



GARLAND

Mission

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

CITY OF GARLAND REGULAR MEETING OF THE CITY COUNCIL

Vision

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

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 National Safe Boating Week
- Proclamation Recognizing Asian American Pacific Islander's Heritage
- Proclamation Recognizing the 35th Anniversary of Eritrean Independence

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 May 5, 2026 Regular Meeting**

2. **Approve the following bids:**

- a. **Purchase of One Dumpster Roll-Off Truck for Sanitation** **Bid No. REQ00002106**

Chastang Ford **\$259,900.00**

This request is for the purchase of one replacement Autocar Dumpster Roll-Off Truck for Sanitation which will service commercial customer accounts.

- b. **Purchase of Two Automated Side-Loader and One Rear-Loader Bodies for Sanitation** **Bid No. REQ00002122**

Reliance Truck and Equipment **\$544,906.00**

This request is for the purchase of two 22-yard replacement automated side-loader waste collection container bodies and one new 29-yard rear-loader waste collection container body for installation on truck chassis. The purchase of these units is essential to support residential customers' waste collection services.

- c. **Purchase of Four Semi Tractor Trucks for Sanitation and Transfer Station** **Bid No. REQ00002109**

Premier Truck Group of North Texas **\$540,988.00**

This request is for the purchase of one replacement Western Star semi-tractor truck, two replacement Freightliner semi-tractor trucks and one new Freightliner semi-tractor truck. The purchase of these units is essential to support the City's waste and brush collection service.

- d. **Purchase of Three Roto-Pack Side-Loader Bodies for Sanitation** **Bid No. REQ00002117**

Texas Pack and Load **\$658,177.00**

This request is for the purchase of two 25-yard replacement side-loader waste collection container bodies and one new 25-yard side-loader waste collection container body for installation on truck chassis. The purchase of these units is essential to support residential customers' waste collection services.

- e. **Purchase of Six Chassis for Side- and Rear-Loader Bodies for Sanitation** **Bid No. REQ00002115**

Bond Equipment Company **\$1,445,990.00**

This request is for the purchase of one new side-loader chassis, one new rear-loader chassis, and four replacement side-loader chassis to have side- and rear-loader waste collection

bodies installed. The purchase of these units is essential to support residential customers' waste collection services.

- f. **GP&L Square Top Switch Station Metering Units** **Bid No. REQ00001884**

Texas Electric Cooperatives, Inc. **\$410,001.00**

This request is for the purchase of combination metering units for use in the GP&L Square Top Switch Station.

- g. **Purchase of Restroom Building/Pavilion for Lou Huff Park** **Bid No. REQ00002043**

Romtec, Inc. **\$546,580.26**

This request is for the purchase of a restroom building/pavilion as part of the park improvements at Lou Huff Park, located at 605 East Avenue B.

- h. **Jack Coleman Tennis Center LED Relight Retrofit** **Bid No. REQ00002081**

MUSCO Lighting **\$322,589.00**

This request is for the purchase and installation of LED lights for the Jack Coleman Tennis Center.

- i. **Construction Award for the 2025 Alley & Wastewater Improvements (Group 2)** **Bid No. REQ00001678**

Garret Shields Infrastructure **\$2,728,623.00**

This request is to award a construction contract for the construction of the 2025 Alley & Wastewater paving and wastewater improvement Group 2 Project.

- j. **Purchase of Prefabricated Restroom Building for Wynn Joyce Park** **Bid No. REQ00002042**

Public Restroom Company **\$283,093.00**

This request is for the purchase of a prefabricated restroom building as part of the park improvements at Wynn Joyce Park, located at 2222 Oates Road.

- k. **Change Order No. 4 to Holford Road Segment A Construction Project** **Bid No. 0798-23**

DDM Construction Corporation **\$134,223.00**

This request is to approve Change Order No. 4 for the Holford Road Segment A Construction Project replacing portions of existing mulch beds in the medians with grass sod and proper irrigation.

I. GP&L Wylie to Mallard Transmission Line Steel Structures Change Order

Bid No. 0497-25

KBS Electric Distributors, Inc.

\$58,270.16

This request is for change order No. 1 to PO 37845 issued for the purchase of steel structures for the construction of the GP&L Wylie to Mallard transmission line.

- 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 26-03 Paras Khara (District 7)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) a Specific Use Provision (SUP) for a Car Wash, Automated/Rollover use on property zoned Community Retail (CR) District and 2) a concept plan for a Car Wash, Automated/Rollover use, on a 1.07-acre tract of land located at 3401 West Buckingham 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 26-07 Srinivas Chaluvadi (District 7)

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) an amendment to Planned Development District 15-43 (PD 15-43) to modify parking standards and adopt the current off- street parking requirements of the Garland Development Code on a 2.05 acre tract of land addressed as 6313 North President 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. Parking Restrictions on Marquis Road and Wood Drive

Approve an ordinance for parking restrictions along Marquis Road and Wood Drive. Council considered this item at the May 4, 2026 Work Session.

5. Parking Restrictions on Sixth Street Alley and Visitor Parking for Ron Jones Municipal Building

Approve an ordinance for parking restrictions on Sixth Street Alley and Visitor Parking for Ron Jones Municipal Building. Council considered this item at the May 4, 2026 Work Session.

6. ChildCareGroup Lease Agreement Extension

Approve a multi-year lease agreement negotiated with ChildCareGroup for the City-owned property located at 625 E. Avenue B for an additional three (3) year term. Council considered this item at the May 18, 2026 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

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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.

7. Hold a public hearing on the following Case:

- a. **Consider a request by Jose Murga, requesting approval of 1) a Specific Use Provision (SUP) for a Restaurant, Drive-Through use on property zoned Community Retail (CR) District and 2) a concept plan for a Restaurant, Drive-Through use. The site is located at 480 West Interstate Highway 30 in District 3.**

Consider and take appropriate action on the application of Jose Murga, requesting approval of 1) a Specific Use Provision (SUP) for a Restaurant, Drive-Through use on property zoned Community Retail (CR) District and 2) a concept plan for a Restaurant, Drive-Through use. The site is located at 480 West Interstate Highway 30. (District 3) (File Z 26-10)

Presenter: Nabila Nur, Planning & Development Director

8. Proposed Development Agreement with H-E-B, L.P.

Council is requested to consider a development agreement between H-E-B L.P. and the City of Garland. This agreement involves two parcels of approximately 20.8 acres at the corner of Crist and President George Bush Turnpike. Council considered this item at the March 2, 2026 Work Session.

Presenter: Ayako Schuster, Economic Development Director

9. Proposed Development Agreement for Joe V's Smart Shop by H-E-B, L.P.

Council is requested to consider a development agreement between H-E-B L.P. and the City of Garland. This agreement involves three parcels for approximately 12.8 acres at the corner of W. Centerville Road and Broadmoor Drive. Council considered this item at the March 2, 2026 Work Session.

Presenter: Ayako Schuster, Economic Development Director

10. Brand Road (S.H. 190 to Muirfield) Project - Eminent Domain Authorization

Council is requested to consider and take appropriate action regarding the finding that necessity and convenience require the acquisition of real property, located along Brand Road between S.H. 190 and Muirfield Road in the City of Garland, Dallas County, Texas, for the Brand Road (S.H. 190 to Muirfield) Project and the authorization of the use of eminent domain to acquire said property. Council considered this item at the May 18, 2026 Work Session.

Presenter: Michael Polocek, Engineering Director

11. North Texas Municipal Water District Appointment

Council is requested to consider appointing a representative to the North Texas Municipal Water District Board for a two-year term beginning June 1, 2026.

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

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

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

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



GARLAND

STRATEGIC FOCUS AREAS



Safe Community



Well-Maintained City Infrastructure



Reliable, Cost-Efficient Utility Services



Sound Governance and Finances



Vibrant Neighborhoods and Commercial Centers



Customer-Focused City Services



Growing Economic Base



Future-Focused City Organization



Enhanced Quality of Life through Amenities, Arts and Events



Commercially Thriving Downtown



GARLAND

CITY COUNCIL STAFF REPORT

1

Meeting Date: May 19, 2026

Title: Approve the minutes of the May 5, 2026 Regular Meeting

Submitted by: Jennifer Stubbs, City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Consider approval of the May 5, 2026 Regular Meeting Minutes.

Background

N/A

Consideration / Recommendation

Approve the May 5, 2026 Regular Meeting Minutes as presented.

Attachments

A. City Council Regular Meeting Minutes - May 5, 2026



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 PM on May 5, 2026, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

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

Staff Present: Mike Betz, City Manager
Andy Hesser, Assistant City Manager
Crystal Owens, Assistant City Manager
Matt Watson, Assistant City Manager
Phillip J. Urrutia, Assistant City Manager
Brian England, City Attorney
Jeffrey Bryan, Police Chief
Nabila Nurr, Planning Director
Jennifer Stubbs, City Secretary
Courtney Vanover, Deputy City Secretary

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Councilmember Beard 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; Chewbie.

- Proclamation Recognizing Public Service Recognition Week

Mayor Hedrick read the proclamation and presented it to Lilly Clarke, members of the Garland Human Resources Department, and those in attendance.

- Proclamation Recognizing the 250th Anniversary of the Declaration of Independence

The proclamation was rescheduled for a future meeting.

- Proclamation Recognizing National Day of Prayer

Mayor Hedrick read the proclamation and presented it to Pastor Frank Chavez and those in attendance.

Mayor Hedrick recognized Councilmember Beard, Councilmember Williams, and Councilmember Bass during their final meeting. Councilmember Dutton also provided remarks honoring the Councilmembers.

CONSENT AGENDA

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

Councilmember Beard made a motion to approve the consent agenda as presented. Councilmember Moore seconded the motion. All voted in favor. The motion carried.

1. Approve the minutes of the April 21, 2026 Regular Meeting

2. Approve the following bids:

- | | | |
|----|---|----------------------------|
| a. | GP&L Connectors and Fittings Supplier Contract | Bid No. REQ00001733 |
| | DMC Power, Inc. | \$1,000,000.00 |
| | <i>This request is to obtain as-needed DMC connectors and fittings for GP&L and TMPA operations and CIP projects.</i> | |
| b. | GP&L Underground Line Locating Services Change Order | Bid No. 0613-21 |
| | USIC Locating Services, LLC | \$90,000.00 |
| | <i>This request is to obtain change order No. 1 to the GP&L underground electrical utilities location contract needed to handle an increased volume in location request services.</i> | |
| c. | GP&L Demineralization Trailer Rental Contract Change Order | Bid No. 1032-22 |
| | Evoqua Water Technologies, LLC. | \$80,864.02 |
| | <i>This request is to obtain change order No. 2 to the GP&L demineralization trailer rental contract.</i> | |
| d. | GP&L Apollo to Jupiter 138kV Transmission Line Reconductor Engineering Services | Bid No. REQ00002046 |

This request is to obtain design engineering services to support the reconductor of the GP&L Apollo to Jupiter 138kV Transmission Line.

3. Head Start of Greater Dallas Lease Agreement Extension

Approve a multi-year lease agreement negotiated with Head Start of Greater Dallas for the City-owned property located at 3709 W. Walnut Street for an additional three (3) year term. Council considered this item at the May 4, 2026 Work Session.

4. Senior Citizens Advisory Commission Bylaws

Approve changes to the Senior Citizens Advisory Commission Bylaws. Council considered this item at the April 6, 2026 Work Session.

6. TxDMV Motor Vehicle Crimes Prevention Authority Catalytic Converter Grant Program Application FY27

Approve a resolution authorizing the Chief of Police to submit a grant application to the Motor Vehicle Crime Prevention Authority for the SB224 Catalytic Converter Grant Program for FY27. Council considered this item at the May 4, 2026 Work Session.

ITEMS FOR INDIVIDUAL CONSIDERATION

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7. Hold public hearings on the following items:

5. Amendments to the Fireworks Prohibited Ordinance

Approve amendments to Chapter 26, Article 1 of the Code of Ordinances of the City of Garland, related to the enforcement against property owners, residents, or persons in control of property where unlawful fireworks use and/or discharge of firearms occurs. Council considered this item at the May 4, 2026 Work Session.

This item was removed from the consent agenda to be considered separately.

Chief Bryan provided an overview of the proposed amendments to the Fireworks Prohibited Ordinance, explaining that the changes would allow citations to be issued to homeowners hosting gatherings where fireworks are being discharged if the responsible individual cannot be identified. He clarified that homeowners would not be cited for fireworks discharged on their property without their involvement. Chief Bryan answered questions of the Council.

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

a. Federal Grant Applicant Public Hearing

Public Hearing to receive input on the proposed allocation of Community Development Block Grant (CDBG), HOME Infill Partnership (HOME), and Emergency Solutions Grant (ESG) funds for the

2026–2027 program year. This hearing is required as part of the allocation process to obtain feedback from interested parties regarding the use of these federal grant funds.

Presenter: Jason Wilhite, Construction Manager

Mayor Hedrick opened the public hearing.

Citizens wishing to speak under the public hearing: Rhonda McTyre, Renae Perry, Kyle Francis, Brenda Rozinsky, Kendall Brown, and Robert Shepherd.

Mayor Hedrick closed the public hearing.

- b. Consider a request by Christine Wilson, requesting a variance regarding a distance less than the 300 feet minimum separation to *Nuevo Pacto Christian Church* from an establishment associated with the storage and distribution of alcoholic beverages. The site is located at 209 South Kirby Street, Unit 307 in District 6.**

Consider and take appropriate action on the application of Christine Wilson, requesting a variance regarding a distance less than the 300 feet minimum separation to Nuevo Pacto Christian Church from an establishment associated with the storage and distribution of alcoholic beverages. The site is located at 209 South Kirby Street, Unit 307. (District 6) (BW 26-02)

Presenter: Nabila Nur, Planning & Development Director

Ms. Nur provided a presentation on the alcohol waiver case. Ms. Nur answered questions of the Council, and discussion followed. Councilmember Moore requested a staff recommendation, and Ms. Nur stated that staff did not have concerns about the unit storing alcohol and recommended approval.

Councilmember Dutton made a motion to deny the item. There was no second, and the motion failed for lack of a second.

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

- c. Consider a request by EPR Parks, LLC, requesting a variance regarding a distance less than the 300 feet minimum separation to *Spring Creek Elementary School* from an establishment that sells alcoholic beverages. The site is located at 4550 North Garland Avenue in District 8.**

Consider and take appropriate action on the application of EPR Parks, LLC, requesting a variance regarding a distance less than the 300 feet minimum separation to Spring Creek Elementary School from an establishment that sells alcoholic beverages. The site is located at 4550 North Garland Avenue. (District 8) (File BW 26-03)

Presenter: Nabila Nur, Planning & Development Director

Ms. Nur provided a presentation on the alcohol waiver case and provided a presentation. Council granted an alcohol distance variance to the applicant from Spring Creek Elementary School on May 17, 2022. The applicant is now requesting approval to sell mixed beverages. Ms. Nur answered questions of the Council. Discussion followed. Councilmember Williams left the dais at 8:10 p.m.

Deputy Mayor Pro Tem Ott made a motion to approve the item as presented. Mayor Pro Tem Lucht seconded the motion. All voted in favor, with the exception of Councilmember Williams, who was absent from the dais. The motion carried.

- d. Consider a request by Paras Khara, requesting approval of 1) a Specific Use Provision (SUP) for a Car Wash, Automated/Rollover use on property zoned Community Retail (CR) District and 2) a concept plan for a Car Wash, Automated/Rollover use. The site is located at 3401 West Buckingham Road on a property zoned Community Retail (CR) District in District 7.**

Consider and take appropriate action on the application of Paras Khara, requesting approval of 1) a Specific Use Provision (SUP) for a Car Wash, Automated/Rollover use on property zoned Community Retail (CR) District and 2) a concept plan for a Car Wash, Automated/Rollover use. The site is located at 3401 West Buckingham Road on a property zoned Community Retail (CR) District. (District 7) (File Z 26-03)

Presenter: Nabila Nur, Planning & Development Director

Councilmember Williams returned to the dais at 8:16 p.m.

Ms. Nur provided a presentation on the request and information regarding the case. She stated that staff recommended approval of a 15-year SUP with the condition that the existing pole sign be removed and replaced with a monument sign in accordance with GDC standards. Ms. Nur also stated that the Plan Commission recommended the same. Ms. Nur answered questions of the Council, and discussion followed.

Applicant speaking on this item: Paras Khara.

Councilmember Thomas Jr. made a motion to approve the item with a 15-year SUP. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

- e. Consider a request by Srinivas Chaluvadi, requesting approval of an amendment to Planned Development District 15-43 (PD 15-43) to modify parking standards for the subject property and adopt the current off-street parking requirements of the Garland Development Code (GDC). The site is located at 6313 North President George Bush Highway in District 7.**

Consider and take appropriate action on the application of Srinivas Chaluvadi, requesting approval of an amendment to Planned Development District 15-43 (PD 15-43) to modify parking standards for the subject property and adopt the current off-street parking requirements of the Garland Development Code (GDC). The site is located at 6313 North President George Bush Highway. District 7) (File Z 26-07)

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 and that the Plan Commission recommended the same. Ms. Nur answered questions of the Council. Discussion followed.

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

CITIZEN COMMENTS

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David Houg.

ADJOURN

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Mayor Hedrick adjourned the meeting at 8:49 p.m.

Submitted By:

Dylan Hedrick, Mayor

Jennifer Stubbs, City Secretary



GARLAND

PURCHASING REPORT

2.a

Meeting Date: May 19, 2026

Title: Purchase of One Dumpster Roll-Off Truck for Sanitation

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00002106

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

Purchase Justification

This request is for the purchase of one replacement Autocar Dumpster Roll-Off Truck for Sanitation. This truck will replace an existing truck that has reached the end of its service life and is essential for the waste collection service needs of commercial customer accounts.

Evaluation

The Autocar Dumpster Roll-Off Truck is available from Chastang Ford through the BuyBoard Cooperative Purchasing Contract 723-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Chastang Ford	REQ00002106	All	\$259,900.00	Cooperative Purchase	REQ00002106

Fiscal Impact

Funding is available in the Sanitation Replacement of Commercial Roll-Off Trucks CIP Program for the replacement truck in the amount of \$259,900, which is within the approved budget of \$702,720 and will leave a remaining balance of \$5,100.

Attachments

None

Budget Type: CIP

Fiscal Year: 2026

Document Location: Page 194

Routing

KC Tidwell, Service Writer
Julian Boring, Fleet Services Director
Gary Holcomb, Director of Procurement
Allyson Bell Steadman, Chief Financial Officer
Phillip Urrutia, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 4/29/2026
Approved - 4/29/2026
Approved - 4/29/2026
Approved - 5/7/2026
Approved - 5/11/2026
Final Approval - 5/11/2026



GARLAND

PURCHASING REPORT

2.b

Meeting Date: May 19, 2026

Title: Purchase of Two Automated Side-Loader and One Rear-Loader Bodies for Sanitation

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00002122

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

Purchase Justification

This request is for the purchase of two replacement Labrie 22-yard automated side-loader waste collection container bodies and one new Leach 29-yard rear-loader waste collection body to be installed on truck chassis. The new rear-loader body and the replacement side-loader bodies, which have reached the end of their service life, are essential to meeting the waste collection service needs of residential customers.

Evaluation

The rear and side loader bodies are available from Reliance Truck and Equipment through the BuyBoard Cooperative Purchasing Contract 786-25. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Reliance Truck and Equipment	REQ00002122	All	\$544,906.00	Cooperative Purchase	REQ00002122

Fiscal Impact

Funding is available in the Sanitation Replacement of Recycling Trucks CIP Program for the replacement bodies in the amount of \$409,964, which is within the approved budget of \$886,000 and will leave a remaining balance of \$467,036.

Funding is available in the Sanitation New Reserve Brush Rear-Loader CIP Program for the new body in the amount of \$134,942, which is within the approved budget of \$391,000 and will leave a remaining balance of \$256,058.

Attachments

None

Budget Type:	CIP
Fiscal Year:	2026
Document Location:	Pages 185 & 189

Routing

KC Tidwell, Service Writer
Julian Boring, Fleet Services Director
Gary Holcomb, Director of Procurement
Allyson Bell Steadman, Chief Financial Officer
Phillip Urrutia, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 4/29/2026
Approved - 4/29/2026
Approved - 4/29/2026
Approved - 5/7/2026
Approved - 5/11/2026
Final Approval - 5/11/2026



GARLAND

PURCHASING REPORT

2.c

Meeting Date: May 19, 2026

Title: Purchase of Four Semi Tractor Trucks for Sanitation and Transfer Station

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00002109

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

Purchase Justification

This request is for the purchase of one replacement Western Star semi-tractor truck, two replacement Freightliner semi-tractor trucks and one new Freightliner semi-tractor truck. The new semi-tractor truck and the replacement semi-tractor trucks, which have reached the end of their service life, are essential to the City's waste and brush collection service.

Evaluation

The semi-tractor trucks are available from Premier Truck Group of North Texas through the Sourcewell Cooperative Purchasing Contract 032824-DAI. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Premier Truck Group of North Texas	REQ00002109	All	\$540,988.00	Cooperative Purchase	REQ00002109

Fiscal Impact

Funding is available in the Transfer Station Replacement of Transfer Station Equipment CIP Program for the replacement semi-tractor in the amount of \$199,432.00, which is within the approved budget of \$452,000.00 and will leave a balance of \$252,568.00

Funding is available in the Sanitation Replacement of Brush Tractors CIP Program for the replacement semi-tractors in the amount of \$227,704.00, which is within the approved budget of \$265,000.00 and will leave a balance of \$37,296.00.

Funding is available in the Sanitation New Reserve Brush Tractor CIP Program for the new semi tractor in the amount of \$113,852.00, which is within the approved budget of \$133,000.00 and will leave a balance of \$19,148.00.

Attachments

None

Budget Type: CIP
Fiscal Year: 2026
Document Location: Page 191, 200, & 217

Routing

KC Tidwell, Service Writer	Created/Initiated - 4/29/2026
Julian Boring, Fleet Services Director	Approved - 4/29/2026
Gary Holcomb, Director of Procurement	Approved - 4/29/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 5/7/2026
Phillip Urrutia, Assistant City Manager	Approved - 5/8/2026
Jennifer Stubbs, City Secretary	Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.d

Meeting Date: May 19, 2026

Title: Purchase of Three Roto-Pack Side-Loader Bodies for Sanitation

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00002117

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

Purchase Justification

This request is for the purchase of two replacement Roto-Pack 25-yard side-loader waste collection container bodies and one new Roto-Pack 25-yard side-loader waste collection body to be installed on truck chassis. The new side-loader body and the replacement side-loader bodies will replace equipment that has reached the end of its service life and are essential to meeting the waste collection service needs of residential customers.

Evaluation

The side loader bodies are available from Texas Pack and Load through the BuyBoard Cooperative Purchasing Contract 786-25. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Texas Pack and Load	REQ00002117	1	\$658,177.00	Cooperative Purchase	REQ00002117

Fiscal Impact

Funding is available in the Sanitation Replacement of Side-Load Residential Trucks CIP Program for the replacement bodies with an approved budget of \$840,000. This request includes the emergency replacement of one additional vehicle over what was approved in the 2026 CIP and will leave a remaining balance of (\$37,050). Approval of this purchase order will require Council to approve a budget amendment at a future date.

Funding is available in the Sanitation New Side-Load Residential Trucks CIP Program for the new body in the amount of \$219,659, which is within the approved budget of \$420,000 and will leave a remaining balance of \$200,341.

Attachments

None

Budget Type: CIP
Fiscal Year: 2026
Document Location: Page 188 & 198

Routing

KC Tidwell, Service Writer
Julian Boring, Fleet Services Director
Gary Holcomb, Director of Procurement
Allyson Bell Steadman, Chief Financial Officer
Phillip Urrutia, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 4/30/2026
Approved - 4/30/2026
Approved - 4/30/2026
Approved - 5/7/2026
Approved - 5/8/2026
Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.e

Meeting Date: May 19, 2026

Title: Purchase of Six Chassis for Side- and Rear-Loader Bodies for Sanitation

Submitted by: Johnny Burkett, Fleet Procurement & Project Coordinator

Bid Number: REQ00002115

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

Purchase Justification

This request is for the purchase of one new Crane Carrier side-loader chassis, one new Crane Carrier rear-loader chassis, and four replacement Crane Carrier side-loader chassis to have waste container bodies installed. The existing trucks have reached the end of their service life and are essential to meeting the waste collection service needs of residential customers.

Evaluation

The side-loader and rear-loader chassis are available from Bond Equipment Company through the BuyBoard Cooperative Purchasing Contract 723-23. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Bond Equipment Company	REQ00002115	1	\$1,445,990.00	Cooperative Agreement	REQ00002115

Fiscal Impact

Funding is available in the Sanitation New Reserve Brush Rear-Loader CIP Program for the new chassis in the amount of \$259,255, on a project with an approved budget of \$391,000, and will leave a remaining balance of (\$3,597). Approval of this purchase report will require Council to approve a budget amendment at a future date.

Funding is available in the Sanitation New Side-Load Residential Trucks CIP Program for the new chassis in the amount of \$248,835, on a project with an approved budget of \$420,000. This request will leave a remaining balance of (\$48,094). Approval of this purchase order will require Council to approve a budget amendment at a future date.

Funding is available in the Sanitation Replacement of Side-Load Residential Trucks CIP Program for the replacement chassis in the amount of \$498,070, on a project with an approved budget of \$840,000. This

request includes the emergency replacement of one additional vehicle over what was approved in the 2026 CIP and will leave a remaining balance of (\$535,120). Approval of this purchase order will require Council to approve a budget amendment at a future date.

Funding is available in the Sanitation Replacement of Recycling Trucks CIP Program for the replacement chassis in the amount of \$439,830, which is within the approved budget of \$886,000 and will leave a remaining balance of \$36,206.

Attachments

None

Budget Type:	CIP
Fiscal Year:	2026
Document Location:	Page 185, 188, 189, & 198

Routing

KC Tidwell, Service Writer	Created/Initiated - 4/30/2026
Julian Boring, Fleet Services Director	Approved - 4/30/2026
Gary Holcomb, Director of Procurement	Approved - 4/30/2026
Uriel Villalpando, Managing Director	Approved - 5/1/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 5/7/2026
Phillip Urrutia, Assistant City Manager	Approved - 5/8/2026
Jennifer Stubbs, City Secretary	Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.f

Meeting Date: May 19, 2026
Title: GP&L Square Top Switch Station Metering Units
Submitted by: Chuck Chapman, Director of Transmission Services
Bid Number: REQ00001884

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is for the purchase of combination metering units for use in the GP&L Square Top Switch Station. This is part of the approved GP&L Mesa View Point-of-Interconnect CIP Project. A 34% owner's contingency has been included for any unforeseen increases in cost or materials needed.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received and evaluated with Texas Electric Cooperatives, Inc. submitting the Lowest Responsible Bid. As only one (1) bid was received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Texas Electric Cooperatives, Inc.	REQ00001884	All	\$410,001.00	Lowest Responsible Bid	REQ00001884

Fiscal Impact

Funding is available in the GP&L Substations Upgrades CIP Program for the metering units in the amount of \$410,001, which is within the approved budget of \$16,325,000 and will leave a remaining balance of \$562,773.

Attachments

None

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

Routing

Lauri Vornberg, Electric Budget & Procurement Analyst
Gary Holcomb, Director of Procurement

Created/Initiated - 5/4/2026
Approved - 5/4/2026

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

Approved - 5/7/2026
Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.g

Meeting Date: May 19, 2026

Title: Purchase of Restroom Building/Pavilion for Lou Huff Park

Submitted by: Mark Ellender, Parks Planning Administrator

Bid Number: REQ00002043

Strategic Focus Area: Vibrant Neighborhoods and Commercial Centers
Safe Community
Enhanced Quality of Life through Amenities Arts and Events

Purchase Justification

This request is for the purchase of a restroom building/pavilion which is part of several amenities identified during the planning of park improvements at Lou Huff Park, located at 605 East Avenue B. The restroom building/pavilion was an identified amenity supported by community outreach conducted with surrounding neighborhoods and reflects the preferences of regular park visitors as well as the broader community.

Evaluation

The restroom building/pavilion is available from Romtec, Inc. through the BuyBoard Cooperative Purchasing Contract 781-25. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Romtec, Inc.	REQ00002043	All	\$546,580.26	Cooperative Purchase	REQ00002043

Fiscal Impact

Funding is available in the Lou Huff Park CIP Project for the purchase of a restroom building/pavilion in the amount of \$546,580. This is within the approved budget of \$6,345,000 and will leave a remaining balance of \$396,890.

Attachments

None

Budget Type: CIP

Fiscal Year: 2026

Document Location: Page 73

Routing

Mark Ellender, Parks Planning Administrator
DLee Williams, Managing Director- Parks and Recreation
Gary Holcomb, Director of Procurement
Allyson Bell Steadman, Chief Financial Officer
Andy Hesser, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 5/1/2026
Approved - 5/1/2026
Approved - 5/4/2026
Approved - 5/7/2026
Approved - 5/8/2026
Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.h

Meeting Date: May 19, 2026

Title: Jack Coleman Tennis Center LED Relight Retrofit

Submitted by: Albert Montero, Recreation Services Director

Bid Number: REQ00002081

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

Purchase Justification

This request is for the purchase and installation of LED lights for the Jack Coleman Tennis Center.

Evaluation

The lighting and installation is available from MUSCO Lighting through the BuyBoard Cooperative Purchasing Contract 779-25. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
MUSCO Lighting	REQ00002081	All	\$322,589.00	Cooperative Purchase	REQ00002081

Fiscal Impact

Funding is available in the Jack Coleman Tennis Courts Conversion to Pickleball Courts project, for the purchase and installation of LED lights in the amount of \$322,589, which is within the approved budget of \$1,000,000 and will leave a remaining balance of \$395,005.

Attachments

None

Budget Type: CIP
Fiscal Year: 2026

Document Location: Page 78

Routing

Albert Montero, Recreation Services Director
DLee Williams, Managing Director- Parks and Recreation
Gary Holcomb, Director of Procurement

Created/Initiated - 5/4/2026
Approved - 5/4/2026
Approved - 5/4/2026

Allyson Bell Steadman, Chief Financial Officer
Andy Hesser, Assistant City Manager
Jennifer Stubbs, City Secretary

Approved - 5/7/2026
Approved - 5/8/2026
Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.i

Meeting Date: May 19, 2026

Title: Construction Award for the 2025 Alley & Wastewater Improvements (Group 2)

Submitted by: Tye Tingey, Sr. Civil Engineer

Bid Number: REQ00001678

Strategic Focus Area: Well-Maintained City Infrastructure

Purchase Justification

The Street Department's work plan includes improvements to the pavement and wastewater on various alley segments located in Council Districts 1, 7, & 8:

Blanco Lane/Medio Drive Alley (District 1)
Castle Drive/Medio Drive Alley (District 1)
Pyramid Drive Alley (District 1)
Moonglow Drive/Star Trek Lane Alley (District 7)
Royal Oaks Circle Alley (District 8)
Crockett Street Alley (South) (District 8)
Kingsbridge Drive/Leicester Street Alley (District 8)
Homestead Place/Guildford Street Alley (District 8)
Camilla Lane/Lena Court Alley (District 8)

This request is to award a contract to Garret Shields Infrastructure for the construction of the proposed improvements.

Evaluation

A request for bids was issued in accordance with Purchasing procedures. Twelve (12) 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	REQ00001678	All	\$2,728,623.00	Lowest Responsible Bid	REQ00001678

Fiscal Impact

Funding is available in the Wastewater Improvements Prior to Paving CIP Project for wastewater main improvements of existing wastewater assets, in the amount of \$817,594, which is within the approved budget of \$39,364,874 and will leave a remaining balance of \$2,156,664.

Funding is available in the Infrastructure Repair & Replacement for paving improvements to existing street

assets, in the amount of \$1,911,029, which is within the approved budget of \$24,573,168 and will leave a remaining balance of \$12,766,076.

