



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

200 North Fifth Street

Garland, Texas

December 13, 2016

5:30 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

**[Public comment will not be accepted during Work Session
unless Council determines otherwise.]**

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

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Written Briefings:

a. Economic Development Reserve - Update

Council will be updated on the status of the City's Economic Development Reserve Fund, including a review of the entire program from initial funding, additional revenue/repayments, approved expenditures, and the unaudited FY 2015-16 ending balance, as well as any repayments and uses of funds currently planned for FY 2016-17.

b. Taser, Body-Worn, Fleet and Interview Room Cameras Project

Council is requested to accept the final Master Services and Purchase Agreement (MSA) for a 5-year term between Taser International, Inc. and the City of Garland, TX in the amount of \$2,690,446.45. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 13, 2016 Regular Meeting.

c. Consider Assistance Request for Nonprofit Special Event NAACP Martin Luther King Jr. Parade

The Garland NAACP has requested the City Council to consider waiving expenditures for city services required for their events celebrating Martin Luther King Jr. Day on Saturday, January 14 and Sunday, January 15, 2017. The City Council Policy on Special Event Policies and Guidelines (OPNS-29) states that requests from nonprofit organizations for donated services in excess of \$5,000 be brought to the City Council for consideration. Unless otherwise directed by Council, staff will proceed with the proposed assistance for the special event.

2. Verbal Briefings:

a. Transportation Update

The Transportation Director will provide a monthly briefing on the activities related to funding the Strategic Transportation Initiatives of the City of Garland.

b. LED Street Light Conversion Project Update

Staff will provide Council with an update on the GP&L LED Street Light Conversion Project. This will include an updated timeline for the remainder of the project, a recap of resolved issues, and resolutions for current issues moving forward.

3. Regular Item:

a. Resolution Supporting Nomination of Downtown to the National Register of Historic Places

The City Council will receive a written briefing on details of the nomination of the Downtown Garland commercial district for acceptance on the National Register of Historic Places and the upcoming public information meeting to be conducted by the Texas Historical Commission in Garland on December 14, 2016. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 3, 2017 Regular Meeting.

4. Consider the Consent Agenda

A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

- 1. The City Council will adjourn into executive session under Sec. 551.071, TEX. GOV'T CODE and Sec. 551.087, TEX. GOV'T CODE to discuss economic development incentives relating to the development and construction of a residential subdivision on approximately 100 acres of land located generally at the southwestern intersection of Buckingham Road and Shiloh Road in Garland, Texas; and**
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7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 1. a.

Meeting Date: December 13, 2016

Item Title: Economic Development Reserve - Update

Submitted By: Ron Young, Budget Director

Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

Update Council on the status of the City's Economic Development Reserve Fund, including a review of the entire program from initial funding, additional revenue/repayments, approved expenditures, and the unaudited FY 2015-16 ending balance, as well as any repayments and uses of funds currently planned for FY 2016-17.

OPTIONS

For informational purposes only.

RECOMMENDATION

For informational purposes only.

BACKGROUND

In 2012, City Council established a GP&L Economic Development Reserve from transfers of excess fund balance realized in 2010 and 2011. Due to exceptionally warm summers, the Electric Utility had \$127 million in excess funds of which \$17.7 million went to the Economic Development Reserve and \$109 million went to the Rate Mitigation Fund. The Economic Development Reserve was created for economic development initiatives to provide a future benefit to GP&L by growing its customer base and to the City's tax base.

USE OF FUNDS TO DATE

A list of all past uses and the unaudited FY 2015-16 ending balance is provided below:

Beginning Balance	\$17,698,079
Target Redevelopment (Centerville)	(1,000,000)
City Center Development	(7,166,834)
Civic Theatre Building Purchase	(428,503)
Massimo Motorsports (Miller Road) – 380 Grant	(55,000)
Housing Reinvestment Program	(500,000)
Land Purchase for Economic Development (State Highway 66)	(1,528,200)
Massimo Motorsports (Miller Road) – 380 Grant	(55,000)
Carroll Company – 380 Grant	(100,000)
Fortress Company (North First Street) – 380 Grant	(34,000)
Catalyst Area Study	(251,250)
Target Redevelopment Reimbursement	1,038,904
Ending Balance as of 9/30/2016	\$ 7,618,196

PLANNED USE OF FUNDS FOR FY 2016-17

A list of planned use of funds as of December 1, 2016 for FY 2016-17:

Beginning Balance as of 10/1/2016	\$ 7,618,196
Planned FY 2016-17 Expenditures	
Land Sale (State Highway 66)	1,528,200
Massimo Motorsports (Miller Road) – 380 Grant	(55,000)
Fortress Company (North First Street) – 380 Grant	(33,000)
Housing Reinvestment Program	500,000
Estimated FY 2016-17 Ending Balance	\$ 9,558,396



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 1. b.

Meeting Date: December 13, 2016

Item Title: Taser, Body-Worn, Fleet and Interview Room Cameras Project

Submitted By: Mitch Bates, Chief of Police

Council Goal: Fully Informed and Engaged Citizenry
Consistent Delivery of Reliable City Services
Safe, Family-Friendly Neighborhoods

ISSUE

With the approval of the 2016-2017 City Budget, Council previously approved the funding for the purchase of:

- Taser Axon™ Body Worn Cameras (BWC)
- Taser Axon™ Fleet In-car Camera system
- Taser Axon™ Interview Room system
- Taser Conducted Energy Weapons (CEW).

At the **Regular Session** meeting on December 13, 2016, Council is requested to accept the final Master Services and Purchase Agreement (MSA) for a 5-year term between **Taser International Inc.** and the **City of Garland, TX** in the amount of \$2,690,446.45.

OPTIONS

1. Accept the **Master Services and Purchase Agreement (MSA)** between Taser International Inc. and the City of Garland, TX.
2. Do Not Accept **Master Services and Purchase Agreement (MSA)** between Taser International Inc. and the City of Garland, TX.

RECOMMENDATION

OPTION 1: This item has been scheduled for formal consideration at the December 13, 2016 Regular Session Meeting of the City Council. During this Regular Session meeting on December 13, 2016, Council is requested to accept the **Master Services and Purchase Agreement (MSA)** between Taser International Inc. and the City of Garland, TX for a 5-year term (beginning date starting at acceptance of product delivery).

BACKGROUND

In August of 2016, Council approved the budget allocation for the purchase and implementation of Body Worn Cameras (BWC's) for all sworn Police personnel, the replacement of in-car cameras for all Police enforcement vehicles, the replacement of interview room recording equipment in addition to the replacement of Tasers (Conducted Energy Weapons –CEW's).

The purpose of this MSA details the 5 year commitment between Taser International Inc. and the City of Garland. Taser agrees to provide BWCs and associated accessories, Fleet in-car cameras, interview room cameras and Taser/CEWs along with all digital storage and maintenance solutions.

The implementation of **Body Worn Cameras** (BWC) and the **Interview Room camera system** are both anticipated to begin no later than the 2nd Quarter of 2017.

The implementation of **In-Car Cameras** (to replace the current COBAN in-car cameras) is anticipated to begin in the 3rd quarter of 2017.

With one year of warranty remaining on the currently-issued **Tasers (Conducted Energy Weapons)**, the new Tasers/CEW's within this contract will not be ordered until the 4th Quarter of 2017 with implementation scheduled for the 1st Quarter of 2018. These new Tasers/CEW's will retain the full 5-year warranty regardless of the intentional delay in receiving them.

CONSIDERATION

The proposed contract with Taser International, Inc and the City of Garland has been reviewed and approved by the City Attorney's Office with input and recommendations from Police Department staff and City IT staff.

In the contract, the City of Garland agrees to pay Taser International Inc. the sum of \$2,690,446.45 in 5 annual payments:

- Year 1: \$536,115.29 (the amount for the 1st year includes \$180,160.00 paid from **Narcotic Seizure Funds** and \$458,422.79 paid from **General Fund**)
- Year 2: \$538,582.79 (the amount for the 2nd year includes \$80,160.00 paid from **Narcotic Seizure Funds** and \$458,422.79 paid from **General Fund**)
- Year 3: \$538,582.79 (the amount for the 3rd year includes \$80,160.00 paid from **Narcotic Seizure Funds** and \$458,422.79 paid from **General Fund**)
- Year 4: \$538,582.79 (the amount for the 4th year includes \$80,160.00 paid from **Narcotic Seizure Funds** and \$458,422.79 paid from **General Fund**)
- Year 5: \$538,582.79 (the amount for the 5th year includes \$80,160.00 paid from **Narcotics Seizure Funds** and \$458,422.79 paid from **General Fund**)

Attachments

Body Camera Resolution
Taser Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING A MASTER SERVICES AND PURCHASE AGREEMENT BETWEEN TASER INTERNATIONAL INC. AND THE CITY OF GARLAND, TEXAS IN THE AMOUNT OF \$2,690,446.45; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas desires an excellent and professional police department; and

WHEREAS, such a police department should have available body-worn cameras, in-car cameras, interview room cameras, and conducted energy weapons; and

WHEREAS, TASER International, Inc. is a recognized supplier of said equipment;

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

Section 1

That the City Manager is hereby authorized to execute the Master Services and Purchase Agreement between Taser International Inc. and City of Garland, Texas in the form and substance attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

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

PASSED AND APPROVED this the _____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

Taser Project Cover Letter

This packet contains several individual documents which make the Taser agreement. All pricing comes from Texas Buy Board's listed prices for Taser equipment, with items being discounted by Taser per Buy Board's policies.

Documents within the packet:

1. Taser Quotation (Quote # Q-85653-11) (6 pages)
2. Master Services and Purchase Agreement between Taser International, INC. & City of Garland ("MSA") (23 pages)
 - Includes Appendices:
 - Evidence.com Terms of Use Appendix
 - Professional Services Appendix
 - TASER Assurance Plan Appendix
 - AXON Forensic Suite Software Appendix
 - AXON Fleet Appendix
3. AXON Fleet Statement of Work (11 pages)
4. AXON Interview Room Statement of Work (8 pages)
5. Axon RMS Integration Statement of Work (2 pages)

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Shawn Roten
(972) 205-1630
rotens@garlandtx.gov

Quotation

Quote: Q-85653-11
Date: 11/9/2016 9:28 PM
Quote Expiration: 12/31/2016
Contract Start Date*: 1/1/2017
Contract Term: 5 years

AX Account Number:
157673

Bill To:
GARLAND POLICE DEPT.- TX
1891 FOREST LANE
Garland, TX 75042
US

Ship To:
Shawn Roten
GARLAND POLICE DEPT.- TX
1891 FOREST LANE
Garland, TX 75042
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Manoj Mohan		manoj@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, band width or network stability. These costs are solely the responsibility of the customer.

Year 1 - Due Net 30

CEW Portion of OSP Plan = \$80,160 1/1/17-12/31/17. CEW type can be chosen at time of possession. Best and final pricing. 11 Axon Body 2 spares included with accessories at no cost.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
334	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,247.40	USD 416,631.60	USD 0.00	USD 416,631.60
13,360	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 418.95	USD 139,929.30	USD 139,929.30	USD 0.00
334	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	73031	VIEWER, IOS	USD 208.95	USD 69,789.30	USD 69,789.30	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
11	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,569.75	USD 91,045.50	USD 91,045.50	USD 0.00
58	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 36.75	USD 2,131.50	USD 2,131.50	USD 0.00
334	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	87032	4 YEAR EXTENDED WARRANTY AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	74003	CAMERA SYSTEM, AXON FLEET	USD 418.95	USD 121,495.50	USD 121,495.50	USD 0.00
290	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	85163	UNLIMITED EVIDENCE.COM FLEET: YEAR 1 PAYMENT	USD 491.40	USD 71,253.00	USD 0.00	USD 71,253.00
145	11510	Cradlepoint Router - IBR1100LP6	USD 944.99	USD 137,023.55	USD 137,023.55	USD 0.00
145	11511	Cradlepoint - 5 in 1 cellular, WiFi, GPS antenna	USD 418.95	USD 60,747.75	USD 60,747.75	USD 0.00
145	11519	Cradlepoint - CradleCare, 5 yr	USD 288.75	USD 41,868.75	USD 41,868.75	USD 0.00
334	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 189.00	USD 63,126.00	USD 63,126.00	USD 0.00
20	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 491.40	USD 9,828.00	USD 0.00	USD 9,828.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	50135	AXON FIVE PROFESSIONAL	USD 3,123.75	USD 15,618.75	USD 15,618.75	USD 0.00
1	50077	AXON FIVE PROFESSIONAL, BASIC FORENSIC, 2 DAY	USD 4,200.00	USD 4,200.00	USD 4,200.00	USD 0.00
5	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 1,023.75	USD 5,118.75	USD 0.00	USD 5,118.75
8	85170	INTERVIEW ROOM, INSTALL AND SETUP	USD 2,625.00	USD 21,000.00	USD 15,443.36	USD 5,556.64
8	50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	USD 1,247.40	USD 9,979.20	USD 0.00	USD 9,979.20
6	50113	AXIS F41 COVERT MAIN UNIT	USD 624.49	USD 3,746.94	USD 3,746.94	USD 0.00
6	50114	AXIS SENSOR UNIT F1025	USD 388.05	USD 2,328.30	USD 1,164.12	USD 1,164.18

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	50112	AXIS VANDAL RESISTENT IP DOME CAMERA 3364-V	USD 941.96	USD 1,883.92	USD 0.00	USD 1,883.92
8	50118	LOUOE MICROPHONE (POE)	USD 191.74	USD 1,533.92	USD 1,533.92	USD 0.00
2	50101	RECORDING SERVER - WINDOWS SERVER W/ 16 GB RAM - 2U XEON E-3	USD 4,592.61	USD 9,185.22	USD 9,185.22	USD 0.00
7	50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	USD 2,556.52	USD 17,895.64	USD 17,895.64	USD 0.00
7	50070	AXON TOUCH PANEL SOFTWARE	USD 1,575.00	USD 11,025.00	USD 0.00	USD 11,025.00
2	50071	AXON STREAMING SERVER LICENSE (PER SERVER)	USD 1,837.50	USD 3,675.00	USD 0.00	USD 3,675.00
1	85055	AXON FULL SERVICE	USD 15,750.00	USD 15,750.00	USD 15,750.00	USD 0.00
2	50163	5 YEAR HMA - INTERVIEW RECORDER	USD 6,074.08	USD 12,148.16	USD 12,148.16	USD 0.00
6	50167	5 YEAR HMA - AXIS SENSOR UNIT	USD 582.07	USD 3,492.42	USD 3,492.42	USD 0.00
6	50171	5 YEAR HMA - AXIS MAIN UNIT	USD 936.73	USD 5,620.38	USD 5,620.38	USD 0.00
2	50178	5 YEAR HMA - AXIS VANDAL DOME CAMERA 3364-V	USD 1,412.93	USD 2,825.86	USD 2,825.86	USD 0.00
7	50183	5 YEAR HMA - POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	USD 3,834.78	USD 26,843.46	USD 26,843.46	USD 0.00

Year 1 - Due Net 30 Total Before Discounts: USD 1,398,740.67

Year 1 - Due Net 30 Discount: USD 862,625.38

Year 1 - Due Net 30 Net Amount Due: USD 536,115.29

Year 2 - Due 2018

CEW Portion of OSP Plan = \$80,160 1/1/18-12/31/18. Best and Final Pricing.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
334	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,247.40	USD 416,631.60	USD 0.00	USD 416,631.60
13,360	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	85164	UNLIMITED EVIDENCE.COM FLEET: YEAR 2 PAYMENT	USD 491.40	USD 71,253.00	USD 0.00	USD 71,253.00
20	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 491.40	USD 9,828.00	USD 0.00	USD 9,828.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 189.00	USD 63,126.00	USD 40,293.76	USD 22,832.24
5	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 1,023.75	USD 5,118.75	USD 0.00	USD 5,118.75
8	50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	USD 1,247.40	USD 9,979.20	USD 0.00	USD 9,979.20
7	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 315.00	USD 2,205.00	USD 0.00	USD 2,205.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 367.50	USD 735.00	USD 0.00	USD 735.00
Year 2 - Due 2018 Total Before Discounts:						USD 578,876.55
Year 2 - Due 2018 Discount:						USD 40,293.76
Year 2 - Due 2018 Net Amount Due:						USD 538,582.79

Year 3 - Due 2019

CEW Portion of OSP Plan = \$80,160 1/1/19-12/31/19. Best and Final Pricing.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
334	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,247.40	USD 416,631.60	USD 0.00	USD 416,631.60
13,360	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	85165	UNLIMITED EVIDENCE.COM FLEET: YEAR 3 PAYMENT	USD 491.40	USD 71,253.00	USD 0.00	USD 71,253.00
20	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 491.40	USD 9,828.00	USD 0.00	USD 9,828.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 189.00	USD 63,126.00	USD 40,293.76	USD 22,832.24
5	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 1,023.75	USD 5,118.75	USD 0.00	USD 5,118.75
8	50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	USD 1,247.40	USD 9,979.20	USD 0.00	USD 9,979.20
7	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 315.00	USD 2,205.00	USD 0.00	USD 2,205.00
2	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 367.50	USD 735.00	USD 0.00	USD 735.00
Year 3 - Due 2019 Total Before Discounts:						USD 578,876.55
Year 3 - Due 2019 Discount:						USD 40,293.76
Year 3 - Due 2019 Net Amount Due:						USD 538,582.79

Year 4 - Due 2020

CEW Portion of OSP Plan = \$80,160 1/1/20-12/31/20. Best and Final Pricing.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
334	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,247.40	USD 416,631.60	USD 0.00	USD 416,631.60
13,360	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 491.40	USD 9,828.00	USD 0.00	USD 9,828.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	85166	UNLIMITED EVIDENCE.COM FLEET: YEAR 4 PAYMENT	USD 491.40	USD 71,253.00	USD 0.00	USD 71,253.00
334	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 189.00	USD 63,126.00	USD 40,293.76	USD 22,832.24
5	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 1,023.75	USD 5,118.75	USD 0.00	USD 5,118.75

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	USD 1,247.40	USD 9,979.20	USD 0.00	USD 9,979.20
7	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 315.00	USD 2,205.00	USD 0.00	USD 2,205.00
2	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 367.50	USD 735.00	USD 0.00	USD 735.00
Year 4 - Due 2020 Total Before Discounts:						USD 578,876.55
Year 4 - Due 2020 Discount:						USD 40,293.76
Year 4 - Due 2020 Net Amount Due:						USD 538,582.79

Year 5 - Due 2021

CEW Portion of OSP Plan = \$80,160 1/1/21-12/31/21. Best and Final Pricing.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
334	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,247.40	USD 416,631.60	USD 0.00	USD 416,631.60
13,360	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
145	85167	UNLIMITED EVIDENCE.COM FLEET: YEAR 5 PAYMENT	USD 491.40	USD 71,253.00	USD 0.00	USD 71,253.00
20	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 491.40	USD 9,828.00	USD 0.00	USD 9,828.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
334	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 189.00	USD 63,126.00	USD 40,293.76	USD 22,832.24
5	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 1,023.75	USD 5,118.75	USD 0.00	USD 5,118.75
8	50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	USD 1,247.40	USD 9,979.20	USD 0.00	USD 9,979.20
2	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 367.50	USD 735.00	USD 0.00	USD 735.00
7	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 315.00	USD 2,205.00	USD 0.00	USD 2,205.00
Year 5 - Due 2021 Total Before Discounts:						USD 578,876.55
Year 5 - Due 2021 Discount:						USD 40,293.76
Year 5 - Due 2021 Net Amount Due:						USD 538,582.79

Subtotal	USD 2,690,446.45
Estimated Shipping & Handling Cost	USD 42.67
Grand Total	USD 2,690,489.12

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Unlimited Axon Fleet License Includes:

- Evidence.com Pro License
- Extended warranty coverage on Axon Fleet cameras for the duration of the contract term
- Unlimited Storage for files uploaded from your Axon Fleet cameras

11 Spare AXON Body 2 and Accessories included at no cost.

Customer will be providing network switch for Axon Interview program.

In the event that this agreement is not signed on or before December 31, 2016, 5 year HMA products(50163, 50167, 50171, 50178, 50183, 11519) will not be provided at no charge.

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’ and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
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MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

CITY OF GARLAND, TEXAS

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and CITY OF GARLAND, TEXAS, (**Agency, Party** or collectively **Parties**) having its principal place of business at 200 N. Fifth Street, Garland, TX, 75040, is entered into as of _____, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-85653-11, which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.
 - 1.1 **Evidence.com Subscription Term:** The Term of this Agreement is five (5) years. The start date of the Evidence.com Subscription services will begin after acceptance of the Axon Body 2 Cameras System. The shipment date will be within 30 days of the agreed implementation date of these Products. If accepted in 1st half of the month, the start date is on the 1st of the following month. If accepted in the last half of the month, the start date is on the 15th of the following month. The Evidence.com Subscription services will end on the fifth anniversary of the Evidence.com start date.
 - 1.2 **Evidence.com Fleet Subscription Term:** The Term of this Agreement is five (5) years. The start date of the Evidence.com Fleet Subscription services will begin after implementation and acceptance of the Axon Fleet Systems. The shipment date will be within 30 days of the agreed implementation date for the Axon Fleet System. If accepted in 1st half of the month, the start date is on the 1st of the following month. If accepted in the last half of the month, the start date is on the 15th of the following month. The Evidence.com Fleet Subscription services will end on the fifth anniversary of the Evidence.com start date.
 - 1.3 **Evidence.com Interview Room Subscription Term:** The Term of this Agreement is five (5) years. The start date of the Evidence.com Fleet Subscription services will begin after implementation and acceptance of the Axon Fleet Systems. The shipment date will be within 30 days of the agreed implementation date for the Axon Fleet System. If accepted in 1st half of the month, the start date is on the 1st of the following month. If accepted in the last half of the month, the start date is on the 15th of the following month. The Evidence.com Fleet Subscription services will end on the fifth anniversary of the Evidence.com start date.
 - 1.4 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday 8:00 am – 5:00 pm Central Standard Time, excluding holidays. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Day.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or

otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. The Agency is responsible for all freight charges. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 30 days of receipt. Failure to notify TASER within the 30 day rejection period will be deemed as acceptance of Product. TASER will not ship Products more than 30 days before implementation services are scheduled.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
- 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. For Axon Interview Room Products, the following warranties apply:

Hardware	Warranty Period
Axis Products	3 years
POS-X Touch Panel	3 years
Industrial Computer Servers	2 years
Louroe Products	1 year
Cisco Switch	1 year
Broadberry	3 years

The warranty term for the Cradlepoint router is three (3) years from the date of shipment. In the event the Agency executes this Agreement before December 31, 2016, TASER will provide a 5- year warranty for all hardware, including Axon Interview Room hardware and the Cradlepoint router.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss,

damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed \$3,000,000. In no event will either Party be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the defective Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 Product Warnings. See our website at www.TASER.com for the most current product warnings.

9 Design Changes. TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. In the event such design change would cause the Agency to incur additional costs, TASER will provide notice to the Agency.

10 Insurance. TASER will maintain at TASER's own expense and in effect during the Term, Commercial

General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

- 11 Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of willful misconduct of the Agency.

- 12 IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 13 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, (vi) any networking hardware and associated installation for a wireless router for wireless offload for Axon Fleet, and (vii) any security settings the Agency establishes to interact with or on the Evidence.com Services.

- 14 Termination.**

14.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts

on a prorated basis.

14.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 10 days prior to the end of the then current fiscal year.

14.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

14.4 After Termination. TASER will not delete any Agency Content as a result of a termination during a period of 180 days following termination. During this 180-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 180-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 180-day period. TASER has no obligation to maintain or provide any Agency Content after this 180-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

14.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. The Agency may download its data at any time free of charge during the Term and during the After-Termination period. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees of \$2,000 per day and TASER will not warrant or guarantee data integrity or readability in the external system. In the event TASER's assistance is requested, TASER will work with the Agency to download the Agency's Content onto a medium that is mutually agreeable to the Parties and consistent with industry standards and readable by commercially available software.

15 General.

15.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, including the Texas Public Information Act, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.

15.2 Excusable delays. TASER will use commercially reasonable efforts to deliver all products and

services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice. TASER will not invoice the Agency until Products are received, implemented and accepted by the Agency, as further described in Section 1.

- 15.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 15.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not knowingly cause any proprietary rights to be violated.
- 15.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 15.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 15.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 15.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 15.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply

with all applicable import, re- import, export, and re-export control laws and regulations.

- 15.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 15.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 15.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 15.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 15.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY: City of Garland
Attn: Police Department
1891 Forest Lane
Garland, Texas 75042
rotens@garlandtx.org

- 15.15 Entire Agreement.** This Agreement, including the APPENDICES and Statements of Work attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. In the event the Agency desires to order additional Products and Services from TASER during the Term of this Agreement, TASER will provide a quote for those Products and Services. The quote will reference this Agreement, and upon signature by the Agency, that quote will become part of this Agreement. In the event a statement of work is needed for the new Products and Services being added to this Agreement, TASER will present the Agency with a statement of work for such Products and Services, and upon signature by the Agency, such statement of work will become part of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings,

agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

15.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85255

CITY OF GARLAND, TEXAS

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 200 N. Fifth Street, Garland, TX, 75040

Attn: Contracts

Email: contracts@taser.com

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically

burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties that are CJIS compliant for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content except as specified elsewhere in this Agreement.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER

disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10 License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using “admin” credentials from Agency. Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment. On site Assistance Included
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER’s observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

2 **Out of Scope Services.** With regards to the Axon Body 2 deployment, TASER is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Services for Axon Fleet are described in the Axon Fleet Platform Statement of Work. Services for Axon Interview Room are described in the Statement of Work & Configuration Document for Axon Interview Recording Platform, attached to this Agreement.

3 **Delivery of Services.**

3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.

3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. **Taser will perform this work through the Agency's Securelink program.** TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the

environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.

- 6 Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection. TASER will issue separate Acceptance Checklist for Axon Fleet services and Axon Interview room services.
- 7 Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, unless such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; and (ii) any assistance provided by TASER under this Section is without warranty, express or implied.

TASER Assurance Plan Appendix

The TASER Assurance Plan or “TAP” has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** TAP Term start date is based upon the acceptance date of the hardware covered under TAP. If the acceptance of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the acceptance of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the “Spare Products”) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER’s RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER’s sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have

no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to TASER within 30 days of the date of termination.

- 5 TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multibay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

- 5.1.1.** If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.
- 5.1.2.** If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If

the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6 TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 6.2.** TASER will not and has no obligation to provide the free Upgrade Models.
- 6.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 6.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.
- 6.6.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
- 6.7.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
- 6.8.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for

each covered Product.

AXON Forensic Suite Software Appendix

Use of any of the Axon Forensic Suite Software including Axon Convert, Axon Five and Axon Detect (Software) indicates agreement to the terms below. The Software, all executable instructions, images, icons, sound, and text incorporated in the Software, is owned by Amped Software SRL (Amped) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

- 1. License Grant.** TASER grants a non-exclusive, royalty-free, worldwide right and license to use the Software, where "use" and "using" in this Agreement mean storing, loading, installing, or executing the Software exclusively for data communication with an Amped or a TASER product. This Software may be used in a networked environment on computers other than the computer on which the Software is installed provided that each execution of the Software is for data communication with an Amped or a TASER product. Copies and adaptations of the Software may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of the Software provided that the Agency retains all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations. The Agency may copy the written materials accompanying the Software.
- 2. Definitions.** "Amped Software" means the computer software programs available developed by Amped and the name of the applications are Amped Five Professional, Amped Five First Responder, Amped DVRCONV, and AMPED AUTHENTICATE. "Amped Copyrights" means Amped's copyrights in and to Amped Five.
- 3. License Restrictions.** The Agency may not use the Software in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of the Software; (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or allow any others to do the same; (c) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy the Software in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in the Software, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense the Software; (g) access the Software in order to build a competitive product or service or copy any features, functions or graphics of the Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or TASER licensors on or within the Software or any copies of the Software. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of the Software and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against TASER or any TASER affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Software.
- 4. Support.** The Agency acknowledges that TASER offers no guarantee of support or maintenance for Amped FIVE until purchased. Once purchased, TASER will offer support of Amped Five for one year at support@taser.com. On or before the one year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support

and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

- 5. Remedies.** THE AGENCY'S EXCLUSIVE REMEDY IS, AT TASER'S SOLE OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR THE SOFTWARE.
- 6. Termination.** This Agreement will continue for the duration of Amped's copyright in the Software, unless earlier terminated as provided in this Agreement. TASER may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy the Software, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Export Controls (U.S. and Canada Only). EXPORT OF THIS SOFTWARE IS PROHIBITED. SOFTWARE MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF TASER. UNAUTHORIZED EXPORT OF SOFTWARE IS PROHIBITED BY TASER AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure adheres to the minimum requirements needed to effectively operate Axon Fleet as established by TASER during the on-site assessment at the Agency's facility and/or in TASER's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to TASER regarding the Agency's infrastructure may subject the Quote to change.

- 2 **Statement of Work.** The Statement of Work (SOW) attached to this Appendix will detail TASER's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. TASER is responsible to perform only the services described in this SOW. Any additional services discussed or implied that are not defined explicitly by the SOW will be considered out of the scope. TASER may subcontract any part of the SOW to a qualified subcontractor.

- 3 **Warranty Coverage.** TASER's standard Hardware Warranty as described in Section 7 of the main body of the MSPA applies to Axon Fleet. Axon Fleet is not covered under the TASER Assurance Plan.



Garland TX Police

AXON Fleet Platform
Statement of Work

Date: October 26, 2016
Quote: Q-85653-11
Sales Representative: Manoj Mohan

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General Terms and Conditions

Force Majeure

- Neither party hereto shall be liable for delays or failure to perform with respect to this agreement due to (i) causes beyond the party's reasonable control and not avoidable by diligence (ii) acts of GOD, epidemics, riots, deaths or delays in transportation which are beyond the party's reasonable control and not avoidable by labor, materials, or manufacturing facilities, or delays caused by subcontractors due to similar causes. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of the delay.

Indemnification

- To the maximum extent allowed by law, TASER International, Inc. shall defend, indemnify, and save harmless the CLIENT, its officers, officials, independent contractors, agents, and employees, excluding TASER International, Inc., from and against all claims, judgements, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements and expenses, including without limitation interest and reasonable attorney's fees assessed as part of any such item, that arise in any manner from, in connection with, or out of the Statement of Work as a results of acts or omissions of TASER International, Inc. or sub-contractors or anyone directly or indirectly employed by any of them or anyone for who acts any of them may be liable.

Background

Taser Solutions Services are designed to streamline AXON Fleet, AXON Body, TASER and Evidence.com products for your organization. With this statement of work, your will receive complete configuration and integration of the purchased systems. Our team works with you from start to finish developing a custom business plan that assures your deployment not only achieves all your objectives, but future-proofs your initiatives by providing upgrade options and system modification programs.

We pledge to every facet of deployment, including discovery, design, build, testing and implementation phases. The deployment team will follow the success of the project throughout its technology lifecycle, assuring a well-planned, efficient and thorough product deployment with an anticipated minimal disruption to your daily routine and operations.

TASER International, Inc. Responsibilities

The following identifies the in-scope and out of scope responsibilities of the project.

In Scope

- Appoint a team who will perform training to the city fleet garage/installation staff
- Schedule installation and deployment dates
- Project management and coordination
- Supply and configure Fleet and Signal products
- Supply and configure AXON View XL application
- Product registration
- Provide NetMotion configuration information
- Supply and configure Cradlepoint routers with external antenna
- Capture customer's information technology points of contact
- Supply all software and utilities for the Axon Fleet system
- Deliver hardware specified in the customer purchase order
- Capture intimate details of daily operation and routines
- A session of administrator training
- A session of installation training
- A session of officer training
- Pre-deployment "purchase-order" product configurations and services
- Deployment documentation
- Access to AXON university

Out of Scope

- Network engineer for any responsibilities beyond the configuration of the Cradlepoint router
- Procurement of server or virtual machine if applicable
- Windows installation on Back End Server if applicable
- Existing mobile in car video system removal
- Existing mobile in car video system hardware surplus and recycling
- Activation and performance of cellular networking services and hardware
- Programming of network switches, routers, firewalls, access points and mobile access routers
- Guaranteed Wi-Fi transfer rates from the Cradlepoint router's Wi-Fi
- Laptop/tablet/mobile data terminal with Windows 7 or Windows 10 operating system
- Computer mount with an open USB 2.0 or greater port or an open USB port on the computer
- Upgrade of existing network infrastructure
- High-speed internet accessible network routing video recordings to Evidence.com
- COBAN video evidence migration
- Hardware Complications - Please note: Any out of box failures cannot be handled on site during the deployment phase of the project. The deployment team will have additional pre-configured hot-spare units available.
- Anything not excluded in this section and not listed in the above "In Scope" is considered out of scope for this Statement of Work.

Customer Supplied Hardware and Software

- Win7 or Win 10 In Car Computer (May also be known as laptop, tablet, MDT, mobile data terminal)
- Mounting with constant power and one open USB 2.0 port or greater
- VPN if applicable (i.e. NetMotion)
- NetMotion administrator licensing if applicable
- Police station networking devices (switches, routers, hub, access point, access point controllers)
- Police state network Ethernet, fiber, and/or networking infrastructure
- AT&T, Sprint or Verizon pre-activated SIM Card if applicable
- Internet connectivity to Evidence.com
- Local administrator rights with installation privileges
- Local administrator rights to temporarily disable anti-virus and to add port exceptions

Fleet System Components (per Unit)

Item	Quantity	Description	
74024	2	Fleet System, Battery Box	
74025	2	Mount Assembly, AXON Fleet	
74027	2	AXON Fleet, Dongle	
74003	2	AXON Fleet Camera	
11510	1	Cradlepoint Router - IBR1100LP6	
11511	1	Cradlepoint - 5 in 1 cellular, Wi-Fi, GPS antenna	
70112	1	AXON Signal Unit	
00000	1	Police Standard Wiring Harness	
00000	1	AXON View XL Application for Windows	

Fleet Introduction

The Axon Fleet solution is a camera system incorporating an audio and video recording device with a vehicular windshield mount. This camera is designed for use in tough environmental conditions encountered in law enforcement, corrections, military, and security activities. The Axon Fleet camera is designed to record events for secure storage, retrieval, and analysis via Evidence.com services.

Axon Fleet also provides a video solution that connects police vehicles to an intelligent, cloud-based evidence ecosystem. Axon Fleet allows agencies to access and analyze in-car video with unprecedented speed and transparency. The cameras are mounted in the car, where they can be activated via Axon Signal technology. They then communicate with the Axon Fleet XL program, and offload video wirelessly through secure Wi-Fi technology through the Cradlepoint to TASER's Evidence.com website for law enforcement. Users may also transfer information with an Axon Dock, through 4G LTE or by using Evidence Sync software installed on a Windows computer.

The Axon Fleet system consists of the Axon Signal device, Axon Fleet camera, the Axon Fleet camera mount, and the Axon Fleet power unit. The Axon Fleet power unit is an inline power supply for the camera. Normally, the camera is powered by the vehicle. If the ignition is shut off and the camera is still recording or uploading video evidence, the Axon Fleet power unit continues to supply the camera with enough energy to continue recording for approximately 4 hours.

The Axon Fleet system is designed to work with the Axon Signal Unit (ASU). The ASU is part of a communications platform that sends a broadcast when certain conditions are met. This broadcast can be recognized by Axon equipment. For example, the ASU can be set up to work with an emergency vehicle's light bar. When the light bar activates, all properly equipped Axon systems within range begin recording. Currently, Axon Signal technology is built into Axon Fleet, Axon Body 2, and Axon Flex (with an Axon Flex controller equipped with Axon Signal technology) systems.

Available Transfer Methods

- 4G LTE
- Dock and Walk
- Wi-Fi (802.11 n / ac) | Available Q2, 2017

Cradlepoint Router Functionality

- Enable a secure vehicle Wi-Fi hotspot
- Enable live view between the AXON Fleet cameras and the AXON View XL application
- Temporarily harvest a video recording on the unit's computer
- Send the harvested video from the computer through 4G LTE or Wi-Fi through the Internet to Evidence.com
- Capture accurate GPS sending NEMA string to the cameras applied to Metadata

Garland's Preferred Evidence Transfer Method - Wi-Fi Upload

Garland will be utilizing its existing access points, access point controllers and robust network infrastructure to upload video from the Fleet systems. The Cradlepoint will transfer the harvested video through Wi-Fi directly to the access points supplied by the city of Garland, information technology division. Store forward designs should be available for Fleet in Q2, 2017 which Garland PD has

expressed interest in beta trialing. Store forward will help the police department temporarily store largest video quantities in a secure virtual server data location. Its goal is to allow multiple units Wi-Fi transfer at the same time and carefully upload the video through the network to the Internet. The controller method will help ensure that the city's network is not affected by the larger files.

AXON Fleet Signal Unit

The Axon Signal Unit (ASU) is part of a communications platform that alerts the user when hardware is activated. When that hardware is used, the ASU sends a message recognizable by other Axon equipment. For example, the ASU can be set up to work with an emergency vehicle's light bar. When the light bar activates, all properly equipped Axon systems within range switch from buffer mode to record mode. Systems that work with the ASU currently include the Axon Body 2 camera, Axon Fleet system, and some Axon Flex systems. The ASU is not required for the fleet system to operate. If installing the ASU in conjunction with Axon Fleet, please review the *Axon Signal Unit Installation Manual* before proceeding.

Motors Units

Motorcycles no longer are subject to the same conditions when utilizing traditional DVR in car video systems. Motors units can use the Signal unit to activate their body worn cameras automatically when triggered by lights. The transition from traditional in car video to signal significantly reduces common frustrations facing motors officers, today.

Proposed Systems Installation

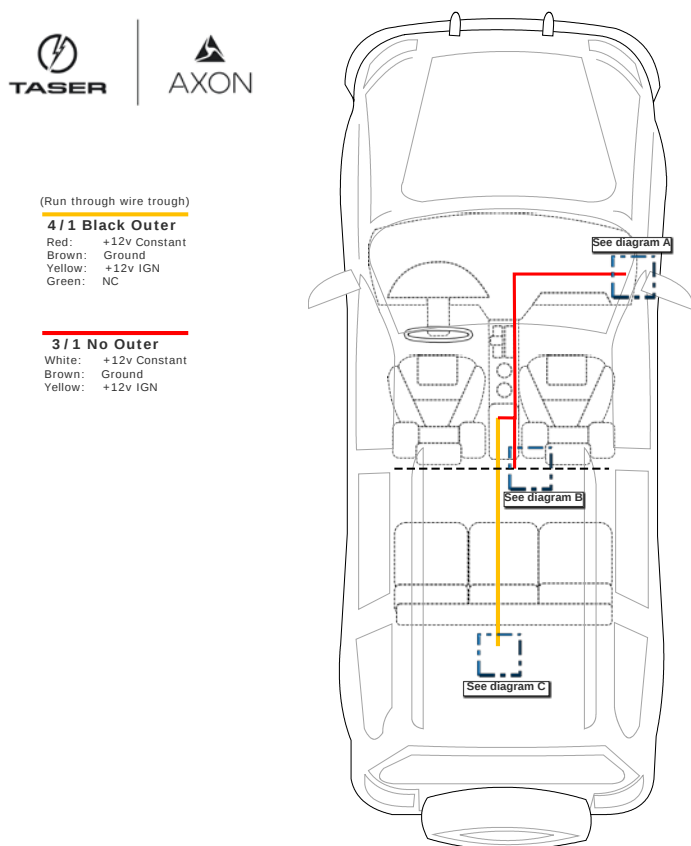
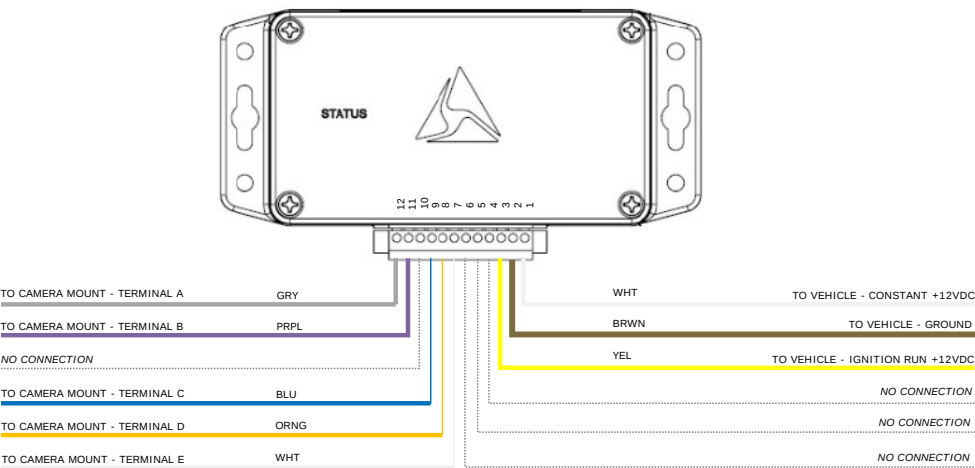


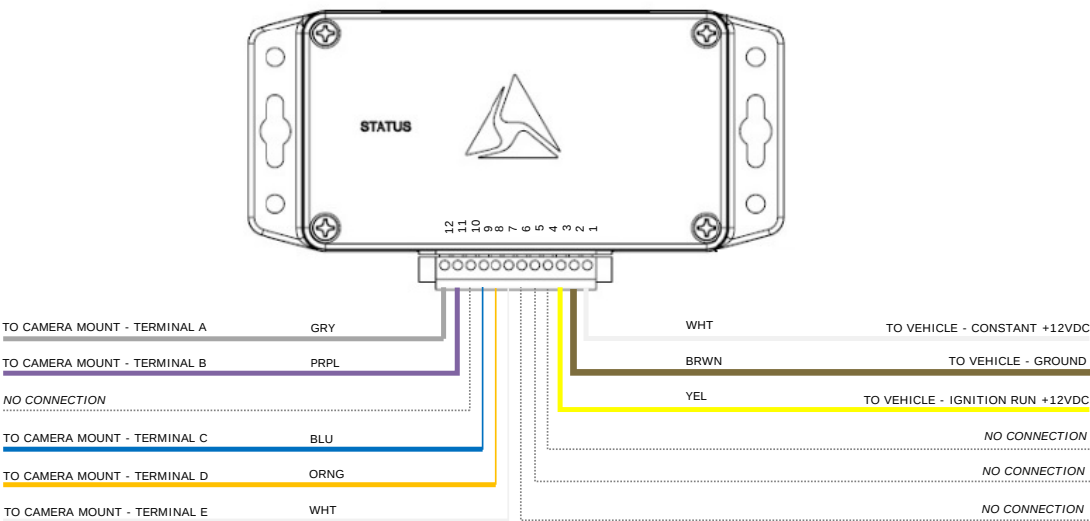
Diagram A - Front Camera



Battery box mounted inside passenger front dash side panel

Wires to camera mount run up passenger A-pillar and tucked inside headliner to mount at center of windshield

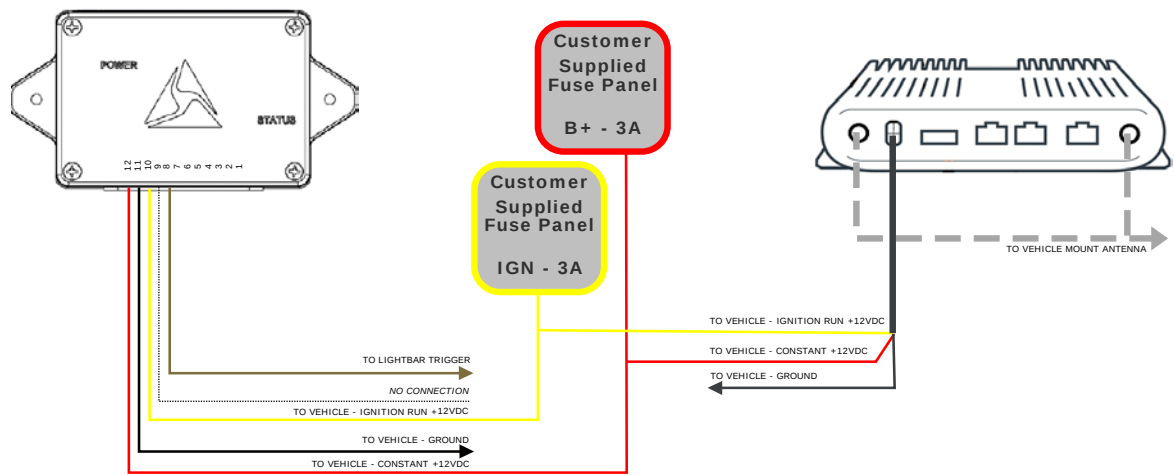
Diagram B - Rear Camera



Battery box mounted center, bottom of prisoner partition (officer side)

Wires to camera mount run up partition, loomed, and secured

Diagram C - Rear Tray (ASU, Cradlepoint, & fuse blocks)



Lightbar trigger from center console on customer supplied brown wire
Cradlepoint antenna mounted inside vehicle, driver rearmost window

Site Survey Pictures





Wireless Site Survey





Motors Units





STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

This document details a proposed system design

Agency Created For: **Garland Police Department - TX**

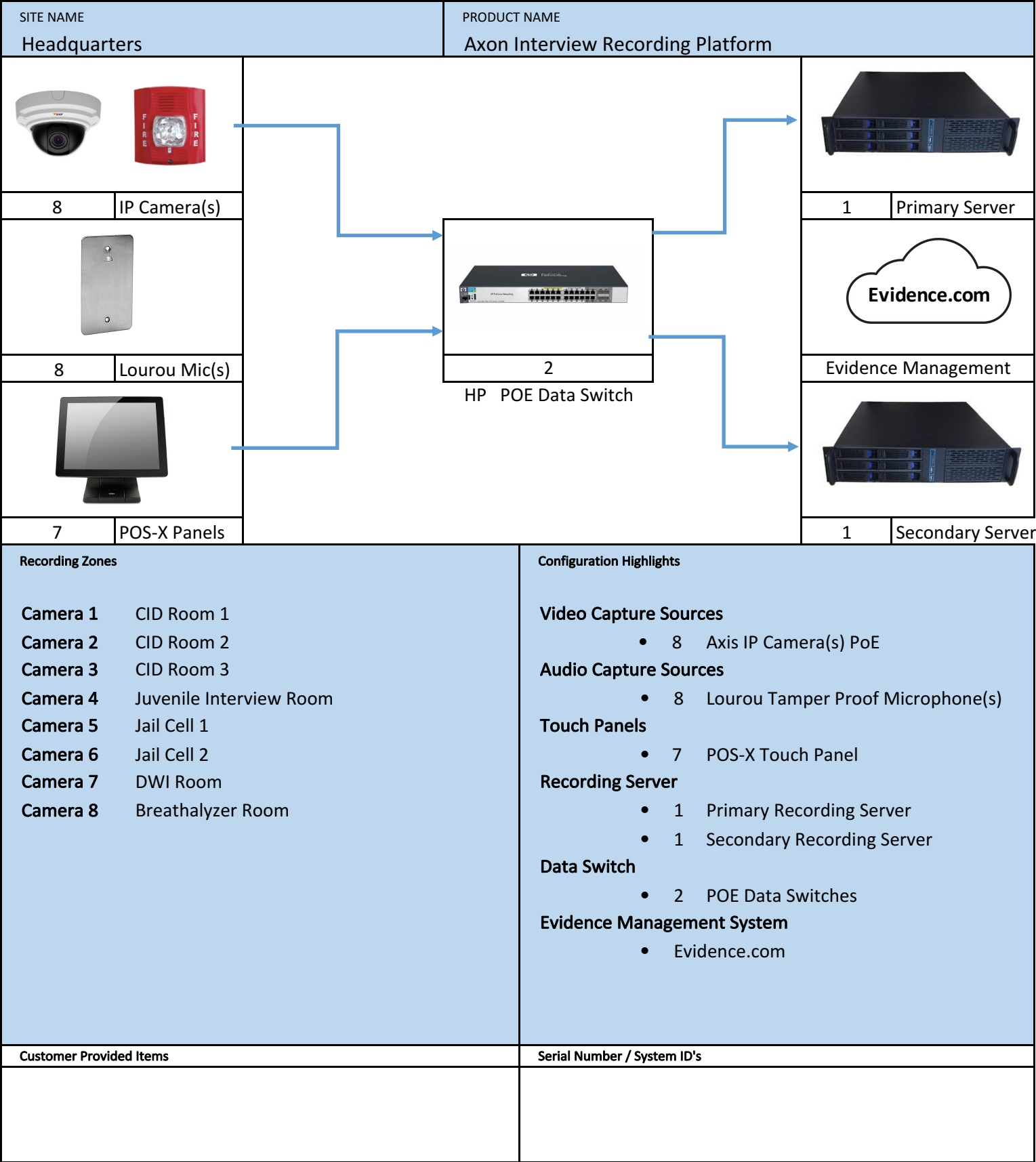
Quote Number: **Q-85653-11**



Sold By:	Manoj Mohan
Designed By:	Salvatore DeMauro
Installed By:	TBD

11/9/16

SITE OVERVIEW



SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Interview recording system

Cabling Considerations

Cabling Runs	23	Cat5 cable runs are required for this installation
	11	110v power outlets are required for this installation
Cabling Requirements	All Devices: Each Axis IP cameras will require (1) Category 5e cable. This cable run should be connected to the customer's primary data network. Each POS-X touch panel system will each require (1) Category 5e cable. This cable run should be connected to the customer's primary data network Each POS-X touch panel will require (1) 110v power outlet. Each recording server will require (2) 110v power outlets Recording Servers: Primary Recording Server requires (1) dedicated category 5e cable Secondary Recording Server requires (1) dedicated category 5e cable Data Switch: The switch at this location requires (1) category 5e cable. This cable run should be connected to the customer's primary data network core. Type: POE Data Switches	
Redundancy	This design does not include cable redundancy	
Customer Provided Items	Customer to provide all cabling runs	
TASER Provided Items	N/A	

Network Considerations

Network Requirements	Each Axis IP Camera will be connected to a PoE data switch that provides the device with power over ethernet		
	The data switch must be provided with an IPv4 address and uplinked to the customer's primary data network core		
	Each Recording Server must be given a static, IPv4 network address that is routable across the network		
	Each IP Camera must be given a static, IPv4 network address that is routable across the network		
	Each POS-X touch panel must be given a static, IPv4 network address that is routable across the network		
Network Addressing	Network Device	Static IPs Required	Total IPs
	IP Cameras	8	19
	Touch Panels	7	
	Recording Servers	2	
	Data Switch	2	
Customer Provided Items	Customer will provide the: POE Data Switches		

Network Considerations Cont'd

Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: Subnet Mask Gateway IP DNS/WINS IP Time Server IP Customer IT staff will configure the provided POE switch with proper network configuration
--------------------------------	--

Video Capture Device

CID Room 1	
Video Capture Source	Axis F41 Pinhole IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

CID Room 2	
Video Capture Source	Axis F41 Pinhole IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

CID Room 3	
Video Capture Source	Axis F41 Pinhole IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

Juvenile Interview Room	
Video Capture Source	Axis F41 Pinhole IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

Jail Cell 1	
Video Capture Source	Axis F41 Pinhole IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

Jail Cell 2	
Video Capture Source	Axis F41 Pinhole IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

DWI Room	
Video Capture Source	Axis 3364-V Dome IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Video Capture Device

Breathalyzer Room	
Video Capture Source	Axis 3364-V Dome IP Camera
Deployment Method	This camera will be covertly installed in the environment
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
TASER Provided Items	TASER will provide the camera for this zone

Audio Capture Device

Audio Capture Source	8	Lourou Tamper Proof Microphone(s)	will capture audio
Deployment Method	Each microphone will be overtly installed and connected to (1) IP camera in each zone		
Recording Activation	Recording will be activated in unison with the connected IP camera		
Customer Provided Items	N/A		
TASER Provided Items	TASER will provide all microphones		

Recording Servers

Recorder Count	2	recording server(s) will reside at this location
Server Model	Primary Recording Server and Secondary Recording Server	
Server Software	Microsoft Server 2012 R2 X64	
Redundancy	This system includes recording redundancy	
Customer Provided Items	N/A	
TASER Provided Items	TASER Will provide all recording servers	

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number)
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields
TASER Provided Items	TASER to facilitate the creation of metadata fields

EVIDENCE.COM CONFIGURATION DETAILS

The following sections detail the configuration of Evidence.com. This section pertains to all recording sites in the

Application Package

Evidence Management System	Evidence.com
Agency URL	TBD
Evidence Sync	Yes
Keys	TBD
Package Description	TBD
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting
Customer Provided Items	N/A
TASER Provided Items	TASER will provide all items in this category

Training

Application Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview Evidence.com functionality
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- 1 **Term.** The term of this SOW commences on the Effective Date.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [EVIDENCE.com](#) services to interact with the Agency's RMS/CAD so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the [EVIDENCE.com](#) services based on data already maintained in the Agency's RMS/CAD. TASER will make its Partner APIs available to Dallas County DA which can be used to integrate [Evidence.com](#) metadata into third Party case management systems. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote #Q-85653-11.
- 4 **Delivery of Integration Services.**
- 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the [EVIDENCE.com](#) services at no additional charge as long as the Agency maintains [EVIDENCE.com](#) subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS/CAD. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
- 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.
- 4.3 **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.
- 4.4 **Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.
- 6 **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:

6.1 Making available its relevant systems, including its current RMS/CAD, for assessment by TASER (including making these systems available to TASER via remote access if possible);

6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;

6.3 Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;

6.5 Promptly installing and implementing any and all software updates provided by TASER;

6.6 Ensuring that all appropriate data backups are performed;

6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;

6.8 Providing TASER with remote access to the Agency's [Evidence.com](https://evidence.com) account when required for TASER to perform the Integration Services;

6.9 Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS/CAD solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 **Definitions.**

"Confidential Information" means any and all technical, legal, network, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, personal individual information, and lists compilations). Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this SOW will be construed as granting the receiving party any right of use, title, or interest in the disclosing party's Confidential Information.

"Integration Services" means the professional services provided by us pursuant to this SOW.

"Product User Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Integration Services provided under this SOW, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Integration Services provided under this SOW.



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 1. c.

Meeting Date: December 13, 2016

Item Title: Consider Assistance Request for Nonprofit Special Event NAACP Martin Luther King Jr. Parade

Submitted By: Jermel Stevenson, Managing Director

Council Goal: Fully Informed and Engaged Citizenry
Consistent Delivery of Reliable City Services
Embrace Diversity

ISSUE

The Garland NAACP has requested the City Council to consider waiving expenditures for city services required for their events celebrating Martin Luther King Jr. Day on Saturday, January 14 and Sunday, January 15, 2017. The City Council Policy on Special Event Policies and Guidelines (OPNS-29) states that requests from nonprofit organizations for donated services in excess of \$5,000 be brought to the City Council for consideration.

OPTIONS

The City Council may: 1) approve the proposed recommendations for special events assistance, 2) deny or revise proposed funding levels, or 3) return the item to staff for further review and recommendations.

RECOMMENDATION

Staff recommends the City Council approve assistance for the annual Martin Luther King, Jr. Parade & March and the MLK Youth Extravaganza by waiving fees and charges for City services in the amount of \$8,200.

City departmental fees to be waived include:

Police	\$6,500	traffic control and security
Transportation	\$500	installation and removal of barricades
Environmental Waste	\$400	installation and removal of waste containers
Cultural Arts Facilities	\$800	Brownlee Auditorium rental fee

BACKGROUND

This annual parade event spotlights the unity among Garland's diverse communities. The parade will begin at 10 a.m. on Saturday, January 14 at the intersection of Dairy Road and Garden Drive. It will travel north on Dairy Road to Highway 66, then along First Street, Avenue B, Fifth Street, and Austin Street, ending at the Granville Arts Center for a commemorative program that is free and open to the public.

The MLK Youth Extravaganza (showcasing dance, step routines and military style drills) takes place at the Granville Arts Center the following Sunday afternoon and is also free and open to the public.

By assisting various nonprofit organizations through the donation of City services for nonprofit special events, the City promotes and celebrates the diversity and vitality of the community. From parades and festivals to various multicultural events, the City of Garland is showcased through the efforts of these nonprofit organizations.

CONSIDERATION

The 2016-17 annual operating budget has \$30,500 budgeted in the General Fund (non-departmental) to provide assistance in covering fees and charges for City services for special events held by nonprofit organizations. The proposed assistance is within the budgeted amount.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

Work Session Item 2. a.

Meeting Date: December 13, 2016

Item Title: Transportation Update

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

Monthly Transportation Update regarding the status of major transportation initiatives presented by Transportation staff.

Recommendation/Action Requested and Justification

Information only.

Attachments

Transportation Update December 2016

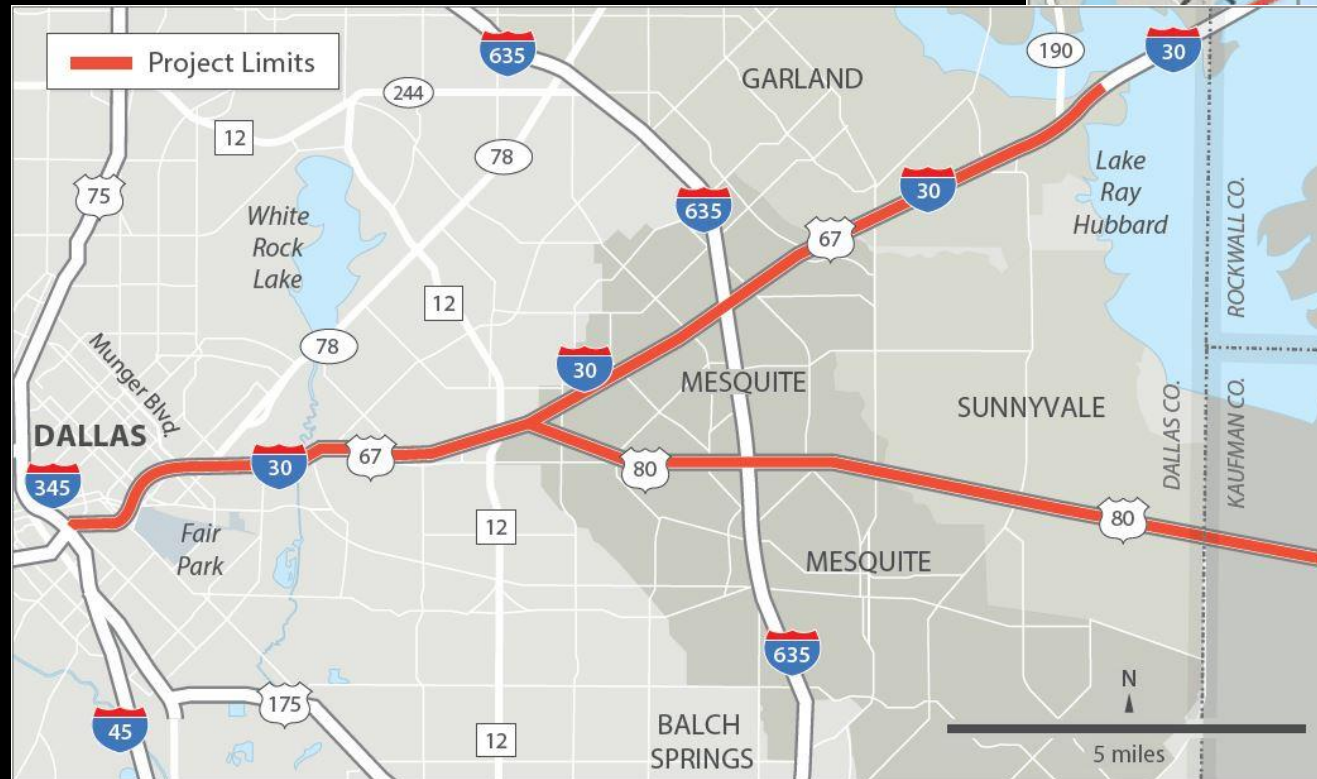
Transportation Update

December 13, 2016

Transportation Update

- ◇ IH 30
- ◇ IH 635 East
- ◇ Texas 85th Legislative Session

IH 30



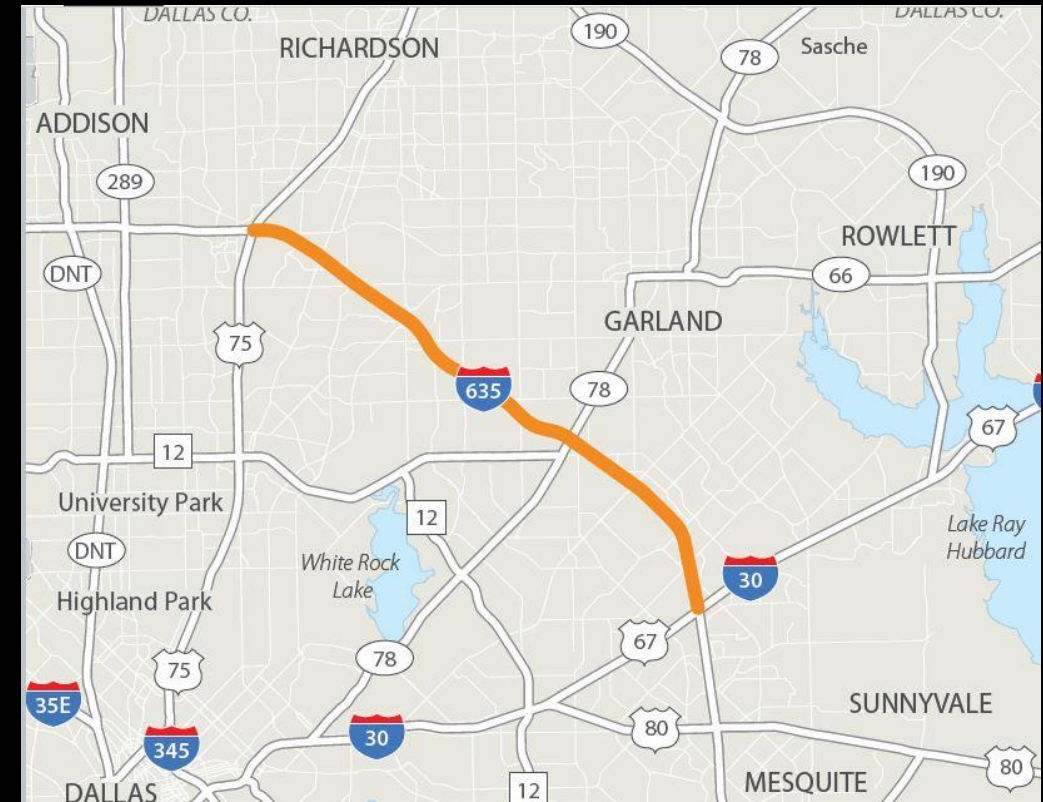
IH 635 East – Current Project

- ◆ Current Projects
 - ◆ Sound Wall



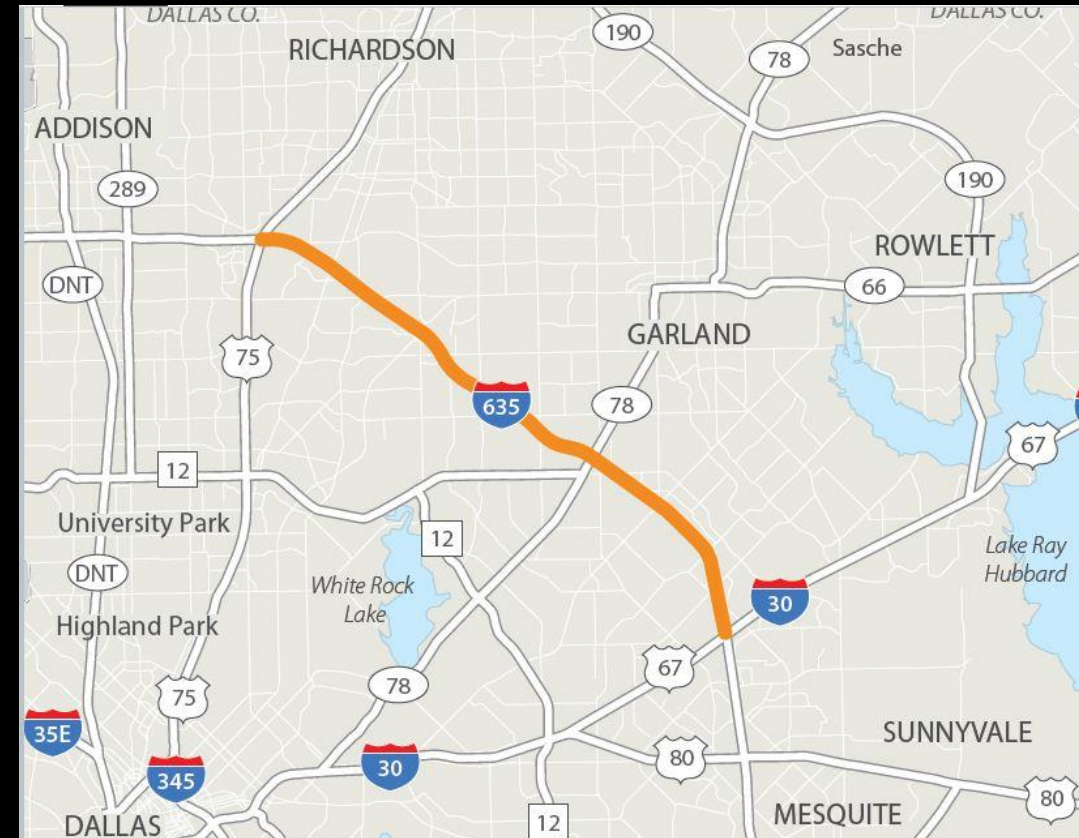
IH 635 East – Engineering

- ◆ Ultimate Project
 - ◆ Still Number 1
 - ◆ TxDOT Activity
 - ◆ Construction Plans
 - ◆ Traffic and Revenue study
 - ◆ Public Hearing
 - ◆ Environmental
 - ◆ Construction 2018



IH 635 East – Funding

- ◆ Legislative Efforts
 - ◆ DRMC
 - ◆ RTC





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

Work Session Item 2. b.

Meeting Date: December 13, 2016

Item Title: LED Street Light Conversion Project Update

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

Staff will update Council on the GP&L LED Street Light Conversion Project. This will include an updated timeline for the remainder of the project, a recap of resolved issues, and resolutions for current issues moving forward. In addition, a brief presentation of the ROAM system will be given.

Recommendation/Action Requested and Justification

Information only.



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 3. a.

Meeting Date: December 13, 2016

Item Title: Consider Resolution Supporting Nomination of Downtown to the National Register of Historic Places

Submitted By: Becky King, Managing Director

Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

City Council will receive a written briefing on details of the nomination of the Downtown Garland commercial district for acceptance on the National Register of Historic Places and the upcoming public information meeting to be conducted by the Texas Historical Commission in Garland on December 14 at 5:30 p.m. in the Goldie Locke Room at the Charles E. Duckworth Utility Services Building. Council will be asked to consider its role in officially supporting or opposing the nomination.

OPTIONS

1. Pass a resolution in support or opposition of the nomination.
2. Submit a notarized letter of support or opposition to the Texas Historical Commission regarding the nomination.
3. Members of the Council attend/speak at the Texas Historical Commission public information meeting on Wednesday, December 14.
4. A combination of 1, 2, and/or 3 above.
5. Take no role in the process.

RECOMMENDATION

Staff recommends Option No.4, including attendance at the public information meeting on December 14 to hear public input, followed by formal consideration of a resolution at the January 3, 2017 Regular Session that will be submitted to THC along with a notarized letter.

BACKGROUND

In Fall 2015, the City engaged Quimby McCoy Preservation Architecture to update their 2009 Historic Resource Study of Downtown Garland with expanded boundaries. The 2015 area of study extended the study to the original city limits established when the City of Garland was incorporated in 1891, with an additional extension westward along Main Street -- a street once known as the Bankhead Highway. The contract with Quimby McCoy included an evaluation of the Downtown commercial district's eligibility for listing in the National Register of Historic Places, as well as facilitation of focus groups, advisory committees, and other public meetings

to assess the public interest in applying for this honorary designation.

Following focus group meetings with several Downtown property owners, the possibility of application to the National Park Service for a National Register listing was taken to the Garland Downtown Business Association (GDBA) Board, which unanimously supported application and held a special meeting to update their full membership on the subject in February 2016. City Council was also updated in February and May about the application process and its status. A Historic Downtown Advisory Committee comprised of seven Downtown property and business owners, as well as representatives from the Garland Landmark Society and Preservation Garland, was formed to guide the nomination process. Mayor Douglas Athas and District 2 Councilwoman Anita Goebel were also members of the advisory committee.

Since that time, Quimby McCoy has worked with the Garland Landmark Society and other local historians to document the history of the buildings and to identify the appropriate boundaries for the proposed National Historic District. Following feedback from the Texas Historical Commission (THC), the advisory committee adjusted the proposed boundaries, which are approximately: bounded by State Street (or its alley where applicable) on the north, by the Santa Fe Rail line and half a block fronting N. Fourth Street on the east, by W. Avenue A on the south, and by Glenbrook Drive on the west. (Refer to Attachment (A) for a map of the proposed boundaries, as well as identification of the buildings believed to be of Contributing Status to a historic district application). Properties identified as Contributing are believed to have sufficient historic integrity to be considered historic and to contribute to the justification for the formation and approval of a historic district.

A formal application to the THC was submitted by Quimby McCoy on May 24, 2016 for a Determination of Eligibility. The THC accepted the proposed application as eligible. A draft nomination was submitted to THC on October 5, 2016, with final revisions and comments incorporated and submitted to THC on December 1, 2016. (Refer to Attachment (B) for a copy of the application).

CONSIDERATION

The THC will conduct a public information meeting on the proposed Downtown Garland National Historic District on December 14 at 5:30 p.m. in the Goldie Locke Room of the Charles E. Duckworth Building. Council is requested to consider the role they would like to play in supporting or opposing this nomination. The following information is submitted for your consideration in identifying Council's desired role. (Refer to Attachment (C) for a copy of the legal notice to be published in the Dallas Morning News.)

Purpose of the National Register

The National Register was developed to recognize places of historical significance. In Garland's case, the Downtown commercial district is being nominated on the basis of local significance as the seat of Garland's formation and growth from the late 1800s through the mid-1960s.

In the words of the THC, "The National Register designation imposes no restrictions on property owners. Those receiving grant assistance or federal tax credits for rehabilitation projects, however, must adhere to certain standards. With a National Register designation, the property

receives extra consideration before any federal projects, such as highway construction, are undertaken."

Potential Benefits of the National Register

There are many benefits to obtaining a listing on the National Register of Historic Places, ranging from realizing economic benefit to supporting community pride. Many of these benefits represent opportunities that any community might realize; some of these benefits are uniquely important to Garland and the effort we have recently initiated to enhance our image and competitiveness in the Dallas / Fort Worth area.

The following list of benefits are among those any Texas community or property owner might expect from a listing on the National Register:

- The right to use the official designation "National Register Historic District" and to promote Downtown as a place that's recognized nationally as a place of historic significance;
- The right to erect National Register signs and markers to promote Downtown and to enhance Downtown's unique sense of place;
- Increased visibility of Downtown by authorizing it to be listed on the National Register of Historic Places database, the Texas Historic Commission Atlas, and other databases/websites of historic places, which are commonly used by heritage tourists looking for a place to visit (more than 10% of travel in Texas is heritage related);
- Eligibility for property owners of qualifying buildings in the Downtown district to apply for the Federal Investment Tax Credit of 20% of certified rehabilitation costs;
- Eligibility for qualifying property owners in the Downtown district to apply for the Texas Franchise Tax Credit of 25% of rehabilitation costs; and
- Increased opportunities for grants related to historic preservation (although these tend to be small in number and dollar amount).

In addition to the above-mentioned benefits, the National Register is of particular value to Garland at this point in time as we seek to promote Garland destinations and positive community messaging about Garland's assets and community culture. At recent focus group meetings performed by image consultants Development Counsellors International (DCI), Downtown Garland emerged as a place to have an "authentic experience." Furthermore, many residents were unaware of the recent developments in Downtown prior to coming Downtown to attend the focus group meeting; many expressed support for additional investment in and promotion of this unique Garland asset. In addition, some residents expressed the need to "increase civic pride in our community."

A National Register listing can support each of these findings and strategies by helping to raise awareness of Downtown, support a message of "authenticity", and to support efforts to increase civic pride by acknowledging that (1) "Downtown is something to brag about," and (2) we are proud to be from Garland and therefore wish to honor Downtown's role in forming our community. As the National Park Service notes, "Listing [on the National Register] honors a property by recognizing its importance to its community, State, or the Nation."

Other Information and Considerations

In addition to the potential benefits listed above, additional information and considerations are outlined below:

The National Register does not:

- Restrict in any way a private property owner's ability to alter, manage or dispose of a property.
- Require that properties be maintained, repaired or restored.
- Allow the listing of historic districts over a majority of property owners' objection.
- Require public access to private property.

-- Source: [National Historic Register](#)

Conditions Associated with State or Federal Tax Incentive Programs for Private Property Owners

It is important to note that a property owner who chooses to apply for and accept tax credits or federal preservation grants *would be required* to adhere to the Department of the Interior Standards for Historic Preservation, among other conditions. Application to receive preservation tax credits is optional, and is an individual decision that each property owner should consider after seeking advice from qualified tax, legal and/or construction professionals, as the cost-benefit varies on a case-by-case basis. Furthermore, not all properties located within a National Register Historic District will be eligible for the tax incentives; only those determined to be of Contributing Status are eligible. (Refer to the map in Attachment (A) for identification of Contributing properties.)

Impact on Federal Undertakings

A federal undertaking is "a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency...." Currently, even without the presence of a historic district, when a federal undertaking exists, federal agencies or their designees must conduct an environmental review, including a Section 106 review. A Section 106 review requires agencies to determine if the proposed undertaking will have an adverse effect on historic properties. *For the purpose of Section 106 reviews, a historic property is identified as any property that is listed or that is eligible for listing on the National Register of Historic Places.* Generally speaking, any property of fifty (50) years of age or older (or properties of any age with particular historic significance), are evaluated to determine if they have retained historic integrity and are eligible to be listed on the National Register. If it is determined that a federal undertaking could adversely affect a historic property, the THC may require mitigation actions and development of a Memo of Agreement to guide the undertaking.

The impact of creating a National Register Historic District on the Section 106 process would potentially be:

- increased awareness of the existence of historic properties;
- consideration for impact on the district as a whole (not just an individual property); and
- faster turn-around time for the THC review, as the properties have already been evaluated and documented as eligible for listing on the National Register.

Whether there is a National Register district or not, properties will be evaluated for eligibility as part of the Section 106 process.

As the THC notes, a Section 106 review "requires that federal agencies take historic properties into consideration, but it does not necessarily dictate a preservation-oriented outcome. After considering the views of consulting parties through the Section 106 process, the federal agency is ultimately responsible for determining whether to proceed with a given project."

Antiquities Code of Texas and Historic Districts

Currently, even without a historic district, under the Antiquities Code of Texas, state agencies and political sub-divisions (including cities) are required to notify the THC before significant ground-disturbing activity on public lands. Within 30 days of notification, the THC may respond with *non-binding comments that do not limit the city's actions or methods* (unless an antiquities permit is warranted for archeological study prior to construction).

The creation of any historic district (local or national) will also trigger the notification process for construction work that occurs with public funds/ on public land within that district. The THC's comments remain non-binding and educational in nature in historic districts; they do not limit the city's actions or construction methods.

Next Steps in the Application Process

Following the public information meeting hosted by the THC on December 14, the THC will consider public feedback and make a determination on whether to advance the application to the State Board of Review. In a public meeting, The State Board of Review reviews applications received and considers whether to recommend the nomination for advancement to the Keeper of the National Register for final review and approval. The next State Board of Review is scheduled for January 21, 2017 in Houston, Texas.

Council Action

Council is asked to consider its role in officially supporting or opposing the nomination of a Downtown Garland commercial district for listing on the National Register of Historic Places. Council is asked to consider the five (5) options identified above. If Council chooses to consider a resolution in support or opposition of the application, it will be scheduled on the January 3, 2017 Regular Meeting.

Attachments

Attachments

APPENDIX A

Map of Downtown historic district with building addresses

Garland Downtown Historic District, Garland, Dallas County, Texas



Map 3 - Enlarged map of Garland Downtown Historic District with current building addresses

APPENDIX B

City of Garland's application

**United States Department of the Interior
National Park Service****National Register of Historic Places Registration Form****1. Name of Property**

Historic Name: Garland Downtown Historic District

Other name/site number: N/A

Name of related multiple property listing: NA

2. LocationStreet & number: Roughly bounded by W. State St. on the north, Santa Fe Rail Line on the east, W.
Ave. A on the south and Glenbrook Dr. on the West.

City or town: Garland State: Texas County: Dallas

Not for publication: ☐ Vicinity: ☐**3. State/Federal Agency Certification**

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this
☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National
Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the
property ☒ meets ☐ does not meet the National Register criteria.

I recommend that this property be considered significant at the following levels of significance:

☐ national ☐ statewide ☒ localApplicable National Register Criteria: ☒ A ☐ B ☐ C ☐ D_____
Signature of certifying official / Title State Historic Preservation Officer_____
Date

Texas Historical Commission

State or Federal agency / bureau or Tribal Government

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria._____
Signature of commenting or other official_____
Date_____
State or Federal agency / bureau or Tribal Government**4. National Park Service Certification**

I hereby certify that the property is:

____ entered in the National Register

____ determined eligible for the National Register

____ determined not eligible for the National Register.

____ removed from the National Register

____ other, explain: _____

Signature of the Keeper_____
Date of Action

Garland Downtown Historic District, Garland, Dallas County, Texas

5. Classification

Ownership of Property: Private; Public-Local

Category of Property: District

Number of Resources within Property

Contributing	Noncontributing	
41	11	buildings
0	1	sites
0	0	structures
0	0	objects
41	12	total

Number of contributing resources previously listed in the National Register:

6. Function or Use

Historic Functions: COMMERCE/TRADE: specialty store, department store, professional, restaurant, financial institution
SOCIAL: meeting hall
GOVERNMENT: fire station
FUNERARY: mortuary
RECREATION & CULTURE: theater
INDUSTRY/PROCESSING/EXTRATION: energy facility
TRANSPORTATION: road related

Current Functions: COMMERCE/TRADE: specialty store, professional, restaurant
RELIGION: religious facility
DOMESTIC: multiple dwelling
SOCIAL: clubhouse
RECREATION & CULTURE: theater
TRANSPORTATION: road related

7. Description

Architectural Classification: LATE VICTORIAN/Romanesque Revival; LATE 19TH AND 20TH CENTURY REVIVALS/Classical Revival, Spanish Colonial Revival; LATE 19TH AND 20TH CENTURY AMERICAN MOVEMENTS/ Commercial Style; MODERN MOVEMENT/Art Deco, Moderne, International Style

Principal Exterior Materials: Brick, Stucco, Metal, Terra Cotta

Narrative Description (see sheets 6-20)

Garland Downtown Historic District, Garland, Dallas County, Texas

8. Statement of Significance

Applicable National Register Criteria: A and C

Criteria Considerations: N/A

Areas of Significance: Community Planning & Development; Architecture

Period of Significance: 1897-1967

Significant Dates: 1899, c. 1930, 1945, 1951

Significant Person (only if criterion b is marked): NA

Cultural Affiliation (only if criterion d is marked): NA

Architect/Builder: C.M. Brown, Harold Manzer, H.B. Gieb

Narrative Statement of Significance (see sheets 21 - 30)

9. Major Bibliographic References

Bibliography (see sheet 31)

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested.
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey #
- ☐ recorded by Historic American Engineering Record #

Primary location of additional data:

- ☒ State historic preservation office (*Texas Historical Commission, Austin*)
- ☐ Other state agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other -- Specify Repository:

Historic Resources Survey Number (if assigned): NA

10. Geographical Data

Acreage of Property: Approximately 24 acres.

Coordinates: Latitude/Longitude Coordinates

Datum if other than WGS84: NA

Garland Downtown Historic District, Garland, Dallas County, Texas

1. Latitude: 32.913365°	Longitude: -96.640211°
2. Latitude: 32.913358°	Longitude: -96.639003°
3. Latitude: 32.913796°	Longitude: -96.639000°
4. Latitude: 32.913782°	Longitude: -96.637782°
5. Latitude: 32.913867°	Longitude: -96.637777°
6. Latitude: 32.913853°	Longitude: -96.636554°
7. Latitude: 32.913339°	Longitude: -96.636565°
8. Latitude: 32.913326°	Longitude: -96.635107°
9. Latitude: 32.912640°	Longitude: -96.635593°
10. Latitude: 32.912641°	Longitude: -96.634995°
11. Latitude: 32.911740°	Longitude: -96.635040°
12. Latitude: 32.911786°	Longitude: -96.640236°

Verbal Boundary Description:

Beginning at a point on the intersection of W. State St. and N. Glenbrook Dr. proceed east along W. State St. to the intersection of W. State St. and N. 7th St., thence, proceed north along N. 7th St. to the northwest corner of the property boundary associated with 617 W. State St., thence, east to a point on N. 5th St., thence, proceed south along N. 5th St. to the intersection of W. State St. and N. 5th St., thence, proceed east along W. State St. to the intersection of W. State St. and Santa Fe Rail Line, thence, proceed south-east along Santa Fe Rail Line to the intersection of Main St. and Santa Fe Rail Line, thence, east to the northeast corner of the property boundary associated with 316 Main St., thence, proceed south to W. Avenue A, thence, proceed west along W. Avenue A to intersection of W. Avenue A and S. Glenbrook Dr., thence, proceed north to the place of beginning.

Boundary Justification:

The boundaries of the Garland Downtown Historic District were selected to include the largest concentration of intact historic buildings depicting Garland's commercial history and development. The boundary lines were drawn to exclude blocks of noncontributing resources, both historic and nonhistoric, and vacant lots.

11. Form Prepared By

Name/title: Nancy McCoy, FAIA, FAPT with Justin Curtsinger, AIA
Organization: Quimby McCoy Preservation Architecture, LLP
Street & number: 3200 Main Street, #3.6
City or Town: Dallas State: Texas Zip Code: 75226
Email: nancy@quimbymccoy.com
Telephone: 241/977/9118
Date: October 1, 2016

Additional Documentation

Maps (see sheets 32 - 35)

Additional items (N/A)

Photographs (see sheets 36 - 54)

Garland Downtown Historic District, Garland, Dallas County, Texas

Photographs

Garland Downtown Historic District
Garland, Dallas County, Texas

All photographs taken by Justin Curtsinger, AIA, 2016

Photo 1
S. 6th Street
Camera facing north

Photo 2
Main Street
Camera facing west

Photo 3
Main Street, street scene
Camera facing west

Photo 4
State Street
Camera facing east

Photo 5
N. 6th Street
Camera facing south

Photo 6
N. 6th Street, street scene
Camera facing south-west

Photo 7
Square
Camera facing north-east

Photo 8
Square
Camera facing north-east

Photo 9
Square
Camera facing south-west

Photo 10
203 N. 5th Street oblique
Camera facing north-west

Photo 11
509-513 W. State Street
Camera facing north

Photo 12
613 W. State Street
Camera facing north

Photo 13
613-627 Main Street oblique
Camera facing north-east

Photo 14
716 Main Street
Camera facing south

Photo 15
620 Main Street oblique
Camera facing south-west

Photo 16
C.M. Brown Building
Camera facing south

Photo 17
532 Main Street
Camera facing south

Photo 18
510 Main Street
Camera facing south

Photo 19
Roach Feed and Seed
Camera facing north

Photo 20
617 W. State Street
Camera facing north

Photo 21
Plaza Theatre
Camera facing north

Photo 22
115 and 113 N. 6th Street
Camera facing west

Photo 23
101 N. 6th Street
Camera facing west

Photo 24
116 S. 6th Street
Camera facing east

Photo 25
525 W. Avenue A oblique
Camera facing north-west

Photo 26
615 W. Avenue A
Camera facing north

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Garland Downtown Historic District, Garland, Dallas County, Texas

Section 7: Narrative Description

North-east of Dallas, the Garland Downtown Historic District is located at the geographic center of the city bounded on two sides by the two rail lines that helped establish it and with Main Street, historically known as the Bankhead Highway. Organized around a public square and on a grid, the ten-block district consists of one and two-story commercial buildings representing every period of development between 1897 and 1967. The bulk of the 53 buildings in the district were built prior to WWII. Many of the buildings have been altered indicative of the community's continued prosperity and desire to modernize, expand, and improve the early buildings throughout their history. More than a quarter of the district was constructed after 1945 and these buildings maintain the character of the district from the 1950s and early 1960s.

The district is composed primarily of one and two-part commercial block brick buildings that served a wide variety of uses through the years, including several automotive related structures such as car dealerships and filling stations built between the 1910s and the 1940s along the old Bankhead Highway, and the earliest municipal buildings. Several of the buildings in the district are associated with some of the founding families of Garland. The district possesses a high level of historic and architectural integrity and still functions as a commercial area with nearly all of the buildings occupied. Despite experiencing modifications before the 1960s, the district has endured few changes since then.

Located in the north-east quadrant of Dallas County, Garland borders the city of Dallas to the south and west, and with Richardson, Plano, Rowlett and Mesquite to the north and east. Garland has an estimated population of 236,897 people and is currently the 12th largest city in Texas¹. The city's development began in the district and has radiated outward from this center. To the west are the oldest residential neighborhoods, accessed from the spine of Main Street, which still retains many of the homes that once lined this street. To the east, across the Santa Fe railroad tracks, is another area of early residential development that includes an area of historically African American settlement. As Garland Road to the west developed into a north-south artery, development followed including Garland High School, as well as many businesses. The district is surrounded by later and some new development to the north resulting from the city's own investment in the area with the construction of the Granville Art Center and several city government buildings, including City Hall. A Dallas Area Rapid Transit station just blocks from the public square has encouraged recent multi-family development and Dallas County Community College has a facility near the station.

The boundaries of the district are defined by the Santa Fe rail line, running north-south, and the MKT rail line running east-west through the district with some streets crossing the lines. The north boundary is the middle of the block facing the square on W. State Street, the east boundary is S. 5th Street, the rail line and half a block fronting N. 4th Street which create a jagged edge to incorporate important buildings like Roach Feed and Seed, the boundary to the south is W. Avenue A and to the west is S. Glenbrook Drive. Along the edges of this boundary is newer public-private mixed use development. This includes buildings such as City Hall, a senior center, and several large churches that are located between the downtown and the adjacent historic neighborhoods, including the Travis College Hill Addition National Register

¹ "Demographics," City of Garland, accessed November 9, 2016, <http://www.ci.garland.tx.us/gov/lq/pcd/facts/demographics.asp>

Garland Downtown Historic District, Garland, Dallas County, Texas

Historic District.² The public square, which is square in shape, is located roughly in the middle of the district.

The downtown commercial district that remains today was developed just after the city's incorporation in 1891. Three primary periods of growth are reflected in the city's historic downtown: the early development associated with the rebuilding after the fire of 1899, the pre-war development, and the Post-WWII development. After the burst of activity during the late 1940s and 1950s, development in the district slowed considerably due to the relocation of commercial activity to other parts of Garland. In 1951, Interstate 30 was officially dedicated and the new route pulled traffic and development away from downtown. Thus, the district is an intact example of a commercial downtown that flourished and evolved between 1897 and 1967.

Most of the current density in downtown Garland had been reached by 1958 as evidenced in an aerial photograph from that year. The two most predominate building forms are one and two-part commercial block buildings. Despite the differences in style, the buildings in the district contribute to a cohesive character and sense of place. In general, the masonry buildings are similar in scale and typically have flat roofs. They have a common setback from the street that lends to the uniformity of the streetscapes. The blocks have elevated sidewalks with concrete curbs and angled parking spaces along the front of the buildings. The streets have very little vegetation or trees with the exception of the town square which is ringed with trees and elevated landscape beds.

Because Garland's downtown was prosperous through the 1950s, alterations occurred to accommodate continued use through the early 1960's. While many of the buildings are the original early 1900s and 1910s structures, only a handful of these buildings have avoided significant alterations, typically resulting from a need to renovate after an expansion of the business, a change in business use that prompted a new façade, improvements that resulted from the general prosperity of the district and as a means of competing with newer and more modern shopping facilities that were being developed in the 1950s further away from downtown. Alterations include the removal of most of the Romanesque Revival corbelled brick and fanciful parapet walls that gave the original buildings in the district a distinctive character. The alterations typically resulted in simpler parapet lines, stucco over the brick in some instances, painted brick, various types of canopies and clear anodized and later dark anodized aluminum storefront materials as a replacement for the earlier wood ones. The buildings constructed after WWII experienced the least amount of change.

The public square itself, a non-contributing feature, has gone through several significant alterations ending with the current configuration, a 2016 modification of a sunken water feature park that was completed in 1979. On three sides of the square is head-in parking that was integrated into the 1979 design. The square was originally created after the fire of 1899 as an open dirt area meant for gathering of people, livestock and horse and buggies, complete with water coming from a source below the square. The late City Beautiful era brought a large fountain to the center of the square and a WWI memorial that shared the space with cars. During the 1950s the square was redesigned as a parking lot reflecting the importance of parking to the retail and office uses.

² Travis College Hill Addition National Register Historic District, Texas Historical Commission Atlas, accessed on October 4, 2016

Garland Downtown Historic District, Garland, Dallas County, Texas

Representative examples

Early Development: 1897 - 1916

The three earliest buildings in the district to survive the 1899 fire were constructed in 1897 and consist of a portion of 101 N. 6th Street, 113 and 115 N. 6th Street. The latter two buildings are two-part commercial block buildings of the Romanesque Revival style. The building at 101 N. 6th (originally two buildings) was renovated in 1924 for the State National Bank and later altered as part of a significant expansion into the adjacent buildings on N. 6th and on Main Street. This building retains integrity for the 1954 alterations. 113 and 115 N. 6th retain most of their original appearance, although the elaborate brick corbelling is gone and windows have been replaced on the side façade of 115. The storefronts of these two buildings still retain their cast iron, wood transom windows, storefront configuration and the canopy for 113 was reproduced to match its original appearance. A decorative panel on each façade describes their original uses as the Odd Fellows and Mason's Buildings.

Pre-War Development: 1916 - 1945

The Pre-WWII construction comprises the vast majority of the district and includes consistent examples of one and two-part commercial block buildings with alterations that replaced the decorative brick work of their original Romanesque Revival parapet walls. 510 Main is representative of the appearance of these early buildings. Although the corbelled brick on the parapet is gone and the brick is painted, the wood transom windows and compatible wood storefront design with a flat canopy evoke the earliest period of development within the district. Buildings built in the 1900s and 1910s that have undergone several alterations over their more than 100 year life include 524 Main, a two-part commercial block building constructed in 1911 in the Romanesque Revival style. While the brick walls remain, the parapet is simple, the windows have been covered with sun screens to hide a third floor that was added on the interior in 1952, and the storefront has changed.

However, not all of the buildings in the district were altered significantly. A building consisting of two one-part commercial blocks and one two-part commercial block constructed in 1917 at 606-614 Main Street retain their original parapet walls and Bungalow/Craftsman style influenced details, despite changes at the storefront that reflect various periods of development. On the same block and constructed in 1920 is 620 Main, built to replace an earlier service station with a more modern one known as Morrison's Garage. It was altered in 1945 to create a car showroom by enclosing service bays with glass and creating a large showroom out of the interior without loss of its character-defining features.

Some of the pre-war buildings in the district were modified during the period of significance to facilitate the growth of local businesses. An example of this is 532 Main, known locally as the "Williams Building" at the corner of Main and 6th Streets. M. D. Williams was the first Mayor of Garland and the family's funeral business remains in operation. Built in 1906, this two-bay building originally had some of the most elaborate corbelling and decorative brickwork in the district. When the business needed to expand, it moved into an adjacent 1911 era building and the facade was later modified and incorporated into 532 Main Street. When the business expanded again, it moved two blocks to the west to 716 Main Street where the business became the Williams Funeral Home in a Spanish Colonial Revival style edifice built in 1931. The Williams family also renovated the original building located at 532 Main in the same Spanish Colonial Revival style.

Garland Downtown Historic District, Garland, Dallas County, Texas

Some buildings in the district have changed very little over the years, exemplified by the 1933 Roach Feed and Seed Building at 409 Main Street, utilizing an older railroad structure that was later known as the "Onion Shed," and later incorporating a Quonset Hut on site. Roach Feed and Seed is an example of a business that has operated at the same location and under the same ownership (until 2016) since the construction of the building.

The early 1940s brought the building located at 521 W. State, the Plaza Theatre, built in 1941 and extensively renovated in 1950 in Moderne style by renown theater architect Jack Corgan, which has since retained that appearance.

Post-WWII Development: 1945 - 1967

Downtown Garland experienced a construction boom in the 1940s. Not unlike other cities, Garland's newspaper reported on the flurry of new construction in the latter part of the 1940s. Several one-part commercial block buildings were constructed at this time with a lack of stylistic reference, including 107 S. 6th Street and 601 W. Avenue A, built in 1946 and 1947, respectively. Other buildings were more reflective of the Modern Movement and architectural trends that included features such as fin walls, masonry screen walls, long canopies and expansive metal and glass storefronts, such as the International Style building at 500 Main, built in 1946, and the Moderne style building at 116 W. Avenue A, built in 1949. Some of these design features found their way onto earlier buildings as part of alterations during this period, such as the Roman brick used at 605 State.

The 1950s brought few new buildings. A large International Style appliance and furniture store was built on the north side of 717 Main, a service station, by the same owner is one example. Many of the buildings received additions to the rear of the building, maximizing the floor area that could be achieved in the downtown blocks, like 605 W. State Street.³ Some alterations are more aptly described as simplifications involving the removal of earlier details. An example of this is 108 N. 6th Street, which was built as two buildings in 1906 and between 1907-1912 respectively, with a total of seven storefront bays, was renovated several times and by 1958 appeared as one continuous façade devoid of detail with only signage on its parapet walls and little else to distinguish it. Brick, storefronts and canopies were replaced and materials were painted to produce this monolithic appearance.

Non-contributing

By the 1960s, activity in the district had slowed and new construction ceased. In the 1970's in an effort to improve the downtown, the city, which has always maintained its offices in the area, invested in the redesign of the square. In 1979 a plaza featuring a sunken garden and water feature was completed. Designed by Oblinger & Smith of Wichita, Kansas, the plaza remains but with recent modifications that include removal of the large, central water feature. Coinciding with the opening of the plaza came a new continuous canopy (most likely replacing some historic canopies) in an effort to improve the appearance of the district. That canopy was removed from nearly all of the buildings around 2001 when the city made an unsuccessful attempt to become part of the Main Street program and determined that the awning was not consistent with the historic character of the buildings. An exception to the lack of building activity within the district is the extensive renovation of the two buildings at 625-627 Main and 612-624 W. State, built in 1947, which were completely redone with a sprayed-on stucco treatment in 1981. The 2010s brought the first significant investment in the district in many years when a developer reconstructed the

³ Williams, William J., *Some of My Life and Times* (Torino: Kim Williams Books, 2016), 44-45

Garland Downtown Historic District, Garland, Dallas County, Texas

building at 107 N. 6th Street to reflect its c. 1901 appearance. In 2016, a new three-story building was constructed on the square at 203 N. 5th Street – this is the only residential building in the district. Also that year, a renovation of 509 W. State Street was completed, making that building a non-contributing property. With this small but significant increase in activity in the past two years, and with new construction recently completed to the north and city government building improvements under way, the historic downtown is poised for redevelopment once again, after a rather long hiatus of fifty years.

Integrity

The period of significance is based upon the downtown's function as the primary commercial center for the city and its reflection of a growing and prosperous community through the 1950s and into the early 1960s. The district has high levels of integrity with respect to location, feeling and association and fair levels of integrity with respect to design, setting and materials. Workmanship is fair for post-war buildings, comprising approximately 41% of the Contributing properties in the district but workmanship is not a feature of many of the alterations made to earlier buildings and very little of the original workmanship remains. Overall, this leaves the district with a good level of integrity. There are 53 properties in the district, of which 41 (77 %) are contributing.

Resource List

Address	Date	Form	Contributing
Public Square	c. 1900	N/A	N
203 N 5th Street	2016	Multi-use	N
101 N 6th Street	1897	Two-Part Commercial	Y
107 N 6th Street	c. 1901	One-Part Commercial	N
111 N 6th Street	c. 1901	One-Part Commercial	Y
113 N 6th Street	1897	Two-Part Commercial	Y
115 N 6th Street	c. 1897	Two-Part Commercial	Y
108 N 6th Street	1906	One-Part Commercial	Y
107 S 6th Street	1946	One-Part Commercial	Y
116 S 6th Street	1949	Two-Part Commercial	Y
115 N 7th Street	1946	One-Part Commercial	Y
401 W Avenue A	1960s	Industrial	Y
525 W Avenue A	1923	Industrial	Y
601 W Avenue A	1947	One-Part Commercial	Y
615 W Avenue A	1949	One-Part Commercial	Y
623 W Avenue A	1950s	N/A	Y
316 Main Street	c. 1947	Two-Part Commercial	Y
409 (A) Main Street	1933	One-Part Commercial	Y
409 (B) Main Street	c. 1906	Industrial	Y
409 (C) Main Street	c. 1945	N/A	Y
500 Main Street	1946	Modern Movement	Y
506 Main Street	c. 1940	N/A	N

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510	Main Street	c. 1911	One-Part Commercial	Y
514	Main Street	c. 1911	One-Part Commercial	N
520	Main Street	1911	One-Part Commercial	Y
524	Main Street	1911	Two-Part Commercial	Y
528	Main Street	1911	One-Part Commercial	Y
532	Main Street	1906	One-Part Commercial	Y
600-604	Main Street	c. 1901	One-Part Commercial	Y
606-614	Main Street	1917	Two-Part Commercial	Y
613-627	Main Street	c. 1947	One-Part Commercial	N
618	Main Street	c. 1930	One-Part Commercial	N
620	Main Street	1924	One-Part Commercial	Y
700	Main Street	c. 1947	One-Part Commercial	N
701	Main Street	1928-1947	N/A	Y
702	Main Street	1928-1947	One-Part Commercial	Y
704	Main Street	1947	One-Part Commercial	Y
706	Main Street	1928-1947	One-Part Commercial	Y
708	Main Street	1928-1947	One-Part Commercial	Y
713	Main Street	c. 1945	One-Part Commercial	Y
716	Main Street	1931	N/A	Y
717 (A)	Main Street	c. 1928	N/A	Y
717 (B)	Main Street	c. 1967	Modern Movement	Y
505	W State Street	c. 1950	One-Part Commercial	Y
507	W State Street	c. 1918	One-Part Commercial	N
509-513	W State Street	c. 1900	One-Part Commercial	N
519	W State Street	c. 1921	One-Part Commercial	Y
521	W State Street	1941	One-Part Commercial	Y
605 (A)	W State Street	c. 1906	Two-Part Commercial	Y
605 (B)	W State Street	c. 1906	Two-Part Commercial	Y
612-624	W State Street	c. 1947	One-Part Commercial	N
613	W State Street	c. 1946	One-Part Commercial	N
617	W State Street	c. 1946	Modern Movement	Y

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Resource Descriptions

Public square

c. 1900 (1979 last major alteration)

Non-contributing

The public square is considered a non-contributing site as a result of extensive alterations that occurred in 1979, outside the period of significance. The square is terraced with brick and concrete platforms that step down to the lowest basin of what was a tiered fountain. Recent efforts have modified the 1979 design to create an open flat plaza. The low fountain basin was filled in with concrete to accommodate larger functions and the upper fountain basins were converted to planters.

203 N. 5th Street

2016

Non-contributing

Contemporary three story wood and concrete block building with stucco surfaces serving as housing on the upper floors with retail space at the ground level.

101 N. 6th Street

1897; 1901; c.1919 (1954: last major alteration)

Contributing

Classical Revival style, two-part commercial block brick building with eight bays and a central entrance accented with granite. The design includes a stone water table, brick walls, stone accents including keystones above each window and a tall fascia topped with a projecting cornice. This building is comprised of three earlier buildings, combined in a 1954 renovation for the State National Bank. The demising line between two of the buildings is visible due to a subtle difference in the brick color and the floor levels are not aligned on the interior. A drive-through banking window off the alley was added during this renovation.

107 N. 6th Street

c. 1901 (2010: last major alteration)

Non-contributing

Romanesque Revival, one-part commercial block featuring a wood storefront with transom windows, canopy, painted signs and corbelled brick built as a reconstruction of the original c. 1901 building on the site. The façade was reconstructed in 2010 and the party walls, rear wall, roof and an addition were retained.

111 N. 6th Street

c. 1901 (1951: last major alteration)

Contributing

One-part commercial block building with 1951 alterations to the façade that include stucco and replacement of the storefront. The metal awning was installed in 1979 when a continuous awning was added to all the buildings fronting the square; this building and 106 N. 6th Street are the only buildings that retain this awning as the remainder were removed in 2001. A 1946 Moderne style design for Cole and Davis remains on the rear alley wall of the building.

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113 N. 6th Street

1897

Contributing

Romanesque Revival style, two-part commercial block designed for the fraternal organization, the Odd Fellows. The brick façade has three bays of windows covered by opaque screens. The storefront is of cast iron, wood and glass, with wood transom windows and a restored canopy. Original corbelled brickwork and extended elements at the top of the parapet are gone but an original inset plaque depicting the building's purpose remains.

115 N. 6th Street

c. 1897

Contributing

Romanesque Revival style, two-part commercial block designed as a Masonic Lodge and matching the Odd Fellows Building next door. The brick façade has three bays of original wood windows; windows on the side façade fronting W. State Street have been replaced. The storefront is of cast iron, wood and glass, with wood transom windows and contemporary canvas awnings. Original corbelled brickwork and extended elements at the top of the parapet are gone but an original inset plaque depicting the building's purpose remains.

108 N. 6th Street (A & B)

1906; 1907-1912 (c. 1958: last major alteration)

Contributing

One-part commercial block brick building originally constructed as two buildings, altered over time into one unified façade and connected on the interior. The earlier building is a one-part commercial block building with four unequal bays of storefronts, additions at the rear and alterations to the façade completed by 1958 that replaced the face brick on pilasters, storefronts and removed original corbelled brickwork at the parapet. The second building is a one-part commercial block with three equal bays and the same alterations as the earlier building. Brick has been painted a uniform color and the 1979 metal awning that was once added to all the buildings fronting on the square is still in place here. Storefronts are aluminum and glass.

107 S. 6th Street

1946

Contributing

One-part commercial block brick building with one bay of original wood storefront windows and a central door. A simple rectangular area of recessed brick at the parapet is the only decoration. Metal canopy was added after the original construction.

116 S. 6th Street

1949

Contributing

Moderne style, two-part commercial block brick building built by the City of Garland for the Volunteer Fire Department. The façade has three truck bays and an asymmetrically placed entrance shielded by a fin wall and canopy element. Projecting brick creates horizontal bands that align with the muntins of the steel windows, which are grouped as two sets of four windows and united by a stone band at the sill level.

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115 N 7th Street

1946

Contributing

One-part commercial block building with entries from Main and State Streets, this automotive industry facility was built for Daniel & Yarborough Pontiac. This painted concrete block building has a single bay storefront and two service bays along Main Street and a larger single story with tall industrial steel windows and a large central service bay fronting State Street. The façade on State Street has a dramatic stepped parapet hiding the gable and sloped roof behind it.

401 W. Avenue A

1960s

Contributing

One-story industrial rectangular brick building with a low pitched gable roof, built for the Kansas City Southern Railway, located adjacent to the Santa Fe Rail Line.

525 W. Avenue A

1923

Contributing

One and two story brick industrial complex of connected buildings built by the City of Garland. The complex was begun in 1923 with additions to accommodate expansion through 1958. A stucco covered masonry jail was built adjacent to the building in c. 1937. The building features common red brick, industrial steel windows and doors and little or no decoration. The parapet that hides the gable of the pitched roof section features extended brick elements that are a subtle reminder of the most common parapet treatment in the downtown area of the Late Victorian period.

601 W. Avenue A

1947

Contributing

One-part commercial block brick building with two bays of original wood storefront windows and a central door facing S. 6th Street and two bays facing W. Avenue A – a square in plan with matching facades on both streets. The façade also matches that of 107. S. 6th Street built a year earlier. A simple rectangular area of recessed brick at the parapet is the only decoration. The brick of one bay on S. 6th Street is painted. Non-original canvas awnings are found on the 6th Street façade and a metal awning supported by pipe columns is found on Avenue A.

615 W. Avenue A

1949

Contributing

Moderne style, one-part commercial block brick building with projecting brick horizontal banding, large steel windows and a central entrance. The central entrance opening originally housed two doors and addresses. Along the west elevation are large garage doors. The building retains its character and original features, including steel windows in the front façade, while the brick has been painted and the two entrances were replaced with a glass storefront system.

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623 W. Avenue A

1950s

Contributing

One-story brick building with a hipped roof and three openings facing Avenue A built in the back of the property for an automobile dealership that was located in 614 Main Street. The shed canopy and wood columns are recent additions.

316 Main Street

1947

Contributing

Moderne style, two-part commercial block brick building with one-story service wing built by A.J. Head for use as a Humble Oil service and filling station. The two-story portion features a curved brick wall with the station storefront and two service bays on the lower level and a series of varied size and style steel windows and a brick screen element on the upper level. Broad contemporary signage bisects a portion of the front façade. The building consists of buff colored brick, and is painted below the signage band. A one-story brick service wing defines an "L" shape and provides another 3 ½ service bays.

409 Main Street (A, B, & C)

c. 1906; 1933; c. 1945

Contributing

This three building complex includes a 1906 railroad platform (B) that was enclosed with aluminum cladding in 1915, a 1933 one-story, two bay wide one-part commercial block wood structure (A) with metal siding designed to simulate brick and a corrugated metal shed roof canopy, and a Quonset Hut (C) installed during WWII at the back of the property.

500 Main Street

1946

Contributing

International Style, one-story building. A dramatic projecting roof also serves as a canopy, under which is an aluminum and glass storefront that wraps the corner for two more bays facing east on top of a low brick knee wall. The bulk of the building is set back behind the glass storefront and is made of concrete masonry units, which extend above the projecting roof element.

506 Main Street

c. 1940

Non-contributing

This infill construction may be two one-story buildings, each about 10 feet wide. One half of the façade is covered by a solid plywood wall and the remaining half is covered with textured stucco with a residential grade door and a fixed window. The date of the alterations is unknown, but appear to be post 1967.

510 Main Street

1911

Contributing

One-part commercial block brick building with a single bay of wood storefront, transom window and flat canopy. Recessed brick at the parapet is the only brick decoration; building retains its original appearance except that the brick was painted before 1964.

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514 Main Street

c. 1911

Non-contributing

One-part commercial block brick building with a stucco band around the perimeter framing the façade and rough-textured stucco infill panels at the parapet. A canvas awning covers a metal and glass storefront.

520 Main Street

1911 (1964: last major alteration)

Contributing

One-part commercial block brick building with stucco applied over the upper portion of the painted brick façade. A canvas awning covers an aluminum storefront with the original brick knee wall left in place. By 1964, the taller and more decorative brick parapet was removed and replaced with stucco façade.

524 Main Street

1911 (1953: last major alteration)

Contributing

Two-part commercial block brick building with three bays of windows above and a storefront divided by brick columns with restrained Romanesque Revival style elements. The brick is painted below the second floor and stucco covers the location of the original transom windows. The original wood windows are covered by sunscreens. In 1950 the façade was altered and an addition was made to the rear and in 1953 the building was renovated to create a third level within the two-story building defining its current appearance.

528 Main Street

1911

Contributing

One-part commercial block brick building with stucco on the upper portion of the façade, a canvas awning and an aluminum storefront. By 1964 the building had lost its original brick ornamentation and taken on its current appearance.

532 Main Street

1906 (1931: last major alteration)

Contributing

One-part commercial block building possesses Spanish Colonial style architectural features. The buff-water struck brick façade features parapet urns at the ends of each bay and multi-colored Spanish clay tile roofing in a false application against the parapet wall. The storefront includes brick bay divisions and a knee wall with aluminum and glass storefront and a canvas awning at each bay of Main Street. There is also a short bay of storefronts around the corner on 6th Street. The design of the façade dates to 1931 when the Williams family altered it after the construction of 716 Main Street.

600-604 Main Street

c. 1901

Contributing

One-part commercial block brick building with three bays of storefront, notable for its false mansard roof against the c. 1938 parapet wall. Façade features a non-original aluminum storefront that wraps the corner for a short bay on 6th Street and a variety of canvas awnings.

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606-614 Main Street

1917

Contributing

A two-part commercial block brick building with two one-story adjacent bays featuring decorative cast stone and brick details. The two-story building section is known as the C. M. Brown Building – the name is incised into the stone panel at the top of the parapet. The building originally housed the C.M. Brown Ford dealership. Goodyear tires advertised with a painted sign on the party wall facing east and a C. M. Brown Ford is painted on the back. Both of these surviving ghost signs help to mark the location of the automotive businesses that existed on this side of Main Street, once Bankhead Highway.

613 - 627 Main Street

c. 1947 (1981: last major alteration over a third of façade)

Non-contributing

One-part commercial brick building with six bays of storefronts, half of which has been covered in a heavy textured spray-on stucco material on every surface. Aluminum storefronts sit on stucco knee walls and a heavy projecting canopy element, also of stucco, is braced with stucco covered support elements. Part of the building features simple Moderne style rounded corners and a warm red-brown brick that remains visible over a third of the façade. This building was built contemporaneously with 612-624 W. State Street and 106 N. 7th Street, but does not touch any portion of that building. The buildings share a rear service space that each bay can access.

618 Main

c. 1930

Non-contributing

One-part commercial block built for the Garland Theatre, the building is covered in gray stucco and features an oversized arched aluminum and dark tinted glass storefront entrance flanked by openings with matching tinted glass. An engineering firm has owned the building since c.1996 when it was renovated.

620 Main

1924

Contributing

One-part commercial block brick building built as a service station, known as Morrison's Garage. A wood and glass transom window extends over all bays and is original, as is the brick and the cast stone detailing. The cast stone has been painted. The property was renovated in 1945 after Daniel and Yarborough Pontiac moved across the street, at which time the filling station was eliminated and Bankston Brothers created a showroom for automotive sales.

700 Main Street

c. 1947

Non-contributing

One-part commercial block brick building built as Garrison-Bruner Motor Company dealership. This block of commercial buildings was developed before 1947 and is set back from the edge of Main Street to allow head-in parking or for the display of automobiles in front of the store. The painted brick façade features a residential bay window to the left, a Colonial style entrance surround in the center and other storefront windows and doors to the right, most likely dating to the post 1966 period.

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701 Main Street

1928 - 1947

Contributing

Service station built of masonry, painted, with an office, canopied drive-through and two service bays. The building still appears to look like a service station but is used by FT Auto service and repair.

702 Main Street

1928 – 1947

Contributing

One-part commercial block painted brick building with symmetrical façade of single entrance in center flanked by large display windows. Brick ornament at the parapet in slight relief adorns the otherwise simple façade.

704 Main Street

1947

Contributing

One-part commercial block painted brick building with symmetrical façade with a single entrance in center flanked by large display windows. A simple recessed rectangle at the parapet is the only decoration.

706 Main Street

1928-1947

Contributing

One-part commercial block painted brick building with symmetrical façade of single entrance in center flanked by large display windows. A simple recessed rectangle at the parapet is only decoration.

708 Main Street

1928-1947

Contributing

Moderne style, one-part commercial block painted brick building with symmetrical façade composed of a large stone frame within which is a glass block wall curved toward a recessed central entrance door reached via steps. The parapet is decorated with a subtle brick pattern.

713 Main Street

c. 1945

Contributing

One-part commercial block painted brick building with narrow storefront and simple recessed treatment of brick at parapet as only decoration. Façade features an asymmetrical arrangement of aluminum entry door and wood display windows with a canvas awning.

716 Main Street

1931; c. 1970

Contributing

Spanish Colonial Revival style funeral services building is one-story featuring buff brick and multi-colored Spanish tile roofing, built for the M. D Williams Funeral Services Company when it moved from its location at 532 Main Street. The building embodies the character defining features of the Spanish Colonial Revival style with asymmetrical façade, a low-pitched red clay tile roof with little eave overhang, arched openings, stained glass and wing walls that reference buttresses. Additions include a large

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chapel and other functions that doubled the size of the facility in the early 1970s. These alterations are more modern in style but compatible with the original building.

717 Main Street (A & B)

c. 1928

Contributing

This three bay masonry building (A) with stucco facades was known as Shugart's Service Station. The building was originally a filling station with a drive-through canopy, service bays are also found along 7th Street. In 1967 it became Shugart's Tire and Appliance. An International Style building (B) sits adjacent to the service station and features a dramatic projecting roof that serves as a canopy under which is an aluminum and glass storefront that wraps the corner on top of a low brick knee wall.

505 W. State Street

c. 1950

Contributing

One-part commercial block brick building with symmetrical entrance flanked by large display windows and plain parapet. Most of the display window area is covered with diagonal wood siding.

507 W. State Street

c. 1918 (2015: last major alteration)

Non-contributing

One-part commercial block brick building with original brick parapet that was built as a Harness Store and Tin Shop. However, the roof and rear walls are missing making it non-contributory. The original façade was recently restored and a compatible storefront – without glazing - in 2015 when the space was renovated as an outdoor event venue.

509 – 513 W. State Street

c. 1900 (2016: last major alteration)

Non-contributing

509 W. State Street and 513 W. State Street were originally constructed as a one-part commercial block brick building. Alterations to the building have resulted in two single bay buildings. 509 W. State Street was renovated in 2016 with the addition of brick, storefront and a canopy. 513 W. State Street was renovated with stucco added over the brick and the corbelled and varied height parapet was removed.

519 W. State Street

c. 1921; 1900 (1952: last major alteration)

Contributing

Classical Revival style, one-part commercial block with three bays of storefronts. The first two bays are of red brick with cast stone trim. A renovation in 1952 removed the two arched elements of the parapet and covered the original façade with a slipcover. The third bay retained the original corbelled brick façade under the slipcover until 2012 when the slipcover was removed revealing damaged original brick that reportedly had to be removed for safety reasons. The storefront and canopy remain from the 1952 renovation.

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521 W. State Street

1941 (1950: last major alteration)

Contributing

Moderne style, one-part commercial block building is known as the Plaza Theatre. The façade incorporates a variety of forms and materials. It has an artful asymmetrical arrangement of square metal panels, glass block, corrugated metal siding, and a distinctly mid-century modern style vertical sign element at the corner that appears to hold up the marquee. At night the theater's appearance is accented by colorful neon on the sign and marquee. This building was restored in 2001.

605 W. State Street (A & B)

c. 1906 (1954: last major alteration)

Contributing

This address consists of two one-part commercial block brick buildings. The A building retains more of its original materials, including some detail in relief on the buff brick parapet wall, transom windows, an original period flat canopy and a non-original aluminum and glass storefront. The B building fronting on State and 6th has a chamfered corner and the parapet is of stucco over the original brick and is devoid of detail. In the 1940s an addition was constructed to the north. The storefront, altered in 1954, is aluminum and glass with Roman brick.

612 -624 W. State Street and 106 N. 7th Street

c. 1947 (1981: last major alteration)

Non-contributing

One-part commercial brick building with seven bays of storefronts, covered in a heavy textured spray-on stucco material that covers every surface. Aluminum storefronts sit on stucco knee walls and a heavy projecting canopy element, also of stucco, is cantilevered a few feet from the façade. This building was built contemporaneously with 613-627 Main Street, but does not touch any portion of that building. The buildings share a rear service space that each bay can access.

613 W. State Street

c. 1946 (1969: last major alteration)

Non-contributing

One-story commercial building with off-white brick, vertical tinted windows and an oversized metal fascia element from a 1969 major renovation. The original building, built for the Garland News when it moved from the adjacent building at 605 State, is described by the paper at the time as being of "tranquil green and ivory structural glass and plate glass windows," none of which remain.

617 W. State Street

c. 1946

Contributing

International Style one-story commercial facade of split-faced Roman brick composed asymmetrically with a fin wall and large projecting flat metal canopy. Aluminum and glass storefront remains. The majority of the materials are original.

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Section 8: Narrative Statement of Significance

The Garland Downtown Historic District represents the city's origin with the merger of two earlier settlements in 1887 and its subsequent successful history over a 60-year period. The city's exploding growth starting in the 1950s forced development outside the city center, a pattern seen in many cities in the U.S. The history of the downtown area chronicles Garland's inception and initial growth with the arrival of the railroad, a fire that created its open public square, its early development and associations with some of the leaders and oldest businesses in Garland, the impact of the Bankhead Highway, a national highway that would run through Main Street in the 1930s, the rise of city government and the Post-WWII period of growth. In 1951, Interstate 30 was officially dedicated and the new route pulled traffic and development away from downtown. This led to the incremental urban sprawl of the late 1960s. The district is nominated under Criterion A at the local level in the area of Community Planning and Development as a representative downtown that grew as a result of railroad connectivity and continued to evolve with the advent of the automobile through 1967. The period of significance is from 1897 to 1967 and covers Garland's historical development from a rural town to the post-war industrious city.

An area within the present day city limits of Garland is the site of Duck Creek, one of the original settlements of the Peter's Colony.⁴ The settlement, later to be known as "Old Duck Creek," had reached a population of around 100 people by the 1870s and included gristmills and three general stores. By this time, the community had established a district school, four churches and a Masonic lodge.⁵ During this period railroads developed in Texas, branching out across the state to connect major centers of commerce bringing with it opportunity and reduced isolation to rural communities. Unfortunately for Duck Creek, two railroad chances would pass by the town. In 1886 the Dallas and Greenville Railroad, controlled by MKT Railroad constructed a line connecting the two cities. The route passed Duck Creek to the north by three-fourths of a mile. Then in 1887 The Gulf Coast, Colorado and Santa Fe (Santa Fe) Railroad constructed a line one mile east of Duck Creek connecting Dallas to Paris. The Santa Fe Railroad purchased land to develop Embree, a town named in honor of a local physician, and constructed a small depot. During this same period, New Duck Creek was developed near the D&G railroad line and a small depot was constructed. As result, the people of Duck Creek relocated to both Embree and New Duck Creek creating two new competing towns within blocks of one another.⁶

The city of Garland is the result of the melding of these earlier communities after a post office was located between Embree and New Duck Creek. Though situated a short distance from each other, they continued to operate independently until December, 1887, when the two towns combined in order to be served by a single post office with the name of Garland. The city of Garland was incorporated by election on April 18, 1891 and named for Augustus Hill Garland, Attorney General to President Grover Cleveland. The town elected Marion Davis Williams as the first mayor of Garland.⁷

⁴ Duck Creek, TX, The Handbook of Texas Online, Lisa C. Maxwell, accessed on September 28, 2016.

⁵ Hayslip, Michael R., *Garland, Its Premiere Century* (Chatsworth: Windsor Publications, Inc., 1991), 15-19.

⁶ Hayslip, *Garland, Its Premiere Century*, 21-22.

⁷ Hayslip, *Garland, Its Premiere Century*, 28-42.

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Development of Garland

Prior to 1900, Garland's commercial district consisted of a cluster of wood frame buildings laid on a grid system, aligned north-south and east-west, of dirt streets located between the depots. Residential neighborhoods developed along the edges of the commercial center. By 1897 there were at least three masonry buildings in the town's center: the Odd Fellows Building, the Masons Building next to it, and the Knights of Pythius Building, all of which remain on the west side of what is now 6th Street. Two stories in height and built of brick with cast iron storefronts, these three buildings are the oldest in the district today.

On November 30, 1899 a fire broke out downtown razing the majority of the commercial buildings and adjacent residential neighborhood. By the time the fire had burned out, around 30 businesses and houses had been damaged or destroyed. The fire was believed to have started at The *Garland News* building and then quickly spread through the wood framed area. It was reported when Dallas-bound train passengers witnessed the fire, they believed the entire town had gone up in flames.⁸

The fire of 1899 had a profound effect on the form of Garland's downtown. Despite the devastation, the citizens of Garland immediately began rebuilding their businesses. Since the town center was now clear, an opportunity was seized to acquire property and to set it aside as open space. As a result, the public square was created. The square was used in the early days by farmers and their families when they would travel to town to shop for clothes, shoes, medicine, groceries, feed and farm implements and to sell cotton and livestock at market. Buggies and horses would be hitched throughout the square and the blocks leading away from the square.⁹ By 1901 the form of the square was established, the remainder of the west block was constructed and the north block was nearly filled with masonry buildings primarily one-story in height. The new buildings were similar in form to the three fraternal buildings that survived the fire. The form was a rectangular plan building with entrances on the short side of the plan facing the street and deep interiors that stretched the length of narrow commercial lots. The buildings share party walls with their neighbors, each with a differentiated façade with masonry detailing and large store windows across the front of the first floor. Modest in scale, the Late Victorian period buildings often included heavy brick cornices with corbelled brickwork, pediments and other decoration on the parapets. A good, yet humble example of this period of construction is 510 Main Street.

The area around the newly developed square remained exclusively the business district with residential neighborhoods along the edges and churches located along 9th Street. Many of the buildings constructed during this time remain, although they have undergone some modifications. In 1902, another fire on the square burned four of the buildings that had recently been constructed after the 1899 fire. The Williams building, located at 532 Main Street was one of these structures burned, when an oil lamp exploded in the hand of M.D. Williams; the façade was renovated in 1931.¹⁰

The east side of the square was constructed during this time in three phases. Initially a bank building constructed after the fire and now gone was located at the north end of the block. The building housed Citizens National Bank, chartered in 1895. The building next to the bank was constructed in 1906 and originally housed a restaurant, tailor, barber and post office and later the Crossman Insurance Agency. The Crossman family owned Garland's first insurance agency and operated out of this location from

⁸ Hayslip, *Garland, Its Premiere Century*, 29.

⁹ Flook, Jerry, "Our Historic Public Square," *Garland Messenger*, July 2010.

¹⁰ Hayslip, *Garland, Its Premiere Century*, 30.

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1915 until the 1980s.¹¹ The last building on the east side of the square was built between 1907 and 1912 and housed a drugstore and a variety store and later an A&P Grocery Store and Hollenshead Furniture and Appliance.

The local businessmen, encouraged by the growth of the community, established additional banks during this period. The National Bank of Garland, established in 1906, was followed by the First Guaranty State Bank in 1911. By 1913, First Guaranty State Bank had merged with the National Bank of Garland to form the State National Bank.¹² The bank was located on the first floor of 101 N. 6th Street, known as the Knights of Pythius Building. The bank would prosper and the building would evolve into a Classical Revival edifice until it was completely renovated in the 1950s expansion and renovation.

Pre-war Development

The 1916 Federal Aid Road Act led to the creation of the Texas Highway Department in 1917 and the second transcontinental highway. Like the railroad for the previous generation, a new highway system would create an economic opportunity for those communities with the foresight to encourage the highway route through their town. Arthur Dyer, the Secretary for the Texas Bankhead Highway Association in 1919 noted that Garland was the only town to voluntarily organize and begin work without requiring outside assistance¹³. The highway would stretch from Washington DC to San Diego and include many large cities in Texas. For the first few years the highway route would zig-zag through the residential section south of downtown Garland, missing the commercial district entirely as seen in Texas Historical Commission maps. By 1923, the second iteration of the Bankhead Highway was routed south of downtown, eliminating several blocks from the original route and creating a direct path south of downtown Garland. The streets were still unpaved during the early 1920s and were often muddy.

The citizens voted for bonds to construct a water and sewer system totaling \$100,000.00.¹⁴ To power the new pumps for the new system, city and business leaders decided to create the Garland Power and Light Company. The company was created after exhaustive efforts to renegotiate the contract with Texas Power and Light Company to provide power at reasonable rates for the new water and sewer system pumps. In April of 1923, the new Garland Power and Light Company was operational and supplied electricity to run the water and sewer pumps and residents with power.¹⁵ The power building was constructed in 1923 and expanded 4 times between the years 1923 and 1958.

Construction continued during this period using the same form and building composition as the post-fire buildings of the turn of the century. Each building had a different facade with masonry detailing and large store windows, or storefront. These buildings remained modest in scale and detailing with cast stone accents. The two best examples from this period are the C.M. Brown building at 614 Main Street and the Morrison's Garage building at 620 Main Street.

The C.M. Brown Building was constructed in 1917 to house the Ford Dealership. A two-story building with large openings on the first floor to accommodate the commercial needs of the dealership with the second floor used for back of house purposes. Two one-part commercial bays featuring decorative cast stone and brick details with a single bay of storefront were constructed at the same time and next door.

¹¹ Garland Landmark Society, *Points of Interest*, May 2016.

¹² Hayslip, *Garland, Its Premiere Century*, 30-32.

¹³ Bankhead Highway in Garland, Historic Marker, Texas Historic Commission, 2009.

¹⁴ Hayslip, *Garland, Its Premiere Century*, 38.

¹⁵ Hayslip, *Garland, Its Premiere Century*, 39-40.

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Brick and stonework is matched between 606 Main, 610 Main and this building. Mr. Brown had various business interests and would eventually sell the dealership by the 1930s. Beginning in the 1930s C.M. Brown and his children would develop the Casa Linda Estates, a neighborhood in eastern Dallas. The building would eventually become home to Jackson Chevrolet.

The current building located at 620 Main Street was constructed in 1920 to house Morrison's Garage to replace the business' earlier wood structure. The present brick structure has simple masonry details created by cast stone and brick patterns. The façade has large punched openings across the front façade that originally were used as the automobile and store entrances. The corner of the building was originally a covered gas pumping station. This building, on the same block as the C.M. Brown building, housed one of the many automobile related businesses that would be located on Main Street, responding to the opportunity afforded Garland as a result of being located on the Bankhead Highway route.

In 1918 another fire caused damage to buildings on the north block of the square. The building on the corner of W. State Street and 6th Street was rebuilt the same year and opened as the Hudson and Davis Dry Goods store. The second building damaged by the fire was the Jones and Newton building, located at 519 W. State Street. The building was erected in 1900 for John T. Jones, E.C. Newton, and Mrs. S. Murphee, known as the Jones and Newton building, was comprised of three bays and was one of the most elaborate on the square featuring highly decorative corbelled parapets. The first two bays were occupied by the H.W. Jones Hardware, Furniture, and Undertaking business. In 1917 Jones acquired the third bay, which at that time housed the Lyric Theatre, Garland's first theater. The 1918 fire damaged the H.W. Jones Hardware buildings and their original facade was condemned and rebuilt. A new red brick façade in a different style featuring a simpler brick parapet with arches replaced the previous design. In 1925, Jones finally expanded into the third Lyric Theatre bay which retained its original corbelled brick parapet and facade until recently.¹⁶

Around 1926, new businesses in town included the Home Ice and Fuel Company, The Great Atlantic and Pacific Tea Company, and the Garland Cotton Oil Company, followed by the Ferris Watson Seed Company in 1927.¹⁷ Horses and buggies had given way to the automobile. With the other infrastructure improvements and access to Bankhead Highway, the city had become a more attractive place to live and work. By 1933 the public square had been paved and a City Beautiful WWI memorial installed. The memorial was a large fountain with a pool and colored lights, built in the middle of the square on the site of the well that had been dug in 1914 to supply water to horses. Lack of maintenance caused the fountain to deteriorate and in 1936, for the Texas Centennial, the fountain was refurbished.¹⁸

The third incarnation of the Bankhead Highway shifted the route through downtown to what is now known as Main Street by the 1930s. Several service stations sprang up along the route during this time, including the Humble Station at 316 Main and Sinclair Station at 717 Main. The Sinclair Station had additions throughout its history as the Shugart family expanded its operations and diversified their business. Garage shop space was added to the east and north side of the building, eventually followed by an International Style adjacent building in the late 1960s for the Shugart's Furniture and Appliance Co.

¹⁶ Flook, Jerry, "Historic Square: North Side," *Garland Messenger*, September 2010.

¹⁷ Hayslip, *Garland, Its Premiere Century*, 43.

¹⁸ Flook, Jerry, "Our Historic Public Square," *Garland Messenger*, July 2010.

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Located on the south side of Main Street facing the square, the Williams family renovated their building at 532 Main Street in 1931 using Spanish Colonial Revival style ornamentation. This style can also be found at the Williams Funeral Directors Home constructed around the same time on the corner of Glenbrook Drive and Main Street. The building at 532 Main was constructed by M.D. Williams after the 1902 fire to house his grocery, warehouse, and undertaker business. Roach Grocery Company, which had acquired M.D. Williams' grocery business, would move out of the Williams Building by 1933, when he established the Roach Feed & Grocery Company along the railroad track, a retail and wholesale business, further east on Main Street, just a block off the square.¹⁹

During the late 1930s, local commerce began to shift from an agrarian economy to an industrial one as Craddock Foods, a pickle plant, KRLD radio station and the Byer-Rolnick Hat Corporation moved to Garland. In 1940 the Southern Aircraft Corporation of Houston opened a plant that supplied airplane parts for major airplane manufacturers. In 1941 the Guiberson Diesel Engine Company announced plans for a \$2.4 million plant to be located near the Byer-Rolnick Hat Corporation. Both the Guiberson and the Southern Aircraft were partially involved in defense related manufacturing. In 1942 Continental Motors replaced the Guilberson Diesel operation and converted the plant to manufacture gasoline engines for tanks, employing 2,500 people. By March 1945 the Luscomb Airplane Corporation acquired land to construct a plant to manufacture airplanes.²⁰ Changes in the local economy and WWII itself would lead to changes in the downtown during the post-war era.

Post-WWII Development

One of the major reoccurring themes of Garland's downtown was, as businesses prospered, the owners felt the need to expand and modify the buildings to address growth and to update to the current architectural style. The Cole and Davis Company was no exception to this trend. Originally called the Hudson and Davis Dry Good Store, the company was started in the fall of 1894, by Charles Hudson from Arkansas and James Davis from Georgia. The two men decided to enter the dry goods business and selected Garland. They rented space in a building owned by the Flook family. After a couple of years, the store moved into the first floor of the Masonic building located at 115 N. 6th Street until it moved to its final location at 111 N. 6th Street in 1940. The façade of this store was designed in the Moderne style. E.G. Cole was hired as the first clerk of the store and eventually became a partner. The company became Cole & Davis Company in 1928.²¹ While Cole and Davis is no longer on the square, the company's sign can be found on the back of the building.

In 1945, W.O. Bankston of Dallas announced plans to open a new dealership in Garland and renovate the Morrison's Garage building. W.O. Bankston had 10 years of experience in the business as a partner in Bankston-Hall Motors of Dallas Company. His business in Dallas was expanding with a new building under construction. The extensive renovation included reconfiguring the garage space and creating show rooms by incorporating the exterior filling station at the corner for additional interior space. The Daniel and Yarborough Pontiac dealership that occupied the space would construct a new building at 115 N. 7th Street.²²

¹⁹ Flook, Jerry, "South Side of the Historic Square," *Garland Messenger*, Oct. 2010.

²⁰ Hayslip, *Garland, Its Premiere Century*, 55-59.

²¹ *The Garland News*, "Cole and Davis Company Reaches Fiftieth Birthday Next Monday," April 20, 1945.

²² *The Garland News*, "New Ford, Mercury, Lincoln-Zephyr Firm to Open in Garland," August 17, 1945.

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Shortly after the plans for renovations to the Morrison Garage building were published in the local paper, the Daniel and Yarborough Pontiac dealership broke ground in 1945 on their new home. The small residence on the lot was moved to another location to make way for construction. The building was designed by Harold Manzer, a lumber yard manager. The new dealership would feature one of his trademark round windows. Manzer had also been the designer for the original Plaza Theatre on the square constructed in 1941. The showroom originally faced Main Street with the service shop behind and accessed from State Street with a used car lot on the corner of 7th and State Streets.²³

In 1946, 500 Main Street was constructed by Joe T. Wood for use as an automobile dealership, Wood Pruitt Motor Company. The company moved out of this building in 1953, after which it was used as the Garland Furniture Store.²⁴ This was one of the first buildings in Garland to be constructed in the new sleek International Style with a deep canopy created by extending and cantilevering the roof edge over the sidewalk. The front façade consists of an aluminum storefront from floor to roof the length of the building.

By 1947, C.M. Brown had completed the commercial buildings at 107 S. 6th Street and 601 W. Avenue A for Ben Jackson for commercial multi-tenant space. The buildings at 107 S. 6th Street and 601 W. Avenue A replaced a blacksmith shop and junk yard. The buildings housed Newman Appliance Company, Garland Furniture Company, and Peavy Insurance Agency, Roy Wright Plumbing Company, a new bus station, café and taxi stand.²⁵ Elmer Newman was the son-in-law of Ben Jackson and operated the Newman Appliance Company. Newman would eventually join his father-in-law at Jackson Chevrolet after he sold the appliance business to M.S. Hollenshead in 1952.²⁶

Automobile use and ownership increased after WWII. The automobile provided more freedom and better access to rural communities, but also encouraged increased congestion and parking issues for cities. To accommodate a need for additional parking at the square, the WWI memorial fountain was removed in the 1950s.²⁷

Increased road use required maintenance that had been neglected due to the war. *The Garland News* published a map and list of the proposed road projects in Dallas County for the upcoming bond election in an article titled, "24 Roads and 30 Bridges at Stake in Balloting." The newspaper stated that the conditions of the roads could be traced to two factors. "First, five years of wartime emergency demanded that manpower, machinery and materials be employed only on the most vital repairs and an absolute minimum of new construction." The second cause the newspaper gave for the necessary bond election was from heavy use. "Second the accelerated industrial development of Dallas County brought an attendant increase in highway use. Truck traffic boomed, while the automobile commuters multiplied. An already inadequate road system was forced to carry a staggering overload, and that overload took an inevitable toll in steadily worsening highway conditions." The article stated that numerous civic leaders in the small communities fully supported the bond election and *The Garland News* joins these supporters in a "vote for progress." The newspaper suggested that the Dallas County voters had an opportunity to remedy this condition by voting for the projects to bring further growth and development to Garland and Dallas County.²⁸

²³ *The Garland News*, "Construction of new Pontiac Bldg., To Begin Next Week," July 6, 1945.

²⁴ *The Garland Herald*, January 8, 1953.

²⁵ *The Garland News*, "Partners Head Furniture Company," June 6, 1947.

²⁶ "100 Years of Growing with Garland," Supplement to *Garland Daily News*, Sept. 29, 1985.

²⁷ Flook, Jerry, "Our Historic Public Square," *Garland Messenger*, July 2010.

²⁸ Ferrarese, Pete, "Fire Station Bond Election," *The Garland News*, January 30, 1948.

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In 1949 Jackson Chevrolet celebrated its 25th anniversary with building renovations and new construction and an entire Garland News edition was dedicated to the celebration. Jackson Chevrolet was started by Ben Jackson and Ray Olinger in the 1920s in a warehouse behind buildings that faced the square. In 1930 the company would lease the C.M. Brown building at 614 Main Street. The building had originally been used as the Brown Ford dealership where both Jackson and Olinger had previously worked. C.M. Brown hired his nephew, Ray Olinger as manager of the dealership and Ben Jackson as a mechanic. Mr. Brown had given Jackson his first job in the community starting out as a mechanic and gave him a chance to learn other parts of the business. In the late 1930s Jackson and Olinger had mutually decided to dissolve the partnership, and the company's name changed from Jackson and Olinger to Jackson Chevrolet.²⁹

The projects associated with the 25th anniversary expansion were extensive. The dealership expanded to the land behind the 1917 era building. A new service department building was constructed at 615 W. Avenue A. that shifted the repair work from the C.M. Brown building to the new building freeing up space for the other departments. The new building included a wash rack, grease rack, front-end alignment stall and four mechanic's stalls and was headquarters for a 24-hour wrecker service. The remaining space at the corner of the S. 7th Street and W. Avenue A. was resurfaced and paved to be utilized as the used car lot.³⁰ By this time, Mr. Jackson had expanded, through one way or another, into most of the block. He occupied the building on Main Street, beginning in the 1930s. He had constructed the buildings at the corner of S. 6th Street in the mid 1940s, for his son-in-law and now filled the remaining land on the block with other dealership departments.

The mid to late 1940s was a time of serious growth and development for Garland, but the 1950s brought explosive and unprecedented growth to the city. During this time the population had grown to 14,000 people, and families were moving into town at a rate of 115 per month. The construction boom shortly after the war resulted in 10 new housing additions, the Highland and Garland shopping centers and numerous other projects throughout town, constructed between 1950 and 1955.³¹ The growth had much to do with Garland's transportation connectivity on a major national highway and the city's close proximity to Dallas. As in most small towns outside major urban cities, the post-war years witnessed a large shift in population. Large cities were seen as cramped and dirty and the desire to live in suburban towns with fresh air and more space was popular and promoted by the Federal Housing Administration's insured loan programs. Garland benefited from its proximity to Dallas allowing people and commerce to easily move between the two.

Cecil Williams, son of Garland's first mayor, M.D. Williams, was himself elected mayor in 1948. In 1951 the city received its home rule charter and the first City Manager with statutory authority granted by the charter. The citizens had pushed for paid managers to address the city's day-to-day business that was previously handled by the unpaid City Council members volunteering their time.³² A Volunteer Fire Department had existed in Garland in some form, but by the late 1940s the need for a professional department with adequate facilities became apparent. Although the Fire Department would remain volunteer a few more years until the home rule charter was granted; in 1948 a bond election was called to construct a brick fire station. The new building would have space for three fire engines, a recreation

²⁹ *The Garland News*, "Restyled Exterior," October 16, 1949.

³⁰ *The Garland News*, "Restyled Exterior" October 16, 1949.

³¹ Hayslip, *Garland, Its Premiere Century*, 66.

³² Hayslip, *Garland, Its Premiere Century*, 66.

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room, and living quarters and assembly hall upstairs. The building, designed by H.B. Gieb, would be built on the site of the metal sided building previously used by the Volunteer Fire Department.³³ In 1951 the Police Department was located in the building at 613 W. Avenue A. The department continued to use the jail built for the city in 1937 as a WPA project next to the power plant. The two facilities were used until 1968 when the department relocated.³⁴

As the city evolved and developed, any historic corbelled cornices that may have survived on the square until now were simplified, canopies were removed or replaced, facades were painted, a few covered with stucco, all in an effort to modernize and allow continued use. One of the first transformations during this period was by the well-known theater designer Jack Corgan on the Plaza Theatre. The theater had been designed only 9 years earlier by Harold Manzer but would undergo a complete transformation. Corgan replaced the original façade and Manzer's trademark round window with a Moderne façade of stucco, glass block and metal, including a neon marquee tower.

The east side of the square went through a series of modifications between 1933 and 1951. The buildings now listed as 108 N 6th Street evolved in stages to their current appearance by 1958. Between 1952 and 1958 the top of the building parapet was simplified. Brick was added to express pilasters and the two early buildings were visually combined into one building that appeared to have more in common with a 1950s shopping center than an early 1900s structure.

In 1952, all three bays of the Jones Hardware Building, at 519 W. State Street were modernized on the interior and exterior; the brick arches were removed and a slip-cover was used to visually connect the three bays. A new storefront and canopy completed the modern "new and improved" appearance. The name H. W. Jones Hardware & Furniture Co. decorated the entire length of the façade.³⁵ The 1952 slip-cover was removed from the parapet of the third bay, formerly the Lyric Theatre, exposing the 1900 design. In 2010, the 1900 parapet was dismantled and covered with a temporary material, thereby removing the last original corbelled brick parapet on the square.

The Lone Star Gas building at 617 W. State Street appears in the 1947 Sanborn Insurance Map; however it is believed to have been constructed earlier with a different facade. The current International Style facade can be seen in an early 1950s photograph. This building incorporates a deep cantilevering canopy over the sidewalk and aluminum storefront from floor to canopy.

In 1954, the two buildings at the corner of Main Street and N. 6th Street owned and renovated by the State National Bank. The facade was changed, the two buildings were connected internally, the windows altered, and a central entrance was created on 6th Street. A drive-through banking window was installed at the rear of the building as part of a large one-story addition.

Interstate 30 was officially dedicated in 1951. The new route pulled traffic away from downtown Garland for the first time since the creation of the highway system in the early 1920s. Despite the loss of the proximity to the highway, downtown continued to thrive and develop through the 1950s. But by the 1960s, the downtown area began to wane as the central focus of the commercial activity in Garland. The State National Bank moved from 101 N. 6th Street in 1963, to the location on W. Avenue B., a sign of things to come for the area. The bank had occupied the location on the square for 52 years, renovating

³³ *The Garland News*, "Proposed New Fire Station," November 21, 1947.

³⁴ Garland Police Officers Association, *Garland Police Department*, 2.

³⁵ *Owls Nest 1960*, Garland High School yearbook

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the building as necessary for continued use even incorporating a drive through window in the alley behind the building. Finally the bank outgrew its location and a move was necessary. This was also the case with Jackson Chevrolet, which moved away from downtown to a less urban setting. Other commercial centers established in the early 1950s flourished with the American cultural shift from walkable town centers to strip shopping centers that could accommodate convenient parking.

The city had grown to more than 50,000 people and had sprawled to the point that the focus on downtown had become decentralized. Industrial growth continued to expand and new companies moved to Garland. During this time the city council approved the widening of Bankhead, now known as Main Street; to four lanes there by removing the large trees that once lined the street. In 1966 the city opened the C.E. Newman generating plant and a year later the Ray Olinger plant on Lake Lavon to meet the electric needs of the large city.³⁶

Garland in the 1970s had a population of around 81,437 people. During this time, Garland, along with many cities throughout the country, initiated projects for the American bicentennial celebration. In 1976, Garland began to focus on efforts to revitalize downtown. Charles Clack, Mayor of Garland spearheaded the revitalization attempt and focused on the redesign of the square. The project attempted to create an outdoor mall-like appearance by unifying the buildings on the square with a continuous green metal awning and was intended to be the impetus for downtown revitalization. Landscape architects Oblinger Smith of Wichita, Kansas was responsible for the redesign of the square with a ground breaking in time for the U.S. Bicentennial. When completed, it was dedicated by First Lady Rosalyn Carter. The design included terraced brick and concrete platforms that stepped down to the lowest basin of a tiered fountain. Recent efforts have modified the 1979 design. The low fountain basin was filled in with concrete to accommodate larger functions and the upper fountain basins were converted to planters. Elements that remain from the 1979 design are the brick planters varying from knee to waist height, sidewalks and trees that surround the plaza.³⁷

Downtown Today

Today a renewed interest in rejuvenating downtown has again become a focus of the community with increased public and private investment. Surrounding the historic commercial center are new developments adding increased density and bringing people back to downtown. The new buildings include mixed use and housing developments and redevelopment of city government buildings. The Downtown Garland Station, served by the Dallas Area Rapid Transit system, has once again made Garland a node for rail transportation bringing its history full circle. The historic downtown is on the brink of renewal, and there is a strong interest in preserving what is there in light of potential development to come. One investor has already reconstructed one of the Late Victorian period buildings at 107 N. 6th Street. And a new design for the public square is being discussed. The form of the downtown and the buildings created by Garland's early business people and civic leaders represent an opportunity for preservation of the city's only historic commercial center.

Architectural Significance

The Garland Downtown Historic District is eligible for listing in the National Register under Criterion C in the area of architecture. The district contains examples typical of buildings throughout Texas reflecting

³⁶ Hayslip, *Garland, Its Premiere Century*, 67-73.

³⁷ Hayslip, *Garland, Its Premiere Century*, 74-75.

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architectural styles and forms representing every period of development between 1897 and 1967. The district is composed primarily of one and two-part block commercial buildings associated with some of the founding families of Garland. The bulk of the buildings in the district were built prior to WWII with alterations indicating the community's continued prosperity and desire to modernize, expand, and improve the early buildings throughout their history. Despite experiencing modifications before the 1960s, the district has endured few changes since then and retains a high level of historic integrity.

One-Part Commercial Block – The one-part commercial block buildings consist of a single story treated similarly to the lower façade unit of a two-part commercial block building consisting of storefronts used as display windows for retail with a parapet across the top of the building. The parapet was usually tall enough to allow for occupant signage or advertising and typically included a cornice. Examples of this building form in Garland include the Morrison's Garage building at 620 Main Street, and the building at 615 W Avenue A. One of the most prominent buildings of this form is the M.D. Williams Building at 532 Main. The Williams Building was renovated in 1931 in the Spanish Colonial Style and features parapet urns at the ends of each bay and multi-colored Spanish clay tile roofing in a false application against the parapet wall.

Two-Part Commercial Block – The form of the two-part commercial block building consists of two distinct stacked façade units with a horizontal division that clearly separates the two. The first floor accommodated the more public commercial needs with display windows for the various businesses and the second floor would have been used as office and support spaces or meeting spaces for fraternal organizations. Some of the Garland buildings constructed in this building form are the Masonic building at 115 N. 6th Street, IOOF building at 113 N. 6th Street, and the Garland Fire Station building at 116 S 6th Street. The C.M. Brown building at 614 Main Street is the most prominent building of the Two-Part Commercial form featuring decorative cast stone and brick details.

Conclusion

The period of significance covers Garland's historical development from a rural town supported by agriculture to a thriving city in the beginning stages of urban sprawl. During this period, downtown was the center of the city's economic vitality and commercial business activity, including automobile, home goods, groceries, banking, agricultural, and funeral related businesses. The period of significance begins with 1897 with the construction of the three brick fraternal structures, the oldest buildings in the district. The second significant date for the development of Garland is 1899, when a fire razed most of the downtown area, consisting of wood buildings and a nearby neighborhood. The district was rebuilt with mostly masonry structures; most of which exist today and a square was created in the center of downtown. Bankhead Highway shifted the route through downtown to what is now known as Main Street by the 1930s spurring growth. Garland experienced tremendous growth during the post-war period, beginning in 1945 through the 1950s. With the dedication of I-30, in 1951, traffic was shifted from downtown Garland to the outskirts of the city. For the first time since the inception of the highway system, Garland's commercial center was no longer on a national highway. The downtown remained a viable business center until the early 1960s when Garland's success led to incremental urban sprawl and a decentralized business district. Because this change occurred over time, there is no specific end date to the period; fifty years from the nomination is 1967 and the middle of the decade when downtown ceased to perform with the same vitality and impact that it had in the past.

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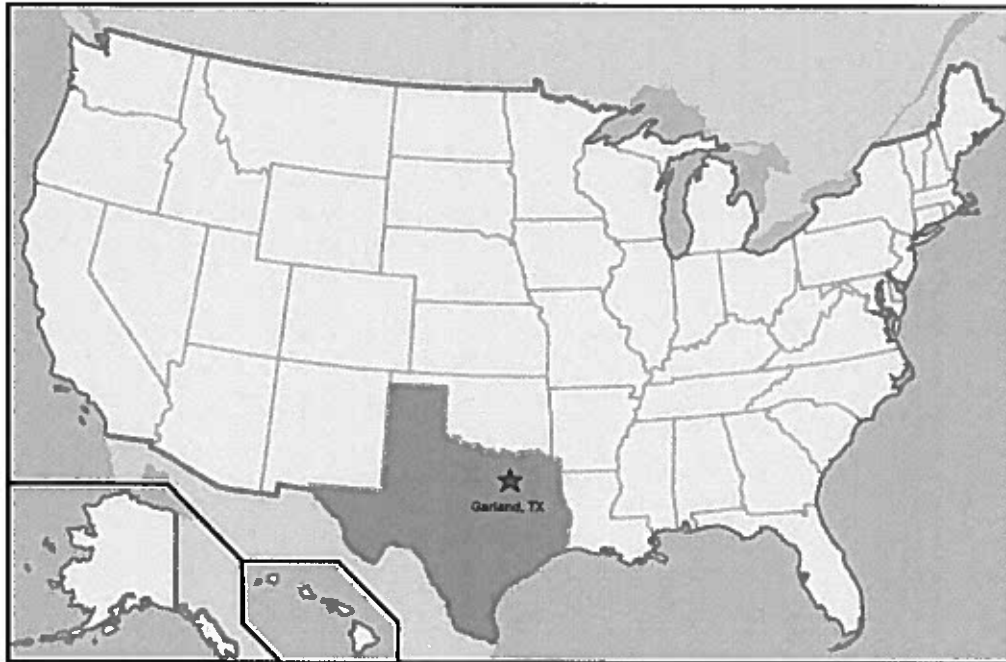
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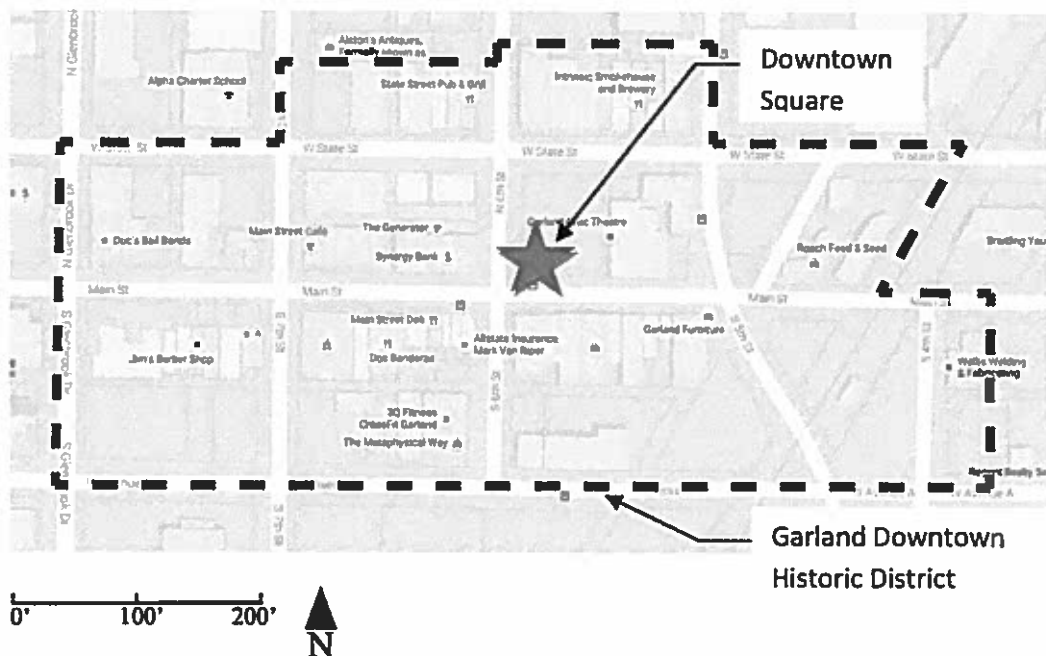
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Maps

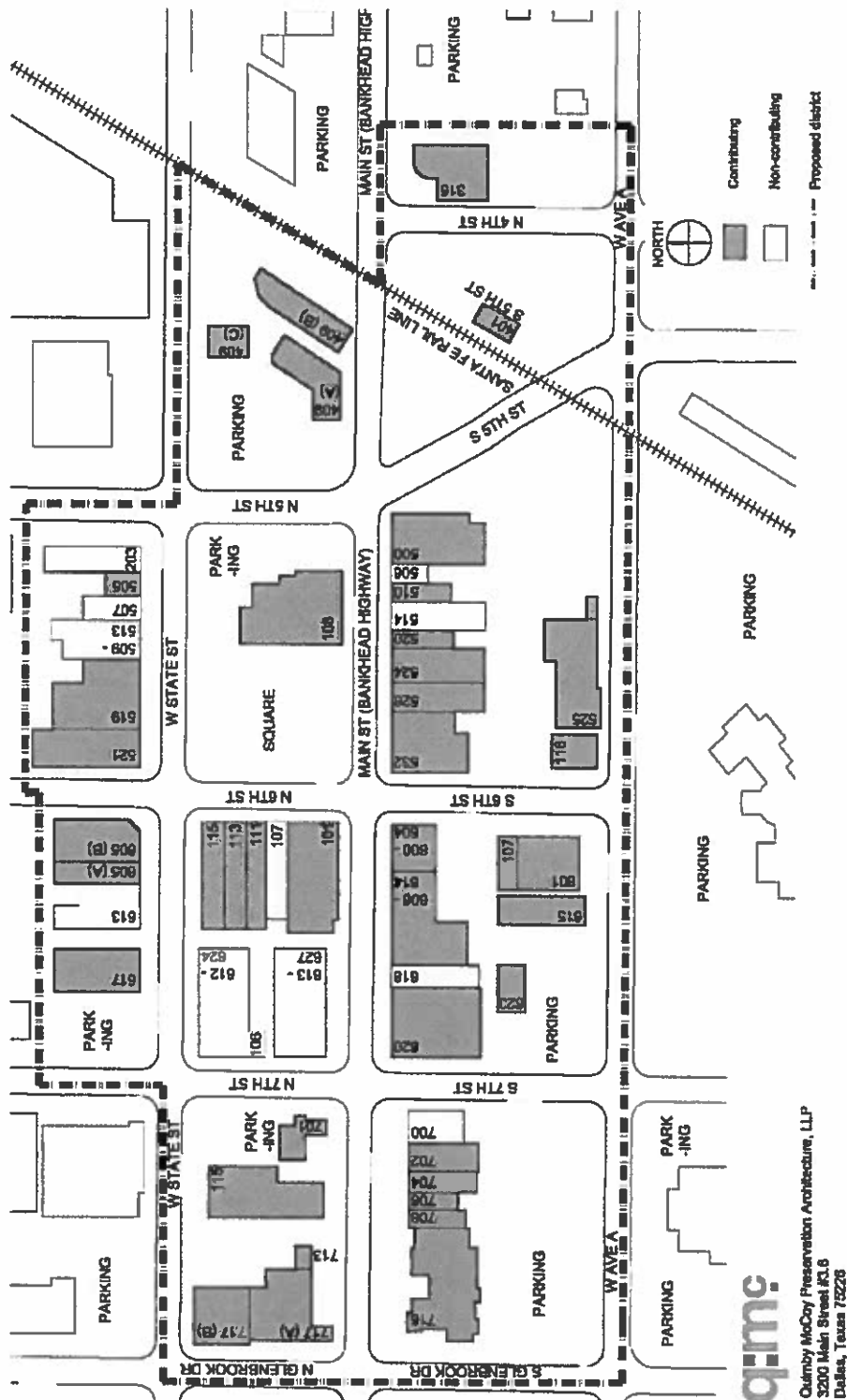


Map 1 – Garland, TX location in the United States (Wikipedia)



Map 2 – Map of Garland Downtown Historic District (Google Maps)

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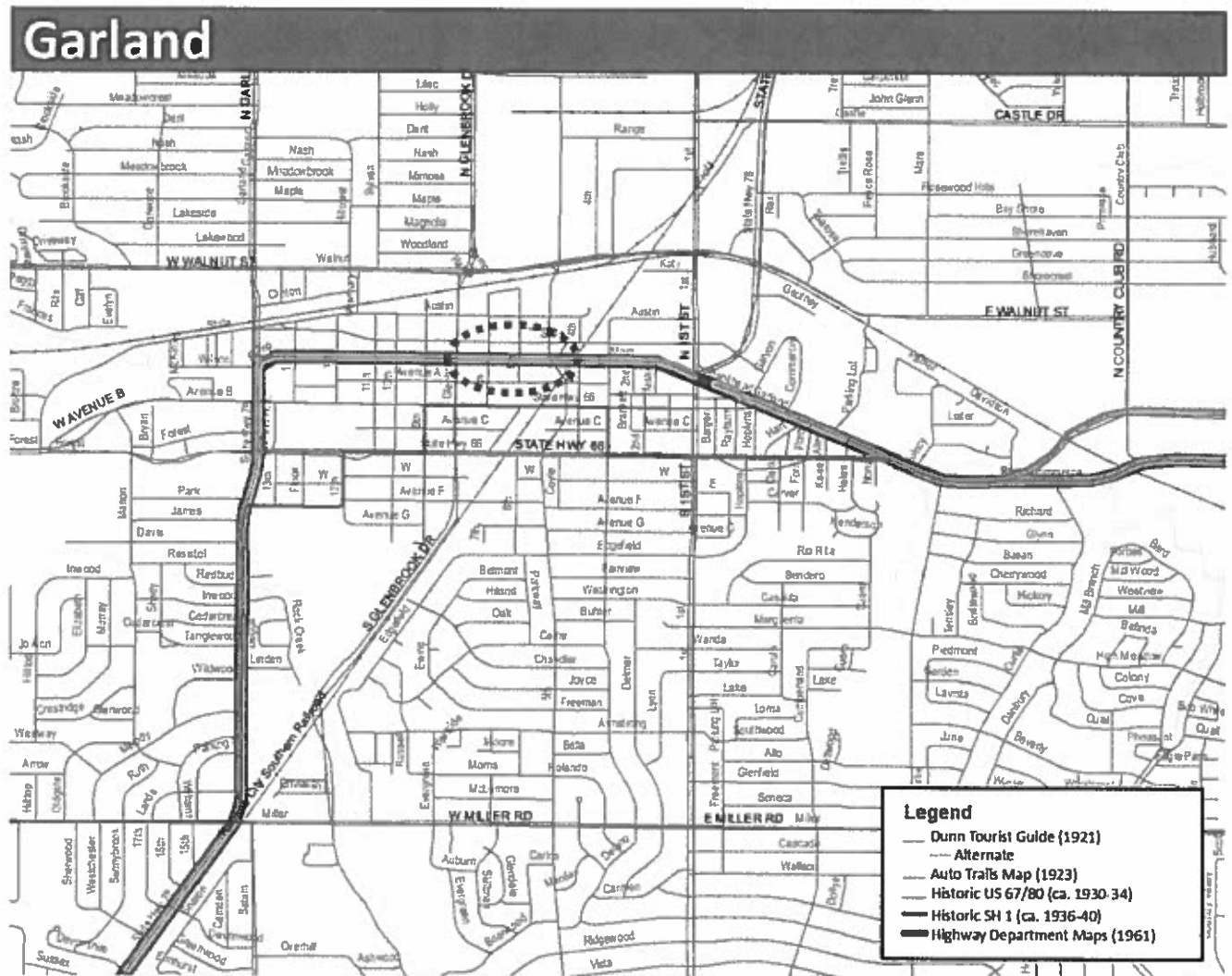
Quincy McCoy Preservation Architecture, LLP
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Map 4 –Garland Downtown Historic District. Source: Google Earth, Garland, Dallas County, Texas

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Map 5 - Map of Bankhead Highway routes through Garland, TX. Map created by the Texas Historical Commission.

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Photographs



Figure -1 View of south side of square, c. 1906. Photograph courtesy Garland Landmark Society.



Figure -2 View of south side of square, c. 1915. Photograph courtesy Garland Landmark Society.

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Figure -3 View of west side of square, c. 1915. Photograph courtesy Garland Landmark Society.



Figure -4 View of the square, looking north-east, c. 1932. Photograph courtesy Garland Landmark Society.

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Figure -5 View of the square, looking north-east, c. 1933. Photograph courtesy Garland Landmark Society.



Figure -6 View of the 600 block in 1938 looking west on Bankhead Highway, now known as Main Street. Photograph courtesy Garland Landmark Society.

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Figure -7 Aerial view between State Street on the left and Bankhead Highway (Main Street) on the right, looking east toward the square, c. 1958. Photograph courtesy Garland Landmark Society.



Figure -8 View looking south-west of the 500 block on Bankhead Highway, now known as Main Street, early 1960s. Photograph courtesy Garland Landmark Society.

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Figure -9 Downtown during the 1980s with a view of the redesigned square by Oblinger Smith. Photograph from *Garland, Its Premiere Century*.



Figure -10 Morrisons's Garage, constructed in 1920 to replace the earlier wood structure. Photograph courtesy Garland Landmark Society.

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Figure -11 State National Bank after façade renovations, ca 1960. Photograph from *Garland, Its Premiere Century*.



Figure -12 Lone Star Gas Company façade, ca 1956. Photograph from *Garland, Its Premiere Century*.

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Photo – 1 View north on South 6th Street towards the square, photograph taken from intersection of South 6th Street and West Avenue A. To the right is the former Garland Fire Department building at 116 South 6th Street, to the left is 601 West Avenue A.



Photo – 2 View west towards the square on Main Street, photograph taken from 5th Street. 108 North 6th Street is to the right and 514 Main Street is the first building to the left.

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Photo – 3 View west on Main Street, photograph taken from intersection of Main and 6th Streets. The two-story structure visible in the photograph is the C.M. Brown building.



Photo – 4 View east towards the square on State Street, photograph taken in front of 612-624 West State Street. The Plaza Theatre marquee is visible in the photograph.

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Photo – 5 View south towards the square on North 6th Street. 605 (B) West State Street is on the right and the Plaza Theatre is to the left in the photograph.



Photo – 6 View of the west side of the square, photograph taken from the intersection of West State and North 6th Streets.

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Photo – 7 View north-east towards the square, photograph taken from intersection of Main and 6th Streets.



Photo – 8 View north-east of the square, taken from the south-west corner of the block.

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Photo – 9 View south-west towards the square, photograph taken from 509-513 West State Street.



Photo – 10 View of 203 North 5th Street, non-contributing multi-use building.

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Photo – 11 View of 509-513 West State Street, non-contributing building.



Photo – 12 View of 613 West State Street, non-contributing building.

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Photo – 13 View of 613-627 Main Street, non-contributing building.



Photo – 14 View of 716 Main Street, formerly the Williams Funeral Home. Contributing building.

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Photo – 15 View of 620 Main Street, originally the Morrison's Garage building, one of many automobile related businesses along Bankhead Highway, now known as Main Street. Contributing building.

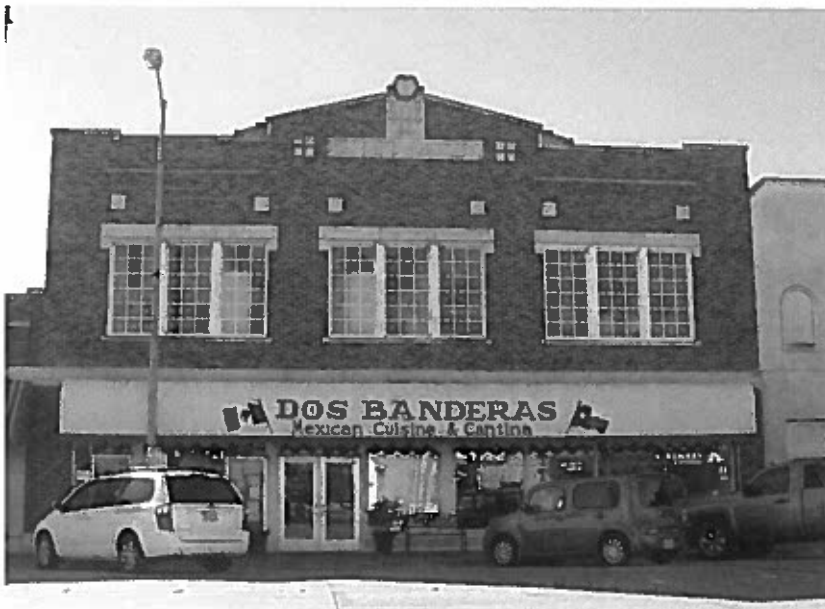


Photo – 16 View of C.M. Brown building, 614 Main Street, with three bays, each with three windows at the second floor with a stone header and sill. Note articulated parapet and decorative stone ornamentation above windows. Contributing building.

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Photo – 17 View of 532 Main Street. Note the terra cotta tile and urns at the top of the parapet. These features were used on other prominent Garland buildings like the Williams Funeral Home and Garland High School. Contributing building.



Photo – 18 View of 510 Main Street. Contributing building.

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Photo – 19 View looking north on Main Street of Roach Feed and Seed at 409 Main Street. Contributing building.



Photo – 20 View of 617 West State Street, formerly the Lone Star Gas building. Contributing building.

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Photo – 21 View of 521 West State Street, originally constructed in 1941, it was redesigned only nine years later in 1950 by a Dallas architect well known for theater design, Jack Corgan. Contributing building.



Photo – 22 View of 115 and 113 North 6th Street, the Masonic and IOOF buildings. These are two of the oldest buildings on the square that survived the 1899 fire. Contributing building.

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Photo – 23 View of 101 North 6th Street, formerly the State National Bank. Contributing building.



Photo – 24 View looking east at the former Garland Fire Department building at 116 South 6th Street. Contributing building.

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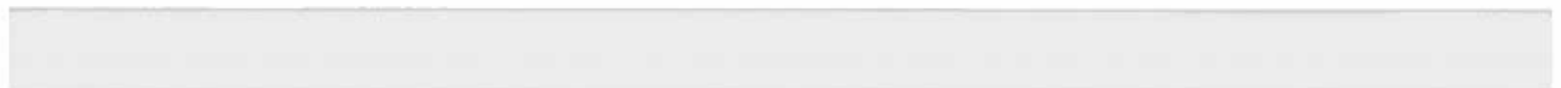
Photo – 25 View looking north-west on West Avenue A of the first Garland Power and Light Building at 525 West Avenue A. Note the small white building to the right in the photograph was an early Garland Jail building. Contributing building.



Photo – 26 View of 615 West Avenue A. Contributing building.

APPENDIX C

Copy of legal notice



LEGAL NOTICE

The Garland Downtown Historic District, Garland, Dallas County, Texas will be considered by the State Board of Review for nomination to the National Register of Historic Places at its meeting on at January 21, 2017 at 8:30 a.m. in the Aloft Hotel, at 820 Fannin Street – Tactic Room 2, Houston, Texas. A copy of the draft nomination is posted on the THC website: <http://www.thc.state.tx.us/sbrmeeting>.

In addition, we invite you to attend a PUBLIC INFORMATION MEETING to discuss the process of nomination and the results of listing properties in the National Register of Historic Places. The meeting will take place on December 14, 2016 at 5:30 p.m. in the Charles E. Duckworth Building – Goldie Locke Room, 217 North 5th Street, Garland, Texas.

Verbal Boundary Description of the Garland Downtown Historic District:

Roughly bounded by West State Street on the north, Santa Fe Rail Line on the east, West Avenue A on the south and Glenbrook Drive on the west.

Listing in the National Register, the Federal government's official list of historic properties worthy of preservation, results in the following for historic properties:

1. Consideration in planning for Federal, Federally licensed, and Federally-assisted projects. The Advisory Council on Historic Preservation must be given an opportunity to comment on all federally related projects affecting listed properties. For further information, please refer to 36 CFR 800.
2. Eligibility for Federal tax provisions. The Federal Internal Revenue Code encourages the preservation of depreciable historic structures by allowing favorable tax treatments for rehabilitation and also provides for charitable contributions for conservation purposes of partial interests in historically important land areas or structures. For further information see 36 CFR 67.
3. Consideration of historic values in the decision by the State Board or Federal government to issue a surface coal mining permit where coal is located. For further information please refer to 30 CFR 700 et seq.
4. Eligibility for Federal grants-in-aid, whenever funds are appropriated by Congress. For further information, contact Mark Wolfe, Executive Director, Texas Historical Commission, P.O. Box 12276, Austin, Texas, 78711

Owners of private properties nominated to the National Register may concur or object to the nomination in accord with 36 CFR 60. Any owner or partial owner who objects to listing should submit a notarized statement (certifying ownership and objection to listing) to Mark Wolfe, State Historic Preservation Officer, Texas Historical Commission, P.O. Box 12276, Austin, Texas, 78711, by January 20, 2017. Each owner or partial owner of private property has one vote, regardless of how many whole or partial properties in the district are owned by that party. If a majority of private property owners object to the nomination, the district will not be listed; however, the State Historic Preservation Officer shall submit the nomination to the Keeper of the National Register for a determination of eligibility for inclusion in the National Register. If the district is then determined eligible for listing but not formally listed, the Advisory Council must still be given an opportunity to comment on Federal projects which may affect the district.

A copy of the nomination, the criteria used for evaluation, and more information on the results of listing are available from the State Historic Preservation Office, at the above address or telephone inquiries can be made at 512/463-5853. Comments on the nomination should be received by the State Historic Preservation Office before the State Board of Review meeting on January 21, 2017.