



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

October 9, 2020

6:00 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.

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

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. Public Comments on Work Session Items

Persons who desire to address the City Council on any item on the Work Session agenda are allowed three minutes to speak. Speakers are taken only at the beginning of the meeting, other than invited testimony.

Speakers are grouped by Work Session item and will be taken in the order of the Work Session agenda. Speakers must submit to the City Secretary a completed speaker's card before the beginning of the meeting. Speaker cards will not be accepted after the Mayor calls the meeting to order. Speaker cards are available in the lobby, at the visitor's side of the Work Session Room, and from members of staff.

Speakers are limited to addressing items on the Work Session agenda – any item relating to a Regular Session agenda item should be addressed at the Regular Session and any item not on an agenda may be addressed during the open microphone at the end of the Regular Session.

2. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

3. Written Briefings:

a. Garland New Sidewalk to DART Downtown Station

Written staff presentation and recommendation regarding an Advance Funding Agreement (AFA) with Texas Department of Transportation (TXDOT) for the construction of the Garland New Sidewalk to DART Downtown Station in Garland, Texas, prepared by Michael Polocek, Director of Engineering. Unless otherwise directed this item will be scheduled for formal consideration at the October 17, 2023, Regular Meeting.

b. School Zone on Miller Road

Written staff presentation and recommendation regarding the establishment of a school zone on Miller Road between Parkhurst Drive and Country Club, prepared by Paul Luedtke, Director of Transportation. Unless otherwise directed by Council, this item will be scheduled for formal consideration of the October 24 regular meeting.

4. Verbal Briefings:

- a. Discuss and consider parking for bicycles in the downtown area, and provide direction to staff where needed.**

Andy Hesser, Assistant City Manager, will give a presentation for Council's consideration regarding parking for bicycles in the downtown area. Unless otherwise directed by Council, this item will be scheduled for formal consideration at a future Regular Meeting.

- b. Discuss and consider Garland's Community Rating System (CRS), and provide direction to staff where needed.**

Michael Polocek, Director of Engineering will give a presentation for Council's consideration regarding Garland's Community Rating System (CRS) to provide some relief to those citizens paying for flood insurance in the designated Special Flood Hazard Area (SFHA).

- c. Discuss and consider GCACI Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement, and provide direction to staff where needed.**

Amy Rosenthal, Cultural Arts Director, will give a presentation regarding the 2023-2024 Garland Cultural Arts Commission Inc. (GCACI) budget the list of sub-grant recipients, and authorization of the City's execution of the agreement. Unless otherwise directed, this item will be considered for formal consideration at the October 17, 2023 Regular Meeting.

- d. Discuss and consider the 2024 City of Garland City Council Meeting Calendar, and provide direction to staff where needed.**

Staff will give a presentation for Council's consideration regarding the 2024 Garland City Council Meeting Calendar. This item will be brought back for formal consideration at a Council Regular meeting in November.

5. Discuss Appointments to Boards and Commissions

- a. Council Member Carissa Dutton**
- Susan Vaden - Library Board
 - Patrick Abell - Plan Commission

6. 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.

7. 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:

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

- the purchase, exchange, lease or value of real property located in the vicinity of the medical district (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071);
- the purchase, exchange, lease or value of real property located in the vicinity of 400 South First Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071);
- the purchase, exchange, lease or value of several tracts of real property located in the vicinity of LBJ and South Garland Avenue (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071);
- the purchase, exchange, lease or value of two tracts real property located in the vicinity of State Highway 66 between First Street and Dairy Road (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071);
- the purchase, exchange, lease or value of real property located in the vicinity of the 600 block of W. State Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071);
- the purchase, exchange, lease or value of real property located in the vicinity of the 1100 block of W. State Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071); and

- attorney/client matters concerning privileged and unprivileged client information related to nonconforming uses (551.071).
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8. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: October 9, 2023
Item Title: Garland New Sidewalk to DART Downtown Station
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Customer-Focused City Services
Sound Governance and Finances

ISSUE

Consider whether to enter into an Advance Funding Agreement (AFA) with Texas Department of Transportation (TXDOT) for the construction of the Garland New Sidewalk to DART Downtown Station in Garland, Texas.

OPTIONS

1. Adopt a Resolution which authorizes the City Manager to execute an AFA with TXDOT for the construction of the Garland New Sidewalk to DART Downtown Station in Garland, Texas.
2. Take no action.

RECOMMENDATION

Option 1.

If Council concurs, this item will be scheduled for formal consideration at the October 17, 2023 Regular Meeting.

BACKGROUND

1. As a result of 2022 Transportation Alternatives Set Aside Call For Projects For North Central Texas Region – Safe Routes To Rail Application, the Regional Transportation Council (RTC) approved the funding to the City on October 8, 2022. The project includes approximately 1.5 miles of the construction of sidewalks to provide safe pedestrian routes to Dallas Area Rapid Transit (DART) Downtown Garland Station. The North Central Texas Council of Governments (NCTCOG) and Regional Transportation Council (RTC) agreed to fund an amount of \$3,344,389.00 for the construction of the "Garland New Sidewalk to DART Downtown Station" project in Garland. The remaining balance would be paid through a commitment of local funds. The following is the estimated funds for the project by each Agency:

Description	Fiscal Year	Total Estimate Cost	Federal	State	Local Government Contribution
TXDOT Direct Costs (Engineering/ Environmental)		\$83,609.72	0	0	\$83,609.72
TXDOT Direct Costs (Construction)		\$83,609.72	\$66,887.78	0	\$16,721.94
Construction	2025	\$4,096,876.78	\$3,277,501.22	0	\$819,375.26
TXDOT Indirect Cost		\$193,782.25	0	\$193,782.25	0
TOTAL		\$4,457,877.97	\$3,344,389.00	\$193,782.25	\$919,706.92

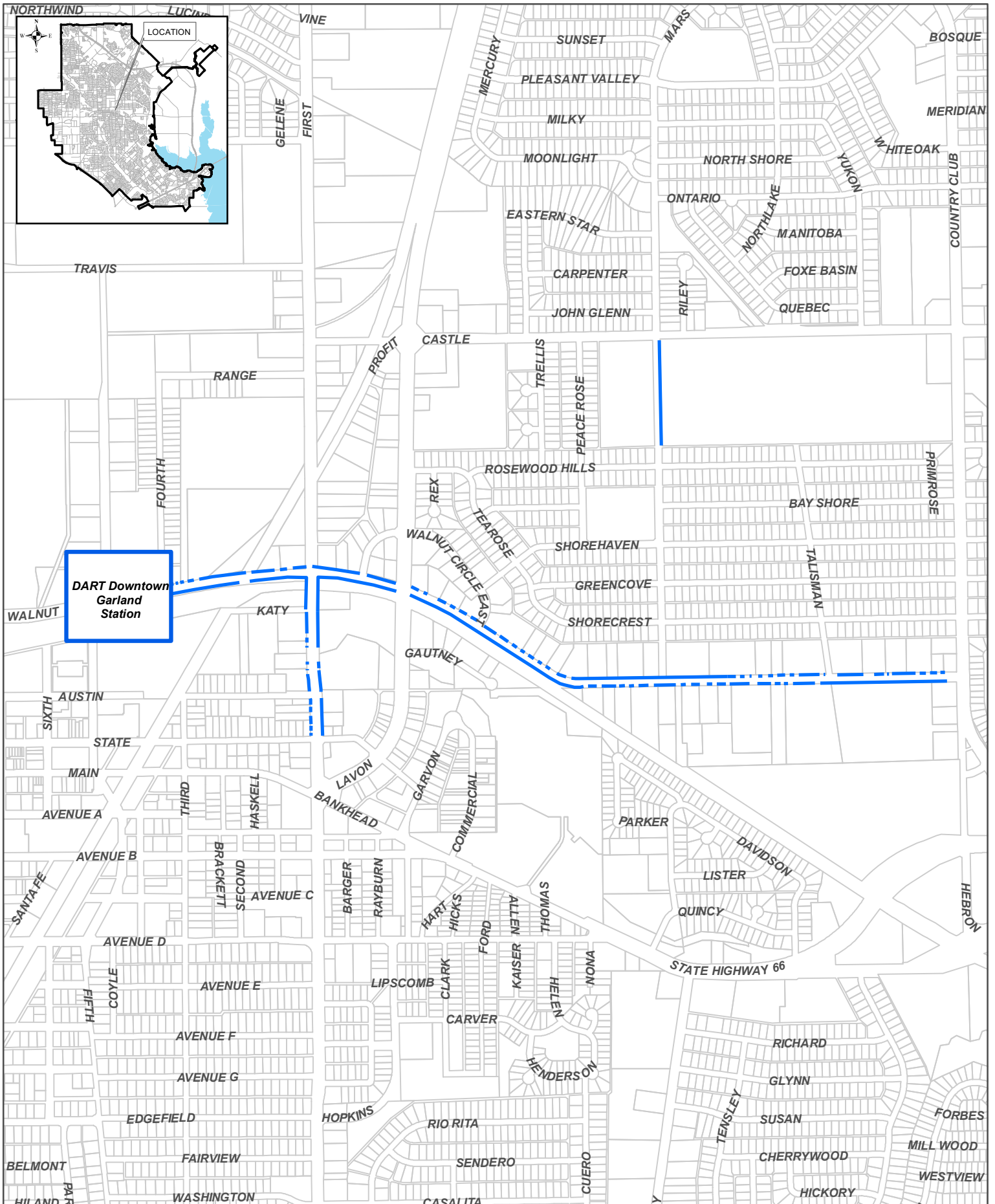
3. Local Government (City of Garland) shall be responsible for 20% of project construction cost and 100% of engineering design and construction cost overruns.

CONSIDERATION

1. Council action is required to authorize the City Manager to enter into the AFA with TXDOT.
2. The City Attorney's Office has reviewed the Advanced Funding Agreement.

Attachments

Location Map
Advanced Funding Agreement
Resolution



TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-470	AFA ID	Z00006565	CFDA No.	20.205
AFA CSJs	0918-47-470			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	15800		
Project Name	Garland New Sidewalk DART Downtown Station			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Garland (Local Government), acting through its duly authorized officials.

WITNESSETH

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

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as bicycle and pedestrian improvements (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116292 (MO) dated August 30, 2022 awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of the construction of sidewalks and other pedestrian safety improvements at and around the Downtown Garland DART Station bounded by Castle Drive on the north, North Country Club Road on the east, State Street on the south, and North 4th Street on the west.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government’s estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State’s In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee,

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to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

TxDOT:				Federal Highway Administration:	
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Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

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- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the

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federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such

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compliance must be maintained and made available to State and its representatives for review and inspection.

- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project

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will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Garland ATTN: City Manager 200 N. Fifth Street Garland, Texas 75050	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Advance Transportation Planning
4777 East U.S. Highway 80
Mesquite, Texas 75150-6643

All invoicing, payment, and project inquiries must include the following information:

County: Dallas
Local Government: City of Garland
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Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or

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by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

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- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.

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- C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order

12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

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- b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

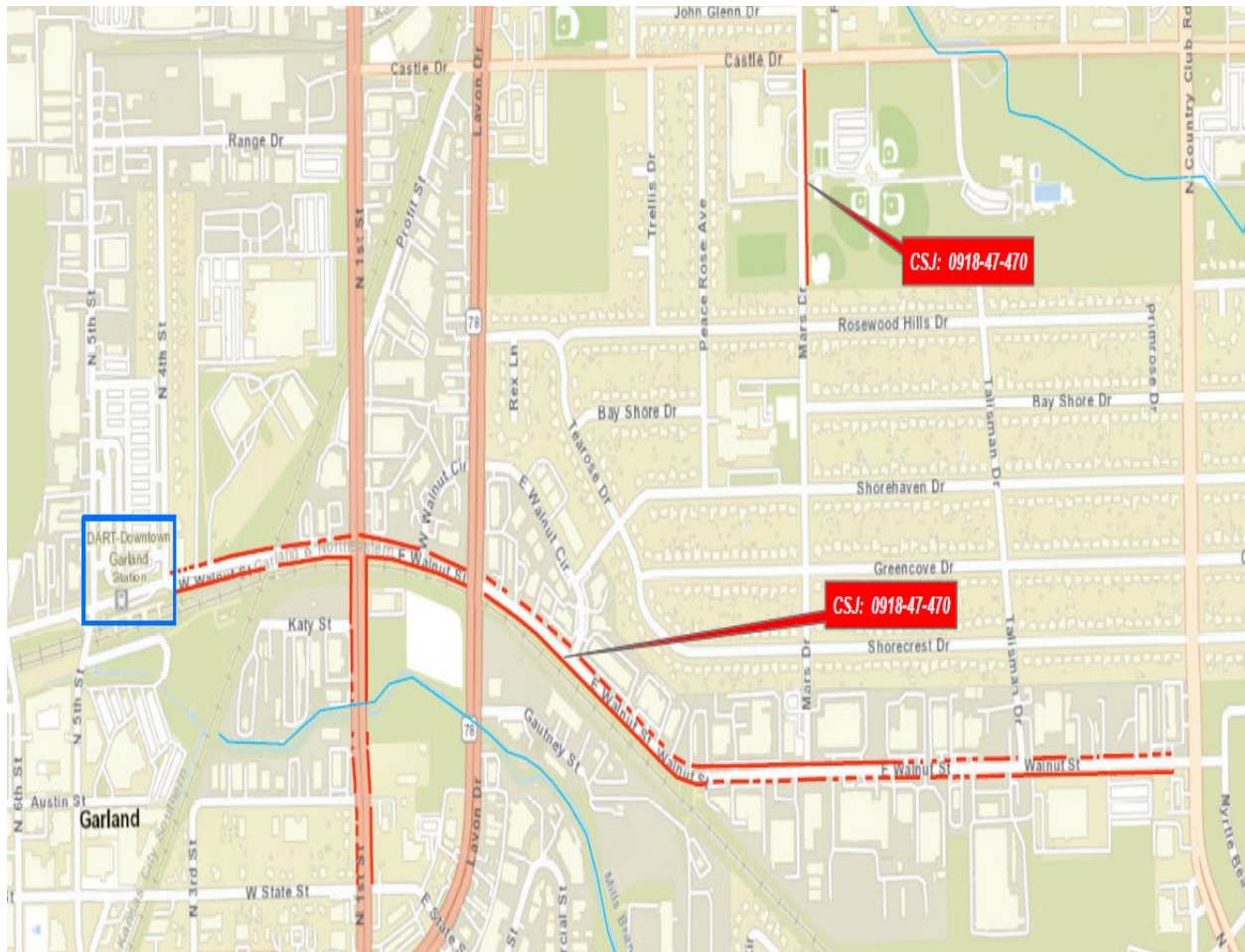
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Judson J. Rex
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-470	AFA ID	Z00006565	CFDA No.	20.205
AFA CSJs	0918-47-470			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	15800		
Project Name	Garland New Sidewalk DART Downtown Station			AFA Not Used For Research & Development	

ATTACHMENT A PROJECT LOCATION MAP



TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-470	AFA ID	Z00006565	CFDA No.	20.205
AFA CSJs	0918-47-470			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	15800		
Project Name	Garland New Sidewalk DART Downtown Station			AFA Not Used For Research & Development	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government (“LG”)								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$4,096,876.28							
Construction Engineering Cost	\$							
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$4,096,876.28	\$3,277,501.22		\$0		\$819,375.06	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$	\$0	0%	\$0	0%	\$0	0%	\$0
Eligible In-Kind Contribution Value	\$							

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-470	AFA ID	Z00006565	CFDA No.	20.205
AFA CSJs	0918-47-470			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	15800		
Project Name	Garland New Sidewalk DART Downtown Station			AFA Not Used For Research & Development	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$20,902.43	0%	\$0	0%	\$0	100%	\$20,902.43
Environmental Cost ¹	\$20,902.43	0%	\$0	0%	\$0	100%	\$20,902.43
Right of Way ¹	\$20,902.43	0%	\$0	0%	\$0	100%	\$20,902.43
Utilities ¹	\$20,902.43	0%	\$0	0%	\$0	100%	\$20,902.43
Construction ²	\$83,609.72	80%	\$66,887.78	0%	\$0	20%	\$16,721.94
Direct State Costs Subtotal	\$167,219.44		\$66,887.78		\$0		\$100,331.66
Indirect State Cost	\$193,782.25		\$0	100%	\$193,782.25		\$0
TOTAL PARTICIPATION	\$4,457,877.97		\$3,344,389.00		\$193,782.25		\$919,706.72
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$0

- The estimated total participation by Local Government is \$919,706.72 plus 100% of overruns.
- Total estimated payment by Local Government to State is \$100,331.66.
- ¹Local Government's first payment of \$83,609.72 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$16,721.94 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-470	AFA ID	Z00006565	CFDA No.	20.205
AFA CSJs	0918-47-470			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	15800		
Project Name	Garland New Sidewalk DART Downtown Station			<i>AFA Not Used For Research & Development</i>	

- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$3,344,389.00.

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-47-470	AFA ID	Z00006565		CFDA No.	20.205
AFA CSJs	0918-47-470				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	15800			
Project Name		Garland New Sidewalk DART Downtown Station			AFA Not Used For Research & Development	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the subject of the proposed Advance Funding Agreement ("AFA") involves the Garland New Sidewalk to DART Downtown Station in the City of Garland (the "Project"); and

WHEREAS, in accordance with the "2022 Transportation Alternatives Set-Aside Call for Projects for North Central Texas Region - Safe Routes to Rail Application", the Regional Transportation Council approved the funding to the City on October 8, 2022. The Project includes approximately 1.5 mile of construction of sidewalks to provide safe pedestrian routes to Dallas Area Rapid Transit Downtown Garland Station ("Downtown Dart Station").

WHEREAS, the Project construction cost is estimated to be Four Million One hundred Eighty thousand Four hundred Eighty-Six Dollars and no cents (\$4,180,486.00); and

WHEREAS, The North Central Texas Council of Governments (NCTCOG) and Regional Transportation Council (RTC) agreed to fund an amount of Three Million Three hundred Forty-Four Thousand Three Hundred Eighty-Nine Dollars and no cents (\$3,344,389.00). Local Government (City of Garland) shall be responsible for 20% of project construction cost and 100% of Preliminary Engineering, Environmental study, and cost overruns. Estimated City Cost is Nine Hundred Nineteen Thousand Seven Hundred and Six Dollars and Seventy-Two Cents (\$919,706.72) plus overruns. The State Indirect Cost is One Hundred Ninety-Three Thousand Seven Hundred Eighty-Two Dollars and Twenty-Five cents (\$193,782.25); and

WHEREAS, the City is the Lead Agency for the Project and will provide the Project Manager; and

WHEREAS, a copy of the AFA in substantially final form is attached hereto as Exhibit "A"; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with one another for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects;

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

Section 1

That the City of Garland authorizes the City Manager to enter into an Advanced Funding Agreement (AFA) with the Texas Department of Transportation for the construction of the Garland New Sidewalk to the Downtown DART Station in Garland, Texas, as set out in the AFA attached hereto as Exhibit "A".

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 2

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

PASSED AND APPROVED this the 17th day of October, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: October 9, 2023
Item Title: School Zone on Miller Road
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Safe Community

ISSUE

Several children are walking across Miller Road to reach the GISD Alternative Education Center on the south side of Miller Road. A school zone will provide additional safety for these children.

RECOMMENDATION

Establish a school zone on Miller Road between Parkhurst Drive and Country Club. If council concurs an ordinance will be placed on the consent agenda of the October 24 regular meeting.

BACKGROUND

- GISD contacted the Transportation Dept regarding children crossing Miller Road to reach the GISD Alternative Education School at the southwest corner of Miller Road and Country Club Road.
- Transportation Staff observed 11 children crossing Miller Road between Parkhurst Drive and Country Club Road.
- Transportation Staff determined that a school zone was justified to increase safety for these school children.
- The school zone will be in effect for the minimal amount of time in order to provide safety for these school children.

CONSIDERATION

- A school zone will increase delay to motorists during school hours
-



GARLAND POLICY REPORT

City Council Work Session Agenda

4. a.

Meeting Date: October 9, 2023
Item Title: Parking for Bicycles in the Downtown Area
Submitted By: Andy Hesser, Managing Director
Strategic Focus Areas: Commercially Thriving Downtown
Enhanced Quality of Life through Amenities, Arts, and Events
Vibrant Neighborhoods and Commercial Centers
Customer-Focused City Services
Future-Focused City Organization

ISSUE

A need has been identified to provide additional locations within the Downtown Square and surrounding streetscapes for secured bicycle parking.

OPTIONS

1. Install 3 bike lockers at the State St. entrance of the parking garage behind City Hall that will replace the existing bike racks.
2. Provide additional bike racks at the following locations:
 - 1 bike rack along State St. between 5th St. and 6th St.
 - 1 bike rack along 6th St. between State St. and Main St.
 - 2 bike racks at the SE corner of 7th St. and Main St.

RECOMMENDATION

Staff recommends approval to add three (3) bike lockers in the parking garage behind City Hall and four (4) bike racks along the Downtown streetscapes.

BACKGROUND

Many Garland residents are diversifying their mobility options to include bicycles for transportation around the city. The City wants to encourage visits to the Downtown Square for extended periods of time and is providing amenities to encourage pedestrian activation. Bicyclists look for safe and secure locations to park their equipment while dining, shopping, and exploring the area. This recommendation will ensure the appropriate amenities are available when patrons on bicycles visit the newly renovated downtown district. This topic was discussed at the Development Services Committee meetings on June 19, 2023 and August 14, 2023, and this item was requested to be brought in front of Council for discussion.

CONSIDERATION

1. Authorize staff to proceed with installation of three (3) bicycle lockers in the parking garage behind City Hall.
2. Authorize staff to proceed with installation of four (4) additional bike racks at the aforementioned locations within Downtown Garland. Please refer to attached exhibit for proposed locations.

Attachments

Presentation



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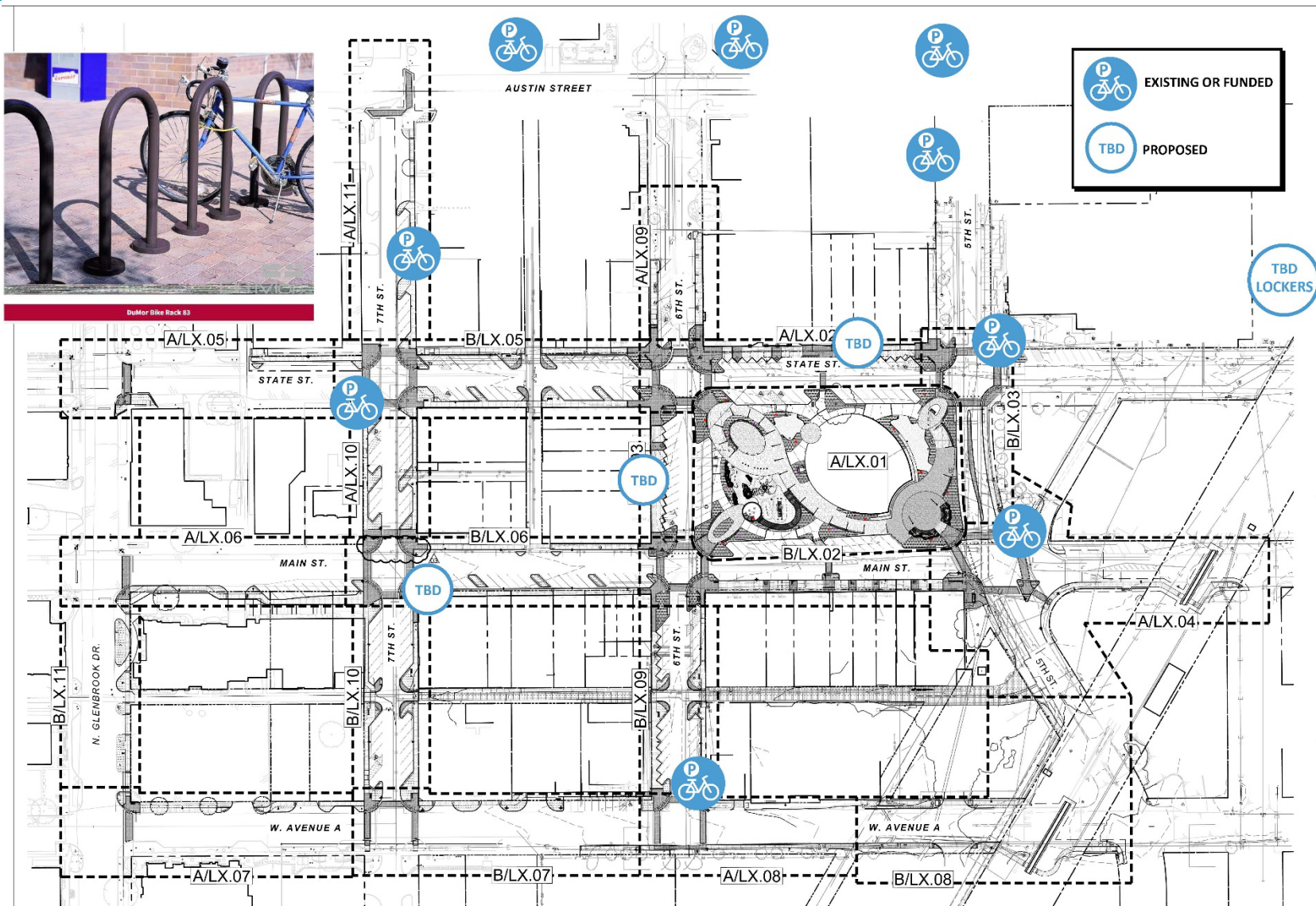
Downtown Bike Lockers and Racks

City Council Work Session – September 18, 2023



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Downtown District





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Locker Example

CYCLESafe SECURE BICYCLE PARKING

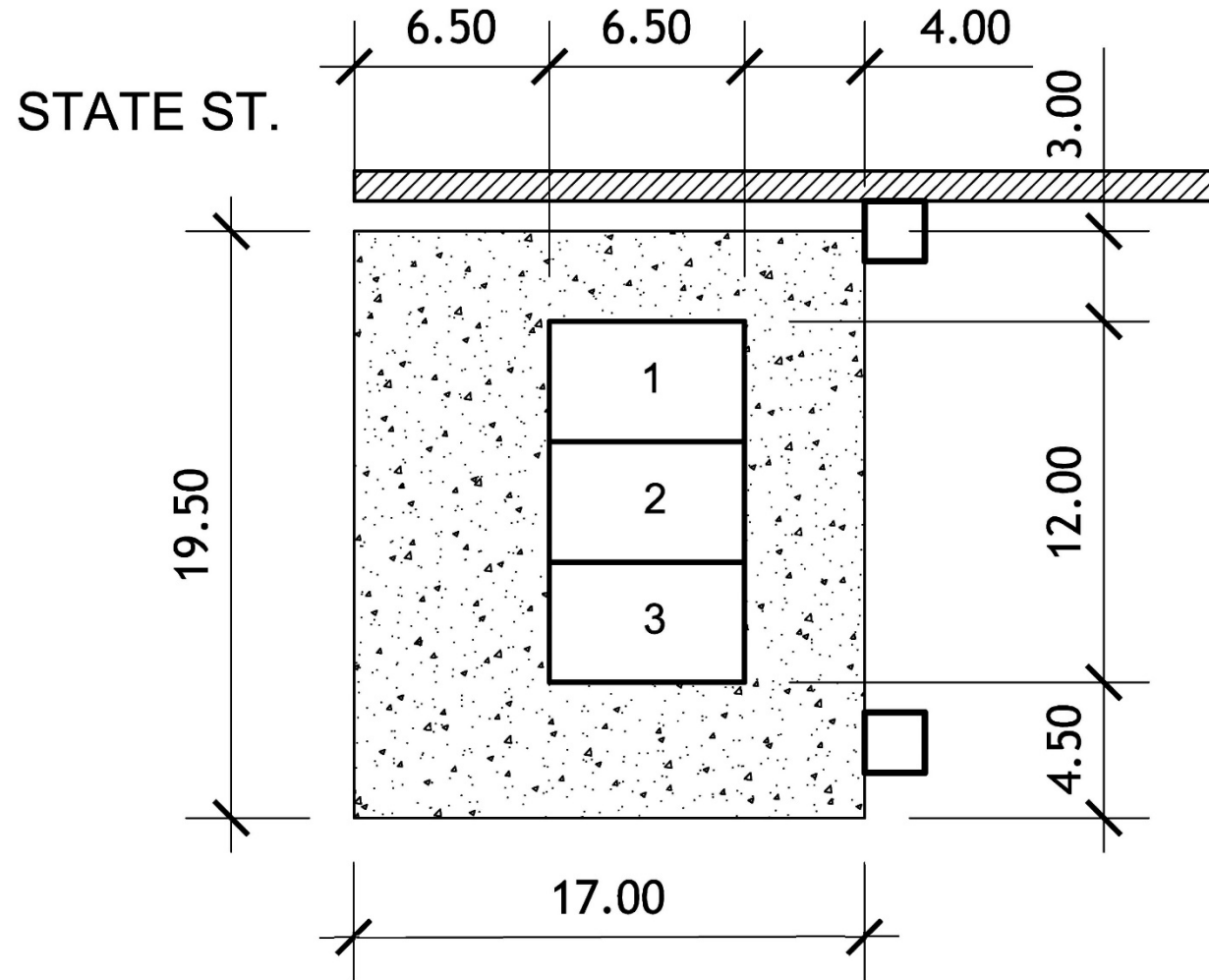
**PROVIDING
INNOVATIVE
BICYCLE PARKING
SOLUTIONS**





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Proposed Layout – 3 Units

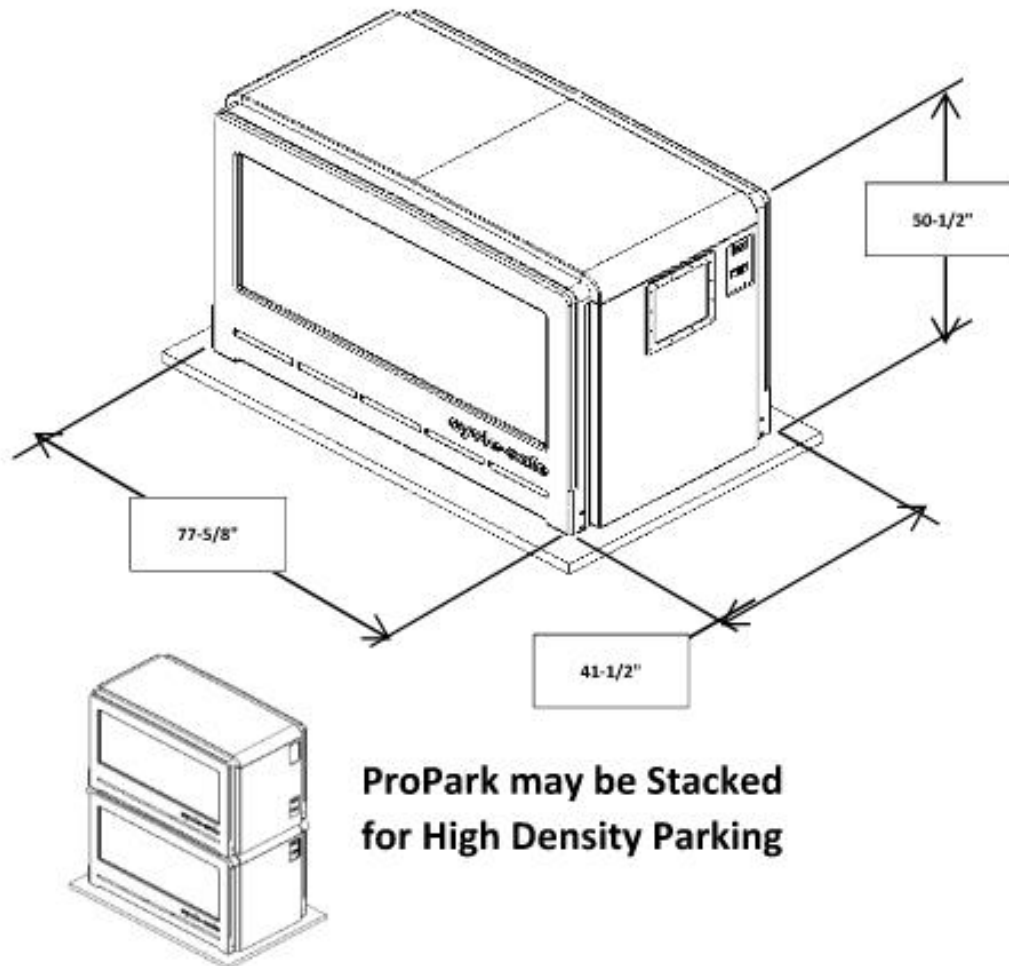




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Locker Dimensions

ProPark Locker System



**ProPark may be Stacked
for High Density Parking**

2-Bicycle Locker Weight:

450lbs [204kg]

Door Opening:

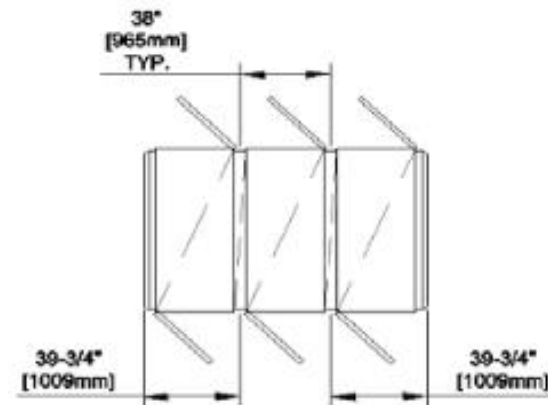
30-3/4" x 45"

[781mm x 1143mm]

All Plastic Construction

UV & Graffiti resistant paint

Interlocking Design





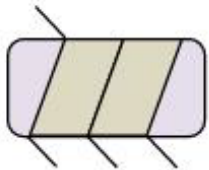
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Locker Configuration

ProPark Series - 2 door locker (starting at \$4,800)

- \$3,800 (modular)
- \$1,000 Bluetooth lock
- Shipping cost (TBD)
- Owner assembly required

EXTENSION BICYCLE LOCKER

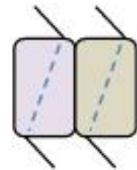


1 DOUBLE STARTER
2 SINGLE ADDERS
4 Doors
2 Standard Bicycles
2 Extended Bicycles

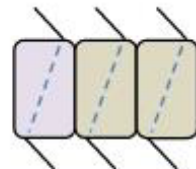
DOUBLE SIDED LOCKERS



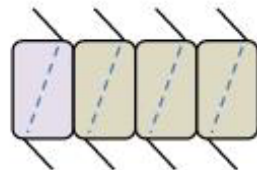
1 STARTER
2 Doors
2 Bicycles



1 STARTER
1 ADDER
4 Doors
4 Bicycles



1 STARTER
2 ADDERS
6 Doors
6 Bicycles

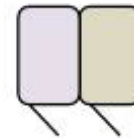


1 STARTER
3 ADDERS
8 Doors
8 Bicycles

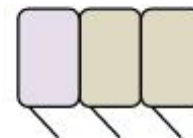
SINGLE SIDED LOCKERS



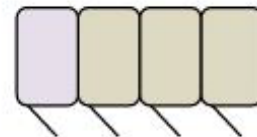
1 STARTER
1 Door
1 Bicycle



1 STARTER
1 ADDER
2 Doors
2 Bicycles



1 STARTER
2 ADDERS
3 Doors
3 Bicycles



1 STARTER
3 ADDERS
4 Doors
4 Bicycles

STARTER w/
Standard Side



STARTER w/
View Thru Side



STARTER &
ADDER w/
Standard Side





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Locks and Rentals

•Lock Options

- Keyed
- Keypad (coded per rental)
- Self-lock
- **Bluetooth (best option but most costly)**
 - \$1,000 per door
 - Movatic App with QR Code
 - Admin software (5-year license included)
 - \$120 per year after 5 years
 - 10 AA batteries (replace 2x per year)

•Rentals

- Customizable
- Memberships
- Hybrid paid/free
 - Example - Door opening fee \$0.50;
Hourly \$1.00



(Digital Access
Lock up-close)



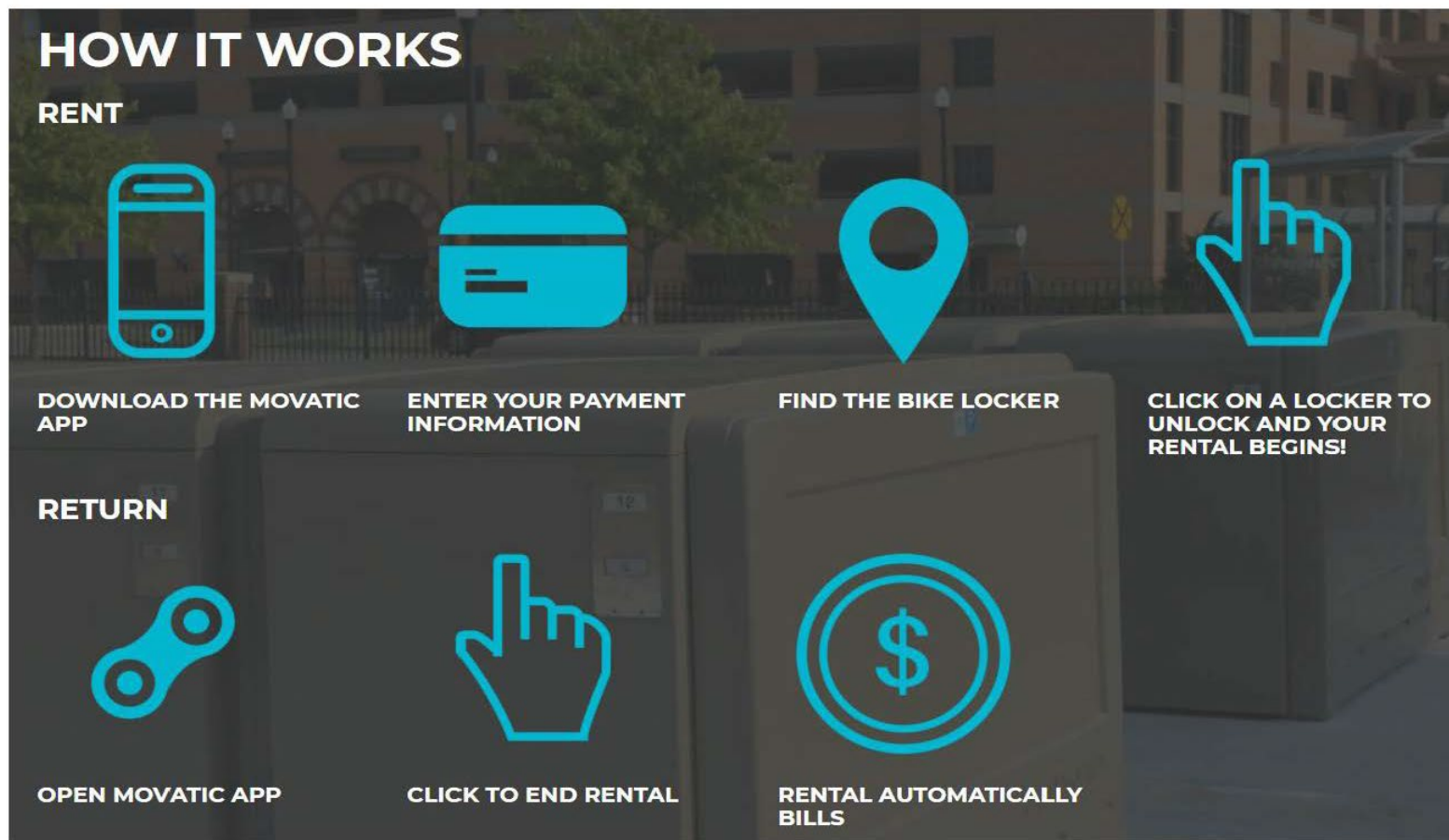
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Locks and Rentals



CycleSafe®
Simple. Strong. Secure.

HOW DO YOU RENT LOCKERS?



Locks and Rentals



CYCLESafe BIKE LOCKERS: **ADVERTISING & MARKETING**

MESSAGING & BRANDING CONTENT IDEAS TO USE ON OUR DISPLAY PANELS:

- Able to sell Advertisements, Sponsorships, Partnerships to local businesses with Display Panels
- Wayfinding and navigation
- Promoting the “Bike Locker Program”
- As artwork (credit)



SECURE BIKE PARKING

Provided by  **CycleSafe**
SECURE BICYCLE PARKING

Powered By  **movatic**

HOW TO RENT ME

1. 
Download the
Movatic App

2. 
Enter Payment
Info

3. 
Find Bike
Locker

4. 
Click on a Locker to
Unlock and Your
Rental Begins

RETURN ME

1. 
Open Movatic
App

2. 
Click to End
Rental

3. 
Rental
Automatically Bills

SCAN ME

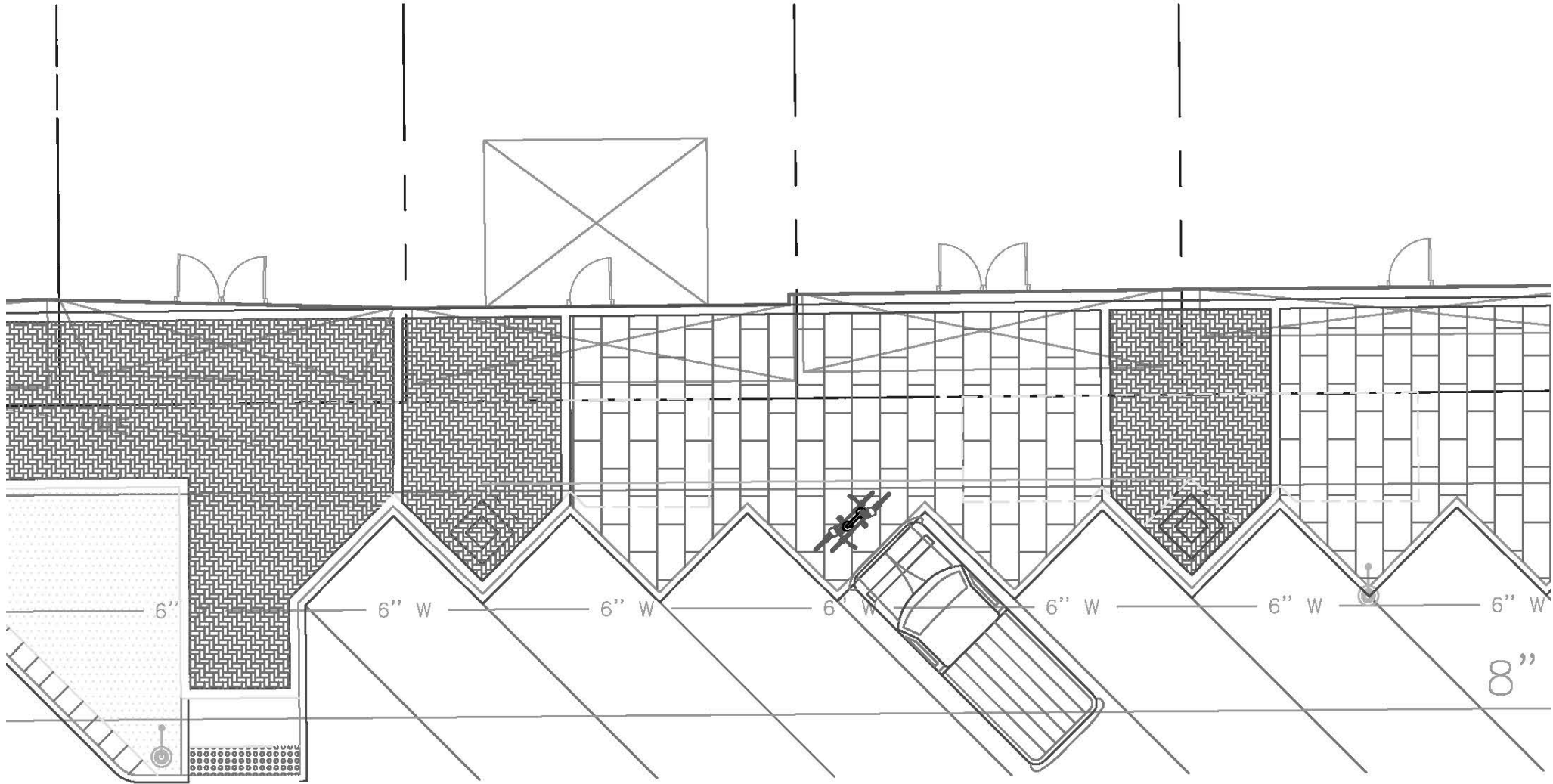


Follow this QR Code for
quick access to download
the movatic app



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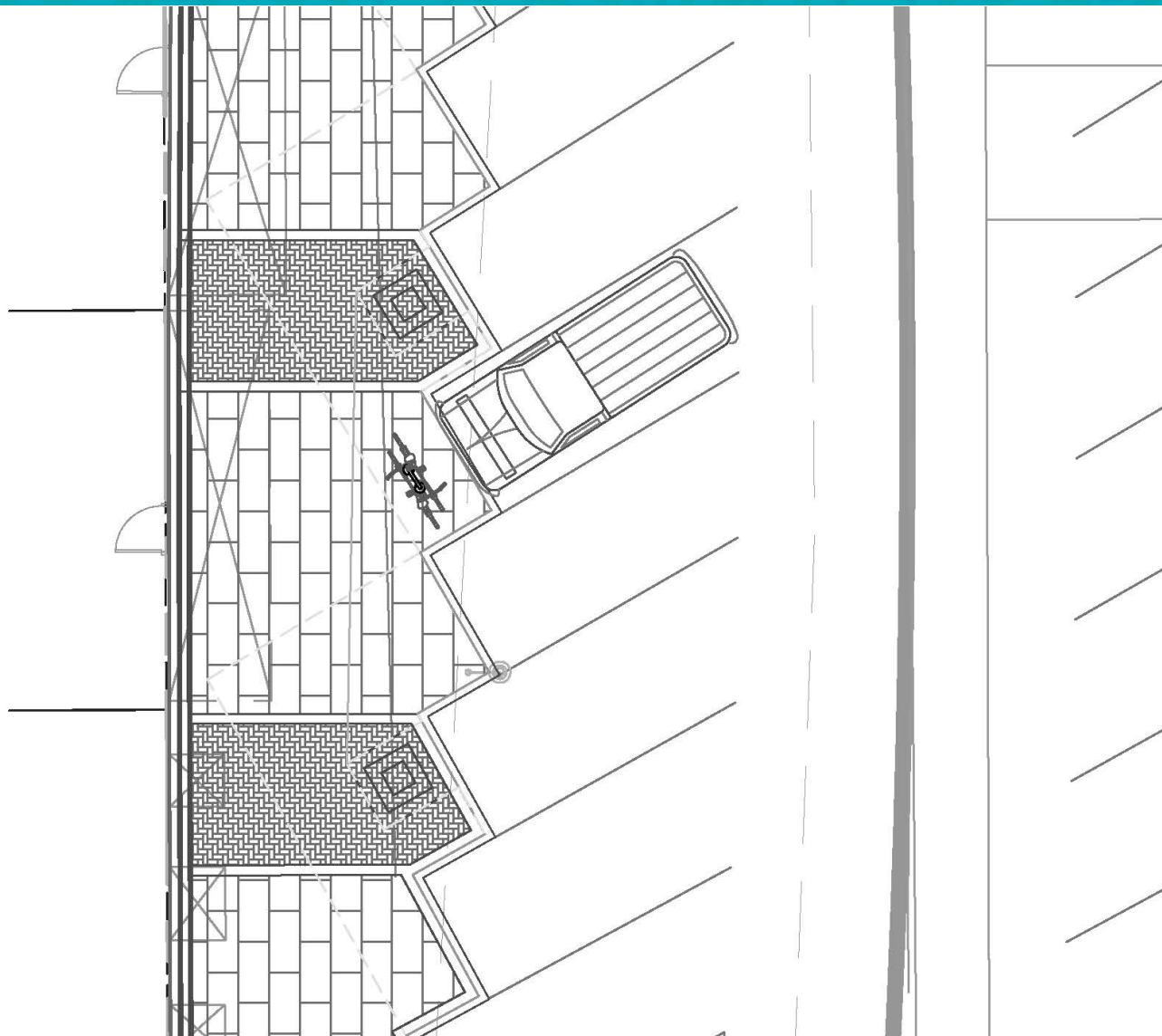
TBD – State Street





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TBD – 6th Street





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. b.

Meeting Date: October 9, 2023

Item Title: Community Rating System (CRS) Update

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

This briefing is a followup to an item previously considered in the Transportation, Infrastructure and Mobility Committee agenda. Staff has worked with Garland's CRS Representative to provide some relief to those citizens paying for flood insurance in the designated Special Flood Hazard Area (SFHA).

Recommendation/Action Requested and Justification

Council briefing and questions.

Attachments

CRS Update



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Community Rating System (CRS) Update

Council Work Session
October 9, 2023



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CRS Program

The National Flood Insurance Program's (NFIP) CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.

As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.



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CRS History

- 1968 – The National Flood Insurance Act of 1968 launched the National Flood Insurance Program (NFIP)
- 1971 – The City of Garland (City) becomes a participant in the NFIP on April 16, 1971. Homeowners could purchase flood insurance for the first time. City adopts the FEMA Floodplain Maps.
- 1979 - The City creates and adopts an Ordinance restricting development within FEMA Floodplain areas.
- 1997 – The City becomes a participant in the Community Rating System (CRS) on October 1, 1997 resulting in a discount on Flood Insurance Policy premiums for those living in Garland.



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How the CRS is Calculated

- FEMA published a 641 page CRS Coordinator's Manual in 2017. A subsequent 68 page Addendum was published in 2021.
- 4 Categories are spelled out in the CRS Coordinator's Manual
 1. Public Information
 2. Mapping and Regulations
 3. Flood Damage Reduction Activities
 4. Flood Warning and Response



How the CRS is Calculated (Cont.)

- Various Types of Activities under each category include:
 - ▶ Stormwater and Flooding Education (ENG)
 - ▶ Emergency Management Plans (OEM, Street, ENG)
 - ▶ Flood Mitigation Projects (ENG, PMO)
 - ▶ Stormwater Maintenance (Street, ENG)
 - ▶ Addressing Citizens' Flood Risk Inquiries (ENG)
 - ▶ Annual City Press Publication (ENG, PR)
 - ▶ Annual Notification to Property Owners in High Risk Areas (ENG)
 - ▶ Other Activities...



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How the CRS is Calculated (Cont.)

- Each Activity has a maximum number of points for certain tasks achieved by the City.
 - Points are added up for a total and a Classification is determined for the City.
 - Based on the Classification, a reduction in Flood Insurance premiums for the property owner.
-
- Since we began participating in 1997, the City has maintained a Class 7 certification
 - Garland was required to recertify its Class 7 ranking in October 2022.



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Reclassification Efforts

- City worked with our CRS Representative out of Louisiana for about 1½ years
- CRS Representative helped streamline the 727-page manual
- Manual was condensed to a more manageable, 28-page checklist
- City recognized we were already performing activities that qualified for additional points
- The City complied additional data, implemented minor procedures, posted information on the City website, etc... resulting in 465 additional points
- The CRS Representative performed an on-site "audit" verified Garland's activities
- Garland was Reclassified from a 7 to a 6 became effective October 1, 2023



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CRS Classes\Discounts

CRS Credit Points	CRS Class	CRS Discount (Premium Reduction)
4,500+	1	45%
4,000 – 4,499	2	40%
3,500 – 3,999	3	35%
3,000 – 3,499	4	30%
2,500 – 2,999	5	25%
2,000 – 2,499	6	20%
1,500 – 1,999	7	15%
1,000 – 1,499	8	10%
500 – 999	9	5%
0 – 499	10	0

Garland – 2112 pts.



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Garland Residents Benefit

- 238 Flood Insurance Policies in Garland for properties located in the Special Flood Hazard Area (SFHA)
- The additional 5% averages \$88 per year savings per flood insurance policy
- Total savings for all Garland policy holders is \$20,944



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CRS Classification Comparison

- ▶ October 1, 2023 – Garland is a Class 6 (20% Reduction on Insurance Premiums)
- ▶ 74 Cities in Texas Participate in the CRS Program
- ▶ 7 Cities in Texas have a better classification than Garland
- ▶ Of the 20 Cities in the DFW Area that participate, 3 have a better classification than Garland.

Dallas 3	Benbrook 6	North Richland Hills 7	Duncanville 8	Richardson 8
Grand Prairie 4	Carrollton 6	Plano 7	Flower Mound 8	Richland Hills 8
Arlington 5	Coppell 6	Cleburne 8	Haltom City 8	Lewisville 9
Garland 6	Fort Worth 7	Denton 8	Hurst 8	Burleson 10



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Class 5?

- Can we achieve a Class 5 rating?
 - ▶ Program will require additional tasks be performed in the various categories
 - ▶ Most likely we cannot achieve the necessary point total in a single category
 - ▶ Additional tasks will impact multiple departments
 - ▶ Additional tasks will have to be evaluated
 - ▶ Resources necessary to sustain the efforts of the additional tasks?
 - ▶ Perform a benefit to cost analysis?



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CRS Program Update

Questions?



GARLAND CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. c.

Meeting Date: October 9, 2023

Item Title: Consider GCACI Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement

Submitted By: Amy Rosenthal, Cultural Arts Director

Summary of Request/Problem

ISSUE

Staff seeks Council approval of the 2023-2024 budget of the Garland Cultural Arts Commission, Inc. (GCACI), sub-grant recipients, and authorization of the City Manager's execution of the "Hotel Occupancy Tax Program Management Agreement" between the City of Garland and the GCACI.

OPTIONS

Council may follow staff's recommendation to approve the 2023-2024 GCACI budget, the list of sub-grant recipients, and authorize the City's execution of the agreement; Return the item to staff for further review and discussion; Do not approve the 2023-2024 GCACI budget, list of sub-grant recipients, nor authorize execution of the agreement, thereby canceling the \$190,843.00 in revenues, which support cultural arts in Garland.

RECOMMENDATION

This item is scheduled for formal consideration at the October 17, 2023 Regular Meeting.

BACKGROUND

In February 1986, the Garland City Council created the nine-member Garland Cultural Arts Commission to serve as a liaison between the City and all community based arts related programs, and historical organizations. The Commission's primary goal is to increase the visibility of the arts and promote an active and diverse arts culture in Garland. In 1987, the Commission created the private non-profit Garland Cultural Arts Commission Inc. (GCACI) to pursue various sources of revenue, contributions and support in order to grow a cultural arts grant program to provide funding assistance to meritorious arts and historical groups. The GCACI administers this grant program, funded primarily through revenues received from Hotel Occupancy Tax funds. Since the program's inception in 1987, grant funds have contributed over \$2 million towards the advancement of local cultural arts organizations. GCACI's extensive promotional efforts have been the foundation for building Garland's cultural tourism, which attracts thousands of arts patrons from throughout North Texas to Garland's arts facilities and activities. The Cultural Arts staff reviews the applicants to ensure all organizations presented to the GCACI have met requirements for the granting process. The GCACI

conducts interviews with each organization requesting funding, and then moves through the process with staff's guidance using a scoring rubric for applicants, followed by open panel discussion, and award granting.

CONSIDERATION

The attached "Hotel Occupancy Tax Program Management Agreement" in the amount of \$190,843 provides the GCACI with a percentage of the hotel occupancy tax net revenue from Quarter 3 of 2021 thru Quarter 2 of 2022. As a provision of this agreement, the GCACI annually adopts a budget which details the proposed expenditures of the revenues provided by this program. Attachments include the GCACI budget and list of GCACI sub-grant recipients approved September 19, 2023 by the GCACI for this 2023-2024 fiscal year.

Recommendation/Action Requested and Justification

RECOMMENDATION

Staff recommends approval of the 2023-2024 GCACI budget, the list of sub-grant recipients, and authorization of the City's execution of the agreement.

Attachments

FY24 Hotel Agreement GCACI
FY24 GCACI Proposed Budget
FY24 GCACI Presentation

GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI)
HOTEL OCCUPANCY TAX
PROGRAM MANAGEMENT AGREEMENT

This Hotel Occupancy Tax Program Management Agreement (this “Agreement”) is made and entered into by and between the City of Garland, Texas, a Texas home-rule municipality (the “City”) and the Garland Cultural Arts Commission, Inc., a non-profit corporation organized under the laws of Texas (“GCACI”).

WHEREAS, Chapter 351, TEXAS TAX CODE authorizes a municipality that levies and collects a hotel occupancy tax to expend a portion of the revenues from such tax for the encouragement, promotion, improvement and application of the arts, and for certain historical preservation and restoration projects, activities and related promotions; and

WHEREAS, Sec. 351.101(c), TEX. TAX CODE, authorizes the governing body of a municipality to delegate by contract the management or supervision of programs and activities funded with revenue from the hotel occupancy tax authorized by Chapter 351, Texas Tax Code; and

WHEREAS, GCACI has agreed to manage and supervise various programs and activities relating to the encouragement, promotion, improvement and application of the arts;

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the City and GCACI agree as follows:

Section 1. General Responsibilities of the GCACI. GCACI shall develop, operate, and administer: (i) programs and activities for the encouragement, promotion, improvement, and application of cultural arts within the City and at City facilities; and (ii) projects, activities, advertising and promotional programs for historical restoration and preservation. A detailed, written description of all such programs, activities, projects, advertisements, and promotions (collectively referred to as the “Program”) shall be provided to the City Manager annually upon renewal of this Agreement and shall be updated not less than quarterly as part of the periodic reporting required by Section 4 of this Agreement.

Section 2. Hotel Occupancy Tax Revenues. In consideration of GCACI’s development, operation, and administration of the Program, the City shall pay to GCACI \$190,843.00. In no event shall the payment under this Agreement exceed the amount City may lawfully allocate under Sec. 351.103(c) or fifteen percent (15%) of the hotel occupancy tax revenue actually received in hand by the City for the applicable fiscal quarter(s) used to calculate the amount. The City shall remit payment of Program funds to GCACI on or before October 30, 2023. GCACI shall maintain all revenues received by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

Section 3. Budget. GCACI shall annually prepare and submit to the City a budget detailing all proposed uses and expenditures of the revenues to be provided to the GCACI under this Agreement, including any and all proposed uses and expenditures of revenues intended to be granted by GCACI to subgrantees. If approved by the City Council of the

City, the budget shall be made a part of this Agreement as Exhibit “A”, and all of GCACI expenditures of revenues received by the City under this Agreement shall be made in accordance with the approved budget.

Section 4. Limitation on Expenditures; Periodic Reporting.

- (A) For the purposes of this agreement, “convention center facilities” means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the City or that are managed in whole or part by the City.
- (B) Revenue from hotel occupancy taxes paid to GCACI by the City under this Agreement shall be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:
 - (1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
 - (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
 - (3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City;
 - (4) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creating writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
 - (5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
 - (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or
 - (b) located elsewhere in the City or its vicinity that would be frequented by tourists and convention delegates; and
 - (6) Any other related purpose authorized by Chapter 351, TEX. TAX CODE, as may be amended from time to time.
- (C) None of the hotel occupancy tax revenues provided to GCACI under this Agreement may be spent for:

- (1) travel for a person to attend an event or conduct an activity, the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner; or
 - (2) programs, activities, or any other use located outside the territorial limits of the City of Garland.
- (D) GCACI shall provide a written report to the City Council, through the City Manager no less than quarterly each City fiscal year listing the expenditures made by the GCACI with and or the hotel occupancy tax revenue provided to GCACI under this Agreement. Additionally, on an annual basis, GCACI shall send to the City Manager a written report showing the activities conducted under the GCACI program for the preceding year. The report shall also indicate cumulative expenses and revenues for the preceding year. Financial reports shall show the relationship of actual expenses to the authorized budgeted expenses shown in the budget.
- (E) In addition to making, submitting, and filing the report in the manner described above, GCACI, if requested by the City shall make an oral presentation of such report at a regular City Council meeting. Minutes and financial reports shall be sent to the City Manager and City's Internal Audit Department after each quarterly meeting.
- (F) Subgrants. GCACI may by written contract make subgrants of Program funds for the encouragement, promotion, improvement, and application of the arts, to another person, entity or private organization. Prior to making subgrants of Program funds to third-parties, GCACI must include the proposed subgrant, including detailing the identity of the subgrantee and all proposed uses of the Program funds, in the budget required by above Section 3 and approved by the City Council. Written contracts between GCACI and subgrantees shall require that the subgrantee:
- (1) restrict the use of Program funds to the program or activity expressly identified in the approved budget;
 - (2) at least annually make periodic reports to the governing body of its expenditures of Program funds;
 - (3) make any and all records of these expenditures available for review by the City; and
 - (4) return to GCACI any and all Program funds not spent within the budget year in which the funds were granted.

Section 5. Responsibility for Funds; Audit of the GCACI.

- (A) GCACI acknowledges that the approval by the City Council of the annual budget of the GCACI for the functions and activities to be undertaken by GCACI pursuant to this Agreement creates a fiduciary duty in the GCACI with respect to the revenue provided by the hotel occupancy taxes that are made available to GCACI under this Agreement.

(B) GCACI shall maintain complete and accurate financial records of all expenditures of revenues provided to GCACI by the City under this Agreement. GCACI shall make all such books and records fully, completely and promptly available to the City through which an operational audit of all funds and activities of the Program may be made by the Internal Auditor of the City.

Section 6. Prohibition on Discrimination. GCACI shall not discriminate against any person in the development, operation or administration of any aspect of the Program on the basis of race, creed, sex, national origin or handicapped status.

Section 7. Termination. Either party may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty-days prior to the date of termination. Upon the termination of this contract, either due to the expiration of the stated term hereof or due to the exercises by either party of the above described right of termination, any balance of funds in the account established for the GCACI program, as well as any equipment or other party which has been purchased from those accounts or transferred from the City shall belong to and be returned to the City. This provision shall not prevent the City and the GCACI from agreeing to use any such fund balance for the continuation of the GCACI program in the event the parties enter into another subsequent contract. The City shall not be responsible for any obligations made outside the contract period.

Section 8. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by a courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver. Either City or GCACI shall have the right to waive any requirement contained in this Agreement, which intended for the waiving party's benefit, but except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waive of any

other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 17. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 18. Computation of Deadlines. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

Section 20. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this

Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 21. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 22. No Waiver of Immunity or Defense. No party, by execution of this Agreement, waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

EXECUTED on the dates indicated below but deemed to be effective as of the 17th day of October, 2023.

GARLAND CULTURAL ARTS COMMISSION, INC.

DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

Judson Rex, City Manager

FY24 - 2023-2024 Proposed Budget
Garland Cultural Arts Commission, Inc.

REVENUES

Hotel Occupancy Tax Revenue	190,843
<i>Site fees & Fundraising</i>	<i>6,000</i>

TOTAL INC	\$196,800
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EXPENDITURES

Grant Awards	147,000
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Additional Arts Activities & Promotions

GISD Arts Competition Awards & Reception	4,500
Advertising Mailers & Promotions	10,000
Event Support & Entertainers	11,500
Art Vibe Garland!	3,000
Pop-ups, Public Art	7,375
Special projects	3,043

Membership/Misc Administrative

Chamber & Arts Memberships	3,425
CPA Fees	800
Misc. Administrative Services	200

TOTAL EXP	\$190,843
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<i>Reserve</i>	<i>\$6,000</i>
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GARLAND
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Cultural Arts

GCAC, Inc. Grant Recommendations

October 9, 2023

Amy Rosenthal, Cultural Arts Director

GCAC, Inc. – FY24 Grant Cycle

- ****NEW**** Online application process for arts groups & commissioners
- Open Aug 1 & Due Aug 31
- Commissioner interviews Sept 12
- Commissioners submit scores Sept 18
- Commissioners vote on Award Recommendations based on scores Sept 19
- Council Work Session to present Award Recommendations Oct 9
- Council Regular Session to Confirm Awards Oct 17

GCAC, Inc. – Applicant Overview

2021 Applicants:

1. Achievement Center
2. Breitling Performing Arts
3. Company of Rowlett Players
4. Dallas Ballet Company
5. Garland Civic Theatre
6. Garland Summer Musicals
7. Garland Symphony Orchestra
8. Landmark Heritage Society
9. Master Music Company
10. People Centered Lighthouse
11. Red Warriors
12. Texas Winds

2022 Applicants:

1. Breitling Performing Arts
2. Company of Rowlett Players
3. Culture Makers
4. Dallas Ballet Company
5. Friends of Magic 11th St
6. Garland Civic Theatre
7. Garland Summer Musicals
8. Garland Symphony Orchestra
9. Accolade Community Theatre
10. Landmark Heritage Society
11. Master Music Company
12. MLK Productions
13. People Centered Lighthouse
14. Red Warriors
15. Reel Owl Cinema
16. Spectacular Follies
17. Texas Winds

2023 Applicants:

1. Accolade Community Theatre
2. Achievement Center
3. Breitling Performing Arts
4. Company of Rowlett Players
5. Culture Makers
6. Dallas Ballet Company
7. Ek Sitara **
8. Friends of Magic 11th St
9. Garland Civic Theatre
10. Garland Summer Musicals
11. Garland Symphony Orchestra
12. Landmark Heritage Society
13. Master Music Company
14. MLK Productions
15. Prism Movement Theatre **
16. Red Warriors
17. Reel Owl Cinema
18. Spectacular Follies
19. Texas Winds



GCAC, Inc. – FY24 Proposed Budget

REVENUES - Hotel Occupancy Tax Revenue **\$190,843**

EXPENDITURES

Grant Awards **147,000**

GISD Awards & Reception	4,500
Advertising Mailers & Promotions	10,000
Event Support & Entertainers	11,500
Art Vibe Garland!	3,000
Pop-ups, Public Art	7,375
Special Projects	3,043
Chamber & Arts Memberships	3,425
CPA Fees & Admin Services	1,000

TOTAL EXPENDITURES **\$190,843**

GCAC, Inc. – FY24 Proposed Awards

- \$267,264 requested
- \$147,000 allocated for awards
- 19 applicants
- 2 new organizations

Organization	GCAC Grant Amount	Youth Subsidy Waiver Amount
Garland Summer Musicals	\$30,000.00	\$3,500.00
Garland Symphony Orchestra	\$28,000.00	\$1,200.00
Garland Civic Theatre	\$25,000.00	\$3,000.00
Breitling Performing Arts	\$6,000.00	\$3,000.00
Company of Rowlett Performers	\$5,000.00	\$3,500.00
Garland Landmark Society	\$4,000.00	
Dallas Ballet Company	\$21,000.00	
Garland Youth MLK	\$4,000.00	
Magic 11th Street	\$3,500.00	
Spectacular Follies	\$3,000.00	
Accolade Community Theatre	\$2,000.00	
Texas Winds Musical Outreach	\$2,000.00	
Master's Music Company	\$3,000.00	
Reel Owl Cinema Booster	\$2,500.00	
Achievement Center of Texas	\$2,000.00	
Red Warriors	\$2,000.00	
Culture Makers	\$2,000.00	
Prism Movement Theater	\$1,000.00	
Ek Sitara	\$1,000.00	
TOTALS:	\$147,000.00	\$14,200.00



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Feedback & Questions?



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. d.

Meeting Date: October 9, 2023

Item Title: 2024 City of Garland City Council Meeting Calendar

Summary of Request/Problem

2024 City of Garland City Council Meeting Calendar

Recommendation/Action Requested and Justification

Attachments

2024 City of Garland City Council Meeting Calendar

2024

City of Garland Council Calendar

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
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25	26	27	28	29		

March						
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31						

April						
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June						
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30						

July						
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August						
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September						
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29	30					

October						
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November						
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December						
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29	30	31				



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

5. a.

Meeting Date: October 9, 2023

Item Title: Board and Commission Appointment

Submitted By: Tracy Allmendinger, Deputy City Secretary

Summary of Request/Problem

Council Member Carissa Dutton

- Susan Vaden - Library Board
- Patrick Abell - Plan Commission

Recommendation/Action Requested and Justification

Attachments

Susan Vaden

Patrick Abell



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: July 26, 2023

Name: Susan P. Vaden Phone: [REDACTED]

Address: 4010 Justice Ln. Phone: [REDACTED]

City, State, Zip: Garland, Tx 75042 Email: [REDACTED]

✓ Resident of Garland for 53 years Resident of Texas for 74 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Active LIBRARY Patron,
Active patron of libraries in schools where I taught.

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

None

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

Member of West Garland Neighbors Assn. &
Participant in 2023 MLK parade.
Active and Treasurer at St. Barnabas Episcopal Church, Garland.

What is your educational background?

University of North Texas, M.Ed., Secondary Educ.
UNT, B.A., Mathematics

What is your occupational experience?

Classroom Teacher, Mathematics, mostly Algebra & Geometry. ^{High School Level}
Academic Coach/Tutor at Dallas College.
Developmental Math, instructor, Richland College

I hereby affirm that all statements herein are true and correct.

Susan Vaden

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☒ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐

No ☒

Date Notified

Clerk Signature & Date

Courtney Vanover
7.26.23

Disclosure Form Filed

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: R.Dossett@GarlandTX.gov

Please Type or Print Clearly:

Date: 9/26/2023

Name: Patrick L. Abell

Phone: _____

Address: 4005 Princeton Dr

Phone: _____

City, State, Zip: Garland, TX, 75042

Email: _____

Resident of Garland for 25 years

Resident of Texas for 45 years

Dallas County Voter Registration Number _____ Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Current licensed REALTOR, Civic and community growth minded.

If you have previously served on a City Board or Commission, please specify and list dates of service.
Currently serving as Chair of T.I.F. 3. Served on T.I.F. 1 at its inception.

List civic or community endeavors with which you have been involved.
Community volunteer, Neighborhood liason, Garland specialist REALTOR.

What is your educational background?

High school Diploma, over 750 hours of professional training in banking and real estate.

What is your occupational experience?

Retail, Retail Development, Banking, Sales and Real Estate

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:		
☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Garland Youth Council **	☒ Plan Commission *
☐ Civil Service Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Community Multicultural Commission	☐ Property Standards Board	☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status
CSO Suit/Claim Filed

Current ☒
Current ☒
Yes ☐ No ☒

Past Due ☐
Past Due ☐

Date Appointed _____
Appointed By _____

Date Notified _____

Disclosure Form Filed _____

Clerk Signature & Date

Courtney Vanover
9.27.23

Revised 05/2021

