



GARLAND

AGENDA

CITY COUNCIL WORK SESSION City of Garland

REMOTE MEETING

Monday, June 1, 2020
6:00 p.m.

DEFINITIONS:

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

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

NOTICE: Due to the COVID-19 emergency, and pursuant to Section 551.125 of the Texas Government Code and the executive orders of Governor Greg Abbott suspending provisions of the Texas Government Code and other applicable laws of the State regarding normal open meetings, the City Council will hold this meeting by internet/telephonic remote means.

The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_YSVRV-wPQPmy6pxlloll-w

Registration for the online meeting is required. The meeting will be recorded and will be available for viewing the next day at www.garlandtx.gov.

For those without internet access to the meeting, a dial-in option is available. The toll-free numbers are:

**877-853-5247
888-788-0099**

Additionally, the meeting may be accessed by phone at the following number:

**346-248-7799
470-250-9358
470-381-2552**

The Meeting ID is: 958 4601 4016

For participants (online and by phone) who wish to speak, a public comments period is provided as the first item on the agenda. If you desire to address the City Council on a matter that is posted on this agenda, please be prepared to do so at the beginning of the meeting. After the City Council has begun its discussion of the agenda, you will not be recognized to speak. The public comments portion of the meeting is provided for citizen comments. You are invited to offer a comment or make a statement on any item on the agenda. However, please bear in mind that offering comments should not be done in the form of posing questions. Generally, due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda. Your comments must relate to an item on this agenda - non-germane comments are not in order.

If an Executive Session is included as part of the agenda for this meeting, the Executive Session will be conducted by teleconference between and among the members of the City Council and relevant City staff. Public access to that call is prohibited by State law.

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

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

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

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

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

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

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

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

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

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. Amendments to Chapter 31, Article IX Construction or Repair of Sidewalks of the Code of Ordinances

Council is requested to adopt a resolution authorizing the proposed amendments to Chapter 31, Article IX Construction or Repair of Sidewalks, Sections 31.120 thru 31.138. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 16, 2020 Regular Meeting.

b. 2020-2021 CDBG, HOME and ESG Federal Grant Allocations

Information is provided for Council review regarding the allocation of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding and the Emergency Solutions Grant (ESG) funding. Final discussion of this item is scheduled for June 15, 2020.

c. No Parking on Garvon Street

Council is requested to approve an ordinance change making the parking restrictions enforceable on Garvon Street. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 16, 2020 Regular Meeting.

d. 2019-2020 Budget Amendment No. 3

Council is requested to approve the 2019-2020 Budget Amendment No. 3 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 16, 2020 Regular Meeting.

4. Verbal Briefings:

a. Interview for Appointment to the North Texas Municipal Water District Board

The North Texas Municipal Water District Board notified the City that Jack May's term of office as a North Texas Municipal Water District Board Member expires May 31, 2020. Information regarding the qualifications of the NTMWD Board Member position was posted for at least 21 days prior to the close of the application period in order to provide an opportunity for citizens to apply for the position. An application was received from Jack May. Council is scheduled to formally appoint a representative to the NTMWD Board of Directors at the June 2, 2020 Regular Meeting.

b. Parklet Program

Staff will lead a brief discussion on the use of parklets for a short-term period.

c. DART Bus Network Committee Appointments

Staff will provide an update to Council on the appointment of individuals to serve on the DART Bus Network Redesign. At the request of the City, additional ridership information was provided by DART.

d. Budget Forecast and Property Tax Exemptions

Staff will provide Council with a presentation on the FY 2021 budget forecast and the impacts of increasing the property tax homestead and senior exemptions.

e. CARES Funding and Other COVID Related Matters

Staff will update Council in regard to the federal CARES Act funding the City is receiving through Dallas County and the options for potential COVID related programs. Staff will also provide an update on any other COVID related developments. This item is scheduled for formal consideration at the June 2, 2020 Regular Meeting.

f. Council Meeting Schedule Discussion

At the request of Mayor Scott LeMay, Council will discuss the council meeting schedule for future meetings based on the current opening plans and guidelines.

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

The City Council will adjourn into executive session pursuant to Sections 551.071, 551.072, 551.806 and 552.133 of the Texas Government Code to discuss (1) pending or contemplated litigation or other attorney-client matters deemed confidential by law; (2) to discuss the purchase, exchange, lease or value of real property; and (3) to discuss competitive utility-related matters, all pertaining to the acquisition of a tract or tracts of land generally located in Block 11 of the H. & G.N. R.R. Company Survey, Pecos County, Texas.

The City Council will adjourn into executive session pursuant to Sections 551.071 of the Texas Government Code to discuss pending or contemplated litigation or other attorney-client matters deemed confidential by law pertaining to the North Texas Municipal Water District water rate appeal and related cases.

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: June 1, 2020

Item Title: Amendments to Chapter 31, Article IX Construction or Repair of Sidewalks of the Code of Ordinances

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Well-Maintained City Infrastructure
Vibrant Neighborhoods and Commercial Centers
Future-Focused City Organization

ISSUE

Consider amendments to Chapter 31, Article IX Construction or Repair of Sidewalks, Sections 31.120 thru 31.138 of the Code of Ordinances.

OPTIONS

1. Adopt a Resolution authorizing the proposed amendments to Chapter 31, Article IX Construction or Repair of Sidewalks, Sections 31.120 thru 31.138.
2. Take no action.

RECOMMENDATION

Option 1 – Authorize the approval of the proposed amendments to Chapter 31, Article IX Construction or Repair of Sidewalks, Sections 31.120 thru 31.138 of the Code of Ordinances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 16, 2020 Regular Meeting.

BACKGROUND

The Council Transportation, Infrastructure and Maintenance (TIM) Committee reviewed and recommended modifications to Chapter 31, Article IX Construction or Repair of Sidewalks, Section 31.120 thru 31.138 of the Code of Ordinances. The modifications to the Ordinance primarily focus on the participation requirements for City's Sidewalk Repair program and on the proposal that adjoining property owners would not be responsible for repairing hazardous sidewalks along arterials and collector streets. The City Council was briefed at the January 6, 2020. Work Session on these issues and directed staff to prepare an ordinance amendment to incorporate the proposed changes.

Since it's been several years since reviewed, the attached ordinance incorporates the following for this section of the Code of Ordinances:

- Various vocabulary updates to accommodate current practices and physical aspects of sidewalks, curbs, and gutters.
- Acknowledges that primary responsibility for the administration of the program will shift to the Street Department. (Officially, this will be incorporated into the adoption of next year's Budget.)
- Defines what type Arterial and Collector streets will be used in determining responsibility for repair of hazardous sidewalks.
- Defines additional participation considerations for citizens if their property is a bona fide homestead, and/or resides in a designated CDBG area, and/or the owner is disabled or of age 65 or older.

The following are the recommended modifications:

- Section 31.120 Removed all verbiage referencing "curbs, combination curb and gutter" from the definition of sidewalk.
- Section 31.125 Removed all verbiage referencing "Engineering Department" and replaced with "Street Department".
- Section 31.125 (B) Inserted the verbiage "...a period of two (2) years from the date of acceptance of such construction..." and "any time within two (2) years after the date of acceptance of construction..."
- Section 31.125 (C) Removed the verbiage "...be in force for two (2) years after any sidewalk is constructed, reconstructed or repaired..." and inserted the verbiage "be in force for two (2) years after the date of acceptance of any sidewalk construction, reconstruction or repair..."
- Section 31.126 Removed the verbiage "division 8, Miscellaneous Construction of Standard Specifications for Public Works Construction, North Central Texas Council of Governments and".
- Section 31.127 Removed all verbiage referencing "Engineering Department" and replaced with "Street Department".
- Section 31.128 Removed all verbiage referencing "Engineering Department" and replaced with "Street Department".
- Section 31.134 Removed all verbiage referencing "curb".
- Section 31.135 Removed all verbiage referencing "curb".
- Section 31.136 Removed all verbiage referencing "curb". Added the verbiage "with the exception being a residential property located along a street designated on the City Thoroughfare Plan as Type A, B, C, D or E. In extenuating circumstances, the City Street Department may waive the adjacent property owner's responsibility for maintenance of the sidewalk."
- Section 31.137 Removed all verbiage referencing "Engineering Department" and replaced with "Street Department".
- Section 31.138 Removed the verbiage "curb and gutter" from the heading. Removed "(2)Curb and gutter improvements (when these costs are not included in a street improvement project): 50%,". Added the following: "(2) The property owner of a qualifying project may receive additional reductions to his/her participation amount based on the following criteria:
 1. Property owner's share may receive an additional reduction of fifteen percent (15%) if property has a homestead exemption as recorded in the Dallas Central Appraisal District (DCAD) database.
 2. Property owner's share may receive an additional reduction of fifteen percent (15%) if property is located within a Community Development Block Grant (CDBG) geographical area as determined by the United States Department of Housing and

Urban Development Community Development and current Census Data.

3. Property owner's share may receive an additional reduction of ten percent (10%) if property owner is disabled or a person over the age of 64. Property owners claiming disability must provide a Social Security Administration Award letter to receive the ten (10%) reduction benefit.
4. Property owner's share may receive a maximum benefit of a ninety percent (90%) City and ten percent (10%) Property Owner participation based on the total cost of the sidewalk repair/replacement costs should the property owner qualify for all three (3) reductions contained in Sec. 31.138 (A)(1)(a), (b), and (c)."

CONSIDERATION

1. Council action is required to approve proposed amendments to Chapter 31, Article IX Construction and Maintenance of Sidewalks, Sections 31.120 thru 31.138
2. The proposed amendments have been reviewed and prepared by the City Attorney's Office.

Attachments

Final Chapter 31 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING MULTIPLE PROVISIONS OF CHAPTER 31, ARTICLE IX, "CONSTRUCTION OR REPAIR OF SIDEWALKS," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 31.120 "Definition", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 31.120 Definition

The term "sidewalk," as used in this Article, shall apply to the repair or construction of any sidewalk other than a sidewalk constructed as part of a new development, and shall include driveways and head-in parking; providing, in such case, that the article shall state the kind of sidewalk to be constructed, reconstructed, or repaired, or may merely direct the construction, reconstruction or repair of a sidewalk alone."

Section 2

That Section 31.125 "Bond required", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Section 31.125 Bond required

. . .

(B) Such bond shall be conditioned that all work done in the construction, reconstruction or repair of any sidewalk shall be done in a good and workmanlike manner, and that

such person shall faithfully and strictly comply with the specifications and with the terms of this Code and such ordinances, resolutions or regulations that may be passed by the City Council governing and relating to the construction, reconstruction or repair of sidewalks, and that the City shall be fully indemnified and be held whole and harmless from any and all costs, expenses or damages, whether real or asserted, on account of any injury done to any person or property in the prosecution of such work, or that may arise out of or be occasioned by the performance of such work. Such bond shall be conditioned further that the principal shall, without additional cost to the person for whom the work was done, maintain all sidewalks so constructed, reconstructed or repaired by the principal for a period of two (2) years from the date of acceptance of such construction, reconstruction or repair to the satisfaction of the Street Department of the City, and shall reconstruct or repair such sidewalk to the satisfaction of the Street Department of the City at any time within two (2) years after acceptance of the construction, reconstruction or repair of such sidewalk and after ten (10) days' notice from the Street Department to construct or repair the same, and that the opinion of the Street Department as to the necessity of such reconstruction or repair shall be binding on the parties thereto.

(C) Such bond shall, for the purposes mentioned above, be in force for two (2) years after the date of acceptance of any sidewalk construction, reconstruction or repair and one recovery shall not exhaust the bond, but such bond shall be a continuing obligation against the sureties thereon until the entire amount therein provided for shall have been exhausted. In case the bond shall be decreased on account of any recovery which may be obtained, arising out of the violation of any condition of the same, the Director of Streets may require, upon notice of such fact, an additional bond to be given in accordance with this section in an amount sufficient, when added to the non-exhausted amount of the original bond, to be at all times equal to the sum of two thousand dollars (\$2,000.00).

. . ."

Section 3

That Section 31.126 "Specifications", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 31.126 Specifications

Sidewalks shall be constructed, reconstructed or repaired in accordance with the City of Garland Technical Standards Manual and City of Garland Standard Construction Details."

Section 4

That Section 31.127 "Supervision and approval of work", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 31.127 Supervision and approval of work

All work done in the construction, reconstruction, alteration, repair, removal or replacement of sidewalks shall be done under the supervision and subject to the direction and approval of the Street Department, whose decision shall be final."

Section 5

That Section 31.128 "Approval or materials", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Section 31.128 Approval of materials

Upon request of the Street Department, no materials of any kind shall be used in the construction, alteration or repair of any sidewalks until they have been examined and approved and found to be compliant with the Garland Development Code, the City's Technical Standards Manual and the City's Standard Construction Details, and the person performing such work shall furnish such samples as may be

required for making tests and examinations in sufficient time prior to the use of same."

Section 6

That Section 31.134 "Duty to keep sidewalks in safe condition", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 31.134 Duty to keep sidewalks in safe condition

It shall be the duty of any abutting property owner to keep the sidewalk, parkway, and driveway abutting such property in a good and safe condition, free from any defects and hazards of whatsoever kind and character. By way of example and not of limitation, a sidewalk is hazardous under any of the following conditions:

- (1) There is a difference in elevation between adjoining sections of sidewalk or opposing edges of any fissures (cracks) on the sidewalk surface of two (2) inches or more;
- (2) An unstable walking surface exists due to defects on the surface such as fissures that have created a gap of one and one half (1-1/2) inches or more;
- (3) A spalled finish condition creates an unstable walking surface;
- (4) Some sections of the sidewalk are incomplete due to missing corners or pieces of the sidewalk section;
- (5) The sidewalk has an excessive cross-slope greater than 5 percent;
- (6) Portions of the sidewalk are sunken or slanted, creating excessive ponding of water; or
- (7) An uplifted or sunken sidewalk causing longitudinal grades in excess of 5 percent or exceeding the adjacent street top of curb slope, whichever is greater."

Section 7

That Section 31.135 "Liability for damages resulting from defective sidewalks", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Section 31.135 Liability for damages resulting from defective sidewalks

The abutting property owner or person making a special use of a sidewalk or enjoying the use of any property abutting on a sidewalk that has become defective or hazardous and has resulted in causing damage or injury as a result of such defective or hazardous condition shall be primarily liable in damages for any loss or damage sustained as a result of such defective or hazardous condition. The City shall not be held as assuming any such liability by reason of inspection of any sidewalk or providing notice as authorized in this article."

Section 8

That Section 31.136 "Notice to reconstruct or repair", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 31.136 Notice to reconstruct or repair

Any sidewalk, parkway or driveway that has become defective or hazardous is hereby declared a nuisance and it shall be the duty of the owner of property abutting such sidewalk, parkway, curb or driveway to reconstruct or repair such sidewalk, parkway, or driveway in accordance with the standard specifications of the City and such expense shall be borne by the abutting property owner, with the exception being a residential property located along a street designated on the City Thoroughfare Plan as Type A, B, C, D or E. In extenuating circumstances, the City Street Department may waive the adjacent property owner's responsibility for maintenance of the sidewalk. The failure of any owner or the agent of any owner to reconstruct or repair any such sidewalk, parkway, or driveway within thirty (30) days from receipt of a notice

to repair from the Street Department shall constitute an offense."

Section 9

That Section 31.137 "Repair by City; costs to be a lien against abutting property and owner personally liable for costs", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Sec. 31.137 Repair by City; liability for costs

. . .

(B) Nothing herein shall inhibit the right of the City to make immediate repair of any condition considered to be of unusual and immediate danger to persons or property. In such instance, the Director of Streets shall send an invoice for expenses incurred in the repair of such condition to the owner of the abutting property, and within ten (10) days the owner shall have the right to a hearing on the matter of the reasonableness of the action and cost of repair. The owner shall pay the reasonable expenses as determined by the director.

(C) In the event the owner fails or refuses to pay such expense within thirty (30) days after notice of the reasonable charge by the Director of Streets, the City shall follow the procedure written above to perfect a lien on such property, which lien shall have the same character as written above.

. . ."

Section 10

That Section 31.138 "City Participation in sidewalk reconstruction", of Article IX, "Construction or Repair of Sidewalks", of Chapter 31 "Engineering," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Section 31.138 City Participation in sidewalk reconstruction

(A) The City may participate in the reconstruction provided monies are available for this program from bond funds. If monies are available, City participation in the cost of improvements shall be shared with the abutting property owner on a 50/50 basis-shared with the abutting property owner as follows:

(1) Sidewalk improvements (when those costs are not included in a street improvement project): 50%;

(2) The property owner of a qualifying project may receive additional reductions to his/her participation amount based on the following criteria:

(a) Property owner's share may receive an additional reduction of fifteen percent (15%) if property has a homestead exemption as recorded in the Dallas Central Appraisal District (DCAD) database.

(b) Property owner's share may receive an additional reduction of fifteen percent (15%) if property is located within a Community Development Block Grant (CDBG) geographical area as determined by the United States Department of Housing and Urban Development Community Development and current Census Data.

(c) Property owner's share may receive an additional reduction of ten percent (10%) if property owner is disabled or a person 65 years of age or older. Property owners claiming disability must provide a Social Security Administration Award letter to receive the ten (10%) reduction benefit.

(d) Property owner's share may receive a maximum benefit of a ninety percent (90%) City and ten percent (10%) Property Owner participation based on the total cost of the sidewalk repair/replacement costs should the property owner qualify for all three (3) reductions contained in Sec. 31.138 (A)(1)(a), (b), and (c).

. . ."

Section 11

That Chapter 31 of the Code of Ordinances for the City of Garland, Texas, as amended, shall be and remain in full

force and effect save and except as amended by this Ordinance.

Section 12

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

Section 13

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

Section 14

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

PASSED AND APPROVED this the _____ day of _____, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: June 1, 2020

Item Title: 2020-2021 CDBG, HOME and ESG Federal Grant Allocations

Submitted By: Mona Woodard, Neighborhood Services Administrator

Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events
Vibrant Neighborhoods and Commercial Centers
Customer-Focused City Services

ISSUE

Information is provided for Council review regarding the allocation of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding and the Emergency Solutions Grant (ESG) funding.

OPTIONS

A public hearing was held on May 19, 2020, during the regular City Council meeting on this item. This item was initially brought before the Council during the May 18, 2020, Work Session for preliminary discussion of CDBG, HOME and ESG grant proposals. The final discussion on this item is scheduled for June 15, 2020.

BACKGROUND

The City expects to receive the following funding from the Department of Housing and Urban Development for FY 2020-2021:

CDBG: \$2,270,608

HOME: \$736,708

ESG: \$188,189

The proposed budget for fiscal year 2020/2021 must be submitted to the Department of Housing and Urban Development by August 15, 2020, for all federal grant allocations. To this point, there have been several input meetings to solicit feedback on the proposed use of funding.

CONSIDERATION

Staff received CDBG applications requesting a total of \$495,500 for CDBG public services category. Available funding in this category is \$340,591. Applications for City sponsored projects total \$5,059,246. Available funding in this category is \$1,944,246. There is \$454,122 in funding available for CDBG administration use for next fiscal year. HUD regulations limit CDBG monies used for grant planning and administration to no more than 20% of the entitlement funding available. There is \$468,351 available in prior year CDBG funding for reprogramming to other projects. HOME entitlement funding available totals \$736,708 and requests equal that amount. HUD regulations allow up to 10% of HOME funding to be used for administration of the program and 15% of HOME funding must be used by Community Housing Development Organizations (CHDO's). The total funds available for the ESG program is \$188,199. Housing and Community Services Department will use \$22,615 in ESG funding for administration and data collections. Other categories include Shelter Operations and Street Outreach in the amount of \$112,919 and Rapid Re-housing in the amount of \$52,665. The City received a total of \$188,199.

Attachments

2020-21Federal Grant Funding Presentation



GARLAND

**HOUSING AND
COMMUNITY SERVICES**

2020-2021 Federal Grant Funding

Purpose and Timeline

Council is being asked to begin the process of making decisions on how to allocate fiscal year 2020-21 CDBG, HOME and ESG funding. Worksheets were provided to Council for review and individual recommendations.

2020-2021 Grant Process	
Allocation Discussion	June 1, 2020 – Work Session
Final Allocation Discussion	June 15, 2020 – Work Session
Allocation Adoption	June 16, 2020 – Council Meeting

FY 2020/21 - Community Development Block Grant

- Anticipated CDBG Funding \$2,270,60
 - Anticipated CDBG Carryover Funding \$468,351
-

- Administration \$454,122
- Public Services – 15% Set Aside \$340,591
 - 10 Public Service Applications Received
 - Averaged Council Recommendations of Funding
- CDBG Projects \$1,944,246
 - Projects are included for review

FY 2020/21 - Community Development Block Grant

- Public Services Averaged Council Recommendations

Entity	Application Funding Requested	Average Allocation
Garland Police Boxing Program	\$25,000	\$29,743
Garland Elderly Yard Care Program	\$21,500	\$24,060
Garland Parks S.T.A.R.S Program	\$80,000	\$30,905
Achievement Center of Texas	\$60,000	\$58,692
Hope Clinic	\$100,000	\$84,049
Hopes Door/New Beginning Center	\$60,000	\$33,833
Counseling Institute of Texas	\$60,000	\$19,772
Meals on Wheels Program	\$8,500	\$11,083
Salvation Army Rent Assistance Program	\$62,500	\$30,062
Garland Senior Ombudsman Program	\$18,000	\$18,392
TOTAL Public Service Allocation		\$340,591

FY 2020/21 - Community Development Block Grant

- City Project Proposed Allocations

Entity		Staff Recommendation
Code Enforcement		\$250,000
Minor Home Repair Grant – Elderly/Disabled		\$200,000
Single Family Rehabilitation Program		\$400,000
Parkland Health Clinic Renovation		\$500,000
Sidewalk Repair Program		\$50,000
Housing Initiatives Program		\$544,246
TOTAL City Project Allocations		\$1,944,246

- City Project Applications Not Funded

Entity		
Habitat for Humanity of Greater Garland		\$250,000
Infrastructure Projects		\$2,865,000

FY 2020/21 - HOME Partnership Grant

- | | |
|--|-----------|
| • Anticipated New HOME Funding | \$736,708 |
| • Carryover HOME Funding – (Sale of Homes) | \$674,457 |
-

- | | |
|--|-------------|
| • Available Funding for Administration | \$73,671 |
| • 15% CHDO Set Aside | \$110,506 |
| • 1 application received – Habitat for Humanity | |
| • Available Funding for Projects | \$1,226,988 |
| • New Construction or Infill Renovation Projects | |
| • Down Payment Assistance Program | |
| • Department currently has 8 HOME Infill construction projects underway. | |

FY 2020/21 - Emergency Solutions Grant

• ESG Funding	\$188,199
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-
- | | |
|---|-----------|
| • Administration | \$14,115 |
| • Shelter Operations/Street Outreach – 2 Applications | \$112,919 |
| • Hopes Door/New Beginning Center - \$62,106 | |
| • Metro Relief Street Outreach – \$50,813 | |
| • Homeless Prevention – 1 Application | \$52,665 |
| • Hopes Door/New Beginning Center | |
| • Data Collection | \$8,500 |
| • Required Contract for Data Collection | |
| • All funding must be used for Homeless Prevention Activities | |

Discussion/Questions



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: June 1, 2020

Item Title: No Parking on Garvon Street

Submitted By: Paul Luedtke, Transportation Director

Strategic Focus Areas: Vibrant Neighborhoods and Commercial Centers

ISSUE

Local businesses have noted that on street parking has made travel along Garvon Street difficult. The current ordinance prohibits parking on this street however the ordinance needs slight modification to be enforceable.

RECOMMENDATION

Approve an ordinance change making the parking restrictions enforceable. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 16, 2020 Regular Meeting.

BACKGROUND

Local business owners along Garvon Street have raised concerns about on street parking on Garvon Street.

Many decades ago parking was prohibited on Garvon Street.

When the old Bankhead Street was realigned with Avenue A just east of First Street this section of the ordinance was not modified thus making it unenforceable.

The ordinance states that parking is prohibited on Garvon Street from Bankhead Street to State Street. Garvon Street no longer intersects Bankhead Street.

The ordinance will need to be changed so that it reflects that parking is prohibited on Garvon Street from Avenue A to State Street.

CONSIDERATION

There are currently not any "No Parking" signs along Garvon Street.

Due to continuous driveways of businesses for much of Garvon Street, the erection of "No Parking" signs will be impossible except within a few hundred feet of Avenue A.

Attachments

Garvon Street Map

EXHIBIT A - Garvon Street No Parking

Legend



No Parking at Garvon st
between Avenue A & State St.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: June 1, 2020
Item Title: 2019-2020 Budget Amendment No. 3
Submitted By: Ron Young, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2019-20 Adopted Budget to appropriate funds in the amount of \$1,600,000 for the GP&L Olinger Plant to cover extensive repair costs on the Olinger 1 and Olinger 3 units and additional funding needed for compliance with Texas Railroad Commission mandates regarding the GP&L natural gas pipeline.

OPTIONS

- A. Approve 2019-2020 Budget Amendment No. 3 as proposed.
- B. Do not approve 2019-2020 Budget Amendment No. 3.

RECOMMENDATION

Option (A) – Approve 2019-2020 Budget Amendment No. 3 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 16, 2020 Regular Meeting.

BACKGROUND

During last summer's operations, a number of equipment failures occurred on Olinger Generating Units #1 and #3. In addressing these failures during the units' planned outage maintenance period, the repairs needed were more extensive and additional equipment problems were discovered. The equipment failures included a large amount of boiler tube ruptures, failure of the boiler air preheater, and electrical cable faults. Olinger Unit #3 sustained failures of the circulator water pumps and the boiler expansion joint.

Contributing to the projected budgetary shortfall are additional costs due to Texas Railroad Commission mandates. GP&L owns and manages 6 miles of natural gas pipeline as a secondary backup source of fuel for Olinger Units #1, #2, #3, and #4. The Texas Railroad Commission requires pipeline inspection gauging every 5 years. This inspection was budgeted in FY 2018-19, but due to risks associated with unit availability during the proposed pipeline inspection process, the decision was made to defer the job to FY 2019-2020.

CONSIDERATION

Staff seeks the Council's concurrence for approving the proposed amendment to the 2019-2020 Adopted Budget.

Attachments

Ordinance - 2019-20 Budget Amendment No. 3

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2019-20 OPERATING BUDGET (BUDGET AMENDMENT NO. 3); PROVIDING FOR SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE ELECTRIC OPERATING FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2019-20 Operating Budget and appropriated the necessary funds for the maintenance and operation of various activities and improvements of the electric system; and

WHEREAS, the City Charter provides that the City Council may approve any amendments and supplements to the Budget as deemed necessary; and

WHEREAS, the City Council has reviewed and concurred with a Policy Report that establishes the need for changes to appropriations in the Electric Utility Fund for the 2019-20 fiscal year;

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

Section 1

The City Council of the City of Garland, Texas, hereby authorizes and approves an amendment to the 2019-20 Operating Budget (Budget Amendment No. 3) for the purposes and amounts as shown in Exhibit A (Policy Report), attached hereto and incorporated herein by reference.

Section 2

The City Council of the City of Garland, Texas, hereby amends Ordinance No. 7084, Section A, adjusting operating appropriations in the Electric Utility Fund in the amounts for the purposes specified in Exhibit A (Policy Report), attached hereto.

Section 3

This ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 16th day of June, 2020.

THE CITY OF GARLAND, TEXAS

By: _____
Mayor

Attest:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: June 1, 2020

Item Title: Interview for Appointment to the North Texas Municipal Water District Board

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Information was posted on the City's website for 21 days in order to provide an opportunity for citizens to apply for the North Texas Municipal Water District Board position. At the close of the notice period on Monday, May 25, one applicant: Jack May, responded. An interview has been scheduled for the June 1st Work Session.

Council is scheduled to formally appoint a representative to the North Texas Municipal Water District Board at the June 2nd Regular Meeting.

Recommendation/Action Requested and Justification

Candidate interview.

Attachments

NTMWD Notification Letter

J May Memo of Interest



**NORTH TEXAS MUNICIPAL
WATER DISTRICT**

Regional Service Through Unity

March 9, 2020

Mr. Bryan Bradford, City Manager
City of Garland
P. O. Box 469002
Garland, Texas 75046

RE: NTMWD BOARD MEMBER APPOINTMENT

Dear Mr. Bradford:

The current term of office for some of the Directors of the North Texas Municipal Water District (NTMWD) Board will end in May. Please accept this as is your official notification that Mr. Jack May's current term as an NTMWD Board Director will expire on May 31, 2020. The City Council has the option to either reappoint Mr. May or appoint a new Director to serve the term from June 1, 2020, to May 31, 2022.

The NTMWD appreciates the service Mr. May has provided to the NTMWD. He was appointed by the City of Garland in 2010 and currently serves as Chairman of the Water Committee and serves of the Personnel and Policy Committees. Mr. May also serves as Chairman of the Wilson Creek Oversight Committee.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city, shall be appointed as a Director." Under other state law, no other public official that receives compensation could be appointed. A list of roles and responsibilities of an NTMWD Board member is enclosed for reference.

Please notify my office in writing once the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,


THOMAS W. KULA
Executive Director

TWK/mcf

Enclosure

cc: Mr. Jack May
Ms. Eloyce Dowl, City Secretary



NTMWD BOARD OF DIRECTORS ROLES AND RESPONSIBILITIES

The North Texas Municipal Water District (NTMWD) Board of Directors serves as the governing body of NTMWD. The Board of Directors guides the NTMWD towards a sustainable future by adopting sound governance and financial management policies and ensuring adequate resources to meet the region's needs. The Board has a responsibility to provide guidance to management and staff and ensure operations run smoothly and in accordance with the law. Some specific responsibilities of the Board of Directors include:

- Establish and support the NTMWD mission and purpose
- Select and evaluate the Executive Director/General Manager
- Set policies and ensure effective planning
- Ensure adequate financial resources
- Monitor and strengthen essential programs and services
- Protect assets and provide proper financial oversight
- Ensure legal and ethical integrity
- Enhance the organization's public standing

The Board of Directors meets monthly – generally on the 4th Thursday of each month. This schedule may be adjusted due to holidays. Some Directors will meet mid-month as well depending on their Committee assignment.

The Board of Directors also meets in Special Workshops semi-annually for long-term planning as well as on an as-needed basis for other purposes.

Each Board member serves on at least two standing Committees, such as:

- Water
- Wastewater
- Solid Waste
- Finance/Audit
- Personnel
- Insurance

Directors may also serve on the Legislative Committee, Special Purposes Committees as needed, and the Chairman of each Committee serves on the Policy Committee.

Dowl, Rene

From: Jack <jmayh20@aol.com>
Sent: Wednesday, April 8, 2020 11:47 AM
To: Dowl, Rene
Cc: Baker, John
Subject: Re-Appointment to the North Texas Municipal Water District Board of Directors.

Ms. Dowl, please consider this email as my request to be reappointed to the NTMWD BOD. Since my retirement from the City of Garland in 2010, after 40 years of service, I was fortunate to be appointed to the NTMWD Board by the Mayor and City Council. This appointment was one of the highlights of 50 year career. I feel that during my tenure at NTMWD I've been able to bring my Member City experience to the table. I've served on most District subcommittees and have served the past two years as chairman of the Water Committee which many consider the most important Committee at the District. I'd welcome the chance to discuss my qualifications or answer questions the Mayor and/or Council might have for me.

Thanks for your time and if you need anything else from me just email, text or call 972-571-0901.

Respectfully submitted,

Jack L. May

Sent from my iPhone



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. b.

Meeting Date: June 1, 2020

Item Title: Parklet Program

Summary of Request/Problem

Staff will lead a brief discussion on the use of parklets for a short-term period.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: June 1, 2020

Item Title: DART Bus Network Committee Appointments

Summary of Request/Problem

Staff will provide an update to Council on the appointment of individuals to serve on the DART Bus Network Redesign. At the request of the City, additional ridership information was provided by DART.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

DART Letter



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

May 6, 2020

Mr. Bryan Bradford, City Manager
City of Garland
P.O. Box 469002
Garland, Texas 75040

Dear Mr. Bradford:

During the City of Garland's April 20, 2020 City Council Work Session, Mr. John Baker, Assistant City Manager, briefed the City Council on options for selecting candidates for the DARTzoom Bus Network project's public involvement forums. In response to a question from Council Member Aubin following the briefing, Mr. Baker requested that DART provide information about which major employers and transit corridors produce high levels of bus ridership in the City of Garland.

In response to Mr. Baker's request, the map in "Enclosure 1" shows which major employers and activity centers, located near Garland's rail stations and bus transfer centers, have higher levels of bus ridership. Major Garland employers located near these DART facilities include:

- Walmart
- Kraft Heinz
- U.S. Food Dallas
- Resistol
- City of Garland
- Garland Independent School District

Enclosure 1 also highlights mixed-use corridors, which combine retail, restaurant, office and residential activity that generate consistent daily bus ridership levels. Examples of these corridors include: Broadway Blvd./First Street, Walnut Street, and areas of District 5, which surround Centerville Road between Northwest Highway and LBJ Freeway.

Many of the residential neighborhoods near these mixed-use corridors also produce higher levels of bus ridership due to their proximity to DART's two-way transit corridors such as: Shiloh Road, Belt Line Road/First Street/Broadway Blvd. and Walnut Street.

Enclosure 2 provides a more comprehensive list of major employers and the transit routes that serve them, and Enclosure 3 provides a list of the City of Garland Homeowner Associations.

Mr. Bryan Bradford
May 6, 2020
Page 2

With over 7,000 weekday bus boardings in the City of Garland, DART's bus network is critical for travel within the City and to neighboring communities. We look forward to receiving the names of the individuals who will represent Garland on the DARTzoom Bus Network project, and thank you for the City's continued interest in the project.

If you have any questions about this information, please do not hesitate to contact me directly at 214-749-2544 or by email to gthomas@dart.org.

Sincerely,

/s/ Gary C. Thomas
Reviewed and approved, but not signed due to
COVID-19 Coronavirus Pandemic

Gary C. Thomas
President/Executive Director

Enclosures

c: DART Board
Timothy H. McKay, Executive Vice President, Growth/Regional Development, DART
Todd Plesko, Vice President, Service Planning and Scheduling, DART
Edie Diaz, Vice President, Government and Community Relations, DART
John Baker, Assistant City Manager, City of Garland

CITY of GARLAND

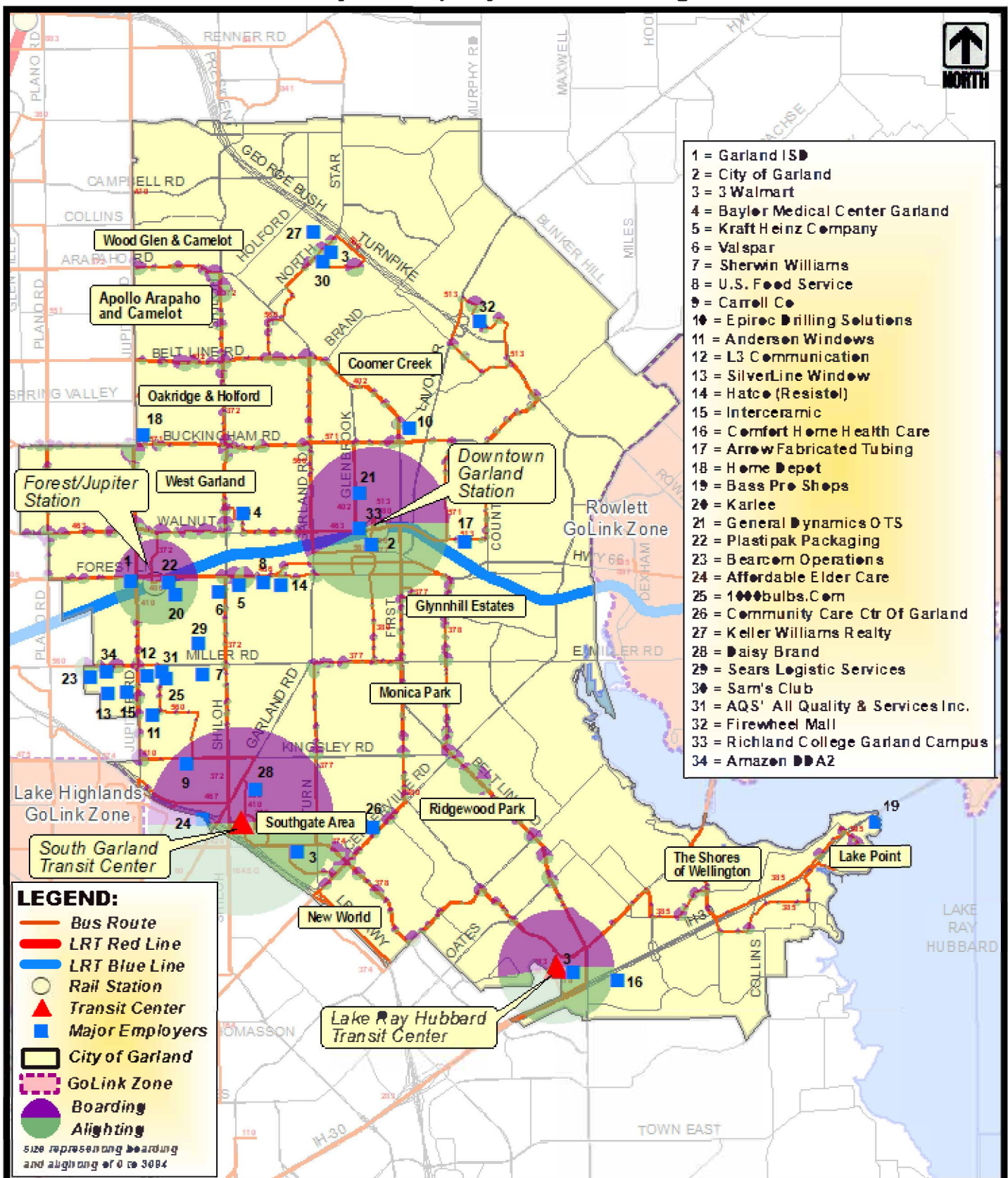
DART Bus Stop Boarding and Alighting Selected Major Employers and Neighborhoods

Enclosure 1



- 1 = Garland ISD
- 2 = City of Garland
- 3 = 3 Walmart
- 4 = Baylor Medical Center Garland
- 5 = Kraft Heinz Company
- 6 = Valspar
- 7 = Sherwin Williams
- 8 = U.S. Food Service
- 9 = Carroll Co.
- 10 = Epiroc Drilling Solutions
- 11 = Anderson Windows
- 12 = L3 Communication
- 13 = SilverLine Window
- 14 = Hatco (Resistol)
- 15 = Interceramic
- 16 = Comfort Home Health Care
- 17 = Arrow Fabricated Tubing
- 18 = Home Depot
- 19 = Bass Pro Shops
- 20 = Karlee
- 21 = General Dynamics OTS
- 22 = Plastipak Packaging
- 23 = Bearcom Operations
- 24 = Affordable Elder Care
- 25 = 1000bulbs.com
- 26 = Community Care Ctr Of Garland
- 27 = Keller Williams Realty
- 28 = Daisy Brand
- 29 = Sears Logistic Services
- 30 = Sam's Club
- 31 = AQS' All Quality & Services Inc.
- 32 = Firewheel Mall
- 33 = Richland College Garland Campus
- 34 = Amazon DDA2

- LEGEND:**
- Bus Route
 - LRT Red Line
 - LRT Blue Line
 - Rail Station
 - ▲ Transit Center
 - Major Employers
 - City of Garland
 - GoLink Zone
 - Boarding
 - Alighting
- size representing boarding and alighting of 0 to 3004



Major Employers in Garland

Employer	# of Employees	Address	Route(s)
Garland ISD (employees on multiple sites in Garland, Sachse, and Rowlett)	7,425	501 S Jupiter Rd, Garland, TX 75042	410 & 486
City of Garland (employees on multiple sites in Garland)	2,000	200 N. Fifth St. Garland, TX 75040	377,380,486,566 & Blue Line (Downtown Garland Station)
Wal-Mart Super Centers (3 locations)	1,250 (all 3 locations)		
Location 1		1801 Marketplace Dr, Garland, TX 75041	374,377,378,&380
Location 2		5302 N Garland Ave, Garland, TX 75040	566
Location 3		555 W Interstate 30, Garland, TX 75043	378
Baylor Medical Center Garland (Vickery Clinic will relocate into this site)	1,185	2300 Marie Curie Blvd	372 & 463
Kraft Heinz Company	796 (expansion project should add 250)	2340 Forest Lane	372, 486,Blue Line (Forest/Jupiter Station)
Valspar	530 (Sherman & Valspar)	701 S Shiloh Rd, Garland, TX 75042	372,486 Blue Line (Forest/Jupiter Station)
Sherwin Williams		2802 W Miller Rd, Garland, TX 75041	372,410,& 560
U.S. Food Service	520	1992 Forest Ln, Garland, TX 75042	486, Blue Line (Forest/Jupiter Station)
Carroll Co	500	2900 W Kingsley Rd, Garland, TX 75041	410,560
Epiroc Drilling Solutions	460	2100 N 1st St, Garland, TX 75040	402 & 410
Anderson Windows	425	3300 Wood Dr, Garland, TX 75041	410, 560
L3 Communication	400	3414 Herrman Dr, Garland, TX 75041	410,560
SilverLine Window	400	3801 Regency Crest Dr	410
Hatco (Resistol)	390	601 Marion Dr, Garland, TX 75042	486
Interceramic	367	2333 S Jupiter Rd, Garland, TX 75041	410
Comfort Home Health Care	350	6133 Aldwick Dr, Garland, TX 75043	
Arrow Fabricated Tubing	340	1010 E Walnut St, Garland, TX 75040	513
Home Depot	339	2140 N Jupiter Rd, Garland, TX 75044	410, 571
Bass Pro Shops	300	5001 Bass Pro Dr, Garland, TX 75043	385
Karlee	290	701 S International Rd, Garland, TX 75042	372, Blue Line (Forest/ Jupiter Station)
General Dynamics OTS	275	1200 N Glenbrook Dr, Garland, TX 75040	402 Blue Line (Downtown Garland Station)
Plastipak Packaging	270	3201 Miller Park N, Garland, TX 75042	372,410 , (Blue Line Forest/ Jupiter Station)
Bearcom Operations	250	4009 Distribution Dr #200, Garland, TX 75041	560
Affordable Elder Care	200	12115 Self Plaza Dr, Dallas, TX 75218	60,374,428
1000bulbs.Com	200	2140 Merritt Dr, Garland, TX 75041	560
Community Care Ctr Of Garland	200	505 W Centerville Rd, Garland, TX 75041	378,380
Keller Williams Realty	200	5435 N Garland Ave #190a, Garland, TX 75040	566
Daisy Brand	200	3636 Leon Rd, Garland, TX 75041	60,560
Sears Logistic Services	200	2775 W Miller Rd, Garland, TX 75042	372
Sam's Club	180	5150 N Garland Ave, Garland, TX 75040	566
AQS' All Quality and Services Inc.	150	2010 Merritt Drive	560
Firewheel Mall		245 Cedar Sage Dr, Garland, TX 75040	513
Richland College Garland Campus		675 W. Walnut Street, Garland, Texas 75040	402,463
Amazon DDA2		3838 W Miller Rd, Garland, TX 75041	560
Huntington Industrial Partners commercial flex space (industrial district)		3150 Marquis Road and 1450 Kings Road	410

Note: based on March 2019 data from City of Garland Economic Development website and ESRI Business Analyst 2018 data.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. d.

Meeting Date: June 1, 2020

Item Title: Budget Forecast and Property Tax Exemptions

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

Staff will provide Council with a presentation on the FY 2021 budget forecast and the impacts of increasing the property tax homestead and senior exemptions.

Recommendation/Action Requested and Justification

Currently, the City of Garland homestead exemption is set at 8% of appraised value and the senior exemption is set at a flat dollar amount of \$51,000 of appraised value. Amendments to the homestead and/or senior exemptions must be approved by City Council by July 1, 2020.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. e.

Meeting Date: June 1, 2020

Item Title: CARES Funding and Other COVID-19 Related Matters

Summary of Request/Problem

Staff will update Council in regard to the federal CARES Act funding the City is receiving through Dallas County and the options for potential COVID related programs. Staff will also provide an update on any other COVID related developments.

This item is scheduled for formal consideration at the June 2, 2020 Regular Meeting.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Standard CARES ILA
CARES Act Funding Resolution

STHE STATE OF TEXAS

§

§

§

THE COUNTY OF DALLAS

§

DALLAS COUNTY CARES ACT FUNDING INTERLOCAL AGREEMENT

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the _____, located at _____ (hereinafter "City") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County's CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the

City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter “Not to Exceed Amount”) unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County’s reporting requirements, performance objectives, or other

requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable

access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public

Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH 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 OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE 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. THE 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.

11. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.
- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
- A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
 - B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
 - C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
 - D. City's failure to comply with the terms and provisions of this Agreement;
 - E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
 - F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)

TO CITY:

(214) 653-7449 (fax)

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

29. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

30. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and

disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

36. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2020.

DALLAS COUNTY:

CITY/ TOWN OF _____:

BY: Clay Jenkins
Dallas County Judge

BY: _____

Recommended:

BY: Darryl Martin
Dallas County Administrator

***Approved as to Form:**

JOHN CREUZOT
DISTRICT ATTORNEY

BY: Randall Miller
Assistant District Attorney
Dallas County DA's Office, Civil Division

*By law, the 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 A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY RELATING TO THE DALLAS COUNTY CARES ACT FUNDING; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute an Interlocal Agreement entitled the Dallas County CARES Act Funding Interlocal Agreement in the form and substance of that attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

That pursuant to the terms and conditions of the Agreement, the City Manager is authorized to execute any ancillary documents, necessary to fulfill the obligations of the City under the Agreement.

Section 3

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

PASSED AND APPROVED this the _____ of June, 2020.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. f.

Meeting Date: June 1, 2020

Item Title: Council Meeting Schedule Discussion

Summary of Request/Problem

At the request of Mayor Scott LeMay, Council will discuss the council meeting schedule for future meetings based on the current opening plans and guidelines.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Garland City Council Schedule



GARLAND
TEXAS MADE HERE

COVID-19 Meeting Recap

- March 12th we held our first special COVID-19 meeting
- March 16th & 17th we held our last in person work session and regular meeting
- March 23rd we held our last in person meeting which was a special COVID-19 meeting
- We have held 9 special COVID-19 meetings as of May 26th



June- all meetings would continue in **Zoom** format

- June 1st work session
- June 2nd regular meeting
- June 9th special meeting (Plan Commission meeting June 8th)
- June 15th work session
- June 16th regular meeting
- June 23rd special meeting (Plan Commission meeting June 22nd)
- June 29th special meeting (last one unless we still have pressing issues to address- all future COVID-19 updates would occur during work sessions)



GARLAND
TEXAS MADE HERE

July

July- all meetings would continue in **Zoom** format

- July 6th work session
- July 7th regular meeting
- July 20th work session
- July 21st regular meeting
- Council retreat in late July for planning purposes (location and format TBD)



GARLAND
TEXAS MADE HERE

August

August- all meeting would be **in person**

- August 3rd work session
- August 4th regular meeting
- August 17th work session
- August 18th regular meeting
- Special budget session(s) in late August



Precautions

All recommended or required precautions will be taken

- Proposed schedule only applies to City Council
- All meetings will be held in the Council Chambers
- Limited seating for attendees
- Limited staff in attendance
- Social distancing on the dais
- Staff exploring further measures (plexiglass shields between members)
- Staff exploring options for members that choose not to attend or are unable to attend in person