



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

Tuesday, September 5, 2023

5:30 p.m.

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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.

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. Renewal of Health Authority and Interlocal Agreements

Written staff presentation and recommendation prepared by Mandy Pippen, Health Department Director, regarding Chapter 121 of the Texas Health & Safety Code, which requires Council confirmation of the Health Director and having a licensed physician to aid a nonphysician Director of Health. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

b. Household Hazardous Waste Interlocal Agreement

Written staff presentation and recommendation to renew a contract with Dallas County allowing Garland's participation in the Dallas Area Household Hazardous Waste Network. This item fulfills a requirement of Garland's Storm Water Management Plan, and unless otherwise directed by Council, the contract will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

c. Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2024 Comprehensive Grant

Written staff presentation and recommendation regarding accepting the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Comprehensive Grant, prepared by Jeffrey Bryan, Chief of Police. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 5, 2023 Regular Meeting.

d. Speed Limit Changes on Bobtown

Written staff presentation and recommendation by Paul Luedtke, Transportation Director, regarding the realignment portion of Bobtown Road. A portion of Bobtown Road does not currently have a speed limit, and therefore a speed limit needs to be set. Also, the appropriate speed limit on the portion of Bobtown Road that was replaced needs to be set. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

e. Removal of Right Turn on Red Restriction

Written staff presentation and recommendation by Paul Luedtke, Transportation Director, regarding the recent reconstruction of the SH78 (Garland Ave) and Miller Road intersection and the proposed removal of the prohibition to turn right on a red light that is currently in place at that intersection. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

f. Renewal of Interlocal Agreement between Garland Public Health and Parkland Health & Hospital System

Written staff presentation and recommendation prepared by Mandy Pippen, Health Department Director, regarding the acceptance of an interlocal agreement with the Dallas County Hospital District to provide social work services through Garland Public Health and comply with Texas Department of State Health Services contract requirements. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

g. Facility Condition Assessment proposal from McKinstry Essention LLC.

Written staff presentation and recommendation by Bill Wilson, Facilities Management Director, regarding the establishment of periodic Facilities Condition Assessments (FCAs) to ensure the effective upkeep and oversight of Garland's municipal facilities. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 5, 2023 Regular Council meeting.

4. Verbal Briefings:

a. FY 2023-24 Budget Discussions - Final Direction from Council

Hear a presentation prepared by Allyson Bell Steadman, Budget Director and receive Council direction regarding FY 2023-24 Budget. Unless otherwise directed, this item will be scheduled for formal consideration at the September 5, 2023 Regular Meeting.

b. Developer Requirements for Traffic Impact Studies

Staff will give a presentation prepared by Paul Luedtke, Transport Director, regarding developer requirements for Traffic Impact Studies.

c. Garland Power & Light and Water Utility Customer Service Protocol and Procedures

At the request of Council Member Williams and seconded by Council Member Lucht, hear a presentation prepared by Kevin Slay, Customer Service Managing Director, regarding protocol and processes for addressing billing-related issues, including by not limited to billing increases, payment arrangements, and heat wave service disconnection policy adjustments.

5. Discuss Appointments to Boards and Commissions

a. Mayor Scott LeMay

- John Kaiwi – Board of Adjustment
- Charles Pickitt – Community Multicultural Commission

Mayor Pro Tem Jeff Bass

- Sarah Montoya – Library Board
- Robert Shepherd – Unified Building Standards Board

Council Member Margaret Lucht

- Rene Granado – Community Multicultural Commission

Council Member Carissa Dutton

- DeAnne Driver – Cultural Arts Commission
- David Morehead – Parks and Recreation Board
- Joseph McDermott – Plan Commission
- Caleb Ernst – Property Standards Board
- Lori Barnett Dodson – Tax Increment Finance #3 Board
- Jack R. Wyatt, Jr. – Unified Building Standards Board

Council Member Chris Ott

- Lupita Torres - Cultural Arts Commission
- Trellas Gotcher - Library Board
- Robert John Smith - Plan Commission
- Dale Long - Property Standards Board
- Ann Garrett - Senior Citizens Advisory Board
- Tony Torres - Tax Increment Finance #3 Board
- Chip Gordon - Unified Building Standards Board

6. Announce Future Agenda Items

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

7. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

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

(1) the purchase, exchange, lease or value of real property located in the vicinity of the historic downtown district (551.072); 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 the vicinity of South Garland Avenue and I-635 and with which the City is conducting economic

development negotiations (551.087) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).

8. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: September 5, 2023
Item Title: Renewal of Health Authority and Interlocal Agreements
Submitted By: Mandy Pippen, Director
Strategic Focus Areas: Safe Community

ISSUE

Chapter 121 of the Texas Health & Safety Code requires a local health department (city or county) which employs a nonphysician Director of Health to have a licensed physician to aid the Director in the control of communicable diseases within the jurisdiction. State law also requires that the Director's appointment of a City Health Authority be confirmed by Council every two years.

Through interlocal agreements with the City of Garland, Dr. Lambert also serves as the Health Authority for the City of Rowlett and the City of Sachse. Both interlocal agreements expire September 30, 2023.

OPTIONS

1. Renew the appointment of a City Health Authority and designee to ensure the Public Health Clinic is operating within the law. Renew the interlocal agreements with the City of Rowlett and City of Sachse to maximize control of communicable disease within a shared school district.
2. Reject Dr. Lambert's appointments as City Health Authority and request the Director of Health to interview new candidates for the position. Discontinue the partnerships with the City of Rowlett and City of Sachse, thus ending the coordination between municipalities that share a school district.

RECOMMENDATION

Staff recommends that Council confirm Dr. Timothy Lambert, M.D. for a two-year term as City Health Authority and Dr. Norman Clothier, M.D. for a two-year term as the Health Authority designee and authorize the City Manager to renew the interlocal agreements with the City of Rowlett and the City of Sachse for the purpose of public health services (Option 1). Both the City of Rowlett and City of Sachse have reviewed the agreements and no issues with renewal are anticipated.

BACKGROUND

Dr. Timothy Lambert has served as the Garland Health Authority since June 25, 2005. His current two-year term expires September 30, 2023. The position is paid \$24, 000 annually through the Texas Department of State Health Services Immunization Grant. Rowlett reimburses Garland at \$300.00 per month and Sachse reimburses Garland at \$100.00 per month. The common Health Authority provides an effective way to track and control communicable disease outbreaks since all three cities share one school district with open campus enrollment. Dr. Norman Clothier, M.D. was added as a Health Authority designee in 2021. Dr. Clothier would only have Health Authority responsibilities if Dr. Lambert is unavailable. Designating a back-up Health Authority ensures a seamless transition without loss of authority to implement disease control measures if Dr. Lambert becomes unavailable. Dr. Clothier is paid \$500 per month as a Health Authority designee. If Dr. Clothier assumes the Health Authority role, he would be paid \$2000 per month, also through the Immunization grant.

CONSIDERATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

Attachments

Interlocal Agreement-Rowlett
Interlocal Agreement-Sachse
Exhibit A-Fee Schedule
Referenced "Agreement"

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

COUNTY OF DALLAS §

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

RECITALS:

WHEREAS, the **CITY of Rowlett** and the City of **Garland** entered into a Professional Services Agreement on or about the 1st day of October 2023, for the purposes of **Garland** providing Public Health Services (**PHS**) for Rowlett citizens; and

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

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2025 unless renewed by both parties.

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

ASSURANCES

The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

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

TERMINATION

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

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

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

EXECUTED this _____ day of _____, 2023

CITY OF ROWLETT, TEXAS

By: _____
David Hall, JD, City Manager

ATTEST:

By: _____
Evette Whitehead, Interim City Secretary

APPROVED AS TO FORM:

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

EXECUTED this _____ day of _____, 2023

CITY OF GARLAND, TEXAS

By: _____
Judson Rex, City Manager

ATTEST:

By: _____
Rene Dowl, City Secretary

APPROVED AS TO FORM:

By: _____
Brian England, City Attorney

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

COUNTY OF DALLAS §

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

RECITALS:

WHEREAS, the **CITY of Sachse** and the City of **Garland** entered into a Professional Services Agreement on or about the 1st day of October 2023, for the purposes of **Garland** providing Public Health Services (**PHS**) for Sachse citizens; and

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

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2025 unless renewed by both parties.

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

ASSURANCES

The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

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

TERMINATION

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

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

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

EXECUTED this _____ day of _____, 2023

CITY OF SACHSE, TEXAS

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
Leah Granger, City Secretary

APPROVED AS TO FORM:

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

EXECUTED this _____ day of _____, 2023

CITY OF GARLAND, TEXAS

By: _____
Judson Rex, City Manager

ATTEST:

By: _____
Rene Dowl, City Secretary

APPROVED AS TO FORM:

By: _____
Brian England, City Attorney



GARLAND

PUBLIC HEALTH

TVFC- eligible children

(One vaccine) \$13.00/per child

(Two vaccines) \$25.00/per child

(Three or more vaccines) \$40.00/per child

- | | | | |
|--------------------------------|--|----------------------|--------------------------|
| • DTap/ Tdap | • Hepatitis A (Series of 2) | • Meningitis (MCV4) | • PCV13 (Prennar) |
| • DTap IPV | • Hepatitis B (Series of 3) | • Meningitis Group B | • Polio (IPV) |
| • Dtap IPV Hep B (Pediarix) | • HIB | • MMR | • Rotavirus |
| • Dtap IPV Hib (Pentacel) | • Human Papillomavirus (HPV, Series of 2 or 3) | • MMRV (Proquad) | • Varicella (Chickenpox) |
| • Dtap IPV Hib Hep B (Vaxelis) | | | |

ASN-eligible adults

(One vaccine) \$25.00

\$10.00/each additional vaccine

- | | |
|---|---|
| • Hepatitis A (Series of 2, 6 months apart) | • PCV20 (Prennar) |
| • Hepatitis B (Series of 3) | • PPSV23 (Pneumovax) |
| • Human Papillomavirus (HPV, Series of 3) | • Tdap/ Td |
| • Meningitis (MCV4) | • Twinrix (Hep A Hep B, Series of 3 or 4) |
| • MMR | • Varicella (Chickenpox) |

Private Pay

Price per vaccine

- | | | | |
|---------------------------------------|-------|------------------------------------|-------|
| • Dtap Polio Hep B (Pediarix) | \$100 | • TB skin test | \$35 |
| • Hepatitis A | \$85 | • Tdap | \$70 |
| • Hepatitis B (Heplisav, Series of 2) | \$150 | • Twinrix (HepA HepB, Series of 3) | \$150 |
| • Hepatitis B (Series of 3) | \$100 | • Typhoid (injectable) | \$150 |
| • HIB | \$50 | • Varicella (Chickenpox) | \$170 |
| • Human Papillomavirus (HPV) | \$275 | • Yellow Fever | \$200 |
| • Meningitis (MCV4) | \$170 | Pediatric | |
| • Meningitis Group B | \$205 | • Dtap IPV Hib Hep B (Vaxelis) | \$200 |
| • MMR | \$105 | • Dtap | \$50 |
| • MMRV (Proquad) | \$250 | • Dtap IPV | \$80 |
| • PCV13 (Prennar) | \$250 | • DTap Hep B IPV (Pediarix) | \$100 |
| • PCV20 (Prennar) | \$275 | • Hepatitis A | \$65 |
| • Polio (IPV) | \$60 | • Hepatitis B | \$45 |
| • PPSV23 (Pneumovax) | \$135 | • HIB | \$50 |
| • Rabies | \$390 | • Rotavirus | \$125 |
| • Shingrix | \$200 | | |

Medicaid accepted for Immunizations (under 18yrs) with Medicaid ID (no fee)

GPH does not deny immunization services to clients that qualify for VFC/ASN based on the inability to pay

Prices subject to change without notice.



Flu Vaccines

ASN eligible adults	\$10 (Currently not available)
VFC eligible children	\$13
Quadrivalent	\$20
High Dose	\$75
FluBlok	\$75

Titer Fee Schedule

Hep B Surface AB QN	\$55
Measles AB IGG, EIA	\$55
Mumps Virus IGG, EIA	\$55
Rubella IGG EIA	\$55
MMR (IGG) Panel	\$165
Rabies	\$100
TB Quantiferon	\$90
VZV (Varicella) IGG	\$60

Other Services

Copy of Vaccine Record	\$8
Transfer/ Translate Vaccine Report	\$25



Certificate of Appointment

For a

Local Health Authority

I, Brian Funderburk, acting in the capacity as a

(Check the appropriate designation below)

- ☐ Non-physician and the Local Health Department Director
☒ Mayor or Designee
☐ County Judge of Designee
☐ Chairperson of the Public Health District

do hereby certify the physician, Cyrus Timothy Lambert, M.D., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Garland, Texas.

Date term of office begins October 1, 2013

Date term of office ends September 30, 2015, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☒ City Manager, City of Rowlett
☒ City Council for the City of Rowlett
☐ Commissioners Court for _____ County
☐ Board of Health for the _____ Public Health District

I certify to the above information on this the 18 day of September, 2013.



Signature of appointing official
INTERIM CITY MANAGER
(See reverse side for instructions)



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Cyrus Timothy Lambert, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Cyrus Timothy Lambert, M.D.
Affiant

A handwritten signature in blue ink, appearing to read "C. Tim Lambert".

1905 Chapel Cove, Rowlett, TX 75088
Mailing Address ZIP

972-475-1236; 214-537-5527
(Area Code) Phone Number (day and evening)

ctimlambert@gmail.com
Email Address

SWORN TO and subscribed before me this 18th day of September, 2013.

A handwritten signature in blue ink, appearing to read "Stacey Chadwick".

Signature of Person Administering Oath

A handwritten printed name in blue ink, appearing to read "Stacey Chadwick".

Printed Name

A handwritten title in blue ink, appearing to read "Deputy City Secretary".

Title





THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I, **Cyrus Timothy Lambert, M.D.**, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

A handwritten signature in blue ink, reading "C. Tim Lambert", written over a horizontal line.

Affiant Signature

Cyrus Timothy Lambert, M.D.

Printed Name

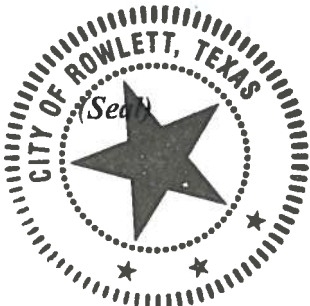
Health Authority

Position to Which Elected/Appointed

City of Rowlett

City and/or County

SWORN TO and subscribed before me by affiant on this 18th day of September 2013.



A handwritten signature in blue ink, reading "Stacy Chadwick", written over a horizontal line.

Signature of Person Authorized to Administer
Oaths/Affidavits

A handwritten signature in blue ink, reading "Stacy Chadwick", written over a horizontal line.

Printed Name

A handwritten signature in blue ink, reading "Deputy City Secretary", written over a horizontal line.

Title



Certificate of Appointment

For a

Local Health Authority

I, Marc J. Kurbansade, acting in the capacity as a

(Check the appropriate designation below)

- ☐ Non-physician and the Local Health Department Director
☒ Mayor or Designee
☐ County Judge of Designee
☐ Chairperson of the Public Health District

do hereby certify the physician, Cyrus Timothy Lambert, M.D., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Sachse, Texas.

Date term of office begins October 1, 2013

Date term of office ends September 30, 2015, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☒ Director of Community Development
☒ City Council for the City of Sachse
☐ Commissioners Court for _____ County
☐ Board of Health for the _____ Public Health District

I certify to the above information on this the 18 day of September, 2013.



Signature of appointing official

(See reverse side for instructions)



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I, Cyrus Timothy Lambert, M.D., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

A handwritten signature in cursive script, appearing to read "Cyrus Lambert", written over a horizontal line.

Affiant Signature

Cyrus Timothy Lambert, M.D.

Printed Name

Health Authority

Position to Which Elected/Appointed

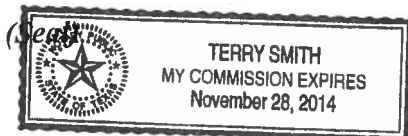
City of Sachse

City and/or County

SWORN TO and subscribed before me by affiant on this 18th day of September 2013.

A handwritten signature in cursive script, appearing to read "Terry Smith", written over a horizontal line.

Signature of Person Authorized to Administer
Oaths/Affidavits



Printed Name

Title



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Cyrus Timothy Lambert, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Cyrus Timothy Lambert, M.D.
Affiant

1905 Chapel Cove, Rowlett, TX 75088
Mailing Address ZIP

972-475-1236; 214-537-5527
(Area Code) Phone Number (day and evening)

ctimlambert@gmail.com
Email Address

SWORN TO and subscribed before me this 18th day of September, 2013.

Terry Smith
Signature of Person Administering Oath

Terry Smith
Printed Name

CITY SECRETARY
Title

(Seal)



Certificate of Appointment

For a

Local Health Authority

I, Jason Chessher, acting in the capacity as a

(Check the appropriate designation below)

- ☒ Non-physician and the Local Health Department Director
☐ Mayor or Designee
☐ County Judge of Designee
☐ Chairperson of the Public Health District

do hereby certify the physician, Cyrus Timothy Lambert, M.D., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Garland, Texas.

Date term of office begins October 1, 2013

Date term of office ends September 30, 2015, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☒ Director, Garland Health Department
☒ City Council for the City of Garland
☐ Commissioners Court for _____ County
☐ Board of Health for the _____ Public Health District

I certify to the above information on this the 18 day of September, 2013.



Signature of appointing official

(See reverse side for instructions)



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Cyrus Timothy Lambert, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

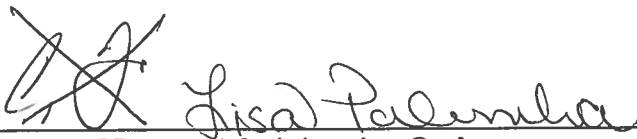
Cyrus Timothy Lambert, M.D.
Affiant

1905 Chapel Cove, Rowlett, TX 75088
Mailing Address ZIP

972-475-1236; 214-537-5527
(Area Code) Phone Number (day and evening)

ctimlambert@gmail.com
Email Address

SWORN TO and subscribed before me this 18th day of September, 2013.


Signature of Person Administering Oath

Lisa Palomba
Printed Name

City Secretary
Title

(Seal)



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I, Cyrus Timothy Lambert, M.D., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

C. Tim Lambert

Affiant Signature

Cyrus Timothy Lambert, M.D.

Printed Name

Health Authority

Position to Which Elected/Appointed

City of Garland

City and/or County

SWORN TO and subscribed before me by affiant on this 18th day of September 2013.

Lisa Palomba

Signature of Person Authorized to Administer
Oaths/Affidavits

(Seal)

Lisa Palomba

Printed Name

City Secretary

Title

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

WHEREAS, the City of Sachse and the City of Garland entered into a Professional Services Agreement on or about the 1st day of October, 2013, for the purposes of the City of Garland providing Public Health Services (PHS) for the City of Sachse citizens; and

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

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2015 unless renewed by both parties.

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

ASSURANCES The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

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

TERMINATION

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

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

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

EXECUTED this 17th day of September, 2013

CITY OF SACHSE, TEXAS

By: Will K George
BILLY GEORGE, City Manager

ATTEST:

By: Terry Smith
TERRY SMITH, City Secretary

EXECTUED this 14 day of August, 2013.

CITY OF GARLAND, TEXAS

By: William E. Dollar
WILLIAM E. DOLLAR, City Manager

ATTEST:

By: Lisa Palomba
LISA PALOMBA, City Secretary

STATE OF TEXAS §

 § **PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF DALLAS §

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

RECITALS:

WHEREAS, the **CITY of Rowlett** and the City of **Garland** entered into a Professional Services Agreement on or about the 1st day of October, 2013, for the purposes of **Garland** providing Public Health Services (PHS) for Rowlett citizens; and

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

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2015 unless renewed by both parties.

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

ASSURANCES The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

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

TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or part, at its sole discretion, by written notice to the other party for the following reasons:

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

EXECUTED this 25th day of September, 2013

CITY OF ROWLETT, TEXAS

By: Brian Funderburk
Brian Funderburk, Interim City Manager

ATTEST:

By: Laura Hallmark
Laura Hallmark, City Secretary

APPROVED AS TO FORM:

By: David M. Berman
DAVID M. BERMAN, City Attorney

EXECUTED this 4th day of September, 2013.

CITY OF GARLAND, TEXAS

By: William E. Dollar
WILLIAM E. DOLLAR, City Manager

ATTEST:

By: Lisa Palomba
Lisa Palomba, City Secretary

APPROVED AS TO FORM:

By: Brad Neighbor
BRAD NEIGHBOR, City Attorney



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: September 5, 2023
Item Title: Household Hazardous Waste Interlocal Agreement
Submitted By: Mandy Pippen, Director
Strategic Focus Areas: Customer-Focused City Services

ISSUE

Garland's Storm Water Management Plan, approved by the Texas Commission on Environmental Quality (TCEQ), requires that Garland provide a Household Hazardous Waste (HHW) Management Program for HHW disposal. For over 25 years, Garland has contracted with Dallas County to allow Garland citizens to participate in the Dallas Area Household Hazardous Waste (HHW) Network, which operates at a fixed disposal facility (the Dallas County Home Chemical Collection Center) near Garland located at 11234 Plano Road, Dallas Texas. The current contract expires September 30, 2023 and must be renewed to allow continued citizen participation.

OPTIONS

1. Continue participating in the Dallas Area HHW Network by authorizing the City Manager or designee to renew the Interlocal Agreement with Dallas County. (See Attachment entitled 2024 HHW ILA)
2. Direct staff to explore other household HHW disposal options including a permanent fixed site in Garland or periodic collection events in Garland.

RECOMMENDATION

Staff recommends that the Council authorize the City Manager or designee to renew an interlocal agreement with Dallas County to participate in the Dallas Area HHW Network. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

BACKGROUND

Garland's original Municipal Separate Storm Sewer System (MS4) permit, issued by the United States EPA in February, 1997 required the City to provide a Household Hazardous Waste Management Program. The replacement MS4 permit, issued by the State of Texas, has the same requirement for a Household Hazardous Waste Management Program. In late 1997, the City of Garland entered into a four-year interlocal agreement with Dallas County to participate in the Dallas Area HHW Network. The original contract expired in December,

2001. Council has approved several subsequent agreements, the most recent of which will expire on September 30, 2023.

Household Hazardous Waste generally consists of unwanted home chemicals including insecticides, herbicides, antifreeze, latex and oil-based paints, etc. Currently, there are sixteen Dallas County cities that participate in this program and pay for their citizens' waste disposal and a proportional share of the operating expenses. In FY2022, Garland's single family homes represented 12.71% of the total HHW Network. The HHW Network's permanent collection facility at 11234 Plano Rd. (just south of Forest Lane near the Dallas/Garland boundary) is convenient to Garland residents. The facility is open three days per week and the second and fourth Saturday of each month. Due to hazards posed by the mixing of chemicals in Environmental Waste Services collection trucks and the disposal of such wastes in Garland's landfill, HHW is not allowed to be placed in the automated trash cans.

CONSIDERATION

1. Continued Participation in HHW Network (Option 1)
 - The permanent facility on Plano Road provides a convenient method of HHW disposal for the citizens of Garland.
 - Dallas County can negotiate lower disposal costs because of the volume of the combined cities.
 - Large collection events are conducted periodically throughout the county and Garland residents may participate in these events.
2. Explore other HHW disposal options including a permanent fixed site or periodic collection events. (Option 2)
 - The Storm Water Fund contains no funds for HHW capital improvements. (there are currently no funds with which to purchase or build a permanent facility in Garland). Funding for additional qualified staff would also be necessary to staff a fixed site in Garland.
 - The convenience to the citizens would be slightly enhanced if the facility were actually located in Garland.
 - Periodic HHW collection events could be held throughout the year, but this would require residents to store HHW between collection events.

Funds are available in the Storm Water account to cover the costs of participating in the HHW Network (\$270,000).

Attachments

2024 HHW ILA
Exhibit B2023

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT NO. 1
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The “Agreement”)
BETWEEN
DALLAS COUNTY
AND
CITY OF GARLAND
(The “City”)
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on, June 20, 2023, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement (“Agreement”) that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

WHEREAS, the proposed Amendment No.1, along with the attachment C2024, will serve to continue the Household Hazardous Waste Program through fiscal year 2024, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 1 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 1, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
PURPOSE**

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

**II.
AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2023, through September 30, 2024.

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

1. “A sum not to exceed 270,000.00 for disposal, setup, operational, capital, and

transportation costs for HHW collection for residents of the City during the period from October 1, 2023 through September 30, 2024. This figure is based on the program's annual budget contained in **Exhibit C2024** which is incorporated herein for all purposes.

- a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
- b. Operational and capital costs shall be paid quarterly in advance.
- c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2023 of the Agreement entitled *FY2023 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2024 entitled *FY2024 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and City of Garland, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 1 to the Agreement.

EXECUTED THIS _____ day of _____, 2023.

DALLAS COUNTY:

CITY OF GARLAND

BY: Clay Lewis Jenkins
County Judge

BY:

APPROVED AS TO FORM:*
John Creuzot
District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: _____

BY: Lacey B. Lucas

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

Exhibit C2024

FY2022 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2024 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 23, 2023, and replaces the language contained in Exhibit C2022 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

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

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

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 592,626
Operating Costs	\$ 238,625
Capital Expense	\$ 100,000
Sub-Total	\$ 931,251
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,404,000
TOTAL PROGRAM BUDGET	\$2,335,251

Exhibit B2023

FY2023 HHW PROGRAM BUDGET SUMMARY

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

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

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

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

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

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

Proportional Shares of FY2023 Operational and Capital Budget *

Based on Estimated SINGLE FAMILY HOUSING UNITS **

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



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: September 5, 2023

Item Title: Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2024 Comprehensive Grant

Submitted By: Jeffrey Bryan, Chief of Police

Strategic Focus Areas: Safe Community

ISSUE

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

OPTIONS

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

RECOMMENDATION

Staff recommends accepting the TxDOT Grant Funding for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant for FY 2023-2024. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 5, 2023, Regular Council Session.

BACKGROUND

The Garland Police Department has successfully participated in STEP enforcement grants for many years. The purpose of this grant is to save lives, reduce motor vehicle crashes and injuries, and change behavior related to driving habits. Rather than aggressively enforcing traffic laws specific to red light and intersection violations, seatbelt violations, speed violations, and driving while intoxicated violations, grant enforcement will be focused on high visibility patrols/traffic stops within identified enforcement zones that historically have had major crashes. It is anticipated that increased police presence in these areas will change driver behavior as well as have a positive effect on crime in these zones. The enforcement activities will also be supplemented by additional public information and education campaigns throughout the grant period.

CONSIDERATION

The grant for FY 2023-2024 is in the amount of \$142,619.65. If accepted, TxDOT will reimburse the City of Garland \$113,989.53. The grant requires the City to provide \$28,630.12 in matching funds. This will be accomplished in part through fringe benefits expenditures, TMRS contributions, vehicle mileage costs, and administrative time spent on grant-related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Attachments

TXDOT STEP Resolution 2024

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)- SINGLE YEAR - COMPREHENSIVE GRANT FOR THE FISCAL YEAR 2024 IN THE AMOUNT OF \$142,619.65; 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 - 2024 Comprehensive Grant in the amount of \$142,619.65 for the purpose of high visibility patrols and traffic stops during fiscal year 2024.

Section 2

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

PASSED AND APPROVED this the 5th day of September, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: September 5, 2023
Item Title: Speed Limit Changes on Bobtown
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Safe Community
Sound Governance and Finances

ISSUE

Bobtown Road was realigned recently. A portion does not currently have a speed limit therefore a speed limit needs to be set. Also, the speed limit on the portion of Bobtown that was replaced needs to be set to the appropriate speed limit.

RECOMMENDATION

Extend the speed limit of 40mph on Bobtown to Rowlett Road and reduce the speed limit of "Old Bobtown Road" to 30mph.

BACKGROUND

- Bobtown Rd has a speed limit of 40mph
- Bobtown Rd was reconstructed and realigned to line up at Country Club at a right angle at Rowlett Rd
- No speed limit has been yet established on this new portion of Bobtown Rd
- What is now Old Bobtown Rd currently remains at 40mph
- Old Bobtown Rd now has a residential character consistent with 30mph speed limit
- Speed studies were done on Bobtown Rd and Old Bobtown Rd
- The speed studies showed the appropriate speed limit for Bobtown Rd is 40mph
- The speed studies showed the appropriate speed limit for Old Bobtown Rd is 30mph

Attachments

Speed Limit Figure

Recommended Speed Limit for Bobtown Road

Newly constructed section of Rosehill - Recommended Speed 40 MPH.

Old Bobtown Road - Currently 40 MPH by Ordinance. Removal from Ordinance will convert to 30 MPH.

Bobtown Road - Currently 40 MPH by Ordinance.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: September 5, 2023
Item Title: Removal of Right Turn on Red Restriction
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Customer-Focused City Services

ISSUE

Due to the recent reconstruction of the SH78 (Garland Ave) and Miller Rd intersection the prohibition of the right turn on red is no longer necessary.

RECOMMENDATION

Remove the right turn on red restriction on northbound Garland Avenue at Miller Road

BACKGROUND

The right turn on red restriction was established due to the lack of queuing space on Miller road in advance of the railroad gates

The recent construction has added to the queuing space so that this restriction is no longer needed.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: September 5, 2023

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

Submitted By: Mandy Pippen, Director

Strategic Focus Areas: Safe Community

ISSUE

Garland Public Health (GPH) 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 Public Health. This agreement expires on September 30, 2023. In order to meet Texas Department of State Health Services (DSHS) contract requirements, GPH must provide social work services.

OPTIONS

- 1) Authorize the City Manager or his designee to execute an Interlocal Agreement with Parkland for the purpose of providing social work services through Garland Public Health.
- 2) Do not renew the Interlocal Agreement between GPH and Parkland, resulting in contract violations with DSHS until another partnership can be established or a social worker can be hired as a full-time City of Garland employee.

RECOMMENDATION

Staff recommends that the Council authorize the City Manager or his designee to renew the Interlocal Agreement between GPH and Parkland to employ the services of a social worker, thus fulfilling other contract obligations. The total cost of the program is \$139,640, paid in monthly increments throughout the program term starting October 1, 2023 and ending September 30, 2024.

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 is 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

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 19, 2023 Regular Meeting.

Attachments

Third Amendment to Interlocal Agreement with Parkland Hospital
Original Interlocal Agreement executed 2021

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

This Third 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 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 twelve (12) month period, ending on September 30, 2024. Total payments by the CITY during the term running from October 1, 2023, through September 30, 2024 shall be One Hundred Thirty-Nine Thousand Six Hundred Forty Dollars (\$139,640).

5.02 Payments shall be made in eleven (11) 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-Four Cents (\$11,636.74) and shall be made payable within thirty (30) days of receipt of invoice."

3. This Third Amendment is effective as of the 1st day of October 2022.
4. Except as modified by this Third 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 Third 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 POLICY REPORT

City Council Work Session Agenda

3. g.

Meeting Date: September 5, 2023

Item Title: Facility Condition Assessment proposal from McKinstry Essention LLC.

Submitted By: William Wilson, Director of Facilities Management

Strategic Focus Areas: Sound Governance and Finances

ISSUE

Performing thorough Facilities Condition Assessments (FCAs) every 3-5 years stands as a widely endorsed industry best practice. It will ensure the effective upkeep and oversight of Garland's municipal facilities. By conducting periodic evaluations, Garland can proactively pinpoint any latent concerns or inadequacies within the structural, mechanical, infrastructure systems within their facilities, thus enabling strategic preparation for replacements, essential renovations, and enhancements.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 5, 2023 Regular Meeting.

BACKGROUND

In a recent development, the City has successfully integrated the administration of all municipal facilities, entrusting the Facility Management department with the pivotal responsibility for their meticulous upkeep. This proposed Facilities Condition Assessment (FCA) assumes a foundational role, serving as the bedrock upon which an all-encompassing management strategy for the complete portfolio of facilities will underpin the meticulous development of a holistic management strategy designed for the entirety of the City of Garland's facility portfolio. For the completion of the Facility Condition Assessment we are proposing that the City partner with McKinstry Essention LLC. As an esteemed authority in the field of facilities assessment and management, McKinstry stands as an optimal candidate for executing the Facilities Condition Assessment for the City of Garland. Their extensive industry experience and proven track record render them uniquely qualified for the task at hand. Notably, their affiliation with the Texas Buy Board Cooperative streamlines the engagement process, offering the City of Garland an efficient avenue to collaborate with a recognized industry expert and swiftly proceed towards fulfilling its assessment objectives.

CONSIDERATION

Granting approval to this requisition will confer the necessary authorization to endorse the attached proposal by McKinstry Essention LLC. This proposal pertains to the execution of a Facility Condition Assessment encompassing 281 structures, spanning a total of 2,060,917 square feet, within the City's diverse facility portfolio.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: September 5, 2023

Item Title: FY 2023-24 Budget Discussions - Final Direction from Council

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

1. Staff will present the changes previously discussed to the FY 2023-24 Proposed Budget.
2. Council will give final direction to staff regarding the 2023-24 Budget.

Recommendation/Action Requested and Justification

Council discussion. The FY 2023-24 Budget is scheduled for adoption tonight, September 5, 2023.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: September 5, 2023

Item Title: Developer Requirements for Traffic Impact Studies

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

The Transportation Director will present the process for determining how and when Traffic Impact Studies are required for new development

Recommendation/Action Requested and Justification

NA



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: September 5, 2023

Item Title: Garland Power & Light and Water Utility Customer Service Protocol and Procedures

Submitted By: Tracy Allmendinger, Deputy City Secretary

Summary of Request/Problem

In response to several inquiries received from constituents (via phone and social media), regarding in their “shockingly high” utility bills in light of the record heat wave and concerns about billing and making payment arrangement protocol. For hopefully bring clarity for the public, Council Member Williams has requested a verbal briefing from Kelvin Slay at the City Council Work Session on September 5, 2023. Council Member Lucht has agreed to second.

Recommendation/Action Requested and Justification



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

5. a.

Meeting Date: September 5, 2023

Item Title: Board and Commission Appointment

Submitted By: Tracy Allmendinger, Deputy City Secretary

Summary of Request/Problem

Mayor Scott LeMay

- John Kaiwi – Board of Adjustment
- Charles Pickitt – Community Multicultural Commission

Mayor Pro Tem Jeff Bass

- Sarah Montoya – Library Board
- Robert Shepherd – Unified Building Standards Board

Council Member Margaret Lucht

- Rene Granado – Community Multicultural Commission

Council Member Carissa Dutton

- DeAnne Driver – Cultural Arts Commission
- David Morehead – Parks and Recreation Board
- Joseph McDermott – Plan Commission
- Caleb Ernst – Property Standards Board
- Lori Barnett Dodson – Tax Increment Finance #3 Board
- Jack R. Wyatt, Jr. – Unified Building Standards Board

Council Member Chris Ott

- Lupita Torres - Cultural Arts Commission
- Trellas Gotcher - Library Board
- Robert John Smith - Plan Commission
- Dale Long - Property Standards Board
- Ann Garrett - Senior Citizens Advisory Board
- Tony Torres - Tax Increment Finance #3 Board

- Chip Gordon - Unified Building Standards Board

Recommendation/Action Requested and Justification

Attachments

John Kaiwi
Charles Pickitt
Sarah Montoya
Robert Shepherd
Rene Granado
DeAnne Driver
David Morehead
Joseph McDermott
Caleb Ernst
Lori Barnett Dodson
Jack R Wyatt Jr
Lupita Torres
Trellas Gotcher
Robert John Smith
Dale Long
Ann Garrett
Tony Torres
Chip Gordon



GARLAND

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CITY OF GARLAND
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AUG 14 2023

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date:

8-7-2023

Name: John K. Kaiwei Phone: [REDACTED]

Address: 1505 HAWK CT. Phone: [REDACTED]

City, State, Zip Garland, TX 75040 Email: [REDACTED]

Resident of Garland for 30 years

Resident of Texas for 75 years

Dallas County Voter Registration Number [REDACTED] City Council District Number 2

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

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

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

Retired from GISD, Community Involvement

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

Board of Adjustments -

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

Garland Crimestoppers - Garland LUCAC, GISD, UNIDOS

What is your educational background?

Some college

What is your occupational experience?

Retired GISD teacher

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

John K. Kaiwei

Board or Commission of first, second and third choice:

- | | | |
|---|---|--|
| ☒ Board of Adjustment | ☐ Garland Cultural Arts Commission | ☐ Parks and Recreation Board |
| ☐ Citizens Environmental and Neighborhood Advisory Committee | ☐ Garland Youth Council ** | ☐ Plan Commission * |
| ☐ Civil Service Commission | ☐ Library Board | ☐ Senior Citizens Advisory Committee |
| ☐ Community Multicultural Commission | ☐ Property Standards Board | ☐ Unified Building Standards Commission |

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status ☒ Current ☒ Past Due ☐ Date Appointed ☐
 Utility Account Status ☒ Current ☒ Past Due ☐ Appointed By ☐
 CSO Suit/Claim Filed ☐ Yes ☒ No ☐ Date Notified ☐
 Clerk Signature & Date Courtney Vanover 8-14-23 Disclosure Form Filed ☐

Revised 05/2021



GARLAND

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CITY OF GARLAND
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AUG 28 2023
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 08/21/2023

Name: Charles W Pickitt Phone: [REDACTED]

Address: 6513 Barclay Ln Phone: [REDACTED]

City, State, Zip: Garland 75044 Email: [REDACTED]

☒ Resident of Garland for 51+ years Resident of Texas for life years 75 years
☒ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

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

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

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

I have served for 18 plus years with C.M.C.

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

C.M.C. - Mult. Cultural Commission from 2016 or 2017 - current

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

C.M.C. - some committees up, BLSO Student Teacher Supervisor

What is your educational background?

E. Master in Ed Admin BS - Education

What is your occupational experience?

43 years RISE 33 as Administrator / work for UTED consistently a Mentor/Coach - Principal / UTED Program

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

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☒ Community Multicultural Commission

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Property Standards Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Senior Citizens Advisory Committee

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clerk Signature & Date

Current ☒

Current ☒

Yes ☐ No ☒

Past Due ☐

Past Due ☐

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courney Vanover
8.23.23



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: 07/27/2023

Name: Sarah Elizabeth Montoya

Phone

Address: 1606 Arbor Creek Drive

Phone

City, State, Zip: Garland, TX 75040

Email

Resident of Garland for 6 years

Resident of Texas for 10 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

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

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

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

My multicultural background both personally and my work professionally with a diverse, multilingual customer base provides unique perspective. Previously served on committees at Bloomington Public Library (Illinois).

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

N/A

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

Shelter volunteer (FRA), volunteer at Feed by Starving Children (Richardson) and Minnie's Food Pantry (Plano), served as PTA Board Member for Beaver Technology Center (GISD), health department Spanish interpreter.

What is your educational background?

Associates Degree, 2001, Parkland College; Bachelors in Business Management, 2011, University of Phoenix; Masters of Business Administration, 2021, Capella University. Chartered Property and Casualty Underwriter, 2022.

What is your occupational experience?

I have worked in the Property & Casualty Insurance industry for 22 years. Half of that as a Claims Adjuster and the other half in leadership positions. Currently a second-line leader in Special Investigation Unit at State Farm.

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

Sarah Elizabeth Montoya

Board or Commission of first, second and third choice:

___ Board of Adjustment

___ Garland Cultural Arts Commission

___ Parks and Recreation Board

3 ___ Citizens Environmental and Neighborhood Advisory Committee

___ Garland Youth Council **

___ Plan Commission *

___ Civil Service Commission

2 ___ Library Board

___ Senior Citizens Advisory Committee

1 ___ Community Multicultural Commission

___ Property Standards Board

___ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

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

Current ☒
Current ☒
Yes ☒ No ☒

Past Due ___
Past Due ___

Date Appointed _____

Appointed By _____

Date Notified _____

Disclosure Form Filed _____

Clerk Signature & Date

Courtney Vanover
7-31-23

Revised 05/2021



GARLAND

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CITY OF GARLAND
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JUL 05 2023
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: June 28, 2023

Name: Robert Shepherd Phone: _____ (Home)
Address: 2010 Harvest Run Phone: _____ (Other)
City, State, Zip: Garland, Texas 75040 Email: _____

Resident of Garland for 19 years Resident of Texas for 55 years

Dallas County Voter Registration Number _____ Garland City Council District Number 1

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

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

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

As a Pastor, I serve as a community leader in the city of Garland and I am currently engaged in and concerned about matters that serve the better good of the citizens of Garland. I am on the front line of community service having direct contact with members of my community. I am a member of the Garland Citizen Police Academy.

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

N/A

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

Through my church, I have offered back to school supply endeavors, health fair programs, economic development forums, financial literacy programs...

What is your educational background?

Bachelors of Science Degree in Business Administration from Texas College (Tyler Texas)
Studied at Dallas Baptist University - Master of Arts Program in Christian Leadership

What is your occupational experience?

15 years of experience as a Social Worker for the Department of Family and Protective Services
20 plus years of experience as a residential Real Estate professional

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

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

** Garland Youth Council has a separate application

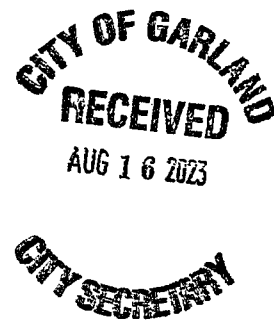
FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current ☒	Past Due _____
Utility Account Status	Current ☒	Past Due _____
CSO Suit/Claim Filed	Yes ☒ No ☒	
Clerk Signature & Date	<u>Courtney Vanover</u>	Date Appointed _____
	<u>7.5.23</u>	Appointed By _____
		Date Notified _____
		Disclosure Form Filed _____

Revised 05/2021



GARLAND
TEXAS MADE HERE



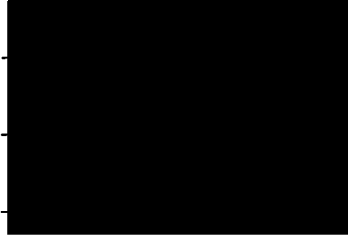
Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

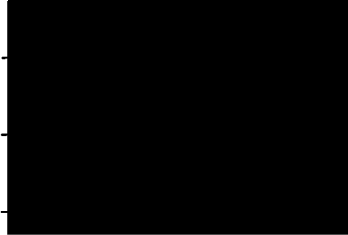
Date: 08/16/2023

Name: Rene E. Granado

Phone: 

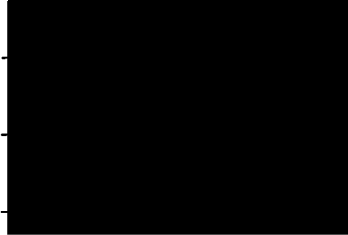
(Home)

Address: 3110 Pecan Ln.

Phone: 

(Other)

City, State, Zip: Garland, TX, 75041

Email: 

Resident of Garland for 41 years

Resident of Texas for 60 years

✓ Dallas County Voter Registration Number  Garland City Council District Number 5

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

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

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

Honorably retired Garland Police Officer of 34 1/2 years. Served 23 years as a School Resource Officer working with Garland ISD, staff, parents, and students. Worked 20+ years serving security for Good Shepherd Catholic Church. Worked 20+ years serving security for American Bank and Jewelry. Lettered and graduated from Garland High School.

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

N/A

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

MotorCop For Kids; North Texas Guns n Hoses Foundation; GISD functions; Garland Citizens Police Academy graduate and active Association Member.

What is your educational background?

100+ hours at University of Texas - Austin
Texas Master Peace Officer Certification

What is your occupational experience?

34 1/2 years with Garland Police Department

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

Rene E. Granado

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

Clerk Signature & Date

Courtney Vanover
8-16-23

Disclosure Form Filed

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 07/25/2023

Name: DeAnne Driver

Phone

Address: 1401 Seminary Ridge

Phone

City, State, Zip: Garland, TX 75043

Email

Resident of Garland for 68 years Resident of Texas for 68 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 3

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

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

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

Danced with the Harkness Ballet of NY and founding member of the original Dallas Ballet. Always been involved with the ARTS!!! Danced and performed in the Garland Summer Musicals

If you have previously served on a City Board or Commission, please specify and list dates of service.
Cultural Arts Commission 1990-present Chairman 2008-Present

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

Noon Garland Exchange Club member and officer, New Beginning Center Board and President.

What is your educational background?

BA in Business from Cox School of Business

What is your occupational experience?

Danced with Harkness and Dallas Ballet Companies, Office Manager at State Farm Insurance

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

DeAnne Driver

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☐ Community Multicultural Commission

☒ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Property Standards Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Senior Citizens Advisory Committee

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clerk Signature & Date

Current ☒

Current ☒

Yes ☒

No ☒

Past Due ☐

Past Due ☐

Past Due ☐

Past Due ☐

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courtney Vanover

7.25.23

Revised 05/2021



GARLAND
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CSO Received 8/4/23

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 7-5-2023

Name: DAVID P MOREHEAD Phone: [REDACTED]

Address: 3402 BURNING TREE L Phone: [REDACTED]

City, State, Zip: GARLAND, TX 75042 Email: [REDACTED]

Resident of Garland for 18 years Resident of Texas for 21 years

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

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

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

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

CURRENT MEMBER OF PARKS & RECREATIONS BOARD

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

PARKS AND RECREATIONS - AUG 2019 - PRESENT
BOND STUDY BOARD - AUG 2018 - DEC 2018

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

WEST GARLAND NEIGHBORHOOD ASSOCIATION - CURRENT PRESIDENT
PREVIOUSLY HELD OTHER BOARD OFFICES

What is your educational background?

B.A.S. - UNT DALLAS, A.S. - TULSA COMMUNITY COLLEGE

What is your occupational experience?

MANUFACTURING - PROGRAMMER
MACHINE OPERATOR AND ASSEMBLER

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

X David Morehead

Board or Commission of first, second and third choice:

☐ Board of Adjustment	<u>3</u> ☐ Garland Cultural Arts Commission	<u>1</u> ☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Garland Youth Council **	☐ Plan Commission *
☐ Civil Service Commission	☐ Library Board	<u>2</u> ☐ Senior Citizens Advisory Committee
☐ Community Multicultural Commission	☐ Property Standards Board	☐ Unified Planning Development Committee

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current <u>X</u>	Past Due	Date Appointed
Utility Account Status	Current <u>X</u>	Past Due	Appointed By
CSO Suit/Claim Filed	Yes ☐ No ☐		Date Notified
Clerk Signature & Date	Courtney Vanover 8/4/23		

Disclosure Form Filed

Revised 05/2021



GARLAND

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CITY OF GARLAND
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MAY 09 2023

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 05/08/2023

Name: Joseph Raymond McDermott

Phone:

Address: 1717 Hilltop Drive

Phone:

City, State, Zip: Garland, Texas 75042

Email:

Resident of Garland for 5 years Resident of Texas for 9 years

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

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

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

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

5.5 years of experience underwriting commercial real estate projects for two DFW banks.

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

None on the City level; Page intern for Washington State House of Reps; American Legion Boys State

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

Urban Land Institute; Operation Blessing Disaster Relief (Garland Tornadoes); American Legion Boys State

What is your educational background?

UT Dallas MBA w/Real Estate concentration (May '22); UT Dallas Bachelor's in Finance (May '18)

What is your occupational experience?

8 years of banking experience; 2.5 as teller; 5.5 in commercial real estate lending.

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

[Signature]
Signature of Applicant

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Youth Council **	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☒ Plan Commission
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Garland Cultural Arts Commission		☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☐

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒

Date Notified _____

Courtney Vanover 5/9/23



GARLAND

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CITY OF GARLAND
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JUL 26 2023

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 7/25/2023

Name: Caleb Ernst

Phone

Address: 1813 Timbercreek Dr

Phone

City, State, Zip: Garland, TX, 75042

Email

Resident of Garland for 9 years

Resident of Texas for 15 years

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

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

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

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

I served on ECAB from July of 2018 to August of 2021. During that time I've collaborated with others on pr

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

ECAB, July 2018-August 2021 and Property Standards Board from August 2021 to present

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

I participated in the new resident focus group for the market research project. I've also signed on to be a G

What is your educational background?

BA in Education from Cedarville University in Cedarville, OH.

Th.M. from Dallas Theological Seminary

What is your occupational experience?

Three years as store manager of UPS Store #5059. Three years as a private tutor. 11 years as the Directc

I hereby affirm that all statements herein are true and correct. Caleb Ernst *Signature of Applicant*

Board or Commission of first, second, and third choice:

☐ Board of Adjustment

☐ Garland Youth Council **

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☒ Property Standards Board

☐ Plan Commission

☐ Community Multicultural Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Garland Cultural Arts Commission

☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☒

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒

Date Notified _____

Disclosure Form Filed _____

Courtney Vanover
17-26-23

Revised 03/2018



GARLAND

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CITY OF GARLAND
RECEIVED
JUL 26 2023

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 7-26-2023

Name: Lori Barnett Deden

Phone: [REDACTED]

(Home)

Address: 2501 Lakeside Drive

Phone: _____

(Other)

City, State, Zip: Garland, TX 75042

Email: _____

Resident of Garland for 59 years

Resident of Texas for 59 years

Dallas County Voter Registration Number [REDACTED]

and City Council District Number 6

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

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

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

City of Garland
2006-2011 District 6 Plan Commissioner
2011-2017 District 6 City Council
2018-2019 Mayor

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

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

What is your educational background? BBA Accounting

What is your occupational experience? CPA

I hereby affirm that all statements herein are true and correct

Lori Barnett Deden
Signature of Applicant

Board or Commission of first, second and third choice:

___ Board of Adjustment

___ Garland Cultural Arts Commission

___ Parks and Recreation Board

___ Citizens Environmental and Neighborhood Advisory Committee

___ Garland Youth Council **

___ Plan Commission *

___ Civil Service Commission

___ Library Board

___ Senior Citizens Advisory Committee

___ Community Multicultural Commission

___ Property Standards Board

___ Unified Building Standards Commission

** Garland Youth Council has a separate application

TIFB

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

TEXAS MADE HERE



Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 8-1-2023

Name: JALIN RUSYATI SYCRICK Phone: [REDACTED]

Address: 614 WORCESTER Phone: [REDACTED]

City, State, Zip: GARLAND, TX 75040 Email: [REDACTED]

Resident of Garland for 59 years Resident of Texas for 72 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

BUSINESS OWNER, GARLAND BUSINESS OWNER
PIANO TECHNICIAN BUILD

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

GARLAND PLANNING COMMISSION
GARLAND BOARD OF ADJUSTMENT
BULLDOG COKE BOARD

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

GARLAND BUSINESS ASSOCIATION
SCOUTS
GARLAND GIRLS SOFTBALL ASSOCIATION

What is your educational background?

HIGH SCHOOL

What is your occupational experience?

PIANO TECHNICIAN
REAL ESTATE BROKER

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

Jalin Rusyati Sycrik

Board or Commission of first, second and third choice:

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

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current ☒	Past Due ☐	Date Appointed
Utility Account Status	Current ☒	Past Due ☐	Appointed By
CSO Suit/Claim Filed	Yes ☐ No ☒		Date Notified
Clerk Signature & Date	<i>Courtney Vanover</i> <u>8-3-23</u>		Disclosure Form Filed



GARLAND

TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: August 2, 2023

Name: Lupita Torres

Phone: [REDACTED]

(Home)

Address: 1805 Trowbridge St

Phone: [REDACTED]

(Other)

City, State, Zip: Garland, 75044

Email: [REDACTED]

Resident of Garland for 51 years

Resident of Texas for 76 years

Dallas County Voter Registration Number [REDACTED]

Garland City Council District Number 8

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

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

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

Current GCAC, Inc board member. GAFHA founder. Previous GISD volunteer and service.

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

Garland Cultural Arts Commission since 2019.

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

GAFHA founder. Previous GISD volunteer and service. Volunteer service with Saint Josphe's.

What is your educational background?

Associate Degree

What is your occupational experience?

Small Business Owner - tortilla factory and restaurant owner.

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

Lupita Torres

Board or Commission of first, second, and third choice:

☐ Board of Adjustment

☐ Garland Youth Council **

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Property Standards Board

☐ Plan Commission

☐ Community Multicultural Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Garland Cultural Arts Commission

☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due
Past Due

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒

Courtney Vanover 8/3/23

Revised 03/2018

* Info received by phone by Amy Rosenthal



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: July, 2023

Name: Trellas Gotcher

Phone:

(Home)

Address: 1801 Travis

Phone:

(Other)

City, State, Zip: Garland, TX 75042

Email:

Resident of Garland for 35 years

Resident of Texas for 45 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

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

Have been on the Library Board since 2015

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

Held several officer positions including president, for the SMU Staff Association. Served on Peoples with Disabilities Committee and Women & Minorities Committee while at SMU.

What is your educational background?

Park's Business College, Denver, Colorado -- Complete Business Degree. Also completed courses at Southeastern Wyoming College, El Paso Community College and SW Intergovernmental Training Center.

What is your occupational experience?

Administrative Assistant for Mechanical Engineering at SMU for 26 years. Worked in a similar position for City of El Paso's Department of Traffic & Transportation.

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

Trellas Gotcher

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☒ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐

No ☒

Date Notified

Clerk Signature & Date

Courtney Vanover
8-28-23

Disclosure Form Filed

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
AUG 14 2023
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 2023/06/20

Name: Robert John Smith

Phone:

(Home)

Address: 310 Faircrest Dr

Phone:

(Other)

City, State, Zip: Garland, TX, 75040

Email:

Resident of Garland for 36 years

Resident of Texas for 42 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

Chaired Audit, Admin Services, Intergovernmental Affairs, Planning and Zoning Ad Hoc, COVID-19 Response Ad Hoc Committees | Mayor Pro Tem / Deputy Mayor Pro Tem | Dallas County Commissioner's Healthcare Working Group

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

Parks Board, 2013-2016 | City Council Member, 2017-2023

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

GAS Volunteer, 1992-95 | Lt Gov Leadership Team, 2013-14 | NTP PAC Legislative Chair, 2009-15 | Leadership Garland, 2016

What is your educational background?

BS Business Admin, UT Dallas | MS Public Admin, UT Tyler (in progress)

What is your occupational experience?

Operations Manager, 2001-2003 | Systems and Development Dir, 2003 - 2016 | CTO/CISO, 2016 - 2023

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

[Signature]

Board or Commission of first, second and third choice:

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

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

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

Current ☒
Past Due ☒
Yes ☐ No ☐

Past Due ☐
Appointed By ☐

Date Appointed ☐
Appointed By ☐

Clerk Signature & Date

Courtney Vanover
8-14-23

Date Notified ☐
Disclosure Form Filed ☐

Revised 05/2021



GARLAND

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Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: July 25, 2023

Name: Dale H. Long

Phone:

(Home)

Address: 1614 Dorado Street

Phone:

(Other)

City, State, Zip: Garland, Texas 75040.9301

Email:

Resident of Garland for 41 years

Resident of Texas for 53 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

Cherish democracy, believe in having a voice, vote unceasingly and worked in municipal government.

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

East Area Plan, CDBG Task Force, Charter Review, Board of Adjustment, Property Standards

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

Big Brothers Big Sisters, Alpha Phi Alpha, NAACP, Leadership Dallas, UTSW Med Center COVID Study

What is your educational background?

Earned the BS Degree from Texas Southern University in 1974

What is your occupational experience?

NASA Space Shuttle (contractor), TI, CO Garland, DART (Contractor), CO Dallas, Public Works

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

[Signature]
Signature of Applicant

Board or Commission of first, second, and third choice:

☒ Board of Adjustment

☐ Garland Youth Council **

☐ Parks and Recreation Board

☒ Citizens Environmental and Neighborhood Advisory Committee

☒ Property Standards Board

☐ Plan Commission

☐ Community Multicultural Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Garland Cultural Arts Commission

☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☐

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒

Date Notified _____

Disclosure Form Filed _____

Courtney Venable 8-1-23



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: March 27, 2023

Name: Ann Garrett Phone: _____ (Home)
 Address: 402 Belt Line Rd #1313 Phone: _____ (Other)
 City, State, Zip: 75040 Email: _____

Resident of Garland for 3 years Resident of Texas for 15 years
 ✓ Dallas County Voter Registration Number _____ Garland City Council District Number 8 ✓
 Have you ever been convicted of a felony? ☐ Yes ☒ No
 Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

I created a Senior Citizen Hotline during COVID 19. Created a food pantry for Senior, also set up a drop off service for those that could not drive. Created partnerships with Chick-fil-A and Red Robin to feed Seniors in my community twice per month for 6 months. +

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

No

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

Meals on Wheels

What is your educational background?

4 yr college

What is your occupational experience?

Executive Management/ Human Resource with big box retailer

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

Ann Garrett

Board or Commission of first, second and third choice:

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

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status _____ Current N/A Past Due _____ Date Appointed _____
 Utility Account Status _____ Current N/A Past Due _____ Appointed By _____
 CSO Suit/Claim Filed _____ Yes _____ No _____ Date Notified _____
 Clerk Signature & Date Courtney Vanover 3-27-23 Disclosure Form Filed _____

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
JUL 31 2023
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 7/28/2023

Name: Tony Torres

Phone:

Address: 1805 Trowbridge

Phone:

City, State, Zip: 75044

Email:

Resident of Garland for 50 years

Resident of Texas for 77 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

Served on Charter Review Previously
Served on DCAD Appeals Review Board

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

CENAC - 2004

GHFC - Currently

TIF 3 - Currently

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

Co-Chaired GISD 2014 Bond Drive

What is your educational background? Master's Degree (MPA)

What is your occupational experience? Tax law & accounting

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

Tony Torres

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

TIF #3

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

Clerk Signature & Date

Courtney Anwar

Disclosure Form Filed

7-31-23

City Charter Review Committee

Revised 05/2021



GARLAND

TEXAS MADE HERE



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: 06/20/2023

Name: Chip Gordon

Phone:

(Home)

Address: 825 Alamo Lane

Phone:

(Other)

City, State, Zip: Garland, TX 75040

Email:

Resident of Garland for 1 years

Resident of Texas for 12 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

Registered Architect in the State of Texas, 4 years as Student Senator for the College of Architecture at Texas A&M University.

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

n/a

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

Fellowship Dallas Bible Church Young Adults Leadership Committee, Garland Citizen's Police Academy Class 58

What is your educational background?

Master of Architecture (M.Arch) – Texas A&M University
Certificate in Health Systems & Design (during M.Arch)
Bachelor of Arts (BA) in Spanish – Texas A&M University

What is your occupational experience?

Project Architect, TreanorHL (06/23-Present)
Project Architect, Jacobs (06/18-06/23)

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

Eric C. Gordon, Jr. (Chip)

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

3 Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

2 Property Standards Board

1 Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

Clerk Signature & Date

Courtney Vanover
6.20.23

Disclosure Form Filed

Revised 05/2021