Attachments

- A. Bid Recap
- B. 2025 Alley Improvments-exhibit B-cc

Budget Type:	Operating & CIP
Fiscal Year:	2026
Document Location:	Op. Page 217 and CIP Page 267

Routing

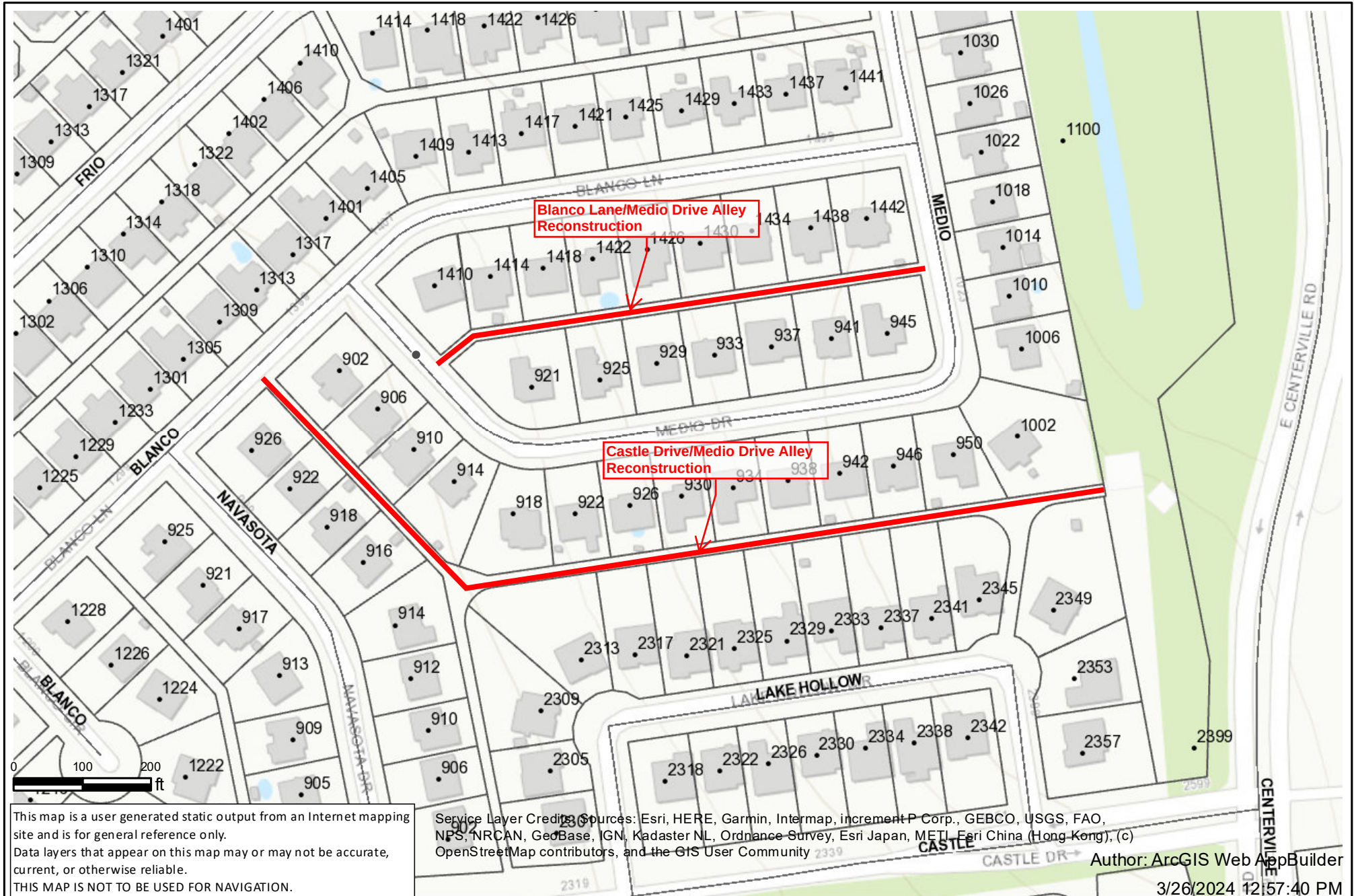
Tye Tingey, Sr. Civil Engineer	Created/Initiated - 5/4/2026
Tony Irvin, Streets Director	Approved - 5/4/2026
Gary Holcomb, Director of Procurement	Approved - 5/7/2026
Allyson Bell Steadman, Chief Financial Officer	Approved - 5/7/2026
Crystal Owens, Assistant City Manager	Approved - 5/8/2026
Jennifer Stubbs, City Secretary	Final Approval - 5/8/2026

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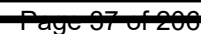
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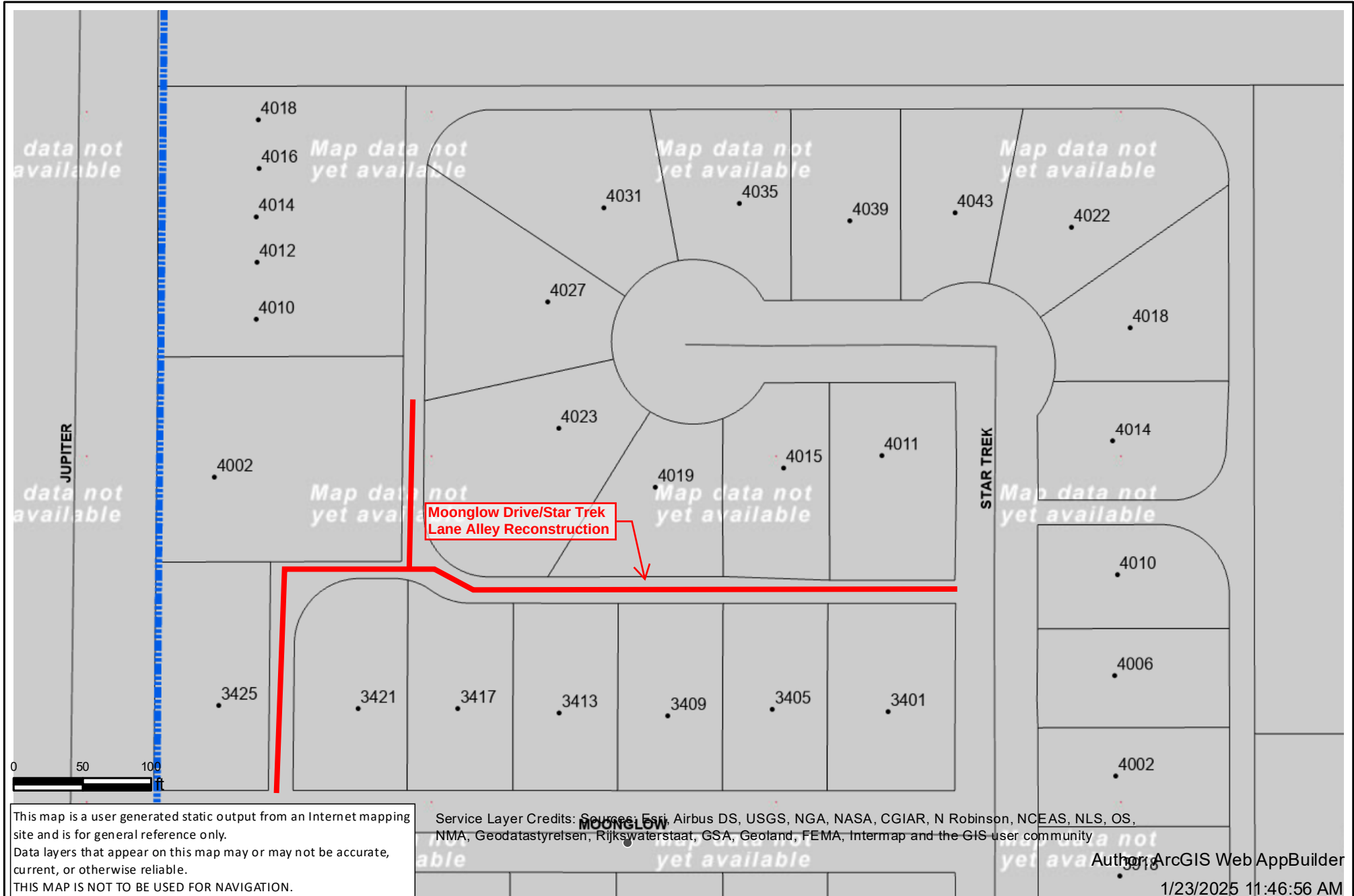
District 1 Alleys (FY25)



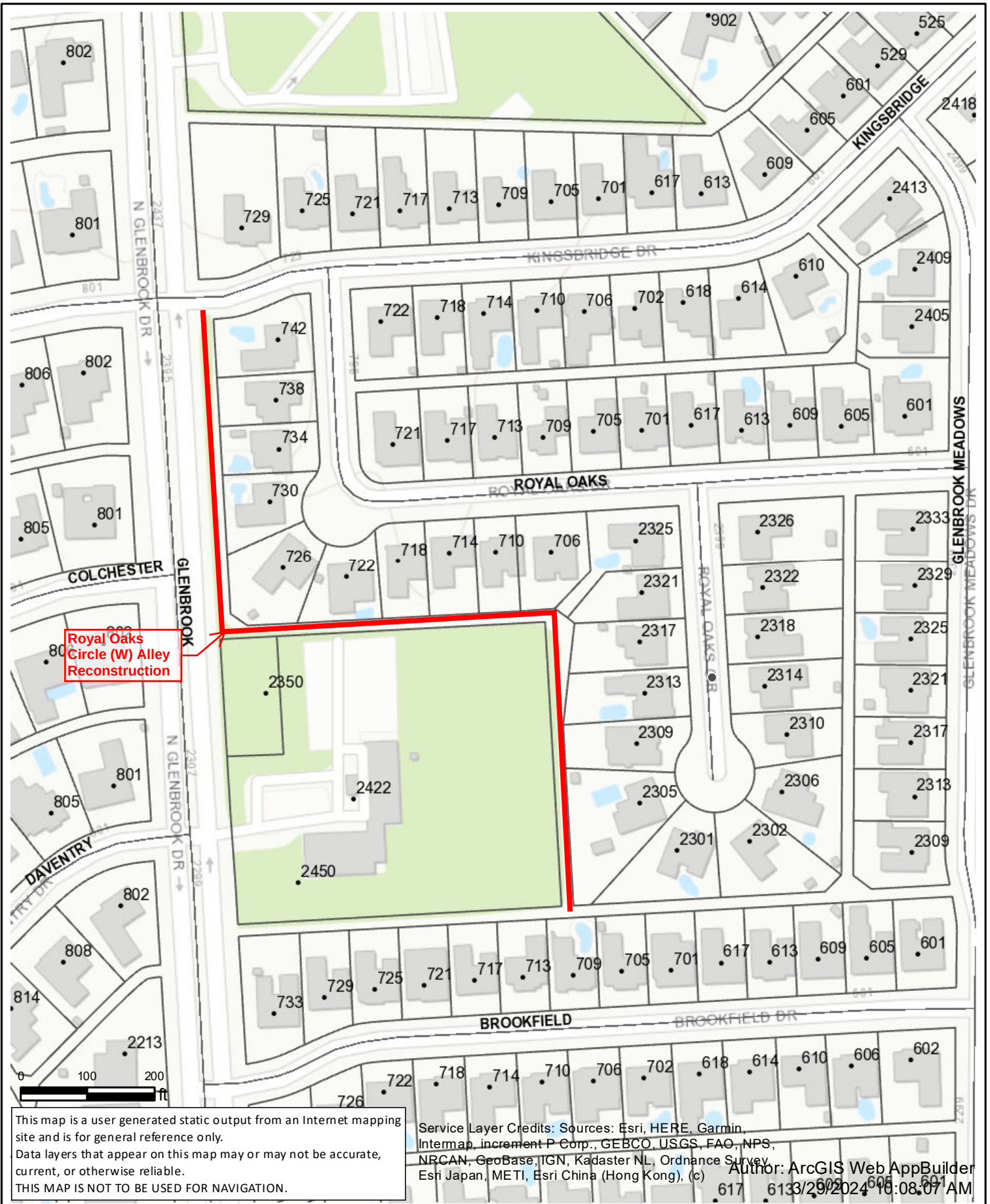
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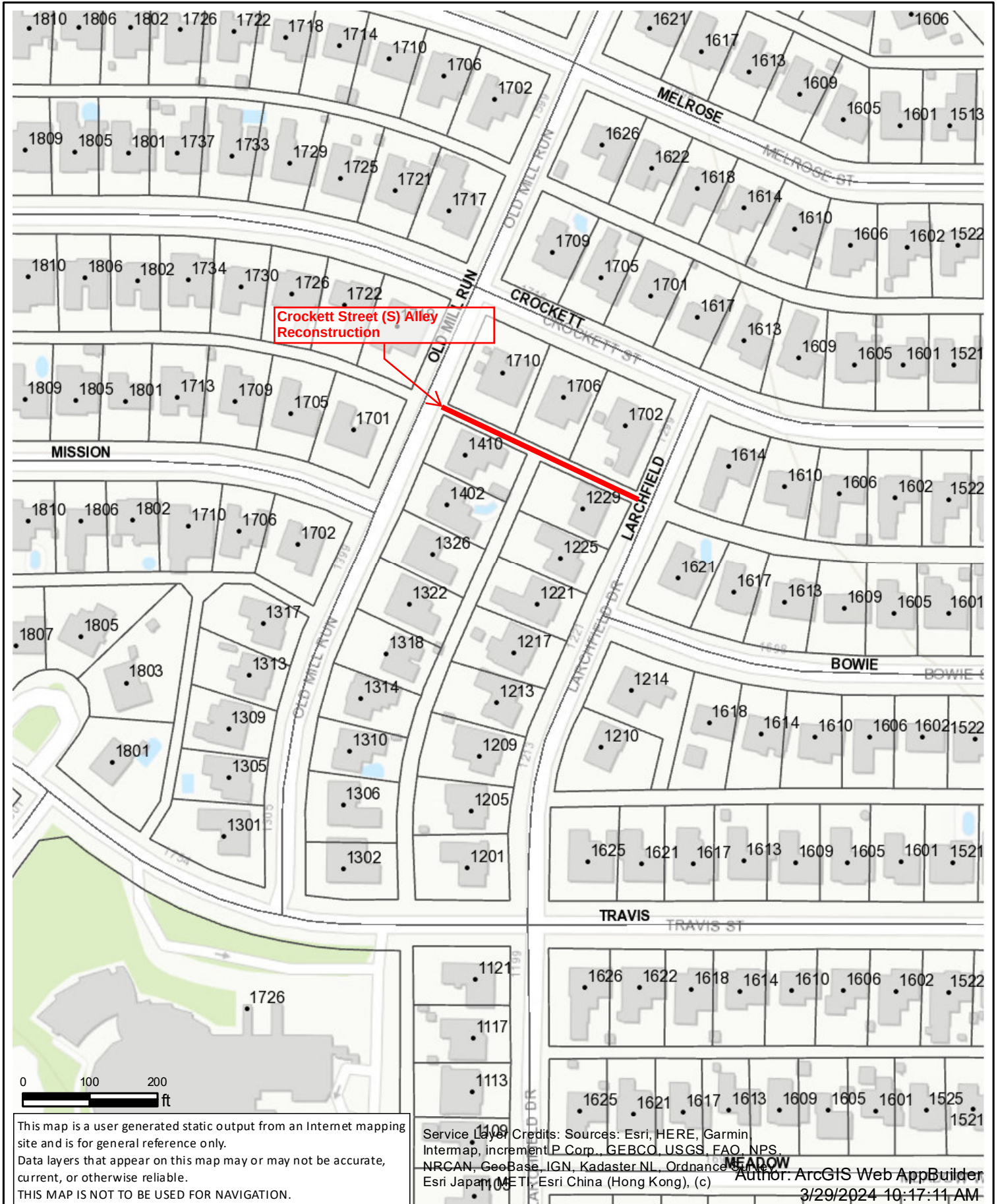
District 7 Alleys (FY25)-1



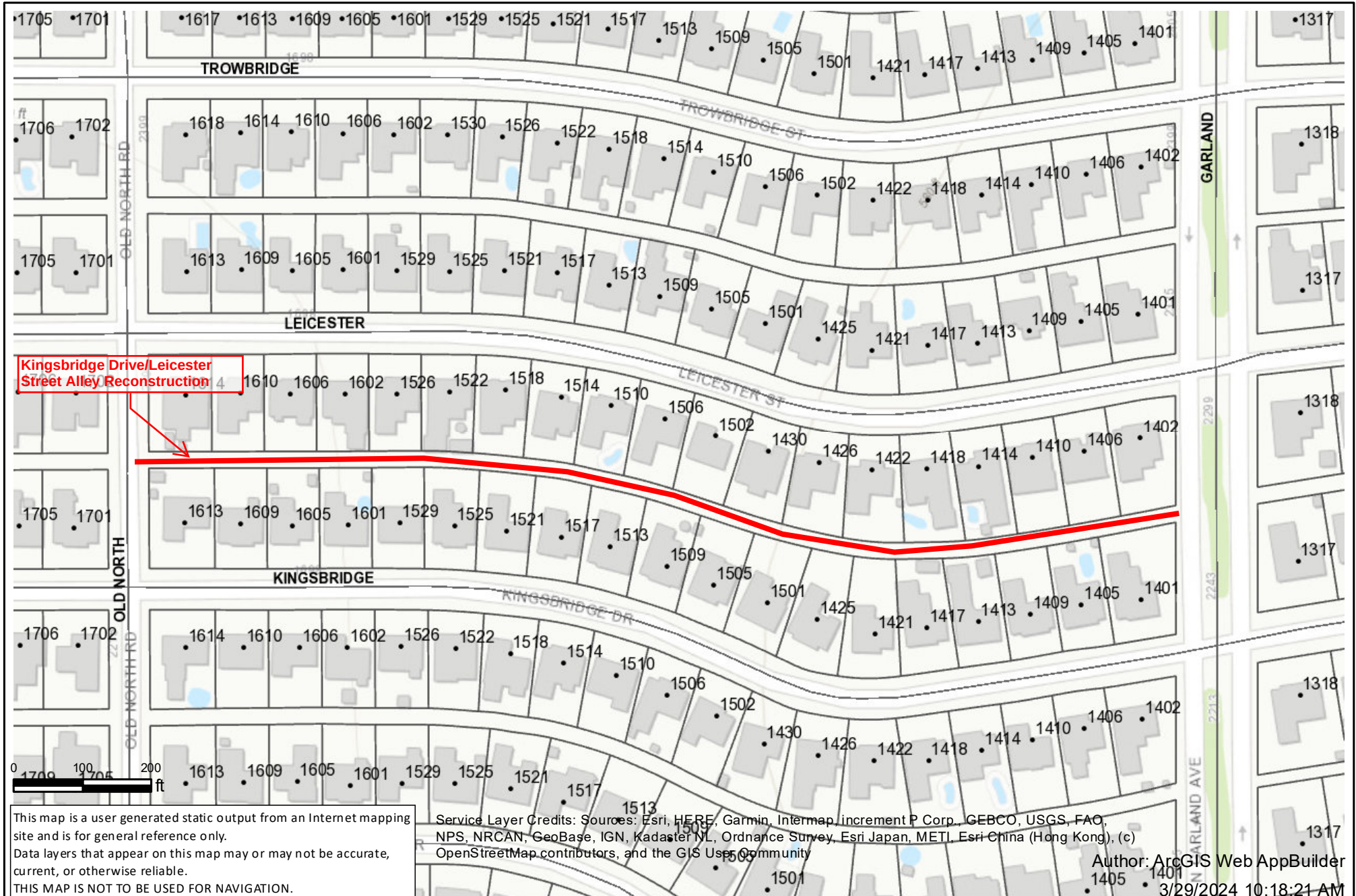
District 8 Alleys (FY25)-1



District 8 Alleys (FY25)-2



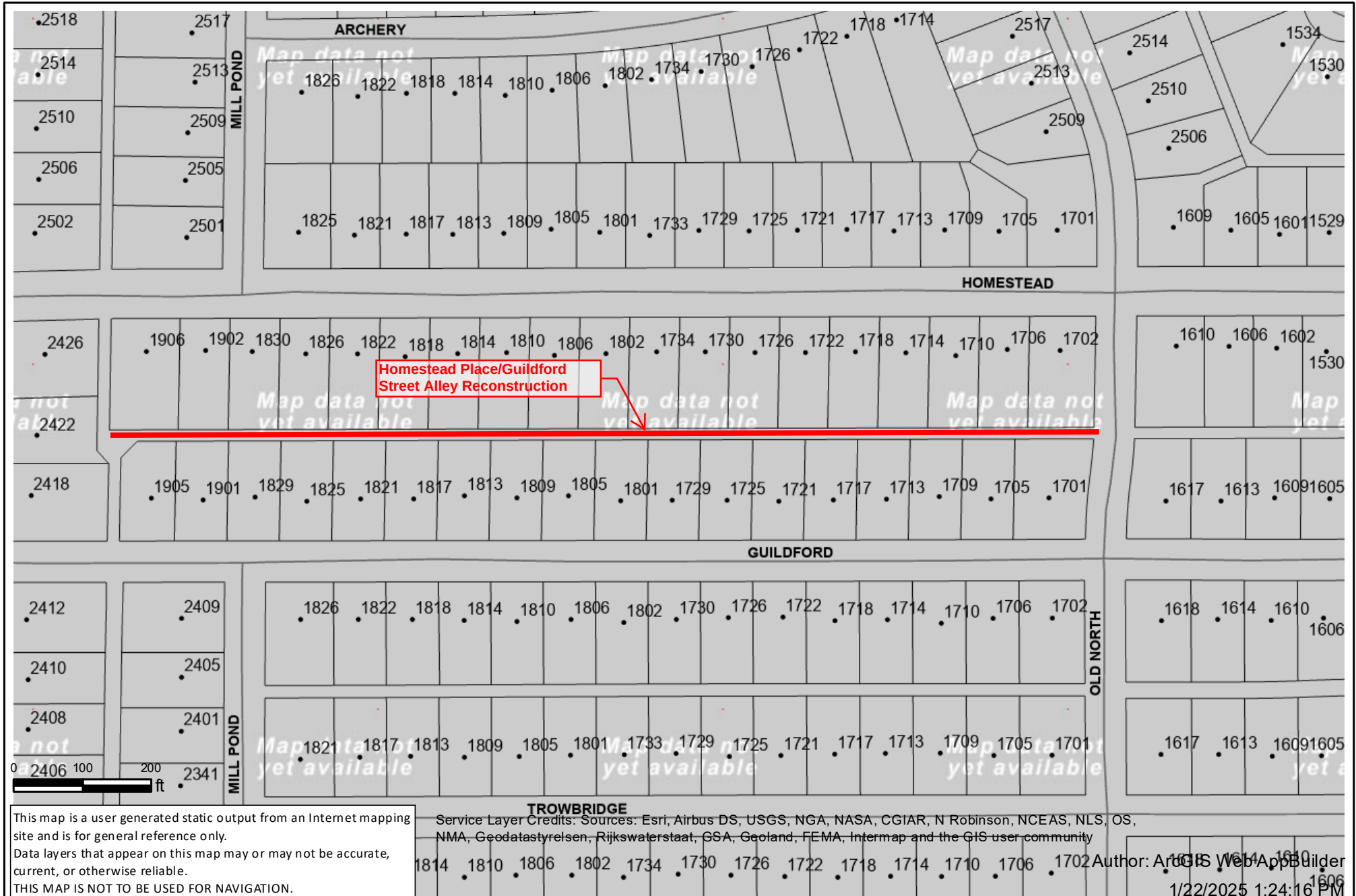
District 8 Alleys (FY25)-3



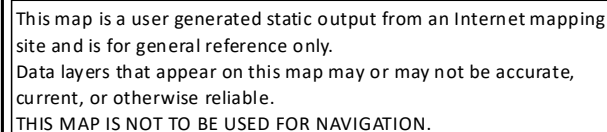
This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

District 8 Alleys & WW (FY25)-4

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1/23/2025 12:22:54 PM



GARLAND

PURCHASING REPORT

2.j

Meeting Date: May 19, 2026

Title: Purchase of Prefabricated Restroom Building for Wynn Joyce Park

Submitted by: Mark Ellender, Parks Planning Administrator

Bid Number: REQ00002042

Strategic Focus Area: Safe Community
Vibrant Neighborhoods and Commercial Centers
Enhanced Quality of Life through Amenities Arts and Events

Purchase Justification

This purchase request is for a prefabricated restroom building which is part of several amenities identified during the planning of park improvements at Wynn Joyce Park, located at 2222 Oates Road. The restroom building was an identified amenity supported by community outreach conducted with surrounding neighborhoods and reflects the preferences of regular park visitors as well as the broader community.

Evaluation

The prefabricated restroom building is available from Public Restroom Company through the BuyBoard Cooperative Purchasing Contract 781-25. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
Public Restroom Company	REQ00002042	All	\$283,093.00	Cooperative Purchase	REQ00002042

Fiscal Impact

Funding is available in the Wynn Joyce Community Park CIP Project for the purchase of a prefabricated restroom building in the amount of \$283,093. This is within the approved budget of \$6,325,000 and will leave a remaining balance of \$476,822.

Attachments

None

Budget Type: CIP
Fiscal Year: 2025
Document Location: Page 75

Routing

Mark Ellender, Parks Planning Administrator
DLee Williams, Managing Director- Parks and Recreation

Created/Initiated - 5/1/2026
Approved - 5/1/2026

Gary Holcomb, Director of Procurement
Allyson Bell Steadman, Chief Financial Officer
Andy Hesser, Assistant City Manager
Jennifer Stubbs, City Secretary

Approved - 5/4/2026
Approved - 5/7/2026
Approved - 5/8/2026
Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.k

Meeting Date: May 19, 2026

Title: Change Order No. 4 to Holford Road Segment A Construction Project

Submitted by: Tamera Wilson, Department Coordinator I

Bid Number: 0798-23

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

Purchase Justification

This request is to approve Change Order No. 4 for the Holford Road Segment A Construction Project in the amount of \$134,223. The change order is needed to replace portions of existing mulch beds in the medians with grass sod and proper irrigation. The mulch floats in heavy rain events, clogging the inlet covers and resulting in flooded driving lanes. Planting sod in median swales will eliminate the inlet clogging and drainage issues. The irrigation system will be modified to properly water the grassed medians, including trees.

Evaluation

DDM Construction Corporation was awarded the original PO 35089 in the amount of \$14,426,670 at the July 18, 2023 Regular Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation

Vendor	Bid No.	Item	Amount	Basis for Award	Purchase Requisition #
DDM Construction Corporation	0798-23	All	\$134,223.00	Change Order	N/A

Fiscal Impact

Funding is available in the Holford Road Segment A CIP Project, for Change Order No. 4 in the amount of \$134,223 to PO 35089, which is within the approved budget of \$16,531,500 and will leave a remaining balance of \$2,166,025.

Attachments

None

Budget Type: CIP

Fiscal Year: 2025

Document Location: Page 87

Routing

Tamera Wilson, Department Coordinator I
Michael Polocek, Engineering Director
Gary Holcomb, Director of Procurement
Allyson Bell Steadman, Chief Financial Officer
Crystal Owens, Assistant City Manager
Jennifer Stubbs, City Secretary

Created/Initiated - 5/1/2026
Approved - 5/1/2026
Approved - 5/4/2026
Approved - 5/7/2026
Approved - 5/8/2026
Final Approval - 5/8/2026



GARLAND

PURCHASING REPORT

2.1

Meeting Date: May 19, 2026

Title: GP&L Wylie to Mallard Transmission Line Steel Structures Change Order

Submitted by: Chuck Chapman, Director of Transmission Services

Bid Number: 0497-25

Strategic Focus Area: Reliable / Cost-Efficient Utility Services

Purchase Justification

This request is for change order No. 1 to PO 37845 issued for the purchase of steel structures for the construction of the GP&L Wylie to Mallard transmission line. A design change for the transmission line resulted in an update to the specifications for the line structures.

Evaluation

KBS Electrical Distributors, Inc. was awarded the original PO 37845 in the amount of \$3,800,000.00 at the March 4, 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 #
KBS Electric Distributors, Inc.	0497-25	All	\$58,270.16	Change Order	N/A

Fiscal Impact

Funding is available in the GP&L Transmission Lines CIP Program for the structures in the amount of \$56,270, which is within the approved budget of \$19,375,458 and will leave a remaining balance of \$965,649.

Attachments

None

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

Routing

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

Created/Initiated - 4/30/2026
Approved - 4/30/2026
Approved - 5/7/2026
Final Approval - 5/8/2026



GARLAND

CITY COUNCIL STAFF REPORT

3.a

Meeting Date: May 19, 2026

Title: Z 26-03 Paras Khara (District 7)

Submitted by: Elisa Morales, Administrative Services Manager

Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 26-03 Paras Khara.

Background

Zoning Case Z 26-03 was approved via public hearing during the May 5, 2026 Regular Meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 26-03 Ordinance
- B. Z 26-03 Exhibit A
- C. Z 26-03 Exhibit B
- D. Z 26-03 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) SPECIFIC USE PROVISION (SUP) FOR A CAR WASH, AUTOMATED/ROLLOVER USE ON PROPERTY ZONED COMMUNITY RETAIL (CR) DISTRICT AND 2) A CONCEPT PLAN FOR A CAR WASH, AUTOMATED/ROLLOVER USE, ON A 1.07-ACRE TRACT OF LAND LOCATED AT 3401 WEST BUCKINGHAM 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 13th day of April 2026, the Plan Commission did consider and make recommendations on a certain request for (1) a Specific Use Provision (SUP) for a Car Wash, Automated/Rollover use on property zoned Community Retail (CR) District and 2) a concept plan for a Car Wash, Automated/Rollover use by **Paras Khara** 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) for a Car Wash, Automated/Rollover use on property zoned Community Retail (CR) District and 2) a concept plan, attached hereto as "Exhibit C," for a Car Wash, Automated/Rollover use on a 1.07-acre tract of land located at 3401 West Buckingham 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 26-03

PASSED AND APPROVED this _____ day of _____,
2026.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 26-03

Being a tract of land situated in the Levi Turner Survey, Abstract No. 1487, in the City of Garland, Dallas County, Texas, being a portion of Lot 2, of the Wal-Mart Addition, an addition to the City of Garland, Dallas County, Texas, according to the map thereof recorded in Volume 86147, Page 2863 of the Map Records of Dallas County, Texas, being that same tract of land conveyed to Azak, Inc. by deed recorded in Volume 2005085, Page 7343, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a brass monument found for corner in the North right-of-way line of Buckingham Road (100 foot public right-of-way), said point being the Southwest corner of the Coates Subdivision, an addition to the City of Garland, Dallas County, Texas, according to the map thereof recorded in Volume 79183, Page 938 of the Map Records of Dallas County, Texas, same being the Southeast corner of said Lot 2 and being the Southeast corner of said Azak tract;

Thence South 89 Degrees 56 Minutes 00 Seconds West, along the North right-of-way line of said Buckingham Road, a distance of 277.60 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "THS", said point being the most southerly Southeast corner of Lot 1 of said Wal-Mart Addition, same being the Southwest corner of said Lot 2 and being the Southwest corner Azak tract;

Thence North 51 Degrees 09 Minutes 07 Seconds West, along the most westerly East line of said Lot 1, and departing the North right-of-way line of said Buckingham Road, a distance of 32.22 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "Powell & Powell";

Thence North 00 Degrees 31 Minutes 15 Seconds West, along said Lot 1, a distance of 87.41 feet to an "X" found in a concrete retaining wall for corner, said point being the Southwest corner of a tract of land conveyed to Lands Properties, LLC by deed recorded in Instrument No.

EXHIBIT A

201200304776, Official Public Records, Dallas County, Texas, same being the most westerly Northwest corner Azak tract;

Thence North 89 Degrees 45 Minutes 14 Seconds East, along the South line of said Landis Properties tract, a distance of 105.00 feet to a punchout in concrete found for corner;

Thence North 49 Degrees 20 Minutes 27 Seconds East, continuing along the Southeast line of said Landis Properties tract, a distance of 85.16 feet to an "X" found in concrete for corner, said point being the Southeast corner of said Lands Properties tract;

Thence North 00 Degrees 29 Minutes 37 Seconds West, along the East line of said Landis Properties tract, a distance of 36.06 feet to a punchout found in concrete on the North line of said Azak tract, said point being the Northeast corner of said Lands Properties tract;

Thence North 89 Degrees 32 Minutes 29 Seconds East, along the North line of said Azak tract, a distance of 133.09 feet to a 1/2 inch iron rod stamped "Powell & Powell" found for the northeast corner of said Azak tract and lying on the West line of the aforementioned Coates Subdivision, said point being the most northerly Southeast corner of said Lot 1, same being the Northeast corner of said Lot 2;

Thence South 00 Degrees 19 Minutes 45 Seconds East, along the West line of said Coates Subdivision, a distance of 200.36 feet to the POINT OF BEGINNING and containing 46,436 square feet or 1.07 acres of land.

SPECIFIC USE PROVISION

ZONING FILE Z 26-03

3401 West Buckingham Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Car Wash, Automated/Rollover 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 Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the Land Use on the premises within 90 days of receiving a final certificate of occupancy for the Land Use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the Land Use; or

EXHIBIT B

F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the PD District, by the GDC, or by state or federal law.

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

V. Specific Regulations:

A. Time Period: The Specific Use Provision shall have a 15-year time period.

A. Landscaping: Landscaping shall be installed along West Buckingham Road and within parking areas, including landscape buffers and interior parking lot landscaping, in accordance with Chapter 4, Article 3 of the Garland Development Code prior to issuance of a Certificate of Occupancy.

B. Concept Plan: The development shall be constructed in accordance with the Concept Plan and in accordance with the applicable Garland Development Code standards. The improvements shall include partial demolition of the existing building, canopy additions, enhanced landscaping, updated signage and site circulation improvements.

C. Sign: The existing pole sign on site shall be removed, and a monument sign shall be installed per GDC standards.



SITE DATA SUMMARY TABLE	
SITE ACREAGE:	1.07 ACRES (46,603.33 SQ. FT.)
ZONING:	CR (EXISTING & PROPOSED)
LAND USE:	CAR WASH, AUTOMATED/ROLLOVER
REGULAR PARKING REQUIRED: 1 SPACE PER 200 S.F. (EXCL. TUNNEL)	12 STALLS (2,392 S.F./200=12)

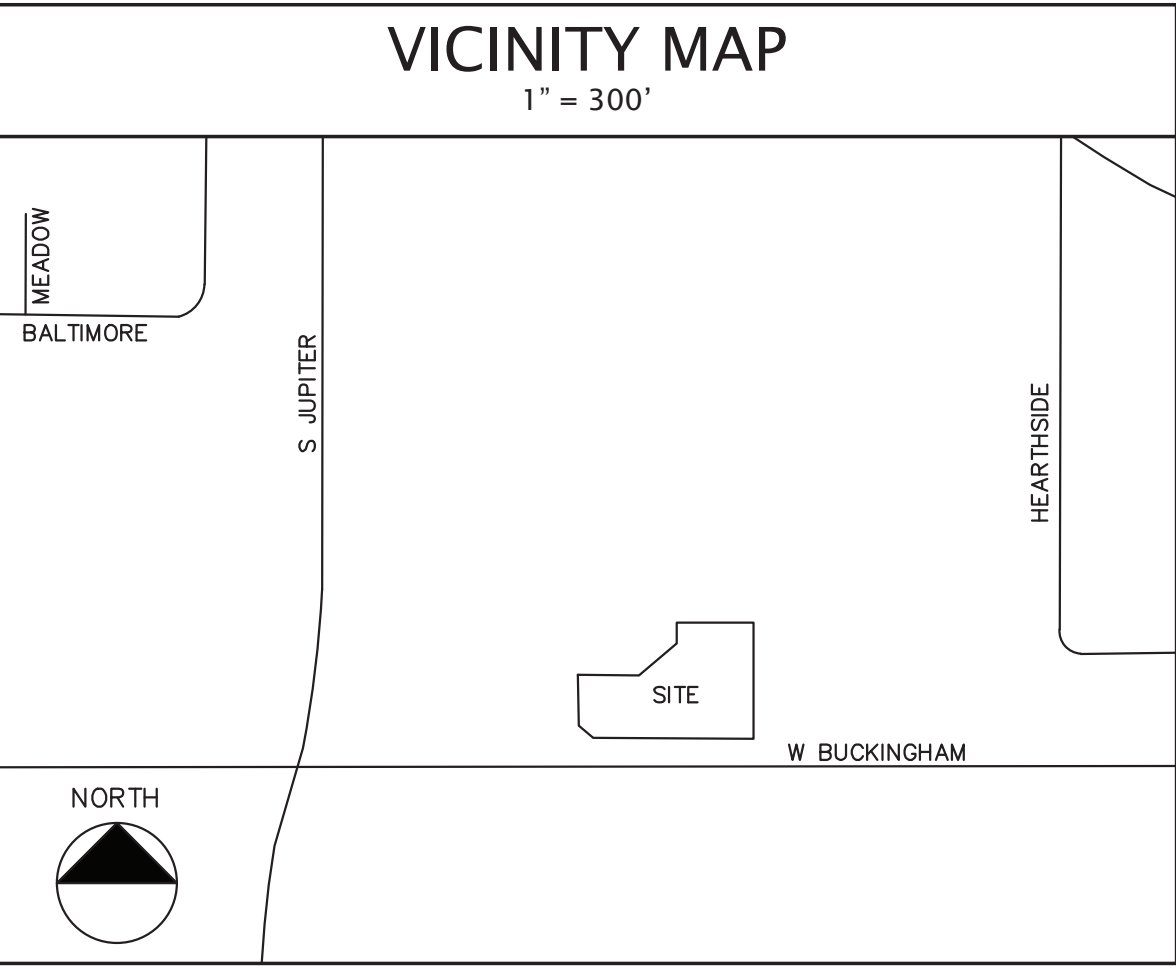
LEGEND	
	BUILDING
	DUMPSTER
	DRIVES
	SIDEWALKS
	GREENSPACE/LANDSCAPING

PLAN NOTES:
THIS SITE PLAN IS FOR CITY OF GARLAND CONCEPT PLAN / SUP REVIEW ONLY AND DOES NOT REPRESENT FINAL CONSTRUCTION DOCUMENTS.

BUILDINGS, DRIVEWAYS, PARKING, SIDEWALKS, UTILITIES, FIRE LANES AND ACCESS SHOWN ARE CONCEPTUAL FOR PLANNING REVIEW ONLY. FINAL DESIGN SHALL BE SUBJECT TO CITY REVIEW AND APPROVAL DURING PERMITTING.

EASEMENT MODIFICATIONS SHOWN FOR CONCEPTUAL COORDINATION ONLY. FINAL LOCATIONS AND ABANDONMENT SUBJECT TO SEPARATE LEGAL DOCUMENTATION AND APPROVALS.

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.



OWNER:
VIBE 3401 BUCKINGHAM LLC
601 W PARKER ROAD; STE. 106
PLANO, TX 75023
(469) 708-4680 EXT. 701

APPLICANT:
PARAS KHARA
601 W PARKER ROAD; STE. 106
PLANO, TX 75023
(469) 708-4680 EXT. 701

CONCEPT PLAN FOR:
PROPOSED CAR WASH
3401 W. BUCKINGHAM RD.
1.070 ACRES
PRE-SUBMITTAL CASE #:250731-2
A-1487
LEVI TURNER SURVEY
THE CITY OF GARLAND
DALLAS COUNTY, TEXAS

PREPARED BY:
LPSE Lobsinger & Potts Structural Engineering, Inc
PO Box 560215 The Colony, Texas 75056
817.488.9933 Fax 817.488.9937 Firm Reg. # 7290



W. BUCKINGHAM ROAD
(VARIABLE WIDTH R.O.W.)



GARLAND

CITY COUNCIL STAFF REPORT

3.b

Meeting Date: May 19, 2026

Title: Z 26-07 Srinivas Chaluvadi (District 7)

Submitted by: Elisa Morales, Administrative Services Manager

Strategic Focus Area: Growing Economic Base

Issue / Summary

Zoning Ordinance Z 26-07 Srinivas Chaluvadi.

Background

Zoning Case Z 26-07 was approved via public hearing during the May 5, 2026 Regular Meeting.

Consideration / Recommendation

Consider adoption of the attached ordinance.

Attachments

- A. Z 26-07 Ordinance
- B. Z 26-07 Exhibit A
- C. Z 26-07 Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING (1) AN AMENDMENT TO PLANNED DEVELOPMENT DISTRICT 15-43 (PD 15-43) TO MODIFY PARKING STANDARDS AND ADOPT THE CURRENT OFF-STREET PARKING REQUIREMENTS OF THE GARLAND DEVELOPMENT CODE ON A 2.05 ACRE TRACT OF LAND ADDRESSED AS 6313 NORTH PRESIDENT 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 13th day of April 2026, the Plan Commission did consider and make recommendations on a certain request for (1) an Amendment to Planned Development District 15-43 (PD 15-43) to modify parking standards for the subject property and adopt the current off-street parking requirements of the Garland Development Code (GDC) by **SRINIVAS CHALUVADI** 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) an Amendment to Planned Development District 15-43 (PD 15-43) to modify parking standards for the subject property and adopt the current off-street parking requirements of the Garland Development Code (GDC) on the property addressed as 6313 North President 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, 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 26-07

PASSED AND APPROVED this _____ day of _____,
2026.

THE CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 26-07

All of Lot 1, Block 1 of TOWERS AT SPRING CREEK ADDITION, an addition to the City of Garland, Dallas County, Texas according to the plat thereof recorded under Clerk's File No. 201700350408, Official Public Records, Dallas County, Texas, and more particularly described as follows:

Beginning at a found $\frac{1}{2}$ inch iron rod in the south line of State Highway 190 (President George Bush Turnpike) for the northwest corner of said Lot 1, Block 1;

Thence South 58 degrees 02 minutes 20 seconds East, along said south line, same being the north line of said Lot 1, Block 1, a distance of 422.98 feet to a found $\frac{5}{8}$ inch iron rod capped "Adams Surveying Company" for corner;

Thence South 53 degrees 21 minutes 5 seconds East, continuing along said common line, a distance of 18.80 feet to an "X" in concrete for the northeast corner of said Lot 1, Block 1, same being the northwest corner of Lot 2, Block 1, Towers at Spring Creek Addition;

Thence South 32 degrees 06 minutes 56 seconds West, departing said common line and along the common line of said Lots 1 and 2, Block 1, a distance of 87.36 feet to a

EXHIBIT A

ZONING FILE NO. Z 26-07

found 5/8 inch iron rod capped "Adams Surveying Company" for corner;

The next 3 calls are continuing along said common line of Lots 1 and 2, Block 1:

1. Thence North 57 degrees 53 minutes 04 seconds West, a distance of 97.70 feet to a found 5/8 inch iron rod capped "Adams Surveying Company" for corner;

2. Thence South 32 degrees 06 minutes 56 seconds West, a distance of 128.25 feet to a found 5/8 inch iron rod for corner;

3. Thence North 57 degrees 53 minutes 04 seconds West, a distance of 400.66 feet to a found "X" in concrete in the east line of Mansions Drive, same being the west line of said Lot 1, Block 1, for corner, said corner also being the beginning of a curve to the left having a radius of 505.00 feet, a central angle of 22 degrees 08 minutes 26 seconds, a chord that bears North 43 degrees 01 minutes 53 seconds East with a distance of 193.93 feet;

Thence Northeasterly along said common line an arc distance of 195.15 feet to a set 5/8 inch iron rod capped "Neel-Schaffer" for corner;

EXHIBIT A

ZONING FILE NO. Z 26-07

Thence North 31 degrees 57 minutes 40 seconds East, continuing along said common line, a distance of 5.48 feet to a found "X" in concrete for corner;

Thence North 76 degrees 57 minutes 40 seconds East a distance of 28.28 feet to the Point of Beginning, and containing 89,493.89 square feet or 2.054 acres of land, more or less.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 26-07

6313 North George Bush Highway

- I. Statement of Purpose:** The purpose of this Planned Development is to modify the parking requirements.
- 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 Planned Development (PD) District 15-43 with underlying standards from PD 12-41 as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Specific Conditions:**
- A. Off- street parking requirements for the subject property shall be provided in accordance with the Garland Development Code Land Use Matrix that is effective on day of the approval of this ordinance.
 - B. The existing parking provided on site is permitted to exceed the minimum number of required parking by 16 spaces and shall not be subject to the provisions of Section 4.20(K) that is effective on day of the approval of this ordinance.



GARLAND

CITY COUNCIL STAFF REPORT

4

Meeting Date: May 19, 2026

Title: Parking Restrictions on Marquis Road and Wood Drive

Submitted by: Paul Luedtke, Director of Transportation

Strategic Focus Area: Safe Community
Vibrant Neighborhoods and Commercial Centers

Issue / Summary

Approve an ordinance for parking restrictions along Marquis Road and Wood Drive. Council considered this item at the May 4, 2026 Work Session.

Background

Parking restrictions along Marquis Road and Wood Drive were researched by the Transportation Department per the request of the TIM Committee. These parking restrictions were the result of that effort. Council considered this item at the May 4, 2026 Work Session.

Consideration / Recommendation

Approve the attached ordinance as presented. Council considered this item at the May 4, 2026 Council Work Session.

Attachments

A. Ord No ____ - Marquis & Wood Parking 2026 - TL rev

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 33.48(A), "PROHIBITED AT ALL TIMES," OF ARTICLE IV, "STOPPING, STANDING AND PARKING," OF CHAPTER 33, "TRANSPORTATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SETION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Section 33.48(A), "Prohibited at all times," of Article IV, "Stopping, Standing and Parking," of Chapter 33, "Transportation," of the Code of Ordinances, City of Garland, Texas, is hereby amended by making the following additions and deletions in the chart therein:

Section 33.48 **Prohibited at all times.**

- (A) When signs are erected, or curbs painted giving notice thereof, no person shall park a vehicle at any time upon any of the streets or sides of streets or portions thereof hereafter enumerated:

Street	Extent	Side
...	...	...
S. Jupiter Road	Forest Lane to W. Miller Road	Both
<u>Kings Road</u>	<u>Marquis Drive to 900 feet South of Marquis Drive</u>	<u>Both</u>
E. Kingsley Road	S. First Street to Broadway Boulevard	Both
...	...	...
Marion Drive	Resistol Road south 450 feet to Inwood	Both
Marquis Drive	Jacobson Road to 470 feet east of Jacobson Road	North
Marquis Drive	Jupiter Road to 1350 feet east of Jupiter	Both

Marquis Drive	S. Jupiter Road to <u>350 feet east of</u> Miller Park Drive	Both
Mayfield Avenue	W. Centerville Road to Niagara Drive	South
...	...	...
Wolverton Court	Whitecastle Way to Whitecastle Way	Exterior Circle
Wood Drive	300 feet east of Industrial Lane to 300 feet west of Industrial Lane Jupiter Road to <u>1850 feet east of</u> Jupiter Road	South <u>North</u>
<u>Wood Drive</u>	<u>Longnecker Drive to</u> <u>300 feet west of</u> <u>Longnecker Drive</u>	<u>North</u>
Wood Drive	S. Shiloh Road to <u>1000 feet west of</u> <u>Shiloh Road</u> Market Street	Both <u>North</u>
Wood Drive	Jupiter Road to <u>Shiloh</u> <u>Road</u> Industrial Lane	South
Wyndham Court	Whitecastle Way to Whitecastle Way	Exterior Circle
...	...	...

...

Section 2

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

Section 3

That Chapter 33 of the Code of Ordinances of City of Garland, Texas, shall 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 _____ day of May, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND

CITY COUNCIL STAFF REPORT

5

Meeting Date: May 19, 2026

Title: Parking Restrictions on Sixth Street Alley and Visitor Parking for Ron Jones Municipal Building

Submitted by: Paul Luedtke, Director of Transportation

Strategic Focus Area: Safe Community
Commercially Thriving Downtown
Vibrant Neighborhoods and Commercial Centers

Issue / Summary

Approve an ordinance for parking restrictions on Sixth Street Alley and Visitor Parking for Ron Jones Municipal Building. Council considered this item at the May 4, 2026 Work Session.

Background

Parking in the alley between Sixth Street and Seventh Street is impeding through traffic. Parking restrictions are needed in the downtown area to assist with sufficient parking spaces and traffic flow. Lack of time-limited parking in the visitor lot for the Ron Jones Municipal Building is resulting in local employees parking there all day.

Consideration / Recommendation

Approve the attached ordinance. Council considered this item at the May 4, 2026 Council Work Session.

Attachments

A. Ord No _____ - Main St Alley Parking - TL rev

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 33.48(A), "PROHIBITED AT ALL TIMES," OF ARTICLE IV, "STOPPING, STANDING AND PARKING," OF CHAPTER 33, "TRANSPORTATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SETION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Section 33.48(A), "Prohibited at all times," of Article IV, "Stopping, Standing and Parking," of Chapter 33, "Transportation," of the Code of Ordinances, City of Garland, Texas, is hereby amended by adding the following into the chart therein:

Section 33.48 **Prohibited at all times.**

- (A) When signs are erected, or curbs painted giving notice thereof, no person shall park a vehicle at any time upon any of the streets or sides of streets or portions thereof hereafter enumerated:

Street	Extent	Side
...	...	...
Nickens Road	500 feet west of Broadway Boulevard to Hartford Drive	North
<u>North/South Alley Between Sixth Street and Seventh Street</u>	<u>Main Street to 100 feet north</u>	<u>Both</u>
Northwest Highway	400 feet north of Birchwood Drive to south	Both
...	...	...

...

Section 2

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

Section 3

That Chapter 33 of the Code of Ordinances of City of Garland, Texas, shall 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 day of May, 2026.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND

CITY COUNCIL STAFF REPORT

6

Meeting Date: May 19, 2026

Title: ChildCareGroup Lease Agreement Extension

Submitted by: Becky King, Managing Director-Office of Neighborhood Vitality

Strategic Focus Area: Enhanced Quality of Life through Amenities Arts and Events

Issue / Summary

Approve a multi-year lease agreement negotiated with ChildCareGroup for the City-owned property located at 625 E. Avenue B for an additional three (3) year term. Council considered this item at the May 18, 2026 Work Session.

Background

Since 1956, ChildCareGroup (CCG), a nonprofit childcare provider, has leased property at 625 E. Avenue B from the City of Garland. The last lease extension commenced May 1, 2021, for a term of five years. ChildCareGroup has communicated their desire to renew the existing lease agreement with the City.

Extending the lease agreement for an additional three years will keep this CCG program location operational for low-income families and provide the City with ample time to evaluate the property's most effective long-term use.

Consideration / Recommendation

Staff recommends the approval of the requested lease agreement extension.

Attachments

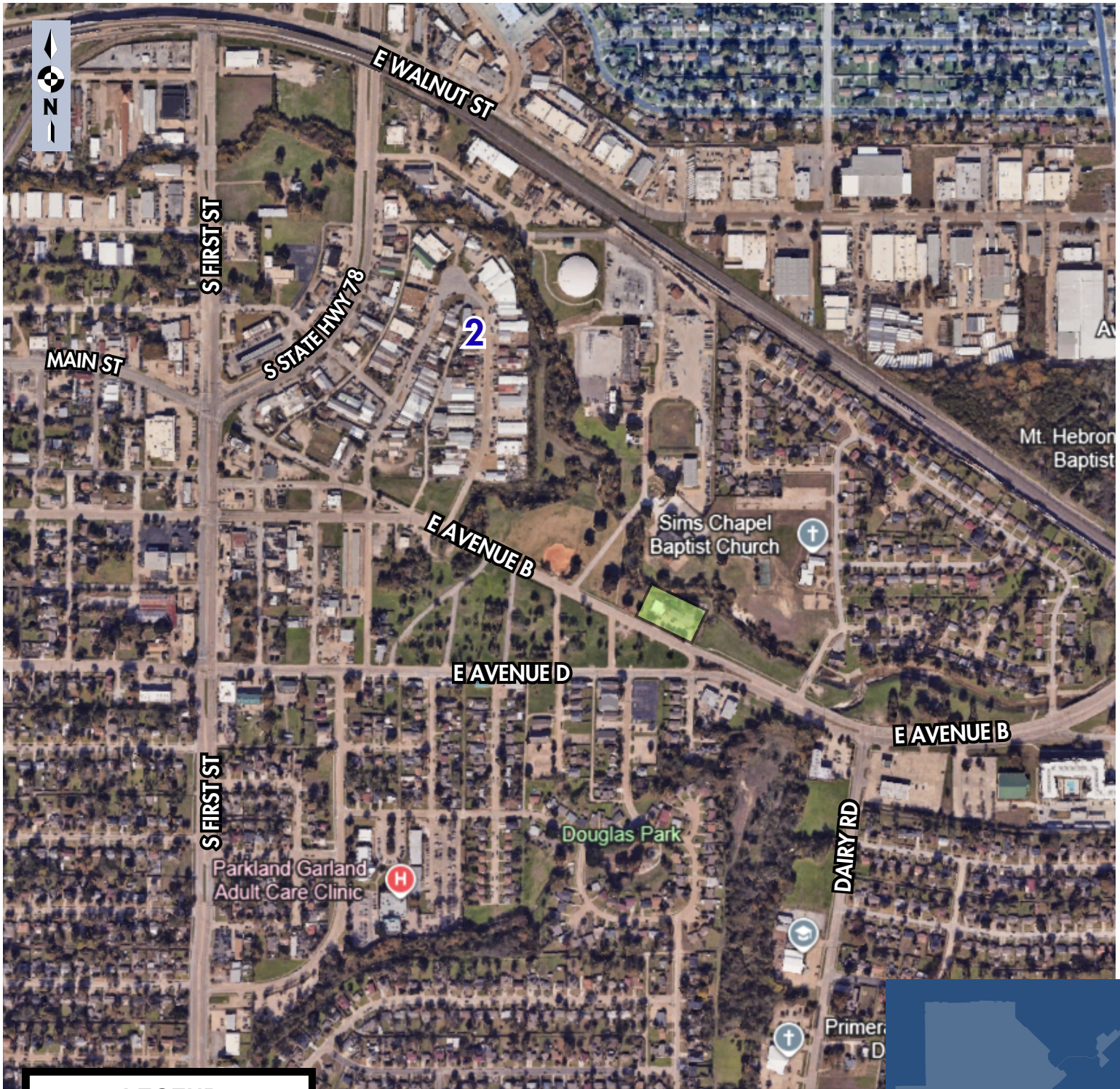
- A. ChildCareGroup Location Map
- B. ChildCareGroup_625 E. Ave B_CoG Lease AGMT_2026-2029



GARLAND

TEXAS MADE HERE

ChildCare Group
625 E. Avenue B
Garland, TX
District 2



LEGEND



625 E. Avenue B
(ChildCareGroup)





GARLAND

TEXAS MADE HERE

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered between the City of Garland, a Texas Home-Rule Municipality ("Landlord" or "City"), and ChildCareGroup, a Texas nonprofit corporation ("Tenant") as identified in the Terms and Conditions ("Terms") for the times and dates indicated therein, which is attached hereto as **Exhibit "A"** and incorporated herein by reference. In the event of an express conflict between this Lease and the Terms, the provisions of the Terms shall control.

W I T N E S S E T H

1. **Agreement to Lease.** Subject to the terms and conditions of this Lease, Landlord hereby grants, demises and lets to Tenant, and Tenant hereby hires and takes as tenant of Landlord, the premises located at 625 East Avenue B in Garland, Dallas County, Texas, and being more particularly described in **Exhibit "B"** ("Premises"). Any concessions, and use of City owned concession facilities located on or within the Premises, shall be under the terms and conditions of the Concessions Agreement, which is attached hereto as **Exhibit "C,"** and incorporated herein by reference.

2. **Term.** The term of this Lease shall commence ("Effective Date") and shall end ("Termination Date") as described in the Terms, unless sooner terminated as provided herein.

3. **Use.** The leased Premises are to be used and occupied by Tenant as a non-profit for the times and purposes indicated in the Terms. Landlord shall make the Premises available to the Tenant at the times specified in the Terms for any set-up required prior to the event. Tenant shall not use or permit the use of the Premises, or any part thereof, for any purpose other than as stipulated without the written consent of Landlord.

4. **Rent; Deposit.** Tenant shall pay Landlord the rent amount under the terms and conditions indicated within the Terms. Tenant shall pay Landlord the deposit amount indicated within the Terms.

5. **As Is Condition.** After execution of this Lease, but prior to the Effective Date, Tenant shall have the right to enter onto the Premises and to have full access to the Premises for the purpose of conducting such inspections, investigations, studies and tests as Tenant may deem fit. In the event that Tenant determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Premises is not satisfactory for Tenant's purposes or is not suitable for Tenant's intended use, then Tenant shall deliver written notice of such determination to Landlord on or before the Effective Date. Tenant, by entry of the Premises under this Lease, accepts the Premises "**AS IS - WHERE IS, WITH ALL FAULTS**" in the present state of repair. Tenant has been given the opportunity to perform, such inspections, investigations, studies, and tests as Tenant has deemed appropriate and Tenant has satisfied itself, without any representation or warranty on the part of Landlord or anyone acting on Landlord's behalf, that the Premises are fit and satisfactory in all respects for Tenant's purposes.

TENANT ACKNOWLEDGES THAT LANDLORD EXPRESSLY DISCLAIMS AND TENANT EXPRESSLY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, USEABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, AND TENANT FURTHER ACKNOWLEDGES THAT LANDLORD HAS NOT MADE ANY OTHER REPRESENTATIONS TO TENANT AS TO WHETHER OR NOT THE PREMISES ARE FIT AND SATISFACTORY FOR THE USE INTENDED BY TENANT. LANDLORD DISCLAIMS RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION RELATING TO THE PREMISES, WHETHER PROVIDED BY LANDLORD OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, LANDLORD MAKES NO REPRESENTATIONS OF ANY NATURE REGARDING THE PREMISES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT, OR FUTURE, CONCERNING: (I) THE NATURE AND CONDITION OF THE PREMISES, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH TENANT MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL SUBSTANCES, HAZARDS OR CONDITIONS OR PRESENCE OF ANY ENDANGERED OR PROTECTED SPECIES THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; (III) THE COMPLIANCE OF THE LAND OR ITS OPERATION WITH ANY LAW, ORDINANCE OR REGULATION OF ANY

FEDERAL, STATE, OR LOCAL GOVERNMENTAL AUTHORITY; AND (IV) WHETHER OR NOT THE PROPERTY CAN BE DEVELOPED OR UTILIZED FOR ANY PURPOSE. FOR PURPOSES HEREOF, "ENVIRONMENTAL SUBSTANCES" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCE" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9601 ET.SEQ., AS AMENDED, (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261, ET. SEQ., AS AMENDED, (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATION OILS, (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C.A. SECTION 651 ET. SEQ., AS AMENDED, (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C.A. SECTION 6901 ET. SEQ., AS AMENDED, (F) ASBESTOS, (G) POLYCHLORINATED BIPHENYLS, (H) UNDERGROUND STORAGE TANKS AND WELLS, WHETHER EMPTY, ABANDONED, CAPPED, UNCAPPED, FILLED, OR PARTIALLY FILLED WITH ANY SUBSTANCE, (I) ANY SUBSTANCE, THE PRESENCE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS, AND (J) ANY OTHER SUBSTANCE WHICH BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS REQUIRES SPECIAL HANDLING OR NOTIFICATION OF GOVERNMENTAL AUTHORITIES IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

TO THE FULLEST EXTENT OF THE LAW, TENANT WAIVES AND DISCLAIMS ANY CAUSE OF ACTION THAT TENANT MAY NOW OR HEREAFTER HAVE OR OBTAIN AGAINST LANDLORD, ITS AGENTS, EMPLOYEES OR SERVANTS ARISING FROM THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

TENANT FURTHER AGREES TO INDEMNIFY AND HOLD LANDLORD AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER CHARACTERIZED AS ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR BASED ON STRICT LIABILITY AND EXPRESSLY INCLUDING THOSE CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN), OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES

TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

6. **Fixtures, Improvements, and Liability for Loss or Damage to Property.** Tenant acknowledges that as part of the consideration for entering into this Lease, Tenant may have the obligation to make certain capital improvements to the Premises, which are more fully described in **Exhibit "D,"** attached hereto and incorporated herein by reference for all purposes. Title to any fixtures and improvements constructed by Tenant and attached to the Premises shall transfer to the City of Garland upon termination of this Lease, unless otherwise agreed upon in writing by both Parties. Prior to constructing any improvements or attachments on the Premises, Tenant must first obtain written authorization from the City. As of the Execution Date, Tenant is authorized to construct and attach to the Premises the improvements detailed in **Exhibit "E,"** attached hereto and incorporated herein by reference for all purposes. During the term of this Lease, Tenant shall have a duty to maintain all fixtures and improvements in accordance with the provisions of below paragraphs 7 and 8. Personal property and chattel placed in or on the Premises shall be at the sole risk of Tenant or the owner of such property.

7. **No Waste or Contamination.** Tenant shall commit no waste of the Premises, including but not limited to any fixtures or improvements, and shall be responsible for any damages to the Premises, including but not limited to fixtures and improvements, caused by the activities of Tenant. Tenant shall, on the Termination Date or any earlier termination of this Lease, surrender the Premises clean, free of debris, and in substantially the same condition as received, except for normal wear and tear. Tenant may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Tenant shall be done in strict accordance with all applicable federal, state and local laws. Tenant shall, upon request, provide Landlord with copies of all chemical constituents and MSDS sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

8. **Maintenance.** Subject to the provisions of paragraph 7, Tenant must maintain, including performing any necessary repairs to conduct the approved use on the Premises, in

accordance with the Terms. Tenant shall maintain the Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal.

9. **Loss or Destruction of Property Leased.** If the Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the Tenant or the Tenant's employees, guests or invitees, either Landlord or Tenant may terminate the Lease at any time by giving written notice to the other.

10. **Tenant to Provide Insurance.** Tenant agrees to carry, during the term of this Lease, comprehensive general liability insurance insuring against bodily injury - including death - and property damage with a company or companies qualified to do business and to write insurance in the State of Texas. The policy or policies shall name Landlord as an additional insured and shall provide coverage of at least **\$500,000.00** for bodily injury or death, per occurrence, and **\$1,000,000.00** for property damage, per occurrence. The cost of premiums for all such policies shall be paid by Tenant and the policy or policies shall bear an endorsement providing at least ten (10) days written notice to Landlord of cancellation or material alteration. Tenant shall provide the Landlord with a copy of the insurance policy listing the Landlord as an additional insured and reflecting the required minimum coverage amounts herein at the time of executing this Lease. Also, Tenant shall provide the Landlord with a copy of the insurance policy on an annual basis throughout the term of the lease beginning on the 1st anniversary of the Effective Date and continuing on the same date throughout the term of this Lease.

11. **Assignment or Sublease.** Tenant shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of the Landlord, which may be denied for any reason or no reason at all.

12. **Utilities.** Unless otherwise provided for in the Terms, Tenant shall pay, during Tenant's occupancy of the Premises, for all utilities and services, if any, supplied to the Premises, and Tenant shall not cause or suffer the imposition of any lien against the Premises arising from the provision of any utility or related services. Tenant shall be and remain

a customer of the City for solid waste, water, and wastewater services throughout the Term of this Lease.

13. **Right to Audit; Inspections**. Tenant grants Landlord the right to enter into and upon the Premises to conduct routine inspections of the Premises and to the extent necessary to determine Tenant is in compliance with the material terms of this Lease, to conduct compliance audits of Tenant's business records. In the event Landlord elects to do a compliance audit to confirm Tenant is maintaining the minimum insurance requirements, is operating its business as described in above paragraph 3, and is in conformance with all material provisions of this Lease, Landlord shall give Tenant written notice three business days in advance of entering the Premises to conduct a compliance audit.

14. **Termination**. This Lease may be terminated by Landlord, for cause, upon thirty (30) days written notice to Tenant. "Cause" shall be deemed to be any of the following, separately or in any combination:

(A) Failure to maintain insurance coverage on the Premises or provide Landlord proof thereof upon demand;

(B) Failure to maintain the Premises in accordance with the provisions of paragraph 8 or applicable laws, rules or regulations;

(C) Use of the Premises in violation of paragraph 3; or

(D) Failure to comply with any material provision of this Lease.

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

16. **Waiver**. Either Landlord or Tenant shall have the right to waive any requirement contained in this Lease which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective

only if in writing executed by the party for whose benefit such requirement is intended.

17. **Governing Law.** This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Lease are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Lease shall be in Dallas County, Texas.

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

19. **Complete Agreement.** This Lease contains the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Landlord nor Tenant has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

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

21. **Gender.** Within this Lease, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

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

23. **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

24. **Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

25. **No Waiver of Immunity or Defense.** No party, by execution of this Lease, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

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

27. **Non-Discrimination.** Tenant promises and warrants that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of

1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied access or benefits of, or be otherwise subjected to discrimination under any program, activity, or transaction on the Premises.

28. **Signature Authority.** Both Parties represent, warrant, and agree that they have the full right and authority to enter into this Lease, and that the person executing this Lease on behalf of the respective Party has the full right and authority to enter into this Lease and bind the Party to each and every obligation contained herein. Tenant understands and acknowledges that Landlord cannot be lawfully held responsible for any obligation contained herein and this Lease cannot be amended, without the authorization of the City Council of the City of Garland and executed by the Mayor of the City of Garland.

EXECUTED as of the ____ day of _____, 20____.

LANDLORD:

City of Garland, a Texas
Home-Rule Municipality

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

ChildCareGroup, a Texas
nonprofit corporation

By: _____

Name: _____

Title: Chief Executive Officer

Date: _____

Address:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
ATTN: City Manager

Address:

ChildCareGroup
3000 Pegasus Park Drive
Suite 800
Dallas, Texas 75247
ATTN: C.E.O.

[acknowledgment page follows]

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on this ____ day
of _____, 20____, by _____,
Mayor of the City of Garland, Texas, on behalf of the City.

[SEAL]

Notary Public in and for the
State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this ____ day
of May, 20 26, by _____,
as Chief Executive Officer acting on behalf of ChildCareGroup.

[SEAL]

Notary Public in and for the
State of Texas



GARLAND

TEXAS MADE HERE

EXHIBIT "A" TERMS AND CONDITIONS FOR LEASE

This Lease is administered by the Neighborhood Vitality Department of the City of Garland, Texas ("City"), and is made and entered into between the **City of Garland, a Texas Home-Rule Municipality** ("LANDLORD") AND **ChildCareGroup, a Texas nonprofit corporation** ("TENANT" or "CCG").

TENANT is prohibited from and hereby agrees not to lease, sublease, or assign this Lease, or any part thereof, except on prior written consent of City or as authorized in this Lease. In the event written consent is granted, TENANT shall submit the written contract from assignee or subTENANT stating all provisions regarding utilization of Premises and fees to be paid to the TENANT. The contract must be submitted for the approval of City prior to entering into an agreement with subTENANT or assignee.

1.0 Agreement Period; Location; LEASE Fee; Deposit:

- 1.1 TERM: The term of this Lease shall commence on **May 2, 2026** and end on **May 1, 2029** ("Term"). However, notwithstanding any other provision contained herein, or within the Lease, prior to the expiration of the Term, this Lease shall terminate upon 180 days written notice and TENANT shall at its own expense remove the building from the Premises and will restore the site to its original condition..
- 1.2 PREMISES: The Premises is located at the following address 625 East Avenue B, Garland, Dallas County, Texas, and is more particularly described in **Exhibit "B"** of the Lease ("Premises").
- 1.3 RENT: In consideration for TENANT'S use of the Premises, TENANT shall pay LANDLORD rent in the amount of **\$1.00** per year, in full and in advance.
- 1.4 DEPOSIT: TENANT shall pay LANDLORD a non-refundable security deposit of **\$1.00** within 10 business days of executing this LEASE.
- 1.5 UTILITIES: The TENANT is responsible for all utilities: X YES NO

1.5.1 Party responsible for utilities:

	Landlord ("City")	Tenant ("CCG")
Solid Waste		X
Electric		X
Water/Sewer		X

- 1.5.2 Unless otherwise provided for below, TENANT shall use City of Garland as its exclusive utility provider for services provided to the Premises.

- 1.5.3 Miscellaneous Utility Provisions: _____

2.0 Allowed Use:

- 2.1 TENANT is granted permission to conduct the following activities on the Premises during the Term of this Lease ("Use"):
Provide early childhood development and parent education, and associated community-building activities.
-
- 2.2 NON-EXCLUSIVE: This LEASE is non-exclusive as between the TENANT and LANDLORD and LANDLORD retains primacy and the absolute right to use the Premises at any time.
- 2.3 MISCELLANEOUS OR SPECIFIC ALLOWED USE PROVISIONS:
- 2.3.1 TENANT may use City owned waste containers for reasonable amount of trash and debris generated by TENANT, in its normal operations, and in connection with the allowed Use.
- 2.3.2 PARKING: TENANT may use the parking spaces designated by LANDLORD and located upon City property adjacent to the Premises for any vehicle directly connected with the allowed Use.

3.0 Premises Maintenance:

- 3.1 TENANT shall have responsibility to maintain Premises during the Term of this Lease. TENANT is expected to maintain and keep in good condition the interiors and exteriors of Premises, including any grounds or real property immediately adjacent to the Premises and used by TENANT.
- 3.2 TENANT is responsible for keeping all Premises operated by TENANT in good condition. Any damage to the Premises or City equipment during the Term must be repaired in a timely manner. TENANT is responsible for year-round maintenance of the Premises. Failure to maintain or repair damages to Premises shall be grounds for prohibition of any activity by TENANT on the Premises until the repair is made to LANDLORD's satisfaction. If TENANT does not make repairs in time frame set by LANDLORD, repairs will be made by LANDLORD and the TENANT shall be charged all expenses for the repairs.
- 3.3 STORAGE: TENANT will store maintenance equipment and supplies in LANDLORD approved storage areas. Personal property, materials, or equipment must be stored in a clean and organized manner. Only items related to the allowed Use may be stored on the Premises. LANDLORD reserves the right to remove and dispose of improperly stored maintenance equipment or materials. Only locks and keys issued by LANDLORD may be used to secure storage Premises.
- 3.4 Access to TENANT owned improvements and buildings on the Premises shall be granted to City of Garland employees, agents, and officers in the exercise of government functions. TENANT shall provide a key to all TENANT owned improvements and buildings located on the Premises to LANDLORD.
- 3.5 All TENANT Premises repairs requested by LANDLORD shall be completed by the requested date. Failure to complete repairs may result in delay to TENANT's use of the Premises until repairs or corrections are completed.
- 3.6 TENANT shall remove all equipment and personal property that is portable and not of permanent nature from the site within thirty days of the Lease Termination Date. If

equipment is not removed from site after thirty days, LANDLORD has authority to take possession and/or dispose of this equipment.

4.0 Premises Improvements by LANDLORD:

- 4.1 TENANT shall submit a written request, with design drawings, to LANDLORD for TENANT to perform Premises improvements to the Premises. Upon confirmation that TENANT's request meets all applicable City codes and regulations and upon a determination, in its sole discretion, as to whether the proposed improvements are beneficial to the City, LANDLORD may issue written authorization for work to proceed. TENANT may not begin work on any Premises improvements without prior written consent of LANDLORD to proceed.
- 4.2 Any unauthorized structures, building installations or additions on City owned property shall be removed by TENANT at TENANT'S sole cost and expense.
- 4.3 LANDLORD must approve irrigation systems installed and maintained by TENANT. Any grass or other landscaped areas identified by LANDLORD as the TENANT's responsibility shall be maintained year round.

5.0 Articles of Formation: TENANT shall provide LANDLORD a copy of its Articles of Formation filed with the Secretary of State, contemporaneously with the execution of this LEASE.

6.0 Criminal Background Checks: TENANT, if providing youth activities, shall conduct criminal background checks on any person holding a position within the organization. This shall include, but is not limited to, elected/appointed board members/officers, coaches, assistant coaches, referees/officials, scorekeepers, concession volunteers, promotional volunteers, equipment managers, and Premises managers. It shall be the sole responsibility of the TENANT to conduct all criminal background checks.

7.0 Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or partnership nor of venture, it is being expressly understood and agreed that no provision contained herein nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship between the City of Garland as a governmental entity, and its citizens, in a regulatory matter governing the use of Premises and the conduct of activities related thereto. The TENANT shall not represent to any person, by any means, that it acts for or on behalf of the City, unless expressly so authorized in writing by the City.

8.0 Independent Contractor:

- 8.1 While engaged in carrying out and complying with the terms and conditions of this Lease, the TENANT is, and shall be, an Independent Contractor and shall not, with respect to its acts or omissions, be deemed an officer, employee or agent of the City. The TENANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City.
- 8.2 TENANT is and shall be an Independent Contractor, with full, complete and exclusive power and authority to direct, supervise, and control its own employees and agents and to determine the method of the performance of the activities covered hereby. The fact that the City's representative shall have the right to observe TENANT'S work during his performance and to carry out the other prerogatives which are expressly reserved to and vested in the City's representative hereunder, is not intended to and shall not at any time change or affect the status of the TENANT as an Independent

Contractor with respect to either the City's representative or to the TENANT'S own employees or agents or to any other person, firm or corporation.

9.0 Miscellaneous/Additional Provisions:

** For any additional Miscellaneous Provisions, see attached Exhibit A-1, which is incorporated herein by reference.*

Exhibit B
("Premises")

625 East Avenue B (DCAD Parcel ID: 26250600020019900)

Being situated in the William Turner Survey, Abstract No. 1483, Garland, Dallas County, Texas, and being a part of Lot 3, Block 2, G.P. & L. Addition, an addition to the City of Garland, Texas, as recorded in Volume 2002117, Page 125, of the Official Public Records of Dallas County, Texas, and being a portion of that same property described in Agreement of Lease between the City of Garland, Texas, Lessor, and Dallas Day Nursery, Lessee, dated April 12, 1956, and being more particularly described as follows:

Beginning at the southeast corner of that certain 33.7 acre tract described in Warranty Deed from Fletcher White and wife, Lucille White, to the City of Garland, Texas, as recorded in Volume 1894, Page 307, of the Deed Records of Dallas County, Texas, and being in the northeasterly right-of-way line of East Avenue B (State Highway No. 66, formerly known as Farm Road 7);

THENCE North 00 deg. 20 min. East a distance of 254.7 feet to a point for corner;

THENCE North 70 deg. 00 min. West a distance of 59 feet to a point for corner;

THENCE South 83 deg. 30 min. West a distance of 142 feet along the south bank of Pickett's Branch to a point for corner;

THENCE South 26 deg. 00 min. West a distance of 144.2 feet to a point for corner in said northeasterly right-of-way line of East Avenue B (State Highway No. 66, formerly known as Farm Road 7);

THENCE South 64 deg. 00 min. East with said right-of-way line 290 feet to Point of Beginning, less and except any and all right-of-way conveyed to or standing in the name of the State of Texas (the "Property");

together with (i) approximately **7,440 square feet** of buildings and other improvements owned by Tenant located on the Property (as further described in Exhibits D and E, the "Tenant Buildings and Improvements"), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Landlord in and to adjacent public roadways or public alleys, and rights of ingress and egress thereto, and (iii) strips and gores between the Property and abutting properties (collectively, the "Premises").

