Nothing in this Lease shall constitute, or is intended to constitute, a waiver of any immunity or defense to suit or liability for damages which may be available to the City as a Texas municipal corporation, home rule municipality, or subdivision of the State of Texas.

This Lease is executed to be effective as of the Effective Date.

[Signatures on following pages]

**SEPARATE SIGNATURE PAGE OF THE CITY OF GARLAND**

**The City of Garland, Texas,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Name: Michael J. Betz  
Title: City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me, the undersigned notary, on \_\_\_\_\_, 2026 by Michael J. Betz, the City Manager of the City of Garland, Texas, a Texas home-rule municipality, on behalf of such entity.

[SEAL]

Notary Public in and for the State of Texas

My commission expires:

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_

SEPARATE SIGNATURE PAGE OF Renji John dba Alpha Omega Medical Supplies

Renji John dba Alpha Omega Medical Supplies

By: 

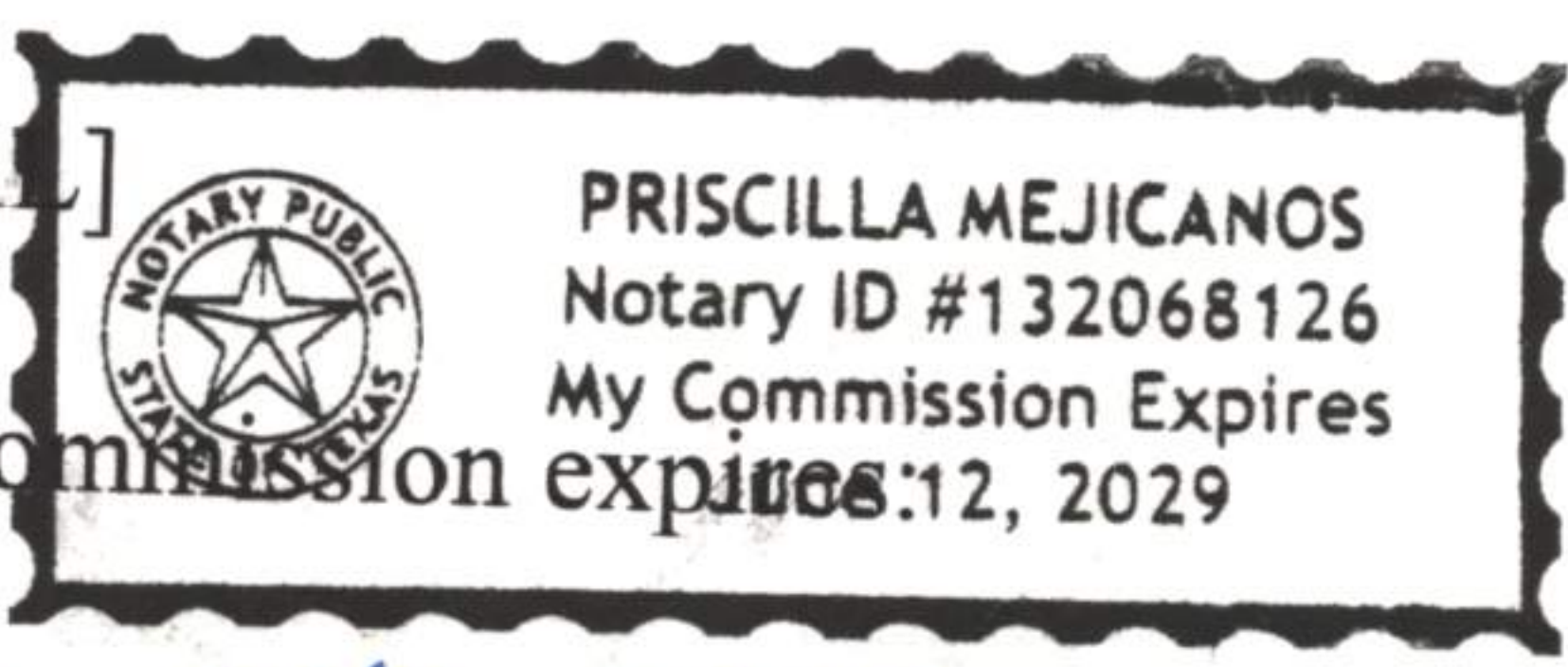
Name: Renji John

Title: Owner

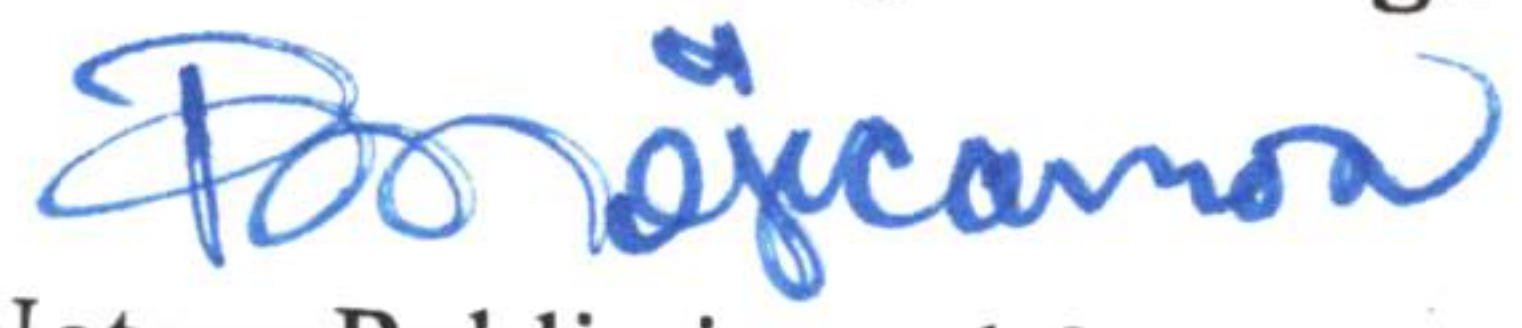
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me, the undersigned notary, on March 20th, 2026 by Renji John the owner of Renji John dba Alpha Omega Medical Supplies on behalf of such entity.

[SEAL]



June 12th 2029



Notary Public in and for the State of Texas

Priscilla Mejicanos

Printed Name of Notary Public

**EXHIBIT "A" to the Lease Agreement**

**Legal Description**

## EXHIBIT "B" to the Lease Agreement

### Insurance Requirements

#### INSURANCE REQUIREMENTS

Tenant shall maintain the following insurance coverages throughout the term of the Lease:

Line of Coverage	Coverage Requirements	Minimum Limits
Commercial General Liability	Premises & Operations; Contractual Liability; Personal & Advertising Injury; Products/Completed Operations (if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	Owned, Hired, and Non-Owned Vehicles (if applicable)	\$1,000,000 combined single limit per accident
Workers' Compensation Employers Liability	In accordance with Texas law	Statutory  \$500,000 each accident \$500,000 disease – policy limit \$500,000 disease – each employee

#### ADDITIONAL REQUIREMENTS:

- The City of Garland, Texas, including its officers, officials, employees, and volunteers, shall be named as additional insureds on Commercial General Liability and Automobile Liability policies.
- Coverage shall be primary and non-contributory with respect to any insurance maintained by the City.
- All policies shall include a waiver of subrogation in favor of the City.
- Tenant shall provide certificates of insurance and required endorsements prior to occupancy and upon renewal.
- Failure to maintain required insurance shall constitute a material breach of the Lease.
- Nothing herein shall be construed as a waiver of governmental immunity under Texas law.



# GARLAND

## CITY COUNCIL STAFF REPORT

6.a

**Meeting Date:** April 7, 2026

**Title:** Consider a request by ZoneDev, requesting approval of a change in zoning from Single-Family-7 (SF-7) district to Planned Development (PD) district Neighborhood Services (NS) district (PD-NS) zoning to allow for certain Neighborhood Services district uses and modify certain development standards. The site is located at 820 West Miller Road in District 5.

**Submitted by:** Elisa Morales, Administrative Services Manager

**Strategic Focus Area:** Growing Economic Base

### Issue / Summary

Hold a public hearing and consider approval of a change in zoning from Single-Family-7 (SF-7) district to Planned Development (PD) district Neighborhood Services (NS) district (PD-NS) zoning to allow for certain Neighborhood Services district uses and modify certain development standards.

### Background

#### **PLAN COMMISSION RECOMMENDATION**

On March 9, 2026, with an eight (8) to zero (0) vote, the Plan Commission recommended approval of a change in zoning from Single-Family-7 (SF-7) district to Planned Development (PD) district Neighborhood Services (NS) district (PD-NS) zoning to allow for certain Neighborhood Services district uses and modify certain development standards with the condition to only allow Convenience Store (1,000-5,000sf) uses with the approval of a Specific Use Provision (SUP).

#### **LOCATION**

820 West Miller Road

#### **APPLICANT**

Maxwell Fisher

#### **OWNER**

1Group Holdings, LLC

#### **BACKGROUND**

The subject property is developed with an existing church and is zoned Single-Family-7 (SF-7) district. The church, Iglesia Cristiana Eben-Ezer Pentecostes is still operating. However, their lease terminates at the end of 2027. The applicant is requesting to rezone the property to a Planned Development (PD) district with a base zoning of Neighborhood Services (NS) District. Proposed deviations from the NS District standards include modifications to permitted uses and landscaping requirements.

#### **SITE DATA**

The subject site is a 0.98-acre tract of land with three buildings, as well as an off-street parking lot. The main building is currently used as the auditorium and office space for the existing church, while the second building

in the back is used for residential purposes for the church staff. The third building is used as a shed. Two of the existing buildings will be converted into commercial buildings in the future while the shed will be removed. The site is accessible from West Miller Road to the north.

### **USE OF PROPERTY UNDER CURRENT ZONING**

The site is zoned Single-Family (SF-7) district which is intended to provide low-density single-family development as well as a variety of low intensity services to create sustainable neighborhoods. The primary building is used as a church. A secondary building located at the rear of the property has been used as a parsonage for church staff, and the third accessory structure on the site is a shed.

### **CONSIDERATIONS**

1. The PD district will have the Neighborhood Services (NS) district as the base zoning.
2. The applicant requests that a Convenience Store (1,000–5,000 sq. ft.) use be permitted by right. An SUP is typically required to allow this use under the Neighborhood Services (NS) district.
3. The applicant requests that Mobile Food Truck Park uses be permitted with approval of a Specific Use Provision (SUP). This use is not typically permitted at all under the Neighborhood Services (NS) district.
4. The applicant proposes to prohibit the following uses within the PD District: Laundry, Self-Serve (Laundromat); Outside Display, New Materials; and Transit Station, Public. Under the Neighborhood Services (NS) district, Outside Display, New Materials and Transit Station uses would typically be permitted by right, and Laundry, Self-Service (Laundromat) would usually require an SUP.
5. No concept plan will be tied to this rezoning request.

### **SITE DEVELOPMENT STANDARDS**

1. The existing accessory building on site is not permitted under commercial zoning districts. It will be removed prior to the issuance of a Certificate of Occupancy for the other structures.
2. A minimum of six ornamental trees shall be planted along Miller Road. In the event of a conflict due to overhead utilities, a continuous row of evergreen shrubs shall be installed to satisfy the requirement. New development on this property would typically be required to provide a 15-foot landscape buffer, including canopy trees and seven (7) shrubs per 30 linear feet. However, because the property is legally nonconforming, no landscaping modifications are required. Notwithstanding this exemption, the applicant has proposed enhancements to the existing landscaping.
3. The applicant will be required to increase the width of the existing fire lane from 20 feet to 24 feet to meet current Fire Department standards.
4. The applicant proposes a six-foot-tall screening wall along the property line adjacent to the single-family development. City standards require canopy trees to be installed in conjunction with the screening wall; however, this may not be feasible due to overhead utilities. To satisfy the GDC requirements, the applicant will be required to submit an Alternative Design Request, which will be reviewed by staff prior to the issuance of a Certificate of Occupancy, in accordance with Section 4.39 of the GDC.
5. The existing buildings are legal nonconforming structures, as they do not meet the required 20-foot setback between commercial buildings and residential zoning districts. However, because the buildings were constructed prior to the implementation of these requirements, they may continue to be used in their current legal nonconforming status.

### **COMPREHENSIVE PLAN**

The Future Land Use Map of the Envision Garland Plan recommends Traditional Neighborhoods for the subject site. Traditional neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing. Traditional neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are

compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking.

The Neighborhood Services (NS) district is compatible with the Traditional Neighborhoods designation, as it permits small-scale retail, service, and office uses consistent with uses allowed under the NS district. Given the surrounding development pattern and the site's proximity to existing single-family residences, the applicant has further restricted the permitted uses to ensure compatibility with nearby homes while still providing services that support the surrounding neighborhood and the Jon Comer Skate Park. The proposed additional landscaping enhances walkability and placemaking experience while helping to mitigate potential impacts. No substantial changes to the site layout are proposed, and the request maintains compatibility with adjacent uses. Overall, the rezoning request is consistent with the Comprehensive Plan and supports the pedestrian-friendly development patterns envisioned for Traditional Neighborhoods.

### **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The property to the north is zoned Planned Development (PD) 82-94 District with a Community Retail (CR) District base zoning and is developed with an existing Automobile Repair, Minor use. This automobile use is part of a larger commercial block that follows the same PD 82-94 zoning classification. The properties to the west, south, and east are zoned Single-Family (SF-7) district. The properties to the south and east are occupied by the Jon Comer Skate Park, while single-family detached homes are located along the western property line.

The proposed PD District is intended to provide needed services to nearby residents and skate park visitors within walking distance, promoting pedestrian accessibility and placemaking. The applicant proposes enhanced landscaping in addition to complying with standard residential adjacency mitigation requirements to minimize potential impacts on nearby properties. The requested zoning is compatible in intensity with surrounding properties, and appropriate mitigation measures will be implemented.

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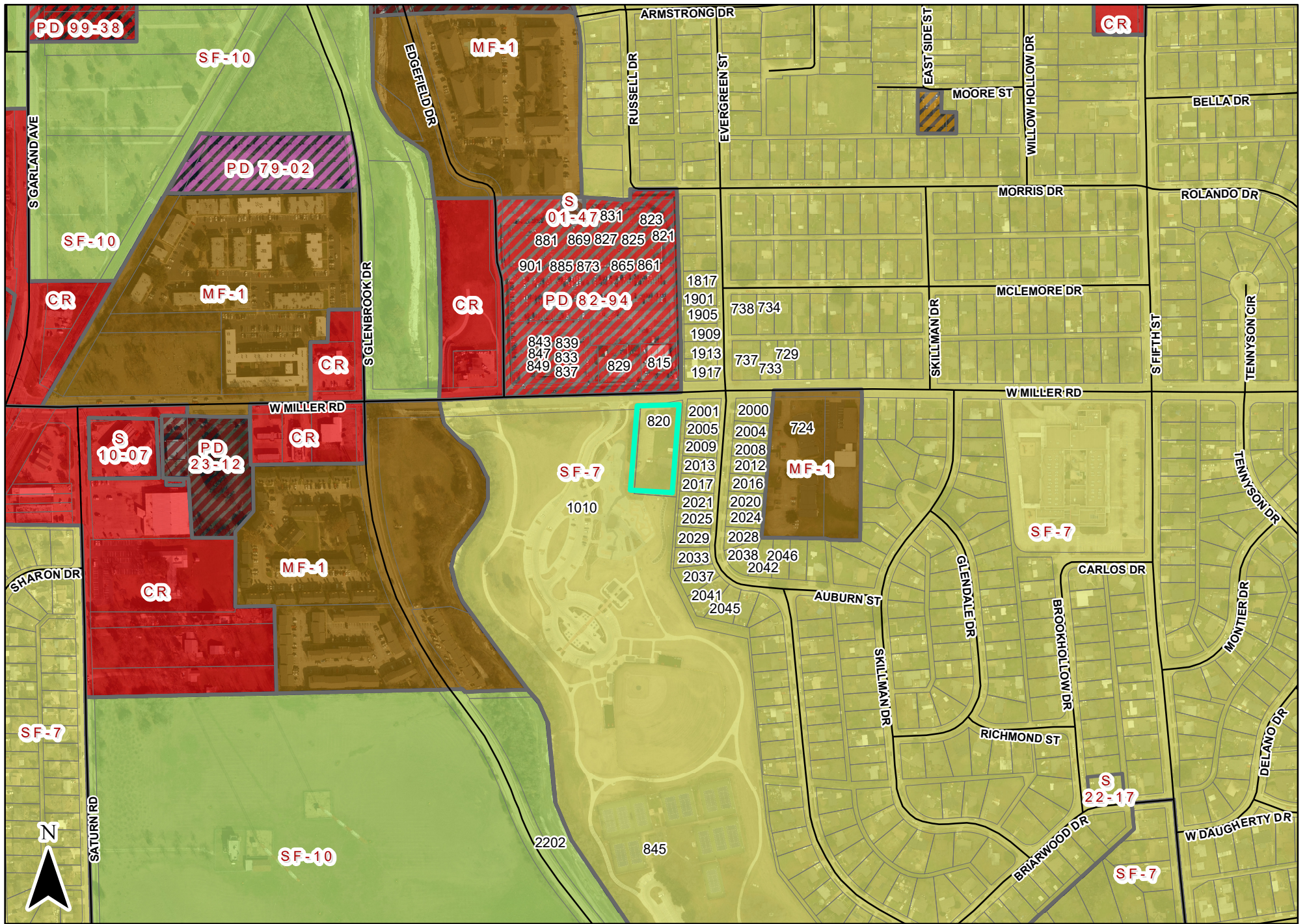
### **Consideration / Recommendation**

Staff recommends approval of the rezoning request, subject to the condition that Convenience Store (1,000–5,000sf) use be permitted only with approval of a Specific Use Provision (SUP). The proposed base zoning of Neighborhood Services (NS) district is compatible with the Comprehensive Plan designation for the site. Additionally, the applicant has further restricted the permitted uses by prohibiting certain uses that would otherwise be allowed under the NS district and has proposed enhanced landscaping along the West Miller Road frontage to improve the streetscape and enhance walkability. Prior to the issuance of a Certificate of Occupancy, the site must comply with all provisions of the Planned Development (PD) District, as well as all applicable development standards, including but not limited to residential adjacency screening, parking requirements, and fire code regulations.

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### **Attachments**

- A. Z 26-01 Location Map
- B. Z 26-01 Photos
- C. Z 26-01 PD Conditions
- D. Z 26-01 Written Narrative
- E. Z 26-01 R&M
- F. Z 26-01 CC Responses\_Redacted
- G. Z 26-01 Staff Presentation



0 425 Feet

1 inch = 425 feet

# ZONING MAP Z 26-01

INDICATES AREA OF REQUEST

820 W Miller Rd

Z 26-01



Facing South east viewing site



Facing South West viewing site



Second building and shed on site



Open space behind main building

**PLANNED DEVELOPMENT CONDITIONS**

**ZONING FILE Z 26-01**

**820 West Miller Road**

- I. Statement of Purpose:** The purpose of this Planned Development (PD) is to change the zoning from Single-Family-7 district (SF-7) to Planned Development-Neighborhood Services district (PD-NS) to allow for certain Neighborhood Services district uses and modify certain development standards.
- II. Statement of Effect:** This Planned Development amendment shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Neighborhood Services district as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

**IV. Development Plan:**

Concept Plan: A concept plan depicting existing and proposed site improvements is not required as an exhibit to this Planned Development.

**V. Specific Conditions:**

Uses: All uses in the NS district are permitted with the exception of the below uses:

- A Convenience Store (1,000 s.f. - 5,000s.f.) is allowed by right
- A Convenience Store (1,000 s.f. - 5,000 s.f.) is only permitted upon approval of an SUP [Staff and Plan Commission Recommendation]
- A Mobile Food Truck Park is only permitted upon approval of a Specific Use Provision (SUP)
- A Laundry, Self-Serve (Laundromat) is prohibited
- An Outside Display, New Materials use is prohibited
- A Transit Station Public use is prohibited

Landscaping: A minimum of six (6) ornamental trees are required within the landscape buffer along Miller Road. If authorization to plant ornamental trees is denied due

to conflict with the overhead utilities, this requirement may be satisfied by installing a continuous row of evergreen shrubs or ornamental grasses (or combination thereof) within the front yard.

Accessory Structure: The existing shed shall be removed from the property prior to issuance of a new certificate of occupancy for any use other than a church.

**Description of Request**  
**820 W. Miller Road**

On behalf of 1GroupHoldings, LLC, ZoneDev requests approval of a change of zoning from Single-Family-7 District to a Planned Development District based on NS - Neighborhood Services on the property located at 820 W. Miller Road. The property contains three structures with the single-story, 2,758-square foot main building along Miller Road. There is also a single-story 1,464-square foot building in the back along with a small accessory structure for storage. The property is served by two drive approaches on Miller Road providing primary vehicular access to a parking lot located in the western half of the property behind the primary building.

The building along Miller Road is occupied by a church. The property owner's lease with the church runs through the end of 2027. The landowner would like to secure flexibility in future re-occupation of the property by changing the zoning to allow neighborhood services. The back building would be made available to a separate tenant. Both tenants would share the approximate on-site 24-space surface parking lot. The third accessory building would be removed as part of any re-occupation with a NS use.

The NS District is considered appropriate in proximity to single family. A Planned Development District will allow for adjustment of permitted uses allowed in the NS District that best support the Jon Comer Skate Park, the Rick Oden Park, and the neighborhood. Possible businesses include, but are not limited to, personal services, retail store, restaurant, or office, or combination thereof given there are two available buildings.

A minimum six-foot tall perimeter screen is required along the boundary with the single-family to the east. There is an overhead utility line near the eastern boundary. Upon re-occupation with a different NS use, the property owner would construct a 6-foot screen, in compliance with perimeter screening options of the GDC. Also, the existing fire lane will be modified from 20 to 24 feet in width. Consequently, the parking will be adjusted to accommodate the fire lane modification. Although the scope of improvements does not necessarily trigger landscaping compliance, the applicant is agreeable to install ornamental trees along Miller Road to improve the property aesthetics.

If the zoning is changed to a non-residential district, such as the Neighborhood Services District, the minimum building setback for a non-residential building adjacent to a single family district is 20 feet. The primary building is 19.8 feet from the eastern property abutting the single family district, while the rear building is 4.1 feet from the eastern property line. These buildings would be non-conforming but could be re-used in their current footprint. Any re-development would be subject to the minimum 20-foot building setback. There is also a public right-of-way area (but no alley), providing an additional buffer, between the eastern property line and the residential properties to the east.

**Description of Request**  
**820 W. Miller Road**

The change of zoning aligns with the goals of Envision Garland. The development of the skate park has changed the character of the neighborhood and appropriate zoning for adjacent properties. The change of zoning will provide the opportunity to bring retail and services that compliment the park and associated activities, and the greater community.

## REPORT & MINUTES

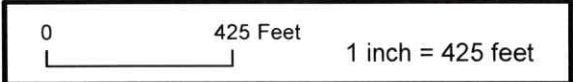
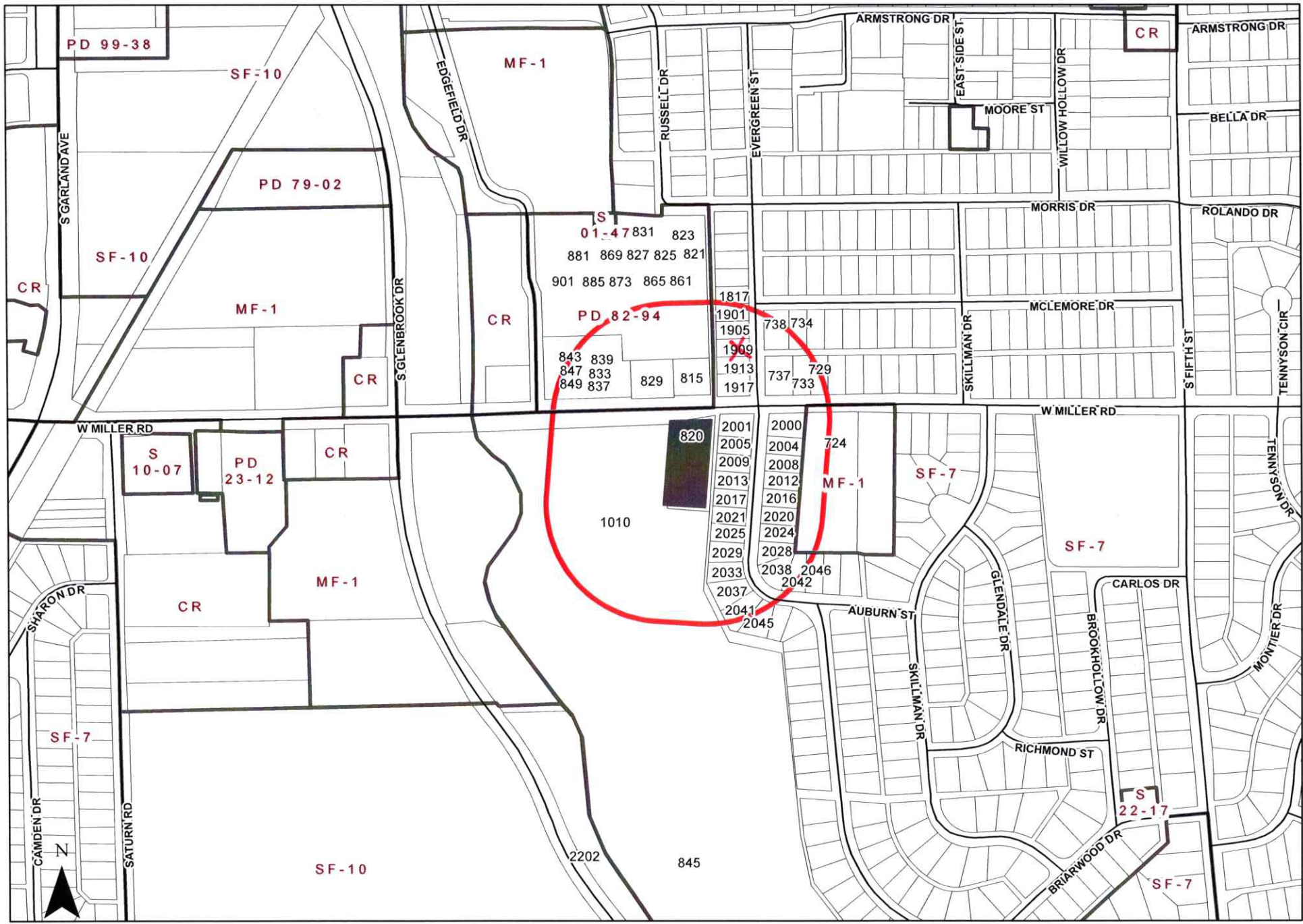
### P.C. Meeting, March 9, 2026

**2a. APPROVED** Consideration of the application of **ZoneDev**, requesting approval of a change in zoning from Single-Family (SF-7) district to Planned Development (PD) district Neighborhood Services (NS) district (PD-NS) zoning to allow for certain Neighborhood Services district uses and modify certain development standards. The site is located at 820 West Miller Road. (District 5) (File Z 26-01)

Stewart Starry, Planner II, presented the request to the Commission and remained available for questions.

The applicant, Maxwell Fisher, 2502 Grandview Drive, Richardson, TX 75080, provided an overview of the request and remained available for questions.

**Motion** was made by Commissioner Jones to close the public hearing and **approve** the application with the conditions presented by Staff. Seconded by Commissioner Miranda.  
**Motion carried: 8 Ayes, 0 Nays.**



# ZONING MAP Z 26-01

 INDICATES AREA OF REQUEST  INDICATES NOTIFICATION AREA

820 W Miller Rd

**Comment Form  
Case Z 26-01**

Complete form and email to [Planning@garlandtx.gov](mailto:Planning@garlandtx.gov), deliver to Planning Department at 800 Main Street; or mail to City of Garland Planning Department, P.O. Box 469002 Garland, TX 75406-9002 / Complete el formulario y envíelo por correo electrónico a [Planning@garlandtx.gov](mailto:Planning@garlandtx.gov), entregue al Planning Department en 800 Main Street; o envíelo por correo al City of Garland Planning Department, P.O. Box 469002 Garland, TX 75406-9002 / Vui lòng điền đầy đủ thông tin vào mẫu đơn và gửi email đến [Planning@garlandtx.gov](mailto:Planning@garlandtx.gov), giao hàng tới Planning Department Tại 800 Main Street; hoặc gửi thư đến City of Garland Planning Department, P.O. Box 469002 Garland, TX 75406-9002

Please check one / Por favor haga una selección / Vui lòng kiểm tra một

In Favor / A Favor / ủng hộ

Against / En Contra / Chống lại

Margarito and Margarita Gonzalez

Property/Business Owner or Tenant Name & Title / Nombre y Título del propietario o inquilino de la propiedad/negocio / Tên và chức danh

Property address / Dirección de la propiedad / Địa chỉ Bất động sản

Garland, Tx. 75040

City, State, Zip Code / Ciudad, Estado, Código Postal / Thành phố, Tiểu bang, Mã bưu chính

Margarito Gonzalez Margarita Gonzalez March 1, 2011

Signature / Firma / Chữ ký

Date / Fecha / Ngày

The comments below reflect my opinion regarding proposal / Los comentarios a continuación reflejan mi opinión sobre la propuesta / Các bình luận bên dưới phản ánh quan điểm của tôi về đề xuất này

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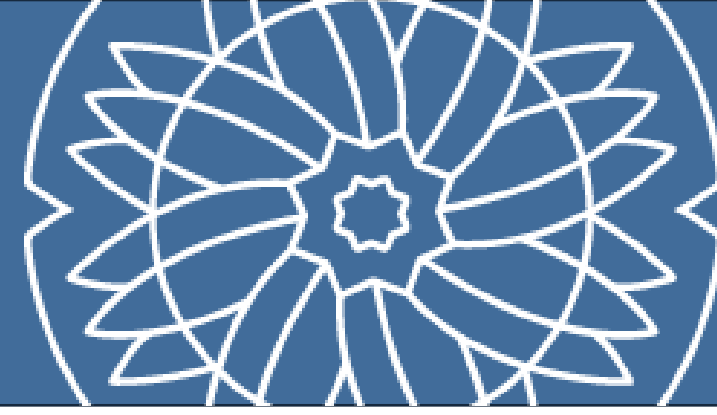


**GARLAND**

# City Council Meeting

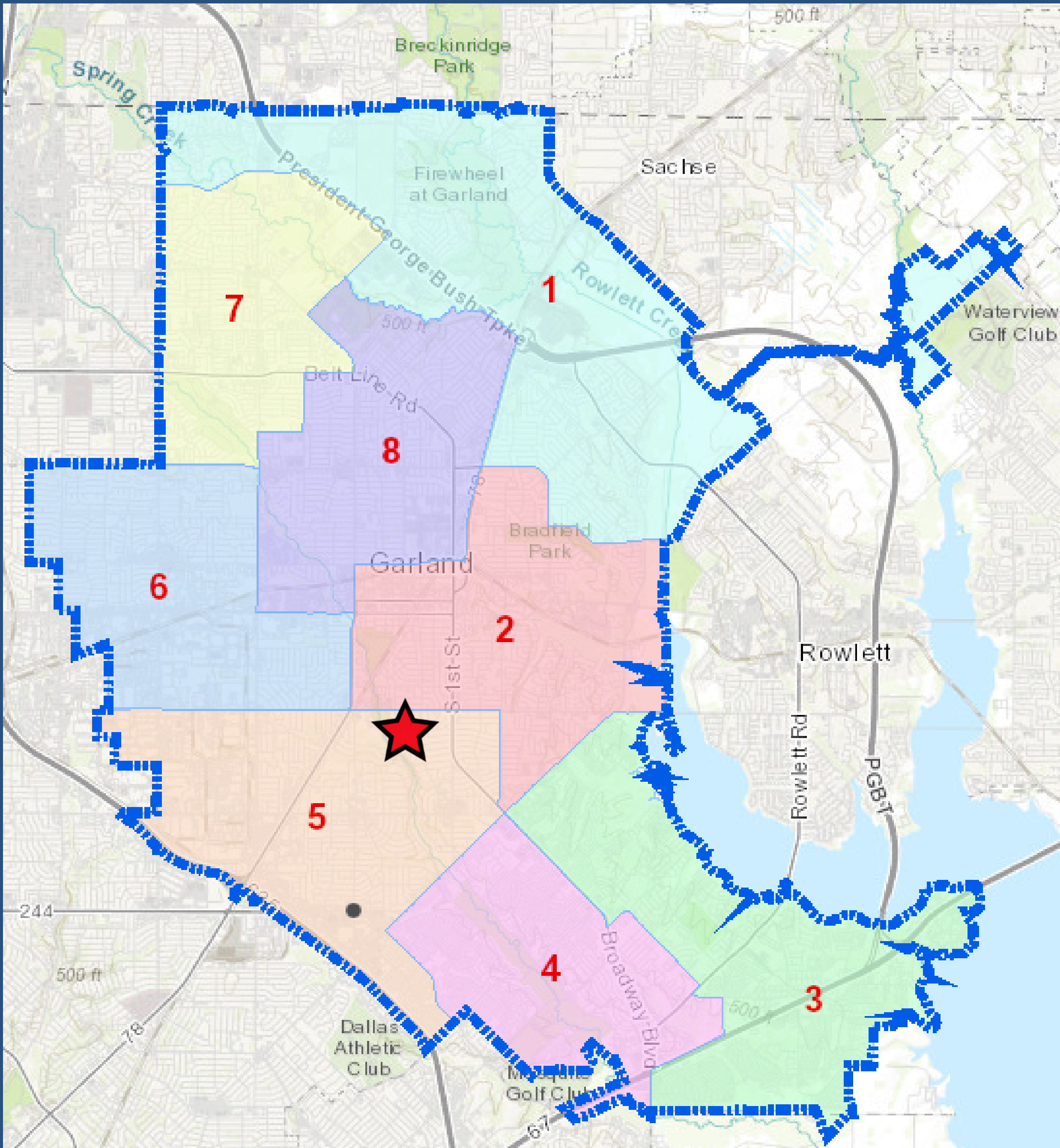
April 7, 2026





# Request

The applicant requests a change in zoning from Single-Family-7 (SF-7) to **Planned Development (PD) district Neighborhood Services (NS) district** to allow for certain NS uses and modify certain development standards.



# Case Information

**Location:** 820 W. Miller Road

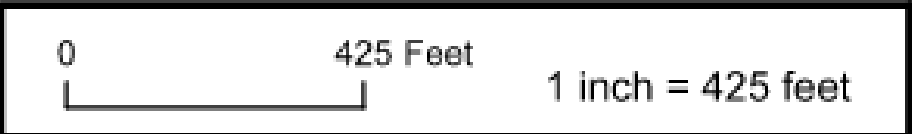
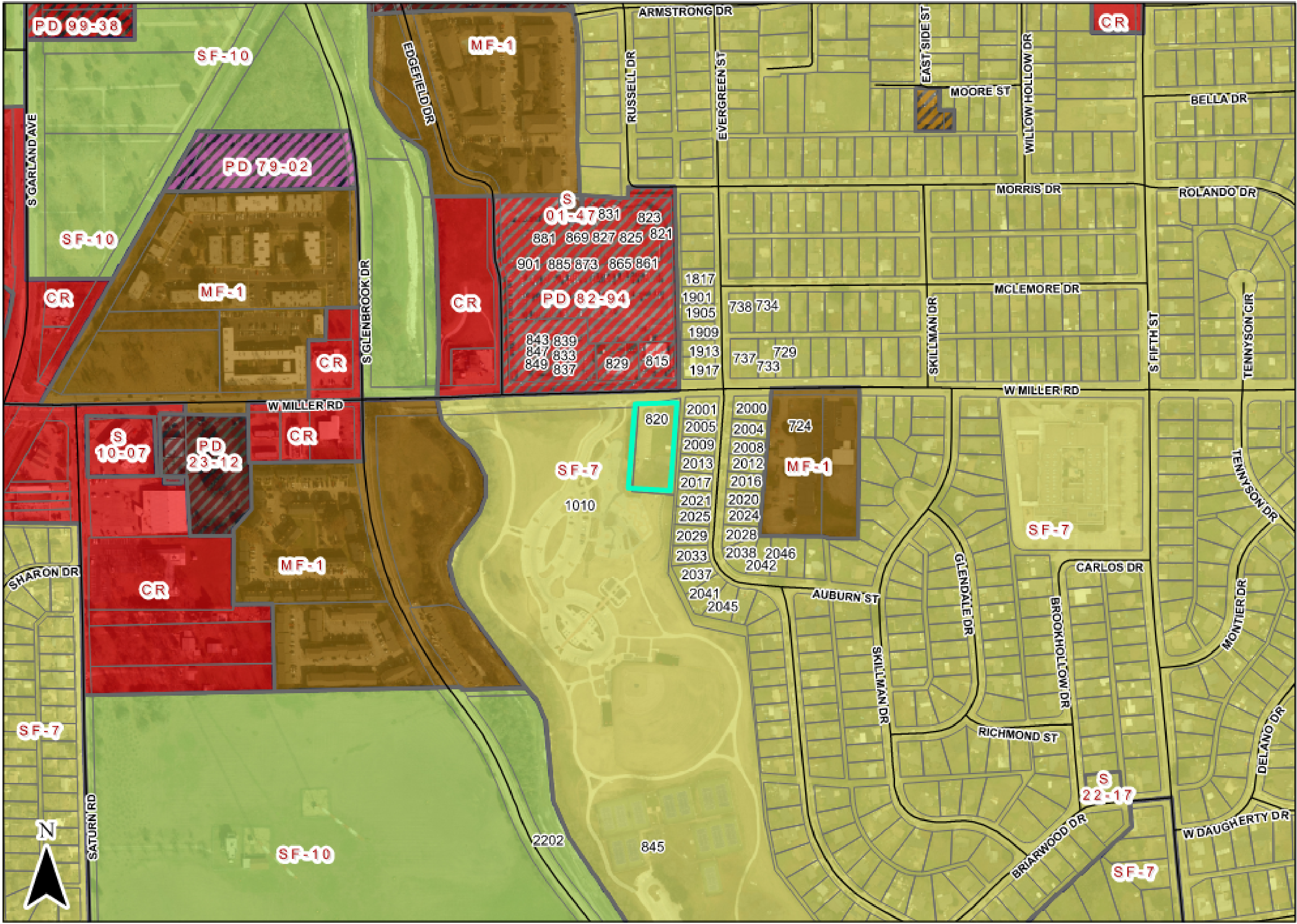
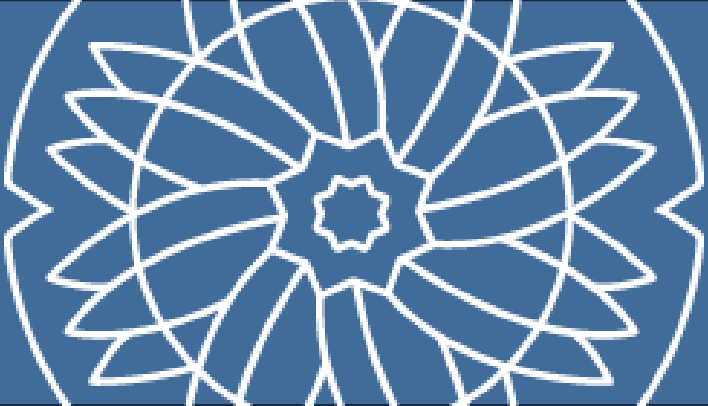
**Applicant:** Maxwell Fisher

**Owner:** 1Group Holding, LLC

**Acreage:** 0.98 acres

**Zoning:** Single Family (SF-7) District

# Location Map



## ZONING MAP Z 26-01

INDICATES AREA OF REQUEST

820 W Miller Rd

# Comprehensive Plan

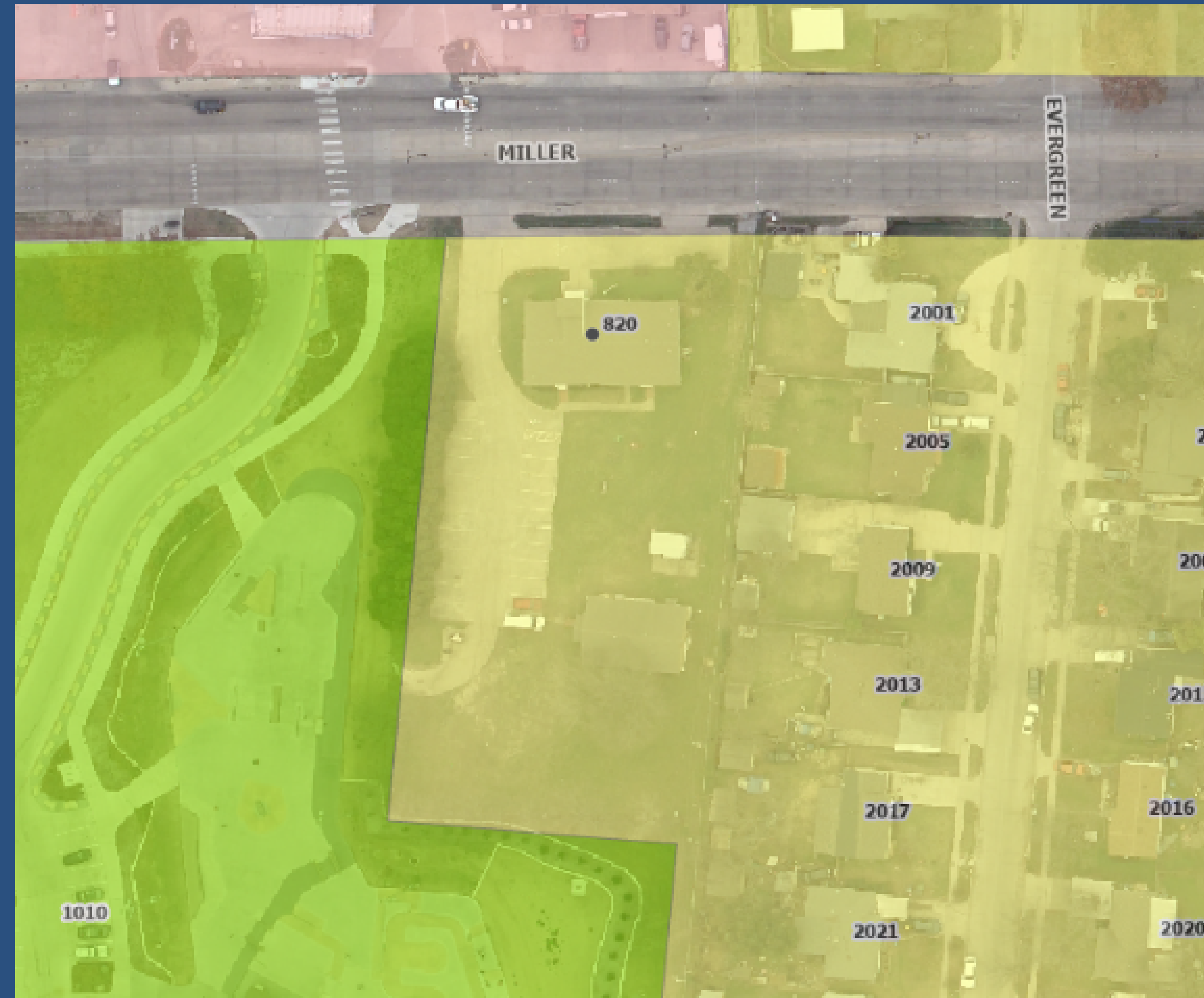


*Traditional Neighborhoods*

## Description

Traditional neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing. Traditional neighborhoods also accommodate convenience retail (goods and services), office space, and public services.

Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking.



# Site Photos

820 W. Miller Road



Facing south viewing back of main building



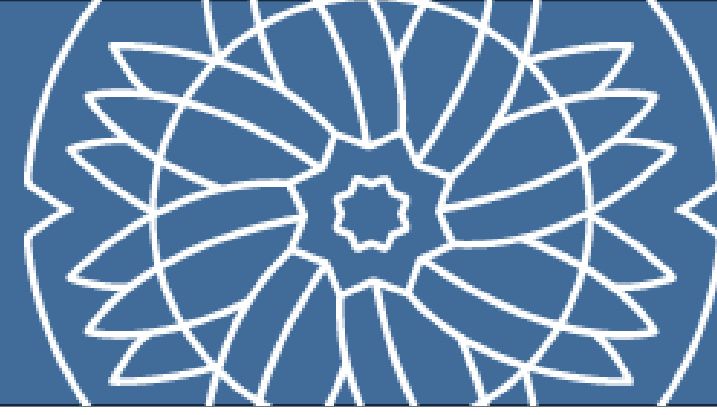
Facing South viewing site

# Site Photos

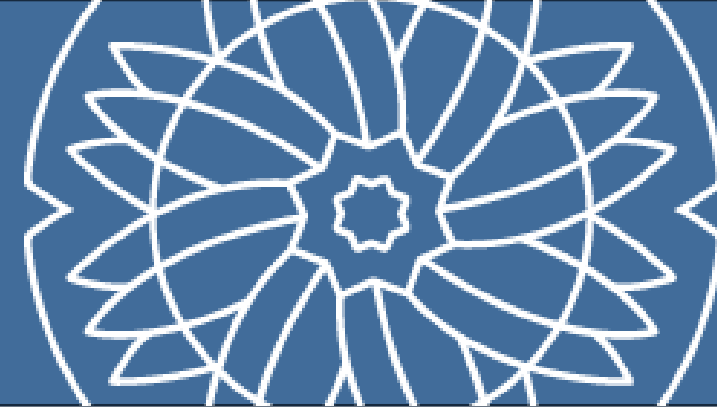
820 W. Miller Road



Facing east viewing the second and third buildings



- **Base zoning Neighborhood Services (NS) district.**
- **Convenience Store (1,000s.f.–5,000s.f.) allowed by right, typically requires an SUP.**
- **Mobile Food Truck Park allowed with an SUP would typically not be allowed.**
- **Laundry, Self-Serve (Laundromat), Outside Display, New , and Transit Station Public are not permitted.**
- **No concept plan being included**
- **A minimum of 6 ornamental trees along the landscape buffer to be required if feasible.**



**Staff recommends approval of the request with the condition of only permitting Convenience Store (1,000s.f.–5,000s.f.) uses with the approval of a Specific Use Provision.**

- The request does not conflict with the comprehensive plan and supports nearby single family with needed services in walking distance.**
- The applicant is providing enhanced landscaping along Miller Road and this will help mitigate potential streetscape impacts.**

**The Plan Commission recommended approval of the request with the condition of only permitting Convenience Store (1,000s.f.–5,000s.f.) uses with the approval of a Specific Use Provision.**



# Response Letters

# Thank You

Questions?





# GARLAND

## CITY COUNCIL STAFF REPORT

6.b

**Meeting Date:** April 7, 2026

**Title:** Consider a request by TurfMaker, requesting approval of 1) a Specific Use Provision (SUP) to allow an Industrial or Manufacturing, Heavy use and 2) a Concept Plan for the Industrial or Manufacturing, Heavy use. The site is located at 2775 West Kingsley Road on a property zoned Industrial (IN) district in District 5.

**Submitted by:** Elisa Morales, Administrative Services Manager

**Strategic Focus Area:** Growing Economic Base

### Issue / Summary

Hold a public hearing and consider approval of 1) a Specific Use Provision (SUP) to allow an Industrial or Manufacturing, Heavy use and 2) a Concept Plan for the Industrial or Manufacturing, Heavy use. The site is located at 2775 West Kingsley Road on a property zoned Industrial (IN) district.

### Background

#### **PLAN COMMISSION RECOMMENDATION**

On March 9, 2026, with an eight (8) to zero (0) vote, the Plan Commission recommended approval of a Specific Use Provision (SUP) for an Industrial or Manufacturing, Heavy use and the associated concept plan for 8 years.

#### **LOCATION**

2775 West Kingsley Road

#### **APPLICANT**

TurfMaker Corporation

#### **OWNER**

James Lincoln

#### **BACKGROUND**

The subject property currently contains a sole building previously used for a Custom Product Manufacturing use and is zoned Industrial (IN) District. An Industrial or Manufacturing, Heavy use is only permitted with an SUP in the Industrial (IN) district.

#### **SITE DATA**

The subject site is a 2.32-acre tract of land with an existing industrial building. The site is accessible from West Kingsley Road to the south.

#### **USE OF PROPERTY UNDER CURRENT ZONING**

The site is zoned Industrial (IN) district which is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods, and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development,

and warehousing and distribution. The Industrial district also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial district regulations are designed to ensure compatibility among the various uses allowed in the district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions. The existing building on the property is currently vacant and was previously occupied by a Custom Product Manufacturing use. Given its history, the building is designed and equipped for manufacturing-related operations, including multiple loading docks that are currently adequately screened from the public right-of-way. The structure is fully enclosed, allowing all manufacturing activities to occur within the building.

### **CONSIDERATIONS**

1. Staff recommends an SUP time period of 5 to 8 years for uses not proposing any site improvements. This time period recommendation is based off the proposed updated SUP Time Period Guide. The applicant requests 8 years for an Industrial or Manufacturing, Heavy use.
2. The applicant, TurfMaker Corporation, specializes in the manufacturing of hydroseeders and straw blower machines. Its manufacturing and assembly operations include processing raw steel, welding components, and completing final assembly of all parts prior to quality testing. Roughly 50% of the building will be used for Industrial or Manufacturing, Heavy and the other half dedicated to Industrial or Manufacturing, Light.
3. A Industrial or Manufacturing, Heavy use is defined as processing, assembling, researching and developing, packaging, shipping, storing, servicing or other similar activities that are not prohibited by law and typically involve the processing or manufacture of non-consumable products from raw material, which do not meet standards set forth in the definition of light industrial or manufacturing uses.

### **SITE DEVELOPMENT STANDARDS**

1. A minimum of 44 parking spaces will be required for this site. The property currently has 39 parking spaces and the applicant will add 5 parking spaces to meet the minimum requirement and parking lot trees to meet the parking area landscaping requirement.
2. Given the existing site layout, the landscape buffer is located within the right-of-way, which limits the applicant's ability to install additional landscaping along the frontage. There are currently four existing canopy trees within the landscape buffer and six within the front yard. The applicant proposes to add shrubs within the front yard, including within the landscape islands, to enhance the streetscape along Kingsley Road.
3. Any proposed signage shall comply with the standard signage requirements of the Garland Development Code, as set forth in Chapter 4, Article 5.
4. The building shall comply with all applicable fire safety regulations, including the maximum permitted occupancy. The Fire Department has reviewed this request.
5. All new required landscaped areas must be equipped with, and 100% covered by, an automatic, underground irrigation system that is continually on and in good working order so as to provide this coverage, and with freeze and moisture sensors to prevent watering at inappropriate times. The Planning Director may waive the requirement for an underground irrigation system and accept an alternative irrigation system.

### **COMPREHENSIVE PLAN**

The Future Land Use Map of the Envision Garland Plan recommends an Industry Center for the subject site. Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types. Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/ rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

The proposed Industrial or Manufacturing, Heavy use is consistent with the Comprehensive Plan's Industry Center designation, which is intended to accommodate large employers and industrial operations requiring substantial infrastructure. The site has historically been used for similar manufacturing activities and is already equipped with the necessary industrial features to support such operations. Given the nature of the designation and the existing development pattern, the Industry Center classification is appropriate for this type of use.

**COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The property to the north is currently developed with a Contractor's Office/Storage Yard use. To the west is an existing Heavy Machinery Rental use, and to the east is a Contractor's Office/Warehouse use. To the south, across West Kingsley Road, is an existing Distribution Center, Small use and an Automobile Repair, Major use. All surrounding properties, including the subject site, are zoned Industrial (IN) District.

The proposed Industrial or Manufacturing, Heavy use is similar in nature and intensity to the surrounding developments and industrial uses. The request also presents an opportunity to enhance the streetscape along West Kingsley Road, as the applicant has proposed additional landscaping in the form of evergreen shrubs. Overall, the proposed use is compatible with the surrounding properties.

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**Consideration / Recommendation**

Staff recommends approval of the Specific Use Provision (SUP) request for an Industrial or Manufacturing, Heavy use for a time period of five to eight years with the condition that the additional landscaping be installed as shown on the attached concept plan and the use of raw materials for manufacturing shall not exceed 50% of the gross floor area of the building. The remainder space may be utilized for assembling, storing, packaging, shipping or other functions for the use. The request is consistent with the Comprehensive Plan's Industry Center designation, and the surrounding properties are compatible with the use. The applicant will add parking to meet the required parking standards and proposes additional landscaping to enhance the overall streetscape.

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**Attachments**

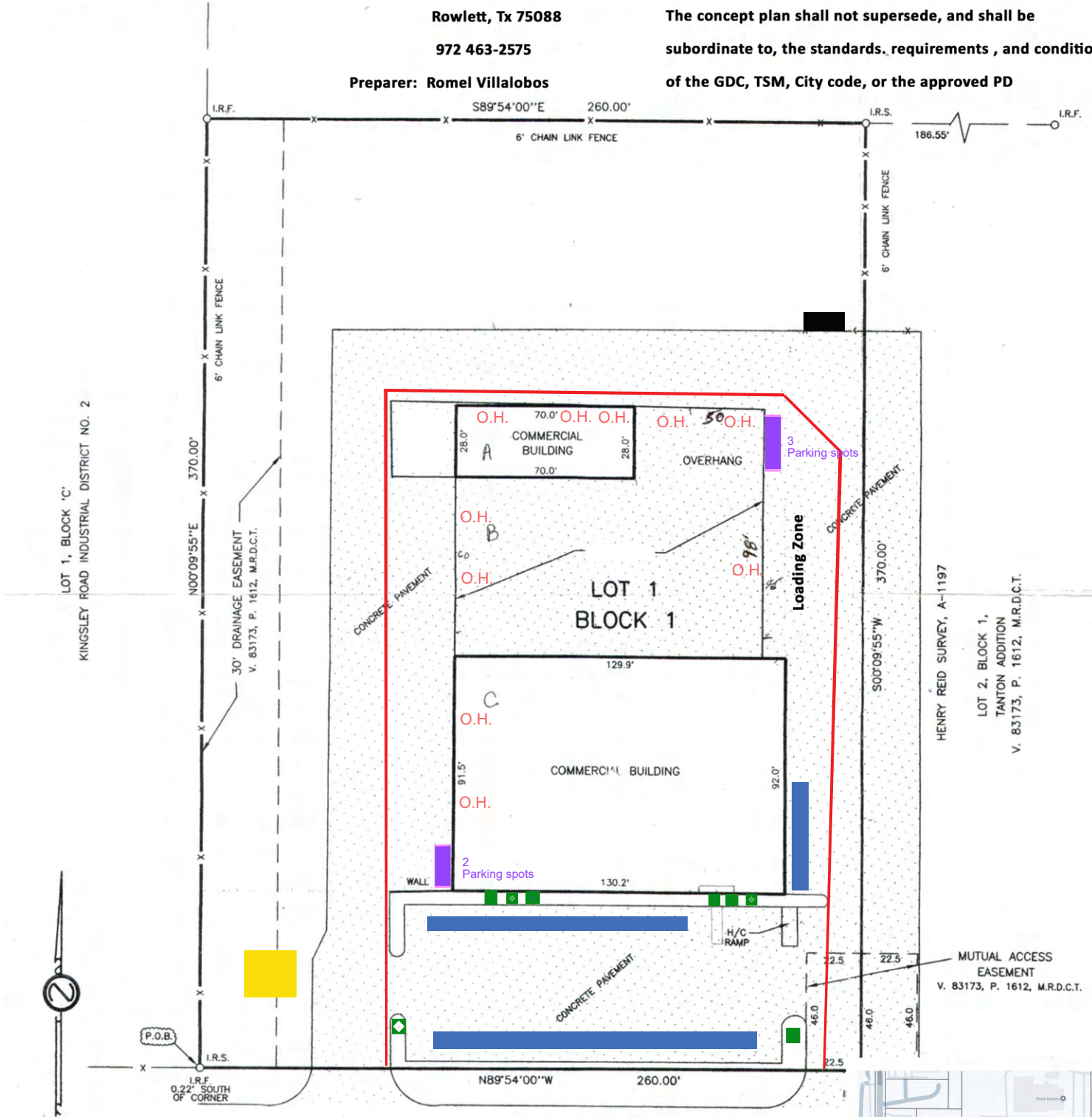
- A. Z 26-02 Location Map
- B. Z 26-02 Concept Plan
- C. Z 26-02 Site Photos
- D. Z 26-02 SUP Conditions
- E. Z 26-02 Written Narrative
- F. Z 26-02 R&M
- G. Z 26-02 CC Responses
- H. Z 26-02 Staff Presentation



Fit Case Number: 260115-1  
 Project: Hydro steam  
 2775 W Kingsley Rd, Garland Tx 75041  
 Lot Size: 101,252 Sqft - 2.324 Acres  
 Building Size: 25,506 Sqft  
 Scale: Small 1" = 61'

Existing Zoning: Industrial (IN) district  
 Proposed Use: Heavy Manufacturing  
 Owner: James Lincoln, 972 922-2106  
 Applicant: TurfMaker Corporation  
 Company: TurfMaker Corporation  
 4931 Grisham Dr  
 Rowlett, Tx 75088  
 972 463-2575  
 Preparer: Romel Villalobos

Site design and construction plans shall conform to all requirements of the Garland Development Code (GDC) Technical Standard Manual (TSM), and City Codes unless an approved PD narrative condition expressly provides otherwise. The concept plan shall be used to represent the general idea of the proposed land use and site elements. The concept plan shall not supersede, and shall be subordinate to, the standards, requirements, and conditions of the GDC, TSM, City code, or the approved PD



LEGEND  
 IRF IRON ROD FOUND  
 IRS IRON ROD SET

O.H. = Overhead door

- Greenery or shrubs
- Existing Parking
- Proposed parking with required landscaping
- Fire Lane
- Drought Resistant Shrub with flowers
- Dumpster

KINGSLEY ROAD

100' R.O.W.



Z 26-02



Facing Northwest viewing site



Facing Northeast viewing site

**SPECIFIC USE PROVISION**

**ZONING FILE Z 26-02**

**2775 West Kingsley Road**

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow an Industrial or Manufacturing, Heavy use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Industrial (IN) district as set forth in Chapter 2 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the GDC, federal, and state law.

For the purposes of this Specific Use Provision, Abandonment is any of the following acts:

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or
- F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the

**EXHIBIT B**

Industrial (IN) district, by the GDC, or by state or federal law.

The termination of utilities on the premises for a period of 180 calendar days is prima facie evidence of abandonment and the owner shall have the burden to prove that the Land Use has not been abandoned.

**V. Specific Regulations:**

A. Time Period: The Specific Use Provision shall have an eight-year time period.

B. Landscaping: Additional landscaping shall be installed on site as shown on the Concept Plan before a Certificate of Occupancy is issued.

C. Use: The use of raw materials for manufacturing shall not exceed 50% of the gross floor area of the building. The remainder space may be utilized for assembling, storing, packaging, shipping or other functions for the use. [Staff recommendation]

## Change of Use Written Narrative

Good afternoon Honorable Mayor and City Council Members,

TurfMaker Corporation is seeking a change of use for the property located at 2775 W. Kingsley Rd, Garland, TX 75041. Our goal is to transition this facility from its previous woodworking use to industrial manufacturing for our established North Texas-based company.

Since 1998, TurfMaker Corporation has been a proud member of the local business community, operating in Rowlett, Texas. We specialize in the manufacturing of high-quality hydroseeders and straw blower machines. These units are critical tools for:

- **Erosion Control:** Essential for highway construction and stormwater management.
- **Revegetation:** Helping grass establishment on new construction sites.
- **Environmental Management:** Used by entities like the City of Dallas (McCommas Landfill) for alternative daily cover applications.

We are an established employer of approximately 25 professionals. Our move to Garland is driven by organic growth and the need for a facility that matches our production scale.

- **Hours of Operation:** Standard business hours, Monday through Friday, 8:00 AM – 5:00 PM.
- **Zoning Alignment:** The property is situated within an industrial zone. Our operations are consistent with, or less intensive than, the surrounding industrial and manufacturing neighbors.
- **Site Footprint:** This proposal requires no new land development or expansion of the building footprint. No new retention or detention ponds are necessary.
- **Proposed improvements:** As a leader in revegetation and erosion control TurfMaker would like to add shrubs and other greenery to the property

Our process is a clean, multi-stage assembly that utilizes modern technology:

1. **Precision Fabrication:** Raw steel is processed using computer-driven plasma tables and press brakes.
2. **Skilled Assembly:** Formed parts are welded into a raw shell.
3. **Local Partnerships:** We prioritize the local economy; painting is outsourced to professional facilities nearby.
4. **Final Integration:** Engines, pumps, and drive components are bolted to the chassis.
5. **Quality Assurance:** Every machine is water-tested for integrity before shipping to customers worldwide.

TurfMaker Corporation is excited to bring our history of stable growth and industrial expertise to Garland. We believe this move will be a seamless fit for the Kingsley Road industrial corridor and provide continued economic value to the region.

Thank you for your time and consideration.

Please visit the website <https://turfmaker.com/> to learn more about our company.

## REPORT & MINUTES

### P.C. Meeting, March 9, 2026

**2b. APPROVED** Consideration of the application of **TurfMaker**, requesting approval of 1) a Specific Use Provision (SUP) to allow an Industrial or Manufacturing, Heavy use and 2) a Concept Plan for the Industrial or Manufacturing, Heavy use. The site is located at 2775 West Kingsley Road on a property zoned Industrial (IN) district. (District 5) (File Z 26-02)

Stewart Starry, Planner II, presented the request to the Commission and remained available for questions.

The applicant, Judy Allen, 4931 Grisham Drive, Rowlett, TX 75088, provided an overview of the request and remained available for questions.

**Motion** was made by Commissioner Abell to close the public hearing and **approve** the application as presented with an eight-year SUP. Seconded by Commissioner Jones.  
**Motion carried: 8 Ayes, 0 Nays.**



0 250 Feet  
1 inch = 250 feet

# ZONING MAP Z 26-02

INDICATES AREA OF REQUEST  INDICATES NOTIFICATION AREA 

2775 W Kingsley Rd

To date we have not received any responses for this case.

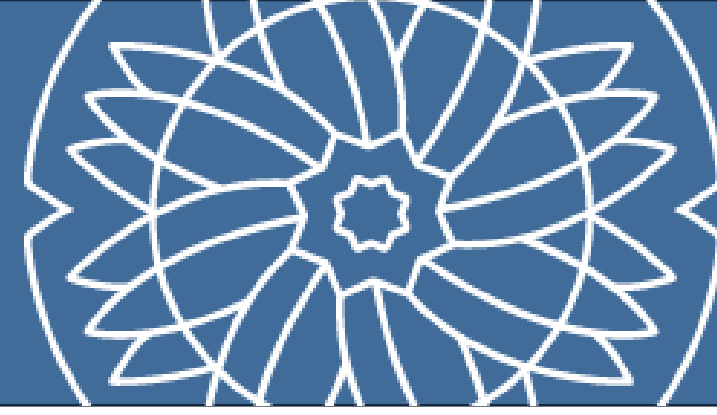


**GARLAND**

# City Council Meeting

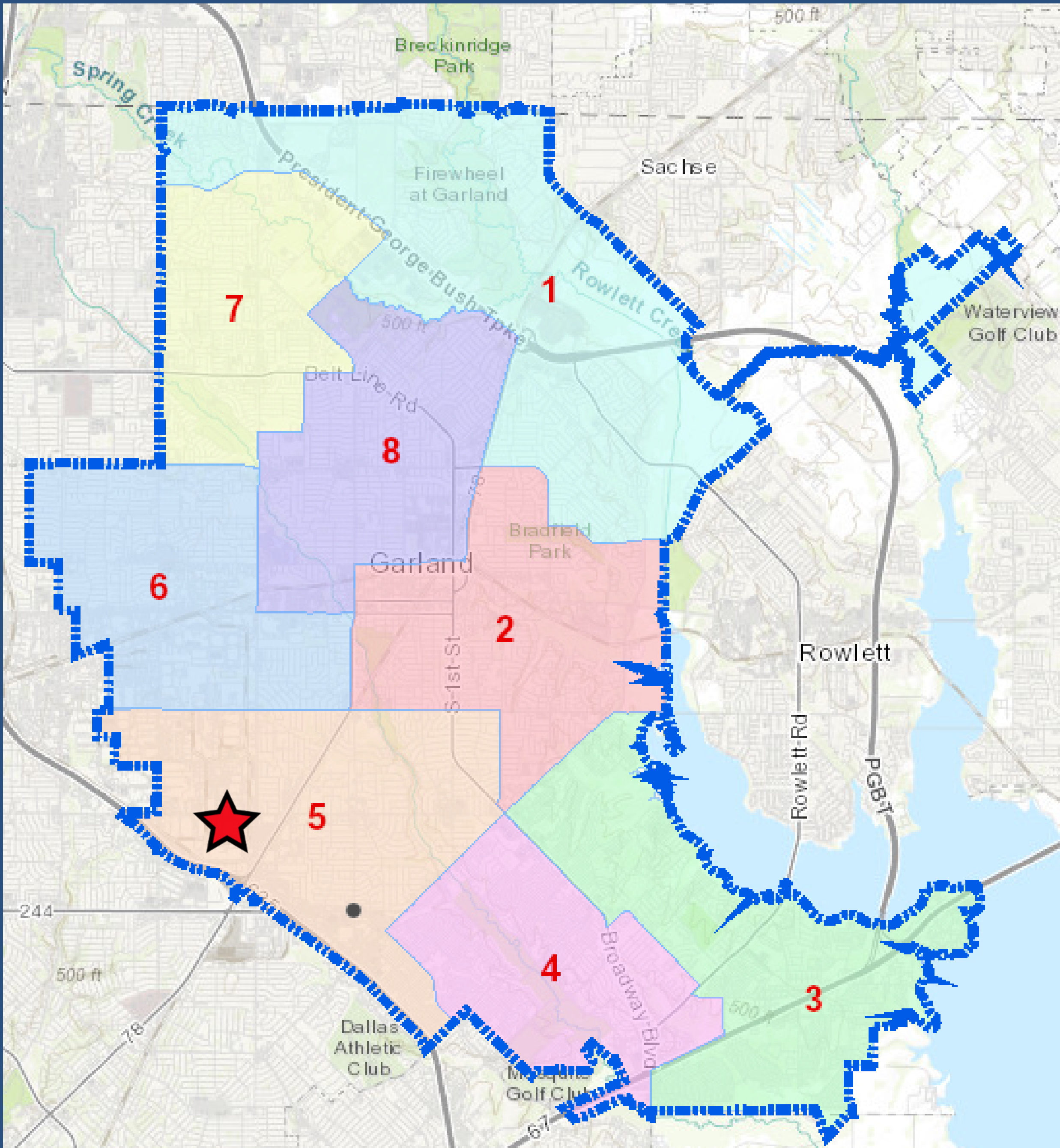
April 7, 2026





# Request

The applicant requests a Specific Use Provision (SUP) to allow an **Industrial or Manufacturing, Heavy use** and 2) a Concept Plan for the Industrial or Manufacturing, Heavy use. The site is located at 2775 West Kingsley Road on a property zoned Industrial (IN) district.



# Case Information

**Location:** 2775 W Kingsley Road

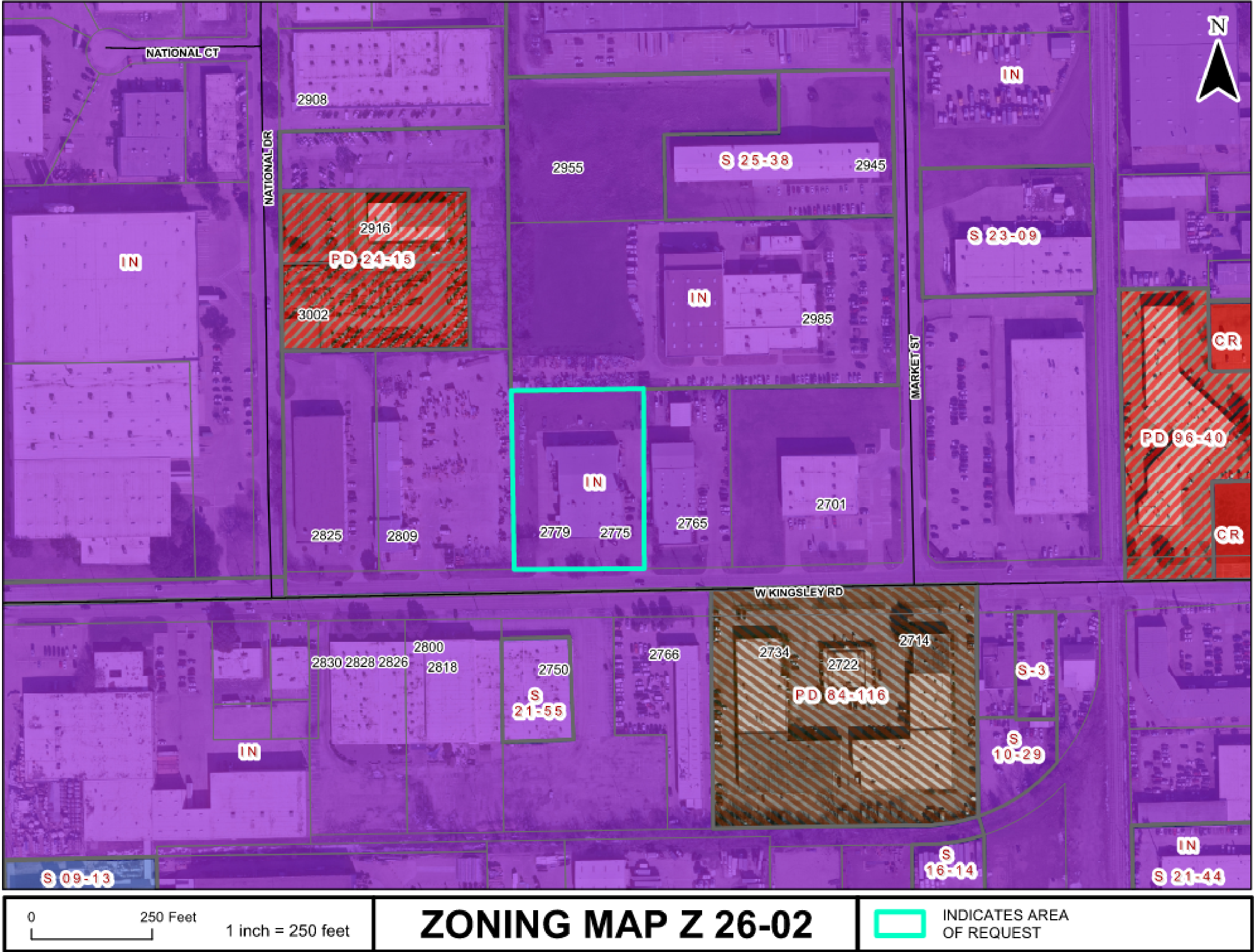
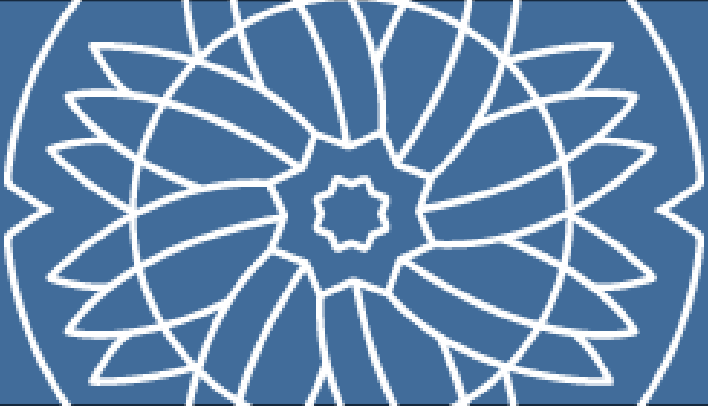
**Applicant:** TurfMaker Corporation

**Owner:** James Lincoln

**Acreage:** 2.32 acres

**Zoning:** Industrial (IN) District

# Location Map



# Comprehensive Plan



*Industry Center*

## Description

Industry centers provide a cluster of trade and industry that cumulatively employ large numbers of people. Operations within this development type may require substantial infrastructure and may result in more significant negative impacts (sound, air, traffic, outdoor lighting, storage, etc.). Operations may include such elements as semi-truck traffic, loading docks, and visible outdoor storage. Overall, the architecture, character, scale, and intensity should be compatible with adjacent development types.

Industry centers are generally located along major arterial streets, and highways and at significant transit areas (bus/rail). Site design addresses function and visual aesthetics that provide appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.



# Site Photos

2775 W Kingsley Road

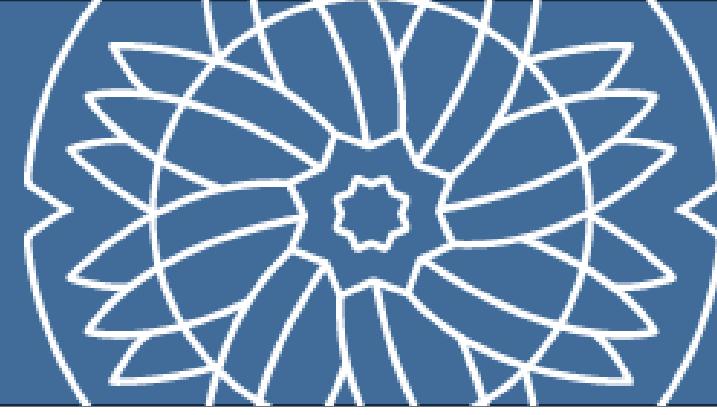


Facing West viewing site



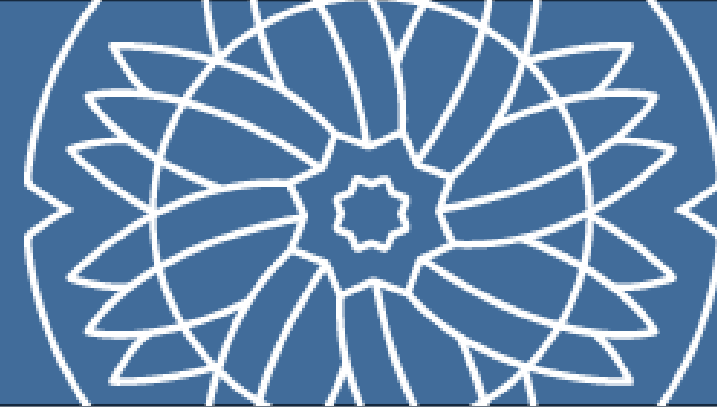
Facing East viewing site





**Applicant Request: Specific Use Provision (SUP) to allow for an Industrial or Manufacturing, Heavy Use with an 8-year time period.**

**Staff recommends a time period between 5 and 8 years.**



**Staff recommends approval of the request with the condition that the additional landscaping be installed as shown on the attached concept plan and the use of raw materials for manufacturing shall not exceed 50% of the gross floor area of the building. The remainder space may be utilized for assembling, storing, packaging, shipping or other functions for the use.**

- The request is consistent with the comprehensive plan and is compatible with the surrounding development patterns.**
- The applicant is providing enhanced landscaping along their front yard to improve the streetscape along Kingsley Road.**
- The additional parking and landscaping shown in the concept plan will need to be installed prior to the issuance of a Certificate of Occupancy.**

**The Plan Commission recommended approval of an 8-year SUP.**



# Response Letters

# Thank You

Questions?





# GARLAND

## CITY COUNCIL STAFF REPORT

6.c

**Meeting Date:** April 7, 2026

**Title:** Consider a request by Endeavor Real Estate Group, requesting approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district in District 7.

**Submitted by:** Elisa Morales, Administrative Services Manager

**Strategic Focus Area:** Growing Economic Base

### Issue / Summary

Hold a public hearing and consider approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district.

### Background

#### **PLAN COMMISSION RECOMMENDATION**

On March 9, 2026, the Plan Commission, by a vote of eight (8) to zero (0) recommended approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district.

#### **LOCATION**

6211 North George Bush Highway

#### **APPLICANT**

Endeavor Real Estate Group

#### **OWNER**

Spring Creek Church

#### **BACKGROUND**

The subject property is an undeveloped site along North George Bush Highway and Holford Road. The overall development site is two tracts with the larger separate tract zoned Planned Development (PD) district 84-96 for Community Office (CO) district uses. The subject site for rezoning is located along North George Bush Highway and is zoned Agricultural (AG) district. The applicant intends to develop a Dwelling, Multifamily use across the two properties. Senate Bill 840 allows for the development of a Dwelling, Multifamily use on the property zoned Planned Development (PD) 84-96, but does not allow for this use on the Agricultural (AG) district lot. In order to combine both properties and develop as Dwelling, Multifamily use, the applicant wishes to change the zoning on the Agricultural (AG) district tract to Planned Development (PD) district 84-96.

#### **SITE DATA**

The subject site is an undeveloped 1.934-acre tract of land along North George Bush Highway. The Planned Development (PD) district 84-96 property to the southeast is 18.308 acres and is also undeveloped.

## **USE OF PROPERTY UNDER CURRENT ZONING**

The Agricultural district is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future. Single-family uses on large lots are appropriate in this district.

## **CONSIDERATIONS**

1. Senate Bill 840 allows for multifamily development on properties zoned for commercial, office, warehouse, retail, or mixed-use developments. Planned Development (PD) district 84-96 has a base zoning of Community Office (CO) district and allows all uses within that district. No concept or site plan is associated with Planned Development (PD) district 84-96, therefore a zoning change is not needed to develop the Dwelling, Multifamily use on site governed by this PD.
2. The request is more aligned with a traditional rezoning without the formation of a Planned Development (PD) District. The request is to simply allow the site to have the same zoning as the adjacent property for all of it to be cohesively developed. These requests do not generally require Concept Plan approval to commence or direct development. Development is dependent on the standards set forth by the Garland Development Code (GDC) and the goals and policies established within the Envision Garland 2030 Comprehensive Plan. This change in zoning is not intended to restrict uses or secure development performance beyond what is permitted within the proposed zoning district and the GDC. Accordingly, the GDC requires careful consideration as to how closely the proposed district follows the policies of the Envision Garland 2030 Comprehensive Plan, and to what degree the rezoning will affect surrounding and future development.
3. In the event the zoning change request is approved, the development will have to meet all standards of the Garland Development Code (GDC).

## **SITE DEVELOPMENT STANDARDS**

1. If a Dwelling, Multifamily development were to take place here, it will have to meet all standards of the Garland Development Code (GDC). This includes the newly adopted Multifamily (MF) district standards that were adopted as a result of SB 840. These standards include but are not limited to parking, site design, building design, amenities and landscaping.
2. A landscape buffer will be required along North President George Bush Highway and Holford Road per Section 4.34 of the Garland Development Code (GDC). The landscape buffers will be 15 feet on each thoroughfare, being increased by the presence of easements in various places.
3. The site will go through the platting process to combine both tracts into one lot, meeting the Community Office (CO) district standards.

## **COMPREHENSIVE PLAN**

The Future Land Use Map of the Envision Garland Plan recommends business centers for the subject site. Business centers provide a cluster of business offices and/or low impact industry, including campus-type development, that cumulatively employ large numbers of people. Operations within this development type occur internal to buildings resulting in minimal negative impacts (sound, air traffic, outdoor lighting, storage, etc.) and are compatible with adjacent development types in architecture, character, scale, and intensity.

While apartments are not a business development, the site being changed to a zoning with the Community Office (CO) district will still technically allow for any future mixed-use or commercial development on the site. Since the City must allow multifamily on the adjacent property per SB 840, it is beneficial for the subject site to be utilized for that project for a cohesive and orderly development pattern.

## **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The property to the west is zoned Agricultural (AG) district and is undeveloped. The property to the south is zoned Planned Development (PD) district 15-43 for mixed-use and contains a Dwelling, Multifamily development. The property to the east is zoned Planned Development (PD) district 84-96 and is also currently undeveloped. The applicant wishes to change the zoning of the subject property to Planned Development (PD) district 84-96 to expand the proposed Dwelling, Multifamily use. Finally, North George Bush Highway borders the site to the north. The Dwelling, Multifamily use is compatible with the surrounding zoning and land uses as apartments exist nearby. The proposed use will increase the volume of residents in the area who may potentially support current and future businesses in the nearby vicinity.

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### **Consideration / Recommendation**

Staff recommends approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. As a Dwelling, Multifamily development is already allowed on the far larger adjacent site, including this subject site will allow for increased utilization and efficiency of the property. Additionally, the site will still allow for Community Office (CO) districts which include mixed-use and commercial developments.

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### **Attachments**

- A. Z 26-05 Location Map
- B. Z 26-05 Written Narrative
- C. Z 26-05 Site Exhibit
- D. Z 26-05 R&M
- E. Z 26-05 CC Responses\_Redacted
- F. Z 26-05 Staff Presentation



0 400 Feet

1 inch = 400 feet

# ZONING MAP Z 26-05

 INDICATES AREA OF REQUEST

## 6211 N George Bush Hwy

## Public Hearing Application Narrative

The property is currently vacant land zoned AG. The proposal is to match the subject parcel's zoning designation to PD 84-96, consistent with adjacent +/-18-acre parcel. Doing so will align the 20 acres under common ownership and create a cohesive zoning allowing the parcels to be developed together. The owner of the property has asked Endeavor Real Estate Group ("Endeavor" or "Agent") to act as their agent and coordinate the effort to rezone the property. Endeavor is pursuing a redevelopment of the properties, currently evaluating a multifamily project under the recently passed Senate Bill 840.

Endeavor submitted a site plan and held a FIT meeting with the city to secure feedback on how to best align the property, with nearby uses. This includes conforming to the city's multifamily code, as well as coordinating with current plans for the redesign and expansion of both Naman Forest and Holford Road.

In the event the site is developed for multifamily under SB 840, the buildings will be meeting all applicable standards, including the 40' height minimum, however, structures on the site are not anticipated to exceed four stories or 50' in height. The site will require a detention pond, which is anticipated to be located at the low point of the site along the western border. There is a small creek that runs east to west across the site which is not anticipated to be impacted. Instead, the project will look to integrate residential units and amenities along that creek, preserving the creek and integrating the natural setting into the project. Buildings will be built along the frontage, in an urban style to adhere to the build-to zone. A site analysis has determined the site can be developed for approximately 400 units (an estimated 560 bedrooms), with an average unit size of 900-925 square feet, at a density of just under 20 units per acre to the gross combined acreage. Amenities at the property will include a clubhouse, resort style pool, fitness center, dedicated wellness area, coworking suites, a dog park, BBQ grills, and activated courtyards. Signage will include an entry monument as well as way-finding signage on the property.



## REPORT & MINUTES

### P.C. Meeting, March 9, 2026

**2d. APPROVED** Consideration of the application of **Endeavor Real Estate Group**, requesting approval of a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district. (District 7) (File Z 26-05)

Matthew Wolverton, Planner II, presented the request to the Commission and remained available for questions.

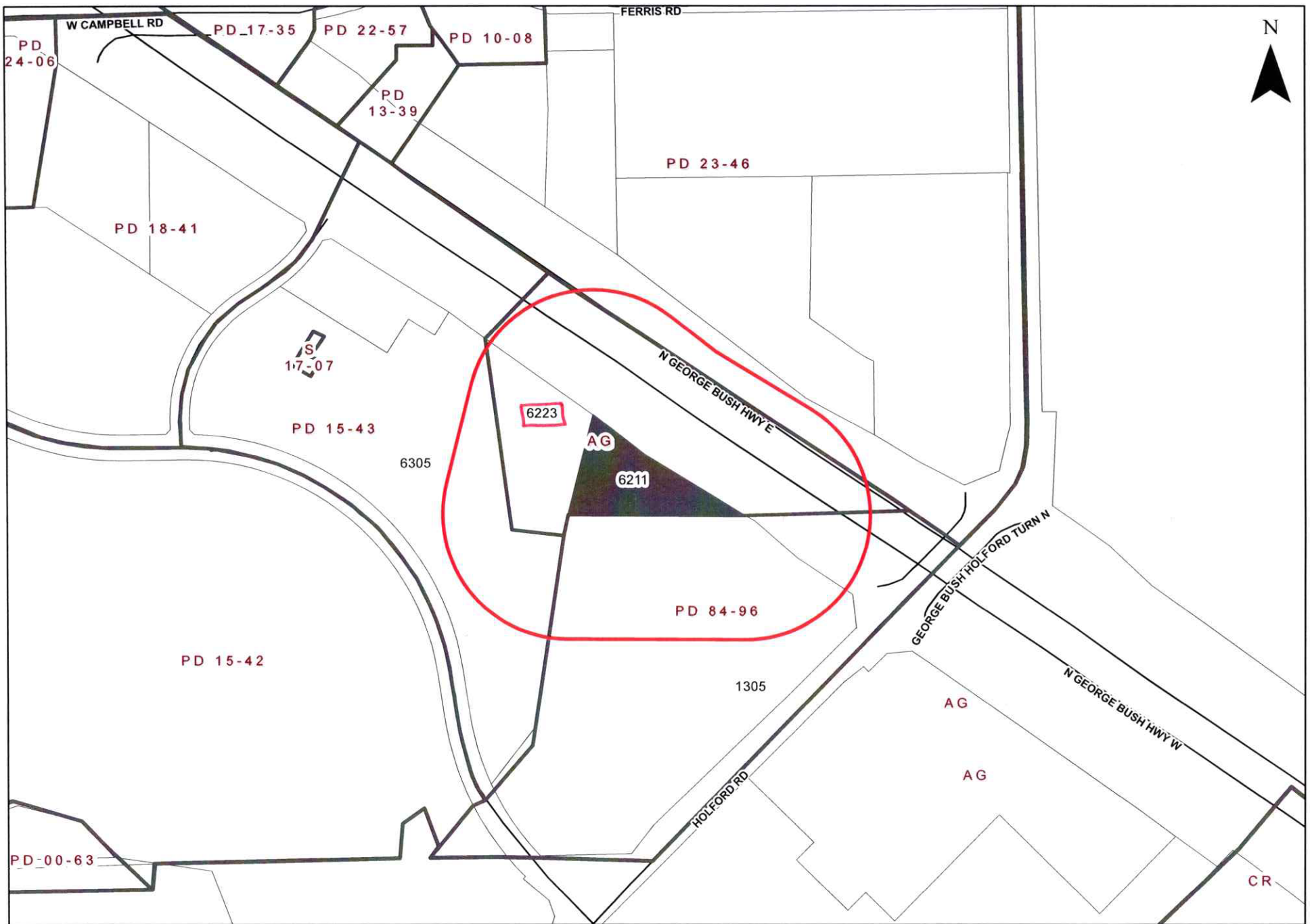
The applicant, Zach Johnston, 5950 Berkshire Lane, Ste. 210, Dallas, TX 75225, provided an overview of the request and remained available for questions.

Resident speaking on the request:

David Parish, 2526 Pepperidge Drive, Garland, TX 75044

The resident speaking on the request would like to conduct a plant rescue in the fall on the subject property to help preserve a unique type of plant that only grows on limestone.

**Motion** was made by Commissioner Miranda to close the public hearing and **approve** the application as presented. Seconded by Commissioner Paris. **Motion carried: 8 Ayes, 0 Nays.**



# ZONING MAP Z 26-05

INDICATES AREA OF REQUEST
  INDICATES NOTIFICATION AREA

6211 N George Bush Hwy

# Comment Form

## Case Z 26-05

Complete form and email to [Planning@garlandtx.gov](mailto:Planning@garlandtx.gov), deliver to Planning Department at 800 Main Street; or mail to City of Garland Planning Department, P.O. Box 469002 Garland, TX 75406-9002 / Complete el formulario y envíelo por correo electrónico a [Planning@garlandtx.gov](mailto:Planning@garlandtx.gov), entregue al Planning Department en 800 Main Street; o envíelo por correo al City of Garland Planning Department, P.O. Box 469002 Garland, TX 75406-9002 / Vui lòng điền đầy đủ thông tin vào mẫu đơn và gửi email đến [Planning@garlandtx.gov](mailto:Planning@garlandtx.gov), giao hàng tới Planning Department Tại 800 Main Street; hoặc gửi thư đến City of Garland Planning Department, P.O. Box 469002 Garland, TX 75406-9002

Please check one / Por favor haga una selección / Vui lòng kiểm tra một

In Favor / A Favor / ủng hộ

Against / En Contra / Chống lại

Property/Business Owner or Tenant Name & Title / Nombre y Título del propietario o inquilino de la propiedad/negocio / Tên và chức danh của chủ sở hữu bất động sản/đoanh nghiệp hoặc người thuê nhà

Property address / Dirección de la propiedad / Địa chỉ Bất động sản

Garland, TX 75042

City, State, Zip Code / Ciudad, Estado, Código Postal / Thành phố, Tiểu bang, Mã bưu chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

The comments below reflect my opinion regarding proposal / Los comentarios a continuación reflejan mi opinión sobre la propuesta / Các bình luận bên dưới phản ánh quan điểm của tôi về đề xuất này

if this Land Develope and Buildup Building or Business its good for city and gain Property Tax.

# Zoning Response Case Comments

CASE NUMBER	PC HEARING DATE	CC HEARING DATE	PLANNER NAME
<b>Z 26-05</b>  <b>andrea rodriguez</b> 2026-02-27T01:18:28	—	—	—

**AGAINST**

EMAIL Outside the Notification Area

██

██

Garland, Texas 75040

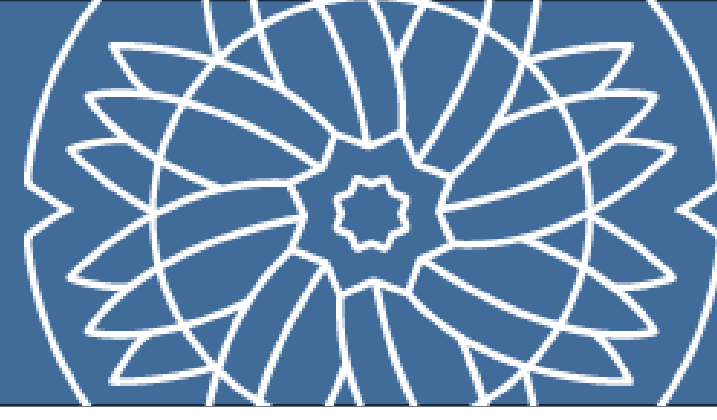


**GARLAND**

# City Council Meeting

April 7, 2026



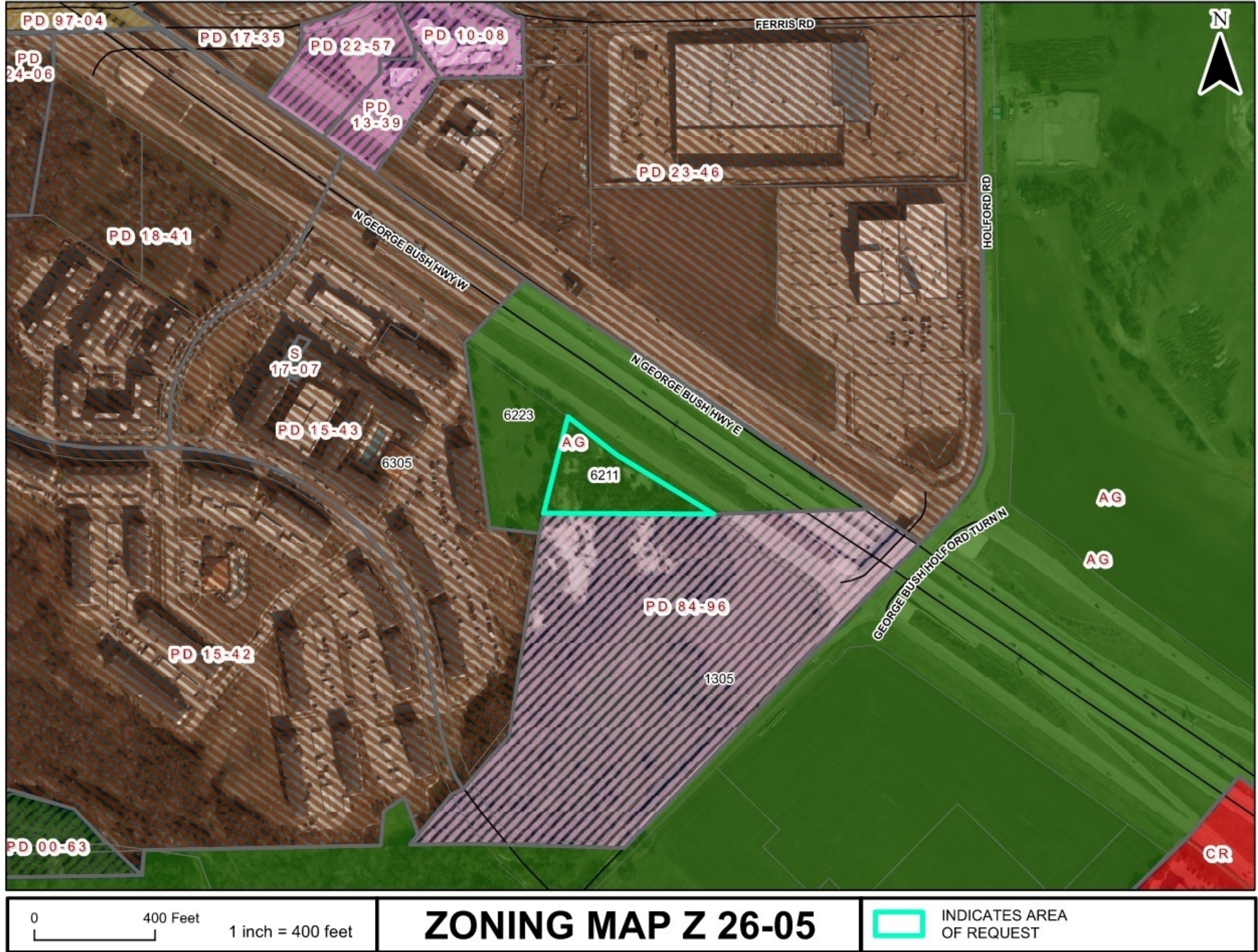
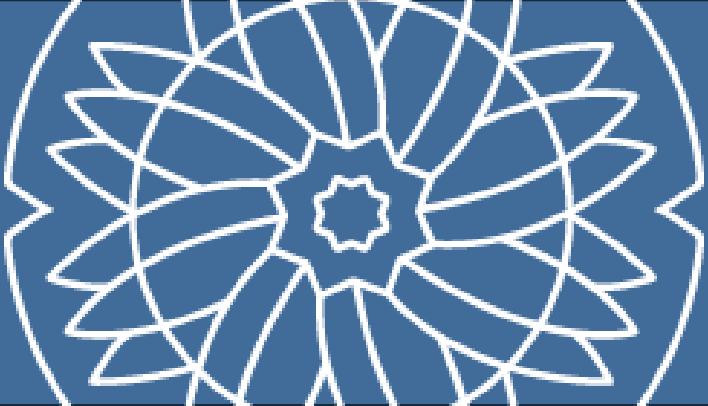


# Request

The applicant requests a change in zoning to Planned Development (PD) district 84-96 on a property zoned Agricultural (AG) district.



# Location Map



6211 N George Bush Hwy

# Comprehensive Plan



*Business Center*

## Description

Business centers provide a cluster of business offices and/or low impact industry, including campus-type development, that cumulatively employ large numbers of people. Operations within this development type occur internal to buildings resulting in minimal negative impacts (sound, air, traffic, outdoor lighting, storage, etc.) and are compatible with adjacent development types in architecture, character, scale, and intensity.

Business centers are generally located at intersections of major and/or secondary arterial streets or significant transit areas (bus/rail). Proximity and access to residential areas are encouraged to reduce travel times to employment. Site design addresses function and visual aesthetics providing appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

# Site Photos

6211 North George Bush Highway



View of the site from North George Bush Highway.



View of the site looking west from Holford Road.

# Site Photos

6211 North George Bush Highway

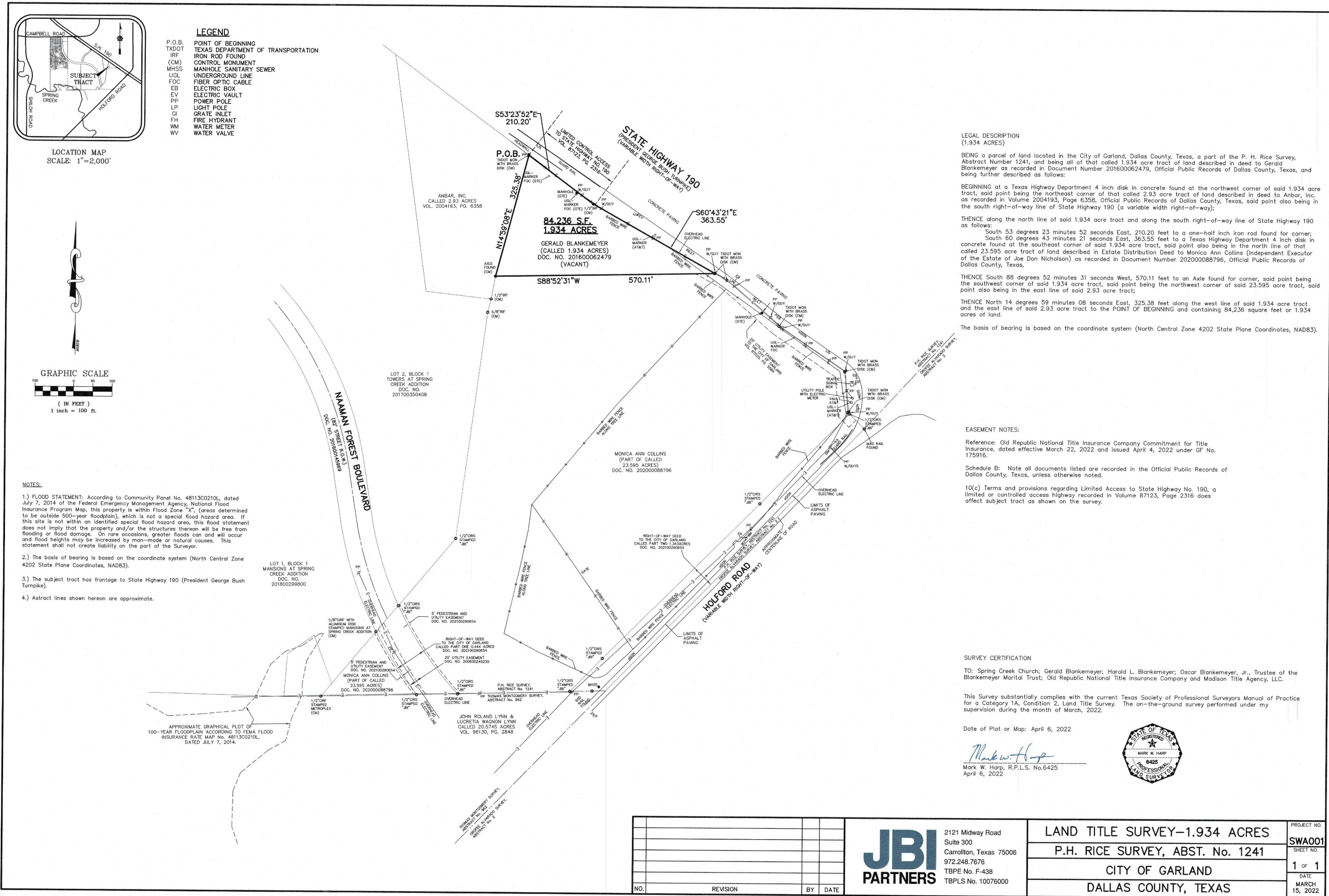
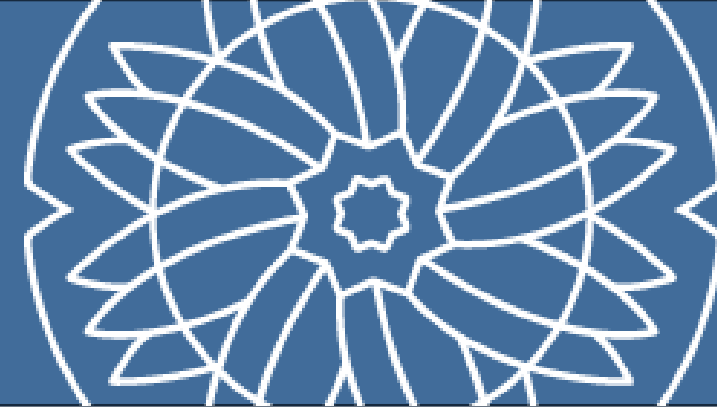


View looking north toward North George Bush Highway.



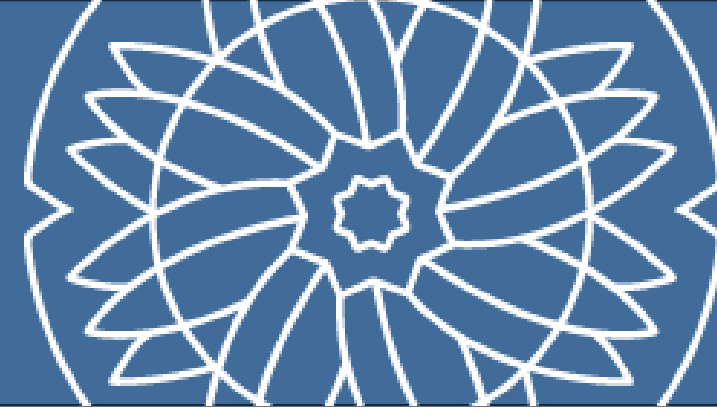
View looking east across Holford Road.

# Site Exhibit



Plotted by: mharp Plot Date: 4/6/2022 7:36 AM  
Drawing: H:\Projects\SWA001-General\Surveying\wg\1.934-ACRE-BNDY.dwg Saved By: mharp Save Time: 4/6/2022 8:55 AM

NO.		REVISION		BY		DATE	
2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000				<b>LAND TITLE SURVEY-1.934 ACRES</b> P.H. RICE SURVEY, ABST. No. 1241 CITY OF GARLAND DALLAS COUNTY, TEXAS			



**The Plan Commission recommended approval.**

**Staff recommends approval. As a Dwelling, Multifamily development is already allowed on the far larger adjacent site, including this subject site will allow for increased utilization and efficiency of the property.**

**Additionally, the site will still allow for Community Office (CO) district uses which includes mixed-use and commercial developments.**



# Response Letters

# Thank You

Questions?





# GARLAND

## CITY COUNCIL STAFF REPORT

7

**Meeting Date:** April 7, 2026

**Title:** City Manager Appointment to Fill an Unexpired Term for Seat 2

- Patricia Anthony - Civil Service Commission

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

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

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### Issue / Summary

Rick Parra submitted his resignation on February 6, 2026, and indicated he will continue to serve until April 2026. In accordance with the bylaws, Council is requested to approve the unexpired appointment.

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### Background

The City Manager appoints, subject to Council confirmation, the three members of the Civil Service Commission. Members serve staggered three-year terms and continue to serve until a successor is appointed and qualified. Interim vacancies are filled by City Manager appointment with Council confirmation for the remainder of the unexpired term. Rick Parra served on the Civil Service Commission from 2003 to 2026. Patricia Anthony is being appointed to fill the unexpired term, which will expire on September 16, 2026.

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### Consideration / Recommendation

Council is requested to consider the appointment of Patricia Anthony to the Civil Service Commission, beginning April 7, 2026.

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### Attachments

- A. Patricia Anthony - Civil Service Application (1)



# Application for City of Garland Boards and Commissions

First Name: Patricia M. Last Name: Anthony

Address: 2510 Chesterfield Road Apt./Suite:

City: Garland State: TX Zip Code: 75043

Phone (preferred): Phone (alt):

Dallas County Voter Registration Number (or Date of Birth):

Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)? No

Length of Garland residency (in years)? 10+ years Length of Garland residency (in years)? 10+ years

Email address:

Do you use, or have you ever used, any of the following: Facebook, Twitter, Instagram, LinkedIn, Nextdoor

Facebook Twitter Instagram LinkedIn Nextdoor TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

1st Civil Service Commission 2nd Choice: 3rd Choice:

Please list any experience that qualifies you to serve in the areas you have indicated.

- Commissioner, Texas Commission on Jail Standards (appointed by Governor Gregg Abbott and approved by the Texas Senate).
- Retired, Correctional Programs Officer, U.S. Department of Justice (Federal Bureau of Prisons).
- Member of the Garland Police Department's Citizens' Oral Review & Training Advisory Boards.
- Life Membership, Women in Federal Law Enforcement.
- Served as a member of the North Central Texas Council of Governments' Criminal Justice Advisory Committee.
- Prior Criminal Justice Adjunct Faculty Member, Dallas College, El Centro Campus.
- Prior Adult Probation Officer (Intensive Supervision), Dallas and Hunt County, Community Supervision and Corrections Departments.

If you have previously served on a City Board or Commission, please specify and list dates of service.

City of Garland, Community Multicultural Commission - 2015 to 2016

List civic or community projects with which you have been involved.

City of Garland Community Leaders Group
Delta Sigma Theta Sorority, Incorporated
Kiwanis Club of Garland
Leadership Garland Alumni Association
Life Membership, Women in Federal Law Enforcement
Life Membership, NAACP, Garland Unit

What is your educational background?

North Dallas High School - High School Diploma
Dallas College, El Centro Campus - A.A., in Police Science
The University of Texas at Tyler - B.S., in Criminal Justice
East Texas A&M University, Commerce - M.S., in Counseling & Guidance

Referred by: Michael Betz, City Manager, City of Garland, Texas District: 3



# Disclosure Form

## For Ordinance Boards and Commission Applicants

First Name:  Last Name:

Title:

Spouse:

Minor Children or Dependents:

1. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

**Business entity:** Means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

**Substantial interest means:** (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

2. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Boards and Commissions Application and Disclosure Form to:

City of Garland  
City Secretary's Office  
PO Box 469002  
Garland, TX 75046-9002

Signature:

Date: