



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
September 14, 2021
7:00 p.m.

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

Persons with disabilities who plan to attend this meeting and 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.



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

CONSENT AGENDA

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

1. Consider approval of the minutes of the August 17, 2021 Regular Meeting.

2. Consider approval of the following bids:

a. Heavy-Duty Rescue Truck

Bid No. 1208-21

Siddons-Martin Emergency Group

\$1,152,374.00

This request is for the replacement purchase of a heavy-duty rescue truck to be utilized by the Garland Fire Department.

b. Engineering Services for Lavon Pump Station Backup Generator Project **Bid No. 1168-21**

Gupta & Associates, Inc.	\$300,174.00
Optional Contingency	<u>25,000.00</u>
TOTAL:	\$325,174.00

This request is to obtain Professional Engineering Services for installation of a generator at the Lavon Pump Station. An Optional Contingency is included for any additional services that may be required.

c. Ambulances **Bid No. 1215-21**

Mac Haik Dodge Chrysler Jeep	\$1,107,516.00
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This request is to purchase four replacement ambulances to be used by the Garland Fire Department.

d. Infinity CIS Implementation **Bid No. 0463-17**

Advanced Utility Systems	\$120,289.97
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This request is to approve a Change Order for the implementation of the Infinity Customer Information System (CIS) used by Customer Service and Sanitation.

e. Duck Creek Pipeline Rehabilitation, Phase I **Bid No. 0969-20**

Insituform Technologies, LLC	\$65,655.50
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This request is to approve a Change Order for the Duck Creek Pipeline Rehabilitation, Phase I.

f. GP&L ETC Odorant System Project Management **Bid No. 1244-21**

Pond & Company	\$186,017.00
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This request is to obtain Construction Engineering and Construction Management Services related to the Garland Power & Light ETC Odorant System Installation project.

- g. **iNovah System Update for Customer Service
P.A.I.D. Program** **Bid No. 0612-20**

System Innovators, Inc. **\$14,400.00**

This request is to approve a Change Order to add functionality to the iNovah payment processing system that will allow integration in support of the City's P.A.I.D. Program.

- h. **GP&L Olinger Plant Relay Replacement
Engineering Services** **Bid No. 1238-21**

SynchroGrid Limited, LLC **\$120,000.00**

This request is to obtain Protection and Design Engineering Services required to replace the generator, main auxiliary and step-up transformer protection relays for the GP&L Olinger Plant Generating Units 2 and 3.

- i. **TMPA 345/138kV Gibbons Creek Switchyard
Phase II Plant Disconnection Engineering
Services** **Bid No. 1209-21**

Black & Veatch **\$456,966.00**

This request is to obtain electrical design engineering services to support the second stage of modifications at the TMPA Gibbons Creek Switchyard as a result of the sale of the adjacent power plant.

- j. **2019 Bond Program Management Additional
Services** **Bid No. 0722-19**

AECOM **\$948,000.00**

This request is to approve a Change Order for additional program management services for the 2019 Bond Program.

- k. **EMS Supplies and Medications** **Bid No. 1270-21**

Bound Tree Medical, LLC **\$369,872.44**

This request is for the purchase of EMS Pharmaceuticals and Medical Supplies for the Garland Fire Department. This approval is for a Term Agreement with four optional renewals.

I. Engineering Services for Concession and Restroom Buildings at Various Park Sites **Bid No. 1271-21**

Pacheco Koch Consulting Engineers, Inc. \$286,910.00

This request is to obtain professional engineering, land surveying and landscape architecture services for the infrastructure to support restroom and concession buildings at various park sites.

m. Transportation Maintenance & Operations Facility Renovation Construction **Bid No. 0469-21**

Hill & Wilkinson \$77,527.00

This request is to approve a Change Order for the Transportation Maintenance & Operations Facility renovation construction services.

n. Data Center Infrastructure Replacement **Bid No. 1268-21**

Unique Digital Technology, Inc. \$459,998.84

This request is for the purchase of hardware and software for the data center storage infrastructure replacement.

o. TMPA Ben Davis to Royse 138kV Transmission Steel Structures **Bid No. 1138-21**

Texas Electric Cooperatives \$305,622.00

Optional Contingency 30,562.00

TOTAL: \$336,184.20

This request is for the purchase of two 170' 2-pole galvanized steel structures and anchor bolt cages to be used for the TMPA Ben Davis to Royse 345kV Tower 2/5 replacement. An Optional Contingency is included for any additional materials that may be required.

p. Rowlett Creek Wastewater Treatment Plant Polymer **Bid No. 1261-21**

Polydyne, Inc. \$636,000.00

This request is to purchase Clarifloc C-6266 polymer to be used at the Rowlett Creek Wastewater Treatment Plant. This approval is for a Term Agreement with four (4) optional renewals.

q. Garland Water Utilities SCADA Master Plan **Bid No. 1269-21**

Gupta & Associates, Inc. \$560,844.90
Optional Contingency 39,100.00
TOTAL: \$599,944.90

This request is to obtain Professional Engineering Services for the development of a Supervisory Control and Data Acquisition (SCADA) Master Plan for the Wastewater Treatment and the Water Distribution/Wastewater Collections SCADA Systems. An Optional Contingency is included for unforeseen additional services that may be required.

r. 2018 Paving, Water and Sanitary Sewer Project, Phase II **Bid No. 0947-20**

XIT Paving & Construction, Inc. \$169,054.23

This request is to approve a Change Order for the 2018 Paving, Water and Sanitary Sewer Project, Phase II.

s. 2021 Garland Alley Reconstruction Project **Bid No. 0958-21**

Cam-Crete Contracting, Inc. \$2,088,766.00

This request is for the 2021 Garland Alley Reconstruction Project.

t. Railroad Crossing Evaluation Project **Bid No. 1212-21**

R-Delta Engineering, Inc. \$136,500.00

This request is to obtain professional engineering services for the fifty-one railroad crossings located at several major thoroughfares/collectors throughout the city.

- u. 2021 Term Contract for Miscellaneous Arterial Repair Project** **Bid No. 0959-21**

Jerusalem Corporation **\$2,000,000.00**

This request is to provide concrete repairs for arterial roadways throughout the city. This approval is for a Term Agreement with four optional renewals.

- v. Design Services for Bridge Repair to the One Eleven Ranch Park Bridge Over Rowlett Creek** **Bid No. 6076-16**

Binkley & Barfield, Inc. **\$24,000.00**

This request is to approve a Change Order for additional engineering design services for bridge repairs over Rowlett Creek at One Eleven Ranch Park Bridge.

- w. Highway 66 Turn Lane Construction** **Bid No. 0492-20**

Hill & Wilkinson General Contractors **\$553,885.00**

This request is for the construction of a turn lane and entrance drive adjacent to the new Animal Shelter & Adoption Facility and future Tuckerville Park.

- x. Change Order for Construction Materials** **Bid No. 1079-19**

Barnsco, Inc. **\$65,529.62**

This request is to approve a Change Order to our Term Agreement for the purchase of reinforcing steel and other miscellaneous materials used in the construction of concrete streets and alleys.

- y. Change Order for Ready Mix Concrete** **Bid No. 1039-18**

Cooper Concrete Co. **\$66,552.35**

This request is to approve a Change Order to our Term Agreement for delivery of ready mix concrete to various construction projects throughout the city.

Z. GP&L Overhead Transmission & Distribution Line Relocations for Naaman School Road **Bid No. 1131-21**

JW Powerline, LLC **\$1,632,684.21**

This request is to provide labor and equipment needed to relocate GP&L transmission and distribution facilities along Naaman School Road as part of the COG Naaman School Road street widening project. An Optional Contingency is included for any additional work that may be required.

aa. Heliport Expansion Design Services **Bid No. 1182-21**

Kimley-Horn and Associates, Inc. **\$124,500.00**

This request is to obtain Professional Design Services for the Heliport expansion to accommodate the expansion of adjacent business.

bb. Motor Repair and Maintenance **Bid No. 0628-18**

Brandon and Clark, Inc. **\$155,000.00**

This request is to approve a Change Order for the final renewal of the Power Plant Motor Repair and Maintenance Term Agreement.

3. Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.

a. Zoning File No. Z 21-21, Avalon Development and Kimley-Horn (District 7)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Restaurant, Drive-Through on a 0.7411-acre tract of land zoned Community Retail (CR) District and located at 2128 North Jupiter Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause and a Severability Clause; and providing an effective date.

b. Zoning File No. Z 21-22, Randall T. Wilson (District 2)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas by approving a Specific Use Provision for a Recycling Salvage Yard (Unlimited Outside Storage) Use on a 2.7184-acre tract of land zoned Industrial (IN) District and located at 1340 Hebron Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause and a Severability Clause; and providing an effective date.

- 4. Council is requested to confirm Dr. Timothy Lambert for a two-year term as City Health Authority and Dr. Norman Clothier for a two-year term as the Health Authority designee and authorize the City Manager to renew the interlocal agreements with the City of Rowlett and the City of Sachse for the purpose of public health services.**

At the August 16, 2021 Work Session, Council considered confirming Dr. Timothy Lambert for a two-year term as City Health Authority and Dr. Norman Clothier for a two-year term as the Health Authority designee and authorize the City Manager to renew the interlocal agreements with the City of Rowlett and the City of Sachse for the purpose of public health services.

- 5. Consider authorizing the City Manager or his designee to execute contract agreements with the Texas Department of State Health Services (DSHS) and to execute an interlocal agreement with Parkland Hospital regarding the services of a social worker.**

At the September 13, 2021 Work Session, Council considered authorizing the City Manager or his designee to execute contract agreements with the Texas Department of State Health Services (DSHS) and to execute an interlocal agreement with Parkland Hospital regarding the services of a social worker.

- 6. Consider a resolution of the City Council of the City of Garland, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a Savings Clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.**

At the August 16, 2021 Work Session, Council considered approval of the Settlement Agreement with Atmos Energy Mid-Tex Division and the resulting rate change under the Rate Review Mechanism tariff.

7. **Consider a resolution of the City Council of the City of Garland, Texas adopting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet; and providing an effective date.**

At the September 13, 2021 Work Session, Council was briefed on this item in Executive Session.

8. **Consider by minute action authorizing the City Manager to sign the Interlocal Agreement for reimbursement to Rowlett for eligible expenses totaling \$108,762.14 under the Public Assistance category Emergency Protective Measures conducted to manage the Mass Vaccination Event operations within the City of Garland.**

At the September 13, 2021 Work Session, Council considered the approval of the Interlocal Agreement execution with the City of Rowlett which makes pass-through from Garland to reimburse Rowlett allowable based on the FEMA Public Assistance guidance and for the approval of the reimbursement expense in the amount of \$108,762.14.

9. **Consider by minute action the approval of one purchase agreement negotiated to date with the property owner in the amount of \$803,340.**

Holford Road (from PGBT to Naaman Forest Boulevard) is currently a two-lane asphalt street. It is being reconstructed to a divided concrete street with curbs and dedicated bike lanes and trails, which requires additional land/right-of-way. Since the approval of the 2019 Bond Program, Staff has been working with its consultants to acquire the necessary real property to reconstruct Holford Road. One (1) purchase agreement has been successfully negotiated with a property owner for the acquisition of real property needed to move forward with the project.

10. **Consider an ordinance authorizing the issuance of "City of Garland, Texas, Tax Note, Series 2021;" specifying the terms and features of said note; levying a continuing direct annual ad valorem tax for the payment of said note; and resolving other matters incident and related to the issuance, sale, payment and delivery of said note, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.**

At the August 16, 2021 Work Session, Council considered authorizing the issuance of tax notes in the amount of approximately \$29 million.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

11. **Consider a resolution strongly encouraging (1) persons entering city facilities to wear face coverings or face shields over their nose and mouth, (2) utilizing the hand sanitizer stations at the entrances of city owned facilities, and (3) persons who are eligible to receive the COVID-19 vaccine and who do not have a medical condition that prevents them from safely receiving a vaccination to become fully vaccinated.**

Council previously discussed passing and approving a resolution encouraging persons entering City facilities to wear face coverings, as well as utilize the hand sanitizers stations at the entrances of city owned facilities, and for persons eligible to receive COVID-19 vaccines to become fully vaccinated.

12. **Consider a resolution of the City of Garland, Texas finding and determining that the public necessity and convenience require the acquisition of various property rights located east of First Street, north of Avenue D and south of Avenue B, in the City of Garland, Texas situated in the 1st Installment Coopers Addition, in the City of Garland, County of Dallas, Texas, said property interests being more particularly described below; providing authorizations to acquire such property rights by purchase or condemnation and making certain findings pertaining thereto; providing further authorizations as may be necessary to carry out the purposes of this resolution; and providing an effective date.**

Council is requested to approve a resolution authorizing the acquisition of the property rights described in the proposed resolution.

13. **Hold a Public Hearing on Proposed 2021-22 Tax Rate**

The Texas Property Tax Code, Section 26.05 (d), provides that a governing body may not adopt a tax rate that exceeds the lower of the voter approval rate or the no new revenue tax rate until the governing body has held a public hearing on the proposed tax rate and has otherwise complied with Section 26.06 and Section 26.065. The 2021-22 proposed budget is based on a tax rate of 75.6965 cents per \$100 of valuation, which exceeds the no new revenue tax rate of 72.0713 cents per

\$100 of value.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

PROPOSED TAX RATE	<u>\$.756965</u>	per \$100
NO-NEW-REVENUE TAX RATE	<u>\$.720713</u>	per \$100
VOTER-APPROVAL TAX RATE	<u>\$.774550</u>	per \$100

The no-new-revenue tax rate is the tax rate for the 2021-22 tax year that will raise the same amount of property tax revenue for the City of Garland from the same properties in both the 2020-21 tax year and the 2021-22 tax year.

The voter-approval tax rate is the highest tax rate that the City of Garland may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Garland is proposing to increase property tax revenue for the 2021-22 tax year.

A public hearing on the proposed tax rate will be held on September 14, 2021 at 200 N. Fifth Street, City Council Chambers, Garland, Texas.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Garland is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of the City of Garland at City Hall or by attending the public hearing mentioned above.

Your taxes owed under any of the tax rates mentioned above can be calculated as follows:

Property tax amount = tax rate x taxable value of your property / 100

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

14. Ordinance to Ratify the Property Tax Revenue

Chapter 26 of the Property Tax Code requires that if a municipality raises even \$1 more in revenue than the prior year, an ordinance must be passed recognizing the property tax revenue increase in the budget. This is called the Ratification Ordinance. The FY 2021-22 Budget will raise more total property taxes than last year's budget by \$8,151,701 or 6.32% and of that amount \$2,097,469 is tax revenue to be raised from new property added to the tax roll this year. An ordinance reflecting the ratification of the property tax revenue increase will be prepared for the Mayor's signature upon final vote and approval from the City Council.

15. Adoption of 2021-22 Budget

In accordance with the City Charter, the City Manager presented his recommended Budget for fiscal year 2021-22 to the City Council on August 3, 2021. Copies were made available for public inspection at the City libraries, at the City Secretary's Office, and on the City's website. Public Hearings were held on August 17, August 26, and September 13, 2021. An ordinance reflecting final decisions regarding the Budget for 2021-22 and revised budgets will be prepared for the Mayor's signature upon final direction from the City Council.

16. Adoption of 2021-22 Property Tax Rate

The City Council has considered an Ad Valorem Tax Rate of 75.6965 cents per \$100 of valuation for the fiscal year beginning October 1, 2021. All meetings, notices and public hearing requirements related to the adoption of the Tax Rate have been met in accordance with State law. Council is requested to consider an ordinance setting the Ad Valorem Tax Rate at 75.6965 cents per \$100 of valuation for 2021-22.

17. Rate and Fee Changes for 2021-22

In considering the 2021-22 Proposed Budget, the City Council reviewed the adjustments to existing rates and fees. Revenue estimates included in the 2021-22 Operating Budget are based on these actions. An ordinance will be prepared for the Mayor's signature once final direction has been given by the Council.

18. Hold public hearings on:

- a. Consider a Zoning request by CCM Engineering to construct 43 townhouses with an open space amenity. This property is located at 2126 Rowlett Road in District 3.**

Consideration of the application of CCM Engineering, requesting approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District to allow Single-Family Attached (SFA) (Townhouses) Uses. This property is located at 2126 Rowlett Road. (File Z 20-44, District 3)

- b. Consider a Detail Plan request by CCM Engineering to construct 43 townhouses with an open space amenity. This property is located at 2126 Rowlett Road in District 3.**

Consideration of the application of CCM Engineering, requesting approval of a Detail Plan for Single-Family Attached Homes (Townhouses). This property is located at 2126 Rowlett Road. (File Z 20-44, District 3)

- c. **Consider a Specific Use Provision request by Cody Dixon construct a 1,217 square-foot Guest House to be located behind the primary house. This property is located at 1176 Talley Road in District 1.**

Consideration of the application of Cody Dixon, requesting approval of a Specific Use Provision to allow a Guest House on a property zoned Agricultural (AG) District. This property is located at 1176 Talley Road. (File Z 21-13, District 1)

- d. **Consider a Site Plan request by Cody Dixon to construct a 1,217 square-foot Guest House to be located behind the primary house. This property is located at 1176 Talley Road in District 1.**

Consideration of the application of Cody Dixon, requesting approval of a Plan for a Guest House. This property is located at 1176 Talley Road. (File Z 21-13, District 1)

19. Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

Mayor Pro Tem Dylan Hedrick

- Susan Nye - Board of Adjustment
- Elizabeth Harling - Community Multicultural Commission
- Terri Chepregi - Library Board
- David Parrish - Parks and Recreation Board
- Michael Rose - Plan Commission
- Martha Melaku - Property Standards Board
- Charlotte Piercy - Senior Citizens Advisory Board

Council Member Robert Vera

- Bruce Astin - Board of Adjustment
- Mindy Le - Community Multicultural Commission
- DeAnne Driver - Cultural Arts Commission
- Patricia Hanson - Environmental and Community Advisory Board
- Dorothy McAllister - Library Board
- David Morehead - Parks and Recreation Board
- Douglas Williams - Plan Commission
- Caleb Ernst - Property Standards Board
- Hazel Blanton - Senior Citizens Advisory Board
- Carlos Porras - Tax Increment Finance #1 Downtown Board
- Cle D. Kimble - Tax Increment Finance #3 Board
- Jack "Rick" Wyatt. Jr. - Unified Building Standards Board

20. Citizen comments.

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

21. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Frontier FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.



GARLAND

City Council Regular Session Agenda

1.

Meeting Date: 09/14/2021

Item Title: Minutes August 17

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the August 17, 2021 Regular Meeting.

Attachments

Minutes August 17



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7 p.m. on Tuesday, August 17, pursuant to Section 551.045, by telephone or internet in Garland, Texas, with the following members present:

Present: Mayor Scott LeMay
Mayor Pro Tem Dylan Hedrick
Deputy Mayor Pro Tem B. J. Williams
Council Member Jeff Bass
Council Member Deborah Morris
Council Member Ed Moore
Council Member Robert Vera
Council Member Rich Aubin
Council Member Robert John Smith

Staff Present: City Manager Bryan Bradford
Deputy City Manager Mitch Bates
Assistant City Manager Judson Rex
Interim City Attorney Brian England
City Secretary Eloyce René Dowl

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Motion was made by Council Member Smith to approve the Consent Agenda as presented, seconded by Council Member Morris. Motion carried:

Vote: 9 - 0

1. **APPROVED** **Consider approval of the minutes of the August 3, 2021 Regular Meeting.**

2. **Consider approval of the following bids:**
 - a. **APPROVED** **Transportation Maintenance & Operations Facility Additional Design Services** **Bid No. 0698-20**

 MPI Architects **\$7,625.00**

 This request is to approve Change Order #2 for design services for the Transportation Maintenance & Operations Facility.

 - b. **APPROVED** **Downtown Infrastructure and Intersection Improvements** **Bid No. 1002-20**

 Hill & Wilkinson General Contractors \$219,920.00

 This request is for the purchase of reinforced concrete box materials in support of the storm drainage infrastructure improvements in Downtown along Fifth Street (between State and Main) and Main Street (between Fifth and Sixth).

 - c. **APPROVED** **ImageTrend - ePCR/FireRMS Software Suite** **Bid No. 1169-21**

 ImageTrend, Inc. \$156,816.00
 ImageTrend, Inc. 18,505.00
 TOTAL: \$175,321.00

This request is for the purchase of a centralized, web-based system that offers fire and prehospital emergency data collection and analysis, locations/occupancy/inspections, checklists, reporting and analytics in one enterprise solution.

- d. **APPROVED** **GP&L College to Jupiter 138kV Transmission Line Underbuild Engineering Services Agreement** **Bid No. 1113-21**

R-Delta Engineers **\$240,400.00**

This request is to obtain surveying and electrical and design engineering services to support the reconstruction of overhead distribution facilities as part of the GP&L College to Jupiter 138kV Transmission Line Reconstruction project.

- e. **APPROVED** **GP&L King Mountain to Queen BESS 345kV Transmission Line Construction Services** **Bid No. 0963-21**

Primoris T&D Services, LLC **\$653,993.64**
Optional Contingency **65,399.00**
TOTAL: **\$719,392.64**

This request is for the construction of the King Mountain to Queen BESS 345kV Transmission Line. An Optional Contingency is included for any additional work that may be required.

- f. **APPROVED** **Engineering Services for Star Crest Alleys Wastewater Mains & Paving Improvements** **Bid No. 1122-21**

Metropolitan Infrastructure, PLLC **\$415,876.35**

This request is to obtain professional engineering design services for the replacement of approximately 7,220 linear feet of 8" wastewater main, including manholes and service laterals and approximately 8,435 square yards of concrete paving for alleys.

- g. **APPROVED** **Kingsbridge Alley, Channel & Wastewater Mains Improvements** **Bid No. 1009-21**

Excel Trenching **\$3,020,893.00**
Optional Contingency **300,000.00**
TOTAL: **\$3,320,893.00**

This request is to provide construction services to replace approximately 5,705 linear feet of sanitary sewer at the Kingsbridge channel including four (4) adjacent concrete alleys. An Optional Contingency is included for any additional work that may be required.

h. APPROVED 2022 Unimproved Alley Group Bid No. 1149-21
Engineering Services Design

BW2 Engineers, Inc. \$211,550.00

This request is to obtain professional engineering services for the design of paving and wastewater improvements in various unimproved alleys located in Council Districts 2 and 5.

i. APPROVED Engineering Services for TMPA Keith Bid No. 0479-20
Switch to Steep Hollow 138kV
Transmission Line Rebuild

M&S Engineering, LLC \$159,000.00

This request is to approve Change Order #2 to Engineering Services Agreement COG002 to M&S Engineering, LLC.

j. APPROVED Sustainable Safety Processes Bid No. 0180-19

Caterpillar Global Services, LLC \$118,290.00

This request is to approve a Change Order for the continuation of the GP&L CAT safety process.

k. APPROVED Playground Replacment Program - Bid No. 1106-20
Package 2 Construction

Dean Construction \$1,214,360.00

This request is for site improvement construction for the seven (7) playgrounds in Package 2 of the Playground Replacement Program.

l. APPROVED GP&L Lookout Substation Static Bid No. 0445-21
VAR Design-Build Services

Hitachi ABB Power Grids, c/o JH \$16,594,744.00
Davidson & Associates, LLC

Optional Contingency 829,737.00

TOTAL: \$17,424,481.00

This request is for the design, procurement and construction of a Static VAR system at the Lookout Substation. An Optional Contingency is included for any additional services or materials that may be required.

m. APPROVED

Cyber Security Services

Bid No. 1160-21

Presidio Networked Solutions \$1,000,000.00

This request is for the implementation of a comprehensive enterprise security program based upon an industry standard cybersecurity framework and the recommendations from a Network Security Audit performed by the City's Internal Audit Department in 2019. This approval is for a Term Agreement with four optional renewals.

3.

A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.

a. APPROVED

Zoning File No. Z 21-15, Tewelde Abreham (District 6)

Ordinance No. 7244 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision amendment for Truck/Bus Storage on a property zoned Industrial (IN) district with a Specific Use Provision [S 18-43] for Truck/Bus Storage on a 3.421-acre tract of land located at 3877 Miller Park Drive; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4.

APPROVED

Ordinance No. 7245 amending Section 32.56, "Parking on Unimproved Surface and Excessive Driveways," Chapter 32, Article II; Section 32.55, "Miscellaneous Parking Violations - Civil Offense," Chapter 33, Article IV of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause; providing a penalty under the provisions of Section 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Severability Clause; and setting an effective date.

At the July 19, 2021 Work Session, Council considered an amendment to Section 32 and 33 of the Code of Ordinances providing that certain parking ordinances be inapplicable if violation of the ordinance is necessitated by City construction projects.

5.

APPROVED

Minute action approving two purchase agreements negotiated to date with the property owners in the aggregate amount of \$318,625.

Council has been briefed on previous occasions of the construction of a municipal fire complex in an area of east Garland commonly referred to

as "the Triangle." Since the approval of the 2019 Bond Program, Staff has been working with its consultants to acquire the necessary real property to construct the fire complex. Two purchase agreements have been successfully negotiated with property owners for the acquisition of real property needed to move forward with the project.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

6. APPOINTMENTS: Appointment of the Garland Housing Finance Corporation

At the August 16, 2021 Work Session, Council interviewed the candidates interested in being appointed as the City of Garland's representative to the Garland Housing Finance Corporation for a six-year term beginning August 17, 2021.

Council Member Aubin nominated Delores Elder-Jones for the Garland Housing Finance Corporation board, there were no other nominations.

A vote was cast with the following result:

Vote: 9 - 0

7. PUBLIC HEARING HELD: Hold a Public Hearing Regarding the 2021-22 Proposed Budget

Section 5, Article VIII, of the City Charter requires that a Public Hearing be held on the Proposed Budget for the coming fiscal year. At the Public Hearing, all interested persons shall be given an opportunity to be heard for or against any item contained in the Proposed Budget. The Proposed Budget for 2021-22 has been available for public inspection in the City libraries, in the City Secretary's Office, and on the City's website since August 4, 2021. A second Public Hearing on the Proposed Budget is scheduled for Thursday, August 26, 2021. A third Public Hearing on the Proposed Budget is scheduled for Tuesday, September 14, 2021.

Mayor LeMay opened the public hearing at 7:08 p.m. There were no speakers on this item.

8. PUBLIC HEARING HELD: Hold a Public Hearing on Proposed 2021-22 Tax Rate

The Texas Property Tax Code, Section 26.05 (d), provides that a governing body may not adopt a tax rate that exceeds the lower of the voter approval rate or the no new revenue tax rate until the governing body has held a public hearing on the proposed tax rate and has

otherwise complied with Section 26.06 and Section 26.065. The 2021-2022 proposed budget is based on a tax rate of \$0.756965 cents per every \$100 of valuation, which exceeds the no new revenue tax rate of \$0.720713 cents per \$100 of value.

Mayor LeMay opened the hearing at 7:09 p.m. for public comment. There were no speakers on this item.

9. Hold public hearings on:

- a. APPROVED Consider a Specific Use Provision request by Avalon Development and Kimley-Horn for a Drive-Through Restaurant/Coffee Shop. This property is located at 2128 North Jupiter Road in District 7.**

Consideration of the application of Avalon Development and Kimley-Horn, requesting approval of a Specific Use Provision for a Restaurant, Drive-Through on a property zoned Community Retail (CR) District. This property is located 2128 North Jupiter Road. (File Z 21-21, District 7)

- b. APPROVED Consider a Site Plan request by Avalon Development and Kimley-Horn for a Drive-Through Restaurant/Coffee Shop. This property is located at 2128 North Jupiter Road in District 7.**

Consideration of the application of Avalon Development and Kimley-Horn, requesting approval of a Plan for a Restaurant, Drive-Through on a property zoned Community Retail (CR) District. This property is located at 2128 North Jupiter Road. (File Z 21-21, District 7)

The staff report was presented by William Guerin, Director of Planning. Speaker on this item was Garrett Johnson, applicant.

There was Council discussion.

Motion was made by Mayor Pro Tem Hedrick to approve the application as presented, seconded by Council Member Moore. Motion carried:

Vote: 9 - 0

Items 9a and 9b were considered in one vote.

- c. APPROVED Consider a request by Randall T. Wilson to renew a Specific Use Provision (SUP) for an existing Recycling Salvage Yard for a time period of 25 years. This property is located at 1340 Hebron Drive in District 2.**

Consideration of the application of Randall T. Wilson, requesting approval of a Specific Use Provision extension for a Recycling Salvage Yard (Unlimited Outside Storage) on a property zoned

Industrial (IN) District. This property is located at 1340 Hebron Drive. (File Z 21-22, District 2)

The staff report was presented by William Guerin, Director of Planning. Speaker on this item was Randall T. Wilson, applicant.

There was Council discussion.

Motion was made by Council Member Morris to approve Items 9c and 9d as presented, seconded by Council Member Vera. Motion carried:

Vote: 9 - 0

d. APPROVED

Consider a Site Plan request by Randall T. Wilson for a Recycling Salvage Yard. This property is located at 1340 Hebron Drive in District 2.

Consideration of the application of Randall T. Wilson, requesting approval of a Plan for a Recycling Salvage Yard (Unlimited Outside Storage) on a property zoned Industrial (IN) District. This property is located at 1340 Hebron Drive. (File Z 21-22, District 2)

10.

Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

Council Member Bass presented his nominations as follows:

Council Member Jeff Bass

- James VanDyke - Board of Adjustment
- Merrill Balanciere - Community Multicultural Commission
- Justice Dickson - Cultural Arts Commission
- James Dobbins - Environmental Community Advisory Board
- Charles Msewe - Library Board
- Ed Seghers - Parks and Recreation Board
- Scott Roberts - Plan Commission
- Eric Scholl - Property Standards Board
- Dominic Arzon - Tax Increment Finance #1 Downtown Board
- William "Bill" Swisher - Tax Increment Finance #2 South Board
- Rich Resser - Tax Increment Finance #3 Board
- Aaron Miller - Unified Building Standards Board

A vote was cast to appoint the nominees, with the following result:

Vote: 9 - 0

11.

Citizen comments: Joshua Garcia

12.

Adjourn: There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 7:41 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 09/14/2021

Item Title: Heavy-Duty Rescue Truck

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 1208-21

Purchase Justification:

This request is for the replacement purchase of a heavy-duty rescue truck to be utilized by the Garland Fire Department.

Evaluation:

The heavy-duty rescue truck is available from Siddons-Martin Emergency Group through the HGAC Purchasing Cooperative Contract FS12-19.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Siddons-Martin Emergency Group	All	\$1,152,374.00
TOTAL:		\$1,152,374.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 45668

Fiscal Impact

Total Project/Account: \$1,599,371
Expended/Encumbered to Date: 0
Balance: \$1,599,371
This Item: 1,152,374
Proposed Balance: \$446,997
Account #: 691-1399-1205821-9009
Fund/Dept/Project – Description and Comments:

Public Safety CIP / Replace Fire Apparatus Program
Replacement of a heavy rescue vehicle - Unit #130-059

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 158

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/30/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 09/14/2021

Item Title: Engineering Services for Lavon Pump Station Backup Generator Project

Submitted By: Wes Kucera, Managing Director

Bid Number: 1168-21

Purchase Justification:

This request is to obtain Professional Engineering Services for installation of a generator at the Lavon Pump Station. An Optional Contingency is included for any additional services that may be required.

Evaluation:

Gupta & Associates, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19 based on previous experience on Wallace Pump Station Backup Generator Replacement.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Gupta & Associates, Inc.	All	\$300,174.00
Optional Contingency		25,000.00
TOTAL:		\$325,174.00

Basis for Award: Most Qualified

Purchase Requisition #: 45795

Fiscal Impact

Total Project/Account:	\$3,620,000
Expended/Encumbered to Date:	2,021,711
Balance:	\$1,598,289
This Item:	325,174
Proposed Balance:	\$1,273,115
Account #:	225-4049-3023700-7101

Fund/Dept/Project – Description and Comments:Water CIP Fund / Water Pump Station Emergency Generators

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 247

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 09/14/2021

Item Title: Ambulances

Submitted By: Terry Anglin, Fleet Services Director

Bid Number: 1215-21

Purchase Justification:

This request is to purchase four (4) replacement ambulances to be used by the Garland Fire Department.

Evaluation:

The ambulances are available from Mac Haik Dodge Chrysler Jeep through the Houston Galveston Area Council (HGAC) Purchasing Cooperative Contract AM10-20.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Mac Haik Dodge Chrysler Jeep	All	\$1,107,516.00
TOTAL:		\$1,107,516.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 45813

Fiscal Impact

Total Project/Account: \$3,010,619
Expended/Encumbered to Date: 983,727
Balance: \$2,026,892
This Item: 1,107,516
Proposed Balance: \$919,376
Account #: 691-1399-1210721-9009
Fund/Dept/Project – Description and Comments:

Public Safety CIP / Ambulance Replacement Program

Replacement of four ambulances - Units #130-0805, #130-0808, #130-0810, and #130-0811.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 162

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/30/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 09/14/2021

Item Title: Infinity CIS Implementation

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 0463-17

Purchase Justification:

This request is to approve a Change Order for the implementation of the Infinity Customer Information System (CIS) used by Customer Service and Sanitation. The Change Order is necessary due to the accumulation of six (6) Scope of Work Changes, both expenses and credits, over the life of the project. The net effect to the original project estimate is represented by this request, and contingency funds were anticipated and included in the project budget to cover such additional expenditures.

Evaluation:

Advanced Utility Systems was awarded the original PO 26734 in the amount of \$3,833,795 at the January 9, 2018, City Council meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Advanced Utility Systems	All	\$120,289.97
TOTAL:		\$120,289.97

Basis for Award: Change Order

Purchase Requisition #: 45823

Fiscal Impact	
Total Project/Account:	\$5,029,256
Expended/Encumbered to Date:	4,605,789
Balance:	\$423,467
This Item:	120,290
Proposed Balance:	\$303,177
Account #:	415-4599-2333516-9029 & 411-4514-7121

Fund/Dept/Project – Description and Comments:

IT Project Fund / CIS Implementation	\$ 68,984
Information Technology Fund / Operations	51,306

	TOTAL	\$120,290
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Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Pages 313 & 317

Budget Director Approval: Allyson Bell Steadman Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 09/14/2021

Item Title: Duck Creek Pipeline Rehabilitation, Phase I

Submitted By: Wes Kucera, Managing Director

Bid Number: 0969-20

Purchase Justification:

This request is to approve a Change Order for the Duck Creek Pipeline Rehabilitation, Phase I. The Change Order is necessary for the replacement of additional grass and soil depression repair due to frequent rain events and the use of heavy equipment traversing across the golf course.

Evaluation:

Insituform Technologies, LLC, was awarded the original PO 30428 in the amount of \$1,999,980.50 at the July 07, 2020, City Council meeting.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Insituform Technologies, LLC	All	\$65,655.50
TOTAL:		\$65,655.50

Basis for Award: Change Order

Purchase Requisition #: 45838

Fiscal Impact

Total Project/Account:	\$3,660,000
Expended/Encumbered to Date:	3,570,545
Balance:	\$89,455
This Item:	65,656
Proposed Balance:	\$23,799
Account #:	230-4149-3218300-7111

Fund/Dept/Project – Description and Comments:

Wastewater CIP Fund / Duck Creek Interceptor Rehab

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 266

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. f.

Meeting Date: 09/14/2021

Item Title: GP&L ETC Odorant System Project Management

Submitted By: Dan Bailey, Energy Services Director

Bid Number: 1244-21

Purchase Justification:

This request is to obtain Construction Engineering and Construction Management Services related to the Garland Power & Light ETC Odorant System Installation project. Services will include the development of preliminary construction schedules, cost estimates, and assistance with the bid and bid evaluation process. A full-time onsite construction manager will be provided for the duration of construction. This is part of the approved ETC Odorant System CIP project.

Evaluation:

Pond & Company was selected as the Most Qualified firm for this project from RFQ 0753-19. Pond was chosen because of their expertise in utility gas and infrastructure systems as well as their experience in engineering design and construction management. Pond is also well-versed in compliance and regulatory requirements which are ultimately the drivers behind this project.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Pond & Company	All	\$186,017.00
		TOTAL:	\$186,017.00

Basis for Award: Most Qualified

Purchase Requisition #: 45878

Fiscal Impact

Total Project/Account: \$647,602
Expended/Encumbered to Date: 450,028
Balance: \$197,574
This Item: 186,017

Proposed Balance: \$11,557
Account #: 215-3449-3161201-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Production Program

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 288

Budget Director Approval: Allyson Bell Steadman Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 08/30/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. g.

Meeting Date: 09/14/2021

Item Title: iNovah System Update for Customer Service P.A.I.D. Program

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 0612-20

Purchase Justification:

This request is to approve a Change Order to add functionality to the iNovah payment processing system that will allow integration in support of the City's P.A.I.D. Program. This update will reduce the time needed to process payments and alleviate errors associated with manual payment processing.

Evaluation:

System Innovators, Inc., was awarded the original PO 29913 in the amount of \$32,600.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
System Innovators, Inc.	All	\$14,400.00
TOTAL:		\$14,400.00

Basis for Award: Change Order

Purchase Requisition #: 45832

Fiscal Impact

Total Project/Account: \$4,977,950
Expended/Encumbered to Date: 4,591,389
Balance: \$386,561
This Item: 14,400
Proposed Balance: \$372,161
Account #: 415-4599-2333516-9029
Fund/Dept/Project – Description and Comments:

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Page 317

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/30/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. h.

Meeting Date: 09/14/2021

Item Title: GP&L Olinger Plant Relay Replacement Engineering Services

Submitted By: Dan Bailey, Energy Services Director

Bid Number: 1238-21

Purchase Justification:

This request is to obtain Protection and Design Engineering Services required to replace the generator, main auxiliary and step-up transformer protection relays for the GP&L Olinger Plant Generating Units 2 and 3. Engineer will also provide: review and construction drawings; relay settings for all new relays; NERC compliance reports for PRC-019, PRC-025, & PRC-024; and support during installation and commissioning. This is part of the approved Olinger Generator Protection Relay Upgrade CIP project.

Evaluation:

SynchroGrid Limited, LLC, was selected as the Most Qualified firm for this project from RFQ 0753-19. With the enhanced focus on NERC/TRE compliance by all ERCOT generators, SynchroGrid was selected based on their extensive background with electrical design and analysis as it pertains to NERC.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
SynchroGrid Limited, LLC	All	\$120,000.00
TOTAL:		\$120,000.00

Basis for Award: Most Qualified

Purchase Requisition #: 45876

Fiscal Impact

Total Project/Account: \$136,000

Expended/Encumbered to Date: 0

Balance: \$136,000
This Item: 120,000
Proposed Balance: \$16,000
Account #: 215-3449-3160501-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / Production

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 288

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/30/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. i.

Meeting Date: 09/14/2021

Item Title: TMPA 345/138kV Gibbons Creek Switchyard Phase II Plant Disconnection Engineering Services

Submitted By: Steve Martin, Transmission Director

Bid Number: 1209-21

Purchase Justification:

This request is to obtain electrical design engineering services to support the second stage of modifications at the TMPA Gibbons Creek Switchyard as a result of the sale of the adjacent power plant. Black & Veatch will provide design engineering services to facilitate the relocation of the Transformer #3 terminal, retirement of 345kV equipment, relay protection modifications, lightning shield study and an update of the Spill Prevention Control and Countermeasures plan for this site. Black & Veatch will also provide a detail design to include revised drawings and provide engineering support during construction. This is part of the approved TMPA Gibbons Creek Decommission Transmission CIP project and will be reimbursed at 100%.

Evaluation:

Black & Veatch was selected as the Most Qualified firm for this project from RFQ 0753-19. This is a continuation of the Phase I services completed by Black & Veatch for this project.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Black & Veatch	All	\$456,966.00
TOTAL:		\$456,966.00

Basis for Award: Most Qualified

Purchase Requisition #: 45764

Fiscal Impact

Total Project/Account: \$841,966

Expended/Encumbered to Date: 335,910

Balance: \$506,056
This Item: 456,966
Proposed Balance: \$49,090
Account #: 215-3542-3127201-7111

Fund/Dept/Project – Description and Comments:

Electric CIP / TMPA Transmission Lines Program

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 284

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. j.

Meeting Date: 09/14/2021

Item Title: 2019 Bond Program Management Additional Services

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0722-19

Purchase Justification:

This request is to approve a Change Order for additional program management services for the 2019 Bond Program. The additional services include performance of design reviews and other tasks to support the Engineering Department.

Evaluation:

AECOM was awarded the original PO 29289 in the amount of \$12,998,000 at the September 17, 2019, City Council Meeting.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	AECOM	All	\$948,000.00
		TOTAL:	\$948,000.00

Basis for Award: Change Order

Purchase Requisition #: 45857

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$948,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Expenses will be charged to 2019 Bond Program capital projects as incurred. The annual Capital Improvement Program will include an allocation of Bond Program Management costs across applicable projects.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: N/A

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. k.

Meeting Date: 09/14/2021

Item Title: EMS Supplies and Medications

Submitted By: Mark Lee, Fire Chief

Bid Number: 1270-21

Purchase Justification:

This request is for the purchase of EMS Pharmaceuticals and Medical Supplies for the Garland Fire Department. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

The EMS Pharmaceuticals and Medical Supplies are being provided by Bound Tree Medical, LLC, through an Interlocal Agreement with City of Richardson Contract 28-20.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Bound Tree Medical, LLC	All	\$369,872.44
TOTAL:		\$369,872.44

Basis for Award: Interlocal Agreement

Purchase Requisition #: 45919

Fiscal Impact

Total Project/Account:	N/A
Expended/Encumbered to Date:	N/A
Balance:	N/A
This Item:	\$369,872
Proposed Balance:	N/A
Account #:	451-6999
Fund/Dept/Project – Description and Comments:	

Term Contract sets price but does not commit funds. Expenses will be charged to FY 2021-22 Fire Operations accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Proposed Oper. Budget - Page 64

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 08/31/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. I.

Meeting Date: 09/14/2021

Item Title: Engineering Services for Concession and Restroom Buildings at Various Park Sites

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 1271-21

Purchase Justification:

This request is to obtain professional engineering, land surveying and landscape architecture services for the infrastructure to support restroom and concession buildings at various park sites. The sites include Bradfield Park, Central Park Football and Baseball fields, Holford Park, Audubon Park and Downtown. This project is part of the 2019 Bond Program and approved in the 2021 CIP.

Evaluation:

Pacheco Koch Consulting Engineers, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19 based on their experience with projects of similar scope and their ability to perform the work required under this agreement.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Pacheco Koch Consulting Engineers, Inc.	All	\$286,910.00
TOTAL:		\$286,910.00

Basis for Award: Most Qualified

Purchase Requisition #: 45904

Fiscal Impact

Total Project/Account:	\$2,992,200
Expended/Encumbered to Date:	2,968,101
Balance:	\$24,099
This Item:	286,910
Proposed Balance:	\$(262,811)*
Account #:	Various

Fund/Dept/Project – Description and Comments:

Park CIP / Sports Field/Park Renovation Program	654-1429-1843019-710120	\$111,560
Park CIP / Bradfield Park Concession/Restrooms	654-1429-1843219-710120	36,000

Park CIP / Central Park Concession/Restrooms	654-1429-1843819-710120	57,250
Park CIP / Holford Park Concession/Restrooms	654-1429-1843419-710120	21,500
Park CIP / Audubon Concession/Restrooms	654-1429-1843119-710120	32,500
TIF #1 Fund / Downtown Improvements	952-1184-7111	28,100
	TOTAL	\$286,910

* This program will continue into 2022. Additional 2019 Bond funding in the amount of \$2,198,000 will be included for this program in the 2022 CIP.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
CIP

Fiscal Year: 2020-21

Document Location: Oper. Budget - Page 196 & CIP - Page 85

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 08/31/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. m.

Meeting Date: 09/14/2021

Item Title: Transportation Maintenance & Operations Facility Renovation Construction

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0469-21

Purchase Justification:

This request is to approve a Change Order for the Transportation Maintenance & Operations Facility renovation construction services. This change is for unforeseen utility work for water and sanitary sewer lines serving the facility. This project is part of the 2019 Bond Program and was approved in the 2021 CIP.

Evaluation:

Hill & Wilkinson was awarded the original PO 31752 in the amount of \$1,506,434 at the April 20, 2021, City Council Meeting.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Hill & Wilkinson	All	\$77,527.00
		TOTAL:	\$77,527.00

Basis for Award: Change Order

Purchase Requisition #: 45905

Fiscal Impact

Total Project/Account:	\$2,500,000
Expended/Encumbered to Date:	2,136,133
Balance:	\$363,867
This Item:	77,527
Proposed Balance:	\$286,340
Account #:	657-1429-1610619-9002

Fund/Dept/Project – Description and Comments:

Facilities & Misc. Tax Supported CIP / Transportation Maintenance and Operations Facility Renovation

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 192

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. n.

Meeting Date: 09/14/2021

Item Title: Data Center Infrastructure Replacement

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 1268-21

Purchase Justification:

This request is for the purchase of hardware and software for the data center storage infrastructure replacement.

Evaluation:

The hardware and software are being provided by Unique Digital Technology, Inc., through the Texas Department of Information Resources Cooperative Purchasing Contract DIR-TSO-4299.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Unique Digital Technology, Inc.	All	\$459,998.84
TOTAL:		\$459,998.84

Basis for Award: Cooperative Purchase

Purchase Requisition #: 45937

Fiscal Impact

Total Project/Account: \$2,107,015
Expended/Encumbered to Date: 1,106,118
Balance: \$1,000,897
This Item: 459,999
Proposed Balance: \$540,898
Account #: 413-1211-9029, 413-2501-9029, 413-4511-9029, 411-4511-7101, & 411-4552-6011

Fund/Dept/Project – Description and Comments:

IT Replacement Fund / Police	\$ 95,154
IT Replacement Fund / Library	8,000
IT Replacement Fund / Information Services	253,154
Information Technology Fund / Operations	103,691
Total	\$459,999

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Pages 313 & 319

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/31/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. o.

Meeting Date: 09/14/2021

Item Title: TMPA Ben Davis to Royse 138kV Transmission Steel Structures

Submitted By: Steve Martin, Transmission Director

Bid Number: 1138-21

Purchase Justification:

This request is for the purchase of two (2) 170' 2-pole galvanized steel structures and anchor bolt cages to be used for the TMPA Ben Davis to Royse 345kV Tower 2/5 replacement. This is part of the approved TMPA Ben Davis-Royse 345kV Transmission Line Tower Replacement CIP project and will be reimbursed at 100%. An Optional Contingency is included for any additional materials that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated. The apparent low bidder, Grid Structures, did not include the required design calculations and is, therefore, considered nonresponsive. Texas Electric Cooperatives is the Lowest Responsible Bidder meeting all requirements of the specifications.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Texas Electric Cooperatives	All	\$305,622.00
Optional Contingency		30,562.20
TOTAL:		\$336,184.20

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 45732

Fiscal Impact

Total Project/Account: \$2,200,000
Expended/Encumbered to Date: 210,807
Balance: \$1,989,193

This Item: 336,184
Proposed Balance: \$1,653,009
Account #: 215-3542-3127701-6051
Fund/Dept/Project – Description and Comments:
Electric CIP / TMPA Transmission Lines Program

Attachments

Bid Recap 1 of 2
Bid Recap 2 of 2

Fiscal Reference:
Budget Type: CIP
Fiscal Year: 2021
Document Location: Page 284

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 09/02/2021
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 09/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. p.

Meeting Date: 09/14/2021

Item Title: Rowlett Creek Wastewater Treatment Plant Polymer

Submitted By: Wes Kucera, Managing Director

Bid Number: 1261-21

Purchase Justification:

This request is to purchase Clarifloc C-6266 polymer to be used at the Rowlett Creek Wastewater Treatment Plant. The polymer is used as a conditioner to aid in the dewatering of the biosolids and to increase the operational efficiency of the centrifuge process. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

Polydyne, Inc., is the Sole Source provider of Clarifloc C-6266 polymer.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Polydyne, Inc.	All	\$636,000.00
TOTAL:		\$636,000.00

Basis for Award: Sole Source

Purchase Requisition #: 45928

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$636,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to Rowlett Creek Wastewater Treatment Plant accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Page 248

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/31/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. q.

Meeting Date: 09/14/2021

Item Title: Garland Water Utilities SCADA Master Plan

Submitted By: Wes Kucera, Managing Director

Bid Number: 1269-21

Purchase Justification:

This request is to obtain Professional Engineering Services for the development of a Supervisory Control and Data Acquisition (SCADA) Master Plan for the Wastewater Treatment and the Water Distribution/Wastewater Collections SCADA Systems. This plan will provide a complete assessment and evaluation and will include recommendations for enhancements and upgrades/replacement/integration of the existing systems. An Optional Contingency is included for unforeseen additional services that may be required.

Evaluation:

Gupta & Associates, Inc., was selected as the Most Qualified firm for this project from RFQ 0767-18 based on the published evaluation criteria.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Gupta & Associates, Inc.	All	\$560,844.90
Optional Contingency		39,100.00
TOTAL:		\$599,944.90

Basis for Award: Most Qualified

Purchase Requisition #: 45939

Fiscal Impact

Total Project/Account: \$13,711,019
Expended/Encumbered to Date: 7,253,368
Balance: \$6,457,651
This Item: 599,945

Proposed Balance: \$5,857,706

Account #: 221-4022-7101, 231-4124-7101, & 231-4211-7101

Fund/Dept/Project – Description and Comments:

Wastewater Utility Fund / Operations	\$400,000
Water Utility Fund / Operations	199,945
TOTAL	\$599,945

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Pages 240, 246, & 248

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/31/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. r.

Meeting Date: 09/14/2021

Item Title: 2018 Paving, Water and Sanitary Sewer Project, Phase II

Submitted By: Steve Oliver, Streets Director

Bid Number: 0947-20

Purchase Justification:

This request is to approve a Change Order for the 2018 Paving, Water and Sanitary Sewer Project, Phase II. This Change Order adds removing and replacing an additional 350 feet of sanitary sewer main and street pavement on Avalon Drive, an additional 150 feet of street pavement on Branch Hollow Drive adjacent to Middle Glen Drive, and construction of additional pavement at the Carroll Drive/Lamesa Drive intersection.

Evaluation:

XIT Paving & Construction, Inc., was awarded the original PO 30572 in the amount of \$2,671,713 at the August 8, 2020, City Council meeting.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
XIT Paving & Construction, Inc.	All	\$169,054.23
TOTAL:		\$169,054.23

Basis for Award: Change Order

Purchase Requisition #: 30572

Fiscal Impact

Total Project/Account:	\$31,602,243
Expended/Encumbered to Date:	31,090,540
Balance:	\$511,703
This Item:	169,054
Proposed Balance:	\$342,649

Account #:

831-4693-7111

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Oper. Budget - Page 211

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/19/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. s.

Meeting Date: 09/14/2021

Item Title: 2021 Garland Alley Reconstruction Project

Submitted By: Steve Oliver, Streets Director

Bid Number: 0958-21

Purchase Justification:

This request is for the 2021 Garland Alley Reconstruction Project. This project consists of reconstructing thirteen (13) alleys located in Council Districts 2, 4 and 6 and includes approximately 17,000 SY of concrete paving and all incidentals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Thirteen (13) bids were received and evaluated with Cam-Crete Contracting, Inc., submitting the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Cam-Crete Contracting, Inc.	All	\$2,088,766.00
TOTAL:		\$2,088,766.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 45529

Fiscal Impact

Total Project/Account: \$23,428,127*

Expended/Encumbered to Date: 0

Balance: \$23,428,127

This Item: 2,088,766

Proposed Balance: \$21,339,361

Account #: 861-4693-7111

Fund/Dept/Project – Description and Comments:

Infrastructure Repair & Replacement Fund / Street Construction

*Funds will be committed, but not spent, prior to the start of the 2021-22 Fiscal Year. This project is funded through the FY 2021-22 Operating Budget but brought to City Council now due to timing.

Attachments

Bid Recap 1 of 3
Bid Recap 2 of 3
Bid Recap 3 of 3
2021 Alley Program - Alley 1
2021 Alley Program - Alleys 2 - 10
2021 Alley Program - Alleys 11 - 13

Fiscal Reference:

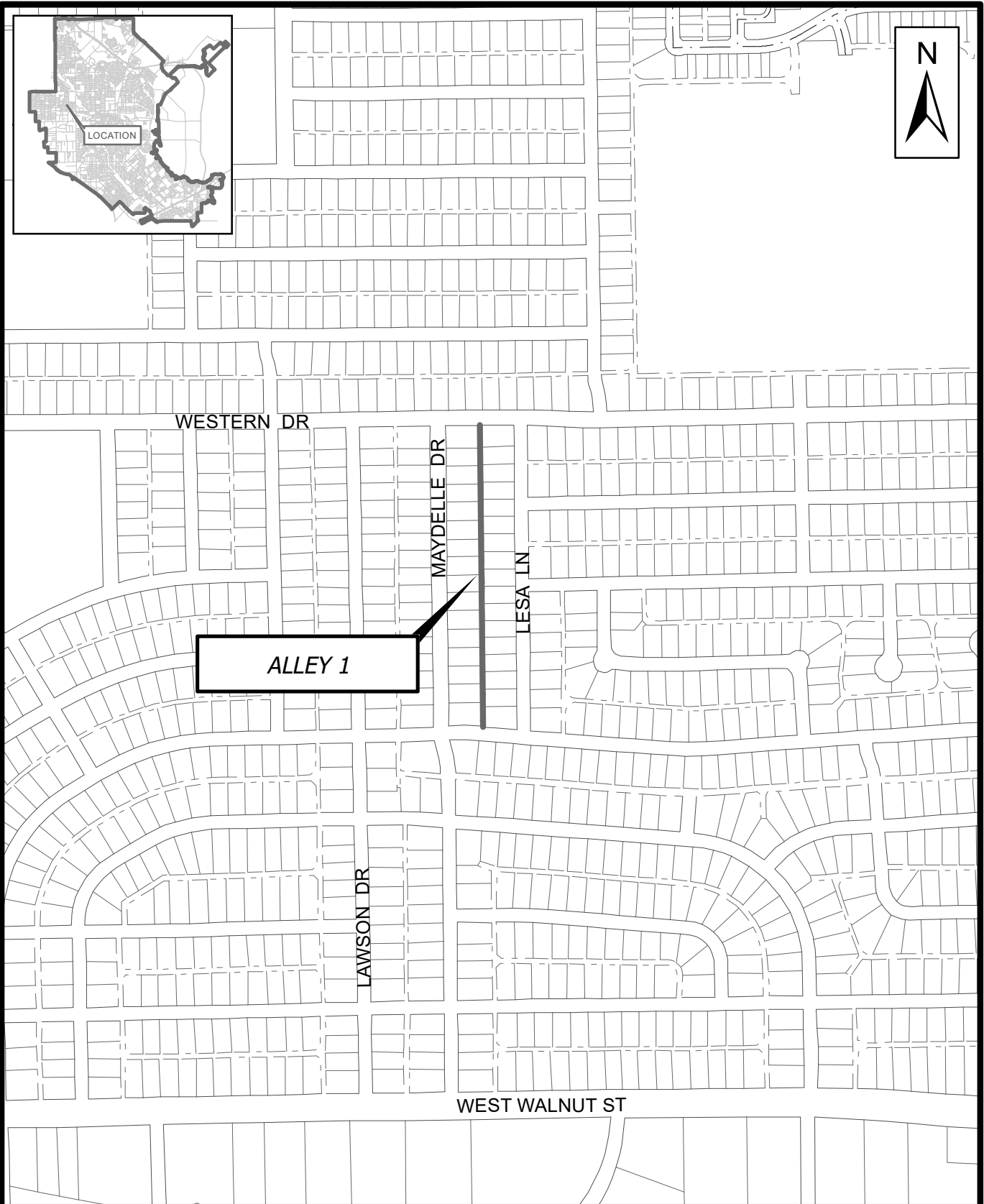
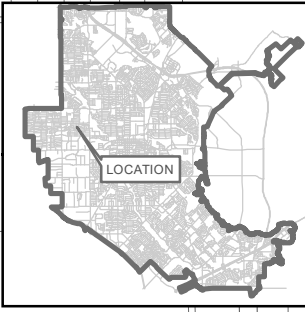
Budget Type: Operating Budget

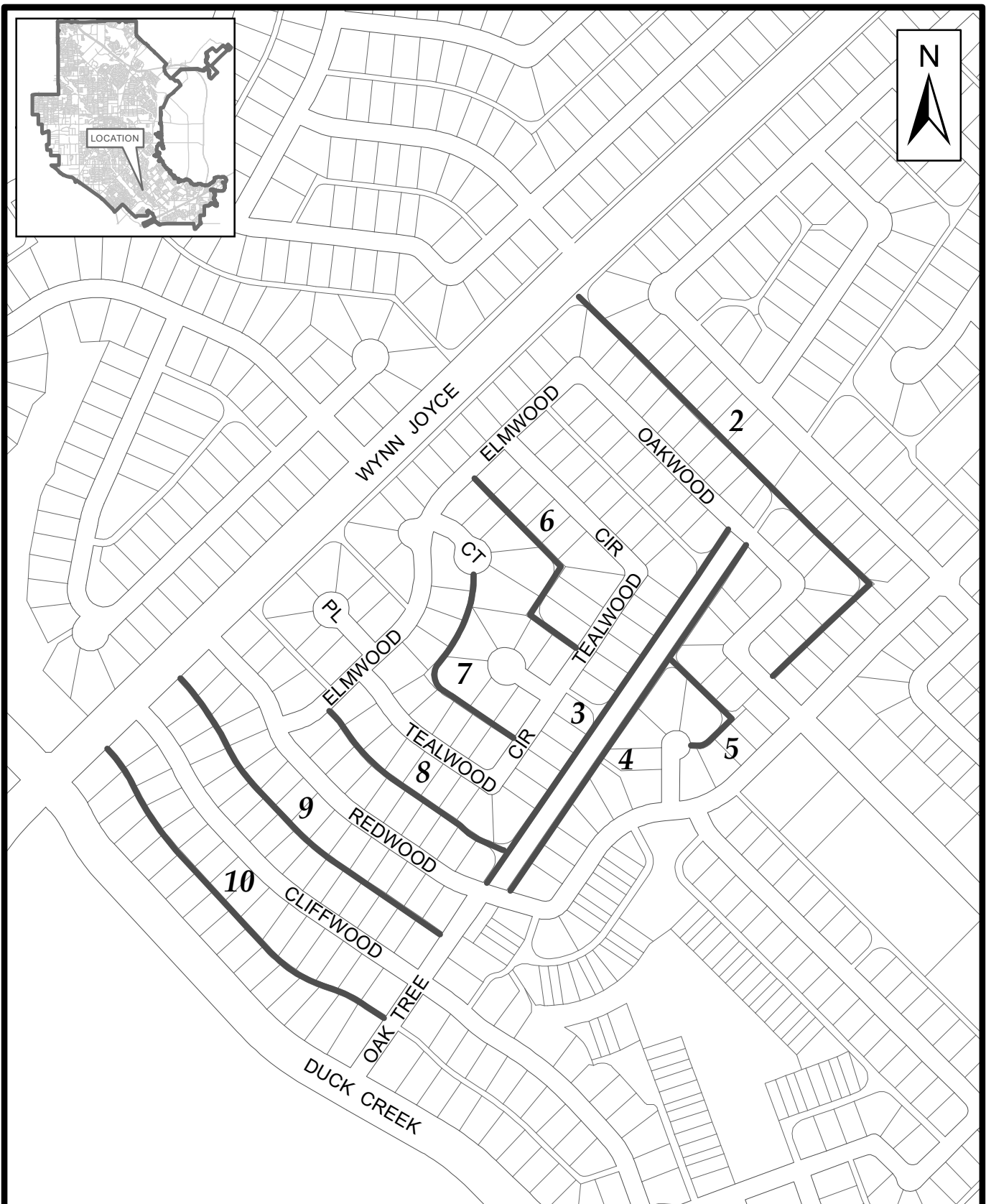
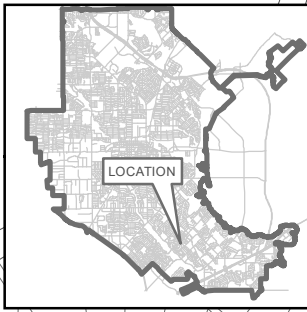
Fiscal Year: 2021-22

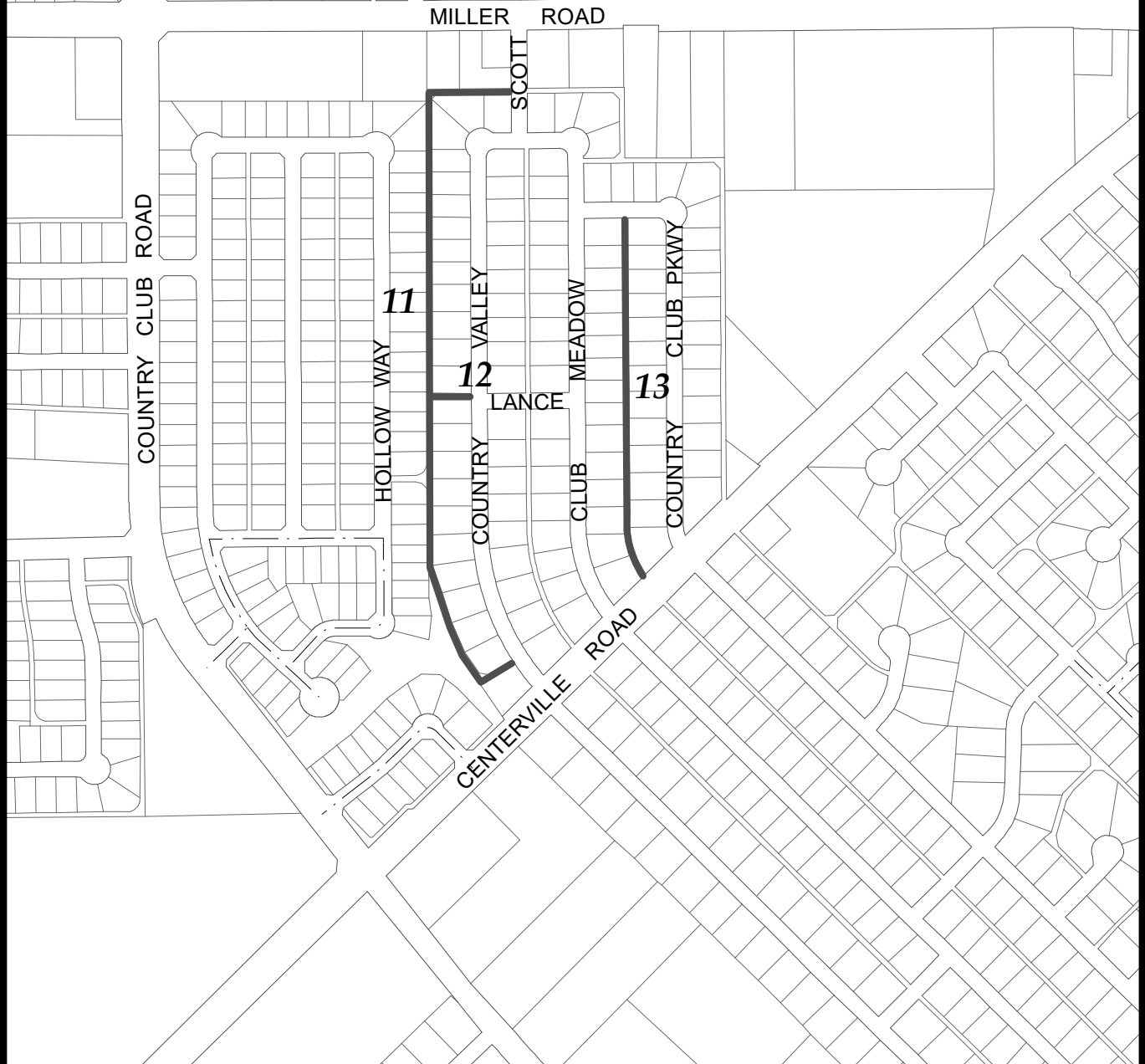
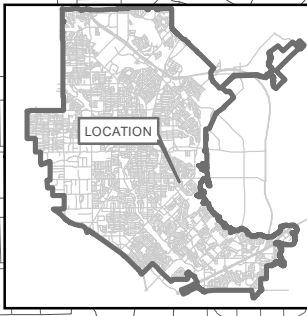
Document Location: Proposed Budget - Page 216

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 08/31/2021









**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. t.

Meeting Date: 09/14/2021

Item Title: Railroad Crossing Evaluation Project

Submitted By: Steve Oliver, Streets Director

Bid Number: 1212-21

Purchase Justification:

This request is to obtain professional engineering services for the fifty-one (51) railroad crossings located at several major thoroughfares/collectors throughout the city. Staff is currently addressing repairs to eight (8) existing crossings while various engineering projects could impact four (4) additional crossings. The railroad tracks belong to either the Kansas City Southern Railway Company or the Dallas, Garland & Northeastern Railroad, Inc. Each crossing improvement requires approval from the respective railroad company prior to any construction. The railroad company will direct the removal/replacement of the railroad tracks and concrete panels at some crossings in conjunction with the removal/replacement of the existing concrete approaches by the City.

Staff desires to evaluate the remaining thirty-nine (39) railroad crossings so that priority rankings and repair cost estimates can be assigned to each crossing. This information will be used to create a Repair/Replacement Program for the City's railroad crossings.

Evaluation:

R-Delta Engineering, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
R-Delta Engineering, Inc.	All	\$136,500.00
TOTAL:		\$136,500.00

Basis for Award: Most Qualified

Purchase Requisition #: 45853

Fiscal Impact

Total Project/Account:	\$900,000
Expended/Encumbered to Date:	656,777
Balance:	\$243,223
This Item:	136,500
Proposed Balance:	\$106,723
Account #:	624-1799-1557904-7101

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: CIP - Page 121

Budget Director Approval: Allyson Bell Steadman

Approval Date: 08/31/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 08/30/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. u.

Meeting Date: 09/14/2021

Item Title: 2021 Term Contract for Miscellaneous Arterial Repair Project

Submitted By: Steve Oliver, Streets Director

Bid Number: 0959-21

Purchase Justification:

This request is to provide concrete repairs for arterial roadways throughout the city. There are several arterial roadways with temporary asphalt repairs that are in need of permanent concrete repair. There are also areas of concrete pavement showing signs of deterioration that, if not addressed in a timely manner, will cause continual pavement failures. Initially, this project will be used to complete pavement repairs on Shiloh Road, Duck Creek Drive, and Oates Road. Dallas County has agreed to participate with the City on a 50/50 cost share basis for those repairs. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated with Jerusalem Corporation submitting the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Jerusalem Corporation	All	\$2,000,000.00
TOTAL:		\$2,000,000.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 45482

Fiscal Impact

Total Project/Account: N/A

Expended/Encumbered to Date: N/A

Balance: N/A

This Item: \$2,000,000

Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the FY 2021-22 Infrastructure Repair & Replacement Fund operating accounts as incurred.

Attachments

Bid Recap 1 of 2

Bid Recap 2 of 2

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2021-22

Document Location: Proposed Budget - Page 216

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb Approval Date: 08/31/2021

[illegible]



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. v.

Meeting Date: 09/14/2021

Item Title: Design Services for Bridge Repair to the One Eleven Ranch Park Bridge Over Rowlett Creek

Submitted By: Michael Polocek, Engineering Director

Bid Number: 6076-16

Purchase Justification:

This request is to approve a Change Order for additional engineering design services for bridge repairs over Rowlett Creek at One Eleven Ranch Park Bridge. This bridge incurred substantial damages caused by heavy rains and flooding events in late spring 2021 and is now in need of repair. A location map is attached for reference.

Evaluation:

Binkley & Barfield, Inc., was awarded the original PO 23831 in the amount of \$203,000 at the December 15, 2015, City Council Meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Binkley & Barfield, Inc.	All	\$24,000.00
TOTAL:		\$24,000.00

Basis for Award: Change Order

Purchase Requisition #: 45847

Fiscal Impact

Total Project/Account:	\$8,712,314
Expended/Encumbered to Date:	5,302,221
Balance:	\$3,410,093
This Item:	24,000
Proposed Balance:	\$3,386,093

Account #: 692-1409-1424807-7101

Fund/Dept/Project – Description and Comments:

Drainage CIP / Bridge and Drainage Infrastructure Remediation

Attachments

Bid Recap

Bridge Repair Location Map

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

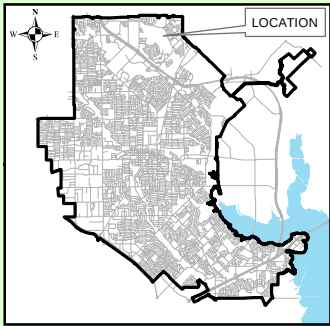
Document Location: Page 129

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021



**FIREWHEEL
GOLF
PARK**

**PROPOSED
BRIDGE REPAIR**

ROWLETT CREEK

**ONE
ELEVEN
RANCH**

FLANIGAN

BRAND

**FIREWHEEL
GOLF
PARK**



**BRINSAP BRIDGE REPAIRS FOR
CHANGE ORDER NO. 3**

Scale: NTS
Date: 8/25/2021
Drawn: JW

File: BrinsapChange3.mxd

Sheet
1
of
1



Not to Scale



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. w.

Meeting Date: 09/14/2021

Item Title: Highway 66 Turn Lane Construction

Submitted By: Rick Galceran, Capital Project Management Director

Bid Number: 0492-20

Purchase Justification:

This request is for the construction of a turn lane and entrance drive adjacent to the new Animal Shelter & Adoption Facility and future Tuckerville Park. This project is part of the 2004 and 2019 Bond Programs and approved in the 2021 CIP.

Evaluation:

Hill & Wilkinson General Contractors was awarded PO 31120 for site construction at the November 11, 2020, City Council Meeting in the amount of \$1,330,796. They were awarded PO 31411 for the remaining facility construction at the January 12, 2021, City Council Meeting in the amount of \$11,117,990.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Hill & Wilkinson General Contractors	All	\$553,885.00
TOTAL:		\$553,885.00

Basis for Award: Change Order

Purchase Requisition #: 45903

Fiscal Impact

Total Project/Account:	\$400,000
Expended/Encumbered to Date:	90,583
Balance:	\$309,417
This Item:	553,885
Proposed Balance:	\$(244,468)*

Account #: 624-1429-1452604-9011

Fund/Dept/Project – Description and Comments:

Street/Transportation Tax Supported CIP / Operational & Safety Improvements

* A CIP Budget Amendment has been submitted to appropriate additional funds in the Operational and Safety Improvements CIP program in 2021.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Page 116

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/03/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/02/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. x.

Meeting Date: 09/14/2021

Item Title: Change Order for Construction Materials

Submitted By: Steve Oliver, Streets Director

Bid Number: 1079-19

Purchase Justification:

This request is to approve a Change Order to our Term Agreement for the purchase of reinforcing steel and other miscellaneous materials used in the construction of concrete streets and alleys. The Change Order is necessary due to increases in raw materials as reflected in the Producer Price Index (PPI).

Evaluation:

Barnsco, Inc., was awarded BL 07758 in the amount of \$298,750.82 at the September 3, 2019, City Council Meeting.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Barnsco, Inc.	All	\$65,529.62
		TOTAL:	\$65,529.62

Basis for Award: Change Order

Purchase Requisition #: 45602

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$65,530
Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term contract sets price but does not commit funds. Expenses will be charged to Infrastructure Repair & Replacement Fund operations accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Page 211

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. y.

Meeting Date: 09/14/2021

Item Title: Change Order for Ready Mix Concrete

Submitted By: Steve Oliver, Streets Director

Bid Number: 1039-18

Purchase Justification:

This request is to approve a Change Order to our Term Agreement for delivery of ready mix concrete to various construction projects throughout the city. This Change Order is necessary due to increases in raw materials as reflected in the Producer Price Index (PPI).

Evaluation:

Cooper Concrete Co. was awarded the original BL 07395 in the amount of \$2,146,850 at the September 18, 2018, City Council Meeting.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Cooper Concrete Co.	All	\$66,552.35
TOTAL:		\$66,552.35

Basis for Award: Change Order

Purchase Requisition #: 45831

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$66,552
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to Infrastructure Repair & Replacement Fund Operations accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Page 211

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021

OPENED: 9/1/2021
REQ. NO. PR 45831
BID NO. 1039-18
PAGE: 1 of 1
BUYER: A. Arellano

Cooper Concrete Co.

[illegible]

NEXT LOW: _____
LOW: _____
SAVINGS: _____ **\$0.00**

```
168 # IonWave Notifications
44 # IonWave HUBS
0 # Direct Contact HUBS
0 # HUBS Responded
```

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



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. z.

Meeting Date: 09/14/2021

Item Title: GP&L Overhead Transmission & Distribution Line Relocations for Naaman School Road

Submitted By: Jonas Whitehead, Distribution Director

Bid Number: 1131-21

Purchase Justification:

This request is to provide labor and equipment needed to relocate GP&L transmission and distribution facilities along Naaman School Road as part of the COG Naaman School Road street widening project. An Optional Contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on the published criteria. JW Powerline, LLC, received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	JW Powerline, LLC	All	\$1,632,684.21
		TOTAL:	\$1,632,684.21

Basis for Award: Best Value

Purchase Requisition #: 45748

Fiscal Impact

Total Project/Account:	\$2,960,000
Expended/Encumbered to Date:	262,987
Balance:	\$2,697,013
This Item:	1,632,684
Proposed Balance:	\$1,064,329
Account #:	215-3299-3149101-7111, 215-3599-3145301-7111

Fund/Dept/Project – Description and Comments:

Electric CIP / Relocation of Facilities	\$1,492,150
Electric CIP / Transmission Lines	140,534
TOTAL	\$1,632,684

Attachments**Bid Recap**

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2021

Document Location: Pages 284 & 286

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. aa.

Meeting Date: 09/14/2021

Item Title: Heliport Expansion Design Services

Submitted By: Paul Luedtke, Transportation Director

Bid Number: 1182-21

Purchase Justification:

This request is to obtain Professional Design Services for the Heliport expansion to accommodate the expansion of adjacent business. The engagement includes topographic survey, limited obstruction surveying, geotechnical investigation, civil design, bid and project meetings, and construction phase services.

Evaluation:

Kimley-Horn and Associates, Inc., was selected as the Most Qualified firm for this project from RFQ 0788-18.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kimley-Horn and Associates, Inc.	All	\$124,500.00
TOTAL:		\$124,500.00

Basis for Award: Most Qualified

Purchase Requisition #: 45812

Fiscal Impact

Total Project/Account: \$39,700
Expended/Encumbered to Date: 32,000
Balance: \$7,700
This Item: 124,500
Proposed Balance: \$(116,800)*
Account #: 280-4431-7101
Fund/Dept/Project – Description and Comments:

Task 1 – Limited Obstruction Survey and Exhibit	\$ 8,000
Task 2 – Topographic Survey	8,000
Task 3 – Boundary Verification	5,000
Task 4 – FAA Airspace Review and Approval	8,000
Task 5 – Geotechnical Engineering Report (by ECS Southwest, LLP)	21,500
Task 6 – Helistop Civil Construction Documents	30,000
Task 7 – Helistop Electrical Construction Documents	17,000
Task 8 – Bid Support	4,000
Task 9 – Submittals and Permitting	6,000
Task 10 – Meetings	4,000
Task 11 – Construction Phase Services	10,000
Task 12 – 5010 Airport Master Record	<u>3,000</u>
Total	\$124,500

* A budget amendment will be brought to City Council at a future date to approve funding from the FY21 Heliport projected fund balance of \$151,929 for this contract.

Attachments

Bid Recap

Fiscal Reference:

Budget Type:	Operating Budget
Fiscal Year:	2020-21
Document Location:	Oper. Budget - Page 271

Budget Director Approval:	Allyson Bell Steadman	Approval Date: 09/02/2021
Purchasing Director Approval:	Gary L. Holcomb	Approval Date: 08/20/2021



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. bb.

Meeting Date: 09/14/2021

Item Title: Motor Repair and Maintenance

Submitted By: Dan Bailey, Energy Services Director

Bid Number: 0628-18

Purchase Justification:

This request is to approve a Change Order for the final renewal of the Power Plant Motor Repair and Maintenance Term Agreement. This contract was initially sourced for the plant maintenance at the Ray Olinger Power Plant. As equipment failures have persisted, the need for this work has increased exponentially and we now require these services at both the Ray Olinger Power Plant and the Spencer Generating Station.

Evaluation:

Brandon and Clark, Inc., was awarded the original BL 07307 on July 17, 2018, in the amount of \$95,000.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Brandon and Clark, Inc.	All	\$155,000.00
TOTAL:		\$155,000.00

Basis for Award: Change Order

Purchase Requisition #: 45567

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$155,000
Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term contract sets price but does not commit funds. Expenses will be charged to Electric Utility Fund Production operations accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2020-21

Document Location: Page 233

Budget Director Approval: Allyson Bell Steadman

Approval Date: 09/02/2021

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 09/01/2021

OPENED: 9/1/2021
REQ. NO. PR 45567
BID NO. 0628-18
PAGE: 1 of 1
BUYER: A. Arellano

Brandon & Clark Inc.

[illegible]

NEXT LOW: _____
LOW: _____
SAVINGS: _____ **\$0.00**

```
168 # IonWave Notifications
44 # IonWave HUBS
0 # Direct Contact HUBS
0 # HUBS Responded
```

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



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 09/14/2021

Item Title: Z 21-21 Avalon Development and Kimley-Horn (District 7)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-21 Avalon Development and Kimley-Horn

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-21 Ordinance

Z 21-21 Exhibit A

Z 21-21 Exhibit B

Z 21-21 Exhibits C-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A RESTAURANT, DRIVE-THROUGH ON A 0.7411-ACRE TRACT OF LAND ZONED COMMUNITY RETAIL (CR) DISTRICT AND LOCATED AT 2128 NORTH JUPITER ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 26th day of July, 2021, the Plan Commission did consider and make recommendations on a certain request for approval of a Specific Use Provision for a Restaurant, Drive-Through made by **Avalon Development and Kimley-Horn**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for a Restaurant, Drive-Through on a 0.7411-acre tract of land zoned Community Retail (CR) District and located at 2128 North Jupiter Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

ZONING FILE NO. Z 21-21

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-21

Being a 0.7411 acre (32,283 square foot) tract of land situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, and being part of Lot 1, Block 1, Home Depot / Ryan's Addition, an addition to the City of Garland recorded in Volume 96089, Page 3124, Deed Records, Dallas County, Texas, said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap (cap illegible) found at the northernmost northwest corner of said Lot 1, and being on the east right-of-way line of North Jupiter Road, a variable width right-of-way;

THENCE South 1°10'15" East, along the said east right-of-way line, and along the west line of said Lot 1, a distance of 223.89 feet to a 5/8-inch iron rod with "KHA" cap set at the southwest corner of Lot 3, Block 1 The Wal-Mart Addition, an addition to the City of Garland recorded in Volume 86147, Page 2863, Deed Records, Dallas County, Texas, and being at an intermediate northwest corner of said Lot 1, and being the POINT OF BEGINNING;

THENCE North 88°49'45" East, departing the said east right-of-way line, and with the common line between said Lot 3,

ZONING FILE NO. Z 21-21

and said Lot 1, a distance of 165.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 1°10'15" East, departing the said common line, a distance of 196.70 feet to an "+" cut set for corner;

THENCE South 88°49'45" West, a distance of 122.30 feet to an "+" cut set for corner;

THENCE North 1°10'15" West, a distance of 5.37 feet to an "+" cut set for corner;

THENCE South 88°49'45" West, a distance of 43.00 feet to an "+" cut set for corner, being on the said east right-of-way line, and being on the west line of said Lot 1;

THENCE North 1°10'15" West, along the said east right-of-way line, and along the said west line, a distance of 191.33 feet to the POINT OF BEGINNING and containing 0.7411 acres or 32,283 square feet of land, more or less.

SPECIFIC USE PROVISION CONDITIONS

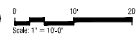
ZONING FILE Z 21-21

2128 North Jupiter Road

- I. Statement of Purpose:** The purpose of this Specific Use Provision is to allow a Restaurant, Drive-Through.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773, as amended prior to the adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Development is to be in general conformance with the approved site plan, landscape plan, and elevations labeled Exhibit C, Exhibit D, and Exhibit E. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.
- V. Specific Use Provision:**
- A. SUP Time Period: The Specific Use Provision for Restaurant, Drive-Through shall be in effect for twenty-five (25) years.
- B. Site Plan: The site shall be in conformance with the site layout in Exhibit C.
- C. Screening and Landscaping: Screening and Landscaping shall conform to Exhibit D.
- D. Building Elevations: Building elevations shall be in general conformance with Exhibit E.
- E. Signage: All signage shall comply with the Garland Development Code signage requirements.



Restaurant - Garford <i>Score Calculations Chart</i>		
Site Data	AC	SF
Total Site Area	0.74	32,283
Surface Parking Spaces	30	
Site Landscape Area	Required % (SF)	Provided (% SF)
10% of site to be landscaped	10%	30%
	3,228	9,735
Street Frontage	Required	Provided
Asplund Road (190 LF)²		
11 trees 30 LF	6	6
7 shrubs 30 LF	45	45
Parking Lot	Required	Provided
1 shade tree 10 parking spaces	3	6
<i>NOTE: Tree must be within 60' of every parking space</i>		
% of parking lot area to be landscaped (\$,667 SF)	5%	58%
	259	3,432
Continuous Paving Lot Screens	Yes	Yes



A

APPLICANT:
Avalon Development
7333 E Doubletree Ranch Rd, Suite 140
Scottsdale, AZ 85258
Tel. No. (480) 376-8750
Contact: Scott Wolski

SHEET NUMBER
L1.02

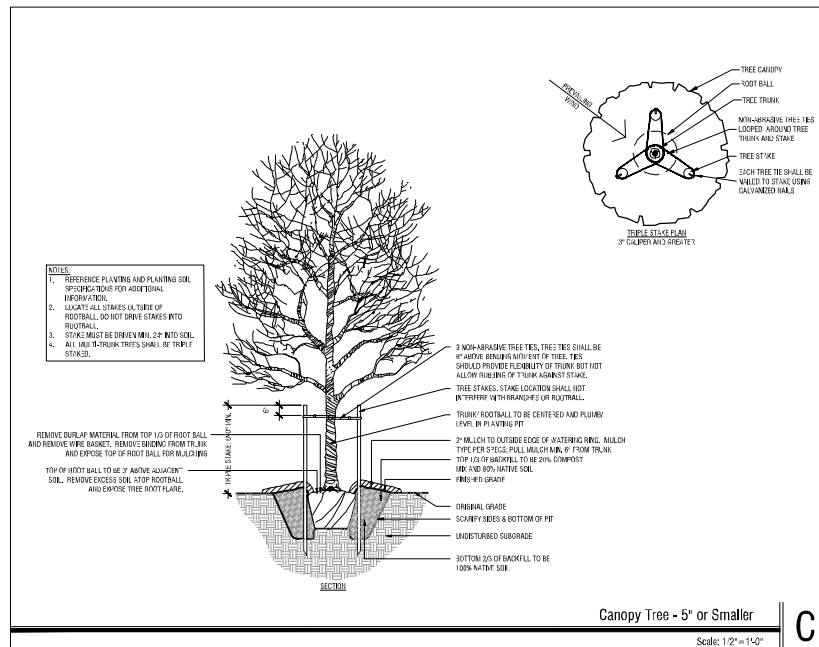
	KHA PROJECT 064554105	
	DATE JULY 2021	
	SCALE AS SHOWN	
	DESIGNED BY CLS	
	DRAWN BY CLS	
	CHECKED BY AUB	

CODE PLANTING PLAN

SHEET NUMBER
L1.02

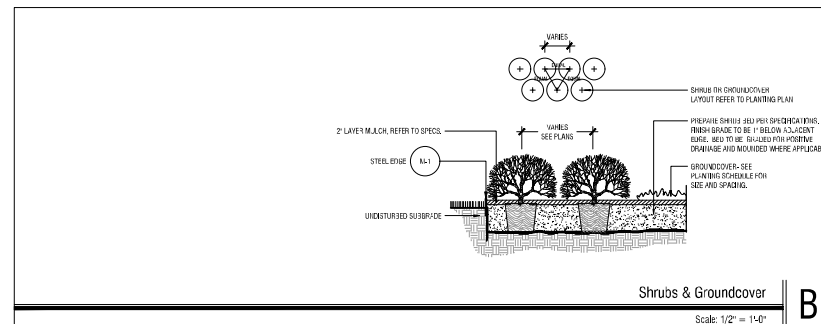
No.	REVISIONS	DATE	BY
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the document, together with the console and engine manufacturers are not just "used at service, is brought only" (a service program and then for auto) - was proposed, (issue of civil engineer - advice on this doc. need without further authentication, a re-negotiation of qualification and associated, and the support body, to knowledge and associations, etc.



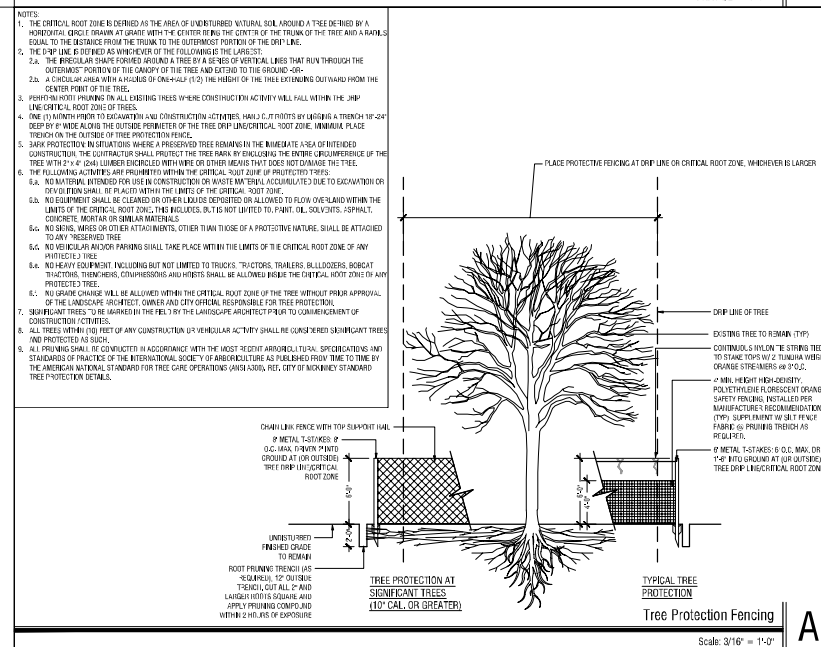
Scale: 1/2" = 1'-0"

C



Scale: 1/2" = 1'-0"

B



Scale: 3/16" = 1'-

A

OWNER:
Home Depot, Inc.
260 East Davis Street, Suite 100
McKinney, Texas 75069
Tel. No. (469) 301-2580
Contact: Michael T. Doggett, P.E.

APPLICANT:
Avalon Development
7333 E Doubletree Ranch Rd, Suite 140
Scottsdale, AZ 85258
Tel. No. (480) 376-8750
Contact: Scott Wolski

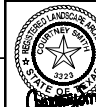
LANDSCAPE ARCHITECT:
Kirmley-Horn and Associates, Inc.
260 East Davis Street, Suite 100
McKinney, Texas 75069
Tel. No. (469) 452-2497
Contact: Courtney Smith, PLA

SHEET NUMBER
L1.03

PROPOSED
PAD SITE

PLANTING DETAILS

Kimley»»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MOBBNEY, TX 75069
PHONE: 469-301-2880 FAX: 972-239-3820



KHA PROJECT	DATE	SCALE	AS SHOWN
064554105	JULY 2021	DESIGNED BY	CLS

--	--

PROPOSED
PAD SITE

1

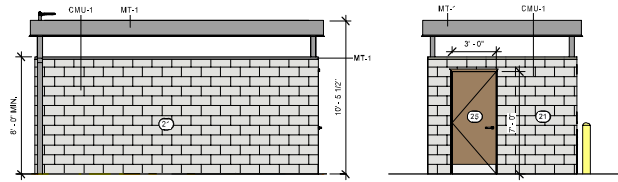
TAILS

NTING DE

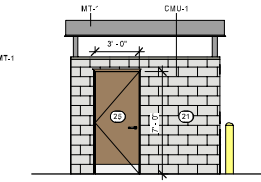
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SHEET NUMBER

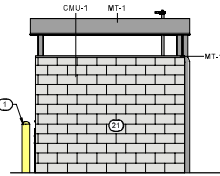
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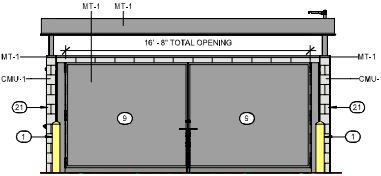
5 TRASH ENCLOSURE - REAR
Scale: 1/4" = 1'-0"



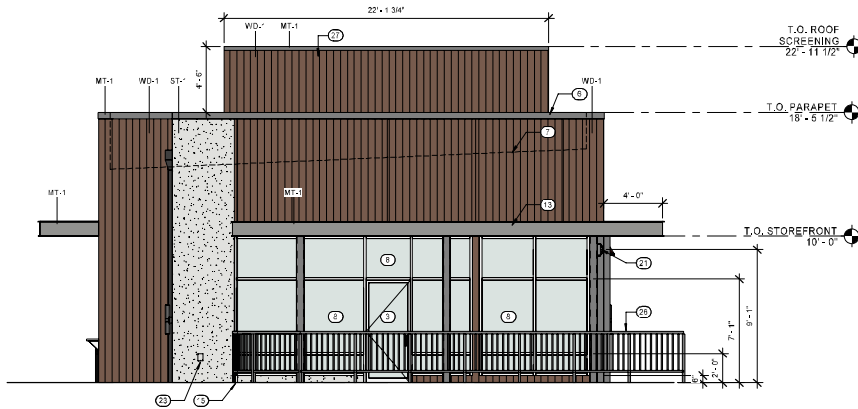
6 TRASH ENCLOSURE - DOOR ACCESS SIDE
Scale: 1/4" = 1'-0"



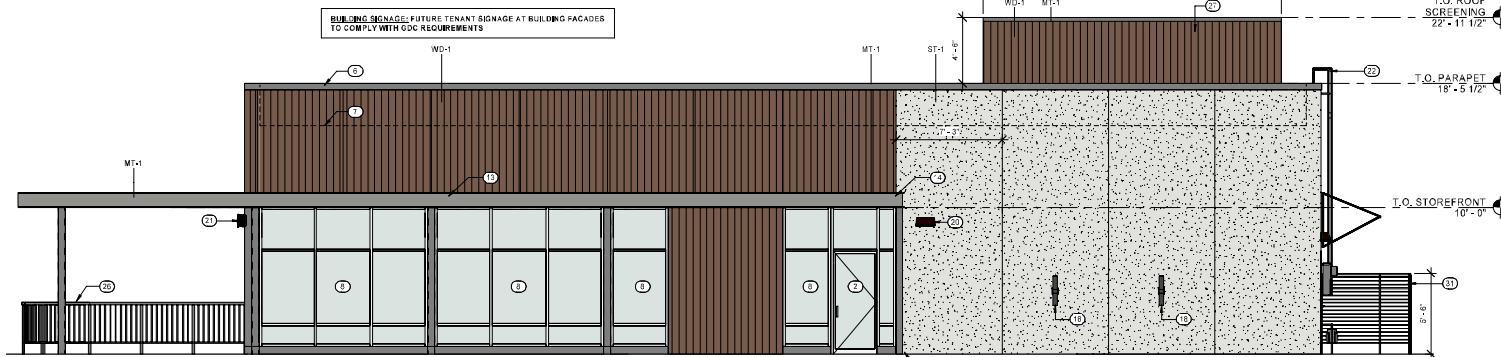
3 TRASH ENCLOSURE - SIDE, TYP.
Scale: 1/4" = 1'-0"



4 TRASH ENCLOSURE - FRONT
Scale: 1/4" = 1'-0"



2 EXTERIOR ELEVATION - SECONDARY ENTRY (NORTH)
Scale: 1/4" = 1'-0"



1 EXTERIOR ELEVATION - MAIN ENTRY (WEST)
Scale: 1/4" = 1'-0"

ARCHITECTURAL ELEMENTS & MATERIALS: 6 ARE REQUIRED		
ELEMENT	ELEVATION AND/OR PLAN	KEYNOTE REFERENCE
DIVIDED LIGHT WINDOWS	1/A2.2	#30
DISPLAY WINDOW	1/A2.1	#8
CANDLES(S)	1/A2.1 & 1/A2.2	#12 & #3
OUTDOOR SEATING	1/A2.2	#13
LANDSCAPED PLANTERS (4 IN TOTAL @ 36" H & 36" DIA.)	1/A2.2	#26
SFS LINTEL TRIM AT CLEARSTOREY WINDOW(S)	1/A2.2	#29

VERTICAL BUILDING ARTICULATION FOR BUILDING GREATER THAN 30'-0" IN WIDTH			
- MINIMUM OF ONE VERTICAL ARTICULATION IS REQUIRED THAT IS AT LEAST 20% OF THE BUILDING TOTAL STREET-FACING FACADE WIDTH.			
- HEIGHT ARTICULATION FOR "FLAT" ROOFS OF AT LEAST 3'-0" SHALL BE REQUIRED FOR 50'-0" OF BUILDING FACADE WIDTH.			
FACADE LENGTH	VERTICAL ARTICULATION REQUIRED	VERTICAL ARTICULATION PROVIDED	HEIGHT ARTICULATION REQUIRED
NORTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	22'-1 3/4"
EAST ELEV.	73'-5 1/4"	N/A - NOT STREET FACING	20'-4 1/4"
SOUTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	22'-1 3/4"
WEST ELEV. (JUPITER)	73'-5 1/4" (73'-6 1/4" x 70%)	N/A - NOT STREET FACING	20'-4 1/4"

HORIZONTAL BUILDING ARTICULATION FOR BUILDING GREATER THAN 30'-0" IN WIDTH			
- MINIMUM OF ONE HORIZONTAL ARTICULATION IS REQUIRED THAT IS AT LEAST 20% OF THE BUILDING TOTAL STREET-FACING FACADE WIDTH.			
- DEPTH ARTICULATION OF AT LEAST 4'-0" SHALL BE REQUIRED FOR AT LEAST 20% OF BUILDING FACADE LENGTH.			
FACADE LENGTH	VERTICAL ARTICULATION REQUIRED	VERTICAL ARTICULATION PROVIDED	HEIGHT ARTICULATION REQUIRED
NORTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	30'-6 3/4"
EAST ELEV.	73'-5 1/4"	N/A - NOT STREET FACING	20'-4 1/4"
SOUTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	4'-16 1/2"
WEST ELEV. (JUPITER)	73'-5 1/4" (73'-6 1/4" x 70%)	N/A - NOT STREET FACING	4'-16 1/2"

KEYNOTES

1. NONILLUMINATED PROTECTIVE BOLLARD.
2. PRIMARY ENTRANCE DOOR(S).
3. SECONDARY (PATIO) ENTRANCE DOOR.
4. ELECTRICAL METER.
5. SERVICE DOOR.
6. PRE-FINISHED METAL COPING, TYPICAL.
7. OUTLINE OF ROOF BEYOND.
8. STOREFRONT GLAZING / DISPLAY WINDOW(S).
9. SOLID METAL SWINGING GATES, NOT TO BE GALVANIZED OR CORRUGATED METAL.
10. DT WINDOW: READY ACCESS DT SERVICE WINDOW, WINDOW AND AIR CURTAIN FINISH TO MATCH ADJACENT STOREFRONT.
11. DT WINDOW SHELVE: INSTALL SERVICE WINDOW SHELVE AT 36" AFF INSIDE AND 42" AFF OUTSIDE, AS MEASURED ABOVE THE DT SURFACE.
12. DT CANOPY: CANOPY AT DT WINDOW SHALL BE MIN. 5'-6" AFF CLEAR ABOVE THE DT LINE, PREFERRED 10'-0" AFF TO ALIGN WITH VISUAL HEIGHT OF STOREFRONT CANOPY.
13. EXTERIOR CANOPY BOTTOM HEIGHT OF 13'-0" AFF TO ALIGN WITH TOP OF STOREFRONT HEADR.
14. ENTRY / EXIT CANOPY: WEATHER PROTECTIVE CANOPY SHALL BE LOCATED ABOVE ALL ENTRY AND EGRESS DOORS AT MIN. OF 8'-0" AFF.
15. CANOPY DOWNSPOUT.
16. ROOF SCUPPER AND OVERFLOW.
17. NOT USED.
18. WALL SCIENCE.
19. NOT USED.
20. EXTERIOR LIGHTING: LOCATE LIGHT AT EXTERIOR ENTRANCES. MOUNT AT 10'-0" AFF OR AS CANOPY HEIGHT PERMITS.
21. TRASH ENCLOSURE TO BE CMU STRUCTURE AND THEN TO BE PAINTED, TO MATCH PRINCIPLE BUILDING.
22. ROOF ACCESS LADDER.
23. LOCKABLE HOSE BID.
24. GAS METER.
25. 3'-0" X 7'-0" PEDESTRIAN ACCESS DOOR AT TRASH ENCLOSURE.
26. PATIO RAILING AT PERIMETER OF OUTDOOR PATIO.
27. HVAC SCREENING SYSTEM: TO MATCH BUILDING WD-1 MATERIAL WITH METAL COPING.
28. LANDSCAPED PLANTERS (HATCHED / DASHED IN AT PROPOSED LOCATIONS), RE: LANDSCAPE PLAN.
29. SFS LINTEL TRIM: COLOR TBD (TO MATCH CANOPY).
30. PROVIDE PRIVACY FILM AT DIVIDED WINDOWS.
31. REAR UTILITY SCREENING.

MATERIAL TYPES

- CMU-1 "TWILIGHT GRAY"
MASONRY COLOR: STAR-21-1022ST 131893
(SW7085 "ARGOS" COLOR MATCH)
- MT-1 "WHITE / FLAT BLACK"
METAL COLOR: TO MATCH RAL#7021
METAL TYPE: 6063-T6 ALUMINUM
- WD-1 "VINTAGE WOOD CEDAR"
WOOD COLOR: VINTAGE WOOD CEDAR
- ST-1 "TWILIGHT GRAY"
STUCCO COLOR: STAR-01-1022ST 131893
(SW7085 "ARGOS" COLOR MATCH)

Robert R. Nelson, AIA
Texas Architect

Not for Regulatory Approval, Permitting, or Construction.

Heights Venture
ARCHITECTURE + DESIGN

HOUSTON 1541 North Loop West, Suite 800 Houston, Texas 77008 713.555.1432
DALLAS 2741 Legacy Drive, Suite 200 Plano, Texas 75068 972.455.1217

PROPOSED PAD SITE

2128 N. JUPITER ROAD
GARLAND, TEXAS 75044

20234-001 24 x 36

6/1/2021 8:20:27 PM

Author Checker

PRELIMINARY

EXTERIOR ELEVATIONS

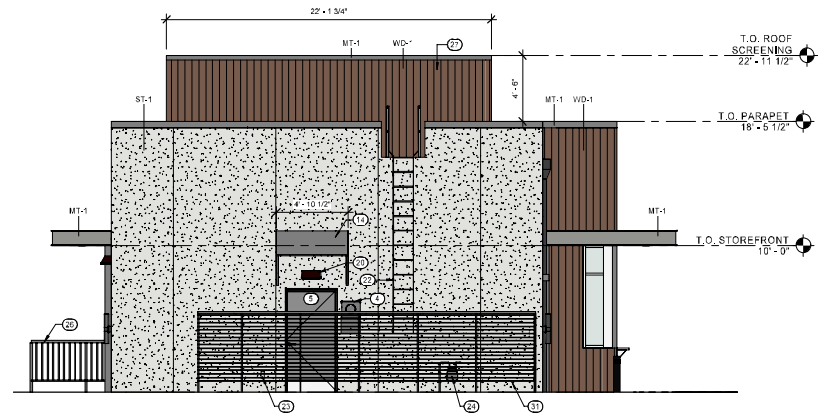
A2.1

CASE NUMBER: 200728-2

© COPYRIGHT 2021 HEIGHTS VENTURE

2 EXTERIOR ELEVATION - REAR SERVICE (SOUTH)

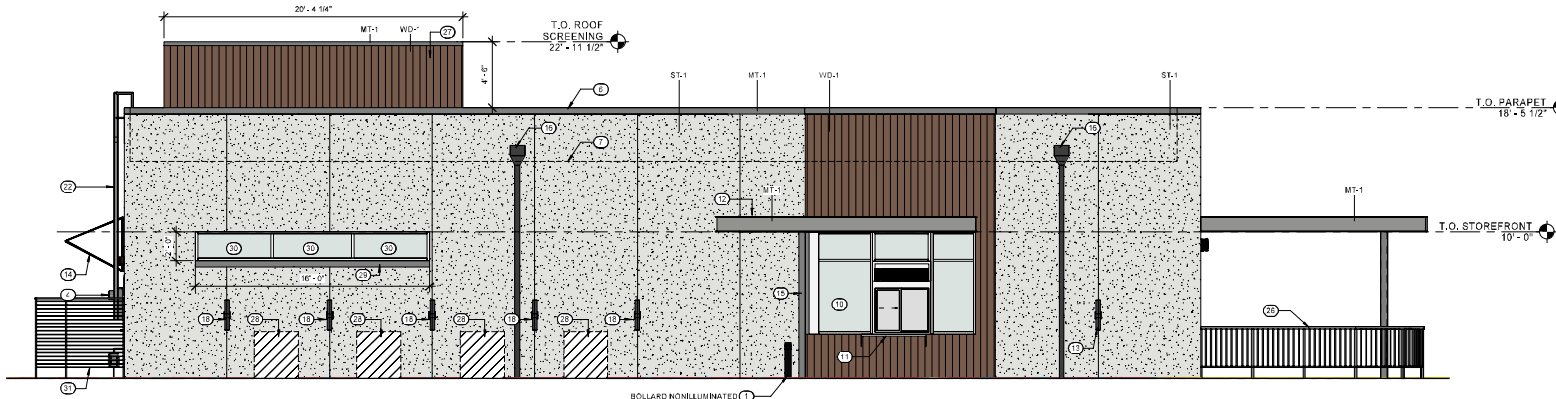
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BUILDING SIGNAGE: FUTURE TENANT SIGNAGE AT BUILDING FACADES TO COMPLY WITH SDC REQUIREMENTS

1 EXTERIOR ELEVATION - DRIVE-THRU (EAST)

Scale: 1/4" = 1'-0"



ARCHITECTURAL ELEMENTS & MATERIALS: 5 ARE REQUIRED		
ELEMENT	ELEVATION AND / OR PLAN	KEYNOTE REFERENCE
DIVIDED LIGHT WINDOWS	1/A2.2	#30
DISPLAY WINDOW	1-2/A2.1	#5
CANOPY(S)	1-2/A2.1 & 1-2/A2.2	#12 & #13
OUTDOOR SEATING	1/A1.2	#13
LANDSCAPED PLANTERS (4 IN TOTAL @ 35" H & 36" DIA.)	1/A2.2	#26
EIFS UNTEL TRIM AT GLAZED TOWER WINDOW(S)	1/A2.2	#29

VERTICAL BUILDING ARTICULATION: FOR BUILDING GREATER THAN 50'-0\"/>

	FACADE LENGTH	VERTICAL ARTICULATION		HEIGHT ARTICULATION	
		REQUIRED	PROVIDED	REQUIRED	PROVIDED
NORTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	22'-1 3/4"	N/A - NOT STREET FACING	4'-0"
EAST ELEV.	73'-5 1/4"	N/A - NOT STREET FACING	20'-4 1/4"	N/A - NOT STREET FACING	4'-0"
SOUTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	22'-1 3/4"	N/A - NOT STREET FACING	4'-0"
WEST ELEV. (JUPITER)	73'-5 1/4" (73'-5 1/4" x 35%)	N/A - NOT STREET FACING	20'-4 1/4"	N/A - NOT STREET FACING	4'-0"

HORIZONTAL BUILDING ARTICULATION: FOR BUILDING GREATER THAN 60'-0\"/>

	FACADE LENGTH	VERTICAL ARTICULATION		HEIGHT ARTICULATION	
		REQUIRED	PROVIDED	REQUIRED	PROVIDED
NORTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	30'-9 3/4"	N/A - NOT STREET FACING	15'-8 5/8"
EAST ELEV.	73'-5 1/4"	N/A - NOT STREET FACING	20'-4 1/4"	N/A - NOT STREET FACING	9'-0"
SOUTH ELEV.	34'-5 3/4"	N/A - NOT STREET FACING	4'-10 1/2"	N/A - NOT STREET FACING	4'-0"
WEST ELEV. (JUPITER)	73'-5 1/4" (73'-5 1/4" x 35%)	N/A - NOT STREET FACING	60'-0" OVERALL & 44'-1 3/4" OF FACADE LENGTH	4'-0" MIN.	4'-0"

KEYNOTES

1. NON-ILLUMINATED PROTECTIVE BOLLARD.
2. PRIMARY ENTRANCE DOOR(S).
3. SECONDARY (PATIO) ENTRANCE DOOR.
4. ELECTRICAL METER.
5. SERVICE DOOR.
6. PRE-FINISHED METAL COPING, TYPICAL.
7. OUTLINE OF ROOF BEYOND.
8. STOREFRONT GLAZING / DISPLAY WINDOW(S).
9. SOLID METAL SWINGING GATES, NOT TO BE GALVANIZED OR CORRUGATED METAL.
10. DT WINDOW: READY ACCESS DT SERVICE WINDOW: WINDOW AND AIR CURTAIN FINISH TO MATCH ADJACENT STOREFRONT.
11. DT WINDOW SHELF: INSTALL SERVICE WINDOW SHELF AT 38" AFF INSIDE AND 42" AFF OUTSIDE, AS MEASURED ABOVE THE DT SURFACE.
12. DT CANOPY: CANOPY AT DT WINDOW SHALL BE MIN. 5'-6" AFF CLEAR ABOVE THE DT LINE, PREFERRED 10'-0" AFF TO ALIGN WITH VISUAL HEIGHT OF STOREFRONT CANOPY.
13. EXTERIOR CANOPY BOTTOM HEIGHT OF 10'-0" AFF TO ALIGN WITH TOP OF STOREFRONT HEADER.
14. ENTRY / EXIT CANOPY: WEATHER PROTECTIVE CANOPY SHALL BE LOCATED ABOVE ALL ENTRY AND EGRESS DOORS AT MIN. OF 8'-0" AFF.
15. CANOPY DOWNPOUT.
16. ROOF SCUPPER AND OVERFLOW.
17. NOT USED.
18. WALL SCIENCE.
19. NOT USED.
20. EXTERIOR LIGHTING: LOCATE LIGHT AT EXTERIOR ENTRANCES, MOUNT AT 10'-0" AFF OR AS CANOPY HEIGHT PERMITS.
21. TRASH ENCLOSURE: TO BE CMU STRUCTURE AND THEN TO BE PAINTED, TO MATCH PRINCIPLE BUILDING.
22. ROOF ACCESS LADDER.
23. LOCKERHOUSE BBL.
24. GAS METER.
25. 3'-0" x 7'-0" PEDESTRIAN ACCESS DOOR AT TRASH ENCLOSURE.
26. PATIO RAILING AT PERIMETER OF OUTDOOR PATIO.
27. HVAC SCREENING SYSTEM, TO MATCH BUILDING V/D-1 MATERIAL WITH METAL COPING.
28. LANDSCAPED PLANTERS (HATCHED / DASHED IN AT PROPOSED LOCATIONS), RE. LANDSCAPE PLAN.
29. EFS INTEL TRIM, COLOR TBD (TO MATCH CANOPY).
30. PROVIDE PRIVACY FILM AT DIVIDED WINDOWS.
31. REAR UTILITY SCREENING.

MATERIAL TYPES

- CMU-1 "TWILIGHT GRAY" MASONRY COLOR: STAR-01-1022ST 131893 (50V7055 "ARGOS" COLOR MATCH)
- MT-1 "MATTE / FLAT BLACK" METAL COLOR: TO MATCH RALR7021 MATTE W7003 FLAT BLACK
- WD-1 "VINTAGEWOOD CEDAR" N218HA COLOR: VINTAGEWOOD CEDAR
- ST-1 "TWILIGHT GRAY" STUCCO COLOR: STAR-01-1022ST 131893 (50V7055 "ARGOS" COLOR MATCH)

REV	DATE	DESCRIPTION
1	04.23.2021	SUP SET ISSUE
2	05.02.2021	SUP COMMENT SET ISSUE



Heights Venture
ARCHITECTURE + DESIGN

HOUSTON 1501 NORTH LOOP WEST, SUITE 500 HOUSTON, TEXAS 77056
DALLAS 2741 LAGUNA DRIVE, SUITE 200 FORT WORTH, TEXAS 76104
713.555.1452 P 972.495.1251 F

PROPOSED PAD SITE

2128 N. JUPITER ROAD
GARLAND, TEXAS 75044

PROJECT: 2023-001 24 x 35

DATE: 6/1/2021 8:20:31 PM

DESIGNER: LC

PREPARED BY: LL

PRELIMINARY

EXTERIOR ELEVATIONS

A2.2

CASE NUMBER: 200728-2

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**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. b.

Meeting Date: 09/14/2021

Item Title: Z 21-22 Randall T. Wilson (District 2)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning Ordinance Z 21-22 Randall T. Wilson

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 21-22 Ordinance

Z 21-22 Exhibit A

Z 21-22 Exhibit B

Z 21-22 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PROVISION FOR A RECYCLING SALVAGE YARD (UNLIMITED OUTSIDE STORAGE) USE ON A 2.7184-ACRE TRACT OF LAND ZONED INDUSTRIAL (IN) DISTRICT AND LOCATED AT 1340 HEBRON DRIVE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 26th day of July, 2021, the Plan Commission did consider and make recommendations on a certain request for approval of a Specific Use Provision for a Recycling Salvage Yard (Unlimited Outside Storage) Use made by **Randall T. Wilson**; and

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

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

Section 1

The Garland Development Code is hereby amended by approving a Specific Use Provision for a Specific Use Provision for a Recycling Salvage Yard (Unlimited Outside Storage) Use on a 2.7184-acre tract of land zoned Industrial (IN) District and located at 1340 Hebron Drive and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

ZONING FILE NO. Z 21-22

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

ZONING FILE NO. Z 21-22

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 21-22

BEING approximately a 2.7184-acre lot identified as Lot 1, Block 1, of Riffe Petroleum Addition recorded in document number 200600292740, Deed Records of Dallas County, Texas.

EXHIBIT A

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 21-22

1340 Hebron Drive

- I. Statement of Purpose:** The purpose of this Specific Use Provision to allow a Recycling Salvage Yard (Unlimited Outside Storage) Use.
- II. Statement of Effect:** This Specific Use Provision shall not affect any regulations found in the Garland Development Code, Ordinance No. 6773, as amended prior to the adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Industrial (IN) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Development is to be in general conformance with the approved site plan labeled Exhibit C. In the event of conflict between the conditions and development plans, the conditions listed below are to apply.
- V. Specific Use Provision:**
- A. SUP Time Period: The Specific Use Provision for Recycling Salvage Yard (Unlimited Outside Storage) shall be in effect for twenty-five (25) years.
- B. Site Plan: The site shall be in conformance with the site layout in Exhibit C.
- C. Landscaping: Landscaping shall comply with Exhibit C.
- D. Fencing: Perimeter screening shall be provided along the entire length of the north and west property lines with a 26 gauge, Polar White, PBU panel corrugated fence eight (8) feet in height that is setback approximately four (4) feet from the property line.
- E. Outdoor Storage: Outdoor storage shall be placed on the back portion of the property away from the public view and screened by the perimeter fence and landscaping.

EXHIBIT B

F. Signage: All signage shall comply with Garland
Development Code.

Case Number	210513-3
Zoning District	Industrial District (IN)
Building Height	15 feet to the highest point
Recycling Center SF	2,200 SF
Office SF	1,000 SF
Total Building SF	3,200 SF
Fence Height	8 feet
Parking Spaces	6

Trees		
Total Trees	Crape Myrtles	12
Total Shrubs	Red Tip Photina	60

[illegible]



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 09/14/2021

Item Title: Confirmation of City Health Authority and Designee

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Dr. Timothy Lambert has served as the Garland Health Authority since June 25, 2005. His current two-year term expires September 30, 2021. Chapter 121 of the Texas Health & Safety Code requires a local health department (city or county) which employs a nonphysician Director of Health have a licensed physician to aid the Director in the control of communicable diseases within the jurisdiction. State law also requires that the Director's appointment of a City Health Authority be confirmed by Council every two years. The position is paid \$24,000 annually through the Texas Department of State Health Services Immunization Grant. Rowlett reimburses Garland at \$300.00 per month and Sachse reimburses Garland at \$100.00 per month. Through interlocal agreements with the City of Garland, Dr. Lambert also serves as the Health Authority for the City of Rowlett and the City of Sachse. Both interlocal agreements expire September 30, 2021. Staff is currently working with Rowlett and Sachse to renew the agreements and anticipate no issues with renewal. The common Health Authority provides an effective way to track and control communicable disease outbreaks since all three cities share one school district with open campus enrollment. The COVID-19 pandemic has illustrated the importance of having a local Health Authority to rely upon during times of public health crisis. In light of the pandemic, staff seeks to appoint a "designee" or back-up Health Authority who would immediately assume the Health Authority role if Dr. Lambert were to become unavailable for any reason. In consultation with Dr. Lambert, staff has selected Dr. Norman Clothier M.D., to serve in this role. Garland Health Department staff have discussed the role and potential responsibilities with Dr. Clothier and he has indicated a willingness to serve in the designee role. Dr. Clothier would only have Health Authority responsibilities if Dr. Lambert is unavailable. Designating a back-up Health Authority ensures a seamless transition without loss of authority to implement disease control measures if Dr. Lambert becomes unavailable.

Recommendation/Action Requested and Justification

Staff recommends that Council confirm Dr. Timothy Lambert for a two-year term as City Health Authority and Dr. Norman Clothier for a two-year term as the Health Authority designee and authorize the City Manager to renew the interlocal agreements with the City of Rowlett and the City of Sachse for the purpose of public health services. This item was presented as a written briefing on the August 16, 2021 Work Session.

Attachments

Interlocal Agreement - Rowlett

Interlocal Agreement - Sachse

STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**

COUNTY OF DALLAS §

This Amendment (“**AMENDMENT**”) is made to the Professional Services Agreement (“**AGREEMENT**”) entered into by and between the City of Rowlett, Texas (“**CITY**”) and The City of Garland, Texas (“**Garland**”) acting by and through their authorized representatives.

RECITALS:

WHEREAS, the **CITY of Rowlett** and the City of **Garland** entered into a Professional Services Agreement on or about the 1st day of October 2021, for the purposes of **Garland** providing Public Health Services (**PHS**) for Rowlett citizens; and

WHEREAS, the **AGREEMENT** provides for the City of Garland Health Department to provide Immunizations and Communicable Disease Investigation Services for Rowlett. The fee for these services is \$3,600.00 payable to the City of Garland by quarterly payments per year. Additionally the City of Rowlett agrees to appoint Dr. Timothy Lambert M.D., as Rowlett’s Health Authority and Dr. Norman Clothier as Rowlett’s Health Authority Designee until contract termination or expiration. Rowlett residents are responsible for co-pays attached in “Exhibit A” upon delivery of services. The services shall be provided at locations deemed by the City of Garland.

WHEREAS, the AGREEMENT is scheduled to terminate on September 30, 2023 unless renewed by both parties.

NOW, THEREFORE, the Parties hereby agree as follows: Nothing in this agreement shall be construed to restrict the authority of the **CITY** over its health or environmental programs or limit the operations or services of these programs.

ASSURANCES

The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

The City of Garland agrees that upon request that books and records pertaining to Rowlett citizens’ services will be available. Both parties agree to all applicable confidentiality provisions as mandated by federal and state law.

TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon (30) calendar days prior written notice to the other party.

B. With Cause: Either party may terminate the Agreement immediately, in whole or part, at its sole discretion, by written notice to the other party for the following reasons:

1. Lack of or reduction in funding or payment;
2. Non-performance of services;

EXECUTED this _____ day of _____, 2021

CITY OF ROWLETT, TEXAS

By: _____
Brian Funderburk, MPA, ICMA-CM
City Manager

ATTEST:

By: _____
Laura Hallmark, City Secretary

APPROVED AS TO FORM:

By: _____
David M. Berman, Nichols Jackson, LLP
City Attorney

EXECUTED this _____ day of _____, 2021

CITY OF GARLAND, TEXAS

By: _____
Bryan Bradford, City Manager

ATTEST:

By: _____
Rene Dowl, City Secretary

APPROVED AS TO FORM:

By: _____
Brian England, City Attorney

STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**

COUNTY OF DALLAS §

This Amendment (“**AMENDMENT**”) is made to the Professional Services Agreement (“**AGREEMENT**”) entered into by and between the City of Sachse, Texas (“**CITY**”) and The City of Garland, Texas (“**Garland**”) acting by and through their authorized representatives.

RECITALS:

WHEREAS, the **CITY of Sachse** and the City of **Garland** entered into a Professional Services Agreement on or about the 1st day of October 2021, for the purposes of **Garland** providing Public Health Services (**PHS**) for Sachse citizens; and

WHEREAS, the **AGREEMENT** provides for the City of Garland Health Department to provide Immunizations and Communicable Disease Investigation Services for Sachse. The fee for these services is \$1,200.00 payable to the City of Garland by quarterly payments per year. Additionally the City of Sachse agrees to appoint Dr. Timothy Lambert M.D., as Sachse’s Health Authority and Dr. Norman Clothier as Sachse’s Health Authority Designee until contract termination or expiration. Sachse residents are responsible for co-pays attached in “Exhibit A” upon delivery of services. The services shall be provided at locations deemed by the City of Garland.

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2023 unless renewed by both parties.

NOW, THEREFORE, the Parties hereby agree as follows: Nothing in this agreement shall be construed to restrict the authority of the **CITY** over its health or environmental programs or limit the operations or services of these programs.

ASSURANCES

The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

The City of Garland agrees that upon request that books and records pertaining to Sachse citizens’ services will be available. Both parties agree to all applicable confidentiality provisions as mandated by federal and state law.

TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon (30) calendar days prior written notice to the other party.

B. With Cause: Either party may terminate the Agreement immediately, in whole or part, at its sole discretion, by written notice to the other party for the following reasons:

1. Lack of or reduction in funding or payment;
2. Non-performance of services;

EXECUTED this _____ day of _____, 2021

CITY OF SACHSE, TEXAS

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr.
City Attorney

EXECUTED this _____ day of _____, 2021

CITY OF GARLAND, TEXAS

By: _____
Bryan Bradford, City Manager

ATTEST:

By: _____
Rene Dowl, City Secretary

APPROVED AS TO FORM:

By: _____
Brian England, City Attorney



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 09/14/2021

Item Title: Texas DSHS Public Health Workforce Grant

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Texas Department of State Health Services (DSHS) recently announced funding availability to selected local jurisdictions intended to establish, expand, train and sustain the public health workforce to support jurisdictional COVID-19 prevention, preparedness, response and recovery initiatives and to address health disparities related to COVID-19. As a local jurisdiction, the Garland Health Department (GHD) has been allocated 1.9 million dollars under two grants over two years for the aforementioned programs. Funding will be used to pay regular full time and temporary employees to perform grant related tasks within the GHD jurisdiction. These are reimbursement grants, which mean costs associated with the approved work plans will be reimbursed at 100% up to the total grant allocation. Additionally, GHD has negotiated an interlocal agreement with Parkland Hospital to provide a social worker to perform tasks related to these grants.

This item was considered at the September 13, 2021 Work Session.

Recommendation/Action Requested and Justification

Authorize the City Manager or his designee to execute contract agreements with the Texas DSHS and to execute an interlocal agreement with Parkland Hospital regarding the services of a social worker.

Attachments

Public Health Workforce Contract
COVID-19 Health Disparities Contract
Parkland HHS Interlocal Agreement



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Diana Beeler
City of Garland Health Department
1720 Commerce Street
Garland, Texas 75040

Subject: CPS/PH Workforce Contract
Contract Number: HHS001075300001
Contract Amount: \$1,500,000.00
Contract Term: Upon Execution through June 30, 2023

Dear Ms. Beeler:

Enclosed is the CDC Public Health Crisis Response (PHCR) Co-Ag: Public Health Workforce contract between the Department of State Health Services and City of Garland Health Department.

The purpose of this contract is to establish, expand, train, and sustain the state, tribal, local, and territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. Public health agencies are expected to use available funding to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs to include hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19.

Please let me know if you have any questions or need additional information.

Sincerely,

Jennifer Boggs, CTCM
Contract Manager
776-3967
Jennifer.Boggs@dshs.texas.gov

INTERLOCAL COOPERATION CONTRACT
THE DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001075300001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and City of Garland Health Department (“Local Government,” “Grantee,” “Performing Agency,” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for activities to establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).

I. PARTIES

The following will act as the Representative authorized to act on behalf of their respective Party.

System Agency

Name: Department of State Health Services
 Address: 1100 W. 49th Street, MC 1990
 City and Zip: Austin, TX 78756
 Contact Person: Jennifer Boggs
 Telephone: 512-776-2304
 Fax number: 512-776-7391
 E-Mail Address: Jennifer.Boggs@dshs.texas.gov
 Agency Number: 537

Local Government

Name: City of Garland Health Department
 Address: 1720 Commerce Street
 City and Zip: Garland, Texas 75040
 Contact Person: Diana Beeler
 Health Department: 972-205-3456
 Main Line: 972-205-3456
 E-Mail Address: dbeller@garlandtx.gov

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on June 30, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$1,500,000.00, as provided for in **Attachment B – Budget**.

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
1100 W. 49th Street, MC 1911
Austin, TX 78756
Attention: Office of General Counsel

Local Government

Name: Diana Beeler
Address: 1720 Commerce Street
City & Zip: Garland, Texas 75040
E-Mail Address: dbeller@garlandtx.gov

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791, Texas Health and Safety Code, Chapter 81, and Texas Government, Code 531.

The Local Government further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791.

VIII. ADDITIONAL GRANT INFORMATION

In accordance with 2 CFR 200.331(A), if any of the following information is not available at time of contract execution, then it will be provided to the Grantee by a Technical Guidance Letter.

Federal Award Identification Number (FAIN): NU90TP922165

Federal Award Date: 5/20/2021

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Name and Number: Federal, 93.354

Awarding Official Contact Information: Ms. Sylvia Reeves, 770-488-2739, qpg0@cdc.gov

DUNS: 807391511

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. HHS001075300001

THE DEPARTMENT OF STATE HEALTH SERVICES

CITY OF GARLAND HEALTH DEPARTMENT

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**THE FOLLOWING ATTACHMENTS TO THIS CONTRACT ARE HEREBY
INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT:**

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

**ATTACHMENT C – FISCAL FEDERAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
CERTIFICATE**

**ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY,
VERSION 3.0**

ATTACHMENT E – DATA USE AGREEMENT

ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT G – CONTRACT AFFIRMATIONS 1.8

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).
- B. Complete all activities required and allowable under this Contract by June 30, 2023.
- C. Perform required activities intended to slow the transmission of COVID-19, minimize morbidity and mortality, preserve function of healthcare workforce and infrastructure, and minimize social and economic impacts. Required activities include:
 - 1. Hire public health personnel (professional, clinical, disease investigation, program and/or administrative) in support of COVID-19 and infectious disease preparedness and response. Personnel may be permanent full or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
 - 2. Establish a formal committee that will ensure Grantee's health programs, methods and outcomes meet the diverse needs of the communities served.
 - a. Within 30 days of Contract execution, submit a roster of this committee that describes how members are reflective of the communities to be served and can best address community public health needs to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.
 - b. Within 60 days of Contract execution, submit proposed plan to address health disparities, and your training plan to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, using the template provided by System Agency.
 - 3. Provide training for staff to be equipped to address health disparities appropriately, as recommended by the committee, to existing and new staff, focusing on issues relevant to the local communities served.
- D. Funds cannot be used for research, clinical care, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, purchase of vehicles of any kind (including mobile medical clinics), clothing to include uniforms or scrubs or funding an award to another party or provider who is ineligible. Any furniture/cubicle purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.
- E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

- F. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:
1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802;
 2. Project workplan
- G. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- H. Expenses are eligible for reimbursement review and payment in alignment with the Grant Award effective date of July 1, 2021.

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

DSHS will develop performance measures in collaboration with the Grantee.

III. REPORTING REQUIREMENTS

Grantee, at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the bi-annual program and financial reports by the 5th business day of each month. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.

- A. Submit local health entity COVID-19 Workforce Expansion progress reports and spend

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

plans within an established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports will include status updates on meeting hiring goals, addressing health disparities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due date specified in this Contract listed below or upon request constitutes breach of contract and may result in delay of payment. Reports should be sent electronically to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.

Progress Reports – due	7-Jan-22
Progress Reports – due	7-Jul-22
Progress Reports – due	9-Jan-23
Progress Reports – due	7-Jul-23

- B. Submit a final performance report that describes progress toward achieving the objectives contained in the approved workplan and deliverables contained in this Contract to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, 30 days after end of Contract period, using the template provided by System Agency.

IV. INVOICE AND PAYMENT

- A. Grantee will request payment monthly using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below.

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

B-13s and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

- B. Grantee will be reimbursed monthly and in accordance with Attachment B, Budget. Reimbursement shall be subject to the submission of required and appropriate documentation, and in accordance with applicable law and governing regulations.

Attachment B
Budget

Budget Categories	DSHS Funding
Personnel	\$883,208
Fringe Benefits	\$441,604
Travel	\$0
Equipment	\$0
Supplies	\$43,380
Contractual	\$0
Other	\$131,808
Total Direct Costs	\$1,500,000
Indirect Cost Rate Amount	\$0
Contract Total	\$1,500,000

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com 	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Attachment C

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:



TEXAS

Health and Human Services

Health and Human Services (HHS)

**Uniform Terms and Conditions -
Governmental Entity**

Version 3.0

Published and Effective - March 1, 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Deliverable](#)” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Goods](#)” means supplies, materials, or equipment.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[Health and Human Services](#)” or “[HHS](#)” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and

- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Performing Agency, collectively.

“[Party](#)” means either the System Agency or Performing Agency, individually.

“[Performing Agency](#)” means the State Agency providing the goods or services defined in this Contract.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Receiving Agency](#)” means the State agency receiving the benefit of the goods or services provided under this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Performing Agency under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Performing Agency’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Performing Agency and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Performing Agency to perform part or all of the obligations of Performing Agency under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“**Third Party IP**” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“**Work**” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“**Work Order**” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“**Work Product**” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, ether in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Performing Agency certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the General Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

- A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. 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. The acceptance of funds directly under the Contract or indirectly through a subcontract under the 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;
- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Performing Agency and its Subcontractors, if any. Performing Agency is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for Contracts for Services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or Services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent Performing Agencies in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Performing Agency nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without

System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency's to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- D. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- E. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- F. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- G. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no

more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

HEALTH AND HUMAN SERVICES
Contract Number HHS001075300001
EXHIBIT/ATTACHMENT G. CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this

Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Contractor represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

41. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

43. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

44. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

45. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

46. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

47. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number

Certificate Of Completion

Envelope Id: 0BC4D968817341709F92738CA1110DEC

Status: Sent

Subject: HHS001075300001, City of Garland Health Department, Base Contract

Source Envelope:

Document Pages: 62

Signatures: 0

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.85.9

Record Tracking

Status: Original

8/2/2021 11:54:53 AM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events**Signature****Timestamp**

Diana Beeler

dbeeler@garlandtx.gov

Public Health Manager

City of Garland Health Department

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/4/2021 11:21:23 AM

ID: 53823d62-43dc-4c0e-b17d-15911eb40ed0

Sent: 8/4/2021 11:01:52 AM

Viewed: 8/4/2021 11:21:23 AM

Diana Beeler

dbeeler@garlandtx.gov

Public Health Manager

City of Garland Health Department

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/4/2021 11:21:23 AM

ID: 53823d62-43dc-4c0e-b17d-15911eb40ed0

Sent: 8/2/2021 12:03:33 PM

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/30/2021 2:59:21 PM

ID: 9a50a71a-8ec2-438f-a748-369d41aeb51

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/4/2021 7:18:32 AM

ID: 3e551597-07bf-4af4-9c03-fe75ae8f8a2d

Dave Gruber

Dave.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Amanda Hudson Amanda.Hudson@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kirk Cole Kirk.Cole@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/16/2021 10:23:16 AM ID: e8bc5df6-0571-4761-8d83-af9fe1c7214a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Joel Wilson jwilson@garlandtx.gov Joel Wilson Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jennifer Boggs Jennifer.Boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 8/4/2021 11:01:52 AM
COPIED		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/2/2021 12:03:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001057600021
UNDER THE
COVID-19 HEALTH DISPARITIES GRANT**

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**”), a pass-through entity, and **CITY OF GARLAND HEALTH DEPARTMENT** (“**GRANTEE**”) each a “Party” and collectively the “Parties” enter into the following grant contract to provide funding for the COVID-19 Health Disparities Program (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by *Texas Government Code* Chapter 791, *Texas Health and Safety Code* Chapters 12 and 121 and Grant Number: 1 NH75OT000045-01-00.

III. DURATION

The Contract is effective on September 1, 2021 or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on May 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence and subject to having the legal authority to do so, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

IV. BUDGET

The total amount of this Contract will not exceed **\$400,000.00**. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

System Agency

Department of State Health Services

P.O. Box 149347 – Mail Code 1990
Austin, Texas 78714-9347
Attention: Sandy Clark

Grantee

City of Garland Health Department
1720 Commerce St.
Garland, Texas 75040-6710
Attention: Diana Beeler

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
Attn: Office of the Chief Counsel MC 1100
4900 North Lamar Boulevard
Austin, Texas 78751

With copy to

Department of State Health Services
Attention: General Counsel
P.O. Box 149347 – Mail Code 1911
Austin, Texas 78714-9347

Grantee

City of Garland Health Department
1720 Commerce St.
Garland, Texas 75040-6710
Attention: Diana Beeler

VII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

VIII. ADDITIONAL GRANT INFORMATION

System Agency Data Universal Numbering System (DUNS) Number: 807391511

Federal Award Identification Number (FAIN): NH75OT000045

Assistance Listing Name and Number: Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises; 93.391

Federal Award Date: May 26, 2021

Federal Award Project Period through May 31, 2023

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

Awarding Official Contact Information: Ms. Christine Graaf

Email: khx2@cdc.gov

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001057600021**

SYSTEM AGENCY

GRANTEE

Signature

Printed Name: _____

Title: _____

Date of Execution: _____

Signature

Printed Name: Diana Beeler

Title: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS001057600021 ARE INCORPORATED BY REFERENCE:**

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: HHS UNIFORM TERMS AND CONDITIONS - GRANT

ATTACHMENT D: HHS CONTRACT AFFIRMATIONS

ATTACHMENT E: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F: FFATA FORM

ATTACHMENTS FOLLOW

ATTACHMENT A: STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those targeted communities, Grantee will conduct the following activities:

- A. Submit a workplan within 30 days of contract effective date to System Agency outlining how required activities will be accomplished. System Agency must approve the workplan before Grantee begins activities with targeted communities.
- B. Identify Grantee staff (new and existing) who will be leads for the Contract. Any changes to these staff members must be reported to System Agency in the monthly program report.
- C. Identify and target communities disproportionately impacted by COVID-19. Grantee will specify how the target communities were identified and report the disproportionately impacted communities that will be targeted in the Grantee workplan.
- D. Engage targeted communities disproportionately impacted by COVID-19 through:
 1. Establishing rapport and developing relationships by spending time in the community and building trust through outreach activities.
 2. Listening to community needs by attending community events (e.g., town halls, listening sessions, interviews, and focus groups). The frequency of those meetings will be identified in the Grantee workplan.
 3. Developing a sustainability plan to stay engaged with the community after funding ends. Sustainability plan must be submitted to System Agency no later than April 30, 2023.
- E. Build sustainable relationships in targeted communities disproportionately impacted by COVID-19 through:
 1. Identifying and engaging community partners (e.g., hospitals, clinics, Federally Qualified Health Centers, community-based organizations, faith-based organizations, and social service agencies).
 2. Building cross-sector partnerships (e.g., public health, healthcare, and social services) by meeting with identified partners. The frequency of those meetings will be identified in the Grantee workplan.
 3. Documenting community partners by creating a list of partners interested in working on and addressing health disparity initiatives. This list will be shared with System Agency in the monthly report.
- F. Work with targeted communities to identify and document ideas on how to increase COVID-19 vaccination rates in targeted communities.

- G. Work with targeted communities to design an intervention aimed at addressing a community need identified through community engagement. This intervention should target a risk factor that caused the community to be disproportionately impacted by COVID-19. The intervention design will be shared with System Agency no later than April 30, 2023.
- H. Develop and implement information sharing and learning opportunities with the targeted communities.
- I. Participate in and attend System Agency meetings and trainings as deemed necessary by System Agency after contract execution.
- J. Submit a monthly program report on the report template to be provided by System Agency by the 15th of each month for the previous month's activities. Submit reports by electronic mail to healthdisparities@dshs.texas.gov and to healthdisparitiescms@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.
- K. Grantee may not use funds for construction, research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
 - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347

System Agency Contract HHS001057600021

Page 6 of 7

Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us
EMAIL: CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review and financial assessment. The quarters are as follows:
 - 1. September 1 through November 30
 - 2. December 1 through February 28
 - 3. March 1 through May 31
 - 4. June 1 through August 31
- E. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT B
BUDGET

CONTRACT No. HHS001057600021

PERSONNEL	\$228,984.00
FRINGE BENEFITS	\$57,246.00
TRAVEL	\$13,400.00
EQUIPMENT	\$0.00
SUPPLIES	\$16,813.00
CONTRACTUAL	\$35,007.00
OTHER	\$48,550.00
TOTAL DIRECT CHARGES	\$400,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$400,000.00

ATTACHMENT C

HHSC Uniform Terms and Conditions Version 2.16.1
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Deliverable](#)” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
 - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
 - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
 - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 SAO AUDIT

- A. 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. The acceptance of funds directly under the Contract or indirectly through a subcontract under the 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.**
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.**

9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free: (877) 432-7232
 Fax: (512) 438-5885.

9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

HEALTH AND HUMAN SERVICES
Contract Number HHS001057600021
Attachment D CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. Contractor represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085(c) and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not boycott energy companies and will not boycott energy companies during the term of this Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and it will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the contract.

44. Cloud Computing State Risk and Authorization Management Program

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, Contractor certifies that it is not (1) headquartered in China, Iran, North Korea, Russia, or a designated country; or (2) owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

48. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

49. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family

Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

50. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

51. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

53. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Date Signed

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

[Redacted]

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted]

* Last Name: [Redacted] Suffix: [Redacted]

* Title: [Redacted]

* SIGNATURE: [Redacted]

* DATE: [Redacted]

ATTACHMENT F

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com 	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: AA2671563EB04F39AECF12F8D5C918FA

Status: Sent

Subject: HHS001057600021 - City of Garland Health Department - OHDPP COVID LHD BASE CONTRACT

Source Envelope:

Document Pages: 46

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Enveloped Stamping: Enabled

#100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.85.11

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

8/13/2021 4:09:16 PM

CMS.InternalRouting@dshs.texas.gov

Signer Events**Signature****Timestamp**

Diana Beeler

Sent: 8/13/2021 4:17:23 PM

dbeeler@garlandtx.gov

Viewed: 8/23/2021 7:56:05 AM

Public Health Manager

City of Garland Health Department

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/23/2021 7:56:05 AM

ID: e587f531-f4be-4099-a456-c6cff2ae3118

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/20/2021 3:36:48 PM

ID: 2b4d928b-78a6-4347-853d-08f80bda09d2

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/20/2021 7:45:53 AM

ID: 89c41596-9806-46c4-966c-0d9140e4d3fe

Kirk Cole

kirk.cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/19/2021 5:39:06 PM

ID: f523a873-2a89-4564-a770-5654513b33e6

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Nancy Guerra nguerra@garlandtx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 4:17:24 PM
Sandy Clark sandy.clark@dshs.texas.gov Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 4:17:23 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Ruiz kevin.ruiz@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2021 4:17:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, TEXAS, a home rule municipality, located in Dallas County, Texas ("CITY") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND is a participant in Social Services designed to assist local public safety departments to focus more on acute public safety and emergency medical response rather than emergency mental health service delivery or social service resource connection for routine low acuity or primary care services; and

WHEREAS, the CITY and PARKLAND wish to develop a coordinated approach to persons experiencing behavioral and physical health resource connection and case management needs in their region; and

WHEREAS, PARKLAND desires to contract with the CITY and the CITY desires to purchase from PARKLAND the BioTel/EMS System social work support for public safety services; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1.01 For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide licensed master social work (LMSW) (1.0 FTE) services for the CITY's health department hereinafter called the "Services."

1.02 The Services are to be performed according to acceptable standard professional practices and to conform to the Scope of Services attached hereto as Exhibit A.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)

2.01 The term Protected Health Information (hereinafter "PHI") shall have the same meaning as set forth in 45 C.F.R. 160.103. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose PHI it obtains from the CITY for any purpose. However, the Parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. Any PHI the CITY provides PARKLAND for treatment purposes shall thereafter belong to PARKLAND.

2.02 As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the Parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.
COORDINATION

3.01 All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Health of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the Parties agree to meet and make a good faith effort to resolve the dispute. Prior to

the CITY withholding any payment pursuant to this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV. TERM

4.01 The initial term of this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022, unless sooner terminated in accordance with the provisions of this Agreement. The Parties may renew the Agreement for successive twenty-four (24) month periods upon the same terms and conditions as set forth in this Agreement by jointly executing written notice of the intent to renew. The Parties shall indicate in the written renewal agreement the agreed-upon amount of consideration for that particular renewal period.

V. PAYMENT

5.01 The Agreement's initial term is one (1) year. Total payments by the CITY during the Agreement's initial term shall be One hundred twenty-one thousand seven hundred forty-seven dollars (\$121,747). The initial Payment shall be made upon execution of this Agreement.

5.02 Upon renewal, CITY shall pay PARKLAND the mutually agreed upon renewal fee within sixty (60) days of both parties' executing the notice of intent to renew.

VI. INDEPENDENT CONTRACTOR

6.01 PARKLAND's status and the status of all social workers performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII. INDEMNIFICATION

7.01 PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.

7.02 The CITY shall give PARKLAND prompt notice of any matter covered by Section 7.01 above, and shall forward to PARKLAND every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.01 above.

7.03 PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.04 The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

7.05 PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall promptly forward to the CITY every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.04 above.

7.06 The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.07 No part of this Agreement shall be interpreted to constitute a waiver of any defense of the Parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act or elsewhere in Texas law.

7.08 The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII. TERMINATION

8.01 The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the

date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

8.02 PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

IX. NOTICES

9.01 All notices, communications and reports under this Agreement shall be mailed or delivered to the respective Parties as follows:

To: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: The City of Garland, Texas
1720 Commerce St.
Garland, Texas 75040
Attention: Health Administrator, Health Department

X. MISCELLANEOUS

9.01 This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

9.02 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be

considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

9.03 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.04 This Agreement can be revised at any time by mutual consent of the Parties and shall be revised by written amendment(s) to this Agreement and signed by both Parties. No oral modifications can be made to this Agreement.

9.05 The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

9.06 This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters in this Agreement.

9.07 **Right to Audit.** PARKLAND shall keep true, complete, and accurate books and records of all costs for which it seeks reimbursement from the City under this Agreement. The City shall have the right, upon reasonable notice and during business hours, to audit those books and records and to obtain copies of those books and records at the expense of the City.

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: 
Richard Humphrey (Aug 27, 2021 09:17 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

The City of Garland, Texas

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Scope of Services for Public Safety Licensed Master Social Work Services

1. Background

The Garland Health Department Social Worker program provides a holistic approach to the mental and physical health needs of the citizens of Garland eight (8) hours per day Monday through Friday. The team is comprised of distinct but integrated components including license master level social worker (LMSW) or a license clinical social worker (LCSW). The primary role of the social worker is to provide a coordinated approach to persons struggling to appropriately and effectively access mental, physical and behavioral health care services. Citizens can be identified through 911 use or persons referred by community stake holders or public safety officers. Garland citizens can also be identified through the Parkland Health and Hospital System Community Oriented Primary Care, Parkland Acute Response Clinic, Parkland Emergency Department or acute hospital admission. Engagement with the Garland Health Department Social Worker will be limited to the citizens of the city of Garland. Expansion of the services of the Garland Health Department Social Worker program to residence outside of Garland city limits is up to the discretion of both Garland Health Department leadership and BioTel leadership. The Garland Health Department and Social Worker program will assist with resource connection and for all referred citizens, but in the event that a referral comes from outside of Dallas County, connection to the Parkland Health and Hospital system may be limited.

The overarching goal of the Garland Health Department Social Worker program is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LMSW and emergency medical services, the Garland Health Department Social Worker program increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. The Garland Health Department Social Worker program will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Garland Health Department Social Worker program is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

2. Staffing

- A. 1 full time (1.0 FTE) Licensed Master Level Social Worker (LMSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Garland Health Department.
 - i. If additional hours of coverage are needed then the option of PRN BioTel LMSW can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. Any changes to the schedule will need to be discussed and agreed upon with BioTel leadership team.

3. Roles and Responsibilities

- A. The LMSW primary role is the identification and connection to community resources. They are uniquely suited to assess citizens for biopsychosocial needs and coordinate efforts to gain scheduled routine access to care and decrease the dependence on 911 for those services.
- B. The LMSW is responsible for assessment of citizens with mental, behavioral or physical health needs, recommendation of appropriate community resources for mitigation and management of those needs.
- C. The LMSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- D. The LMSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LMSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.

- E. The LMSW will be directly supervised by BioTel Social Work leadership. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

4. Additional Services

- A. Periodic meetings, at least quarterly, will be attempted to be scheduled between Garland's Health Administer and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LMSW can assist with the coordination and development of education related to their area of expertise for City of Garland Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by city leadership.

**Business Associate Addendum
to
Interlocal Agreement**

This Business Associate Addendum to the Interlocal Agreement (the "Addendum") is entered into by and between the City of Garland, Texas, a home rule municipality ("Business Associate") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Covered Entity").

RECITALS

This Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the "Services").

Under the Interlocal Agreement (the "Agreement"), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")).

The Parties desire that the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA").

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Terms Used.** Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. **Permitted Uses and Disclosures of PHI.** Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity

through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached..

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. **LIABILITY LIMITATIONS.** All Parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the Parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. **Term and Termination.**

7.1. **Term.** This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed

or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. **Survival.** The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. **No Third Party Beneficiary.** Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. **Counterparts; Facsimiles.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6 **Supercedure.** In the event that any term or provision of any agreement between the Parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: 
Richard Humphrey (Aug 23, 2021 09:37 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

The City of Garland, Texas

By: _____

Name: _____

Title: _____

Date: _____



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 09/14/2021

Item Title: Atmos Settlement Agreement

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the August 16, 2021, Work Session, Council considered approval of the Settlement Agreement with Atmos Energy Mid-Tex Division ("Atmos") and the resulting rate change under the Rate Review Mechanism (RRM) tariff.

The City, along with 171 other Mid-Texas cities served by Atmos, is a member of the Atmos Cities Steering Committee (ACSC). In 2007, ACSC and Atmos settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces Atmos request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After Atmos reviewed ACSC's consultants' report, ACSC's Executive Committee and Atmos negotiated a settlement whereby Atmos would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent.

Recommendation/Action Requested and Justification

The ACSC Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Garland, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1.

That the findings set forth in this Resolution are hereby in all things approved.

Section 2.

That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3.

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4.

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5.

That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6.

That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7.

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8.

That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9.

That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10.

That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11.

That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12.

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

7.

Meeting Date: 09/14/2021

Item Title: Adopt a Resolution Supporting Allocation Method for Opioid Settlement

Submitted By: Brian England, Deputy City Attorney

Summary of Request/Problem

The Office of the City Attorney briefed Council on this item in Executive Session at the September 13, 2021 Work Session.

Recommendation/Action Requested and Justification

Approve a resolution adopting the allocation method for opioid settlement proceeds as set forth in the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

Attachments

Resolution

Exhibit A to Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas ("City") obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the active litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses;

WHEREAS, these actions, conduct, and misconduct have resulted in significant financial costs to the City;

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, "Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A;" and

WHEREAS, Special Counsel and the State of Texas have recommended that the City support the adoption and approval the Texas Term Sheet in its entirety.

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

Section 1

The City of Garland supports the adoption and approval the Texas Term Sheet in its entirety; and

Section 2

The City Council of the City of Garland finds as follows:

- a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Garland; and
- b. The Garland City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL

SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council of the City of Garland understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

Section 3

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

PASSED AND APPROVED this the _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT A

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

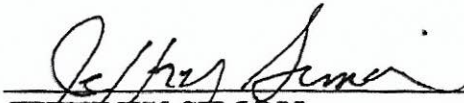


KENNETH PAXTON, JR.
ATTORNEY GENERAL

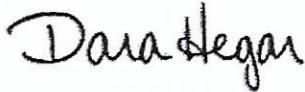
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



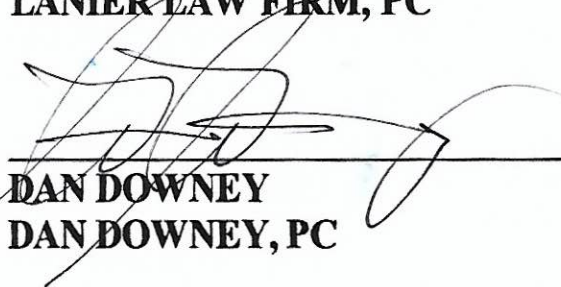
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

8.

Meeting Date: 09/14/2021

Item Title: Interlocal Agreement and Reimbursement Authorization to City of Rowlett for supporting the Mass Vaccination Events at HBJ Stadium (COVID-19 Response)

Submitted By: Mistie Gardner, Emergency Management Director

Summary of Request/Problem

At the September 13, 2021 Work Session, Council considered the approval of ILA execution with the City of Rowlett which makes pass-through from Garland to reimburse Rowlett allowable based on the FEMA Public Assistance guidance and for the approval of the reimbursement expense in the amount of \$108,762.14.

Recommendation/Action Requested and Justification

Council is requested to approve the request by authorizing the City Manager to sign the ILA for reimbursement to Rowlett for eligible expenses totaling \$108,762.14 under Public Assistance category Emergency Protective Measures conducted to manage the Mass Vaccination Event operations within the City of Garland.

Attachments

ILA-Garland_Rowlett_MVE_Support

**INTERLOCAL AGREEMENT FOR
ADMINISTRATION OF THE COVID-19 VACCINE
BETWEEN THE CITY OF GARLAND AND THE CITY OF ROWLETT**

This Interlocal Agreement for Administration of the COVID-19 Vaccine ("Agreement") is made and entered into to be effective as of the 29th day of December, 2020 ("Effective Date") by and between the City of Garland, Texas ("Garland"), and the City of Rowlett, Texas ("Rowlett"), both Texas home-rule municipalities duly incorporated under the Constitution and laws of the State of Texas.

RECITALS

WHEREAS, a novel coronavirus, now designated COVID-19, has created a national public health and safety emergency throughout the world and including in the State of Texas, which has been declared a disaster by Texas Governor Greg Abbott and by the Cities of Garland and Rowlett; and

WHEREAS, COVID-19 vaccinations have been approved for distribution and will assist reducing the public health and safety risk; and

WHEREAS, on November 23, 2020, Governor Greg Abbott and the Texas Department of State Health Services (DSHS) announced a COVID-19 Vaccine Distribution Plan to provide the guiding principles for Texas' COVID-19 vaccine allocation process to serve as a foundation for the state's initial distribution for COVID-19 vaccines; and

WHEREAS, DSHS is responsible to conduct programs for the prevention and control of communicable diseases and vaccine; and

WHEREAS, Dr. John Hellerstedt, Commissioner of Texas Department State Health Services (DSHS), issued public health disaster declarations in Texas beginning March 19, 2020 and because COVID-19 continues to present an immediate threat, poses a high risk of death to a large number of people, and creates a substantial risk of public exposure because of the disease's method of transmission and evidence that there is community spread in Texas; and is a preventable diseases; and

WHEREAS, on January 11, 2021, DSHS directed most COVID-19 vaccines received by the State to large sites or hubs statewide to vaccinate more than 100,000 people. DSHS' plan is to provide more people the vaccine and a simpler way to sign up for an appointment with a minimum of confusion and maximizing use of all doses received by such hubs; and

WHEREAS, DSHS seeks the assistance of local health authorities and as such has designated Garland Health Department as a COVID-19 vaccine provider and hub provider location for the State of Texas under the authority of the Garland Health Authority and Garland Health Department legally serves the populations of the Cities of Garland, Rowlett and Sachse; and

WHEREAS, cities may enter into agreements for cooperation and assistance to perform activities to preserve and protect the public health in a federal, state or locally declared disaster area; and

WHEREAS, the costs for the services provided pursuant to this Agreement are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Cities of Garland and Rowlett have agreed to jointly administer COVID-19 vaccinations to the general public, including to residents of their cities and the respective counties in which they are located, the surrounding areas in the region as well as all residents of Texas as required by the DSHS to serve as a State of Texas COVID-19 Vaccination Hub; and

WHEREAS, Garland and Rowlett, both being political subdivisions of the State of Texas, (collectively the "Parties" or each individually a "Party") are authorized to enter into interlocal agreements pursuant to Texas Government Code, Chapter 791, for the provision of government functions and services, including comprehensive health care services and other governmental functions in which the contracting parties are mutually interested.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

I. Purpose

The purpose of this Agreement is to improve community public health preparedness and response during a public health incident, public health threat, or other significant public health emergency in the Dallas-Fort Worth Metroplex and the North Texas region through coordination between Garland and Rowlett. This Agreement is intended to support the administration of COVID-19 vaccinations by Emergency Medical Services Personnel, as defined by Texas Health and Safety Code Chapter 773, ("EMS personnel") of Garland and Rowlett supported by Law Enforcement Officers and Emergency Management personnel of Garland and Rowlett.

II. Scope

- A. The provisions of this Agreement apply to activities to be performed to support community-based COVID-19 vaccinations by the Parties.
- B. It is the intent of the Parties that the Parties share the costs incurred by them for administration of the COVID-19 vaccine to the extent possible. Said costs may include, but are not limited to, the following: personal protective equipment; other equipment; and supplies and equipment for storing, handling, distributing/transporting and administering the COVID-19 vaccine (such as coolers, freezers, temperature monitoring devices, portable vaccine storage units for transportation, refrigerated trucks, transport security, and medical waste containers for storage and disposal). Other costs may include, but are not limited to: facility support costs, including leasing space for storage or administration including tents and/or administration of vaccines, utilities, maintenance and security; additional staff if necessary; onsite infection control measures, including cloth face coverings, physical barriers like plexi-glass type dividers and disinfection of the facility in accordance with CDC guidance; emergency medical care associated with vaccine administration; communications to disseminate public information regarding vaccinations; and all "wrap-around" administrative tasks associated with site management and support for the hub location, including such safety equipment as traffic vests and lights for staff, a check-in/check-out process, command and control vehicles and facilities, directional and information signage for patrons, traffic control devices to manage the site, and such site security as deemed necessary by the Garland Police, Transportation and Streets Departments.

III. Definitions

- A. Administration/ Administering/ Administer shall mean obtaining, preparing, and administering a single COVID-19 vaccination by a legally authorized person to a patient.
- B. COVID-19 vaccine(s) or vaccination(s) shall mean any vaccine, including required boosters, which has shown to be effective in providing immunity to or reduced transmission of COVID-19 and has received FDA approval for such purpose, regardless of whether said approval is emergency approval.
- C. For the purposes of this Agreement, the "Completion of COVID-19 Vaccination Distribution" is signified by successful completion of the administration of COVID-19 vaccines, including required boosters, to the individuals who qualify for vaccination under all tier groups approved by the State of Texas Department of Health and Human Services Vaccination plan.

IV. Responsibilities of the Parties

- A. Garland shall:
 - (a) Prior to execution of this Agreement, contract with the current leaseholder to provide access to the chosen facility as a site for the distribution and administration of the COVID vaccine to the public (the "Site").
 - (b) Be responsible for compiling and documenting all invoices, receipts, purchase orders, and other supporting documentation related to the costs and expenses incurred by the City of Garland in performance of their obligations under this Agreement.
 - (c) Act as the state-approved provider for the administration of all vaccines under this Agreement including arranging for support services and personnel at the site to manage the vaccination hub and distribution to the public.
 - (d) Coordinate with Rowlett to allocate resources, including labor, equipment, supplies, and materials, only as deemed necessary by the City of Garland to provide vaccines and support the operations at the hub site.
 - (e) Obtain authority for EMS personnel to administer vaccines as needed from the Garland Health Authority, in his capacity as the state-approved provider.
 - (f) Once invoiced by the City of Rowlett, Garland will reimburse Rowlett for eligible expenses it incurs in performance of this Agreement as long as they are eligible expenses as defined by the State of Texas and the Federal Emergency Management Agency (FEMA) as it relates to response and recovery from COVID-19, including all necessary backup documentation for the City of Garland to request reimbursement for such expenses allowed under the disaster declaration when possible. To help with this process, the Cities will utilize the State's reimbursement packet to facilitate the invoicing and reimbursement process.

B. Rowlett shall:

- (a) Be responsible for compiling and documenting all invoices, receipts, purchase orders, and other supporting documentation related to the costs and expenses it incurs in performance of this Agreement.
- (b) Utilize the TDEM Reimbursement Forms for State Mutual Aid to create an expense invoice and documentation packet including all incurred expenses in performing services under this Agreement and provide packet and all backup to Garland within 45-days of execution of this contract or within 45-days of completion of vaccination hub operations (whichever occurs last).
- (c) Coordinate with Garland to allocate resources, including labor, equipment, supplies, and materials as necessary to support unified command and vaccination distribution at the Garland hub site.
- (d) Reimburse the City of Garland for any expenses deemed unnecessary or ineligible by either the State of Texas or FEMA based on the expense itself or lack of the necessary backup documentation.

C. Both parties shall:

- (a) Assign qualified EMS personnel to administer the COVID-19 vaccine and ensure their own EMS personnel are properly trained regarding the administration of the COVID-19 vaccine.
- (b) Assign qualified EMS personnel to provide emergency medical services at the Site who shall act as EMS personnel under the supervision of their respective city's Medical Director pursuant to state law.
- (c) Provide protocols, policies; and procedures for administering the COVID-19 vaccine to the EMS personnel administering the COVID-19 vaccinations.
- (d) Administer the COVID-19 vaccination to each patient using the correct administration procedures and protocols, including obtaining informed consent from each patient or their parent or guardian, as applicable.
- (e) Maintain all records and documents required for administration of the COVID-19 vaccinations, consistent with guidance from the State and Federal governments and in accordance with the State of Texas record retention schedule.
- (f) Provide the COVID-19 vaccinations and guidance for the storage, recordkeeping, and transportation of the vaccinations to those employees who are engaged in or otherwise responsible for overseeing such activities.
- (g) Receive, store and transport the COVID-19 vaccinations in accordance with the guidance of the State and Federal governments.

- (h) Provide non-medical staff to assist and support with the operations of the facility and administration of the COVID-19 vaccine to include “wrap-around” support for hub operations and Unified Command operations at the hub site.

V. Terms and Conditions:

A. Legal Compliance

In performing its duties under this Agreement, each Party will comply with all applicable federal, state, and local laws, rules, and regulations, as well as any guidance issued by DSHS. The Parties acknowledge and agree that this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code and the services to be performed under this Agreement are in accordance with Chapter 161 and 773 of the Texas Health and Safety Code.

B. Information Security and Confidentiality

Each Party agrees to maintain confidentiality of all data, files, and records, including patient records, related to the services provided pursuant to this Agreement as required by law and will comply with state and federal laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any applicable professional standards of practice with respect to patient confidentiality.

Notwithstanding the foregoing, the Parties understand that both Parties are governmental entities subject to the Texas Public Information Act ("Act"). In the event that either Party receives a request for information under the Act, which either Party believes to be confidential under this Agreement or law, the Party receiving the request will seek a letter ruling from the Texas Attorney General to prevent the disclosure of the information and will notify the other Party to this Agreement if there are responsive records of the other Party subject to the request. If any information exempt from disclosure under the Act is disclosed or its security is otherwise compromised, the disclosing party shall notify the other party as soon as possible and shall make all reasonable efforts to retrieve the information.

C. Liability and Insurance

- (a) Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
- (b) It is understood and agreed between parties that each Party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement to the extent they would otherwise be liable under law. Neither Party shall be responsible for any negligent act or omission of the other Party or its employees in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- (c) Notwithstanding the foregoing, each Party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services

provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither Garland nor Rowlett shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

(d) This Agreement is expressly made subject to Garland's and Rowlett's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Garland or Rowlett or to create any legal rights or claim on behalf of any third party. Neither Garland nor Rowlett waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(e) Garland and Rowlett each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed under this Agreement.

D. Governing Law and Venue

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie exclusively in the Dallas County, Texas. The parties hereby stipulate and agree that this Agreement shall be governed by the laws of the State of Texas.

E. Amendment

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

F. Effective Date, Term, Termination

This Agreement shall become effective upon the Effective Date and remain in effect until the earlier of the Completion of COVID-19 Vaccination Distribution or August 31, 2021, unless otherwise agreed to in writing by the Parties. This Agreement may be terminated by either Party with cause upon no less than 30 days written notice to the other Party.

G. Notice

Any notice, invoices, reports, and communications provided pursuant to this Agreement shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by the other

party by United States Mail, registered, return receipt requested, addressed to the addresses as listed below.

Garland Mistie Gardner, Director of Emergency Management
1490 Hwy 66
Garland, Texas 75040
Email: mgardner@garlandtx.gov

Rowlett Ed Balderas, Emergency Management Coordinator
4701 Rowlett Rd.
Rowlett, TX 75088
Email: ebalderas@rowlett.com

H. Independent Parties

Each Party shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the other Party. Neither party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.

I. Financial Obligations

Both Parties agree to be responsible for their own costs associated with performing their respective obligations under this Agreement. In the event of a dispute under this Agreement, both Parties are responsible for their own attorney fees and costs.

J. General Provisions

- (a) The undersigned represent that they have authority to sign this Agreement on behalf of their entity and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the governing body of each Party.
- (b) The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void or enforceable, such holding shall not affect the validity of any other provision or term herein, and the Agreement shall be construed as if such invalid, unenforceable, illegal or void provision did not exist.
- (c) This Agreement may only be amended by mutual agreement of the Parties in writing.
- (d) All fees or payments required as part of this Agreement are subject to annual appropriations by each Party's respective governing body.
- (e) The Parties agree that each is an independent contractor of the other and not an agent, servant, joint enterpriser, joint venture or employee of the other Party to this Agreement.

- (f) The Parties agree and acknowledge that nothing in this Agreement is intended to create any third-party beneficiary status to any person not a party to this Agreement. No party other than Garland and Rowlett may claim a benefit pursuant to this Agreement.
- (g) The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

EXECUTED in duplicate original counterparts effective upon the date listed on page one as indicated above.

CITY OF GARLAND, TEXAS
a Texas home-rule municipality

BY: _____
Bryan L. Bradford, City Manager

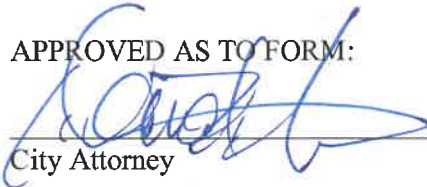
APPROVED AS TO FORM:

Stephen M. Hines, Sr. Asst. City Attorney

CITY OF ROWLETT, TEXAS
a Texas home-rule municipality

BY: _____
Brian Funderburk, City Manager

APPROVED AS TO FORM:

_____
City Attorney



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

9.

Meeting Date: 09/14/2021

Item Title: Holford Road (PGBT to Naaman Forest Boulevard) - Right of Way

Submitted By: Rick Galceran, Capital Project Management Director

Summary of Request/Problem

Holford Road (from PGBT to Naaman Forest Boulevard) is currently a two-lane asphalt street. It is being reconstructed to a divided concrete street with curbs and dedicated bike lanes and trails, which requires additional land/right-of-way. Since the approval of the 2019 Bond Program, Staff has been working with its consultants to acquire the necessary real property to reconstruct Holford Road. One (1) purchase agreement has been successfully negotiated with a property owner for the acquisition of real property needed to move forward with the project.

Recommendation/Action Requested and Justification

Council is requested to consider by minute action the approval of one (1) purchase agreement negotiated to date with the property owner in the amount of \$803,340.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

10.

Meeting Date: 09/14/2021

Item Title: Consider an ordinance authorizing the issuance of Tax Notes, Series 2021

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the August 16, 2021 Work Session, Council considered authorizing the issuance of tax notes in the amount of approximately \$29 million. The proceeds from Tax Notes have become an important funding source for the City's annual Street Reconstruction and Improvement Program, which totals \$29.8 million in the FY 2021-22 Proposed Budget. In addition, tax notes allow the City to manage the debt service tax rate and fund capital improvements without increasing the City's long-term debt burden. The notes will be paid off within one year.

Recommendation/Action Requested and Justification

Approval of this request will provide additional funding in the FY 2021-22 Proposed Budget for street and infrastructure improvements with no impact to the debt service tax rate.

Attachments

Ordinance

ORDINANCE NO. ____

AN ORDINANCE authorizing the issuance of "CITY OF GARLAND, TEXAS, TAX NOTE, SERIES 2021"; specifying the terms and features of said note; levying a continuing direct annual ad valorem tax for the payment of said note; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said note, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended, the City Council of the City of Garland, Texas (the "City") is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work; (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes; and (iii) for professional services rendered in relation to such projects and purposes and the financing thereof; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1431, as amended, the City Council hereby finds and determines that an anticipation note should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (i) constructing and improving streets within the City, including related traffic signalization, signage, sidewalks, streetscaping, landscaping and drainage improvements, the relocation of utilities affected by such street improvements and the acquisition of rights-of-way therefor; (ii) acquiring, constructing, renovating, improving and equipping municipal facilities; (iii) improving and equipping the Firewheel golf course; (iv) acquiring equipment for the streets and parks and recreation departments; (v) acquisition of firefighting equipment and (vi) professional services rendered in relation to such projects and purposes and the financing thereof (collectively, the "Projects"); now, therefore,

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

SECTION 1. Recitals - Authorization - Designation - Principal Amount - Purpose. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Note of the City shall be and is hereby authorized to be issued in the aggregate principal amount of \$[29,355,000], to be designated and bear the title "CITY OF GARLAND, TEXAS, TAX NOTE, SERIES 2021," for the purpose of paying contractual obligations to be incurred for the Projects, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1431 as amended.

The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term "Note" shall mean any such note.

SECTION 2. (a) Fully Registered Obligation - Note Date - Denomination - Number - Stated Maturity - Interest Rate. The Note shall be issued as a fully registered obligation only, shall be dated the date of delivery (the "Note Date"), in the denomination and principal amount of \$[29,355,000], numbered R-1, with any note issued in replacement thereof being in the denomination of the full principal amount of the series of which the Note is issued and numbered consecutively from R-2 upward, and shall become due and payable on November 15, 2022 (the "Stated Maturity").

The Note shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (anticipated to be September 30, 2021) at the rate of []% per annum. The amount of interest

to be paid on the Note shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable on February 15, 2022, May 15, 2022, August 15, 2022 and at maturity on November 15, 2022 or upon prior redemption.

The foregoing notwithstanding, upon the occurrence of a default in the payment of principal or interest on the Note, the Note thereafter will bear interest at the rate of []% per annum (the "Default Rate") until the payment default has been cured by the City or the Note have been paid in full, whichever is the earlier to occur. Upon the cure of a payment default, the Note will cease bearing interest at the Default Rate and resume bearing interest at the regular interest rate.

(b) Definitions and Provisions Regarding Interest on the Note after a Determination of Taxability. In the event a Determination of Taxability occurs, the Note shall bear interest at the Taxable Rate effective as of the effective date of the Determination of Taxability. Interest at the Taxable Rate will be computed on the basis of a 360-day year of twelve 30-day months and be payable on scheduled interest payment dates as set forth in Section 2(a) above.

(1) "Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) *City Acknowledgment:* On the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) *IRS Notice to City:* On the date when the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iii) *IRS Notice to Holder:* On the date when the City shall receive notice from a Holder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Holder the interest on the Note due to the occurrence of an Event of Taxability; provided, however, no Determination of Taxability shall occur under clause (ii) or (iii) of this definition unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined.

(2) "Event of Taxability" means a (i) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Note) which has the effect of causing interest paid or payable on the Note to become includable, in whole or in part, in the gross income of a Holder thereof for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Note to become includable, in whole or in part, in the gross income of such Holder or former Holder for federal income tax purposes.

(3) "Taxable Rate" means []%.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Note, due and payable by reason of maturity or otherwise, shall be payable only to the registered owner or holder of the Note (hereinafter called the "Holder") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holder.

The selection and appointment of [] to serve as Paying Agent/Registrar for the Note is hereby approved and confirmed. Books and records relating to the registration, payment, transfer, and exchange of the Note (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Note. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Note is paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Note. Upon any change in the Paying Agent/Registrar for the Note, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Note shall be payable at the Stated Maturity, only upon presentation and surrender of the Note to the Paying Agent/Registrar at its designated offices (provided that the Holder shall only be required to present the Note for payment on the Stated Maturity), initially in [CITY, STATE], or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Note shall be paid to the Holder whose name appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by wire transfer to the wiring instructions of the Holder provided to the City or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Note shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where either the Paying Agent/Registrar or the Designated Payment/Transfer Office is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption. (a) Optional Redemption. The Note shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, on February 15, 2022 and on any business day thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least ten (10) days prior to a redemption date for the Note (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem the Note and the date of redemption therefor.

(c) Notice of Redemption. Not less than three (3) days prior to a redemption date for the Note, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, or by such other method as the Paying Agent/Registrar shall deem appropriate and effective, to the Holder of the Note to be redeemed in whole at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Note, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Note or portion of the Note to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, or such prerequisites are not satisfied, such notice shall be of no force and effect, the City shall not redeem the Note or such portion of the Note and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Note has not been redeemed.

All notices of redemption shall (i) specify the date of redemption for the Note, (ii) identify the portion of the Note to be redeemed, (iii) state the redemption price, (iv) state that the Note shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Note shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Note. If the Note or a portion of the Note is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, the Note or such portion of the Note shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of the Note or such portion at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

SECTION 5. Registration - Transfer - Exchange of Note - Predecessor Note. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of each Note issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. A Note may be transferred or exchanged for a Note of the same outstanding principal amount by the Holder, in person or by his or her duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his or her duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of a Note for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one new Note having the same Stated Maturity and of a like outstanding principal amount as the Note surrendered for transfer.

At the option of the Holder, a Note may be exchanged for another Note of the same outstanding principal amount and having the same Stated Maturity, and bearing the same rate of interest, upon surrender

of the Note to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever a Note is surrendered for exchange, the Paying Agent/Registrar shall register and deliver a new Note to the Holder requesting the exchange.

A Note issued in any transfer or exchange of a Note shall be delivered to the Holder at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holder, and, upon the registration and delivery thereof, the same shall be the valid obligation of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Note surrendered in such transfer or exchange.

All transfers or exchanges of a Note pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

SECTION 6. Execution - Registration. The Note shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Note shall be manual or facsimile. A Note bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Note Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Note to the initial purchaser(s) and with respect to Note delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8.C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 8.D, manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon a Note shall be conclusive evidence, and the only evidence, that the Note has been duly certified, registered, and delivered.

SECTION 7. Initial Note. The Note herein authorized shall be initially issued as a single fully registered note in the total principal amount referenced in Section 1 hereof, with the principal amount to become due and payable as provided in Section 2(a) hereof and numbered R-1 and, the initial Note shall be registered in the name of the initial purchaser or the designee thereof. The initial Note shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser.

SECTION 8: Forms.

A. Forms Generally. The Note, the Registration Certificate of Paying Agent/Registrar, the form of Assignment to be printed on each Note, and the Registration Certificate of the Comptroller of Public

Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Note is purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Note as evidenced by their execution. Any portion of the text of the Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

A Note shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Note as evidenced by their execution thereof.

B. Form of Note.

REGISTERED
NO. R-[1]

REGISTERED
\$ _____

UNITED STATES OF AMERICA STATE OF TEXAS
CITY OF GARLAND, TEXAS
TAX NOTE
SERIES 2021

Note Date:

Stated Maturity:

Initial Delivery Date:

Registered Owner:

Principal Amount:

The City of Garland (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Dallas, Collin and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the initial date of delivery stated above (unless this Note is transferred or assigned, then interest shall be paid from the date of such transfer or assignment, which date shall be clearly indicated on the Note) at the rate of []% per annum. The amount of interest to be paid on this Note shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable on February 15, 2022, May 15, 2022, August 15, 2022 and at maturity on November 15, 2022 or upon prior redemption. From and after the occurrence of a default in the payment of the principal or interest on this Note, the Note thereafter will bear interest at the Default Rate described in the Ordinance. From and after the occurrence of a Determination of Taxability, this Note thereafter will bear interest at the Taxable Rate described in the Ordinance.

Principal of this Note is payable at its Stated Maturity or upon its prior redemption to the Registered Owner hereof, upon presentation and surrender, at the [CITY, STATE] office (the "Designated Payment/Transfer Office") of [] (the "Paying Agent/Registrar"), provided that the

Holder shall only be required to present this Note for payment on the Stated Maturity. Interest is payable to the Registered Owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by wire transfer to the wiring instructions of the Holder provided to the City or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where either the Paying Agent/Registrar or the Designated Payment/Transfer Office is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Note shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, on February 15, 2022 and on any business day thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least ten (10) days prior to a redemption date for this Note (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem this Note and the date of redemption therefor.

Not less than three (3) days prior to a redemption date for this Note, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to the Holder of this Note in whole at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for this Note, (ii) identify the portion of this Note to be redeemed, (iii) state the redemption price, (iv) state that this Note shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for this Note shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of this Note. If this Note has been called for redemption and notice of redemption has been duly given as hereinabove provided, this Note shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of this Note at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

With respect to any optional redemption of this Note, unless moneys sufficient to pay the principal of and premium, if any, and interest on this Note to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem this Note and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that this Note has not been redeemed.

This Note is issued in the aggregate principal amount of \$[29,355,000] for the purpose of paying contractual obligations to be incurred for (i) constructing and improving streets within the City, including related traffic signalization, signage, sidewalks, streetscaping, landscaping and drainage improvements, the relocation of utilities affected by such street improvements and the acquisition of rights-of-way therefor; (ii) acquiring, constructing, renovating, improving and equipping municipal facilities; (iii) improving and equipping the Firewheel golf course; (iv) acquiring equipment for the streets and parks and recreation departments; (v) acquisition of firefighting equipment and (vi) professional services rendered in relation to such projects and purposes and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

This Note is payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar and to all of the provisions of which the Registered Owner or Holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the provisions relating to an adjustment in interest rate; the description of and the nature and extent of the tax levied for the payment of this Note; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owner or Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its Stated Maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, a new fully registered Note of the same Stated Maturity, having the same outstanding principal amount, and bearing the same rate of interest, will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Note is duly authorized by law; that all acts, conditions and things required

to exist and be done precedent to and in the issuance of this Note to render the same a lawful and valid obligation of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that this Note does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on this Note by the levy of a tax as aforesated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Note to be duly executed under the official seal of the City as of the Note Date.

CITY OF GARLAND, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

C. Form of Registration Certificate of Comptroller of Public Accounts to appear on initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

THE STATE OF TEXAS (
OFFICE OF THE COMPTROLLER (REGISTER NO. _____
OF PUBLIC ACCOUNTS (

I HEREBY CERTIFY THAT this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to appear on the Note.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in [CITY, STATE] is the "Designated Payment/Transfer Office" for this Note.

[_____
[CITY, STATE]
as Paying Agent/Registrar

Registration Date: _____ By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or
typewrite name, address, and zip code of transferee:)

number: _____ (Social Security or other identifying
thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution
in the premises.

Dated: _____

Signature guaranteed:

NOTICE: The signature on this assignment
must correspond with the name of the Holder as
it appears on the face of the within Note in
every particular.

SECTION 9. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Note, being (i) the interest on the Note and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Note shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on the Note while outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed, and collected for and on account

of the Note shall be kept and maintained by the City at all times while the Note is outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Note shall be deposited to the credit of a "Special 2021 Note Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Note.

The Mayor, City Manager, Finance Director and City Secretary, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Note, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Note as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Note.

The City has sufficient current funds available and such funds are hereby appropriated to make the payments to become due on the Note on February 15, 2022, May 15, 2022, August 15, 2022 and November 15, 2022, and the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amounts to become due on the Note on February 15, 2022, May 15, 2022, August 15, 2022 and November 15, 2022.

SECTION 10. Mutilated, Destroyed, Lost and Stolen Note. In case a Note shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same outstanding principal amount and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost, or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost, or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation and shall be entitled to all the benefits of this Ordinance; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Note.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Notes.

SECTION 11. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holder, the principal of, premium, if any, and interest on the Note, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holder shall thereupon cease, terminate, and be discharged and satisfied.

The Note or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full the Note or the principal amount thereof at the Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting

firm or nationally recognized verification agent to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on the Note, or the principal amount thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Note to be treated as an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Note, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Note and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Note shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas, including Title 6 of the Texas Property Code, as amended.

The term "Government Securities," as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Note under the then applicable laws of the State of Texas.

SECTION 12. Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holder from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains outstanding except as permitted in this Section. The City may, without the consent of or notice to the Holder, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holder, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of the Holder, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of the Holder of the Note, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Note, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Note, or (2) change the requirement with respect to Holder consent to any such amendment, addition, or rescission.

SECTION 13. Covenants Regarding Tax-Exemption of Interest. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Note

or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Note being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Note, other than investment property acquired with:

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Note or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Note in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the

"Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation any Holder. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, City Manager or Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 14. Sale of the Note - Purchase Letter. The offer of [] and its successors and assigns (herein referred to as the "Purchaser") to purchase the Note for cash for the par value thereof in accordance with the Purchase Letter, dated the date of the final passage of this Ordinance, is hereby accepted, and the sale of the Note to said Purchaser is hereby approved and authorized and determined to be in the best interest of the City. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Letter for and on behalf of the City and as the act and deed of this Council. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

There is no Official Statement or other offering document relating to the Note.

SECTION 15. Control and Custody of the Note. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, and shall take and have charge and control of the initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the initial purchasers.

Furthermore, the Mayor, City Manager, Finance Director and City Secretary, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Note, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Note, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Note to the Purchaser, and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the initial Note to the Purchaser.

SECTION 16. Proceeds of Sale. The proceeds of sale of the Note, excluding the amounts designated to pay the costs of issuance of the Note, shall be deposited in a construction fund maintained at a City depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in legally authorized investments, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund or another fund created for the payment of the Note.

SECTION 17. Notices to Holder - Waiver. Wherever this Ordinance provides for notice to the Holder of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by the Holder shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18. Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Note previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 19. Legal Opinion. The Purchaser's obligation to accept delivery of the Note is subject to being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., approving the Note as to its validity, said opinion to be dated and delivered as of the date of delivery and payment for the Note. An executed counterpart of said opinion is hereby authorized to be printed on or attached to the Note. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Note is hereby approved and confirmed, and the execution and delivery of an engagement letter between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor (or in the absence of the Mayor, the Mayor Pro-Tem) of the City and the Mayor, the City Manager or the Finance Director of the City is hereby authorized to execute such engagement letter.

SECTION 20. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holder, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holder.

SECTION 21. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 22. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Note. In addition, prior to the initial delivery of the Note, the Mayor, Mayor Pro Tem, City Manager, Finance Director or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Note by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 23. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24. Effect of Headings. The Section headings herein are for convenience of reference

only and shall not affect the construction hereof.

SECTION 25. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 27. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 28. Effective Date. This Ordinance shall take effect and be in force immediately from and after its passage in accordance with Texas Government Code, Section 1201.028, as amended, and it is so ordained.

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PASSED AND ADOPTED, this September 14, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

11.

Meeting Date: 09/14/2021

Item Title: Resolution Encouraging Face Coverings and COVID-19 Vaccinations

Submitted By: Brian England, Deputy City Attorney

Summary of Request/Problem

Council previously discussed passing and approving a resolution encouraging persons entering City facilities to wear face coverings, as well as utilize the hand sanitizers stations at the entrances of city owned facilities, and for persons eligible to receive COVID-19 vaccines to become fully vaccinated.

Recommendation/Action Requested and Justification

Approve the resolution.

Attachments

Resolution Face Covering

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARLAND, TEXAS, ENCOURAGING THE USE OF FACE COVERINGS AND HAND SANITIZER FOR ALL PERSONS ENTERING CITY OWNED FACILITIES; AND ENCOURAGING THE EMPLOYEES AND CITIZENS OF GARLAND TO RECEIVE THE COVID-19 VACCINATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the COVID-19 emergency as described in a series of Governor Abbott's Executive orders, as well as in prior ordinances and statements of the City of Garland, remains and will apparently continue for some time into the future;

WHEREAS, COVID-19 is a highly contagious coronavirus that remains a health hazard to residents of the City of Garland and a significant threat to vulnerable populations and the people of the City of Garland;

WHEREAS, the Centers for Disease Control and Prevention (CDC) recommend the use of face coverings to slow the spread of the COVID-19 coronavirus and to help prevent people who may unknowingly have the virus from transmitting it to others;

WHEREAS, the City Council recognizes the potentially disastrous effects COVID-19 could have, and has had, on its citizens and employees;

WHEREAS, the City Council is committed to providing a safe environment for employees and visitors of city owned facilities;

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

Section 1

That all persons entering city owned facilities are strongly encouraged to wear face coverings or face shields over their nose and mouth, as well as utilize the hand sanitizer stations at the entrances of city owned facilities.

Section 2

All persons who are eligible to receive the COVID-19 vaccine and who do not have a medical condition that prevents them from safely receiving a vaccination are strongly encouraged to become fully vaccinated.

Section 3

That this Resolution shall be and become effective immediately upon and after its passage and approval and shall remain in effect until the City Council of the City of Garland, Texas, amends, rescinds, or suspends this Resolution or until the Governor declares an end to the COVID-19 State of Emergency, whichever occurs first.

PASSED AND APPROVED this the 14th day of September, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

12.

Meeting Date: 09/14/2021

Item Title: Use of Eminent Domain Authority for Property Related to Construction of Fire Station No. 1

Submitted By: Rick Galceran, Capital Project Management Director

Summary of Request/Problem

Garland Voters approved Proposition B, an authorization for the City to issue obligation bonds for, among other things, the acquisition of property for the location of, and the construction of, a new Fire Station No. 1 complex. The new fire station will be located on an area of land east of First Street, north of Avenue D and south of Avenue B. This area has been commonly referred to as "the Triangle." Because the City does not already own all the property upon which the project will be constructed, the City has engaged in an effort to acquire the property. The City has been able to negotiate with most of the property owners in the Triangle to acquire the necessary property interests. However, the City has not been able to successfully negotiate a final purchase price with the owners of seven remaining parcels. The City continues to negotiate with additional landowners in an effort to finalize the purchase of these properties by agreement. However, if such negotiations are unsuccessful, it will be necessary to institute eminent domain procedures.

Recommendation/Action Requested and Justification

Council is requested to approve a resolution authorizing the acquisition of the property rights described in the proposed resolution. The City has been able to negotiate with most property owners in the Triangle to acquire the necessary property interests. However, the City has not been able to successfully negotiate a final purchase price with five (5) owners for seven (7) parcels. The owners are named in the proposed resolution. A single resolution may be adopted for all of the units of property to be condemned if: (1) the motion to approve is made in a manner specified in the Texas Government Code; and (2) the minutes of the meeting reflect that the vote applies to all of the units of property to be condemned. State law requires particular wording to be used in a motion to adopt a resolution authorizing the initiation of condemnation proceedings. The City Attorney will provide in written form the appropriate wording of the motion.

The motion and resolution will authorize the acquisition of property interests in the following properties located in Garland, Dallas County, Texas:

421 Allen, being Lot 13, in Block E, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page

423 of the Map Records of Dallas County, Texas;

413 Ford, being Lots 8 and 9, in Block D, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

413 Allen, being Lot 11, Block E, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

442 Allen, being Lot 1, in Block F, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

407 Ford, being Lots 10 and 11, in Block D, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

438 Allen – Lot 2, in Block F, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 423, of the Map Records of Dallas County, Texas; and

621 E Ave D – Lot 5, in Block G, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 423, of the Map Records of Dallas County, Texas.

Attachments

Triangle Condemnation Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARLAND, TEXAS FINDING AND DETERMINING THAT THE PUBLIC NECESSITY AND CONVENIENCE REQUIRE THE ACQUISITION OF VARIOUS PROPERTY RIGHTS LOCATED EAST OF FIRST STREET, NORTH OF AVENUE D AND SOUTH OF AVENUE B, IN THE CITY OF GARLAND, TEXAS SITUATED IN THE 1ST INSTALLMENT COOPERS ADDITION, IN THE CITY OF GARLAND, COUNTY OF DALLAS, TEXAS, SAID PROPERTY INTERESTS BEING MORE PARTICULARLY DESCRIBED BELOW; PROVIDING AUTHORIZATIONS TO ACQUIRE SUCH PROPERTY RIGHTS BY PURCHASE OR CONDEMNATION AND MAKING CERTAIN FINDINGS PERTAINING THERETO; PROVIDING FURTHER AUTHORIZATIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Garland, ("Garland"), has found and determined the need to acquire property rights necessary to construct a fire station complex, which will necessitate the acquisition of property in an area east of First Street, North of Avenue D and South of Avenue B("Project");

WHEREAS, public convenience and necessity requires acquisition of the properties described below (referred to collectively as the "Properties"), which exhibits are attached hereto and incorporated herein by reference, for the construction, operation, and maintenance of the Project;

WHEREAS, Garland is required to make an initial offer as defined by, and in compliance with, Texas Property Code §21.0111 ("Initial Offer"), and a bona fide offer, as defined by, and in compliance with, Texas Property Code §21.0113 ("Final Offer") to acquire the Properties for public use from the Property Owners (as hereinafter defined) voluntarily before beginning the acquisition of the Properties through a condemnation proceeding;

WHEREAS, the Properties are located in the City of Garland, Dallas County, Texas as described below, and the fee owners of the Properties are as follows:

Kenneth A. Hooper: 421 Allen - Lot 13, in Block E, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$42,000;

Joe Ford: 413 Ford, 413 Allen, and 442 Allen - Lots 8 and 9, in Block D, of the 1st Installment Coopers Addition, an Addition

to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas; and Lot 11 in Block E, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas; and Lot 1 in Block F, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$23,500; \$18,000; and \$28,500;

Estate of Gertrude Ford: 407 Ford - Lots 10 and 11, in Block D, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$60,000;

Roy Lee Ford: 438 Allen - Lot 2, in Block F, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$30,000;

Munoz Auto Repair: 621 E Ave D - Lot 5, in Block G, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 423, of the Map Records of Dallas County, Texas;

Amount Offered: \$39,336;

(collectively, "Property Owners")

WHEREAS, an independent professional appraisal report of each of the Properties has been ordered , and after receipt of the appraisals, the City Manager or his designee will establish just compensation for the Properties based on the appraisal and fair market value of the Properties and any applicable fees necessary to acquire the Properties;

WHEREAS, Garland, through agents or representatives employed by or contracted with Garland, has entered into good faith negotiations with the owners of the Properties in order to acquire necessary property rights on the Properties for the Project, and has been

unsuccessful in acquiring the necessary property rights on the Properties; and

WHEREAS, in conjunction with the enactment of this Resolution, Garland authorized the initiation of eminent domain proceedings to acquire property rights to the Properties at a public meeting by a record vote, and the notice for the public meeting included all required information, including the consideration of the use of eminent domain to condemn property as an agenda item;

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

Section 1

That Garland, its staff, and its attorneys are specifically authorized to purchase property rights of the Properties; that the public convenience and necessity requires the acquisition of easement rights on the Properties for the public purpose of the Project; that Garland has made a good faith effort to negotiate a voluntary acquisition of easement rights on the Properties; that it appears to Garland that further negotiations to purchase easement rights on the Properties voluntarily would be futile; that the public necessity requires the condemnation of Properties for the Project; and that Garland, its staff, and its attorneys are hereby authorized and directed to institute proceedings in eminent domain against the owners of the Properties, and against all other owners, lienholders, or holders of an interest in the Properties, in order to acquire easement rights on the Properties.

Section 2

That Garland, its staff, and its attorneys are hereby authorized to do all things necessary and proper to carry out the intent and purpose of this Resolution, including determination of the property rights that are proper and necessary for the Project.

Section 3

It is the intent of the City Council that this Resolution authorize the City Manager and City Attorney, or their designees, to perform all steps necessary to obtain the Properties necessary for the Project, whether through negotiation or condemnation, including the expenditure of funds.

Section 4

It is the intent of the City Council that this Resolution authorize the condemnation of all property required for the construction, improvement, maintenance and reconstruction of a fire station complex on the property in an area east of First Street, North of Avenue D and South of Avenue B located in the City, to serve the public and citizens of the City.

Section 5

If it is determined that there are scrivener errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or his designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council Ordinance authorizing condemnation of the corrected or revised property.

Section 6

Following an award by the Special Commissioners or a judgment of a court of competent jurisdiction on appeal from a Special Commissioners' award, the City Manager or his designee, is hereby authorized to make payment in an amount not to exceed the Special Commissioners' award or the judgment of a court of competent jurisdiction, to enable the City to take possession of the Properties without further action of the City Council. However, nothing contained herein shall be interpreted to limit the spending authority of the City Manager granted by Council Resolution or Policy. It is the intent of the City Council that this Resolution grants the City Manager the authority, in addition to the authority granted by Council policy, to settle disputes related to the value of the Properties.

Section 7

That this Resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this the _____ day of September, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

13.

Meeting Date: 09/14/2021

Item Title: Public Hearing on Proposed FY 2021/2022 Tax Rate

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

The Texas Property Tax Code, Section 26.05 (d), provides that a governing body may not adopt a tax rate that exceeds the lower of the voter approval rate or the no new revenue tax rate until the governing body has held a public hearing on the proposed tax rate and has otherwise complied with Section 26.06 and Section 26.065. The 2021-22 proposed budget is based on a tax rate of 75.6965 cents per \$100 of valuation, which exceeds the no new revenue tax rate of 72.0713 cents per \$100 of value.

Proposed Tax Rate

(Cents Per \$100 of Value)

	2020-2021	2021-2022	
	Current	Proposed	Change
<i>O&M</i>	39.40	38.1365	-3.3 %
<i>Debt Service</i>	37.56	37.56	0%
<i>Total Tax Rate</i>	76.96	75.6965	-1.6%

Recommendation/Action Requested and Justification

Open Public Meeting.

Take Public Comment.

Close public hearing and Mayor should read the following statement:

The tax rate is scheduled for adoption this evening, Tuesday, September 14, 2021.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

14.

Meeting Date: 09/14/2021

Item Title: Ordinance to Ratify the Property Tax Revenue

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

Consideration of an Ordinance to ratify the property tax revenue in the 2021-22 Budget as a result of the City receiving more revenues from property taxes in the 2021-22 Budget than in the previous fiscal year; and providing an effective date.

Recommendation/Action Requested and Justification

As required by Local Government Code 102.007, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council (a) one vote to "ratify" the property tax revenue increase reflected in the Budget (b) one vote to adopt the Budget, and (c) one vote to adopt the tax rate. This Ordinance ratifies the property tax revenue increase as reflected in the 2021-22 Budget by adding the following statement:

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$8,151,701 OR 6.32% AND OF THAT AMOUNT \$2,097,469 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

An ordinance reflecting the ratification of the property tax revenue increase will be prepared for the Mayor's signature upon final vote and approval from the City Council.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

15.

Meeting Date: 09/14/2021

Item Title: Adoption of 2021-22 Budget

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

Adoption of the Budget for 2021-22. In accordance with the City Charter, the City Manager presented his recommended Budget for fiscal year 2021-22 to the City Council on August 3, 2021.

Copies were made available for public inspection at the City libraries, at the City Secretary's Office, and on the City's website. Public Hearings were held on August 17, August 26, and September 13, 2021.

An ordinance reflecting final decisions regarding the Budget for 2021-22 and revised budgets will be prepared for the Mayor's signature upon final direction from the City Council.

Two votes are required. See Attachment for process and wording.

Recommendation/Action Requested and Justification

Approve the Budget for the City of Garland for fiscal year 2021-22. **(See specific process in Attachment - two votes required.)**

Attachments

Proposal to Vote on Budget

Proposal to Vote on Proposed Budget for 2021-22

Required Motion Wording

1. "Mayor, I move to ratify the property tax rate reflected in this budget."

Second

[VOTE]

2. "I move to approve the budget [as submitted] [as amended]."

Second

[VOTE]



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

16.

Meeting Date: 09/14/2021

Item Title: Adoption of 2021-22 Property Tax Rate

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

The City Council has considered an Ad Valorem Tax Rate of 75.6965 cents per \$100 of valuation for the fiscal year beginning October 1, 2021. All meetings, notices and public hearing requirements related to the adoption of the Tax Rate have been met in accordance with State law.

Proposed Tax Rate

	2020-2021	2021-2022	
	Current	Proposed	Change
<i>O&M</i>	39.40	38.1365	-3.3 %
<i>Debt Service</i>	37.56	37.56	0%
<i>Total Tax Rate</i>	76.96	75.6965	-1.6%

Recommendation/Action Requested and Justification

Approve an ordinance setting the Ad Valorem Tax Rate at 75.6965 cents per \$100 of valuation for 2021-22.

Attachments

2021 Motion to Approve
2021 Tax Ordinance

Proposal to Vote on Proposed Tax Rate for 2021-22

Required Motion Wording

Mayor, "I move that the property tax rate be increased by the adoption of a tax rate of 75.6965 cents per \$100 of valuation which is effectively a 3.39% percent increase in the tax rate."

1. "I move first that the rate for debt service be approved in the amount of thirty-eight and one thousand three hundred and sixty-five ten-thousandths of a cent."

Second

[VOTE]

2. "I move now that the rate for maintenance and operations be approved in the amount of thirty-seven and fifty-six hundredths of a cent.?"

Second

[VOTE]

ORDINANCE NO.

AN ORDINANCE FIXING THE TAX RATE AND TAX LEVY FOR THE CITY OF GARLAND, TEXAS, FOR THE FISCAL YEAR 2021-22 UPON ALL TAXABLE PROPERTY IN THE CITY OF GARLAND, TEXAS IN CONFORMITY WITH THE LAWS OF THE STATE OF TEXAS AND THE CHARTER PROVISIONS AND ORDINANCES OF THE CITY OF GARLAND, TEXAS; REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That there is and shall be levied and shall be assessed and collected for the fiscal year 2021-22 an Ad Valorem Tax of Seventy-Five and Six Thousand Nine Hundred and Sixty-Five Ten Thousandths of a Cent (\$.756965) on each One Hundred Dollar (\$100.00) assessed value of property located within the city limits of the City of Garland, made taxable by law, which taxes, when collected, shall be appropriated among the funds and departments of the City of Garland for the purposes set forth as follows:

For the General Fund – Operations and Maintenance	\$0.381365
For the Purpose of Paying the Accrued Interest and to Provide a Sinking Fund for General Obligation Bonds And Certificates of Obligation	<u>\$0.375600</u>
TOTAL	<u>\$0.756965</u>

Section 2

That the Ad Valorem Tax rate of Seventy-Five and Six Thousand Nine Hundred and Sixty-Five Ten Thousandths of a Cent (\$.756965) as set forth in Section 1 above is hereby levied and shall be assessed and collected on each One Hundred Dollars (\$100) assessed value of property located within the City of Garland, as valued by the Dallas Central Appraisal District of Dallas County, Collin Central Appraisal District of Collin County and the Rockwall Central Appraisal District of Rockwall County and made taxable to the City of Garland by law. Assessed value, as used herein, means 100% of market value less the 10% homestead exemption when, where and if such exemption is applicable.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.39 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$11.61

MARKET VALUE

ASSESSED VALUE

\$100,000

\$90,000

TAX: (\$90,000/\$100) X (\$0.381365 - \$0.368469)

\$11.61

Section 4

That the Tax Manager of the City of Garland is hereby directed to assess, extend, and enter upon tax rolls of the City of Garland, Texas, for the current taxable year, the amounts and rates herein levied and to keep a current account of same and, when so collected, the same to be deposited in the depository of the City of Garland to be distributed in accordance with this Ordinance.

Section 5

That all ordinances, or parts of ordinances, in conflict herewith are expressly repealed.

Section 6

That this Ordinance shall take effect on October 1, 2021.

PASSED AND APPROVED by the affirmative record vote of a super-majority of not less than sixty percent of the members of the City Council of the City of Garland, Texas, voting in favor thereof at a public meeting held at 200 North Fifth Street, Garland, Texas (City Hall, Council Chambers), on the 14th day of September, 2021.

CITY OF GARLAND, TEXAS

Scott LeMay, Mayor

ATTEST:

Rene Dowl, City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

17.

Meeting Date: 09/14/2021

Item Title: Rate and Fee Changes for 2021-22

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

In considering the 2021-22 Proposed Budget, the City Council reviewed the adjustments to existing rates and fees. Revenue estimates included in the 2021-22 Operating Budget are based on these actions.

Area	Fee Being Adjusted	Effective Date
Wastewater	• Rates for Service	October 1, 2021
Sanitation	• Rates for Service	October 1, 2021
Building Inspection	• Residential Construction: Demolition • Residential or Non-Residential Screening Wall • Commercial and Non-Residential Construction: • Demolition • Parking Lot Paving	October 1, 2021
Engineering	• Engineering Review & Inspection: • Parking Lot • Subdivision • Non-Residential Building or Multi-Family	October 1, 2021
Fire	• Per Event Operational Permits • Carnivals & Fairs • Hazardous Materials • High-Piled Storage • Open Flames & Candles • Pyrotechnic Special Effects Material • Temp Membrane Structures & Tents • Construction Permits • Fire Alarm Systems • Fire Sprinkler System • Automatic FES except sprinklers	October 1,

Fire	• Fire Pumps & Related Equipment • Standpipe Systems • Electronic Access Control Systems • First Reinspection/retest • Subsequent Inspection/tests • Required Inspections • 0 to 2,000 square feet • 2,001 to 4,999 square feet • 5,000 to 19,999 square feet • 20,000 to 99,999 square feet • New Certificate of Occupancy	2021
Health - Animal Services	• Home Quarantine • Pick-up from Vet • Rabies Shots • Permit Residential • Permit Commercial • Rabies Shipment • Traps Deposit - Large & Small	October 1, 2021
Environmental Health	• Full Service Food Establishment • Fast Food Establishment • Sandwich/Ice Cream Establishment • Convenience Store • Supermarket • Food Processor • Daycare • Warehouse • Assisted Living Facility • Hospitals and Nursing Homes • Catering Trucks • Concession Stands • Registered Pool Operator Class • Pool Permit • Temporary Food Permit • Child Care Only (no food) • Food cart from establishment • Food cart- not from establishment	October 1, 2021
Landfill	• Disposal Fees at Transfer Station and Landfill for Commercial Contract (Per Ton)	October 1, 2021
	• Pre-Filing: • Planned Development Zoning • Planned Development - Amendment of conditions • Specific Use Provision - New construction or expansion • Specific Use Provision - Name or use change • Zoning Change Request • Preliminary, Final, or Replats	

Planning	• Residential Replat or Final Plat • Amending Plat • Downtown Development - Less than one acre • Downtown Development - One acre or above • 30-Day Application • Planned Development Zoning • Planned development - Amendment of conditions • Specific Use Provision - New construction or expansion • Specific Use Provision - Name or use change • Specific Use Provision - Residential less than one acre • Zoning Change Request • Preliminary, Final, or Replats • Residential Replat or Final Plat • Amending Plat • Minor Plat • Plat Vacation • Conveyance Plats • Downtown Development - Less than one acre • Downtown Development - One acre or above	October 1, 2021
Police	• Fingerprints • 1-2 Cards • 3 Cards • 4 Cards	October 1, 2021
PRCAD	• Room Rental • Senior Activity Center • Carver Senior Center • ID/Fitness Day Pass and Month Membership • League Fees	October 1, 2021

In considering the 2021-22 Proposed Budget, the City Council reviewed new fees. Revenue estimates included in the 2021-22 Operating Budget are based on these actions.

Area	Proposed New Fee	Effective Date
Fire	• Pre-Filing: • Planned Development Zoning (new or revised concept/detail plan) • Specific Use Provision - New construction or expansion • Preliminary, Final, or Replats	October 1, 2021

	• Amending Plats • Minor Plats • Conveyance Plats • Downtown Development Plan/Regulating Plan	
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In considering the 2021-22 Proposed Budget, the City Council reviewed the elimination of fees. Revenue estimates included in the 2021-22 Operating Budget are based on these actions.

Area	Elimination of Fee	Effective Date
Health - Animal Services	• Duplicate Tag	October 1, 2021
Library	• Overdue Materials • Books / Audio Books • DVDs	October 1, 2021

An ordinance will be prepared for the Mayor's signature once final direction has been given by the Council.

Adjustments to the existing EMS Fees for Residents & Non-Residents will be brought forward for City Council consideration at a later date.

Recommendation/Action Requested and Justification

Approve an ordinance making certain fee and rate adjustments, additions and eliminations, and establishing an effective date.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

18. a.

Meeting Date: 09/14/2021

Item Title: Z 20-44 CCM Engineering - Zoning (District 3)

Submitted By: Kimberly Hopkins, Development Planner

REQUEST

Approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units

Approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

LOCATION

2126 Rowlett Road

OWNER

Luckey McDowell

PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units. The Plan Commission also approved an Alley Waiver request. The Plan Commission further recommended a minimum 25-foot lot width for the proposed development. The applicant concurs with this recommendation and a PD Condition has been added accordingly.

The Plan Commission, by a vote of nine (9) to zero (0), also recommended approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units.

Approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

BACKGROUND

The applicant requests approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District and a Detail Plan for Single-Family Attached Townhouse units. The applicant proposes to develop the vacant property into a townhome community with forty-three (43) attached single-family units with an open space amenity area.

In addition to concurring with the Plan Commission's lot width recommendation, the applicant has responded to other design-related concerns raised during the meeting and has revised the townhouse elevations to provide an improved design. In addition, the applicant has added a visibility clip on the site plan near the corner of Roan and Rowlett Road.

SITE DATA

The subject property contains approximately 4.67 acres. The site has approximately 328 lineal feet along Rowlett Road and 821 lineal feet along Roan Road. The property has access from Rowlett Road and Roan Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Agricultural (AG) District which allows single-family residential use. The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future.

Single-Family uses on large lots are appropriate in this district; however, Single-Family Attached Townhouse Units are not allowed by right and require a re-zoning to Single-Family Attached (SFA) District.

CONSIDERATIONS

Detail Plan

1. The applicant proposes a Detail Plan for a development of townhouses. The Detail Plan shows forty-three (43) single-family attached townhouse units and open space amenities to be maintained by the homeowners association (HOA). In addition, the applicant is proposing 9.2 units per acre, therefore meeting the SFA GDC requirement.
2. The applicant request to deviate from some of the required SFA District development standards per Section 2.34 (Table 2-3) of the Garland Development Code (GDC). The table below indicates the deviations proposed.

Development Standards	Required	Proposed	Analysis
Lot Area	Minimum 2,000 SF	Minimum 1,925 SF	The proposed lot sizes range from 1,925 sf to 4,117 sf. The average lot size proposed is 2,327 square feet, and the

			density is 9.2 units per acre, within the 12 units per acre SFA maximum.
Lot Depth	Minimum 90 feet	Minimum 75 feet	The average lot depth proposed is 99 feet.
Garages	Garage offset 5-feet from front building face.	No garage setback from rest of the façade. However, garages will meet the 20-foot setback from the property line. (End Units only) No garage setback from the rest of the façade. However, the roofline cover shall be flushed with the garage facade. (Middle Units)	The applicant proposes additional design elements on the garage doors and has revised the elevations for an improved design.
Attached Units	Each structure may have no fewer than three and no more than six attached units.	Two attached units for Lots 17, 18, 19, and 20.	These two structures would function more like duplexes.

Screening and Landscaping

- The proposed landscape layout (Exhibit D) complies with the applicable screening and landscaping regulations of the GDC. Per the GDC, a screening wall is required along a thoroughfare Type “D” or greater. Rowlett Road and Roan Road are greater than Type “D” per the Thoroughfare Plan. Therefore, screening is required for this development. A six (6)–foot masonry wall, six (6)-foot iron fence w/ masonry columns, and a six (6) - foot wood fence with cap and metal posts is proposed for this development. The six (6) –foot masonry wall and six (6)–foot iron fence w/ masonry columns is located along Roan Road, the six (6)–foot masonry wall is located along Rowlett Road, and the six (6)–foot wood fence with cap and metal posts is located to the south and east of the property.

Amenities

Common open space area is included with the proposed development in accordance with the GDC. The amenity requirements of the SFA District per the GDC are satisfied. In addition, four (4) foot wide walking paths are proposed on the north side of the community through the 32,105-square-foot open space/amenity area, with sidewalks connecting throughout the community. The amenity area includes landscaping, benches, lighting, grills, and trash receptacles; creating a space for the residents to socialize outside of their home.

Garages

4. The proposed development will consist of front entry garages. The applicant is proposing to deviate from the following requirements per Section 4.84 (C)(2) listed below:

- Rear entry;
- “J” drives, for front entry properties
- “Swing” drives, for side entry properties; or
- Offset front entry with the garage door set back at least five feet behind the front building face.

The applicant is providing at least two (2) of the following architectural elements for each garage:

- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Upgraded carriage style garage doors or faux wood garage doors

All garages will meet the twenty (20) feet setback requirement per the GDC standards.

5. The design of the buildings otherwise comply with the applicable building design regulations of the GDC.

6. The applicant is not proposing a subdivision sign with the development. However, if a sign is proposed in the future it is required to meet GDC requirements.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject property. Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.

This use is compatible with the surrounding area and the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject site is surrounded by properties that are primarily zoned residential districts. The property to the north, across Roan Road, is zoned Agricultural (AG) District and has a single-family dwelling. The property to the south is zoned Agricultural (AG) District and is developed with a church. Further to the southwest is zoned Community Retail (CR) District and developed with a skating rink. To the south of that tract is zoned Single-Family (SF-7) and developed with single-family detached homes. The property to the east, across Roan Road, is zoned Planned Development (PD) District 72-14 and developed with single-family detached homes. The property to west, across Rowlett Road, is zoned Single-Family-10 (SF-10) District and Planned Development (PD) District 06-05. The Single-Family-10 (SF-10) area is developed

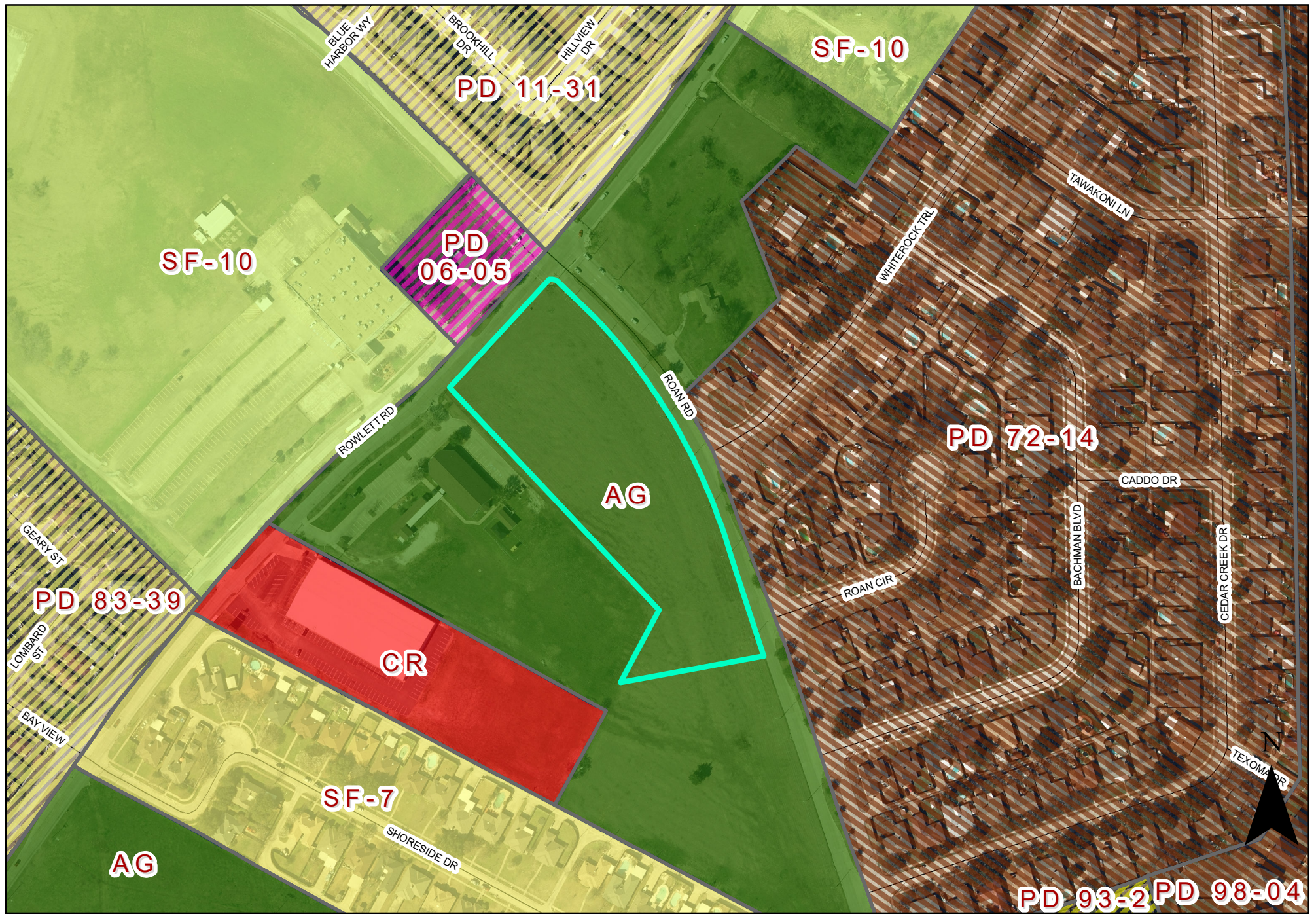
with an event center and the Planned Development (PD) District 06-05 is for Neighborhood Service Uses and developed with a single-family home.

Attachments

Z 20-44 CCM Engineering Attachments (Zoning)

Z 20-44 Responses

Z 20-44 CCM Engineering Staff Presentation



0 175 350 Feet
1 inch = 250 feet

Zoning Map Z 20-44



INDICATES AREA
OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 20-44

2126 Rowlett Road

- I. Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan for forty-three (43) Single-Family Attached (Townhome).
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, and Single-Family-Attached (SFA) District, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family-Attached(SFA) District as set forth in Chapter 2 of the Garland Development Code included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Detail Plan: Development shall conform to the Site Plan and Landscape Plan set forth in Exhibit C, Exhibit D, and Exhibit E; however, in the event of conflict between the Detail Plan and the written conditions contained in this ordinance, the written conditions shall control.

V. Specific Conditions:

- A. Permitted Uses: Only Dwelling, Single-Family-Attached (SFA) units are permitted.
- B. Maximum Number of Lots: A maximum of forty-three (43) single-family attached units is permitted.
- C. Minimum Lot Area: The minimum lot area is 1,925 square feet and as shown on the Detail Plan.
- D. Minimum Lot Depth: The minimum lot depth is seventy-five (75) feet and the lot depth is measured between the lot lines.
- E. Minimum Lot Width: The minimum lot width is twenty-five (25) feet.
- F. Garages:

- Front entry garages shall be allowed.
- End Units: No garage setback from rest of the façade. However, garages will meet the 20-foot setback.
- Middle Units: Roofline cover shall be flushed with the garage facade.
- Regardless of other setbacks, a street-facing garage door shall have a minimum of twenty (20) feet from the applicable street right of way line.
- "J" and "Swing" drives will not be required.

G. Additional Garage Architectural Elements: At least two (2) of the following architectural elements shall be provided for each garage:

- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Upgraded carriage style garage doors or faux wood garage doors

H. Garage Setbacks: All garages shall be setback a minimum of twenty (20) feet from the property line.

I. Alleys: Alleys will not be required with this development.

J. Attached Units: Lots 17, 18, 19, and 20 may be located within 2-unit structures as shown on Exhibit C.

K. Roof Pitch: Each dwelling unit must be constructed with a minimum roof pitch of 8:12.

L. Screening and Landscaping: Screening and landscaping shall be in conformance with the Landscape Plan set forth in Exhibit D.

M. Open Space and Amenities: Open Space and Amenities shall be provided as shown in Exhibit D.

N. Signage: All signs shall meet the Garland Development Code requirements.

O. Homeowners Association: A Homeowners Association

EXHIBIT B

shall be incorporated, and each lot/homeowner shall be a mandatory member. The bylaws and/or declaration of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct definition of the responsibility of each member; shall obligate the association, through assessment of homeowners, to maintain all open space areas; and other provisions as deemed appropriate to secure a sound and stable association.

- P. Maintenance of Open/Common Space and Landscaped Areas, Entry Features, Access Easements, and Amenities in HOA Lots: Pursuant to the declaration for the Homeowner's Association, the Homeowners Association shall be obligated to repair and maintain all common areas of the community (including open/common space, landscaped areas, entry features, access easements, and amenities in HOA lots) and the bylaws and/or declaration for the association shall authorize the association to pay for the cost thereof through the assessment of homeowners within the community.

REPORT & MINUTES

P.C. Meeting, August 16, 2021

Consideration of the application of **CCM Engineering**, requesting approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District to allow Single-Family Attached (SFA) (Townhouses) Uses. This property is located at 2126 Rowlett Road. (District 3) (File Z 20-44 - Zoning)

Kimberly Hopkins, Development Planner, presented the staff report.

There was discussion between the Plan Commission and staff regarding the responsibility of fencing maintenance, lot size, proposed aesthetics, amenity area, requirement of sidewalks, traffic study reviewed by the Transportation Department, lot width requirement, landscaping along the wrought iron fencing, and garage door styles.

Representing the applicant, Yigal Lelah, 1900 McKinney Avenue, Dallas, TX, provided a brief overview of the request.

Citizens speaking in opposition raised concerns regarding the proposed use, property devaluation, traffic, and ownership and maintenance of the screening wall.

Angela Alcorn Representing Nadine Kennedy, 3802 Roan Circle, Garland, TX
Jason Brooks, 3805 Cedar Creek Drive, Garland, TX
Mike Wessling, 3804 Whiterock Trail, Garland, TX
Kimberli Scott, 4014 Whiterock Trail, Garland, TX
Staci Main, 3802 Bachman Boulevard, Garland, TX
Erik Blakeslee, 3920 Cedar Creek Drive, Garland, TX

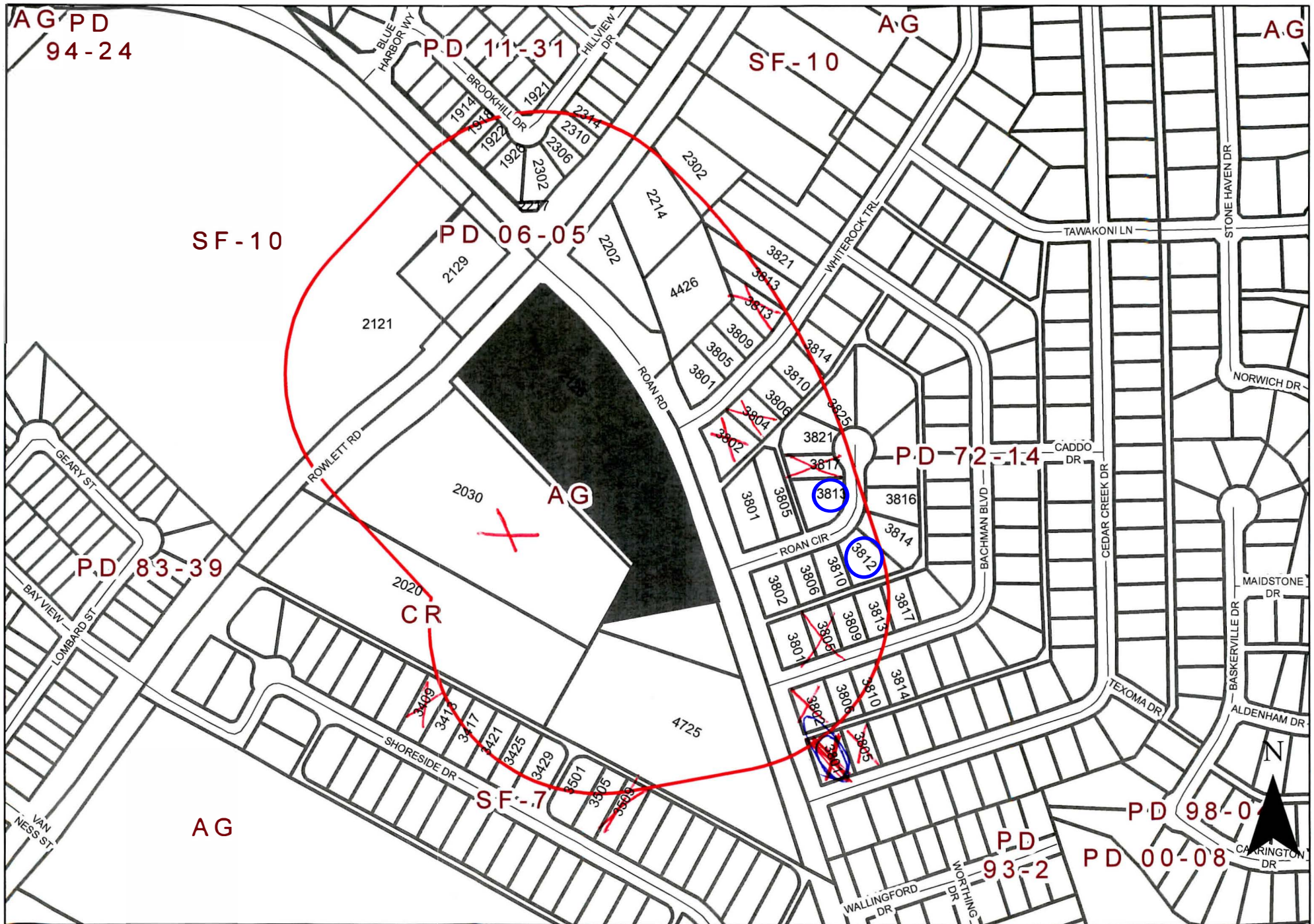
Mr. Lelah provided additional comments regarding development of the proposed townhouses, screening wall, and the installation of turn lanes to assist with the flow of traffic.

There was additional discussion between the Plan Commission and the applicant regarding proposed turn lanes and garage door styles.

Motion was made by Commissioner Rose to close the public hearing and open for discussion. Seconded by Commissioner Jenkins. **Motion carried: 9 Ayes, 0 Nays.**

There was discussion among the Plan Commissioners and the applicant regarding the development timeframe, expanding the open area behind lots 20-23, and improvement of sightlines.

Motion was made by Commissioner Jenkins to approve the request with the additional Planned Development (PD) condition of a 25-foot minimum lot width. Seconded by Commissioner Ott. **Motion carried: 9 Ayes, 0 Nays.**



0 200 400 Feet
1 inch = 298 feet

Zoning Map Z 20-44

2126 Rowlett Road

INDICATES AREA OF REQUEST
INDICATES NOTIFICATION AREA

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Bruce W. Hanby

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3812 Roan Circle

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043-1921

Zip Code / Código postal / Mã Bưu Chính

Bruce W. Hanby

Signature / Firma / Chữ ký

8/30/21

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

From: [Terry H. Britton](#)
To: [Planning Group](#)
Cc: [Terry H. Britton](#)
Subject: [EXTERNAL] Comment Form Case Z 20-44 CCM Engineering Proposal
Date: Sunday, August 15, 2021 8:44:59 PM
Attachments: [Comment Form Case Z 20-44.pdf](#)

My wife and I live at 3817 Roan Circle.

We believe that, if you build town homes on this property, it will increase the traffic flow on Roan Road. Roan Road is already a congested road. People used Roan Road to go to Rowlett and Sachse to circumvent paying the toll on George Bush Turnpike.

We believe, It will it make our neighbor hood traffic more dangerous and noisy.

We believe, it will create the possibility for more crime in our neighbor hood.

We believe it will bring down the value of our property. We can't see the up side.

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Terry and Janie Britton **Joint home owners**

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3817 Roan Circle

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Terry H Britton Janie Britton 8/15/2021

Signature / Firma / Ch ữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued –

Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

My wife and I live at 3817 Roan Circle.

We believe that, if you build town homes on this property, it will increase the traffic flow on Roan Road. Roan Road is already a congested road. People used Roan Road to go to Rowlett and Sachse to circumvent paying the toll on George Bush Turnpike.

We believe, It will it make our neighbor hood traffic more dangerous and noisy.

We believe, it will create the possibility for more crime in our neighbor hood.

We believe it will bring down the value of our property.
We can't see the up side.

[illegible]

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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JOHN + STACI MAIN

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3802 Bachman Blvd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

- We and our neighbors are against this project and rezoning for similar projects due to nonconforming to our established lakeside neighborhood.
 - Already a high traffic area in all directions. Added traffic from high density housing creates additional safety concerns, pollution, eventual devaluation of our neighborhood + property values and would be overdevelopment of this area.
 - Our neighborhood already has plenty of multi-family housing.
 - Ourselves + many neighbors have lived here decades and the expansion of the current 4 lane Roan Road from years ago continues to produce increased traffic year after year as more people move to the area. We're already shaking the foundations of our homes due to fast moving high volume traffic exiting from I-30 alone.
- Thank you for saving our neighborhood.

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Todd Murphy

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3805 BACHMAN BLVD

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Texas

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Todd Murphy
Signature / Firma / Chữ ký

8/15/21
Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 20-44

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Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

*Too Much traffic in the area as it is, this
will only add more. It will also drive down
our property values.*

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Jose A Castillo Arellano

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3806 Bachman Blvd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu chính

Signature / Firma / Chữ ký

08/13/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

AUG 13 '21 PM 1:00

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

~~that~~ to whom this may concern, I am
against this proposal because; not only will this
generate more traffic, but it will also lower my
property value and might increase the property taxes.

Comment Form

Case Z 20-44

Outside the Notification Area

MAIL
Today

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Terry Dan Cook - Sandra J. Cook

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3917 Bachman Blvd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Texas

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Terry Dan Cook

Sandra J. Cook

8-8-21

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Outside the Notification Area

AUG 17 '21 11:54

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

This would cause too much traffic
to be added to an already busy Street.

From: [Roger Plummer](#)
To: [Planning Group](#)
Subject: [EXTERNAL] Against
Date: Sunday, August 15, 2021 4:14:58 PM

Comment Form Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Roger Plummer, Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

4006 Bachman Blvd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

8/15/21

Allmendinger, Tracy

Outside notification area

From: Jonny Fitzgerald <jfitzhc2@gmail.com>
Sent: Saturday, August 7, 2021 5:10 PM
To: Planning Group
Subject: [EXTERNAL] Case Z 20-44

I own and live in a home at 4012 Bachman Blvd, Garland, TX 75043
I would like to register a position against this zoning change

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Mark Eggert

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3801 Cedar Creek Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

AUG 10 '21 AM 10:55

**Comment Form Continued –
Case Z 20-44**

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

[illegible]

From: [Jami Prda](#)
To: [Planning Group](#)
Subject: [EXTERNAL] Re-zoning Roan/Rowlett
Date: Monday, August 16, 2021 1:39:00 PM

This is our vote of NO for 3801 Cedar Creek Dr, Garland, TX 75043. (Form attached)

There is already too much traffic cutting through to Rowlett Rd and it is only going to get worse for the next few years with construction beginning on Eastbound 30.

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Jami Proda, Tenant

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3801 Cedar Creek Dr.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Tx 75043

City, State / Estado de la Ciudad / Thành bang

75043

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We do not want more traffic on an already busy road!! Especially with Roan being a cut through to Rowlett Rd and construction on 30 beginning already!! We will have enough added traffic due to that.

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Mr. David Lynn Huffhines

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3802 Whitrock Trail

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

8/8/2021

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued –

Case Z 20-44

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

The Top issue is The Intersection of Rowlett Rd and Road. The obstruction of Condos will Block The View Of This Intersection and will Render it more Dangers Intersection. The address of 2126 Rowlett Road and Road has always been zoned as Agriculture. The value of our homes, will plummet if multi level Condo's are built. Privacy will be Restricted In Our Backyards due to multi-level Condo's. The number of people sent this survey is limited per the zoning map. This addition of 2126 Rowlett affects the whole neighbor not just a few. We are voting Against The building of these Condo's.

This will entile Traffic coming From Hwy 30 to Road and Rowlett Rd, trying to go to 66 virtually another Freeway. The amount of cars will be unbearable.

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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MICHAEL J. WESSLING

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3804 WHITE ROCK TRAIL

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Qhính

Signature / Firma / Chữ ký

8/16/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued –

Case Z 20-44

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I have been resident of Garland since 1976 living at 3804 Whiterock Trail. I am opposed to this zoning change, as it will impact traffic along Roan and Rowlett roads. The traffic at this intersection is already heavy during the rush hours (6-8am and 4-6pm). There will be limited ability to add ingress and egress without impact traffic flow on these streets due to the limited frontage on Rowlett Road and the absence of any curb cuts into the proposed property. Any attempt to provide access will further delay traffic in both directions on Rowlett Road as well as delaying traffic on Roan Road trying to access the property. With 43 townhomes, one can assume at least 43+ additional vehicles entering the property. Additionally, the proposed does not meet the minimum requirements for the proposed zoning without variances being approved. The proposed zoning changes should be declined or the number of units reduced to comply with comparable zoning requirements for residences in the area. The South Garland area has been inundated with apartment complexes along Bobtown Road and Roan Road.

Comment Form Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / AFavor / Đồng

☒

Against / En Contra / Không

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Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

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Emmanuel Abraham

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

3812 Whitlocke Trail Garland

City/Insa / Estado de la Ciudad / Thành phố

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

8/6/21
Date / Fecha / Ngày

(Please print name and address on the back of the form) / (La dirección de correo electrónico y el número de teléfono con apellidos) / (Điền đầy đủ họ tên và địa chỉ trên mặt sau của đơn)

Allmendinger, Tracy

From:
Sent:
To:
Subject:

emmanuel abraham <chackungal@yahoo.com>
Friday, August 6, 2021 10:18 PM
Planning Group
[EXTERNAL] Case z 20-44

**Comment Form Continued –
Case Z 20-44**

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

my property value goes d

Too much Traffic

Smus

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Anita Boyce

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề
(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3905 Cedar Creek Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Texas

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

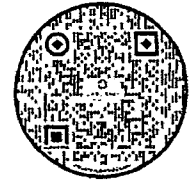
Signature / Firma / Chữ ký

8/22/21

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

City of Garland
Planning Department
P.O. Box 469002
Garland, Texas 75046-9002



Scan Me

NOTICE OF PUBLIC HEARING OF THE GARLAND PLAN COMMISSION

Dear Garland Resident, Property Owner or Business Owner: You are receiving this letter because your address is within 400 feet of the proposed zoning change.

RE: Z 20-44 CCM Engineering. The applicant proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3) (see included map)

Date: A Public hearing will be held by the City of Garland Plan Commission at 7:00 p.m., Monday, August 16, 2021.

Location: William E. Dollar Municipal Building (City Hall), Council Chambers, 200 North Fifth Street, Garland, Texas 75040

Virtual Access to the meeting can be found on the City of Garland website, with the Meeting and Agenda webpage and can be found at:

<https://www.garlandtx.gov/801/Meeting-Agendas-and-Minutes>

(Agendas are posted at least 72 hours before the meeting.)

For more information about Case Z 20-44 and other zoning cases, and to register a position for or against, go to: www.garlandplanning.org or scan the **QR code** in the upper corner. (Agendas will also contain additional information. See link above.)

You may also contact City Planner Kimberly Hopkins at 972-205-2454 or email at khopkins@garlandtx.gov.

Para Español, por favor contactar a Josue De La Vega a 972-205-2833 o correo electrónico a jdelavega@garlandtx.gov

(It is important that you include your property address, your name, and mailing address in any correspondence concerning the case)

Outside the Notification Area

From: rebecca guevara <rsgmk@yahoo.com>
Sent: Thursday, August 12, 2021 5:36 PM
To: Hopkins, Kimberly
Subject: [EXTERNAL] Z 20-44

Dear Kimberly,

I am emailing to state that I am **against** the zoning change for the property at Roan/Rowlett Rd. As a homeowner in a neighborhood across the street from this proposed development, I do not want to increase in traffic and noise this project will bring. These town homes also tend to attract short-term homebuyers and renters, which has been seen in the Windsor Park development. This could increase our crime in our area. We already deal with the loud noise from those who race on the 190/George Bush Bridge across the lake. The extra traffic and noise would make this area much less desirable for future homebuyers.

Thank you,

Rebecca Guevara
3922 Cedar Creek Dr.
Garland, TX 75043

Allmendinger, Tracy

From: TLC Financials <financials@trinitylifebaptistchurch.org>
Sent: Wednesday, August 18, 2021 4:19 PM
To: Planning Group
Subject: [EXTERNAL] C Z 20-44
Attachments: img20210818_16142900.pdf

Attached Comment Form Case Z 20-44

--
MikeArthur
Trinity Life Baptist Church
Have a Blessed Day!!

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Mike Arthur - Treasurer

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2030 Rowlett Rd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

[Signature]

Signature / Firma / Chữ ký

08/17/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 20-44

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For / A Favor / Đúng

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IRMA A. ARGENTA - Property owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3409 Shoreside DR

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

[Signature]

Signature / Firma / Chữ ký

8.28.2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 20-44

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Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

In my opinion this will bring more crime to
this neighborhood. I'm against it.

Comment Form

Case Z 20-44

Outside the notification area

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng



Against / En Contra / Không

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Mr. & Mrs Charles Scott

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1705 Lakeland Park Drive

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Warone Scott

Signature / Firma / Chữ ký

8/24/2021

Date / Fecha / Ngày

Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

AUG 30 '21 AM 11:21

Comment Form Continued –
Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We are against the rezoning. Putting more high density, low income housing will just increase crime, & bring down property values. We need single family homes. It is prime property because ~~of~~ of its' location, close to the lake & amenities. In order to make Garland a destination, ~~and a~~ more desirable place, we need to start with higher end housing & retail. ~~It~~ We are NOT in favor of the rezoning!!

-Sincerely,
Charles & Darlene Scott

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road.

**Marianne &
Robert Jones**

9/1/2021
11:33:31 PM

Against

3801 Roan Cir, Garland,
TX 75043, USA
Garland
TX
United States
75043

Marianne1295@Outlook.com

2144763769

It is too close to our house, we are overcrowded over here

Dominic Arzon

8/31/2021
7:40:09 PM

Against

114 Fountain Hills Dr
Garland
Texas
United States
75044

Outside the notification area

**Tamara
McLaughlin**

8/30/2021
2:21:34 PM

Against

4406 Harvest Ln.
Sachse
Texas
United States
75048

Tamaraannh@gmail.com

2146496158

Outside the notification area

**Jennifer
Martinez**

Against

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

8/27/2021
10:44:16 PM

3425 Shoreside dr.

Jenn_31@hotmail.com



Garland

9729747545

Texas

United States

75043

Chuck Scott

AGAINST

Outside the notification area

8/25/2021
7:55:50 PM

1705 Lakeland Park Dr

chuckscottiowa@gmail.com

Garland

5157709903

Texas

United States

75043

Not in favor

Darlene Scott

Against

Outside the notification area

8/25/2021
7:53:21 PM

1705 Lakeland Park

Darlenescott7777@gmail.com

Drive

Garland

TX

United States

75043

Cynthia Godina

Against

Outside the notification area

8/24/2021
4:31:55 AM

4222 Cedar Creek Dr

Garland

Texas

United States

<null>

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

**Cody William
Mcneel**

8/22/2021
11:49:49 AM

AGAINST

5017 Wordsworth Drive

Garland

TX

United States

75043

codymcneel@hotmail.com

9039871767

*Outside the notification
area*

CJ

8/19/2021
9:23:46 PM

Against

3905 Cedar Creek Dr

Garland

Texas

United States

<null>

*Outside the notification
area*

Irma

8/19/2021
3:05:43 PM

Against

3409 shoreside dr

Arguet05@gmail.com

Garland

2144370983

Texas

United States

75043

Against

✓

**KIMBERLI
SCOTT**

8/16/2021
11:55:08 PM

Against

4014 WHITEROCK TRL,

kdsds@gmail.com

Garland

2145872865

TX

United States

75043

*Outside the notification
area*

This will increase traffic, potentially increase crime, create an eye-sore as

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

the exterior layout is not pleasing with the front-facing garages, and reduce our property values.

Joshua Fryar

Against

Outside the notification area

8/16/2021
9:47:03 PM

4222 cedar creek

Garland
Texas
United States
75043

I

Jose Castillo

Against

✓

8/16/2021
9:13:42 PM

3806 Bachman Blvd

Garland
Texas
United States
75043

jcastill0a@yahoo.com

2146045663

My family and I are all against this proposal.

Tony Godina

Against

Outside the notification area

8/16/2021
9:01:41 PM

1118 Pyramid Drive

Garland
Texas
United States
75040

tonygodina1@gmail.com

2142357079

Robert Glenn

Against

✓

8/16/2021
8:48:57 PM

3814 Bachman Blvd

Garland
Texas
United States

Soarrer@aol.com

4694415742

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

75043

Do not want condos in immediate neighborhood. This is my homestead.

Deborah Glenn

Against

8/16/2021
8:47:01 PM

3814 Bachman Blvd

Msdeean@aol.com

Garland

4692312242

Texas

United States

<null>

Do not want condos built in front of my homestead.

John Main

AGAINST

8/16/2021
3:54:27 AM

3802 Bachman Blvd.

mainhomes@aol.com

Garland

214-668-5179

Texas

United States

75043

Non conforming to SFR Homes surrounding, traffic etc.

Staci Main

AGAINST

8/16/2021
3:10:00 AM

3802 Bachman Blvd

mrsmain2010@gmail.com

Garland

214.808.4288

Texas

United States

75043

Non conforming housing for this neighborhood. Highly trafficked area already due to being a direct access to/from I-30. High volume housing would be overdevelopment and result in inevitable devaluation of neighborhood and property values.

Jeannette

For

8/13/2021
10:10:40 PM

3205 Hamlett LN

Outside the notification area

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

Staci

AGAINST

8/13/2021
12:10:00 PM

Main

Outside the Notification Area

Garland
Texas
United States
75043

AGAINST. I live within 400 feet of the property. And our neighbors are also AGAINST. This is already a high traffic area that does not need additional multi family dwellings and we already have Section 8 in our neighborhood. Thank you.

Rebecca

Against

8/12/2021
10:27:32 PM

Guevara

Outside the Notification Area

Garland
Texas
United States
75043

As a homeowner across from this proposed development, I do not want the added traffic, added noise, or the loss of value to my home due to this project, which tends to attract short-term buyers and renters, much like Windsor Park has become. I also fear this would increase crime in our area.

Jose Guevara

Against

8/12/2021
7:52:46 PM

3922 Cedar Creek Dr

jguevara@garlandtx.gov

Outside the Notification Area

Garland
Texas
United States
75043

Jason Fox

Against

8/12/2021
4:06:26 PM

3921 Cedar Creek Dr.

foxcts1@gmail.com

Outside the Notification Area

Garland
Texas

469-334-8594

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

United States
75043

I just moved to this area because of the open areas around this neighborhood. Please dont buld here, the streets are too small and too much traffic already. this would cause congestion for the school close by.

**Ernest
Christmas**
8/11/2021
11:28:27 PM

Against

Outside the Notification Area

1414 Knob Hill Dr

dayle1414@msn.com

Garland

19723030428

Texas

United States

75043

Traffic

**Roald van
Antwerpen**
8/11/2021
2:45:36 PM

Against

3509 Shoreside Drive

rbva@hotmail.com

Garland

4693966676

Texas

United States

75043

**Barbara
Johnson**
8/10/2021
9:34:29 PM

Against

Outside the Notification Area

2717 Club Meadow Dr

Garland

Texas

United States

75043

I am concerned about density and aesthetics of this development

Cindi Stewart

Against

Outside the Notification Area

8/10/2021

3913 Whiterock Trail

cs.stewart@verizon.net

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

9:05:47 PM

Garland
Texas
United States
75043

214-460-3025

Doug Stewart

Against

Outside the Notification Area

8/10/2021
6:56:20 PM

3913 Whiterock Trail

Garland
Texas
United States
75043

dr.stewart@verizon.net

214-605-1237

Jason Brooks

Against

8/10/2021
3:15:41 AM

3805 Cedar Creek Dr

Garland
Texas
United States
75043

jahbrooks@gmail.com

2146505802

Please do not allow townhomes to be built at this location. The surrounding areas are all single family dwellings (homes), and we fought to keep it as such in the 80s. There is a very sufficient market for homes, and there is no viable reason to allow this to change. Thank you for your time and consideration.

Elias Debrezion

Against

8/9/2021
2:33:13 AM

4702 Carlton Ct.

Garland
Texas
United States
75043

edebrezion@yahoo.com

Outside the Notification Area

6824726745

Would that the land was left as-is, or a turned into a public park decorated by

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

a master arborist. If we must build a structure, build something that attracts, trains, and retains skilled workers. Build something that creates or promotes skilled jobs for Garland residents. All we seem to want to do lately is build townhomes, apartments, and housing complexes. The added populace people will live in Garland, but commute elsewhere for the higher-paying jobs. We inherit the traffic, without any of the benefits. Build a university for the City of Garland; staff it accordingly, have our high schoolers strive to attend it upon matriculation. Do something different, or just leave it as-is, please. The greenery is calming.

Z 20-44

The applicant proposes to construct 43 townhomes with an open space amenity.

[Approval of 1) a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units

Approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.]



GARLAND

TEXAS MADE HERE

**City Council Meeting
September 14, 2021**

Location: 2126 Rowlett Road

Applicant: CCM Engineering

Owner: Luckey McDowell

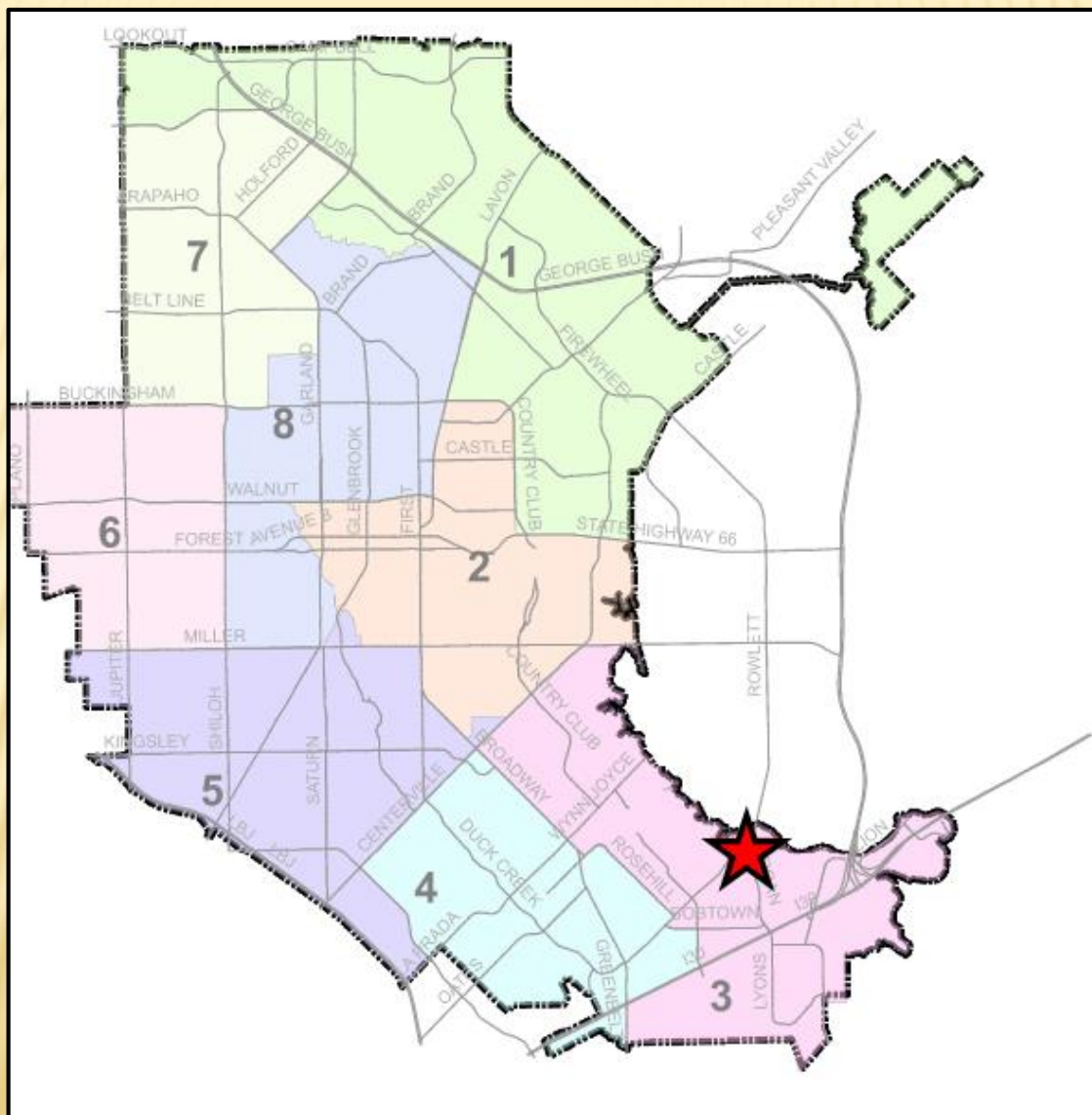
Acreage: 4.67 acres

Zoning: Agricultural (AG) District



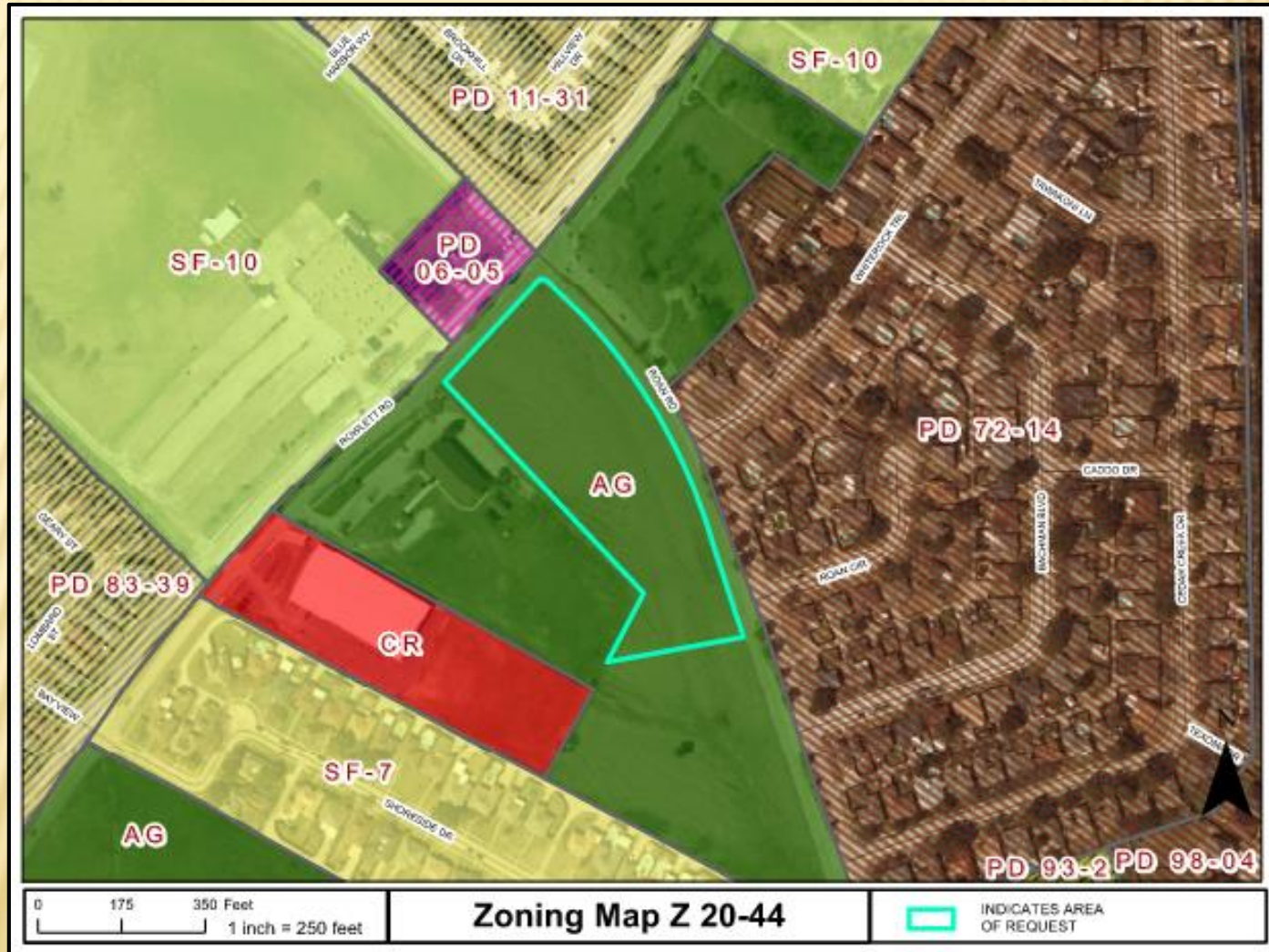
GARLAND
TEXAS MADE HERE

CITYWIDE LOCATION MAP



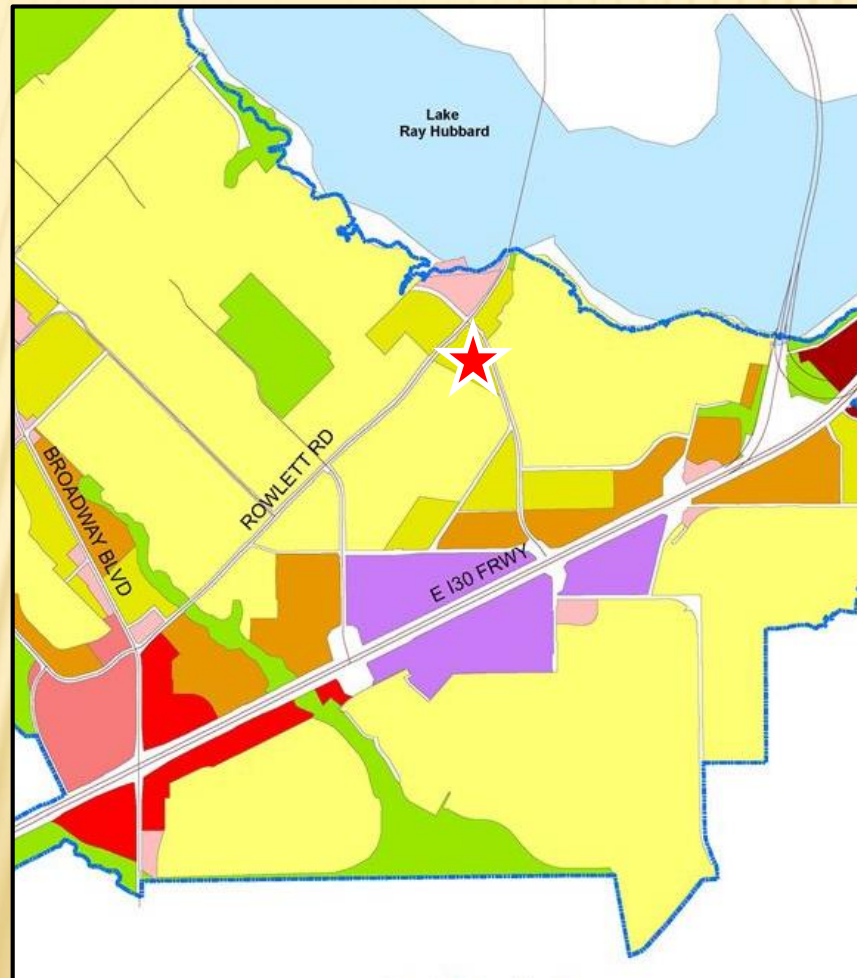
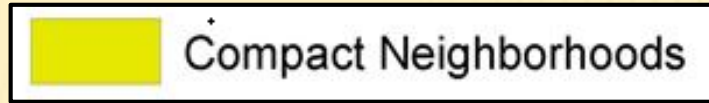
Z 20-44

LOCATION MAP



Z 20-44

COMPREHENSIVE PLAN



The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject property. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.

This use is compatible with the surrounding area and the Comprehensive Plan.

PHOTOS

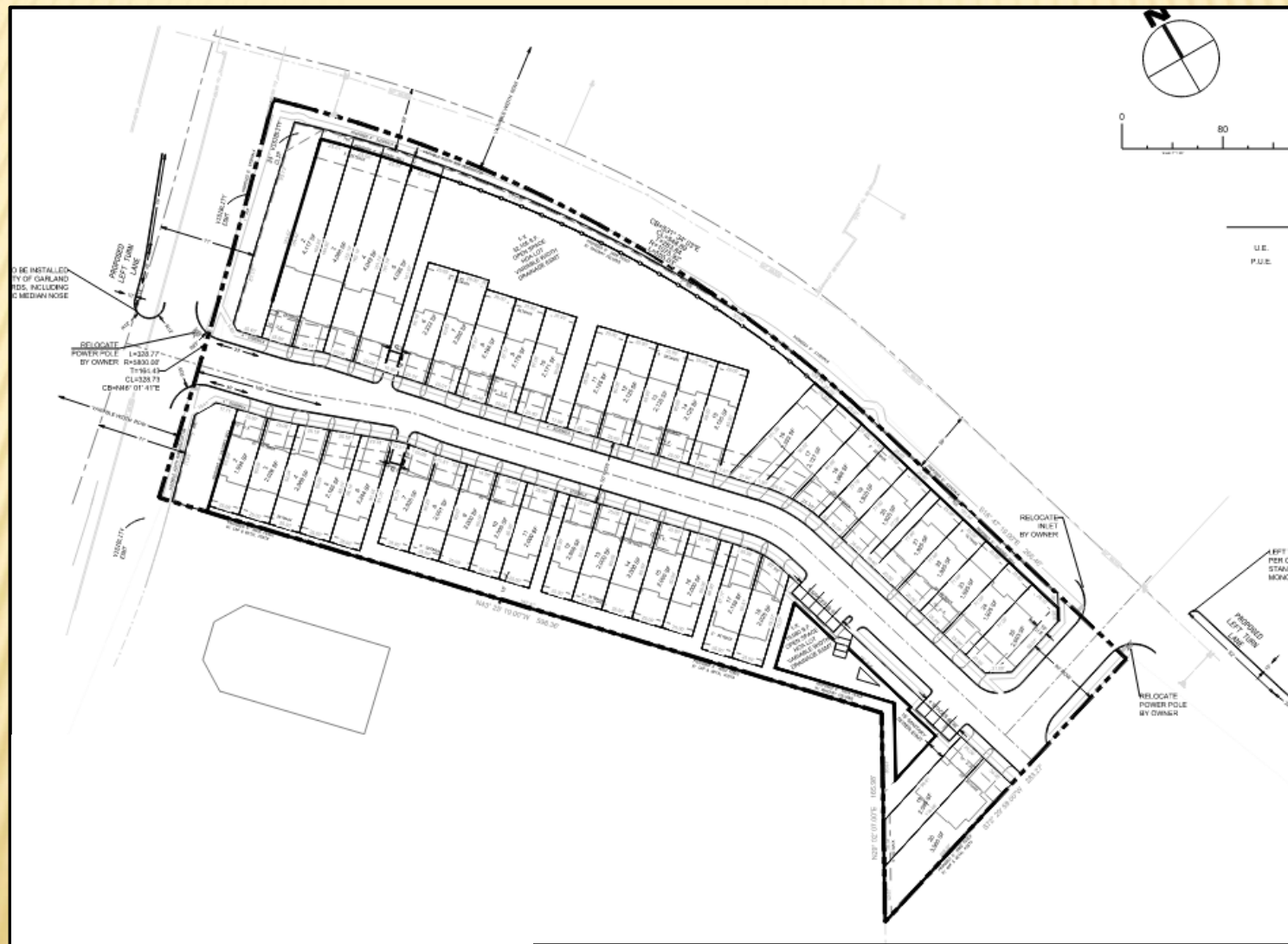








SITE PLAN



Z 20-44



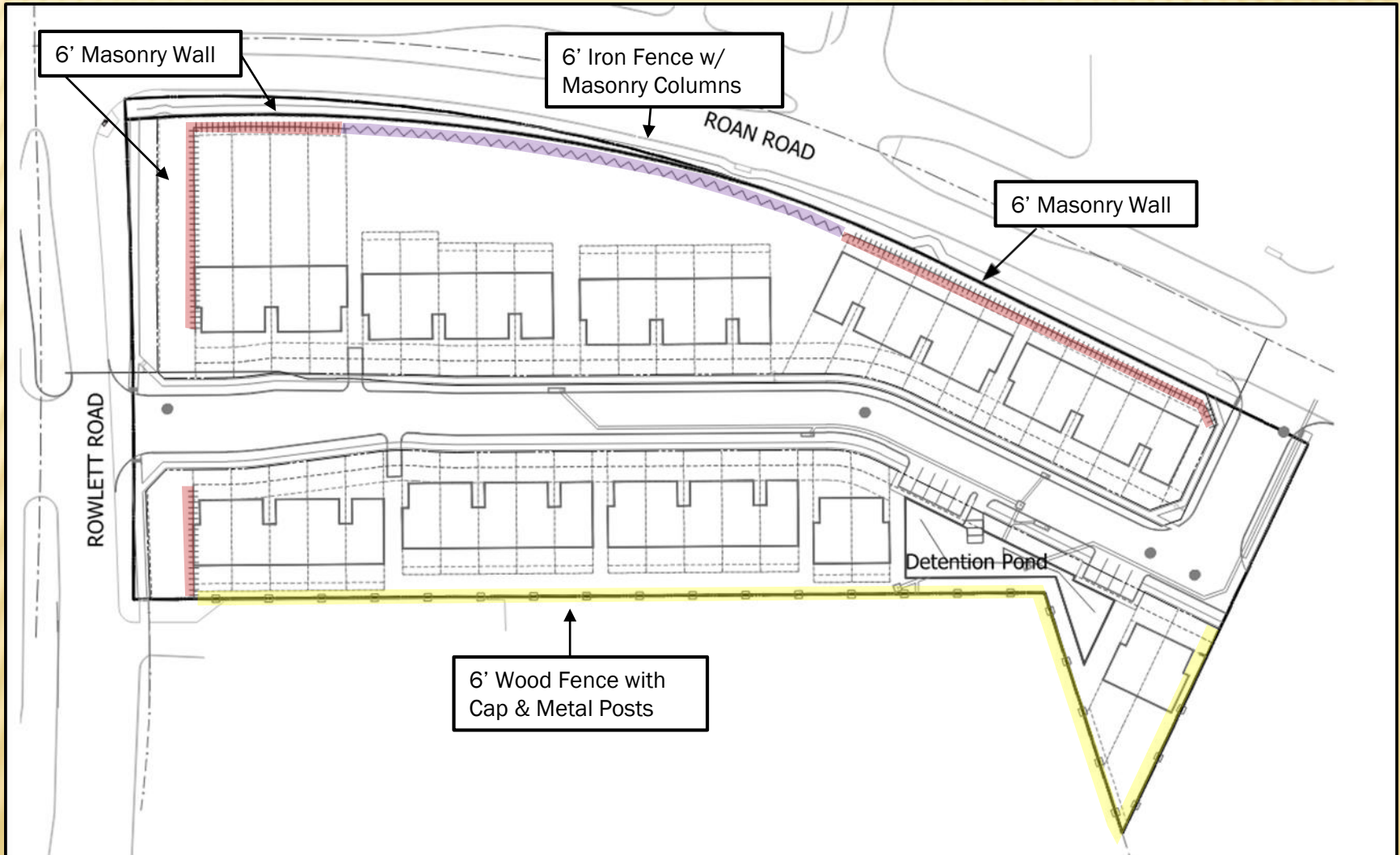
THE FUTURE OF THE FUTURE





GARLAND
TEXAS MADE HERE

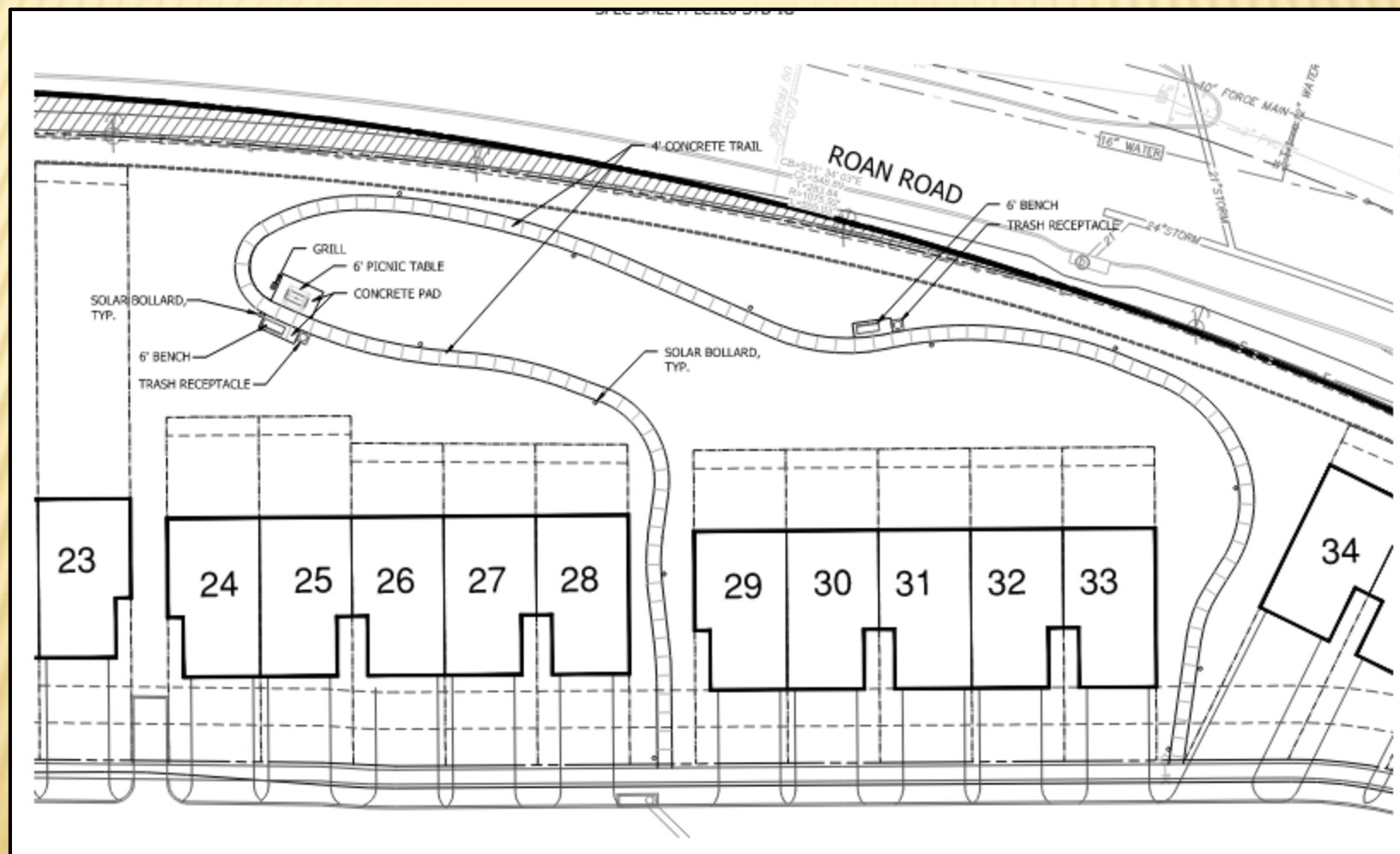
FENCE AND WALL PLAN



Z 20-44

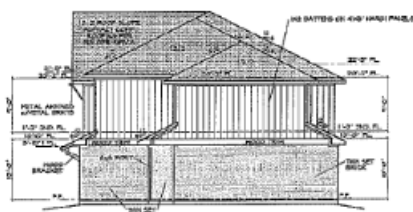


SITE AMENITY



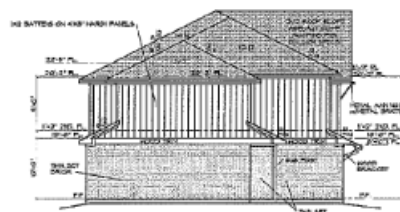


SCALE: 1/8" = 1'-0"



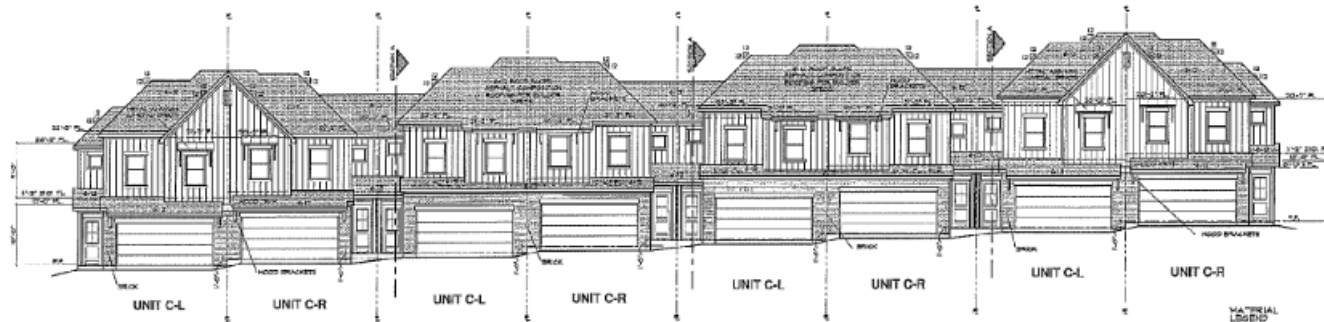
SCALE: 1/8" = 1'-0"

RIGHT ELEVATION



LEFT ELEVATION

SCALE: 100' = 1"=0



FRONT ELEVATION

SCALE: $VB'' = 11-0$

MATERIAL LEGEND

	STEEL
	100 BATTENS - 175 STL HARD PLY.



CITY COUNCIL ELEVATIONS



FRONT ELEVATION

Plan Commission Elevations



City Council Elevations



REAR ELEVATION

Plan Commission Elevations



City Council Elevations



SIDE ELEVATIONS

Plan Commission Elevations



City Council Elevations



3D ELEVATION

Plan Commission Elevations



City Council Elevations



EXHIBIT E



3D shots

EXHIBIT E



EXHIBIT E





SUMMARY OF DEVIATIONS

- Proposing base zoning as Single-Family Attached (Townhouse) District.
- The table below indicates the deviations proposed.

Development Standards	Required	Proposed	Analysis
Lot Area	Minimum 2,000 SF	Minimum 1,925 SF	The proposed lot sizes range from 1,925 sf to 4,117 sf. The average lot size proposed is 2,327 square feet, and the density is 9.2 units per acre, within the 12 units per acre SFA maximum.
Lot Depth	Minimum 90 feet	Minimum 75 feet	The average lot depth proposed is 99 feet.
Garages	Garage rear entry and offset 5-feet from front building face.	No garage setback from rest of the façade. However, garages will meet the 20-foot setback from the property line. (End Units only) No garage setback from the rest of the façade. However, the roofline cover shall be flushed with the garage façade. (Middle Units)	The applicant proposes additional design elements on the garage doors and has revised the elevations for an improved design.
Attached Units	Each structure may have no fewer than three and no more than six attached units.	Two attached units for Lots 17, 18, 19, and 20.	These two structures would function more like duplexes.



GARLAND
TEXAS MADE HERE

STAFF RECOMMENDATION

Staff Recommends Approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhome Units.

Approval of a Detail Plan for Single-Family Attached Townhome Units on a property zoned Agricultural (AG) District.

PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units. Plan Commission approved the Alley Waiver request. Plan Commission further recommend a minimum 25-foot lot width for the proposed development.

The Plan Commission, by a vote of nine (9) to zero (0), also recommended approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

Z 20-44



GARLAND PLANNING REPORT

City Council Regular Session Agenda

18. b.

Meeting Date: 09/14/2021

Item Title: Z 20-44 CCM Engineering - Detail Plan (District 3)

Submitted By: Kimberly Hopkins, Development Planner

REQUEST

Approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units

Approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

LOCATION

2126 Rowlett Road

OWNER

Luckey McDowell

PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units. The Plan Commission also approved an Alley Waiver request. The Plan Commission further recommended a minimum 25-foot lot width for the proposed development. The applicant concurs with this recommendation and a PD Condition has been added accordingly.

The Plan Commission, by a vote of nine (9) to zero (0), also recommended approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

STAFF RECOMMENDATION

Approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units.

Approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

BACKGROUND

The applicant requests approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District and a Detail Plan for Single-Family Attached Townhouse units. The applicant proposes to develop the vacant property into a townhome community with forty-three (43) attached single-family units with an open space amenity area.

In addition to concurring with the Plan Commission's lot width recommendation, the applicant has responded to other design-related concerns raised during the meeting and has revised the townhouse elevations to provide an improved design. In addition, the applicant has added a visibility clip on the site plan near the corner of Roan and Rowlett Road.

SITE DATA

The subject property contains approximately 4.67 acres. The site has approximately 328 lineal feet along Rowlett Road and 821 lineal feet along Roan Road. The property has access from Rowlett Road and Roan Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Agricultural (AG) District which allows single-family residential use. The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future.

Single-Family uses on large lots are appropriate in this district; however, Single-Family Attached Townhouse Units are not allowed by right and require a re-zoning to Single-Family Attached (SFA) District.

CONSIDERATIONS

Detail Plan

1. The applicant proposes a Detail Plan for a development of townhouses. The Detail Plan shows forty-three (43) single-family attached townhouse units and open space amenities to be maintained by the homeowners association (HOA). In addition, the applicant is proposing 9.2 units per acre, therefore meeting the SFA GDC requirement.
2. The applicant request to deviate from some of the required SFA District development standards per Section 2.34 (Table 2-3) of the Garland Development Code (GDC). The table below indicates the deviations proposed.

Development Standards	Required	Proposed	Analysis
Lot Area	Minimum 2,000 SF	Minimum 1,925 SF	The proposed lot sizes range from 1,925 sf to 4,117 sf. The average lot size proposed is 2,327 square feet, and the

			density is 9.2 units per acre, within the 12 units per acre SFA maximum.
Lot Depth	Minimum 90 feet	Minimum 75 feet	The average lot depth proposed is 99 feet.
Garages	Garage offset 5-feet from front building face.	No garage setback from rest of the façade. However, garages will meet the 20-foot setback from the property line. (End Units only) No garage setback from the rest of the façade. However, the roofline cover shall be flushed with the garage facade. (Middle Units)	The applicant proposes additional design elements on the garage doors and has revised the elevations for an improved design.
Attached Units	Each structure may have no fewer than three and no more than six attached units.	Two attached units for Lots 17, 18, 19, and 20.	These two structures would function more like duplexes.

Screening and Landscaping

- The proposed landscape layout (Exhibit D) complies with the applicable screening and landscaping regulations of the GDC. Per the GDC, a screening wall is required along a thoroughfare Type “D” or greater. Rowlett Road and Roan Road are greater than Type “D” per the Thoroughfare Plan. Therefore, screening is required for this development. A six (6)–foot masonry wall, six (6)-foot iron fence w/ masonry columns, and a six (6) - foot wood fence with cap and metal posts is proposed for this development. The six (6) –foot masonry wall and six (6)–foot iron fence w/ masonry columns is located along Roan Road, the six (6)–foot masonry wall is located along Rowlett Road, and the six (6)–foot wood fence with cap and metal posts is located to the south and east of the property.

Amenities

Common open space area is included with the proposed development in accordance with the GDC. The amenity requirements of the SFA District per the GDC are satisfied. In addition, four (4) foot wide walking paths are proposed on the north side of the community through the 32,105-square-foot open space/amenity area, with sidewalks connecting throughout the community. The amenity area includes landscaping, benches, lighting, grills, and trash receptacles; creating a space for the residents to socialize outside of their home.

Garages

4. The proposed development will consist of front entry garages. The applicant is proposing to deviate from the following requirements per Section 4.84 (C)(2) listed below:

- Rear entry;
- “J” drives, for front entry properties
- “Swing” drives, for side entry properties; or
- Offset front entry with the garage door set back at least five feet behind the front building face.

The applicant is providing at least two (2) of the following architectural elements for each garage:

- Decorative banding or moldings
- Decorative overhangs above garage doors
- Eyebrow soldier course over garage doors
- Upgraded carriage style garage doors or faux wood garage doors

All garages will meet the twenty (20) feet setback requirement per the GDC standards.

5. The design of the buildings otherwise comply with the applicable building design regulations of the GDC.

6. The applicant is not proposing a subdivision sign with the development. However, if a sign is proposed in the future it is required to meet GDC requirements.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject property. Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. It expands housing options through infill and redevelopment, while continuing walkable development patterns. These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.

This use is compatible with the surrounding area and the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject site is surrounded by properties that are primarily zoned residential districts. The property to the north, across Roan Road, is zoned Agricultural (AG) District and has a single-family dwelling. The property to the south is zoned Agricultural (AG) District and is developed with a church. Further to the southwest is zoned Community Retail (CR) District and developed with a skating rink. To the south of that tract is zoned Single-Family (SF-7) and developed with single-family detached homes. The property to the east, across Roan Road, is zoned Planned Development (PD) District 72-14 and developed with single-family detached homes. The property to west, across Rowlett Road, is zoned Single-Family-10 (SF-10) District and Planned Development (PD) District 06-05. The Single-Family-10 (SF-10) area is developed

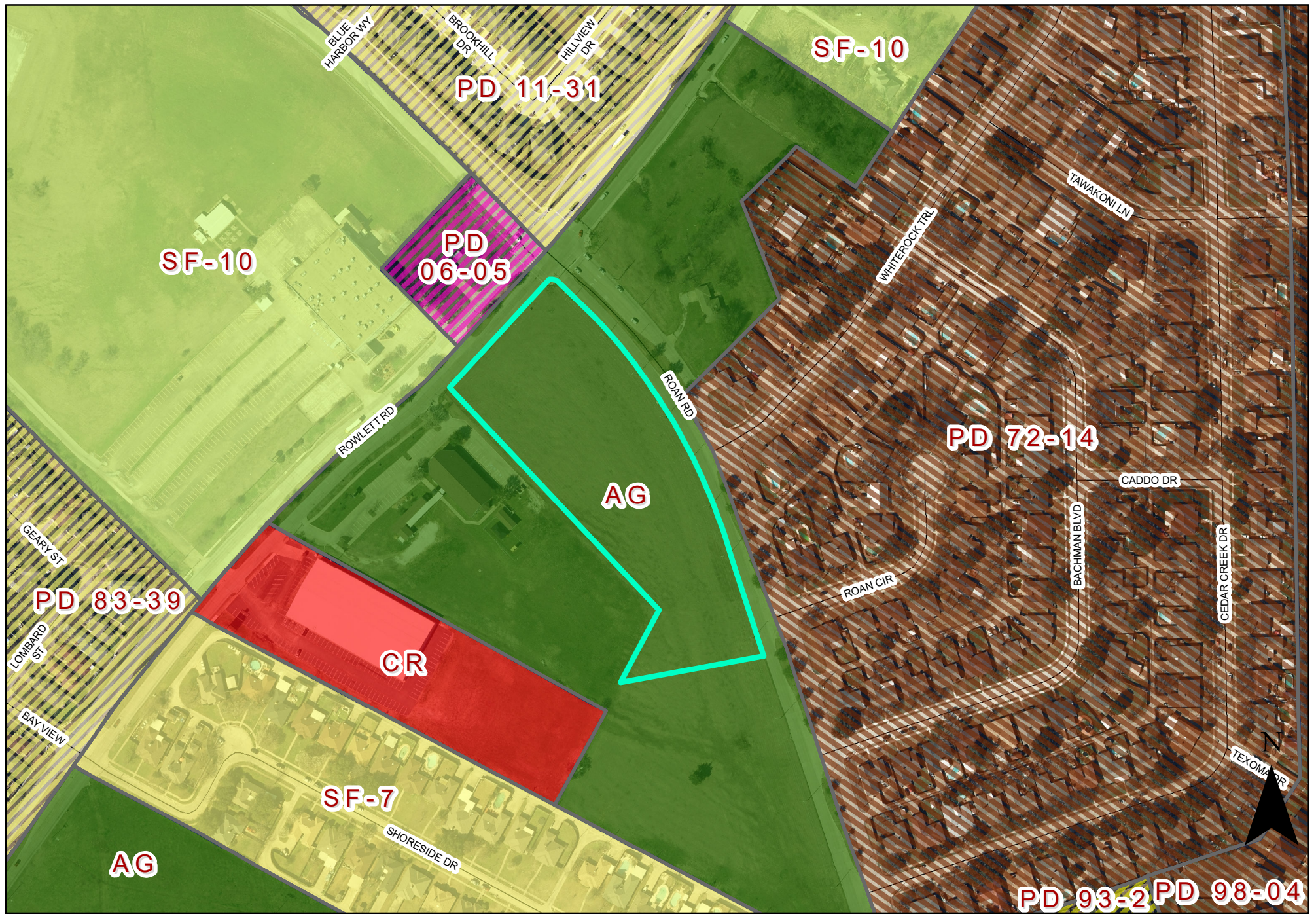
with an event center and the Planned Development (PD) District 06-05 is for Neighborhood Service Uses and developed with a single-family home.

Attachments

Z 20-44 CCM Engineering Attachments (Detail Plan)

Z 20-44 CCM Engineering Responses

Z 20-44 CCM Engineering Staff Presentation



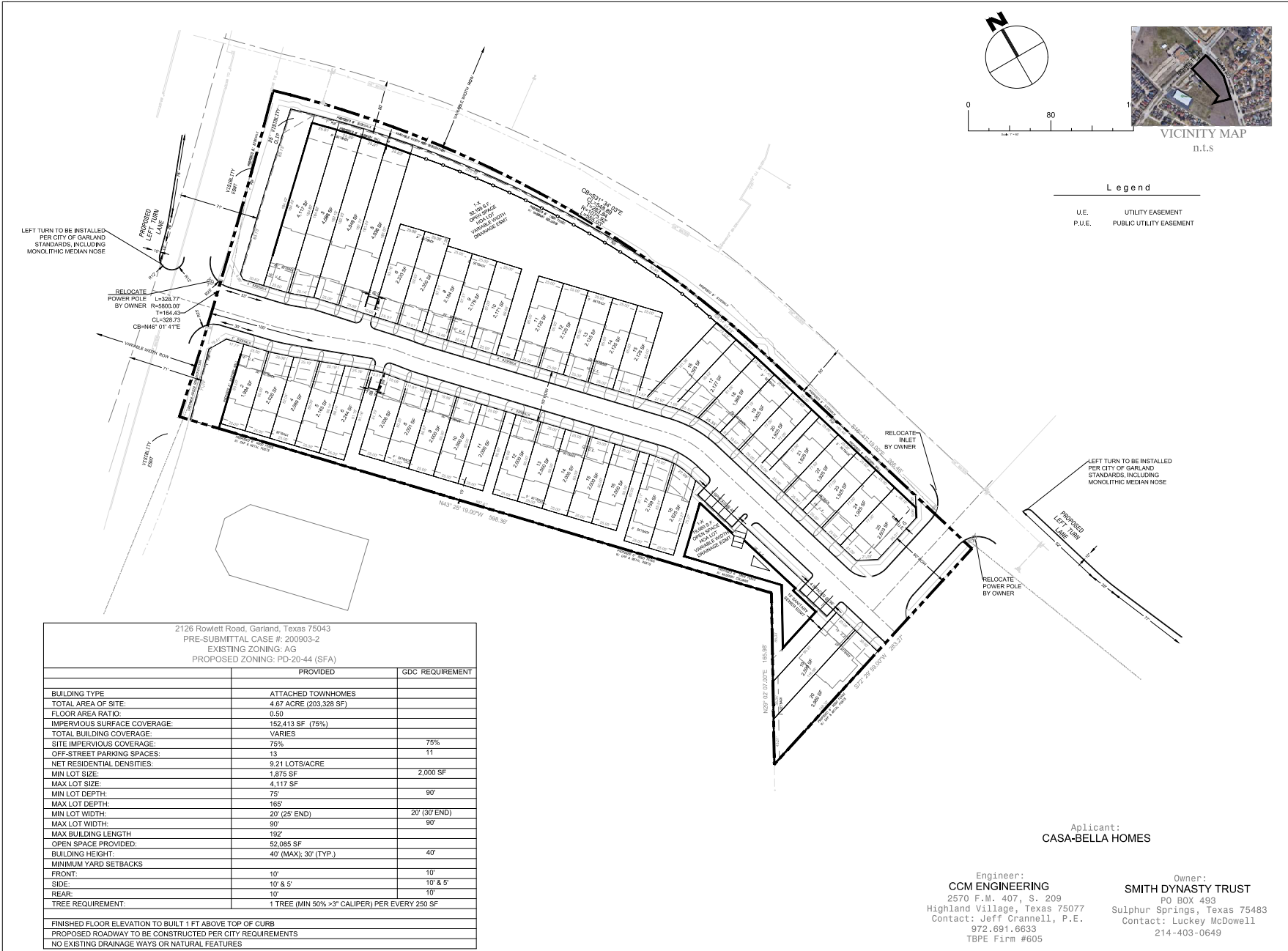
0 175 350 Feet
1 inch = 250 feet

Zoning Map Z 20-44



INDICATES AREA
OF REQUEST

EXHIBIT C



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE Firm #605

**Crescent Heights
Luxury Townhomes**

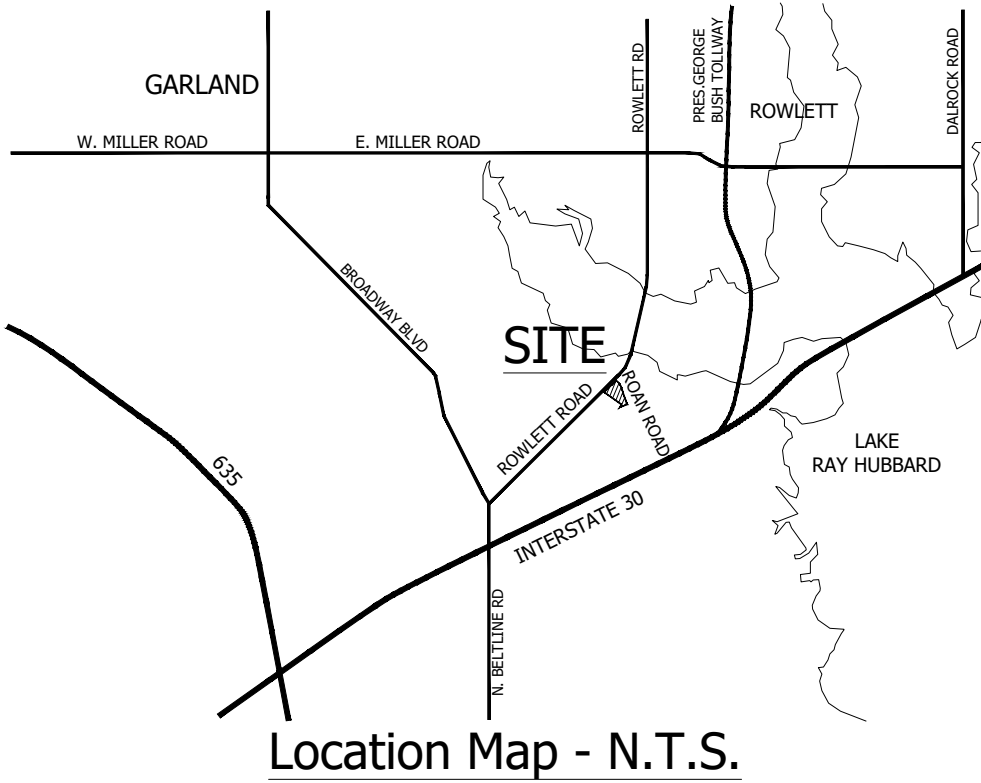
City of Garland, Tx

SITE PLAN
2126 Rowlett Road, Garland, Texas 75043
PRE-SUBMITTAL CASE #: 200903-2
EXISTING ZONING: AG
PROPOSED ZONING: PD-SFA

STATE OF TEXAS
COUNTY OF GARLAND
8/4/21

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 8/4/21
SCALE:
NOTES:
FILE:
Sheet x of x



LANDSCAPE REQUIREMENTS

SITE AREA	-	4.67 AC	
LANDSCAPED AREA	-	1.23 AC	26.34%
TREES	REQUIRED	PROVIDED	
TOTAL TREES	108	108	
SHRUBS	REQUIRED	PROVIDED	
5 GAL.	155	155	
GROUND COVER			
1 GAL.	3,840	3,840	

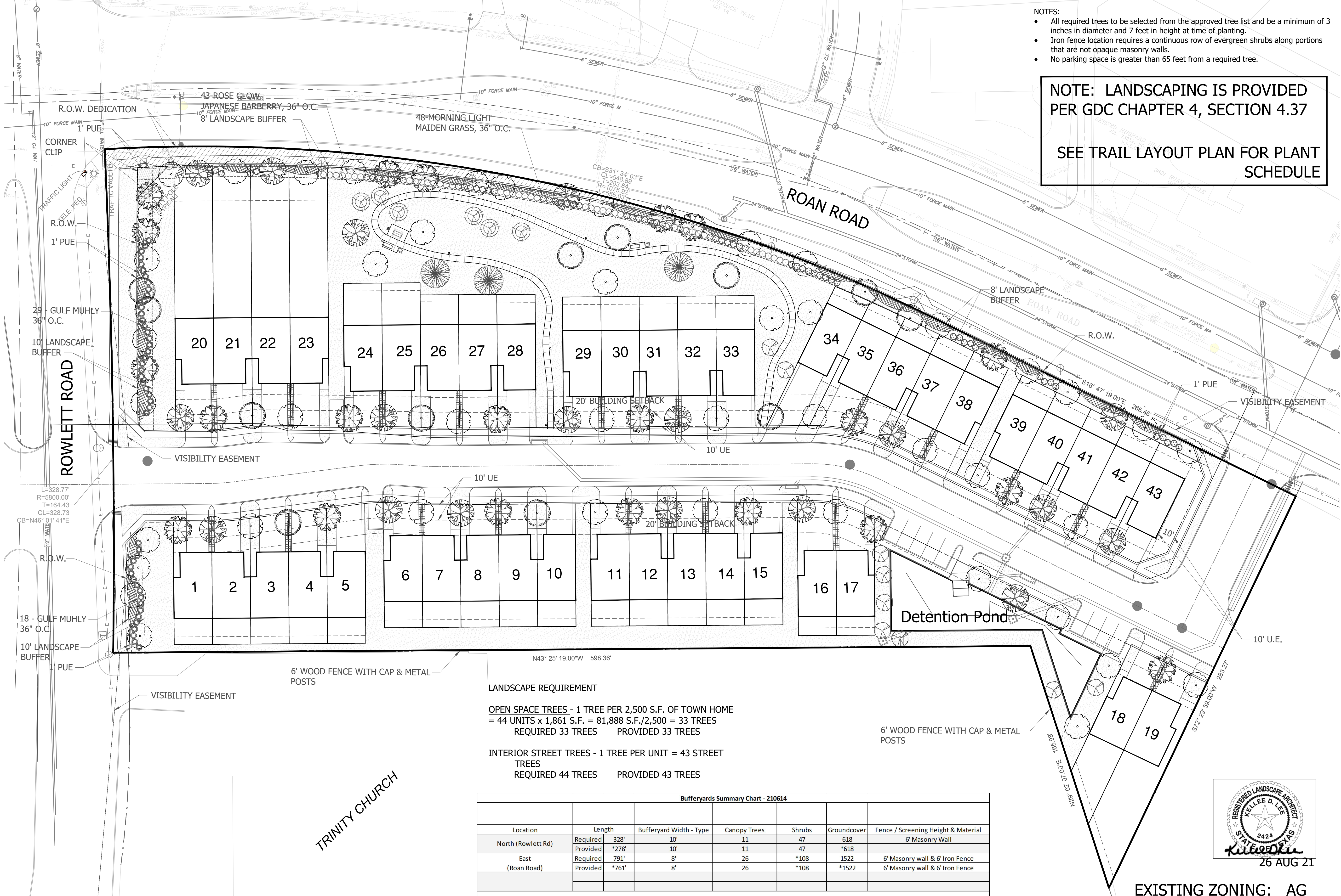
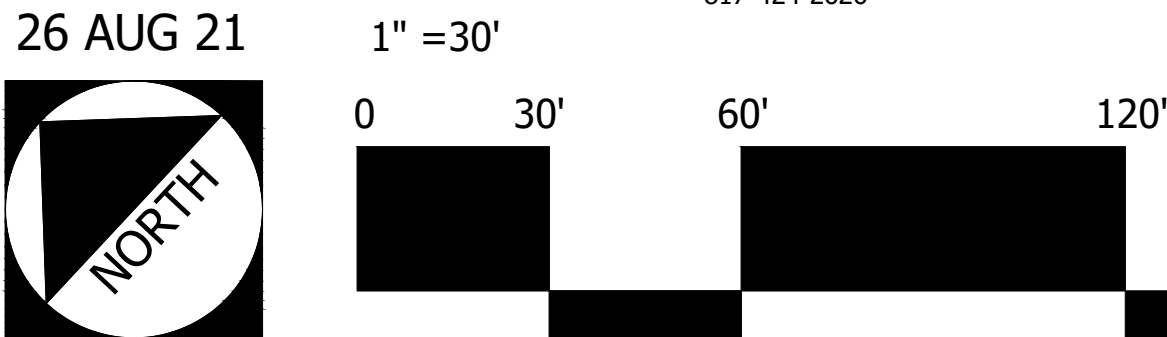
Owner:
Smith Dynasty Trust
P.O. Box 493
sulphur Springs, TX 75483
Tel: 214-403-0649
Contact: Luckey McDowell

Engineer:
CCM Engineering
2570 Justin Road, Suite 209
Highland Village, TX 75077
Tel: 972-691-6633
Contact: Cody Crannell

Applicant:
Casa-Bella Homes
2201 Main Street, Suite 508
Dallas, Texas 75201
Tel: 972-834-7611
Contact: Parker Elliott

Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626



- NOTES:
- All required trees to be selected from the approved tree list and be a minimum of 3 inches in diameter and 7 feet in height at time of planting.
 - Iron fence location requires a continuous row of evergreen shrubs along portions that are not opaque masonry walls.
 - No parking space is greater than 65 feet from a required tree.

NOTE: LANDSCAPING IS PROVIDED
PER GDC CHAPTER 4, SECTION 4.37

SEE TRAIL LAYOUT PLAN FOR PLANT
SCHEDULE

LANDSCAPE REQUIREMENT

OPEN SPACE TREES - 1 TREE PER 2,500 S.F. OF TOWN HOME
= 44 UNITS x 1,861 S.F. = 81,888 S.F./2,500 = 33 TREES
REQUIRED 33 TREES PROVIDED 33 TREES

INTERIOR STREET TREES - 1 TREE PER UNIT = 43 STREET
TREES
REQUIRED 44 TREES PROVIDED 43 TREES

Bufferyards Summary Chart - 210614						
Location	Length	Bufferyard Width - Type	Canopy Trees	Shrubs	Groundcover	Fence / Screening Height & Material
North (Rowlett Rd)	Required 328'	10'	11	47	618	6' Masonry Wall
	Provided *278'	10'	11	47	*618	
East (Roan Road)	Required 791'	8'	26	*108	1522	6' Masonry wall & 6' Iron Fence
	Provided *761'	8'	26	*108	*1522	6' Masonry wall & 6' Iron Fence
Note any credits used in calculations:						
* Driveways not included						



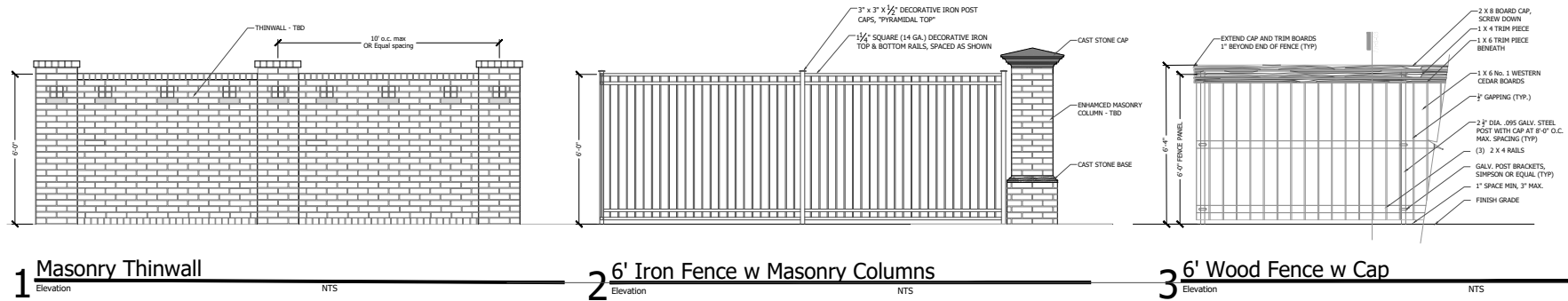
EXISTING ZONING: AG
PROPOSED ZONING: PS-SFA

Case No. 200903-2

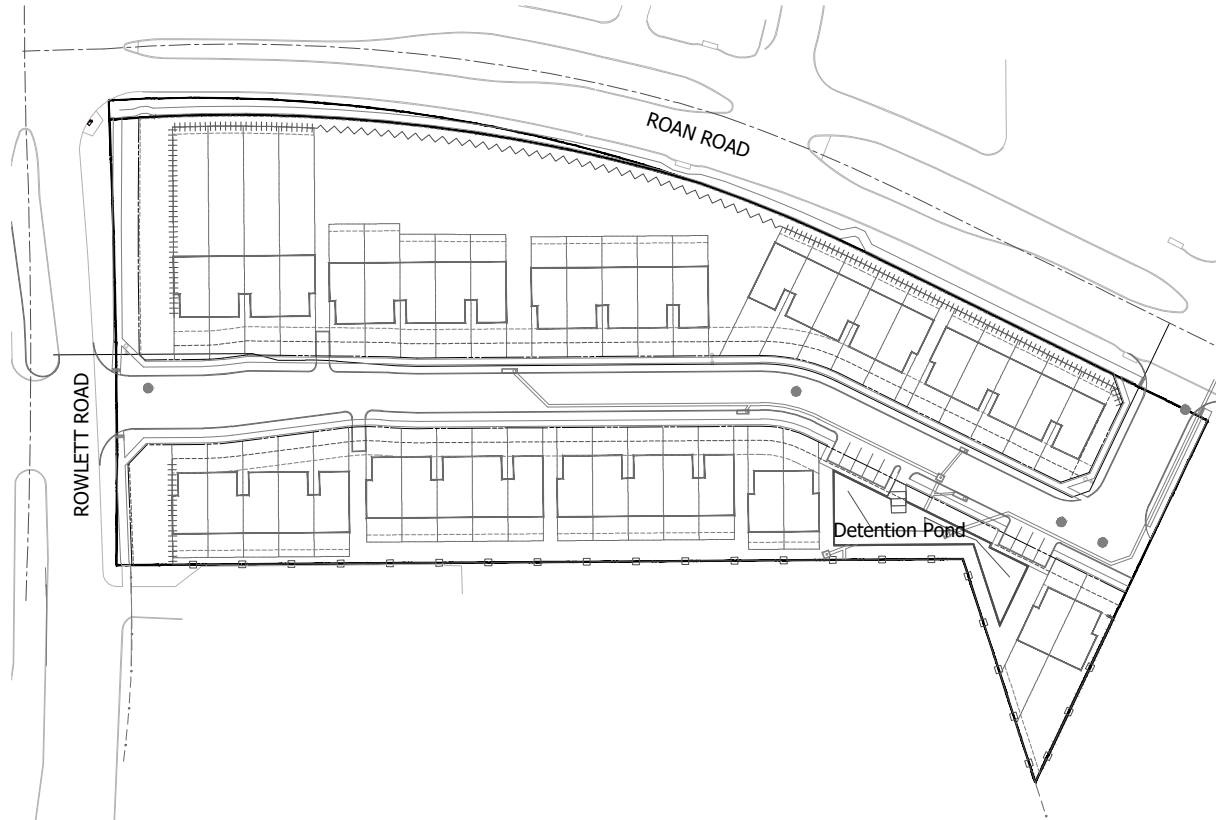
Crescent Heights Townhomes

2126 Rowlett Road, Garland, Texas 75043

Garland, Dallas County, Texas



Legend	
6' Masonry Wall	+++++
6' Iron Fence w/Masonry Columns	~~~~~
40' o.c. m.b.x.	----
6' Wood Fence with Cap and Metal Posts	—o—o—o—

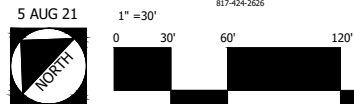


Owner:
Smith Dynasty Trust
P.O. Box 493
Sulphur Springs, TX 75483
Tel: 214-403-0649
Contact: Luckey McDowell

Engineer:
CCM Engineering
2570 Justin Road, Suite 209
Highland Village, TX 75077
Tel: 972-691-6633
Contact: Cody Crannell

Applicant:
Casa-Bella Homes
2201 Main Street, Suite 508
Dallas, Texas 75201
Tel: 972-834-7611
Contact: Parker Elliott

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626



Case No. 200903-2

Fence & Wall Diagram Crescent Heights Townhomes

2126 Rowlett Road, Garland, Texas 75043

Garland, Dallas County, Texas

NOTE:

TRAIL LIGHTING - BOLLARDS

ACCESS FIXTURES
40 JACKSON STREET
WORCESTER, MA 01608
800-468-9925

- COLOR: BLACK
- BOLLARD: BOLO SOLAR LED BOLLARD LIGHT - ROUND FLAT TOP



NOTE:

- ALL SITE FURNISHINGS CAN BE OBTAINED THROUGH (OR EQ.):

VICTOR STANLEY ®
P.O. Drawer 330
DUNKIRK, MD 20754
P: 1-800-2368-2573

- COLOR FOR ALL: BLACK

- BACKED BENCHES ARE TO BE (OR EQ.):

STEELSITES RB COLLECTION
MODEL NO. RB-28
SURFACE MOUNT 6' BENCHES

- TRASH RECEPTACLES ARE TO BE (OR EQ.):

STEELSITES RB COLLECTION
MODEL NO. RB-36 36 GAL. SURFACE MOUNT

- PICNIC TABLE:

STEELSITE RB COLLECTION
MODEL NO. FRST-6 - 6'

- GRILL:

CSF COMMERCIAL SITE FURNISHINGS
3521 WETUMPKA HIGHWAY
MONTGOMERY, AL 36110-2717
P: 1-800-278-4480

MODEL NO. STANDARD IN GROUND GRILL - IN GROUND
SPEC SHEET: LC120-STD-IG



Plant List and Schedule

CANOPY TREES

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Live Oak <i>Quercus virginiana</i>	45	3" CAL. / 14'-16" HT. / 10'-12" SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Red Oak <i>Quercus shumardii</i>	12	3" CAL. / 14'-16" HT. / 10'-12" SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Cedar Elm <i>Ulmus crassifolia</i>	21	3" CAL. / 14'-16" HT. / 10'-12" SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Chinese Pistache <i>Pistacia chinensis</i>	3	3" CAL. / 14'-16" HT. / 10'-12" SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)
	Texas Ash <i>Fraxinus texensis</i>	18	3" CAL. / 14'-16" HT. / 10'-12" SPREAD	single trunk clear to 6'; box grown; matching growth (MT = MULTITRUNK)

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.

ACCENT / UNDERSTORY TREES

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Crape Myrtle <i>Lagerstroemia indica</i>	9	30 Gal. / 8' HT. / 4' SPREAD	container grown; matching growth (MT = MULTITRUNK)
	Chaste Tree <i>Vitex agnus-castus</i>	6	30 Gal. / 8' HT. / 4' SPREAD	container grown; matching growth (MT = MULTITRUNK)

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.

SHRUBS

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Maiden Grass 'Morning Light' <i>Miscanthus sinensis 'Morning Light'</i>	65	5 GAL. / 30" HT. / 36" SPREAD	container grown; full growth; 36" o.c.; triangular spacing
	Gulf Muhly <i>Muhlenbergia capillaris</i>	47	5 GAL. / 24" HT. / 36" SPREAD	container grown; full growth; 36" o.c.; triangular spacing
	Rose Glow Japanese Barberry <i>Berberis thunbergii 'Rose Glow'</i>	43	5 GAL. / 30" HT. / 36" SPREAD	container grown; full growth; 36" o.c.; triangular spacing

NOTE: ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED

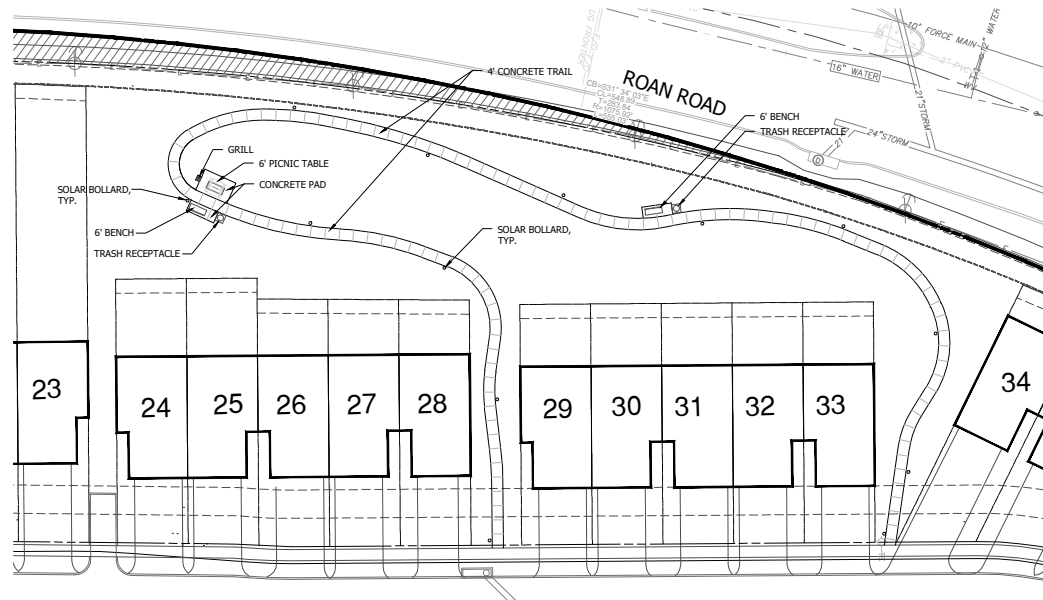
GROUND COVER

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Big Blue Liriope <i>Liriope muscari 'Big Blue'</i>	3,840	1 GAL./6"-12" HT./ 12" SPREAD	full growth; 12" o.c.; triangular spacing

NOTE: ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED

TURF

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Bermudagrass <i>Cynodon dactylon</i>	53,525 S.F.	SOLID SOO	contractor to field verify quantity of sod / hydromulch required

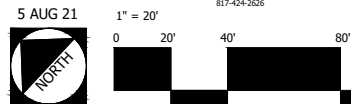


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Applicant:
Casa-Bella Homes
2201 Main Street, Suite 508
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Contact: Parker Elliott

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626



Trail Layout

Crescent Heights Townhomes

2126 Rowlett Road, Garland, Texas 75043

Case No. 200903-2

Garland, Dallas County, Texas





These plans are the property of Homes to Home Plans, LLC and are not to be reproduced or reused for construction without express written consent of Homes to Home Plans, LLC. The purchase of these plans grants a licensee to build one dwelling only. Builder/Owner shall verify and obtain all permits of the town prior to construction. Any change orders will void designer's liability. Designer's liability shall not exceed the cost of the plans.

Project Issue / Date: 12/30/20	
CASE #260903-2	
Issue Log:	Issue Date
Sketch Set	02/22/21
Check Set	04/21/21
Coordination Set	
Permit Set	
Construction Set	

505 E. AVENUE K
GRAND PRAIRIE, TX 76050
833.4UR.PLAN H2HPLAN.COM

400 E. AVENUE 14
DENVER, CO 80202
303.440.8811 WWW.HHPLANS.COM

House to Home Plans, LLC

Designing Beautiful Houses That Become Beautiful Homes!

<u>DATE</u> AUG. 25
<u>DRAWN BY</u> TY HOWERTON
<u>CUSTOMER</u> CASABELLA
<u>SHEET</u> ○ - ○

PLAN NUMBER
2413-2021-24

ADDRESS
126 ROWLETT ROAD
GARLAND, TX 75043

The image displays two 3D architectural renderings of a row of townhouses. The top rendering shows a side elevation of a long row of townhouses with a mix of brick and siding, set against a cloudy sky. The bottom rendering shows a front elevation of a similar row of townhouses, featuring garages and a red car parked in front. A circular logo with 'HOUSE' and '1' is in the top right corner. The text 'EXHIBIT E' is on the left side, and '3D shots' is in the bottom left corner.



608 E. AVENUE 16
GRAND PRAIRIE, TX 75050
833.4URPLAN H2HPLAN.COM

DATE
AUG. 25

DRAWN BY
HOWERTO

CUSTOMER
ASABELLA

SHEET
0 - 0

ADDRESS
2126 ROWLETT ROAD
GARLAND, TX 75043

EXHIBIT E



These plans are the property of House to Home Plans, LLC and are not to be reproduced or used for construction without express written consent of House to Home Plans, LLC. The purchaser of these plans grants a limited license to the purchaser to use these plans for the construction of one residence only. Any other use without the express written consent of House to Home Plans, LLC is prohibited. Copyright 2021 - House to Home Plans, LLC

Project Issue / Date: 12/30/20	CASE #2009003-2
Issue Log: 02/22/21	Issue Date: 02/22/21
Client Set: 04/21/21	Client Set: 04/21/21
Construction Set	Construction Set
Permit Set	Permit Set
Construction Set	Construction Set

3D RENDERING
2413-2021-24
HOUSE TO HOME PLANS, LLC
833.406.1234

House to Home Plans, LLC
DESIGNING BEAUTIFUL HOMES THAT BECOME BEAUTIFUL HOMES!

DATE

AUG. 25

DRAWN BY

TY HOWERTON

CUSTOMER

CASABELLA

SHEET

0 - 0

PLAN NUMBER

2413-2021-24

ADDRESS

2126 ROWLETT ROAD
GARLAND, TX 75043

EXHIBIT E



3D shots



Project Issue / Date: 12/30/20	CASE
#207903-2	
Issue Log:	Issue Date:
Garage Set	02/22/21
Crane Set	04/21/21
Construction Set	
Permit Set	
Construction Set	

2126 ROWLETT ROAD
GARLAND, TX 75043
858.406.1234
H2HPLAN.COM

House to Home Plans, LLC
Designing Beautiful Homes That Become Beautiful Homes!

DATE

AUG. 25

DRAWN BY

TY HOWERTON

CUSTOMER

CASABELLA

SHEET

0 - 0

PLAN NUMBER

2413-2021-24

ADDRESS

2126 ROWLETT ROAD
GARLAND, TX 75043

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EXHIBIT E



3D shots



These plans are the property of House to Home Plans, LLC and are not to be reproduced or used for construction without express written consent of House to Home Plans, LLC. The purchaser of these plans grants a limited license to the purchaser to use these plans for the construction of a single-family residence. Any other use without the express written consent of House to Home Plans, LLC is prohibited. Copyright 2021 - House to Home Plans, LLC

Project Issue / Date: 12/30/20	CASE #2009003-2
Issue Log: 02/22/21	Issue Date: 04/21/21
Client Set: 04/21/21	Construction Set
Permit Set	Construction Set

3645 N. WINDY
RD 4000
GARLAND, TX 75043

House to Home Plans, LLC
Designing Beautiful Homes That Become Beautiful Homes!

DATE

AUG. 25

DRAWN BY

TY HOWERTON

CUSTOMER

CASABELLA

SHEET

0 - 0

PLAN NUMBER

2413-2021-24

ADDRESS

2126 ROWLETT ROAD
GARLAND, TX 75043

EXHIBIT E



3D shots



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Project Issue / Date: 12/30/20	CASE #207903-2
Issue Log: 02/22/21	Issue Date: 02/22/21
Client Set: 04/21/21	Client Set: 04/21/21
Construction Set	Permit Set
Construction Set	Construction Set

6666 N. WINDY
SUITE 100
GARLAND, TX 75040
858.406.1234
H2HPLAN.COM

House to Home Plans, LLC
Designing Beautiful Homes That Become Beautiful Homes!

DATE

AUG. 25

DRAWN BY
TY HOWERTON

CUSTOMER
CASABELLA

SHEET

0 - 0

PLAN NUMBER

2413-2021-24

ADDRESS

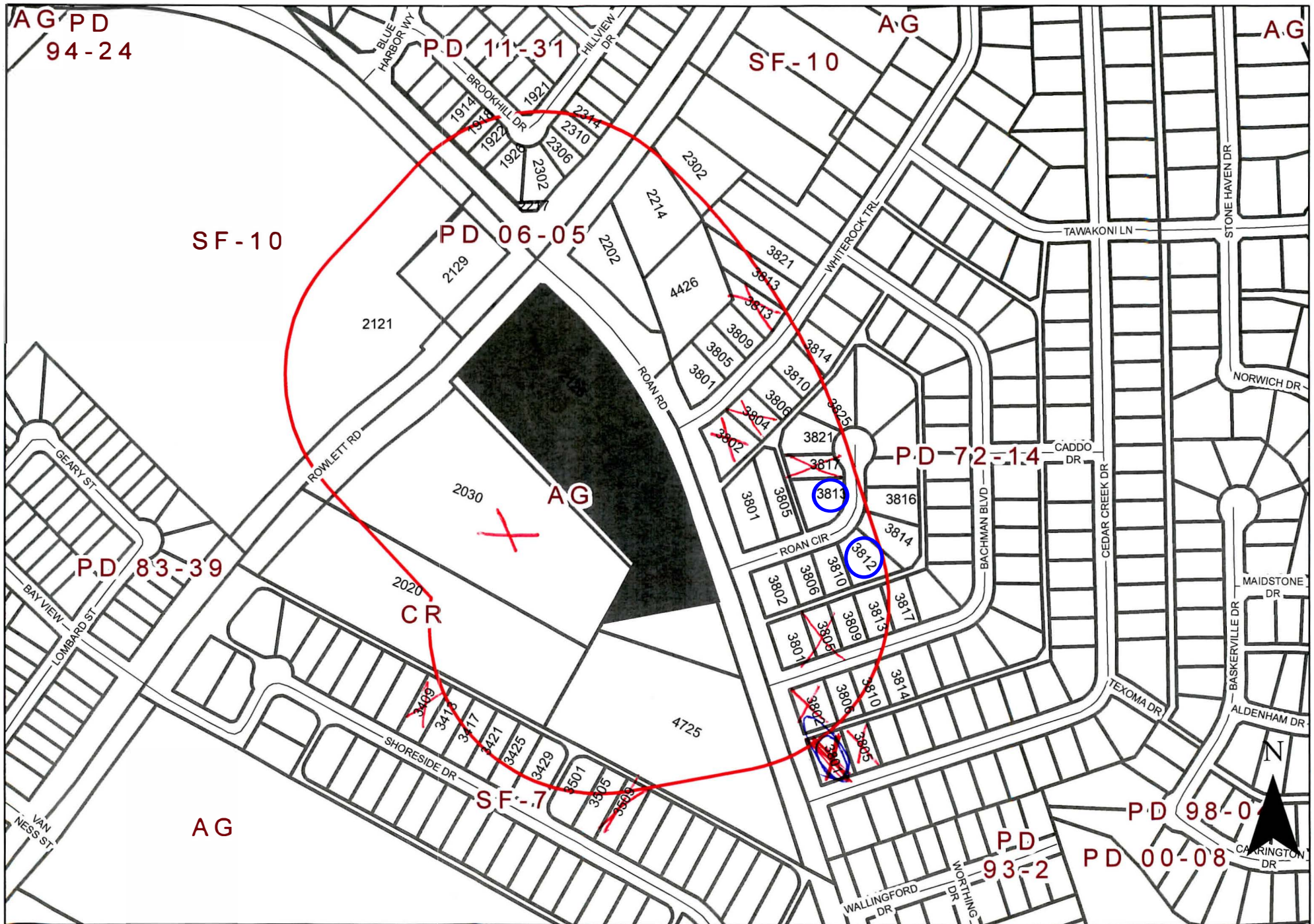
2126 ROWLETT ROAD
GARLAND, TX 75043

REPORT & MINUTES

P.C. Meeting, August 16, 2021

Consideration of the application of **CCM Engineering**, requesting approval of a Detail Plan for Single-Family Attached Homes (Townhouses). This property is located at 2126 Rowlett Road. (District 3) (File Z 20-44 - Detail Plan)

Motion was made by Commissioner Jenkins to **approve** the request with the additional Planned Development (PD) condition of a 25 foot minimum lot width. Seconded by Commissioner Ott. **Motion carried: 9 Ayes, 0 Nays.**



0 200 400 Feet 1 inch = 298 feet	Zoning Map Z 20-44 2126 Rowlett Road	INDICATES AREA OF REQUEST INDICATES NOTIFICATION AREA
--	---	---

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Bruce W. Hanby

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3812 Roan Circle

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043-1921

Zip Code / Código postal / Mã Bưu Chính

Bruce W. Hanby

Signature / Firma / Chữ ký

8/30/21

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

From: [Terry H. Britton](#)
To: [Planning Group](#)
Cc: [Terry H. Britton](#)
Subject: [EXTERNAL] Comment Form Case Z 20-44 CCM Engineering Proposal
Date: Sunday, August 15, 2021 8:44:59 PM
Attachments: [Comment Form Case Z 20-44.pdf](#)

My wife and I live at 3817 Roan Circle.

We believe that, if you build town homes on this property, it will increase the traffic flow on Roan Road. Roan Road is already a congested road. People used Roan Road to go to Rowlett and Sachse to circumvent paying the toll on George Bush Turnpike.

We believe, It will it make our neighbor hood traffic more dangerous and noisy.

We believe, it will create the possibility for more crime in our neighbor hood.

We believe it will bring down the value of our property. We can't see the up side.

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Terry and Janie Britton **Joint home owners**

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3817 Roan Circle

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Terry H Britton Janie Britton 8/15/2021

Signature / Firma / Ch ữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued –

Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

My wife and I live at 3817 Roan Circle.

We believe that, if you build town homes on this property, it will increase the traffic flow on Roan Road. Roan Road is already a congested road. People used Roan Road to go to Rowlett and Sachse to circumvent paying the toll on George Bush Turnpike.

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We believe, it will create the possibility for more crime in our neighbor hood.

We believe it will bring down the value of our property.
We can't see the up side.

[The page contains several horizontal black bars obscuring the original text.]

(S)

Comment Form

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☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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JOHN + STACI MAIN

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3802 Bachman Blvd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Tx

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

- We and our neighbors are against this project and rezoning for similar projects due to nonconforming to our established lakeside neighborhood.
 - Already a high traffic area in all directions. Added traffic from high density housing creates additional safety concerns, pollution, eventual devaluation of our neighborhood + property values and would be overdevelopment of this area.
 - Our neighborhood already has plenty of multi-family housing.
 - Ourselves + many neighbors have lived here decades and the expansion of the current 4 lane Roan Road from years ago continues to produce increased traffic year after year as more people move to the area. We're already shaking the foundations of our homes due to fast moving high volume traffic exiting from I-30 alone.
- Thank you for saving our neighborhood.

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Todd Murphy

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3805 Bachman Blvd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Texas

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

8/15/21
Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 20-44

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Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

*Too Much traffic in the area as it is, this
will only add more. It will also drive down
our property values.*

Comment Form

Case Z 20-44

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For / A Favor / Đúng

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Jose A Castillo Arellano

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3806 Bachman Blvd

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu chính

Signature / Firma / Chữ ký

08/13/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

AUG 13 '21 PM 1:00

Comment Form Continued – Case Z 20-44

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

~~that~~ to whom this may concern, I am
against this proposal because; not only will this
generate more traffic, but it will also lower my
property value and might increase the property taxes.

Comment Form

Case Z 20-44

Outside the Notification Area

MAIL
Today

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Terry Dan Cook - Sandra J. Cook

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3917 Bachman Blvd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Texas

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Terry Dan Cook

Sandra J. Cook

8-8-21

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Outside the Notification Area

AUG 17 '21 11:54

Comment Form Continued – Case Z 20-44

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Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

This would cause too much traffic
to be added to an already busy Street.

From: [Roger Plummer](#)
To: [Planning Group](#)
Subject: [EXTERNAL] Against
Date: Sunday, August 15, 2021 4:14:58 PM

Comment Form Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Roger Plummer, Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

4006 Bachman Blvd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

8/15/21

Allmendinger, Tracy

Outside notification area

From: Jonny Fitzgerald <jfitzhc2@gmail.com>
Sent: Saturday, August 7, 2021 5:10 PM
To: Planning Group
Subject: [EXTERNAL] Case Z 20-44

I own and live in a home at 4012 Bachman Blvd, Garland, TX 75043
I would like to register a position against this zoning change

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Mark Eggert

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

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3801 Cedar Creek Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

Aug. 6, 2021

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

AUG 10 '21 AM 10:55

The statements below reflect my (our) opinion regarding the proposed request(s).

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

[illegible]

From: [Jami Prda](#)
To: [Planning Group](#)
Subject: [EXTERNAL] Re-zoning Roan/Rowlett
Date: Monday, August 16, 2021 1:39:00 PM

This is our vote of NO for 3801 Cedar Creek Dr, Garland, TX 75043. (Form attached)

There is already too much traffic cutting through to Rowlett Rd and it is only going to get worse for the next few years with construction beginning on Eastbound 30.

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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Jami Proda, Tenant

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3801 Cedar Creek Dr.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, Tx 75043

City, State / Estado de la Ciudad / Thành bang

75043

Comment Form Continued – Case Z 20-44

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We do not want more traffic on an already busy road!! Especially with Roan being a cut through to Rowlett Rd and construction on 30 beginning already!! We will have enough added traffic due to that.

Comment Form

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MR. DAVID LYNN HUFFHINES

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3802 WHITE ROCK TRAIL

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND, TX 75043

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

David Lynn Huffhines

Signature / Firma / Chữ ký

8/8/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued –

Case Z 20-44

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Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

The Top issue is The Intersection of Rowlett Rd and Road. The obstruction of Condos will Block The View Of This Intersection and will Render it more Dangers Intersection. The address of 2126 Rowlett Road and Road has always been zoned as Agriculture. The value of our homes, will plummet if multi level Condo's are built. Privacy will be Restricted In Our Backyards due to multi-level Condo's. The number of people sent this survey is limited per the zoning map. This addition of 2126 Rowlett affects the whole neighbor not just a few. We are voting Against the building of these Condo's.

This will entile Traffic coming From Hwy 30 to Road and Rowlett Rd, trying to go to 66 virtually another Freeway. The amount of Cars will be unbearable.

Comment Form

Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

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Against / En Contra / Không

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MICHAEL J. WESSLING

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3804 WHITE ROCK TRAIL

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Qhính

Signature / Firma / Chữ ký

8/16/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued –

Case Z 20-44

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Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

I have been resident of Garland since 1976 living at 3804 Whiterock Trail. I am opposed to this zoning change, as it will impact traffic along Roan and Rowlett roads. The traffic at this intersection is already heavy during the rush hours (6-8am and 4-6pm). There will be limited ability to add ingress and egress without impact traffic flow on these streets due to the limited frontage on Rowlett Road and the absence of any curb cuts into the proposed property. Any attempt to provide access will further delay traffic in both directions on Rowlett Road as well as delaying traffic on Roan Road trying to access the property. With 43 townhomes, one can assume at least 43+ additional vehicles entering the property. Additionally, the proposed does not meet the minimum requirements for the proposed zoning without variances being approved. The proposed zoning changes should be declined or the number of units reduced to comply with comparable zoning requirements for residences in the area. The South Garland area has been inundated with apartment complexes along Bobtown Road and Roan Road.

Comment Form Case Z 20-44

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / AFavor / Đồng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov, deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 489002 Garland, TX 75406-9002 / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 489002 Garland, TX 75406-9002 / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 489002 Garland, TX 75406-9002.

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

Emmanuel Abraham

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

3812 Whitlocke Trail Garland

City/Insa / Estado de la Ciudad / Thành phố

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

Date / Fecha / Ngày

(Please print name and address on the back of the form) / (La dirección de correo electrónico y el número de teléfono con el que se puede contactar al propietario deben ir en la parte posterior del formulario) / (Điền đầy đủ họ tên và địa chỉ trên mặt sau của đơn)

Allmendinger, Tracy

From:
Sent:
To:
Subject:

emmanuel abraham <chackungal@yahoo.com>
Friday, August 6, 2021 10:18 PM
Planning Group
[EXTERNAL] Case z 20-44

**Comment Form Continued –
Case Z 20-44**

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

my property value goes d

Too much Traffic

Smus

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Anita Joyce

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3905 Cedar Creek Dr

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland Texas

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã B u Chính

Signature / Firma / Chữ ký

8/22/21

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

City of Garland
Planning Department
P.O. Box 469002
Garland, Texas 75046-9002



GARLAND
TEXAS MADE HERE



Scan Me

**NOTICE OF PUBLIC HEARING OF
THE GARLAND PLAN COMMISSION**

Dear Garland Resident, Property Owner or Business Owner: You are receiving this letter because your address is within 400 feet of the proposed zoning change.

RE: Z 20-44 CCM Engineering. The applicant proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3) (see included map)

Date: A Public hearing will be held by the City of Garland Plan Commission at 7:00 p.m., Monday, August 16, 2021.

Location: William E. Dollar Municipal Building (City Hall), Council Chambers, 200 North Fifth Street, Garland, Texas 75040

Virtual Access to the meeting can be found on the City of Garland website, with the Meeting and Agenda webpage and can be found at:

<https://www.garlandtx.gov/801/Meeting-Agendas-and-Minutes>

(Agendas are posted at least 72 hours before the meeting.)

For more information about Case Z 20-44 and other zoning cases, and to register a position for or against, go to: www.garlandplanning.org or scan the **QR code** in the upper corner. *(Agendas will also contain additional information. See link above.)*

You may also contact City Planner Kimberly Hopkins at 972-205-2454 or email at khopkins@garlandtx.gov.

Para Español, por favor contactar a Josue De La Vega a 972-205-2833 o correo electrónico a jdelavega@garlandtx.gov

(It is important that you include your property address, your name, and mailing address in any correspondence concerning the case)

Outside the Notification Area

From: rebecca guevara <rsgmk@yahoo.com>
Sent: Thursday, August 12, 2021 5:36 PM
To: Hopkins, Kimberly
Subject: [EXTERNAL] Z 20-44

Dear Kimberly,

I am emailing to state that I am **against** the zoning change for the property at Roan/Rowlett Rd. As a homeowner in a neighborhood across the street from this proposed development, I do not want to increase in traffic and noise this project will bring. These town homes also tend to attract short-term homebuyers and renters, which has been seen in the Windsor Park development. This could increase our crime in our area. We already deal with the loud noise from those who race on the 190/George Bush Bridge across the lake. The extra traffic and noise would make this area much less desirable for future homebuyers.

Thank you,

Rebecca Guevara
3922 Cedar Creek Dr.
Garland, TX 75043

Allmendinger, Tracy

From: TLC Financials <financials@trinitylifebaptistchurch.org>
Sent: Wednesday, August 18, 2021 4:19 PM
To: Planning Group
Subject: [EXTERNAL] C Z 20-44
Attachments: img20210818_16142900.pdf

Attached Comment Form Case Z 20-44

--
MikeArthur
Trinity Life Baptist Church
Have a Blessed Day!!

Comment Form

Case Z 20-44

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road. (District 3)

CCM Engineering propone construir 43 townhomes con amenidades de espacio abierto. Este sitio está ubicado en 2126 Rowlett Road. (Distrito 3)

CCM Engineering đề xuất xây dựng 43 căn nhà phố với tiện ích không gian mở. Địa chỉ này nằm ở 2126 Rowlett Road. (Quận 3)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Mike Arthur - Treasurer

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

2030 Rowlett Rd.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

[Signature]

Signature / Firma / Chữ ký

08/17/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 20-44

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☐

For / A Favor / Đúng

☒

Against / En Contra / Không

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IRMA A. ARGENTA - Property owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

3409 Shoreside DR

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

[Signature]

Signature / Firma / Chữ ký

8.28.2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

In my opinion this will bring more crime to
this neighborhood. I'm against it.

Comment Form

Case Z 20-44

Outside the notification area

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng



Against / En Contra / Không

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Mr. & Mrs Charles Scott

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1705 Lakeland Park Drive

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75043

Zip Code / Código postal / Mã Bưu Chính

Warone Scott

Signature / Firma / Chữ ký

8/24/2021

Date / Fecha / Ngày

Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

AUG 30 '21 AM 11:21

Comment Form Continued – Case Z 20-44

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

We are against the rezoning. Putting more high density, low income housing will just increase crime & bring down property values. We need single family homes. It is prime property because ~~of~~ its location, close to the lake & amenities. In order to make Garland a destination, ~~and a~~ more desirable place, we need to start with higher end housing & retail. ~~We~~ We are NOT in favor of the rezoning!!

-Sincerely,
Charles & Darlene Scott

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

CCM Engineering proposes to construct 43 townhomes with an open space amenity. This site is located at 2126 Rowlett Road.

**Marianne &
Robert Jones**

9/1/2021
11:33:31 PM

Against

3801 Roan Cir, Garland,
TX 75043, USA
Garland
TX
United States
75043

Marianne1295@Outlook.com
2144763769

It is too close to our house, we are overcrowded over here

Dominic Arzon

8/31/2021
7:40:09 PM

Against

114 Fountain Hills Dr
Garland
Texas
United States
75044

Outside the notification area

**Tamara
McLaughlin**

8/30/2021
2:21:34 PM

Against

4406 Harvest Ln.
Sachse
Texas
United States
75048

Tamaraannh@gmail.com
2146496158

Outside the notification area

**Jennifer
Martinez**

Against

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

8/27/2021
10:44:16 PM

3425 Shoreside dr.

Jenn_31@hotmail.com



Garland

9729747545

Texas

United States

75043

Chuck Scott

AGAINST

Outside the notification area

8/25/2021
7:55:50 PM

1705 Lakeland Park Dr

chuckscottiowa@gmail.com

Garland

5157709903

Texas

United States

75043

Not in favor

Darlene Scott

Against

Outside the notification area

8/25/2021
7:53:21 PM

1705 Lakeland Park

Darlenescott7777@gmail.com

Drive

Garland

TX

United States

75043

Cynthia Godina

Against

Outside the notification area

8/24/2021
4:31:55 AM

4222 Cedar Creek Dr

Garland

Texas

United States

<null>

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

**Cody William
Mcneel**

8/22/2021
11:49:49 AM

AGAINST

5017 Wordsworth Drive

Garland

TX

United States

75043

codymcneel@hotmail.com

9039871767

*Outside the notification
area*

CJ

8/19/2021
9:23:46 PM

Against

3905 Cedar Creek Dr

Garland

Texas

United States

<null>

*Outside the notification
area*

Irma

8/19/2021
3:05:43 PM

Against

3409 shoreside dr

Arguet05@gmail.com

Garland

2144370983

Texas

United States

75043

Against

✓

**KIMBERLI
SCOTT**

8/16/2021
11:55:08 PM

Against

4014 WHITEROCK TRL,

kdsds@gmail.com

Garland

2145872865

TX

United States

75043

*Outside the notification
area*

This will increase traffic, potentially increase crime, create an eye-sore as

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

the exterior layout is not pleasing with the front-facing garages, and reduce our property values.

Joshua Fryar

Against

Outside the notification area

8/16/2021
9:47:03 PM

4222 cedar creek

Garland
Texas
United States
75043

I

Jose Castillo

Against

✓

8/16/2021
9:13:42 PM

3806 Bachman Blvd

Garland
Texas
United States
75043

jcastill0a@yahoo.com

2146045663

My family and I are all against this proposal.

Tony Godina

Against

Outside the notification area

8/16/2021
9:01:41 PM

1118 Pyramid Drive

Garland
Texas
United States
75040

tonygodina1@gmail.com

2142357079

Robert Glenn

Against

✓

8/16/2021
8:48:57 PM

3814 Bachman Blvd

Garland
Texas
United States

Soarrer@aol.com

4694415742

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

75043

Do not want condos in immediate neighborhood. This is my homestead.

Deborah Glenn

Against

8/16/2021
8:47:01 PM

3814 Bachman Blvd

Msdeean@aol.com

Garland

4692312242

Texas

United States

<null>

Do not want condos built in front of my homestead.

John Main

AGAINST

8/16/2021
3:54:27 AM

3802 Bachman Blvd.

mainhomes@aol.com

Garland

214-668-5179

Texas

United States

75043

Non conforming to SFR Homes surrounding, traffic etc.

Staci Main

AGAINST

8/16/2021
3:10:00 AM

3802 Bachman Blvd

mrsmain2010@gmail.com

Garland

214.808.4288

Texas

United States

75043

Non conforming housing for this neighborhood. Highly trafficked area already due to being a direct access to/from I-30. High volume housing would be overdevelopment and result in inevitable devaluation of neighborhood and property values.

Jeannette

For

8/13/2021
10:10:40 PM

3205 Hamlett LN

Outside the notification area

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

Staci

AGAINST

8/13/2021
12:10:00 PM

Main

Outside the Notification Area

Garland
Texas
United States
75043

AGAINST. I live within 400 feet of the property. And our neighbors are also AGAINST. This is already a high traffic area that does not need additional multi family dwellings and we already have Section 8 in our neighborhood. Thank you.

Rebecca

Against

8/12/2021
10:27:32 PM

Guevara

Outside the Notification Area

Garland
Texas
United States
75043

As a homeowner across from this proposed development, I do not want the added traffic, added noise, or the loss of value to my home due to this project, which tends to attract short-term buyers and renters, much like Windsor Park has become. I also fear this would increase crime in our area.

Jose Guevara

Against

8/12/2021
7:52:46 PM

3922 Cedar Creek Dr

jguevara@garlandtx.gov

Outside the Notification Area

Garland
Texas
United States
75043

Jason Fox

Against

8/12/2021
4:06:26 PM

3921 Cedar Creek Dr.

foxcts1@gmail.com

Outside the Notification Area

Garland
Texas

469-334-8594

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

United States
75043

I just moved to this area because of the open areas around this neighborhood. Please dont buld here, the streets are too small and too much traffic already. this would cause congestion for the school close by.

**Ernest
Christmas**
8/11/2021
11:28:27 PM

Against

Outside the Notification Area

1414 Knob Hill Dr

dayle1414@msn.com

Garland

19723030428

Texas

United States

75043

Traffic

**Roald van
Antwerpen**
8/11/2021
2:45:36 PM

Against

3509 Shoreside Drive

rbva@hotmail.com

Garland

4693966676

Texas

United States

75043

**Barbara
Johnson**
8/10/2021
9:34:29 PM

Against

2717 Club Meadow Dr

Outside the Notification Area

Garland

Texas

United States

75043

I am concerned about density and aesthetics of this development

Cindi Stewart

Against

Outside the Notification Area

8/10/2021

3913 Whiterock Trail

cs.stewart@verizon.net

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

9:05:47 PM

Garland
Texas
United States
75043

214-460-3025

Doug Stewart

Against

Outside the Notification Area

8/10/2021
6:56:20 PM

3913 Whiterock Trail

Garland
Texas
United States
75043

dr.stewart@verizon.net

214-605-1237

Jason Brooks

Against

8/10/2021
3:15:41 AM

3805 Cedar Creek Dr

Garland
Texas
United States
75043

jahbrooks@gmail.com

2146505802

Please do not allow townhomes to be built at this location. The surrounding areas are all single family dwellings (homes), and we fought to keep it as such in the 80s. There is a very sufficient market for homes, and there is no viable reason to allow this to change. Thank you for your time and consideration.

Elias Debrezion

Against

8/9/2021
2:33:13 AM

4702 Carlton Ct.

Garland
Texas
United States
75043

edebrezion@yahoo.com

Outside the Notification Area

6824726745

Would that the land was left as-is, or a turned into a public park decorated by

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 20-44	August 16, 2021	September 14, 2021	Kimberly Hopkins

a master arborist. If we must build a structure, build something that attracts, trains, and retains skilled workers. Build something that creates or promotes skilled jobs for Garland residents. All we seem to want to do lately is build townhomes, apartments, and housing complexes. The added populace people will live in Garland, but commute elsewhere for the higher-paying jobs. We inherit the traffic, without any of the benefits. Build a university for the City of Garland; staff it accordingly, have our high schoolers strive to attend it upon matriculation. Do something different, or just leave it as-is, please. The greenery is calming.

Z 20-44

The applicant proposes to construct 43 townhomes with an open space amenity.

[Approval of 1) a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units

Approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.]



GARLAND

TEXAS MADE HERE

**City Council Meeting
September 14, 2021**

Location: 2126 Rowlett Road

Applicant: CCM Engineering

Owner: Luckey McDowell

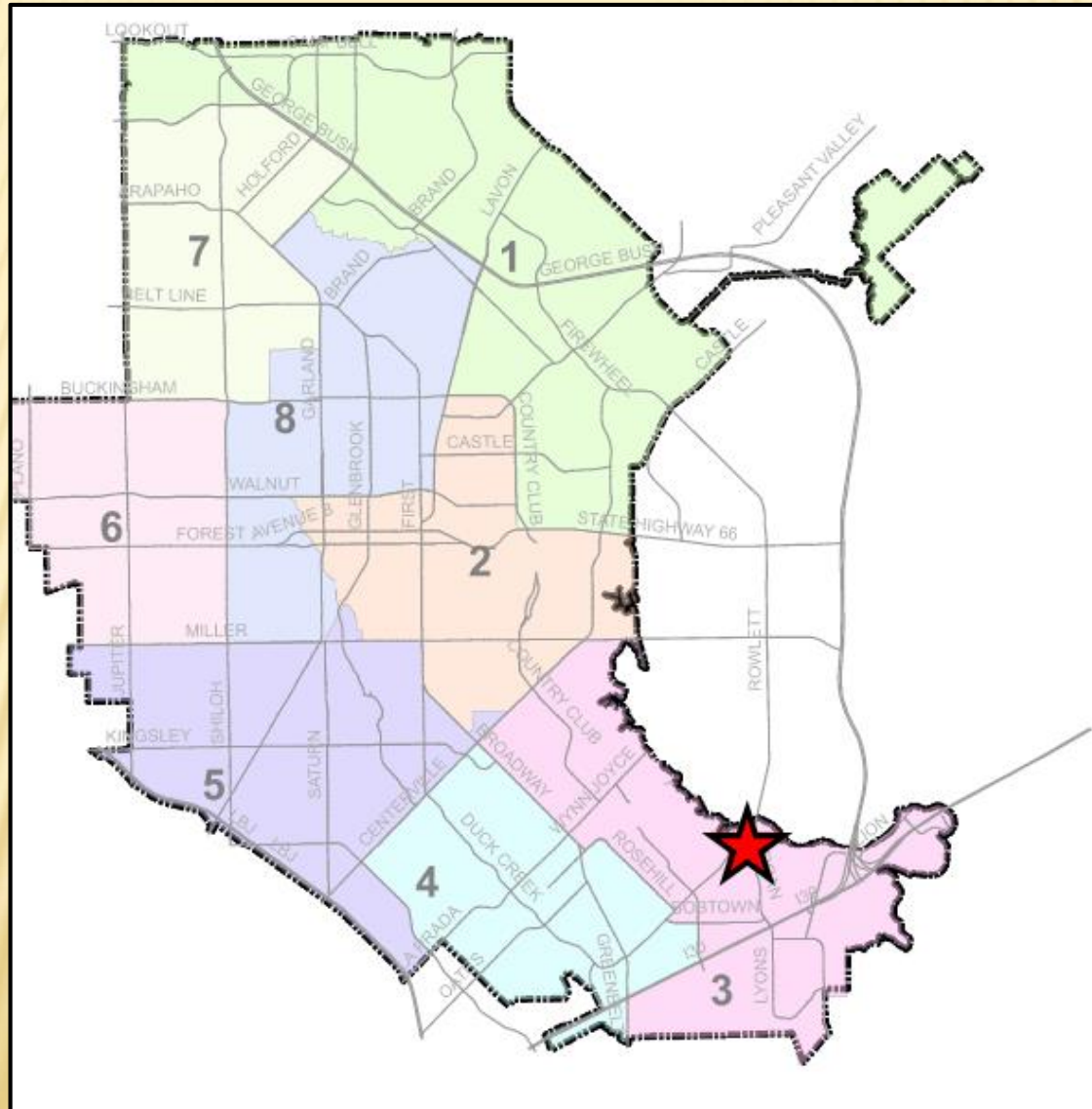
Acreage: 4.67 acres

Zoning: Agricultural (AG) District



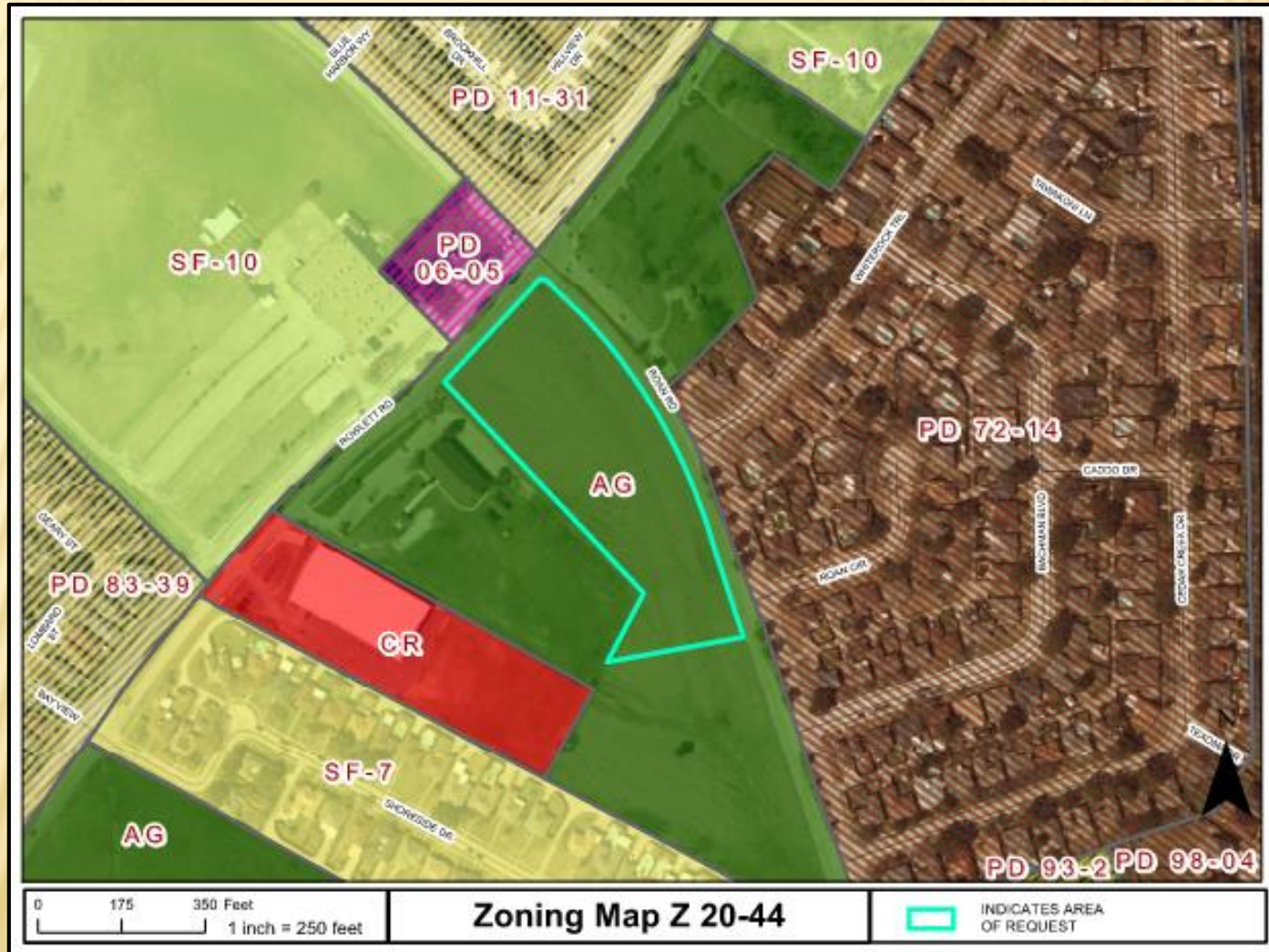
GARLAND
TEXAS MADE HERE

CITYWIDE LOCATION MAP



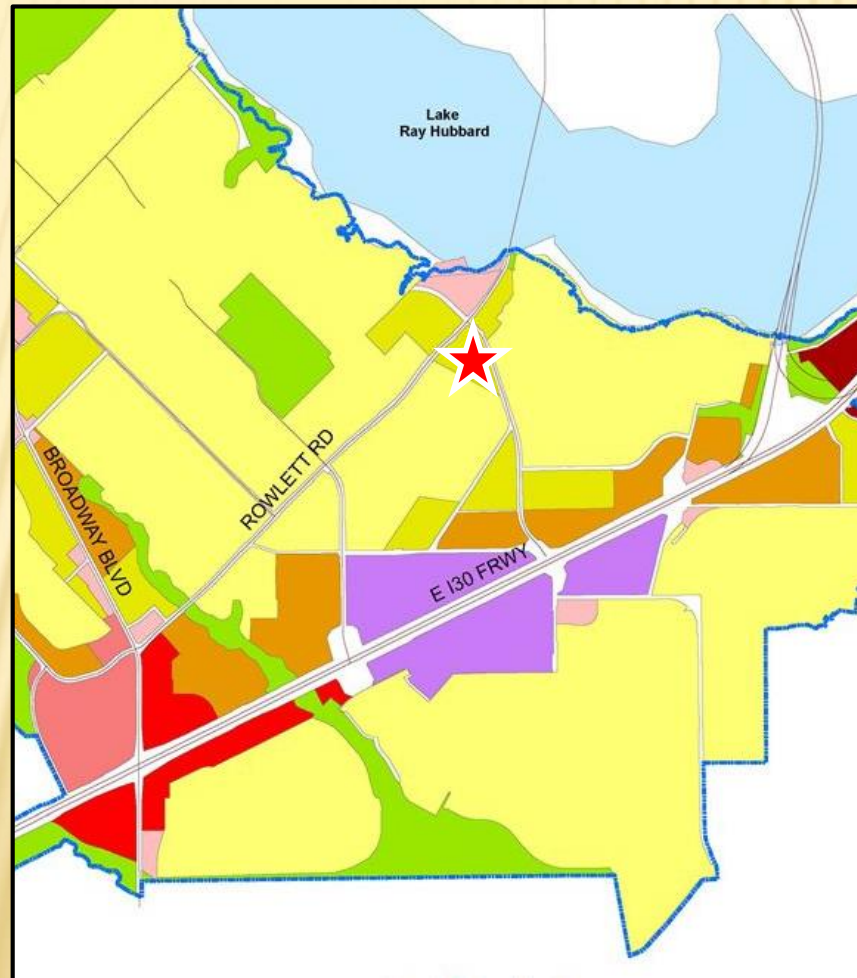
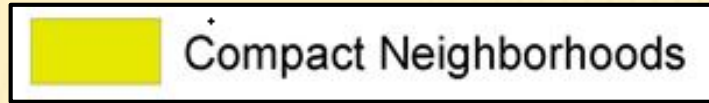
Z 20-44

LOCATION MAP



Z 20-44

COMPREHENSIVE PLAN



The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject property. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.

This use is compatible with the surrounding area and the Comprehensive Plan.

PHOTOS









SITE PLAN





- Iron fence location requires a continuous row of evergreen shrubs along portions that are not opaque masonry walls.
- No parking space is greater than 65 feet from a required tree.

NOTE: LANDSCAPING IS PROVIDED
PER GDC CHAPTER 4, SECTION 4.37

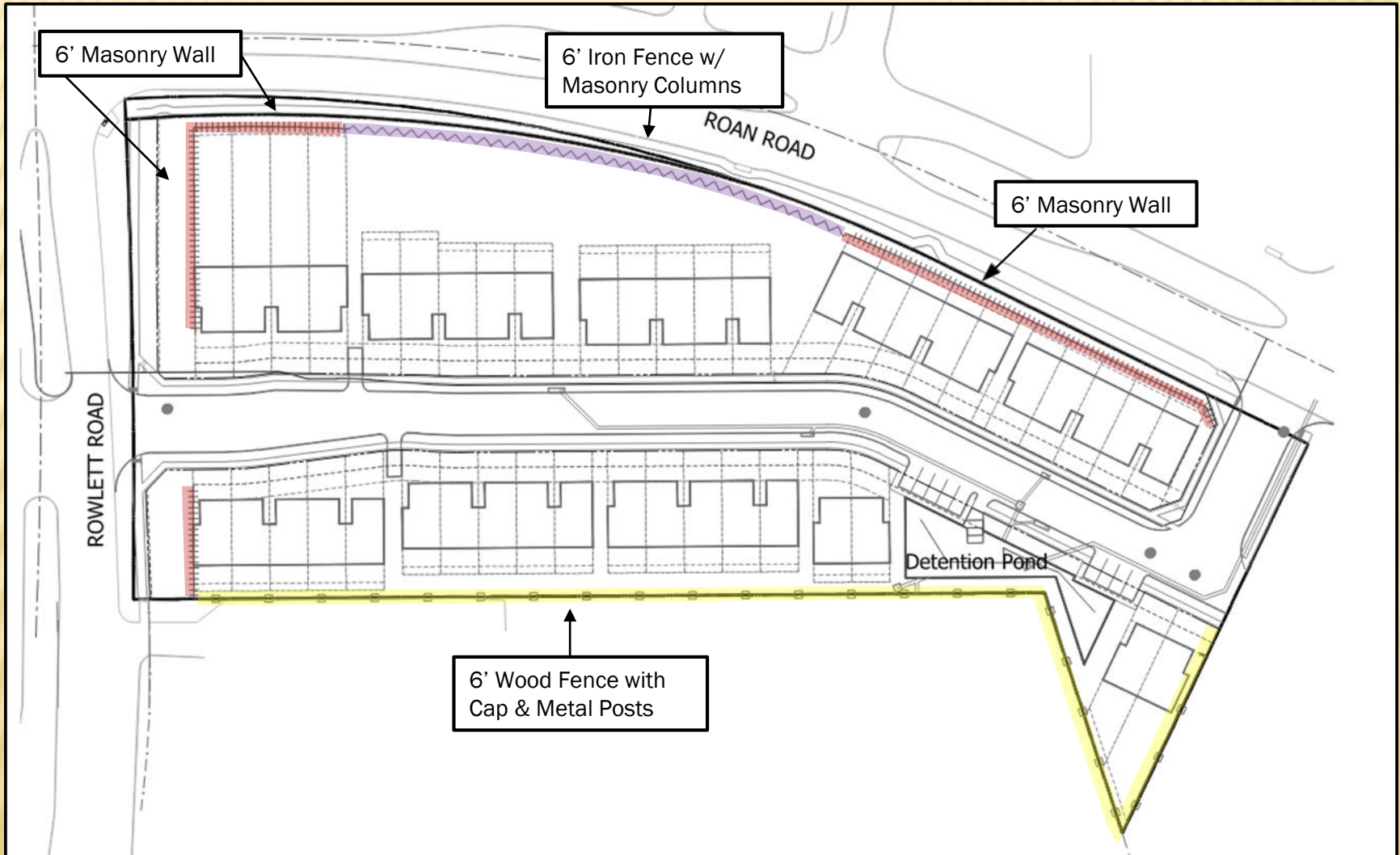
SEE TRAIL LAYOUT PLAN FOR PLANT SCHEDULE





GARLAND
TEXAS MADE HERE

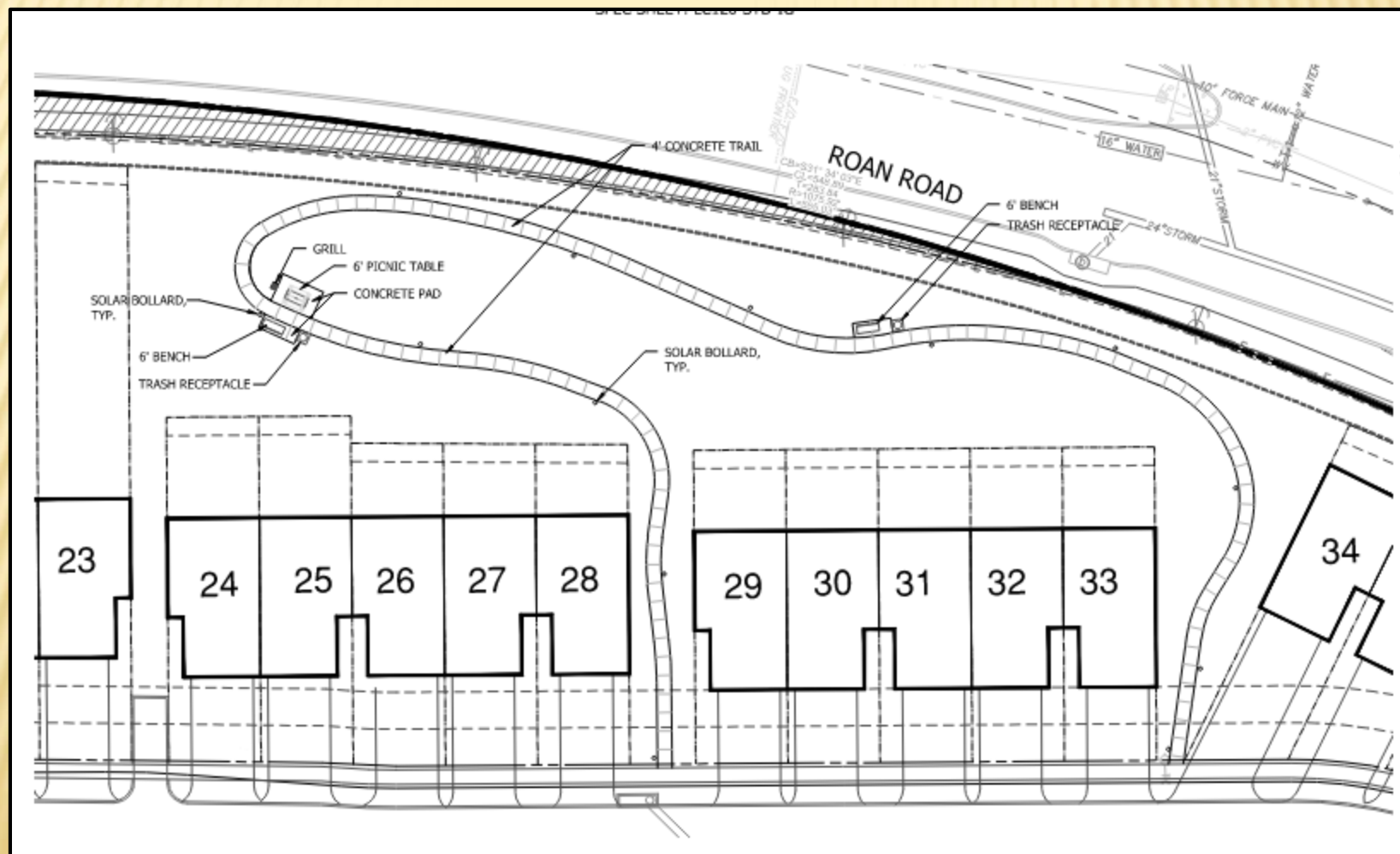
FENCE AND WALL PLAN



Z 20-44



SITE AMENITY





PLAN COMMISSION ELEVATIONS





CITY COUNCIL ELEVATIONS



FRONT ELEVATION

Plan Commission Elevations



City Council Elevations



REAR ELEVATION

Plan Commission Elevations



City Council Elevations



SIDE ELEVATIONS

Plan Commission Elevations



City Council Elevations



3D ELEVATION

Plan Commission Elevations



City Council Elevations



EXHIBIT E



3D shots

EXHIBIT E



EXHIBIT E





SUMMARY OF DEVIATIONS

- Proposing base zoning as Single-Family Attached (Townhouse) District.
- The table below indicates the deviations proposed.

Development Standards	Required	Proposed	Analysis
Lot Area	Minimum 2,000 SF	Minimum 1,925 SF	The proposed lot sizes range from 1,925 sf to 4,117 sf. The average lot size proposed is 2,327 square feet, and the density is 9.2 units per acre, within the 12 units per acre SFA maximum.
Lot Depth	Minimum 90 feet	Minimum 75 feet	The average lot depth proposed is 99 feet.
Garages	Garage rear entry and offset 5-feet from front building face.	No garage setback from rest of the façade. However, garages will meet the 20-foot setback from the property line. (End Units only) No garage setback from the rest of the façade. However, the roofline cover shall be flushed with the garage façade. (Middle Units)	The applicant proposes additional design elements on the garage doors and has revised the elevations for an improved design.
Attached Units	Each structure may have no fewer than three and no more than six attached units.	Two attached units for Lots 17, 18, 19, and 20.	These two structures would function more like duplexes.



STAFF RECOMMENDATION

Staff Recommends Approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhome Units.

Approval of a Detail Plan for Single-Family Attached Townhome Units on a property zoned Agricultural (AG) District.

PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Change in Zoning from Agricultural (AG) District to a Planned Development (PD) District for Single-Family Attached Townhouse Units. Plan Commission approved the Alley Waiver request. Plan Commission further recommend a minimum 25-foot lot width for the proposed development.

The Plan Commission, by a vote of nine (9) to zero (0), also recommended approval of a Detail Plan for Single-Family Attached Townhouse Units on a property zoned Agricultural (AG) District.

Z 20-44



GARLAND PLANNING REPORT

City Council Regular Session Agenda

18. c.

Meeting Date: 09/14/2021

Item Title: Z 21-13 Cody Dixon - Specific Use Provision (District 1)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

1176 Talley Road

LOCATION

Approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

Approval of a Plan for a Guest House on a property zoned Agricultural (AG) District.

OWNER

Cody Dixon

PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

The Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Plan Guest House on a property zoned Agricultural (AG) District.

Additionally, the Plan Commission recommended a Specific Use Provision time period of twenty-five (25) years.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

Approval of a Plan for a Guest House on a property zoned Agricultural (AG) District.

BACKGROUND

This site is zoned Agricultural (AG) District and is developed with a single-family dwelling. The applicant intends to build a Guest House. The Guest House, if approved, would be located behind the existing primary house. The proposed Guest House requires a Specific Use Provision in the Agricultural (AG) District.

SITE DATA

The site contains approximately 2.50 acres with approximately 159.32 lineal feet of frontage along Talley Road. The property has access from Talley Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Agricultural (AG) District which allows single-family residential use. The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future. Single-family uses on large lots are appropriate in this district. Guest Houses may be allowed by Specific Use Provision (SUP) only.

CONSIDERATIONS

1. **Site Plan:** The applicant proposes a 1,217 square-foot Guest House, to be located behind the primary house. The primary house is 4,257 square feet.

The Garland Development Code (GDC) defines Guest House as an incidental, on-site dwelling unit that is either attached or detached from the primary residential structure, is used for temporary occupancy by guests or relatives of the owners of the property, is not for rent, is incidental to the main structure (the building area does not exceed thirty (30) percent of the floor area of the main structure), and is not involved in the conduct of a business.

The proposed Guest House complies with the abovementioned requirements.

2. **Parking:** The GDC establishes a parking ratio of one (1) space for the Guest House and two (2) enclosed spaces for the proposed single-family home. The proposal complies with this requirement.
3. **Building Design:** The design of the building complies with the applicable building design regulations of the GDC.
4. **Specific Use Provision:** The applicant requests a Specific Use Provision to be valid for twenty-five (25) years, which aligns with the SUP Time Period Guide.

COMPREHENSIVE PLAN

The Future Land Use Plan of the Envision Garland 2030 Comprehensive Plan designates this site for Traditional Neighborhoods. Traditional Neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing.

Traditional Neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking.

The proposed land use is compatible to the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north are zoned Planned Development (PD) District 83-42, Single-Family-10 (SF-10) District and Agricultural (AG) District; these properties are developed with single-family homes. The properties to the east are zoned Agricultural (AG) District, Planned Development (PD) District 12-37 and Planned Development (PD) District 04-19; these properties are developed with single-family homes. The properties to the south are zoned Agricultural (AG) District; these properties are developed with single-family homes. The properties to the west, across Talley Road, are zoned Agricultural (AG) District; these properties are developed with single-family homes.

Attachments

Z 21-13 Cody Dixon Attachments (Specific Use Provision)

Z 21-13 Cody Dixon Responses

Z 21-13 Cody Dixon Staff Presentation



0 125 250 Feet

1 inch = 250 feet

Zoning Map Z 21-13



INDICATES AREA
OF REQUEST

SPECIFIC USE PROVISION CONDITIONS

ZONING FILE Z 21-13

1176 Talley Road

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

III. Development Plans:

Site Layout: The site shall be in general conformance with the approved Site Plan and Elevations labeled Exhibit C and Exhibit D. In the event of conflict between the conditions and the site plan, the written conditions listed below are to apply.

IV. Specific Use Provision:

- A. SUP Time Period: The Specific Use Provision for a Guest House shall be in effect for a period of twenty-five (25) years.
- B. Dwelling Size: The maximum building area for the Guest House shall be 1,217 square feet.

REPORT & MINUTES

P.C. Meeting, August 16, 2021

Consideration of the application of **Cody Dixon**, requesting approval of a Specific Use Provision to allow a Guest House on a property zoned Agricultural (AG) District. This property is located at 1176 Talley Road. (District 1) (File Z 21-13 - Specific Use Provision)

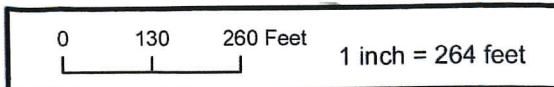
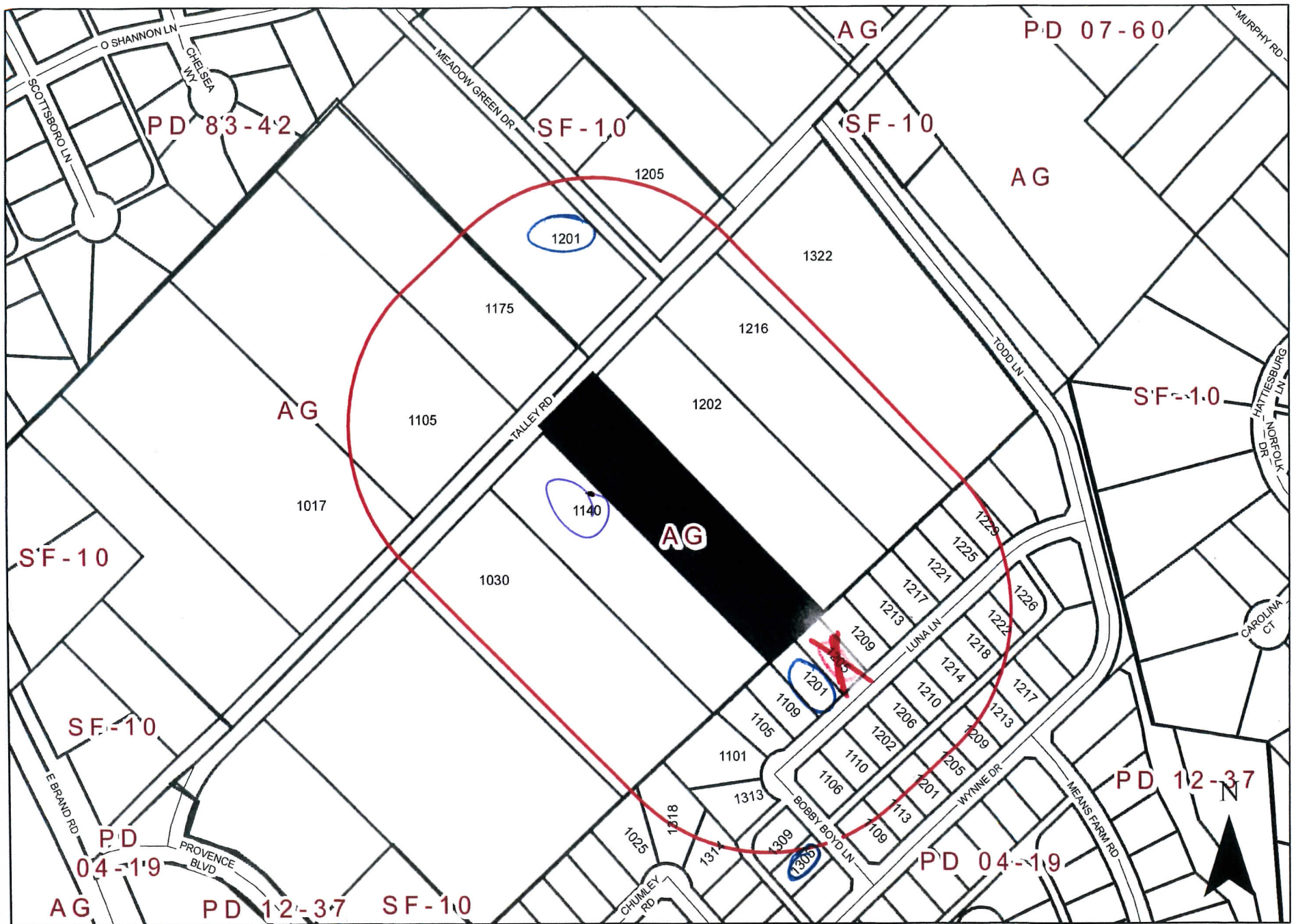
Nabiha Ahmed, Development Planner, presented the staff report.

There was a discussion between the Plan Commission and staff regarding the requested Specific Use Provision (SUP) time length.

The applicant Cody Dixon, 1176 Talley Road, Garland, TX, was available for questions.

There was a discussion between the Plan Commission and Mr. Dixon regarding the Specific Use Provision (SUP) time length.

Motion was made by Commissioner Dalton to close the public hearing and **approve** the Specific Use Provision (SUP) for a period of 25 years. Seconded by Commissioner Rose. **Motion carried: 9 Ayes, 0 Nays.**



Zoning Map Z 21-13

1176 Talley Road

 INDICATES AREA OF REQUEST
  INDICATES NOTIFICATION AREA

Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-13	August 16, 2021	September 14, 2021	Nabiha Ahmed

Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road.

Dominic Arzon

For

8/31/2021
7:38:10 PM

114 Fountain Hills Dr

Garland
Texas
United States
75044

Outside the Notification Area

**James D
Steward**

For

8/17/2021
12:46:47 AM

1140 Talley Road,

Garland
TX
United States
75044

danielsteward@gmail.com

4693604903

Tony Godina

For

8/16/2021
9:03:04 PM

1118 Pyramid Drive

Garland
Texas
United States
75040

Outside the Notification Area

tonygodina1@gmail.com

2142357079

From: dkwilliamson@tds.net
To: [Planning Group](#)
Cc: [Karen](#)
Subject: [EXTERNAL] Z21-13 Cody Dixon zoning change
Date: Monday, August 16, 2021 8:58:24 AM
Attachments: [Williamson 1205 Luna Ln. response - Z 21-13 Cody Dixon Public Hearing.pdf](#)

Garland Planning Commission,

We are opposed and vote NO to the proposed guest house permit for the 1176 Talley Rd. Z21-12 Cody Dixon request before the Garland Planning Commission. Please see attached form.

Dana & Karen Williamson
1205 Luna Ln.
Garland TX 75044
405-664-0846

Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

Z 21-13 Cody Dixon. El solicitante propone construir una casa de huéspedes de 1,217 pies cuadrados que se ubicará detrás de la casa principal. Este sitio está ubicado en 1176 Talley Road. (Distrito 1)

Z 21-13 Cody Dixon. Người nộp đơn đề xuất xây dựng một Nhà khách rộng 1.217 foot vuông nằm phía sau ngôi nhà chính. Trang web này nằm ở 1176 Talley Road (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng

☒

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

DANA K. WILLIAMSON, PROPERTY OWNER 1205 LUNA LN, 75044

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1205 LUNA LN, GARLAND TX 75044

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Qhính

[Signature]

Signature / Firma / Ch ữ ký

13 AUG 2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 21-13

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

WE DO NOT WANT TO HAVE THE
PROPERTY DIRECTLY BEHIND OUR HOME
TO HAVE TWO RESIDENCES ON ONE LOT.
ALSO THERE MAY BE AN OPTION IN THE
FUTURE TO THE 1176 TAHEY RD. OWNER TO
RENT OR MAKE GUEST HOUSE AN AIR BNB
RENTAL PROPERTY WHICH IS NOT ALLOWED
IN THE PROVERBS AT FIRE WHEEL DIVISION
AND IS UNDESIRABLE TO OUR NEIGHBORHOOD.

Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

Z 21-13 Cody Dixon. El solicitante propone construir una casa de huéspedes de 1,217 pies cuadrados que se ubicará detrás de la casa principal. Este sitio está ubicado en 1176 Talley Road. (Distrito 1)

Z 21-13 Cody Dixon. Người nộp đơn đề xuất xây dựng một Nhà khách rộng 1.217 foot vuông nằm phía sau ngôi nhà chính. Trang web này nằm ở 1176 Talley Road (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☒

For / A Favor / Đúng

☐

Against / En Contra / Không

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Kristin Sanders, Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1201 Luna Ln

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Qhính

Kristin Sanders

Signature / Firma / Chữ ký

8/6/21

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Thomas + Janice Ward - Property owners

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1305 Bobby Boyd Ln.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Qính

Janice Ward

Signature / Firma / Chữ ký

8/11/21

Date / Fecha / Ngày

Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

From: [Ray Pitts](#)
To: [Planning Group](#)
Subject: [EXTERNAL] Zoning change Comment Form
Date: Monday, August 16, 2021 11:50:34 AM
Attachments: [Case Z-21-13 Zone change Request.pdf](#)

1176 Talley Road

Thank you,

L. Ray Pitts Jr.

President



Phone 469-661-0308 • Mobile 214-789-1477

Email: RPitts@PittsBirdsong.com

12770 Coit Road, Suite 1220

Dallas, TX 75251

www.pittsbirdsong.com

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Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

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Z 21-13 Cody Dixon. Người nộp đơn đề xuất xây dựng một Nhà khách rộng 1.217 foot vuông nằm phía sau ngôi nhà chính. Trang web này nằm ở 1176 Talley Road (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

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Ray Pitts

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1201 Talley Rd

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

Garland, TX 75044

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

8/14/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Z 21-13

The applicant proposes an approximately 1,217 square-foot Guest House to be located behind the primary house.

[Specific Use Provision and Plan for a Guest House on a property zoned Agricultural (AG) District.]

**City Council Meeting
September 14, 2021**



GARLAND

TEXAS MADE HERE



CASE INFORMATION

Location: 1176 Talley Road

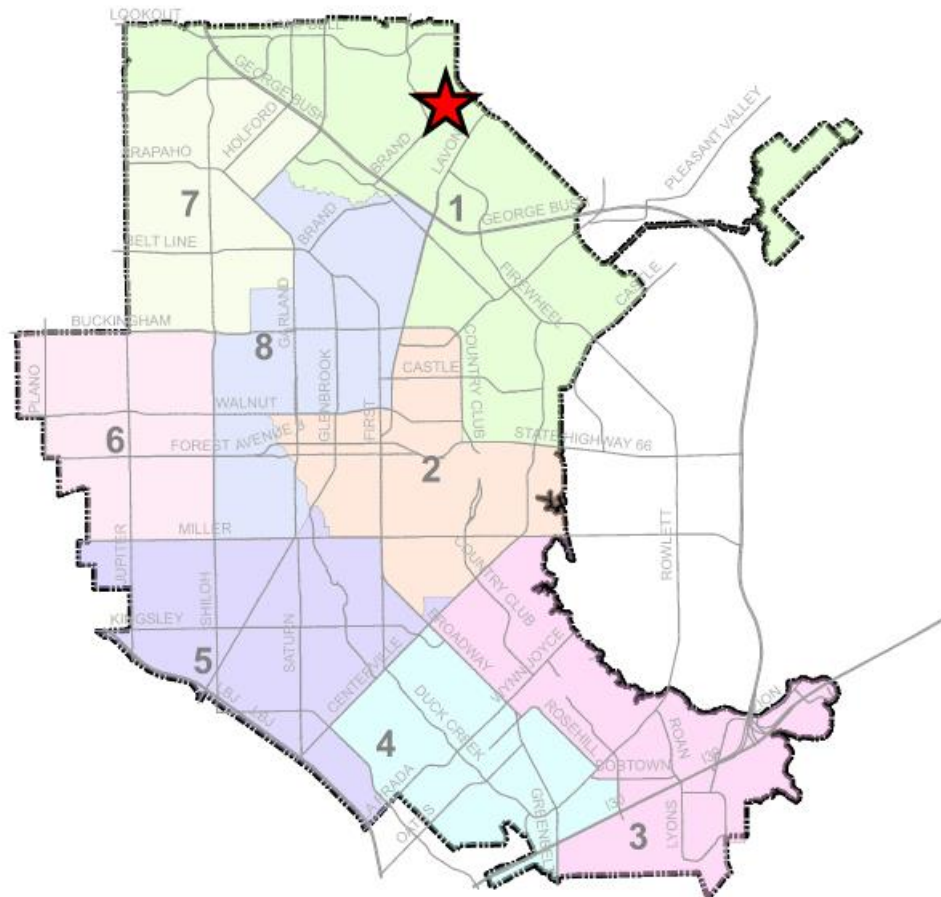
Applicant: Cody Dixon

Owner: Cody Dixon

Acreage: 2.50 acres

Zoning: Agricultural (AG) District

CITYWIDE LOCATION MAP



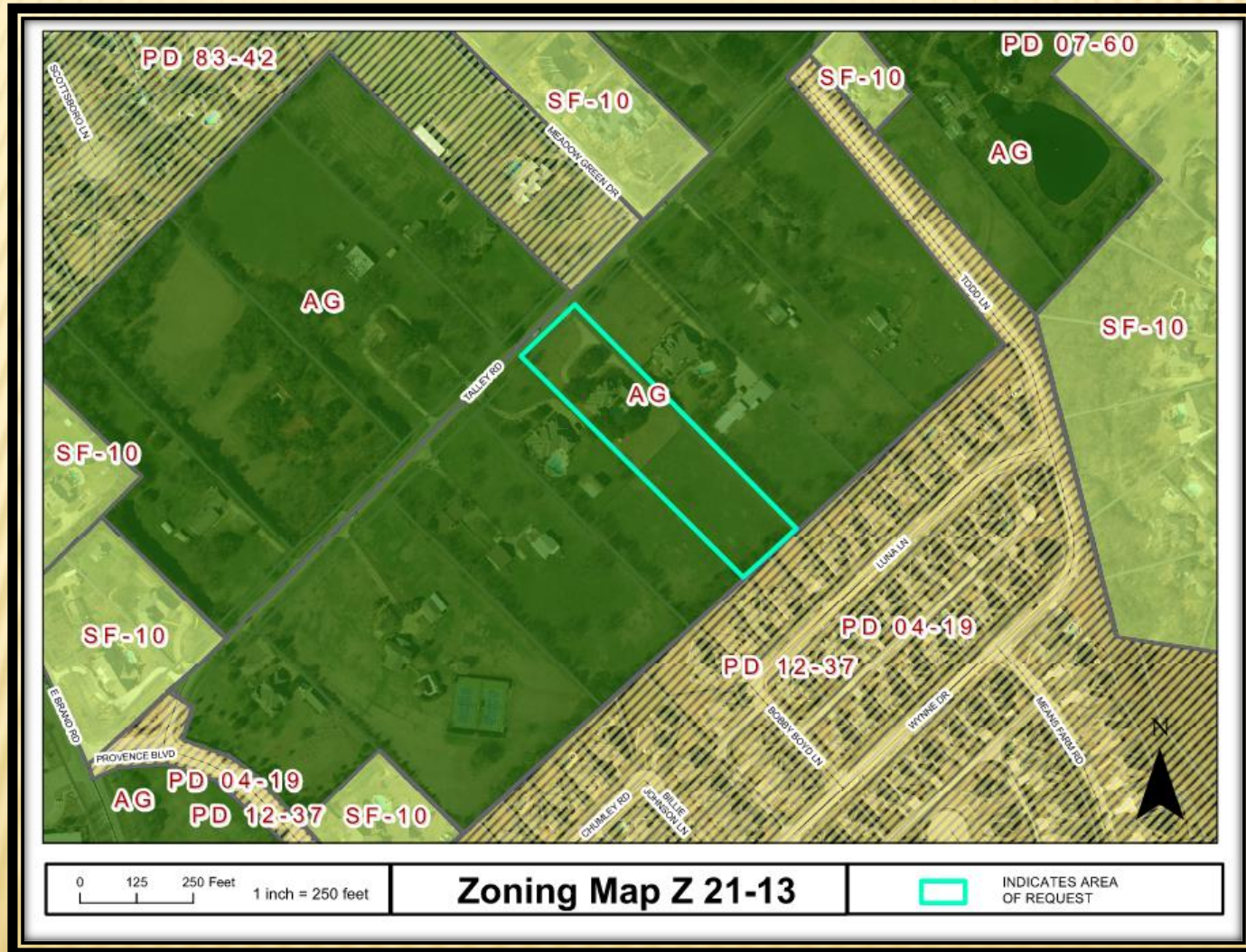
0 1 2 Miles
1 in = 2 miles

Zoning Map Z 21-13

★ INDICATES AREA
OF REQUEST

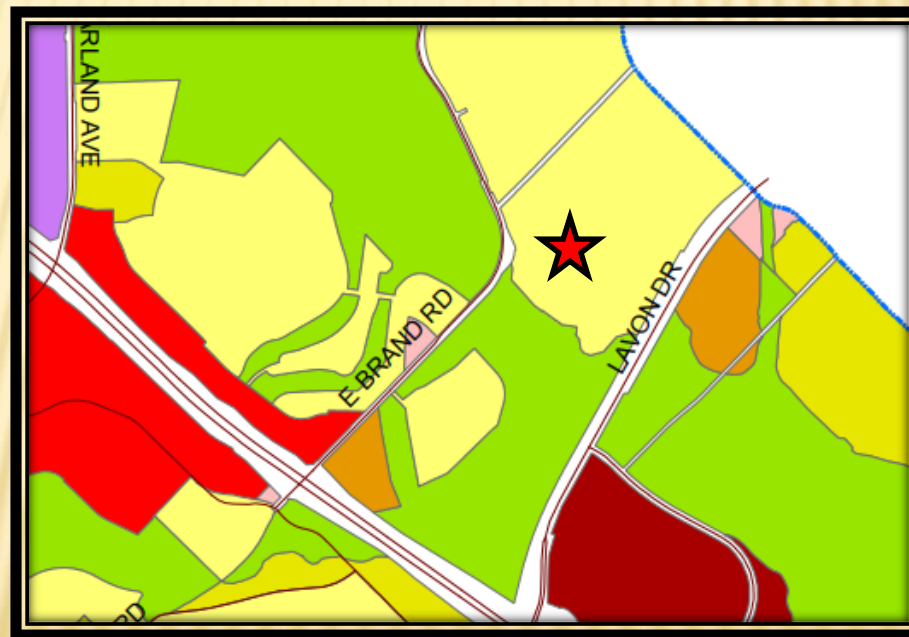
Z 21-02

LOCATION MAP



Z 21-13

COMPREHENSIVE PLAN





COMPREHENSIVE PLAN

The Future Land Use Plan of the Envision Garland 2030 Comprehensive Plan designates this site for Traditional Neighborhoods. Traditional Neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing.

Traditional Neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking.

The proposed use is compatible with the Comprehensive Plan.



GARLAND
TEXAS MADE HERE

PHOTOS



View of the proposed location of the Guest House



Looking at the primary house from Talley Road

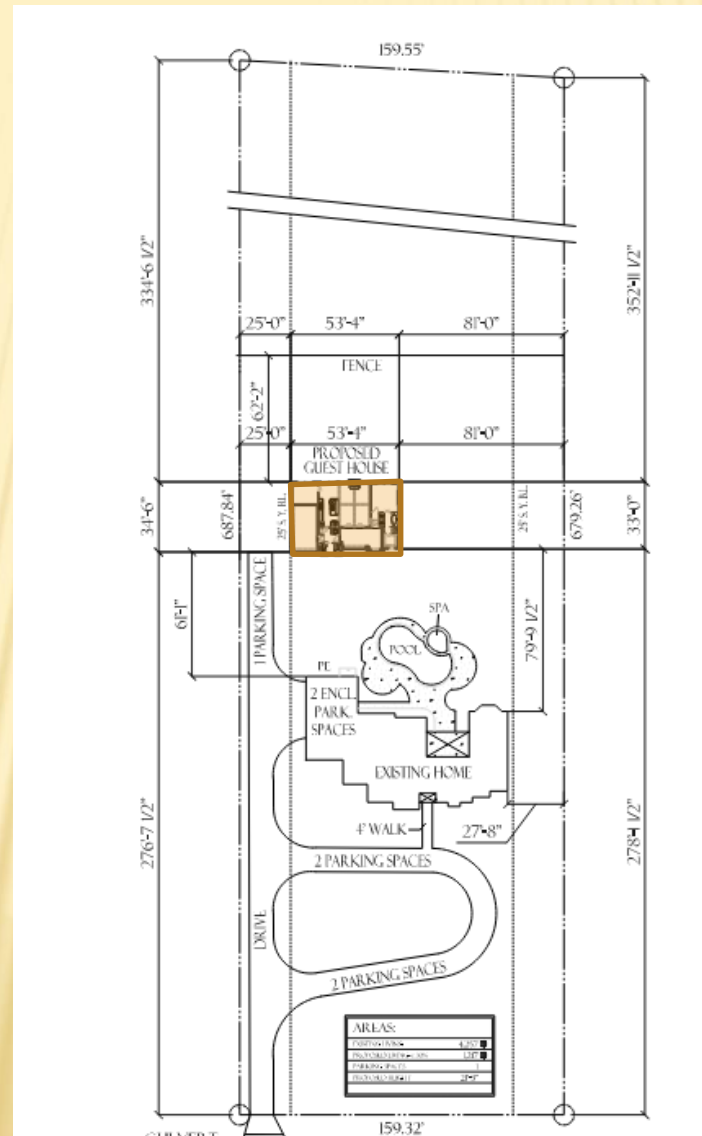


Looking north of the subject property



Looking west of the subject property

SITE PLAN



BUILDING ELEVATIONS



 GUEST HOUSE FRONT ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



 GUEST HOUSE REAR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"

BUILDING ELEVATIONS



 GUEST HOUSE LEFT ELEVATION - EAST
SCALE: 1/8" = 1'-0"



 GUEST HOUSE RIGHT ELEVATION - WEST
SCALE: 1/8" = 1'-0"

CONSIDERATION

The applicant requests the Specific Use Provision to be in effect for a period of 25 years, which aligns with the SUP Time Period Guide.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

Approval of a Plan for a Guest House on a property zoned Agricultural (AG) District.



PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

The Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Plan Guest House on a property zoned Agricultural (AG) District.

Additionally, the Plan Commission recommended a Specific Use Provision time period of twenty-five (25) years.



GARLAND PLANNING REPORT

City Council Regular Session Agenda

18. d.

Meeting Date: 09/14/2021

Item Title: Z 21-13 Cody Dixon - Plan (District 1)

Submitted By: Nabiha Ahmed, Development Planner

REQUEST

1176 Talley Road

LOCATION

Approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

Approval of a Plan for a Guest House on a property zoned Agricultural (AG) District.

OWNER

Cody Dixon

PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

The Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Plan Guest House on a property zoned Agricultural (AG) District.

Additionally, the Plan Commission recommended a Specific Use Provision time period of twenty-five (25) years.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

Approval of a Plan for a Guest House on a property zoned Agricultural (AG) District.

BACKGROUND

This site is zoned Agricultural (AG) District and is developed with a single-family dwelling. The applicant intends to build a Guest House. The Guest House, if approved, would be located behind the existing primary house. The proposed Guest House requires a Specific Use Provision in the Agricultural (AG) District.

SITE DATA

The site contains approximately 2.50 acres with approximately 159.32 lineal feet of frontage along Talley Road. The property has access from Talley Road.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Agricultural (AG) District which allows single-family residential use. The Agricultural (AG) District is intended for vacant land which is not yet ready for development, land which is used for agricultural or open space purposes, land which due to its topography or location within a floodplain or other undevelopable area is not anticipated to be developed for more intense use, and land which has been newly annexed into the City of Garland. Land that has been newly annexed into the City is initially zoned Agricultural until it is zoned another more permanent zoning classification in the future. Single-family uses on large lots are appropriate in this district. Guest Houses may be allowed by Specific Use Provision (SUP) only.

CONSIDERATIONS

1. **Site Plan:** The applicant proposes a 1,217 square-foot Guest House, to be located behind the primary house. The primary house is 4,257 square feet.

The Garland Development Code (GDC) defines Guest House as an incidental, on-site dwelling unit that is either attached or detached from the primary residential structure, is used for temporary occupancy by guests or relatives of the owners of the property, is not for rent, is incidental to the main structure (the building area does not exceed thirty (30) percent of the floor area of the main structure), and is not involved in the conduct of a business.

The proposed Guest House complies with the abovementioned requirements.

2. **Parking:** The GDC establishes a parking ratio of one (1) space for the Guest House and two (2) enclosed spaces for the proposed single-family home. The proposal complies with this requirement.
3. **Building Design:** The design of the building complies with the applicable building design regulations of the GDC.
4. **Specific Use Provision:** The applicant requests a Specific Use Provision to be valid for twenty-five (25) years, which aligns with the SUP Time Period Guide.

COMPREHENSIVE PLAN

The Future Land Use Plan of the Envision Garland 2030 Comprehensive Plan designates this site for Traditional Neighborhoods. Traditional Neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing.

Traditional Neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking.

The proposed land use is compatible to the Comprehensive Plan.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The properties to the north are zoned Planned Development (PD) District 83-42, Single-Family-10 (SF-10) District and Agricultural (AG) District; these properties are developed with single-family homes. The properties to the east are zoned Agricultural (AG) District, Planned Development (PD) District 12-37 and Planned Development (PD) District 04-19; these properties are developed with single-family homes. The properties to the south are zoned Agricultural (AG) District; these properties are developed with single-family homes. The properties to the west, across Talley Road, are zoned Agricultural (AG) District; these properties are developed with single-family homes.

Attachments

Z 21-13 Cody Dixon Attachments (Plan)

Z 21-13 Cody Dixon Responses

Z 21-13 Cody Dixon Staff Presentation



0 125 250 Feet

1 inch = 250 feet

Zoning Map Z 21-13



INDICATES AREA
OF REQUEST

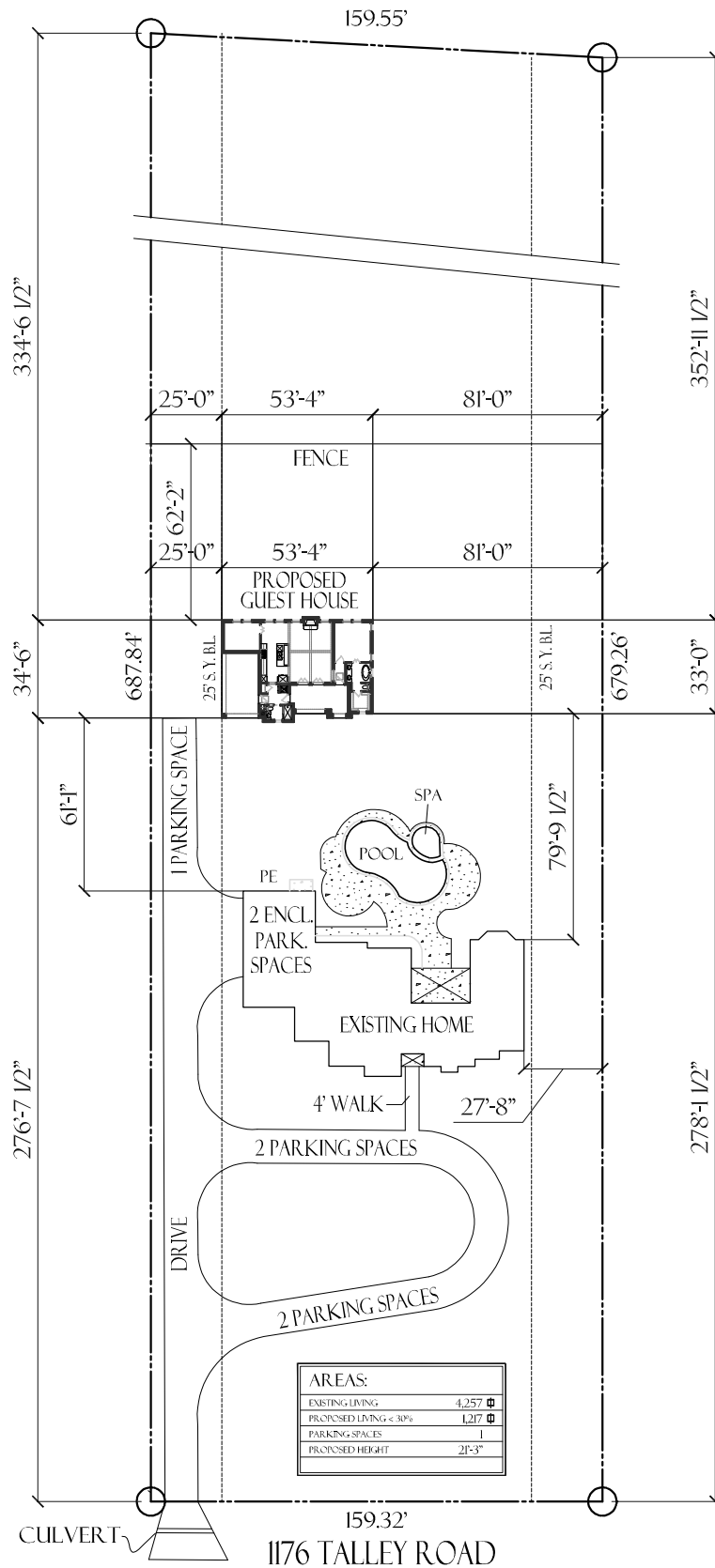


EXHIBIT D



 GUEST HOUSE FRONT ELEVATION - NORTH
SCALE: NTS" = 1'-0" 

PLAN USE AGREEMENT
The purchaser of this plan is granted a non-exclusive license to use the plan for the construction of a single-family residence. The plan is not to be used for any other purpose without the express written consent of Home Designs. The purchaser agrees to indemnify and hold Home Designs harmless from all claims, damages, and expenses, including reasonable attorney's fees, arising from the use of the plan for any purpose other than that for which it was intended. The purchaser also agrees to keep the plan confidential and not to disclose it to any third party. This agreement shall be governed by the laws of the state of Texas. Home Designs, Inc. 11/15/2019

DRAWN BY:	DATE:
CHECKED BY:	DATE:
DESIGNED BY:	DATE:
CONSTRUCTED BY:	DATE:

NOTES:
1. Customer shall verify all dimensions against existing conditions and shall verify the location of all existing structures.
2. Customer shall verify the location of all existing structures.
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LEGACY CLASSIC CUSTOM HOMES

1176 TALLEY RD.
GARLAND, TX

DIXON POOL HOUSE

 HOME DESIGNS
817.412.0896

JOB #:
21014

A single-story brick ranch-style house with a gabled roof, a central chimney, and multiple windows, set on a green lawn with trees in the background. The house features a prominent brick chimney in the center and a series of windows with white frames. The roof is covered in dark shingles, and the exterior walls are made of red brick. The house is surrounded by a well-maintained green lawn and mature trees, creating a serene suburban setting.

GUEST HOUSE REAR ELEVATION - SOUTH

DIXON POOL HOUSE

G HOME DESIGNS
817.412.0896

JOB #:
21014

[illegible]



 GUEST HOUSE LEFT ELEVATION - EAST
SCALE: NTS" = 1'-0" 

PLAN USE AGREEMENT
The purchaser of this plan agrees to use the design for the purpose of building a single-family residence only. The purchaser agrees to indemnify and hold the designer harmless from all claims, damages, and expenses, including reasonable attorney's fees, arising from the use of the design for any purpose other than that intended by the designer. The purchaser agrees to keep the design confidential and not to copy, reproduce, or distribute it without the written consent of the designer. The purchaser agrees to pay the designer a fee of \$1,000.00 for the design of this plan.

DESIGNED BY:	DATE:
ARCHITECTED BY:	DATE:
ENGINEERED BY:	DATE:
CONSTRUCTED BY:	DATE:

NOTES:
1. Customer shall verify all dimensions and materials with the local building department before construction.
2. Customer shall verify all dimensions and materials with the local building department before construction.
3. All dimensions are given in feet and inches.
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LEGACY CLASSIC CUSTOM HOMES

1176 TALLEY RD.
GARLAND, TX

DIXON POOL HOUSE

 HOME DESIGNS
817.412.0896

JOB #:
21014

A single-story brick house with a dark grey shingled gabled roof. A brick chimney is visible on the right side of the roofline. The house features three windows with white frames: a single window on the left and two taller, narrow windows on the right. The exterior is made of red brick. The house is situated on a well-maintained green lawn, with a dense line of trees and foliage in the background under a blue sky with scattered clouds.

[illegible]

LEGACY CLASSIC CUSTOM HOMES

1176 TALLEY RD.
GARLAND, TX

DIXON POOL HOUSE

HOME DESIGNS
817.412.0896

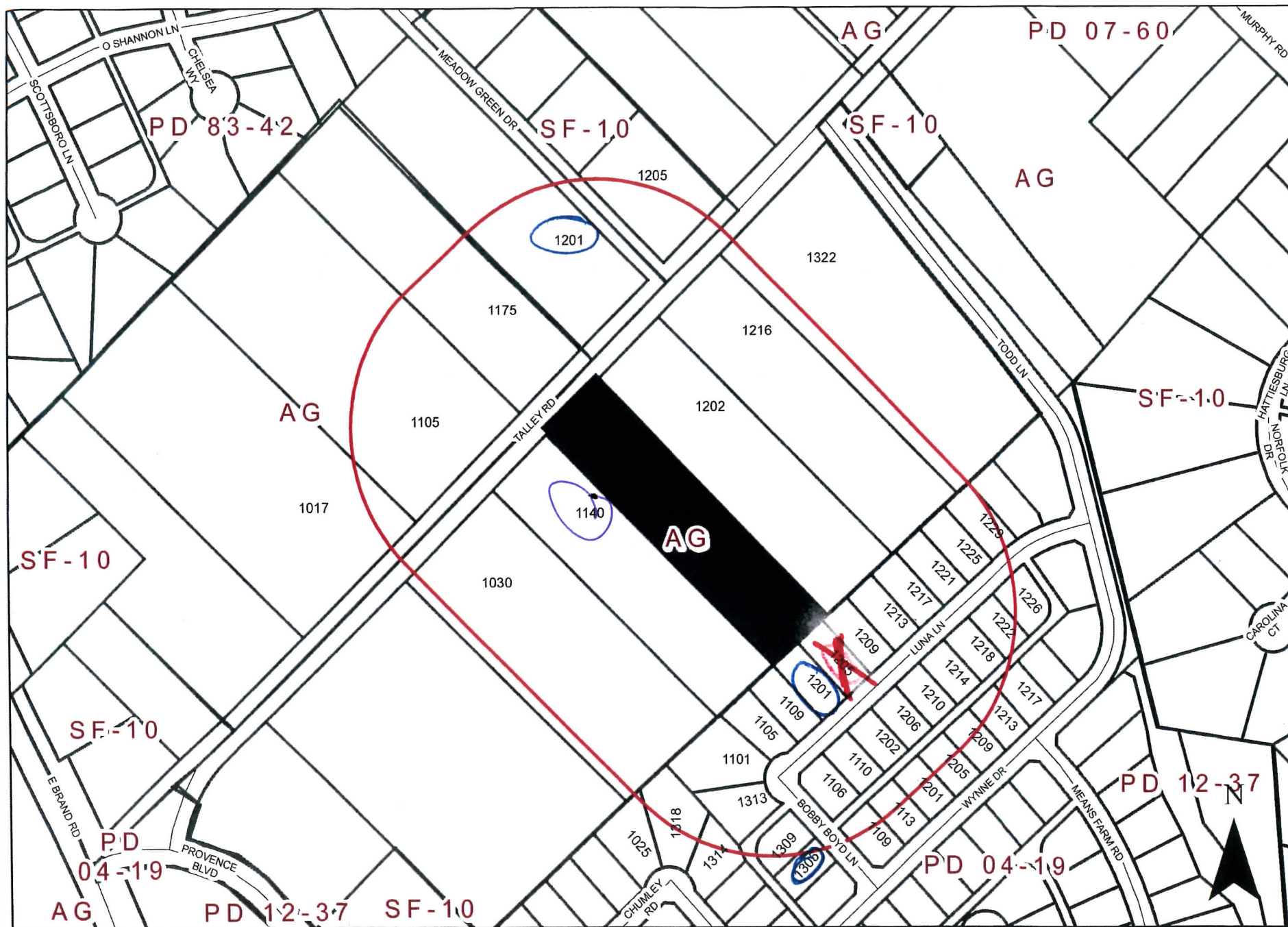
JOB #:
21014

REPORT & MINUTES

P.C. Meeting, August 16, 2021

Consideration of the application of **Cody Dixon**, requesting approval of a Plan for a Guest House. This property is located at 1176 Talley Road. (District 1) (File Z 21-13 - Plan)

Motion was made by Commissioner Dalton to **approve** the request per staff recommendation. Seconded by Commissioner Rose. **Motion carried: 9 Ayes, 0 Nays.**



Zoning Response Case Comments

Case Number	PC Hearing Date	CC Hearing Date	Planner Name
Z 21-13	August 16, 2021	September 14, 2021	Nabiha Ahmed

Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road.

Dominic Arzon

For

8/31/2021
7:38:10 PM

114 Fountain Hills Dr

Garland
Texas
United States
75044

Outside the Notification Area

**James D
Steward**

For

8/17/2021
12:46:47 AM

1140 Talley Road,

Garland
TX
United States
75044

danielsteward@gmail.com

4693604903

Tony Godina

For

8/16/2021
9:03:04 PM

1118 Pyramid Drive

Garland
Texas
United States
75040

Outside the Notification Area

tonygodina1@gmail.com

2142357079

From: dkwilliamson@tds.net
To: [Planning Group](#)
Cc: [Karen](#)
Subject: [EXTERNAL] Z21-13 Cody Dixon zoning change
Date: Monday, August 16, 2021 8:58:24 AM
Attachments: [Williamson 1205 Luna Ln. response - Z 21-13 Cody Dixon Public Hearing.pdf](#)

Garland Planning Commission,

We are opposed and vote NO to the proposed guest house permit for the 1176 Talley Rd. Z21-12 Cody Dixon request before the Garland Planning Commission. Please see attached form.

Dana & Karen Williamson
1205 Luna Ln.
Garland TX 75044
405-664-0846

Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

Z 21-13 Cody Dixon. El solicitante propone construir una casa de huéspedes de 1,217 pies cuadrados que se ubicará detrás de la casa principal. Este sitio está ubicado en 1176 Talley Road. (Distrito 1)

Z 21-13 Cody Dixon. Người nộp đơn đề xuất xây dựng một Nhà khách rộng 1.217 foot vuông nằm phía sau ngôi nhà chính. Trang web này nằm ở 1176 Talley Road (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☐

For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

DANA K. WILLIAMSON, PROPERTY OWNER 1205 LUNA LN, 75044

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1205 LUNA LN, GARLAND TX 75044

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

GARLAND TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Chính

[Signature]

Signature / Firma / Chữ ký

13 AUG 2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form Continued – Case Z 21-13

The statements below reflect my (our) opinion regarding the proposed request(s).

Las declaraciones a continuación reflejan mi (nuestra) opinión con respecto a las solicitudes propuestas.

Các tuyên bố dưới đây phản ánh quan điểm của tôi (chúng tôi) về (các) yêu cầu được đề xuất

WE DO NOT WANT TO HAVE THE
PROPERTY DIRECTLY BEHIND OUR HOME
TO HAVE TWO RESIDENCES ON ONE LOT.
ALSO THERE MAY BE AN OPTION IN THE
FUTURE TO THE 1176 TAHEY RD. OWNER TO
RENT OR MAKE GUEST HOUSE AN AIR BNB
RENTAL PROPERTY WHICH IS NOT ALLOWED
IN THE PROVERBS AT FIRE WHEEL DIVISION
AND IS UNDESIRABLE TO OUR NEIGHBORHOOD.

Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

Z 21-13 Cody Dixon. El solicitante propone construir una casa de huéspedes de 1,217 pies cuadrados que se ubicará detrás de la casa principal. Este sitio está ubicado en 1176 Talley Road. (Distrito 1)

Z 21-13 Cody Dixon. Người nộp đơn đề xuất xây dựng một Nhà khách rộng 1.217 foot vuông nằm phía sau ngôi nhà chính. Trang web này nằm ở 1176 Talley Road (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới

☒

For / A Favor / Đúng

☐

Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Kristin Sanders, Property Owner

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1201 Luna Ln

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Qhính

Kristin Sanders

Signature / Firma / Chữ ký

8/6/21

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

Z 21-13 Cody Dixon. El solicitante propone construir una casa de huéspedes de 1,217 pies cuadrados que se ubicará detrás de la casa principal. Este sitio está ubicado en 1176 Talley Road. (Distrito 1)

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Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Thomas + Janice Ward - Property owners

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1305 Bobby Boyd Ln.

Your Property Address / La dirección de su propiedad / địa chỉ tài sản

Garland, TX

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã B u Qính

Janice Ward

Signature / Firma / Chữ ký

8/11/21

Date / Fecha / Ngày

Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

From: [Ray Pitts](#)
To: [Planning Group](#)
Subject: [EXTERNAL] Zoning change Comment Form
Date: Monday, August 16, 2021 11:50:34 AM
Attachments: [Case Z-21-13 Zone change Request.pdf](#)

1176 Talley Road

Thank you,

L. Ray Pitts Jr.

President



Phone 469-661-0308 • Mobile 214-789-1477

Email: RPitts@PittsBirdsong.com

12770 Coit Road, Suite 1220

Dallas, TX 75251

www.pittsbirdsong.com

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Comment Form

Case Z 21-13

Z 21-13 Cody Dixon. The applicant proposes to construct a 1,217 square-foot Guest House to be located behind the primary house. This site is located at 1176 Talley Road. (District 1)

Z 21-13 Cody Dixon. El solicitante propone construir una casa de huéspedes de 1,217 pies cuadrados que se ubicará detrás de la casa principal. Este sitio está ubicado en 1176 Talley Road. (Distrito 1)

Z 21-13 Cody Dixon. Người nộp đơn đề xuất xây dựng một Nhà khách rộng 1.217 foot vuông nằm phía sau ngôi nhà chính. Trang web này nằm ở 1176 Talley Road (Quận 1)

Please Check One Below / Marque uno a continuación / Vui lòng kiểm tra một bên dưới



For / A Favor / Đúng



Against / En Contra / Không

Please complete the following information and email the form to Planning@garlandtx.gov; deliver to the Planning Department at 800 Main Street Garland, TX; or mail to City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Por favor Complete la siguiente información y envíe el formulario por correo electrónico a Planning@garlandtx.gov; entregar al Departamento de Planificación en 800 Main Street Garland, TX; o envíelo por correo a City of Garland, Planning Department, P.O. Box 469002 Garland, TX 75406-9002. / Vui lòng điền đầy đủ thông tin sau và gửi biểu mẫu qua email tới Planning@garlandtx.gov; giao cho Phòng Kế hoạch tại 800 Main Street Garland, TX; hoặc gửi thư đến Thành phố Garland, Sở Kế hoạch, P.O. Hộp 469002 Garland, TX 75406-9002.

Ray Pitts

Printed Name & Title / Nombre Impreso y Título / Tên in và Tiêu đề

(Property Owner, Business Owner, Tenant, etc.) / (Dueño de la propiedad, Dueño de la empresa, Inquilino, etc.) / (Chủ sở hữu bất động sản, Chủ doanh nghiệp, Người thuê, v.v.)

1201 Talley Rd

Your Property Address / La dirección de su propiedad / Địa chỉ tài sản

Garland, TX 75044

City, State / Estado de la Ciudad / Thành bang

75044

Zip Code / Código postal / Mã Bưu Chính

Signature / Firma / Chữ ký

8/14/2021

Date / Fecha / Ngày

(Providing email address and phone number is optional. / La dirección de correo electrónico y el número de teléfono son opcionales. / Địa chỉ email và số điện thoại là tùy chọn.)

Z 21-13

The applicant proposes an approximately 1,217 square-foot Guest House to be located behind the primary house.

[Specific Use Provision and Plan for a Guest House on a property zoned Agricultural (AG) District.]

**City Council Meeting
September 14, 2021**



GARLAND

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CASE INFORMATION

Location: 1176 Talley Road

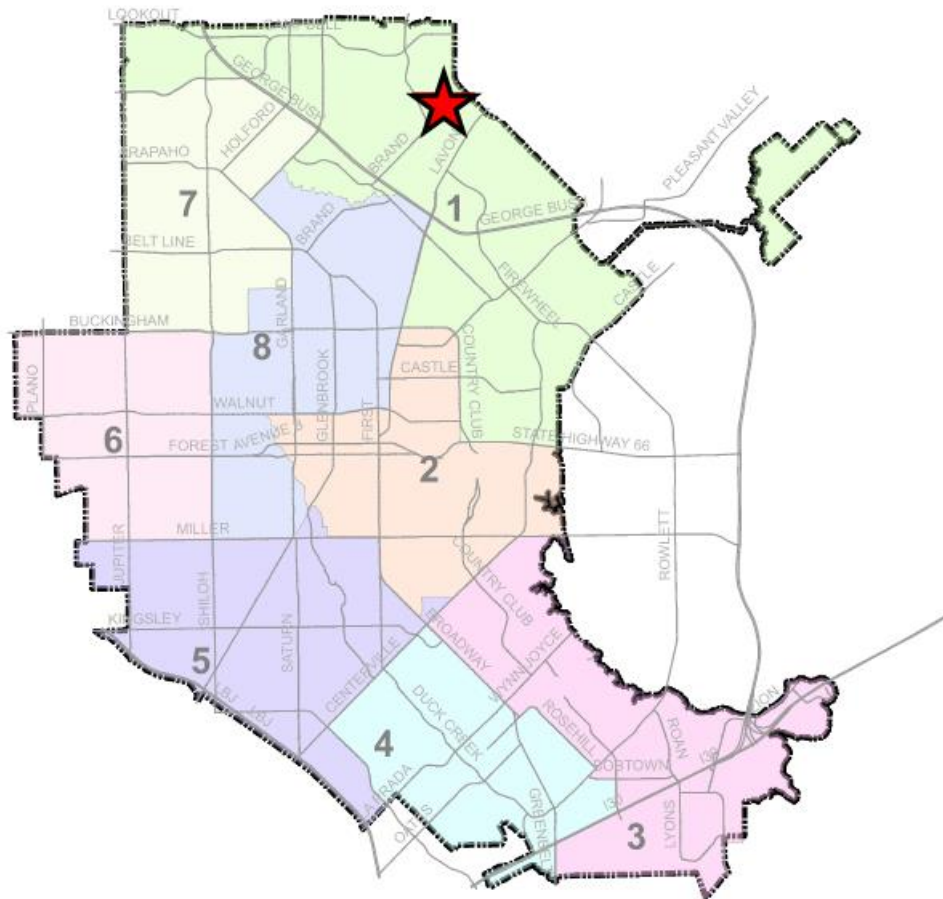
Applicant: Cody Dixon

Owner: Cody Dixon

Acreage: 2.50 acres

Zoning: Agricultural (AG) District

CITYWIDE LOCATION MAP



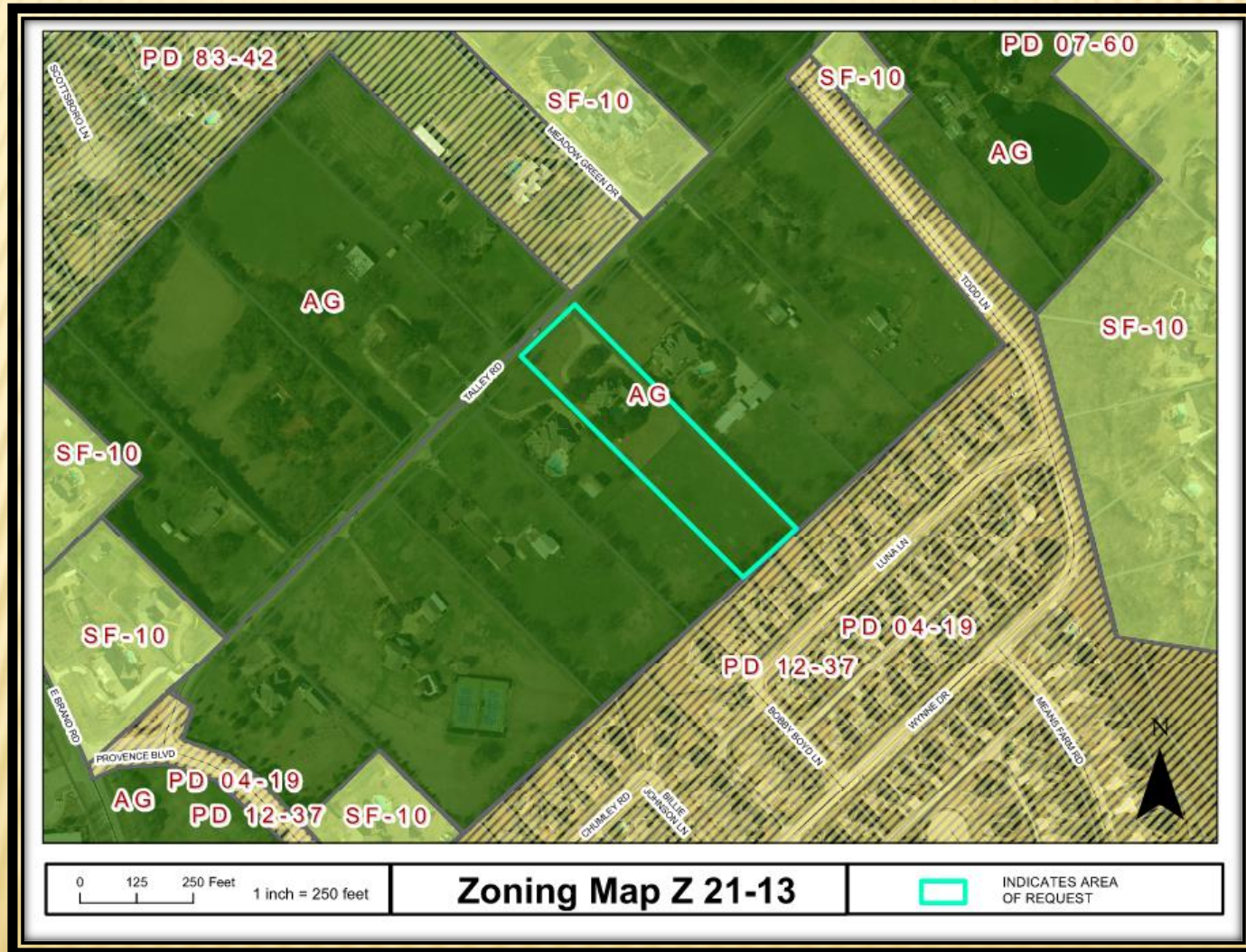
0 1 2 Miles
1 in = 2 miles

Zoning Map Z 21-13

★ INDICATES AREA OF REQUEST

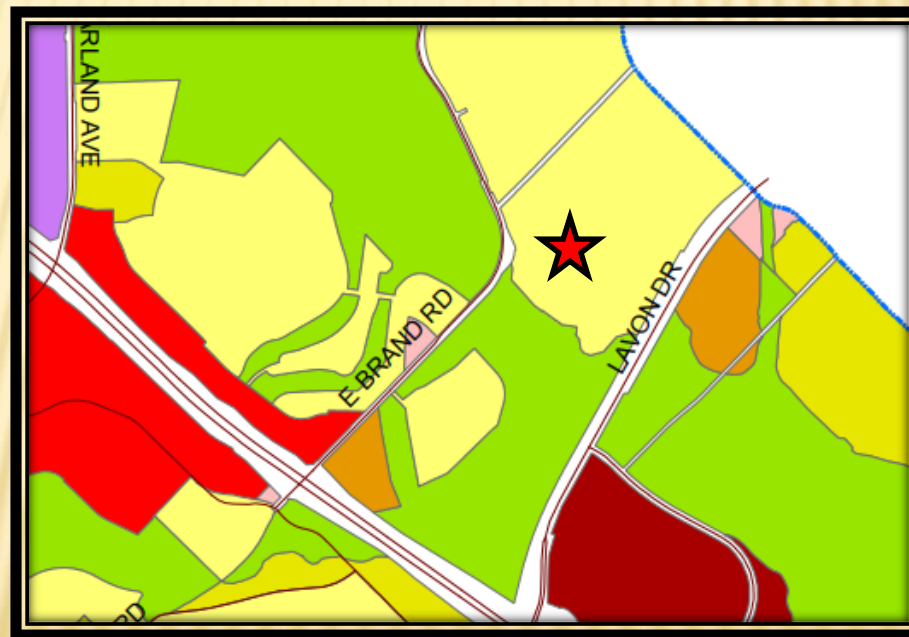
Z 21-02

LOCATION MAP



Z 21-13

COMPREHENSIVE PLAN





COMPREHENSIVE PLAN

The Future Land Use Plan of the Envision Garland 2030 Comprehensive Plan designates this site for Traditional Neighborhoods. Traditional Neighborhoods are currently found throughout Garland and provide areas for low to moderate density single-family detached residential housing.

Traditional Neighborhoods also accommodate convenience retail (goods and services), office space, and public services. Non-residential structures are compatible in architectural style and scale with adjacent residential development. Non-residential uses are typically located at the intersection of local streets or at local and secondary arterial streets. Non-residential uses are within walking distance of the neighborhoods they serve and include minimal on-site parking.

The proposed use is compatible with the Comprehensive Plan.



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PHOTOS



View of the proposed location of the Guest House



Looking at the primary house from Talley Road

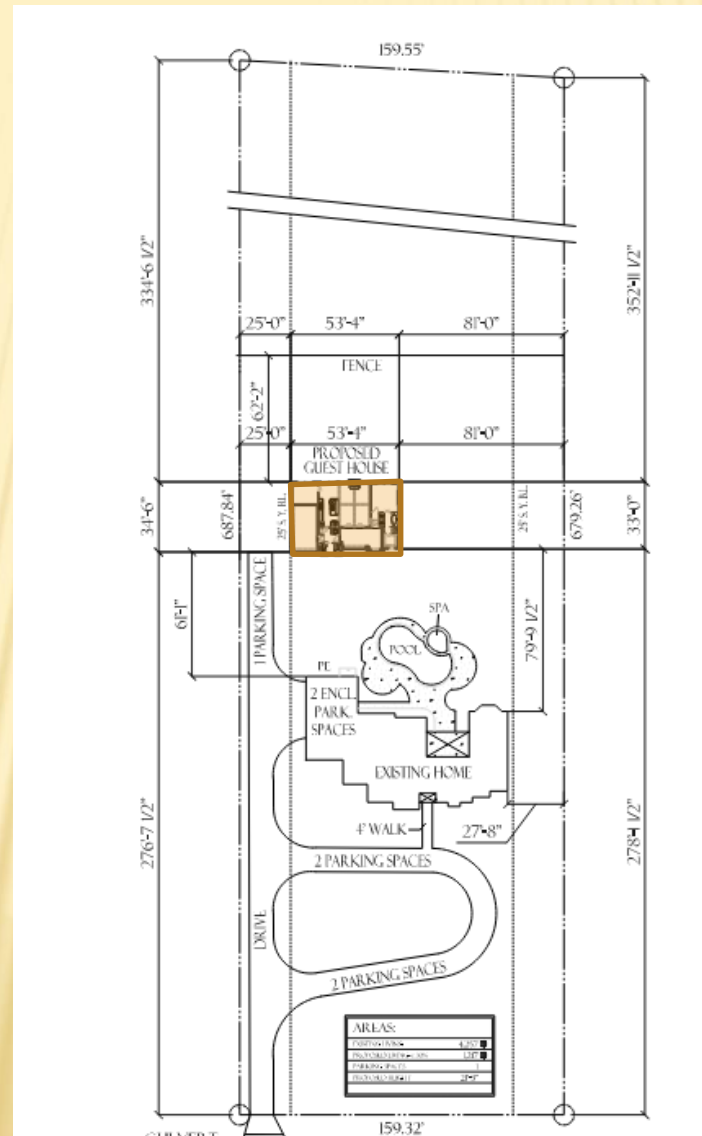


Looking north of the subject property



Looking west of the subject property

SITE PLAN



BUILDING ELEVATIONS



 GUEST HOUSE FRONT ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



 GUEST HOUSE REAR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"

BUILDING ELEVATIONS



 GUEST HOUSE LEFT ELEVATION - EAST
SCALE: 1/8" = 1'-0"



 GUEST HOUSE RIGHT ELEVATION - WEST
SCALE: 1/8" = 1'-0"

CONSIDERATION

The applicant requests the Specific Use Provision to be in effect for a period of 25 years, which aligns with the SUP Time Period Guide.

STAFF RECOMMENDATION

Approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

Approval of a Plan for a Guest House on a property zoned Agricultural (AG) District.



PLAN COMMISSION RECOMMENDATION

On August 16, 2021 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Specific Use Provision for a Guest House on a property zoned Agricultural (AG) District.

The Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Plan Guest House on a property zoned Agricultural (AG) District.

Additionally, the Plan Commission recommended a Specific Use Provision time period of twenty-five (25) years.



GARLAND

City Council Regular Session Agenda

Meeting Date: 09/14/2021

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Mayor Pro Tem Dylan Hedrick

- Susan Nye - Board of Adjustment
- Elizabeth Harling - Community Multicultural Commission
- Terri Chepregi - Library Board
- David Parrish - Parks and Recreation Board
- Michael Rose - Plan Commission
- Martha Melaku - Property Standards Board
- Charlotte Piercy - Senior Citizens Advisory Board

Council Member Robert Vera

- Bruce Astin - Board of Adjustment
 - Mindy Le - Community Multicultural Commission
 - DeAnne Driver - Cultural Arts Commission
 - Patricia Hanson - Environmental and Community Advisory Board
 - Dorothy McAllister - Library Board
 - David Morehead - Parks and Recreation Board
 - Douglas Williams - Plan Commission
 - Caleb Ernst - Property Standards Board
 - Hazel Blanton - Senior Citizens Advisory Board
 - Carlos Porras - Tax Increment Finance #1 Downtown Board
 - Cle D. Kimble - Tax Increment Finance #3 Board
 - Jack "Rick" Wyatt, Jr. - Unified Building Standards Board
-

Attachments

Susan Nye - BOA

Elizabeth Harling - CMC

Terri Chepregi - Library

David Parrish - Parks

Michael Rose - Plan

Martha Melaku - Property
Charlotte Piercy - Senior Citizens Advisory
Bruce Astin - BOA
Mindy Le - CMC
DeAnne Driver - Cultural Arts
Patricia Hanson - Environmental
Dorothy McAllister - Library
David Morehead - Parks
Douglas Williams - Plan
Caleb Ernst - Property
Hazel Blanton - Senior Citizens Advisory
Carlos Porras - TIF 1
Cle Kimble - TIF 3
Jack "Rick" Wyatt, Jr. - Unified Bldg.



GARLAND

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Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: JULY 5, 2021

Name: SUSAN NYE Phone: _____

Address: 3442 KING ARTHUR DR Phone: _____

City, State, Zip: GARLAND TX 75044 Email: _____

Resident of Garland for 25 years Resident of Texas for 31 years

✓ Dallas County Voter Registration Number _____ Garland City Council District Number 7

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

SERVED ON BOARD OF ADJUSTMENT SINCE 2001 AND I HAVE PREVIOUSLY SERVED AS 2ND VICE CHAIR.

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

BOARD OF ADJUSTMENT - 2001 TO PRESENT

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

JUVENILE DIABETES RESEARCH FOUNDATION FUNDRAISING CHAIR AT ERICSSON
MENTOR AT BURKS ELEMENTARY - MCKINNEY
SAMARITAN INN VOLUNTEER - MCKINNEY

What is your educational background?

ASSOCIATE DEGREE - MANAGEMENT INFORMATION SYSTEMS

What is your occupational experience?

PROJECT COORDINATOR / ADMINISTRATOR AT ERICSSON (25 YEARS)

I hereby affirm that all statements herein are true and correct.

Susan L Nye

Board or Commission of first, second and third choice:

☒ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
7-14-21

Revised 05/2021



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CITY OF GARLAND
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CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 209 N. Fifth St., Garland, Texas 75040 | E-mail: RDowling@Garland.TX.gov

Please Type or Print Clearly:

Date: 7/9/2021

Name: Elizabeth (Liz) Harling

Phone

Address: 3418 Creekbend Dr.

Phone

City, State, Zip: Garland, TX 75044

Email

Resident of Garland for 22 years Resident of Texas for 22 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Worked for many years in immigrant community in adult education; experienced non-profit executive; long-time education advocate through PTA and others

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

Community Multicultural Commission 7/20-present

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

Current: LWV Richardson, Texas Family Leadership Council, The Storehouse of CC. Former: TXPTA, Richardson Council of PTAs, various RISD planning committees, Richardson Adult Literacy volunteer and board member.

What is your educational background?

BA in Classics from Newcomb College/Tuane University
JD from Loyola Law School of New Orleans

What is your occupational experience?

Practiced law for 13 years, licensed in PA, LA and TX. Part-time ESL teacher, RISD substitute teacher. Program Director for multicultural literacy non-profit. Currently, nonprofit ED and strategic planner.

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice		
☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Environmental & Community Advisory Board	☐ Garland Youth Council **	☒ 3 Plan Commission *
☐ Civil Service Commission	☒ 2 Library Board	☐ Senior Citizens Advisory Committee
☒ Community Multicultural Commission	☐ Property Standards Board	☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status
CSO Suit/Claim Filed
Clerk Signature & Date

Current ☒
Current ☒
Yes ☐ No ☒

Past Due
Past Due

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courtney Vanover
7-9-21

Revised 05/2021



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CITY OF GARLAND
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JUN 09 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: June 6, 2021

Name: Terri Chepregi

Phone:

(Home)

Address: 1906 Timbercreek Dr

Phone:

(Other)

City, State, Zip: Garland, TX 75042

Email:

Resident of Garland for 38 years Resident of Texas for 39 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Master of Library Science degree; work experience in an academic library

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

Library Board: approximately 2013 to present

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

Leadership Richardson graduate, Literacy Instruction for Texas (now known as Aspire) board member

What is your educational background?

Degrees: BS International Business, Master of Library Science

Designations: Certified Public Accountant, Certified Management Accountant

What is your occupational experience?

Accounting: 1982 to present. Currently Chief Financial Officer, Jonathan's Place in Garland.

I hereby affirm that all statements herein are true and correct. Terri Chepregi

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☒ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☒ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
6-10-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: May 18, 2021

Name: David A. Parrish

Phone

(Home)

Address: 2526 Pepperidge Dr

Phone

(Other)

City, State, Zip: Garland, TX 75044

Email

Resident of Garland for 41 years

Resident of Texas for 43 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 7 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

TX Master Naturalist, Volunteer for U.S. Fish & Wildlife Service.

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

Parks & Recreation Board, 2016 - present.

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

Achievement Center of TX. Boy Scouts. Leadership Garland. Oakridge NA. Spring Creek Forest Society. GISD School Gardens.

What is your educational background?

BS- Zoology (Ecology option) Oklahoma State University 1975

What is your occupational experience?

Environmental Scientist 36 1/2 years for the U.S. Environmental Protection Agency.

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☒ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
5-18-21

Revised 05/2021



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RECEIVED
JUN 02 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 05/24/2021

Name: Michael

Rose

Address: 2406 Lone Oak Trail

Phone

City, State, Zip: Garland, Texas 75044

Email

Resident of Garland for 32 years

Resident of Texas for 52 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 7

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

licensed real estate Broker 51 yrs.

If you have previously served on a City Board or Commission, please specify and list dates of service.
past ch. of Plan commission; ch. of several Charter Review Com.; member of several City Bond Com.; current member of Plan Com.

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

past board member of Oakridge Neighborhood ; past President of ONA; class 18 of Citizens Police; class 8 of Citizens Fire

What is your educational background?

B.S. in education; M.S. in communications

What is your occupational experience?

over 50 years in commercial real estate development

I hereby affirm that all statements herein are true and correct.

Michael J. Rose

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☒ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanevor
6-3-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowling@GarlandTX.gov

Please Type or Print Clearly:

Date: 6.22.2021

Name: Martha Melaku

Phone

(Home)

Address: 2518 Bison Ct

Phone

(Other)

City, State, Zip: Garland TX 75044

Email

Resident of Garland for 20+ years

Resident of Texas for 30+ years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 7

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Already served on the Property Standards Board and would like to continue to serve. I have worked as a real estate attorney in DFW for the past 13 years and believe the Property Standards Board is a good fit.

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

CMC - 2009-2014

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

Garland Civic Theater, Buckner International, Dallas International, Altrusa International, Dallas Bar Association and a Member of the Texas Bar.

What is your educational background?

Political Science UTA

Juris Doctor - University of Oklahoma College of Law

What is your occupational experience?

I have worked in landlord/tenant and real estate law for many years and currently work in construction defect litigation

I hereby affirm that all statements herein are true and correct.

Martha Melaku

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☐ Community Multicultural Commission

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Property Standards Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Senior Citizens Advisory Committee

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clerk Signature & Date

Current

Current

Yes

No

Past Due

Past Due

Past Due

Past Due

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courtney Vanover
6.22.21

Revised 05/2021

Vanover, Courtney

From: Kurth, Christine
Sent: Tuesday, June 22, 2021 8:27 AM
To: Vanover, Courtney; Daniel, Brenda
Subject: RE: Account Status

Good Morning

Here you go.

Thank you

Christine Kurth
Call Center Supervisor
972-205-2677
Email: CKurth@garlandtx.gov



GARLAND

From: Vanover, Courtney <CVanover@garlandtx.gov>
Sent: Tuesday, June 22, 2021 7:23 AM
To: Daniel, Brenda <BDaniel@garlandtx.gov>; Kurth, Christine <CKurth@garlandtx.gov>
Subject: Account Status

Good morning,

I need to check the account status for the following please:

Martha Melaku-----Good /Current
2518 Bison Court

Thank you!

Courtney Vanover

City Secretary's Office
972-205-2406

Our Mission

We are committed to preserve public trust, deliver quality services, promote economic growth, protect our community and enhance the quality of life for the good of our city and our future.



GARLAND

Vanover, Courtney

From: Boyd, Doriece
Sent: Tuesday, June 22, 2021 2:15 PM
To: Vanover, Courtney
Subject: RE: Account Status

This account has a zero balance.

Doriece Boyd

From: Vanover, Courtney <CVanover@garlandtx.gov>
Sent: Tuesday, June 22, 2021 2:13 PM
To: Boyd, Doriece <DBoyd@garlandtx.gov>
Subject: FW: Account Status

Here is one more please ☺

From: Vanover, Courtney
Sent: Tuesday, June 22, 2021 7:23 AM
To: Daniel, Brenda <BDaniel@garlandtx.gov>; Kurth, Christine <CKurth@garlandtx.gov>
Subject: Account Status

Good morning,

I need to check the account status for the following please:

Martha Melaku
2518 Bison Court

Thank you!

Courtney Vanover

City Secretary's Office
972-205-2406

Our Mission

We are committed to preserve public trust, deliver quality services, promote economic growth, protect our community and enhance the quality of life for the good of our city and our future.



GARLAND



GARLAND

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CITY OF GARLAND
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JUL 14 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: July 12, 2021

Name: CHARLOTTE PIERCE Phone: [REDACTED]

Address: 303 ARMISTRONG DR Phone: -

City, State, Zip: GARLAND, TX 75040 Email: - (Other) -

Resident of Garland for 66 years Resident of Texas for 86 years DOB 11.09.34

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 2

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

PAST SENIOR CITIZENS ADVISORY COMMISSION

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

REP COUNCIL RICK WILLIAMS ALL TERMS & REElected

REP COUNCIL SCOTT LEWIS ALL TERMS

DYLAN HEDRIC

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

PAST MEMBER COUNCILMANS ASSOC.

2 YEARS

MYSELF AND MEMBERS START INVESTIGATOR GROUP CRIME WATCH

CITIZEN ON PATROL POLICE DEPARTMENT

What is your educational background?

HIGH SCHOOL - RUTHERFORD BUSINESS SCHOOL - DALLAS
C.B. H. RICHARDSON COLLEGE

What is your occupational experience?

C.I.S.I. TENDERS DIV

GARLAND REPAIR

I hereby affirm that all statements herein are true and correct.

Charlotte Pierce

Board or Commission of first (1st), second (2nd), and third (3rd) choice:

☐ Board of Adjustment

☐ Community Multicultural Commission

☐ Environmental and Community Advisory Board

☐ Garland Cultural Arts Commission

☐ Garland Youth Council

☐ Library Board

☐ Parks and Recreation Board

☐ Plan Commission

☐ Property Standard Board

☒ Senior Citizens Advisory Committee

☐ TIF Downtown

☐ TIF Medical District

☐ TIF South

☐ Unified Building Standards Commission

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@GarlandTx.gov

*Plan Commission members must live in district

**Garland Youth Council has a separate application

Revised 02/2020

Courtney Vanover
7.14.21



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CITY OF GARLAND
RECEIVED
JUL 09 2021
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: June 9, 2021

Name: Bruce L. Astin

Phone

(Home)

Address: 1706 Timbercreek Dr.

Phone

(Other)

City, State, Zip: Garland, Texas, 75042

Email

Resident of Garland for 32 years

Resident of Texas for 32 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

I have been serving on the Board of Adjustment for the past 16 years,

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

As stated above, I have serviced on the Board of Adjustemnt.

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

I was a volunteer with the Boy Scouts of America for 16 year, and was the Scout Master for Troop 884 for 6 years.

What is your educational background?

High School /Some College

What is your occupational experience?

I am retired, but worked in the magazine distribution as a Regional Manager, Marketing manager and District Sales Manager

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Revised 05/2021

Courtney Vayner
7.9.21



GARLAND

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CITY OF GARLAND
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JUL 09 2021
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 7/9/2021

Name: Mindy Le

Phone: [REDACTED]

Address: 1006 Walnut Pkwy

Phone: [REDACTED]

City, State, Zip: Garland, TX 75042

Email: [REDACTED]

Resident of Garland for 20+ years

Resident of Texas for 20+ years

Dallas County Voter Registration Number: [REDACTED]

City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a crime involving moral turpitude? ☐ Yes ☒ No

Do you have any pending criminal charges? ☐ Yes ☒ No

Community Multicultural Commission 2020 - Present

Community Multicultural Commission 2020 - Present

University of North Texas: BS Hospitality Management

BS Merchandising
BS Digital Retailing

Mindy Le

Board or Commission of first, second and third choice:

Board of Adjustment

2 Garland Cultural Arts Commission

Parks and Recreation Board

Environmental & Community Advisory Board

Garland Youth Council **

Plan Commission

Civil Service Commission

3 Library Board

Senior Citizens Advisory Committee

1 Community Multicultural Commission

Property Standards Board

United Building Standard Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due

Date Appointed

Utility Account Status

Current ☒

Past Due

Appointed By

CNO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

Client Signature & Date

Courtney Vanover
7-9-21

Revised 03/2021

CIVIC / Community Endeavors:

- Junior League of Richardson
- Garland Multi Ethnic Committee
- State Fair of Texas: Starlight Parade Volunteer

Occupational Experience:

- 3+ years Corporate Retail
- Currently Ecommerce & Marketing Coordinator for an Ecommerce Agency and Legal Assistant for a Real Estate Law Firm

Education:

- Southern Methodist University
MA in Dispute Resolution
Graduate Certificate in Healthcare Collaboration and Conflict Engagement



CITY OF GARLAND
RECEIVED
JUL 30 2021

CITY SECRETARY

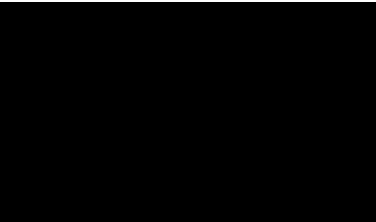
Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

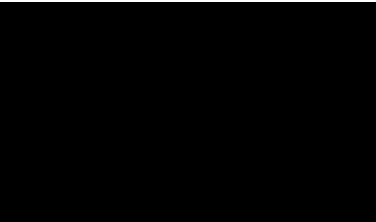
Date: 7/22/2021

Name: DeAnne Driver

Phone: 

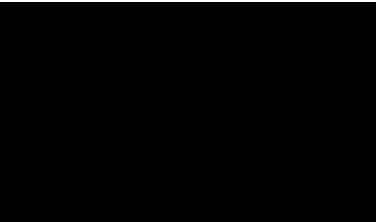
(Home)

Address: 1401 Seminary Ridge

Phone: 

(Other)

City, State, Zip: Garland, TX 75043

Email: 

Resident of Garland for 66 years

Resident of Texas for 66 years

Dallas County Voter Registration Number  Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Danced Professionally with Harkness Ballet of NY and the Dallas Ballet. Performed in many of the Garland Summer Musicals

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

Garland Cultural Arts Commission 1990-present. Served as Chairman 2013-present

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

Garland Noon Exchange Club, Alumni of both Citizens Police and Fire Academies.

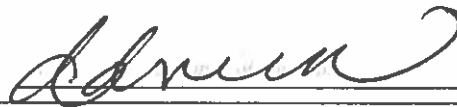
What is your educational background?

Bachelors in Business Administration, Magna Cum Laude, SMU Cox School of Business

What is your occupational experience?

Professional Ballet Dancer, Accountant and Insurance Sales and Service

I hereby affirm that all statements herein are true and correct.



Board or Commission of first, second and third choice:

☐ Board of Adjustment

☒ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed _____

Utility Account Status

Current ☒

Past Due ☐

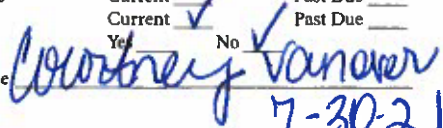
Appointed By _____

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified _____

Clerk Signature & Date


7-30-21

Date Notified _____

Disclosure Form Filed _____

Revised 05/2021



CITY SECRETARY



GARLAND
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Environmental
Community Advisory
Board

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: 8/4/2021

Name: Patricia Hanson

Phone: [REDACTED]

Address: 1901 Palo Duro

Phone: [REDACTED]

City, State, Zip: Garland TX 75040 Email: _____

Resident of Garland for 38 years

Resident of Texas for 40 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Tif 3 Medical Board 2019-2021

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

see above

Referred by Robert Vera

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

Northlake Estates Crime Watch Co-President

What is your educational background?

Bachelor of Science Business Administration

What is your occupational experience?

Administration in
Commercial + Residential Real Estate

I hereby affirm that all statements herein are true and correct.

Patricia Hanson

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☒ Citizens' Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☐ Community Multicultural Commission

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Property Standards Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Senior Citizens Advisory Committee

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clerk Signature & Date

Current

Current

Yes

No

Past Due

Past Due

Past Due

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courtney Vanner
8-6-21

Revised 05/2021

CITY OF GARLAND
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MAY 25 2021

CITY SECRETARY



GARLAND

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Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date:

May 20th, 2021

Name:

Dorothy McAllister

Phone:

Address:

4228 Tynes Circle

Phone:

City, State, Zip:

Garland, TX 75042

Email:

Resident of Garland for ____ years

Resident of Texas for ____ years

Dallas County Voter Registration Number

City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Some teaching before children born

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

Senior Citizen Advisory Council Apr

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

Friends of Library

What is your educational background?

BS in Secondary Ed

What is your occupational experience?

I hereby affirm that all statements herein are true and correct.

✓

Signature of Applicant

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☒ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
5-26-21

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
JUN 11 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 11 June 2021

Name: David Morehead

Phone:

Address: 3402 Burning Tree Lane

Phone:

City, State, Zip: Garland, TX 75042

Email:

Resident of Garland for 15 years

Resident of Texas for 25 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Eagle Scout

Senior Citizen

West Garland Neighborhood Association board member

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

Park & Rec. Sept. 2019 - present

Bond Study Board Aug 2018 - Dec 2018

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

West Garland Neighborhood Association - current president and previously held other board positions

What is your educational background?

BAAS

What is your occupational experience?

CAD/CAM programmer

currently retired

Database Administrator

I hereby affirm that all statements herein are true and correct.

David Morehead

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☒ Parks and Recreation Board

☐ Building and Fire Codes Board

☒ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☒ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowling@GarlandTX.gov

Courtney Vanover
6-14-21

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
JUN 28 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 6-26-21

Name: Douglas A. Williams

Phone:

Address: 3810 Burning Tree Ln.

Phone:

City, State, Zip: Garland, TX 75042

Email:

✓ Resident of Garland for 48 years Resident of Texas for 68 years

Dallas County Voter Registration Number [REDACTED] City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

I have common sense. Good Looking. I'm A Really Nice guy, and Funny too.

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

Plan Commission x 2; Library Board; Utility Advisory Board; Property Standards Board; Charter Review Committee.

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

Kiwanis Club; Garland Crime Stoppers; West Area Implementation Committee; The Three Stages Club.

What is your educational background?

High School + Some College.

What is your occupational experience?

Pushing poop for 45+ yrs. Master Plumber.

I hereby affirm that all statements herein are true and correct. Doug A. Williams

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☒ Plan Commission

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Planning and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDow1@GarlandTX.gov

Courtney Vanover
6-30-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 05/15/2021

Name: Caleb Ernst

Phone:

Address: 1813 Timbercreek Dr

Phone:

City, State, Zip: Garland, TX, 75042

Email:

Resident of Garland for 7 years

Resident of Texas for 13 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

I have served on ECAB since July of 2018. During that time I've collaborated with others on programs and policies. I also have similar experience working with the

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

I have served on ECAB since July of 2018

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

I participated in the new resident focus group for the market research project. I've also signed on to be a Garland Digital Ambassador. I've attended Leadership Meet and

What is your educational background?

BA in Education from Cedarville University in Cedarville, OH.

Th.M. from Dallas Theological Seminary

What is your occupational experience?

Three years as store manager of UPS Store #5059. Three years as a private tutor. 9 years as the Master Roaster and production manager of White Rock Coffee, in charge.

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office

200 N. Fifth St.

Garland, TX 75040

Fax: 972-205-2504

Email: RDowl@GarlandTX.gov

Courtney Venable
5-18-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 7-29-21

Name: HAZEL BLANTON

Phone: [REDACTED] (Home)

Address: 906 ALAMO LN

Phone: _____ (Other)

City, State, Zip: GARLAND TX 75040

Email: _____

Resident of Garland for 73 years

Resident of Texas for 82 years DOB 3-15-39

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

*appointed by
district #6*

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

YES 34RS.

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

*P.T.A. 12YRS OWNED MY OWN BEAUTY SHOP FOR
BOY SCOUTS 20 YRS*

What is your educational background?

COSMETOLOGY COLLEGE

What is your occupational experience?

55 YRS. HAIR DRESSER

I hereby affirm that all statements herein are true and correct.

Hazel A. Blanton

Board or Commission of first (1st), second (2nd), and third (3rd) choice:

☐ Board of Adjustment

☐ Community Multicultural Commission

☐ Environmental and Community Advisory Board

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Property Standard Board

☒ Senior Citizens Advisory Committee

☐ TIF Downtown

☐ TIF Medical District

☐ TIF South

☐ Unified Building Standards Commission

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@GarlandTx.gov

*Plan Commission members must live in district

** Garland Youth Council has a separate application

Revised 02/2020



GARLAND

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CITY OF GARLAND
RECEIVED
JUL 18 2019

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 07-18-2019

Name: Carlos Porras Phone: [REDACTED]

Address: 3302 S Country Club Rd Phone: [REDACTED]

City, State, Zip: Garland TX 75043 Email: [REDACTED]

Resident of Garland for 12 years

Resident of Texas for 54 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 3 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

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

TIF downtown Garland 2018 and 2019

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

Leadership Garland, GDBA President, Many events downtown
Wild West Cowboy Round
Fall for Garland
Cinco de Mayo

What is your educational background?

BA Business Mgmt UTD.

What is your occupational experience?

Owner Dor Banderas Rest

I hereby affirm that all statements herein are true and correct. [Signature]

Board or Commission of first, second, and third choice:		
☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Building and Fire Codes Board	☐ Garland Youth Council **	☐ Plan Commission *
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☐ Plumbing and Mechanical Codes Board
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Electrical Board		

* Plan Commission members must live in district ** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☐

Date Appointed _____

Appointed By _____

Date Notified _____

Disclosure Form Filed _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒
Courtney Vanover

Revised 03/2017



GARLAND

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CITY OF GARLAND
RECEIVED
JUN 01 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: _____

Name: Cle D. Kimble Phone: N/A _____ (Home)

Address: 2932 Old Orchard Rd. Phone: _____ (Other)

City, State, Zip: Garland, Texas Email: _____

Resident of Garland for 1 years Resident of Texas for 44 years

✓ Dallas County Voter Registration Number _____ Garland City Council District Number 5

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

I'm a healthcare professional that has extensive knowledge of caring and meeting the needs of all people.

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

N/a

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

Member of the Orchard Hills Neighborhood Association

What is your educational background?

Master in Healthcare Leadership and Bachelors of Science

What is your occupational experience?

20 years as a Registered Respiratory Therapist

I hereby affirm that all statements herein are true and correct.

Cle D. Kimble

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Youth Council **	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☐ Plan Commission
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Garland Cultural Arts Commission		☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒ Past Due _____
Current ☒ Past Due _____

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes _____ No ☒
Admitted to membership, 6-1-21

Date Notified _____



GARLAND

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**CITY OF GARLAND
RECEIVED
JUN 29 2021
CITY SECRETARY**

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 6-24-2021

Name: RICK JACK R WYATT JR.

Phone:

Address: 614 WORCESTER

Phone:

City, State, Zip: GARLAND, TX 75040

Email:

Resident of Garland for 58 years

Resident of Texas for 70 years

✓ Dallas County Voter Registration Number [REDACTED] and City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

PLANNING COMMISSION, BOARD OF ADJUSTMENT, BUILDING & FIRE CODES BOARD
BUSINESS ASSOCIATION, BUSINESS OWNER, GARLAND GIRLS SOFTBALL, COACH SOFTBALL
FOR 32 YEARS, AED CLINICS & TAUGHT CLASSES

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

PLANNING COMMISSION, BOARD OF ADJUSTMENT, BUILDING & FIRE CODE BOARD

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

GCSA, GARLAND BUSINESS ASSOCIATION, PIANO TECHNICIAN GUILD

What is your educational background?

HIGH SCHOOL
REAL ESTATE COURSER

What is your occupational experience?

WORK IN FAMILY BUSINESS 55 YEARS. OWNED SEVERAL BUSINESSES
REAL ESTATE BROKER

I hereby affirm that all statements herein are true and correct.

for RND

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

✓ ☒ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
6-30-21

Revised 05/2021