Exhibit C
("Concessions Agreement")

Not applicable

Exhibit D
("TENANT BUILDINGS")

BUILDING 1

Desc: DAY NURSERY		Total Area: 4,640 sqft	Year Built: 1970
1	Construction		Depreciation
	Construction:	D-WOOD FRAME	Physical: 60%
	Foundation (Area):	CONCRETE BEAM (4,640 sqft)	Functional: + 0%
	Net Lease Area :	4,640 sqft	<u>External:</u> + <u>0%</u>
	# Stories:	1	Total: = 60%
	# Units:	0	Quality: AVERAGE
	Basement (Area):	NONE	Condition: GOOD
	Heat:	CENTRAL HEAT	
	A/C:	CENTRAL A/C	

BUILDING 2

Desc: DAY NURSERY		Total Area: 2,800 sqft	Year Built: 1995
2	Construction		Depreciation
	Construction:	S-PRE- ENGINEERED STEEL BLDGS	Physical: 60%
	Foundation (Area):	CONCRETE SLAB (2,800 sqft)	Functional: + 0%
	Net Lease Area :	0 sqft	<u>External:</u> + <u>0%</u>
	# Stories:	1	Total: = 60%
	# Units:	0	Quality: AVERAGE
	Basement (Area):	NONE	Condition: GOOD
	Heat:	CENTRAL HEAT	
	A/C:	CENTRAL A/C	

Building 1 and Building 2, as described herein, together are described as "Tenant Buildings" for all purposes.

Exhibit E
("TENANT IMPROVEMENTS")

Parking lot improvements, landscaping and hardscaping, fencing, playground structures, wood decking and any other capital improvements constructed, installed, affixed, or attached by Tenant onto, upon, and within the boundaries of the Property.

Tenant Buildings and Tenant Improvements, as described herein, together are described as "Tenant Buildings and Improvements" for all purposes.



GARLAND

CITY COUNCIL STAFF REPORT

7.a

Meeting Date: May 19, 2026

Title: Consider a request by Jose Murga, requesting approval of 1) a Specific Use Provision (SUP) for a Restaurant, Drive-Through use on property zoned Community Retail (CR) District and 2) a concept plan for a Restaurant, Drive-Through use. The site is located at 480 West Interstate Highway 30 in District 3.

Submitted by: Elisa Morales, Administrative Services Manager

Strategic Focus Area: Growing Economic Base

Issue / Summary

Hold a public hearing and consider approval of 1) a Specific Use Provision (SUP) for a Restaurant, Drive-Through use on property zoned Community Retail (CR) District and 2) a concept plan for a Restaurant, Drive-Through use.

Background

PLAN COMMISSION RECOMMENDATION

On April 27, 2026, with a nine (9) to zero (0) vote, the Plan Commission recommended approval of a Specific Use Provision (SUP) for a Restaurant, Drive-Through use and the associated concept plan for 15 years.

LOCATION

480 West Interstate Highway 30

APPLICANT

Jose Murga

OWNER

Danh Nguyen

BACKGROUND

The applicant proposes to operate a Restaurant Drive-Through use, within an existing commercial building that is currently not in operation. The subject property has historically operated as a Restaurant, Drive-Through use and had tenants such as *Burger King*, *Williams Chicken*, and *JT Cajun Seafood & Wings*.

In 2000, a Specific Use Provision (SUP) was approved for a Restaurant, Fast Food use *Williams Chicken* for a period of twenty (20) years. That SUP has since expired and was specific to the original operator. The Garland Development Code (GDC) requires an SUP for a Restaurant, Drive-Through use in the Community Retail (CR) District.

SITE DATA

The subject property is approximately 0.67 acres in size and is developed with an existing 2,286 square foot commercial building. Access to the site is provided from Interstate Highway 30 Frontage Road. The site is fully developed and includes existing parking areas and a drive-through circulation pattern surrounding the building.

The proposal includes additional site improvements such as landscaping enhancements, designation of a loading space, and relocation of the refuse container in accordance with GDC.

USE OF PROPERTY UNDER CURRENT ZONING

The site is zoned Community Retail (CR) District. The Community Retail (CR) District is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A Community Retail (CR) District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low-density residential districts without significant buffering and screening features. An example of allowed use in a CR District is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a Community Retail (CR) District must be focused onto the major thoroughfare network. Development in a Community Retail (CR) District may not be designed in a manner that increases traffic through residential areas.

SITE DEVELOPMENT STANDARDS

1. Parking is calculated at a ratio of one (1) space per 100 square feet of gross floor area in accordance with Section 4.20 of the GDC. A total of 23 parking spaces are required, and 18 spaces are provided, resulting in a deficit of five (5) spaces. The applicant intends to pursue an Alternative Compliance request in accordance with Article 1, Division 2 of the GDC. Such request may include a shared parking agreement within 600 feet of the subject property or a parking study prepared by a certified traffic planner or licensed transportation engineer demonstrating that the existing parking supply is sufficient.
2. The applicant proposes to add a loading space in accordance with Section 4.22 of the GDC to improve site functionality.
3. The applicant proposes to relocate and reorient the refuse container as part of the proposed site improvements so it is not facing a public right-of-way and does not impede any parking lot spaces.
4. Landscaping is required in accordance with Chapter 4, Article 3 of the GDC due to the addition of the loading area and relocation of the refuse container which trigger partial landscape compliance pursuant to Section 4.29(B)(1) and (4). The required landscaping includes trees and shrubs in the landscape buffer. As there is a utility easement which overlaps the landscape buffer, the applicant will need to work with the Engineering Department to determine if trees or shrubs will be more appropriate during the building permit review process. The applicant will provide enhanced landscaping in interior parking areas and parking islands.

CONSIDERATIONS

Specific Use Provision

1. The SUP Time Period guide recommends 8 to 15 years for requests involved in partial redevelopment or site improvements to an existing development. The applicant requests the maximum allowed time period.
2. The request allows for the reuse of an existing commercial building that has historically operated as a drive-through restaurant.
3. No expansion of the building footprint or significant intensification of the use is proposed.
4. The proposal includes minor site improvements such as the addition of a loading space, landscaping enhancements and relocation of the refuse container to better align with current GDC standards.
5. The site has an existing parking deficit, and the applicant intends to pursue an Alternative Compliance request to address this deficiency.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends community centers for the subject site. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.

Community centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers.

The proposed Restaurant, Drive-Through use is consistent with the community center's designation, as it represents the reuse of an existing commercial site along the Interstate Highway 30 Corridor. The proposal supports continued commercial activity and reinvestment in the area without introducing a new or incompatible land use.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The property to the north is zoned Planned Development (PD) District PD 98-32 with a base zoning of CR District and is developed with a retail shopping center. The property to the south is zoned PD 19-37 with a base zoning of CR District and is developed with a pawn shop. Further south, properties are zoned Single Family (SF-7) District and are developed with single-family detached homes. The property to the west is zoned PD 19-37 and is developed with a pawn store's parking lot. The property to the east is zoned CR and is developed with a motel.

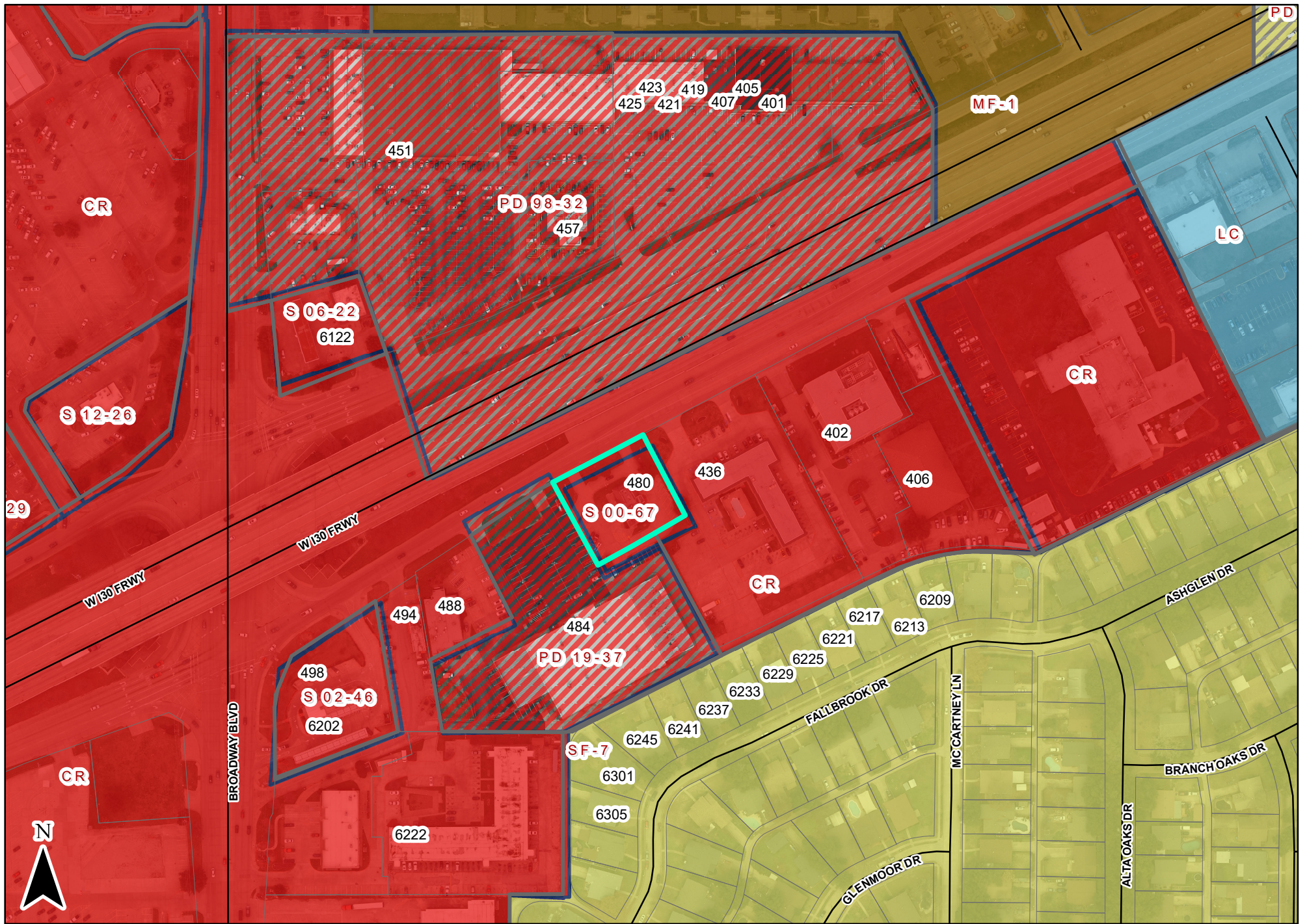
The surrounding area is predominantly developed with commercial and service-oriented uses along the Interstate Highway 30 Corridor, with residential uses located further to the south. The proposed use is consistent with the established commercial development pattern and is appropriate for a site located along a major transportation corridor. The reuse of the existing building for a similar commercial use will maintain compatibility with surrounding land uses. The drive-through reduces the need for additional parking due to its transient nature.

Consideration / Recommendation

Staff recommends approval of the SUP request for a Restaurant, Drive-Through use and the associated concept plan for a time period of 15 years, with the condition that the applicant provide enhanced landscaping in interior parking areas and parking islands, provide a loading space, and relocate the refuse container per GDC standards. This request is consistent with the Future Land Use Plan and is compatible with the surrounding commercial development pattern along the Interstate Highway 30 Corridor.

Attachments

- A. Z 26-10 Location Map
- B. Z 26-10 Concept Plan
- C. Z 26-10 SUP Conditions
- D. Z 26-10 Site Photos
- E. Z 26-10 Written Narrative
- F. Z 26-10 R&M
- G. Z 26-10 CC Responses
- H. Z 26-10 Staff Presentation



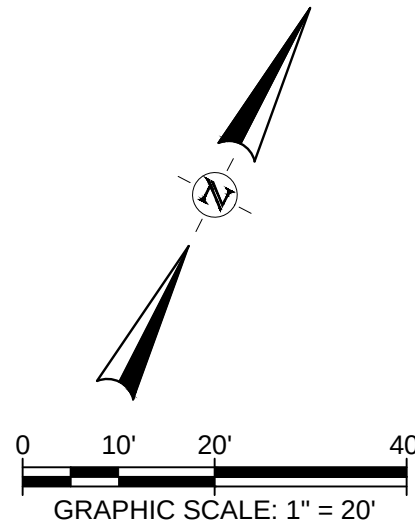
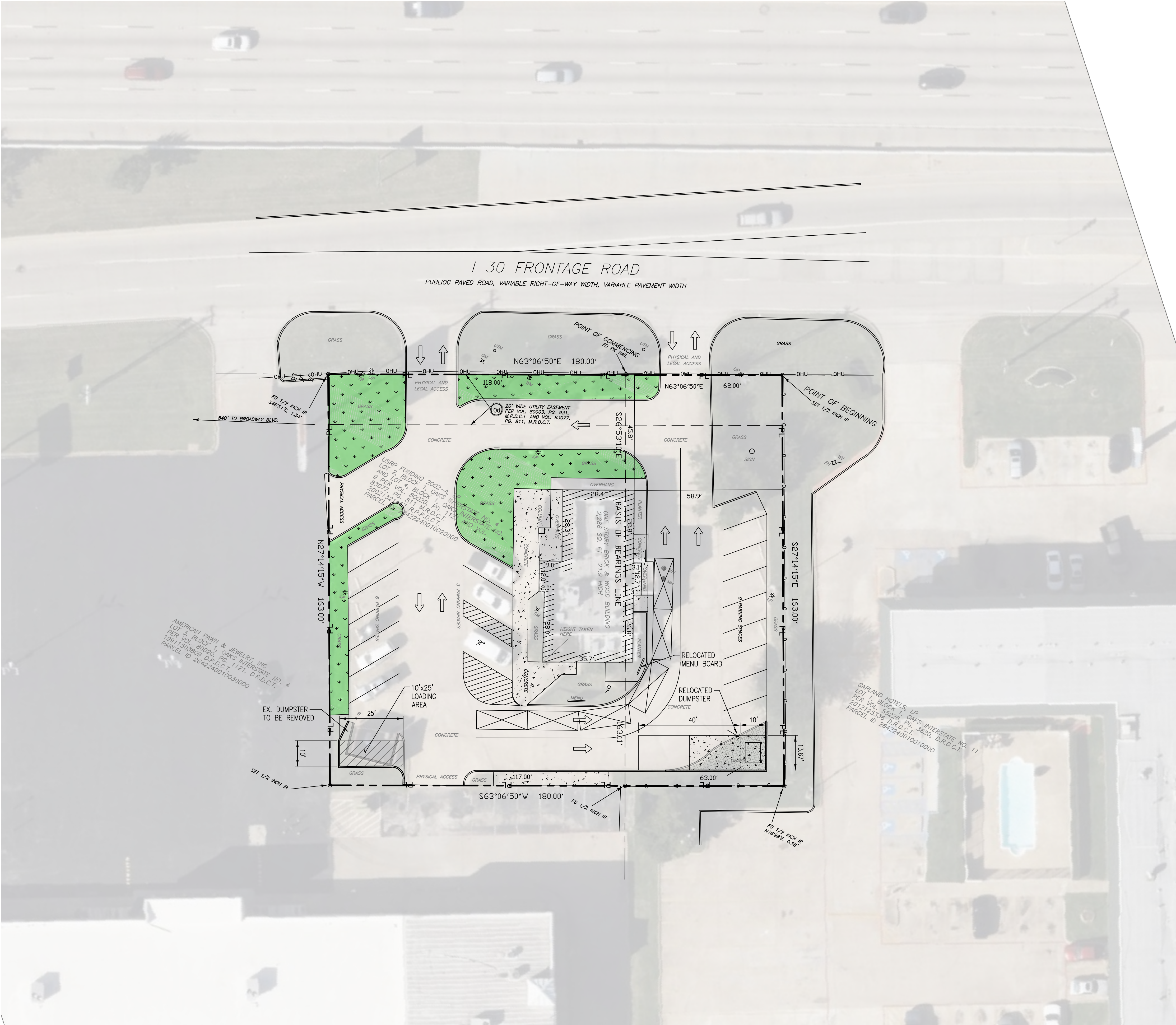
0 220 Feet

1 inch = 220 feet

ZONING MAP Z 26-10

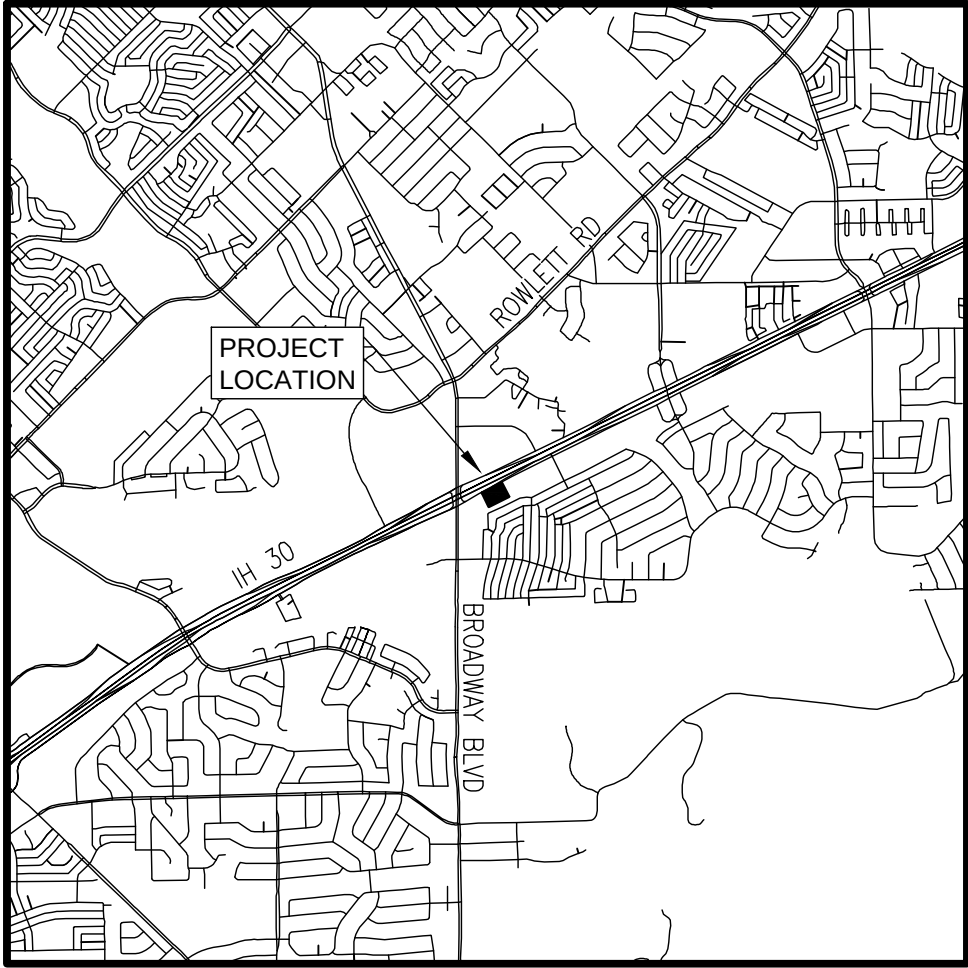
INDICATES AREA
OF REQUEST

480 W Interstate Highway 30



VICINITY MAP

SCALE: N.T.S



SITE DATA

SITE AREA: 0.6735 ACRES
OWNER/APPLICANT: DANH NGUYEN
PLAN PREPARER: DIG ENGINEERS
JOSE MURGA
14001 DALLAS PARKWAY, SUITE 400
DALLAS, TEXAS 75240
FIT CONSULTATION NO.: 260115-2
EXISTING ZONING: S 00-67
PROPOSED ZONING: S 00-67

CITY NOTE:
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.

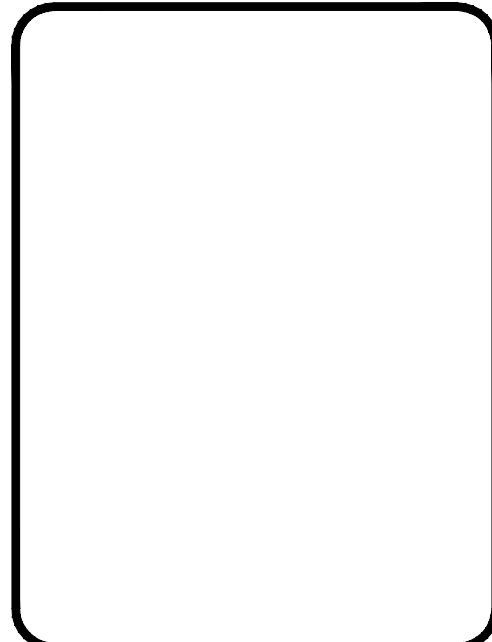
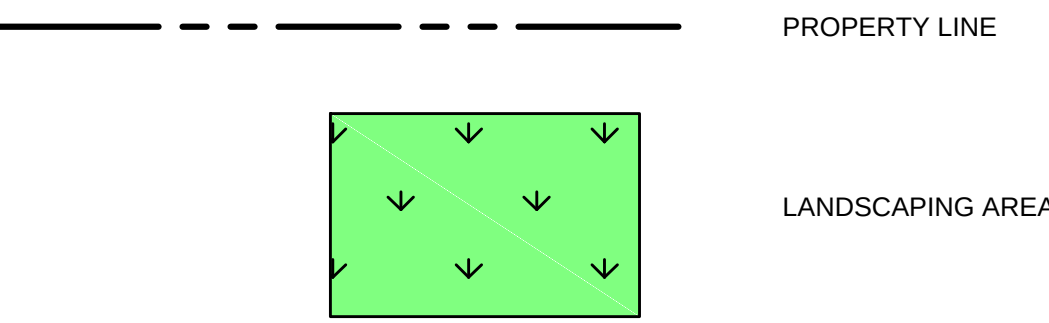
APPLICANT/OWNER

DANH NGUYEN
401 BASSWOOD TRAIL
GARLAND, TX 75043
DANHNGUYENTYLER@YAHOO.COM
(469) 939 1851

ENGINEER

DIG ENGINEERS
JOSE MURGA
14001 DALLAS PARKWAY, SUITE 400
DALLAS, TX 75240
JOSE.MURGA@DIGENGINEERS.COM

LEGEND



CLIENT		
480 W I-30		
DATE	PROJECT NUMBER	
02/02/2026	260002	
DRAWING HISTORY		
No.	Description	Date

SPECIFIC USE PROVISION

ZONING FILE Z 26-10

480 West Interstate Highway 30

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Restaurant, Drive-Through 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 Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Abandonment:** In the event the land use for which this Specific Use Provision was granted ("Land Use") is abandoned, the SUP and all rights to the Land Use are automatically terminated, and the premises must be used in conformance with the PD, GDC, federal, and state law.

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

- A. A failure to apply for a site or building permit on the premises, where applicable, within 180 days of the effective date of this SUP;
- B. A failure to obtain a certificate of occupancy for the Land use within 730 days of the effective date of this SUP;
- C. A failure to commence operating the land use on the premises within 90 days of receiving a final certificate of occupancy for the land use;
- D. Discontinuance of the Land Use for a period of 180 days;
- E. Applying for, and receiving, a new Certificate of Occupancy for a use other than the land use; or

F. Operating a use on the premises, whether as a primary or secondary use, that is not allowed within the CR District, by the GDC, or by state or federal law.

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

V. Specific Regulations:

A. Time Period: The Specific Use Provision shall have a 15-year time period.

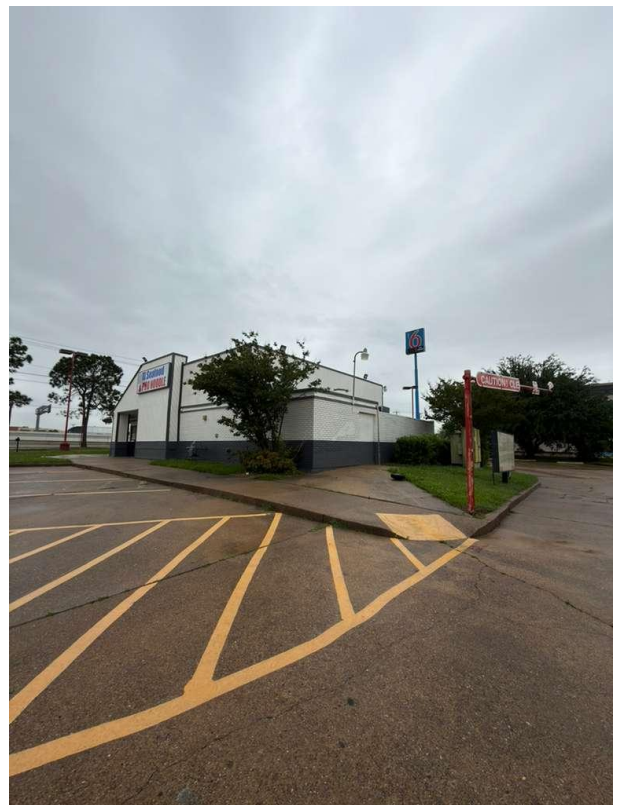
B. Landscaping: Enhanced landscaping in interior parking areas and parking islands shall be provided to the satisfaction of the Planning Director prior to the issuance of a Certificate of Occupancy.

C. Concept Plan: The development shall be constructed in accordance with the Concept Plan. The improvements shall include landscaping enhancements, designation of a loading space, and relocation of the refuse container.

Z 26-10



Facing East viewing site



Facing North viewing site

Z 26-10



Facing South viewing site



Facing West viewing site



Zoning
sign along
West I 30

WRITTEN NARRATIVE

The existing use on the property 480 W I-30 Hwy is a commercial food facility, although not currently in operation. This facility has previously been used as drive-thru restaurants including Burger King, Williams Chicken, and JT Cajun Seafood & Wings. The proposed land use will be the same as the previous SUP, owned and operated as a drive-thru restaurant for Asian fusion food. The proposed changes are reflected in the conceptual plan and are as follows: a paved loading zone in the southeast part of the property and changed orientation of the dumpster to not face the public roadway and allow 12' of clearance. No deviations are proposed with this request.

The owner intends to use the facility as a drive-thru restaurant that will serve surrounding businesses and any individuals who are passing by on I-30. The site is 0.6735 acres and contains an existing 2,286 SF building. There are no changes to development standards, any code deviations, and no known variances. The SUP time of operation is daily from approximately 10AM to 9PM. There is no proposed detention as the site is completely built out. The property is not within a flood plain. The existing building will be retroactively used and operated as a drive-thru restaurant. The buffers along street frontages have been built out. No perimeter screening will be provided. There are no dwelling units, as this will be operated as a commercial food facility. There are no proposed amenities nor additional signage.

If you have any additional questions, please don't hesitate to reach out to Jose at (972) 515 9376 or jose.murga@digengineers.com. Appreciate your time and help throughout this process and thank you for your consideration.

Kind regards,

Jose Murga

REPORT & MINUTES

P.C. Meeting, April 27, 2026

2a. APPROVED Consideration of the application of **Jose Murga**, requesting approval of 1) a Specific Use Provision (SUP) for a Restaurant, Drive-Through use on property zoned Community Retail (CR) District and 2) a concept plan for a Restaurant, Drive-Through use. The site is located at 480 West Interstate Highway 30. (District 3) (File Z 26-10)

Kalyan Mutukundu, Planner I, presented the request to the Commission and remained available for questions.

The applicant, Jose Murga, 14001 Dallas Parkway, Suite 400, Dallas, TX 75240, provided an overview of the request and remained available for questions.

Motion was made by Commissioner Paris to close the public hearing and **approve** the application as presented with a 15-year SUP. Seconded by Commissioner Jenkins.

Motion carried: 9 Ayes, 0 Nays.



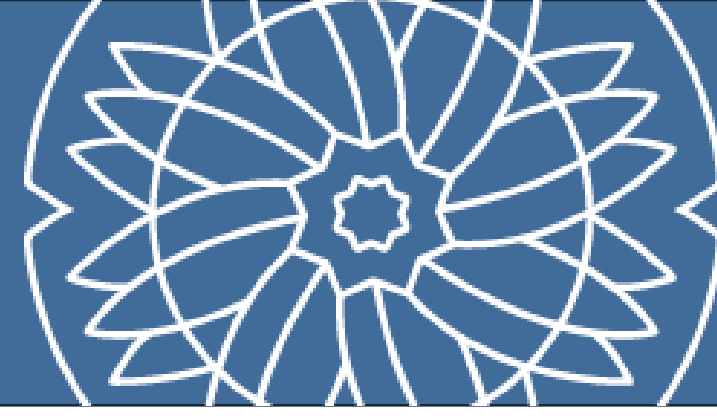
To date we have not received any responses for this case.



GARLAND

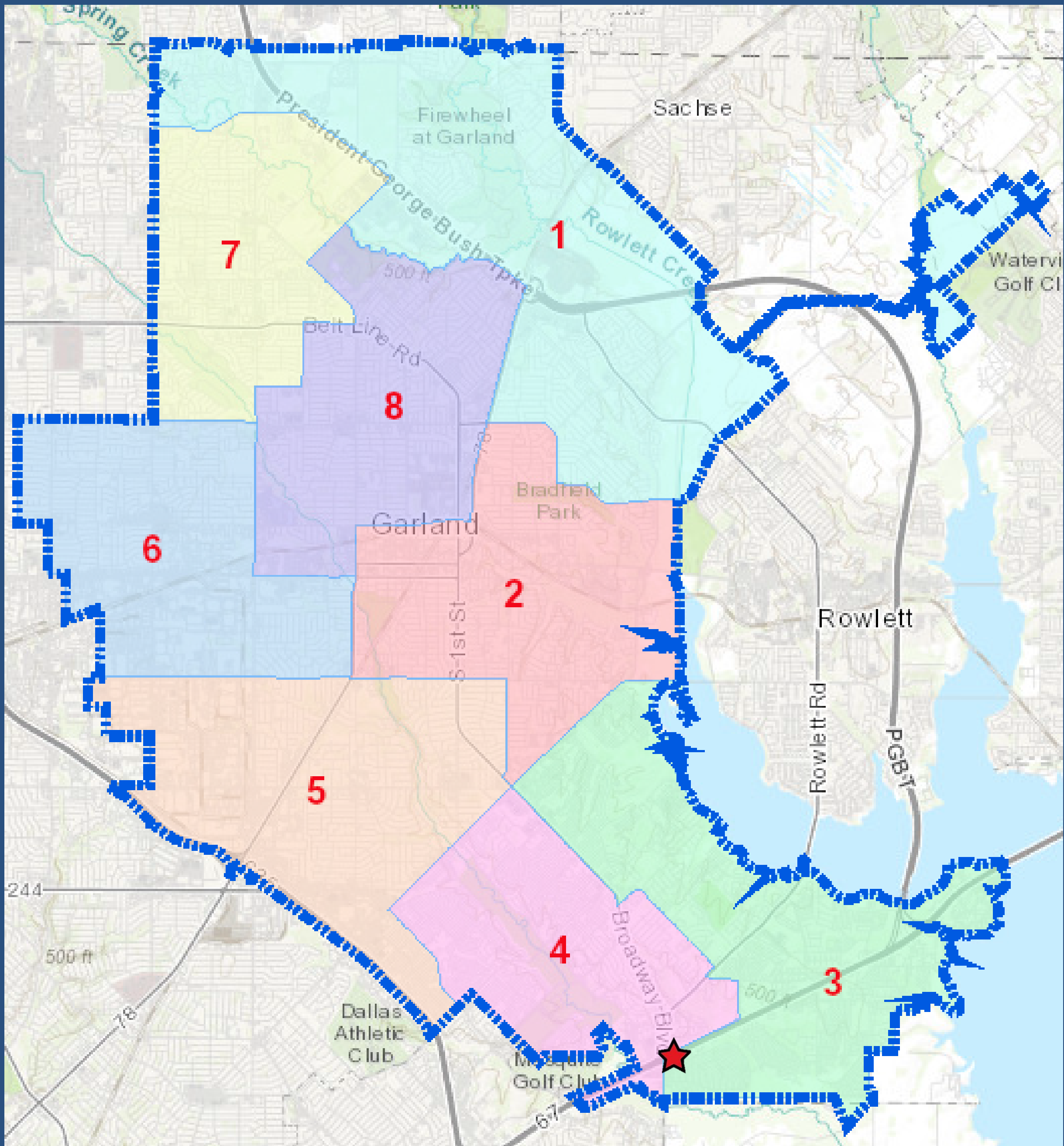
City Council Meeting

May 19, 2026



Request

The applicant requests a **Specific Use Provision (SUP) for a Restaurant, Drive-Through use** on property zoned for Community Retail (CR) District.



Case Information

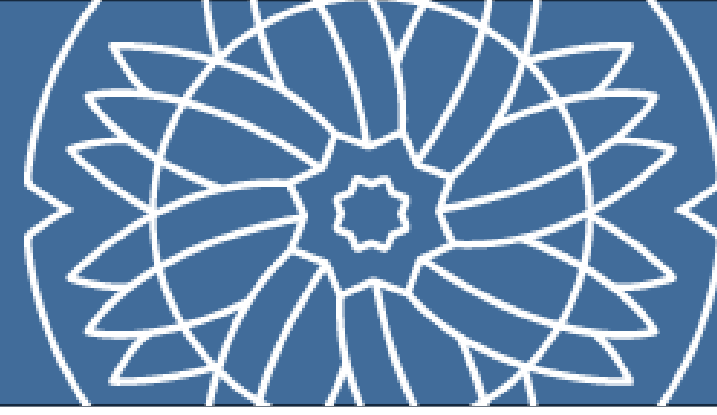
Location: 480 West Interstate Highway 30.

Applicant: Jose Murga

Owner: Danh Nguyen

Acreage: 0.67-Acres

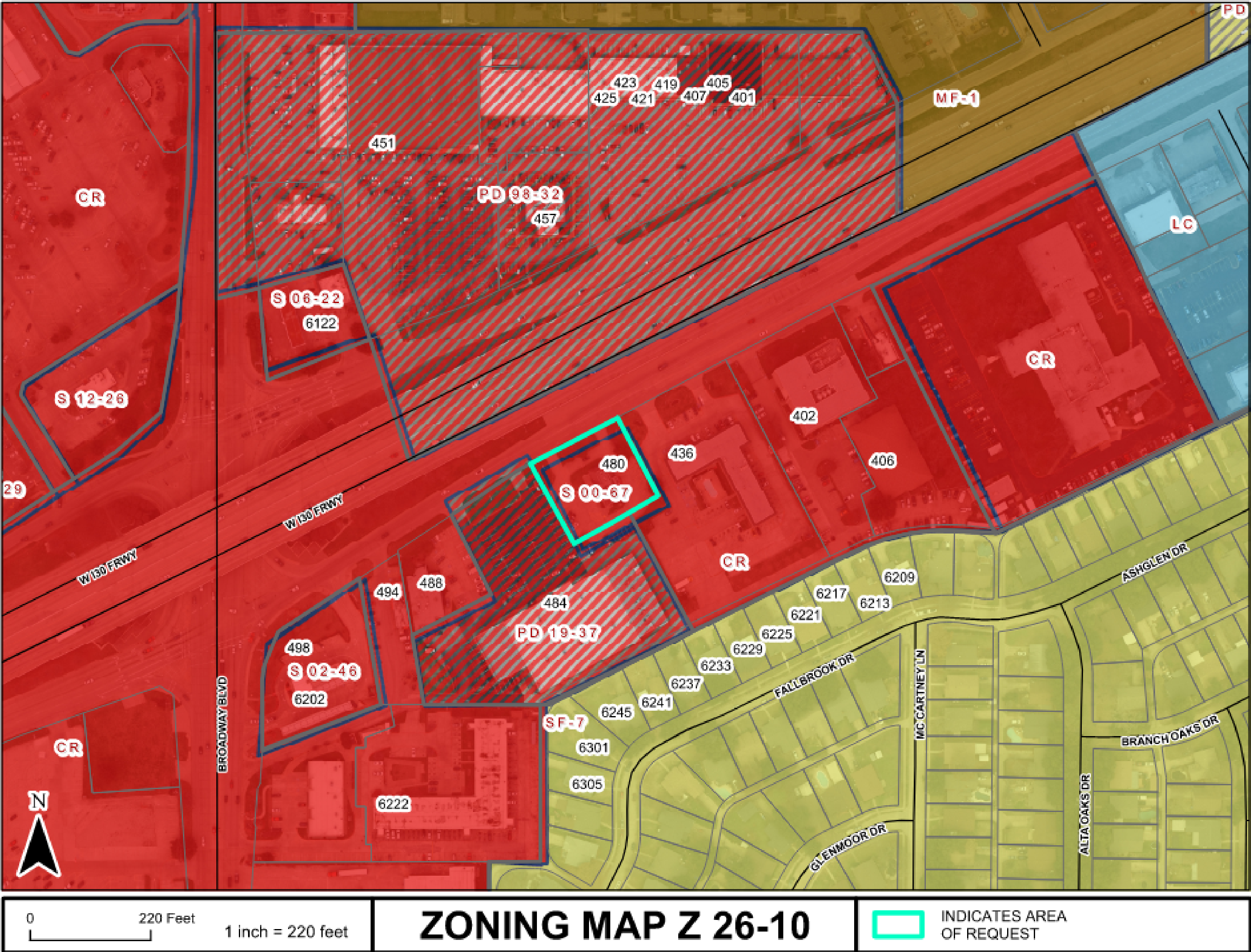
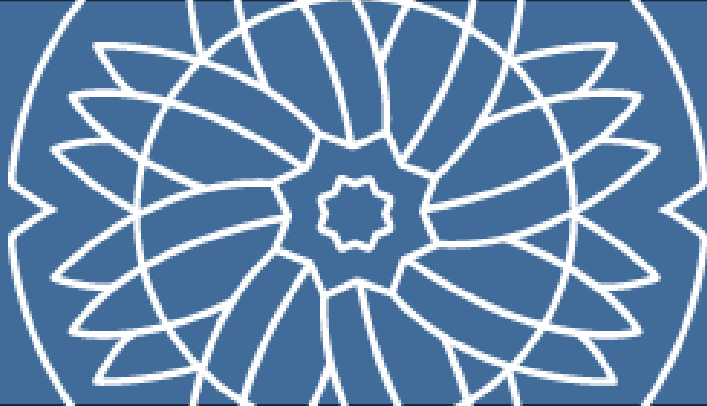
Zoning: Community Retail (CR)



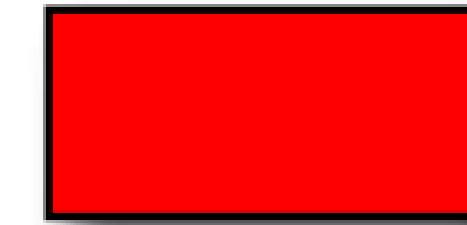
Background

- The subject site is developed with an existing 2,286 square foot commercial building, which is currently not in operation
- The site has historically operated as a drive-through restaurant, with previous tenants including Burger King, Williams Chicken, and JT Cajun Seafood
- In 2000, an SUP was approved for a fast-food restaurant use for a period of twenty years. That SUP has since expired
- As a result, a new SUP is required under the Garland Development Code to allow a Restaurant, Drive-Through use at this location

Location Map



Comprehensive Plan

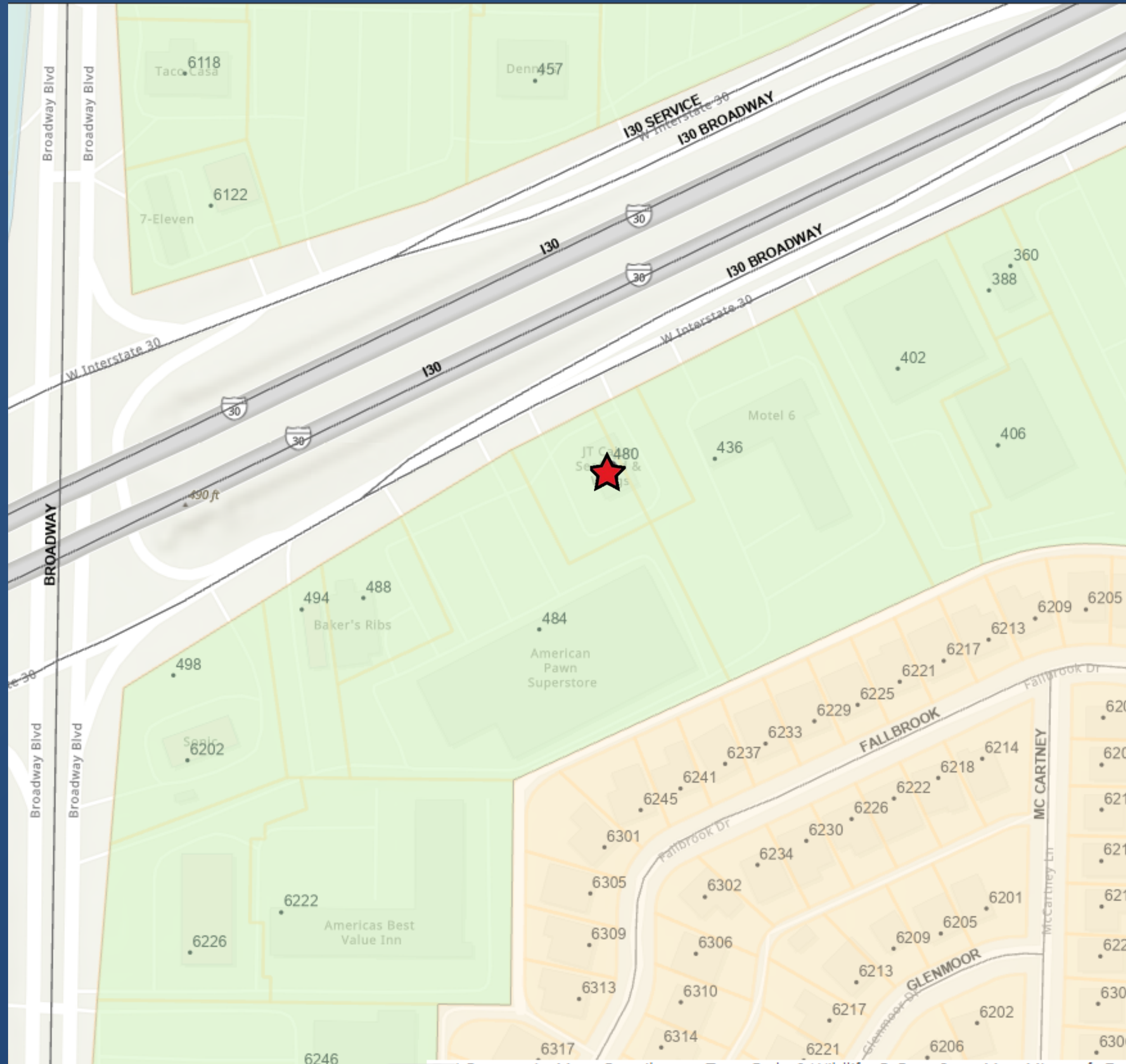


Community Centers

Description

Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment.

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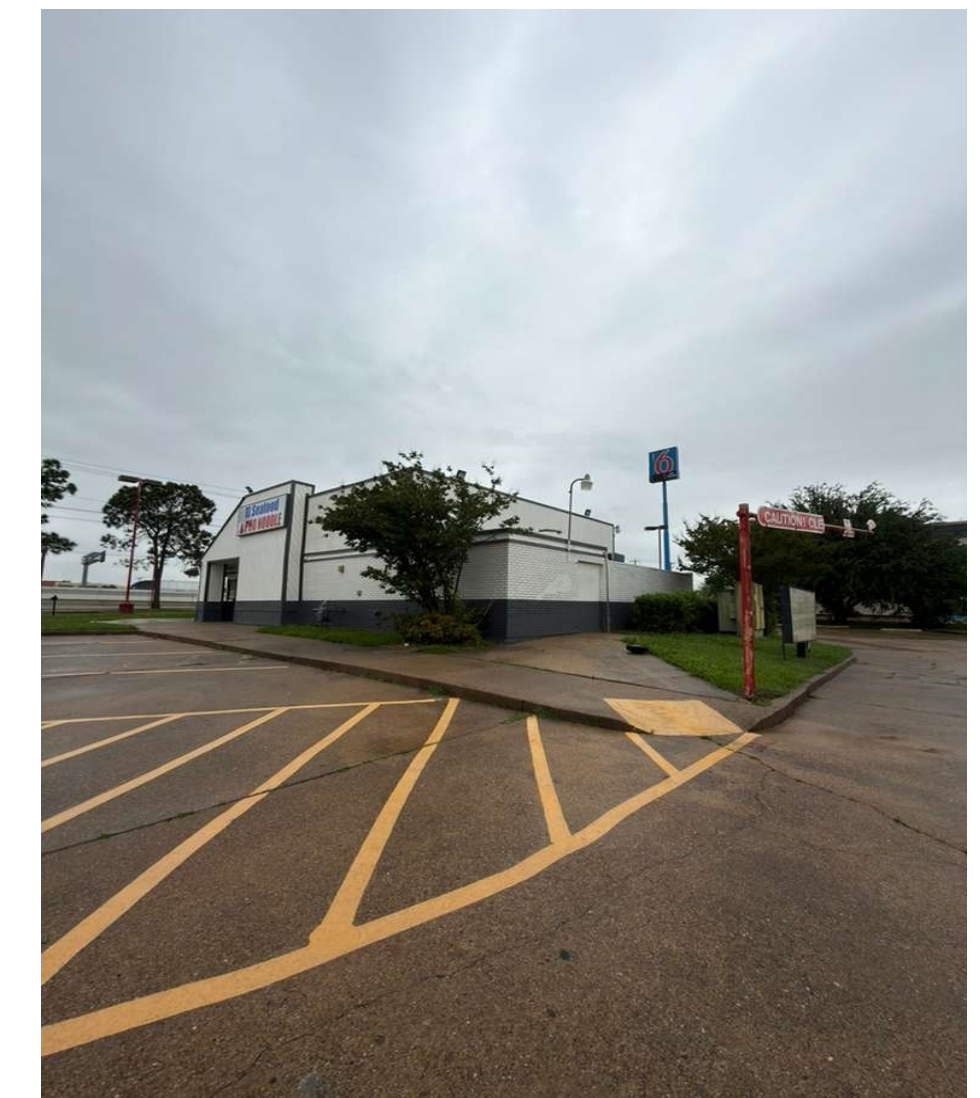


Site Photos

480 West Interstate Highway 30



Facing East viewing site



Facing North viewing site



Facing South viewing site

Site Photos

480 West Interstate Highway 30

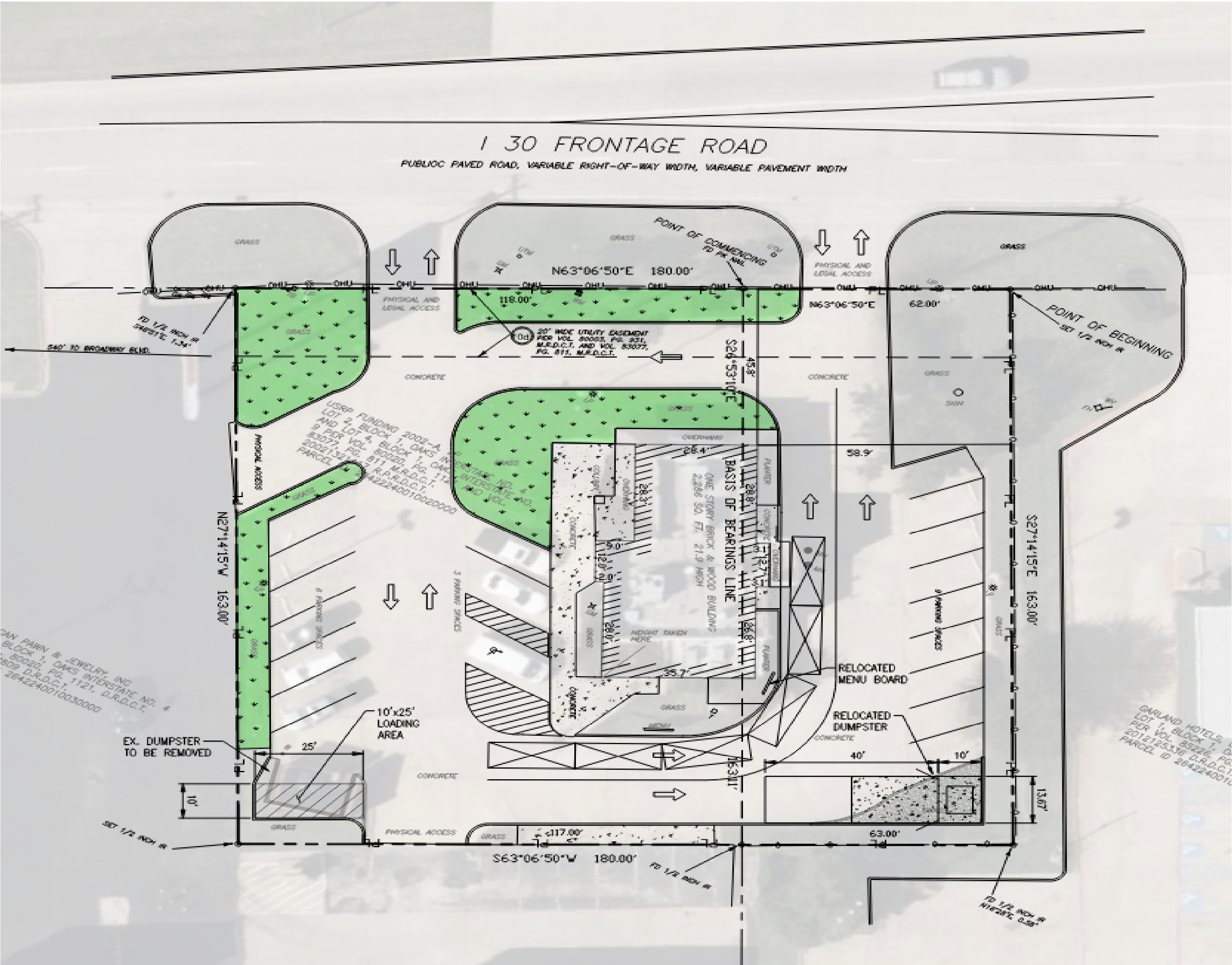
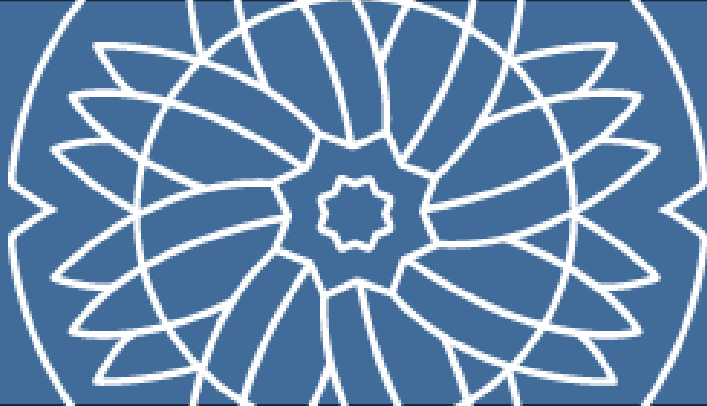


Facing West viewing site



Zoning Sign along West I 30 Frontage

Concept Plan



SITE DATA

SITE AREA:	0.6735 ACRES
OWNER/APPLICANT:	DANH NGUYEN
PLAN PREPARER:	DIG ENGINEERS JOSE MURGA 14001 DALLAS PARKWAY, SUITE 400 DALLAS, TEXAS 75240
FIT CONSULTATION NO.:	260115-2
EXISTING ZONING:	S 00-67
PROPOSED ZONING:	S 00-67

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APPLICANT/OWNER

DANH NGUYEN
401 BASSWOOD TRAIL
GARLAND, TX 75043
DANHNGUYENTYLER@YAHOO.COM
(469) 939 1851

ENGINEER

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JOSE MURGA
14001 DALLAS PARKWAY, SUITE 400
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JOSE.MURGA@DIGENGINEERS.COM

LEGEND

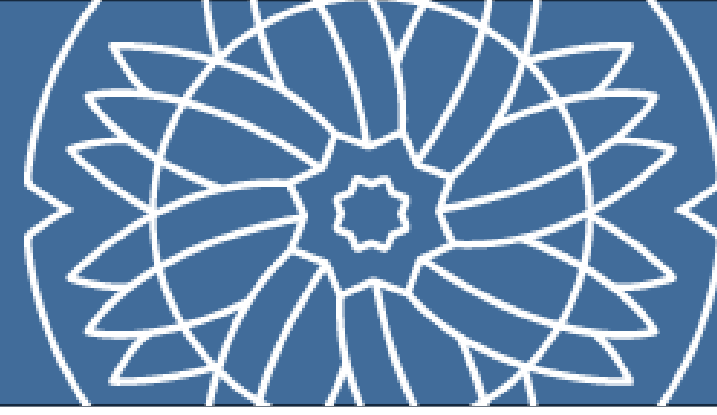
- PROPERTY LINE
- LANDSCAPING AREA



Applicant Request: An SUP for a Restaurant, Drive-Through use for a 15-Year Time Period

The SUP Time Period Policy Guide recommends 8-15 years.

The applicant's request includes additional site improvements such as landscaping enhancements, designation of a loading space, and relocation of the refuse container in accordance with GDC



Staff Recommendation: Approval of SUP for a period of 15 years subject to the conditions related to site improvements

Plan Commission: Approval of the request for the same time period and with the same conditions

- **This recommendation is based on consistency with the Comprehensive Plan, compatibility with the surrounding commercial development pattern along the Interstate 30 corridor, and the reuse of an existing commercial building without expansion or significant intensification**

Thank You

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

8

Meeting Date: May 19, 2026

Title: Proposed Development Agreement with H-E-B, L.P.

Submitted by: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue / Summary

Council is requested to consider a development agreement between H-E-B L.P. and the City of Garland. This agreement involves two parcels of approximately 20.8 acres at the corner of Crist and President George Bush Turnpike. Council considered this item at the March 2, 2026 Work Session.

Background

H-E-B L.P. is a large regional grocer with projects in Texas and Mexico, with over 450 stores across their portfolio. H-E-B has a number of grocery formats, including Joe V's Smart Shop, Central Market, H-E-B, and Mi Tienda. The new proposed development would bring an approximately 115,000 SF H-E-B grocer adjacent to the Firewheel Town Center.

H-E-B L.P. intends to invest approximately \$19.6 Million and will bring new property and sales tax to the City. The development agreement includes provisions for the rebate of development fees, sales and property taxes, and assistance with additional costs due to the circumstances of the development site. The developer will be required to begin construction and open by specified dates in order to receive incentives.

Consideration / Recommendation

Staff recommends approval of the proposed Development Agreement.

Attachments

- A. HEB - Public Session
- B. 380 Incentive Agreement (Firewheel); v13; 4918-7171-0342

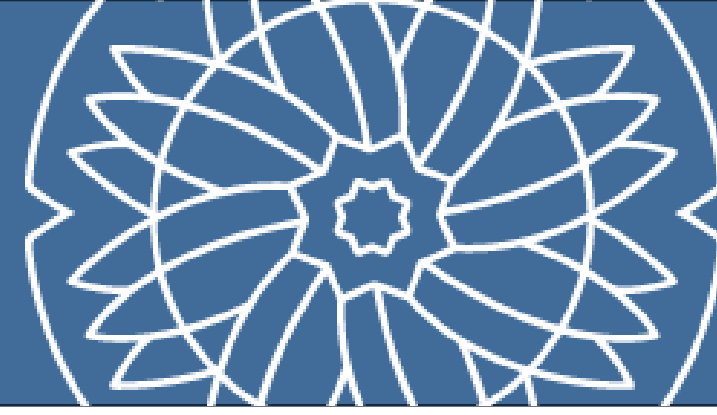


GARLAND

H-E-B

May 19, 2026

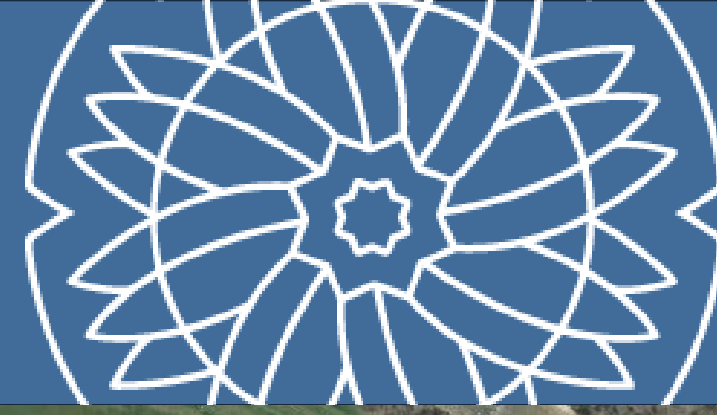
About Developer: H-E-B



- ❑ Popular Regional Grocer
 - ❑ 455+ Store in Texas and Mexico
 - ❑ 170,000+ Partners
 - ❑ \$50+ Billion in annual Sales
 - ❑ Established in 1905
- ❑ Multiple Recent Projects in the DFW Market
- ❑ Multiple formats for stores
 - ❑ H-E-B
 - ❑ Joe V's Smart Shop
 - ❑ Central Market
 - ❑ Mi Tienda



Proposed Site - HEB




**FIREWHEEL
TOWN CENTER**
A SIMON MALL

78
TEXAS

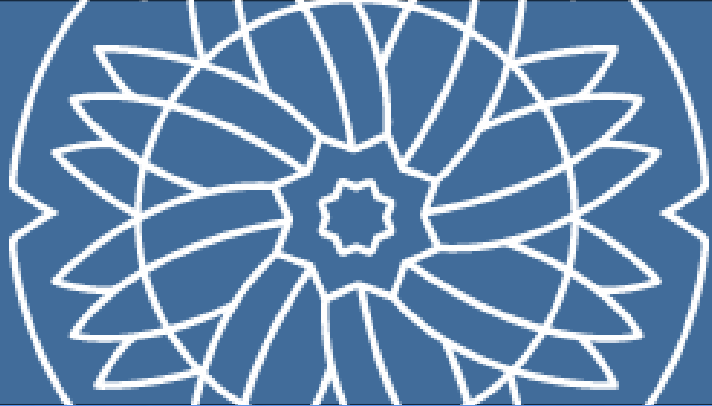
NAAMAN SCHOOL

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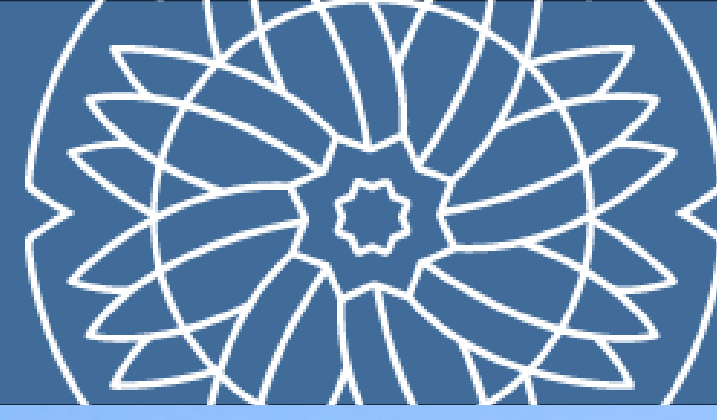
FIREWHEEL

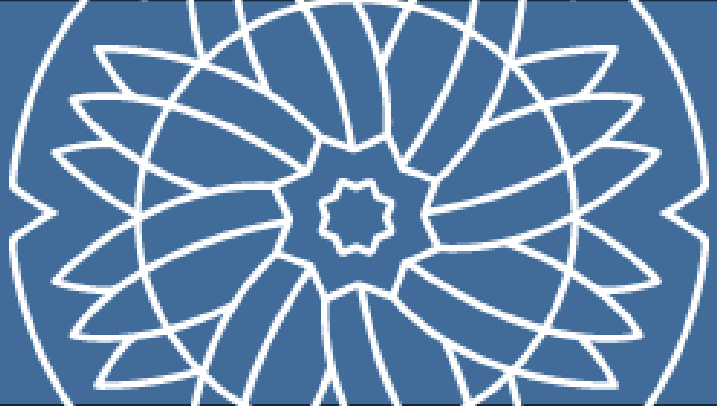
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Current Property



Current Property





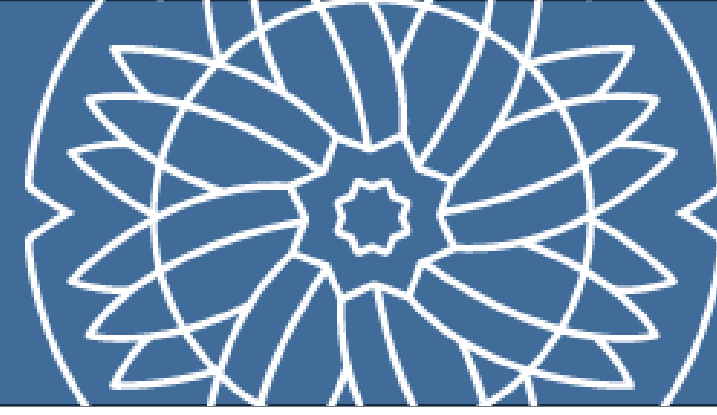
Current Revenue

	RE Value		BPP Value	City Revenue
	Improvement	Land		
3102 Firewheel Pkwy	-	\$4,806,740	-	\$16.24*
501 Horseshoe Dr	-	\$2,653,240	-	\$6.72*
TOTAL				\$22.96

*Note: Impacted by AG Exemption

- Current Revenue
 - New large-scale grocer adjacent to Firewheel Town Center
 - Increasing visitation and further activating the area

Proposal



- ☐ **Minimum of \$17 million investment**
- ☐ **Obtaining CO before December 31, 2030**

- ☐ **Tax Rebate**
 - ☐ **50% for 10 years on Real Estate, BPP, and Sales Tax**
- ☐ **Development Fee Rebate**
 - ☐ **Up to \$1.2 Million**
- ☐ **Cash Grant**
 - ☐ **Up to \$2.5 Million for above and beyond costs**

Thank You

Questions?



ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN THE CITY OF GARLAND AND H-E-B, LP

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (“Agreement”) is made by and between the **City of Garland**, a Texas home-rule municipality (“City”), and **H-E-B, LP**, a Texas limited partnership (“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, Developer intends to acquire approximately 20.929 acres at 3102 Firewheel Pkwy and 501 Horseshoe Drive and construct an HEB grocery store of not less than 100,000 square feet (the “**Building**”) thereon and common areas and other site work pertaining thereto (the “**Development**”);

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 fifty percent (50%) of real estate (“**Real Estate**”) and business personal property (“**BPP**”) taxes within a given year following Developer’s receipt of a CO for the Building for ten (10) full calendar years following Developer’s receipt of a CO for the Building, up to fifty percent (50%) of Local Sales Tax Receipts within a given year for ten (10) full calendar years following Developer’s receipt of a CO for the Building up to a maximum of Four Million Five Hundred Thousand Dollars (\$4.5 million) across all tax-based (Real Estate, BPP, and sales from the Development) rebates, one

hundred percent (100%) of Roadway Impact Fees, Water Impact Fees, Site Permit Fees, and Building Permit Fees (collectively, “Development Fees”) up to a combined maximum of One Million Two Hundred Thousand Dollars (\$1.2 million), and up to a maximum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Development Costs, as more fully outlined below, if paid by the Developer for the Development; 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 considerations, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Definitions:

“Building Permit Fees” means those City fees imposed on new development by the City according to Article XI of the Home Rule Charter and specified in Chapter 1, Article 3 of the Garland Development Code incurred and paid by Developer in the process of developing the Property. As provided therein, and for clarity in this Agreement, “Building Permit Fees” do not include any fees not covered by Article XI of the Home Rule Charter and specified in Chapter 1, Article 3 of the Garland Development Code, including without limitation, to the extent applicable, 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, building, permitting, subdivision, platting, zoning change, or other fees of any kind other than those identified in the first sentence of this definition. The Building Permit Fees for this Development will be calculated by the City during the permitting stages of the Development. The Developer shall pay the Permit Fees to the City during the permitting stages of the Development or when due.

“CO” means a Certificate of Occupancy issued by the City to the Developer upon the completion of construction of the grocery store contemplated herein.

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

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

“Development Costs” means the fees incurred and paid by Developer in connection with the construction of the Development, pursuant to an agreement Developer intends to negotiate and enter into (provided Developer has no obligation to do so) with Simon Property Group (Texas), L.P., a Texas limited partnership for a view corridor waiver, installation of enhanced landscaping and irrigation, additional sidewalks, and additional screening walls (the “**Simon Agreement**”), an agreement with Simon Property Group (Texas), L.P., a Texas limited partnership, Firewheel Master Partnership, LTD., a Texas limited partnership and Valley Creek/State Highway 190

Partners L.P., a Texas limited partnership for modifications to driveways and architectural constraints (the “**Simon Amendment**”) and a purchase agreement Developer intends to negotiate and enter into (provided Developer has no obligation to do so) with Firewheel Outdoor Digital Network LP, a Texas limited partnership (the “**Signage Agreement**”) for the potential purchase of the adjoining pylon-sign parcels (collectively, the “**Approved Costs**”), up to a maximum rebate of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) across all Development Costs. “Development Costs” 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 the Approved Costs identified in the first sentence of this definition. The Development Costs for this Development must be actually incurred by Developer and will be reimbursed by the City pursuant to the terms of this Agreement.

“Development Fees” means the combined fees incurred and paid by Developer as part of and towards Roadway Impact Fees, Water Impact Fees, Site Permit Fees, and Building Permit Fees.

“Incentive” means the City’s reimbursement, upon certain conditions set forth herein, up to up to fifty percent (50%) of Real Estate and BPP taxes assessed within a given year following Developer’s receipt of a CO for the Building for ten (10) full calendar years following the receipt of the CO for the Building, up to fifty percent (50%) of Local Sales Tax Receipts within a given year for ten (10) full calendar years following Developer’s receipt of a CO for the Building up to a maximum of Four Million Five Hundred Thousand Dollars (\$4.5 million) across all tax-based (Real Estate, BPP, and sales from the Development) rebates, one hundred percent (100%) of Development Fees up to a maximum of One Million Two Hundred Thousand Dollars (\$1.2 million), and up to a maximum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Development Costs, as more fully outlined below.

“Local Sales Tax Receipts” means the City’s one percent (1%) Sales and Use Tax annually received by the City from the State of Texas and/or the Texas Comptroller, and designated to the City’s general fund from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items consummated on the Property.

“Party” means either the City or the Developer, and “Parties” means, collectively, the City and the Developer.

“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 20.929 acres at 3102 Firewheel Pkwy and 501 Horseshoe Drive, 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 for roadway facilities imposed on new development by the City according to Chapter 1, Article 3, and Division 3 of the Garland Development Code. As provided therein, and for clarity in this Agreement, “Roadway Impact Fees” do not include any

fees not covered by Chapter 1, Article 3, and Division 3 of the Garland Development Code, including without limitation, to the extent applicable, 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, building, permitting, subdivision, platting, zoning change, or other fees of any kind other than those identified in the first sentence of this definition. The Roadway Impact Fees for this Development will be calculated by the City during the permitting stages of the Development. The Developer shall pay the Impact Fees to the City during the permitting stages of the Development or when due.

“Sales and Use Tax” means all of the sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, as amended, on the sale of Taxable Items consummated on the Property.

“Site Permit Fees” means those City fees incurred and paid by Developer in the process of developing the Property related to preparation, grading and horizontal construction on the Property. As provided therein, and for clarity in this Agreement, “Site Permit Fees” do not include any fees not related to preparation, grading, and horizontal construction on the Property, including without limitation, to the extent applicable, 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, building, permitting, subdivision, platting, zoning change, or other fees of any kind other than those identified in the first sentence of this definition. The Site Permit Fees for this Development will be calculated by the City during the permitting stages of the Development. The Developer shall pay the Permit Fees to the City during the permitting stages of the Development or when due.

“Tax Certificate” means a certificate from the Texas Comptroller of Public Accounts or other statement in a form reasonably acceptable to the City setting forth the following: (a) the collection of the Sales and Use Taxes received by the City on the sale of Taxable Items consummated on the Property for the applicable period which are to be used to determine the Local Sales Tax Receipts; and (b) any such supporting documentation as the City may reasonably request.

“Taxable Items” has the same meaning assigned by Chapter 151, Texas Tax Code, as amended.

“Term” has the meaning given such term in Section 2 of this Agreement.

“Water Impact Fees” means those City fees for water facilities imposed on new development according to Chapter 1, Article 3 of the Garland Development Code. As provided therein, and for clarity in this Agreement, “Water Impact Fees” do not include any fees not covered by Chapter 1, Article 3 of the Garland Development Code, including without limitation, to the extent applicable, 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, building, permitting, subdivision, platting, zoning change, or other fees of any kind other than those identified in the first sentence of this definition. The Water Impact Fees for this Development will be calculated by the City during the permitting stages of the Development. The Developer shall pay the Impact Fees to the City during the

permitting stages of the Development or when due.

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 the date that is the anniversary of ten (10) full calendar years following Developer's receipt of the CO for the Building, whichever is first.

Notwithstanding the foregoing, if Developer has not obtained a CO for the Building by December 31, 2030, subject to Force Majeure, Developer shall not be entitled to any incentives under this Agreement and it shall automatically terminate.

This Agreement shall be effective ("Effective Date") as of the date of the last Party to execute this Agreement.

Section 3. Developer's Obligations.

(A) Developer shall submit to the Economic Development Director of the City the following documentation, as a condition precedent to receive the Incentive:

(1) A copy of the CO for the Building issued by the City having a date issued on or before December 31, 2030, subject to extension for Force Majeure;

(2) a certificate executed by an officer of Developer that certifies that Developer has invested at least \$17,000,000.00 into the design and construction of the Development, exclusive of acquisition costs (subsections (1) and (2) hereof collectively being referred to herein as the "Incentive Condition"); and

(3) copies of receipts and other evidence establishing the amount the Developer incurred and paid in Development Costs pursuant to the Simon Agreement, Simon Amendment and the Signage Agreement, subject to a total reimbursement cap across all applicable Development Costs of Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

Section 4. City's Obligations.

(A) As specified in Section 3 above, upon Developer's satisfaction of the Incentive Condition, the City shall pay the Incentives as follows:

- (i) For ten (10) full calendar years following receipt of the CO for the Building, the City shall pay as a rebate to Developer the amount of fifty percent (50%) of the Local Sales Tax Receipts within a given year within ninety (90) days after City's receipt of the Sales Tax Information (as defined below). Developer shall provide an annual report to the Texas Comptroller in form acceptable to Developer reporting the local sales and use taxes collected by Developer as a result of Developer's operation located on the Property (the "Sales Tax Report"). Developer will provide a release to the Texas Comptroller that will allow the Texas Comptroller to release to the City the amount of sales and use tax generated by the

grocery store (the “Sales Tax Information”). The City shall have no right to review or audit records of Developer. The City agrees to keep the Sales Tax Information “Confidential” consistent with Sec. 321.3022(f) of the Texas Tax Code, and to the extent allowed by law.

- (ii) Upon completion of the Developer’s obligation to receive a CO for the Building by the deadline listed for therein, the City shall pay as a rebate to Developer the amount of fifty percent (50%) of the Real Estate and BPP tax paid by Developer within a given year within ninety (90) days after City’s receipt of paid tax receipts from Developer or other evidence of sums paid by Developer to the tax collector for the applicable year for up to ten (10) full calendar years subsequent to the receipt of a CO for the Building.
- (iii) Within ninety (90) days following Developer’s satisfaction of the Incentive Condition, the City shall rebate one hundred percent (100%) of said Development Fees paid by Developer to the City, up to a maximum collective rebate of One Million Two Hundred Thousand Dollars (\$1.2 million) consisting of said Roadway Impact Fees, Water Impact Fees, Site Permit Fees, and Building Permit Fees.
- (iv) Within ninety (90) days following Developer’s satisfaction of the Incentive Condition and delivery to the City of receipts evidencing Developer’s expenditure of Development Costs, up to the cap described in Section 3(C)(4) above, the City shall pay as a rebate to Developer the Development Costs, not to exceed the aggregate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

Section 5. Source of Funds. The monetary portion of the Incentive shall be paid only from the Sales tax revenue, BPP tax revenue, Real Property tax revenue, and Development Fees, respectively, actually received in hand by the City from the Developer and from economic development bond funds. 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 fifty percent (50%) of the Real Estate and BPP tax paid within a given year, received in hand by the City and paid by the Developer for this Development, (50%) of the Local Sales Tax Receipts within a given year, one hundred percent (100%) of the Development Fees received in hand by the City and paid by the Developer for the Development, and Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in total aggregate Development Costs. 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 (unless Developer defers the City’s payment obligations hereunder until any such protest or challenge is complete); (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. Maintenance. Developer agrees to maintain the Building in accordance with Developer's maintenance standards for the majority of its stores in Texas, as reasonably determined by Developer in accordance with its internal practices and standards. In no event shall this section require Developer to make capital improvements to the Building, or changes to the elevations or exterior of the Building.

Section 8. 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 9. Default. If either Party fails to timely comply with any of the requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, such failure shall be a default by said Party ("Defaulting Party") and it shall have thirty (30) days to cure such default (or such longer amount of time as is reasonably necessary to cure the default, not to exceed 100 days) upon receipt of written notice thereof by the non-defaulting party ("Non-Defaulting Party"). The Non-Defaulting Party shall have the right to pursue any rights or remedies at law or in equity against the Defaulting Party for any default that is not cured within the foregoing time period (provided this Agreement may only be terminated as set forth in Section 2) and in which case the Defaulting Party shall be liable to the Non-Defaulting Party for any and all actual costs, demands, claims, judgments and/or damage (including reasonably incurred attorneys' fees and court costs) plus any

other amounts due hereunder that may be incurred by the Non-Defaulting Party as a result or arising out of such default; provided, however, that in no event shall the Defaulting Party be liable for consequential or punitive damages. Notwithstanding anything herein to the contrary, in the event Developer does not satisfy all or any of the conditions set forth in Section 3 above pursuant to the timelines set forth therein, the City's sole remedy shall be to terminate this Agreement at any time prior to Developer's satisfaction of such conditions.

Notwithstanding any statement to the contrary, nothing in this Agreement shall be construed as an obligation or covenant of Developer to acquire, construct, complete, open, or operate all or any portion of the Property or perform any work, spend any funds, and/or construct any improvements or enter into the Simon Agreement or Signage Agreement; rather, the performance requirements set forth herein are conditions precedent to Developer's receipt of the Incentive payments.

Section 10. 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 11. Force Majeure. Any period of time or deadline for a Party's actions or performance shall be extended by delays resulting from causes beyond the reasonable control of a Party, which the Party in question, despite the use of good faith and diligent efforts, is unable to overcome, including any delay caused by fire, flood, civil disturbance, act of public enemy, war, riot, sabotage, blockage, embargo, unavailability of, shortages, or delays in materials or labor, pandemic, Act of God, earthquake, tornado or hurricane ("Force Majeure"). The provisions of this Section shall not operate to excuse any Party from the prompt payment of any monies required by this Agreement. As soon as reasonably practical after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party.

Section 12. 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 13. Entire Agreement. This Agreement and its Exhibits 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 14. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City.

Section 15. 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 16. 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 17. 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:

H-E-B, LP
646 S. Flores
San Antonio, Texas 78204
Attn: Shelby Gutierrez
Phone: (210) 938-5707
Fax: (210) 938-7399

With a required copy to:

City Attorney
200 N. Fifth Street
P.O. Box 469002

With a required copy to:

Golden Steves & Gordon LLP
200 E. Basse Rd., Suite 200
San Antonio, Texas 78209

Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Attn: Ami E. Gordon
Phone: (210) 745-3700
Fax: (210) 745-3737

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 18. 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 19. 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 20. 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 21. 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 22. 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.

Section 23. Confidentiality. The Parties acknowledge that Developer may, from time to time, provide the City with information or data which Developer considers and identifies to be confidential, trade secret, commercial, financial or proprietary information. Pursuant to the requirements of the Texas Public Information Act ("TPIA"), if the City receives a request for information, the City shall respond to the request in accordance with the procedures set forth in the TPIA. Specifically, the City will promptly notify Developer of its receipt of the request.

Section 24. Acquisition Contingency. The City acknowledges that Developer does not currently own the Property, but has the contractual right to do so in its sole discretion. If Developer does not acquire the Property on or before September 1, 2026, as determined by Developer in its sole

discretion, this Agreement and all exhibits and ancillary agreements hereto shall automatically be null and void.

EXECUTED and EFFECTIVE as of the ____ day of May, 2026.

DEVELOPER

H-E-B, LP

a Texas limited partnership

SC 

By: BS

Name: Benjamin R. Scott

Title: Group Vice President of Real Estate
and Shopping Center Development

Date Executed: March 4th, 2026

CITY

City of Garland, a Texas home-rule municipality

By: _____

Michael Betz

Interim City Manager

Date Executed: _____

EXHIBIT "A"
Property Legal Descriptions

Tract 1:

BEING, all that 20.840 acre (907,796 square foot) tract of land situated in the Daniel Crist Survey, Abstract No. 226, in the City of Garland, Dallas County, Texas; being part of that tract of land described in Deed without Warranty or Covenant to Valley Creek/State Highway 190 Partners, L.P. as recorded in Volume 92194, Page 2474 of the Deed Records of Dallas County, Texas; being part of that tract of land described in Special Warranty Deed to Valley Creek State Highway 190 Partners L.P. as recorded in Volume 2003247, Page 338 of the Deed Records of Dallas County, Texas; being part of that tract of land described in Quitclaim to Firewheel Master Partnership, Ltd. as recorded in Volume 2004191, Page 2642 of the Deed Records of Dallas County, Texas; and being part of Lot 1R, Block 3, Firewheel Center, an addition to the City of Garland as recorded in Volume 2003247, Page 355 of the Plat Records of Dallas County, Texas; said 20.840 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a TxDOT monument with Brass Disk found at the southeast corner of said Block 3; said point being in the west right-of-way line of Firewheel Parkway (120-foot right-of-way);

THENCE, South 37 degrees 03 minutes 36 seconds West, a distance of 63.01 feet to a 5/8-inch iron rod with "PBS&J" cap found for corner in the south line of said Block 3; said point being in the north right-of-way line of President George Bush Turnpike (variable width right-of-way);

THENCE, South 81 degrees 58 minutes 23 seconds West, with the south line of said Block 3 and the north line of said President George Bush Turnpike, a distance of 50.00 feet to a point for corner; said point being the southeast corner of that called 0.055 acre tract of land described in Limited General Warranty Deed to Firewheel Outdoor Digital Network LP as recorded in Instrument No. 202400130446 of the Official Public Records of Dallas County, Texas;

THENCE, North 08 degrees 01 minutes 37 seconds West, departing the south line of said Block 3, a distance of 80.00 feet to the northeast corner of said 0.055 acre tract;

THENCE, South 81 degrees 58 minutes 23 seconds West, a distance of 30.00 feet to the northwest corner of said 0.055 acre tract;

THENCE, South 08 degrees 01 minutes 37 seconds East, a distance of 80.00 feet to a point at the southwest corner of said 0.055 acre tract; the south line of said Block 3 and the north line of said President George Bush Turnpike;

THENCE, South 81 degrees 58 minutes 23 seconds West, with the south line of said Block 3 and the north line of said President George Bush Turnpike, a distance of 278.24 feet to a 1/2-inch iron rod found for corner at the beginning of a non-tangent curve to the right;

THENCE, in a southwesterly direction, with said curve to the right in the south line of said Block 3 and the north line of said President George Bush Turnpike, an arc length of 271.81 feet, having

a radius of 1,639.78 feet, a central angle of 09 degrees 29 minutes 51 seconds, and a chord which bears South 86 degrees 48 minutes 27 seconds West, 271.50 feet to a point for corner; said point being the southeast corner of that called 0.034 acre tract of land described in Limited General Warranty Deed to Firewheel Outdoor Digital Network LP as recorded in Instrument No. 202400130447 of the Official Public Records of Dallas County, Texas;

THENCE, North 02 degrees 04 minutes 49 seconds East, departing the south line of said Block 3, a distance of 50.00 feet to the northeast corner of said 0.034 acre tract;

THENCE, North 87 degrees 55 minutes 11 seconds West, a distance of 30.00 feet to the northwest corner of said 0.034 acre tract;

THENCE, South 02 degrees 04 minutes 49 seconds West, a distance of 50.00 feet to a point at the southwest corner of said 0.034 acre tract; the south line of said Block 3 and the north line of said President George Bush Turnpike; said point being the beginning of a non-tangent curve to the right;

THENCE, in a southwesterly direction, with said curve to the right in the south line of said Block 3 and the north line of said President George Bush Turnpike, an arc length of 311.84 feet, having a radius of 1,639.78 feet, a central angle of 10 degrees 53 minutes 46 seconds, and a chord which bears North 81 degrees 56 minutes 51 seconds West, 311.37 feet to a 5/8-inch iron rod with "PBS&J" cap found for corner;

THENCE, North 76 degrees 52 minutes 11 seconds West, continuing the south line of said Block 3 and the north line of said President George Bush Turnpike; a distance of 210.22 feet to an "X" cut in concrete found at the southwest corner of said Block 3; said point being a southeast corner of Lot 1R, Block 1, Firewheel Center, an addition to the City of Garland as recorded in Instrument No. 20070384706 of the Official Public Records of Dallas County, Texas;

THENCE, with the common lines between said Block 3 and said Block 1, the following twelve (12) courses and distances:

North 22 degrees 25 minutes 13 seconds East, a distance of 101.12 feet to a 5/8-inch iron rod with destroyed red cap found for corner at the beginning of a tangent curve to the left;

In a northeasterly direction, along said curve to the left, an arc length of 260.28 feet, having a radius of 1,044.50 feet, a central angle of 14 degrees 16 minutes 40 seconds, and a chord which bears North 15 degrees 16 minutes 53 seconds East, 259.61 feet to a 5/8-inch iron rod with destroyed red cap found for corner;

North 08 degrees 08 minutes 33 seconds East, a distance of 55.99 feet to a 5/8-inch iron rod with destroyed red cap found for corner at the beginning of a tangent curve to the right;

In a northeasterly direction, along said curve to the right, an arc length of 36.47 feet, having a radius of 25.00 feet, a central angle of 83 degrees 34 minutes 47 seconds, and a chord

which bears North 49 degrees 56 minutes 05 seconds East, 33.32 feet to a 5/8-inch iron rod with destroyed red cap found for corner at the beginning of a reverse curve to the left;

In a northeasterly direction, along said curve to the left, an arc length of 647.08 feet, having a radius of 597.00 feet, a central angle of 62 degrees 06 minutes 09 seconds, and a chord which bears North 60 degrees 40 minutes 33 seconds East, 615.87 feet to a 5/8-inch iron rod with destroyed red cap found for corner;

North 29 degrees 39 minutes 47 seconds East, a distance of 348.60 feet to a 5/8-inch iron rod found for corner at the beginning of a non-tangent curve to the right;

In a northeasterly direction, along said curve to the right, an arc length of 39.28 feet, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 54 seconds, and a chord which bears North 74 degrees 39 minutes 47 seconds East, 35.36 feet to a 5/8-inch iron rod with destroyed red cap found for corner;

South 60 degrees 20 minutes 13 seconds East, a distance of 404.34 feet to an "X" cut in concrete found for corner at the beginning of a tangent curve to the right;

In a southeasterly direction, along said curve to the right, an arc length of 52.72 feet, having a radius of 240.00 feet, a central angle of 12 degrees 35 minutes 06 seconds, and a chord which bears South 54 degrees 03 minutes 04 seconds East, 52.61 feet to a 5/8-inch iron rod found for corner at the beginning of a reverse curve to the left;

In a southeasterly direction, along said curve to the left, an arc length of 57.07 feet, having a radius of 260.00 feet, a central angle of 12 degrees 34 minutes 39 seconds, and a chord which bears South 54 degrees 02 minutes 53 seconds East, 56.96 feet to a 5/8-inch iron rod found for corner;

South 60 degrees 20 minutes 13 seconds East, a distance of 64.16 feet to a point for corner at the beginning of a tangent curve to the right;

In a southeasterly direction, along said curve to the right, an arc length of 41.73 feet, having a radius of 25.00 feet, a central angle of 95 degrees 38 minutes 00 seconds, and a chord which bears South 12 degrees 31 minutes 11 seconds East, 37.05 feet to a 5/8-inch iron rod found for corner in the east line of said Block 3; said point being in the west line of said Firewheel Parkway; said point being the beginning of a non-tangent curve to the left;

THENCE, with said curve to the left in the east line of said Block 3 and the west line of said Firewheel Parkway, an arc length of 718.09 feet, having a radius of 1,010.00 feet, a central angle of 40 degrees 44 minutes 10 seconds, and a chord which bears South 14 degrees 55 minutes 19 seconds West, 703.06 feet to the POINT OF BEGINNING and containing an area of 20.840 acres or 907,796 square feet of land, more or less.

Tract 2:

BEING, all of that 0.055 acre (2,400 square foot) tract of land situated in the Daniel Crist Survey, Abstract No. 2326, in the City of Garland, Dallas County, Texas; being all of that that called 0.055 acre tract of land described in Limited General Warranty Deed to Firewheel Outdoor Digital Network LP as recorded in Instrument No. 202400130446 of the Official Public Records of Dallas County, Texas; said 0.055 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TxDOT monument with Brass Disk found at the southeast corner of Lot 1R, Block 3, Firewheel Center, an addition to the City of Garland as recorded in Volume 2003247, Page 355 of the Plat Records of Dallas County, Texas; said point being in the west right-of-way line of Firewheel Parkway (120-foot right-of-way);

THENCE, South 37 degrees 03 minutes 36 seconds West, a distance of 63.01 feet to a 5/8-inch iron rod with "PBS&J" cap found for corner in the south line of said Block 3; said point being in the north right-of-way line of President George Bush Turnpike (variable width right-of-way);

THENCE, South 81 degrees 58 minutes 23 seconds West, with the south line of said Block 3 and the north line of said President George Bush Turnpike, a distance of 50.00 feet to the POINT OF BEGINNING at the southeast corner of said 0.055 acre tract;

THENCE, South 81 degrees 58 minutes 23 seconds West, continuing with the south line of said Block 3 and the north line of said President George Bush Turnpike, a distance of 30.00 feet to a point at the southwest corner of said 0.055 acre tract;

THENCE, North 08 degrees 01 minutes 37 seconds West, departing the south line of said Block 3, a distance of 80.00 feet to the northwest corner of said 0.055 acre tract;

THENCE, North 81 degrees 58 minutes 23 seconds East, a distance of 30.00 feet to the northeast corner of said 0.055 acre tract;

THENCE, South 08 degrees 01 minutes 37 seconds East, a distance of 80.00 feet to the POINT OF BEGINNING and containing an area of 0.055 acres or 2,400 square feet of land, more or less.

Tract 3:

BEING, all of that 0.034 acre (1,501 square foot) tract of land situated in the Daniel Crist Survey, Abstract No. 2326, in the City of Garland, Dallas County, Texas; being all of that that called 0.034 acre tract of land described in Limited General Warranty Deed to Firewheel Outdoor Digital Network LP as recorded in Instrument No. 202400130447 of the Official Public Records of Dallas County, Texas; said 0.034 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TxDOT monument with Brass Disk found at the southeast corner of Lot 1R, Block 3, Firewheel Center, an addition to the City of Garland as recorded in Volume 2003247,

Page 355 of the Plat Records of Dallas County, Texas; said point being in the west right-of-way line of Firewheel Parkway (120-foot right-of-way);

THENCE, with the south line of said Block 3, the following three (3) courses and distances:

South 37 degrees 03 minutes 36 seconds West, a distance of 63.01 feet to a 5/8-inch iron rod with "PBS&J" cap found for corner in; said point being in the north right-of-way line of President George Bush Turnpike (variable width right-of-way);

South 81 degrees 58 minutes 23 seconds West, with the north line of said President George Bush Turnpike, a distance of 358.24 feet to a 1/2-inch iron rod found for corner at the beginning of a non-tangent curve to the right;

In a southwesterly direction, with said curve to the right in the north line of said President George Bush Turnpike, an arc length of 271.81 feet, having a radius of 1,639.78 feet, a central angle of 09 degrees 29 minutes 51 seconds, and a chord which bears South 86 degrees 48 minutes 27 seconds West, 271.50 feet to the POINT OF BEGINNING at the southeast corner of said 0.034 acre tract; said point being in said curve to the right;

THENCE, in a southwesterly direction, continuing with said curve to the right in the south line of said Block 3 and the north line of said President George Bush Turnpike, an arc length of 30.00 feet, having a radius of 1,639.78 feet, a central angle of 01 degrees 02 minutes 54 seconds, and a chord which bears North 87 degrees 55 minutes 10 seconds West, 30.00 feet to a point at the southwest corner of said 0.034 acre tract;

THENCE, North 02 degrees 04 minutes 49 seconds East, departing the south line of said Block 3, a distance of 50.00 feet to the northwest corner of said 0.034 acre tract;

THENCE, South 87 degrees 55 minutes 11 seconds East, a distance of 30.00 feet to the northeast corner of said 0.034 acre tract;

THENCE, South 02 degrees 04 minutes 49 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.034 acres or 1,501 square feet of land, more or less.



GARLAND

CITY COUNCIL STAFF REPORT

9

Meeting Date: May 19, 2026

Title: Proposed Development Agreement for Joe V's Smart Shop by H-E-B, L.P.

Submitted by: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue / Summary

Council is requested to consider a development agreement between H-E-B L.P. and the City of Garland. This agreement involves three parcels for approximately 12.8 acres at the corner of W. Centerville Road and Broadmoor Drive. Council considered this item at the March 2, 2026 Work Session.

Background

H-E-B L.P. is a large regional grocer with projects in Texas and Mexico, with over 450 stores across their portfolio. H-E-B has a number of grocery formats, including Joe V's Smart Shop, Central Market, H-E-B, and Mi Tienda. The new proposed development would bring an approximately 50,000 SF Joe V's Smart Shop grocery lot adjacent to the existing Ross Dress for Less.

H-E-B L.P. anticipates investing approximately \$8.5 Million and will bring new property and sales tax to the City. The development agreement includes provisions for the rebate of sales and property taxes, and assistance with demolition activities and additional façade and infrastructure upgrades. The developer will be required to open by specified dates in order to receive incentives.

Consideration / Recommendation

Staff recommends approval of the proposed Development Agreement.

Attachments

- A. JOE V's - Public Session
- B. Partially Executed - Joe Vs Centerville - 380 Incentive Agreement 4917-0604-2502 v.11

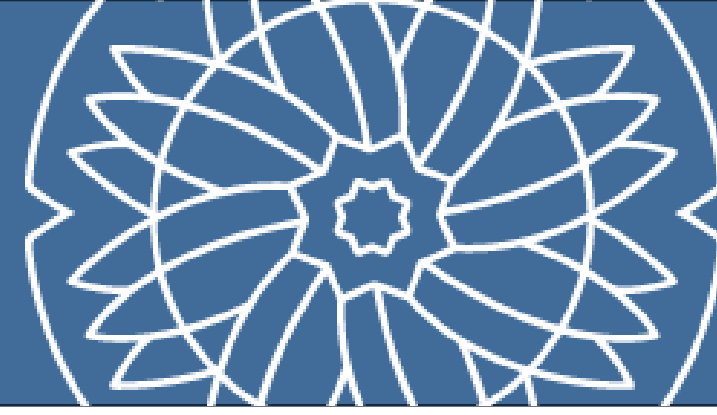


GARLAND

Joe V's Smart Shop

May 19, 2026

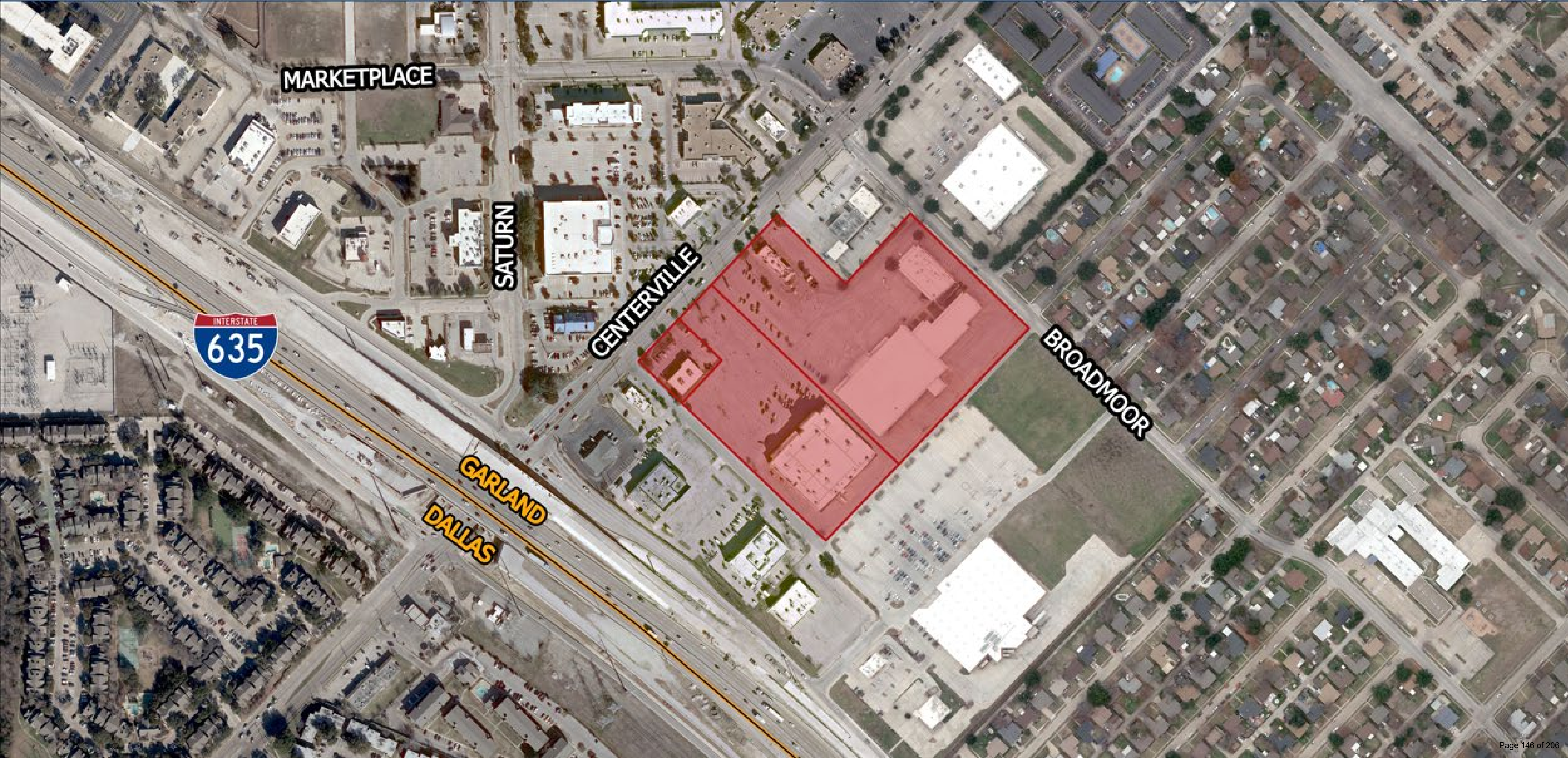
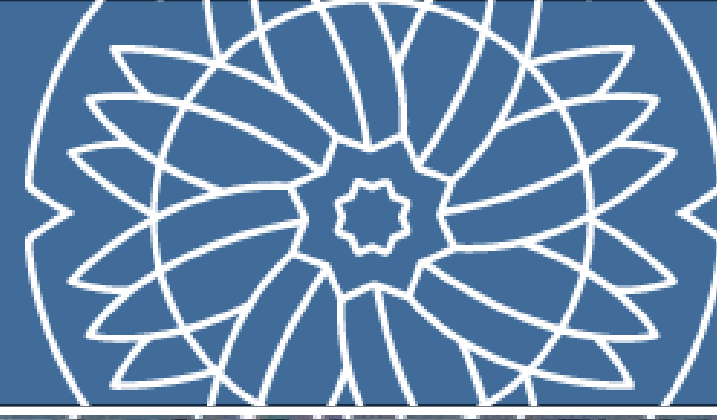
About Developer: H-E-B



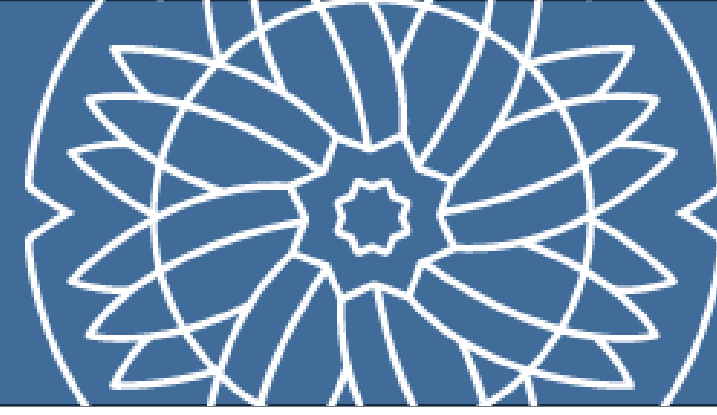
- ❑ Popular Regional Grocer
 - ❑ 455+ Store in Texas and Mexico
 - ❑ 170,000+ Partners
 - ❑ \$50+ Billion in annual Sales
 - ❑ Established in 1905
- ❑ Multiple Recent Projects in the DFW Market
- ❑ Multiple formats for stores
 - ❑ H-E-B
 - ❑ Joe V's Smart Shop
 - ❑ Central Market
 - ❑ Mi Tienda



Site

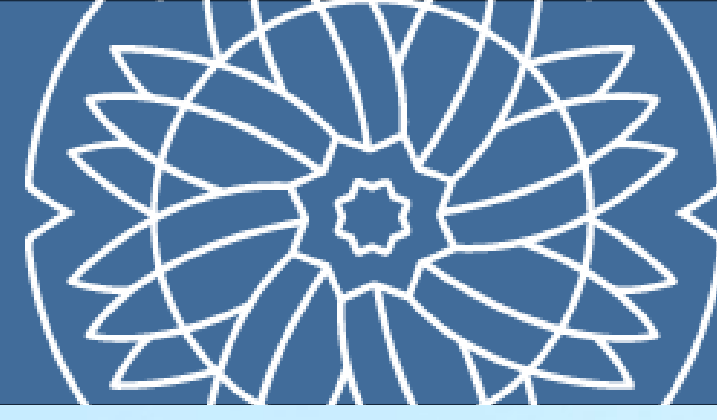


History of Shopping Center

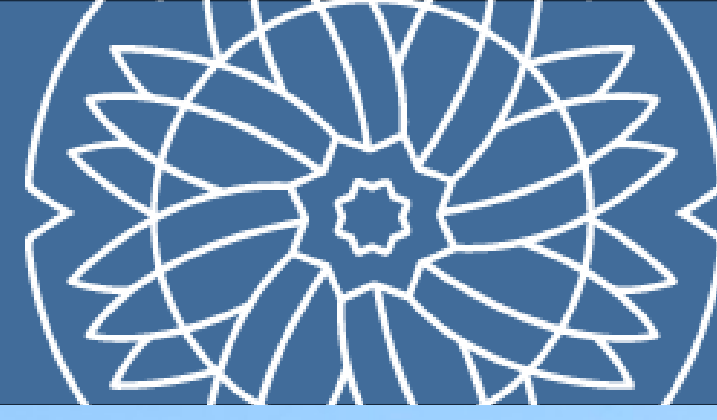


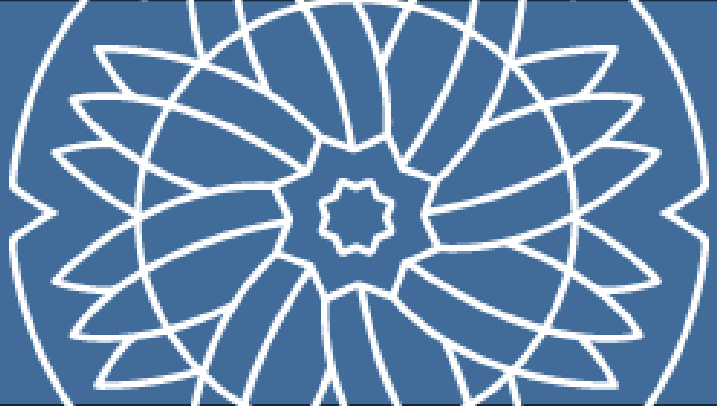
- ☐ **Prior Kroger anchored shopping center**
 - ☐ **Kroger closure 2005/06**
- ☐ **Multiple attempts to fill the anchor space/redevelop**
 - ☐ **2010 Exterior Remodel but high levels of vacancy remained**
 - ☐ **Multiple retailers attempted to purchase or redevelop, but no movement**
- ☐ **2025 – H-E-B purchased site**

Existing Buildings



Existing Buildings



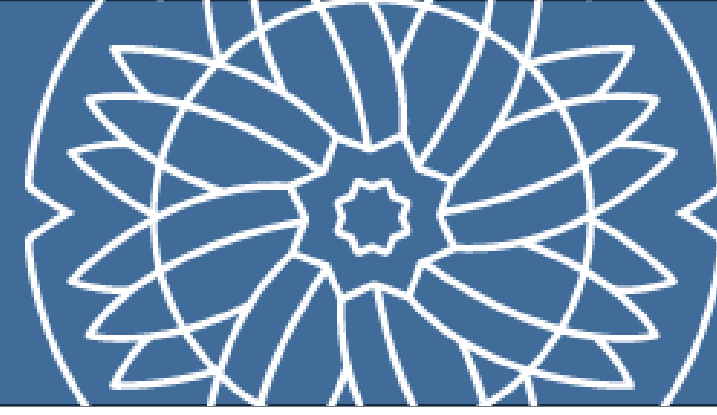


☐ **Current Revenue**

	RE Value		BPP Value	City Revenue
	Improvement	Land		
1030 W Centerville	\$328,110	\$2,431,730	-	\$19,035.89
TOTAL				\$19,035.89

- ☐ **Revitalized Shopping Center that has been vacant for 20+ years**
- ☐ **New Grocer and a Pad Site**
 - ☐ **New retail tenants expected for remaining of the shopping center**
 - ☐ **Updated Façade and Landscaping**

Proposal



- ☐ **Minimum of \$7 million investment**
- ☐ **Obtaining CO before December 31, 2029**

- ☐ **Tax Rebate**
 - ☐ **50% for 10 years on Real Estate and Sales Tax**
- ☐ **Cash Grant**
 - ☐ **Up to \$1.5 Million**
 - ☐ **For Façade Improvement, Infrastructure, and Partial Demolition Costs**

Thank You

Questions?



ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN THE CITY OF GARLAND AND H-E-B, LP

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (“Agreement”) is made by and between the **City of Garland**, a Texas home-rule municipality (“City”), and **H-E-B, LP**, a Texas limited partnership (“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 is the owner of approximately 13.512 acres at 1110 W. Centerville Road, 1202 W. Centerville Road, and 1214 W. Centerville Road and intends to redevelop all or a portion of the existing building (“Building”), depicted on Exhibit A attached hereto into a grocery store of not less than fifty thousand (50,000) square feet, which may include modifications and improvements to the surrounding common areas and other site work (the “Development”);

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 fifty percent (50%) of real estate (“Real Estate”) taxes assessed within a given year following the Developer obtaining a CO for the Building for ten (10) full calendar years following receipt of the CO for the Building, up to fifty percent (50%) of Local Sales Tax Receipts within a given year following the Developer obtaining a CO for the Building for ten (10) full calendar years following receipt of the

CO, up to a maximum of One Million Dollars (\$1 million) across all tax-based (Real Estate and sales from the Development) rebates, and up to a maximum of One Million Five Hundred Dollars (\$1,500,000.00) in Development Costs, as more fully outlined below, if paid by the Developer for the Development; 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 considerations, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Definitions:

"CO" means a Certificate of Occupancy or equivalent thereof (including a temporary CO) issued by the City to the Developer upon the completion of the redeveloped grocery store building contemplated herein.

"DCAD" means the Dallas Central Appraisal District or its successor.

"Development" has meaning described within the Recitals of this Agreement.

"Development Costs" means the fees incurred and paid by Developer in connection with the redevelopment of the Development, to include fees for enhanced façade improvements, infrastructure upgrades, and demolition work as generally depicted on Schedule 1 hereto and any other work set forth therein; provided that City acknowledges that Developer is not obligated to perform all or any of such work (collectively, the "Approved Costs"). "Development Costs" 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 (except for the Approved Costs), or other fees of any kind other than those identified in the first sentence of this definition. The Development Costs for this Development must be actually incurred by Developer and will be reimbursed by the City pursuant to the terms of this Agreement.

"Incentive" means the City's reimbursement, upon certain conditions set forth herein, up to up to fifty percent (50%) of Real Estate taxes assessed within a given year after Developer obtains a CO for the Building and continuing for ten (10) full calendar years following receipt of the CO, up to fifty percent (50%) of Local Sales Tax Receipts within a given year after Developer obtains a CO for the Building for ten (10) full calendar years following receipt of the CO, up to a maximum of One Million Dollars (\$1 million) across all tax-based (Real Estate and sales from the Development) rebates, and up to a maximum of One Million Five Hundred Dollars (\$1,500,000.00) in Development Costs, as more fully outlined below.

“Local Sales Tax Receipts” means the City’s one percent (1%) Sales and Use Tax annually received by the City from the State of Texas and/or the Texas Comptroller and designated to the City’s general fund from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items consummated on the Property.

“Party” means either the City or the Developer, and “Parties” means, collectively, the City and the Developer.

“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 13.512 acres at 1110 W. Centerville Road, 1202 W. Centerville Road, and 1214 W. Centerville Road City of Garland, Dallas County, Texas, and more particularly described and referenced in this Agreement as “Exhibit A,” and attached to this Agreement.

“Sales and Use Tax” means all of the sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, as amended, on the sale of Taxable Items consummated on the Property.

“Tax Certificate” means a certificate from the Texas Comptroller of Public Accounts or other statement in a form reasonably acceptable to the City setting forth the following: (a) the collection of the Sales and Use Taxes received by the City on the sale of Taxable Items consummated on the Property for the applicable period which are to be used to determine the Local Sales Tax Receipts; and (b) any such supporting documentation as the City may reasonably request.

“Taxable Items” has the same meaning assigned by Chapter 151, Texas Tax Code, as amended.

“Term” has the meaning given such term in Section 2 of this Agreement.

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 ten (10) full calendar years following Developer’s receipt of the CO.

Notwithstanding the foregoing, if Developer has not obtained a CO for the grocery store building by December 31, 2031, subject to Force Majeure, Developer shall not be entitled to any incentives under this Agreement and it shall automatically terminate.

This Agreement shall be effective (“Effective Date”) as of the date of the last Party to execute this Agreement.

Section 3. Developer’s Obligations.

(A) Developer shall submit to the Economic Development Director of the City the following documentation, as a condition precedent to receive the Incentive:

(1) A copy of the CO for the Building issued by the City having a date issued on or before December 31, 2029, subject to extension for Force Majeure;

(2) a certificate executed by an officer of Developer certifying that Developer has invested at least \$7,000,000.00 into the redevelopment of the Development (subsections (1) and (2) hereof collectively being referred to herein as the “Incentive Condition”); and

(3) copies of receipts and other evidence suitable to the City establishing the amount the Developer paid in Development Costs, subject to a cap on potential reimbursement of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for all collective Development Costs rebates.

Section 4. City’s Obligations.

(A) As specified in Section 3 above, upon Developer’s satisfaction of the Incentive Condition, the City shall pay the Incentives as follows:

- (i) For ten (10) full calendar years following receipt of the CO, the City shall pay as a rebate to Developer the amount of fifty percent (50%) of the Local Sales Tax Receipts within a given year within ninety (90) days after City’s receipt of the Sales Tax Information (as defined below). Developer shall provide an annual report to the Texas Comptroller in form acceptable to Developer reporting the local sales and use taxes collected by Developer as a result of Developer’s operation located on the Property (the “Sales Tax Report”). Developer will provide a release to the Texas Comptroller that will allow the Texas Comptroller to release to the City the amount of sales and use tax generated by the grocery store (the “Sales Tax Information”). The City shall have no right to review or audit records of Developer. The City agrees to keep the Sales Tax Information “Confidential” consistent with Sec. 321.3022(f) of the Texas Tax Code, and to the extent allowed by law.
- (ii) Upon Developer obtaining a CO for the Building by the deadline listed for therein, the City shall pay as a rebate to Developer the amount of fifty percent (50%) of the Real Estate tax paid by Developer within a given year within ninety (90) days after receipt of paid tax receipts from Developer or other evidence of sums paid by Developer to the tax collector for the applicable year for up to ten (10) full calendar years subsequent to the receipt of a CO for the Building.
- (iii) Within ninety (90) days following Developer’s satisfaction of the Incentive Condition and delivery to the City of receipts evidencing Developer’s expenditure of Development Costs, up to the caps described above paid by Developer during development, the City shall pay as a rebate to Developer the Development Costs, not to exceed the total aggregate amount of One Million Five Hundred Thousand Dollars (\$1.5 million).

Section 5. Source of Funds. The monetary portion of the Incentive shall be paid only from the Sales tax revenue and Real Property tax revenue, respectively, actually received in hand by the City from the Developer and from economic development bond funds. 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 fifty percent (50%) of the Real Estate tax paid within a given year, received in hand by the City and paid by the Developer for this Development, (50%) of the Local Sales Tax Receipts within a given year, and One Million Five Hundred Thousand Dollars (\$1.5 million) in total aggregate Development Costs. 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 (unless Developer defers the City's payment obligations hereunder until any such protest or challenge is complete); (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. Default. If either Party fails to timely comply with any of the requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, such failure shall be a default by said Party (“Defaulting Party”) and it shall have thirty (30) days to cure such default (or such longer amount of time as is reasonably necessary to cure the default, not to exceed 100 days) upon receipt of written notice thereof by the non-defaulting party (“Non-Defaulting Party”). The Non-Defaulting Party shall have the right to pursue any rights or remedies at law or in equity against the Defaulting Party for any default that is not cured within the foregoing time period (provided this Agreement may only be terminated as set forth in Section 2) and in which case the Defaulting Party shall be liable to the Non-Defaulting Party for any and all actual costs, demands, claims, judgments and/or damage (including reasonably incurred attorneys’ fees and court costs) plus any other amounts due hereunder that may be incurred by the Non-Defaulting Party as a result or arising out of such default; provided, however, that in no event shall the Defaulting Party be liable for consequential or punitive damages. Notwithstanding anything herein to the contrary, in the event Developer does not satisfy all or any of the conditions set forth in Section 3 above pursuant to the timelines set forth therein, the City’s sole remedy shall be to terminate this Agreement at any time prior to Developer’s satisfaction of such conditions.

Notwithstanding any statement to the contrary, nothing in this Agreement shall be construed as an obligation or covenant of Developer to construct, redevelop, complete, open or operate all or any portion of the Property or perform any work, spend any funds and/or construct or redevelop any improvements; rather, the performance requirements set forth herein are conditions precedent to Developer’s receipt of the Incentive payments.

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. Force Majeure. Any period of time or deadline for a Party’s actions or performance shall be extended by delays resulting from causes beyond the reasonable control of a Party, which the Party in question, despite the use of good faith and diligent efforts, is unable to overcome, including any delay caused by fire, flood, civil disturbance, act of public enemy, war, riot, sabotage, blockage, embargo, unavailability of, shortages, or delays in materials or labor, pandemic, Act of God, earthquake, tornado or hurricane (“Force Majeure”). The provisions of this Section shall not operate to excuse any Party from the prompt payment of any monies required by this Agreement. As soon as reasonably practical after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party.

Section 11. Maintenance. Developer agrees to maintain the Building in accordance with Developer's maintenance standards for the majority of its Joe V's stores in the Texas area, as reasonably determined by Developer in accordance with its internal practices and standards. In no event shall this section require Developer to make capital improvements to the Building, or changes to the elevations or exterior of the Building.

Section 12. Accommodation of Financing Parties. To facilitate the Developer's obtaining of financing to redevelop 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 13. Entire Agreement. This Agreement and its Exhibits 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 14. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City.

Section 15. 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 16. 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 17. 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:

H-E-B, LP
3890 W. Northwest Highway
Dallas, Texas 75220
Attn: Brooke Schroder
Phone: (214) 789-4375
Fax: (281) 364-5260

With a required copy to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

With a required copy to:

Golden Steves & Gordon LLP
200 E. Basse Rd., Suite 200
San Antonio, Texas 78209
Attn: Ami E. Gordon
Phone: (210) 745-3700
Fax: (210) 745-3737

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

Section 18. 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 19. 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 20. 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 21. 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 22. 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.

Section 23. Confidentiality. The Parties acknowledge that Developer may, from time to time, provide the City with information or data which Developer considers and identifies to be confidential, trade secret, commercial, financial or proprietary information. Pursuant to the requirements of the Texas Public Information Act ("TPIA"), if the City receives a request for information, the City shall respond to the request in accordance with the procedures set forth in the TPIA. Specifically, the City will promptly notify Developer of its receipt of the request.

EXECUTED and EFFECTIVE as of the ____ day of May, 2026.

DEVELOPER
H-E-B, LP
a Texas limited partnership

By: BS _____

Name: Benjamin R. Scott

Title: Group Vice President of Real Estate
and Shopping Center Development

Date Executed: March 4th, 2026

CITY
City of Garland, a Texas home-rule municipality

By: _____

Michael Betz
Interim City Manager

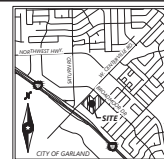
Date Executed: _____

EXHIBIT "A"
Property Legal Descriptions

BEING SITUATED IN THE THEOPHALUS THOMAS SURVEY, ABSTRACT NO. 1461, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK 1, NEW WORLD SHOPPING CENTER NO. 3, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 72086, PAGE 3065, DEED RECORDS, DALLAS COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK 1, SECOND INSTALLMENT, NEW WORLD SHOPPING CENTER NO. 3, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 72086, PAGE 3075, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING ALL OF LOT 3, BLOCK 1, NEW WORLD SHOPPING CENTER NO. 4, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 73200, PAGE 721, OF SAID DEED RECORDS, DALLAS COUNTY, TEXAS.

SCHEDULE 1
Development Costs

[see attached]



E6	VICINITY MAP
----	--------------

NOT TO SCALE

LEGEND

EXISTING	PROPOSED	PROPERTY CORNER REMARKS
		12" STANDARD POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		GAS METER
		ELECTRICAL MANHOLE
		WATERMAN MANHOLE
		WATER MANHOLE
		CLEAN OUT
		CURB INLET
		HANDCARRIED PARKING SPACE
		SIGN
		ELECTRIC METER
		ELECTRIC TRANSFORMER
		TELEPHONE SERVICE BOX
		OVER HEAD ELEC. LINE
		STORM SEWER LINE
		WATER LINE
		WASTEWATER LINE
		UNDERGROUND ELECTRIC LINE
		GAS LINE
		PROPERTY LINE
		CONTOUR
		LANDSCAPE AREA

CAUTION !!!

EXISTING UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE



NOTES:
1. FULL DEPTH SAW CUT, REMOVE & DISPOSE OF EXISTING ASPHALT, CONCRETE CURB & SIDEWALK. PAVEMENT REMOVAL TO MATCH EXISTING JOINTS - COORDINATE WITH ENGINEER AS REQUIRED.
2. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.

B6	LEGEND
----	--------

100

LOADPLAIN INFORMATION

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48113C0360L
DATED JULY 07, 2014 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) FOR DALLAS COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.

LOT 3, BLOCK 1, NEW

BENCHMARKS

BENCHMARK

PLEASE BE ADVISED: THIS DOCUMENT MAY CONTAIN SENSITIVE AND/OR PROPRIETARY INFORMATION AND THEREFORE MUST BE TREATED AS A CONFIDENTIAL DOCUMENT. ACCEPTANCE OF THIS DOCUMENT CONSTITUTES AN AGREEMENT THAT THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN SHALL BE MAINTAINED IN CONFIDENTIALITY AND TRANSMITTED IN A CONFIDENTIAL MANNER. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED, RELEASED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF H.E.B. GROCERY. ANY DISTRIBUTION TO NON-H.E.B. ENTITIES OR PERSONS MUST BE SUBJECT TO A WRITTEN CONFIDENTIALITY AGREEMENT.

A6

PROJECT INFO

[illegible]



GARLAND

CITY COUNCIL STAFF REPORT

10

Meeting Date: May 19, 2026

Title: Brand Road (S.H. 190 to Muirfield) Project - Eminent Domain Authorization

Submitted by: Tamera Wilson, Department Coordinator I

Strategic Focus Area: Well-Maintained City Infrastructure

Issue / Summary

Council is requested to consider and take appropriate action regarding the finding that necessity and convenience require the acquisition of real property, located along Brand Road between S.H. 190 and Muirfield Road in the City of Garland, Dallas County, Texas, for the Brand Road (S.H. 190 to Muirfield) Project and the authorization of the use of eminent domain to acquire said property. Council considered this item at the May 18, 2026 Work Session.

Background

The City does not own the property rights necessary to construct the Project (CIP 14273) and has engaged in preliminary efforts to acquire the necessary property interests. The City is seeking authorization to initiate the formal offer process, and if such process proves unsuccessful, file an eminent domain petition. Council considered this item at the May 18, 2026 Work Session.

Consideration / Recommendation

Staff recommends that Council approve a resolution to authorize the use of eminent domain to acquire the property interests needed for the Brand Road (S.H. 190 to Muirfield) Project.

Attachments

- A. Exhibits A-D - ROW-PUE-GSAE-DE
- B. P01-Brand Road Parcel Location Map

EXHIBIT A
RIGHT-OF-WAY
Oliver Dewey Mayor Foundation
Lot 1, Block 1
BRAND/190 ADDITION
Part of James Howard Survey, A-0542
BRAND ROAD CIP (S. H. 190-Muirfield)
Parcel 1A-R

BEING a tract of land now or formerly standing in the name Oliver Dewey Mayor Foundation as evidenced by the deed dated the 12th day of January, 1993, and recorded in Volume 93010, at Page 2883 of the Deed Records of Dallas County, Texas, and being situated in the J. Howard Survey, Abstract No. 542, Dallas County, within The City of Garland, Texas, and also being in Lot 1, Block 1 of BRAND/190 Addition, according to the plat thereof recorded in Volume 99183, at Page 1481 of the Deed Records of Dallas County, Texas, and being more particularly described in two tracts as follows:

BEGINNING at a 3-1/4-inch brass monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found marking an ell corner on the northwesterly right-of-way line of East Brand Road (a variable width right-of-way) and on the northwesterly line of a 26.2637-acre tract of land designated as Parcel 27 as described in the Special Warranty Deed Dated the 24th day of June, 1987, from The City of Garland, Texas, to The State of Texas, and recorded in Volume 87143, at Page 4864 of the Deed Records of Dallas County, Texas, said line now being the northerly right-of-way line of State Highway No. 190 said 3-1/4-inch brass monument having coordinates of:

X = 2,542,217.21 feet
Y = 7,036,513.18 feet;

THENCE S 84°51'26"W with said northerly right-of-way line of State Highway No. 190 for a distance of 10.37 feet to a 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND | RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB" (hereafter COG);

THENCE departing the northerly right-of-way line of State Highway No. 190 and running over and across said Lot 1, Block 1 for the following three courses and distances:

- 1.N 45°32'31"E for a distance of 76.85 to a COG;
- 2.N 51°48'45"E for a distance of 98.27 to a COG;
- 3.N 45°14'16"E for a distance of 113.16 to a COG on the northwesterly right-of-way line of aforementioned East Brand Road;

THENCE S 43°46'34"W with the northwesterly right-of-way line of said East Brand Road for a distance of 208.86 feet to a point;

THENCE with the northerly or northeasterly line of said Parcel 27 and with the right-of-way line of State Highway No. 190 the following two (2) courses and distances:

- 1.N 40°08'41"W for a distance of 10.20 feet to a point from which a 1/2-inch steel rod with a yellow plastic cap stamped "JDJR" found bears N 13-3/4°W a distance of 0.7 feet;
- 2.S 45°24'20"W for a distance of 71.67 feet to the POINT OF BEGINNING and containing 1,564 square feet or 0.036 acres of land.



A graphical exhibit of even date accompanies these field notes.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mapping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1A-R

MARCH 2024	2346-15	Sheet 1 of 4
rdelta ENGINEERS		
618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515		

EXHIBIT A

RIGHT-OF-WAY

Oliver Dewey Mayor Foundation
Lot 1, Block 1
BRAND/190 ADDITION
Part of James Howard Survey, A-0542
BRAND ROAD CIP (S. H. 190-Muirfield)
Parcel 1A-R

LEGEND

BDF = 3-1/4-inch brass monument stamped
"TEXAS DEPARTMENT OF TRANSPORTATION"
found

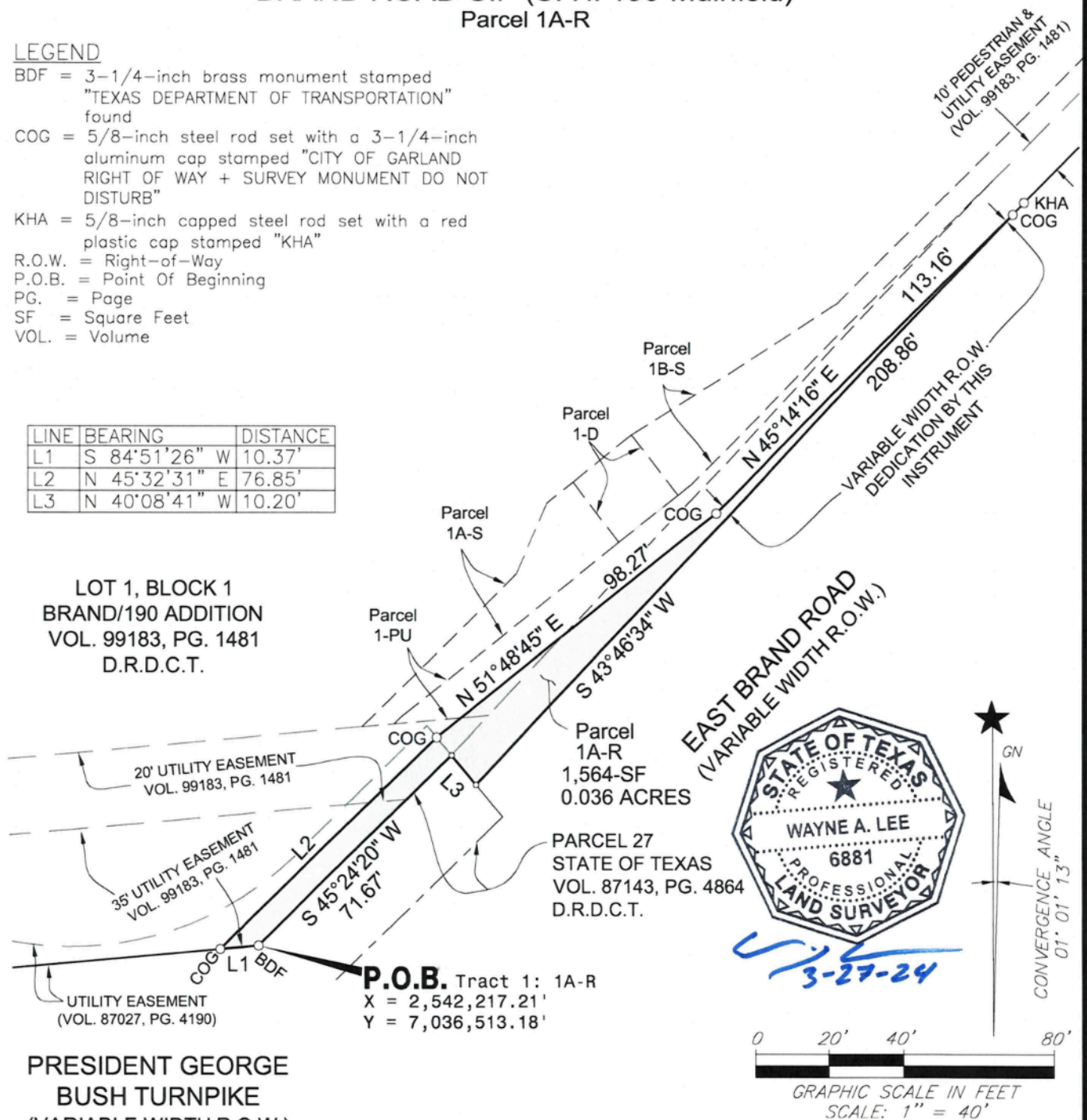
COG = 5/8-inch steel rod set with a 3-1/4-inch
aluminum cap stamped "CITY OF GARLAND
RIGHT OF WAY + SURVEY MONUMENT DO NOT
DISTURB"

KHA = 5/8-inch capped steel rod set with a red
plastic cap stamped "KHA"

R.O.W. = Right-of-Way
P.O.B. = Point Of Beginning
PG. = Page
SF = Square Feet
VOL. = Volume

LINE	BEARING	DISTANCE
L1	S 84°51'26" W	10.37'
L2	N 45°32'31" E	76.85'
L3	N 40°08'41" W	10.20'

LOT 1, BLOCK 1
BRAND/190 ADDITION
VOL. 99183, PG. 1481
D.R.D.C.T.



**PRESIDENT GEORGE
BUSH TURNPIKE
(VARIABLE WIDTH R.O.W.)**

Field notes of even date accompanies this graphical exhibit.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mapping angle at the Point of Beginning is +1° 01' 13". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1A-R

MARCH 2024	2346-15	Sheet 2 of 4
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ENGINEERS

618 Main Street
Garland, TX 75040
Ph. (972) 494-5031
Fax (972) 487-2270
www.rdelta.com
TBPE No. F-1515

EXHIBIT A
RIGHT-OF-WAY
Oliver Dewey Mayor Foundation
Lot 1, Block 1
BRAND/190 ADDITION
Part of James Howard Survey, A-0542
BRAND ROAD CIP (S. H. 190-Muirfield)
Parcel 1B-R

BEGINNING at a 5/8-inch capped steel rod with a red plastic cap stamped "KHA" found at the intersection of the southwesterly right-of-way line of River Oaks Parkway (60-foot ROW) with the northwesterly line of East Brand Road (70-foot ROW) according to the 10-foot right-of-way dedication by the plat of the aforementioned plat of BRAND/190 Addition, said 5/8-inch capped steel rod having coordinates of:

X = 2,542,763.50 feet
Y = 7,037,046.43 feet;

THENCE S 45°21'59"W with the northwesterly right-of-way line of said East Brand Road for a distance of 449.22 feet to a 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND | RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB" (hereafter COG);

THENCE N 45°14'16"E for a distance of 290.38 feet to a COG at the Point of Curvature of a curve to the left having a radius of 766.00 feet, a central angle of 3°10'14" and a chord that bears N 43°39'10"E for a distance of 42.38 feet;

THENCE in a northeasterly direction with the arc of said curve for a distance of 42.39 feet to a COG at the Point of Tangency of said curve;

THENCE N 37°25'30"E for a distance of 81.38 feet to a COG at the Point of Curvature of a curve to the left having a radius of 43.36 feet, a central angle of 11°12'30" and a chord that bears N 31°49'14"E for a distance of 8.47 feet;

THENCE in a northeasterly direction with the arc of said curve for a distance 8.48 feet to a COG at the Point of Tangency of said curve;

THENCE N 00°21'59"E for a distance of 28.82 feet to a COG;

THENCE N 45°28'28"W for a distance of 64.62 feet to a COG;

THENCE N 44°31'32"E for a distance of 6.75 feet to a COG at the southwesterly right-of-way line of the aforementioned River Oaks Parkway;

THENCE S 45°28'28"E with the southwesterly right-of-way line of said River Oaks Parkway for a distance of 100.24 feet to the POINT OF BEGINNING and containing 2,066 square feet or 0.047 acres of land.



Field notes of even date accompanies this graphical exhibit.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mapping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1B-R

MARCH 2024	2346-15	Sheet 3 of 4
rdelta ENGINEERS		
618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515		

EXHIBIT A RIGHT-OF-WAY

Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1B-R

LEGEND

Δ = Central Angle
CHB = Chord Bearing
CHD = Chord Distance
COG = 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB"

KHA = 5/8-inch capped steel rod set with a red plastic cap stamped "KHA"

L = Length
PG. = Page
P.O.B. = Point Of Beginning
R = Radius
R.O.W. = Right-of-Way
SF = Square Feet
VOL. = Volume

10' ELECTRIC EASEMENT
(VOL. 2001025, PG. 6)

R = 43.36'
Δ = 11°12'30"
L = 8.48'
CHB = N 31°49'14" E
CHD = 8.47'

R = 766.00'
Δ = 3°10'14"
L = 42.39'
CHB = N 43°39'10" E
CHD = 42.38'

LOT 1, BLOCK 1
BRAND/190 ADDITION
VOL. 99183, PG. 1481
D.R.D.C.T.

Parcel 1B-S

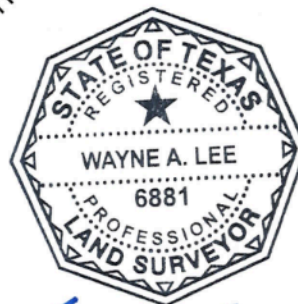
EAST BRAND ROAD
(VARIABLE WIDTH R.O.W.)

RIVER OAKS PARKWAY
(60-FOOT R.O.W.)

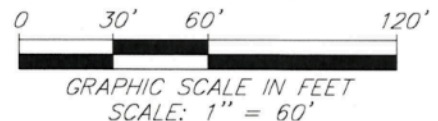
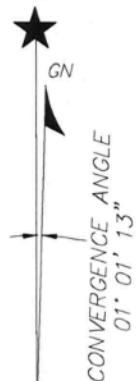
P.O.B. Tract 2:
1B-R
X = 2,542,763.50'
Y = 7,037,046.43'

Parcel 1B-R
2,066-SF
0.047 ACRES

LINE	BEARING	DISTANCE
L1	N 00°21'59"E	28.82'
L2	N 44°31'32"E	6.75'



3-27-24



Parcel 1B-R

MARCH 2024 2346-15 Sheet 4 of 4

rdelta
ENGINEERS

618 Main Street
Garland, TX 75040
Ph. (972) 494-5031
Fax (972) 487-2270
www.rdelta.com
TBPE No. F-1515

Field notes of even date accompanies this graphical exhibit.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mapping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

EXHIBIT B
PEDESTRIAN & UTILITY EASEMENT
Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1-PU

BEING a tract of land now or formerly standing in the name Oliver Dewey Mayor Foundation as evidenced by the deed dated the 12th day of January, 1993, and recorded in Volume 93010, at Page 2883 of the Deed Records of Dallas County, Texas, and being situated in the J. Howard Survey, Abstract No. 542, Dallas County, within The City of Garland, Texas, and also being in Lot 1, Block 1 of BRAND/190 Addition, according to the plat thereof recorded in Volume 99183, at Page 1481 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at o 3-1/4-inch brass monument found stamped "TEXAS DEPARTMENT OF TRANSPORTATION" marking on ell corner on the northwesterly right-of-way line of East Brand Road (a variable width right-of-way) and on the northwesterly line of o 26.2637-acre tract of land designated as Parcel 27 as described in the Special Warranty Deed Dated the 24th day of June, 1987, from The City of Garland, Texas, to The State of Texas, and recorded in Volume 87143, at Page 4864 of the Deed Records of Dallas County, Texas, said line now being the northerly right-of-way line of State Highway No. 190 said 3-1/4-inch brass monument having coordinates of:

X = 2,542,217.21 feet

Y = 7,036,513.18 feet;

THENCE S 84°51'26"W with said northwesterly line of a 26.2637-acre tract and with the northerly right-of-way line of State Highway No. 190 for o distance of 10.37 feet to a 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stompmed "CITY OF GARLAND | RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB" (hereafter COG);

THENCE N 45°32'31"E for o distance of 76.85 feet to a COG;

THENCE N 51°48'45"E for o distance of 11.57 feet to a point on the northwesterly line of an existing 20-foot-wide Utility Easement dedicated in Volume 99183, at Page 1481 and also being the POINT OF BEGINNING of the herein described 912-square-foot tract, and having coordinates of:

X = 2,542,270.82 feet

Y = 7,036,573.22 feet;

THENCE S 84°51'26"W with the said northwesterly line of said 20-foot Utility Easement for o distance of 17.78 feet;

THENCE running over and across said Lot 1, Block 1 the following three (3) courses and distances:

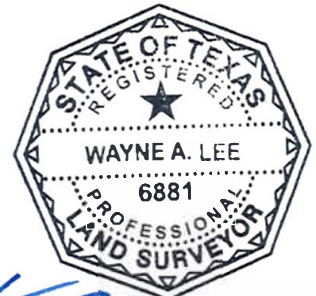
1. N 45°32'31"E a distance of 2.80 feet;

2. N 51°48'45"E a distance of 98.24 feet;

3. N 45°14'17"E a distance of 112.38 feet to a point on the northwesterly line of an existing 10-foot-wide Pedestrian and Utility Easement (P&UE) dedicated by the aforementioned plot of BRAND/190 Addition;

THENCE S 43°48'51"W with the northwesterly line of said 10-foot-wide (P&UE) for a distance of 164.35 feet to a point;

THENCE S 51°48'45"W for o distance of 35.02 feet to the POINT OF BEGINNING and containing 912 square feet or 0.021 acres of land.



A graphical exhibit of even date accompanes these field notes.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mopping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1-PU

3-27-24

MARCH 2024	2346-15	Sheet 1 of 2
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rdelta
ENGINEERS

618 Main Street
Garland, TX 75040
Ph. (972) 494-5031
Fax (972) 487-2270
www.rdelta.com
TBPE No. F-1515

EXHIBIT B PEDESTRIAN & UTILITY EASEMENT

Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1-PU

LEGEND

- BDF = 3-1/4-inch brass monument stamped
"TEXAS DEPARTMENT OF TRANSPORTATION"
found
- COG = 5/8-inch steel rod set with a 3-1/4-inch
aluminum cap stamped "CITY OF GARLAND
RIGHT OF WAY + SURVEY MONUMENT DO NOT
DISTURB"
- KHA = 5/8-inch capped steel rod set with a red
plastic cap stamped "KHA"
- R.O.W. = Right-of-Way
- P.O.B. = Point Of Beginning
- PG. = Page
- SF = Square Feet
- VOL. = Volume



3-27-24

LINE	BEARING	DISTANCE
L1	S 84°51'26" W	10.37'
L2	N 51°48'45" E	11.57'
L3	S 84°51'26" W	17.78'
L4	N 45°32'31" E	2.80'

LOT 1, BLOCK 1
BRAND/190 ADDITION
VOL. 99183, PG. 1481
D.R.D.C.T.

Parcel
1-PU
912-SF
0.021 ACRES

Parcel
1A-R

P.O.B. Tract 3: 1-PU
X = 2,542,270.82
Y = 7,036,573.22

PARCEL 27
STATE OF TEXAS
VOL. 87143, PG. 4864
D.R.D.C.T.

P.O.C. Tract 3: 1-PU
X = 2,542,217.21'
Y = 7,036,513.18'

PRESIDENT GEORGE
BUSH TURNPIKE
(VARIABLE WIDTH R.O.W.)

A graphical exhibit of even date accompanies these field notes.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mopping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1-PU

MARCH 2024 2346-15 Sheet 2 of 2

rdelta
ENGINEERS

618 Main Street
Garland, TX 75040
Ph. (972) 494-5031
Fax (972) 487-2270
www.rdelta.com
TBPE No. F-1515

EXHIBIT C
GRADING & SLOPE EASEMENT

Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1A-S

BEING a tract of land now or formerly standing in the name Oliver Dewey Mayor Foundation as evidenced by the deed dated the 12th day of January, 1993, and recorded in Volume 93010, at Page 2883 of the Deed Records of Dallas County, Texas, and being situated in the J. Howard Survey, Abstract No. 542, Dallas County, within The City of Garland, Texas, and also being in Lot 1, Block 1 of BRAND/190 Addition, according to the plot thereof recorded in Volume 99183, at Page 1481 of the Deed Records of Dallas County, Texas, and being more particularly described in two tracts as follows:

COMMENCING at a 3-1/4-inch brass monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found marking on ell corner on the northwesterly right-of-way line of East Brand Road (a variable width right-of-way) and on the northwesterly line of a 26.2637-acre tract of land designated as Parcel 27 as described in the Special Warranty Deed Dated the 24th day of June, 1987, from The City of Garland, Texas, to The State of Texas, and recorded in Volume 87143, at Page 4864 of the Deed Records of Dallas County, Texas, said line now being the northerly right-of-way line of State Highway No. 190 said 3-1/4-inch brass monument having coordinates of:

X = 2,542,217.21 feet

Y = 7,036,513.18 feet;

THENCE S 84°51'26"W with said northwesterly line of a 26.2637-acre tract and with the northerly right-of-way line of State Highway No. 190 for a distance of 10.37 feet to a 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND | RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB" (hereafter COG) at the southwest corner of the 1,564-square-foot tract previously described as 1A-R;

THENCE N 45°32'31"E for a distance of 76.85 feet to a COG;

THENCE N 51°48'45"E for a distance of 11.57 feet to a point on the northwesterly line of an existing 20-foot-wide Utility Easement dedicated in Volume 99183, at Page 1481;

THENCE S 84°51'26"W with the northwesterly line of said 20-foot Utility Easement for a distance of 17.78 feet to the POINT OF BEGINNING of the herein described 859-square-foot tract, and having coordinates of:

X = 2,542,253.11 feet

Y = 7,036,571.63 feet;

THENCE S 84°51'26"W continuing with the northwesterly line of said 20-foot Utility Easement for a distance of 8.42 feet to a point;

THENCE the following six (6) courses and distances:

1. N 45°32'31"E for a distance of 57.41 feet;
2. N 24°00'53"E for a distance of 20.25 feet;
3. N 51°48'45"E for a distance of 8.77 feet;
4. S 38°11'15"E for a distance of 20.00 feet;
5. S 51°48'45"W for a distance of 73.91 feet;
6. S 45°32'31"W for a distance of 2.80 feet to the POINT OF BEGINNING and containing 859 square feet or 0.020 acres of land.



A graphical exhibit of even date accompanies these field notes.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mapping angle at the Point of Beginning is +1° 01' 13". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmortNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1A-S

MARCH 2024	2346-15	Sheet 1 of 5
		
618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515		

EXHIBIT C GRADING & SLOPE EASEMENT

Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1A-S

LEGEND

BDF = 3-1/4-inch brass monument stamped
"TEXAS DEPARTMENT OF TRANSPORTATION"
found

COG = 5/8-inch steel rod set with a 3-1/4-inch
aluminum cap stamped "CITY OF GARLAND
RIGHT OF WAY + SURVEY MONUMENT DO NOT
DISTURB"

R.O.W. = Right-of-Way

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

PG. = Page

SF = Square Feet

VOL. = Volume

LINE	BEARING	DISTANCE
L1	S 84°51'26" W	10.37'
L2	N 51°48'45" E	11.57'
L3	S 84°51'26" W	17.78'
L4	S 84°51'26" W	8.42'
L5	N 24°00'53" E	20.25'
L6	N 51°48'45" E	8.77'
L7	S 38°11'15" E	20.00'
L8	S 45°32'31" W	2.80'

LOT 1, BLOCK 1
BRAND/190 ADDITION
VOL. 99183, PG. 1481
D.R.D.C.T.

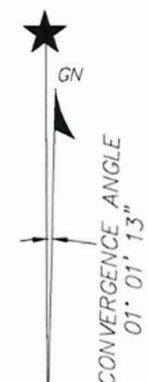
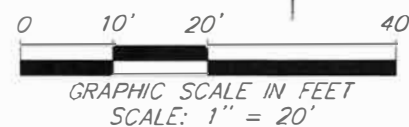
Parcel
1A-S
859-SF
0.020 ACRES

Parcel
1-PU
10' PEDESTRIAN &
UTILITY EASEMENT
(VOL. 99183, PG. 1481)

PARCEL 27
STATE OF TEXAS
VOL. 87143, PG. 4864
D.R.D.C.T.



3-29-24

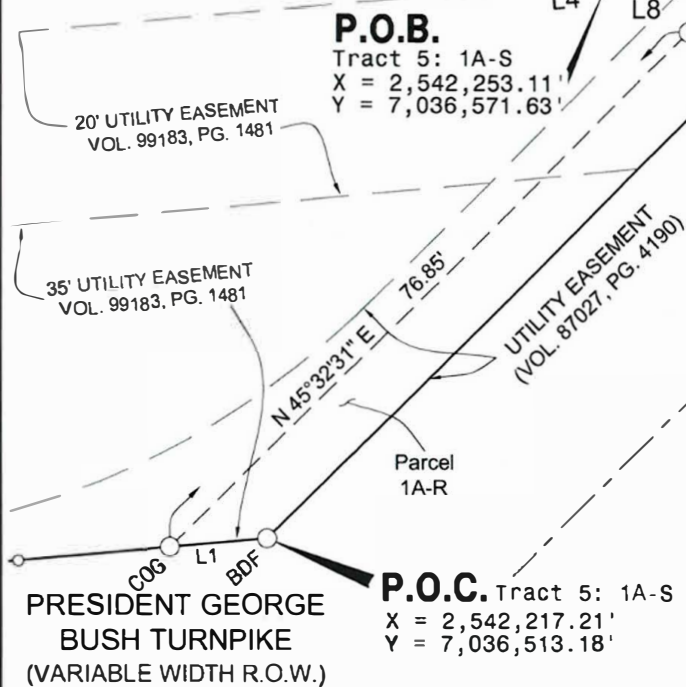


Parcel 1A-S

MARCH 2024	2346-15	Sheet 2 of 5
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TBPE No. F-1515



A graphical exhibit of even date accompanies these field notes.

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EXHIBIT C
GRADING & SLOPE EASEMENT

Oliver Dewey Mayor Foundation
Lot 1, Block 1
BRAND/190 ADDITION
Part of James Howard Survey, A-0542
BRAND ROAD CIP (S. H. 190-Muirfield)
Parcel 1B-S

COMMENCING at a 5/8-inch copped steel rod with a red plastic cop stamped "KHA" found at the intersection of the southwesterly right-of-way line of River Oaks Parkway (60-foot ROW) with the northwesterly line of East Brand Road (70-foot ROW) according to the 10-foot right-of-way dedication by the plot of the aforementioned plot of BRAND/190 Addition, said 5/8-inch copped steel rod having coordinates of:

X = 2,542,763.50 feet
Y = 7,037,046.43 feet;

THENCE N 45°28'28" W with the southwesterly right-of-way line of said River Oaks Parkway for a distance of 100.24 feet to a 5/8-inch steel rod set with a 3-1/4-inch aluminum cop stamped "CITY OF GARLAND | RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB" (hereafter COG);

THENCE S 44°31'32"W for a distance of 6.75 feet to a COG;

THENCE S 45°28'28"E for a distance of 57.87 feet to the POINT OF BEGINNING of the herein described 4,252-square-foot tract, and having coordinates of:
X = 2,542,727.41 feet
Y = 7,037,072.46 feet;

THENCE S 45°28'28" E continuing for a distance of 8.36 feet to a COG;

THENCE S 00°21'59" W for a distance of 28.82 feet to a COG at the beginning of a curve to the right having a radius of 43.36 feet, a central angle of 11°12'30" and a chord that bears S 31°49'14"W for a distance of 8.47 feet;

THENCE in a southwesterly direction with the arc of said curve for a distance 8.48 feet to a COG at the Point of Tangency of said curve;

THENCE S 37°25'30"W for a distance of 22.88 feet to a point on the northwesterly line of an existing 10-foot-wide Pedestrian and Utility Easement dedicated by the aforementioned plot of BRAND/190 Addition;

THENCE S 45°21'21" W with the northwesterly line of said 10-foot-wide Pedestrian and Utility Easement for a distance of 425.53 feet;

THENCE the following seven (7) courses and distances:

1. S 45°14'17" W for a distance of 112.38 feet to a point;
2. S 51°48'45" W for a distance of 4.33 feet to a point;
3. N 38°11'15" W for a distance of 20.00 feet to a point;
4. N 57°58'51" E for a distance of 65.11 feet to a point;
5. N 45°14'16" E for a distance of 489.77 feet to a point;
6. N 37°25'30" E for a distance of 12.72 feet to a point;
7. N 00°21'59" E for a distance of 35.67 feet to the POINT OF BEGINNING and containing 4,252 square feet or 0.098 acres of land.



Field notes of even date accompanies this graphical exhibit.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mopping angle at the Point of Beginning is +1° 01' 13". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1B-S

MARCH 2024	2346-15	Sheet 3 of 5
 ENGINEERS		
618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515		

EXHIBIT C GRADING & SLOPE EASEMENT

Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1B-S

LEGEND

Δ = Central Angle
CHB = Chord Bearing
CHD = Chord Distance
COG = 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB"

D.R.D.C.T. = Deed Records of Dallas County, Texas

KHA = 5/8-inch capped steel rod set with a red plastic cap stamped "KHA"

L = Length

PG. = Page

P.O.B. = Point Of Beginning

R = Radius

R.O.W. = Right-of-Way

SF = Square Feet

VOL. = Volume

LINE	BEARING	DISTANCE
L1	S 44°31'32" W	6.75'
L2	S 45°28'28" E	8.36'
L3	S 00°21'59" W	28.82'
L4	S 37°25'30" W	22.88'
L5	S 51°48'45" W	4.33'
L6	N 38°11'15" W	20.00'
L7	N 37°25'30" E	12.72'
L8	N 00°21'59" E	35.67'

Parcel
1B-S
4,252-SF
0.098 ACRES

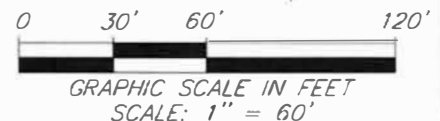
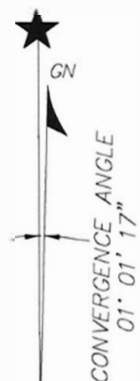
P.O.B. Tract 6: 1B-S
X = 2,542,727.41
Y = 7,037,072.46

P.O.C. Tract 6:
1B-S
X = 2,542,763.50'
Y = 7,037,046.43'
R = 43.36'
Δ = 11°12'30"
L = 8.48'
CHB = S 31°49'14" W
CHD = 8.47'

LOT 1, BLOCK 1
BRAND/190 ADDITION
VOL. 99183, PG. 1481
D.R.D.C.T.

EAST BRAND ROAD
(VARIABLE WIDTH R.O.W.)

10' PEDESTRIAN &
UTILITY EASEMENT
(VOL. 99183, PG. 1481)



Field notes of even date accompanies this graphical exhibit.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mopping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delto Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1B-S

MARCH 2024	2346-15	Sheet 4 of 5
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ENGINEERS

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Fax (972) 487-2270
www.rdelta.com
TBPE No. F-1515

EXHIBIT C GRADING & SLOPE EASEMENT

Oliver Dewey Mayor Foundation

Lot 1, Block 1

BRAND/190 ADDITION

Part of James Howard Survey, A-0542

BRAND ROAD CIP (S. H. 190-Muirfield)

Parcel 1B-S

LEGEND

Δ = Central Angle
CHB = Chord Bearing
CHD = Chord Distance
COG = 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB"

D.R.D.C.T. = Deed Records of Dallas County, Texas

KHA = 5/8-inch capped steel rod set with a red plastic cap stamped "KHA"

L = Length

PG. = Page

P.O.B. = Point Of Beginning

R = Radius

R.O.W. = Right-of-Way

SF = Square Feet

VOL. = Volume

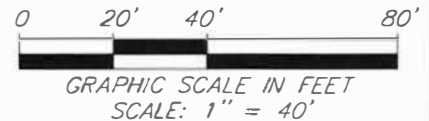
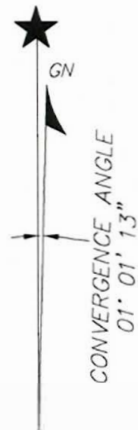
LINE	BEARING	DISTANCE
L1	S 84°51'26" W	10.37'
L2	S 44°31'32" W	6.75'
L3	S 00°21'59" W	28.82'
L4	S 37°25'30" W	22.88'
L5	S 51°48'45" W	4.33'
L6	N 38°11'15" W	20.00'
L7	N 37°25'30" E	12.72'
L8	N 00°21'59" E	35.67'

Parcel
1B-S
4,252-SF
0.098 ACRES

LOT 1, BLOCK 1
BRAND/190 ADDITION
VOL. 99183, PG. 1481
D.R.D.C.T.

10' PEDESTRIAN &
UTILITY EASEMENT
(VOL. 99183, PG. 1481)

EAST BRAND ROAD
(VARIABLE WIDTH R.O.W.)



Field notes of even date accompanies this graphical exhibit.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mopping angle at the Point of Beginning is +1° 01' 17". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.

Parcel 1B-S

MARCH 2024	2346-15	Sheet 5 of 5
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EXHIBIT D
DRAINAGE EASEMENT
Oliver Dewey Mayor Foundation
Lot 1, Block 1
BRAND/190 ADDITION
Part of James Howard Survey, A-0542
BRAND ROAD CIP (S. H. 190-Muirfield)
Parcel 1-D

BEING a tract of land now or formerly standing in the name Oliver Dewey Mayor Foundation as evidenced by the deed dated the 12th day of January, 1993, and recorded in Volume 93010, at Page 2883 of the Deed Records of Dallas County, Texas, and being situated in the J. Howard Survey, Abstract No. 542, Dallas County, within The City of Garland, Texas, and also being in Lot 1, Block 1 of BRAND/190 Addition, according to the plat thereof recorded in Volume 99183, at Page 1481 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 3-1/4-inch brass monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found marking an ell corner on the northwesterly right-of-way line of East Brand Road (a variable width right-of-way) and on the northwesterly line of a 26.2637-acre tract of land designated as Parcel 27 as described in the Special Warranty Deed Dated the 24th day of June, 1987, from The City of Garland, Texas, to The State of Texas, and recorded in Volume 87143, at Page 4864 of the Deed Records of Dallas County, Texas, said line now being the northerly right-of-way line of State Highway No. 190 said 3-1/4-inch brass monument having coordinates of:

X = 2,542,217.21 feet
Y = 7,036,513.18 feet;

THENCE S 84°51'26"W with said northwesterly line of a 26.2637-acre tract and with the northerly right-of-way line of State Highway No. 190 for a distance of 10.37 feet to a 5/8-inch steel rod set with a 3-1/4-inch aluminum cap stamped "CITY OF GARLAND | RIGHT OF WAY + SURVEY MONUMENT DO NOT DISTURB" (hereafter COG);

THENCE N 45°32'31"E for a distance of 76.85 feet to a COG;

THENCE N 51°48'45"E for a distance of 11.57 feet to a point on the northwesterly line of an existing 20-foot-wide Utility Easement dedicated in Volume 99183, at Page 1481;

THENCE S 84°51'26"W with the northwesterly line of said 20-foot Utility Easement for a distance of 17.78 feet;

THENCE N 45°32'31"E for a distance of 2.80 feet;

THENCE N 51°48'45"E for a distance of 73.91 feet to the POINT OF BEGINNING of the herein described 400-square-foot tract, and having coordinates of:

X = 2,513,933.70 feet
Y = 7,037,125.89 feet;

THENCE the following four (4) courses and distances:

1. N 38°11'15"W for a distance of 20.00 feet;
2. N 51°48'45"E for a distance of 20.00 feet;
3. S 38°11'15"E for a distance of 20.00 feet;
4. S 51°48'45"W for a distance of 20.00 feet to the POINT OF BEGINNING and containing 400 square feet or 0.009 acres of land.

A graphical exhibit of even date accompanies these field notes.

The coordinates shown hereon are on the projection grid of the North Central Zone of the Texas Coordinate System of 1983. The bearings shown hereon use the Y-axis of the North Central Zone grid as north. The convergence angle or mopping angle at the Point of Beginning is +1° 01' 13". All distances are reported on the surface. The combined factor is 0.99986351263 as published by TxDOT for the Dallas county-wide combined factor. R-Delta Engineers used the Leica SmartNET Network to obtain the grid coordinates to which this survey is related.



Parcel 1-D

3-27-24

MARCH 2024	2346-15	Sheet 1 of 2
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EXHIBIT D
DRAINAGE EASEMENT
 Oliver Dewey Mayor Foundation
 Lot 1, Block 1

BRAND/190 ADDITION
 Part of James Howard Survey, A-0542
BRAND ROAD CIP (S. H. 190-Muirfield)
 Parcel 1-D

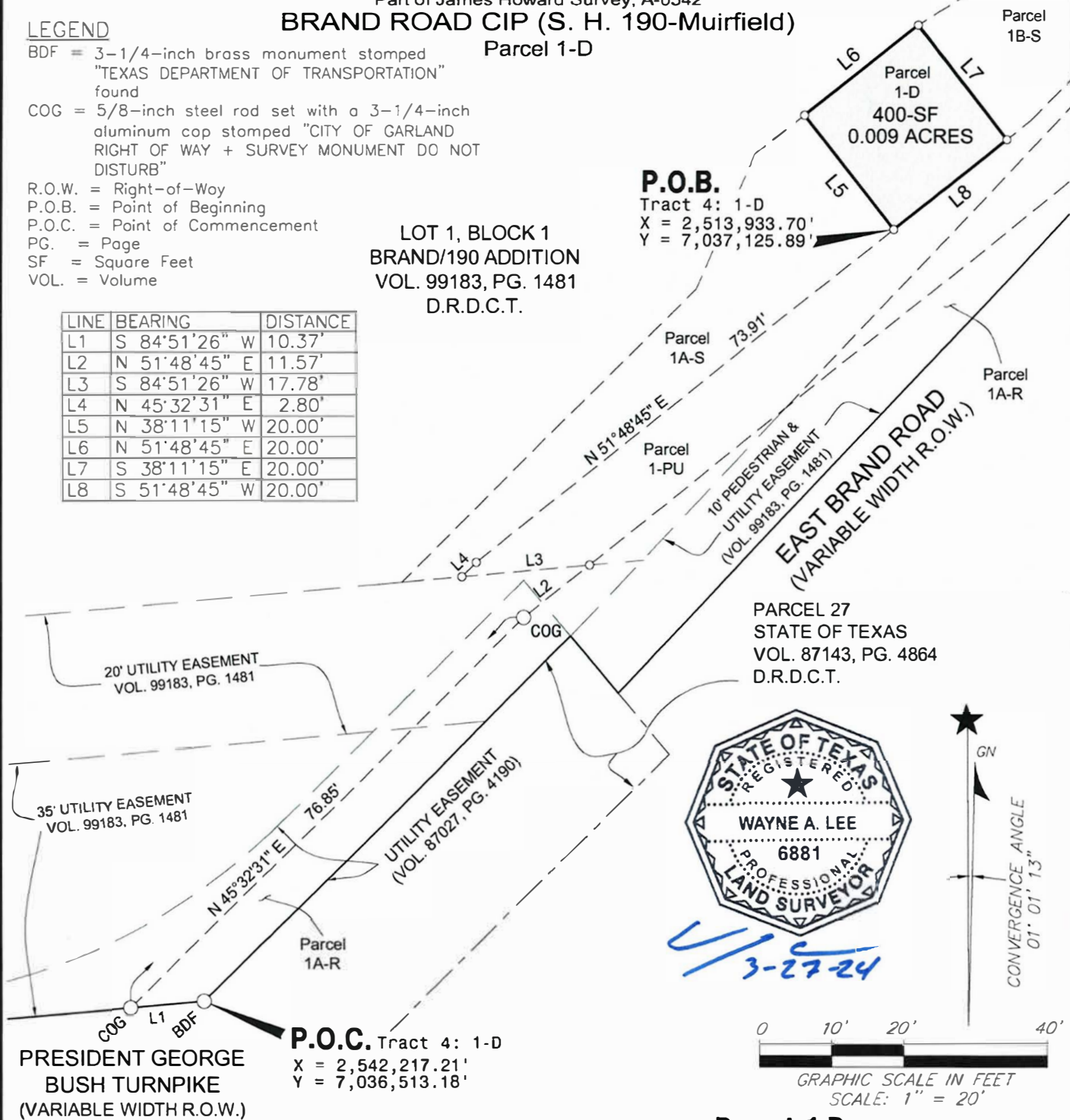
LEGEND

BDF = 3-1/4-inch brass monument stamped
 "TEXAS DEPARTMENT OF TRANSPORTATION"
 found
 COG = 5/8-inch steel rod set with a 3-1/4-inch
 aluminum cap stamped "CITY OF GARLAND
 RIGHT OF WAY + SURVEY MONUMENT DO NOT
 DISTURB"
 R.O.W. = Right-of-Way
 P.O.B. = Point of Beginning
 P.O.C. = Point of Commencement
 PG. = Page
 SF = Square Feet
 VOL. = Volume

LINE	BEARING	DISTANCE
L1	S 84°51'26" W	10.37'
L2	N 51°48'45" E	11.57'
L3	S 84°51'26" W	17.78'
L4	N 45°32'31" E	2.80'
L5	N 38°11'15" W	20.00'
L6	N 51°48'45" E	20.00'
L7	S 38°11'15" E	20.00'
L8	S 51°48'45" W	20.00'

LOT 1, BLOCK 1
BRAND/190 ADDITION
 VOL. 99183, PG. 1481
 D.R.D.C.T.

P.O.B.
 Tract 4: 1-D
 X = 2,513,933.70'
 Y = 7,037,125.89'



**PRESIDENT GEORGE
 BUSH TURNPIKE**
 (VARIABLE WIDTH R.O.W.)

P.O.C. Tract 4: 1-D
 X = 2,542,217.21'
 Y = 7,036,513.18'

Field notes of even date accompanies this graphical exhibit.

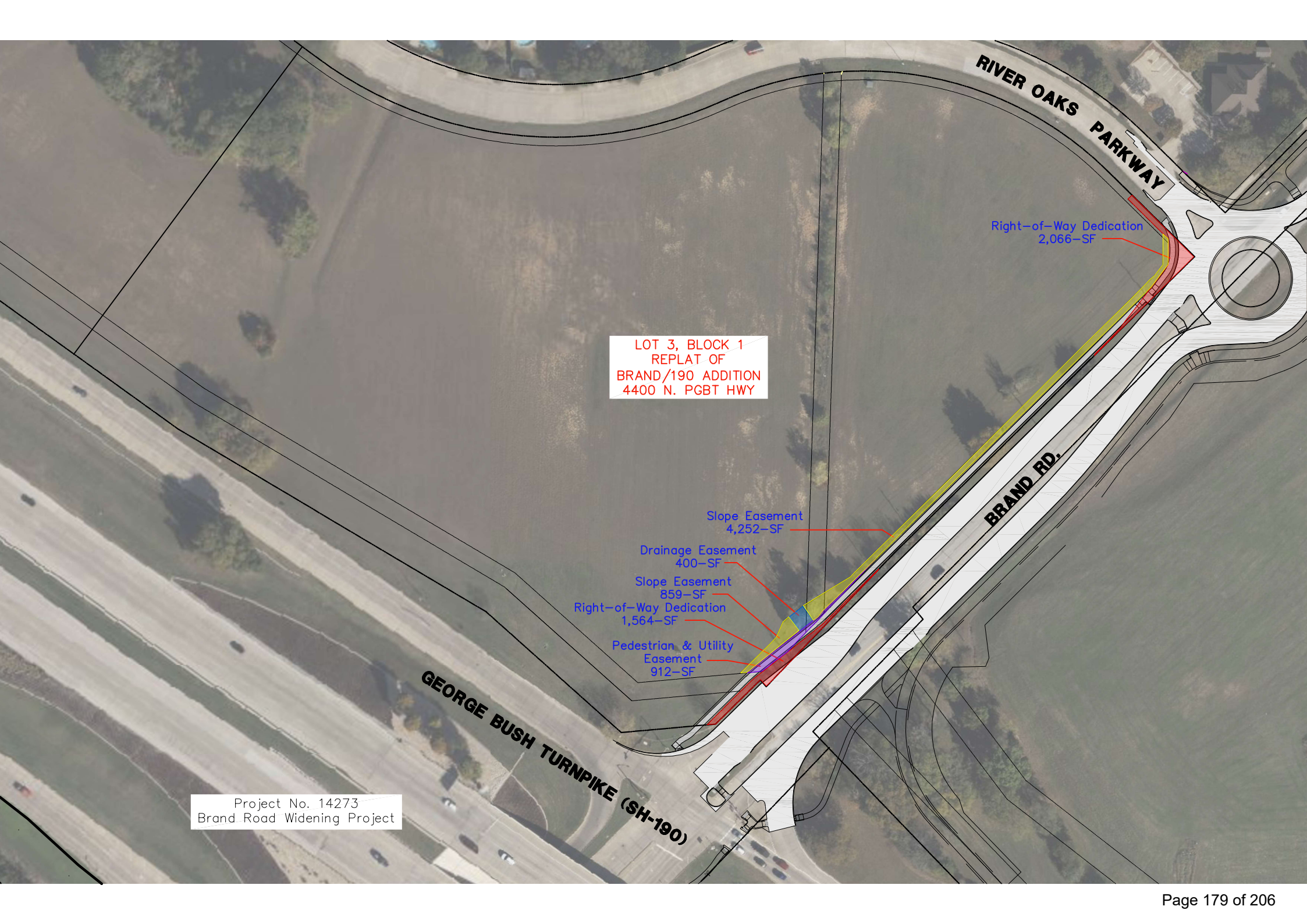
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Parcel 1-D

MARCH 2024	2346-15	Sheet 2 of 2
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 www.rdelta.com
 TBPE No. F-1515



LOT 3, BLOCK 1
REPLAT OF
BRAND/190 ADDITION
4400 N. PGBT HWY

Right-of-Way Dedication
2,066-SF

Slope Easement
4,252-SF

Drainage Easement
400-SF

Slope Easement
859-SF

Right-of-Way Dedication
1,564-SF

Pedestrian & Utility
Easement
912-SF

Project No. 14273
Brand Road Widening Project



GARLAND

CITY COUNCIL STAFF REPORT

11

Meeting Date: May 19, 2026

Title: North Texas Municipal Water District Appointment

Submitted by: Courtney Vanover, Deputy City Secretary

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

Council is requested to consider appointing a representative to the North Texas Municipal Water District Board for a two-year term beginning June 1, 2026.

Background

Council conducted interviews at the May 18, 2026 Work Session.

Consideration / Recommendation

Consider by minute action the appointment of a City of Garland representative to the North Texas Municipal Water District Board.

Attachments

- A. Casey Durrett Application
- B. Clayton Waddle Application
- C. Eric Beshires Application
- D. Harold Hinsley Application
- E. Jack May Application
- F. Jennifer Quattrone Brown Application
- G. Jose Orozco Application
- H. Joseph Dirik Application
- I. Laura Ross Application
- J. Peter Zehr Application
- K. Robert Cooper Application
- L. Susan Mendez Application
- M. Tomas Perez Application



Application for City of Garland Boards and Commissions

First Name:	Casey	Last Name:	Durrett
Address:	117 Fairview St	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, Twitter, Instagram, LinkedIn, Nextdoor, TikTok			
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Garland Cultural Arts Commission	2 nd Choice:	Library Board
		3 rd Choice:	North Texas Municipal Water District Board

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

I have been involved in several things while spending roughly 35 years living in the city.

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

N/A

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

N/a

What is your educational background?

College Degree, 4 year.

Referred by:		District:	2
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Clayton	Last Name:	Waddle
Address:	922 W Avenue F	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):	+1 (214) 334-3632	Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):	04/01/1983		
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?	No		
Length of Garland residency (in years)?	10+ years	Length of Garland residency (in years)?	10+ years
Email address:	claytonw@thewaddlegroup.com		
Do you use, or have you ever used, any of the following:	Facebook, Instagram, Nextdoor		
☐ Facebook	☐ Twitter	☐ Instagram	☐ LinkedIn
☐ Nextdoor	☐ TikTok		
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	North Texas Municipal Water District Board	2 nd Choice:	Bond Committee
		3 rd Choice:	Plan Commission
Please list any experience that qualifies you to serve in the areas you have indicated.			
I have been in infrastructure construction for over 20 years. I have also worked in housing construction and commercial contracting.			
If you have previously served on a City Board or Commission, please specify and list dates of service.			
I have not served on a city board or commission			
List civic or community projects with which you have been involved.			
I am a director for the Dallas Margarita Society, a 501c3 organization that serves at risk youth in the Dallas/Fort Worth Metroplex. I am an Eagle Scout,			
What is your educational background?			
High school diploma, some college.			
Referred by:		District:	2



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Clayton Last Name: Waddle

Title:

Spouse:

Minor Children or Dependents:

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

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

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

I do not have any substantial interest in any organization. I am not married and do not have children.

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

None

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date: 05/27/25 8:37 PM



Application for City of Garland Boards and Commissions

First Name:	Eric	Last Name:	Beshires		
Address:	7217 Covewood Dr.		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75044
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
LinkedIn					

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

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

1 st	North Texas Municipal Water District Board	2 nd Choice:	Texas Municipal Power Agency Board	3 rd Choice:	Plan Commission
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Please list any experience that qualifies you to serve in the areas you have indicated.

I currently serve as Chief Medical Officer/ Vice President of Medical Affairs for Baylor Scott & White Medical Center - Frisco at PGA Parkway. I previously served the same role at Baylor Scott & White - Centennial where I also held the title of Chief Operating Officer. I have an extensive background in physician leadership and medical group leadership both in the outpatient arena as well as the inpatient environment. In addition, I attended Leadership Frisco in 2024 which helped me understand local government better.

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

n/a

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

I developed a Family Medicine practice at the corner of 190 and North Garland Avenue starting in 1998 after joining Family Medical Center at North Garland. I led that group as president for 10 years, managed the medical building and grew the physician group. When we developed the new location of the Baylor Scott & White facility at Telecom and 190, I was the lead physician initiating that project and managing it through completion. Earlier, in 1999, I helped develop the Friendship Health Ministries with Martha Sanford and Jim Witt at First Baptist Church. It eventually became Hope Clinic where I volunteered for many years.

What is your educational background?

I am a graduate of Hickman Elementary, Webb Middle and North Garland High Schools. After undergraduate studies at Texas A&M, I attended Texas A&M College of Medicine receiving an MD degree in 1995. I also have an MBA from UT Dallas completed in 2017.

Referred by:	n/a	District:	1
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name: Beshires

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Harold	Last Name:	Hinsley		
Address:	4002 Kazak St		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75041
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
Facebook, LinkedIn, Nextdoor, TikTok					
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok					
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):					
1 st	North Texas Municipal Water District Board		2 nd Choice:	Garland Cultural Arts Commission	
			3 rd Choice:	Plan Commission	

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

I have served 6 years on the Milligan water board out of Mc Kinney Tx.
My college Bachelors degree is in the Fine Arts related area specifically instrumental music
My master and PhD are in Administration in Public schools where I served as a band director, Fine Arts Director, Principal and Superintendent.
I am a certified trainer, coach and speaker through the John Maxwell Leadership Association and I have served as President, VP, Asst area Director and Area Director in Toast Master Club in Plano.

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

Milligan Water Board. McKinney Tx
6 years 2019-2025

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

NA

What is your educational background?

Plano High School 1965
East Texas State University BACHELOR of Music Ed 1971, MASTER Degree in Administrative Education 1981, PhD Southwest University Education Philosophy 2002. 42 years in public Education

Referred by: Deborah Morris Paul Mayer District: 5



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name: Hinsley

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Jackie "Jack"	Last Name:	May
Address:	1709 Oak Bend Lane	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		Length of Garland residency (in years)?	
10+ years		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, LinkedIn, Nextdoor			
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	North Texas Municipal Water District Board	2 nd Choice:	
		3 rd Choice:	
Please list any experience that qualifies you to serve in the areas you have indicated.			
Former Managing Director of Water, Wastewater and Facilities for the city of Garland. I retired after 40 years of service. I am a certified water and wastewater operator, a lifetime member of AWWA, a member of WEF. I am a native of Garland and have spent my entire life in the water and wastewater field.			
If you have previously served on a City Board or Commission, please specify and list dates of service.			
I currently represent Garland as one of two directors on the NTMWD BOD. I have served for 16 years, 06-10 to current date. I am a past president and have served three terms as chairman of the Water Committee, two terms as chairman of the wastewater committee and numerous others committees. I am currently vice president of the JBS Wetlands Center BOD.			
List civic or community projects with which you have been involved.			
I am past president of the Garland Kiwanis Club.			
What is your educational background?			
Associates degree from Dallas College, Richland. Class B Water and class B Wastewater certifications, 100's of hours of utility training from Texas A&M Extension Service and the TCEQ,			
Referred by:	Mayor Ron Jones 2010	District:	1



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Jackie "Jack" Last Name: May

Title:

Spouse:

Minor Children or Dependents:

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

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

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

None

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

None

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date: 04/28/26 10:16 AM



Application for City of Garland Boards and Commissions

First Name:	Jennifer	Last Name:	Quattrone Brown
Address:	610 rivercove dr	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75044
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		Length of Garland residency (in years)?	
10+ years		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, Instagram, LinkedIn			
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Garland Housing Finance Corporation	2 nd Choice:	Texas Municipal Power Agency Board
		3 rd Choice:	North Texas Municipal Water District Board

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

Licensed as a general contractor through IR15. Master Degree in management. Broad experience in strategy, negotiation, communication and system architecture.

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

N/A

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

Previous experience in other projects such as hope for kids not in the current area.

What is your educational background?

Masters Degree in Management - Harvard
Bachelors of Science in Health Care Management
Registered Vascular Specialist
IR15 General Contractor

Referred by: N/A

District: 1



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

Overhead Construction DBA Overhead Garage Door LLC
Big Koi Media LLC

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

610 rivercove dr
Garland Tx 75044

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Jose	Last Name:	Orozco
Address:	5021 Tree Top Lane	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75044
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, LinkedIn			
☐ Facebook	☐ Twitter	☐ Instagram	☐ LinkedIn
☐ Nextdoor	☐ TikTok		

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

1 st	North Texas Municipal Water District Board	2 nd Choice:	Library Board	3 rd Choice:	Animal Services Committee
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Please list any experience that qualifies you to serve in the areas you have indicated.

My experience in the following areas qualifies me to serve on the Board of Directors:

Strategic Planning: My background in developing long-term plans within public education directly relates to the Board's commitment to long-term resource sustainability and infrastructure investment.

Policy Development: My experience creating and implementing policies in an educational setting demonstrates my ability to contribute to the Board's governance and operational guidelines.

Budget Management: My experience managing budgets in public education showcases my fiscal responsibility and ability to oversee the financial aspects of a large organization.

Community Engagement: My experience engaging with the community as an educator aligns with the Board's need to foster regional collaboration and maintain public trust.

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

Strategic Planning: My background in developing long-term plans within public education directly relates to the Board's commitment to long-term resource sustainability and infrastructure investment.

Policy Development: My experience creating and implementing policies in an educational setting demonstrates my ability to contribute to the Board's governance and operational guidelines.

Budget Management: My experience managing budgets in public education showcases my fiscal responsibility and ability to oversee the financial aspects of a large organization.

Community Engagement: My experience engaging with the community as an educator aligns with the Board's need to foster regional collaboration and maintain public trust.

Data Analysis and Reporting: My ability to analyze data and generate reports can contribute to the Board's data-driven approach to program evaluation and infrastructure investment.

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

helping to educate and teach English to migrant teens at the Dallas Convention Center back in 2021

White Rock Lake Monthly Cleanup

What is your educational background?

BBA Management and Marketing

Masters in bilingual education

Masters in Education administration and policy studies

PhD. Curriculum and Instruction Expected Fall 2025

Referred by:		District:	7
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Joseph	Last Name:	Dirik		
Address:	2310 Tiffany Court		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75043
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
Facebook, Twitter, Instagram, LinkedIn, Nextdoor					
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok					
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):					
1 st	Dallas Area Rapid Transit Board		2 nd Choice:	Texas Municipal Power Agency Board	
			3 rd Choice:	North Texas Municipal Water District Board	

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

I am a graduate civil engineer (1978, University of Texas at Austin); I have an MBA from University of Texas at Dallas (1989) and a Juris Doctor degree from SMU (2002). I have extensive experience in the construction industry building, estimating and managing various infrastructure projects including water, electrical and transportation projects. I practiced law for 20 + years with a focus on construction and public works infrastructure.

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

I have not.

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

I served on the Garland Crimestoppers Board for approximately 15 + years (~2002 to 2018); serving as president multiple times. Lieutenant Pedro Barineau of Garland PD is familiar with my service.

What is your educational background?

See above. I am also a 1974 graduate of South Garland High.

Referred by:		District:	3
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

I am the sole owner of Dirik Law PC, a solo practitioner law practice.

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Laura	Last Name:	Ross
Address:	1815 Legend Drive	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, Twitter, Instagram, LinkedIn			
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Garland Housing Finance Corporation	2 nd Choice:	North Texas Municipal Water District Board
		3 rd Choice:	Dallas Area Rapid Transit Board

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

Currently employed as a Project Controller for a manufacturing company. I have been in the project management industry since 2012 from execution to close. I have extensive work history in credit analyst, project management and compliance under the finance umbrella. In addition, I am a home owner that is concerned about what takes place in my city. I went to school in Garland and I raised my daughter in Garland as well.

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

None

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

None in the City of Garland, however I do volunteer outreach through my social club in the South Dallas area. I have donated to Good Samaritans of Garland and when I am no longer working full time I definitely will volunteer more in my own community.

What is your educational background?

Certified Associate of Project Management (2022); Bachelors Degree in Criminal Justice (2009); Associates Degree in Business Administration/Management (2006); High School Graduate from North Garland High School (1997)

Referred by: No one, saw the write up in the Garland City Press District: 2



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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None

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

1815 Legend Drive Garland TX 75040

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	PETER	Last Name:	ZEHR
Address:	4210 NORWICH	Apt./Suite:	
City:	GARLAND	State:	TX
		Zip Code:	75043
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		5 - 10 years	Length of Garland residency (in years)?
		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, Twitter, Instagram, LinkedIn, Nextdoor			
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	Texas Municipal Power Agency Board	2 nd Choice:	North Texas Municipal Water District Board
		3 rd Choice:	Tax Increment Finance #2 South Board
Please list any experience that qualifies you to serve in the areas you have indicated.			
CEO, FOUNDER, MULTIPLE COMPANIES			
If you have previously served on a City Board or Commission, please specify and list dates of service.			
GARLAND CHAMBER, DCMA BOARD			
List civic or community projects with which you have been involved.			
HOA TREASURER			
What is your educational background?			
MBA			
Referred by:	MULTIPLE	District:	3



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

QUINTREN PROPERTIES

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

4210 NORWICH

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Robert	Last Name:	Cooper
Address:	1613 Dakota Drive	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75043
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		Length of Garland residency (in years)?	
10+ years		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook, LinkedIn			
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok			
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):			
1 st	North Texas Municipal Water District Board	2 nd Choice:	Garland Cultural Arts Commission
		3 rd Choice:	Library Board

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

I have been a citizen of Garland for many years and I am interested in the environment and water quality. I am also interested in the arts and education in our city.

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

No

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

I have donated items to the Heritage Museum and I am a member of the Board of Directors of the Garland Civic Theatre, Inc. serving as Secretary/Historian

What is your educational background?

Bachelors and Masters Degrees from Southern Methodist University

Referred by: Read about this opportunity in the Garland City Press District: 3



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Susan	Last Name:	Mendez		
Address:	5202 Lake Terrace Ct		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75043
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		5 - 10 years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
Facebook, Twitter, Instagram, LinkedIn, Nextdoor					
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok					
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):					
1 st	Parks and Recreation Board		2 nd Choice:	North Texas Municipal Water District Board	
			3 rd Choice:	Parks and Recreation Board	

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

I regularly use the parks and enjoy the lakes. I have worked on teams with diverse groups while managing employees and serving the US.

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

NA

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

Rockwall Academic Booster Club.
PTA.

What is your educational background?

Economics, BA

Referred by: District: 3



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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NA

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

Only my personal residence, address above.

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



Application for City of Garland Boards and Commissions

First Name:	Tomas	Last Name:	Perez		
Address:	213 Stillmeadow Dr		Apt./Suite:		
City:	Garland	State:	TX	Zip Code:	75040
Phone (preferred):			Phone (alt):		
Dallas County Voter Registration Number (or Date of Birth):					
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?					
No					
Length of Garland residency (in years)?		1 - 5 years	Length of Garland residency (in years)?		10+ years
Email address:					
Do you use, or have you ever used, any of the following:					
Facebook, Twitter, Instagram, LinkedIn, Nextdoor					
☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok					
Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):					
1 st	North Texas Municipal Water District Board		2 nd Choice:	Bond Committee	
			3 rd Choice:	Texas Municipal Power Agency Board	
Please list any experience that qualifies you to serve in the areas you have indicated.					
Civil Engineer 12 years -work in the utility sector Licensed Engineer in Texas					
If you have previously served on a City Board or Commission, please specify and list dates of service.					
N/A					
List civic or community projects with which you have been involved.					
N/A					
What is your educational background?					
Civil Engineering Texas A&M Fall 2013 Licensed Engineer in Texas					
Referred by:			N/A		
District:			8		



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

Halff Associates

1201 N Bowser Rd
Richardson, TX 75081
United States

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

213 Stillmeadow Drive

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date: