



GARLAND

Mission

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

Vision

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

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

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

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

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

PUBLIC COMMENTS ON WORK SESSION ITEMS

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

CONSIDER THE CONSENT AGENDA

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

WRITTEN BRIEFINGS

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

- 1. Youth Programs Standards of Care to Meet the Requirements of Texas Human Resources Code 42.041.**

Council is requested to consider an ordinance for the Youth Programs Standards of Care to meet

the requirements of Texas Human Resources Code 42.041. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

2. Senior Citizens Advisory Commission Bylaw Change

Council is requested to consider approving changes to the Senior Citizens Advisory Commission bylaws. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 5, 2026 Regular Meeting.

3. Substantial Damages Assessment Services Contract

Council is requested to consider a professional services contract with Freese and Nichols, Inc. for Substantial Damages Assessment Services. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

4. 2026 Homeland Security Grant Program Application Resolution

Council is requested to consider a resolution authorizing the FY2026 Homeland Security Grant Program (HSGP) Urban Area Security Initiative (UASI) application. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 7, 2026 Regular Meeting.

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

VERBAL BRIEFINGS

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

6. Holford Aquatic Center Season Pass Proposal

Staff will present a proposal for the addition of season passes at Holford Aquatic Center, including research and benchmarking of aquatic facility pass options from surrounding cities. Based on this analysis, staff recommends introducing both a 5-day and 7-day season passes. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Presenter: Albert Montero, Recreation Services Director, DLee Williams, Managing Director-Parks and Recreation

7. DART Interlocal Agreement

Council is requested to consider an Interlocal Agreement between the City of Garland and DART for General Mobility Program Funds. Unless otherwise directed by Council, this item is scheduled for formal consideration at the April 7, 2026 Regular Meeting.

Presenter: Mike Betz, City Manager, Matt Watson, Assistant City Manager, Scott Levine, First Assistant City Attorney

8. Code Compliance Civil Citation Program

Council is requested to consider approval of implementing a Civil Citation Program. This program would help to expedite enforcement and reduce compliance timelines within the City. Council considered this item at the February 16, 2026, March 2, 2026, and April 6, 2026 Work Session

Meetings. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Presenter: Brian Morris, Director of Code Compliance

9. Amendment to the Trilogy - BRD Acquisitions, LLC Development Agreement (Mission Hills)

Council is requested to authorize the City Manager to negotiate and execute an amendment to the Economic Development Incentive Agreement Between the City of Garland and Trilogy - BRD Acquisitions, LLC, (Mission Hills). Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Presenter: Michael Betz, City Manager, Andy Hesser, Assistant City Manager

10. Texas Police Chiefs Association (TPCA) Annual Conference

Per Article II, Division 1, Section 6(E) of the Council policies, Mayor Pro Tem Margaret Lucht will report back to Council on the Texas Police Chiefs Association (TPCA) Annual Conference.

Presenter: Margaret Lucht, Mayor Pro Tem

11. Audit Committee Meeting Report

Councilmember Moore, Chair of the Audit Committee, and Staff, will brief Council on the Weaver Presentation, Building Inspection Permit Process Audit, Revenue Recovery Efforts Audit, and Firewheel Golf Course Operations Audit and Management Report.

Presenter: Jedson Johnson, City Auditor

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.

12. City Manager Appointment to Fill an Unexpired Term for Seat 2

- **Patricia Anthony- Civil Service Commission**

ANNOUNCE FUTURE AGENDA ITEMS

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

ADJOURN

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

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

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

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



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 6, 2026

Title: Youth Programs Standards of Care to Meet the Requirements of Texas Human Resources Code 42.041.

Submitted by: Albert Montero, Recreation Services Director

Strategic Focus Area: Customer-Focused City Services

Issue / Summary

Council is requested to consider an ordinance for the Youth Programs Standards of Care to meet the requirements of Texas Human Resources Code 42.041. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Background

Texas Human Resources Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs for children operated by municipalities from state child care licensing. In order to receive exempt status for elementary age (ages 5–13) and teen recreation programs, a municipality must adopt a Youth Programs Standards of Care ordinance after a public hearing, then submit a copy of the standards, a notice of the public hearing and a copy of the program and ordinance adopting the standards to the state.

Parks and Recreation Department staff have formulated Standards of Care for youth programs that include staffing ratios, minimum staff qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a daycare facility. No revisions have been made to the Standards of Care adopted by Council in 2025.

Consideration / Recommendation

Staff recommends Council approve an ordinance for the Youth Programs Standards of Care.

Attachments

- A. Standards of Care 2026
- B. Ord - Youth Program Standards of Care 2026



GARLAND

City of Garland Youth Program Standards of Care

The following Youth Program Standards of Care (“Standards of Care”) allow for exemption from state licensing by the City of Garland, Texas pursuant to Texas Human Resources Code §42.041(b)(14). The Standards of Care are intended to be minimum standards by which the City of Garland Parks and Recreation Department will operate the City's Youth Programs (“Programs”). The Programs operated by the city are recreational in nature and are not day care programs.

GENERAL ADMINISTRATION

1) Organization

- A. The governing body of the Programs is the City Council.
- B. Implementation of the Standards of Care is the responsibility of the Director and Department employees.
- C. These Standards of Care apply to all Programs.
- D. Each Garland recreation center will have available for public review a current copy of the Standards of Care.
- E. Parents will be provided a current copy of the Standards of Care, and a copy will be posted at the center.
- F. Criminal background checks will be conducted on prospective Program employees ages 18 and older. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) a felony or a misdemeanor classified as an offense against a person or family.
 - (2) a felony or misdemeanor classified as public indecency.
 - (3) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance.
 - (4) any offense involving moral turpitude; or
 - (5) any offense that would potentially put youth participants or the city at risk.

2) Definitions

As used in these Standards of Care, the following words and phrases shall have the following meanings, unless the context clearly indicates a different meaning:

- A. *City*: City of Garland, a Texas home rule municipality located in Dallas County, Texas.
- B. *City Council*: City Council of the City of Garland.
- C. *Department*: City’s Parks and Recreation
- D. *Director*: The Recreation Director of the Department or their designee.
- E. *Employee(s)*: Term used to describe people who have been hired to work for the City and have been assigned responsibility for managing, administering, or implementing some portions of the Programs.
- F. *Parent(s)*: This term will be used to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Programs.
- G. *Participant*: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

H. *Program or Youth Program*: City recreation programs consisting of the Standing Tall and Reaching for Success (STARS) Camp, the Duck Creek Adventure Camp, Fields Summer Camp, Granger Summer Camp, Hollabaugh Summer Camp, Holford Summer Camp and such other recreation programs operated from time to time by the Department where the participants are Youth.

I. *Program Leader or Leader*: A Department part-time employee who has been assigned responsibility to implement the Programs.

J. *Program Manual*: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Programs.

K. *Program Site*: The recreation center where program is located.

L. *Program Supervisor or Supervisor*: The Department's full-time Recreation Specialist who has been assigned administrative responsibility for one or more of the Programs.

M. *Recreation Center*: One of six facilities operated by the City of Garland.

N. *Youth*: A child who is at least five (5) years of age but not older than twelve (12) years of age.

O. *Recreation Manager*: The Recreation Manager of the Department or their designee.

3) Inspections/Monitoring/Enforcement

A. The Director or Recreation Manager will make visual inspections of the Program based on the following schedule:

- (1) Program will be inspected twice during the summer 8-week session.
- (2) Programs scheduled during winter break and spring break will be inspected once.
- (3) The inspection schedule of other Programs shall be determined when established and will be based on the duration of the Program.

B. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor. The Supervisor will be responsible to take the necessary steps to resolve the problems.

Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Director and the complaint and the resolution will be noted.

4) Participation

A. Before a Youth can participate, a Parent must sign registration forms that contain:

- (1) The name, address, phone number of the Youth.
- (2) The name, address, and phone number of the Youth's Parent or Guardian.
- (3) The names and phone numbers of people to whom the Youth can be released.
- (4) A statement/description of the Youth's special problems or needs.
- (5) Emergency medical authorization.
- (6) Proof of residency when appropriate; and
- (7) A liability waiver.
- (8) Disciplinary action forms

5) Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a Youth that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager or the Director. The Recreation Manager or Director will immediately notify the Police Department and any other agency as may be appropriate. Texas state law requires the staff of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

6) Youth Program Supervisor Qualifications

A. Supervisors will be full-time, professional employees of the city assigned to the Department and will be required to have all Program Leaders qualifications as outlined in Section 8 of these Standards of Care.

B. Supervisors must be at least 21 years old

C. Supervisors must have a bachelor's degree from an accredited college or university or equivalent work experience.

Acceptable degrees include:

(1) Recreation Administration or General Recreation.

(2) Physical Education; or

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment.

D. Supervisors must have one years' experience planning and implementing recreational activities or 2 years without a degree.

E. Supervisors are required to undergo a background investigation.

F. Supervisors must have successfully completed a course in first aid, Cardiopulmonary.

Resuscitation (CPR), and AED based on either American Heart Association or American Red Cross standards.

7) Supervisor's Responsibilities:

A. Supervisors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Supervisors are responsible to recommend for hire, supervise, and evaluate Leaders.

C. Supervisors are responsible to plan, implement, and evaluate programs.

8) Youth Program Leader Qualifications:

A. Leaders will be part-time or temporary employees of the city assigned to the Department.

B. Leaders working with Youth must be age 18 or older.

C. Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with Youth.

D. Leaders must relate to Youth with courtesy, respect, tolerance, and patience.

E. Leaders must have successfully completed a course in first aid, CPR, and AED based on either American Heart Association or American Red Cross standards.

F. Leaders must pass a background investigation.

9) Leader Responsibilities:

A. Leaders will be responsible for providing Participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to the Youth Programs.

C. Leaders must ensure that Participants are released only to a Parent or an adult designated in writing by the Parent. A copy of the Department-approved plan to verify the identity of a person authorized to pick up a Participant if that person is not known to the Leader will be on file at the Recreation Center.

D. Leaders are not allowed to post pictures or videos of campers on any personal social media platforms.

10) Training/Orientation:

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. Supervisors will provide each Leader with a Program manual specific to Youth Programs.
- B. Program employees must be familiar with the Standards of Care as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.
- F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

11) Staff-Participant Ratio

- A. The standard ratio of Participants to Leaders in the Programs will be 15 to 1. In the event a Leader is unable to report to work, a replacement will be assigned.
- B. Each Participant shall have a Program employee who is responsible for the Participant and who is aware of the Participant's habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

12) Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a Participant being suspended from the Program.
- F. In instances where there is a danger to Participants or Program staff, offending Participants will be removed from the Program Site as soon as possible.

13) Programming

- A. Program employees will attempt to provide activities for each group according to the Participants' ages, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide time periods that include:
 - (1) Alternating active and passive activities.
 - (2) Opportunity for individual and group activities.
 - (3) Outdoor time each day as weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - (1) During trips, Program employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.
 - (2) Program employees must have a written list of the Participants in the group and must check the roll frequently.
 - (3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

14) Communication

- A. Each age group will have communication availability to allow the age group to be contacted by Recreation Center personnel.
- B. The Supervisor will make available the following phone numbers adjacent to a phone accessible to all Program employees at the Recreation Center:
 - (1) Garland ambulance or emergency medical services
 - (2) Garland Police Department
 - (3) Garland Fire Department
 - (4) Recreation Center
 - (5) Numbers at which Parents may be reached
 - (6) The phone number for the Program Site itself

15) Transportation

- A. Before a Participant may be transported to and from the Program Site or other location by means of transportation provided by the city, a transportation form, completed by the Parent, must be filed with the Supervisor.
- B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport Participants.

FACILITY STANDARDS

16) Safety

- A. Program employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for the Participants' use.
- D. Program employees must have first aid supplies readily available in a designated location at each Program Site, during transportation to an off-site activity, and for the duration of any off-site activity. Program employees must have an immediately accessible guide to first aid and emergency care.
- E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.

17) Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' priority is to evacuate the Participants to a designated safe area.
- B. The Program Site will have an annual fire inspection and the resulting report will detail any safety concerns observed. The report will be forwarded to the Recreation Manager who will review and establish deadlines and criteria for compliance.
- C. All Program employees will be trained in the proper use of fire extinguishers as well as locations of fire extinguishers throughout the Recreation Center.
- D. Fire drills will be initiated at the Recreation Center based on the following schedule:
 - (1) Summer Camps: A fire drill twice during the summer sessions.
 - (2) Winter and spring break camps: A fire drill once during the winter and spring sessions.
 - (3) Other Programs: The time and frequency will be determined at the time the Program is established and will be based on the duration of the Program.

18) Health

A. Illness or Injury

- (1) A Participant who is considered to be a health or safety concern to other Participants or Program employees will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program employees.
- (3) Program employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Administration of Medication

Program employees will administer medication to a Participant only if:

- (1) Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages.
- (2) Prescription medications are in the original containers labeled with the Participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the Participant's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. Program employees will administer it only according to label direction.
- (4) Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.
- (5) Program employees must ensure medications are inaccessible to Participants or if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.
- (2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) Each Program Site must have adequate light, ventilation, and heat.
- (2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a sanitary manner.
- (3) Program employees must see that garbage is removed from buildings daily.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE CITY OF GARLAND PARKS, RECREATION, CULTURAL ARTS DEPARTMENT; DIRECTING THAT A COPY OF THIS ORDINANCE, THE ADOPTED STANDARDS OF CARE, AND OTHER PROGRAM INFORMATION BE DELIVERED TO THE STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Human Resource Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs operated by municipalities for children from state child care licensing;

WHEREAS, in order to receive exempt status for an elementary age (ages 5-13) recreation program, a municipality must adopt standards of care ordinance after a public hearing for the program, then submit a copy of the standards, a notice of the public hearing for the program, a copy of the program, and a copy of the ordinance adopting the standards to the State;

WHEREAS, the City of Garland, Texas, has formulated standards of care that at a minimum includes staffing ratios, minimum staff, qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a Child care facility; and

WHEREAS, the City Council, after conducting a public hearing and affording a full and fair hearing to all citizens, and in the exercise of legislative discretion, has concluded that the attached standards of care should be approved.

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

Section 1

The City of Garland, Texas, hereby adopts the standards of care for an elementary age recreation program, which is attached as Exhibit "A" and incorporated herein by reference, pursuant to Section 42.041 (b)(14), Texas Human Resources Code.

Section 2

That the Managing Director of Parks, Recreation, and Cultural Arts shall cause a copy of the standards, a notice of the public hearing for the program, a copy of the program, and a copy of this Ordinance adopting the standards be delivered to the State in accordance with the applicable regulations.

Section 3

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: April 6, 2026

Title: Senior Citizens Advisory Commission Bylaw Change

Submitted by: Jesse Johnson, Recreation Services Supervisor

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

The Senior Citizens Advisory Commission is proposing updated bylaws to better reflect the Commission’s structure and operations. The proposed revisions provide clearer guidance and align with current practices.

Background

The current bylaws are based on a standard template and do not fully reflect the specific structure and operations of the Senior Citizens Advisory Commission. The proposed updates were developed to better define roles, procedures, and expectations, ensuring the Commission can effectively support and advise Council on senior-related issues.

Consideration / Recommendation

Council is requested to consider approving changes to the Senior Citizens Advisory Commission bylaws. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 5, 2026 Regular Meeting.

Attachments

- A. GSCAC Bylaws 2026

BYLAWS
OF
SENIOR CITIZENS ADVISORY COMMISSION
GARLAND, TEXAS

ARTICLE I

Powers, Duties, Purpose

Section 1. The powers, duties, objectives, and purposes of the Senior Citizens Advisory Commission of the City of Garland, Texas are those set forth under [state law, the Garland City Charter, Garland Code of City Ordinances.

Section 2. The purpose of the Senior Citizens Advisory Commission, a member body, is to generate broad-based public awareness of, and support for, senior citizens' concerns. Accomplished by a membership of community interested in senior issues, the Commission shall be advisory to the City Council and shall evaluate current issues affecting senior citizens living in Garland and shall bring them to the attention of the City Council.

Section 3. The Senior Citizens Advisory Commission shall endeavor to raise public awareness of seniors' needs and issues to the City Council as requested.

ARTICLE II

Commissioners and Officers

Section 1. The Commission is comprised of one Commissioner representing each City of Garland Council District and one Commissioner appointed by the Mayor. All appointed persons shall be residents of the City of Garland. The officers of the Senior Citizens Advisory Commission shall be a Chairperson, Vice Chairperson, and Secretary - the Secretary shall not be a member of the Commission.

Section 2. The Chairperson shall preside over all meetings of the Commission and have all duties generally conferred by Robert's Rules of Order, state or local law, or Council policy. The

Chairperson may participate in the discussion of all matters before the Commission and vote thereon. The Chairperson shall be responsible for the efficient and orderly transaction of Commission business. The Chairperson may serve a maximum of three (3) two (2) year consecutive terms. Upon completion of the third term, the Chairperson shall be ineligible to serve again in that role until at least one full term has passed. After this break in service, the individual may again be considered for election or appointment as Chairperson.

Section 3. The Vice Chairperson shall have the authority to perform all duties of the Chairperson in the event the Chairperson is absent or unable to perform the duties of the office. The Vice Chairperson may serve a maximum of three (3) two (2) year consecutive terms. Upon completion of the third term, the Vice Chairperson shall be ineligible to serve again in that role until at least one full term has passed. After this break in service, the individual may again be considered for election or appointment as Vice Chairperson.

Section 4. The Senior Citizens Advisory Commission member qualifications shall be the same as for Council Members. Each City Council member and the Mayor shall appoint one person to serve on the Commission. All Commission members shall reside within the corporate limits of the City of Garland, Texas.

Section 5. A member of the Senior Citizens Advisory Commission who is absent for more than three (3) regular meetings, or twenty-five (25) percent, whichever is greater, in one (1) appointment year, shall forfeit appointment, unless the absence is excused by the Chair. When a member has forfeited appointment due to absences, the City Council shall be asked to declare the position vacant and appoint a member for the unexpired portion of the term. If the vacancy cannot be filled by a resident of the Council district, then a resident of another district may be appointed to fill the vacancy.

Section 6. The Secretary, or the Staff Liaison's designee in the event the Secretary is absent or unable to perform the duties of the office, shall keep the minutes and records of the Commission, prepare the agenda of regular and special meetings, provide notice of meetings, agendas, and copies of minutes to members of the Commission at least three business days before each scheduled meeting, and other duties that are normally performed by the office of Secretary. It shall be the duty of the Secretary to submit to

the Commission the minutes of the previous meeting so that the same may be corrected, if necessary, to accurately reflect the proceedings of the last meeting. The minutes shall not be official until they are adopted by a majority vote of the Commission.

ARTICLE III

Appointment of Officers

Section 1. The Chairperson and Vice Chairperson shall be elected annually at the first regular meeting in October. Nominations shall be made from the members of the Commission, the election shall follow immediately thereafter. The candidate receiving the most votes for the office for which the candidate was nominated shall be declared elected and shall take office at the next scheduled meeting. Upon request of a member of the Commission, or at the discretion of the Chairperson, the election may be by ballot.

Section 2. The Staff Liaison shall appoint the Secretary from staff of the Department.

Section 3. In the event of a mid-term vacancy, for whatever reason, it shall be filled by the Council at a regular meeting.

ARTICLE IV

Meetings

Section 1. Regular meetings will be held first Thursday each month at 9:00 a.m. In the event a regular meeting falls on a holiday or upon a day resulting in a conflict with another city or special event, the Commission, by a majority vote, may change the date and time of the regular meeting of the Commission.

Section 2. Special meetings may be called at any time by the Chairperson or upon written request by three members of the Commission.

Section 3. Five (5) members of the Commission shall constitute a quorum. No official action shall be taken unless a quorum is present on the item or matter being considered by the Commission.

Section 4. All decisions and recommendations of the Commission shall be made in meetings open to the public and a vote taken at such meetings and duly recorded. All meetings shall be held in accordance with the provisions of the Open Meetings Act.

Section 5. Parliamentary procedure shall be generally governed by Roberts Rules of Order, which may be suspended upon a majority vote of the Commission, except when in conflict with state or local law. In the event of a conflict between Robert's rules of Order and state or local law, then state and local law shall govern.

Section 6. Upon a timely and written request directed to the Staff Liaison, from the Chairperson, or any two members of the Commission, to place an item for consideration or recommendation on the agenda, the item shall be added to the next regularly scheduled Senior Citizens Advisory Commission meeting agenda.

ARTICLE V

Committees

Section 1. Special committees may, from time to time, be appointed by the Chairperson of the Commission. Among other tasks, a special committee may be assigned any issue that may be considered by the Commission. Special committees shall be composed of at least three members of the Commission. A quorum of a special committee shall consist of at least two members.

Section 2. A committee chairperson shall be appointed from the membership of each committee by the Chairperson of the Commission. The committee chairperson shall preside over committee meetings, shall vote upon all matters and shall report the results of committee meetings to the Commission.

ARTICLE VI

Amendments

These Bylaws may be changed at any regular meeting of the Commission by a two-third (2/3) vote of all members. Any proposed

change or amendment of these rules shall be delivered to members not less than three days in advance of the meeting at which a change or amendment is considered for adoption.

ARTICLE VII

Temporary Waiver of Bylaws

These Bylaws may be temporarily waived for the duration of a meeting by a two-third (2/3) vote of the members present.

VIII

Miscellaneous

Section 1. Severability. If any part or provision of these Bylaws, or the application of these Bylaws to any person or circumstance, is adjudged invalid by any court of competent jurisdiction, the judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which the judgment shall be rendered, and it shall not affect or impair the validity of the remainder of these regulations or the application of them to other persons or circumstances. The Senior Citizens Advisory Commission hereby declares that it would have enacted the remainder of these Bylaws even without any such part, provision, or application that is judged to be invalid.

Section 2. Savings Provision. These Bylaws shall not be construed as terminating, dismissing, or abating any action now pending under, or by virtue of, prior existing regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the Senior Citizens Advisory Commission or the City under any section or provision existing at the time of the effective date of these Bylaws, or as vacating or annulling any rights obtained by any person, firm or corporation, by lawful action of the Senior Citizens Advisory Commission or the City except as shall be expressly provided herein.

Adopted by the Senior Citizens Advisory Commission on this 5th day of February, 2026.



GARLAND

CITY COUNCIL STAFF REPORT

3

Meeting Date: April 6, 2026
Title: Substantial Damages Assessment Services Contract
Submitted by: Tamera Wilson, Department Coordinator I
Strategic Focus Area: Safe Community
Future-Focused City Organization

Issue / Summary

Council is requested to consider a professional services contract with Freese and Nichols, Inc. for Substantial Damages Assessment Services. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Background

The City of Garland participates in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). As a participant in the NFIP, the City performs various flood prevention activities required by FEMA. One activity the City performs is monitoring home improvements to flood-prone properties. FEMA has an established requirement where any flood-prone property cannot be improved by more than fifty percent (50%) of the structural value of the home. This would include an addition to the home, remodeling and/or repairs after a flooding event. The term used for these repairs or improvements is "Substantial Improvement."

FEMA requires the participating cities to perform Substantial Damage Assessments (SDA) of flood-damaged properties after any flood disaster event. The City is responsible for evaluating the damage to each flood-prone structure that sustains damage after a flood event. The assessment would include entering the structure for proper evaluation. The City has over 500 flood-prone properties and does not have the resources to perform these SDA's, should all 500+ properties sustain damage in a major flood event. Chances that all 500+ properties sustain damages from the same storm event are unlikely. However, even 100 or more properties sustaining damage would require more resources than the City can provide. Freese and Nichols (FNI) have resources available and can activate teams of evaluators, properly trained to perform the SDA's, per FEMA's requirements. FNI's available resources allow them to mobilize and perform the necessary SDA's quickly and efficiently.

The contract with FNI is an "on-call" contract to be activated after a flood disaster event. The contract terms will be agreed upon for one (1) year, with four (4) subsequent annual renewals. A new contract will be negotiated after five (5) years or should any FEMA policy changes require scope of work or contract modifications.

The City Attorney's Office has reviewed the Substantial Damages Assessment Services Contract.

Consideration / Recommendation

Staff recommends contracting with Freese and Nichols, Inc. for Substantial Damages Assessment Services. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Attachments

- A. Garland Substantial Damages Assessment Contract Final

CONTRACT FOR POST FLOODING SUBSTANTIAL DAMAGES ASSESSMENT SERVICES

THIS CONTRACT is made and entered into _____, _____ 2026, by and between the City of Garland, Texas, a Texas home-rule municipality, (hereinafter called “CITY”), and Freese and Nichols, Inc., a corporation, duly authorized to transact business in the State of Texas (hereinafter referred to as “CONTRACTOR”).

RECITALS

WHEREAS, it is in the public interest for the CITY to have pre-positioned contracts for substantial damages assessment services should a major flooding event occur; and

WHEREAS, the City conducted a Request for Proposal (“RFP”) for professional services (Bid No. 0712-23); and

WHEREAS, the CITY, as a result of that RFP, desires to enter into a service contract with CONTRACTOR for substantial damages assessment services.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

**I.
SCOPE OF SERVICE**

CONTRACTOR is the primary contractor for substantial damages assessment services and agrees to provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services necessary to perform services in the event of a flood or major weather event necessitating substantial damages assessments as specified in the Contract documents. The primary purpose of these contracted assessment services is to ensure that the substantial damage assessments are done properly and expeditiously.

CONTRACTOR hereby covenants and agrees that CONTRACTOR shall work closely with the CITY's Building Inspection Manager or the Manager's designee, and other appropriate officials of the CITY, and that CONTRACTOR is to perform any and all required tasks, including but not limited to performing substantial damages assessments, training City building inspectors on how to conduct substantial damages assessments, and data collection and reporting as required of CONTRACTOR to fulfill the purposes of this Contract.

**II.
CONTRACT DOCUMENTS**

For the consideration agreed below to be paid to CONTRACTOR by CITY, CONTRACTOR shall provide substantial damages assessment services as specified in the Contract documents, which shall consist of the following:

1. This written Contract
2. Insurance Requirements (Exhibit C)
3. Scope of Services and Responsibilities of Client (Attachment SC)
4. Compensation (Attachment CO)

All of the Contract documents are incorporated by reference and made a part of this Contract for all purposes; provided, however, that in case of a conflict between any of the Contract documents, the terms and conditions shall control in the order listed above and are final and binding on both parties. CONTRACTOR and CITY agree that should any dispute or questions arise respecting the true construction or meaning of any of the Contract documents, the true meaning shall be decided by CITY and such decision shall be binding and conclusive upon CONTRACTOR.

III. MOBILIZATION

CONTRACTOR agrees to commence services upon a written Notice to Proceed from the CITY and to complete the required services in accordance with a work schedule mutually established by the CITY and CONTRACTOR. Any work performed or expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of a written Notice to Proceed from the CITY shall be entirely at CONTRACTOR'S own risk. When the written Notice to Proceed has been received by CONTRACTOR, CONTRACTOR shall begin performance of contracted services within 24 hours and shall make all necessary arrangements to mobilize 100% of the required resources within 72 hours to commence and conduct these contracted services.

IV. PERFORMANCE OF WORK

CONTRACTOR shall perform all the work called for in this Contract on an as needed basis, when needed and requested by the CITY under the terms of this Contract. CONTRACTOR hereby covenants and agrees that all of CONTRACTOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in an efficient, timely and professional manner. Time is of the essence on all work performed under this Contract. Upon the CONTRACTOR'S receipt of request for work, the CONTRACTOR shall have two weeks to complete the specific work requested by the CITY.

This is not an exclusive contract for the work specified; other contracts have or may be awarded and the CITY makes no representations regarding the amount of work CONTRACTOR may receive under this Contract.

V. PAYMENT

CITY shall pay CONTRACTOR a sum not to exceed those unit prices for the purchase of services designated herein and in no event shall total payments under this Contract exceed FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) without additional written approval by CITY.

CONTRACTOR has furnished hourly rates in its proposal for the purpose of performing certain tasks as needed by the CITY. The parties agree to base invoices, only on the prices furnished in CONTRACTOR'S proposal attached as Attachment CO.

CONTRACTOR shall provide an invoice to CITY each month for services performed pursuant to this Contract and approved Notice(s) to Proceed. CITY will review invoices for acceptance and CITY will promptly notify CONTRACTOR of any invoice discrepancies. In no event should CITY be obligated or required to pay for unapproved or defective services/deliverables. CITY may withhold payment in whole or in part that would otherwise be due, if CITY in its sole discretion, determines that the services/deliverables have not been performed in accordance with this Contract and a Notice to Proceed.

Should a discrepancy result in rejection of any item(s) invoiced, CITY shall proceed with partial payment if applicable. Payment shall be made within thirty (30) calendar days after receipt and acceptance of each invoice by the CITY. The payment for services/deliverables shall only be for actual quantities of work completed and accepted by the CITY, based upon the prices specified in this Contract.

VI.
TERM

This Contract is effective on the date the Contract is signed by the last party (“Effective Date”) and shall terminate one calendar year from the Effective Date, unless terminated earlier under the terms of this Contract. The CITY may, at its sole discretion and subject to the annual appropriation of sufficient funds, renew this Contract for four (4) additional one (1) year terms. Hourly rates for services shall be subject to mutually agreed adjustment at each renewal.

VII.
MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party without the prior written consent of the other party.

VIII.
CHANGE IN WORK

The CITY, through its Building Inspection Manager or the Manager’s designee, may request changes in the scope and focus of the activities and services called for under this Contract. Any such change, which, in the opinion of CONTRACTOR or the CITY varies significantly from the scope and focus of the work, set out herein or entails a significant increase in cost or expense to CONTRACTOR, must be mutually agreed upon by CONTRACTOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work, which results in the increase in compensation to CONTRACTOR, must first be approved by the CITY's designated representative or CITY Council, where applicable.

IX.
TERMINATION

Unless otherwise provided in the Contract, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if CONTRACTOR fails to provide the services in accordance with the contract documents after giving seven (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate CONTRACTOR for any services made up to the time of termination. No amount shall be due for lost or anticipated profits.

X.
GOVERNING LAW AND VENUE

The parties agree that all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in a federal or state court of competent jurisdiction in Dallas County, Texas.

XI.

INDEPENDENT CONTRACTOR/LIMITED WARRANTY/INDEMNITY

It is agreed for all purposes hereunder, the CONTRACTOR is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of city. CONTRACTOR agrees and covenants that the services/deliverables provided under this contract shall be performed with the degree of skill and care normally exercised by normal professionals performing services of the same or substantially similar nature.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM CONTRACTOR'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY TO THE EXTENT ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS ACTING ON BEHALF OF, OR AT THE DIRECTION OF CONTRACTOR, WHETHER OR NOT ARISING OUT OF OR CAUSED IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), OR EXPENSES IN THE EVENT SUCH CLAIMS ARE SOLELY CAUSED BY THE INTENTIONAL ACTS OR GROSS NEGLIGENCE OF THE CITY.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS ACTING ON BEHALF OF, OR AT THE DIRECTION OF, CONTRACTOR; AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. NOTWITHSTANDING THE FOREGOING THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR CITY STAFF ACCOMPANYING THE CONTRACTOR. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS ACTING ON BEHALF OF, OR AT THE DIRECTION OF, CONTRACTOR.

XII.

LIMITATION OF LIABILITY AND WAIVER OF CLAIMS

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS TO THE CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTING ON BEHALF OF, OR AT THE DIRECTION OF CONTRACTOR WHICH ARE DIRECTLY OR INDIRECTLY

ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY CONTRACTOR, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS. IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

XIII.
INSURANCE

CONTRACTOR shall provide and maintain, for the term hereof, all such insurance as set forth in attached Exhibit C and it is the responsibility of CONTRACTOR to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

XIV.
DISCRIMINATION REGULATIONS

CONTRACTOR, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

XV.
NOTIFICATION

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

CITY

City of Garland
Engineering Dept. - Michael C. Polocek, P.E.
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 2025-2178
Email: mpolock@garlandtx.gov

CONTRACTOR

Freese and Nichols, Inc.
Scott Hubley, P.E., CFM
801 Cherry St.
Suite 2800
Fort Worth, Texas 76102
Phone: 817-735-7300
Email: skh@freese.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by

prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Contract, change his, her or its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this section.

XVI.
COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect CONTRACTOR or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, CONTRACTOR is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by CONTRACTOR of all benefits of this Contract; (ii) the retainage by CITY of all services performed by CONTRACTOR; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to CONTRACTOR pursuant to this Contract.

CONTRACTOR acknowledges that FEMA financial assistance may be used to fund all or a portion of this Contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVII.
MISCELLANEOUS

Anti-boycott Verification.

Pursuant to Chapter 2271 of the Texas Government Code, to the extent this Contract is a contract for goods or services, CONTRACTOR hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, subject to or as otherwise required by applicable Federal law, CONTRACTOR agrees not to boycott Israel during the term of this Contract. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. CONTRACTOR understands that, for the purposes of this Section, "affiliate" shall mean an entity that controls, is controlled by, or is under common control with CONTRACTOR and exists to make a profit.

Prohibition on Contracts with Certain Companies. CONTRACTOR and the person or persons executing this Contract on behalf of CONTRACTOR, or representing themselves as executing this Contract

on behalf of CONTRACTOR (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

Verification Contractor Does Not Discriminate Against Firearm Entities or Firearm Trade Associations. Pursuant to SB 19 of the 87th Regular Session of the Tex. Legislature, enacted on June 14, 2021, and any relevant provisions of the Texas Government Code, CONTRACTOR verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the Term of the Contract.

Verification Contractor Does Not Boycott Energy Companies. Pursuant to SB 13 of the 87th Regular Session of the Tex. Legislature, enacted on June 14, 2021, and any relevant provisions of the Texas Government Code, CONTRACTOR verifies that it does not boycott energy companies and will not boycott energy companies during the Term of the Contract.

Open Records Contracting Information. If this Contract is executed on or after January 1, 2020, and the Contract is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Purchaser agrees that this Contract may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

This Contract cannot be an unfunded liability of the CITY in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. All expenditures to be made by the CITY under this Contract are subject to the CITY’S appropriation of funds for such purpose to be paid in the budget year for which they are made. Accordingly, the CITY and CONTRACTOR agree that if the CITY fails to appropriate funds in any fiscal or budget year for the payment of any Services to be provided under this Contract, the CITY may terminate this Contract without liability and without penalty by giving CONTRACTOR written notice of such termination.

To the extent not otherwise covered in this Contract, the CITY retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that the CITY is entering into this Contract in its governmental capacity and the subject and nature of this Contract are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

CITY may review any and all of the services performed by CONTRACTOR under this Contract. CITY is hereby granted the right to audit, at CITY’s election, all of CONTRACTOR’s records and billings relating to the performance of this Contract. CONTRACTOR agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to CITY’s rights as may be disclosed by such audit.

XVIII.
SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

XIX.
SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XX.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Contract in counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF GARLAND
(CITY)

Freese and Nichols, Inc
(CONTRACTOR)

By: _____
Michael J. Betz
City Manager

By: _____
John Dewar, P.E.
Vice President/Principal

Date: _____

Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. The Engineer shall maintain the following insurance policies and levels until the termination of this Agreement.

(A) Commercial General Liability with policy limits of not less than of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage. The policy must contain a waiver of subrogation in favor of the City, and shall contain an endorsement requiring the City be given thirty (30) days notice of cancellation.

(B) Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage including a waiver of subrogation in favor of the City.

(C) Engineer shall provide workers compensation insurance at the statutory level and containing a waiver of subrogation in favor of the City.

(D) Engineer shall maintain Employer's liability with policy limits not less than One Hundred Thousand Dollars (\$100,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

(E) Engineer shall maintain professional liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. This policy must be written on an Occurrence Form. If coverage is provided on a Claims-Made Form, then it must have a retroactive date at least to the first date of the applicable contract for which coverage is provided. The policy shall also have an endorsement requiring the City be given thirty (30) days' advance notice of cancellation.

(F) The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

(G) To the fullest extent permitted by law, the Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Engineer as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies and shall apply to both ongoing and completed operations.

(H) Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

(I) The Engineer shall provide the City with certificates of insurance that evidence compliance with the requirements in this Section 10.

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

As a participating community of the National Flood Insurance Program, the City of Garland, Texas has a critical need to perform substantial damage assessments after a Presidential Disaster Declaration. All Substantial Damage assessments performed under this Scope shall use FEMA's regulatory definition of Substantial Damage: "Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred," as defined in FEMA P-758, Substantial Improvement/Substantial Damage Desk Reference § 1.1. All assessments shall be performed in accordance with the National Flood Insurance Program regulations (44 CFR §§ 59.1 & 60.3), the City of Garland Flood Damage-Prevention Ordinance (Chapter 31, Article VII), and FEMA's Substantial Improvement/Substantial Damage guidance (FEMA P-758 & SDE 3.0). The following paragraphs detail FNI's approach to performing substantial damage assessments upon request by the City of Garland. In addition, we have included optional tasks related to substantial damage.

This contract was procured in accordance with 2 CFR § 200.318–327. All costs incurred for Substantial-Damage Assessment services are expected to be eligible for reimbursement under FEMA Public Assistance, DRRR § 1206, subject to FEMA approval

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project. Note that this scope identifies anticipated processes and procedures. These processes and procedures may be modified based on the needs at the time services are provided.

- A. PRE-DISASTER PLANNING: FNI can provide professional services as requested as follows:
1. Substantial Damage Process Plan
 - a. Develop a Substantial Damage Process Plan to help streamline future substantial damage assessments. A plan would include the following:
 - Enterprise database of properties with related substantial damage information. This will facilitate more streamlined assessments.
 - Consolidation of previous substantial damage assessments completed for properties. Typically, substantial damage assessments are not consolidated in one database and results in challenges to understand previous impacts. Consolidating previous substantial damage assessments and developing standards for incorporating future assessments will allow for faster data analytics and reporting on the City's assessments.
 - Development of substantial damage assessment standards for the City. We recommend documenting the substantial assessment process so that both the City and Consultant have transparency on how the assessments are performed.
 2. Substantial Damage Training

- a. Substantial damage assessment training for City personnel. FNI can provide yearly training to select City personnel on how to perform substantial damage assessments. Then, the City will have trained resources to perform assessments, if desired.
3. Yearly Data Updates
 - a. FNI can review the substantial damage property list and update as needed. Reasons for updates might include elevating properties, demolishing properties, changes to the property, and/or SFHA updates.
- B. SUBSTANTIAL DAMAGE ASSESSMENTS: FNI can provide professional services as requested as follows:
1. Initial Activation
 - a. Work is authorized under NFIP requirements (44 CFR §60.3) and DRRRA §1206; all field activities shall comply with FEMA P-758 and the SDE 3.0 User Manual.
 - b. The City of Garland will activate substantial damage assessment task order by notifying FNI. FNI will set up an initial meeting with the City within 24 hours of notification to discuss the task details to include the following items:
 - Field Assessment Initiation: The incident severity will have an impact on when the assessments can start. FNI will coordinate with the City to determine the optimal start time considering accessibility and safety of the area.
 - Coordination with Local Law Enforcement and for Public Outreach: FNI will assist with coordination with local law enforcement and public outreach agencies to discuss safety protocols and citizen notification.
 - Assessment Priority: The City will share priority assessment locations.
 - Letter of Introduction. A letter of introduction is needed for the field teams to hand out during assessments to citizens who have questions. Consultant will provide a draft letter of introduction for the City to review.
 2. Data Management
 - a. The data management task includes reviewing the data, data analytics, and database creation. Data management will incorporate FEMA SDE methodologies and streamlined approaches.
 - b. Data Review: FNI will review the property list and incident specific data to streamline the number of field assessments that need to be performed. FNI will collect information on each property to be assessed. This information needs to include property address, construction type, square footage, flood zone, base flood elevation, foundation type, assessment value, and other attributes as identified in the FEMA SDE tool.
 - c. Market-Value Protocol: For every structure, FNI shall calculate pre-event market value (MV) using the Dallas Central Appraisal District (DCAD) Improvement Value (land excluded) multiplied by the written “Adjustment Multiplier” supplied by the Dallas County Tax

Assessor. The Tax-Assessor email or letter transmitting that multiplier shall be retained in the SDA project file.

- d. Data Analytics: Data analytics may be used to assist in prioritizing inspection routes; all Substantial Damage determinations must be supported by a physical inspection; the structure is clearly destroyed, or clearly undamaged and such condition is documented. No structure shall be excluded from inspection solely based on estimated percentage damage.
 - e. Repair-Cost Protocol: All unit prices and assemblies used to estimate repair costs shall be taken from RSMeans City Cost Index, Spring 2025 edition, or Craftsman-Book 2025 Repair & Remodel Cost Tables, adjusted with the current Garland, TX ZIP-code cost factor. The specific source, edition date, and adjustment factor will be cited in the SDE Notes field for each record.
3. Field Team Deployment Resources
 - b. FNI will deploy field teams with these resources:
 - Each field team will be provided with safety equipment including Level-C personal-protective equipment (PPE) including ANSI Z41-compliant steel-toe footwear, hard hat, high-visibility vest, gloves, 25-ft measuring tape, first-aid kit, Purell, and N95 respirators for mold-contaminated interiors, as well as flood maps, the FEMA Residential and Non-Residential Percent Damage Guidance documents, SDE tool, ID badge, and a "Letter of Introduction" from the community where the inspections are occurring. Each field team will also have a tablet loaded with SDE software as well as the capability to record GPS coordinates and a minimum of two digital photographs that meet the FEMA SDE criteria.
 - Health and Safety Plan (HSP): A HSP will be prepared that will address safety precautions for associated hazards and risks in performing field inspections in the City. Prior to commencement of field work, each assessor will be required to participate in the H&S Orientation and acknowledge receipt of the HSP. The Health & Safety Plan (HSP) shall incorporate FEMA's inspector safety guidance contained in FEMA P-758 Appendix B (pgs. B-1 to B-11), including requirements related to utilities hazards, mold exposure, structural instability, PPE, and inspection protocols in post-disaster environments.
 4. Orientation
 - a. FNI will provide orientation for our assessors, including a review of the organization and coordination protocols with the City as well as the project-specific HSP. Assessors will be trained to adhere to current City guidance on communications with property owners and residents of structures, restricting communications to the standards in the SDE Field Workbook and other FEMA guidance. FNI will not discuss with property owners the outcome of assessments but will refer all questions to City personnel.
 5. Assessments

- a. Inspection teams will consist of two-member teams. The number of teams will depend on the number of inspections required to be completed in a given time period and location. It is expected that each team will complete an average of 25 inspections per day.
- b. All structures with preliminary damage between 30 percent and 70 percent shall receive a second, independent assessment for quality control.
- c. Structures identified as inaccessible will be re-visited within seven (7) calendar days; if still inaccessible, FNI will submit an affidavit of due diligence documenting dates and conditions preventing entry.
- d. Daily inspections will record basic data for the property on the damage inspection assessment. Data entry will be consistent with Section 5.6 in the SDE Field Workbook.
- e. Quality assurance/quality control (QA/QC) measures will be implemented at every phase in this assignment. Daily, field team leaders will QA/QC approximately 10 percent of the assessments from the inspection teams and list any comments about the assessments, data entry issues, percent damage determinations, etc. The SDE specialists on the QA/QC team will QA/QC assessments with specific focus on all inspected structures that were damaged. The SDE specialist and the team leaders will specifically review the following items:
 - Structure/damage/NFIP information supports the base cost per square foot and geographic adjustments
 - Cost tab: Reasonableness of any cost adjustments or additional adjustments for quantity and unit costs, depreciation rating and the reasonableness of the percent damage by element.
 - Element percentages tab: Photos adequately substantiate the percent chosen by the inspector for each element item.
 - Verify each SDE record contains (a) GPS point lying inside the parcel polygon (± 10 m), (b) minimum two geotagged photos (front elevation & representative damage), and (c) a signed QC checklist.
- h. No assessment record will be considered complete until every file element required is present and passes QA/QC review.

6. Deliverables and Schedule

- a. Deliverables are anticipated to include the following:
 - Weekly status and daily geospatial reports indicating the number of completed assessments
 - Work plan to perform the SDE assessments
 - Damage inspection data entered into a database, including coordinates and photographs.
 - Market-Value Methodology Memorandum – one PDF that (a) cites DCAD source tables and download date, (b) states the Tax-Assessor Adjustment Multiplier with supporting email/letter, and (c) shows one worked MV example for transparency.

- Data that will generate a calculation of damage based on the Computed Actual Cash Value as calculated by the SDE.
 - SDE Database for assessed structures as a SDE Export File
 - Each SDE record shall include all documentation required under FEMA P-758 Chapter 5 and Chapter 6 and the SDE 3.0 User Manual, including: minimum two geotagged photos per structure, GPS coordinates with $\pm 10\text{m}$ accuracy, justification narratives for selected damage elements, documentation of any “no access” attempts, supporting repair cost evidence, and completed SDE data entry consistent with the SDE Field Workbook Section 5.6.
 - Owner Notification Package: editable templates for Substantially Damaged and Not-Substantially-Damaged letters, including NFIP ICC brochure. Owner Notification Packages prepared under this Scope of Services shall follow the structure and content requirements outlined in FEMA P-758, Chapter 7 (pp. 7-1 to 7-6) and Appendix D (pp. D-1 to D-7). Letters must include determination, basis for the decision, appeal rights, Increased Cost of Compliance (ICC) information, and required NFIP compliance steps.
 - Daily Permit-Hold CSV file: parcel ID, address, preliminary %-damage ($\geq 40\%$), which will be forwarded to the Building Inspection Department daily to ensure permits are held appropriately.
 - Final Audit Binder (electronic PDF): methodology narrative, sample worksheets, QA logs, Tax-Assessor multiplier email, RSMMeans/Craftsman screenshots. FNI shall assemble a complete Administrative Record for each assessed structure, consistent with FEMA P-758 Chapter 6.1–6.5 (pp. 6-1 to 6-15). The Administrative Record shall include market value documentation, repair cost worksheets, photographs, GPS data, inspection notes, QC documentation, correspondence, and final City-approved determination.
- b. Upon completion of the data collection, FNI will provide the data to the City. The City will assume responsibility for the data and is responsible for making the determination of the structure either being substantially damaged or non-substantially damaged. FNI shall submit all completed SDE records to the City for review and approval. No Substantial Damage determination shall be issued or communicated to property owners until the City has formally approved the determination. (*This City approval step is required under FEMA P-758, Chapter 1.4 (p. 1-5) and Chapter 6 (p. 6-12).*) The community has the right to accept, reject and/or revise the element percent damage data that has been delivered by FNI.

7. Project Management

- a. FNI will manage the work outlined in this scope for efficient and effective use of Engineer’s and City’s time and resources. Engineer will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City’s Project Manager and others as necessary to make progress on the work.
- b. Managing the Team
- Lead, manage and direct team activities
 - Employ quality control measures in performance of the work
 - Communicate internally among team members

- Task and allocate team resources
- c. Communications and Reporting
- Conduct frequent status and coordination meetings with the City.
 - Conduct internal coordination meetings.
 - Prepare invoices and submit monthly in the format requested by the City.
 - Provide daily or weekly progress reports. Prepare and submit monthly progress reports.
 - Coordinate with other agencies and entities as necessary.

ARTICLE II

TIME OF COMPLETION: FNI services will be authorized in writing by Client. The services will be completed in the timeframe agreed to at the time of authorization.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE III

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client

deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project.
- H. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- I. Bear all costs incident to compliance with the requirements of this Article.



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: April 6, 2026

Title: 2026 Homeland Security Grant Program Application Resolution

Submitted by: Joseph Ellis, Emergency Management Director

Strategic Focus Area: Safe Community

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.

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 FY 2026 NOFO. Therefore, each recipient must ensure that at least 35 percent (35%) of their total HSGP allocation is obligated toward eligible LETPA activities.

Consideration / Recommendation

Council is requested to consider a resolution authorizing the FY2026 Homeland Security Grant Program (HSGP) Urban Area Security Initiative (UASI) application. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 7, 2026 Regular Meeting.

Attachments

- A. City Council Policy Report -HSGP Resolution 2026
- B. FY26 UASI Grant Resolution (1)



Policy Report

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.
 - o 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.
 - o 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
 - o 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
 - o 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

5

Meeting Date: April 6, 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. Unless otherwise directed by council, this item will be scheduled for formal consideration at the April 7, 2026, Regular Meeting.

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

By: 

Name: Renji John

Title: Owner

Email: renji4u@hotmail.com

Date: March 20, 2026

Address:

922 Myers Meadow Dr
Garland TX 75043

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

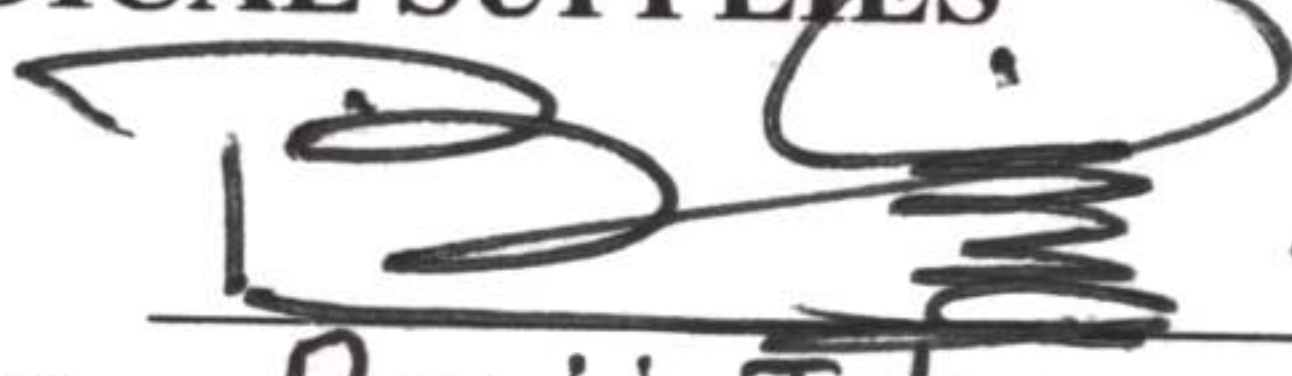
That **RENJI JOHN DBA ALPHA OMEGA MEDICAL SUPPLIES** ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality ("Grantee"), whose address is PO BOX 469002, Attn: Michael J. Betz, 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 20th day of March, 2026.

GRANTOR:

**RENJI JOHN DBA ALPHA OMEGA
MEDICAL SUPPLIES**

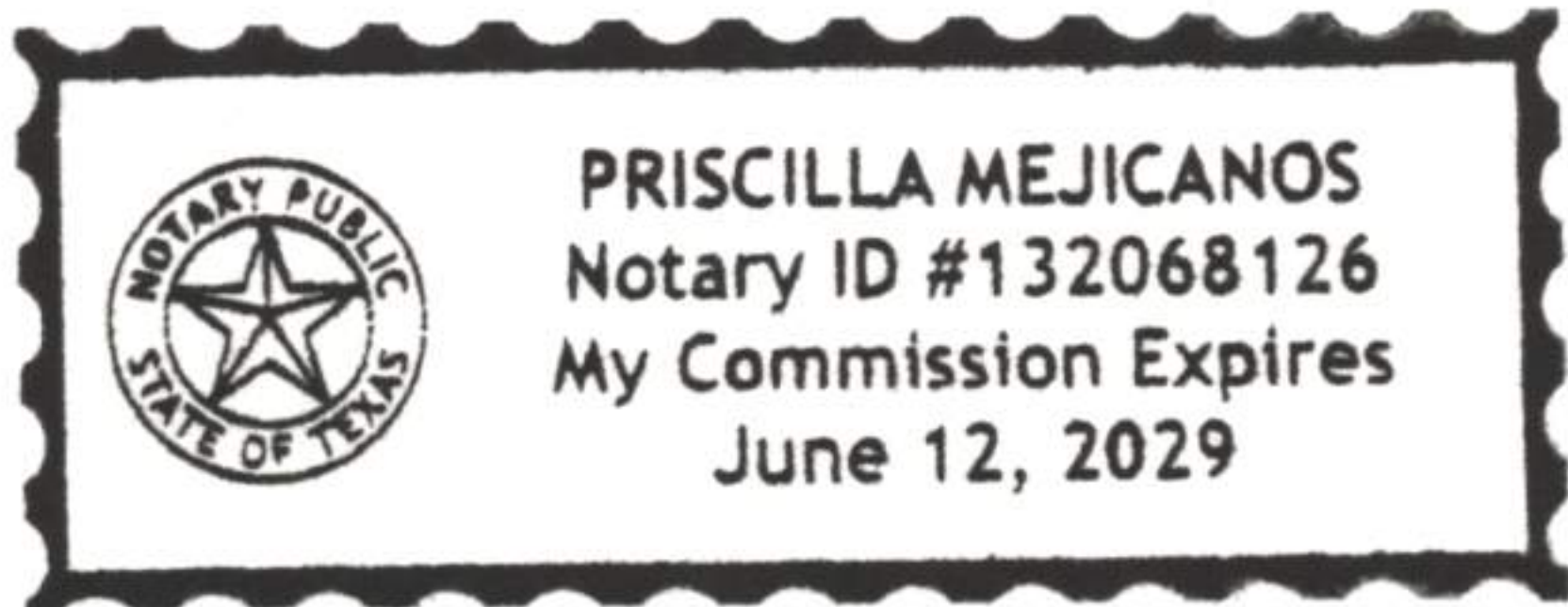
By: 
Name: Renji John
Title: Owner

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

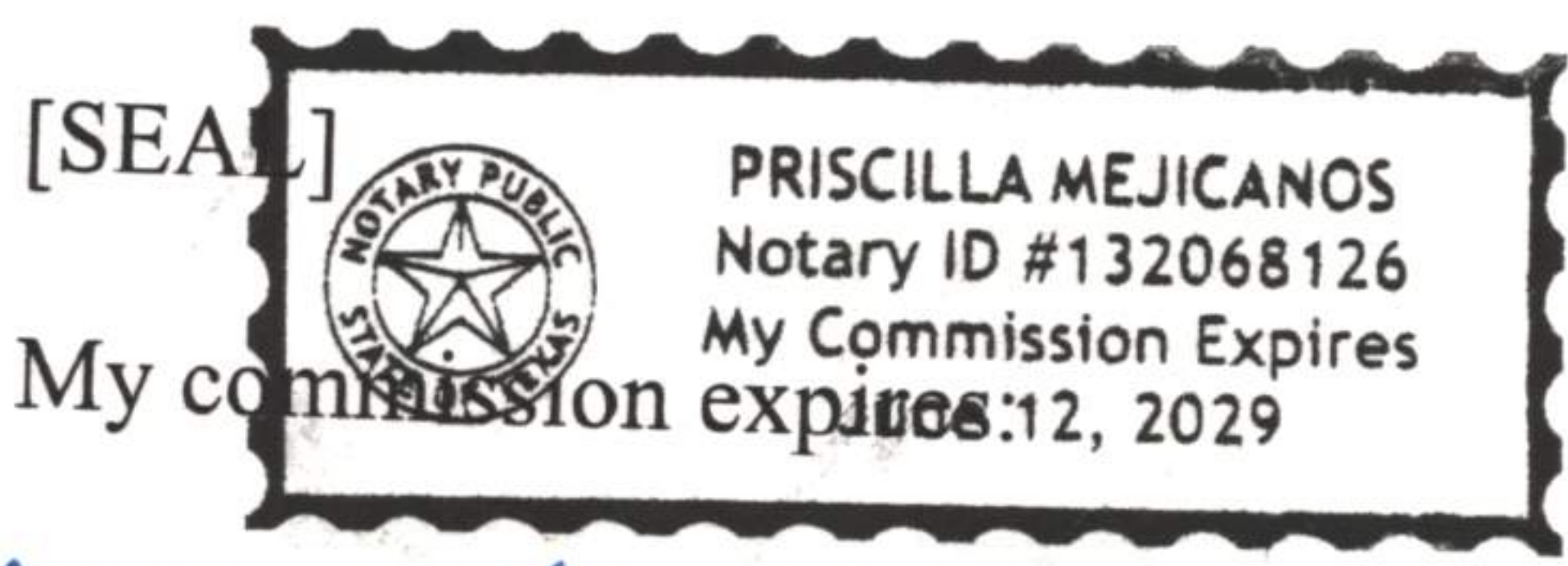
By: 

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.



June 12th 2029

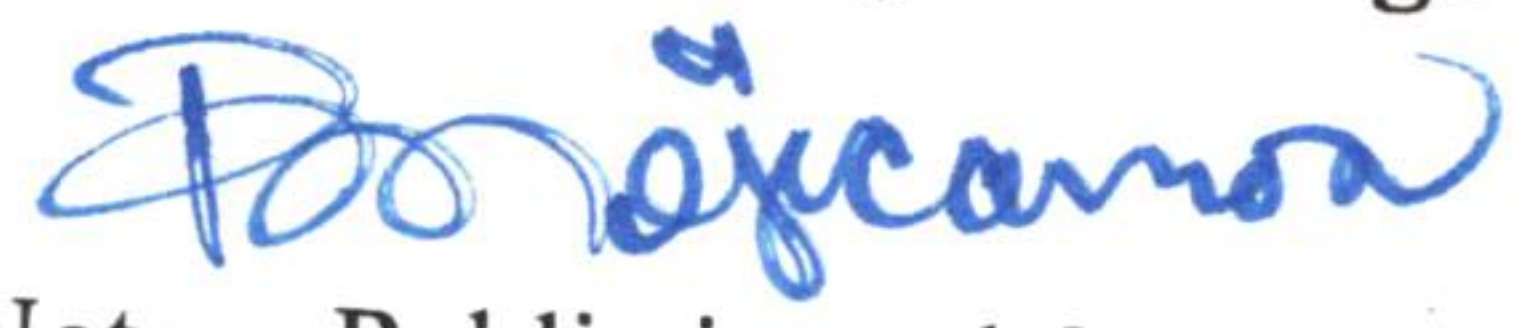

Notary Public in and for the State of Texas
Priscilla Mejicanos
Printed Name of Notary Public

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

Meeting Date: April 6, 2026

Title: Holford Aquatic Center Season Pass Proposal

Submitted by: Albert Montero, Recreation Services Director

Strategic Focus Area: Customer-Focused City Services

Issue / Summary

Staff will present a proposal for the addition of season passes at Holford Aquatic Center, including research and benchmarking of aquatic facility pass options from surrounding cities. Based on this analysis, staff recommends introducing both a 5-day and 7-day season passes. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Background

Council requested during the August 2025 Budget meeting that staff explore the addition of season passes at Holford Aquatic Center. In response, staff conducted research and benchmarked aquatic facility pass options offered by surrounding cities. Based on this analysis, staff recommends introducing both a 5-day season pass and a 7-day season pass to provide flexible options for residents while aligning with common practices in neighboring communities.

Consideration / Recommendation

Staff recommends that Council approves the proposed update to the Fee Ordinance at the April 21, 2026.

Attachments

- A. Holford Season Pass Proposal
- B. Season Pass Fees- 2026 Benchmark
- C. Proposed Season Pass Fees

7 Day Pass	Current Rate	Proposed	Average Benchmark
7 day- Adult - 13+- Res	N/A	55	57
7 Day- Youth - 2-12-Res	N/A	50	55

Weekday Pass	Current Rate	Proposed	Average Benchmark
Weekday- Adult - 13+- Res	N/A	40	N/A
Weekday- Youth - 2- 12-Res	N/A	35	N/A

Holford		
	Season Pass- Resident- Youth	Season Pass- Resident- Adult
Rowlett	50	60
Dallas (community)	85	85
Richardson	45	45
Keller	N/A	N/A
Hurst	50	50
Mesquite	45	45
	55	57

Season Pass- Non Resident- Youth	Season Pass- Non Resident- Adult
60	80
85	85
65	65
N/A	N/A
150	150
60	60
84	88

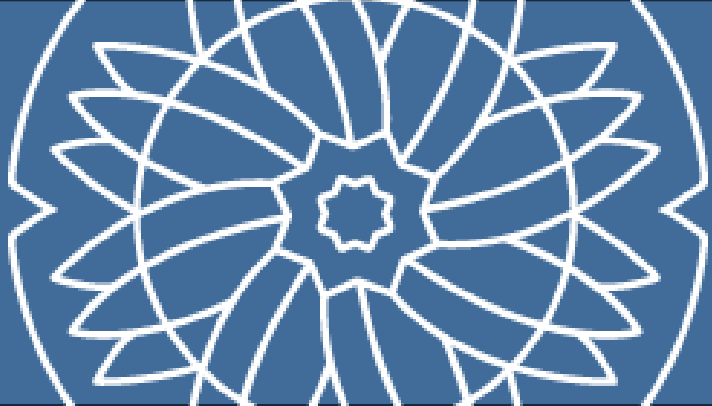


GARLAND

City of Garland

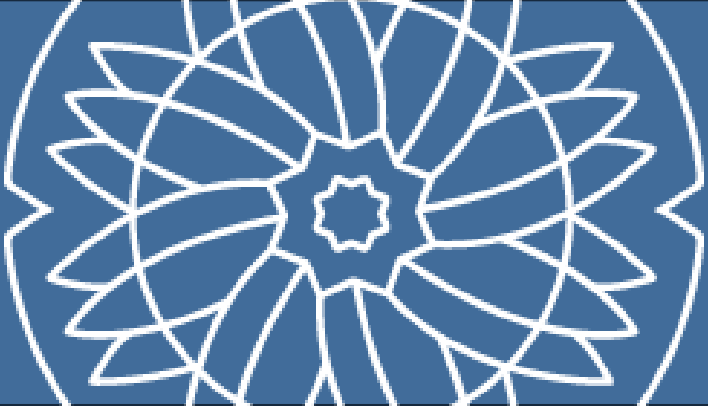
Parks and Recreation Department





Proposed Holford Season Pass Fees Residents Only

Fee Description	Proposed Fee	Benchmark Average
7 Day Resident Adult- 13+	\$55	\$57
7 Day Resident Youth- 2-12	\$50	\$55
Weekday Resident Adult- 13+	\$40	NA
Weekday Resident Youth- 2-12	\$35	NA



	Holford	
	Season Pass- Resident- Youth	Season Pass- Resident- Adult
Rowlett	50	60
Dallas (community)	85	85
Richardson	45	45
Keller	N/A	N/A
Hurst	50	50
Mesquite	45	45
Garland Proposed 7 Day Pass	50	55
Garland Proposed Weekday Pass	40	35
Average	55	57

Thank You

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

7

Meeting Date: April 6, 2026
Title: DART Interlocal Agreement
Submitted by: Courtney Vanover, Deputy City Secretary
Strategic Focus Area: Sound Governance and Finances

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.

Background

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

Consideration / Recommendation

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

Attachments

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

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”¹ 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:

¹ 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 15th 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



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

	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
			Total Estimated	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
Total		\$ 8,226,710	\$ 24,338,885	\$ 307,131	\$ 211,061,217	\$ 11,674,590	\$ 24,229,270	\$ 600,945

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
Total		\$ 4,404,044	\$ 54,488,117	\$ 61,277,993	\$ 26,115,714	\$ 4,676,789	\$ 3,390,234	\$ 434,791,638

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

DART GMP Funds ILA

April 6, 2026

Key Provisions of the Agreement



- DART has already signed the Agreement
- Garland must sign no later than April 30, 2026
- Agreement terminates September 30, 2031 (with special provisions for payments and projects in progress)

Estimated Funds for Garland



2026	\$2,149,165
2027	\$3,041,345
2028	\$3,683,068
2029	\$4,369,171
2030	\$5,102,100
2031	\$5,884,442
Total	\$24,229,270

Use of Funds on Eligible Projects



Must be an **Eligible Project** Approved by DART which is a PTS or CTS project:

- **(PTS) 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.
- **(CTS) 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***.

Scope of Services and Project Submittals



- 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 Garland under a separate funding agreement between DART and Garland.
- Projects must be submitted by Garland to DART no later than June 30th annually.
- DART has 14 days to approve a project. If DART does not deny within 45 days, the project will be deemed approved.

Payment Provisions and key deadlines



- Assuming that there are no discrepancies, DART funds shall be distributed by 10/1 of each year
- Garland must make semi-annual reports on progress on 1/15 and 7/15
- All projects must be contracted by September 30, 2033
- All funds must be encumbered by September 30, 2033
- All projects must be substantially complete by 2036

Withdrawal from DART



- If Garland 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.
- If Garland withdraws from DART pursuant to an election prior to September 30, 2031, then any GMP Funds disbursed by DART and unencumbered by Garland shall be reimbursed to DART.

Legislative Restrictions



- 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.
- 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.
- If Garland violates this provision, any GMP Funds previously disbursed by DART and unencumbered by Garland under this Agreement shall promptly be reimbursed to DART and all future annual payments will be forfeited; provided, however, DART must notify Garland of any violation of this provision in writing and Garland 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.

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

8

Meeting Date: April 6, 2026
Title: Code Compliance Civil Citation Program
Submitted by: Courtney Vanover, Deputy City Secretary
Strategic Focus Area: Safe Community

Issue / Summary

Proposal to add a civil enforcement component to streamline Code Compliance's enforcement process.

Background

Currently, criminal citations take months to resolve and require large amounts of staff time from Courts and Code Compliance.

Consideration / Recommendation

Council is requested to consider approval of implementing a Civil Citation Program.

Attachments

- A. Ord No ____ Adding Art. IV to Ch. 24 and Revising Section 10.85(C)(3) - TL rev
- B. CodeEnforcement_Transition civil2

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 24, "MUNICIPAL COURT AND ADMINISTRATIVE ADJUDICATION;" AND SECTION 10.85, "FEES AND RATES," OF ARTICLE VII, "MASTER FEE AND RATE SCHEDULE," OF CHAPTER 10, "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Chapter 24, "Municipal Court and Administrative Adjudication," of the Code of Ordinances of the City of Garland, Texas, is hereby amended in part to add Article IV to read as follows:

"ARTICLE IV CODE ENFORCEMENT ADMINISTRATIVE ENFORCEMENT AND ADJUDICATION

Section 24.65. Administrative enforcement.

(A) As an alternative to other available enforcement and adjudication processes, an administrative adjudication procedure, as authorized by section 54.044 of the Texas Local Government Code, is hereby adopted to provide for Code Enforcement administrative adjudication hearings under which an administrative penalty may be imposed for the enforcement of an ordinance violation:

(1) Described by section 54.032 of the Texas Local Government Code (relating to building safety, fire safety, dangerously damaged or deteriorated buildings, conditions caused by the accumulation of refuse, vegetation or other matter that creates breeding and living places for insects and rodents, and building codes, conditions, uses, and appearance).

(2) Adopted under section 214.001(a)(1) of the Texas Local Government Code (relating to a building that is dilapidated, substandard or unfit for human habitation and a hazard to the public health, safety, and welfare).

(3) Adopted under subchapter E of chapter 683 of the Texas Transportation Code (relating to junk vehicles).

(4) Described within the below listed sections of the City of Garland Code of Ordinances:

- a) Chapter 21, Fire Prevention and Protection, Article I, Fire Prevention [violations of the International Fire Code as adopted and amended within Chapter 21 of the Garland Code of Ordinances].
- b) Section 26.132(D), Failure to remove graffiti.
- c) Section 30.05, Exterior materials.
- d) Chapter 30, Building Inspection, Article XIII, International Residential Code [violations of the International Residential Code as adopted and amended within Chapter 30 of the Garland Code of Ordinances].
- e) Chapter 30, Building Inspection, Article XV, International Property Maintenance Code [violations of the International Residential Code as adopted and amended within Chapter 30 of the Garland Code of Ordinances].
- f) Section 32.03, Substandard premises.
- g) Section 32.52, Weeds.
- h) Section 32.53, Nuisance.
- i) Section 32.54, Encroachments.
- j) Section 32.65, Litter; throwing prohibited.
- k) Section 32.82, Offenses [Junked Vehicles, Junked Boats, and Other Junked or Inoperable Equipment].
- l) Section 52.13, Placement of residential solid waste for collection.

(5) Described in the below listed sections of the Garland Development Code:

- a) Section 2.52, Special Standards for Certain Uses.
- b) Section 4.72, Existing Signs.

c) Section 4.78, Signs - Permit Required.

d) Chapter 4, Site Development, Article 8, Fences, Division 2, Fence Regulations.

(6) Or as otherwise provided by state law.

(B) A proceeding brought under the provisions of this article may, at the option of the person charged with a violation, be converted into a criminal proceeding to be processed as any other criminal violation in the Municipal Court. A proceeding may not be converted into a criminal proceeding under this section if the person charged with a violation:

(1) Is a corporation, partnership, or is otherwise not a natural person;

(2) Is a nonresident of this state; or

(3) Has been previously convicted in a criminal proceeding for violating the same provision of this Code that is charged in the current administrative proceeding. For the purpose of this subsection, a conviction includes an adjudication of guilt or an order of deferred adjudication, whether or not the imposition of the sentence is subsequently dismissed or probated.

Section 24.66. Nature of violation.

A violation of an ordinance enforced under this article is an administrative violation, a civil infraction, for which a civil penalty will be assessed. Nothing contained in this article shall preclude the City from enforcing a violation of the above-described or referenced ordinances through criminal penalties or other available legal remedies, but the City shall not impose both a civil penalty pursuant to this article and a criminal penalty for the same occurrence, unless the violation continues to occur from day to day, with each day counting as a separate occurrence.

Section 24.67. Notice of violation.

(A) Requirements. A notice of violation issued under this article must:

(1) Include the nature, date, and location of the violation alleged;

(2) Notify the person charged with violating an ordinance of the amount of the civil penalty to be imposed for the violation;

(3) Provide instructions and the due date for paying the civil penalty;

(4) Provide information that informs the person named in the notice of violation:

(a) Of the person's right to contest the imposition of the civil penalty against the person in an administrative adjudication hearing;

(b) Of the manner and time in which imposition of the civil penalty may be contested;

(c) That failure to pay the civil penalty or to contest liability in a timely manner, by either paying the penalty by the due date, or appearing at an administrative hearing, on or before the hearing date listed on the notice, is an admission of liability; and

(d) That failure to pay the civil penalty within the time allowed shall result in the imposition of a late-payment fee and may result in added collection fees in the amounts designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10.

(5) Notify the person charged of the person's option (subject to section 24.20(B)) to convert the proceeding from a civil, administrative charge, into a criminal proceeding in Municipal Court;

(6) The City shall retain evidence of service of the notice of violation and make the same available to the hearing officer.

(B) Charging instrument. The notice of violation issued under this article serves as the summons and charging instrument for purposes of this article.

(C) Retention. A copy of any notice of violation issued under this article shall be kept as a record in the ordinary course of business of the City by the City Secretary but may be stored within City-designated software systems.

(D) Admissibility of notice. A notice of violation kept as a record

under subsection (C) of this section shall be admissible as evidence of the facts it states, but it shall not, in and of itself, constitute a prima facie case of the violation alleged.

Section 24.68. Service of notice; presumption of service.

A notice of violation issued under this article shall be in writing and may be served personally upon the person charged; by certified mail, return receipt requested; or by First Class mail. A notice of violation that is mailed shall be mailed to the last known address of the person charged, or to the property where the violation occurred, if the owner is not known. A notice of violation issued under this article is presumed to have been received on the fifth day after the date the notice of violation is mailed unless the notice is returned to the City for reasons other than nonacceptance or refusal of acceptance.

Section 24.69. Hearing date.

A hearing date scheduled under this article shall be at least fifteen (15) calendar days following the date of personal service of the notice of violation, or the mailing of the notice of violation.

Section 24.70. Hearing officer; powers, duties and functions.

The presiding judge of the Municipal Court shall appoint a hearing officer who shall conduct all hearings under this article. A hearing officer shall have the following powers, duties, and functions:

- (1) To hear argument and determine liability in administrative adjudication hearings under this article;
- (2) To rule on motions;
- (3) To administer oaths;
- (4) To issue orders compelling the attendance of witnesses and the production of documents, which order may be enforced by a Municipal Court;
- (5) To question witnesses and examine evidence offered;
- (6) To assess administrative penalties, fees, and costs of court in accordance with this article; and

(7) Any other power necessary to carry out the express powers of this section or as may otherwise be assigned to the hearing officer by this Code or other law.

Section 24.71. Administrative hearing.

(A) Hearing officer. Every hearing for the adjudication of an administrative notice of violation under this article shall be held before a hearing officer.

(B) Standard of proof. In an administrative adjudication under this article, the alleged violation must be proven by a preponderance of the evidence.

(C) Proof of facts. In an administrative adjudication under this article, a violation may not be proven merely by the allegations contained in the notice of violation alone. However, a photograph taken of the violation, in conjunction with the notice of violation, constitute a prima facie case of the violation alleged to prove the allegations. The photograph must depict the violation; and contain stamped information on its face indicating the date, time, and geographical location of the violation.

(D) Rules of evidence inapplicable; admissibility. The formal rules of evidence and procedure do not apply to a hearing under this article, and relevant evidence will be admitted if the hearing officer finds that evidence is of that quality which reasonable persons are accustomed to relying on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule to the contrary.

(E) Right to call and examine witnesses. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the opposing party's evidence.

(F) Examination of witness by hearing officer. The hearing officer may examine any witness and may consider any evidence offered by a witness or person charged with a violation, giving due weight to all testimony and evidence admitted.

(G) Decision of hearing officer. At the conclusion of the hearing, the hearing officer shall issue an order stating whether the person charged with a violation is liable for the violation and the amount of any penalty, cost, or fee assessed against the

person. If a person fails to appear for a scheduled hearing, the person will be found liable for the violation and an order of liability will be issued.

(H) Assessment and payment of penalties and fees. A person who is found liable after an administrative adjudication hearing, or who fails to appear on or before and at the time and place of the hearing, is liable for administrative hearing costs in the amount designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10, in addition to the amount of the civil penalty assessed for the violation. A person who is found liable for a civil penalty after an administrative adjudication hearing shall pay the civil penalty and costs within thirty-one (31) days of the hearing. The payment of the civil penalty and costs assessed pursuant to this article shall operate as a final disposition of the violation charged, except when payment is made to reset a scheduled hearing or to file an appeal.

(I) Continuances and rescheduling. A scheduled hearing may not be continued or reset at the request of the person charged with a violation more than once unless the person charged deposits with the hearing officer an amount equal to the applicable civil penalty for the alleged violation. The hearing officer shall issue a receipt for any amount so deposited. After presentation of the receipt, all amounts so deposited shall be refunded to the person charged if the hearing officer, or the Municipal Court on appeal, finds that the person is not liable for the violation.

Section 24.72. Contesting liability; failure to contest liability or to appear at hearing.

(A) A person who receives a notice of violation under this article may contest the imposition of the civil penalty by appearing before the hearing officer on or before the hearing date listed on the notice. If there isn't a hearing date listed on the notice of violation, the person may submit a written request for an administrative adjudication of the civil penalty within the time provided in the notice. Upon receipt of the request, the City shall notify the person of the date and time of the hearing on the administrative adjudication. A request for a hearing is considered timely if the request is deposited in the United States mail, properly addressed and stamped, on or before the last date for filing as specified in the notice.

(B) A property owner or tenant of a property containing violations

under this article may be jointly and severally liable to the City for violations.

Section 24.73. Order of liability.

(A) Contents. If the hearing officer finds a person liable for a violation under this article, the order shall contain a statement:

- (1) finding the person charged liable for the violation;
- (2) of the amount of civil penalties (as designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10), in addition to any late fees, collection fees, and court costs, if applicable;
- (3) of the right to appeal to the Municipal Court before the thirty-first (31st) day after the date the hearing officer's order is filed; and
- (4) that the order issued by the hearing officer may be enforced by the filing of a civil suit for collection of the administrative penalties, fees, and costs of court; and (for other than parking violations) by obtaining an injunction that prohibits conduct that violates the ordinance or requires conduct necessary for compliance with the ordinance.

(B) Notification. Within seven (7) days after filing an order of liability issued under this article, the hearing officer shall notify the person against whom an administrative penalty has been assessed of the issuance of the order. An order of liability issued under this article shall be in writing and may be served personally upon the person charged, or by first class United States mail. An order that is mailed shall be mailed to the last known address of the person charged and is presumed to have been received on the fifth day after the date the order was mailed.

(C) Filing. A copy of an order issued by the hearing officer under this article shall be filed with the City Secretary's Office and shall be kept in a separate index and file. The order may be recorded using microfilm, microfiche, electronic storage, or data processing techniques.

(D) Order is final if not timely appealed. If a person found liable for a violation does not timely appeal the hearing officer's

order, the hearing officer's order shall become a final judgment enforceable as provided by law.

(E) Payment of administrative penalty; costs and fees. A person who is found liable for a violation under this article is liable for administrative hearing costs in the amount designated in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10, in addition to the amount of the civil penalty assessed for the violation. A person who does not file a timely appeal of a determination of the hearing officer shall pay all civil penalties, costs, and fees assessed by the hearing officer before the thirty-first (31st) day after the date the hearing officer's determination is filed with the City Secretary's Office.

Section 24.74. Appeal from the decision of hearing officer.

(A) Appeal to Municipal Court. A person who is found liable may appeal to the Municipal Court by filing a notice of appeal with the Clerk of the Municipal Court. The notice of appeal must be filed not later than the thirty-first (31st) day after the date on which the hearing officer entered the finding of liability and shall be accompanied by an appeal bond in the amount that is double the civil violation amount the hearing officer ordered paid, plus any appeal associated court costs (i.e. jury fee).

(B) Effect of filing; bond. An appeal stays the enforcement and collection of the judgment unless the City, at a hearing before a Municipal Court Judge for that purpose, demonstrates that a violation that is the subject of the proceeding has not been corrected or, if corrected, has reoccurred.

(1) Waiver of bond. If the presiding judge of the Municipal Court determines that the person found liable for a violation is indigent and financially unable to pay the costs of an appeal bond, the presiding judge may order a waiver of those costs.

(C) Standard of review. The Municipal Court Judge shall conduct a hearing de novo, under the procedures for administrative hearings as set out in Section 24.26 and with all the authorities given the hearing officer, under Section 24.25, in addition to any other authorities the Municipal Judge is given. At the conclusion of the hearing, the Municipal Judge shall issue an order stating whether the person charged with a violation is liable for the violation and the amount of any

penalty, cost, or fee assessed against the person. The ruling of a Municipal Court Judge in an appeal under this article is a final judgment.

(D) Standard of proof. In an appeal under this article, the alleged violation must be proven by a preponderance of the evidence.

(E) Time for ruling. The Municipal Court Judge shall rule on an appeal within thirty calendar days of receiving the record of the case of the administrative hearing. The decision on appeal shall be rendered in writing, with a copy provided to the appellant in the same manner as required for the service of a notice of violation under this article. The decision of the Municipal Court Judge shall be filed with the Clerk of the Municipal Court. The ruling of a Municipal Court Judge in an appeal under this article is a final judgment.

(F) Payment of penalties. All penalties, fees, or costs assessed by the hearing officer shall be paid within thirty days of the date of the Municipal Court Judge's ruling.

Section 24.75. Enforcement of orders.

The City Attorney may enforce an order issued under this article against a person charged with a violation by filing a civil suit for the collection of a penalty assessed against the person and by obtaining an injunction that prohibits specific conduct that violates the ordinance or that requires specific conduct necessary for compliance with the ordinance.

Section 24.76 Disposition of fines, penalties, costs, and fees.

Unless otherwise required by law, all fines, penalties, costs, and fees collected under this article shall be paid into the City's general fund for the use and benefit of the City.

Any collection fees shall be paid to the collection service, as required by law.

Section 24.77. through Section 24.90. (Reserved)"

Section 2

That Section 10.85, "Fees and rates," of Article VII, "Master Fee and Rate Schedule," of Chapter 10, "Administration," of the Code of Ordinances of the City of Garland, Texas, is hereby amended in

part to read as follows:

"Section 10.85. Fees and rates.

...

(C) Schedule of fees and rates.

...

(3) Chapter 24, municipal court and administrative adjudication.

Category	Fee	Reference(s)
Local youth diversion administrative fee	\$50.00	§ 24.04
Civil penalties (Parking, Art. III., Ch. 24)		
First offense	\$25.00	§§ 24.22-44; 24.26(I)45 (Subsequent offenses counted if occurring within a 12-calendar month period)
Second offense	\$50.00	
Third or subsequent offense	\$75.00	
First offense (oversized vehicles, § 32.57)	\$75.00	
Second offense (Oversized vehicles, § 32.57)	\$100.00	
Third or subsequent offense (oversized vehicles, § 32.57)	\$150.00	
Late fee	\$25.00	Late Fee applied at 65 th day after issue date, if still unpaid.
Immobilization device removal fee	\$100.00	
Collection fee	Up to 30% of any unpaid fees	Collection fee applied at day 105, if still unpaid.

Civil penalties (Code Enforcement, Art. II, Ch. 24)		
<u>Residential First offense</u>	<u>\$25.00</u>	<u>§§ 24.22:24.26(I)</u>
<u>Residential Second offense</u>	<u>\$75.00</u>	

<u>Residential Third or subsequent offense</u>	<u>\$150.00</u>	<u>(Subsequent offenses counted if occurring within a 12-calendar month period)</u>
<u>Commercial First offense</u>	<u>\$100.00</u>	
<u>Commercial Second offense</u>	<u>\$150.00</u>	
<u>Commercial Third or subsequent offense</u>	<u>\$200.00</u>	
<u>Late fee</u> Appellate Fee	<u>\$25.00</u> \$100.00	<u>Late Fee applied at 65th day after issue date, if still unpaid.</u>
<u>Collection fee</u>	<u>Up to 30% of any unpaid fees</u>	<u>Collection fee applied at day 105, if still unpaid.</u>

Section 3

That Chapter 24 and Chapter 10 of the Code of Ordinances of the City of Garland, Texas, shall be and remain in full force and effect, save and except as amended by this Ordinance.

Section 4

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

Section 5

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

PASSED AND APPROVED this the ___ day of _____ 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY CODE ENFORCEMENT

Transition to Electronic Enforcement

A Compliance-First Approach to Civil Code Enforcement

Council Work Session | Staff Recommendation

Program Overview

"Compliance-First" Philosophy

Every resident deserves every possible off-ramp before a punitive fine is sustained.

EDUCATE FIRST

90-Day Red Tag period before electronic records or fines begin.

SUPPORT THE VULNERABLE

Compliance Assistance Program (CAP) integration pauses enforcement for residents in the assistance pipeline.

FAIR ESCALATION

Tiered fines per code section on a rolling 12-month window — not cumulative across violations.



Phase 1: 90-Day Education Period

RED TAG ISSUANCE

Officers issue high-visibility paper warnings in the field — no electronic records generated.

Each tag must direct the resident to:

- An Educational Portal explaining the specific violation
- The Compliance Assistance Program (CAP) website to apply for financial or physical assistance

GOALS OF THIS PHASE

- No fines during this window — pure outreach.
- Resolve the easiest cases through education alone.
- Connect hard cases with assistance resources before the enforcement clock starts.
- Build community trust through transparency and support.



Phase 2: Tiered Electronic Enforcement (Residential)

Tracked per code section, per household — rolling 12-month window

Stage	Trigger	Fine Amount	Photo Remedy?	Reduced To
Initial Warning	1st violation of a code section	\$0	N/A	—
1st Offense	2nd violation of same code section	\$25.00	✓ YES (Years 1–2 Pilot)	\$4.00
2nd Offense	3rd violation of same code section	\$50.00	✗ No — Full fine required	—
3rd Offense+	4th+ violation of same code section	\$100.00	✗ No — Full fine required	—

Each code section tracked independently (e.g., Tall Grass history is separate from Junk/Debris history)



Phase 2: Tiered Electronic Enforcement (Commercial)

Tracked per code section, per household — rolling 12-month window

Stage	Trigger	Fine Amount	Photo Remedy?	Reduced To
Initial Warning	1st violation of a code section	\$0	N/A	—
1st Offense	2nd violation of same code section	\$100.00	✓ YES (Years 1–2 Pilot)	\$4.00
2nd Offense	3rd violation of same code section	\$150.00	✗ No — Full fine required	—
3rd Offense+	4th+ violation of same code section	\$200.00	✗ No — Full fine required	—

Each code section tracked independently (e.g., Tall Grass history is separate from Junk/Debris history)



The Photo Remedy Pilot (Years 1–2)



HOW IT WORKS

1

Resident receives a \$25 1st Offense citation

2

Resident corrects the violation and submits photographic proof via portal

3

Reviewer approves the correction

4

Fine is reduced to \$4.00 — City is cost-neutral on processing



Code Cares: Enforcement Tolling

Protecting Vulnerable Residents — No Fining the Vulnerable

If a resident has an active application with Compliance Assistance Program (CAP), the enforcement clock is paused. No citations — Initial Warning, 1st, 2nd, or 3rd Offense — can be issued while the resident is in the assistance pipeline.

1 Resident applies to Code Cares

Initiates an "Active Application" status

2 Enforcement Clock Pauses

All pending and future citations suspended until resolved

3 Application Resolved

Clock resumes only after application closes (approved or denied)

⚠ Open question: How will Compliance Assistance Program (CAP) communicate real-time "Active Application" status to field officers?



Staff Discussion: Open Questions

These items require resolution before finalizing the staff recommendation.

1 IT / Platform

Can our vendor track a rolling 12-month window per code section per household? (e.g., Tall Grass history is independent of Junk/Debris history.)

2 Photo Remedy Review

Who reviews Photo Remedy submissions: the Field Officer (knows the property) or the Hearing Officer (during designated admin review hours)?

3 Compliance Assistance Program (CAP) Reporting

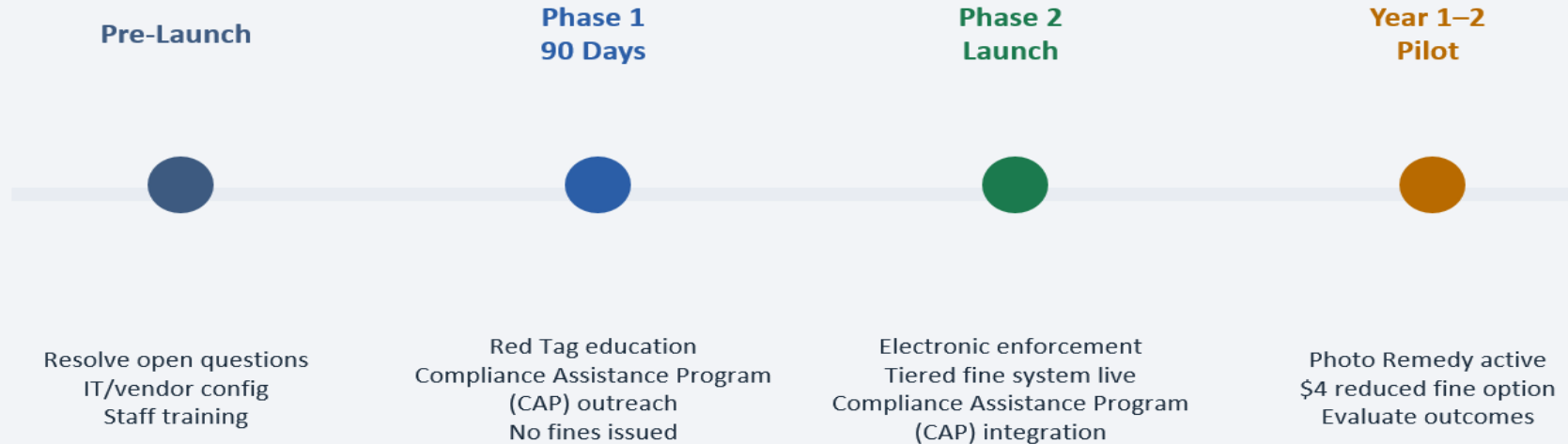
How will CAP communicate real-time "Active Application" status to field officers to ensure the Enforcement Pause is respected?

4 Finance / \$4.00 Fee

Can our finance system accept a "reduced-to-cost" \$4.00 fee? Or must this be categorized as an administrative dismissal with a processing fee?



Implementation Roadmap





Compliance Assistance Program (CAP)

Helping Residents Achieve Compliance Through Support & Partnership

Code Cares: Minor property maintenance support for seniors, disabled, and hardship cases

Neighborhood Vitality: Larger-scale projects and long-term neighborhood revitalization

Volunteer Garland: Coordinates volunteers, nonprofits, and businesses for community improvement



Goal: Compliance through compassion, collaboration, and community engagement



NEXT STEPS

Path to Final Staff Recommendation

- 01** IT confirms platform capability for per-section rolling 12-month tracking
- 02** Staff determines Photo Remedy reviewer — Field Officer vs. Hearing Officer
- 03** Compliance Assistance Program (CAP) defines real-time communication protocol for Enforcement Pause
- 04** Finance confirms \$4.00 reduced fee structure or administrative dismissal pathway
- 05** Finalize staff recommendation for Council adoption

Thank You

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

9

Meeting Date: April 6, 2026

Title: Amendment to the Trilogy - BRD Acquisitions, LLC Development Agreement (Mission Hills)

Submitted by: Courtney Vanover, Deputy City Secretary

Strategic Focus Area: Growing Economic Base
Future-Focused City Organization

Issue / Summary

Council is requested to authorize the City Manager to negotiate and execute an amendment to the Economic Development Incentive Agreement Between the City of Garland and Trilogy - BRD Acquisitions, LLC, (Mission Hills). Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 21, 2026 Regular Meeting.

Background

The City of Garland previously entered into an Economic Development Incentive Agreement with Trilogy - BRD Acquisitions, LLC to support the development of the Mission Hills project. The agreement outlines the terms and conditions under which the City provides incentives to facilitate the project and promote economic development within the community.

Consideration / Recommendation

The proposed amendment to the agreement provides for updates to certain terms, including adjustments necessary to support the continued progress and completion of the Mission Hills development. The amendment ensures the agreement remains aligned with current project timelines and objectives while maintaining the City's interests. Staff recommends approval of the amendment to the Economic Development Incentive Agreement between the City of Garland and Trilogy - BRD Acquisitions, LLC (Mission Hills) and authorization for the City Manager to execute all necessary documents.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

10

Meeting Date: April 6, 2026
Title: Texas Police Chiefs Association (TPCA) Annual Conference
Submitted by: Deanna Collins, Executive Assistant
Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Per Article II, Division 1, Section 6(E) of the Council policies, Mayor Pro Tem Margaret Lucht will report back to Council on the Texas Police Chiefs Association (TPCA) Annual Conference.

Background

Mayor Pro Tem Margaret Lucht will report back to the Council on the Texas Police Chiefs Association (TPCA) Annual Conference.

Consideration / Recommendation

N/A.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

11

Meeting Date: April 6, 2026
Title: Audit Committee Meeting Report
Submitted by: Erin Penney, Senior Auditor
Strategic Focus Area: Sound Governance and Finances

Issue / Summary

Councilmember Ed Moore, Chair of the Internal Audit Committee, and Jed Johnson, City Auditor, will provide a committee report on the following items:

- a. Weaver Presentation
 - b. Building Inspection Permit Process Audit
 - c. Revenue Recovery Efforts Audit
 - d. Firewheel Golf Course Operations Audit, and Management Report
-

Background

The Audit Committee Chair and staff will present updates to Council on recently completed audits conducted by the Internal Audit Department.

Consideration / Recommendation

Council discussion.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

12

Meeting Date: April 6, 2026

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

- Patricia Anthony- Civil Service Commission

Submitted by: Courtney Vanover, Deputy City Secretary

Strategic Focus Area: Future-Focused City Organization

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.

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.

Consideration / Recommendation

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

Attachments

- A. Patricia Anthony - Civil Service Application



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: Anthony

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: