



GARLAND

Mission

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

Vision

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

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

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

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

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

PUBLIC COMMENTS ON WORK SESSION ITEMS

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

CONSIDER THE CONSENT AGENDA

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

WRITTEN BRIEFINGS

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

1. 2025 Capital Improvement Program (CIP) Budget Amendment No. 2

Council is requested to consider approving changes to the 2025 Capital Improvement Program to adjust appropriations for various existing projects and appropriate new projects referred from the operating budget process to the CIP in 2025. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 16, 2025 Regular Meeting

2. Household Hazardous Waste Interlocal Agreement Renewal FY2025-26

Funding for the household hazardous waste program is included in the FY 2025-26 Stormwater Management Fund. The request for FY 2025-26 in the amount of \$350,000 is above the approved budget of \$270,000 and will leave a remaining balance of \$(80,000). A FY 2025-26 Budget Amendment will be brought forward to City Council at a future date to appropriate the additional \$80,000 from fund balance reserves available in the Stormwater Management Fund for this program. Council is requested to consider approving the Interlocal Agreement between the City of Garland and Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 16, 2025 Regular Meeting.

3. TXDOT Agreements for State Highway 66 Corridor & Gateway Improvements

Council is requested to consider the approval of TXDOT agreement for the enhancement of the SH-66 corridor from the City's eastern limit to Nona Street. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 6, 2025 Regular Meeting.

VERBAL BRIEFINGS

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

4. Garland Forward – Update

Planning and Development staff will provide information on the ongoing comprehensive plan update effort.

Presenter: Nabila Nur, Planning & Development Director

5. Preliminary Housing Market Analysis Presentation by CZB

Representatives from CZB will deliver a verbal presentation to the City Council, summarizing key preliminary findings from the ongoing housing market analysis conducted for the City of Garland.

Presenter: Becky King, Managing Director-Office of Neighborhood Vitality

6. Potential Amendments to the Garland Development Code (“GDC”) Regarding Expiration of Zoning Cases for Prolonged Applicant Inactivity

Council is requested to consider the amendments to the Garland Development Code (“GDC”) Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change of Zoning, to add an option to expire a zoning case upon prolonged applicant inactivity. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 6, 2025 Regular Meeting.

Presenter: Nabila Nur, Planning & Development Director

7. Administrative Services Committee Report

The Administrative Services Committee met on August 28th, 2025 to discuss items previously

referred by the City Council. These items are now presented for Council discussion and direction. The committee reviewed Board and Commission Engagement referred January 21, 2025 by Mayor Pro Tem Lucht and Councilmember Dutton, including ordinances, charter provisions, and bylaws provided by staff for evaluation of existing boards and commissions. The committee also reviewed the Council Appointee Evaluation Process, for which the City Council engaged Clear Career Professionals to support evaluations of Council appointees, with staff providing an update on process and coordination of next steps.

Presenter: Phillip J. Urrutia, Assistant City Manager

ANNOUNCE FUTURE AGENDA ITEMS

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

EXECUTIVE SESSION

The City Council will adjourn into executive session pursuant to 551.071 and 551.072 of the Texas Government Code to deliberate or discuss:

- 8. Attorney/client matters concerning privileged and unprivileged client information regarding pending or contemplated litigation and a settlement offer (551.071).**
- 9. Attorney/client matters concerning privileged and unprivileged client information regarding contractual obligations and financial liability related to DART (551.071).**
- 10. Attorney/client matters concerning privileged and unprivileged client information regarding a new litigation matter in which the City is a party and direction on seeking an AG opinion (551.071).**
- 11. Attorney/client matters concerning the value, negotiation, and potential purchase of real property, located near the intersection of East Avenue B and Hopkins Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).**

ADJOURN

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

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

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

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



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: September 15, 2025

Title: 2025 Capital Improvement Program (CIP) Budget Amendment No. 2

Submitted by: Allyson Bell Steadman, Director of Budget & Research

Strategic Focus Area: Sound Governance and Finances

Issue / Summary

Amend the 2025 Capital Improvement Program (CIP) to increase or create appropriations for Existing Facility (FCA) Improvements and Drainage Improvements Prior to Street Replacement projects, and include the following new proposed projects in 2025 referred from the operating budget process: Parks & Recreation Equipment Replacement and Transportation Signs and Markings program.

1. Approved CIP Budget Amendment No. 2 as presented.
2. Approve components of CIP Budget Amendment No. 2.
3. Do not approve CIP Budget Amendment No. 2.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 16, 2025 Regular Meeting.

Background

Proposed Amendments to Existing CIP Projects

1. Existing Facility Improvements Program - Ronald E. Jones Municipal Building

At the February 18, 2025 Regular Meeting, City Council approved a purchase award recommendation for Jones Municipal Building facility improvements, including building automation, roof structure replacement, and improved mechanical and electrical systems. This will require the advancement of \$2,020,000 of funding originally programmed in 2026 for the completion of the improvements. The City's cash reserves will be used to fund the increase and a reimbursement certificate will be issued allowing the reserves to be replenished in May 2026 when Certificates of Obligation are issued for this request and the 2026 CIP.

CIP Budget Amendment No. 2 proposes to increase the Municipal Facilities & Miscellaneous Tax Supported 2025 CIP appropriation by \$2,020,000 for the Existing Facility Improvements program.

2. Drainage Improvements Prior to Street Replacement

The Street Department has identified six street replacements that also require drainage improvements. The improvements will require the advancement of \$575,000 of funding originally programmed in future years for the completion of the improvements. The City's cash reserves will be used to fund the increase and a reimbursement certificate will be issued allowing the reserves to be replenished in May 2026 when Certificates of Obligation are issued for this request and the 2026 CIP.

CIP Budget Amendment No. 2 proposes to increase the Drainage 2025 CIP appropriation by \$575,000 for the Drainage Improvements Prior to Street Replacement program.

Proposed Appropriation of New CIP Projects

1. Equipment for Park and Recreational Use

Equipment replacement for the Parks and Recreation and Neighborhood Vitality Departments is typically funded with one-time resources in the annual operating budget. This request was referred from operating budget process for the use of the short-term debt (1-year CO in 2025). The replacement of 19 tractors (\$505,000) for the Parks and Recreation Department ensures operational continuity, safety, and efficiency of Parks equipment critical to daily maintenance and services. Due to demand for the existing block trailer, staff requested the addition of a second block park trailer (\$25,000) for use by neighborhoods and organizations in Garland. Staff received approval from City Council on June 17, 2025 to issue a one-year term certificates of obligation in 2025 for the purchase of this equipment.

CIP Budget Amendment No. 2 proposes to appropriate \$530,000 in the Parks and Recreation 2025 CIP for the Parks and Recreational Equipment.

2. Transportation Signs and Markings Replacement Program

Since FY23, the signs and markings program has been funded with one-time resources in the annual operating budget to maintain standard replacement cycles. This funding (\$458,000) will maintain the ability to update the pavement markings on generally a 2–4-year rotation and replace signs on a 20-year cycle. This request was referred from operating budget process for the use of the short-term debt (1-year term CO in 2025). Staff received approval from City Council on June 17, 2025 to issue a one-year term certificates of obligation in 2025 for the replacement program.

CIP Budget Amendment No. 2 proposes to appropriate \$458,000 in the Transportation 2025 CIP for the Signs and Markings program.

Important Note: This staff report was previously presented to City Council on August 18, 2025 (attached), with the inclusion of an amendment for a Holford Multi-Purpose Recreational Facility Project. This proposal has been removed from consideration and will not be included in the ordinance amending the 2025 Proposed CIP scheduled for adoption on September 16, 2025.

Consideration / Recommendation

Staff will seek City Council approval to appropriate \$2,020,000 to the Existing Facility Improvements Program, \$575,000 to the Drainage Improvements Prior to Street Replacement, \$530,000 for parks and recreational equipment, and \$458,000 for the Signs and Markings program, anticipated to be expended in 2025.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 16, 2025 Regular Meeting.

Attachments

None



GARLAND

CITY COUNCIL STAFF REPORT

2

Meeting Date: September 15, 2025

Title: Household Hazardous Waste Interlocal Agreement Renewal FY2025-26

Submitted by: Amber Thompson, Environmental Compliance Director

Strategic Focus Area: Safe Community

Issue / Summary

Garland's current interlocal agreement with Dallas County, for the collection and disposal of household hazard waste (HHW) generated by the Garland citizens, expires on September 30th, 2025, and must be renewed to continue to allow Garland citizens to drop off their HHW for proper disposal. Funding for the household hazardous waste program is included in the FY 2025-26 Stormwater Management Fund. The request for FY 2025-26 in the amount of \$350,000 is above the approved budget of \$270,000 and will leave a remaining balance of \$(80,000). A FY 2025-26 Budget Amendment will be brought forward to City Council at a future date to appropriate the additional \$80,000 from fund balance reserves available in the Stormwater Management Fund for this program.

Background

The Environmental Protection Agency (EPA) requires largely populated cities to obtain a stormwater permit before the city can allow its rainwater to enter creeks or lakes. Texas Commission on Environmental Quality (TCEQ) issues and regulates Garland's stormwater permit. Part of this regulation requires Garland to maintain a stormwater management plan, which includes a HHW Management Program. HHW generally consists of unwanted home chemicals, including insecticides, herbicides, antifreeze, latex and oil-based paints, which are not allowed to be disposed of in the regular trash. For over 25 years, the City Council has approved Garland to renew its interlocal agreement with Dallas County to allow Garland citizens to participate in the Dallas Area HHW Network, which operates at a fixed disposal facility near Garland, located at 11234 Plano Road, Dallas, Texas.

Consideration / Recommendation

The Director of Environmental Compliance and the Stormwater Manager recommend that the City Council authorize the City Manager or designee to execute the interlocal agreement between Dallas County and the City of Garland, which defines the terms and conditions for Dallas County and the City of Garland to participate in the Dallas Area HHW Network. Formal consideration will take place at the September 16, 2025 Regular Session meeting.

Attachments

- A. 2026 HHW ILA Renew - GARLAND
- B. HHW 2023 Garland and Dallas County Executed Agreement (3)
- C. FY25-26 Operational Cost Shares
- D. ALLOCATION BALANCES FY-2025 - Garland
- E. ALLOCATION BALANCES FY-2023 - GARLAND

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**AMENDMENT NO. 3
 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
 (The "Agreement")
 BETWEEN
 DALLAS COUNTY
 AND
 CITY OF GARLAND
 (The "City")
 A MEMBER CITY OF
 THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on, __August 5, 2025_____, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

WHEREAS, the proposed Amendment No.3, along with the attachment C2026, will serve to continue the Household Hazardous Waste Program through fiscal year 2026, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 3 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 3, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
 PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.
 AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2025, through September 30, 2026.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed \$350,000 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City during the period from October 1, 2025 through September 30, 2026. This figure is based on the program's annual budget contained in **Exhibit C2026** which is incorporated herein for all purposes.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2025 of the Agreement entitled *FY2025 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2026 entitled *FY2026 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and City of Garland, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 3 to the Agreement.

EXECUTED THIS _____ day of _____, 2025.

DALLAS COUNTY:

CITY OF GARLAND:

BY: Clay Lewis Jenkins
 County Judge

BY:

APPROVED AS TO FORM:*

John Creuzot
 District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: _____

BY: Stephen Sibley

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Exhibit C2026**FY2026 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2026 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on May 13, 2025, and replaces the language contained in Exhibit C2025 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the Agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 867,437
Operating Costs	\$ 323,275
Capital Expense	\$ 130,000
Sub-Total	\$ 1,320,712
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,548,000
TOTAL PROGRAM BUDGET	\$2,868,712

HHW Interlocal Agreement 2023

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN GARLAND AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the City of Garland, Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact

Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

City Contact (Name, Title, Address, Phone, Fax)

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street

5th Floor
Dallas, Texas 75202

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.
3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").
5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the Term of this Agreement, the City will provide:

1. A sum not to exceed \$ 265,000.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
 - a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
 - b) The City agrees operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of

events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other

person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto.

Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not

affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

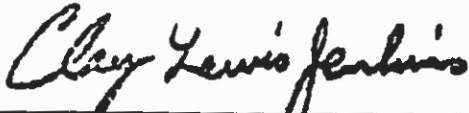
XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.



BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper
DN: cn=Christopher Hooper, o.ou.
email=Christopher.Hooper@dallascounty.org, c=US
Date: 2022.07.08 08:59:31 -0500

BY: Chris Hooper
Director
Consolidated Services
Dallas County, Texas

APPROVED AS TO FORM*:

John Cruzot
District Attorney
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385
Date: 2022.07.07 10:41:20 -05'00'

BY: Lacey Lucas
Assistant District Attorney
Civil Division
Dallas County, Texas

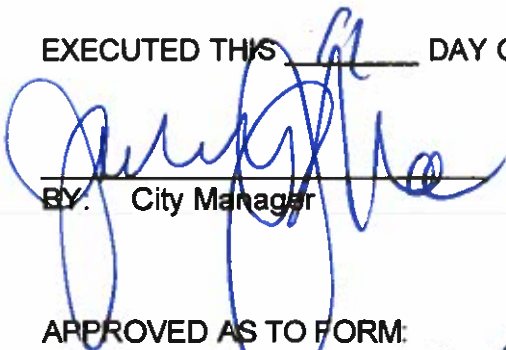
*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

HHW Interlocal Agreement 2023

CITY:

The City of Garland has executed this Agreement pursuant to adoption by minute action on the 9th day of September 2022, Garland, Texas

EXECUTED THIS 9 DAY OF Sept, 2022.


BY: City Manager

APPROVED AS TO FORM:


BY: City Attorney

Exhibit A2023 Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or
- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-

exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2023**FY2023 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for fiscal year 2023 ("FY23") as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 581,001
Operating Costs	\$ 210,325
CAPITAL EXPENSE BUDGET	\$ 93,000
COLLECTION / DISPOSAL BUDGET	\$ 1,158,000
TOTAL PROGRAM BUDGET	\$2,042,326

Proportional Shares of FY2023 Operational and Capital Budget *
Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 2,479	\$2,937	\$734.25
Dallas	238,164	48.11%	\$ 391,795	\$391,779	\$97,944.75
De Soto	16,034	3.24%	\$ 22,155	\$26,389	\$6,597.25
Duncanville	11,436	2.31%	\$ 16,071	\$18,816	\$4,704.00
Farmers Branch	8,852	1.79%	\$ 12,092	\$14,581	\$3,645.25
Garland	62,807	12.69%	\$ 89,745	\$103,343	\$25,835.75
Highland Park	3,078	0.62%	\$ 4,807	\$5,054	\$1,263.50
Irving	42,602	8.60%	\$ 58,878	\$70,037	\$17,509.25
Mesquite	37,001	7.47%	\$ 54,292	\$60,835	\$15,208.75
Richardson	31,564	6.38%	\$ 42,360	\$51,959	\$12,989.75
Rowlett	18,957	3.83%	\$ 26,208	\$31,194	\$7,798.50
Sachse	7,638	1.54%	\$ 10,587	\$12,546	\$3,136.50
Seagoville	3,908	0.79%	\$ 5,333	\$6,438	\$1,609.50
Sunnyvale	2,667	0.54%	\$ 2,554	\$4,402	\$1,100.50
University Park	7,568	1.53%	\$ 10,437	\$12,464	\$3,116.00
Wilmer	937	0.19%	\$ 1,277	\$1,552	\$388.00
TOTAL	495,007	100%	\$751,070	\$814,326	\$203,581.50

Exhibit C2023**BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK****Article I: Name**

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the "HHW Network").

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member.

Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM**FY26HHW Budget**

Proposed by the HHW Network Cities on May 8, 2025.

Line #	Budget Item	FY25	FY26	Increase
1	OPERATIONAL AND CAPITAL BUDGETS			
2	PERSONNEL EXPENSE			
3	Salary, Pgm. Mgr.	\$125,000	\$125,600	0%
4	Fringe, Pgm. Mgr.	\$30,000	\$30,000	0%
5	Salary, Asst.Pgm.Mgr.	\$85,557	\$92,500	8%
6	Fringe,Asst. Pgm.Mgr.	\$27,710	\$29,816	8%
7	Salary, Facility Manager	\$79,439	\$79,440	0%
8	Fringe, Facility Manager	\$24,505	\$24,505	0%
9	Salary, Haz. Waste Specialist - A	\$73,598	\$73,600	0%
10	Fringe, Haz. Waste Specialist	\$25,303	\$25,303	0%
11	Salary, Haz. Waste Specialist - B	\$73,598	\$73,600	0%
12	Fringe, Haz. Waste Specialist	\$25,303	\$25,303	0%
13	Salary, Haz. Waste Specialist - C	\$73,598	\$73,600	0%
14	Fringe, Haz. Waste Specialist	\$25,303	\$25,303	0%
15	Salary, Haz. Waste Specialist - D	\$0	\$73,600	100%
16	Fringe, Haz. Waste Specialist	\$0	\$25,303	100%
17	Salary, HHW Admin. Asst.	\$66,789	\$66,789	0%
18	Fringe, HHW Admin. Asst.	\$23,175	\$23,175	0%
19	PERSONNEL BUDGET SUB-TOTAL	\$758,878	\$867,437	14%
20	PROGRAM OPERATING EXPENSE			
21	Books & Supplements	\$ 175	\$ 175	0%
22	Collection Supplies & Tools	\$ 50,000	\$ 70,000	40%
23	Communications (Cell Phones, Pagers)	\$ 5,500	\$ 7,000	27%
24	Computer Expense (Hardware, Software, Etc.)	\$ 3,000	\$ 6,000	100%
25	Dues/Subscriptions	\$ 600	\$ 1,000	67%
26	Equipment Rental	\$ 1,200	\$ 1,200	0%
27	Equipment Repair	\$ 7,000	\$ 7,000	0%
28	Fuel	\$ 9,600	\$ 9,600	0%
29	Laundry Service	\$ 3,000	\$ 3,000	0%
30	Medical Surveillance	\$ 2,400	\$ 2,400	0%
31	Mileage/Parking for Routine Business	\$ 1,500	\$ 1,500	0%
32	Office Equipment Purchase/Rentals	\$ 3,500	\$ 3,500	0%
33	Office furnishings	\$ 1,500	\$ 1,500	0%
34	Office Supplies	\$ 2,800	\$ 3,500	25%
35	Personal Safety Equipment/Devices	\$ 51,000	\$ 70,000	37%
36	Postage/Freight/Courier	\$ 1,200	\$ 1,200	0%
37	Printing/Signage	\$ 1,000	\$ 1,000	0%
38	Public Education Materials	\$ 1,000	\$ 1,000	0%
39	Staff Development/Training Fees & Supplies	\$ 3,400	\$ 10,000	194%
40	Travel for Staff Development & Special Business	\$ 1,200	\$ 1,200	0%
41	Uniforms	\$ 6,000	\$ 9,000	50%
42	Utilities/Maintenance Expense for HC3	\$ 105,000	\$ 105,000	0%
43	Vehicle Maintenance	\$ 7,500	\$ 7,500	0%
44	TOTAL OPERATING EXPENSE BUDGET	\$ 269,075	\$ 323,275	20%
45	COMBINED PERSONNEL AND OPERATING EXPENSE	\$1,027,953	\$1,190,712	16%
46	² OPERATIONS OFFSET FROM CARRYOVER	\$ (20,000)	\$ -	-100%
47	³ NET OPERATING & PERSONNEL COST TO CITIES	\$1,007,953	\$ 1,190,712	18%
48	CAPITAL EXPENSE			
49	Capital Expense for Equipment and Repairs	\$ 100,000	\$ 130,000	30%
50	Capital Offset from Carryover	\$ (50,000)	\$ 0	-100%
51	NET CAPITAL EXPENSE COST TO CITIES IN FY20	\$ 50,000	\$ 130,000	160%

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM**FY26HHW Budget**

Proposed by the HHW Network Cities on May 8, 2025.

Line #	Budget Item	FY25	FY26
52	³ NET OPERATING, PERSONNEL, AND CAPITAL COST TO CITIES	\$ 1,057,953	\$ 1,320,712
53			
54	COLLECTION/DISPOSAL BUDGET		

Increase

25%

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM**FY26HHW Budget**

Proposed by the HHW Network Cities on May 8, 2025.

Line #	Budget Item	FY25	FY26	Increase
55	⁴ Collection/Mobilization/Disposal	\$ 1,135,000	\$ 1,192,000	5%
56	⁴ Contractual Labor/Temp Labor	\$ 339,000	\$ 356,000	5%
57	⁴ ESTIMATED TOTAL COLLECTION/DISPOSAL COST	\$ 1,474,000	\$ 1,548,000	5%
58	² LABOR OFFSET FROM CARRYOVER	\$ (10,000)	\$ -	-100%
59	³ NET COLLECTION/DISPOSAL COST TO CITIES	\$ 1,464,000	\$ 1,548,000	6%
60				
61	OVERALL PROGRAM BUDGET (Operational, Collection/Disposal, Capital)			
62	³ NET COST TO CITIES	\$ 2,601,953	\$ 2,868,712	10%
63	² TOTAL OFFSET FROM CARRYOVER	\$ (80,000)	\$ -	-100%
64	TOTAL PROGRAM BUDGET	\$ 2,521,953	\$ 2,868,712	14%

Note¹Salary Structure Adjustment for salary reclassifications for FY2025 by Dallas County.² OFFSET FROM CARRYOVER represents funds carried over from prior year budgets and applied to current year budget in order to offset out-of-pocket expense to participating cities.

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM

Proportional Shares of FY2026 Operational and Capital Budget *

Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current NCTCOG Estimates**	Percent of Service Area	FY25 Annual Share of Operational and Capital Budgets*	FY26 Annual Share of Operational and Capital Budgets*	FY26 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 3,802	\$ 4,748	\$ 1,187.00
Dallas	238,164	48.21%	\$ 510,031	\$ 636,714	\$ 159,178.50
De Soto	16,034	3.25%	\$ 34,377	\$ 42,916	\$ 10,729.00
Duncanville	11,436	2.32%	\$ 24,538	\$ 30,637	\$ 7,659.25
Farmers Branch	8,852	1.79%	\$ 18,929	\$ 23,635	\$ 5,908.75
Garland	62,807	12.71%	\$ 134,459	\$ 167,853	\$ 41,963.25
Highland Park	3,078	0.62%	\$ 6,552	\$ 8,141	\$ 2,035.25
Irving	42,602	8.62%	\$ 91,189	\$ 113,839	\$ 28,459.75
Mesquite	37,001	7.49%	\$ 79,234	\$ 98,917	\$ 24,729.25
Richardson	31,564	6.39%	\$ 67,596	\$ 84,385	\$ 21,096.25
Rowlett	18,957	3.84%	\$ 40,618	\$ 50,702	\$ 12,675.50
Sachse	7,638	1.55%	\$ 16,390	\$ 20,464	\$ 5,116.00
Seagoville	3,908	0.79%	\$ 8,351	\$ 10,437	\$ 2,609.25
Sunnyvale	2,667	0.54%	\$ 5,706	\$ 7,125	\$ 1,781.25
University Park	7,568	1.53%	\$ 16,181	\$ 20,199	\$ 5,049.75
TOTAL	494,070	100%	\$1,057,953	\$1,320,712	\$ 330,178.00

NOTES:

* FY26Net Operational Budget = \$1,190,712 Net Capital Costs = \$130,000

Combined Net Operational and Capital Budget = \$1,320,712

Operational and Capital budget shares are determined by multiplying each city's Percent of Service Area times the net total of those two budgets. City shares are billed quarterly in advance and may be proportionately adjusted in the event city participation changes. Disposal costs are paid in addition to Operational and Capital costs and are based on actual usage.

** Single-family housing estimates were revised 06/05/22, using latest published figures, which have changed from previous year estimates.

FY2025 - Allocation Balance Sheet

Page 1

CITY	<i>Beginning Allocation Balance</i>	1st Quarter Operational Costs	HC3 October	Highland Park Event	HC3 November	2nd Quarter Operational Costs	HC3 December
HC3 INVOICE #		Q1-2025	HC3-10.31		HC3-11.30		HC3-12.31
GARLAND	\$ 270,000.00	\$33,614.75	\$ 18,085.46		\$ 9,771.37	\$ 33,614.75	\$ 10,732.840

	FY2025 - Allocation Balance Sheet						
	Page 2						
	CITY	HC3 January	HC3 February	3rd Quarter Operational Costs	Duncanville Event	HC3 March	HC3 April
	HC3 INVOICE #	HC3-01.31	HC3-02.28	Q3-2025		HC3-03.31	HC3-04.30
	GARLAND	\$ 12,861.44	\$ 13,768.47	\$ 33,614.75		\$ 15,691.03	\$ 20,848.08

FY2025 - Allocation Balance Sheet							
HC3 May	Page 3						
	CITY	HC3 June	HC3 July	4th Quarter Operational Costs	HC3 August	HC3 September	
	HC3-05.31	HC3-06.30	HC3-07.31	Q4-2025	HC3-08.31	HC3-09.30	
	GARLAND			\$ 33,614.75			

FY2025 - Allocation Balance Sheet					
Page 4					
CITY	Total Operational Costs	Total HC3 Costs to Date	Total Event Costs to Date	Total Overall Costs to Date	Ending Allocation Balance
HC3 INVOICE #					
GARLAND	\$ 134,459.000	\$ 101,758.69	\$ -	\$ 236,217.69	\$ 33,782.31

FY2023 - Allocation Balance Sheet

Page 1

CITY	<i>Beginning Allocation Balance</i>	1st Quarter Operational Costs	HC3 October		HC3 November	HC3 December
HC3 INVOICE #		Q1-2023	HC3-10.31	10.22.2022	HC3-11.30	HC3-12.31
GARLAND	\$ 265,000.00	\$25,835.75	\$ 14,310.12		\$ 10,752.84	\$ 11,582.010

FY2023 - Allocation Balance Sheet							
2nd Quarter Operational Costs	Page 2						
	CITY	HC3 January	HC3 February	3rd Quarter Operational Costs	Duncanville Event	HC3 March	HC3 April
Q2-2023	HC3 INVOICE #	HC3-01.31	HC3-02.28	Q3-2023		HC3-03.31	HC3-04.30
\$ 25,835.750	GARLAND	\$ 20,925.60	\$ 8,181.04	\$ 25,835.75		\$ 20,459.93	\$ 14,154.54

FY2023 - Allocation Balance Sheet							
HC3 May	Page 3						
	CITY	HC3 June	HC3 July	4th Quarter Operational Costs	HC3 August	HC3 September	
HC3-05.31	HC3 INVOICE #	HC3-06.30	HC3-07.31	Q4-2023	HC3-08.31	HC3-09.30	
	GARLAND	\$ 13,869.08	\$ 12,494.86	\$ 25,835.75	\$ 18,253.67	\$ 16,730.08	

FY2023 - Allocation Balance Sheet					
Page 4					
CITY	Total Operational Costs	Total HC3 Costs to Date	Total Event Costs to Date	Total Overall Costs to Date	Ending Allocation Balance
HC3 INVOICE #					
GARLAND	\$ 103,343.000	\$ 161,713.77	\$ -	\$ 265,056.77	\$ (56.77)



GARLAND

CITY COUNCIL STAFF REPORT

3

Meeting Date: September 15, 2025

Title: TXDOT Agreements for State Highway 66 Corridor & Gateway Improvements

Submitted by: Jason Wilhite, Construction Manager

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

Issue / Summary

Council is requested to consider the approval of TXDOT agreement for the enhancement of the SH-66 corridor from the City's eastern limit to Nona Street.

Background

The proposed project, in coordination with the Texas Department of Transportation, extends from the eastern city limits of State Highway 66 to Nona Street. This key gateway into Garland is part of a broader program to enhance major thoroughfares and entry points into the City of Garland. Previous Council action on this program includes the approval of 2019 Bond funding through the Capital Improvement Program (CIP).

Consideration / Recommendation

Formal consideration will take place at the October 6th, 2025 Regular Session meeting.

Attachments

- A. 1 AFA VoITIP Signature Page
- B. 2 AFA VoITIP Attachment A Payment and Work
- C. LMA Template

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #	15800		
Project Name	On SH66 from xxx to East City limit		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Garland**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **xxxxxxx** authorizing the State to undertake and complete a highway improvement generally described as Landscape and scenic enhancement including trees, shrubs, ground covers and irrigation; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **Landscape and scenic enhancement on SH 66 from xxxx to east city limits in the City of Garland, Texas.** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #	15800		
Project Name	On SH66 from xxx to East City limit		

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #		15800	
Project Name		On SH66 from xxx to East City limit	

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #		15800	
Project Name		On SH66 from xxx to East City limit	

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Garland ATTN: {Enter Position Title} {Enter Mailing Address} {Enter City, State, Zip}	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #		15800	
Project Name		On SH66 from xxx to East City limit	

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #		15800	
Project Name		On SH66 from xxx to East City limit	

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

Date

CCSJ #			
AFA CSJs			
District #	18	AFA ID	
Code Chart 64 #	15800		
Project Name	On SH66 from xxx to East City limit		

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government shall provide a fixed contribution in the amount of \$XXX,000.00 to increase the project funding of the Government Community Achievement Award of \$310,000.00. The total funding of \$XXX,000.00 is for the State to Install Landscape and scenic enhancement including trees, shrubs, ground covers and irrigation on SH 66 From XXX to east city limit. The State will then be responsible for all construction costs and overruns. The City will be responsible for project maintenance after completion as described in separate Landscape Maintenance Agreement.

Initial payment by the Local Government to the State in accordance article 2.B: \$XXX,000.00
 Payment by the Local Government to the State before construction: \$0.00
 Total payment by the Local Government to the State: \$XXX,000.00
 The total amount of Local Government participation shall not exceed the amount appearing above.

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and

between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of **Garland, Dallas** County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated **September 6, 1994, the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide funding for such landscape improvements, provided that the City agrees to be responsible for the installation and all required maintenance of the landscape improvements.

WHEREAS, the State reserves the right to perform maintenance and/or construction activities at this location in the future. The City shall indemnify and save harmless the State and its representatives against any claims arising from these activities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape improvements and scenic enhancements on **SH 66** non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in attachment A, the location map for this project, and limited to the portions **SH66 from XXXX to east city limit**.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State may install landscape elements including but not limited to trees, shrubs, groundcovers, grasses, and irrigation systems (sidewalks and hardscape features, will not be funded in accordance with the Green Ribbon Program) through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape enhancements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

The City shall hold the State harmless for any future maintenance in an established planting location. The City may submit a Green Ribbon application to repair damages incurred by these works.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ Garland _____ on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

THE STATE OF TEXAS

(Signature)

CITY OF GARLAND

By _____
(City Manager)

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Ceason Clemens
Dallas District Engineer

List of Attachments:

Attachment A – Landscape Improvements – Project Location Map

ATTACHMENT A

Project Location Map



GARLAND

CITY COUNCIL STAFF REPORT

4

Meeting Date: September 15, 2025

Title: Garland Forward – Update

Submitted by: Nabila Nur, Planning & Development Director

Strategic Focus Area: Growing Economic Base

Issue / Summary

The City of Garland has been working on the comprehensive plan update process for the last one year, with assistance from Verdunity as a consultant.

Background

The City of Garland has been working on the comprehensive plan update process for the last one year, with assistance from Verdunity as a consultant. The process has been divided into five phases – Assess, Explore, Organize, Prioritize, and Adopt. During the first two steps, several surveys, community input process, and joint meetings with Plan Commission and City Council occurred.

Staff would consider the current status to be in the “organize” phase. There has been extensive coordination on the draft Future Land Use Map, draft Spectrum of Change Map, and draft Market Competitiveness Analysis. The mobility element of the plan is being coordinated with the Transportation department as well.

Due to the need to synchronize with two other major initiatives, the Housing Study and the Downtown Activation Plan, there has been a slight delay in the comp plan schedule, however, the coordination will be finalized in September and October and Verdunity will submit the draft final plan for staff to review in November/December timeframe, which is considered the Prioritize phase of the project.

Once the draft plan is reviewed and coordinated by staff, the fifth and final phase of the project will begin – the adoption step. The updated schedule is aiming at May 2026 for an adoption hearing.

Consideration / Recommendation

N/A

Attachments

A. Comp Plan Update_Worksession_9.15



GARLAND

Garland Forward Update

September 15, 2025

City Council Work Session

Progress to Date



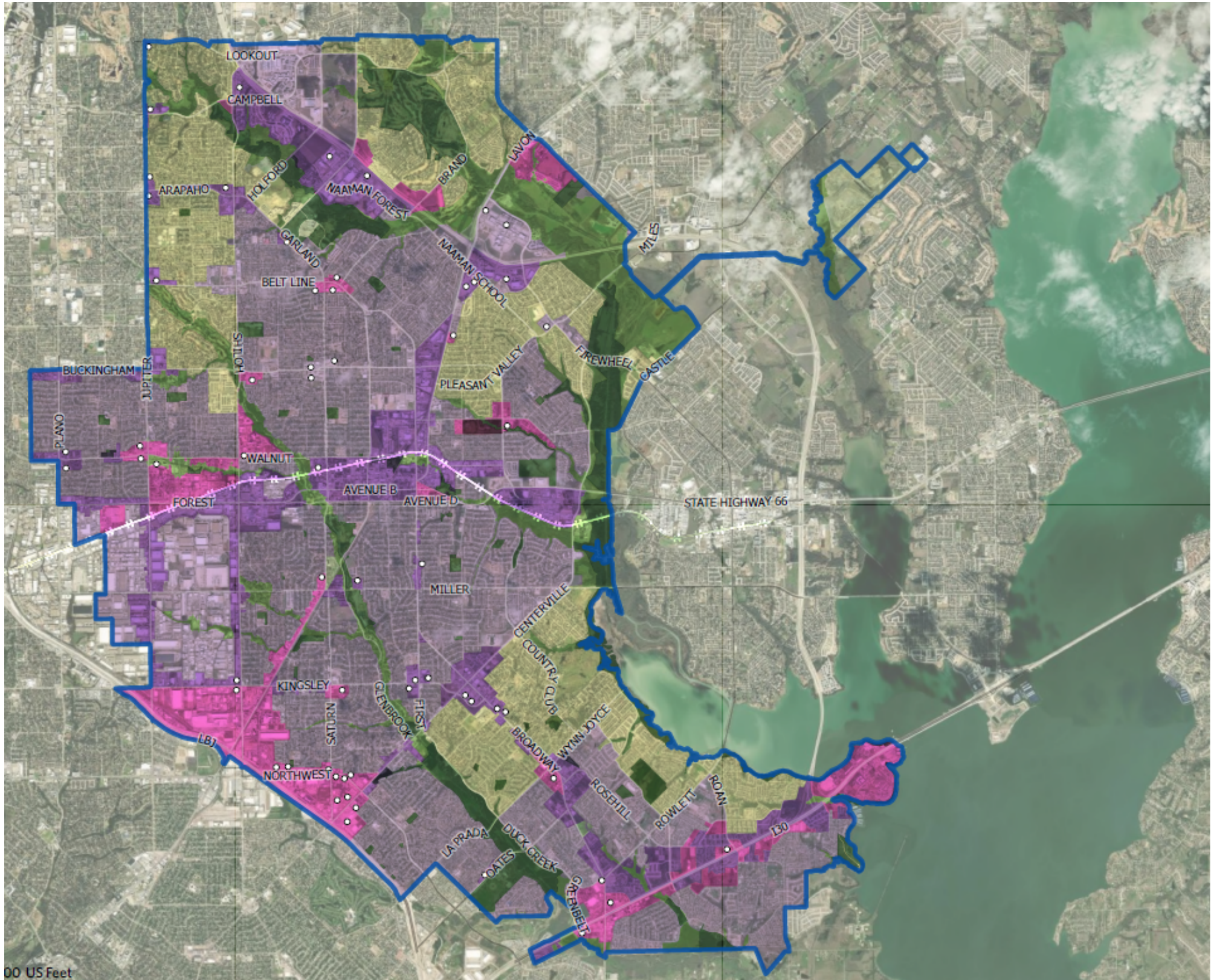
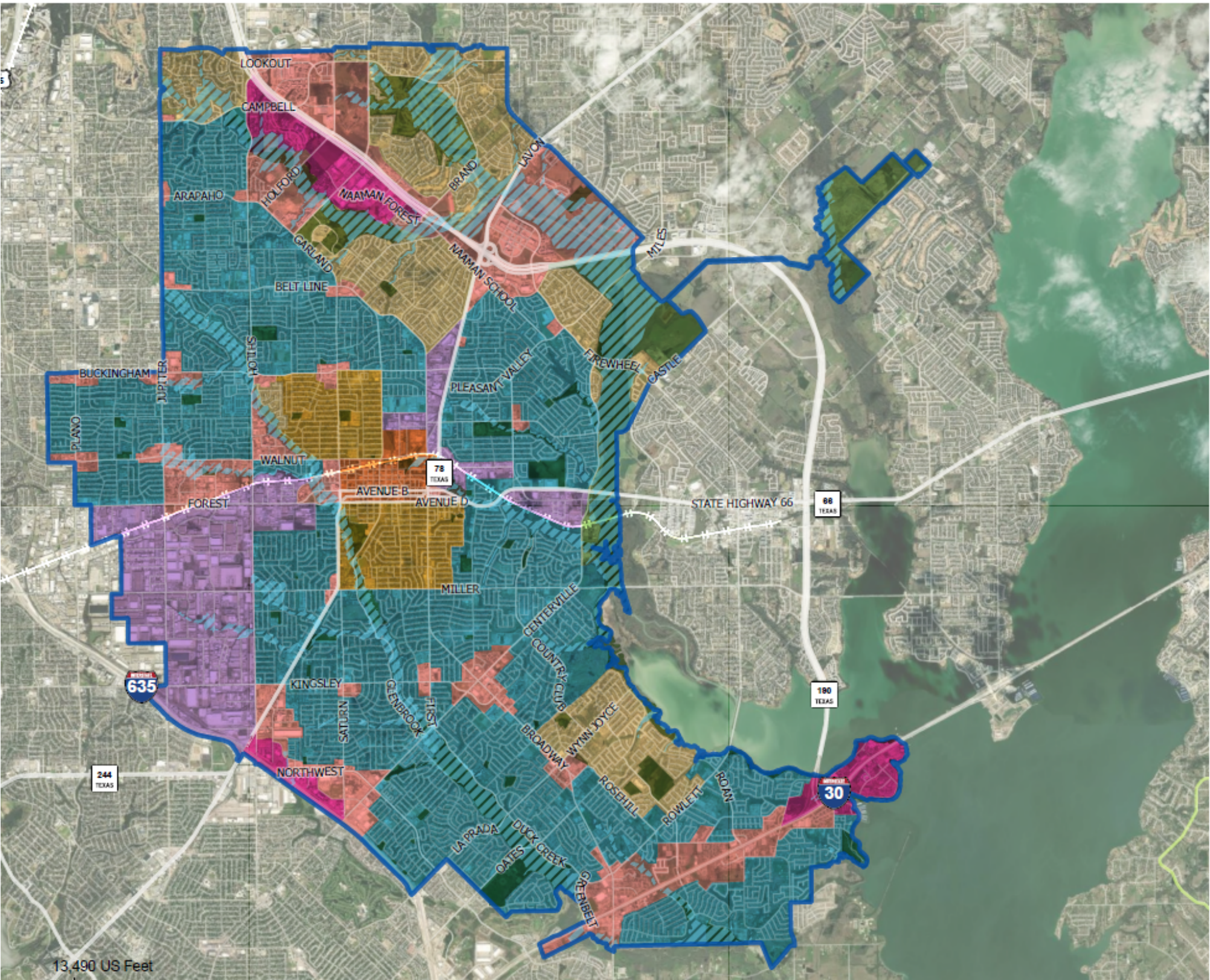
Shifted two months



Progress to Date

- Several surveys and public input process, along with Land Use Fiscal Analysis presentation
- Extensive staff coordination on draft Future Land Use and Spectrum of Change Map
- Coordination with Economic Dev on Market Competitiveness Analysis
- Draft “place types” and “building types” formulation
- Coordination with the Housing Study and Downtown Activation Plan
- Formulation of the “mobility” component with Transportation
- Additional educational components offered to stakeholders
- Scheduling and scope update

Draft Maps



What to Expect Next

- CPAC Meetings
- Final coordination with all other relevant studies
- Draft Plan submittal from consultant with recommendation
- More updates to Plan Commission and City Council
- May 2026 Adoption goal

Thank You

Questions?





GARLAND

CITY COUNCIL STAFF REPORT

5

Meeting Date: September 15, 2025

Title: Preliminary Housing Market Analysis Presentation by CZB

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

Strategic Focus Area: Vibrant Neighborhoods and Commercial Centers

Issue / Summary

Representatives from CZB will provide a verbal presentation to City Council summarizing the preliminary findings from their housing market analysis for the City of Garland. This initial report is part of the broader housing market study initiative aimed at evaluating Garland's current housing conditions, market dynamics, and trends across all income segments. The presentation is intended to inform the Council of key patterns identified so far and set the stage for the future policy discussions and strategy development.

Background

In 2024, the city engaged CZB, a national housing and neighborhood planning firm, to conduct a comprehensive housing market study. The purpose is to support data-driven decision-making by evaluating the overall health of the city's housing market, identifying challenges and gaps across the full spectrum of income levels, and recommending actionable strategies for long-term housing stability.

Key components of the preliminary report include:

- **Market Conditions:** Overview of housing supply and demand trends
- **Income Level Access:** Analysis of housing availability and suitability for households across all income ranges.
- **Comparative Data:** How Garland's housing market compares to peer cities regionally.

Consideration / Recommendation

Council is asked to consider the implications of the preliminary findings and how they may inform future housing policy decisions. Key considerations include:

- **Policy Development:** How the data may shape strategies to support a balanced housing market that serves residents at all income levels, from workforce and middle-income households to higher-income earners and vulnerable populations.
- **Resource Allocation:** Identification of neighborhoods or housing types that may warrant targeted investment or support to enhance access, diversity, and quality of housing.
- **Strategic Alignment:** Ensuring the housing strategy aligns with existing city priorities such as neighborhood vitality, economic development, and inclusive growth.

Attachments

- A. Slides for GTXCC Sept 15 - FINAL

DRAFT PRELIMINARY HOUSING MARKET ANALYSIS

GARLAND, TX

Presentation to City Council



GARLAND

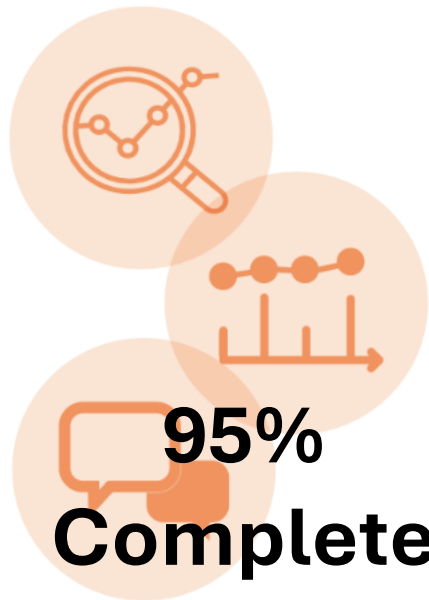
Planning
Consultants



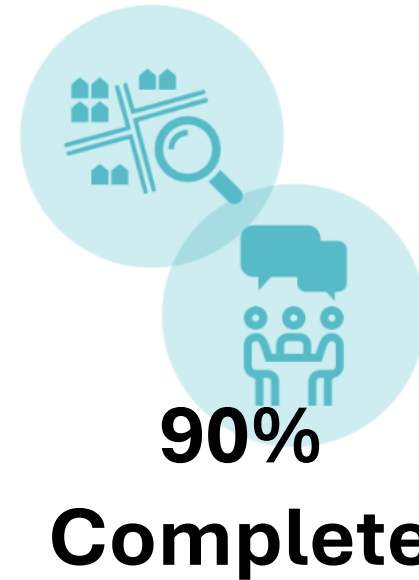
Contents

1. Acknowledgements
2. Project Overview/Schedule
3. Key Findings
4. Strategy Implications & Alignment with Garland Forward
5. Questions

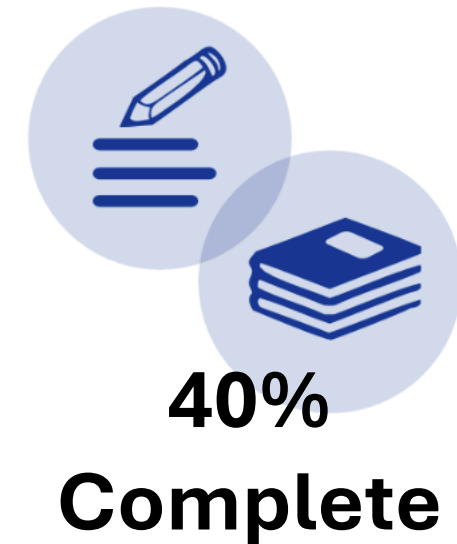
**PHASE 1
COMPREHENSIVE
MARKET
ANALYSIS**



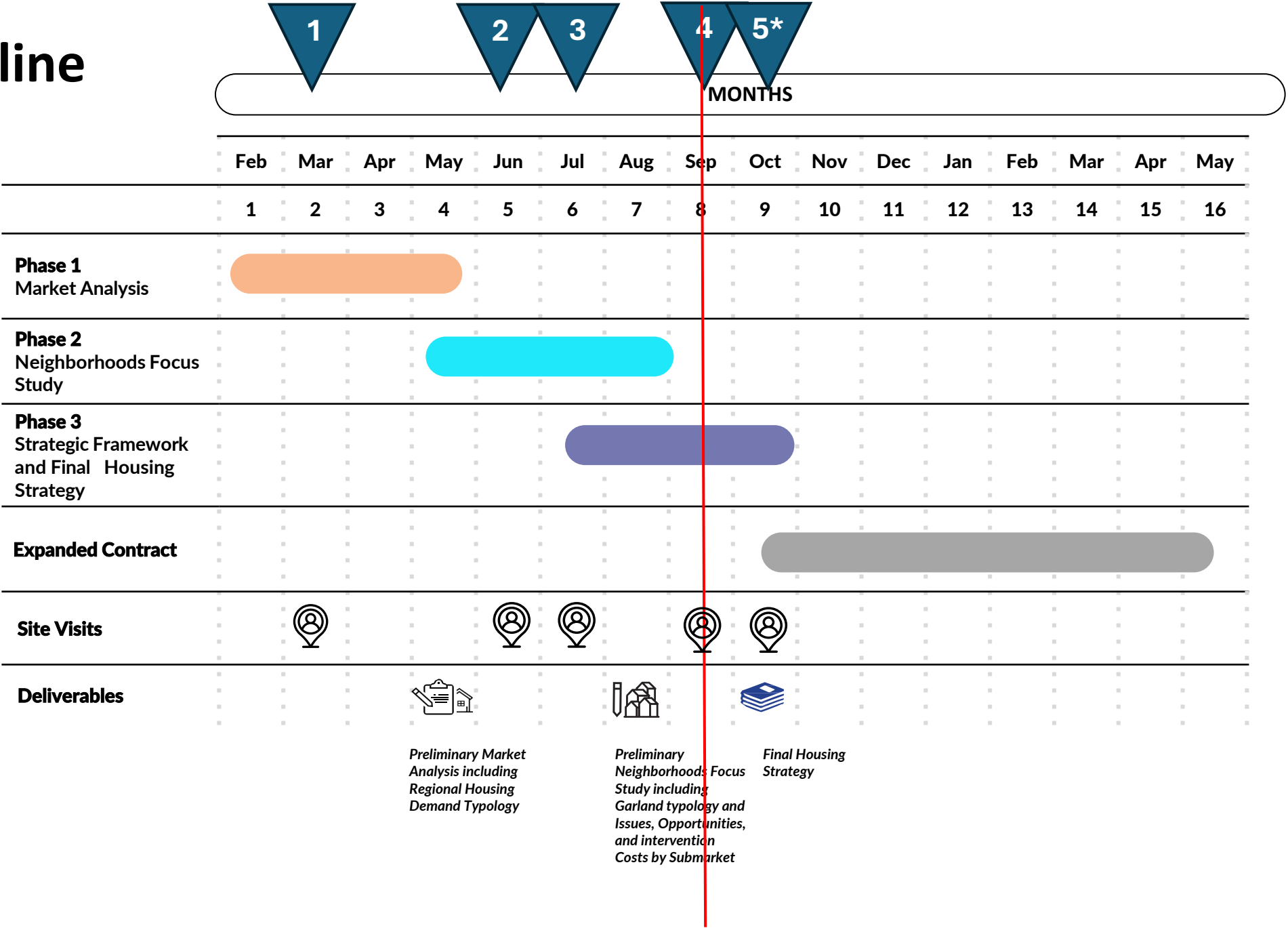
**PHASE 2
GARLAND
NEIGHBORHOODS
FOCUS STUDY**



**PHASE 3
HOUSING AND
NEIGHBORHOODS
STRATEGIC
FRAMEWORK**



Timeline



Why Study Garland's Housing Market Now?

1. Understand connection of housing market to the city's fiscal condition
2. Sharpen response to different housing-related issues in different neighborhoods across the city
3. Address Quality of Life gaps spanning South/North Garland
4. Respond to housing issues in the context of known and unknown changes in policy and programming at the federal level (HOME, CDBG, ESG, LIHTC, etc.)

Possible Issues Facing Garland Related to Housing

- How come we struggle to keep a Kroger's?
- Why can't we attract a Sprouts?
- How come we have so many discount stores and auto shops?
- I feel I need to leave Garland to do things I want to be able to do in Garland

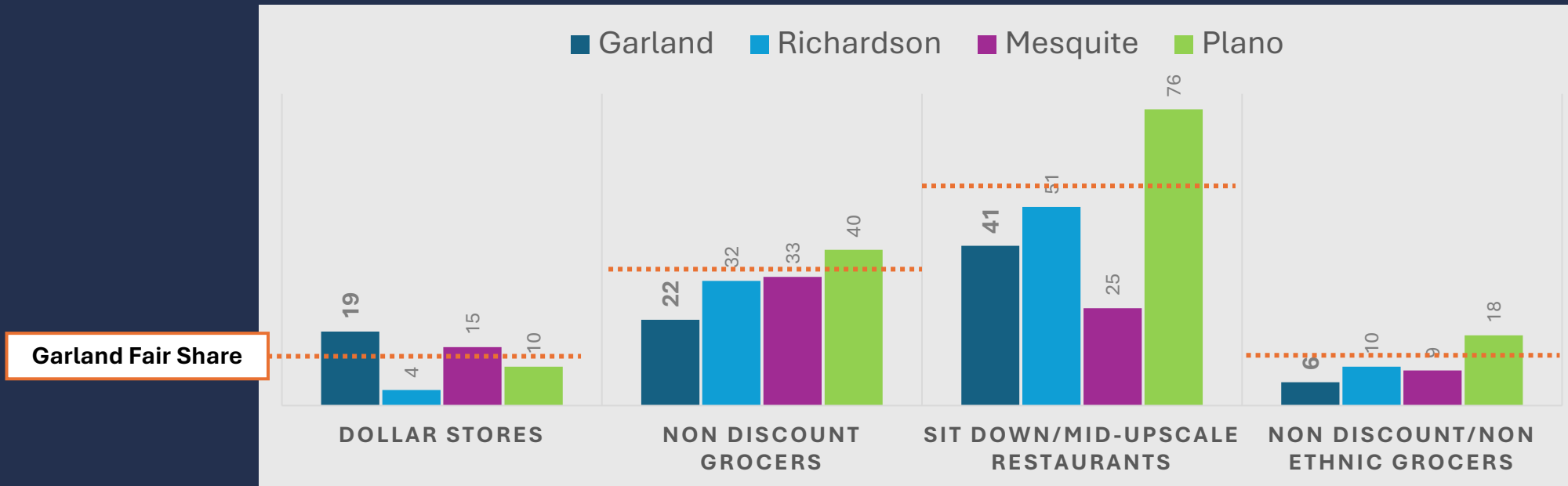
Possible Issues Facing Garland Related to Housing

You're asking good questions...

Your instincts are correct...

The answers can be found in the housing market...

AND changing these conditions will not be easy or cheap



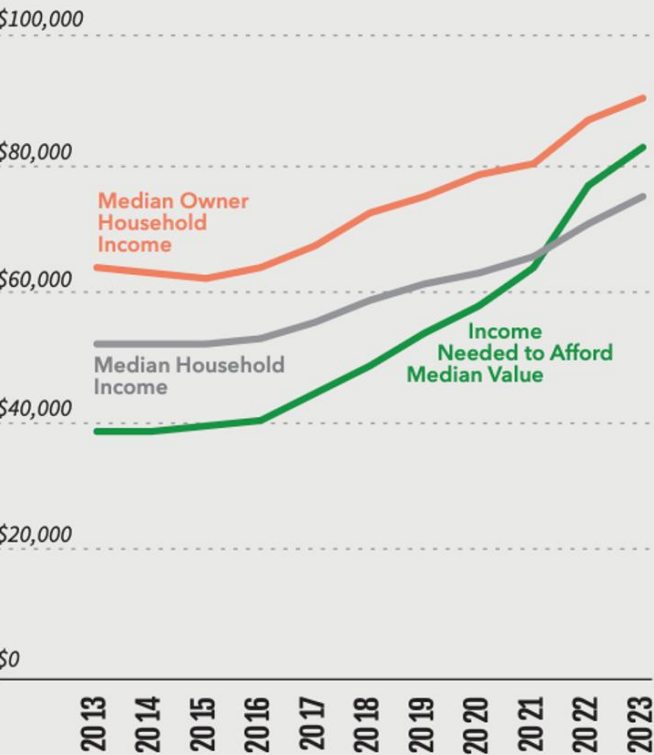
Key Findings

1. **Garland is an affordable housing market, but that is changing**
 - Prices and construction costs are rising faster than incomes
 - The jump from renting to buying is getting harder across the region, creating more demand for rental product
 - The right kind of multifamily housing could be good for Garland

Key Findings

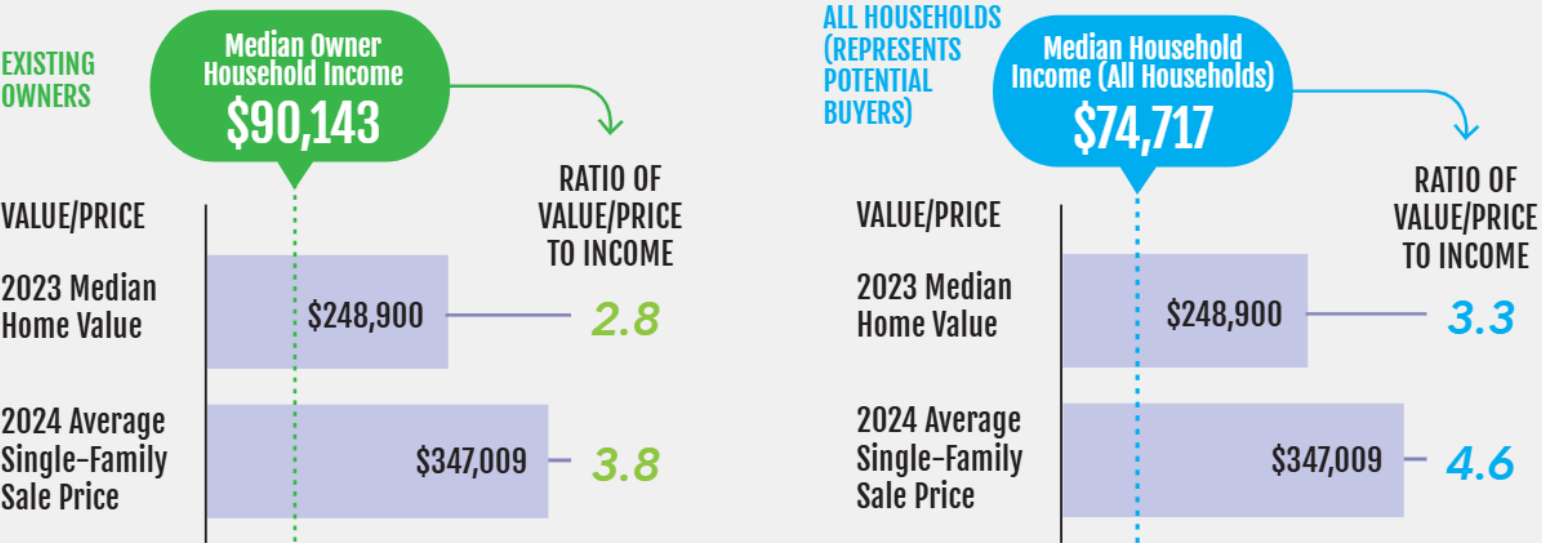
Sale prices and housing costs are rising faster than income

Garland Owner Affordability, 2013-2023



Source: czb analysis of data from American Community Survey Five-Year Estimates

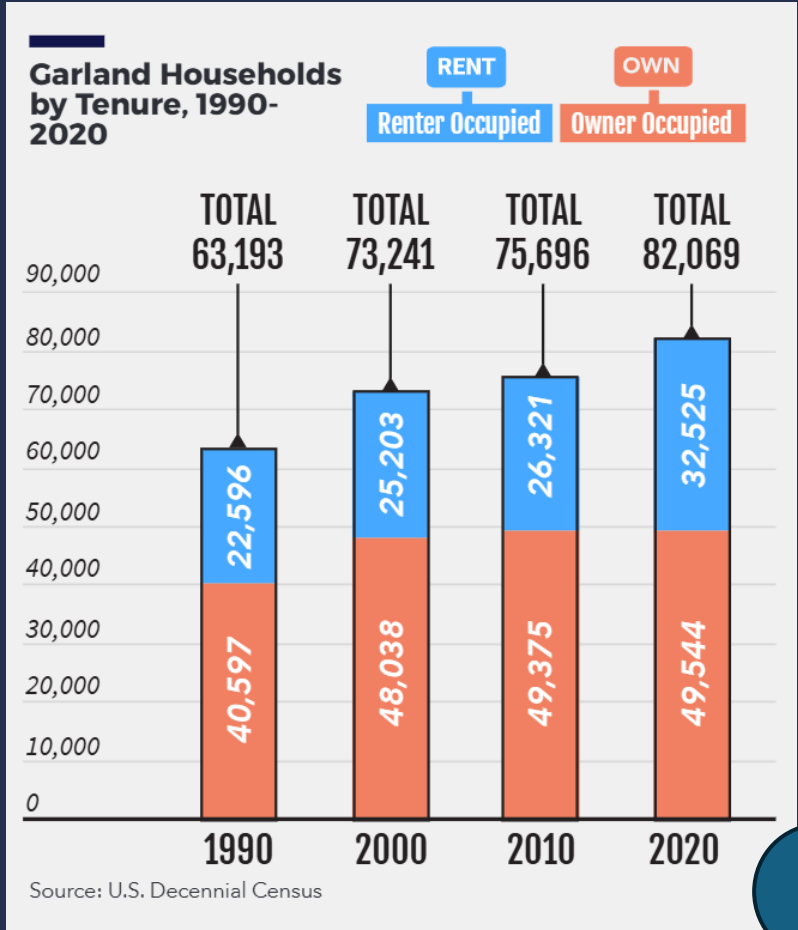
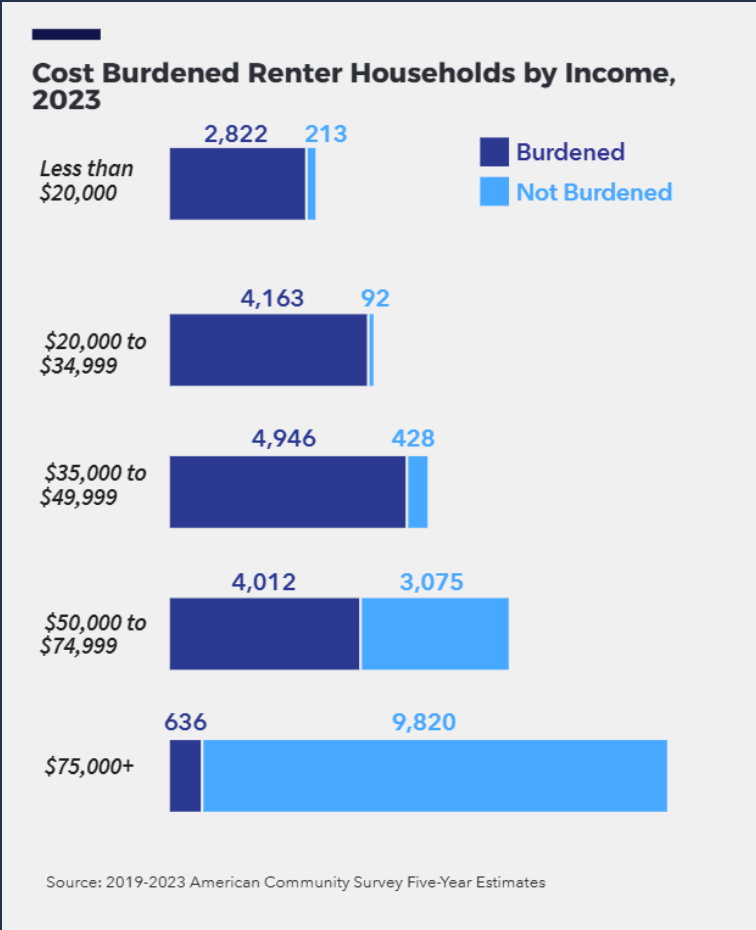
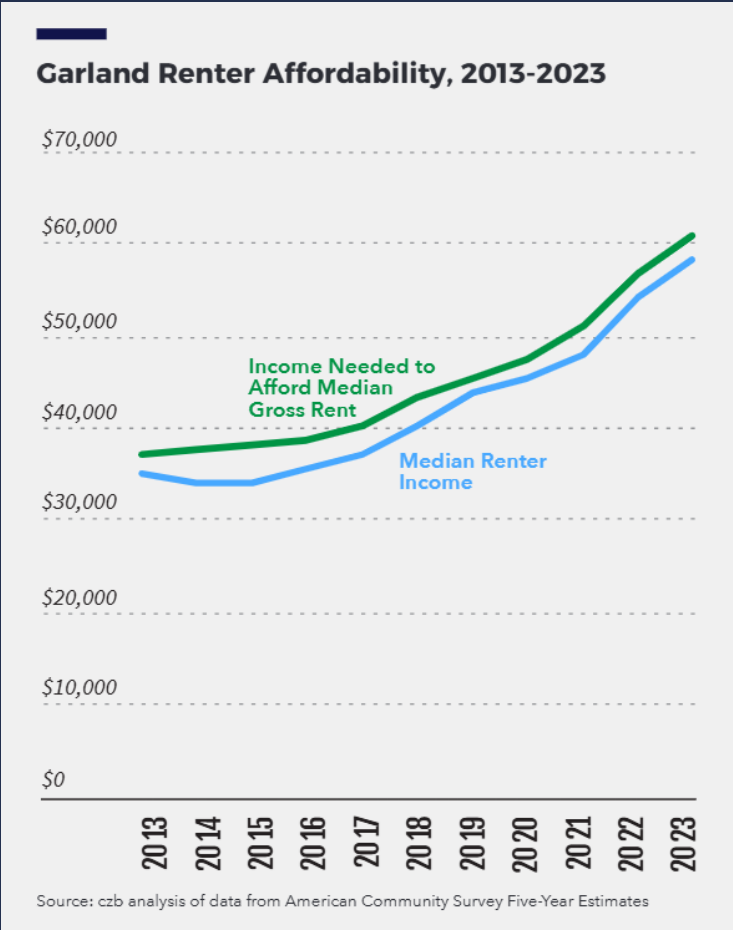
Affordability for Existing Owners vs Potential Buyers, 2024



Source: czb analysis of data from American Community Survey Five-Year Estimates and sales data from Multiple Listing Service

Key Findings

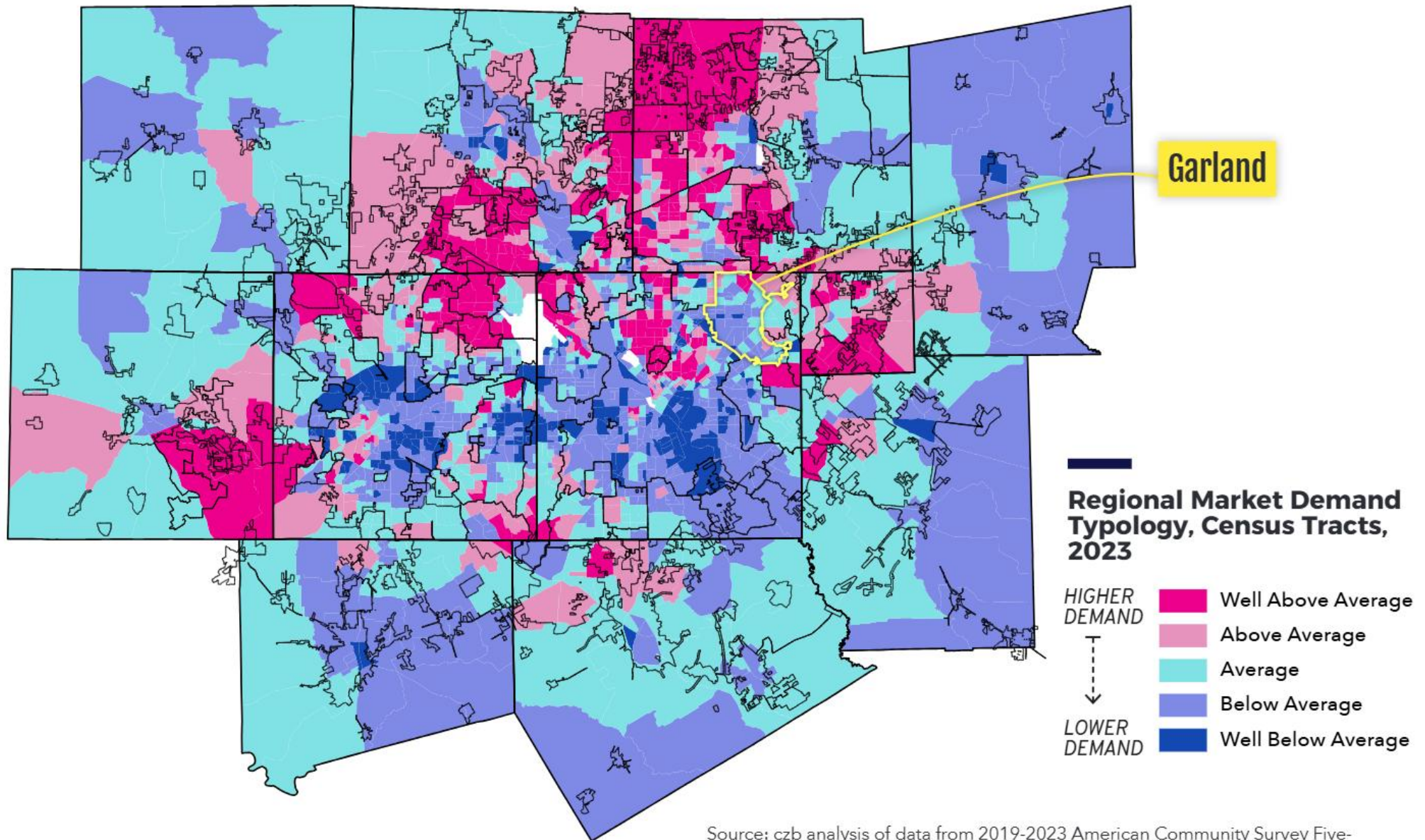
The jump from renting to buying is getting larger; demand for multi-family rental is an opportunity.



Key Findings

2. Garland is firmly in the bottom half of the region in terms of overall market strength

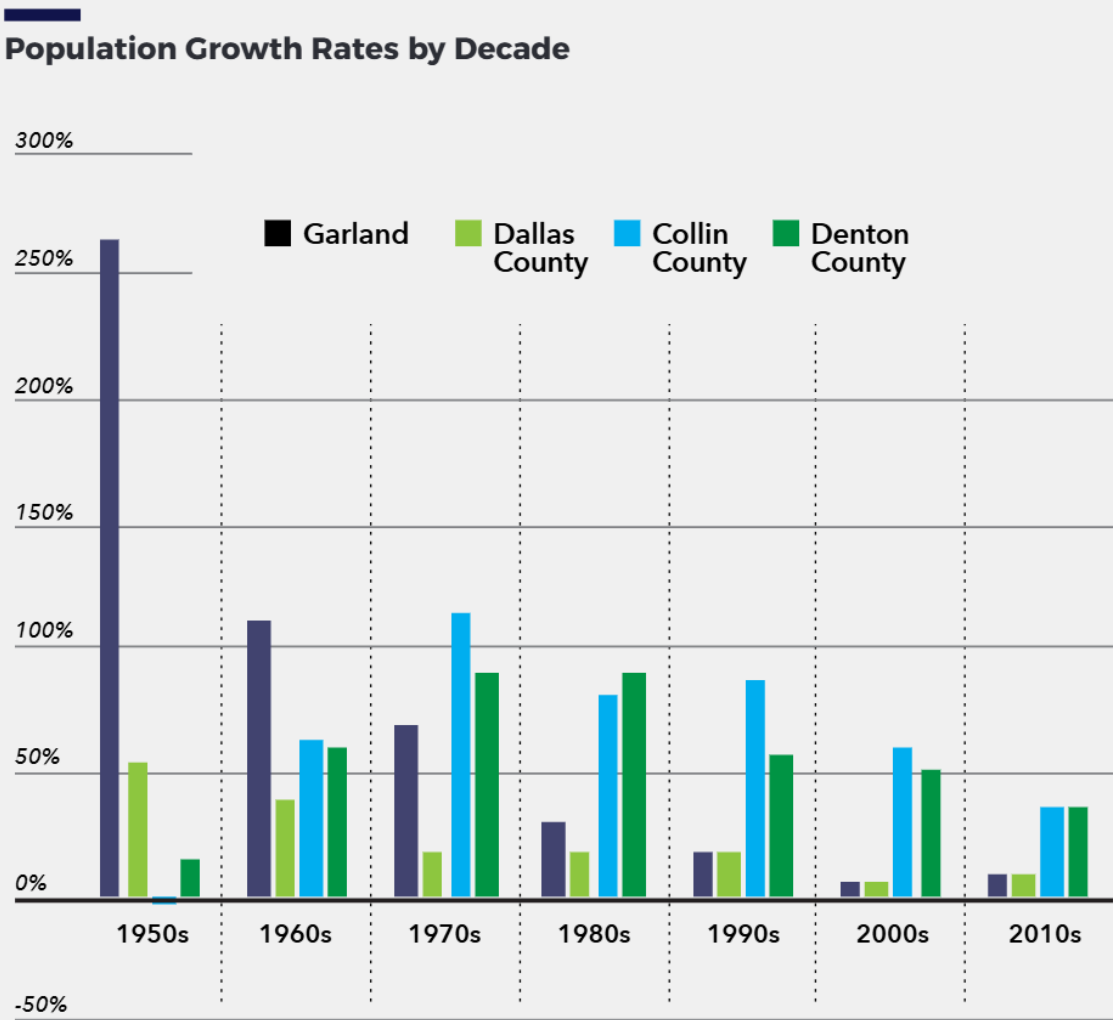
- Lack of regional growth management leaves older communities vulnerable
- Garland's comparatively older & smaller homes are less attractive to households with options, and therefore less valuable in the regional market
- Garland's lower valued homes become an affordable asset for the region



Source: czb analysis of data from 2019-2023 American Community Survey Five-Year Estimates. Data inputs include: % of aged 25+ population with four-year degree; median household income; median family income; homeownership rate; homeownership rate in single-family houses; median gross rent; median value of owner-occupied units; median owner household income.

Key Findings

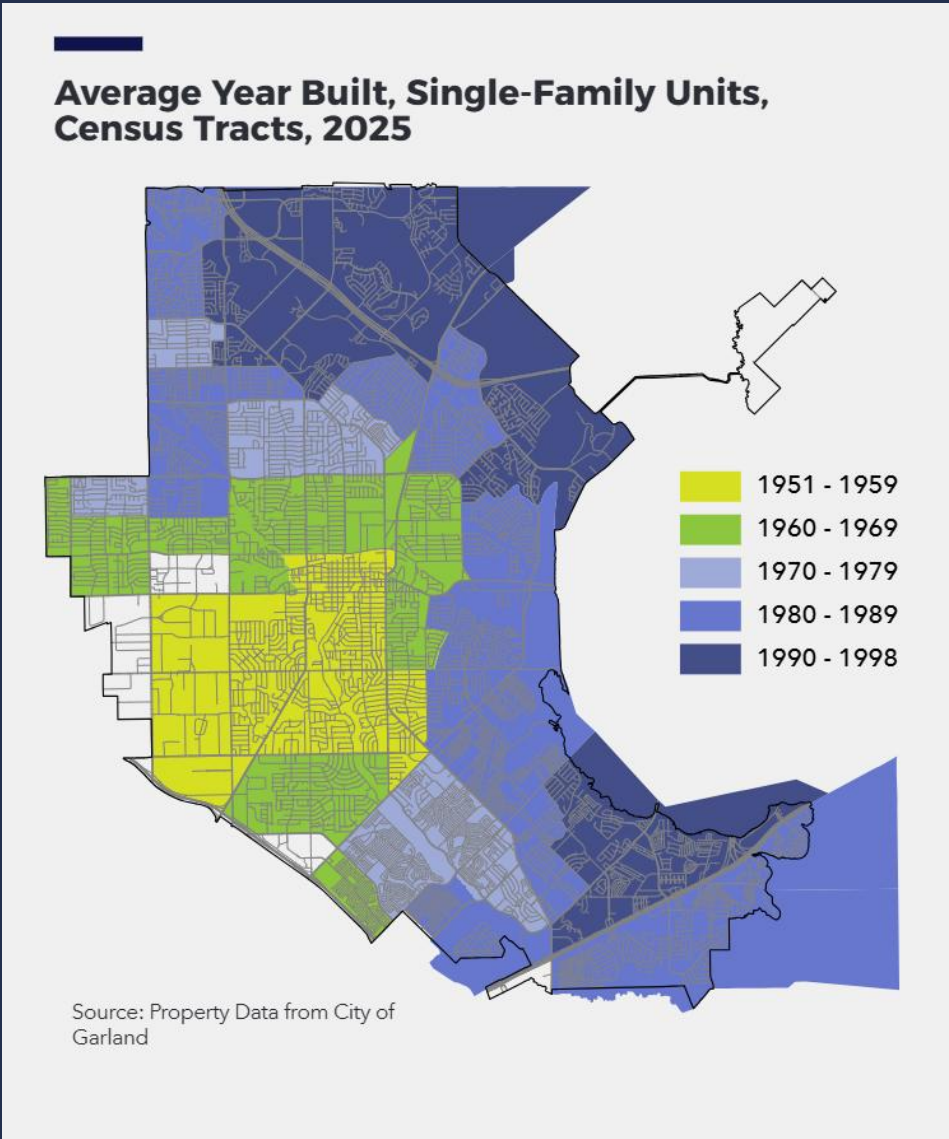
In recent decades, population growth has slowed in Garland and climbed elsewhere in the Metro



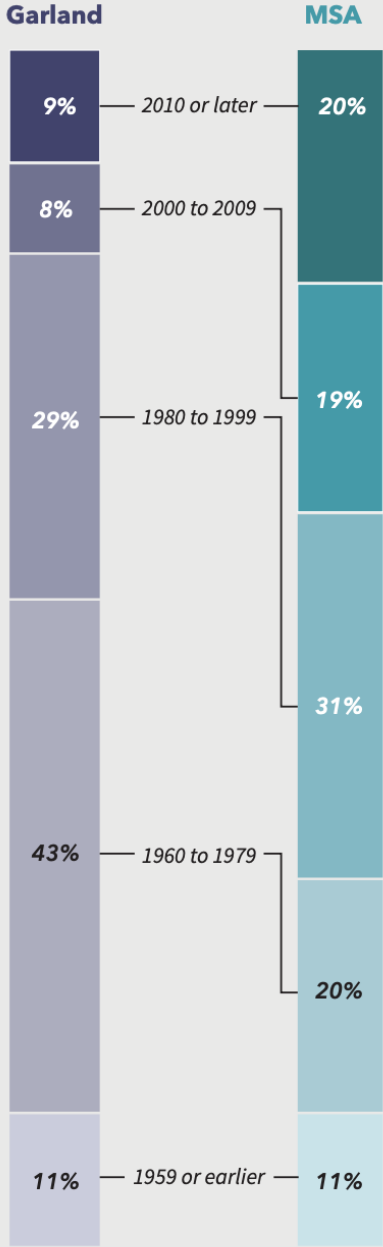
Source: czb analysis of data from U.S. Decennial Census

Key Findings

Garland has some of the oldest homes in the region, which tend to be concentrated in the center of the city

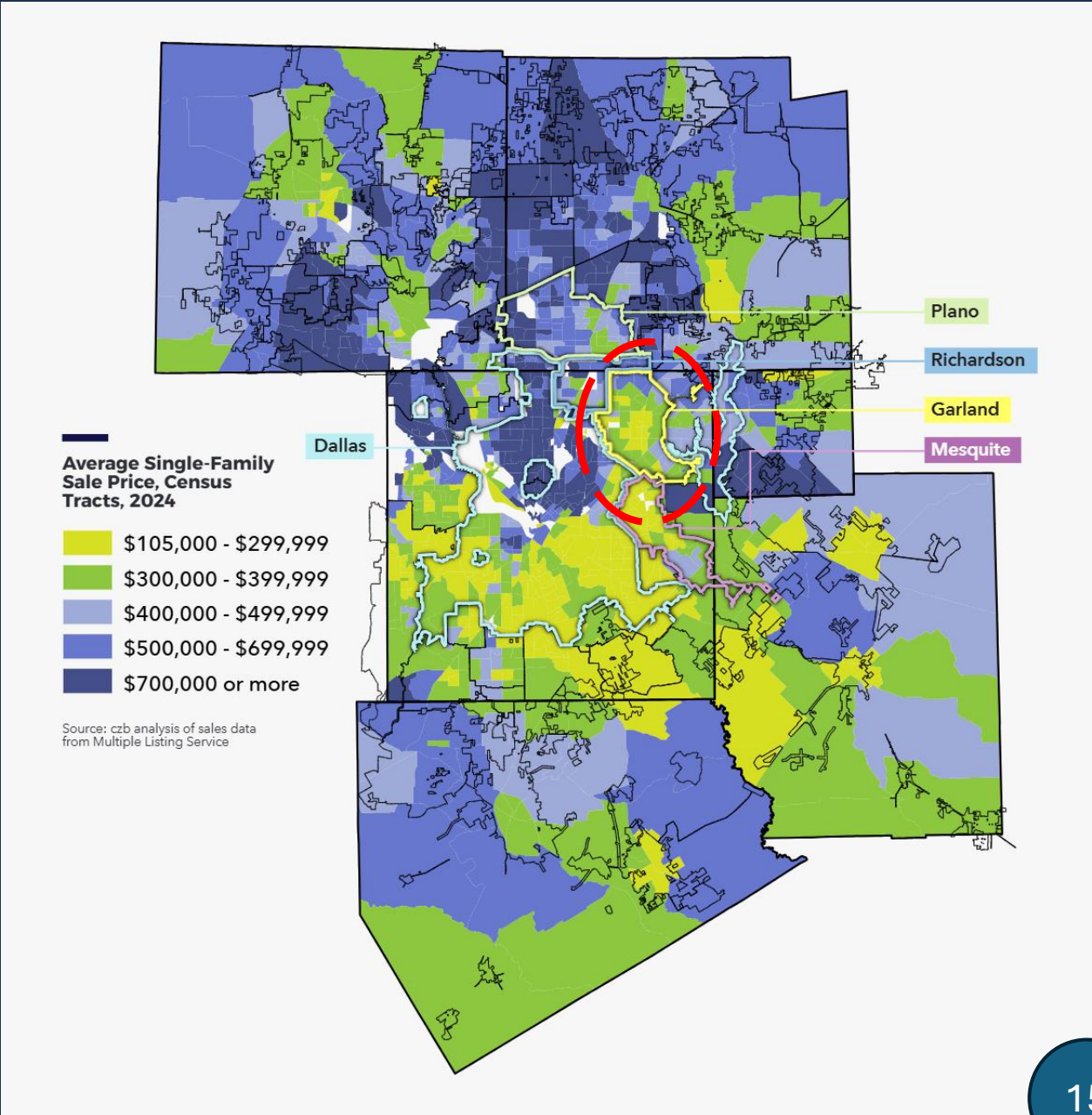
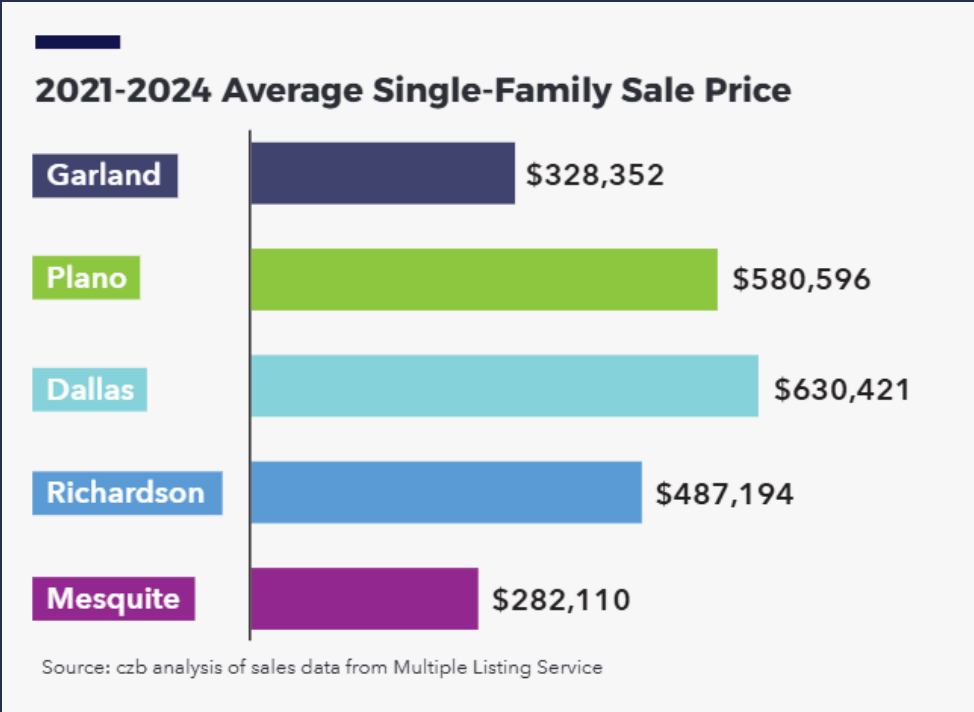


Units by Year Structure Built, 2023



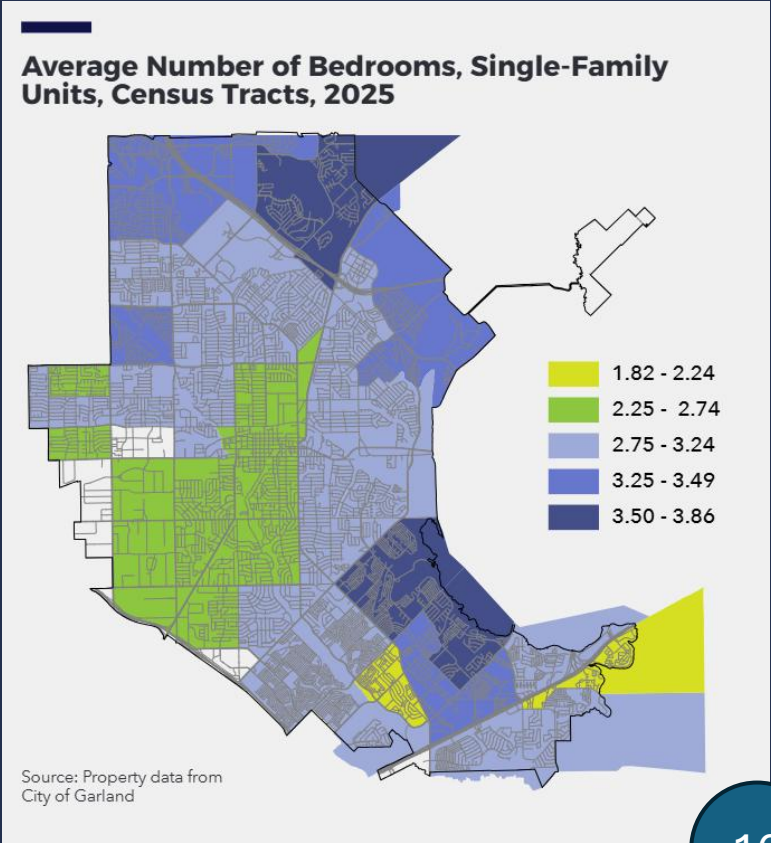
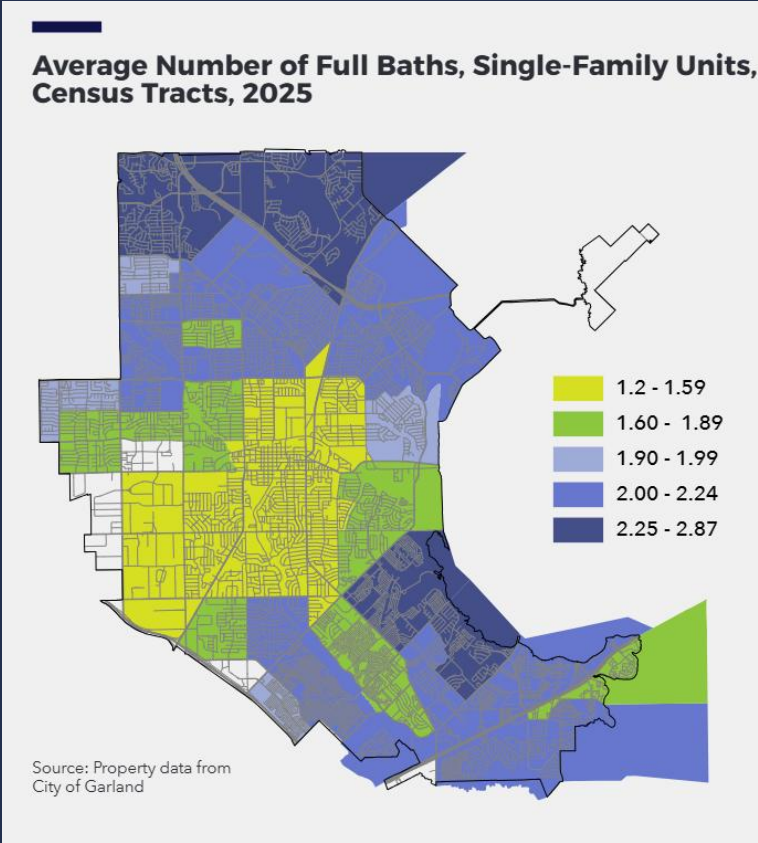
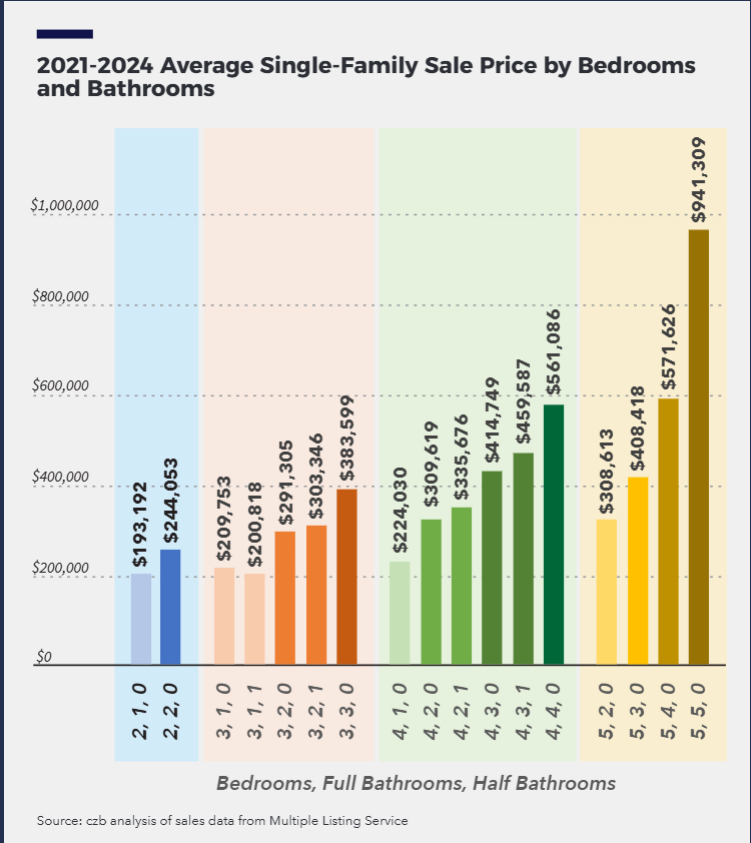
Key Findings

Lack of newer housing poses a competitive disadvantage for Garland's homeownership market



Key Findings

Age of homes matters but is not the whole story. Size and configuration also impact sale prices. The legacy of smaller homes creates fiscal constraints today.

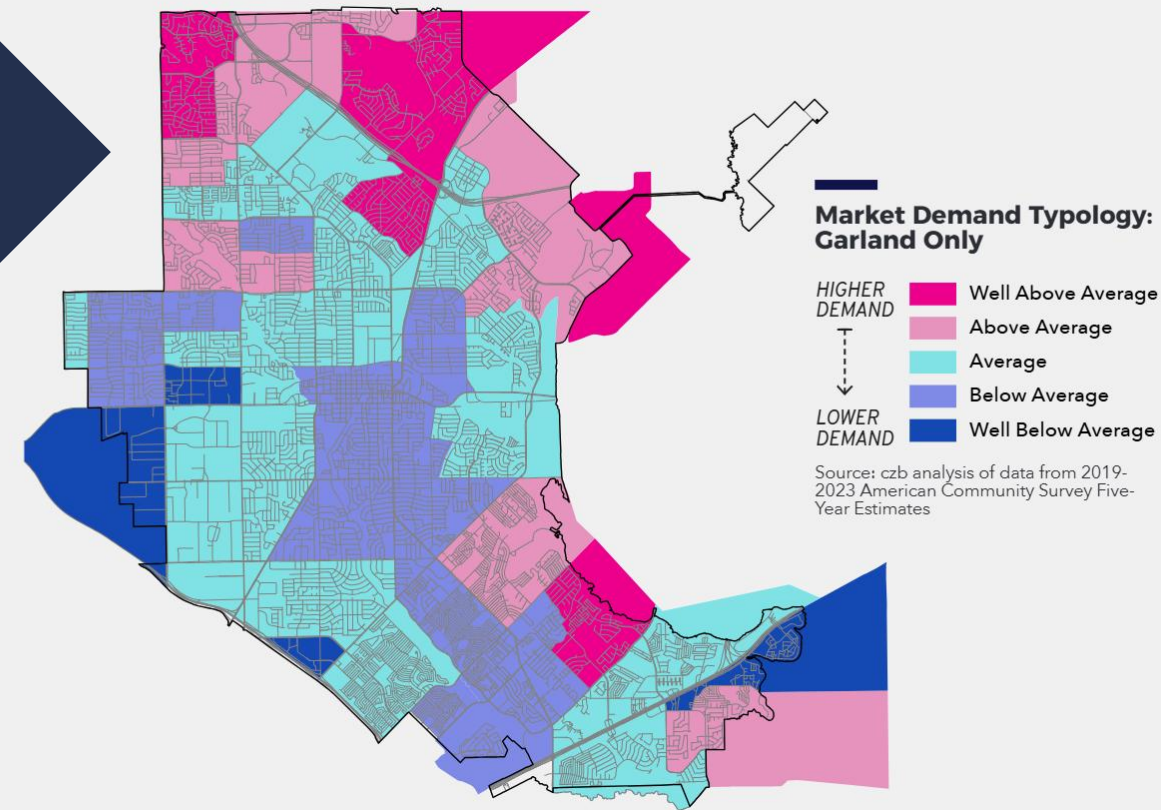
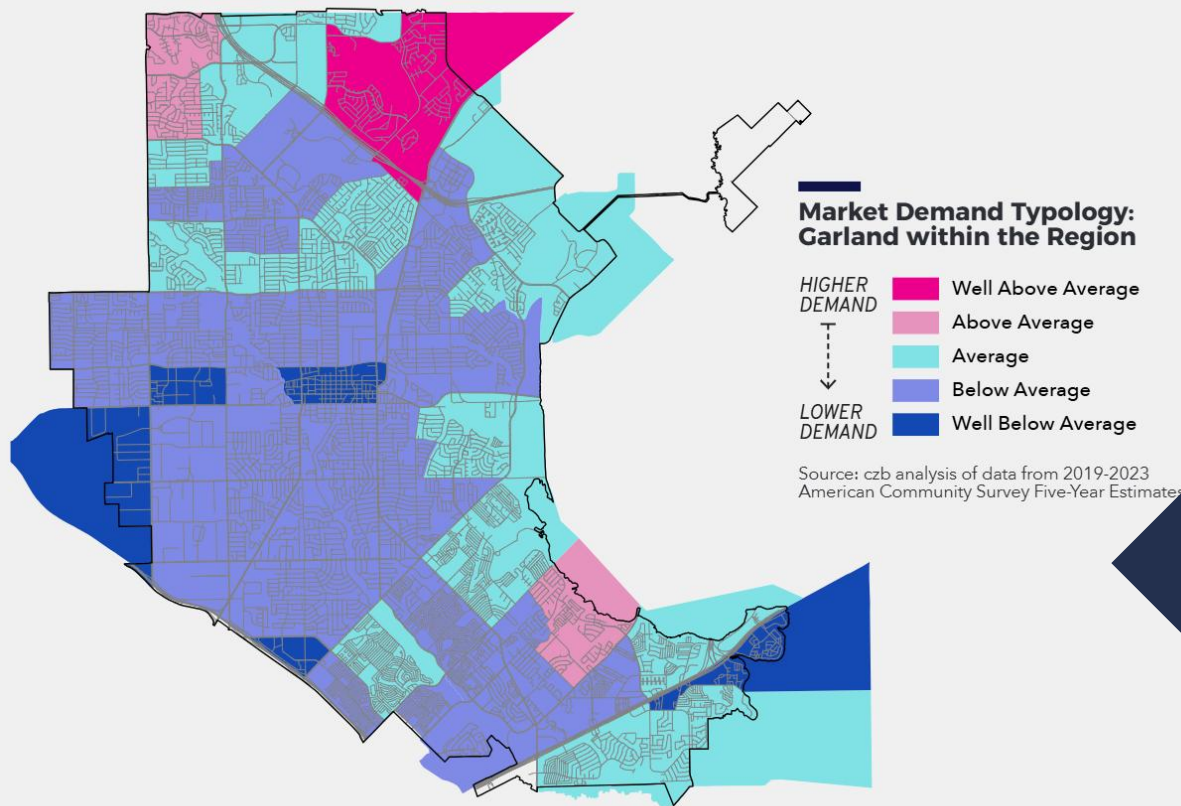


Key Findings

3. Garland's diminishing fiscal strength is a product of these dynamics coupled with aging infrastructure

- There **IS** demand for living in Garland **AND** the City's balance sheet is facing headwinds
- Older, smaller homes attract households who do not easily translate into fiscal strength
- Garland has a matching problem

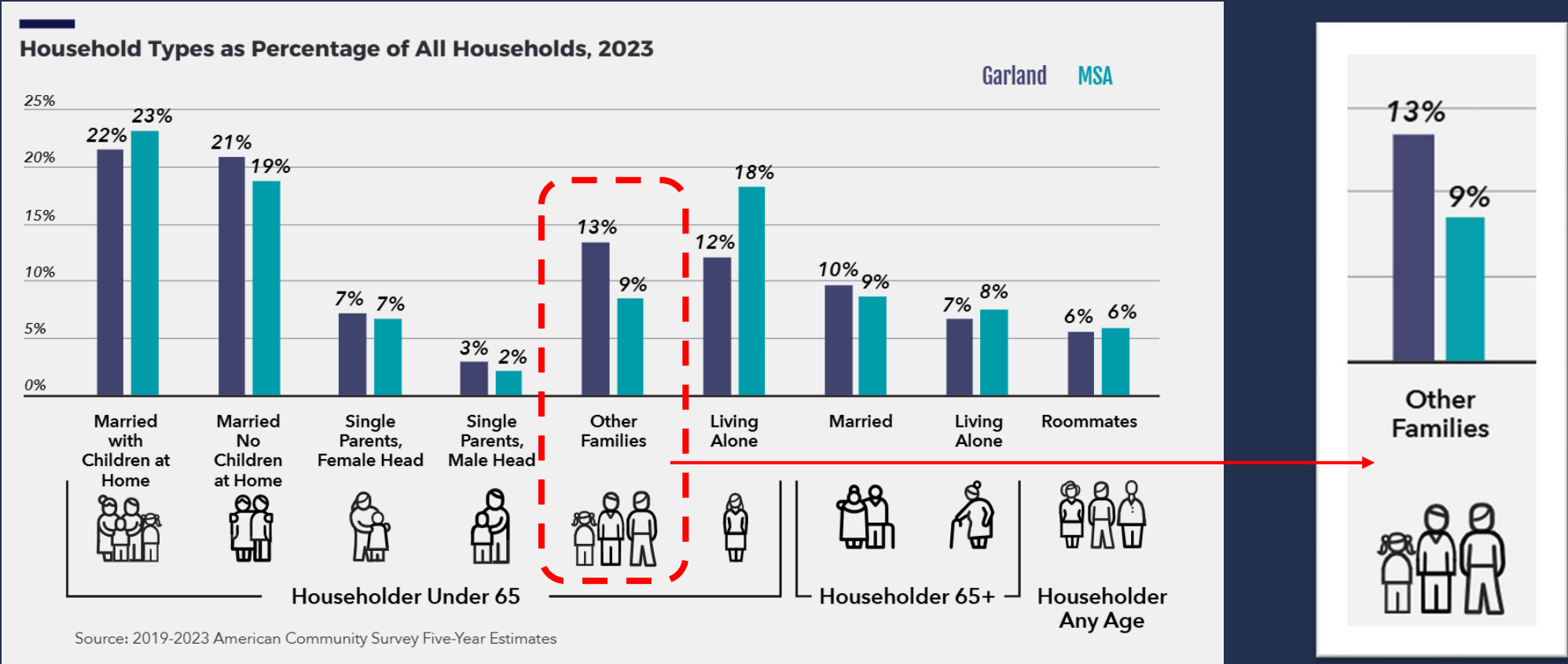
If categorized on its own, Garland has a handful of above average areas of demand and many with average demand



However, when placed in regional context, only a few areas are above average, and below average areas are more widespread.

Key Findings

Garland's household makeup largely resembles the region's except in one important way: Garland has more “other” families – related people living together who are not traditional, nuclear families



Key Findings

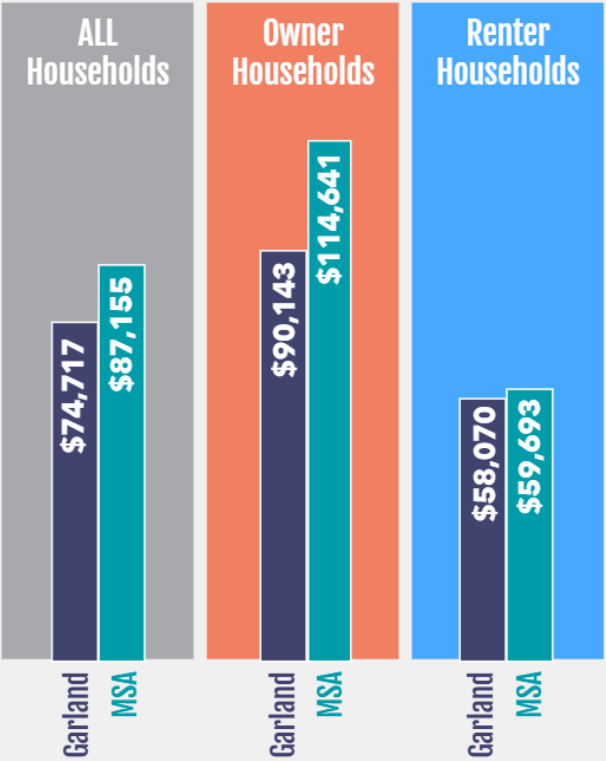
Garland's households have lower education than elsewhere in the region, which has implications for income and purchasing power.

Four-Year Degree Attainment for Population Aged 25+, 2023

Source: 2019-2023 American Community Survey Five-Year Estimates

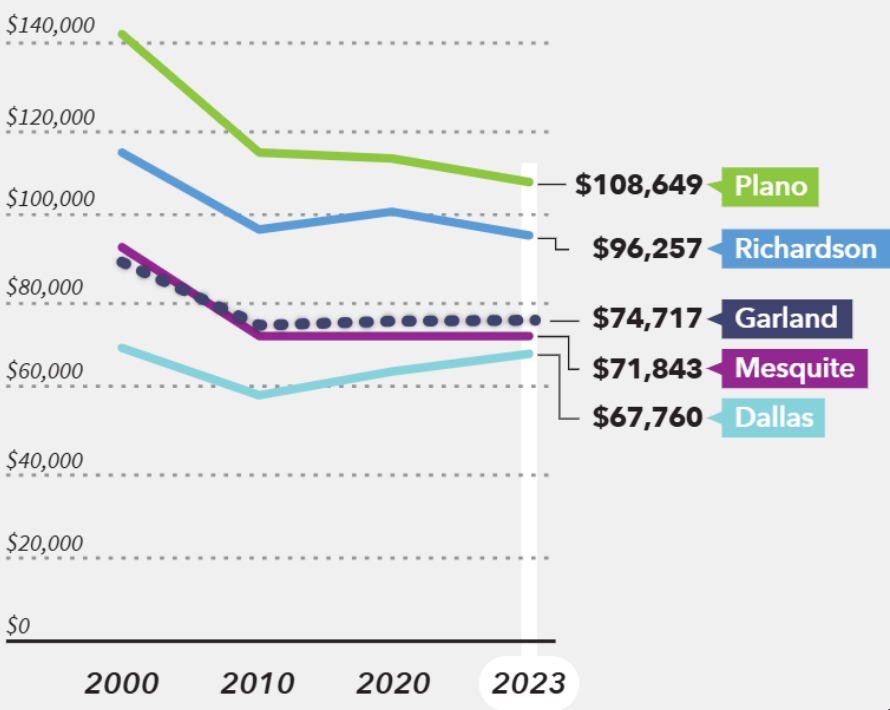
	Garland	MSA
Four-Year Degree Only	16.3%	24.5%
Graduate or Professional Degree	8.7%	14.0%

Median Household Income by Tenure, 2023



Source: American Community Survey Five-Year Estimates

Median Household Income, 2023 Constant Dollars



Source: czb analysis of data from U.S. Decennial Census and American Community Survey Five-Year Estimates

Key Findings

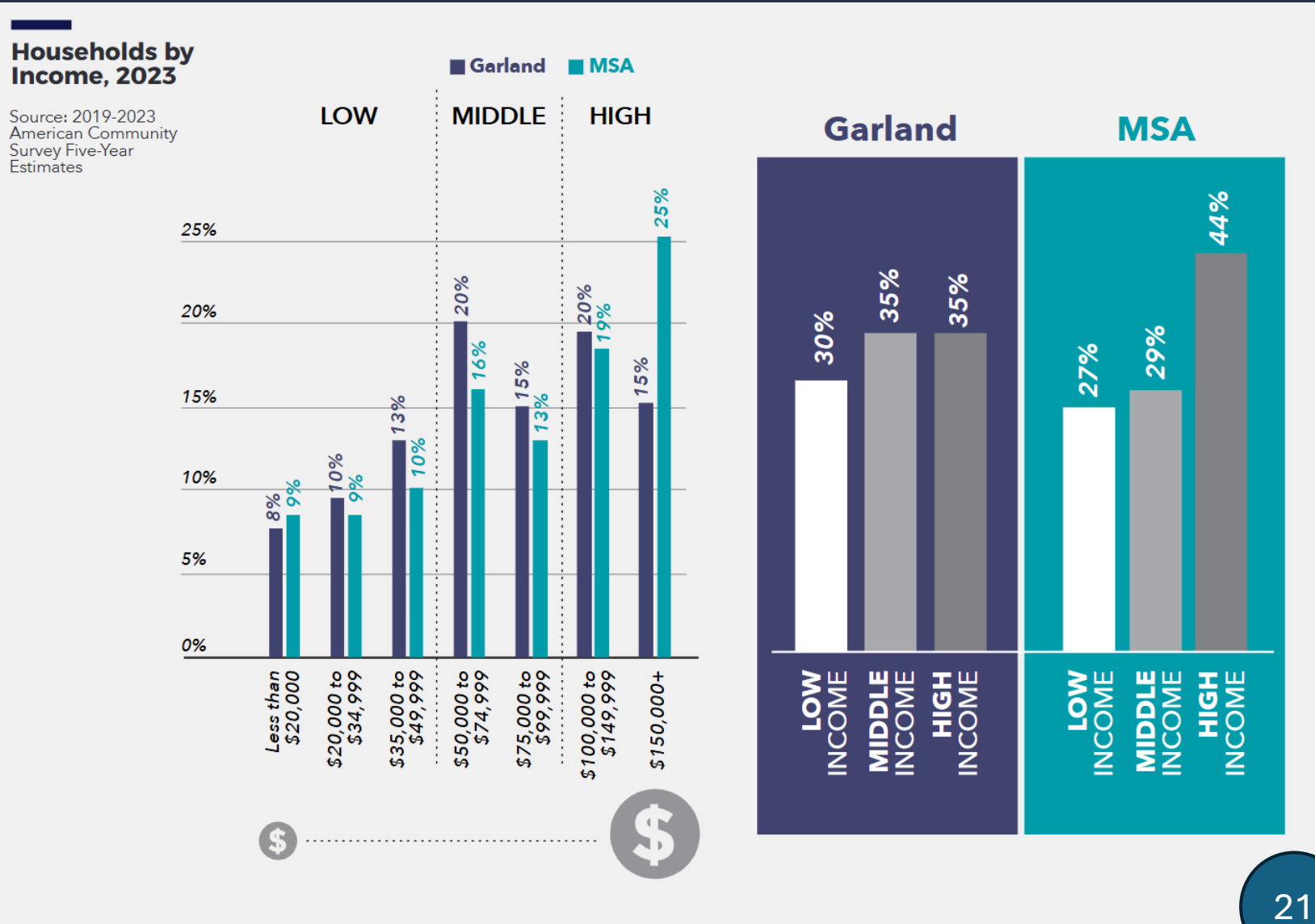
Garland's income distribution is different from the region's:

Heavy on middle income households

and

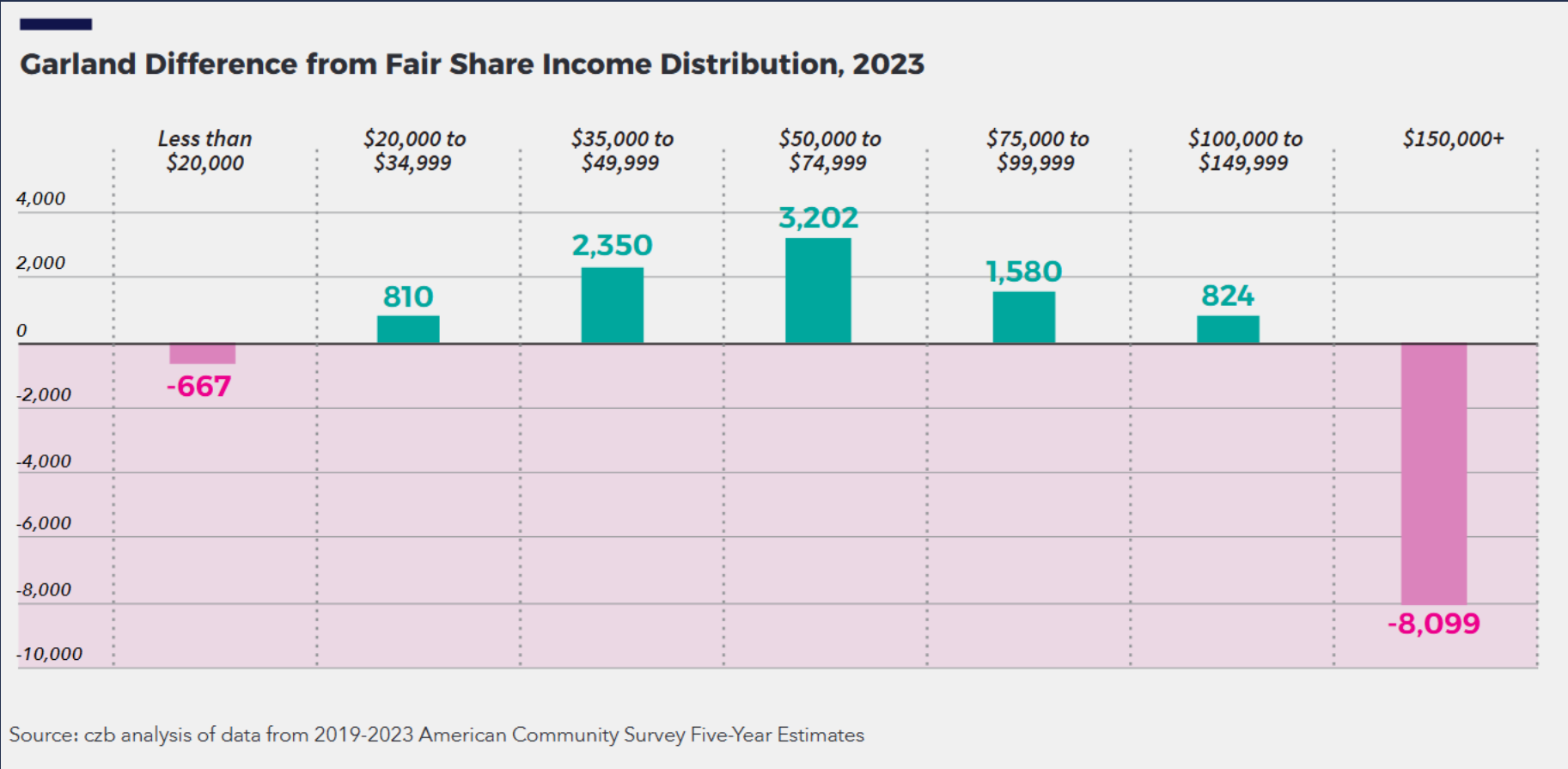
Light on higher income households

➤ *To be fiscally stronger, Garland will need to become more economically diverse.*



Key Findings

Getting to a “fair share” distribution – if desired -- will require adding several thousand higher income households.

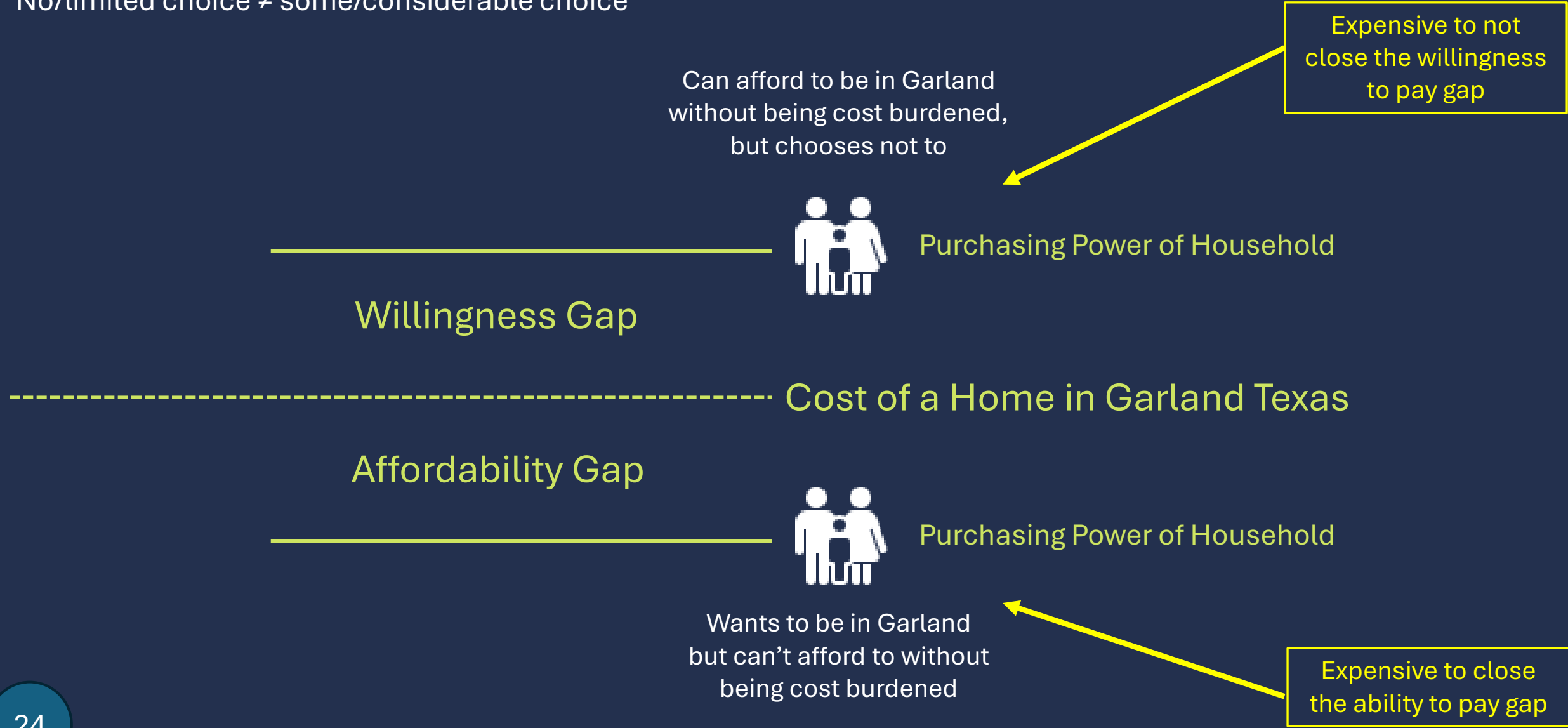


Key Findings Recap

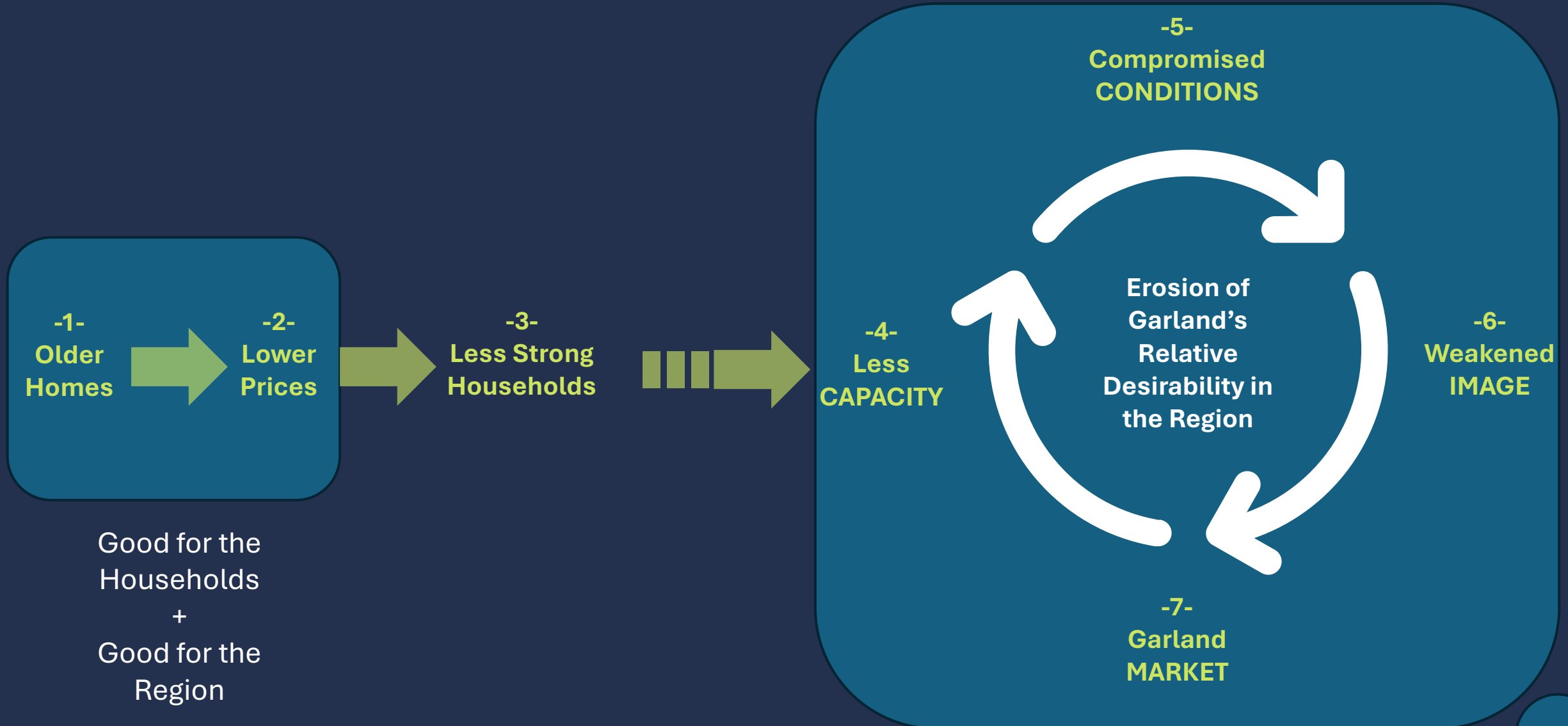
1. Garland is an affordable housing market, but that is changing
2. Garland is firmly in the bottom half of the region in terms of overall market strength
3. Garland's older, smaller housing is both in demand AND is attracting households that do not easily translate into fiscal strength

Need ≠ Demand

No/limited choice ≠ some/considerable choice



But... Not Necessarily Good
for the City Overall



Digging Out Won't Come from New Single Family, No Matter How Valuable.

It Can Only Come from Strategic Redevelopment that – At This Point –
The Market Will Not Do Without Public Subsidy

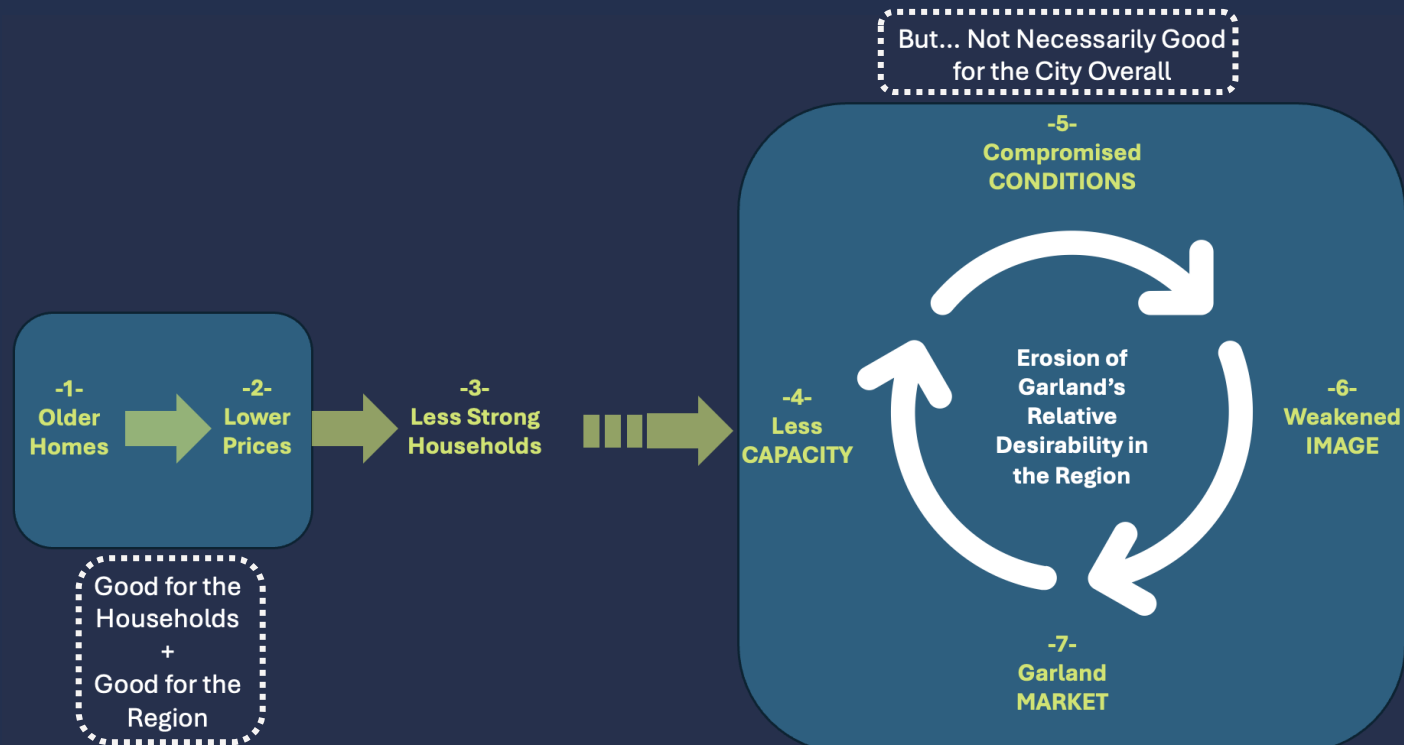
AND Simultaneous Upgrading of Existing Homes to Improve Marketability



With fiscal constraints looming, what may be good for the Dallas Metroplex and for households with limited incomes may not be good for Garland at this moment

Garland can be both fiscally stronger AND inclusive, however, it will be more, not less, expensive.

The City will not have the resources to work everywhere at once and will need to prioritize.



Myths

- Need ≠ Demand
 - (no/limited choice) ≠ (some/considerable choice)
- Affordable Housing ≠ Neighborhood Improvement
 - It can, but it is not a certainty
- Worst-First Works....
 - Unless you have millions of dollars just laying around, it **never** makes sense
- Scattering dollars is sensible
 - It may have short-term benefits, but does not align with a sound long-term strategy

Preliminary Strategy Direction

1. Focused, excellent quality market rate multifamily at key locations
2. Strategically refreshed single family & corridors
3. Income is REALLY important, but....
4. Standards, standards, standards are more important than anything else.
5. Who will be doing the work needs to be answered so the strategy can be matched to implementation capacity

Preliminary Strategy Direction

Alignment with Garland Forward

1. Focused, excellent quality market rate multifamily at key locations
 - Redevelopment with diverse form and place types in strategic geographies
2. Strategically refreshed single family & corridors
 - Strengthen and improve areas surrounding redevelopment locations
3. Income is REALLY important, but....
4. Standards, standards, standards are more important than anything else.
 - Help existing residents stay, improve their homes, and grow their home's value – this lays the foundation for attracting new households & retail
5. Who will be doing the work needs to be answered so the strategy can be matched to implementation capacity

Given the Need to Prioritize

Different Efforts Are Needed in Different Parts of the City

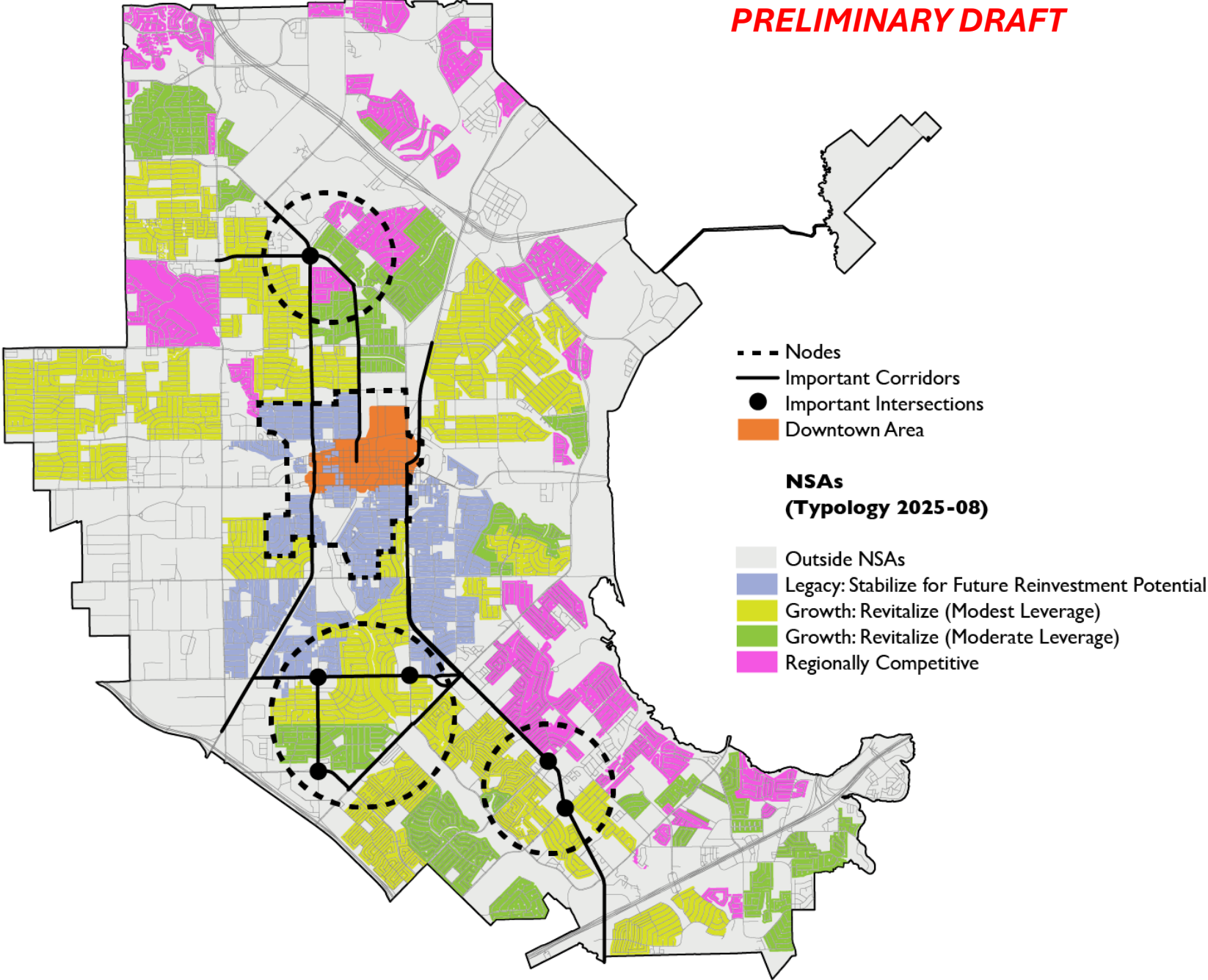
1. Some areas need no attention
 - Parts of Garland already regionally competitive
2. Some areas need some attention and will pay dividends
 - Parts of Garland have leverageable strengths
3. Some areas need a lot of attention and will pay no dividends
 - Parts of Garland need to be stabilized before they can be revitalized
4. Some areas need wholesale redevelopment
 - Parts of Garland have important locational potential

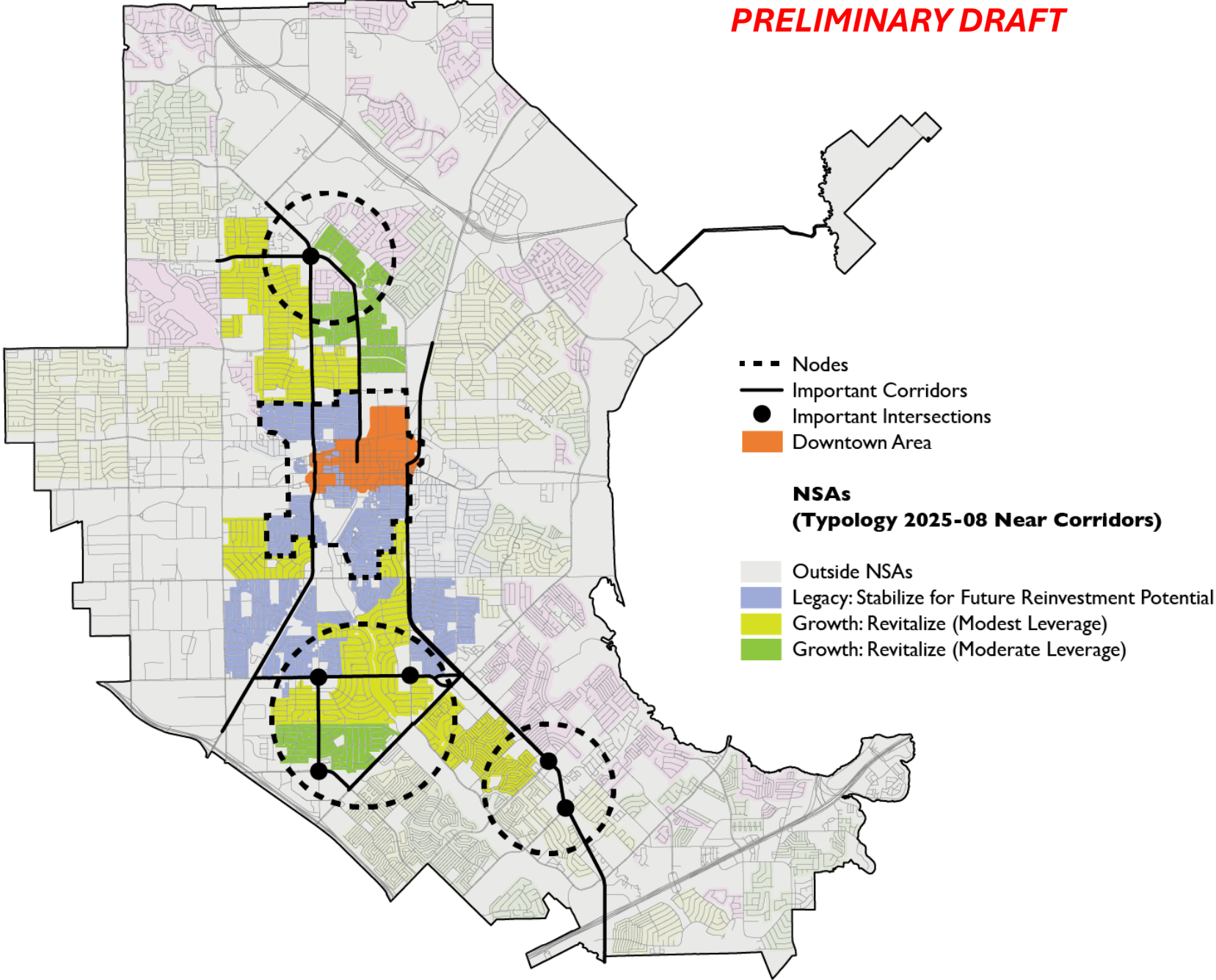
Given the Need to Prioritize

Different Efforts Are Needed in Different Parts of the City

- Parts of Garland already regionally competitive
 - These areas can be taken off the board – they will do fine
- Parts of Garland have leverageable strengths
 - These areas need to be strategically reinvested in – they will not do fine on their own
- Parts of Garland need to be stabilized before they can be revitalized
 - These areas need services and assistance – once stable, reinvestment can occur
- Parts of Garland have important locational potential
 - Key intersections need to be redeveloped – this helps reposition Garland in the region

PRELIMINARY DRAFT





DRAFT PRELIMINARY HOUSING MARKET ANALYSIS

GARLAND, TX



Planning
Consultants



Questions?

Planning Report

GDC Amendment Ord 25-07

Agenda Item:

Meeting: City Council

Date: September 2, 2025



GARLAND

TEXAS MADE HERE

STRATEGIC FOCUS AREA

Sound Governance and Finances

REQUEST

A public hearing to consider amendments to the Garland Development Code ("GDC") Chapter 2 *Zoning Regulations*, Article 2, Division 1 *Application for Change of Zoning*, to add an option to expire a zoning case upon prolonged applicant inactivity.

PLAN COMMISSION RECOMMENDATION

On July 29, 2025, the Plan Commission unanimously recommended approval.

BACKGROUND

Currently, zoning applicants sometimes cease to participate in zoning procedures. Some zoning applications require multiple staff review cycles to prepare for a public hearing due to disparities between the application and GDC requirements, or due to the creation of a PD with complex design requirements. An applicant may realize that staff's recommendation would not be favorable, or they may pause to obtain a document requested by staff, never returning to submit the document. Although this has become less regular now that detail plans are no longer required, zoning cases sometimes become dormant, and applicants currently have no City incentive to participate beyond their own interest/timeline.

The protracted time of inactivity can cause discontinuity, confusion, wasted staff time, and overall inefficiency in the City's administration of zoning processes. A simple time period of non-communication, after which a zoning case could be deemed expired and no longer tracked, would enable planning staff and Planning Commissioners to maintain focus on active cases. The Planning Director would have the discretion to restart or prolong the time period should an applicant be working toward resolution in good faith.

Generally, peer cities have time limits on inactive building permit applications and activity but rely on staff communication to track zoning cases progress. Dallas has adopted a 180-day time limit for inactive applications as a standard operating procedure. Staff consider 180 days more than enough time for an applicant to resolve design or entitlement issues and provide adequate communication to the City.

STAFF RECOMMENDATION

Establish a 180-day timeline for inactive zoning cases as shown in Appendix A, after which the case could be expired. Notification procedures may be adopted outside of the GDC.

ADDITIONAL INFORMATION

Proposed amendment text

PREPARED BY:

Michael Wade
Long-Range Planning Administrator
Planning & Development
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mwade@garlandtx.gov

REVIEWED BY:

Nabila Nur, AICP
Planning Director
Planning and Development
972-205-2449
nnur@garlandtx.gov

ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING REGULATIONS PERTAINING TO INACTIVE ZONING CHANGE APPLICATIONS CHAPTER 2, "ZONING REGULATIONS," ARTICLE 2, DIVISION 1 "APPLICATION FOR CHANGE OF ZONING," SECTION 2.04 "GENERAL PROVISIONS" OF THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND TEXAS.

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

Section 1

That Section 2.04 "General Provisions" of Chapter 2, Article 2, "Zoning Procedures," of the Garland Development Code of the City of Garland, Texas, is hereby amended *by addition* to read as follows:

Section 2.04 General Provisions

- (A) Responsible Official. The Planning Director is the responsible official for processing an application for a change of zoning.
- (B) Definitions. Following are definitions, general terms, and special terms used in this GDC that are related to the approval process for land development applications.
 - (1) "Plan" means a subdivision development plan, including a subdivision plan, subdivision construction plan, site plan, concept plan, detail plan, land development application, and site development plan.
 - (2) "Plat" includes a preliminary plat, general plan, final plat, and replat.
- (C) Initiation of Change of Zoning. Only the property owner or the owner's authorized representative, the Plan Commission on its own motion, or the City Council on its own motion, may initiate an application for a change of zoning on a land parcel.
 - (1) In the event the ownership stated on an application is different from that shown in City or appraisal district records, or if the applicant is a representative of the property owner, the applicant must submit written evidence of ownership (such as a

certified copy of a deed, will, or other conveyance instrument) or a verification signed and notarized by the property owner that the applicant is acting as an authorized representative for the property owner, as applicable.

- (2) A landowner or representative seeking approval of an application for a change of zoning must pay or otherwise satisfy all delinquent taxes, paving assessments, impact fees, or any other delinquent debts or obligations for the land to be rezoned before the application is submitted, in accordance with Section 1.09 in Chapter 1 of this GDC. It is the applicant's burden to provide evidence that all taxes and obligations have been paid.
- (D) Contents of Application for Change of Zoning. Detailed requirements for the format and contents of an application for change of zoning must be in accordance with requirements in the Development Application Packet, as may be amended from time to time.
- (E) Expiration of Zoning Application. An application for a change of zoning shall expire, and considered withdrawn, following the 180th day after the applicant files a zoning application if there has been no activity (i.e., responding to comments, submitting documentation, correcting deficiencies in the application, failing to apply for a permit, etc.) that suggests the applicant is making a good faith effort to complete the project. In such event, the Planning Director may deem the application expired and require submittal of a new zoning application with all applicable fees.

Section 2

That Chapter 2 of the Garland Development Code shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

PASSED AND APPROVED this [] day of [] 2025.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:

CHAPTER 2 – ZONING REGULATIONS

ARTICLE 2 – ZONING PROCEDURES

DIVISION 1

APPLICATION FOR CHANGE OF ZONING

§ 2.04. General Provisions.

- (E) Dormant Zoning Application. If an application is determined by the Planning Director to be dormant due to a period of applicant inactivity in excess of 180 days, the Planning Director may deem the application expired and require submittal of a new zoning application with all applicable fees.

REPORT & MINUTES

P.C. Meeting, July 28, 2025

2c. APPROVED Hold a public hearing to consider amendments to the Garland Development Code ("GDC") Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change of Zoning, to add an option to expire a zoning case upon prolonged applicant inactivity.

Planning Administrator - Long Range Planning, Michael Wade, provided an overview of the amendments to the Garland Development Code ("GDC") Chapter 2 Zoning Regulations, Article 2, Division 1 Application for Change of Zoning, to add an option to expire a zoning case upon prolonged applicant inactivity, and remained available for questions.

Motion was made by Commissioner Jenkins to **approve**, the amendment as presented with the change in language in the ordinance from "City" to "Planning Director." The ordinance revision would read, "If an application is determined by the Planning Director to be dormant due to a period of applicant inactivity in excess of 180 days, the Planning Director may deem the application expired and require submittal of a new zoning application with all applicable fees." Seconded by Commissioner Cornelius. **Motion carried: 9 Ayes, 0 Nays.**



GARLAND

ORD 25-07

Expiration Time Period
September 16, 2025



Introduction

Amendment proposing to establish a 180-day timeline for inactive zoning cases in Section 2.04 of the Garland Development Code.



Background

- **Purpose:** Incentivizing continued applicant cooperation in zoning processes and allowing staff, Planning Commission, and City Council to focus on active zoning cases.
- **Issue:** Zoning applicants sometimes cease communicating on zoning processes, leaving staff to track cases with no clear milestones or outcomes.
- **Precedent:** Peer cities generally rely on proactive communication with applicants. Dallas is the primary local example of a formal timeline. (180 days; notifications every two months)
- **Timeliness:** Introducing this into the GDC early will allow future development partners to clearly understand expectations.

Instances of inactivity have decreased since accepting concept plans instead of detail plans.



Proposal

- Entering a standard time period into the GDC would make the expectation clear, predictable, and well-integrated with zoning processes.
- A 180-day period would provide ample time for updates, revisions, etc.
- Staff would give notifications of inactivity at regular intervals.
- After a case is deemed expired, the applicant would need to reapply and pay all applicable fees.



Proposed Amendment Text

Section 2.04 General Provisions.

(A) Responsible Official. ...

(B) Definition. ...

(C) Initiation of Change of Zoning. ...

(D) Contents of Application for Change of Zoning. ...

(E) Dormant Zoning Application. ... If an application is determined by the Planning Director to be dormant due to a period of inactivity in excess of 180 days, the Planning Director may deem the application expired and require submittal of a new zoning application with all applicable fees.

Staff recommendation:
Approval

Planning Commission recommendation:
Approval
(Unanimous vote)



GARLAND

CITY COUNCIL STAFF REPORT

7

Meeting Date: September 15, 2025

Title: Administrative Services Committee Report

Submitted by: Phillip J. Urrutia
Assistant City Manager

Strategic Focus Area: Future-Focused City Organization

Issue / Summary

The Administrative Services Committee met on August 28th, 2025 to discuss items previously referred by the City Council. These items are now presented for Council discussion and direction.

Background

The Administrative Services Committee met on August 28th, 2025 to discuss items previously referred by the City Council. These items are now presented for Council discussion and direction. The committee reviewed Board and Commission Engagement referred January 21, 2025 by Mayor Pro Tem Lucht and Council Member Dutton, including ordinances, charter provisions, and bylaws provided by staff for evaluation of existing boards and commissions. The committee also reviewed the Council Appointee Evaluation Process, for which the City Council engaged Clear Career Professionals to support evaluations of Council appointees, with staff providing an update on process and coordination of next steps.

Consideration / Recommendation

No action at this time.

Attachments

- A. Updates Garland Appointee Eval 2025 Schedule
- B. Bylaws Template

Garland Appointee Evaluation 2025 – Updated Working Schedule

Facilitated by Clear Career Professionals, LLC

Thursday, August 28, 2025 – 5:00 PM (ASC Meeting)	Initial meeting with Administrative Services Committee (ASC). Confirm evaluation framework, deliverables, and timeline. Discuss strategic goals for the process. Attendance: Brian Beasley (compensation), ASC members.
Aug 29 – Sept 10, 2025	Review existing employment agreements. Begin data collection from departments and direct reports. Launch compensation benchmarking for appointed roles (Brian lead).
Aug 29 – Sept 10, 2025	Appointee self-assessments & interviews. Distribute self-assessments and gather input.
Sept 11 – Oct 10, 2025	Direct report interviews (up to 5 per appointee) focusing on leadership impact and team culture.
Monday, September 29, 2025 (Suggested)	ASC progress meeting to review early findings and confirm draft evaluation format.
Sept 30 – Oct 4, 2025	Draft evaluations prepared. Consolidate compensation data. Optional growth discussions with appointees.
Tuesday, October 7, 2025	ASC format & documentation review – feedback only. Preliminary compensation benchmarks shared. No formal appointee evaluations (full Council conducts evaluations).
Oct 8 – Oct 17, 2025	Appointee feedback sessions on draft evaluations. Finalize evaluation documents.
Oct 21 – Oct 25, 2025 (Target Range)	Finalize compensation study and recommendations.
November 3, 2025 (Regular Council Meeting)	Full Council conducts formal evaluations. Deliver final written evaluation and compensation report. Appointees present for evaluation session.
Early December 2025	Submit final documentation. Assist with execution of contracts or adjustments.

BYLAWS
OF
[Name of Board or Commission]
GARLAND, TEXAS

ARTICLE I

Powers and Duties

Section 1. The powers, duties, objectives, and purposes of the [Name of Board or Commission] of the City of Garland, Texas are those set forth under [state law, the Garland City Charter, Garland Code of City Ordinances, and the Garland Development Code.]

ARTICLE II

Officers

Section 1. The officers of the [Name of Board or Commission] shall be a Chairperson, Vice Chairperson, and Secretary - the Secretary shall not be a member of the [Board or Commission].

Section 2. The Chairperson shall preside over all meetings of the [Board or Commission] and have all duties generally conferred by Robert's Rules of Order, state or local law, or Council policy. The Chairperson may participate in the discussion of all matters before the Commission and vote thereon. The Chairperson shall be responsible for the efficient and orderly transaction of [Board or Commission] business. The Chairperson may serve a maximum of two consecutive terms. Upon completion of the second term, the Chairperson shall be ineligible to serve again in that role until at least one full term has passed. After this break in service, the individual may again be considered for election or appointment as Chairperson.

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

Section 4. The Secretary, or the Staff Liaison's designee in the event the Secretary is absent or unable to perform the duties of the office, shall keep the minutes and records of the [Board or Commission], prepare the agenda of regular and special meetings, provide notice of meetings and copies of minutes to members of the [Board or Commission], and other duties that are normally performed by the office of Secretary. It shall be the duty of the Secretary to submit to the [Board or Commission] the minutes of the previous meeting so that the same may be corrected, if necessary, to accurately reflect the proceedings of the last meeting. The minutes shall not be official until they are adopted by a majority vote of the [Board or Commission].

ARTICLE III

Appointment of Officers

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

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

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

ARTICLE IV

Meetings

Section 1. Regular meetings will be held [state when the meeting falls] each month at [time of meeting]. In the event a regular meeting falls on a holiday or upon a day resulting in a conflict with another city or special event, the [Board or Commission], by a majority vote, may change the date and time of the regular meeting of the [Board or Commission].

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

Section 3. [Number] members of the [Board or Commission] shall constitute a quorum. No official action shall be taken unless a quorum is present on the item or matter being considered by the [Board or Commission].

Section 4. Except as otherwise set by state or local law, or by these Bylaws, an affirmative vote of the majority of the [Board or Commission] membership is required to approve any matter before the [Board or Commission]. Each member of the [Board or Commission] present, including the Chairperson, shall vote on all matters unless the member (1) has a direct interest as a neighboring property owner, (2) a conflict of interest as described in Section 10.52 of the City Code, (3) knows his or her participation in the discussion or decision of the matter is likely to affect the substantial economic interests of one of the entities or individuals described in Section 10.53(A), or (4) for reason of nepotism as defined by State law or prohibited by state law.

Section 5. All decisions and recommendations of the [Board or Commission] shall be made in meetings open to the public and a vote taken at such meetings and duly recorded. All meetings shall be held in accordance with the provisions of the Open Meetings Act.

Section 6. Parliamentary procedure shall be generally governed by Roberts Rules of Order, which may be suspended upon a majority vote of the [Board or Commission], except when in conflict with state or local law. In the event of a conflict between Robert's rules of Order and state or local law, then state and local law shall govern.

Section 7. Upon a timely and written request directed to the Staff Liaison, from the Chairperson, or any two members of the [Board or Commission], to place an item for consideration or recommendation on the agenda, the item shall be added to the next regularly scheduled [Name of Board or Commission] meeting agenda.

ARTICLE V

Committees

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

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

ARTICLE VI

Amendments

These Bylaws may be changed at any regular meeting of the [Board or Commission] by a two-thirds vote of all members. Any proposed change or amendment of these rules shall be delivered to members not less than three days in advance of the meeting at which a change or amendment is considered for adoption.

ARTICLE VII

Temporary Waiver of Bylaws

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

VIII

Miscellaneous

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

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

Adopted by the [Board or Commission] on this [day] day of [month], [year].