



GARLAND

Mission

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

Vision

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

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

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

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

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Proclamation Recognizing Volunteer Appreciation Week and Kick-off for the Duck Creek Litter Clean-up
- Proclamation Recognizing Garland Water Utilities on their National Environmental Achievement Award (NEAA) by the National Association of Clean Water Agencies (NACWA)
- Proclamation Recognizing Work Zone Awareness Week
- Proclamation Recognizing Mental Health Awareness Month

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion.

Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

1. Approve the minutes of the April 7, 2026 Regular Meeting

2. Approve the following bids:

a. Lucas Devices for Garland Fire Department **Bid No. REQ00001828**

Stryker Sales Corp. **\$443,397.36**

This request is for the purchase of 14 LUCAS Devices.

b. Purchase of Six End Dump Trailers for Sanitation **Bid No. REQ00001913**

Lone Star Truck Group Waco **\$479,161.50**

This request is for the purchase of five replacement end dump trailers, and one new end dump trailer.

c. GP&L Centerville to Oates Road 138kV Transmission Line Materials **Bid No. REQ00001817**

KBS Electrical Distributors, Inc. **\$1,663,858.61**

This request is for the purchase of transmission line materials as part of the approved GP&L Centerville to Oates Road 138kV Transmission Line Upgrade CIP project.

d. GP&L Square Top 345kV Transmission Line Structures **Bid No. REQ00001646**

KBS Electric Distributors, Inc. **\$1,334,742.00**

This request is for the purchase of transmission line structures for the GP&L Square Top Switch Station cut-in.

e. TMPA Greenville North Switch Disconnect Switches **Bid No. REQ00001887**

Pascor Air Switch Corporation **\$589,781.60**

This request is for the purchase of disconnect switches for use in the TMPA Greenville North Switch.

f. GP&L Square Top Switch Station Steel **Bid No. REQ00001498**

Techline, Inc. **\$2,184,730.00**

This request is to obtain steel materials needed for the construction of the GP&L 345kV Square Top Switch Station.

g. Purchase of 11 Ford Pickup Trucks with Upfit **Bid No. REQ00001837**

Randall Reed's Planet Ford **\$962,153.54**

This request is for the purchase of 11 replacement Ford pickup trucks with upfit.

- h. Purchase of Four Freightliner Knuckleboom Trucks for Sanitation** **Bid No. REQ00001927**

Freightliner of Austin **\$1,072,541.54**

This request is for the purchase of three replacement Freightliner Knuckleboom trucks, and one new Freightliner Knuckleboom truck.

- i. TMPA Gibbons Creek to Bryan East 138kV Transmission Line Relocation Engineering Services** **Bid No. REQ00001528**

Knight Erosion Control **\$489,325.00**

This request is to obtain design engineering services to support the relocation of the TMPA Gibbons Creek to Bryan East 138kV Transmission Line.

- j. Contract Award for the 2026 Street Maintenance Program - Region 2** **Bid No. REQ00001207**

Garret Shields Infrastructure **\$1,500,000.00**

This request is to award a term contract for street maintenance for geographic region 2 encompassing Year 1 of the Grow Garland Bond Program - Proposition A. This term contract is for one year with no renewal options.

- k. Kerry, Quintana & Ridgemoor Water, Wastewater & Drainage Improvements** **Bid No. REQ00001612**

Tri-Con Services, Inc. **\$1,904,407.00**

This request is to award a contract for the construction of the Kerry Lane, Quintana Drive and Ridgemoor Drive Water, Wastewater & Drainage Improvements

- l. Harbor Point and Trail Design Services** **Bid No. REQ00000313**

Kimley-Horn and Associates, Inc. **\$3,150,000.00**

This request is for The Harbor Point Promenade and Trail project, which will create a shared path that expands public access and recreation along Lake Ray Hubbard, including segments constructed over the water.

- m. Change Order for the Pleasant Valley Road/Elm Grove Pavement Rehabilitation Project** **Bid No. 0529-25**

Rabine Paving Texas, LLC **\$444,125.00**

This request is to authorize a change order to Rabine Paving Texas, LLC in the amount of \$444,125.00 for additional construction services in connection with the Pleasant Valley Road/Elm Grove Road Rehabilitation Project.

- n. Substantial Damages Assessment Services Contract** **Bid No. REQ00001928**

Freese and Nichols, Inc. **\$500,000.00**

This request is to obtain a professional services contract to provide substantial damage assessments of flood-damaged properties after any flood disaster event.

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

a. Z 26-01 ZoneDev (District 5)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a change in zoning from Single-Family (SF-7) district to a Planned Development (PD) district, with a base zoning of Neighborhood Services (NS) district (PD-NS) to allow for certain Neighborhood Services district uses and modify development standards on a 0.98-acre tract of land located at 820 West Miller Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. Z 26-02 TurfMaker (District 5)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for an Industrial or Manufacturing, Heavy use and (2) a Concept Plan for an Industrial or Manufacturing, Heavy use, on a property zoned Industrial (IN) district on a 2.32-acre tract of land located at 2775 West Kingsley Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

c. Z 26-05 Endeavor Real Estate Group (District 7)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway on a property zoned Agricultural (AG) district, on a 1.934-acre tract of land located at 6211 North George Bush Highway; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. TxDOT Click It or Ticket Grant 2026

Approve the FY 2026 TxDOT Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant. Council considered this item at the April 20, 2026 Work Session.

5. TxDOT Operation Slowdown Grant 2026

Approve the FY 2026 TxDOT Operation Slowdown Grant. Council considered this item at the April 20, 2026 Work Session.

6. Interlocal Agreement for the Internet Crimes Against Children (ICAC) Grant

Approve the FY 2026 Interlocal Agreement for the Internet Crimes Against Children (ICAC) Grant. Council considered this item at the April 20, 2026 Work Session.

7. Holford Aquatic Center Season Pass

Approve an ordinance updating fees after public comments are heard. Council considered this item at the April 6, 2026 Work Session.

8. Consider a Payment in Lieu of Taxes (PILOT) Agreement between the City of Garland and the Developer Group Financing the Reserve at Shiloh Multifamily Project

Approve a resolution authorizing the City Manager to execute a Payment in Lieu of Taxes (PILOT) Agreement with the Developer of the Reserve at Shiloh in partnership with the Garland Housing Finance Corporation (GHFC), to support the development of a workforce housing project located at 1102 North Shiloh in Garland Texas. Council considered this item at the April 20, 2026 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

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

9. Hold a public hearing on the following item:

a. Youth Programs Standards of Care

Council is requested to hold a public hearing and consider an ordinance for the Youth Programs Standards of Care to meet the requirements of Texas Human Resources Code 42.041. Council considered this item at the April 6, 2026 Work Session.

10. Code Compliance Civil Citation Program

Council is requested to consider 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.

Presenter: Andy Hesser, Assistant City Manager

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

Consider and take appropriate action authorizing the City Manager to execute an amendment to the Economic Development Incentive Agreement Between the City of Garland and Trilogy - BRD Acquisitions, LLC, (Mission Hills). Council considered this item at the April 6, 2026 Work Session.

Presenter: Andy Hesser, Assistant City Manager

CITIZEN COMMENTS

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

ADJOURN

All Regular Meetings of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Wednesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the

meetings can be purchased through the City Secretary's Office (audio CD's are \$1 each and DVD's are \$3 each).

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

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

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



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 21, 2026
Title: Approve the minutes of the April 7, 2026 Regular Meeting
Submitted by: Jennifer Stubbs, City Secretary
Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Consider approval of the April 7, 2026 Regular Meeting Minutes.

Background

N/A

Consideration / Recommendation

Approve the April 7, 2026 Regular Meeting Minutes as presented.

Attachments

- A. City Council Regular Meeting Minutes - April 7, 2026



GARLAND

MINUTES

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

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

Absent: Councilmember Carissa Dutton

Staff Present: Mike Betz, City Manager
Darrell Cline, General Manager & CEO
Andy Hesser, Assistant City Manager
Crystal Owens, Assistant City Manager
Matt Watson, Assistant City Manager
Phillip J. Urrutia, Assistant City Manager
Brian England, City Attorney
Jeff Bryan, Police Chief
Jennifer Stubbs, City Secretary
Nabila Nur, Planning Director
Courtney Vanover, Deputy City Secretary

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

Deputy Mayor Pro Tem Ott provided the legislative prayer and led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

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

- Pet of the Month

Alberto Maldonado announced the pet of the month; Fuji.

- Special Recognition for GP&L Employees David Bernard, Mike Burr, Paul Kelly, Jeff McClain, Alonzo Quintanilla, Kevin Richey, Silvia Ruvalcaba, Salman (Sal) Siddiqui and Randy Stewart

Mayor Hedrick read the special recognition and presented it to GP&L Employees David Bernard, Mike Burr, Paul Kelly, Jeff McClain, Alonzo Quintanilla, Kevin Richey, Silvia Ruvalcaba, Salman (Sal) Siddiqui and Randy Stewart, and those in attendance.

- National Library Outreach Week

Mayor Hedrick read the proclamation and presented it to representatives of the Library and those in attendance.

- National Animal Control Officer Appreciation Week

Mayor Hedrick read the proclamation and presented it to representatives of the Animal Services Department and those in attendance.

- National Public Safety Telecommunicator Week

Mayor Hedrick read the proclamation and presented it to representatives of the Garland Police Department and those in attendance.

CONSENT AGENDA

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

Deputy Mayor Pro Tem Ott made a motion to approve the consent agenda. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

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

2. Approve the following bids:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. DART Interlocal Agreement

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

4. 2026 Homeland Security Grant Program Application Resolution

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

Session.

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

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

ITEMS FOR INDIVIDUAL CONSIDERATION

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

6. Hold public hearings on the following Zoning Cases:

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

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

Presenter: Nabila Nur, Planning & Development Director

Ms. Nur provided a presentation on the request and provided information on the case. She stated that staff recommended approval of the request with the condition of only permitting Convenience Store uses with the approval of a SUP and that the Plan Commission recommended the same. Ms. Nur answered questions of the Council. Discussion followed.

Applicant speaking on this item: Maxwell Fisher.

Mayor Pro Tem Lucht made a motion to approve 6a. with the exception of denial of the use of a convenience store allowed by SUP or by right. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

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

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

Presenter: Nabila Nur, Planning & Development Director

Ms. Nur provided a presentation on the request and provided information on the case. She stated that staff

recommended approval of the request with the condition that the additional landscaping be installed as shown on the attached concept plan and the use of raw materials for manufacturing shall not exceed 50% of the gross floor area of the building with a SUP period between 5 and 8 years. The Plan Commission recommended approval of an 8-year SUP. Ms. Nur answered questions of the Council.

Applicant speaking on this item: Judy Allen.

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

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

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

Presenter: Nabila Nur, Planning & Development Director

Ms. Nur provided a presentation on the request and provided information on the case. She stated that staff and the Plan Commission recommended approval of the request. Ms. Nur answered questions of the Council.

Applicant speaking on this item: Zach Johnston.

Councilmember Thomas made a motion to approve the item as presented. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

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

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

- **Patricia Anthony - Civil Service Commission**

Councilmember Moore made a motion to nominate Patricia Anthony to the Civil Service Commission. Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

CITIZEN COMMENTS

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

Eric Stuyvesant.

ADJOURN

All Regular Meetings of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Wednesdays - Sundays. Live

streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CD's are \$1 each and DVD's are \$3 each).

Mayor Hedrick adjourned the meeting at 8:13 p.m.

Submitted By:

Dylan Hedrick, Mayor

Jennifer Stubbs, City Secretary



GARLAND

PURCHASING REPORT

2.a

Meeting Date: April 21, 2026

Title: Lucas Devices for Garland Fire Department

Submitted by: Mark Lee, Fire Chief

Bid Number: REQ00001828

Strategic Focus Area: Safe Community
Sound Governance and Finances

Purchase Justification

As approved in the 2026 Capital Improvement Program budget, the Garland Fire Department wishes to replace all of the Lucas devices carried on the ambulances, as well as the spare units. This is part of a routine replacement program for the devices used to perform mechanical CPR on pulseless patients.

These devices are integral to the life-saving efforts made by the paramedics. Without these devices, there would be a need for two additional personnel on scene to rotate performing the physically exhausting task of manual CPR. These devices also allow the CPR to continue uninterrupted while en route to the hospital versus a paramedic standing, performing CPR, while the ambulance maneuvers through traffic. This increases firefighter safety as well as patient safety. The mechanical device continues through hard stops, turns, and acceleration events without stopping.

Evaluation

Stryker Sales Corp. is the Sole Source provider for the Lucas chest compression devices. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Stryker Sales Corp.	REQ00001828	All	\$443,397.36	Sole Source	REQ00001828

Fiscal Impact

Funding is available in the Emergency Response Safety Equipment CIP Program for the Lucas Devices in the amount of \$443,397, which is within the approved budget of \$2,766,000 and will leave a remaining balance of \$1,633,397.

Attachments

None

Budget Type: CIP

Fiscal Year: 2026

Document Location: Page 148

Routing

Mark Lee, Fire Chief
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Chief Financial Officer
Jennifer Stubbs, City Secretary

Created/Initiated - 4/3/2026
Approved - 4/6/2026
Approved - 4/6/2026
Final Approval - 4/7/2026



GARLAND

PURCHASING REPORT

2.b

Meeting Date: April 21, 2026

Title: Purchase of Six End Dump Trailers for Sanitation

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00001913

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

Purchase Justification

This request is for the purchase of five replacement end dump trailers, and one new end dump trailer.

Evaluation

The end dump trailers are available from Lone Star Truck Group Waco through the TIPS Cooperative Purchasing Contract 251001. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Lone Star Truck Group Waco	REQ00001913	1	\$479,161.50	Cooperative Purchase	REQ00001913

Fiscal Impact

Funding is available in the Sanitation Replacement of Brush Tractors/Trailers CIP Program for the replacement dump trailers in the amount of \$399,301, which is within the approved budget of \$1,609,505 and will leave a remaining balance of \$421,279.

Funding is available in the Sanitation New Brush Tractor and Trailers CIP Project for the new dump trailer in the amount of \$79,860, which is within the approved budget of \$721,000 and will leave a remaining balance of \$158,157.

Attachments

None

Budget Type: CIP
 Fiscal Year: 2026
 Document Location: Pages 191 & 200

Routing

KC Tidwell, Service Writer

Created/Initiated - 4/3/2026

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

Approved - 4/3/2026
Approved - 4/3/2026
Approved - 4/6/2026
Approved - 4/6/2026
Final Approval - 4/7/2026



GARLAND

PURCHASING REPORT

2.c

Meeting Date: April 21, 2026

Title: GP&L Centerville to Oates Road 138kV Transmission Line Materials

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: REQ00001817

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is for the purchase of transmission line materials as part of the approved GP&L Centerville to Oates Road 138kV Transmission Line Upgrade CIP project. A 14% Owner's Contingency has been included for any unforeseen material items needed.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated. EHV Solutions LLC, MVA Power, Inc., Techline, Inc., and Texas Electric Cooperative, Inc. were considered non-responsive due to submitting an incomplete bid. KBS Electrical Distributors, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
KBS Electrical Distributors, Inc.	REQ00001817	All	\$1,663,858.61	Lowest Responsible Bid	REQ00001817

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the materials in the amount of \$1,663,859, which is within the approved budget of \$21,250,000 and will leave a remaining balance of \$6,464,509.

Attachments

A. Bid Recap

Budget Type: CIP
 Fiscal Year: 2026
 Document Location: Page 304

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst

Created/Initiated - 4/3/2026

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

Approved - 4/3/2026
Approved - 4/6/2026
Final Approval - 4/7/2026



GARLAND

PURCHASING REPORT

2.d

Meeting Date: April 21, 2026

Title: GP&L Square Top 345kV Transmission Line Structures

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: REQ00001646

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is for the purchase of transmission line structures for the GP&L Square Top Switch Station cut-in as part of the approved GP&L Mesa View Point-of-Interconnect CIP Project. An 8% Owner's Contingency has been included for any unforeseen material items needed.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. Anixter, Inc. was considered non-responsive due to not meeting the required lead time. KBS Electrical Distributors, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
KBS Electric Distributors, Inc.	REQ00001646	All	\$1,334,742.00	Lowest Responsible Bid	REQ00001646

Fiscal Impact

Funding is available in the GP&L Substations Upgrades CIP Program for the line structures in the amount of \$1,334,42, which is within the approved budget of \$16,325,000 and will leave a remaining balance of \$513,748.

Attachments

A. Bid Recap

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

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
 Gary Holcomb, Procurement & Material Management Director

Created/Initiated - 4/3/2026
 Approved - 4/3/2026

Allyson Bell Steadman, Chief Financial Officer
Jennifer Stubbs, City Secretary

Approved - 4/6/2026
Final Approval - 4/7/2026

CITY OF GARLAND - BID RECAP SHEET
 OPENED: March 24, 2026
 REQ. NO. REQ00001646
 BID NO. REQ00001646
 PAGE: 1 of 1
 BUYER: Teresa Smith

KBS Electrical Distributors, Inc.

Techline, Inc.

Texas Electric Cooperatives,
 Inc.

Anixter, Inc

I T E M	QTY	U N I T	DESCRIPTION	KBS Electrical Distributors, Inc.		Techline, Inc.		Texas Electric Cooperatives, Inc.		Anixter, Inc	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Square Top 345 kV T-Line Steel Structures		\$1,234,742.00		\$1,237,240.00		\$1,313,234.69		\$1,167,664.57
											Non-Responsive
TOTAL GROSS PRICE					\$1,234,742.00		\$1,237,240.00		\$1,313,234.69		\$1,167,664.57
CASH DISCOUNT											
TOTAL NET PRICE					\$1,234,742.00		\$1,237,240.00		\$1,313,234.69		\$1,167,664.57
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

NEXT LOW: \$1,237,240.00
 LOW: \$1,234,742.00
 SAVINGS: \$2,498.00

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

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



GARLAND

PURCHASING REPORT

2.e

Meeting Date: April 21, 2026

Title: TPA Greenville North Switch Disconnect Switches

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: REQ00001887

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is for the purchase of disconnect switches for use in the TPA Greenville North Switch as part of the approved TPA Greenville Interchange to Pruitt New Line and Station CIP project. A 10% contingency has been included for any unforeseen material items needed. This is a TPA project and expenses will be reimbursed at 100%.

Evaluation

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

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Pascor Air Switch Corporation	REQ00001887	All	\$589,781.60	Sole Source	REQ00001887

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the switches in the amount of \$589,782, which is within the approved budget of \$12,500,000 and will leave a remaining balance of \$7,635,900.

Attachments

None

Budget Type: CIP
Fiscal Year: 2026
Document Location: Page 304

Routing

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

Created/Initiated - 4/3/2026
 Approved - 4/3/2026
 Approved - 4/6/2026
 Final Approval - 4/7/2026



GARLAND

PURCHASING REPORT

2.f

Meeting Date: April 21, 2026

Title: GP&L Square Top Switch Station Steel

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: REQ00001498

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain steel materials needed for the construction of the GP&L 345kV Square Top Switch Station as part of the approved GP&L Mesa View Point-of-Interconnect CIP Project. A 5% Owner's Contingency has been included for any unforeseen material items needed.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. Klute, Inc. Steel Fabrication was considered non-responsive due to not meeting the required delivery timeline. Techline, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Techline, Inc.	REQ00001498	All	\$2,184,730.00	Lowest Responsible Bid	REQ00001498

Fiscal Impact

Funding is available in the GP&L Substations Upgrades CIP Program for the steel materials in the amount of \$2,184,730, which is within the approved budget of \$16,325,000 and will leave a remaining balance of \$513,748.

Attachments

A. Bid Recap

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

Routing

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

Created/Initiated - 4/3/2026
 Approved - 4/3/2026
 Approved - 4/6/2026
 Final Approval - 4/7/2026



GARLAND

PURCHASING REPORT

2.g

Meeting Date: April 21, 2026

Title: Purchase of 11 Ford Pickup Trucks with Upfit

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00001837

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

Purchase Justification

This request is for the purchase of four replacement Ford pickup trucks for Parks and Recreation, four replacement Ford pickup trucks for Wastewater, and three replacement Ford pickup trucks for GP&L.

Evaluation

The pickup trucks are available from Randall Reed's Planet Ford through the HGAC Cooperative Purchasing Contract VE05-24. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Randall Reed's Planet Ford	REQ00001837	All	\$962,153.54	Cooperative Purchase	REQ00001837

Fiscal Impact

Funding is available in the Equipment Replacement Fund for the replacement trucks in the amount of \$962,154, which is within the approved budget of \$4,146,314 and will leave a remaining balance of \$579,380.

Attachments

None

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

Routing

KC Tidwell, Service Writer
Julian Boring, Fleet Services Director
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Chief Financial Officer

Created/Initiated - 4/3/2026
Approved - 4/3/2026
Approved - 4/3/2026
Approved - 4/7/2026

Phillip Urrutia, Assistant City Manager
Jennifer Stubbs, City Secretary

Approved - 4/9/2026
Final Approval - 4/9/2026



GARLAND

PURCHASING REPORT

2.h

Meeting Date: April 21, 2026

Title: Purchase of Four Freightliner Knuckleboom Trucks for Sanitation

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00001927

Strategic Focus Area: Well-Maintained City Infrastructure
Reliable / Cost-Efficient Utility Services
Customer-Focused City Services
Vibrant Neighborhoods and Commercial Centers
Safe Community

Purchase Justification

This request is for the purchase of three replacement Freightliner Knuckleboom trucks, and one new Freightliner Knuckleboom truck for Sanitation.

Evaluation

The trucks are available from Freightliner of Austin through the TIPS Cooperative Purchasing Contract 230802. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Freightliner of Austin	REQ00001927	All	\$1,072,541.54	Cooperative Purchase	REQ00001927

Fiscal Impact

Funding is available in the New Reserve Brush Knuckleboom CIP Project for the new unit in the amount of \$276,481, which is within the approved budget of \$291,000 and will leave a remaining balance of \$14,519.

Funding is available in the Replacement of Knuckleboom Trucks CIP Program for the replacement units in the amount of \$796,060, which is within the approved budget of \$2,554,857 and will leave a remaining balance of \$85,528.

Attachments

None

Budget Type: CIP
 Fiscal Year: 2026
 Document Location: Pages 186 & 193

Routing

KC Tidwell, Service Writer

Created/Initiated - 4/3/2026

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

Approved - 4/3/2026
Approved - 4/3/2026
Approved - 4/6/2026
Approved - 4/8/2026
Final Approval - 4/9/2026



GARLAND

PURCHASING REPORT

2.i

Meeting Date: April 21, 2026

Title: TMPA Gibbons Creek to Bryan East 138kV Transmission Line Relocation Engineering Services

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: REQ00001528

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is to obtain design engineering services to support the relocation of the Gibbons Creek to Bryan East 138kV Transmission Line. This is part of the approved TMPA State Highway 30 Pole Relocation Project CIP Project and will be reimbursed at 100%.

Evaluation

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

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Knight Erosion Control	REQ00001528	AI	\$489,325.00	Most Qualified	REQ00001528

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the engineering services in the amount of \$489,325, which is within the approved budget of \$6,050,000 and will leave a remaining balance of \$5,560,675.

Attachments

None

Budget Type: CIP
Fiscal Year: 2026
Document Location: Page 304

Routing

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

Created/Initiated - 4/3/2026
 Approved - 4/3/2026
 Approved - 4/6/2026
 Final Approval - 4/7/2026



GARLAND

PURCHASING REPORT

2.j

Meeting Date: April 21, 2026

Title: Contract Award for the 2026 Street Maintenance Program - Region 2

Submitted by: Tony Irvin, Streets Director

Bid Number: REQ00001207

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

Purchase Justification

This request is to award a term contract for street maintenance services to Garret Shields Infrastructure in the amount of \$1,500,000.00 for asphalt paving and associated concrete pavement repairs to support implementation of the Grow Garland Bond Program, and other Street Department pavement maintenance activities. On February 3, 2026, Council approved the 2026 Capital Improvement Plan, which included a group of asphalt paving projects for Year 1 of the Bond Program. The City's geographic area has been divided into two regions comprising the Year 1 asphalt paving projects. This contract awards the Region 2 geographic area identified in the attached exhibit. This is a one-year term contract, with no renewal options. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Annual expenditures align with budgeted funds but will not exceed the contract amount.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. Garret Shields Infrastructure is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Garret Shields Infrastructure	REQ00001207	All	\$1,500,000.00	Lowest Responsible Bid	REQ00001207

Fiscal Impact

Term contract sets price but does not commit funds. Expenditures will be charged to Infrastructure Repair & Replacement Fund Operating accounts and Asphalt Overlay CIP Program accounts as incurred.

Attachments

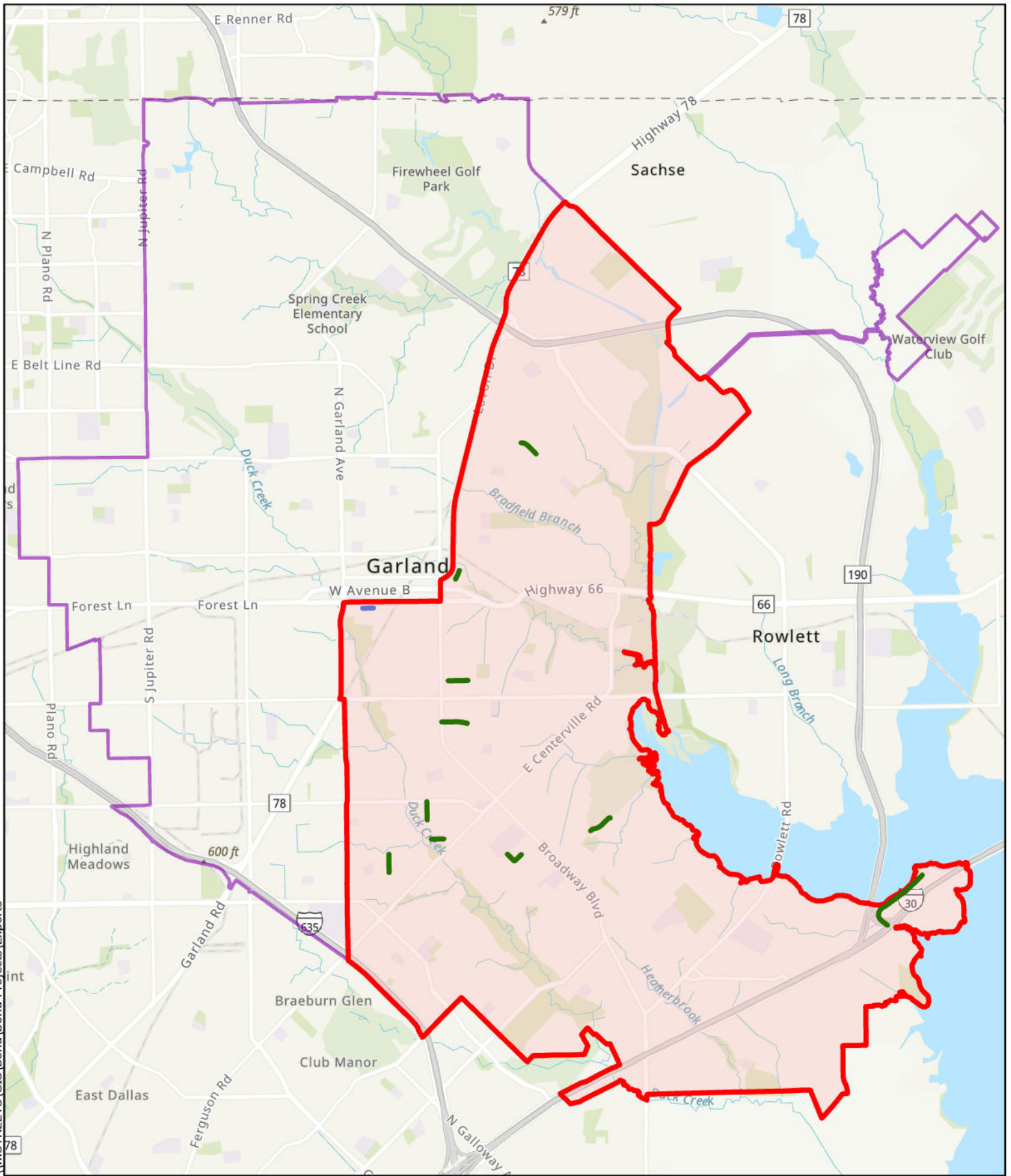
- A. Bid Recap
- B. Exhibit - 2026 Street Maintenance Region 2

Budget Type: Operating and CIP
Fiscal Year: 2025-26

Routing

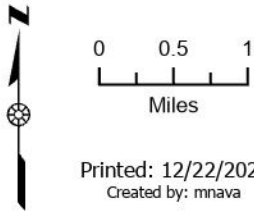
Tony Irvin, Streets Director
Tony Irvin, Streets Director
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Chief Financial Officer
Crystal Owens, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 3/21/2026
Approved - 3/21/2026
Approved - 3/24/2026
Approved - 3/26/2026
Approved - 4/13/2026
Final Approval - 4/13/2026



\\...STREETS\GIS\Bond\Projects\Exports

2026 Street Maintenance Term Contract - Reg - 2



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

Garland
Bond
Program



Printed: 12/22/2025
Created by: mnav



GARLAND

PURCHASING REPORT

2.k

Meeting Date: April 21, 2026

Title: Kerry, Quintana & Ridgemoor Water, Wastewater & Drainage Improvements

Submitted by: Tye Tingey, Sr. Civil Engineer

Bid Number: REQ00001612

Strategic Focus Area: Well-Maintained City Infrastructure

Purchase Justification

The Street Department's FY 2025 Work Plan included improvements to the water, wastewater, storm drain and paving on three residential streets:

- Kerry Lane - Bobtown Road to Blue Creek Drive (District 3)
- Quintana Drive - O'Banion Road to Willowhaven Circle (District 4)
- Ridgemoor Drive - Galaxie Road to Eastpark Drive (District 7)

This request is to award a contract to Tri-Con Services, Inc. for the construction of the water, wastewater and drainage improvements on these streets for the limits shown above. Cumulatively, approximately 3,070 LF of 8-inch water main, 70 LF of sewer main and 300 LF of storm drain will be installed. The pavement, sidewalks, curbs and driveway approaches on these streets will be reconstructed in a separate phase by another entity following completion of the underground utility work.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Nine (9) bids were received and evaluated. Tri-Con Services, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Tri-Con Services, Inc.	REQ00001612	All	\$1,904,407.00	Lowest Responsible Bid	REQ00001612

Fiscal Impact

Funding is available in the Water Relocation of Mains Prior to Paving CIP Program for water main improvements of existing water assets, in the amount of \$657,706, which is within the approved budget of \$32,592,163 and will leave a remaining balance of \$3,053,644.

Funding is available in the Wastewater Relocation of Mains Prior to Paving CIP Program for wastewater main improvements of existing wastewater assets, in the amount of \$1,165,774, which is within the approved budget of \$39,364,874 and will leave a remaining balance of \$2,776,644.

Funding is available in the Drainage Improvements Prior to Street Replacement CIP Program for drainage improvements of existing stormwater assets, in the amount of \$80,928, which is within the approved budget of

\$1,593,489 and will leave a remaining balance of \$201,868.

Attachments

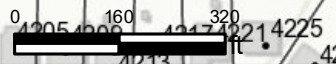
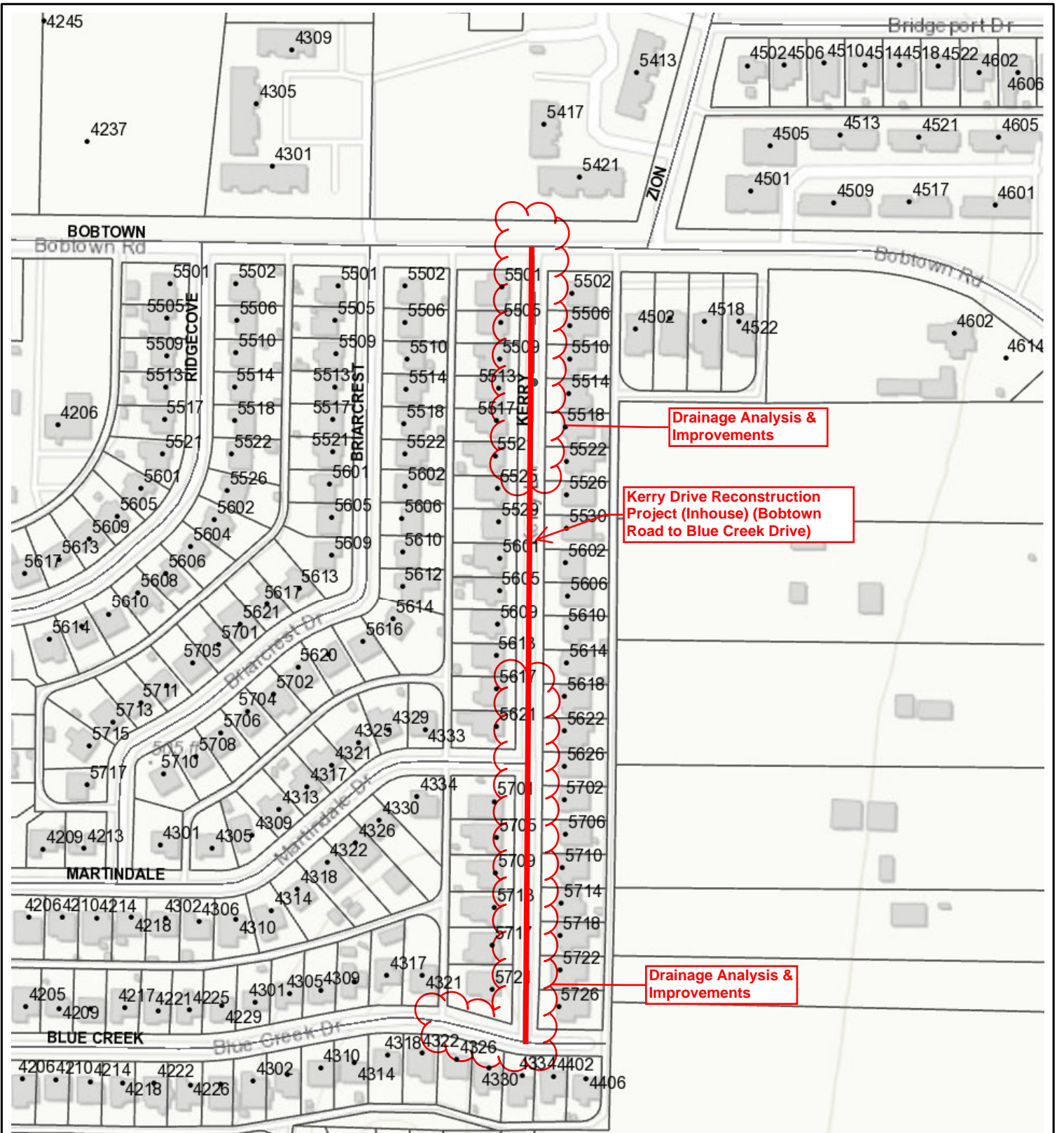
- A. Bid Recap
- B. Kerry, Quintana & Ridgemoor -exhibit

Budget Type	CIP
Fiscal Year	2026
Location	Pages 137, 225, and 267

Routing

Tye Tingey, Sr. Civil Engineer	Created/Initiated - 3/26/2026
Tony Irvin, Streets Director	Approved - 3/26/2026
Gary Holcomb, Procurement & Material Management Director	Approved - 3/27/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 3/30/2026
Crystal Owens, Assistant City Manager	Approved - 4/13/2026
Jennifer Stubbs, City Secretary	Final Approval - 4/13/2026

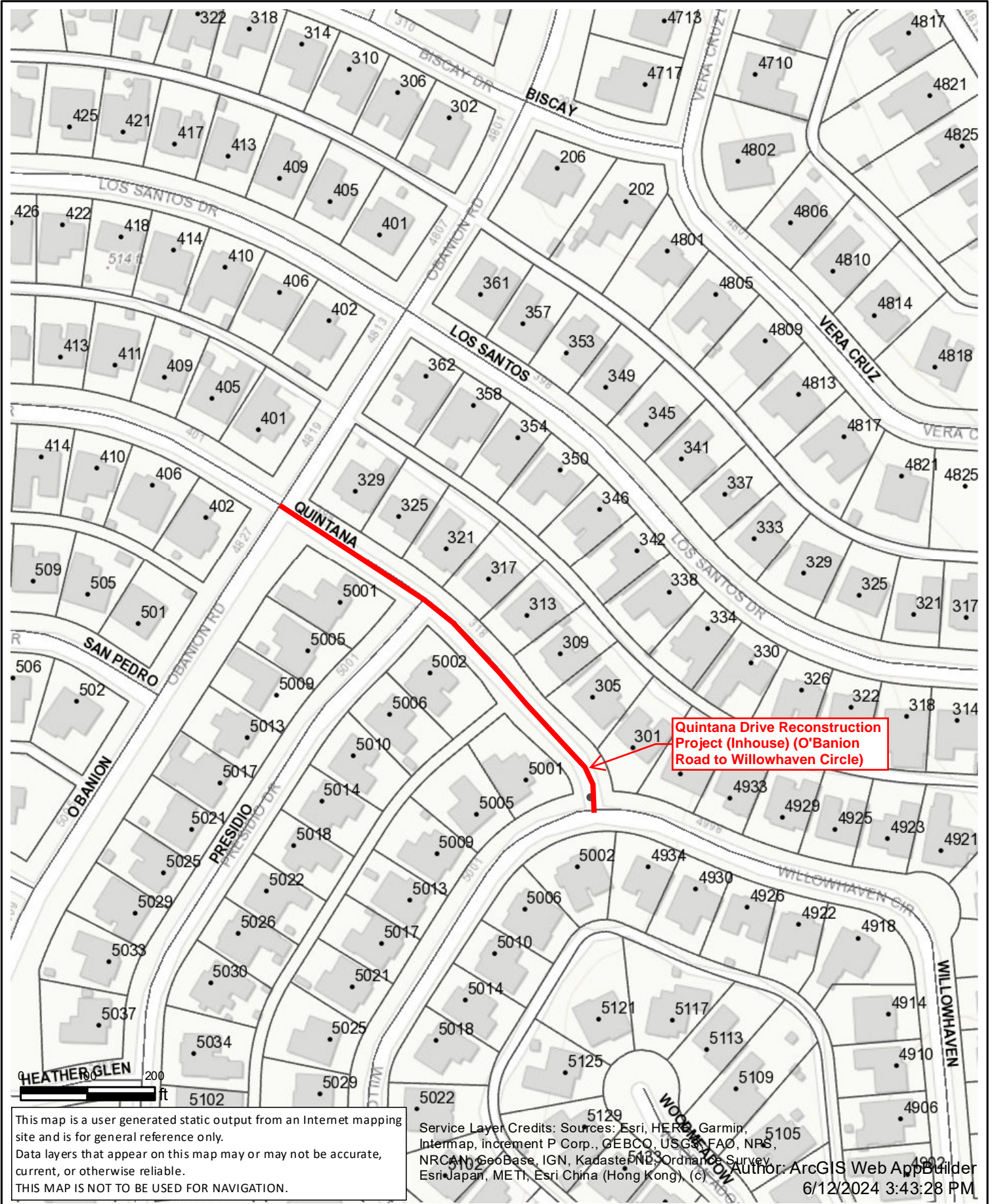
Kerry (Bobtown to Blue Creek) D3



This map is a user generated static output from an Internet mapping site and is for general reference only.
 Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) 2012 Esri and its licensors. All rights reserved.
 Author: ArcGIS Web App Builder
 6/12/2012 3:40:51 PM

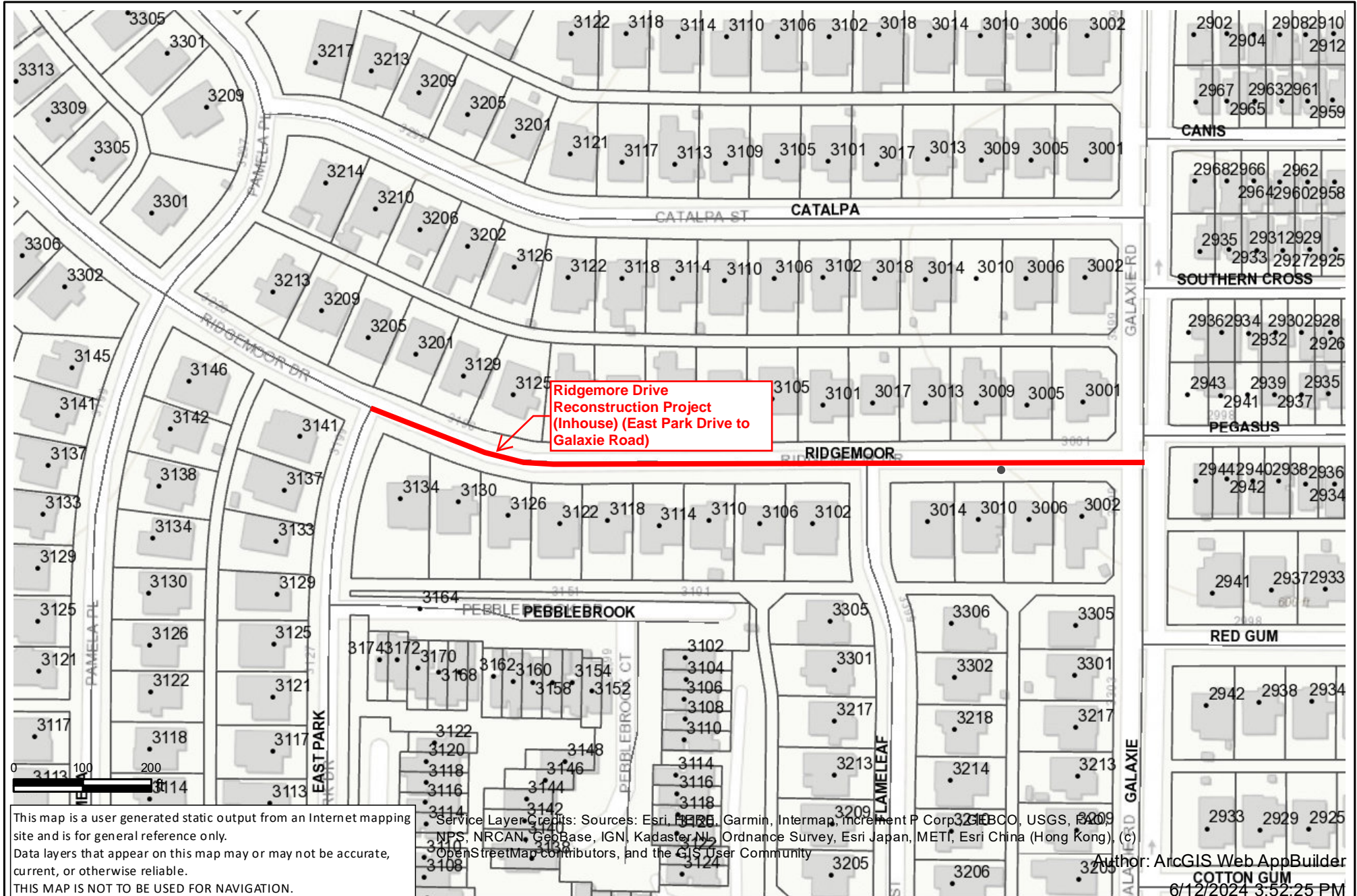
Quintana (O'Banion to Willowhaven)(D4)



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadastre, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) 2012. Author: ArcGIS Web App Builder 6/12/2024 3:43:28 PM

Ridgemoor (Galaxie to East Park) D7



Ridgemoor Drive
Reconstruction Project
(Inhouse) (East Park Drive to
Galaxie Road)

This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, DeLorme, Garmin, Intermap, increment P Corp., GEBCO, USGS, AeroGRID, IGN, Esri, Mapbox, Swisstopo, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (C) OpenStreetMap contributors, and the GIS User Community
Author: ArcGIS Web App Builder
6/12/2024 3:52:25 PM



GARLAND

PURCHASING REPORT

2.1

Meeting Date: April 21, 2026

Title: Harbor Point and Trail Design Services

Submitted by: Sandra Church, Management Services Coordinator

Bid Number: REQ00000313

Strategic Focus Area: Vibrant Neighborhoods and Commercial Centers

Purchase Justification

The Harbor Point Promenade, part of the 2025 Grow Garland Bond Program, will create a 14-foot-wide, 1.7-mile shared-use path along Lake Ray Hubbard, including over-water segments. It will expand public access, offer new recreational opportunities, and help preserve Garland’s natural areas and open spaces. The design includes marine day docks to improve access to nearby commercial and residential destinations at Harbor Point. Advancing this design agreement enables the City to begin detailed planning for this signature waterfront amenity, a key gateway to ongoing economic development along I-30.

Evaluation

A request for qualifications was issued in accordance with Purchasing procedures. Four (4) responses were received and evaluated based on the published criteria. Kimley-Horn and Associates, Inc. received the highest evaluated score, and was selected as the Most Qualified firm.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Kimley-Horn and Associates, Inc.	REQ00000313	All	\$3,150,000.00	Most Qualified	REQ00000313

Fiscal Impact

Funding is available in the Harbor Point CIP Project for the design award in the amount of \$3,150,000, which is within the total project budget of \$30,000,000 and will leave a remaining balance of \$26,850,000. This project will continue into 2027–2029 with additional 2025 GO Bond funding, as projected in the 2026 CIP.

Attachments

A. Bid Recap

Budget Type: CIP
 Fiscal Year: 2026
 Document Location: Page 86

Routing

Sandra Church, Management Services Coordinator
Michael Buchler, Capital Project Management Director
Gary Holcomb, Procurement & Material Management Director
Allyson Bell Steadman, Chief Financial Officer
Crystal Owens, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 4/2/2026
Approved - 4/2/2026
Approved - 4/2/2026
Approved - 4/7/2026
Approved - 4/13/2026
Final Approval - 4/13/2026

CITY OF GARLAND - BID RECAP SHEET OPENED: 11/20/2025 REQ. NO REQ00000313 BID NO REQ00000313 PAGE: 1 of 1 BUYER: L.Segura			Kimley-Horn and Associates, Inc.	Freese and Nichols, Inc.	TBG Partners	MHS Planning & Design, LLC
------------------------------------------------------------------------------------------------------------------------------------------------	--	--	----------------------------------	--------------------------	--------------	----------------------------

ITEM	QTY	UNIT	DESCRIPTION	Kimley-Horn and Associates, Inc.		Freese and Nichols, Inc.		TBG Partners		MHS Planning & Design, LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Bid Price for Evaluation		\$3,150,000.00						
			Evaluation Criteria:								
			Marine Structural and Promenade Ex	Maximum = 35	30.75		29.50		31.25		26.50
			Technical Approach and Innovation	Maximum = 20	17.50		18.50		17.00		16.00
			Project Team Qualifications	Maximum = 15	12.00		11.75		12.00		9.75
			Environmental and Permitting Expert	Maximum = 15	13.25		14.50		14.50		11.50
			Public Engagement and Stakeholder	Maximum = 5	3.75		4.25		4.25		2.75
			Cost Control and Schedule Managen	Maximum = 10	8.50		8.25		7.25		5.75
			Total Score	Maximum = 100	85.75		86.75		86.25		72.25
			Rescore after interviews (Top 3)	Maximum = 100	105.00		102.25		101.50		N/A

TOTAL GROSS PRICE			\$3,150,000.00				
CASH DISCOUNT							
TOTAL NET PRICE			\$3,150,000.00				
F.O.B.			DELIVERED	DELIVERED	DELIVERED	DELIVERED	
DELIVERY							

NEXT LOW: N/A LOW: N/A SAVINGS: N/A	368 # IonWave Notifications 66 # IonWave HUBS 0 # Direct Contact HUBS 0 # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
----------------------------------------------------------------	---------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



GARLAND

PURCHASING REPORT

2.m

Meeting Date: April 21, 2026

Title: Change Order for the Pleasant Valley Road/Elm Grove Pavement Rehabilitation Project

Submitted by: Tye Tingey, Sr. Civil Engineer

Bid Number: 0529-25

Strategic Focus Area: Well-Maintained City Infrastructure

Purchase Justification

The pavement rehabilitation work for Pleasant Valley Road and Elm Grove Road, located in the City of Sachse, began in December 2025 and is on-going. Both roads are primary routes to the City of Garland's Hinton Landfill. By agreement, the City of Garland is responsible for maintaining the roads. Additional pavement subgrade stabilization work is required to support the rehabilitation work. This request is to authorize a change order in the amount of \$444,125.00 to perform this additional subgrade stabilization work.

Evaluation

Rabine Paving Texas, LLC was awarded the original PO 38464 in the amount of \$2,584,908.50 at the May 20, 2025 Regular Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Rabine Paving Texas, LLC	0529-25	All	\$444,125.00	Change Order	N/A

Fiscal Impact

Funding is available in the Infrastructure Repair & Replacement Fund for this change order request in the amount of \$444,125, which is within the approved budget of \$45,328,269 and will leave a remaining balance of \$30,151,827.

Attachments

None

Budget Type: Operating
 Fiscal Year: 2025-26
 Document Location: Page 217

Routing

Tye Tingey, Sr. Civil Engineer
 Tony Irvin, Streets Director
 Gary Holcomb, Procurement & Material Management Director

Created/Initiated - 3/24/2026
 Approved - 3/24/2026
 Approved - 3/24/2026

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

Approved - 3/26/2026
Approved - 4/13/2026
Final Approval - 4/13/2026



GARLAND

PURCHASING REPORT

2.n

Meeting Date: April 21, 2026

Title: Substantial Damages Assessment Services Contract

Submitted by: Tamera Wilson, Department Coordinator I

Bid Number: REQ00001928

Strategic Focus Area: Safe Community
Future-Focused City Organization

Purchase Justification

This request is to execute a professional services contract providing substantial damage assessments of flood-damaged properties after any flood disaster event. The City of Garland participates in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). FEMA has an established requirement where any flood-prone property may not be improved more than fifty percent (50%) of the structural value of the home, including an addition to the home, remodeling and/or repairs after a flooding event.

As a participant in the NFIP, the City is required 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. The City does not have the resources to perform these SDA's in the event of a major flood event. Freese and Nichols, Inc. (FNI) has available resources 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.

Council considered this item at the April 6, 2026 Work Session.

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

Evaluation

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

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Freese and Nichols, Inc.	REQ00001928	All	\$500,000.00	Most Qualified	REQ00001928

Fiscal Impact

Term contract sets price but does not commit funds. Expenses will be charged to Stormwater Management Fund Operating accounts as incurred. Funding for the flood damage evaluation will be appropriated from

available fund balance in the Stormwater Management Fund as in the FY 2025-26 Revised Budget as necessary.

Attachments

None

Budget Type: Operating
Fiscal Year: 2025-26
Document Location: Page 259

Routing

Tamera Wilson, Department Coordinator I	Created/Initiated - 4/2/2026
Michael Polocek, Engineering Director	Approved - 4/3/2026
Gary Holcomb, Procurement & Material Management Director	Approved - 4/3/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 4/6/2026
Crystal Owens, Assistant City Manager	Approved - 4/13/2026
Jennifer Stubbs, City Secretary	Final Approval - 4/13/2026



GARLAND

CITY COUNCIL STAFF REPORT

3.a

Meeting Date: April 21, 2026
Title: Z 26-01 ZoneDev (District 5)
Submitted by: Elisa Morales, Administrative Services Manager
Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 26-01 ZoneDev

Background

Zoning Case Z 26-01 was approved via public hearing during the April 7, 2026 Regular Meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 26-01 Ordinance
- B. Z 26-01 Exhibit A
- C. Z 26-01 Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A CHANGE IN ZONING FROM SINGLE-FAMILY (SF-7) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT, WITH A BASE ZONING OF NEIGHBORHOOD SERVICES (NS) DISTRICT (PD-NS) TO ALLOW FOR CERTAIN NEIGHBORHOOD SERVICES DISTRICT USES AND MODIFY DEVELOPMENT STANDARDS ON A 0.98-ACRE TRACT OF LAND LOCATED AT 820 WEST MILLER ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of March 2026, the Plan Commission did consider and make recommendations on a certain request for (1) a Change in Zoning from Single-Family-7 (SF-7) district to a Planned Development (PD) District, with a base zoning of Neighborhood Services (NS) district (PD-NS) to allow for certain Neighborhood Services district uses and modify development standards by **Maxwell Fisher** and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1

The Garland Development Code is hereby amended by approving (1) a Change in Zoning from Single-Family-7 (SF-7) district to a Planned Development (PD) district, with a base zoning of Neighborhood Services (NS) district (PD-NS) to allow for certain Neighborhood Services district uses and modify development standards on a 0.98-acre tract of land located at 820 West Miller Road and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code, except as otherwise specified by the

conditions identified in "Exhibit B", attached hereto and made a part hereof.

Section 3

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

Section 4

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in "Exhibit A". All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

FILE NO. Z 26-01

PASSED AND APPROVED this _____ day of _____,
2026.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 26-01

Situated in Dallas County, Texas and being a tract of parcel of land out of the William H. Keen Survey, Abstract No. 734, Dallas County, Texas and being more particularly described by metes and bounds as follow:

Beginning at the intersection of the west line of a 15 foot alley with the south line of Miller Road, said point beginning 89 degrees 49 minutes west 136.6 feet from the west line of Auburn Street;

Thence South 5 degrees 11 minutes west 300.41 feet along said West line of alley;

Thence North 84 degrees 49 minutes west 145 feet;

Thence North 5 degrees 11 minutes East 293.6 feet parallel with the said West line of alley to a point in said South Line of Miller Road;

Thence North 89 degrees 49 minutes East 145.64 feet along said South line of Miller Road to the place of Beginning, containing one (1) acre of land, more or less.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 26-01

820 West Miller Road

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

V. Specific Conditions:

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

- A Mobile Food Truck Park is only permitted upon approval of a Specific Use Provision (SUP)
- A Convenience Store (1,000 s.f. - 5,000 s.f.) is prohibited
- A Laundry, Self-Serve (Laundromat) is prohibited
- An Outside Display, New Materials use is prohibited
- A Transit Station Public use is prohibited

Landscaping: A minimum of six (6) ornamental trees are required within the landscape buffer along Miller Road. If authorization to plant ornamental trees is denied due to conflict with the overhead utilities, this requirement may be satisfied by installing a continuous

row of evergreen shrubs or ornamental grasses (or combination thereof) within the front yard.

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



GARLAND

CITY COUNCIL STAFF REPORT

3.b

Meeting Date: April 21, 2026
Title: Z 26-02 TurfMaker (District 5)
Submitted by: Elisa Morales, Administrative Services Manager
Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 26-02 TurfMaker

Background

Zoning Case Z 26-02 was approved via public hearing during the April 7, 2026 Regular Meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 26-02 Ordinance
- B. Z 26-02 Exhibit A
- C. Z 26-02 Exhibit B
- D. Z 26-02 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) A SPECIFIC USE PROVISION (SUP) FOR AN INDUSTRIAL OR MANUFACTURING, HEAVY USE AND (2) A CONCEPT PLAN FOR AN INDUSTRIAL OR MANUFACTURING, HEAVY USE, ON A PROPERTY ZONED INDUSTRIAL (IN) DISTRICT ON A 2.32-ACRE TRACT OF LAND LOCATED AT 2775 WEST KINGSLEY ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of March 2026, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision (SUP) and (2) a Concept Plan, as shown in "Exhibit C" for a Industrial or Manufacturing, Heavy use, on a property zoned Industrial (IN) district by **James Lincoln** and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1

The Garland Development Code is hereby amended by approving (1) A Specific Use Provision (SUP) to allow an Industrial or Manufacturing, Heavy use and (2) a Concept Plan for an Industrial or Manufacturing, Heavy use, on a property zoned Industrial (IN) district on a 2.32-acre tract of land located at 2775 West Kingsley Road and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code, except as otherwise specified by the conditions identified in "Exhibit B", attached hereto and made a part hereof.

Section 3

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

Section 4

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in "Exhibit A". All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

FILE NO. Z 26-02

PASSED AND APPROVED this _____ day of _____,
2026.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 26-02

The property located at 2775 W. Kingsley Road, City Of Garland, Dallas County, Texas, being Lot 1, Block 1, Tanton Addition, an addition to the City of Garland, Dallas County, Texas, in the Henry Reid Survey, Abstract 1197, according to the plat recorded in volume 83173, Page 1612, Deed Records of Dallas County, Texas.

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 26-02

2775 West Kingsley Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow an Industrial or Manufacturing, Heavy use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Industrial (IN) district as set forth in Chapter 2 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Concept Plan: Development shall be in general conformance with the Concept Plan labeled Exhibit C. In the event there is conflict between the approved Concept Plan and the Specific Regulations below, the Specific Regulations shall apply.

- V. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the GDC, federal, and state law.

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;

EXHIBIT B

- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or
- F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the Industrial (IN) district, by the GDC, or by state or federal law.

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

VI. Specific Regulations:

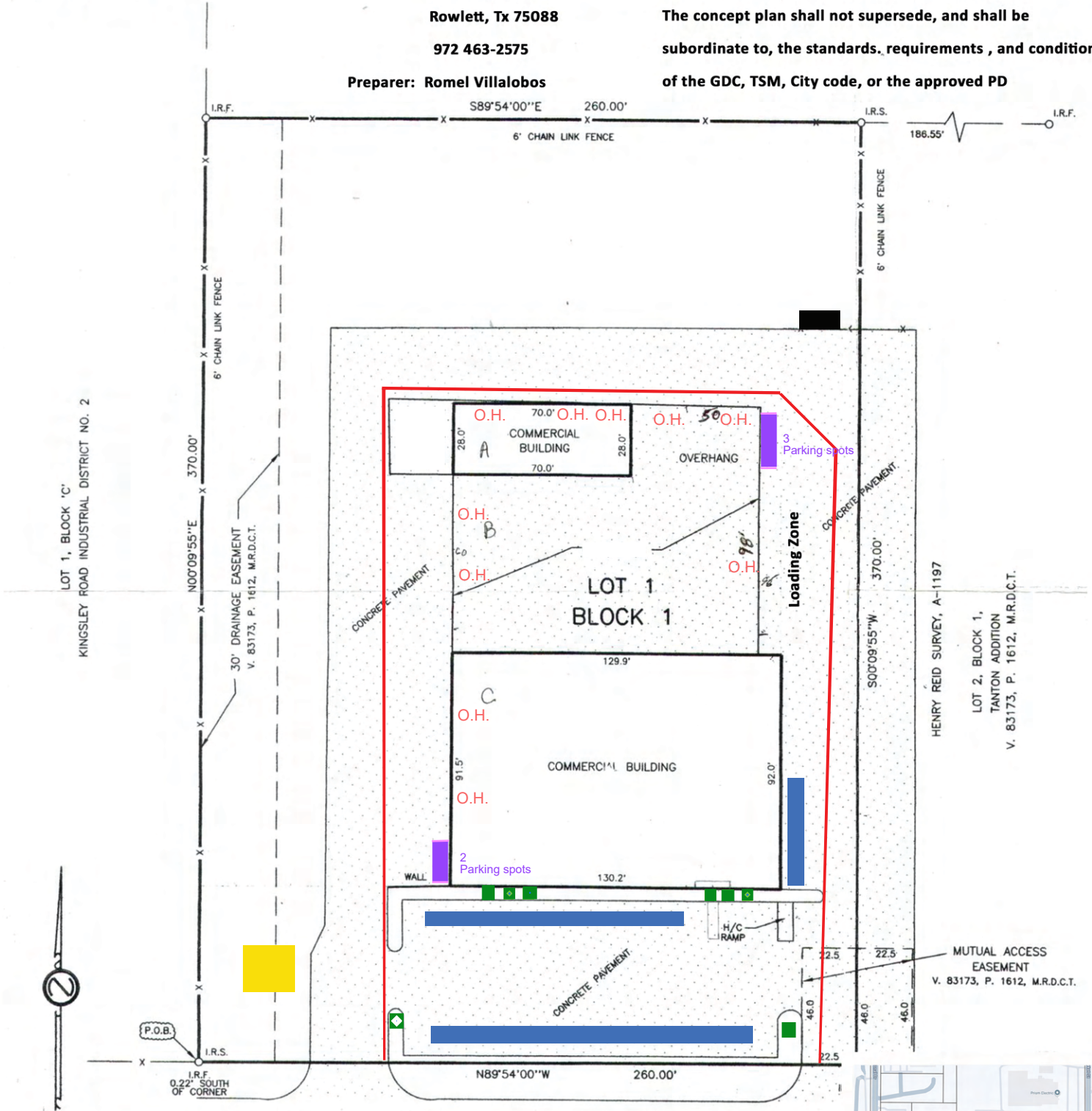
- A. Time Period: The Specific Use Provision shall have an eight-year time period.
- B. Landscaping: Additional landscaping shall be installed on site as shown on the Concept Plan before a Certificate of Occupancy is issued.
- C. Use: The use of raw materials for manufacturing shall not exceed 50% of the gross floor area of the building. The remainder space may be utilized for assembling, storing, packaging, shipping or other functions for the use.

EXHIBIT C

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

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

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



LEGEND
 IRF IRON ROD FOUND
 IRS IRON ROD SET

- O.H. = Overhead door
- Greenery or shrubs
- Existing Parking
- Proposed parking with required landscaping
- Fire Lane
- Drought Resistant Shrub with flowers
- Dumpster





GARLAND

CITY COUNCIL STAFF REPORT

3.c

Meeting Date: April 21, 2026
Title: Z 26-05 Endeavor Real Estate Group (District 7)
Submitted by: Elisa Morales, Administrative Services Manager
Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 26-05 Endeavor Real Estate Group

Background

Zoning Case Z 26-05 was approved via public hearing during the April 7, 2026 Regular Meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 26-05 Ordinance
- B. Z 26-05 Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A CHANGE IN ZONING FROM AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT 84-96. THE SITE IS LOCATED AT 6211 NORTH GEORGE BUSH HIGHWAY ON A PROPERTY ZONED AGRICULTURAL (AG) DISTRICT, ON A 1.934-ACRE TRACT OF LAND LOCATED AT 6211 NORTH GEORGE BUSH HIGHWAY; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 9th day of March 2026, the Plan Commission did consider and make recommendations on a certain request for a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway by **Endeavor Real Estate Group** and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1

The Garland Development Code is hereby amended by approving a change in zoning from Agricultural (AG) district to Planned Development (PD) district 84-96. The site is located at 6211 North George Bush Highway, on a 1.934-acre tract of land located at 6211 North George Bush Highway and being more particularly described in "Exhibit A," attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

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

Section 4

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization, or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in "Exhibit A." All promises, representations, obligations, and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

FILE NO. Z 26-05

PASSED AND APPROVED this _____ day of _____,
2026.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 26-05

BEING a parcel of land located in the City of Garland, Dallas County, Texas, a part of the P. H. Rice Survey, Abstract Number 1241, and being all of that called 1.934 acre tract of land described in deed to Gerald Blankemeyer as recorded in Document Number 201600062479, Official Public Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a Texas Highway Department 4 inch disk in concrete found at the northwest corner of said 1.934 acre tract, said point being the northeast corner of that called 2.93 acre tract of land described in deed to Anbar, Inc. as recorded in Volume 2004193, Page 6358, Official Public Records of Dallas County, Texas, said point also being in the south right-of-way line of State Highway 190 (a variable width right-of-way);

THENCE along the north line of said 1.934 acre tract and along the south right-of-way line of State Highway 190 as follows:

South 53 degrees 23 minutes 52 seconds East, 210.20 feet to a one-half inch iron rod found for corner;

South 60 degrees 43 minutes 21 seconds East, 363.55 feet to a Texas Highway Department 4 inch disk in concrete found at the southeast corner of said 1.934 acre tract, said point also being in the north line of that called 23.595 acre tract of land described in Estate Distribution Deed to Monica Ann Collins (Independent Executor of the Estate of Joe Don Nicholson) as recorded in Document Number 202000088796, Official Public Records of Dallas County, Texas,

THENCE South 88 degrees 52 minutes 31 seconds West, 570.11 feet to an Axle found for corner, said point being the southwest corner of said 1.934 acre tract, said point being the northwest corner of said 23.595 acre tract, said point also being in the east line of said 2.93 acre tract;

EXHIBIT A

ZONING FILE NUMBER Z 26-05

THENCE North 14 degrees 59 minutes 08 seconds East, 325.38 feet along the west line of said 1.934 acre tract and the east line of said 2.93 acre tract to the POINT OF BEGINNING and containing 84,236 square feet or 1.934 acres of land.

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).

EXHIBIT A



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: April 21, 2026

Title: TxDOT Click It or Ticket Grant 2026

Submitted by: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue / Summary

Approve the FY 2026 TxDOT Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant. Council considered this item at the April 20, 2026 Work Session.

Background

The TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant is to be used for education, awareness, and increased safety belt compliance during the period of May 15 to June 3, 2026. The grant for the period is \$6,350.49. If accepted, TxDOT will reimburse the City of Garland \$5,397.00. The grant requires the City to provide \$953.49 in matching funds. This will be accomplished in part through fringe benefits expenditures. Consequently, the City can meet the contractual match requirements without incurring any additional costs.

Consideration / Recommendation

Council is requested to approve the FY 2026 Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant.

Attachments

- A. Reso No. ____ GPD-CIOT Grant 2026
- B. 2026-GarlandPD-CIOT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM CLICK IT OR TICKET GRANT IN THE AMOUNT OF \$6,350.49; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Click It or Ticket Grant in the amount of \$6,350.49, for the purpose of vehicle occupant restraint enforcement during the period from May 15, 2026 through June 3, 2026.

Section 2

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

PASSED AND APPROVED this the 21st day of April, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Click It Or Ticket Mobilization

ID: 2026-GarlandPD-CIOT-00046

Period: 05/15/2026 to 06/03/2026

GENERAL INFORMATION

Project Title : STEP - Click It Or Ticket

Project Description : To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our fifth or more year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Jeff Bryan
Title	Chief of Police
Address	1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9724854800 (xxx-xxx-xxxx)
Fax Number	9724854801 (xxx-xxx-xxxx)
E-mail address	bryanj@garlandtx.gov

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in

accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures

by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alphanumeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part

200.

- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at

no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 4 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | July, 2020 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 23 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity Identifier (UEI) : SFLHMCK5EH49

UEI Expiration Date : 10/27/2026

Please upload a screen capture
or print-as-pdf version of the https://egrants.bts.txdot.gov/_Upload/1470208_341462-EntityInformation_20251121-033840.docx
SAM.gov webpage with UEI number

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2026

Begin Date : 10/1/2025 End Date : 9/30/2026

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here : https://egrants.bts.txdot.gov/_Upload/1470208_341463-2026StepGrantSOP-signed.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

INTERNAL ETHICS AND COMPLIANCE PROGRAM CERTIFICATION

BACKGROUND

Title 43 of the Texas Administrative Code requires specific state and federal funds recipients to adopt and enforce an internal ethics and compliance program that satisfies the requirements of 43 Texas Administrative Code §10.51. The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program

MINIMUM REQUIREMENTS SET FORTH IN TITLE 43 TEXAS ADMINISTRATIVE CODE §10.51:

1. High level personnel are responsible for oversight of compliance with the standards and procedures.
High level personnel shall be knowledgeable about the content and operation of the entity's internal ethics and compliance program and shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.
2. Appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities
The entity shall have a consistent process to vet the background of current and future employees in high level positions and those involved in the handling of financial and/or highly confidential information.
3. Ensure that compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board if the entity has a governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program.
The entity shall ensure that employees and the governing board (if applicable) are made aware of all internal ethics and compliance policies, procedures, and practices by requiring them to participate in periodic ethics and compliance training. A record of those participating in training shall be kept.
4. Ensure that compliance standards and procedures are effectively communicated to all of the entity's agents
The entity shall notify and require its partners doing business on its behalf to comply with the entity's internal ethics and compliance policies, procedures, and practices through written or verbal communication.
5. Ensure that reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance and providing and publicizing a system for the entity's employees and agents to report suspected non-compliance without fear of retaliation
The entity shall have in place a reporting system, which may include mechanisms for anonymity or confidentiality, that allows employees, the governing board and entity agents to report suspected incidents of non-compliances without fear of retaliation.

The entity shall have an established process for assessing compliance with its code of conduct as well as policies and procedures adopted to promote adherence with laws and regulations.
6. Ensure consistent enforcement of compliance standards and procedures is administered through

appropriate disciplinary mechanisms

The entity shall respond to incidents of non-compliance by following an established internal disciplinary process.

7. Ensure reasonable steps are being taken to respond appropriately to detected offenses and to prevent future similar offenses

The entity shall have established protocols and processes for monitoring and responding to risk that could potentially result in violations.

The entity shall act appropriately to prevent similar conduct by implementing a plan remedying past noncompliance, preventing future non-compliance and making modifications as necessary to the entity's policies to ensure effective compliance.

8. Have in place a written employee code of conduct that, at a minimum, addresses record retention, fraud, equal opportunity employment, sexual harassment, conflicts of interest, personal use of the entity's property, and gifts honoraria

The entity shall adopt a code of conduct that, at a minimum, addresses each element of this requirement.

CERTIFICATION

Our agency would like to be eligible to receive state or federal funds from or through the Texas Department of Transportation.

To comply with the requirements set forth in the Texas Administrative Code, the entity certifies that:

1. the entity has a written internal ethics and compliance program that provides compliance standards and procedures that are designed to detect and prevent violations of the law, and ethical standards;
2. the entity enforces employee compliance with its internal ethics and compliance program; and
3. the entity's internal ethics and compliance program specifically includes, at a minimum, the items contained in 43 Tex. Admin. Code §10.51.

Any other requirements by any state, federal, or local law, rule, regulation, ordinance or otherwise is not included in these requirements and it is the sole responsibility of the undersigned to comply with such laws. This is not intended to provide legal advice or representation to the undersigned.

The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program (43 Tex. Admin. Code §10.51(c)).

XAgency (Entity) agrees to comply with above requirements

AGENCY INFORMATION

Agency Contacts

- | | |
|--------------------------------------------------------------------------------------------------|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 7 |
| 3. Who is the person in charge of training at your department? | Lt. Gary Steadman |
| 4. Please provide their work email and telephone number. | steadmanG@garlandtx |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | barineaup@garlandtx. |

Service Data

- | | |
|--------------------------------------------------------------------------------|--------|
| 1. What is the size in square miles of your department's service area? | 57.1 |
| 2. What is the latest estimated population of your service area? | 250099 |
| 3. How many sworn officer positions is your agency authorized? | 357 |
| 4. How many of those positions are currently filled? | 322 |
| 5. How many total calls for service did your agency log in the past 12 months? | 149755 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 8950 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 14122 |

BTS Program Area

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? | No |
| 2. Does your department have a traffic unit? | Yes |
| 3. Does your department have a DWI unit? | Yes |
| 4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? | No |
| 5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? | No |
| 6. Does your department have at least one data analyst? | Yes |
| 7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? | Yes |
| 8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? | No |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

COUNTY SERVED

Select a County: Dallas County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 4
Congressional District 5
Congressional District 32

Texas Senate* Texas Senate District 2
Texas Senate District 16

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 102
Texas House of Representatives District 107
Texas House of Representatives District 112
Texas House of Representatives District 113
Texas House of Representatives District 114

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
 Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four calendar days during the enforcement dates below, with at least half of all enforcement hours worked on this project conducted between the hours of 6p-6a. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. These activities must occur prior to enforcement activities beginning.

May
 15,
 2026
 - May
 17,
 2026

Enforcement Period

Intensify enforcement through an overtime STEP that places primary emphasis on reducing the number of fatal and serious crashes (KA) involving unrestrained or improperly restrained occupants by promoting and encouraging proper seatbelt or child safety seat use during the peak holiday traffic. Officers should focus their enforcement efforts on seatbelt and child safety seat violations, but may use any probable cause to stop a vehicle within the established enforcement zones during enforcement hours. Officers working STEP-CIOT must document stopping an average of 2.5 vehicles in each STEP enforcement hour and within the designated enforcement zones during designated enforcement hours.

May
 18,
 2026
 - May
 31,
 2026

Post-Media Efforts After Enforcement period

Conduct local media events informing the public about the importance and effectiveness of belt laws and the results of the enforcement activities conducted for this project. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

June
 01,
 2026
 - June
 03,

2026

Reporting Period

Agencies will submit a report documenting all grant-related activities conducted during this time period

June
04,
2026
- July
03,
2026

Comments:

Please mark all of your proposed zones on a single heat map and upload that map here. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.

https://egrants.bts.txdot.gov/_Upload/1470214_346743-GarlandPD2026CIOTCompMap.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Click-It-Or-Ticket (CIOT) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where vehicle occupants are unrestrained or improperly restrained, whether in seat belts or child safety seats (Occupant Protection, or OP). The blanks on this page represent the baseline number of KA crashes related to CIOT enforcement efforts (OP-KA), and the KA crash targets each agency hopes to achieve through CIOT enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of OP-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The targets, one each for seatbelts and child safety seats, should reflect a reduction against the Baseline KA Crash number in the top box. The sum of targets should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Occupant Protection (OP-KA) for subgrantee's jurisdiction	19
Target: Target: Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	18

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, interviews, mobilization-appropriate social media posts)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- At least half of the Enforcement Zones uploaded in this section must be marked as "Nighttime 6p-6a" using the radio buttons under the Zone Location box, and at least half of the total number of enforcement hours on the project must be worked during Nighttime hours (6p-6a).
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 1
Zone Description	1300 -3400 W. Miller (north) 1900-3300 S. Jupiter (west) 11400-13700 I-635 (South) 2000-4800 Saturn Rd (east)
Zone Hours	Daytime 6 AM to 6 PM X Nighttime 6 PM to 6 AM
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1470219_340897-GarlandPD2026CIOTZone1.pdf
Additional Documentation	

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- At least half of the Enforcement Zones uploaded in this section must be marked as "Nighttime 6p-6a" using the radio buttons under the Zone Location box, and at least half of the total number of enforcement hours on the project must be worked during Nighttime hours (6p-6a).
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 2
Zone Description	100 Ave D to 2400 Forest Ln (south) 400 N. Shiloh to 1700 N. Shiloh(west) 2400 W. Buckingham to 1400 W. Buckingham (north-Northwest) 1900 N. Garland to 2900 N. Garland (northwest) 1300 Beltline to 2000 N. first (north) 100 E. Buckingham to 300 E. Buckingham (north-Northeast) 1900 Lavon to 100 Lavon (east) 100 S. First St to 400 S. First St (east)
Zone Hours	X Daytime 6 AM to 6 PM Nighttime 6 PM to 6 AM
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1470222_340897-GarlandPD2026CIOTZone2.pdf
Additional Documentation	

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 52								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	52		\$95.000	\$4,940.00		\$4,940.00	%	\$956.88
Sergeants:			\$0				%	\$0
Lieutenants/Other:			\$0				%	\$0
Non Enforcement (PI&E Activities & Administrative Duties)								
Overtime Regular Time								
Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked								
Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
Captain/Lieutenants (grant management, completing RFRs, coordinate enforcement hours, building grant, verify DRs, shift supervision)		5	\$76.000		\$380.00	\$380.00	%	\$73.61
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,940.00	\$380.00	\$5,320.00		\$1,030.49
Category		TxDOT	%		Match		%	Total
Salaries:		\$4,940.00	92.86%		\$380.00		7.14%	\$5,320.00
Fringe Benefits:		\$457.00	44.35%		\$573.49		55.65%	\$1,030.49
Breakdown of Fringe Percentages:	Details of regular time, if included in any of the above hours :							

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,940.00	\$380.00	\$5,320.00
(200)	Fringe Benefits	\$457.00	\$573.49	\$1,030.49
	Category I Sub-Total	\$5,397.00	\$953.49	\$6,350.49
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$5,397.00	\$953.49	\$6,350.49
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$5,397.00	\$953.49	\$6,350.49
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$5,397.00	\$953.49	\$6,350.49
	Fund Sources (Percent Share)	84.99%	15.01%	



GARLAND

CITY COUNCIL STAFF REPORT

Meeting Date: April 21, 2026

Title: TxDOT Operation Slowdown Grant 2026

Submitted by: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue / Summary

Approve the FY 2026 TxDOT Operation Slowdown Grant. Council considered this item at the April 20, 2026 Work Session.

Background

The purpose of this grant is to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes, as well as public information and education efforts during the enforcement period. Enforcement of these efforts will be conducted throughout the City of Garland from July 15 to August 5, 2026. The grant for the period is \$6,350.49. If accepted, TxDOT will reimburse the City of Garland \$5,397.00. The grant requires the City to provide \$953.49 in matching funds. This will be accomplished through fringe benefits expenditures. Consequently, the City can meet the contractual match requirements without incurring any additional costs.

Consideration / Recommendation

Council is requested to approve the FY 2026 TxDOT Operation Slowdown Grant.

Attachments

- A. Reso No. ____ GPD-OpSlow Grant 2026
- B. 2026-GarlandPD-OpSlow

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OPERATION SLOWDOWN GRANT IN THE AMOUNT OF \$6,350.49; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Operation Slowdown Grant in the amount of \$6,350.49, for the purpose of speed enforcement during the period from July 15, 2026 through August 5, 2026.

Section 2

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

PASSED AND APPROVED this the 21st day of April, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Operation Slowdown

ID: 2026-GarlandPD-OpSlow-00044

Period: 07/15/2026 to 08/05/2026

GENERAL INFORMATION

Project Title : STEP - Operation Slowdown

Project Description : To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our fifth or more year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Jeff Bryan
Title	Chief of Police
Address	1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9724854800 (xxx-xxx-xxxx)
Fax Number	9724854801 (xxx-xxx-xxxx)
E-mail address	bryanj@garlandtx.gov

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in

accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures

by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alphanumeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part

200.

- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at

no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 4 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | July, 2020 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 23 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

SUBGRANTEE COMPLIANCE PAGE

1. Unique Entity Identifier: In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from System for Award Management (SAM or SAM.gov). The UEI is a 12-character, alpha-numeric value which can be obtained at <https://sam.gov/content/entity-registration>.

Agency UEI number is **SFLHMCK5EH49** with a Registration Expiration Date of **10/27/2026**
If UEI number is incorrect or if UEI is expiring before grant begin date, please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number here.

X Agency confirms the UEI number is correct, certifies it is current and commits to annually maintain the registration

2. Agency financial year begins on October and ends on September

Yes

If No, please provide the correct financial year from to

3. Agency Legal Name to be printed on Grant Agreement is City of Garland

Yes

If No, please provide the correct legal name

4. Agency Payee Identification Number (PIN) is 17560005344000

(please confirm with your finance department)

Yes

If No, please provide the correct number PIN

PIN is made up of 11-digit Texas Identification Number + 3-digit Mail Code

5. Single Audit Report

In accordance with 2 CFR 200 Subpart F—Audit Requirements and Single Audit Act, a subrecipient that expends \$1,000,000 or more in Federal awards during the subrecipient's fiscal year must have a single or program-specific audit conducted for that year.

If the federal expenditure threshold of \$1,000,000 or more is met during your entity's fiscal year, submit a Single Audit Report and applicable management responses to TxDOT's Compliance Division at 125 East 11th Street, Austin, TX 78701 or singleaudits@txdot.gov.

If federal expenditures are less than \$1,000,000 during your entity's fiscal year, submit a statement to TxDOT's Compliance Division at singleaudits@txdot.gov as follows: " did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

XAgree to comply with Single Audit Report

6. STEP Operating Policies and Procedures (Law Enforcement Agencies Only)

Law Enforcement Agencies must have established written STEP operating policies and procedures. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for STEP Operating Policies and Procedures requirements. Please upload the STEP Operating policy and procedures document:

https://egrants.bts.txdot.gov/_Upload/1473471_344699-2026StepGrantSOP-signed.pdf

INTERNAL ETHICS AND COMPLIANCE PROGRAM CERTIFICATION

BACKGROUND

Title 43 of the Texas Administrative Code requires specific state and federal funds recipients to adopt and enforce an internal ethics and compliance program that satisfies the requirements of 43 Texas Administrative Code §10.51. The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program

MINIMUM REQUIREMENTS SET FORTH IN TITLE 43 TEXAS ADMINISTRATIVE CODE §10.51:

1. High level personnel are responsible for oversight of compliance with the standards and procedures.
High level personnel shall be knowledgeable about the content and operation of the entity's internal ethics and compliance program and shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.
2. Appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities
The entity shall have a consistent process to vet the background of current and future employees in high level positions and those involved in the handling of financial and/or highly confidential information.
3. Ensure that compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board if the entity has a governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program.
The entity shall ensure that employees and the governing board (if applicable) are made aware of all internal ethics and compliance policies, procedures, and practices by requiring them to participate in periodic ethics and compliance training. A record of those participating in training shall be kept.
4. Ensure that compliance standards and procedures are effectively communicated to all of the entity's agents
The entity shall notify and require its partners doing business on its behalf to comply with the entity's internal ethics and compliance policies, procedures, and practices through written or verbal communication.
5. Ensure that reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance and providing and publicizing a system for the entity's employees and agents to report suspected non-compliance without fear of retaliation
The entity shall have in place a reporting system, which may include mechanisms for anonymity or confidentiality, that allows employees, the governing board and entity agents to report suspected incidents of non-compliances without fear of retaliation.

The entity shall have an established process for assessing compliance with its code of conduct as well as policies and procedures adopted to promote adherence with laws and regulations.
6. Ensure consistent enforcement of compliance standards and procedures is administered through

appropriate disciplinary mechanisms

The entity shall respond to incidents of non-compliance by following an established internal disciplinary process.

7. Ensure reasonable steps are being taken to respond appropriately to detected offenses and to prevent future similar offenses

The entity shall have established protocols and processes for monitoring and responding to risk that could potentially result in violations.

The entity shall act appropriately to prevent similar conduct by implementing a plan remedying past noncompliance, preventing future non-compliance and making modifications as necessary to the entity's policies to ensure effective compliance.

8. Have in place a written employee code of conduct that, at a minimum, addresses record retention, fraud, equal opportunity employment, sexual harassment, conflicts of interest, personal use of the entity's property, and gifts honoraria

The entity shall adopt a code of conduct that, at a minimum, addresses each element of this requirement.

CERTIFICATION

Our agency would like to be eligible to receive state or federal funds from or through the Texas Department of Transportation.

To comply with the requirements set forth in the Texas Administrative Code, the entity certifies that:

1. the entity has a written internal ethics and compliance program that provides compliance standards and procedures that are designed to detect and prevent violations of the law, and ethical standards;
2. the entity enforces employee compliance with its internal ethics and compliance program; and
3. the entity's internal ethics and compliance program specifically includes, at a minimum, the items contained in 43 Tex. Admin. Code §10.51.

Any other requirements by any state, federal, or local law, rule, regulation, ordinance or otherwise is not included in these requirements and it is the sole responsibility of the undersigned to comply with such laws. This is not intended to provide legal advice or representation to the undersigned.

The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program (43 Tex. Admin. Code §10.51(c)).

XAgency (Entity) agrees to comply with above requirements

AGENCY INFORMATION

Agency Contacts

- | | |
|--------------------------------------------------------------------------------------------------|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 7 |
| 3. Who is the person in charge of training at your department? | Lt. Gary Steadman |
| 4. Please provide their work email and telephone number. | steadmanG@garlandtx |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | barineaup@garlandtx. |

Service Data

- | | |
|--------------------------------------------------------------------------------|--------|
| 1. What is the size in square miles of your department's service area? | 57.1 |
| 2. What is the latest estimated population of your service area? | 250099 |
| 3. How many sworn officer positions is your agency authorized? | 357 |
| 4. How many of those positions are currently filled? | 322 |
| 5. How many total calls for service did your agency log in the past 12 months? | 149755 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 8950 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 14122 |

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No
2. Does your department have a traffic unit? Yes
3. Does your department have a DWI unit? Yes
4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No
5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No
6. Does your department have at least one data analyst? Yes
7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes
8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No
9. Are there any officially designated bicycle routes in your service area? Yes
10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

COUNTY SERVED

Select a County: Dallas County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 4
Congressional District 5
Congressional District 32

Texas Senate* Texas Senate District 2
Texas Senate District 16

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 102
Texas House of Representatives District 107
Texas House of Representatives District 112
Texas House of Representatives District 113
Texas House of Representatives District 114

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

X I agree to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the traffic laws are being enforced. These activities must occur prior to enforcement activities beginning.

July 15 ,
2025 -
July 17,
2025

Enforcement Period

Officers working Operation: Slowdown must conduct high-visibility overtime enforcement activities focused on reducing the number of Fatal (K) and Suspected Serious Injury (A) crashes involving contributing factors commonly associated with speed. Officers should conduct grant enforcement efforts by moving at or slightly below the speed limit with traffic. While officers working STEP enforcement should focus on violations that contribute to speed-related crashes, any probable cause may be used to initiate a vehicle stop within the established enforcement zones. Officers working STEP-OpSlow should remain mobile when possible and work steadily throughout the shift to document stopping an average of 2.5 vehicles in each STEP enforcement hour.

July 18,
2025 -
August
03, 2025

Post-Media Efforts After Enforcement period

Conduct local media events informing the public about the importance and effectiveness of maintaining a safe speed and relative distance to other vehicles when driving. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

August
04, 2025
- August
06, 2025

Reporting Period

Agencies will submit a performance report during this time period.

July 15,
2025 -
August
06, 2025

Comments:

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.

https://egrants.bts.txdot.gov/_Upload/1473466_346738-GarlandPD2026OpSlowCompMap.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes and Operation: Slowdown enforcement grants specifically focus on reducing Fatal (K) or Suspected-Serious-Injury (A) crashes involving contributing factors commonly associated with speed. The blanks on this page represent the baseline number of speed-involved KA crashes (Speed-KA), and the KA crash targets each agency hopes to achieve through enforcement efforts associated with this grant project. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of Speed-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The Target number of KA crashes should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Speed (Speed-KA) for subgrantee's jurisdiction	38
Target: Reduce the number of Speed-related KA crashes to	37

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, interviews, mobilization-appropriate social media posts)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 1
Zone Description	1300 -3400 W. Miller (north) 1900-3300 S. Jupiter (west) 11400-13700 I-635 (South) 2000-4800 Saturn Rd (east)
Zone Hours	24/7
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1473468_341678-GarlandPD2026OpSlowZone1.pdf
Additional Documentation	

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 2
Zone Description	100 Ave D to 2400 Forest Ln (south) 400 N. Shiloh to 1700 N. Shiloh(west) 2400 W. Buckingham to 1400 W. Buckingham (north-Northwest) 1900 N. Garland to 2900 N. Garland (northwest) 1300 Beltline to 2000 N. first (north) 100 E. Buckingham to 300 E. Buckingham (north-Northeast) 1900 Lavon to 100 Lavon (east) 100 S. First St to 400 S. First St (east)
Zone Hours	24/7
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1473469_341678-GarlandPD2026OpslowZone2.pdf
Additional Documentation	

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 52								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	52		\$95.000	\$4,940.00		\$4,940.00	%	\$956.88
Sergeants:			\$0				%	\$0
Lieutenants/Other:			\$0				%	\$0
Non Enforcement (PI&E Activities & Administrative Duties)								
Overtime Regular Time								
Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked								
Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
Captain/Lieutenants (grant management, completing RFRs, coordiante enforcement hours, building grant, verify DRs, shift supervision)	0	5	\$76.000		\$380.00	\$380.00	%	\$73.61
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,940.00	\$380.00	\$5,320.00		\$1,030.49
Category		TxDOT	%		Match		%	Total
Salaries:		\$4,940.00	92.86%		\$380.00		7.14%	\$5,320.00
Fringe Benefits:		\$457.00	44.35%		\$573.49		55.65%	\$1,030.49
Breakdown of Fringe Percentages:	Details of regular time, if included in any of the above hours :							

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,940.00	\$380.00	\$5,320.00
(200)	Fringe Benefits	\$457.00	\$573.49	\$1,030.49
	Category I Sub-Total	\$5,397.00	\$953.49	\$6,350.49
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$5,397.00	\$953.49	\$6,350.49
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$5,397.00	\$953.49	\$6,350.49
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$5,397.00	\$953.49	\$6,350.49
	Fund Sources (Percent Share)	84.99%	15.01%	



GARLAND

CITY COUNCIL STAFF REPORT

6

Meeting Date: April 21, 2026

Title: Interlocal Agreement for the Internet Crimes Against Children (ICAC) Grant

Submitted by: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue / Summary

A resolution is requested to allow the City Manager to execute an Interlocal Agreement between the City of Garland and the City of Dallas for the North Texas Internet Crimes Against Children (ICAC) Task Force and Grant Program. If approved, the City will be reimbursed up to \$14,000 for expenses related to ICAC operations. Council considered this item at the April 20, 2026 Work Session.

Background

The City of Garland Police Department has been a member of the North Texas Internet Crimes Against Children (ICAC) Task Force for over a decade. The Task Force is a multi-agency program that is dedicated to investigating, prosecuting and developing effective responses to internet crimes against children. The Garland Police Department has an ICAC Unit with two detectives who actively participate in the Task Force. Task Force member agencies are eligible to submit reimbursement to the City of Dallas Police Department for equipment necessary for operations to combat Internet-related crimes against children. Funding is available through a Department of Justice grant for which the City of Dallas Police Department has applied on behalf of the Task Force. The current performance period of the grant is October 1, 2025, through September 30, 2026, and the Garland Police Department has been awarded \$14,000. The contracted grant amount may increase if additional funds become available in the future.

Consideration / Recommendation

Council is requested to approve the FY 2026 Interlocal Agreement for the Internet Crimes Against Children (ICAC) Grant.

Attachments

A. Reso No. _____ ICAC Grant 2026

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DALLAS AND THE CITY OF GALRAND, ON BEHALF OF THE GARLAND POLICE DEPARTMENT, RELATED TO AN INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Council hereby authorizes the City Manager to enter into the attached interlocal agreement, incorporated into this resolution for reference, between the City of Dallas and the City of Garland, on behalf of the Garland Police Department, related to the ICAC grant. The agreement pertains to the Garland Police Department participation in the ICAC program and its receipt of a sum not to exceed fourteen thousand dollars (\$14,000.00) from the City of Dallas related to its participation in the program.

Section 2

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

PASSED AND APPROVED this the 21st day of April 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

7

Meeting Date: April 21, 2026
Title: Holford Aquatic Center Season Pass
Submitted by: Albert Montero, Recreation Services Director
Strategic Focus Area: Customer-Focused City Services

Issue / Summary

Approve an ordinance updating fees after public comments are heard. Council considered this item at the April 6, 2026 Work Session.

Background

On April 21, 2026, Council is requested to approve an update to the fee ordinance. Council requested staff to research a season pass for Holford Aquatic Center back in August 2025. Staff researched and benchmarked metroplex cities with similar amenities and has made the recommendation to add season passes.

Consideration / Recommendation

Approve the update to the fee ordinance. Council considered this item at the April 6, 2026 Work Session.

Attachments

- A. Holford Season Pass Proposal
- B. Season Pass Fees- 2026 Benchmark
- C. Holford Aquatics Center Fee Change Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER FEE AND RATE SCHEDULE OF CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Chapter 10, "Administration," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to amend the Master Fee and Rate Schedule of Section 10.85(c) to read as follows:

". . .

(4) Parks and Recreation

<i>Category</i>	<i>Fee</i>	<i>Reference (s)</i>
Holford Aquatic Center Season Pass (Residents)		
7 Day - Adult (13 +)	\$55	§ 25.06
7 Day - Youth (2-12)	\$50	
Weekday - Adult (13+)	\$40	
Weekday - Youth (2-12)	\$35	

. . .

Section 2

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

Section 3

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

Section 4

That this Ordinance shall be and become effective April 21, 2026, upon and after its passage and approval.

PASSED AND APPROVED this the 21st day of April, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND

CITY COUNCIL STAFF REPORT

8

Meeting Date: April 21, 2026

Title: Consider a Payment in Lieu of Taxes (PILOT) Agreement between the City of Garland and the Developer Group Financing the Reserve at Shiloh Multifamily Project

Submitted by: Matthew Watson, Assistant City Manager

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Approve a resolution authorizing the City Manager to execute a Payment in Lieu of Taxes (PILOT) Agreement with the Developer of the Reserve at Shiloh in partnership with the Garland Housing Finance Corporation (GHFC), to support the development of a workforce housing project located at 1102 North Shiloh in Garland Texas. Council considered this item at the April 20, 2026 Work Session.

Background

The Garland Housing Finance Corporation (GHFC), a public, nonprofit housing finance corporation, is sponsoring the development of a residential project utilizing the Low-Income Housing Tax Credit (LIHTC) program. Under this structure, the property will be owned by or affiliated with GHFC and may qualify for ad valorem tax exemption under state law.

To offset the impact of tax exemption and ensure the City is compensated for municipal services, the developer has agreed to enter into a PILOT Agreement with the City. Under the agreement, the project will remit annual payments equivalent to \$120,000 per year with an annual escalation of 3.5% per year.

Consideration / Recommendation

Staff recommends approval of the resolution authorizing execution of the PILOT Agreement as presented.

Attachments

- A. Draft PILOT Resolution (002)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PAYMENT IN LIEU OF AD VALOREM TAXES WITH RESERVE AT SHILOH LLC FOR THE MULTIFAMILY RESIDENTIAL PROJECT KNOWN AS RESERVE AT SHILOH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Garland Housing Finance Corporation, a public, nonprofit housing finance corporation duly and validly organized under the laws of the State of Texas and operating pursuant to Chapter 394 of the Texas Local Government Code (together with any affiliates thereof, the “HFC”) has proposed a project in partnership with the Reserve at Shiloh, LLC, a Texas Limited Liability Company (the “Reserve”); and

WHEREAS, the proposed project is an affordable housing, multifamily residential project known as Reserve at Shiloh (the “Project”); and

WHEREAS, the HFC, following approval from the Texas Department of Housing and Community Affairs (“TDHCA”), intends to (i) own a membership interest in Reserve, as the managing member of Reserve, (ii) accept a deed transferring the land upon which the Project is built (the “Land”), and (iii) ground lease the Land to the Reserve such that Reserve will own the improvements on the Land while the HFC owns the Land (collectively, the “Transfers”); and

WHEREAS, because the HFC is a political subdivision of the State of Texas, the property owned by the HFC may be exempt from taxation if the property is used for public purposes as provided in Section 11.11 of the Texas Tax Code and the Land and Project may qualify for tax exempt status under Section 11.11(a) of the Tax Code (the “Exemption”); and

WHEREAS, the City of Garland (the “City”) furnishes, will furnish and previously has furnished improvements, services, and facilities to the Project, and the Reserve and HFC, in lieu of paying taxes or special assessments for those improvements, services and facilities, seek to enter into an Agreement for Payment in Lieu of Ad Valorem Taxes (the “Agreement”) with the City whereby Reserve would reimburse in guaranteed payments to the City an amount equal to the estimated cost to the City for the improvements, services, or facilities, but in no event less than one hundred and twenty thousand dollars (\$120,000) per annum, increasing by three and one half percent (3½ %) annually; and

WHEREAS, the Reserve and the HFC have requested that, subject to and conditioned upon the final negotiation of terms suitable to the City and the Reserve, to be set forth in the Agreement, the City approves and supports the Transfers, the Project, and the Exemption; and

WHEREAS, the City, subject to the ability of the Parties to negotiate mutually agreeable terms and conditions, is willing to approve and support the Project, the Transfers, and the Exemption, and provide full municipal services to the Project; and

WHEREAS, the City Council finds that the Agreement, subject to final negotiation between the Parties, will require the Project to remit guaranteed payments to the City in amount equivalent to the ad valorem taxes that would otherwise be due, but no less than the guaranteed minimums set forth below, and such arrangement is in the best interest of the citizens of the City and the public health, safety, and general welfare and will provide affordable housing to its citizens;

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

Section 1

That the City Manager is hereby authorized to negotiate, finalize and enter into an agreement with the Reserve which: (1) requires that the Reserve will pay to the City guaranteed annual payment in lieu of ad valorem taxes in the initial amount of One Hundred and Twenty Thousand Dollars (\$120,000.00) to be increased three and one half percent (3½ %) annually, for so long as the Exemption exists (the “Payment”); (2) contains a provision that, should the Reserve fail to make this guaranteed payment in lieu of ad valorem taxes the Reserve and the Project shall no longer be entitled to the Exemption; (3) is contingent upon provisions contained within the agreements between the Reserve and the HFC which expressly designate the City as a third-party beneficiary and provide that the Reserve’s failure to make the payments to the City as set forth herein shall be considered a material breach of such agreements; (4) is contingent upon Owner and HFC completing the Transfers; and (5) the agreement shall be recorded in the Dallas County Real Property Records and run with the land, binding all successors in interest.

Section 2

That such agreement shall be approved as to form by the City Attorney.

Section 3

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

PASSED AND APPROVED this ___ day of April, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

CITY COUNCIL STAFF REPORT

9.a

Meeting Date: April 21, 2026
Title: Youth Programs Standards of Care
Submitted by: Albert Montero, Recreation Services Director
Strategic Focus Area: Customer-Focused City Services

Issue / Summary

Council is requested to hold a public hearing and consider an ordinance for the Youth Programs Standards of Care to meet the requirements of Texas Human Resources Code 42.041. Council considered this item at the April 6, 2026 Work Session.

Background

Approve an ordinance after public comments for the Youth Programs Standards of Care. 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 to 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 changes were made to this year's Youth Programs Standards of Care. Council considered this item at the April 6, 2026 Work Session.

Consideration / Recommendation

Staff recommends that Council approve an ordinance after the public hearing for the Youth Programs Standards of Care.

Attachments

- A. Standards of Care 2026
- B. Ord - Youth Program Standards of Care 2026 (2)



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

10

Meeting Date: April 21, 2026
Title: Code Compliance Civil Citation Program
Submitted by: Brian Morris, Director of Code Compliance
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 approval to amend the ordinance to include the ability for Code Compliance to issue Civil Citations.

Attachments

A. Ord No ____ Civil Enforcement Code Violations bce FINAL

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, by addition, 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 in the sections listed below 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 Property Maintenance Code as adopted and amended within Chapter 30 of the Garland Code of Ordinances].
- f) Section 32.03, Substandard premises.
- g) Section 32.207, Maintenance.
- h) Section 32.52, Weeds.
- i) Section 32.53, Nuisance.
- j) Section 32.54, Encroachments.
- k) Section 32.65, Litter; throwing prohibited.
- l) Section 32.82, Offenses [Junked Vehicles, Junked Boats, and Other Junked or Inoperable Equipment].
- m) Section 52.13, Placement of residential solid waste for collection.

(5) Described in the sections listed below 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.

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.

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) 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 served by hanging the notice on the front door, or in a prominent place on the front porch of the premises on which the violation occurred; personally on 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. To be eligible for appointment as a hearing officer, a person may not have served, at any time during the preceding ten (10) years, as an employee, officer, appointee, or elected official of the city. 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;
- (7) To dismiss a notice of violation and waive any civil penalty upon a finding that the person charged has demonstrated compliance with the ordinance provision at issue, consistent with Section 24.71(H) of this article; and
- (8) 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.

~~(9)~~

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)~~

~~(H)~~ (H) Dismissal upon demonstration of compliance.

- (1) Applicability. This subsection (H) applies to a notice of violation issued under this article when the notice of violation is the first notice issued to the person charged for a violation of the same ordinance provision within the twelve (12) calendar months immediately preceding the date of the notice of violation. For purposes of this subsection (H), each distinct ordinance provision shall be tracked separately, and a prior notice of violation for one ordinance provision shall not be counted as a prior offense for a different ordinance provision.
- (2) Demonstration of compliance. A person who receives a notice of violation that qualifies under subsection (1) may demonstrate compliance with the ordinance provision at issue by:
- (a) Submitting to the Code Compliance Division photographic or other documentary evidence, in a form and manner prescribed by the Director of Code Compliance or designee, that the violation has been corrected; or

~~(J)~~ (b) Requesting and passing a re-inspection of the property by a Code Compliance officer confirming that the violation has been corrected.

- (3) Administrative dismissal. If, before the hearing date scheduled under Section 24.69, the Code Compliance Division confirms that the person charged has demonstrated compliance under subsection (2), the Director of Code Compliance or designee may recommend dismissal of the notice of violation. Upon such recommendation, the notice of violation shall be dismissed and no civil penalty, fee, or cost shall be assessed against the person charged.
- (4) Dismissal by hearing officer. If a person charged with a violation that qualifies under subsection (1) appears before the hearing officer and demonstrates compliance under subsection (2), the hearing officer may dismiss the notice of violation. Upon dismissal under this subsection, no civil penalty, fee, or cost shall be assessed against the person charged.
- (5) No fee for dismissal. No administrative fee, processing fee, or other charge shall be imposed as a condition of or in connection with a dismissal under this section.
- (6) Effect of dismissal. A notice of violation dismissed under this section shall not be counted as a prior offense for purposes of determining the applicable civil penalty for any subsequent notice of violation issued under this article.
- (7) Limitation. This section does not apply to a notice of violation if the person charged has received a prior notice of violation for the same ordinance provision within the twelve (12) calendar months immediately preceding the date of the current notice of violation, regardless of whether the prior notice was dismissed under this section or otherwise resolved.

~~(K)~~ (I) 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.

~~(L)~~(J) 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 is not 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 maintained by the hearing officer or filed with the City Secretary's Office. 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 24.71 and with all the authorities given the hearing officer under Section 24.70, 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 an administratively reasonable time from 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 or at a time or manner set by the Municipal Court Judge in the Municipal Court Judge's reasonable discretion.

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.

<u>Category</u>	<u>Fee</u>	<u>Reference(s)</u>
<u>Local youth diversion administrative fee</u>	<u>\$50.00</u>	<u>\$ 24.04</u>
<u>Civil penalties (Parking, Art. III, Ch. 24)</u>		
<u>First offense</u>	<u>\$25.00</u>	<u>§§ 24.22; 24.26(I)</u>
<u>Second offense</u>	<u>\$50.00</u>	
<u>Third or subsequent offense</u>	<u>\$75.00</u>	<u>(Subsequent offenses</u>

<u>First offense (oversized vehicles, § 32.57)</u>	<u>\$75.00</u>	<u>counted if occurring within a 12-calendar month period)</u>
<u>Second offense (Oversized vehicles, § 32.57)</u>	<u>\$100.00</u>	
<u>Third or subsequent offense (oversized vehicles, § 32.57)</u>	<u>\$150.00</u>	
<u>Late fee</u>	<u>\$25.00</u>	<u>Late fee applied on the 65th day after the issue date, if still unpaid.</u>
<u>Immobilization device removal fee</u>	<u>\$100.00</u>	
<u>Collection fee</u>	<u>Up to 30% of any unpaid fees</u>	<u>Collection fee applied on day 105, if still unpaid.</u>

<u>Civil penalties (Code Enforcement, Art. IV, Ch. 24)</u>		<u>§§ 24.65-.76</u>
<u>Residential first offense</u>	<u>\$25.00</u>	<u>(Subsequent offenses counted if occurring within a 12-calendar month period)</u>
<u>Residential second offense</u>	<u>\$75.00</u>	
<u>Residential third or subsequent offense</u>	<u>\$150.00</u>	
<u>Commercial first offense</u>	<u>\$100.00</u>	<u>Late fee applied on the 65th day after the issue date, if still unpaid.</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>	<u>\$25.00</u>	<u>Collection fee applied on day 105, if still unpaid.</u>
<u>Collection fee</u>	<u>Up to 30% of any unpaid fees</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 COUNCIL STAFF REPORT

11

Meeting Date: April 21, 2026

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

Submitted by: Jennifer Stubbs, City Secretary

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

Issue / Summary

Consider and take appropriate action authorizing the City Manager to execute an amendment to the Economic Development Incentive Agreement Between the City of Garland and Trilogy - BRD Acquisitions, LLC, (Mission Hills). Council considered this item at the April 6, 2026 Work Session.

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

- A. Amended 380 Incentive Agreement - Trilogy BRD Mission Hills
- B. 2026.04.07 Mission Hills - Lot Relocation Exhibit

AMENDED AND RESTATED
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN THE CITY OF GARLAND AND
TRILOGY - BRD ACQUISITIONS, LLC

This **AMENDED AND RESTATED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (“Agreement”) is made by and between the **City of Garland**, a Texas home-rule municipality (“City”), and **Trilogy - BRD Acquisitions, LLC**, a Delaware limited liability company (“Developer”), acting by and through their respective authorized officers.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same is a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located within the City that will increase tax revenue and promote or develop new business enterprises through Economic Development Agreements as authorized by Chapter 380 of the Texas Local Government Code;

WHEREAS, the Developer and City agree that the Developer shall acquire title to and develop approximately 178.1836 acres at 3000 S. Country Club Road into a single family housing community (the “Development”), which will include approximately 300 homes and amenities identified in the PD (as hereinafter defined) in substantially the layout as shown on “**Exhibit C**” attached hereto, as either may be amended;

WHEREAS, the Developer agrees to make an initial capital investment of approximately one hundred fifty million (\$150,000,000.00) into the Development, including costs for development and construction;

WHEREAS, the Development will have a direct and positive economic benefit to the City;

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further improve the land is an agreement by the City to provide an Economic Development grant to the Developer as set forth herein;

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity within the City;

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code and qualifies for an Economic Development Program, and further, is in the best interests of the City;

WHEREAS, the City wishes to provide an Economic Development grant to the Developer to assist in the economic development of the City by reimbursing the Developer up to one hundred percent (100%) of Development Fees (as hereinafter defined) and potential additional incentive (as hereinafter defined) paid by the Developer during and for the construction of Development up to a maximum reimbursement of Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00); and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an Economic Development grant to the Developer as set forth in this Agreement is matching the City's Economic Development goals and will: (i) help accomplish the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Definitions:

“Amenity Centers” means the two (2) separate buildings and related features identified and described as “Amenity Center #1” and “Amenity Center #2” in the PD.

“Building Final” means the permit issued by the City's Building Inspection Department indicating construction has been completed and approved by the City and the building is ready for occupancy.

“DCAD” means the Dallas Central Appraisal District or its successor.

“Development” has meaning described within the Recitals of this Agreement.

“Development Fees” means the fees paid by Developer pursuant to the Garland Development Code during the term of this Agreement, which fees include, but are not limited to, inspection fees, application fees, tree mitigation fees, water impact fees, building permit fees, and Roadway Impact Fees. “Development Fees” do not include the dedication of property, rights-of-way, easements, or other interests in property for public facilities, the value of such dedications, the construction of, contribution toward, or payment of money for public or private improvements, or other fees of any kind other than those identified in the first sentence of this definition. The exact Development Fees for this Development will be calculated by the City during the zoning and permitting stages of the Development. The Developer shall pay the Development Fees to the City during the appropriate stage of the Development.

“Incentive” means the City's reimbursement, upon certain conditions, up to one hundred percent (100%) of Development Fees paid by the Developer for the Development and, should the reimbursable Development Fees total less than Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00), following said reimbursement of Development Fees, the costs paid by

Developer for the construction of public water and wastewater improvements up to a total of Six Hundred Eighty-Six Thousand One Hundred Eighty Dollars (\$686,180.00) in water and wastewater improvement costs, such that the total maximum incentive shall be up to and not exceed Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00) across all types of incentive payments.

“Party” means either the City or the Developer, and “Parties” means, collectively, the City and the Developer.

“PD” means the existing Planned Development (PD 18-37) approved by Ordinance No. 7020 in 2018 under the Garland Development Code

“Program” means the Economic Development Program for this Development as established by the City according to Texas Local Government Code Chapter 380 and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

“Property” means the approximately 178.1836 acres at 3000 S. Country Club Road, City of Garland, Dallas County, Texas, and more particularly described and referenced in this Agreement as “**Exhibit A**,” and attached to this Agreement.

“Roadway Impact Fees” means the fees related to fund or recoup all or part of the costs of capital improvements or facility expansion necessitated by and attributable to new development according to Chapter 1, Article 3 of the Garland Development Code.

“Settlement Statement” means a document containing the gross sale price for the single family home and summarizing all costs owed by or credits due to the homebuyer and seller at the closing of a contemplated real estate transaction, also referred to as a closing statement.

“Target Assessed Value” is the minimum tax valuation, as established by the Dallas Central Appraisal District, to receive full Incentives under this Agreement as follows:

- Target Assessed Value for each single-family home construction on the Development: Four Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00)

“Target Sale Value” is the minimum purchase price, as established by the Settlement Statement, to receive an initial partial Incentive payment under this Agreement as follows:

- Target Sale Value for each single-family home constructed and sold on the Development: Five Hundred Thousand Dollars and No Cents (\$500,000.00)

“Term” has the meaning given such term in Section 2 of this Agreement.

“Tree Mitigation Fees” means the fees related to the removal of trees from the property to be developed according to Chapter 4, Article 4 of the Garland Development Code.

Section 2. Term. This Agreement shall, unless extended or terminated in writing by a mutual agreement executed by both Parties, or as otherwise provided in this Agreement of the Parties,

terminate either upon the complete performance by the Parties of all obligations and conditions within this Agreement or on December 31, 2036, whichever is first. This Agreement shall be effective (“Effective Date”) as of the date of the last Party to execute this Agreement. The “Term” of this Agreement shall mean the period from the Effective Date to the date this Agreement is terminated as provided above.

Section 3. Developer’s Obligations.

(A) Developer shall construct, complete, and sell to third party homebuyers homes within the Development on the Property. Developer must achieve the Target Sale Value and/or the Target Assessed Value in any calendar year during the Term of this Agreement for a home to qualify for any Incentive hereunder with respect to such home.

(B) To qualify for the Incentive described herein, Developer shall obtain all necessary permits throughout construction in accordance with the existing PD and the Development must comply with the following:

- a. The Development shall contain approximately 300 single-family homes:
 - i. At least thirty-five percent (35%) of the total homes ultimately constructed must contain at least one thousand seven hundred square feet (1,700sf) of living space.
 - ii. At least twenty-five percent (25%), over and above the 35% of homes referenced in Section 3(B)(a)(i) above, of the total homes ultimately constructed must contain at least two thousand square feet (2,000sf) of living space,
 - iii. Each home must include at least two (2) parking spaces.
- b. The layout of the homes within the Development shall be substantially similar to the layout as shown on “**Exhibit C.**”
- c. The landscape buffer between the Development, or any lot of the Development, and any existing adjacent residential lot shall be at least seventy-five feet (75’).
- d. At least thirty-five percent (35%) of the Property shall be developed as open space, which may include uses of landscape buffers, lawns, lakes, and trails. Such designated open spaces must be maintained by a Home Owners Association. The City shall have no obligation to maintain the open space.
- e. Developer shall dedicate an easement to the City in a location and in a form reasonably agreeable to the City, which will allow for the City to construct and maintain a trail connection between future trails of the City on adjacent property to the trail amenity of the Development, in generally the location as shown on “**Exhibit B**”.
- f. Developer shall commence and complete construction of the Amenity Centers in accordance with the terms of this Agreement. In this regard, the Developer shall prepare and submit to the City for review and approval plans and specifications for the Amenity Centers within one hundred eighty (180) days after the Developer has received the City’s approval of the Developer’s civil engineering plans for the first phase of lots to be developed by the Developer on the Property. The City agrees that it shall not unreasonably withhold or delay its approval of the Amenity Plans

provided such plans comply in all material respects with the requirements pertaining to the Amenity Centers set forth in the PD. The Developer will (i) commence construction of the Amenity Centers within one hundred eighty (180) days after the City has approved such plans and a Final Plat has been filed of record with Dallas County, and (ii) complete construction of the Amenity Centers by the earlier of (a) within five hundred forty (540) days after it has commenced construction, or (b) December 30, 2029. For purposes hereof, the Amenity Centers shall be deemed complete when the Developer has received a Building Final from the City for the Amenity Centers. Should the Amenity Centers not be constructed and completed within the deadlines required by this section, no further building permits for any building or structure on the Property shall be issued by the City until such Amenity Center construction is complete.

(C) Developer must have at least one Building Final issued for a single-family home for the Development by December 31, 2030, **or this Agreement shall automatically terminate with no Incentive being owed to Developer by City.**

(D) Developer shall use commercially reasonable efforts in its communications, branding, marketing, and promotions to recognize that the Development and associated business operations are in the City of Garland, Texas.

(E) The Development shall be and remain a customer of the City for all solid waste, water, and wastewater services.

(F) Beginning in 2027 for tax year 2026 (and continuing each calendar year thereafter), Developer may apply annually for a reimbursement portion of the Incentive based on single family homes for which a Building Final has been issued being sold and conveyed during the previous tax year. The portion of reimbursement to be paid to Developer shall depend on the number of single-family homes to have both received a Building Final within that previous tax year and met the Target Sale Value and/or Target Assessed Value.

(G) Developer shall submit to the Economic Development Director of the City the following documentation no less frequently than annually, as a condition precedent to qualify for the reimbursement Incentive:

(1) For each home/building, a copy of Building Final issued by the City having a date issued on or prior to December 31, 2035, which is the date the Developer is required to obtain the Building Final, together with a copy of the executed Settlement Statement reflecting the gross sales price for each home sold and for which Developer requests a reimbursement Incentive;

(2) For each Amenity Center building, a copy of the Building Final issued by the City having a date issued on or prior to the date the Developer is required to complete the Amenity Centers, together with paid invoices evidencing the amounts paid by the Developer in connection with the Amenity Centers;

(3) A copy of the receipt for payment or other evidence suitable to the City establishing the amount the Developer Fees paid by Developer during the prior calendar year; and

(4) As a condition to Developer receiving 100% of the eligible Incentive as provided herein, a certified valuation from DCAD establishing that the taxable non-exempt assessed value for the Real Estate meets or exceeds the Target Assessed Value.

(H) If Developer meets or exceeds the Target Sale Value for a single family home on the Development, it shall be entitled to an initial partial rebate of ninety percent (90%) of the Development Fees paid for that specific single family home on the Development (together with a pro-rata portion of any Development Fees that are not specifically related to a specific home, specifically excluding any Development Fees paid by Developer to design and construct the Amenity Centers), up to a maximum reimbursement of Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00) for the Development as a whole.

(I) If the Developer at any time during the Term of this Agreement has completed both Amenity Centers and has previously met or exceeded or meets or exceeds the Target Assessed Value for a single family home on the Development based upon a DCAD valuation, it shall be entitled to a rebate of the remaining ten percent (10%) of the Development Fees for those specific single family homes on the Development for which the Developer has previously received the initial partial rebate, and one hundred percent (100%) of the Development Fees paid for any specific single family home on the Development for which Developer has not previously received any partial rebate (together with a pro-rata portion of any Development Fees that are not specifically related to a specific home and those related to the construction and completion of the Amenity Centers), up to a maximum reimbursement of Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00) for the Development as a whole, inclusive of both the initial partial rebates contemplated by subsection (H) above and the final incentive rebate contemplated by this section (J).

(J) The following table is provided to illustrate the percentage of rebate to which the Developer may be entitled under sections (I) and (J) above based on whether a specific single-family home constructed on the Development meets or exceeds the contemplated Target Sale Value and/or Target Assessed Value, up to an all-inclusive total maximum rebate of Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00):

Settlement Statement & Building Final			Certified Valuation of DCAD		
Target Price	Sales	Partial Payment	Target DCAD Value	Remainder Payment	Full Payment
Greater than or equal to \$500,000		90%	Greater than \$450,000	10%	100%
Less than \$500,000		0	Less than \$450,000	0	0

Less than \$500,000	0	Greater than \$450,000	0	100%
------------------------	---	---------------------------	---	------

Section 4. City’s Obligations. Contingent upon the completion of the Developer’s obligations set forth in Section 3 of this Agreement, by the deadlines listed for therein, the City shall pay as a rebate to Developer annually beginning in 2027 for tax year 2026 (and continuing each calendar year thereafter) the amount of up to one hundred percent (100%) of the actual amount of Development Fees incurred and paid by the Developer for single family homes which received a Building Final during the previous tax year and which met the Target Assessed Value, to a maximum of Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00) for the entire Development during the Term of this Agreement, subject to the provision of Section 3(H) and 3(I), above. Should Developer not at any time during the Term of this Agreement meet the Target Assessed Value for any specific single-family home, it shall not qualify for reimbursement of fees hereunder. However, should Developer otherwise comply with the conditions of Section 3 and meet the Target Sale Value for any respective single-family home, then the City shall pay a percentage of the Development Fees incurred and paid by the Developer for the Development in accordance Section 3(H). Should Developer not complete the Amenity Centers as contemplated by Section 3(B)e, the City will withhold all further building permits sought by the Developer related to the Property until such Amenity Centers are complete. All reimbursement Incentive payments to be made by the City to Developer hereunder shall be made within ninety (90) days after Developer has delivered to the City the information required under Section 3(I) hereof.

Section 5. Source of Funds. The monetary portion of the Incentive shall be paid only from the Development Fees actually received in hand by the City from the Developer and resources from the City’s water fund for related public water and wastewater infrastructure costs not to exceed Six Hundred Eighty-Six Thousand One Hundred Eighty Dollars (\$686,180.00). Notwithstanding any other provision contained herein to the contrary, the City shall not owe Developer any amount or other thing of value in excess of up to one hundred percent (100%) of the Development Fees received in hand by the City and paid by the Developer for this Development, up to a maximum reimbursement of Three Million Four Hundred Thousand Dollars and No Cents (\$3,400,000.00). No other source of funds shall be provided for the payment of the Incentive.

Section 6. Valuation Assessment. Developer agrees that by submitting to the City a request for the payment of any of the Incentive under this Agreement, the Developer has (i) fully and finally agreed to the DCAD assessed tax values and the City’s tax rate and procedures on which the assessed value of the Development is or will be based without protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes from any source, including the City; and (iii) will not claim or accept any exemption from ad valorem taxes, prior to the date of termination of this Agreement.

Section 7. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings

as commonly used in the English language. Words not otherwise defined herein that have well-known and generally accepted technical or trade meanings are used herein per such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.

(B) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

(C) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(D) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify, or take similar action concerning a matter, such determination, requirement, specification, or similar action shall be reasonable.

(F) Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”

(G) The recitals to this Agreement are incorporated herein.

Section 8. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Representatives of each of the Parties shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such representatives, or if no meeting of such representatives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days’ notice of such intention and may also be accompanied by an attorney. All negotiations according to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) If any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved by the procedures set forth in Section 8 (A), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such a longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely to secure a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm.

Section 9. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas, and any appellate court thereof; (ii) waive any objection which either may have to the laying of the venue of any proceeding brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 10. Accommodation of Financing Parties. To facilitate the Developer's obtaining of financing to construct and operate the Development, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information, estoppels, or other documents as may be reasonably requested by the Developer or the Developer's financing parties in connection with the financing of the Development; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information, estoppel, or other documents, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks, or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented out-of-pocket third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution, or delivery of any documents requested by Developer or the financing parties.

Section 11. Entire Agreement. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

Section 12. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. Developer may assign its rights and obligations hereunder to any party who acquires title to all or substantially all

of the Property from Developer. This Agreement, or the right to receive payments, pursuant to this Agreement, may not otherwise be assigned by Developer, in whole or in part, without the express written consent of the City.

Section 13. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory of each Party.

Section 14. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 15. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either Party or its counsel in person, via express mail service, courier, or receipted facsimile transmission (but only if duplicate notice is also given via express mail service, courier or certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given according to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person or next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, when deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

If to Developer:

Trilogy - BRD Acquisitions, LLC
6260 Avalon Blvd
Alpharetta, GA 30009
Attn: John Boniface
Phone: (678) 802-4919
Phone: (352) 425-3356

With a required copies to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Trilogy Investment Company, LLC
6260 Avalon Blvd
Alpharetta, GA 30009
Phone: (678) 802-4919
Attn: legal@trilogyc.com

Economic Development Director
P.O. Box 469002

Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 16. Employment of Undocumented Workers. During the Term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Incentive paid to and received by Developer from and by the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section concerning any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 17. Non-Collusion. Developer represents and warrants that neither Developer nor any representative of Developer has given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any employee, agent, representative, or official of the City as an inducement to or to obtain the benefits to be provided by the City under this Agreement.

Section 18. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday, or a legal holiday generally recognized by banks in the State of Texas, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday, or legal holiday.

Section 19. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 20. No Recording. The Parties agree that neither this Agreement nor any memorandum of this Agreement will be recorded in the real property records of Dallas County, Texas.

[Signatures on following page]

[Signature page to Economic Development Incentive Agreement]

EXECUTED and EFFECTIVE as of the ____ day of _____, 2026.

DEVELOPER

**Trilogy - BRD Acquisitions, LLC
a Delaware limited liability company**

By: _____
John Boniface, Authorized Signatory
Chief Development Officer & Partner
Date Executed: _____

CITY

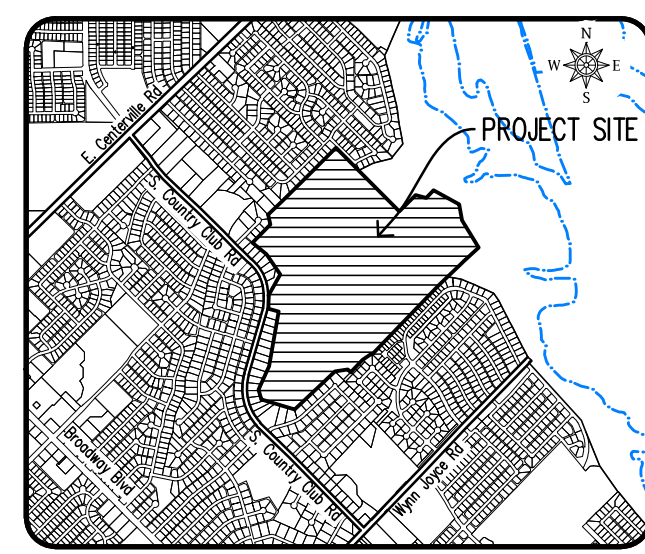
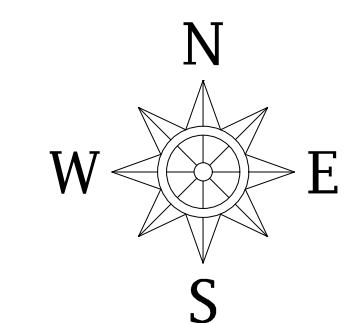
City of Garland, a Texas home-rule municipality

By: _____
Michael J. Betz
City Manager
Date Executed: _____

EXHIBIT "A"
Property Legal Descriptions

3000 S. Country Club Road
[Insert Property Description]

EXHIBIT "B"
General Location of Easement to be Provided by Developer to City



LOCATION MAP
1" = 3000'

Drawing: C:\2024\095124-298 Mission Hills Ph. 1\CD\Exhibits\2026.04.07 Lot Relocation Exhibit.dwg, Saved By: Kshara, Save Time: 4/7/2026 11:27:49 AM
Plotted by: Kshara, Plot Date: 4/7/2026 11:39 AM

