

Work Session Room at City Hall
Monday, September 16, 2024
6 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

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

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

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

PUBLIC COMMENTS ON WORK SESSION ITEMS

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

CONSIDER THE CONSENT AGENDA

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

WRITTEN BRIEFINGS

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

1. Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2025 Comprehensive Grant

Council is requested to consider a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant for FY 2024-25 in the amount of \$120,573.76. Unless directed otherwise, this item will be placed on the October 8, 2024 Regular Meeting.

2. Council Consideration of CDBG-CV Reallocation of Funding

Council is requested to consider reallocating unspent CDBG-CV (CARES Act) funds from the completed project to support the expansion of the Council-approved James Park Project. Unless directed otherwise, this item will be placed on the October 8, 2024 Regular Meeting.

3. **Renewal of Interlocal Agreement between Garland Health Department and Parkland Health & Hospital System**

Council is requested to consider authorizing the City Manager or his designee to execute a renewal of the Interlocal Agreement between the City of Garland and Dallas County Hospital District dba Parkland Health & Hospital System to provide social work services, thus fulfilling Texas Department of State Health Services contract requirements. Unless directed otherwise, this item will be placed on the October 8, 2024 Regular Meeting.

4. **Interlocal Agreement between City of Garland and DART for the South Garland Transit Center**

Council is requested to consider approving an Interlocal Agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future Transit-Oriented Development at the South Garland Transit Center. Unless directed otherwise, this item will be placed on the October 8, 2024 Regular Meeting.

VERBAL BRIEFINGS

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

5. **Gatewood Drainage Study Update**

The Engineering Department is providing the City Council with an update on the results of the Gatewood Drainage Study.

6. **Home Improvement Incentive Program - 2024 Report**

Neighborhood Vitality will give an update on the Home Improvement Incentive Program (HIIP).

7. **2019 Bond Program - Status Update**

Staff will provide an update on progress to date in implementing the 2019 Bond Program.

8. **2025 Bond Study Committee Report**

City Council will receive an update from staff and the Bond Study Committee Chair regarding discussions and progress of the 2025 Bond Study Committee.

9. **Fire Recovery Fee Schedule Proposal**

Council is requested to consider accepting an addition to the fee schedule relating to the partial cost recovery for certain vehicular collisions, vehicle fires, hazardous standbys, and special rescues as well as ordinance changes for hazardous material incidents and Charity Care Policy. Unless directed otherwise, this item will be placed on the October 8, 2024 Regular Meeting.

10. **Amend Council Policies By Consensus to Grant City Manager Spending Authority Related to Insurance Coverage**

Discuss and consider by consensus an amendment to Council policies that authorizes the City Manager to bind insurance coverage on behalf of the City in an amount not to exceed 10 percent of the amount adopted as a part of the annual budget.

11. **Intragovernmental Affairs Committee Update and Discussion of Action Items**

Councilmember B.J. Williams, Chair of the Intragovernmental Affairs Committee, with the assistance of staff, will present Council with a committee report and recommendations on items related thereto.

12. **Transportation Infrastructure and Mobility Committee Report**

Councilmember Chris Ott, Chair of the Transportation Infrastructure and Mobility Committee, will report on Neighborhood Speed Limits.

13. **Texas Municipal League (TML) Newly Elected Officials' Orientation Report**

Councilmember Kris Beard will report back to the City Council and Mayor on the Texas Municipal League (TML) Newly Elected Officials' Orientation.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

14. **Citywide Appointment**

- April Smith - Animal Services Committee, Educational Representative

15. **Citywide Appointment**

- David Fuentes- Animal Services Advisory Committee, Shelter Operations Coordinator

16. **Citywide Appointment**

- Deana Siegler- Animal Services Advisory Committee, Non-Profit Animal Welfare Official

17. **Deputy Mayor Pro Tem Lucht**

- Catherine Haedge - Environmental and Community Advisory Board

ANNOUNCE FUTURE AGENDA ITEMS

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

EXECUTIVE SESSION

Council will adjourn into executive session pursuant to Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.086, 551.087, 551.773 and 552.133 of the Texas Government Code.

18. **Deliberate or discuss:**

The City Council will adjourn into executive session pursuant to sections 551.071, 551.086, 551.072, and 551.087 of the Texas Government Code to deliberate and discuss the following:

1. FY 2024 3rd Quarter Risk Oversight Committee briefing concerning GP&L and competitive matters of a public power utility related to risk management information and strategies (551.086) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
2. Economic development matters related to commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate, stay, or expand in or near the vicinity of East Centerville Road and South Country Club Road and with which the City is conducting economic development negotiations; including a possible offer of a financial or other incentive to a business prospect to relocate a proposed development to that vicinity within the City (551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
3. The purchase of real property in the vicinity of State Hwy 190 and Holford Road (551.072) and Attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).

ADJOURN

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

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

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



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



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

1.

Meeting Date: 09/16/2024

Title: Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2025 Comprehensive Grant

Submitted By: Jeffrey Bryan, Chief of Police

Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

Background

1. Accept TxDOT STEP Grant Funding
2. Do Not Accept TxDOT STEP Grant Funding

Consideration / Recommendation

Staff recommends accepting the TxDOT Grant Funding for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant for FY 2024-2025. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 17, 2024, Regular Council Session.

Attachments

TXDOT STEP Resolution 2025

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)- SINGLE YEAR - COMPREHENSIVE GRANT FOR THE FISCAL YEAR 2025 IN THE AMOUNT OF \$120,573.76; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program - Single Year - 2025 Comprehensive Grant in the amount of \$120,573.76 for the purpose of high visibility patrols and traffic stops during fiscal year 2025.

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 September, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 09/16/2024
Title: Reallocation of CDBG CARES Act funding for James Park Project
Submitted By: Mona Woodard, Neighborhood Services Administrator
Strategic Focus Area: Well-Maintained City Infrastructure
Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Council is requested to consider reallocation of unspent CDBG-CV (CARES Act) funds from the completed Dallas College Project to support the expansion of the Council-approved James Park Project.

Background

On September 11, 2020, the city received \$1,693,708 in Community Development Block Grant - (CDBG-CV) funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The U.S. Department of Housing and Urban Development (HUD) mandates that this funding be used to help communities prevent, prepare for, and respond to the direct and indirect impacts of the COVID-19 pandemic, as well as to mitigate future risks.

On December 15, 2020, during the regular Council Meeting, the Council allocated \$250,000 of this funding to Dallas College for a workforce training program. However, after the 24-month term ended, an agreement between Dallas College and the City was reached on January 1, 2023, to recapture the unused funds. Dallas College spent \$16,461 of the allocated amount, and the remaining \$233,539 was recaptured by the city for reallocation to other programs.

The deadline to use this funding is June 2, 2026. HUD mandates that all program funds be spent by this date. Any unspent funds after the deadline will be recaptured by HUD and will no longer be available to the City of Garland. To ensure the funds are used promptly, they need to be allocated to an existing shovel-ready project that can meet the deadline.

Staff proposes reallocating \$233,539 of CDBG-CV funds to the James Park Project, which the Council approved on July 1, 2024. This project is shovel-ready and meets HUD's requirements for preventing, preparing for, and responding to future COVID-19 risks. The proposed funding will be used to install a new, modern playground at the park, replacing the outdated one. This investment will create a play area for all age groups and will be a significant enhancement alongside other planned improvements. This addition aligns with community needs and the Parks Master Plan, making it a valuable upgrade for the park.

Consideration / Recommendation

Staff proposes reallocating \$233,539 of CDBG-CV funds to the James Park Project, which the Council approved on July 1, 2024. This project is shovel-ready and meets HUD's requirements for preventing, preparing for, and responding to future COVID-19 risks.

Unless directed otherwise, this item will be placed on the October 8, 2024 Regular Meeting.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 09/16/2024

Title: Renewal of Interlocal Agreement between Garland Health Department and Parkland Health & Hospital System

Submitted By: Mandy Pippen, Director

Strategic Focus Area: Safe Community

Issue/Summary

The City of Garland currently has an Interlocal Agreement with Dallas County Hospital District dba Parkland Health & Hospital System ("Parkland") for the purpose of providing social work services through Garland Health Department (GHD). This agreement expires on September 30, 2024. In order to meet Texas Department of State Health Services (DSHS) contract requirements, GHD must provide social work services. To complete spending in the CARES Act Round 4 (COVID) grant, the renewal period being requested is 6 months instead of 1 year, as funds will not sustain a year of services.

Background

In September 2021, Garland Public Health entered into an Interlocal Agreement with Dallas County Hospital District dba Parkland Health & Hospital System ("Parkland") for the purpose of providing social work services through Garland Public Health. The goal of this agreement is to find long-term solutions to unique citizen needs, especially residents who are typically under-served or who normally do not have access to programs and resources. The program has been incredibly successful in helping meet community needs identified by many departments; but to date, the services are most often utilized by Fire/EMS, Police, Emergency Management, and Code. If citizen needs are beyond the scope of regular City service, those cases can be referred to the social worker, who will work directly with the citizen to find resources, work through complicated systems like Medicare/Medicaid, obtain appropriate long-term placement for health issues, etc. The main focus of the program is to find and facilitate long-term solutions to unique needs in the community in order to provide the best possible outcome for residents.

Consideration / Recommendation

Staff recommends that the Council authorize the City Manager or his designee to renew the Interlocal Agreement between the City of Garland and Parkland to employ the services of a social worker, thus fulfilling other contract obligations. The total cost of the program is \$69,820, paid in monthly increments throughout the program term starting October 1, 2024 and ending March 31, 2025.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 17, 2024 Regular Meeting.

Attachments

Fourth Amendment to Parkland ILA
Original Interlocal Agreement executed 2021

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT

This Fourth Amendment to Interlocal Agreement is entered into by and between The City of Garland, Texas ("City") and the Dallas County Hospital District d/b/a Parkland Health ("Parkland").

WHEREAS Parkland and City are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2021, (the "Agreement"); and

WHEREAS the Agreement was amended pursuant to agreement of the parties via an Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2021 (the "Amendment"); and

WHEREAS the Agreement was amended pursuant to agreement of the parties via a Second Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2022 (the "Second Amendment"); and

WHEREAS the Agreement was amended pursuant to agreement of the parties via a Third Amendment to Interlocal Agreement, which was dated to be effective as of October 1, 2023 (the "Third Amendment"); and

WHEREAS Parkland and City wish to further amend such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Parkland and City hereby agree as follows:

1. Section V. PAYMENT, is amended and restated in its entirety as follows:

5.01 The term of the Agreement shall be extended for an additional six (6) month period, ending on March 31, 2025.

Total payments by the CITY during the term running from October 1, 2024, through March 31, 2025, shall be Sixty-Nine Thousand Eight Hundred Twenty Dollars (\$69,820).

5.02 Payments shall be made in five (5) monthly payments in the amount of Eleven Thousand Six Hundred Thirty-Six Dollars and Sixty-Six Cents (\$11,636.66) and one final payment in the amount of Eleven Thousand Six Hundred Thirty-Six Dollars and Seventy Cents (\$11,636.70) and shall be made payable within thirty (30) days of receipt of invoice.

2. This Fourth Amendment is effective as of the 1st day of October 2024.
3. Except as modified by this Fourth Amendment, the Agreement remains in full force and effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health**

The City of Garland, Texas

By: _____

By: _____

Name: Richard Humphrey

Name: _____

Title: EVP & Chief Financial Officer

Title: _____

Date: _____

Date: _____

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, TEXAS, a home rule municipality, located in Dallas County, Texas ("CITY") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND is a participant in Social Services designed to assist local public safety departments to focus more on acute public safety and emergency medical response rather than emergency mental health service delivery or social service resource connection for routine low acuity or primary care services; and

WHEREAS, the CITY and PARKLAND wish to develop a coordinated approach to persons experiencing behavioral and physical health resource connection and case management needs in their region; and

WHEREAS, PARKLAND desires to contract with the CITY and the CITY desires to purchase from PARKLAND the BioTel/EMS System social work support for public safety services; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1.01 For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide licensed master social work (LMSW) (1.0 FTE) services for the CITY's health department hereinafter called the "Services."

1.02 The Services are to be performed according to acceptable standard professional practices and to conform to the Scope of Services attached hereto as Exhibit A.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)

2.01 The term Protected Health Information (hereinafter "PHI") shall have the same meaning as set forth in 45 C.F.R. 160.103. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose PHI it obtains from the CITY for any purpose. However, the Parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. Any PHI the CITY provides PARKLAND for treatment purposes shall thereafter belong to PARKLAND.

2.02 As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the Parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.
COORDINATION

3.01 All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Health of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the Parties agree to meet and make a good faith effort to resolve the dispute. Prior to

the CITY withholding any payment pursuant to this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV. TERM

4.01 The initial term of this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022, unless sooner terminated in accordance with the provisions of this Agreement. The Parties may renew the Agreement for successive twenty-four (24) month periods upon the same terms and conditions as set forth in this Agreement by jointly executing written notice of the intent to renew. The Parties shall indicate in the written renewal agreement the agreed-upon amount of consideration for that particular renewal period.

V. PAYMENT

5.01 The Agreement's initial term is one (1) year. Total payments by the CITY during the Agreement's initial term shall be One hundred twenty-one thousand seven hundred forty-seven dollars (\$121,747). The initial Payment shall be made upon execution of this Agreement.

5.02 Upon renewal, CITY shall pay PARKLAND the mutually agreed upon renewal fee within sixty (60) days of both parties' executing the notice of intent to renew.

VI. INDEPENDENT CONTRACTOR

6.01 PARKLAND's status and the status of all social workers performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII. INDEMNIFICATION

7.01 PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.

7.02 The CITY shall give PARKLAND prompt notice of any matter covered by Section 7.01 above, and shall forward to PARKLAND every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.01 above.

7.03 PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.04 The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

7.05 PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall promptly forward to the CITY every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.04 above.

7.06 The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.07 No part of this Agreement shall be interpreted to constitute a waiver of any defense of the Parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act or elsewhere in Texas law.

7.08 The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII. TERMINATION

8.01 The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the

date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

8.02 PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

IX. NOTICES

9.01 All notices, communications and reports under this Agreement shall be mailed or delivered to the respective Parties as follows:

To: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: The City of Garland, Texas
1720 Commerce St.
Garland, Texas 75040
Attention: Health Administrator, Health Department

X. MISCELLANEOUS

9.01 This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

9.02 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be

considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

9.03 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.04 This Agreement can be revised at any time by mutual consent of the Parties and shall be revised by written amendment(s) to this Agreement and signed by both Parties. No oral modifications can be made to this Agreement.

9.05 The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

9.06 This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters in this Agreement.

9.07 **Right to Audit.** PARKLAND shall keep true, complete, and accurate books and records of all costs for which it seeks reimbursement from the City under this Agreement. The City shall have the right, upon reasonable notice and during business hours, to audit those books and records and to obtain copies of those books and records at the expense of the City.

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: Richard Humphrey
Richard Humphrey (Aug 23, 2021 09:37 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

The City of Garland, Texas

By: D Beeler

Name: Diane Beeler

Title: Director of Health

Date: 9/15/21

Exhibit A

Scope of Services for Public Safety Licensed Master Social Work Services

1. Background

The Garland Health Department Social Worker program provides a holistic approach to the mental and physical health needs of the citizens of Garland eight (8) hours per day Monday through Friday. The team is comprised of distinct but integrated components including license master level social worker (LMSW) or a license clinical social worker (LCSW). The primary role of the social worker is to provide a coordinated approach to persons struggling to appropriately and effectively access mental, physical and behavioral health care services. Citizens can be identified through 911 use or persons referred by community stake holders or public safety officers. Garland citizens can also be identified through the Parkland Health and Hospital System Community Oriented Primary Care, Parkland Acute Response Clinic, Parkland Emergency Department or acute hospital admission. Engagement with the Garland Health Department Social Worker will be limited to the citizens of the city of Garland. Expansion of the services of the Garland Health Department Social Worker program to residence outside of Garland city limits is up to the discretion of both Garland Health Department leadership and BioTel leadership. The Garland Health Department and Social Worker program will assist with resource connection and for all referred citizens, but in the event that a referral comes from outside of Dallas County, connection to the Parkland Health and Hospital system may be limited.

The overarching goal of the Garland Health Department Social Worker program is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LMSW and emergency medical services, the Garland Health Department Social Worker program increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. The Garland Health Department Social Worker program will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Garland Health Department Social Worker program is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

2. Staffing

- A. 1 full time (1.0 FTE) Licensed Master Level Social Worker (LMSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Garland Health Department.
 - i. If additional hours of coverage are needed then the option of PRN BioTel LMSW can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. Any changes to the schedule will need to be discussed and agreed upon with BioTel leadership team.

3. Roles and Responsibilities

- A. The LMSW primary role is the identification and connection to community resources. They are uniquely suited to assess citizens for biopsychosocial needs and coordinate efforts to gain scheduled routine access to care and decrease the dependence on 911 for those services.
- B. The LMSW is responsible for assessment of citizens with mental, behavioral or physical health needs, recommendation of appropriate community resources for mitigation and management of those needs.
- C. The LMSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- D. The LMSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LMSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.

- E. The LMSW will be directly supervised by BioTel Social Work leadership. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

4. Additional Services

- A. Periodic meetings, at least quarterly, will be attempted to be scheduled between Garland's Health Administer and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LMSW can assist with the coordination and development of education related to their area of expertise for City of Garland Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by city leadership.

**Business Associate Addendum
to
Interlocal Agreement**

This Business Associate Addendum to the Interlocal Agreement (the "Addendum") is entered into by and between the City of Garland, Texas, a home rule municipality ("Business Associate") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Covered Entity").

RECITALS

This Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the "Services") .

Under the Interlocal Agreement (the "Agreement"), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")).

The Parties desire that the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA").

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Terms Used.** Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. **Permitted Uses and Disclosures of PHI.** Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity.

through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached..

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. **LIABILITY LIMITATIONS.** All Parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the Parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. **Term and Termination.**

7.1. **Term.** This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed

or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. **Survival.** The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. **No Third Party Beneficiary.** Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. **Counterparts; Facsimiles.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6 **Supcedure.** In the event that any term or provision of any agreement between the Parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: Richard Humphrey
Richard Humphrey (Aug 23, 2021 09:37 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

The City of Garland, Texas

By: D Beeler

Name: Diana Beeler

Title: Director of Health

Date: 9/15/21



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 09/16/2024

Title: Interlocal Agreement between City of Garland and DART for the South Garland Transit Center

Submitted By: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider approving an interlocal agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future transit-oriented development at the South Garland Transit Center.

Background

In August 2021, a Memorandum of Understanding (MOU) was executed between the City of Garland and DART to pursue Transit-Oriented Development (TOD) opportunities around the Garland transit facilities, including the Lake Ray Hubbard and South Garland Transit Centers. The LBJ and South Garland Avenue corridor has been identified as a Catalyst Area and the City has been seeking a redevelopment opportunity. South Garland Transit Center, situated within this Catalyst Area, was originally opened in 1993. It contains 603 parking spaces, and currently less than 30 spaces are used daily. This ILA is part of the ongoing efforts to redevelop and revitalize the larger strategic area.

As part of the ILA, in order to accommodate a potential TOD project, DART will sell approximately 6 acres of surplus parking area at the South Garland Transit Center to the City for fair market value. The City of Garland will seek to acquire a site, approximately 3 acres, for a new DART Transit Center. As part of the relocation, the City will pay all costs to replace the current outdated DART Transit Center. The partnership between the City of Garland and DART through conversion of an underutilized parking area will allow for the potential development of a major regional destination and increase ridership for DART.

Consideration / Recommendation

Staff recommends approval of the Interlocal Agreement for execution. Unless directed otherwise by Council, the ILA will be scheduled for consideration on the September 17, 2024 Regular Meeting.

Attachments

Proposed Interlocal Agreement between the City of Garland and DART



RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

RESOLUTION

**Approval of an Interlocal Agreement with the City of Garland and Sale of Surplus Property
for Transit-Oriented Development at the South Garland Transit Center**

WHEREAS, the City of Garland has formulated a plan for the development of the 92-acre area surrounding the South Garland Transit Center, generally bounded by IH-635 on the south, Garland Road to the north, Shiloh Road on the west, and Leon Road to the east; and

WHEREAS, the City's plan for the 92-acres includes mixed transit-supportive uses anchored by an event/entertainment facility; and

WHEREAS, on January 26, 2023, DART and the City entered into an Interlocal Agreement for Public Transportation Improvement (PTI) Funds (authorized by the Board on November 15, 2022 [Resolution No. 220180]), which provides that the City, as a service area city, is entitled to receive \$20,963,000 in PTI Funds to complete projects that will benefit or complement DART's public transportation system, including transit-oriented development (TOD) projects; and

WHEREAS, on January 23, 2024 (Resolution No. 240007), the DART Board approved the City's use of the PTI Funds for the South Garland Transit Center TOD development and included the project in DART's FY 2024 20-Year Financial Plan; and

WHEREAS, the City is prepared to move forward with the implementation of its South Garland Transit Center TOD plan and a partnership with DART is an integral element to the plan; and

WHEREAS, the Interlocal Agreement with the City for TOD at the South Garland Transit Center (Agreement) requires DART to relocate the transit center approximately 500 feet north of its current location to a site to be acquired by the City; and

WHEREAS, the Agreement provides for the sale of approximately 9 acres of DART property where the South Garland Transit Center is currently located to the City; and

WHEREAS, the Agreement provides for the design and construction of a new transit center (either a stand-alone facility or integrated into a parking garage facility) at the City's cost at the new location; and

WHEREAS, the Agreement will result in the conversion of unused parking area into a TOD, generation of revenue from the sale of surplus property, improved bus facilities for DART riders, and increased ridership upon completion of the TOD; and

WHEREAS, the Agreement will facilitate development consistent with the 2020 DART TOD Policy and 2020 TOD Guidelines with respect to density of uses, accessibility and walkability, parking reduction and shared parking, and supporting uses that will increase transit ridership; and

WHEREAS, the agreement and sale of surplus property will produce revenue for DART, DART acquired the property with federal funds and will require FTA approval for the sale, and approval of this agreement does not require modifications to the FY 2024 operating budget or FY 2024 20-Year Financial Plan.

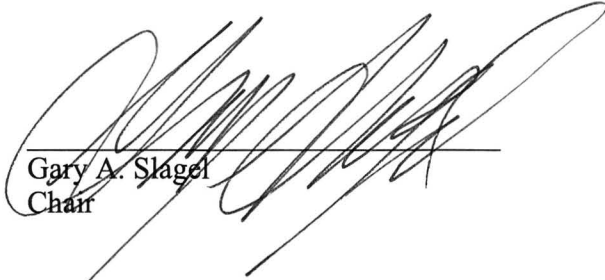
NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

- Section 1: The President & Chief Executive Officer or her designee is authorized to execute an Interlocal Agreement with the City of Garland for Transit-Oriented Development at the South Garland Transit Center, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review and approval by the Federal Transit Administration (FTA).
- Section 2: DART's interest in the property located at 4051 Leon Road, Garland, Texas is declared surplus to DART's needs for the efficient operations and maintenance of its public transportation system.
- Section 3: The President & Chief Executive Officer or her designee is authorized to take such action and execute such documents as shall be necessary for the sale of the property at 4051 Leon Road, Garland, Texas in accordance with the Interlocal Agreement with the City of Garland for Transit-Oriented Development at the South Garland Transit Center and FTA approval.

**Approval of an Interlocal Agreement with the City of Garland and Sale of Surplus Property for
Transit-Oriented Development at the South Garland Transit Center**

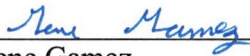


M. Nathan Barbera
Secretary

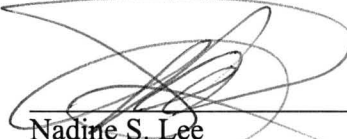


Gary A. Slagel
Chair

APPROVED AS TO FORM:



Gene Gamez
General Counsel

ATTEST


Nadine S. Lee
President & Chief Executive Officer

August 27, 2024

Date

DRAFT**INTERLOCAL AGREEMENT****BETWEEN****DALLAS AREA RAPID TRANSIT AND CITY OF GARLAND**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the Dallas Area Rapid Transit (“DART”) a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and the City of Garland, a Texas home-rule municipal corporation (“City”), collectively (the “Parties”), as follows:

Recitals

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for DART and the City to enter into this Agreement for the provision of governmental functions and services of mutual interest; and

WHEREAS, the City Council of the City has approved entering into this Agreement by resolution or other action, which is attached hereto and made a part of this Agreement as Exhibit “A”; and

WHEREAS, the DART Board of Directors has approved entering into this Agreement by resolution or other action, which is attached hereto and made a part of this Agreement as Exhibit “B”, and

WHEREAS, the Texas Department of Transportation (“TxDOT”) is in the process of investing \$1.7 Billion in the IH-635 East Corridor Project, to improve traffic flow in the area; and

WHEREAS, DART currently maintains a transit center located in South Garland on a tract of land of approximately 8.7179± acres, generally located at the northeast corner of S. Shiloh Road and IH 635 and commonly addressed as 4051 Leon Road, Garland, Dallas County, Texas 75041 (hereinafter, the “Current TC”); and

WHEREAS, DART has an interest in designing and constructing a more accessible and modern transit center on a more efficient parcel of land with ingress and egress designed to better serve the transportation and planning goals of DART and the City; and

WHEREAS, the City has an interest in acquiring, at fair market value, the property upon which the Current TC is located, more specifically described and depicted in the legal description attached hereto as Exhibit “C” (hereinafter, the “Current TC Site”) and the surplus parking area adjacent to the Current TC, more specifically described and depicted in Exhibit “D” attached hereto (hereinafter, the “Surplus Site”), to be incorporated into a multi-use commercial, entertainment, residential, and destination development; and

WHEREAS, DART has determined that it can provide improved public transportation services by relocating and modernizing its transit center and selling, at fair market value, the

Surplus Site and the Current TC Site to the City in furtherance of the City's integrated development vision; and

WHEREAS, DART and the City have generally identified an appropriate site, consisting of approximately 3 ± acres, more or less, located adjacent to the right of way for the future Millay Blvd. at the future intersection of Millay Blvd. and Leon Road (the "Future TC Site"), to locate its new transit facilities (the "Future TC") in order to best serve DART's ridership, which includes the citizens and residents of the City; and

WHEREAS, the City, with the cooperation and support of DART, will seek to acquire the Future TC Site through purchase, or if necessary, the use of eminent domain; and, in order to facilitate efficient and orderly ingress and egress, the necessary right of way for the realignment and extension of Millay Blvd. as set forth on Exhibit "E" attached hereto; and

WHEREAS, the City has agreed to improve, construct and maintain Millay Blvd., including intersections with Leon Road and Shiloh Road, and to commit in whole or in part its TOD funds to the development of parking and transit facilities to serve the citizens of Garland and DART's ridership through the Future TC; and

WHEREAS, pursuant to the Interlocal Agreement between DART and the City for Public Transportation Improvements, effective January 26, 2023 (hereinafter, the "PTI Agreement"), DART recognized the City as a service area city entitled to received \$20,963,000 in funds if the City uses such funds to complete projects that will benefit or compliment DART's public transportation system (hereinafter, the "TOD Funds"); and

WHEREAS, the City, pursuant to the PTI Agreement, submitted an eligible project to DART as that term is defined therein, which included a transit-oriented development that will entail the relocation, modernization and right-sizing of DART's transit center along with roadway and parking improvements complimentary to the new facility (hereinafter, the "Project"); and

WHEREAS, on or about January 23, 2024, DART approved use of the TOD Funds for the Project, and included the Project in both DART's Transit System Plan and twenty-year financial plan; and

WHEREAS, the Federal Transit Administration (FTA) has approved the sale of the Surplus and Current TC Site to the City pursuant to the terms of this Agreement; and

NOW, THEREFORE, in furtherance of the recitals set forth above and the covenants, consideration and agreements set forth below, the Parties agree, as follows:

Section I. Sale of Surplus Site.

- 1.1. Within ninety (90) days of the Effective Date of this Agreement, DART and the City will retain a mutually agreed upon appraisal firm to conduct an appraisal of the Surplus Site. The appraisal, which shall comply with USPAP standards, shall determine the fair market value of the Surplus Site, as of the Effective Date of this Agreement. Both DART and the City shall be identified as intended users of the appraisal and shall receive a signed copy of the appraisal upon its completion. Prior to finalization of the appraisal, DART and the

City shall be provided a draft of the appraisal and collectively afforded a joint opportunity to ask questions to the appraisal firm and challenge the appraisal firm's methodology, data, and/or assumptions utilized to formulate the appraisal; however, the appraisal firm shall have ultimate discretion in the final contents of the appraisal. The appraisal fee shall be paid for from the TOD Funds.

- 1.2. Within thirty (30) days of the Parties' receipt of the appraisal set forth above in paragraph 1.1 and the City's acceptance of DART's title to the Surplus Site and Current TC Site, DART shall convey to the City the Surplus Site through a Special Warranty Deed, in the form attached hereto as Exhibit "F," with a purchase price equal to the FMV of the Surplus Site as determined by the appraisal set forth in paragraph 1.1. DART hereby warrants and represents that it has, or by the time of conveyance will have, clean and marketable title to the Surplus Site. Any funds or other expenses to be paid for incurred to ensure clean and marketable title are the sole responsibility of DART.
- 1.3. The sale of the Surplus Site shall be funded from the TOD Funds, which shall be allocated to DART upon the delivery of the executed Special Warranty Deed contemplated in Paragraph 1.2 above to City.

Section II. Acquisition of the Future TC Site.

- 2.1. The Parties understand and acknowledge that, with prior approval from the City, DART may acquire by eminent domain any interest in real property that is necessary or useful in the construction or operation of its public transportation system. However, in furtherance of this Agreement, the Parties hereby agree that the City shall attempt to purchase the Future TC Site and shall have the authority to exercise the right of eminent domain for the purposes of acquiring the Future TC Site. The Parties have determined that the acquisition of the Future TC Site is necessary to accomplish the collective goals set forth herein and is being obtained for a public purpose, to wit public transportation and public parking facilities. DART agrees to provide, to the City, any support reasonably necessary in furtherance of the eminent domain process, including but not limited to the provision of documentation and witness testimony.
- 2.2. The Parties agree that the City will use the TOD Funds to cover costs and expenses associated with the acquisition of the Future TC Site, including but not limited to the purchase price, closing costs and other costs and expenses associated with the retention of attorneys, experts, surveyors, engineers, appraisers, or other consultants.
- 2.3. The Parties agree that the City's acquisition of the Future TC Site, through purchase or condemnation, is a condition precedent to the rights and obligations under Sections III, IV, and V of this Agreement.

Section III. Exchange of the Current TC Site and Future TC Site.

- 3.1. Within thirty (30) days of Substantial Completion (as later defined), DART and the City will retain a mutually agreed upon appraisal firm to conduct an appraisal of the Current TC Site and Future TC Site. The appraisals, which shall comply with USPAP standards, shall

determine the fair market value of the Current TC Site and Future TC Site, as of the date of Substantial Completion and shall include the hypothetical condition that both sites are unimproved ("FMV"). For the purposes of this Agreement, "Substantial Completion" shall mean that the construction of Millay Blvd. has been completed, including intersections with Leon Road and Shiloh Road, and is open for bus travel and the Future TC has been sufficiently completed to allow full use of the facility by DART for transit purposes. Both DART and the City shall be identified as intended users of the appraisals and shall receive a signed copy of each appraisal upon its completion. Prior to finalization of the appraisals, DART and the City shall be provided a draft of each appraisal and collectively afforded a joint opportunity to ask questions to the appraisal firm and challenge the appraisal firm's methodology, data, and/or assumptions utilized to formulate the appraisal; however, the appraisal firm shall have ultimate discretion in the final contents of the appraisal.

- 3.2. Within thirty (30) days of the Parties' receipt of the appraisals set forth above in Paragraph 3.1, the City shall convey to DART the Future TC Site and DART shall convey to the City the Current TC Site through Special Warranty Deeds, in the form attached hereto as Exhibit "G".
- 3.3. The purchase price of the Current TC Site, payable by the City to DART, shall be equal to the FMV as determined pursuant to Section 3.1. The purchase price of the Future TC Site, payable by DART to the City, shall be equal to the FMV as determined pursuant to Section 3.1. The purchase prices of the Current TC Site and the Future TC Site shall be offset by one another. If the purchase price of the Current TC Site is greater than the purchase price of the Future TC Site, then the City shall pay the balance to DART at closing. The City may pay such balance with TOD Funds. If the purchase price of the Future TC Site is greater than the purchase price of the Current TC, then DART shall pay the balance due to the City at closing.
- 3.4. The City hereby warrants and represents that it has, or by the time of conveyance will have, clean and marketable title to the Future TC Site. DART hereby warrants and represents that it has, or by the time of conveyance will have, clean and marketable title to the Current TC Site. Subject to Section 2.2, any funds or other expenses to be paid or incurred to ensure clean and marketable title are the sole responsibility of the City.
- 3.5. Should the design and construction of the Future TC proceed with the Garage TC option, as defined in Section IV below, the City's conveyance of the Future TC Site to DART will include a limited reservation of rights, in a form mutually acceptable to both Parties, to allow for City's construction and operation of a parking garage structure on the Future TC Site. The reservation of rights shall be considered in the appraisal of the Future TC site, as described in Section 3.1, and shall result in a reduction to the price of the Future TC site.

Section IV. Design, Construction and Related Funding of the Future TC – Garage TC Option.

- 4.1 The City shall be responsible for the design and construction of the Future TC in the event that a parking garage is incorporated as part of the Future TC ("Garage TC"). The City, in

coordination with DART, will consult with planners, architects, engineers, and consultants to prepare a concept plan rendering of the Garage TC along with the estimated costs and expenses associated with the design and construction thereof ("Garage Estimated Design and Construction Costs"). The Garage Estimated Design and Construction Costs shall clearly identify costs for aesthetic or technological upgrades requested by DART that exceed what is necessary for construction of a transit center with equivalent amenities to the Current TC (hereinafter referred to as "Upgrades"). Upgrades shall not include costs for additional square footage in excess of the square footage of the Current TC that DART, in its sole reasonable discretion, determines is necessary to accommodate DART's customers and transit operations. The concept plan rendering of the Garage TC, along with the Garage Estimated Design and Construction Costs, shall be acceptable to both Parties prior to advancing design and construction of the Garage TC.

- 4.2 Subject to Section 5.1 below, the City agrees that it will design and initiate construction of the Garage TC within twelve (12) months from the date the City acquires the Future TC Site. DART shall have final design approval of the Garage TC, which approval will not be unreasonably withheld, conditioned, or delayed, and shall be afforded oversight of the City's construction of the Garage TC to ensure the facility meets DART's standards. To the extent that TOD Funds have not been expended by the deadlines set forth in the PTI Agreement, the Parties agree that the deadlines set forth in the PTI Agreement are hereby extended as necessary to allow for the City's use of TOD Funds for the expenditures related to the design and construction of the Garage TC. The City shall pay all costs and expenses for the design and construction of the Garage TC (including any utility relocation costs, subject to paragraph 4.1 above) with the TOD Funds or another source of funds, as determined by the City; provided, however, DART shall reimburse the City for actual costs incurred for Upgrades.
- 4.3 Following substantial completion of the Garage TC, DART shall maintain the transit facilities within the Garage TC and the City shall maintain the parking facilities. The Parties shall enter into a maintenance agreement that more specifically describes the maintenance responsibilities, defines in greater detail what constitutes transit facilities and parking facilities, and allocates maintenance responsibilities for common areas.

Section V. Design, Construction and Related Funding of the Future TC – Stand Alone TC Option.

- 5.1 Should the City determine that the Garage TC is not feasible or economical, in its sole, reasonable discretion, the City shall notify DART in writing within seven (7) business days of the City's acquisition of the Future TC Site. In the event that the City provides such notice to DART, the obligations in this Section V shall apply instead of the obligations in Section IV hereof.
- 5.2 DART shall be responsible for the design, construction, and maintenance of the Future TC without an incorporated parking garage ("Stand-Alone TC"). DART, in coordination with the City, will consult with planners, architects, engineers, and consultants to prepare a

concept plan rendering of the Stand-Alone TC along with the estimated costs and expenses associated with the design and construction thereof (“Stand-Alone TC Estimated Design and Construction Costs”). The Stand-Alone TC Estimated Design and Construction Costs shall clearly identify costs for Upgrades and shall be acceptable to both Parties prior to advancing design and construction of the Stand-Alone TC.

- 5.3 The Parties agree that the City shall be solely and wholly responsible for the actual Stand-Alone TC design and construction costs (including any utility relocation costs, subject to paragraph 5.2 and this paragraph), less the actual costs for Upgrades which shall be paid for by DART. DART may make recurring draw requests to the City for reimbursement of actual Stand-Alone TC design and construction costs (excluding costs for Upgrades) as such costs are incurred by DART, and the City shall pay DART’s draw requests within thirty (30) days of receipt; provided, however, that the actual Stand-Alone TC design and construction costs shall not exceed one hundred and ten percent (110%) of the Stand-Alone TC Estimated Design and Construction Costs without prior written authorization by the City. The City shall use TOD Funds or City Funds, as may be available, to pay the draws contemplated under this Section. The cap of one hundred and ten percent (110%) of the Stand-Alone TC Estimated Design and Construction Costs is subject to the Force Majeure provisions contained in Section 8.12, below.
- 5.4 DART agrees that it will design and initiate construction of the Stand-Alone TC within twelve (12) months from the date the City notifies DART that the Garage TC is not feasible or economical, as provided in Section 5.1 hereof. To the extent that TOD Funds have not been expended by the deadlines set forth in the PTI Agreement, the Parties agree that the deadlines set forth in the PTI Agreement are hereby extended to account for the expenditures set forth herein.

Section VI. Design, Construction and Related Funding of Millay Blvd. and the Garage Facility.

- 6.1 Included within the Project submitted by the City pursuant to the PTI Agreement was the design and construction of a parking facility to be owned by the City (the “Parking Facility”), as well as the design, construction, and improvement of Millay Blvd. adjacent to the Future TC. To the extent that the TOD Funds have not been otherwise expended on the matters set forth above, the City shall use the remaining TOD Funds to design and construct Millay Blvd. and/or the Parking Facility. The Parties agree that the Garage TC qualifies as the Parking Facility included in the Project. To the extent that TOD Funds have not been expended by the deadlines set forth in the PTI Agreement, the Parties agree that the deadlines set forth in the PTI Agreement are hereby extended to account for the expenditures set forth herein.
- 6.2 The City acknowledges DART’s need for continued direct access to Shiloh Road from the Current TC during the time that DART’s operations are continuing at the Current TC. To enable such continued operations and accommodate City development plans, the City shall ensure that DART retains direct bus access between the Current TC and Shiloh Road at all

times (via the existing paved private drive north of the Current TC, previously owned by DART as part of the Surplus Site, or an alternative improved two-way roadway surface with easily-visible traffic markings on a route approved by DART through property adjacent to the Current TC Site under the control of the City) until DART operations have been fully relocated to the Future TC. Additionally, the City shall ensure that Project activities do not otherwise disrupt or interfere with DART's transit operations at the Current TC Site or, following Substantial Completion, the Future TC Site, without prior written approval from DART.

Section VII. Dispute Resolution.

- 7.1 The Parties agree that the success of the Project will require cooperation and coordination and further understand and agree that time is of the essence. DART and the City will make good faith efforts to resolve any issues or disputes which may arise under this Agreement, or the agreements attached hereto as exhibits. Prior to filing a lawsuit, unresolved issues or disputes must be promptly forwarded to the City's Assistant City Manager Michael A. Hesser and the DART Executive Vice President/Chief Development Officer. If an issue or dispute cannot be resolved, it will be elevated to the City's City Manager and the DART President/Chief Executive Officer.

Section VIII. Miscellaneous.

- 8.1 **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.
- 8.2 **Entire Agreement.** The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and the City with respect to the subject matter hereof. There is no other collateral agreement, oral or written, between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto and which are incorporated herein.
- 8.3 **Amendment.** This Agreement may not be amended except by the mutual written agreement of the Parties. The Parties shall provide to each other board minutes, resolutions, certificates of incumbency, and other documents reasonably requested by either Party evidencing the authority of the Party signing this Agreement, any amendments hereto, or any other document related hereto on behalf of a Party so signing.
- 8.4 **Governing Law, Venue and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas. This Agreement, including the attachments hereto, shall not be construed against the drafting Party.
- 8.5 **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

- 8.6 **Terminology.** "Hereunder," "hereof," and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.
- 8.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 8.8 **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.
- 8.9 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier, facsimile, or otherwise hand delivered and received by 5:00 P.M. on such day:

Garland: City of Garland
Attention: City Manager
PO Box 469002
Garland, Texas 75046

Copy To: City of Garland
Attention: City Attorney
PO Box 469002
Garland, Texas 75046

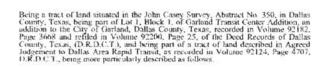
DART: Dallas Area Rapid Transit
Attention: President and Chief Executive Officer
1401 Pacific Ave.
Dallas, Texas 75202

Copy To: Dallas Area Rapid Transit
Attention: General Counsel
1401 Pacific Ave.
Dallas, Texas 75202

- 8.10 **Current Funds.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.
- 8.11 **Severability and Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.

- 8.12 **Force Majeure.** The obligations of the Parties to this Agreement shall be subject to events of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action in inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the DART Property is located, or a Party's labor or supply chain, or the availability of services ("Epidemiological Event") that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials, or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, providing the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the occurrence(s) of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred and ended.
- 8.13 **Privacy and Protection of Confidential Information.** DART and the City are governed by the Texas Public Information Act and public access to public information. The City and DART shall not disclose Confidential Information except to the extent required by the Texas Public Information Act, or other applicable law.

(signatures on next page)



BEGINNING at a found 5/8-inch iron rod with illegible red cap found at the northwest corner of said Lot 1 and the southwest corner of Lot 2, Block 1 of said Garland Transit Center Addition, being in the east line of Shiloh Road (variable width right-of-way);

THENCE North 89 degrees 02 minutes 51 seconds East, with the north line of said Lot 1 and the south line of said Lot 2, at a distance of 213.57 feet passing and "X" found in concrete at the southeastermost southeast corner of said Lot 2 and the southwest corner of Lot 3, Block 1 of said Garland Tract Center Addition; continuing a total distance of 463.86 feet to a 5/8-inch iron rod with red cap stamped "PJB SURVEYING" set.

THENCE South 01 degree 08 minutes 31 seconds East, departing the north line of said Lot 1 and the south line of said Lot 3, a distance of 141.73 feet to an "X" set in concrete;

71HN17: South 60 degrees 41 minutes 57 seconds East, a distance of 210.00 feet to an "X" set in concrete;

THENCE North 89 degrees 16 minutes 03 seconds East, a distance of 24.66 feet to a 1/2-inch iron rod with yellow cap stamped "HALFF ASSOCIATES" found at interior corner of said Lot 1 and the northwest corner of Hollywood Addition, an addition to the City of Garland, Texas, recorded in Volume 94114, Page 4199, D.R.D.C.T.;

THENCE South 00 degrees 43 minutes 57 seconds East, with the east line of said Lot 1 and the west line of said Hollywood Addition, a distance of 319.74 feet to a 5/8-inch iron rod with red cap stamped "PJI SURVEYING" set in the northeast line of Interstate Highway 635 (IH-635) (variable width right-of-way).

THENCE North 54 degrees 05 minutes 33 seconds West, with the northeast line of said IH-635, a distance of 223.18 feet to a 5/8-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 1,017.00 feet and a central angle of 08 degrees 05 minutes 46 seconds;

THENCE continuing with the northeast line of said H-635, with said curve to the left, an arc distance of 143.70 feet (Chord North 58 degrees 08 minutes 26 seconds West - 143.58 feet) to a "cross-tie" set at the point of reverse curvature of a curve to the right, having a radius of 3,731.00 feet and a central angle of 03 degrees 25 minutes 09 seconds;

THENCE continuing with the northeast line of said H-635, with said curve to the right, an arc distance of 222.65 feet (Chord Bearing North 60 degrees 28 minutes 44 seconds West - 222.61 feet) to a 3/8-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 22 degrees 19 minutes 14 seconds West, continuing with the northeast line of said D7-635, a distance of 21.57 feet to a 5/8-inch iron rod with illegible pink cap found in the east line of said Shilo Road;

road Shiloh Road, a distance of 24.36 feet to a 5/8-inch iron rod with pink cap stamped "TXDOT RIGHT-OF-WAY MARKER" found at the point of curvature of a curve to the left, having a radius of 3,079.00 feet and a central angle of 04 degrees 05 minutes 31 seconds;

THENCE continue with the northeast line of said Nulton Road, with said curve to the left, an arc distance of 219.90 feet (Chord) bearing North 00 degrees 01 minute 58 seconds West - 219.85 feet) to a 5/8-inch iron rod with pink cap stamped "FIXED RIGHT-OF-WAY MARKER" found at the point of reverse curvature of a non-tangency curve to the right, having a radius of 4,939.00 feet and a central angle of 90 degrees 18 minutes 40 seconds,

THENCE continuing with the (northern) line of said Shiloh Road, with said curve to the right, an arc distance of 26.81 feet (Chord Bearing North 01 degree 55 minutes 23 seconds West - 26.81 feet) to a 5/8-inch iron rod with pink cap stamped "TXDOT RIGHT-OF-WAY MARKER" found;

THENCE North 00 degrees 17 minutes 27 seconds West, continuing with the northeast line of said Shiloh Road, a distance of 18.64 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 1,173.55 feet and a central angle of 01 degree 51 minutes 37 seconds;

THENCE continuing with the northeast line of said Shiloh Road, with said curve to the left, an arc distance of 38.16 feet (Closed Bearing North 61 degree 30 minutes 37 seconds West - 38.16 feet) to the POINT OF BEGINNING and containing 5.469 acres (238,229 square feet) of land.

CERTIFICATION

I do hereby certify that this survey was prepared from an on the ground survey under my supervision on May 28th, 2024. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Patrick J. Baldasaro 7.3.24
Patrick J. Baldasaro
Registered Professional Land Surveyor 5504



Notes:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (2011 adjustment).
2. Coordinates reflected on this survey are grid values, no projections.
3. Dimensions shown are surface values, adjusted using TxDOT Grid to Ground conversion factors of 1.0000000000 and 1.0000000000.
4. No portion of the Property lies within a Special Flood Hazard Area, as depicted on the Flood Insurance Rate Map for the community in which the property is located (Map No. 0811-00030B, dated July 7, 2014).
5. Survey was prepared with the benefit of a Title Commitment issued by National Investment Title Insurance Company, dated 08/06/2014, effective date June 13, 2024. Schedule B items are as follows:
10. a. The following is shown on plat recorded in Volume 52182, Page 3685 of the Public Records:
10. b. Utility easement as shown on plat.
10. c. 20' utility easement along north property line (being the south 10' of 20' utility easement as shown on plat).
10. d. shown, affects
- Proposed 10' right of way dedication - shown, does not affect
- Texas Municipal Power Company easement, recorded in Volume 50714, Page 5477 - shown, does not affect
10. e. The following is shown on plat recorded in Volume 50714, Page 5477:
10. f. Pleasure easement. In LoneStar Gas Company-owned in Volume 52182, Page 3685 as shown on plat.
10. g. 20' utility easement as shown on plat.
10. h. 20' utility easement as shown on plat.
10. i. Texas Municipal Power Company easement, recorded in Volume 50707, Page 5477 - shown, does not affect

BOUNDARY SURVEY
OF PART OF
LOT 1, BLOCK 1
GARLAND TRANSIT CENTER ADDITION
A
5.469 ACRE TRACT
OUT OF THE
JOHN CASEY SURVEY
ABSTRACT NO. 350
IN THE
CITY OF GARLAND
DALLAS COUNTY, TEXAS

PREPARED BY
DUBUQUE COUNTY, IA

PJE SURVEYING, LLC
TBPELS NO. 1019430

200 W. BELMONT, SUITE C
ALLEN, TEXAS 75013
372-819-0669

240096



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 09/16/2024

Title: Gatewood Drainage Study Update

Strategic Focus Area: Well-Maintained City Infrastructure
Safe Community

Issue/Summary

The Engineering Department is providing the City Council with an update on the results of the Gatewood Drainage Study.

Background

City Council was previously briefed on the infrastructure needs of Gatewood Road from Broadway Blvd to Oates Rd. The briefing resulted with City Council supporting a drainage study of potential downstream drainage impacts resulting from any future improvements to Gatewood Road. The Drainage Study was funded utilizing American Rescue Plan Act (APRA) resources.

Consideration / Recommendation

Council member B. J. Williams requested a verbal briefing on the Gatewood Drainage Study. No formal action is requested at this time.

Attachments

Gatewood Presentation



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Gatewood Drainage Study

City Council Presentation

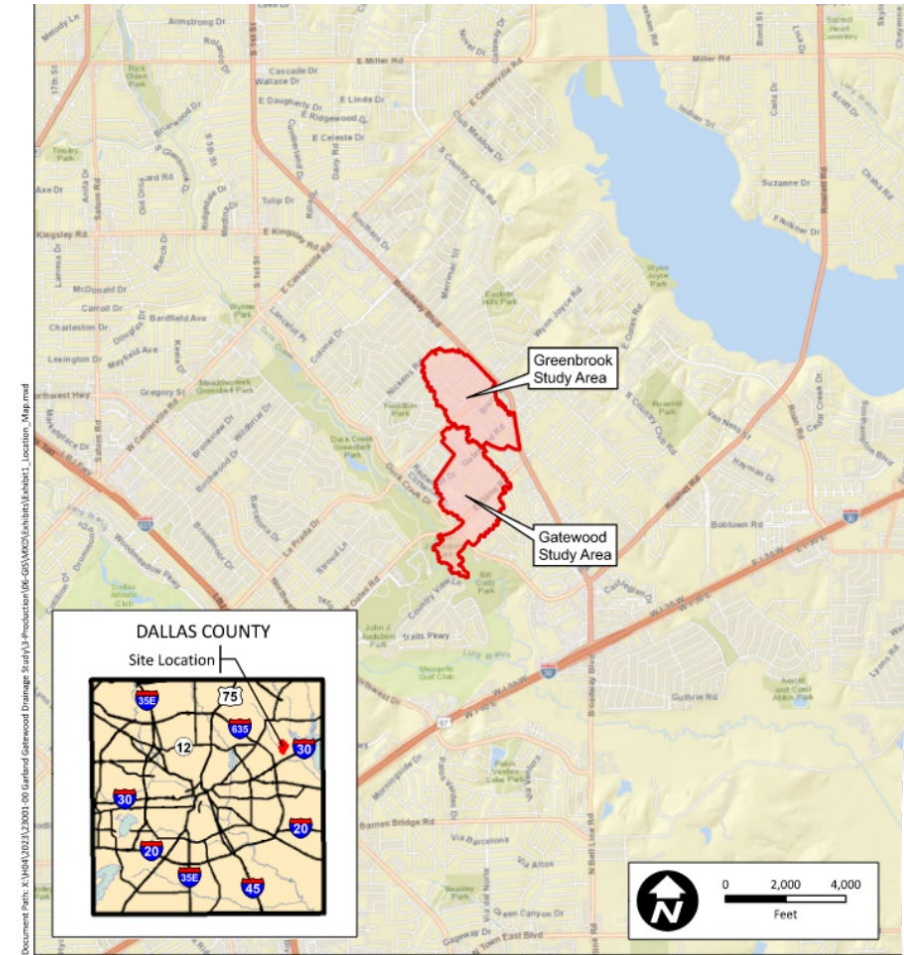
September 16, 2024 (Work Session)



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Gatewood Drainage Study

The purpose of the study is to evaluate the existing drainage conditions in two areas within the Duck Creek watershed: the Greenbrook Study Area and the Gatewood Study Area and identify mitigations/improvements to reduce the risk of flooding.



Walter P Moore and Associates, Inc.
500N. Akard St, Suite 2300
Dallas, Texas 75201
214.740.6200
walterpmoore.com

PREPARED BY	MWH
REVIEWED BY	MM
DATE	8/28/2023
PROJECT NUMBER	H04-23001-00

Garland Gatewood Drainage Study

Location Map

EXHIBIT NUMBER **1**

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Map of Study Areas

1. Greenbrook Study Area:

Encompasses approximately 2,000 feet of channel within the Green Acres Addition and Greenbrook Estates subdivision, between Wynn Joyce Road and Broadway Boulevard, covering a drainage area of 138.4 acres.

2. Gatewood Study Area:

Covers the Gatewood subdivision, focusing on the areas around Redwood Drive and Rollingwood Court, with a drainage area of 151.5 acres

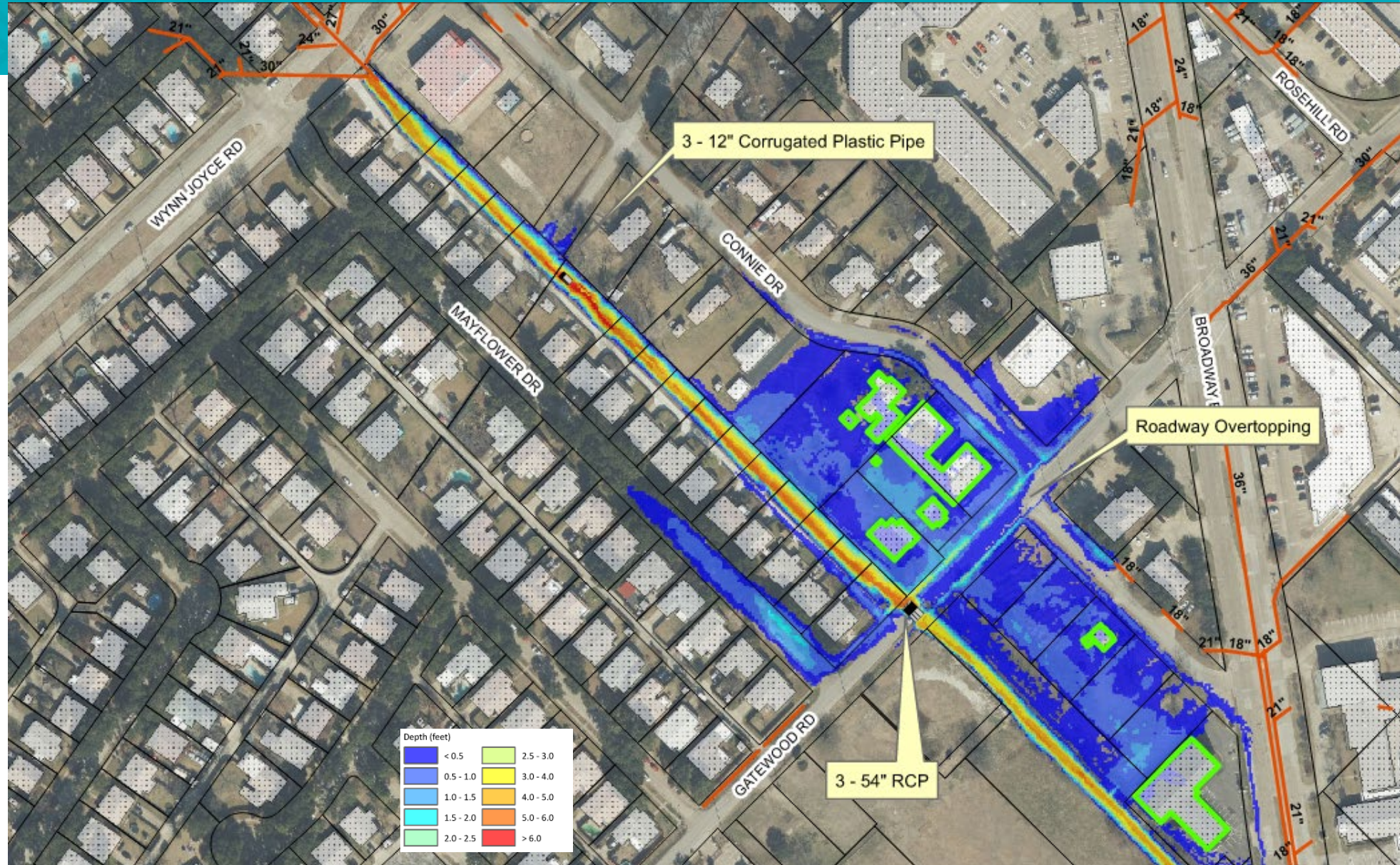




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Existing Inundation Map (100-Yr) Greenbrook

- Inundation occurs during heavy rain events, with significant flooding observed around residential and commercial structures
- Overtopping of Gatewood Road by approximately 0.5 feet
- Backwater at Gatewood Road causes 1.7 feet of water to flow into Mayflower Drive

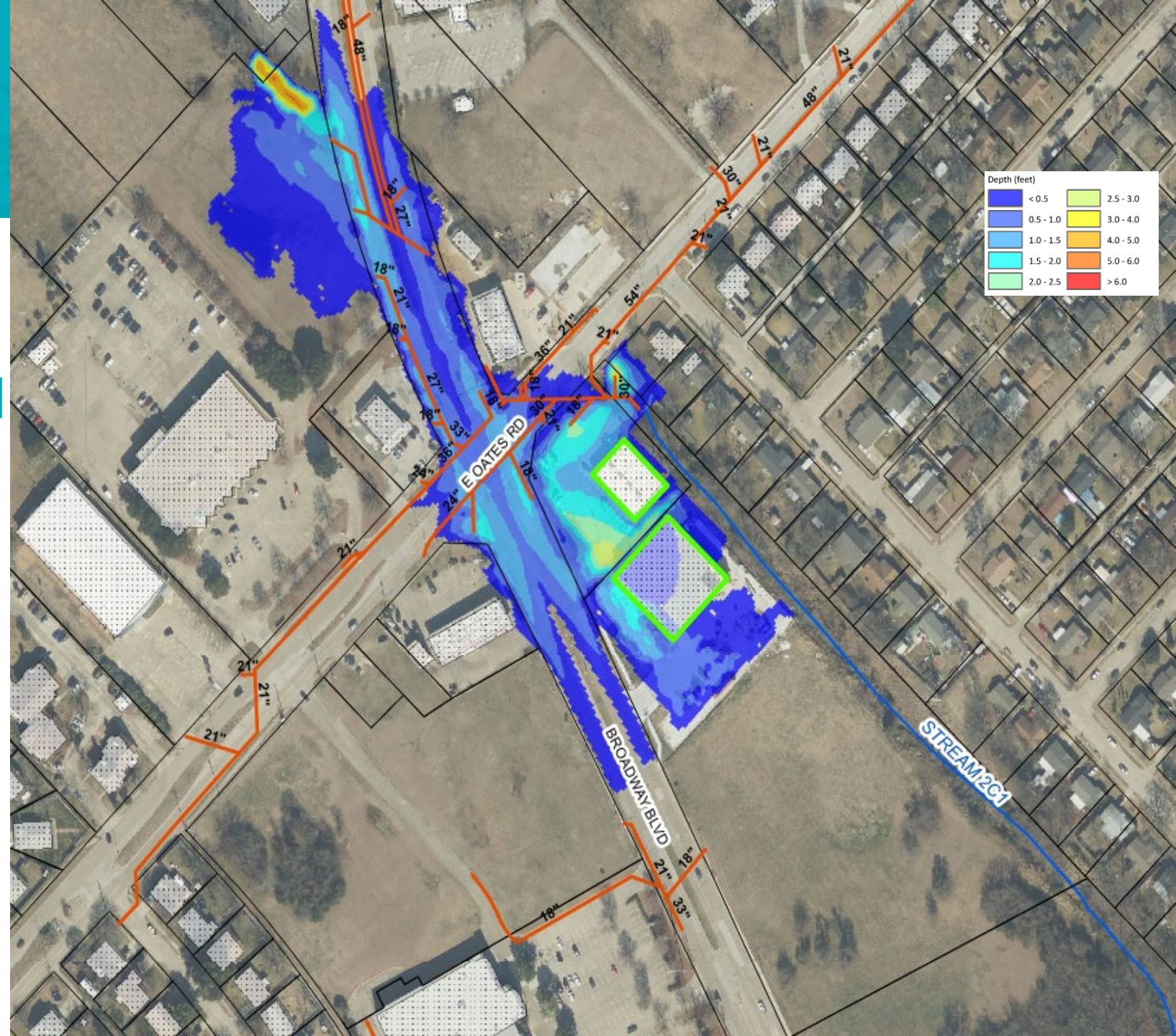




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Existing Inundation Map (100-Yr) Greenbrook - continued

- Overtopping of Broadway Blvd. by approximately 1.4 feet

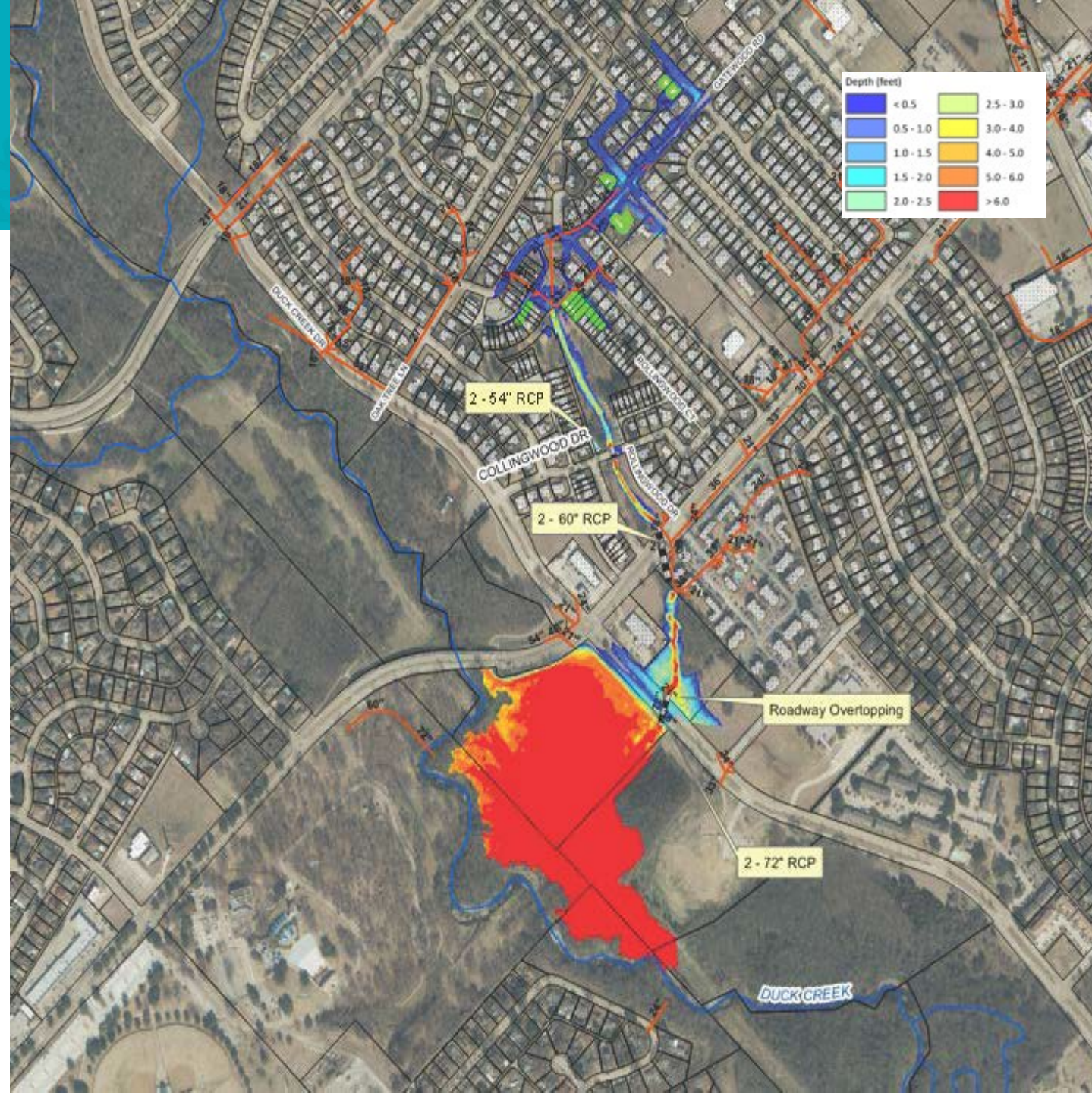




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Existing Inundation Map (100-Yr) Gatewood

- Flooding affects multiple structures
- Overtopping of Collingwood Dr by approximately 1.7 feet
- East Oates Rd is inundated by 0.7 feet of backwater while the structures on the south side of the road are inundated by 0.8 feet
- Overtopping of Duck Creek Dr by approximately 2.2 feet

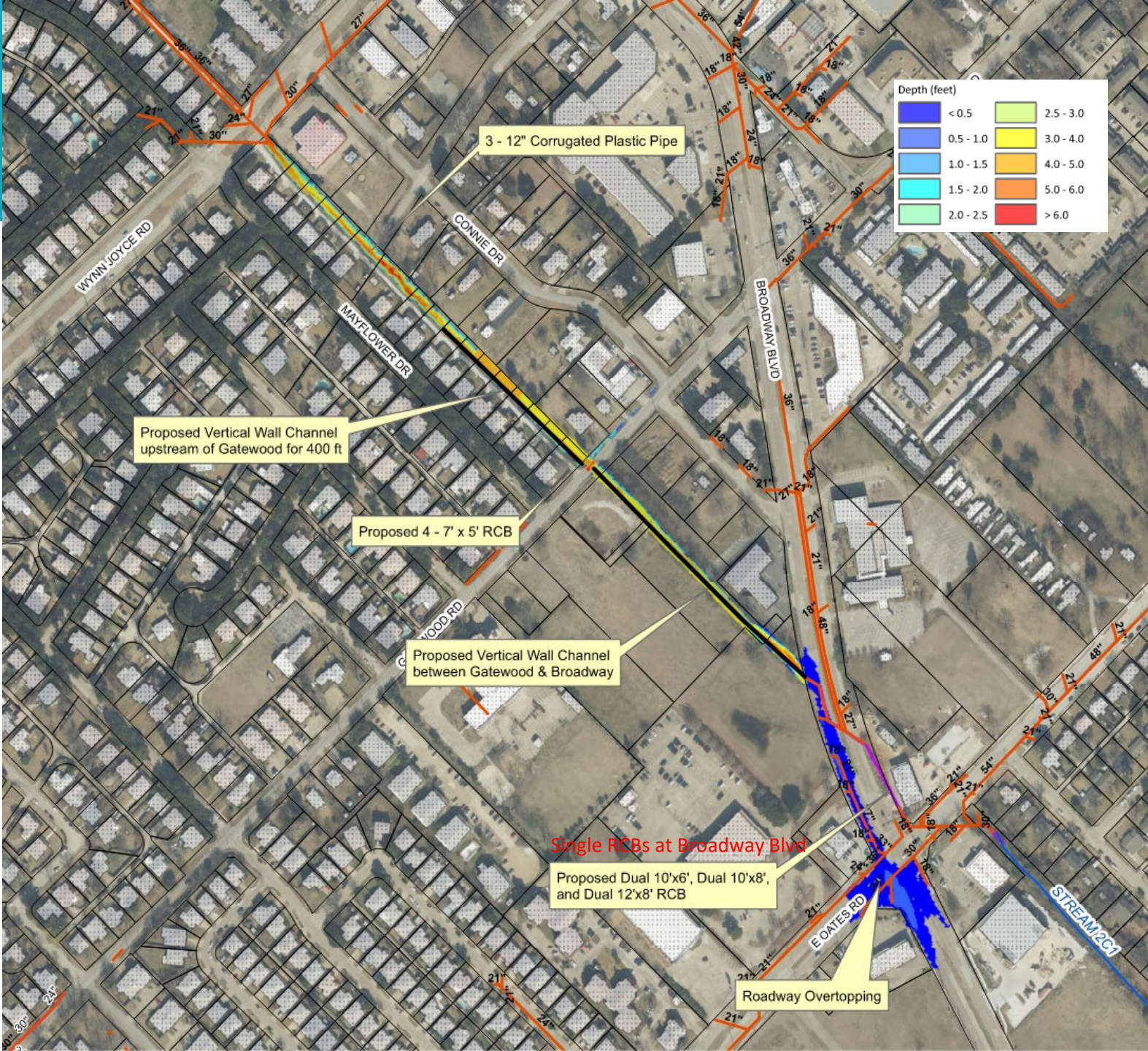




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Proposed Mitigations Greenbrook Area

Mitigations	Cost
Add single RCBs (size varies) at Broadway Boulevard	\$3,500,000
Widen channel with vertical walls between Gatewood Road and Broadway Boulevard	\$2,100,000
Upsize Gatewood Road culverts to 4-7'x5' RCBs to prevent overtopping during a 100-year storm event	\$800,000
Widen channel with vertical walls upstream of Gatewood Rd (400 LF)	\$600,000
Total Cost	\$7,000,000





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Proposed Mitigations Gatewood Area

Mitigations	Cost
Upsize Collingwood Drive culverts to 2-8'x5' RCBs	\$450,000
Line A: Upsize storm sewer to 4'x3' and 6'x5' RCBs, extend system, and add additional curb inlets. Line B: Upsize storm sewer from 24" RCP to 30"-48" RCP. Line C: Upsize storm sewer with 5'x3', 6'x3', and 6'x4' RCBs, and extend system around existing homes.	\$5,800,000
Total Cost	\$6,250,000





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Summary and Mitigation Options

Greenbrook Subdivision:

Phase I

- Upsize Broadway Blvd culverts
- Widen channel with vertical walls between Gatewood Road and Broadway Boulevard.

Phase II

During the improvement of Gatewood Rd:

- Upsize Gatewood Road culverts
- Widen channel with vertical walls upstream of Gatewood Rd

Gatewood Subdivision:

During the improvement of Gatewood Rd:

- Upsize Collingwood Drive culverts
- Upsize storm sewer system.



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Questions?



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

6.

Meeting Date: 09/16/2024
Title: Home Improvement Incentive Program - 2024 Report
Submitted By: Scott Bollinger, Neighborhood Resource Manager
Strategic Focus Area: Growing Economic Base
Safe Community
Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Scott Bollinger and Laura De La Vega of Neighborhood Vitality will provide an update to the council on the Home Improvement Incentive Program.

Background

City Council reauthorized funding for the Home Improvement Incentive Program for Fiscal Year 23-24. Neighborhood Vitality will provide information on the implementation of the Home Improvement Incentive Program.

Consideration / Recommendation

Staff briefing. No action is required.

Attachments

HIIP 2024 Report



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Home Improvement Incentive Program

City Council Work Session – Verbal Briefing
September 16, 2024



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Purpose and Goals

Purpose

Encourage homeowners to make improvements to their property via a financial incentive

Goals

- Preventing blight
- Improve property values
- Inspire surrounding homeowners to reinvest in their properties
- Increase the competitive draw of Garland neighborhoods



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Current Program Highlights

- ▶ Cash rebate for 50% of the cost of qualified improvements
- ▶ Minimum investment of \$1,000 and a maximum rebate of \$10,000
- ▶ Single Family Detached Homes
- ▶ Property must be at least 30 years old and cannot exceed a total DCAD value of the median appraised value for the single-family detached homes in Garland
- ▶ Rental properties are eligible



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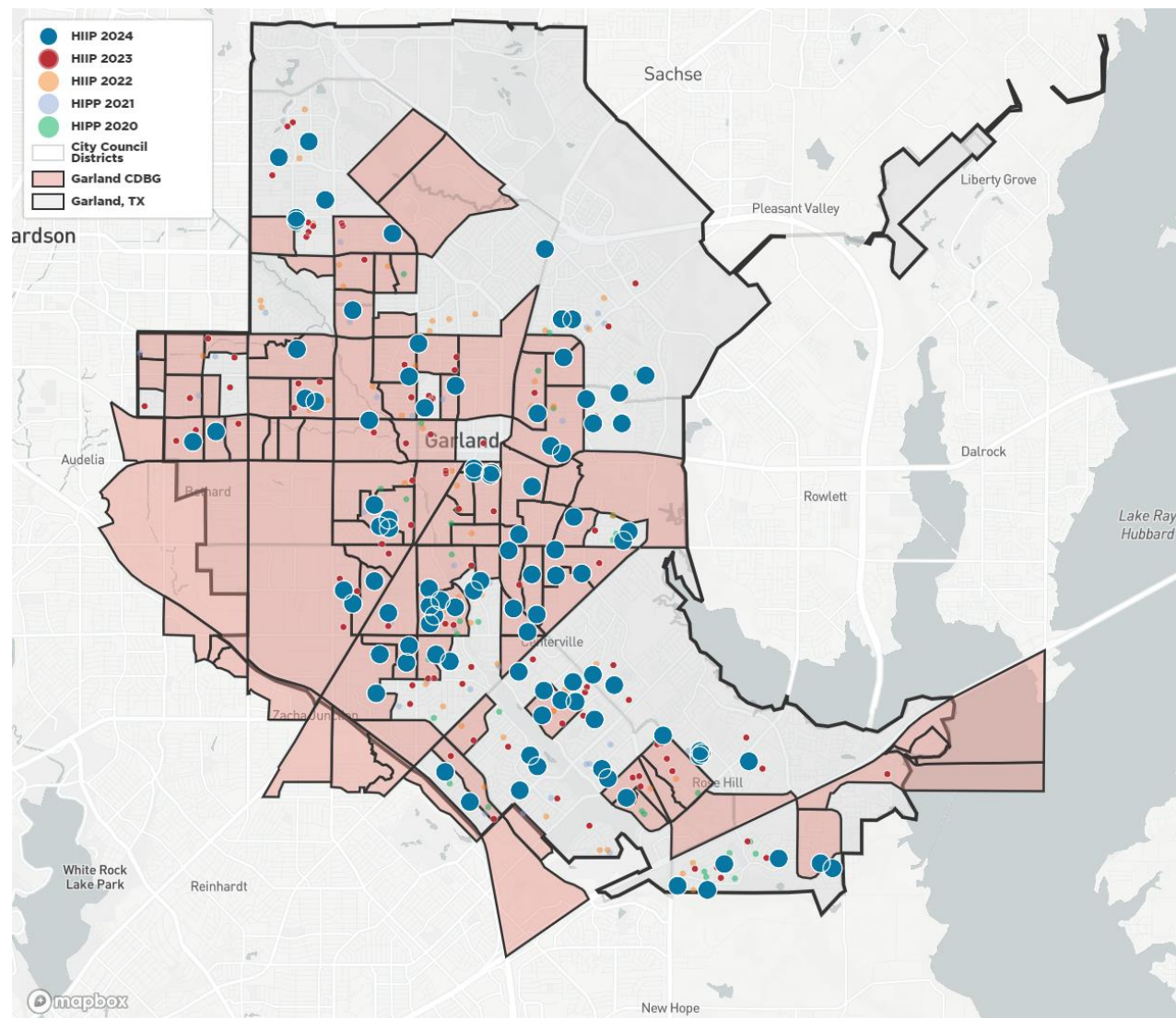
Current Program Highlights

	FY 24	FY 23
Applications Approved	98	104
Rebates Distributed (Total)	\$388,156	\$524,211
Average Actual Rebate	\$5,467	\$5,349
Committed Funds Remaining	\$154,955	\$0
Total Actual Investment	\$815,014	\$1,293,992
Average Investment	\$11,320	\$12,500
Most Common Improvement	Replace Windows (50)	Replace Windows (48)
Rental Properties	7% (7)	6.7% (7)
<i>Numbers as of August 19, 2024</i>		



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Current Program Highlights



Current Program Highlights

Top Three Repairs FY 24		
Repair Type	FY 24 Percent (No.)	FY 23 Percent (No.)
Replace Windows	29% (50)	24% (48)
Replace Fence	11% (19)	19.5% (39)
Repaint House	10% (18)	13% (26)



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Current Program Highlights

Thanks & Compliments:

"Thank you for your professionalism, courtesy and great customer service in assisting me through the HIIP process. I have a new roof on the house, and I received the reimbursement check today.

I'm fortunate to have participated in this program to maintain the value of my property as well as my neighborhood and the overall community.

Again, thank you for assistance. " - M. Sferra

"😊😊😊 Thank you!! " - O. Saenz



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Appraised Value Cap

Last year, the City Council agreed to set the appraised value cap at the median appraised value cap for single-family detached homes.

For FY25, that will be:

\$300,000



CDBG-Eligible Area

In 2022, the City Council directed us to set aside at least 50% of the available HIIP funding to be spent in CDBG-eligible areas.

	FY 24 Percentage (No.)	FY 23 Percentage (No.)
Properties in CDBG Area	58% (56)	60% (61)
Properties in Non-CDBG Areas	42% (40)	40% (40)



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Implementation Timeline

Fiscal Year	Allocation	Time to Substantially Commit
FY20	\$250,000	7 Mos.
FY21	\$250,000	4 Mos.
FY22	\$500,000	3 Mos.
FY23	\$500,000	3 Mos.
FY24	\$500,000	1 Mo.



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Promotional Strategy

Previous promotional strategy was based off a 7-month committed timeframe. As the time to substantially commit funds has drastically decreased, we propose the following:

- Launch City website and Facebook announcements and other social media channels in November
- Include a promotional message in November/December/January editions of the Neighborhood Chatter and Garland City Press Briefs
- Include a promotional message in the January/February edition of the Garland City Press



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 09/16/2024
Title: 2019 Bond Program - Status Update
Submitted By: Laura Dunn, Capital Project Management Director
Strategic Focus Area: Growing Economic Base
Commercially Thriving Downtown
Well-Maintained City Infrastructure
Arts, and Events
Safe Community
Vibrant Neighborhoods and
Commercial Centers
Reliable, Cost Efficient Utility
Services
Customer-Focused City Services
Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

Staff will brief Council on progress to date in implementing the 2019 Bond Program. In year five of implementation, construction is well underway for several key facilities anticipated to open for use between early to mid-2025: Holford Road (PGBT to City Limits), Holford Recreation Center and Neighborhood Aquatics Facility, Central Library, and West Garland Library. Additionally, Fire Station 6 is in the final stages of construction and will be opening soon.

Several other projects are nearing design completion and moving towards the bidding phase, including: Montclair Drainage Improvements, Fire Station 1, Fire Station 7, Garland Avenue Underpass Trail, Interior Security Improvements at Police Headquarters, and Garland Senior Activity Center.

Recently, the Council also approved the construction bid award for Surf & Swim. The Council will also consider the construction bid award for Naaman School Road (Brand Rd. to S.H. 78/Lavon Dr.) during the September 17 Regular Session. Furthermore, three trail projects are in the design phase, along with Shiloh Road (Kingsley to Miller).

The presentation serves as an abbreviated update on the key projects currently underway. A handout summarizing the current milestone status for all projects will also be provided to the Council.

Background

In May 2019, voters considered and approved \$423.7M in General Obligation (GO) Bonds spanning 8 propositions to fund various public improvement projects. The Project Management Office is currently managing the majority of the projects. In year five of implementation, approximately 70% of selected projects have been completed with 30% in progress.

Consideration / Recommendation

For informational purposes only.

Attachments

2019 Bond Program Update - Presentation
Milestone Status by Project - September 2024



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2019 Bond Program Update

City Council Work Session ▪ September 16, 2024

2019 Bond Program



PROPOSITION A:
Streets
\$122,250,000



PROPOSITION B:
Public Safety
\$51,350,000



PROPOSITION C:
Storm Drainage
\$47,350,000



PROPOSITION D:
Parks and Recreation
\$117,750,000



PROPOSITION E:
Libraries
\$21,000,000



PROPOSITION F:
Economic Development
\$46,000,000



PROPOSITION G:
Municipal Facilities
\$6,000,000



PROPOSITION H:
Animal Shelter
\$12,000,000

Build Garland Day – May 11, 2024



- Hollabaugh Recreation Center
- Watson Park
- Reality-Based Training Facility





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Storm Drainage Improvements



Country Club Park Estates

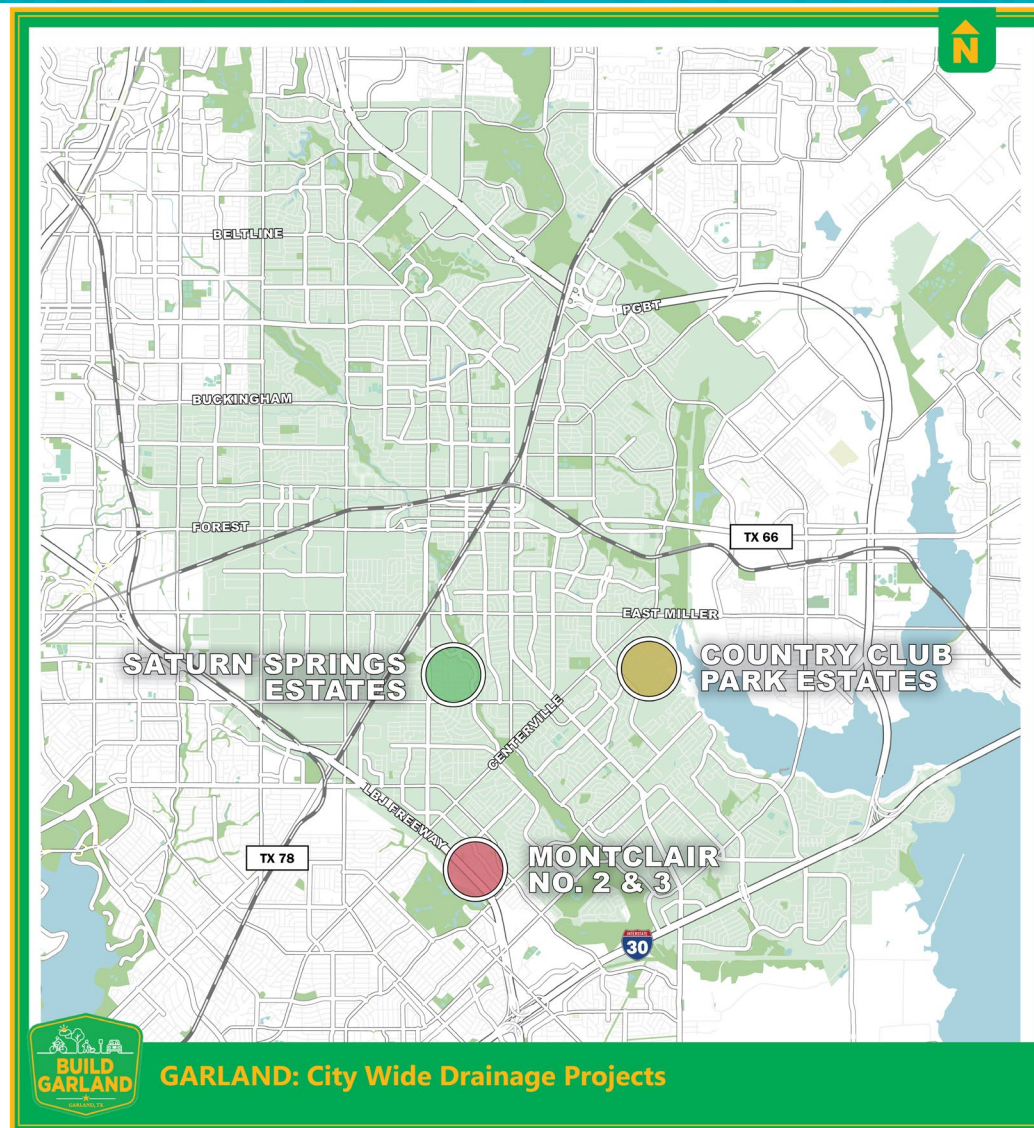
- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Construction – anticipated to start Summer 2025

Montclair No. 2 and No. 3

- ✓ Final design – complete
- Bidding for construction – initiating September 2024
- Construction – anticipated to start early 2025

Saturn Springs Estates

- ✓ 30% design submittal – complete
- 60% design submittal – underway
- Opportunity to schedule 1:1 meetings



Trail Development Program



- ✓ Bisby Transmission Trail – Complete
- Duck Creek Central Trail
 - ✓ Segment 1 (Phase 1 of Rick Oden) – Complete
 - ✓ Segment 2 (Phase 2 of Rick Oden) – Complete
 - Segment 3 (Miller to Avenue F) – Design underway
- Garland Avenue Underpass Trail – Design underway
 - ✓ 90% design – complete
 - ✓ Final design – complete
 - Bidding for Construction – initiating
 - Construction – anticipated to start early 2025
- Duck Creek Audubon Trail
 - ✓ 30% Design – underway
 - 60% Design – underway
- Naaman Forest Trail Connection
 - ✓ 60% Design – complete
 - 90% Design – underway



Trail Development Program Project Map

Bottleneck Improvements Program



Package 1

- ✓ Design – complete
- ✓ Bidding for Construction – complete
- Construction – underway, completion anticipated Spring 2025

Package 2

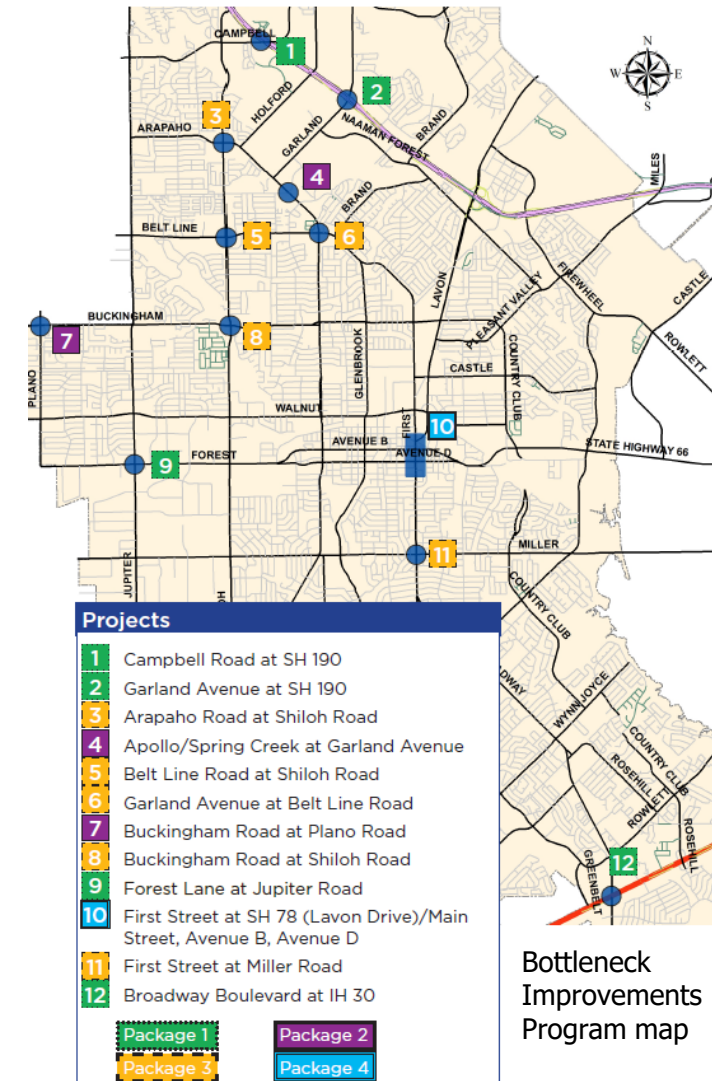
- ✓ Design – complete
- ✓ R.O.W. acquisition – complete
- Franchise utility relocations – underway
- Bidding for Construction – anticipated Fall 2024

Package 3

- ✓ Design – complete
- ✓ R.O.W. acquisition – complete
- Franchise utility relocations – underway
- Bidding for Construction – anticipated early 2025

Package 4

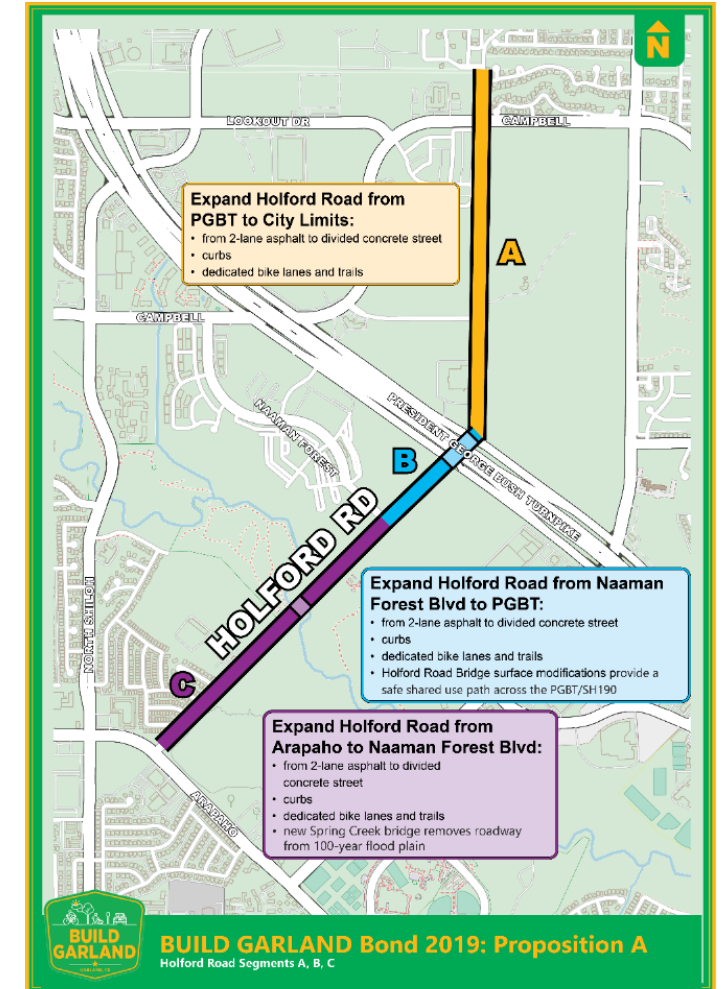
- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Coordinating with Commercial Corridor Revitalization project



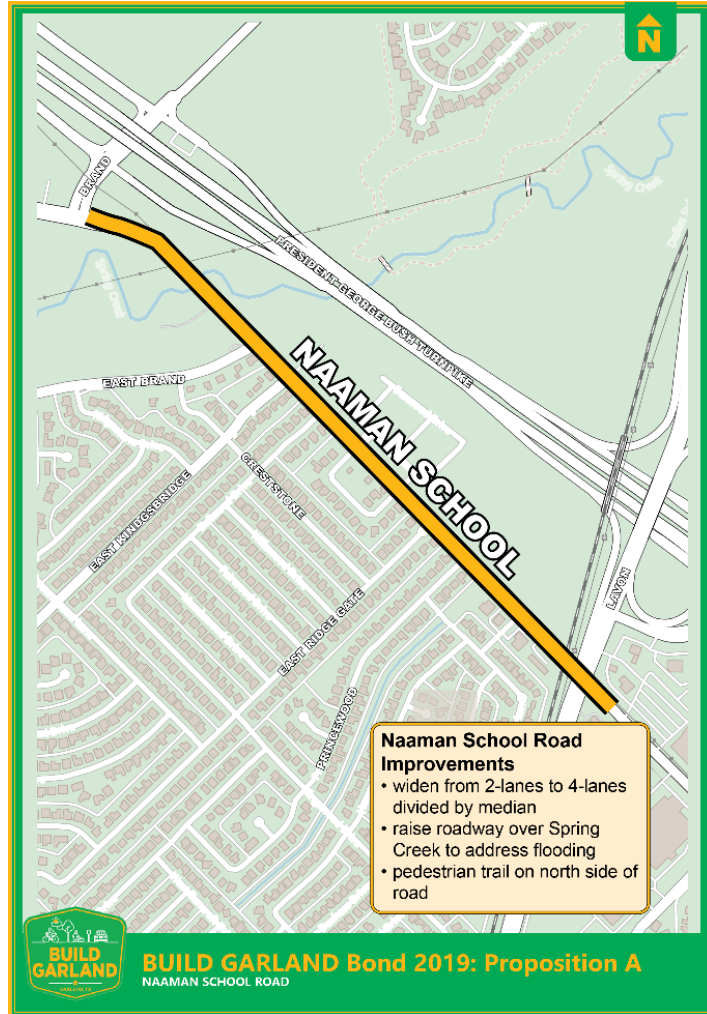
Bottleneck Improvements Program map

Holford Road – Segment A

- Construction – underway, approx. 55% complete
- Completion – anticipated Summer 2025

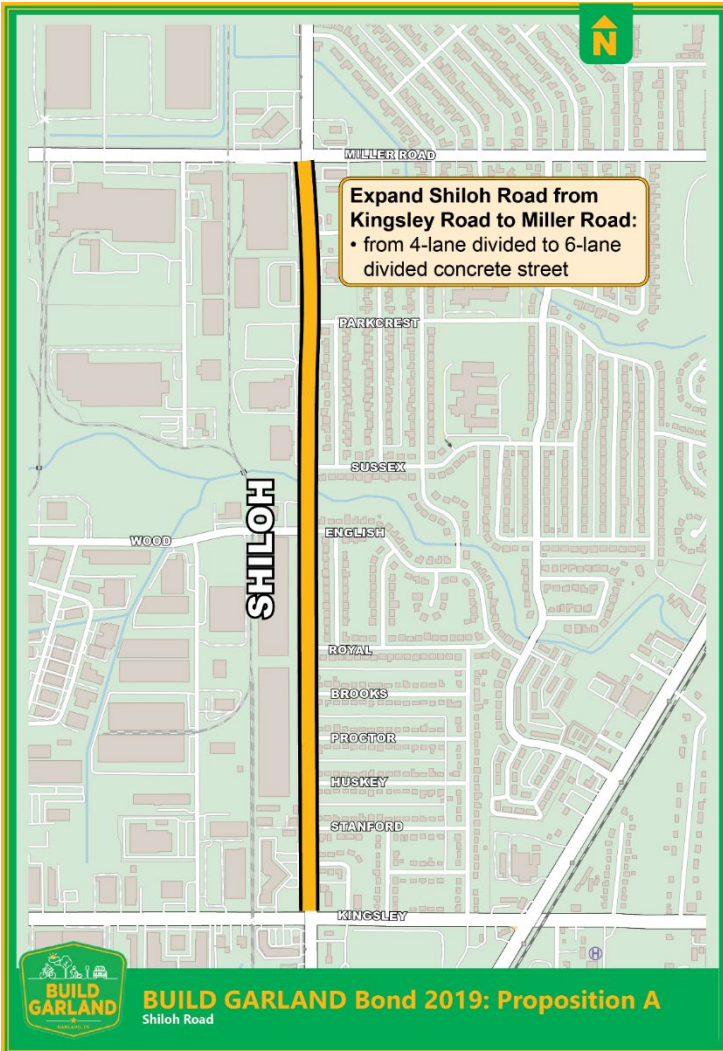


Naaman School Road



- ✓ Design – complete
- Franchise utility relocations – underway
- Permitting and agreements – underway
- Bidding for construction – bid award anticipated September 2024
- Construction – anticipated to start by end of 2024
- Open House – prior to construction starting

Shiloh Road (Kingsley to Miller)



- ✓ Public input / comment solicitation – complete
- ✓ TxDOT approval of alignment
 - 90% design submittal – underway
 - Right-of-way acquisition – initiating

Fire Stations



Fire Station 6

- Construction – underway
- Completion – anticipated Fall 2024

Fire Station 7

- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Bidding for construction – anticipated by end of 2024

Fire Station 1

- ✓ 90% design submittal – complete
- Bidding for construction – initiating September 2024





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Fire Station 6



Conceptual rendering



Construction progress photo

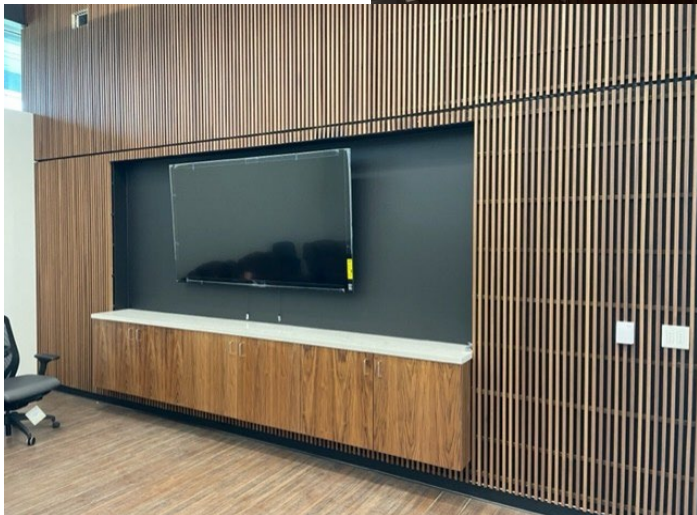


Construction progress photo



Construction progress photo

Fire Station 6

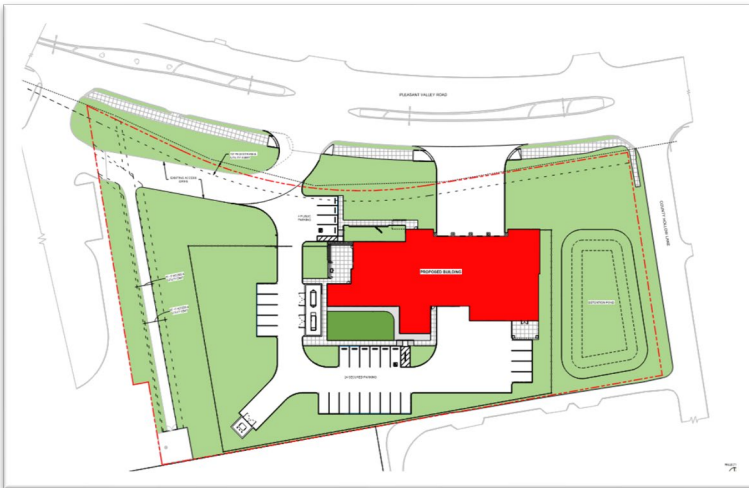


Fire Station 1



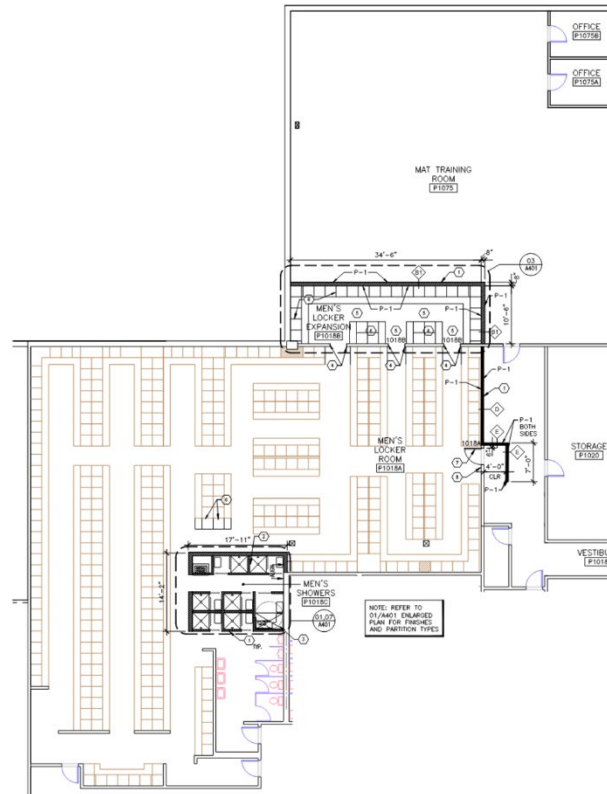
Fire Station 7

- ✓ Design development phase (60%) – complete
- Construction documents (90%) - underway
- Bidding for construction – anticipated by end of 2024





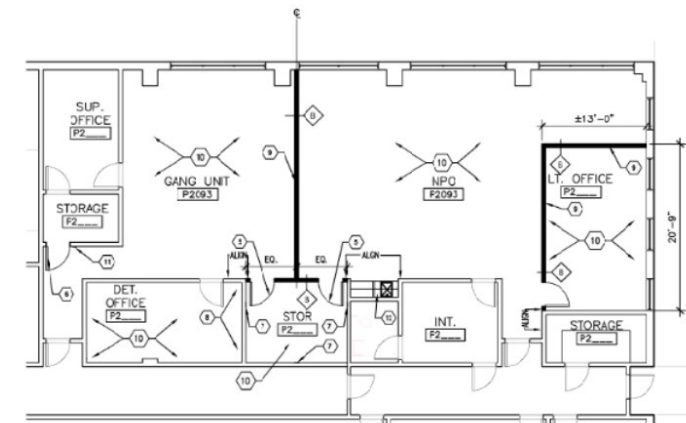
- Security Improvements
 - ✓ Perimeter Fence – complete
 - Interior remodel
 - ✓ Design - complete
 - Coordinating with Locker Room project
 - Bidding for construction – underway
 - Construction – anticipated to start Fall 2024



01 MENS LOCKER ROOM FLOOR PLAN
SCALE: 1/8" = 1'-0"



Perimeter Fence – construction progress photo



A1 GANG UNIT/ NPO OFFICE FLOOR PLAN
SCALE: 1/8" = 1'-0"

Central Library

- Construction – underway
- Construction completion – anticipated early 2025
- Grand Opening – anticipated Spring 2025



Conceptual rendering



West Garland Library

- Construction – underway
- Construction completion – anticipated early 2025
- Grand Opening – anticipated Spring 2025



Street Department Facility

- ✓ New building – construction complete
- ✓ Former building – demolition complete
- ✓ Parking lot construction – complete
- Open House – Fall 2024



Holford Recreation Center & Neighborhood Aquatics Center

- Construction – underway
- Opening – anticipated mid-2025



Surf & Swim

- ✓ Bidding for construction – complete
- Construction Notice to Proceed - issued July 2024
- Groundbreaking – anticipated Fall 2024
- Opening – anticipated Summer 2026



Garland Senior Activity Center

- ✓ Schematic design phase (30%) – completed
- ✓ Design development phase (60%) – underway
- Construction documents phase (90%) – completion anticipated Fall 2024
- Construction – anticipated to start Spring 2025

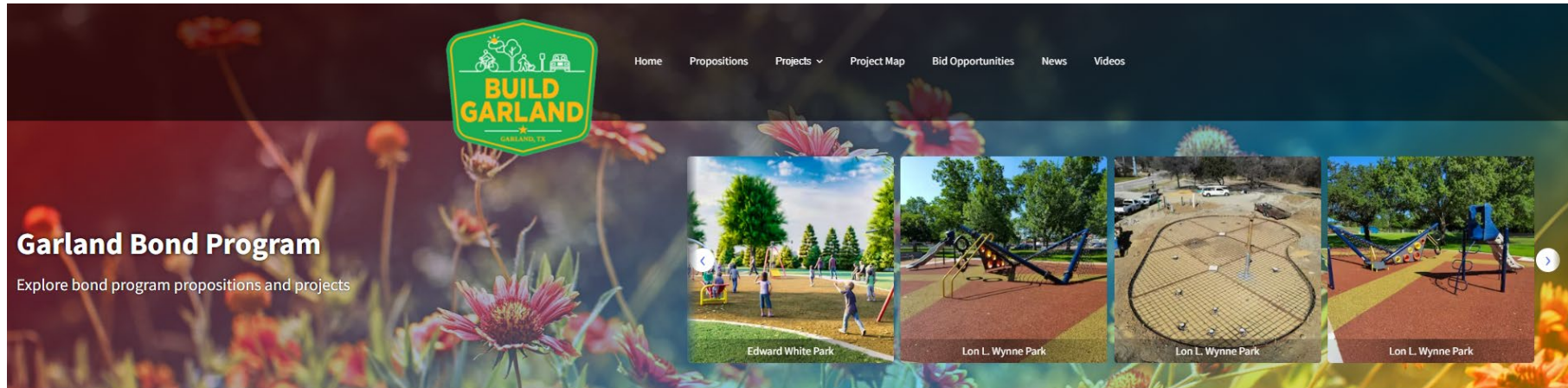


Conceptual rendering – view from Avenue A



Conceptual rendering – view from Avenue B





Garland Bond Program
Explore bond program propositions and projects

BUILD GARLAND
GARLAND, TX

Home Propositions Projects **▼** Project Map Bid Opportunities News Videos

Edward White Park

Lon L. Wynne Park

Lon L. Wynne Park

Lon L. Wynne Park

Propositions

Select a proposition to explore its projects and details



**Proposition G:
Municipal Facilities**
\$6,000,000
4 Projects

**Proposition H:
Animal Shelter**
\$12,000,000
2 Projects

**Proposition A:
Streets & Transportation**
\$122,250,000
22 Projects

**Proposition B:
Public Safety**
\$51,350,000
14 Projects

**Proposition C:
Parks & Recreation**
\$10,000,000
6 Projects



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Questions?

Laura Dunn, PMP

Capital Project Management Director

Project Management Office





2019 Bond Program

Status as of September 2024

Project / Program Name	Project Phase											Notes / Next Milestone
	Scheduled/Pre-Design Design Consultant Selection	Schematic Design (30%)	Design Development (60%) Construction Documents (90%)	Bidding for Construction	Construction Underway	Substantial Completion / Move-In	Project Closeout	Program (Ongoing/On- Demand)				
Proposition A -- Streets and Transportation												
Holford Road (PGBT to City Limits) - Segment A	✓	✓	✓	✓	✓	✓						Paving of southbound lanes anticipated to begin in October 2024.
Holford Road (Naaman Forest Blvd. to PGBT) - Segment B	✓	✓	✓	✓								
Holford Road (Arapaho to Naaman Forest) - Segment C	✓	✓										
Shiloh Road (Kingsley to Miller)	✓	✓	✓	✓								Initiating R.O.W. acquisition.
Naaman School Road (Brand to SH78)	✓	✓	✓	✓	✓							Construction bid award anticipated 9/17/2024.
Bottleneck Improvements Program												
Broadway Blvd @ IH30 - Pkg. 1	✓	✓	✓	✓	✓	✓						Working with Contractor to initiate construction at this location.
Garland Ave @ SH190 - Pkg. 1	✓	✓	✓	✓	✓	✓	✓	✓				
Campbell @ SH190 - Pkg. 1	✓	✓	✓	✓	✓	✓	✓	✓				
Forest @ Jupiter - Pkg. 1	✓	✓	✓	✓	✓	✓						Finalizing franchise utility relocations
Apollo/Spring Creek @ Garland Ave - Pkg. 2	✓	✓	✓	✓	✓							Design complete. Bidding is pending franchise utility relocations
Buckingham @ Plano Rd. - Pkg. 2	✓	✓	✓	✓	✓							
Arapaho @ Shiloh - Pkg. 3	✓	✓	✓	✓	✓							Design complete. Bidding is pending franchise utility relocations
Buckingham @ Shiloh - Pkg. 3	✓	✓	✓	✓	✓							
First @ Miller - Pkg. 3	✓	✓	✓	✓	✓							
Belt Line @ Shiloh - Pkg. 3	✓	✓	✓	✓	✓							
Garland Ave @Belt Line - Pkg. 3	✓	✓	✓	✓	✓							
First Street @ Lavon/Main/AveB/AveD - Pkg. 4	✓	✓	✓	✓								Coordinating with Commercial Corridor Project.
Downtown - Infrastructure, Square, Streetscapes	✓	✓	✓	✓	✓	✓	✓	✓				Funded from multiple propositions: A, D
Commercial Corridor Revitalization	✓	✓	✓	✓								Coordinating with First Street Bottlenecks - Pkg 4
Programs												
Operational and Safety Improvements												
Traffic Signal Equipment Modernization												
Traffic Control System												
Emergency Services Signal Equipment												
New Sidewalk / ADA Route Program												
Sidewalk Participation Program												275+ constructed since February 2022
New Traffic Signal Installations												
Railroad Crossing Improvements												
Paving of Unimproved Alleys	✓	✓	✓	✓	✓	✓	✓	✓				13 of the 13 constructed
Proposition B -- Public Safety												
Garland Police Property Room	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Fire Station No. 6	✓	✓	✓	✓	✓	✓						
Fire Station No. 1	✓	✓	✓	✓	✓							
Fire Station No. 7	✓	✓	✓	✓								
Range Improvements	✓	✓	✓	✓	✓	✓	✓	✓				
Reality Based Training Facility (Simunitions)	✓	✓	✓	✓	✓	✓	✓	✓				
Police Station Security Improvements												Perimeter fence construction complete
Proposition C -- Drainage and Flooding												
Country Club Park Estates Drainage Improvements	✓	✓	✓	✓								
Montclair No. 2 and No. 3 Drainage Improvements	✓	✓	✓	✓	✓							Bidding to initiate on September 17, 2024.
Saturn Springs Estates Drainage Improvements	✓	✓	✓									
Programs												
Drainage Improvements (prior to street replacement)												
Drainage Participation Program												
Local Flooding Program												
Flood-Prone Properties Fund												FEMA decision anticipated by December 2024



2019 Bond Program

Status as of September 2024

Project / Program Name	Project Phase									Program (Ongoing/On-Demand)	Notes / Next Milestone
	Scheduled/Pre-Design Design Consultant Selection	Schematic Design (30%)	Design Development (60%) Construction Documents (90%)	Bidding for Construction	Construction Underway Substantial Completion / Move-In	Project Closeout					
Proposition D -- Parks and Recreation											
Audubon Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Holford Recreation Center and Aquatic Facility	✓	✓	✓	✓	✓	✓					
Hollabaugh Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓			
Garland Senior Activity Center	✓	✓	✓	✓							
Sports Field Lighting at Winters Park Soccer	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Rick Oden Park Improvements	✓	✓	✓	✓	✓	✓	✓	✓			
Surf & Swim Regional Aquatic Facility	✓	✓	✓	✓	✓	✓					
Embree Park Splash Pad & Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Playground Replacement Program											
Bob Hall Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Lou Huff Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Douglas Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Oaks Branch Greenbelt Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Duck Creek Greenbelt Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Dorfman Park Playground	✓	✓	✓	✓		✓	✓	✓	✓		
Harold Bisby Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Grissom Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Edward White Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
John Cullom Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Independence Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Peavy Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Alamo Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Meadowcreek Branch Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Betsy Ross Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Winters Softball Complex Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Armstrong Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
M.G. (Jerry) Carter, Sr. Softball Complex Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Woodland Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Spring Creek Greenbelt - Fred E. Harris Section Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Tinsley Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Yarborough Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Montgomery Park Playground (Playground and more)	✓	✓	✓	✓	✓	✓	✓	✓			
Watson Park Improvements (Playground, Splash Pad, and more)	✓	✓	✓	✓	✓	✓	✓	✓			
Lon Wynne Park Improvements (Playground, Splash Pad, and more)	✓	✓	✓	✓	✓	✓	✓	✓			
Trail Development Program											
Duck Creek Central Trail - Segment 3 (Miller to Avenue F)	✓	✓	✓								
Bisby Transmission Trail	✓	✓	✓	✓	✓	✓	✓	✓			
Garland Avenue Underpass Trail	✓	✓	✓	✓	✓						
Naaman Forest Connection Trail	✓	✓	✓	✓							
Duck Creek Audubon Trail	✓	✓	✓								
Sports Field / Parks Renovation											
Audubon Park Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Bradfield Park Concessions/Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Holford Park Concessions/Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Central Park Concessions/Restroom (2 Buildings)	✓	✓	✓	✓	✓	✓	✓	✓			
Shade Structures (Bradfield, Carter, Central, Groves, Holford)	✓	✓	✓	✓	✓	✓	✓	✓			
Central Park Baseball & Football Lighting	✓	✓	✓	✓	✓	✓	✓	✓			



2019 Bond Program

Status as of September 2024

Project / Program Name	Project Phase									Program (Ongoing/On-Demand)	Notes / Next Milestone
	Scheduled/Pre-Design Design Consultant Selection	Schematic Design (30%)	Design Development (60%) Construction Documents (90%)	Bidding for Construction	Construction Underway Substantial Completion / Move-In	Project Closeout					
Park System Parking and Park Roads											
Bill Cody Park	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Duck Creek O'Banion	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Central Park (Baseball, Granger Rec Center)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Embree Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Cullom Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Tinsley Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Duck Creek Greenbelt	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Gatewood Pavilion & Parking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2004 and 2019 Bond Programs
Proposition E -- Libraries											
West Garland Library	✓	✓	✓	✓	✓	✓	✓				
Central Library	✓	✓	✓	✓	✓	✓	✓				
South Garland Branch Library	✓	✓	✓								
North Garland Branch Library	✓	✓	✓								
Proposition F -- Economic Development											
Economic Development and Redevelopment Programs										✓	
Neighborhood Vitality Program										✓	
Land Acquisition and Parcel Assemblage Program										✓	
Proposition G -- Municipal Facilities											
Street Department Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Transportation Operations & Maintenance Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Proposition H -- Animal Shelter											
Animal Shelter & Adoption Center	✓	✓	✓	✓	✓	✓	✓	✓	✓		



2004 Bond Program

Status as of September 2024

Project / Program Name	Project Phase										Program (Ongoing/On-Demand)	Notes / Next Milestone
	Scheduled/Pre-Design	Design Consultant Selection	Schematic Design (30%)	Design Development (60%)	Construction Documents (90%)	Bidding for Construction	Construction Underway	Substantial Completion / Move-In	Project Closeout			
Hwy 66 Turn Lane (Tuckerville Park Entrance)	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Gale Fields Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Granger Annex, Phase 2	✓	✓	✓	✓	✓	✓	✓	✓				
Tuckerville Park Development, Phase 1 Tennis Complex	✓	✓	✓	✓	✓	✓						
Skating/Skateboard Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Playground Improvements (2004 Bond)	✓	✓	✓	✓	✓	✓	✓	✓	✓			
John Paul Jones Park	✓	✓										
Garland Heights/Freeman Drainage	✓	✓	✓	✓							H&H study: Final Report is expected in Q4 2024	
Classic and Yale Drainage	✓	✓	✓	✓							Stream 2C5 Downstream Study: Final Report is expected in Q1 2025	
Meadowcreek Park Drainage	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Shady Lane Channel Reconstruction	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Miller Road - Saturn Road to Glenbrook Drive Drainage	✓	✓	✓	✓	✓	✓						
Bridge Rehabilitation, Group C	✓	✓	✓	✓	✓	✓	✓					
Fifth Street Drainage Outfall - Miller Road to Avenue D, Phase B	✓	✓	✓	✓							Target Bid date: Q4 2024	
Callejo Road - Botello Drive to Campbell Road	✓	✓	✓	✓	✓	✓						
Chaha Road - IH 30 to Lake Ray Hubbard Parkway	✓	✓	✓	✓	✓	✓						
Shiloh Road - IH 635 to Kingsley	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Bobtown Road - Rowlett to Waterhouse	✓	✓	✓	✓	✓	✓	✓	✓	✓			



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 09/16/2024
Title: 2025 Bond Study Committee Report
Submitted By: Andy Hesser, Managing Director
Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

2025 Bond Study Committee Report.

Background

This is a discussion item only.

Consideration / Recommendation

This item is for discussion only and to hear updates regarding the Bond Committee.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

9.

Meeting Date: 09/16/2024

Title: Fire Department Presentation on Hazardous Materials, EMS Charity Care, and Fire Recovery Fees Ordinance

Submitted By: Mark Lee, Fire Chief

Strategic Focus Area: Growing Economic Base
Safe Community
Customer-Focused City Services
Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

Council is requested to consider an ordinance modification pertaining to fees for partial cost recovery for certain vehicular collisions, vehicle fires, hazardous standbys, and special rescues. And for an ordinance allowing full cost recovery related to hazardous material incidents. As well as modification of the EMS Charity Care Ordinance.

Background

Currently there does not exist an ordinance for billing of costs associated with hazardous material incidents, or for partial cost recovery on certain vehicular collisions, vehicle fires, hazardous standbys, and special rescues. There are also allowable modifications to the federal ambulance supplemental payment program for consideration.

Consideration / Recommendation

Request feedback from Council on the proposed amendments to the fee schedule and ordinance adjustments as attached below.

Attachments

Fee Schedule Changes
Ordinance Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER FEE AND RATE SCHEDULE OF CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Chapter 10, "Administration," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to amend the Master Fee and Rate Schedule of Section 10.85(C) to read as follows:

"

. . .

(1) Chapter 21, article 1, Fire prevention

. . .

<i>Category</i>	<i>Fee</i>	<i>Reference(s)</i>
Fire Response Services		
Motor Vehicle Collision (Commercial or Non-Resident)		
Level 1 (Provides hazardous materials assessment and scene stabilization)	\$520.00	21.26(F)
Level 2 (Includes Level 1 services as well as clean up and material used for hazardous fluid cleanup/disposal.)	\$600.00	
Vehicle Fire (Commercial or Non-resident)		
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and	\$605.00	21.26(F)

automotive fluid cleanup as a result of the incident.		
Natural Gas Leaks (Breached lines by commercial contractor) Response and/or standby services pending gas company rendering the area safe from escaping, or pocketed gas.	\$500.00 plus \$225.00/hour/ engine \$300.00/hour/ fire truck with an aerial ladder	21.26 (F)
Special Rescue (Commercial or Non-Resident)	\$400.00	21.26 (F)
Hazmat Incident Response	100% Recovery of Cost Incurred	21.26 (E)

. . ."

Section 2

That Chapter 21 of the Code of Ordinances for the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

Section 4

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

PASSED AND APPROVED this the 17th day of September 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

PUBLISHED

City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21.26, "EMERGENCY SERVICE PROVIDED BY FIRE DEPARTMENT," OF ARTICLE II, "EMERGENCY AMBULANCE SERVICE," OF CHAPTER 21, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 21.26 "Emergency service provided by Fire Department," of Article II, "EMERGENCY AMBULANCE SERVICE," of Chapter 21, "Fire Prevention and Protection," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Section 21.26 Emergency service provided by Fire Department.

...

- (D) The City Manager, or his designee, shall adopt a Charity Care Policy and the procedures for administering the policy. The Charity Care Policy shall provide that the fees charged for ambulance services provided by the City may be fully or partially waived if the City is entitled to receive partial reimbursement under the federally approved Ambulance Supplemental Payment Program for the services provided to the person as follows:

- (1) A 100% waiver if the person's adjusted gross income falls below 400% of the federal poverty guideline threshold.

- (E) Any person or entity that owns or possesses hazardous material involved in a hazardous materials incident within the city, or any party or entity that intentionally, recklessly, or negligently causes or is responsible for a hazardous materials incident within the city, shall be liable for all expenses or costs incurred by the city, including but not limited, associated salary and overtime, as well as, any expensed or costs incurred by third parties which provide assistance to abate and remediate such an event. The

remedy provided by this section shall be in addition to any other remedies provided by law.

- (1) For the purposes of this section, "hazardous materials" shall be defined as any substances or materials in a quantity or form which, in the determination of the fire chief or his authorized representative, poses a risk to persons, property or the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum products, poisons, compressed or liquefied gases, etiologic (biologic) agents, oxidizers, corrosives, carcinogens, cryogens and organic peroxides.
 - (2) For the purpose of this section, "hazardous materials incidents" shall be defined as the release, or potential release, of a hazardous material from its container into the environment.
 - (3) For the purposes of this article, "direct or indirect costs suffered by the city, and any agencies which assist to abate and remediate such an event," included but are not limited to, direct and indirect costs and expenses attributable to the abatement or cleanup of any hazardous materials incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of protective equipment, costs of specialists, experts, or other contract labor utilized by the city, disposal costs, overhead costs, overtime costs, and any other incidental costs incurred by the city. The responsible party shall be billed for the recovery of the costs.
- (F) The Fire Department may be called upon to provide emergency incident response and service to certain vehicular crashes, vehicle fires, Hazardous Conditions, and Special Rescues within the City. In that regard, the Department may use City ambulances, apparatus, or equipment, or enter into an interlocal agreement with another governmental entity for such response and service. The Fire Department shall attempt to recover related expenses, through fees, listed in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10, as "Emergency Incident Recovery Fees."

"

Section 2

That Chapter 21 of the Code of Ordinances for the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

Section 4

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

PASSED AND APPROVED this the 17th day of September 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

PUBLISHED:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

10.

Meeting Date: 09/16/2024

Title: Amend Council Policies By Consensus to Grant City Manager Spending Authority Related to Insurance Coverage

Submitted By: Brian England, City Attorney

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Council is requested to amend Council policies granting the City Manager authority to bind insurance coverage within the approved budgetary framework, not to exceed a variance of more than 10% above the adopted budget.

Background

Insurance rates are on a competitive market and change daily. As a result, insurance companies will not give a firm quote on premiums until just a few days before they bind the rates. This leaves only a small window in which the City Manager is able to execute a contract with the City's insurance carriers. Therefore, the City Manager is unable to get timely approval from Council under the current Council Policy to execute insurance contracts valued over \$250,000. This proposed amendment will grant the City Manager the authority to bind insurance coverage in an amount not to exceed 10 percent of the amount approved by Council as part of the annual budget.

Consideration / Recommendation

Approve an amendment to Council Policies that reads: "The City Manager is authorized to approve and execute, by and on behalf of the City, purchases or other contracts requiring expenditures up to and including the amount of \$250,000.00. The City Manager is further authorized to bind insurance coverage in an amount not to exceed 10 percent of the amount approved by Council as part of the annual budget." (Division 3, "Financial and Fiscal Integrity Procedures," Section 2, "Financial Policy; statement of investment strategy, statement of investment policy," (P.40)



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

11.

Meeting Date: 09/16/2024

Title: Intragovernmental Affairs Committee Update and Discussion of Action Items

Submitted By: Ariel Traub, Managing Director

Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

Ariel Traub, Managing Director of Legislative & Public Affairs, will update the Council on departmental efforts and action items from the September Intragovernmental Affairs Committee meeting.

Background

This briefing will provide the City Council with various Departmental updates and action items from the September 3rd Intragovernmental Affairs Committee Meeting. Items to be discussed include:

1. Intragovernmental Affairs Committee Name Change Proposal
2. Legislative & Public Affairs Update
3. Presentation of the State Legislative Agenda

Consideration / Recommendation

1. Consider the name change of the Intragovernmental Affairs Committee to the Legislative & Public Affairs Committee
2. Consider the State Legislative Agenda & Recommend it be added to the October 8th Regular Meeting

Attachments

IGA Presentation



GARLAND

COMMITTEE NAME CHANGE

Intragovernmental Affairs Committee
September 3, 2024



GARLAND

LEGISLATIVE & PUBLIC AFFAIRS UPDATE

Intragovernmental Affairs Committee
September 3, 2024

Updates

01	Conferences (Past & Upcoming) • TPPA • NCSL • Texas Tribune • TML
02	Meetings
03	Committee Hearings
04	North Texas Commission
05	Regulatory Affairs Director Update



GARLAND

STATE LEGISLATIVE AGENDA

Intragovernmental Affairs Committee
September 3, 2024

2025 STATE LEGISLATIVE PROGRAM



CITY OF GARLAND

89TH STATE LEGISLATIVE SESSION



GARLAND

PROGRAM OVERVIEW

The City of Garland's Legislative & Public Affairs Department advocates, coordinates and advances the City's legislative agenda to enhance the City's ability to govern and provide essential municipal and community services. The purpose of the program is to ensure the City's interests are protected and enhanced through active involvement in the legislative process and strong intergovernmental relationships.

The City of Garland's 2025 State Legislative Program is a product of the City's needs and visionary goals, departmental input, and legislative expertise.

INTRAGOVERNMENTAL AFFAIRS COMMITTEE OF COUNCIL

The City of Garland Intragovernmental Affairs Committee is a Standing Committee, a permanent Committee of the City Council, established to coordinate City policies related to state and federal legislation and local ordinances.

The Committee oversees:

- Development of state and federal legislative agendas
- Positions on local partner ordinances
- Development of position papers
- Policies and programs that promote interagency cooperation
- Advocating activities

2024/25 Intergovernmental Affairs Committee Members:

Councilmember B.J. Williams, District 4
Councilmember (Mayor Pro Tem) Jeff Bass, District 1
Councilmember Chris Ott, District 8

PROTECT CITY OF GARLAND INTERESTS

The City of Garland (City) supports legislation that promotes local decision making such as decisions regarding city services and financial authority.

The City of Garland **opposes** legislation detrimental to the City, including bills that:

- Limit the City's ability to abide by the principle of self-government
- Mandate increased City costs
- Limit the City's ability to advocate on behalf of the community through trade associations and consultants
- Diminish the City's authority to provide for the public's health, safety, and welfare

PRESERVE MUNICIPAL-GOVERNMENT POLICY ENACTMENT

The City supports legislation that protects the rights of elected municipal officials to enact ordinances that address the policy priorities and needs of the City's residents, businesses, and visitors.

The City **opposes** legislation that imposes state preemption of municipal authority in general or specifically erodes Garland's authority to govern locally.

PRESERVE PROPERTY & SALES TAX REVENUE

The City supports transparency regarding property tax rates, property values, and property tax income.

The City supports maintaining provisions for debt financing to allow for the flexibility to make necessary expenditures such as infrastructure and equipment.

The City **opposes** expansion of revenue, tax, or appraisal caps which limit the City's ability to raise sufficient funds to pay for critical municipal public services.

The City **opposes** new property or sales tax exemptions that would substantially erode Garland's tax base.



PROTECTING TAXPAYERS' INVESTMENT IN PUBLIC UTILITIES AND ASSETS

The City supports legislation that ensures the City can continue to own and operate the City's electric utility - Garland Power & Light (GP&L).

The City supports legislation regarding energy market design that is constructed through open, collaborative efforts with stakeholders, and does not adversely affect GP&L ratepayers.

The City supports legislation that maintains state and regional water plans while preserving the authority to continue to provide a consistent and safe water supply through the City of Garland Water Utility's operational system within its current jurisdictional boundaries.

The City supports legislation that protects municipally owned utilities from any liability regarding PFAS/PFOS lawsuits and holds manufacturing entities liable for additional treatment costs associated with the use and or production of PFAS/PFOS chemicals.

The City **opposes** legislation that would deny the City from being adequately compensated for the use of its rights-of-way, or would erode municipal authority over the management and control of rights-of-way.

The City **opposes** legislation that negatively impacts the service level, stability, or return-on-investment for its residents.

KEEPING GARLAND SAFE

The City supports legislation that enhances the safety of first responders while preserving their authority to utilize necessary tools and strategies to ensure the safety of Garland citizens.

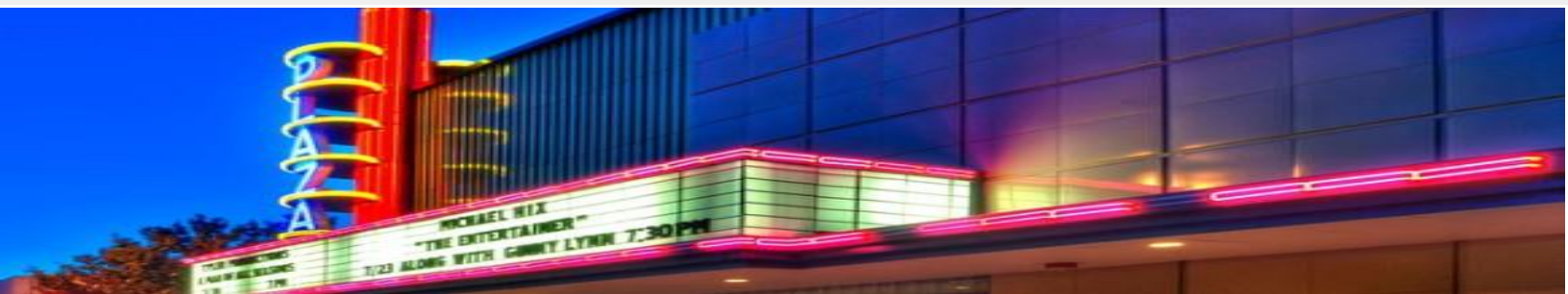
The City supports legislation that enhances funding to support disaster preparedness and response initiatives.

The City supports legislation that funds and enhances cybersecurity measures to protect critical infrastructure from cyber threats.

KEEPING GARLAND COMPETITIVE

The City supports legislation maintaining incentives that supplement local economic development strategies to fund employee recruitment and retention.

The City supports legislation that maintains Type A and Type B sales taxes to pursue and retain primary employer jobs.



The City supports avenues to allow for a local option election on the sale of alcoholic beverages in certain areas within the City.

The City supports legislation that allows municipalities to pursue local decision making related to land use and economic growth.

The City supports legislation that limits housing finance corporations (HFCs) to operating only within their jurisdiction with requirements to notify taxing entities, receive consent, and introduce reporting requirements.

TRANSPORTATION FUNDING FOR CURRENT AND FUTURE GROWTH

The City supports legislation that would allow municipal elected officials, municipal voters, or both to approve city funding options to pay for construction, maintenance, and repair of streets, sidewalks, and transportation authorities.

The City supports legislation that allows local governments to increase restrictive revenue caps to fund essential services including public safety and transportation improvements.

PLANNING AND DEVELOPMENT TO MAINTAIN GARLAND'S UNIQUE CHARACTER

The City supports legislation to maintain the municipal elected officials' authority to regulate city growth and development through city land development ordinances.

Planning & Development:

- The City **opposes** legislation that imposes mandates on the City's ability to determine construction ordinances or measures that are appropriate for the community. This includes lot size requirements, density, and other general zoning regulations under municipal authority.

Building Codes and Materials:

- The City supports legislation that repeals amendments to House Bill 2439 (86th Regular Session) which preempted cities from regulating building materials.

PARKS AND RECREATION INVESTMENT FOR A HEALTHY GARLAND

The City supports legislation that enhances investment in parks and open spaces, and conserves open spaces that connect communities safely to the mental, social, and physical benefits of outdoor and recreational opportunities.

CONTINUATION OF A VIBRANT ARTS & CULTURE COMMUNITY

The City supports legislation that funds the arts and libraries to support a strong and vibrant City of Garland arts and cultural industry by:

- Preserving the use of Municipality Hotel Occupancy Tax (HOT) to fund the arts; and
- Maintaining municipality autonomy in allocation of HOT revenue



QUESTIONS?

Email: atraub@garlandtx.gov

Office: 972-205-2616

Cell: 936-662-3469





GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

12.

Meeting Date: 09/16/2024

Title: Transportation Infrastructure and Mobility Committee Report

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Transportation Infrastructure and Mobility Committee Chair, Chis Ott will report on the following items:

1. Neighborhood Speed Limits

Background

Consideration / Recommendation

Attachments

Residential Speed Limit Reduction



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Residential Speed Limit Reduction

TIM Committee August 20, 2024



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Texas Transportation Code 545.352

*Establishes prima facie speed limits for all roadways in the state,
based on the type of road:*

Residential : 30 MPH



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Speed Limit Reduction

Texas Transportation Code 545.356

Authority of Municipality to Alter Speed Limits

- X 2,000 or less population
- X County Roads
- X Crash Investigation (temporary)
- X Construction (temporary)
- ✓ Traffic Study
- ✓ Signage
- ✓ Two-lane undivided roadway





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Speed Limit Reduction

Annually (no later than February 1st)

- ▶ Publish on website and submit to the Texas Transportation Commission
 - ▶ # traffic citations including alleged speed
 - ▶ # warning citations
 - ▶ # of vehicular accidents resulting in injury or death and attributable to speed limit violations for each affected segment of the roadway





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Residential Speed Limit Signage

Budget Impact

- Approximately 6,800 residential street segments
 - ▶ 2 signs per segment or 13,600 signs
 - ▶ \$58 per sign fabrication and installation
 - ▶ \$788,800 fabrication and installation
 - ▶ \$1.36 million traffic studies
 - ▶ \$2.15 million total cost fabrication and installation



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Questions?



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

13.

Meeting Date: 09/16/2024

Title: Texas Municipal League (TML) Newly Elected Officials' Orientation Report

Submitted By: Letecia McNatt, Assistant to the City Manager

Issue/Summary

City Council policy states that, "a Councilmember shall provide a report on any meeting attended at the expense of the City at the next regular meeting of the Council. If multiple Councilmembers attended the same event, a joint report may be made. The City Manager will provide City Council with an annual written briefing on Council travel and related expenses" (Article II, Division 1, Section 6E). Accordingly, this verbal briefing has been allotted to allow Councilmember Beard to provide a report following attendance of the Texas Municipal League (TML) Newly Elected City Officials' Orientation.

Background

City Council Policy (Article II, Division 1, Section 6E)

Consideration / Recommendation

Informational report for City Council per current policies. No direction needed.

Attachments

TML Newly Elected Officials' Orientation



TML Newly Elected City Officials' Orientation

You've got questions...we've got answers.

July 18-19 • San Antonio

August 8-9 • Round Rock

Welcome

Information by Location ▾

General Information

Registration

Visitor Information ▾

TML Website

Thursday, July 18, 2024

7:30–8:00 a.m.	Registration and Light Breakfast
8:00–8:10 a.m.	Welcome
8:10–9:10 a.m.	Collaborative Leadership <i>Bennett Sandlin, Executive Director, Texas Municipal League</i>
9:10–9:25 a.m.	Stretch Break
9:25–10:25 a.m.	Parliamentary Procedure: Being Aware of the Key Rules
10:30–11:30 a.m.	Basic Legal Requirements for Budget and Tax Rate Setting
11:30 a.m.–1:00 p.m.	Lunch on Your Own! Visit San Antonio Riverwalk for walkable restaurant options.
1:00–2:00 p.m.	Governing Ethically: Understanding Your Influence
2:05–3:05 p.m.	Fundamentals of City Regulation
3:05–3:15 p.m.	Stretch Break
3:15–4:15 p.m.	Land Use and Zoning

4:20–5:00 p.m.	Advocating for Your City
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Friday, July 19, 2024

7:30–8:00 a.m.	Light Breakfast
8:00–9:00 a.m.	Your City's Revenue Sources and Economic Development
9:05–10:05 a.m.	Texas Public Information Act Required Training
10:10–11:10 a.m.	Texas Open Meetings Act Required Training

TML Municipal League - All Rights Reserved



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

14.

Meeting Date: 09/16/2024

Title: Citywide Appointment

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Citywide Appointment

- April Smith - Animal Services Committee, Educational Representative

Background

N/A

Consideration / Recommendation

Consider the appointment.

Attachments

April Smith Application



Application for City of Garland Boards and Commissions

First Name:	April	Last Name:	Smith
Address:	310 Faircrest Drive	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75040
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	

Email address:

Do you use, or have you ever used, any of the following: Facebook, Twitter, Instagram, LinkedIn, Nextdoor, TikTok

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

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

1 st	Animal Services Committee	2 nd Choice:		3 rd Choice:	
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Please list any experience that qualifies you to serve in the areas you have indicated.

Veterinary Professional since November 2003; Licensed Veterinary Technician Texas since 2011; Currently employed with Garland ISD as Veterinary Science Instructor; Several students currently interning at the Garland Animal Shelter

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

None

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

Garland Gives service project, Labor Day Parade volunteer - Noon Exchange Club; Garland ISD community events (PreK Event, Back to School Events)

What is your educational background?

Bachelors Agriculture, emphasis Animal Science 2003 - Stephen F Austin State University
Associates Applied Science, Veterinary Technology 2010 - Dallas College @ Cedar Valley
Masters Science, Agriculture 2022 - Texas A&M Commerce

Referred by:	Art Munoz	District:	8
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

15.

Meeting Date: 09/16/2024

Title: Citywide Appointment

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Citywide Appointment

- David Fuentes- Animal Services Advisory Committee, Shelter Operations Coordinator

Background

N/A

Consideration / Recommendation

Consider the appointment.

Attachments

David Fuentes Application



Application for City of Garland Boards and Commissions

First Name:	David	Last Name:	Fuentes
Address:	4950 Keller Springs Suite 155	Apt./Suite:	
City:	Addison	State:	TX
		Zip Code:	75001
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		Not a resident	Length of Garland residency (in years)?
			10+ years
Email address:			
Do you use, or have you ever used, any of the following:			

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

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

1 st	Animal Services Committee	2 nd Choice:		3 rd Choice:	
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Please list any experience that qualifies you to serve in the areas you have indicated.

10+ years of experience in animal welfare with approximately 6 years of supervisory experience
Certified animal control officer
Certified basic peace officer
Certified humane investigator - Nation Animal Cruelty Investigations Academy
Certified Equine Investigator - Code 3 Associates

Approximately 4 years experience teaching animal cruelty investigations to the public and law enforcement.
If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

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

N/A

What is your educational background?

Master's Degree Criminal Justice Nova Southeastern University
Bachelor's Degree Communications Texas Christian University

Referred by:	Arturo munoz	District:	N/A
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

16.

Meeting Date: 09/16/2024

Title: Citywide Appointment

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Citywide Appointment

- Deana Siegler- Animal Services Advisory Committee, Non-Profit Animal Welfare Official

Background

N/A

Consideration / Recommendation

Consider the appointment.

Attachments

Deana Siegler



GARLAND

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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: 08/24/24

Name: Deana Seigler Phone: 469- [REDACTED] (Home)

Address: 6008 Teresa Lane Phone: _____ (Other)

City, State, Zip: Rowlett, TX 75089 Email: [REDACTED]

Resident of Garland for _____ years Resident of Texas for 31.5 years

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

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.

President of Friends of Rescue Animals, Animal Behavior College Certified Dog Trainer

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

City of Rowlett Animal Shelter Advisory Board, November 2017 - September 2023

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

Volunteer, Foster and Board Member with multiple animal welfare non-profits

What is your educational background?

BS Computer Engineering, MS Management & Administrative Sciences

What is your occupational experience?

Retired Senior Director Software Engineering with Raytheon (now RTX)

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

Deana Seigler

Board or Commission of first, second and third choice:

- | | | |
|--|--|---|
| ☒ 1. Animal Services | _____ Garland Cultural Arts Commission | _____ Parks and Recreation Board |
| _____ Board of Adjustment | _____ Garland Youth Council ** | _____ Plan Commission * |
| _____ Citizens Environmental and Neighborhood Advisory Committee | _____ Library Board | _____ Senior Citizens Advisory Committee |
| _____ Civil Service Commission | _____ Property Standards Board | _____ Unified Building Standards Commission |
| _____ Community Multicultural 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 _____			Disclosure Form Filed _____

Revised 05/2021



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

17.

Meeting Date: 09/16/2024

Title: Boards and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Deputy Mayor Pro Tem Lucht

- Catherine Haedge - Environmental and Community Advisory Board

Background

Consideration / Recommendation

Attachments

Catherine Haedge



Application for City of Garland Boards and Commissions

First Name:	Catherine	Last Name:	Haedge
Address:	822 Arrowhead Drive	Apt./Suite:	Garland, Texas 75043
City:	Garland	State:	TX
		Zip Code:	75043
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		Length of Garland residency (in years)?	
10+ years		10+ years	
Email address:			
Do you use, or have you ever used, any of the following:			
Facebook			

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

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

1 st	Citizens Environmental and Neighborhood Advisory Committee	2 nd Choice:	Library Board	3 rd Choice:	Parks and Recreation Board
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Please list any experience that qualifies you to serve in the areas you have indicated.

I have been the coordinator for New World Crime Watch for two years. We have been active with neighborhood events, both educational and social. I have participated in the Tri City Clean Up and the Duck Creek Clean Up events. I have been a site captain a couple of times.

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

I have not.

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

New World Crime Watch
Duck Creek Clean Up
Tri City Clean Up
Attended "Home is Where the Heart Is" events

What is your educational background?

Bachelor of Arts in Education

Referred by: Margaret Lucht

District: 5



Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

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

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

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

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

Return completed Boards and Commissions Application and Disclosure Form to:

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

Signature: Date: