



GARLAND

AGENDA

CITY COUNCIL WORK SESSION City of Garland

REMOTE MEETING

Monday, March 1, 2021
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_NTN-YZdSR0y28XGA514F3A

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 numbers are:

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

The Meeting ID is: 931 4811 1042

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.

COUNCIL HOUSE RULES

- | | |
|--|---|
| 1. Decisions based on issues, goals and vision. | 9. Follow goals, principles and action agenda. |
| 2. Do not take things personal. | 10. Decide, vote and move on. |
| 3. Project a positive attitude. | 11. Avoid ambushes - Council or staff. |
| 4. Focus on issues, not on the person. | 12. Talk to staff before meetings. |
| 5. Be prepared to discuss issues. | 13. Vote our convictions, but be willing to compromise " <i>What is best for Garland.</i> " |
| 6. Maintain decorum. | 14. Follow Roberts Rules of Order consistently. |
| 7. Keep your sense of humor. | 15. Agree to disagree. |
| 8. Honor and respect each other; accept each other as individuals. | 16. Be open and honest. |

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. Youth Programs Standards of Care Ordinance

Council is requested to adopt an ordinance after public comments for the Youth Programs Standards of Care. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 16, 2021 Regular Meeting.

b. Police Contact Data

In accordance with the Texas "Racial Profiling" statute (Texas Code of Criminal Procedure Article 2.131 through 2.138), the Garland Police Department has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling since the implementation of the statute in 2002. In accordance with the law, the Police Department is required to submit this report to the City Council by March 1st of each year for the data from the previous calendar year.

c. Non-Profit Organization Lease Renewals

Council is requested to approve the proposed lease agreements which were drafted in accordance with the Non-Profit Organization and Sports Field Use Policy Recommendations submitted to City Council by the Administrative Services Committee at the October 19, 2020 Work Session. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 16, 2021 Regular Meeting.

4. Verbal Briefings:

a. COVID-19 Response Update and Further Actions

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

b. Discuss a Possible Credit to Water Bills

At the request of Council Member Robert John Smith and Mayor Scott LeMay, Council will discuss a possible credit to water bills based on the winter storm event and the need to "drip" water faucets. This credit would be an addition to the adjustment made when there is a broken pipe.

c. Audit Committee Report

Council Member Rich Aubin, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- Liability Claims Audit*
- Software Licensing Audit Follow-Up*
- Kraft Employee Retention Audit*
- City-wide Risk Assessment & FY/2021 Annual Audit Plan*

d. Public Safety Committee Report

Council Member Robert Vera, Chairman of the Public Safety Committee, and Chief Jeff Bryan, Staff Liaison to the Committee, will provide a committee report on the following items assigned to the Committee:

- Consider an ordinance prohibiting vehicles from parking on City owned property except in designated parking spaces.*
- Discuss topics related to street racing on Garland streets.*

e. Accessory Dwelling Units (ADU's)

The Development Services Committee will report its findings regarding Accessory Dwelling Units (ADU's). At the request of the City Council, the Development Services Committee has discussed current regulations of Accessory Dwelling Units (ADU's).

f. Specific Use Provision (SUP) Time Periods

The Development Services Committee will report its findings regarding SUP time periods. At the request of the City Council, the Development Services Committee has discussed SUP time periods. The Committee has drafted a policy guide to applicants, staff and the Plan Commission for assigning such time periods, based on past City Council approvals.

g. Office of Fair Housing Program Recommendations

Staff will present recommended changes in Garland's Fair Housing Ordinance.

h. Amendments to the Garland Development Code (GDC) Regarding Home Occupations

At the request of Deputy Mayor Pro Tem Deborah Morris, and seconded by Mayor Scott LeMay, Council is requested to discuss Home Occupations.

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 Section 551.074 of the Texas Government Code (relating to personnel) to conduct the annual review of the Municipal Judges, the City Auditor, the City Attorney, and the City Manager.

The City Council will adjourn into Executive Session pursuant to Sections 551.071 and 551.086 of the Texas Government Code regarding attorney-client communications and competitive matters relating to GP&L operations in the recent weather-related electric curtailment event.

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: March 1, 2021

Item Title: Youth Programs Standards of Care Ordinance

Submitted By: D'Lee Williams, Recreation Director

Strategic Focus Areas: Customer-Focused City Services

ISSUE

Council is requested to consider adopting an ordinance after public comments for the Youth Programs Standards of Care to meet the requirements of Texas Human Resources Code 42.041.

OPTIONS

1. Adopt an ordinance with public comments for the Youth Programs Standards of Care
2. Do not adopt an ordinance with public comments for the Youth Programs Standards of Care

RECOMMENDATION

Option 1: Adopt an ordinance with public comments for the Youth Programs Standards of Care. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 16, 2021 Regular Meeting.

BACKGROUND

Texas Human Resource Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs for children operated by municipalities from state child care licensing. In order to receive exempt status for elementary age (ages 5-13) and teen recreation programs, a municipality must adopt a youth programs standards of care ordinance after a public hearing, then submit a copy of the standards, a notice of the public hearing for the program and a copy of the program and a copy of the ordinance adopting the standards to the state.

Parks, Recreation and Cultural Arts Department staff have formulated standards of care for youth programs that includes staffing ratios, minimum staff qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day care facility. The Parks and Recreation Board reviewed and approved the Youth Programs Standards of Care at their February 3, 2021 meeting.

CONSIDERATION

If adopted, the ordinance for the Youth Programs Standards of Care will comply with the state code for children's recreational programs.

Attachments

Youth Programs Standards of Care

Youth Programs Standards of Care Ordinance



City of Garland

Youth Program Standards of Care

The following Youth Program Standards of Care (“Standards of Care”) allow for exemption from state licensing by the City of Garland, Texas pursuant to Texas Human Resources Code §42.041(b)(14). The Standards of Care are intended to be minimum standards by which the City of Garland Parks, Recreation and Cultural Arts Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

GENERAL ADMINISTRATION

1) Organization

- A. The governing body of the Programs is the City Council.
- B. Implementation of the Standards of Care is the responsibility of the Director and Department employees.
- C. These Standards of Care apply to all Programs.
- D. Each Garland recreation center will have available for public review a current copy of the Standards of Care.
- E. Parents will be provided access to a current copy of the Standards of Care through the City's web site.
- F. Criminal background checks will be conducted on prospective Program employees ages 18 and older. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) a felony or a misdemeanor classified as an offense against a person or family;
 - (2) a felony or misdemeanor classified as public indecency;
 - (3) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (4) any offense involving moral turpitude; or
 - (5) any offense that would potentially put youth participants or the City at risk.

2) Definitions

As used in these Standards of Care, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

- A. *City*: City of Garland, a Texas home rule municipality located in Dallas County, Texas.
- B. *City Council*: City Council of the City of Garland.
- C. *Department*: City's Parks, Recreation and Cultural Arts Department.
- D. *Director*: The Recreation Director of the Department or their designee.
- E. *Employee(s)*: Term used to describe people who have been hired to work for the City and have been assigned responsibility for managing, administering, or implementing some portions of the

Programs.

F. *Parent(s)*: This term will be used to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Programs.

G. *Participant*: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

H. *Program* or *Youth Program*: City recreation programs consisting of the Standing Tall and Reaching for Success (STARS) Camp, the Duck Creek Adventure Camp, Fields Recreation Center Summer Camp and such other recreation programs operated from time to time by the Department where the participants are Youth.

I. *Program Leader* or *Leader*: A Department part-time employee who has been assigned responsibility to implement the Programs.

J. *Program Manual*: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Programs.

K. *Program Site*: The recreation center where program is located.

L. *Program Supervisor* or *Supervisor*: The Department's full-time Specialist who has been assigned administrative responsibility for one or more of the Programs.

M. *Recreation Center*: One of six facilities operated by the City of Garland.

N. *Youth*: A child who is at least five (5) years of age but not older than thirteen (13) years of age.

O. *Recreation Manager*: The Recreation Manager of the Department or their designee.

3) Inspections/Monitoring/Enforcement

A. The Director or Recreation Manager will make visual inspections of the Program based on the following schedule:

(1) The STARS, Duck Creek Adventure, Fields Recreation Center camps will be inspected twice during its summer schedule.

(2) Programs scheduled during winter break and spring break will be inspected once.

(3) The inspection schedule of other Programs shall be determined when established and will be based on the duration of the Program.

B. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor. The Supervisor will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Director and the complaint and the resolution will be noted.

4) Participation

A. Before a Youth can participate, a Parent must sign registration forms that contain:

(1) The name, address, phone number of the Youth;

(2) The name, address, and phone number of the Youth's Parent;

(3) The names and phone numbers of people to whom the Youth can be released;

(4) A statement/description of the Youth's special problems or needs;

(5) Emergency medical authorization;

(6) Proof of residency when appropriate; and

(7) A liability waiver.

5) Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family

Code. In the case where a City employee is involved in an incident with a Youth that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager or the Director. The Recreation Manager or Director will immediately notify the Police Department and any other agency as may be appropriate. Texas state law requires the staff of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

6) Youth Program Supervisor Qualifications

A. Supervisors will be full-time, professional employees of the City assigned to the Department and will be required to have all Program Leader qualifications as outlined in Section 7 of these Standards of Care.

B. Supervisors must be at least 21 years old

C. Supervisors must have a bachelor's degree from an accredited college or university or equivalent work experience.

Acceptable degrees include:

(1) Recreation Administration or General Recreation;

(2) Physical Education; or

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment.

D. Supervisors must have one years' experience planning and implementing recreational activities or 2 years without a degree.

E. Supervisors must pass a background investigation including testing for illegal substances.

F. Supervisors must have successfully completed a course in first aid, Cardio Pulmonary Resuscitation (CPR), and AED based on either American Heart Association or American Red Cross standards.

7) Supervisor's Responsibilities

A. Supervisors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Supervisors are responsible to recommend for hire, supervise, and evaluate Leaders.

C. Supervisors are responsible to plan, implement, and evaluate programs.

8) Youth Program Leader Qualifications

A. Leaders will be part-time or temporary employees of the City assigned to the Department.

B. Leaders working with Youth must be age 18 or older; however, each age group will have at least one employee 18 years old or older present at all times.

C. Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with Youth.

D. Leaders must relate to Youth with courtesy, respect, tolerance, and patience.

E. Leaders must have successfully completed a course in first aid, CPR, and AED based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.

G. Leaders must pass a background investigation including testing for illegal substances.

9) Leader Responsibilities

- A. Leaders will be responsible for providing Participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
- B. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to the Youth Programs.
- C. Leaders must ensure that Participants are released only to a Parent or an adult designated in writing by the Parent. A copy of the Department-approved plan to verify the identity of a person authorized to pick up a Participant if that person is not known to the Leader will be on file at the Recreation Center.

10) Training/Orientation

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. Supervisors will provide each Leader with a Program manual specific to Youth Programs.
- B. Program employees must be familiar with the Standards of Care as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.
- F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

11) Staff-Participant Ratio

- A. The standard ratio of Participants to Leaders in the Programs will be 15 to 1. In the event a Leader is unable to report to work, a replacement will be assigned.
- B. Each Participant shall have a Program employee who is responsible for the Participant and who is aware of the Participant's habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

12) Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a Participant being suspended from the Program.
- F. In instances where there is a danger to Participants or Program staff, offending Participants will be removed from the Program Site as soon as possible.

13) Programming

A. Program employees will attempt to provide activities for each group according to the Participants' ages, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.

B. Program employees will attempt to provide time periods that include:

- (1) Alternating active and passive activities;
- (2) opportunity for individual and group activities, and
- (3) outdoor time each day as weather permits.

C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.

(1) During trips, Program employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.

(2) Program employees must have a written list of the Participants in the group and must check the roll frequently.

(3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

14) Communication

A. Each age group will have communication availability to allow the age group to be contacted by Recreation Center personnel.

B. The Supervisor will make available the following phone numbers adjacent to a phone accessible to all Program employees at the Recreation Center:

- (1) Garland ambulance or emergency medical services
- (2) Garland Police Department
- (3) Garland Fire Department
- (4) Recreation Center
- (5) Numbers at which Parents may be reached
- (6) The phone number for the Program Site itself

15) Transportation

A. Before a Participant may be transported to and from the Program Site or other location by means of transportation provided by the City, a transportation form, completed by the Parent, must be filed with the Supervisor.

B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport Participants.

FACILITY STANDARDS

16) Safety

A. Program employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.

B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.

C. Program equipment and supplies must be safe for the Participants' use.

- D. Program employees must have first aid supplies readily available in a designated location at each Program Site, during transportation to an off-site activity, and for the duration of any off-site activity. Program employees must have an immediately accessible guide to first aid and emergency care.
- E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.
- F. Porches and platforms more than 30 inches above the ground at the Program Site must be equipped with railings Participants can reach.
- G. All swing seats at Program Sites must be constructed of durable, lightweight, relatively pliable material.

17) Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the Participants to a designated safe area.
- B. The Program Site will have an annual fire inspection and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance.
- C. All Program employees will be trained in the proper use of fire extinguishers as well as locations of fire extinguishers throughout the Recreation Center.
- D. Fire drills will be initiated at the Recreation Center based on the following schedule:
 - (1) STARS and Duck Creek Adventure Camp: A fire drill twice during the summer sessions.
 - (2) Winter and spring break camps: A fire drill once during the winter and spring sessions.
 - (3) Other Programs: The time and frequency will be determined at the time the Program is established and will be based on the duration of the Program.

18) Health

A. Illness or Injury

- (1) A Participant who is considered to be a health or safety concern to other Participants or Program employees will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program employees.
- (3) Program employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Administration of Medication

Program employees will administer medication to a Participant only if:

- (1) Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages.
- (2) Prescription medications are in the original containers labeled with the Participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the Participant's name and the date the medication was brought to the Program. Nonprescription medication must be in the

original container. Program employees will administer it only according to label direction.

(4) Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.

(5) Program employees must ensure medications are inaccessible to Participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

(1) The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.

(2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.

(3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

(1) Each Program Site must have adequate light, ventilation, and heat.

(2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a sanitary manner.

(3) Program employees must see that garbage is removed from buildings daily.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE CITY OF GARLAND PARKS, RECREATION, CULTURAL ARTS DEPARTMENT; DIRECTING THAT A COPY OF THIS ORDINANCE, THE ADOPTED STANDARDS OF CARE, AND OTHER PROGRAM INFORMATION BE DELIVERED TO THE STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Human Resource Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs operated by municipalities for children from State child care licensing;

WHEREAS, in order to receive exempt status for an elementary age (ages 5-13) recreation program, a municipality must adopt standards of care ordinance after a public hearing for the program, then submit a copy of the standards, a notice of the public hearing for the program, a copy of the program, and a copy of the ordinance adopting the standards to the State;

WHEREAS, the City of Garland, Texas, has formulated standards of care that at a minimum includes staffing ratios, minimum staff, qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day care facility; and

WHEREAS, the City Council after conducting a public hearing and affording a full and fair hearing to all citizens, and in the exercise of legislative discretion, has concluded that the attached standards of care should be approved.

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

Section 1.

The City Of Garland, Texas, hereby adopts the standards of care for an elementary age recreation program, which is attached as Exhibit "A" and incorporated herein by reference, pursuant to Section 42.041 (b)(14), Texas Human Resources Code.

Section 2.

That the Managing Director of Parks, Recreation, and Cultural Arts shall cause a copy of the standards, a notice of the public hearing for the program, a copy of the program, and a copy of this Ordinance adopting the standards be delivered to the State in accordance with the applicable regulations.

Section 3.

This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: March 1, 2021
Item Title: Police Contact Data
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

In accordance with the Texas “Racial Profiling” statute (Texas Code of Criminal Procedure Article 2.131 through 2.138), the Garland Police Department has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling since the implementation of the statute in 2002. In accordance with the law, the Police Department is required to submit this report to the City Council by March 1st of each year for the data from the previous calendar year.

OPTIONS

For discussion purposes only. No action is required by City Council.

RECOMMENDATION

Staff recommends that the City Council accepts the report as submitted.

BACKGROUND

Chapter 2 of the Texas Code of Criminal Procedure includes a prohibition of “racial profiling” by peace officers. It requires that law enforcement agencies adopt a detailed written policy on racial profiling, and implement a process by which an individual may file a complaint if the individual believes that a police officer engaged in racial profiling with respect to that individual. In addition, the statute requires, among other things, that the department provide public education relating to the agency’s complaint process.

The Code of Criminal Procedure Article 2.131 – 2.138 requires all agencies to report racial profiling data to the Texas Commission on Law Enforcement (TCOLE) as well as to their “governing body” (City Council).

The Garland Police Department has met all the requirements related to policies, procedures, and reporting requirements related to Racial Profiling.

Attachments

Racial Profiling General Order

2020 Traffic Stop Data

Racial Profiling Complaint Summary

RACIAL PROFILING

General Order # 20.08

Issued: December 31, 2001

Revised: December 12, 2017



- I. **PURPOSE:** The purpose of this policy is to unequivocally state that racial and ethnic profiling in law enforcement are totally unacceptable, to provide guidelines for officers to prevent such occurrences, and to protect our officers when they act within the dictates of the law and policy from unwarranted accusations.
- II. **DEFINITIONS:**
 - A. **Racial Profiling** - a law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
 - B. **Reasonable Suspicion** - also known as articulable suspicion. Suspicion that is more than a mere hunch, but is based on a set of articulable facts and circumstances that would warrant a person of reasonable caution in believing that an infraction of the law has been committed, is about to be committed, or is in the process of being committed, by the person or persons under suspicion. This can be based on the observations of a police officer combined with his or her training and experience, and/or reliable information received from credible outside sources.
 - C. **Acts Constituting Racial Profiling** - are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based upon an individual's race, ethnicity, national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
 - C. **Race or Ethnicity** - means of a particular descent, including Alaska native or American Indian, Asian or Pacific Islander, black, white, and Hispanic or Latino.
 - D. **Motor Vehicle Stop** - means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

III. POLICY:

It is the policy of the Garland Police Department to patrol in a proactive manner, to aggressively investigate suspicious persons and circumstances, and to actively enforce the motor vehicle laws, while insisting that citizens will only be stopped or detained when there exists reasonable suspicion to believe they have committed, are committing, or are about to commit, an infraction of the law. Racial Profiling by Garland Police Officers is totally unacceptable and is strictly prohibited in all areas, including traffic contacts, field contacts and in asset seizure and forfeiture efforts.

IV. COLLECTION OF INFORMATION:

- A. All motor vehicle stops will be recorded using departmentally approved audio and video equipment. (Reference General Order 30.17 Digital Video Evidence: Body-Worn Cameras, In-Car Cameras, & Interview Room Cameras)
- B. Every officer is required to record the following information, by either using a departmentally approved e-ticket writer or the department's racial profiling entry program, immediately after conducting a motor vehicle stop:
 - 1. The street address or approximate location of the stop.
 - 2. The initial reason for the stop.
 - 3. The physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - a. The person's gender; and
 - b. The person's race or ethnicity, as stated by the person or, if the person does not state the person's name or ethnicity, as determined by the officer to the best of the officer's ability.
 - 4. Whether a search was conducted and, if so whether the individual detained consented to the search.
 - 5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence,
 - 6. The reason for the search, including whether:
 - a. Any contraband or other evidence was in plain view;
 - b. Any probable cause or reasonable suspicion existed to perform the search; or
 - c. The search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle.
 - 7. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
 - 8. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged.

9. Whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop,
10. Whether the officer used physical force that resulted in bodily injury during the stop.

V. COMPLAINTS OF RACIAL PROFILING:

- A. Any person may file a complaint with the Internal Affairs Unit of the department if they feel they have been stopped or searched based on racial profiling, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because they have filed such a complaint.
- B. Any officer or supervisor contacted by a person who wishes to file such a complaint shall refer the person to the Internal Affairs Unit by providing the name and phone number of the Internal Affairs Unit supervisor. The officer or supervisor shall also obtain the name and phone number of the person making the complaint, if they will provide it, and forward this information to the Internal Affairs Unit supervisor.
- C. The Internal Affairs Unit shall investigate complaints of racial profiling in the same manner as other complaints. If a complaint involves a stop in which a mobile video or audio recording was made, a copy of the recording will be promptly provided to the police officer who is the subject of the complaint on written request of the officer to the Chief of Police. A copy of the video and audio or audio record of the stop will be maintained until final disposition of the complaint. The Internal Affairs Unit will report the findings of the investigation in writing along with recommendations for disciplinary action or changes in policy, training, or tactics to the Chief of Police.
- D. Any officer found to have engaged in racial profiling in violation of this policy would be subject to corrective disciplinary action up to and including termination.

VI. REVIEW PROCESS:

A sample of the digital video recordings made by officers assigned to uniformed enforcement units will be reviewed quarterly by their Lieutenant. The Lieutenant will review five (5) consecutive recordings for each of their assigned officers on a randomly selected date for evidence of racial profiling. The date will be selected by the Racial Profiling Review Captain. In the case of an officer with less than five (5) motor vehicle stops on the selected date, the Lieutenant will continue to review consecutive days until five (5) motor vehicle stops are reviewed for the officer. Should the consecutive review run past the last day of the quarter, the Lieutenant will go back to the first day of the quarter and proceed until five (5) recordings have been reviewed.

A video review worksheet will be completed for each officer reviewed. The reviewing Lieutenant will forward the completed video review worksheets to their Captain who will review them and forward them to the Racial Profiling Review Captain. The Racial Profiling Review Captain will ensure that all Lieutenants have completed worksheets on their personnel. The Racial Profiling Review Captain will forward the worksheets to the Chief of Police with a cover sheet indicating the quarter under review and the randomly selected date of review. If concerns of racial profiling are noted by reviewing Lieutenant(s), the Racial Profiling Review Captain will brief the Chief of Police.

An annual review of agency practices, including citizen concerns, will be conducted at the direction of the Chief of Police.

VII. TRAINING OF ENFORCEMENT PERSONNEL:

The Garland Police Department shall meet the educational requirements related to racial profiling in the Occupations Code Section 1701.253 and 1701.402, established by the Texas Commission on Law Enforcement (T.C.O.L.E.) and all other mandated training. The Garland Police Academy will incorporate training on the issue of racial profiling in conjunction with the Basic Academy and mandated "Cultural Diversity" training for in-service personnel.

VIII. PUBLIC EDUCATION:

The Garland Police Department shall provide written material, in English and Spanish, detailing the department's compliment and complaint process. The material shall be available in the lobby of the police building and through the Office of Internal Affairs. The department will periodically highlight the complaint process through use of its community access cable television program and through general mailings in conjunction with utility billing.

Tickets, citations, or warnings issued by the Garland Police Department shall include the compliment and complaint process, including the department's telephone number, mailing address, and e-mail address.

IX. ANNUAL REPORT TO THE STATE AND CITY:

By March 1st of each year, the Chief of Police shall submit an annual report to the City Council and the Texas Commission on Law Enforcement that includes the information gathered during motor vehicle stops.

X. PRIOR ORDERS:

From and after the effective date of this order, it shall be in full force and effect and shall govern the operations of this department with regard to its subject matter. Former orders, policies, directives and memoranda relating to the subject matter are hereby specifically revoked and they shall be of no force and effect from and after the date of issuance of this order.



Mitchel L. Bates
Chief of Police

Index As: Pedestrian Stop / Profiling
 Profiling
 Traffic Stop / Profiling

Garland Police Department

Traffic Stop Data

January 1, 2020 to December 31, 2020



Total Traffic Stops **29,996**

Gender

Male	18,677	62.3%
Female	11,319	37.7%

Race

Alaska Native / American Indian	181	0.6%
Asian / Pacific Islander	1,874	6.3%
Black	7,025	23.4%
Hispanic or Latino	10,590	35.3%
White	10,326	34.4%

Race Known Prior to Stop

Yes	507	1.7%
No	29,489	98.3%

Reason for Stop

Violation of Law	533	1.8%
Pre-existing Knowledge	435	1.5%
Moving Traffic Violation	26,884	89.6%
Vehicle Traffic Violation	2,144	7.2%

Location of Stop

City Street	27,475	91.6%
US Highway	863	2.9%
County Road	1,274	4.2%
Private Property or Other	384	1.3%

Was a Search Conducted

Yes	933	3.1%
No	29,063	96.9%

Reason for Search

Consent	412	1.4%
Contraband in Plain View	46	0.2%
Probable Cause	365	1.2%
Inventory	76	0.3%
Incident to Arrest	34	0.1%
No Search Conducted	29,063	96.9%

Was Contraband Discovered During Search

Yes	419	44.9%
No	514	55.1%

Description of Contraband

Drugs	107	25.5%
Currency	2	0.5%
Weapons	20	4.8%
Alcohol	65	15.5%
Stolen Property	2	0.5%
Other	223	53.2%

Result of the Stop

Arrest	217	0.7%
Citation	20,765	69.2%
Citation and Arrest	144	0.5%
Verbal Warning	5,461	18.2%
Written Warning	3,409	11.4%
Written Warning and Arrest	0	0.0%

Arrest Based On

Violation of Penal Code	235	65.1%
Violation of Traffic Law	26	7.2%
Violation of City Ordinance	1	0.3%
Outstanding Warrant	99	27.4%
Total Arrests	361	

Force Used Resulting in Injury

Yes	4	0.01%
No	29,992	99.99%

Garland Police Department

2020 Racial Profiling Complaint Summary

During the calendar year of 2020 the Garland Police Department Internal Affairs Division received and investigated zero (0) citizen complaints of racial profiling.

<u>Case #</u>	<u>*Contact</u>	<u>Race</u>	<u>Allegation</u>	<u>*Case Disposition</u>
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* Contact Type

Traffic – Officer initiated contact of motorist

Pedestrian – Officer initiated contact of individuals not in vehicles

Call – Contact with citizens in response to reported incidents (not self-initiated)

* Case Disposition

Sustained – Allegation was true

Not Sustained – Not enough evidence to determine if incident occurred or not

Exonerated – Incident occurred but the officer's actions were justified

Unfounded – Allegation was without merit or false



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. c.

Meeting Date: March 1, 2021

Item Title: Non-Profit Organization Lease Renewals

Submitted By: Becky King, Managing Director

Summary of Request/Problem

At the request of City Council, staff created a standardized parent lease agreement for use with non-profit organizations leasing property owned by the City of Garland. Three such lease agreements are brought for City Council's review and approval, including: a ground lease for Garland Emergency Corps to continue operations at 401 Rescue St, a ground lease for Child Care Group to continue operations at 625 E. Avenue B, and a facility lease for Headstart Child Care Center to continue operations at 3709 W. Walnut Street.

Recommendation/Action Requested and Justification

Staff recommends approval of the proposed lease agreements, which were drafted in accordance with the Non-Profit Organization and Sports Field Use Policy Recommendations submitted to City Council by the Administrative Services Committee at the October 19, 2020 Work Session.

If City Council so directs, the lease agreements will be placed on the March 16, 2021 Regular Session for approval by minute action.

Attachments

Child Care Group Lease Agreement
Garland Emergency Corp Long Term Lease
Head Start Lease Agreement



GARLAND

TEXAS MADE HERE

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered between the City of Garland, Texas, a Texas home-rule municipality ("Lessor"), and Lessee as identified in the Terms and Conditions ("Terms") for the times and dates indicated therein, which is attached hereto as **Exhibit "A"** and incorporated herein by reference. In the event of an express conflict between this Lease and the Terms, the provisions of this lease shall control.

W I T N E S S E T H

1. **Agreement to Lease.** Subject to the terms and conditions of this Lease, Lessor hereby grants, demises and lets to Lessee, and Lessee hereby hires and takes as tenant of Lessor, the premises located in Garland, Dallas County, Texas, and being more particularly described in **Exhibit "B"** ("Premises"). Any concessions, and use of City owned concession facilities located on or within the Premises, shall be under the terms and conditions of the Concessions Agreement, which is attached hereto as **Exhibit "C,"** and incorporated herein by reference.

2. **Term.** The term of this Lease shall commence 30 days after the execution of this Agreement ("Effective Date"), and shall end at midnight on the same date 5 years thereafter ("Termination Date"), unless sooner terminated as provided herein.

3. **Use.** The Premises leased are to be used and occupied by Lessee as a non-profit for the times and purposes indicated in the Terms. Lessor shall make the Premises available to the Lessee at the times specified in the Terms for any set-up required prior to the event. Lessee shall not use or permit the use of the Premises, or any part thereof, for any purpose other than as stipulated without the written consent of Lessor.

4. **Rent; Deposit.** Lessee shall pay Lessor an amount under the terms and conditions indicated within the Terms.

User shall pay Licensor the deposit amount indicated within the Terms.

5. **As Is Condition.** After execution of this Agreement, but prior to the Effective Date, Lessee shall have the right to enter onto the Premises and to have full access to the Premises for the purpose of conducting such inspections, investigations, studies and tests as Lessee may deem fit. In the event that Lessee determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Premises is not satisfactory for Lessee's purposes or is not suitable for Lessee's intended use, then Lessee shall deliver written notice of such determination to Lessor on or before the Effective Date. Lessee, by entry of the Premises under this Lease, accepts the Premises "**AS IS - WHERE IS, WITH ALL FAULTS**" in the present state of repair. Lessee has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor's behalf, that the Premises are fit and satisfactory in all respects for Lessee's purposes.

LESSEE ACKNOWLEDGES THAT LESSOR EXPRESSLY DISCLAIMS AND LESSEE EXPRESSLY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, USEABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, AND LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE ANY OTHER REPRESENTATIONS TO LESSEE AS TO WHETHER OR NOT THE PREMISES ARE FIT AND SATISFACTORY FOR THE USE INTENDED BY LESSEE. LESSOR DISCLAIMS RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION RELATING TO THE PREMISES, WHETHER PROVIDED BY LESSOR OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATIONS OF ANY NATURE REGARDING THE PREMISES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT, OR FUTURE, CONCERNING: (I) THE NATURE AND CONDITION OF THE PREMISES, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL SUBSTANCES, HAZARDS OR CONDITIONS OR PRESENCE OF ANY ENDANGERED OR PROTECTED SPECIES THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS;

(II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; (III) THE COMPLIANCE OF THE LAND OR ITS OPERATION WITH ANY LAW, ORDINANCE OR REGULATION OF ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AUTHORITY; AND (IV) WHETHER OR NOT THE PROPERTY CAN BE DEVELOPED OR UTILIZED FOR ANY PURPOSE. FOR PURPOSES HEREOF, "ENVIRONMENTAL SUBSTANCES" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCE" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9601 ET.SEQ., AS AMENDED, (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261, ET. SEQ., AS AMENDED, (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATION OILS, (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C.A. SECTION 651 ET. SEQ., AS AMENDED, (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C.A. SECTION 6901 ET. SEQ., AS AMENDED, (F) ASBESTOS, (G) POLYCHLORINATED BIPHENYLS, (H) UNDERGROUND STORAGE TANKS AND WELLS, WHETHER EMPTY, ABANDONED, CAPPED, UNCAPPED, FILLED, OR PARTIALLY FILLED WITH ANY SUBSTANCE, (I) ANY SUBSTANCE, THE PRESENCE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS, AND (J) ANY OTHER SUBSTANCE WHICH BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS REQUIRES SPECIAL HANDLING OR NOTIFICATION OF GOVERNMENTAL AUTHORITIES IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

TO THE FULLEST EXTENT OF THE LAW, LESSEE WAIVES AND DISCLAIMS ANY CAUSE OF ACTION THAT LESSEE MAY NOW OR HEREAFTER HAVE OR OBTAIN AGAINST LESSOR, ITS AGENTS, EMPLOYEES OR SERVANTS ARISING FROM THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD LESSOR AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND DAMAGES

(WHETHER COMMON LAW OR STATUTORY, AND WHETHER CHARACTERIZED AS ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR BASED ON STRICT LIABILITY AND EXPRESSLY INCLUDING THOSE CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN), OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

6. **Fixtures, Improvements, and Liability for Loss or Damage to Property.** Lessee acknowledges that as part of the consideration for entering into this Lease, Lessee may have the obligation to make certain capital improvements to the Premises, which are more fully described in **Exhibit "D,"** attached hereto and incorporated herein by reference for all purposes. Title to any fixtures and improvements constructed by Lessee and attached to the Premises shall transfer to the City of Garland upon termination of this Lease, unless otherwise agreed upon in writing by both Parties. Prior to constructing any improvements or attachments on the Premises, Lessee must first obtain written authorization from the City. As of the Execution Date, Lessee is authorized to construct and attach to the Premises the improvements detailed in **Exhibit "E,"** attached hereto and incorporated herein by reference for all purposes. During the term of this Lease, Lessee shall have a duty to maintain all fixtures and improvements in accordance with the provisions of below Sections 7 and 8. Personal property and chattel placed in or on the Premises shall be at the sole risk of Lessee or the owner of such property.

7. **No Waste or Contamination.** Lessee shall commit no waste of the Premises, including but not limited to any fixtures or improvements, and shall be responsible for any damages to the Premises, including but not limited to fixtures and improvements, caused by the activities of Lessee. Lessee shall, on the Termination Date or any earlier termination of this Lease, surrender the Premises clean, free of debris, and in substantially the same condition as received, except for normal wear and tear. Lessee may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Lessee shall be done in strict accordance with all applicable federal, state and local laws. Lessee shall, upon request, provide

Lessor with copies of all chemical constituents and MSDS sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

8. **Maintenance.** Subject to the provisions of paragraph 7, Lessee must maintain, including performing any necessary repairs to conduct the approved use on the Premises, in accordance with the Terms. Lessee shall maintain the Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal.

9. **Loss or Destruction of Property Leased.** If the Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the Lessee or the Lessee's employees, guests or invitees, either Lessor or Lessee may terminate the Lease at any time by giving written notice to the other.

10. **Lessee to Provide Insurance.** Lessee agrees to carry, during the term of this Lease, comprehensive general liability insurance insuring against bodily injury - including death - and property damage with a company or companies qualified to do business and to write insurance in the State of Texas. The policy or policies shall name Lessor as an additional insured and shall provide coverage of at least \$500,000.00 for bodily injury or death, per occurrence, and \$100,000.00 for property damage, per occurrence. The cost of premiums for all such policies shall be paid by Lessee and the policy or policies shall bear an endorsement providing at least ten (10) days written notice to Lessor of cancellation or material alteration. Lessee shall provide the Lessor with a copy of the insurance policy listing the Lessor as an additional insured and reflecting the required minimum coverage amounts herein at the time of executing this Lease. Also, Lessee shall provide the Lessor with a copy of the insurance policy on an annual basis throughout the term of the lease beginning on the 1st anniversary of the Effective Date and continuing on the same date throughout the term of this Lease.

11. **Assignment or Sublease.** Lessee shall not assign this Lease or sublet the Premises, or any part thereof, without

the prior written consent of the Lessor, which may be denied for any reason or no reason at all.

12. **Utilities.** Unless otherwise provided for in the Terms, Lessee shall pay, during Lessee's occupancy of the Premises, for all utilities and services, if any, supplied to the Premises, and Lessee shall not cause or suffer the imposition of any lien against the Premises arising from the provision of any utility or related services. Lessee shall be and remain a customer of the City for solid waste, water, and waste-water services throughout the Term of this Lease.

13. **Right to Audit; Inspections.** Lessee grants Lessor the right to enter into and upon the Premises to conduct routine inspections of the Premises and to the extent necessary to determine Lessee is in compliance with the material terms of this Lease, to conduct compliance audits of Lessee's business records. In the event Lessor elects to do a compliance audit to confirm Lessee is maintaining the minimum insurance requirements, is operating its business as described in above Section 4, and is in conformance with all material provisions of this Lease, Lessor shall give Lessee written notice three business days in advance of entering the Premises to conduct a compliance audit.

14. **Termination.** This Lease may be terminated by Lessor, for cause, upon thirty (30) days written notice to Lessee. "Cause" shall be deemed to be any of the following, separately or in any combination:

(A) Failure to maintain insurance coverage on the Premises or provide Lessor proof thereof upon demand;

(B) Failure to maintain the Premises in accordance with the provisions of paragraph 8 or applicable laws, rules or regulations;

(C) Use of the Premises in violation of paragraph 3;
or

(D) Failure to comply with any material provision of this Lease.

15. **Severability.** If any term or provision of this Lease is held to be illegal, invalid or unenforceable, the

legality, validity or enforceability of the remaining terms or provisions of this Lease shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Lease a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. **Waiver.** Either Lessor or Lessee shall have the right to waive any requirement contained in this Lease which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

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

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

19. **Complete Agreement.** This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Lessor nor Lessee has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

20. **Binding Effect.** Except as limited herein, the terms and provisions of this Lease shall be binding upon and

inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

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

22. **Counterparts.** This Lease has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

23. **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

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

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

26. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee as those terms are understood herein.

27. **Non-Discrimination.** Lessee promises and warrants that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied access or benefits of, or be otherwise subjected to discrimination under any program, activity, or transaction on the Premises.

28. **Signature Authority.** Both Parties represent, warrant, and agree that they have the full right and authority to enter into this Lease, and that the person executing this Lease on behalf of the respective Party has the full right and authority to enter into this Lease and bind the Party to each and every obligation contained herein. Lessee understands and acknowledges that Lessor cannot be lawfully held responsible for any obligation contained herein and this Lease cannot be amended, without the authorization of the City Council of the City of Garland and executed by the Mayor of the City of Garland.

EXECUTED as of the ____ day of _____, 2021.

LESSOR:

LESSEE:

CITY OF GARLAND, TEXAS

_____, **INC.**

By: _____

By: _____

Title: _____

Title: _____

Address:

Address:

City of Garland
200 N. Fifth Street
P. O. Box 469002
Garland, Texas 75046-9002
Attn: City Manager

Garland, Texas 75____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day
of _____, 2021, by _____,
Mayor of the City of Garland, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day
of _____, 2021.

Notary Public in and for the
State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day
of _____, 2021, by _____,
as _____ acting on behalf of
_____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day
of _____, 2021.

Notary Public in and for the
State of Texas



GARLAND
TEXAS MADE HERE

EXHIBIT "A"
TERMS AND CONDITIONS FOR LEASE

This Lease is administered by the Neighborhood Vitality Department of the City of Garland, Texas ("CITY"), and is made and entered into between the **City of Garland, Texas** ("LESSOR") AND **ChildCareGroup** ("LESSEE" or "GEC").

LESSEE is prohibited from and hereby agrees not to lease, sublease, or assign this LEASE, or any part thereof, except on prior written consent of CITY or as authorized in this agreement. In the event written consent is granted, LESSEE shall submit the written contract from assignee or sub-LESSEE stating all provisions regarding utilization of Premises and fees to be paid to the organization. The contract must be submitted for the approval of CITY prior to entering into an agreement with subLESSEE or assignee.

1.0 Agreement Period; Location; LEASE Fee; Deposit:

- 1.1 TERM: The term of this Lease shall commence on **May 1, 2021** and end on **May 1, 2026** ("Term"). However, notwithstanding any other provision contained herein, or within the Lease, this Lease shall terminate upon 120 days written notice and LESSEE shall at its own expense remove the building from the Premises and will restore the site to its original condition.
- 1.2 PREMISES: The Premises is located at the following address 625 E. Avenue B Drive, Garland, Dallas County, Texas, and is more particularly described as follows: CCG Building ("Premises").
- 1.3 RENT: In consideration for LESSEE'S use of the Premises, LESSEE shall pay LESSOR rent in the amount of \$1/month, due on the 1st day of each month during the Term and beginning on the 1st day of May, 2021.
- 1.4 DEPOSIT: LESSEE shall pay LESSOR a non-refundable security deposit of \$1 within 10 business days of executing this LEASE.
- 1.5 UTILITIES: The LESSEE is responsible for all utilities **X** yes _____ no.

1.5.1 Party responsible for utilities:

	Lessor ("City")	Lessee ("ChildCareGroup")
Solid Waste		X
Electric		X
Water/Sewer		X

- 1.5.2 Unless otherwise provided for below, LESSEE shall use City of Garland as its exclusive utility provider for services provided to the Premises.

- 1.5.3 Miscellaneous Utility Provisions: _____

2.0 Allowed Use:

- 2.1 LESSEE is granted permission to conduct the following activities on the Premises during the Term of this Agreement ("Use"):

Provide early childhood development and parent education, and associated community-building activities.

- 2.2 NON-EXCLUSIVE: This LEASE is non-exclusive as between the LESSEE and LESSOR and LESSOR retains primacy and the absolute right to use the Premises at any time.

- 2.3 MISCELLANEOUS OR SPECIFIC ALLOWED USE PROVISIONS:

2.3.1 LESSEE may use City owned waste containers for reasonable amount of trash and debris generated by LESSEE, in its normal operations, and in connection with the allowed Use.

2.3.2 PARKING: LESSEE may use the parking spaces designated by LESSOR and located upon City property adjacent to the Premises for any vehicle directly connected with the Allowed Use.

3.0 Premises Maintenance:

- 3.1 LESSEE shall have responsibility to maintain Premises during the Term of this Lease. LESSEE is expected to maintain and keep in good condition the interiors and exteriors of Premises, including any grounds or real property immediately adjacent to the Premises and used by LESSEE.
- 3.2 LESSEE is responsible to keep all Premises operated by LESSEE in good condition. Any damage to the Premises or City equipment during the Term must be repaired in a timely manner. LESSEE is responsible for year-round maintenance of the Premises. Failure to maintain or repair damages to Premises shall be grounds for prohibition of any activity by LESSEE on the Premises until the repair is made to LESSOR's satisfaction. If LESSEE does not make repairs in time frame set by LESSOR, repairs will be made by LESSOR and the LESSEE shall be charged all expenses for the repairs.
- 3.3 STORAGE: LESSEE will store maintenance equipment and supplies in LESSOR approved storage areas. Personal property, materials, or equipment must be stored in a clean and organized manner. Only items related to the allowed Use may be stored on the Premises. LESSOR reserves the right to remove and dispose of improperly stored maintenance equipment or materials. Only locks and keys issued by LESSOR may be used to secure storage Premises.
- 3.4 Access to LESSEE owned Premises on the Premises shall be granted to City of Garland employees, agents, and officers in the exercise of government functions. LESSEE shall provide a key to all LESSEE owned Premises located on the Premises to LESSOR.
- 3.5 All LESSEE Premises repairs requested by LESSOR shall be completed by the requested date. Failure to complete repairs may result in delay to LESSEE's use of the Premises until repairs or corrections are completed.
- 3.6 LESSEE shall remove all equipment and personal property that is portable and not of permanent nature from the site within thirty days of the agreement termination date. If equipment is not removed from site after thirty days, LESSOR has authority to take possession and/or dispose of this equipment.

4.0 Premises Improvements by LESSOR:

- 4.1 LESSEE shall submit a written request, with design drawings, to LESSOR for LESSEE to perform Premises improvements to the Premises. Upon confirmation that LESSEE's request meets all applicable City codes and regulations and upon a determination, in its sole discretion, as to whether the proposed improvements are beneficial to the City, LESSOR may

issue written authorization for work to proceed. LESSEE may not begin work on any Premises improvements without prior written consent of LESSOR to proceed.

4.2 Any unauthorized structures, building installations or additions on City owned property shall be removed by LESSEE at LESSEE'S sole cost and expense.

4.3 LESSOR must approve irrigation systems installed and maintained by LESSEE. Any grass or other landscaped areas identified by LESSOR as the LESSEE's responsibility shall be maintained year round.

5.0 Articles of Formation: LESSEE shall provide LESSOR a copy of its Articles of Formation filed with the Secretary of State, contemporaneously with the execution of this LEASE.

6.0 Criminal Background Checks. LESSEE, if providing youth activities, shall conduct criminal background checks on any person holding a position within the organization. This shall include, but is not limited to, elected/appointed board members/officers, coaches, assistant coaches, referees/officials, scorekeepers, concession volunteers, promotional volunteers, equipment managers, and Premises managers. It shall be the sole responsibility of the LESSEE to conduct all criminal background checks.

7.0 Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or partnership nor of venture, it is being expressly understood and agreed that no provision contained herein nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship between the City of Garland as a governmental entity, and its citizens, in a regulatory matter governing the use of Premises and the conduct of activities related thereto. The LESSEE shall not represent to any person, by any means, that it acts for or on behalf of the City, unless expressly so authorized in writing by the City.

8.0 Independent Contractor:

8.1 While engaged in carrying out and complying with the terms and conditions of this Lease, the LESSEE is, and shall be, an Independent Contractor and shall not, with respect to its acts or omissions, be deemed an officer, employee or agent of the City. The LESSEE shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City.

8.2 LESSEE is and shall be an Independent Contractor, with full, complete and exclusive power and authority to direct, supervise, and control its own employees and agents and to determine the method of the performance of the activities covered hereby. The fact that the City's representative shall have the right to observe LESSEE'S work during his performance and to carry out the other prerogatives which are expressly reserved to and vested in the City's representative hereunder, is not intended to and shall not at any time change or affect the status of the LESSEE as an Independent Contractor with respect to either the City's representative or to the LESSEE'S own employees or agents or to any other person, firm or corporation.

9.0 **Miscellaneous/Additional**
Provisions: _____

** For any additional Miscellaneous Provisions, see attached Exhibit A-1, which is incorporated herein by reference.*

16.0 Authorized Signatures:

LESSOR:

City of Garland, Texas

By: _____

Title : _____

Date: _____

LESSEE:

ChildCareGroup

By: _____

Title: _____

Date: _____

Exhibit B



625 E Avenue B
Parcel ID: 26250600020030000



GARLAND

TEXAS MADE HERE

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered between the City of Garland, Texas, a Texas home-rule municipality ("Lessor"), and Lessee as identified in the Terms and Conditions ("Terms") for the times and dates indicated therein, which is attached hereto as **Exhibit "A"** and incorporated herein by reference. In the event of an express conflict between this Lease and the Terms, the provisions of this lease shall control.

W I T N E S S E T H

1. **Agreement to Lease.** Subject to the terms and conditions of this Lease, Lessor hereby grants, demises and lets to Lessee, and Lessee hereby hires and takes as tenant of Lessor, the premises located in Garland, Dallas County, Texas, and being more particularly described in **Exhibit "B"** ("Premises"). Any concessions, and use of City owned concession facilities located on or within the Premises, shall be under the terms and conditions of the Concessions Agreement, which is attached hereto as **Exhibit "C,"** and incorporated herein by reference.

2. **Term.** The term of this Lease shall commence and end on the dates and times identified in the Terms ("Termination Date"), unless sooner terminated as provided herein.

3. **Use.** The Premises leased are to be used and occupied by Lessee as a non-profit for the times and purposes indicated in the Terms. Lessor shall make the Premises available to the Lessee at the times specified in the Terms for any set-up required prior to the event. Lessee shall not use or permit the use of the Premises, or any part thereof, for any purpose other than as stipulated without the written consent of Lessor.

4. **Rent; Deposit.** Lessee shall pay Lessor an amount under the terms and conditions indicated within the Terms. User shall pay Licensor the deposit amount indicated within the Terms.

5. **As Is Condition.** After execution of this Agreement, but prior to the Effective Date, Lessee shall have the right to enter onto the Premises and to have full access to the Premises for the purpose of conducting such inspections, investigations, studies and tests as Lessee may deem fit. In the event that Lessee determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Premises is not satisfactory for Lessee's purposes or is not suitable for Lessee's intended use, then Lessee shall deliver written notice of such determination to Lessor on or before the Effective Date. Lessee, by entry of the Premises under this Lease, accepts the Premises **"AS IS - WHERE IS, WITH ALL FAULTS"** in the present state of repair. Lessee has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor's behalf, that the Premises are fit and satisfactory in all respects for Lessee's purposes.

LESSEE ACKNOWLEDGES THAT LESSOR EXPRESSLY DISCLAIMS AND LESSEE EXPRESSLY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, USEABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, AND LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE ANY OTHER REPRESENTATIONS TO LESSEE AS TO WHETHER OR NOT THE PREMISES ARE FIT AND SATISFACTORY FOR THE USE INTENDED BY LESSEE. LESSOR DISCLAIMS RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION RELATING TO THE PREMISES, WHETHER PROVIDED BY LESSOR OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATIONS OF ANY NATURE REGARDING THE PREMISES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT, OR FUTURE, CONCERNING: (I) THE NATURE AND CONDITION OF THE PREMISES, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL SUBSTANCES, HAZARDS OR CONDITIONS OR PRESENCE OF ANY ENDANGERED OR PROTECTED SPECIES THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION,

CONDITION OR OTHERWISE; (III) THE COMPLIANCE OF THE LAND OR ITS OPERATION WITH ANY LAW, ORDINANCE OR REGULATION OF ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AUTHORITY; AND (IV) WHETHER OR NOT THE PROPERTY CAN BE DEVELOPED OR UTILIZED FOR ANY PURPOSE. FOR PURPOSES HEREOF, "ENVIRONMENTAL SUBSTANCES" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCE" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9601 ET. SEQ., AS AMENDED, (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261, ET. SEQ., AS AMENDED, (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATION OILS, (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C.A. SECTION 651 ET. SEQ., AS AMENDED, (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C.A. SECTION 6901 ET. SEQ., AS AMENDED, (F) ASBESTOS, (G) POLYCHLORINATED BIPHENYLS, (H) UNDERGROUND STORAGE TANKS AND WELLS, WHETHER EMPTY, ABANDONED, CAPPED, UNCAPPED, FILLED, OR PARTIALLY FILLED WITH ANY SUBSTANCE, (I) ANY SUBSTANCE, THE PRESENCE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS, AND (J) ANY OTHER SUBSTANCE WHICH BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS REQUIRES SPECIAL HANDLING OR NOTIFICATION OF GOVERNMENTAL AUTHORITIES IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

TO THE FULLEST EXTENT OF THE LAW, LESSEE WAIVES AND DISCLAIMS ANY CAUSE OF ACTION THAT LESSEE MAY NOW OR HEREAFTER HAVE OR OBTAIN AGAINST LESSOR, ITS AGENTS, EMPLOYEES OR SERVANTS ARISING FROM THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD LESSOR AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER CHARACTERIZED AS ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR BASED ON

STRICT LIABILITY AND EXPRESSLY INCLUDING THOSE CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN), OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

6. Fixtures, Improvements, and Liability for Loss or Damage to Property. Lessee acknowledges that as part of the consideration for entering into this Lease, Lessee may have the obligation to make certain capital improvements to the Premises, which are more fully described in **Exhibit "D,"** attached hereto and incorporated herein by reference for all purposes. Title to any fixtures and improvements constructed by Lessee and attached to the Premises shall transfer to the City of Garland upon termination of this Lease, unless otherwise agreed upon in writing by both Parties. Prior to constructing any improvements or attachments on the Premises, Lessee must first obtain written authorization from the City. As of the Execution Date, Lessee is authorized to construct and attach to the Premises the improvements detailed in **Exhibit "E,"** attached hereto and incorporated herein by reference for all purposes. During the term of this Lease, Lessee shall have a duty to maintain all fixtures and improvements in accordance with the provisions of below Sections 7 and 8. Personal property and chattel placed in or on the Premises shall be at the sole risk of Lessee or the owner of such property.

7. No Waste or Contamination. Lessee shall commit no waste of the Premises, including but not limited to any fixtures or improvements, and shall be responsible for any damages to the Premises, including but not limited to fixtures and improvements, caused by the activities of Lessee. Lessee shall, on the Termination Date or any earlier termination of this Lease, surrender the Premises clean, free of debris, and in substantially the same condition as received, except for normal wear and tear. Lessee may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Lessee shall be done in strict accordance with all applicable federal, state and local laws. Lessee shall, upon request, provide Lessor with copies of all chemical constituents and MSDS

sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

8. **Maintenance.** Subject to the provisions of paragraph 7, Lessee must maintain, including performing any necessary repairs to conduct the approved use on the Premises, in accordance with the Terms. Lessee shall maintain the Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal.

9. **Loss or Destruction of Property Leased.** If the Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the Lessee or the Lessee's employees, guests or invitees, either Lessor or Lessee may terminate the Lease at any time by giving written notice to the other.

10. **Lessee to Provide Insurance.** Lessee agrees to carry, during the term of this Lease, comprehensive general liability insurance insuring against bodily injury - including death - and property damage with a company or companies qualified to do business and to write insurance in the State of Texas. The policy or policies shall name Lessor as an additional insured and shall provide coverage of at least **\$500,000.00** for bodily injury or death, per occurrence, and **\$250,000.00** for property damage, per occurrence. The cost of premiums for all such policies shall be paid by Lessee and the policy or policies shall bear an endorsement providing at least ten (10) days written notice to Lessor of cancellation or material alteration. Lessee shall provide the Lessor with a copy of the insurance policy listing the Lessor as an additional insured and reflecting the required minimum coverage amounts herein at the time of executing this Lease. Also, Lessee shall provide the Lessor with a copy of the insurance policy on an annual basis throughout the term of the lease beginning on the 1st anniversary of the Effective Date and continuing on the same date throughout the term of this Lease.

11. **Assignment or Sublease.** Lessee shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of the Lessor, which may be denied for any reason or no reason at all.

12. **Utilities.** Unless otherwise provided for in the Terms, Lessee shall pay, during Lessee's occupancy of the Premises, for all utilities and services, if any, supplied to the Premises, and Lessee shall not cause or suffer the imposition of any lien against the Premises arising from the provision of any utility or related services. Lessee shall be and remain a customer of the City for solid waste, water, and waste-water services throughout the Term of this Lease.

13. **Right to Audit; Inspections.** Lessee grants Lessor the right to enter into and upon the Premises to conduct routine inspections of the Premises and to the extent necessary to determine Lessee is in compliance with the material terms of this Lease, to conduct compliance audits of Lessee's business records. In the event Lessor elects to do a compliance audit to confirm Lessee is maintaining the minimum insurance requirements, is operating its business as described in above Section 4, and is in conformance with all material provisions of this Lease, Lessor shall give Lessee written notice three business days in advance of entering the Premises to conduct a compliance audit.

14. **Termination.** This Lease may be terminated by Lessor, for cause, upon thirty (30) days written notice to Lessee. "Cause" shall be deemed to be any of the following, separately or in any combination:

(A) Failure to maintain insurance coverage on the Premises or provide Lessor proof thereof upon demand;

(B) Failure to maintain the Premises in accordance with the provisions of paragraph 8 or applicable laws, rules or regulations;

(C) Use of the Premises in violation of paragraph 3;
or

(D) Failure to comply with any material provision of this Lease.

15. **Severability.** If any term or provision of this Lease is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Lease shall not be affected thereby,

and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Lease a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. **Waiver.** Either Lessor or Lessee shall have the right to waive any requirement contained in this Lease which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

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

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

19. **Complete Agreement.** This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Lessor nor Lessee has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

20. **Binding Effect.** Except as limited herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their

respective heirs, devisees, personal and legal representatives, successors and assigns.

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

22. **Counterparts.** This Lease has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

23. **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

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

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

26. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee as those terms are understood herein.

27. **Non-Discrimination.** Lessee promises and warrants that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied access or benefits of, or be otherwise subjected to discrimination under any program, activity, or transaction on the Premises.

28. **Signature Authority.** Both Parties represent, warrant, and agree that they have the full right and authority to enter into this Lease, and that the person executing this Lease on behalf of the respective Party has the full right and authority to enter into this Lease and bind the Party to each and every obligation contained herein. Lessee understands and acknowledges that Lessor cannot be lawfully held responsible for any obligation contained herein and this Lease cannot be amended, without the authorization of the City Council of the City of Garland and executed by the Mayor of the City of Garland.

EXECUTED as of the ____ day of _____, 2021.

LESSOR:

LESSEE:

CITY OF GARLAND, TEXAS

GARLAND EMERGENCY CORP, INC.

By: _____

By: _____

Title: _____

Title: _____

Address :

City of Garland
200 N. Fifth Street
P. O. Box 469002
Garland, Texas 75046-9002
Attn: City Manager

Address :

Garland, Texas 75_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day
of _____, 2021, by _____,
Mayor of the City of Garland, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day
of _____, 2021.

Notary Public in and for the
State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day
of _____, 2021, by _____,
as _____ acting on behalf of
_____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day
of _____, 2021.

Notary Public in and for the
State of Texas

EXHIBIT "A"
TERMS AND CONDITIONS FOR LEASE

This Lease is administered by the Office of Neighborhood Vitality Department of the City of Garland, Texas ("ONV"), and is made and entered into between the **City of Garland, Texas** ("LESSOR") AND **Garland Emergency Corp** ("LESSEE" or "GEC").

1.0 Agreement Period; Location; LEASE Fee; Deposit:

- 1.1 TERM: The term of this Lease shall commence on the ____ day of _____, 2021 and end on **December 31, 2056** ("Term"). However, notwithstanding any other provision contained herein, or within the Lease, this Lease shall terminate upon 120 days written notice from LESSOR for any reason or no reason at all and LESSEE shall at its own expense remove the building from the Premises and will restore the site to its original condition.
- 1.2 PREMISES: The Premises is located at the following address 401 Rescue Drive, Garland, Dallas County, Texas, and is more particularly described as follows: A building located within the City of Garland Water Department complex, commonly addressed as 2434 Forest Lane ("Premises").
- 1.3 RENT: In consideration for LESSEE'S use of the Premises, LESSEE shall pay LESSOR rent in the amount of \$000.00 . Consideration shall be given in the form of in-kind emergency services provided by LESSEE to the CITY.
- 1.4 DEPOSIT: LESSEE shall pay LESSOR a non-refundable security deposit of \$ N/A within 10 business days of executing this LEASE.
- 1.5 UTILITIES: The LESSEE is responsible for all utilities ____ yes X no.

1.5.1 Party responsible for utilities:

	Lessor ("City")	Lessee
Solid Waste	yes	
Electric	yes	
Water/Sewer	yes	

- 1.5.2 Unless otherwise provided for below, LESSEE shall use City of Garland as its exclusive utility provider for services provided to the Premises.

1.5.3 Miscellaneous Utility Provisions: _____

2.0 Allowed Use:

- 2.1 LESSEE is granted permission to conduct the following activities on the Premises during the Term of this Agreement ("Use"):
- Any activities related to emergency management assistance, as requested by the City .
- 2.2 NON-EXCLUSIVE: This LEASE is non-exclusive as between the LESSEE and LESSOR and LESSOR retains primacy and the absolute right to use the Premises at any time.
- 2.3 MISCELLANEOUS OR SPECIFIC ALLOWED USE PROVISIONS:

2.3.1 LESSEE may use City owned waste containers for reasonable amount of trash and debris generated by LESSEE, in its normal operations, and in connection with the allowed Use.

2.3.2 PARKING: LESSEE may use the parking spaces designated by LESSOR and located upon City property adjacent to the Premises for any vehicle directly connected with the Allowed Use.

3.0 Premises Maintenance:

- 3.1 LESSEE shall have responsibility to maintain Premises during the Term of this Lease. LESSEE is expected to maintain and keep in good condition the interiors and exteriors of Premises, including any grounds or real property immediately adjacent to the Premises and used by LESSEE.
- 3.2 LESSEE is responsible to keep all Premises operated by LESSEE in good condition. Any damage to the Premises or City equipment during the Term must be repaired in a timely manner. LESSEE is responsible for year-round maintenance of the Premises. Failure to maintain or repair damages to Premises shall be grounds for prohibition of any activity by LESSEE on the Premises until the repair is made to LESSOR's satisfaction. If LESSEE does not make repairs in time frame set by LESSOR, repairs will be made by LESSOR and the LESSEE shall be charged all expenses for the repairs.
- 3.3 STORAGE: LESSEE will store maintenance equipment and supplies in LESSOR approved storage areas. Personal property, materials, or equipment must be stored in a clean and organized manner. Only items related to the allowed Use may be stored on the Premises. LESSOR reserves the right to remove and dispose of improperly stored maintenance equipment or materials. Only locks and keys issued by LESSOR may be used to secure storage Premises. LESSOR, in its sole discretion, may require LESSEE to construct and maintain screening around any outdoor storage areas.
- 3.4 Access to LESSEE owned Premises on the Premises shall be granted to City of Garland employees, agents, and officers in the exercise of government functions. LESSEE shall provide a key to all LESSEE owned Premises located on the Premises to LESSOR.
- 3.5 All LESSEE Premises repairs requested by LESSOR shall be completed by the requested date. Failure to complete repairs may result in delay to LESSEE's use of the Premises until repairs or corrections are completed.
- 3.6 LESSEE shall remove all equipment and personal property that is portable and not of permanent nature from the site within thirty days of the agreement termination date. If equipment is not removed from site after thirty days, LESSOR has authority to take possession and/or dispose of this equipment.

4.0 Premises Improvements by LESSOR:

- 4.1 LESSEE shall submit a written request, with design drawings, to LESSOR for LESSEE to perform Premises improvements to the Premises. Upon confirmation that LESSEE's request meets all applicable City codes and regulations and upon a determination, in its sole discretion, as to whether the proposed improvements are beneficial to the City, LESSOR may issue written authorization for work to proceed. LESSEE may not begin work on any Premises improvements without prior written consent of LESSOR to proceed.
- 4.2 Any unauthorized structures, building installations or additions on City owned property shall be removed by LESSEE at LESSEE'S sole cost and expense.
- 4.3 LESSOR must approve irrigation systems installed and maintained by LESSEE. Any grass or other landscaped areas identified by LESSOR as the LESSEE's responsibility shall be maintained year round.

5.0 Articles of Formation: LESSEE shall provide LESSOR a copy of its Articles of Formation filed with the Secretary of State, contemporaneously with the execution of this LEASE.

6.0 Criminal Background Checks. LESSEE, if providing youth activities, shall conduct criminal background checks on any person holding a position within the organization. This shall include, but is not limited to, elected/appointed board members/officers, coaches, assistant coaches, referees/officials, scorekeepers, concession volunteers, promotional volunteers, equipment managers, and Premises managers. It shall be the sole responsibility of the LESSEE to conduct all criminal background checks.

7.0 Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or partnership nor of venture, it is being expressly understood and agreed that no provision contained herein nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship between the City of Garland as a governmental entity, and its citizens, in a regulatory matter governing the use of Premises and the conduct of activities related thereto. The LESSEE shall not represent to any person, by any means, that it acts for or on behalf of the City, unless expressly so authorized in writing by the City.

8.0 Independent Contractor:

8.1 While engaged in carrying out and complying with the terms and conditions of this Lease, the LESSEE is, and shall be, an Independent Contractor and shall not, with respect to its acts or omissions, be deemed an officer, employee or agent of the City. The LESSEE shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City.

8.2 LESSEE is and shall be an Independent Contractor, with full, complete and exclusive power and authority to direct, supervise, and control its own employees and agents and to determine the method of the performance of the activities covered hereby. The fact that the City's representative shall have the right to observe LESSEE'S work during his performance and to carry out the other prerogatives which are expressly reserved to and vested in the City's representative hereunder, is not intended to and shall not at any time change or affect the status of the LESSEE as an Independent Contractor with respect to either the City's representative or to the LESSEE'S own employees or agents or to any other person, firm or corporation.

9.0 Miscellaneous/Additional Provisions: Parties acknowledge that they have entered into a Radio Antenna Agreement of 1980. LESSEE agrees to maintain the antenna and any related attachments in proper working order or remove the radio facilities upon written notice of the City.

** For any additional Miscellaneous Provisions, see attached Exhibit A-1, which is incorporated herein by reference.*

16.0 Authorized Signatures:

LESSOR:

LESSEE:

City of Garland, Texas

Garland Emergency Corp, Inc.

By: _____

By: _____

Title : _____

Title: _____

Date: _____

Date: _____

Exhibit B
Property Description

See Exhibit A "Terms and Conditions" for further description.

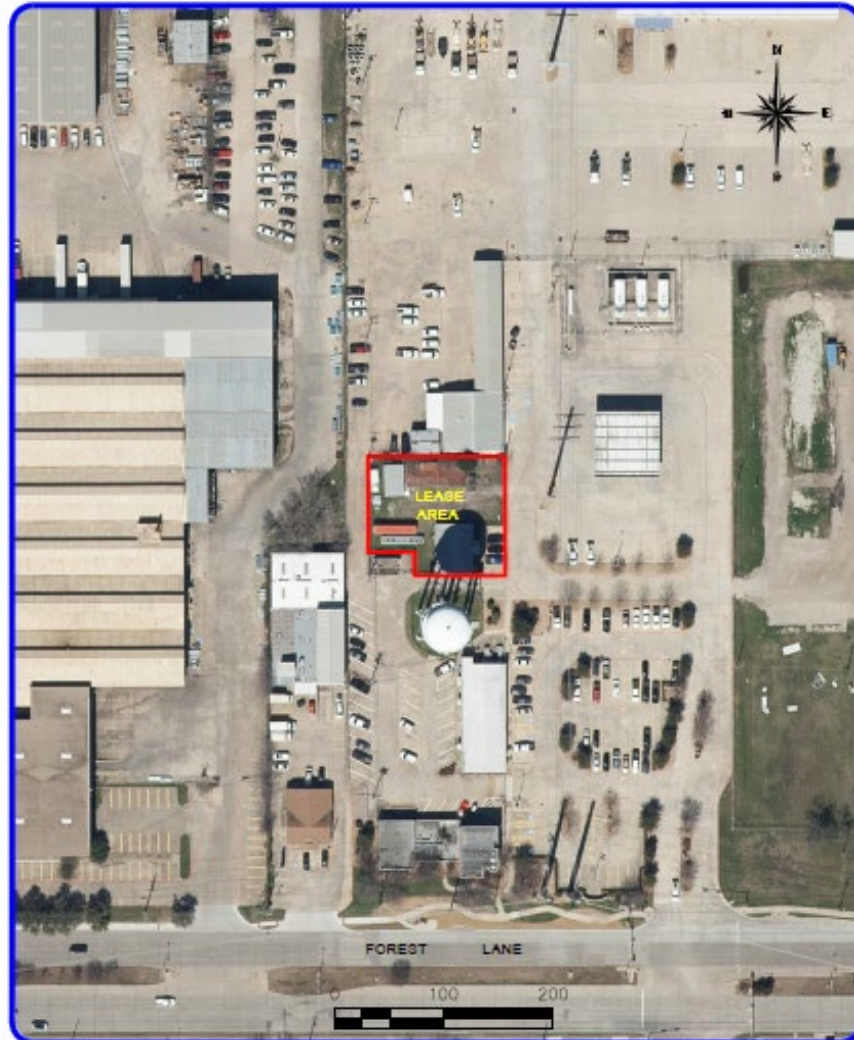


Exhibit C

Not applicable.

Exhibit D

Not applicable.

Exhibit E

Not applicable.



GARLAND

TEXAS MADE HERE

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered between the City of Garland, Texas, a Texas home-rule municipality ("Lessor"), and Head Start of Greater Dallas, Inc. a Texas Corporation (Lessee) as identified in the Terms and Conditions ("Terms") for the times and dates indicated therein, which is attached hereto as **Exhibit "A"** and incorporated herein by reference. In the event of an express conflict between this Lease and the Terms, the provisions of this lease shall control.

W I T N E S S E T H

1. **Agreement to Lease.** Subject to the terms and conditions of this Lease, Lessor hereby grants, demises and lets to Lessee, and Lessee hereby hires and takes as tenant of Lessor, the premises 3709 West Walnut located in Garland, Dallas County, Texas, and being more particularly described in **Exhibit "B"** ("Premises"). Any concessions, and use of City owned concession facilities located on or within the Premises, shall be under the terms and conditions of the Concessions Agreement, which is attached hereto as **Exhibit "C,"** and incorporated herein by reference.

2. **Term.** The term of this Lease shall commence ("Effective Date") and shall end ("Termination Date") as described in the Terms, unless sooner terminated as provided herein.

3. **Use.** The Premises leased are to be used and occupied by Lessee as a non-profit for the times and purposes indicated in the Terms. Lessor shall make the Premises available to the Lessee at the times specified in the Terms for any set-up required prior to the event. Lessee shall not use or permit the use of the Premises, or any part thereof, for any purpose other than as stipulated without the written consent of Lessor.

4. **Rent; Deposit.** Lessee shall pay Lessor an amount under the terms and conditions indicated within the Terms.

User shall pay Licensor the deposit amount indicated within the Terms.

5. **As Is Condition.** After execution of this Agreement, but prior to the Effective Date, Lessee shall have the right to enter onto the Premises and to have full access to the Premises for the purpose of conducting such inspections, investigations, studies and tests as Lessee may deem fit. In the event that Lessee determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Premises is not satisfactory for Lessee's purposes or is not suitable for Lessee's intended use, then Lessee shall deliver written notice of such determination to Lessor on or before the Effective Date. Lessee, by entry of the Premises under this Lease, accepts the Premises "**AS IS - WHERE IS, WITH ALL FAULTS**" in the present state of repair. Lessee has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor's behalf, that the Premises are fit and satisfactory in all respects for Lessee's purposes.

LESSEE ACKNOWLEDGES THAT LESSOR EXPRESSLY DISCLAIMS AND LESSEE EXPRESSLY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, USEABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, AND LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE ANY OTHER REPRESENTATIONS TO LESSEE AS TO WHETHER OR NOT THE PREMISES ARE FIT AND SATISFACTORY FOR THE USE INTENDED BY LESSEE. LESSOR DISCLAIMS RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION RELATING TO THE PREMISES, WHETHER PROVIDED BY LESSOR OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATIONS OF ANY NATURE REGARDING THE PREMISES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT, OR FUTURE, CONCERNING: (I) THE NATURE AND CONDITION OF THE PREMISES, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL SUBSTANCES, HAZARDS OR CONDITIONS OR PRESENCE OF ANY ENDANGERED OR PROTECTED SPECIES THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS;

(II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; (III) THE COMPLIANCE OF THE LAND OR ITS OPERATION WITH ANY LAW, ORDINANCE OR REGULATION OF ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AUTHORITY; AND (IV) WHETHER OR NOT THE PROPERTY CAN BE DEVELOPED OR UTILIZED FOR ANY PURPOSE. FOR PURPOSES HEREOF, "ENVIRONMENTAL SUBSTANCES" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCE" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9601 ET.SEQ., AS AMENDED, (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261, ET. SEQ., AS AMENDED, (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATION OILS, (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C.A. SECTION 651 ET. SEQ., AS AMENDED, (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C.A. SECTION 6901 ET. SEQ., AS AMENDED, (F) ASBESTOS, (G) POLYCHLORINATED BIPHENYLS, (H) UNDERGROUND STORAGE TANKS AND WELLS, WHETHER EMPTY, ABANDONED, CAPPED, UNCAPPED, FILLED, OR PARTIALLY FILLED WITH ANY SUBSTANCE, (I) ANY SUBSTANCE, THE PRESENCE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS, AND (J) ANY OTHER SUBSTANCE WHICH BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS REQUIRES SPECIAL HANDLING OR NOTIFICATION OF GOVERNMENTAL AUTHORITIES IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

TO THE FULLEST EXTENT OF THE LAW, LESSEE WAIVES AND DISCLAIMS ANY CAUSE OF ACTION THAT LESSEE MAY NOW OR HEREAFTER HAVE OR OBTAIN AGAINST LESSOR, ITS AGENTS, EMPLOYEES OR SERVANTS ARISING FROM THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD LESSOR AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND DAMAGES

(WHETHER COMMON LAW OR STATUTORY, AND WHETHER CHARACTERIZED AS ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR BASED ON STRICT LIABILITY AND EXPRESSLY INCLUDING THOSE CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN), OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE USE, OCCUPATION OR CONDITION OF THE PREMISES OR THE EXISTENCE OF THIS LEASE.

6. **Fixtures, Improvements, and Liability for Loss or Damage to Property.** Lessee acknowledges that as part of the consideration for entering into this Lease, Lessee may have the obligation to make certain capital improvements to the Premises, which are more fully described in **Exhibit "D,"** attached hereto and incorporated herein by reference for all purposes. Title to any fixtures and improvements constructed by Lessee and attached to the Premises shall transfer to the City of Garland upon termination of this Lease, unless otherwise agreed upon in writing by both Parties. Prior to constructing any improvements or attachments on the Premises, Lessee must first obtain written authorization from the City. As of the Execution Date, Lessee is authorized to construct and attach to the Premises the improvements detailed in **Exhibit "E,"** attached hereto and incorporated herein by reference for all purposes. During the term of this Lease, Lessee shall have a duty to maintain all fixtures and improvements in accordance with the provisions of below Sections 7 and 8. Personal property and chattel placed in or on the Premises shall be at the sole risk of Lessee or the owner of such property.

7. **No Waste or Contamination.** Lessee shall commit no waste of the Premises, including but not limited to any fixtures or improvements, and shall be responsible for any damages to the Premises, including but not limited to fixtures and improvements, caused by the activities of Lessee. Lessee shall, on the Termination Date or any earlier termination of this Lease, surrender the Premises clean, free of debris, and in substantially the same condition as received, except for normal wear and tear. Lessee may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Lessee shall be done in strict accordance with all applicable federal, state and local laws. Lessee shall, upon request, provide

Lessor with copies of all chemical constituents and MSDS sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

8. **Maintenance.** Subject to the provisions of paragraph 7, Lessee must maintain, including performing any necessary repairs to conduct the approved use on the Premises, in accordance with the Terms. Lessee shall maintain the Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal.

9. **Loss or Destruction of Property Leased.** If the Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the Lessee or the Lessee's employees, guests or invitees, either Lessor or Lessee may terminate the Lease at any time by giving written notice to the other.

10. **Lessee to Provide Insurance.** Lessee agrees to carry, during the term of this Lease, comprehensive general liability insurance insuring against bodily injury - including death - and property damage with a company or companies qualified to do business and to write insurance in the State of Texas. The policy or policies shall name Lessor as an additional insured and shall provide coverage of at least \$500,000.00 for bodily injury or death, per occurrence, and \$100,000.00 for property damage, per occurrence. The cost of premiums for all such policies shall be paid by Lessee and the policy or policies shall bear an endorsement providing at least ten (10) days written notice to Lessor of cancellation or material alteration. Lessee shall provide the Lessor with a copy of the insurance policy listing the Lessor as an additional insured and reflecting the required minimum coverage amounts herein at the time of executing this Lease. Also, Lessee shall provide the Lessor with a copy of the insurance policy on an annual basis throughout the term of the lease beginning on the 1st anniversary of the Effective Date and continuing on the same date throughout the term of this Lease.

11. **Assignment or Sublease.** Lessee shall not assign this Lease or sublet the Premises, or any part thereof, without

the prior written consent of the Lessor, which may be denied for any reason or no reason at all.

12. **Utilities.** Unless otherwise provided for in the Terms, Lessee shall pay, during Lessee's occupancy of the Premises, for all utilities and services, if any, supplied to the Premises, and Lessee shall not cause or suffer the imposition of any lien against the Premises arising from the provision of any utility or related services. Lessee shall be and remain a customer of the City for solid waste, water, and waste-water services throughout the Term of this Lease.

13. **Right to Audit; Inspections.** Lessee grants Lessor the right to enter into and upon the Premises to conduct routine inspections of the Premises and to the extent necessary to determine Lessee is in compliance with the material terms of this Lease, to conduct compliance audits of Lessee's business records. In the event Lessor elects to do a compliance audit to confirm Lessee is maintaining the minimum insurance requirements, is operating its business as described in above Section 4, and is in conformance with all material provisions of this Lease, Lessor shall give Lessee written notice three business days in advance of entering the Premises to conduct a compliance audit.

14. **Termination.** This Lease may be terminated by Lessor, for cause, upon thirty (30) days written notice to Lessee. "Cause" shall be deemed to be any of the following, separately or in any combination:

(A) Failure to maintain insurance coverage on the Premises or provide Lessor proof thereof upon demand;

(B) Failure to maintain the Premises in accordance with the provisions of paragraph 8 or applicable laws, rules or regulations;

(C) Use of the Premises in violation of paragraph 3;
or

(D) Failure to comply with any material provision of this Lease.

15. **Severability.** If any term or provision of this Lease is held to be illegal, invalid or unenforceable, the

legality, validity or enforceability of the remaining terms or provisions of this Lease shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Lease a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. **Waiver.** Either Lessor or Lessee shall have the right to waive any requirement contained in this Lease which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

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

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

19. **Complete Agreement.** This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Lessor nor Lessee has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

20. **Binding Effect.** Except as limited herein, the terms and provisions of this Lease shall be binding upon and

inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

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

22. **Counterparts.** This Lease has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

23. **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

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

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

26. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee as those terms are understood herein.

27. **Non-Discrimination.** Lessee promises and warrants that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied access or benefits of, or be otherwise subjected to discrimination under any program, activity, or transaction on the Premises.

28. **Signature Authority.** Both Parties represent, warrant, and agree that they have the full right and authority to enter into this Lease, and that the person executing this Lease on behalf of the respective Party has the full right and authority to enter into this Lease and bind the Party to each and every obligation contained herein. Lessee understands and acknowledges that Lessor cannot be lawfully held responsible for any obligation contained herein and this Lease cannot be amended, without the authorization of the City Council of the City of Garland and executed by the Mayor of the City of Garland.

EXECUTED as of the ____ day of _____, 2021.

LESSOR:

LESSEE:

CITY OF GARLAND, TEXAS

**HEAD START OF GREATER
DALLAS, INC.**

By: _____

By: _____

Title: _____

Title: _____

Address:

Address:

City of Garland
200 N. Fifth Street
P. O. Box 469002
Garland, Texas 75046-9002
Attn: City Manager

Head Start of Greater
Dallas, Inc.
3954 Gannon Lane
Dallas, TX 75237

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day
of _____, 2021, by _____,
Mayor of the City of Garland, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day
of _____, 2021.

Notary Public in and for the
State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day
of _____, 2021, by _____,
as _____ acting on behalf of
_____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day
of _____, 2021.

Notary Public in and for the
State of Texas



GARLAND
TEXAS MADE HERE

EXHIBIT "A"
TERMS AND CONDITIONS FOR LEASE

This Lease is administered by the Housing and Community Services Department of the City of Garland, Texas ("CITY"), and is made and entered into between the **City of Garland, Texas** ("LESSOR") AND **Head Start of Greater Dallas, Inc.** ("LESSEE" or "HSGD").

LESSEE is prohibited from and hereby agrees not to lease, sublease, or assign this LEASE, or any part thereof, except on prior written consent of CITY or as authorized in this agreement. In the event written consent is granted, LESSEE shall submit the written contract from assignee or sub-LESSEE stating all provisions regarding utilization of Premises and fees to be paid to the organization. The contract must be submitted for the approval of CITY prior to entering into an agreement with subLESSEE or assignee.

1.0 Agreement Period; Location; LEASE Fee; Deposit:

- 1.1 TERM: The term of this Lease shall commence on ____, **2021** and end on ____, **2026** ("Term"). However, notwithstanding any other provision contained herein, or within the Lease, this Lease shall terminate upon 120 days written notice and LESSEE shall at its own expense remove the building from the Premises and will restore the site to its original condition.
- 1.2 PREMISES: The Premises is located at the following address 3709 West Walnut, Garland, Dallas County, Texas, and is more particularly described as follows: Head Start Building ("Premises").
- 1.3 RENT: In consideration for LESSEE'S use of the Premises, LESSEE shall pay LESSOR rent in the amount of \$3 per square foot/month, plus the additional sum of \$2 per square foot/month as LESSEE's share of maintenance for the premises, due on the 15th day of each month during the Term and beginning on the 15th day of May, 2021. The square footage on the building rent and maintenance is calculated at 7,946 square feet, for a total yearly rent and maintenance of \$39,730.00, payable monthly in payments of \$3,310.00. This amount shall be increased by a prorated portion of any increase in funding received by LESSEE from the U.S. Department of Labor or other federal agency to offset inflationary costs to the operations and administration of Lease.
- 1.4 DEPOSIT: LESSEE shall pay LESSOR a non-refundable security deposit of \$1 within 10 business days of executing this LEASE.
- 1.5 UTILITIES: The LESSEE is responsible for all utilities ☒ yes ____ no.

1.5.1 Party responsible for utilities:

	Lessor ("City")	Lessee ("HSGD")
Solid Waste		X
Electric		X
Water/Sewer		X

- 1.5.2 Unless otherwise provided for below, LESSEE shall use City of Garland as its exclusive utility provider for services provided to the Premises.

1.5.3 Miscellaneous Utility Provisions: _____

2.0 Allowed Use:

- 2.1 LESSEE is granted permission to conduct the following activities on the Premises during the Term of this Agreement ("Use"):
- Provide early childhood development and parent education, and associated community-building activities.
- 2.2 NON-EXCLUSIVE: This LEASE is non-exclusive as between the LESSEE and LESSOR and LESSOR retains primacy and the absolute right to use the Premises at any time.
- 2.3 MISCELLANEOUS OR SPECIFIC ALLOWED USE PROVISIONS:
- 2.3.1 LESSEE may use City owned waste containers, if provided, for reasonable amount of trash and debris generated by LESSEE, in its normal operations, and in connection with the allowed Use.
- 2.3.2 PARKING: LESSEE may use the parking spaces designated by LESSOR and located upon City property adjacent to the Premises for any vehicle directly connected with the Allowed Use.

3.0 Premises Maintenance:

- 3.1 LESSEE shall have responsibility to maintain Premises during the Term of this Lease. LESSEE is expected to maintain and keep in good condition the interiors and exteriors of Premises, including any grounds or real property immediately adjacent to the Premises and used by LESSEE.
- 3.2 LESSEE is responsible to keep all Premises operated by LESSEE in good condition. Any damage to the Premises or City equipment during the Term must be repaired in a timely manner. LESSEE is responsible for year-round maintenance of the Premises. Failure to maintain or repair damages to Premises shall be grounds for prohibition of any activity by LESSEE on the Premises until the repair is made to LESSOR's satisfaction. If LESSEE does not make repairs in time frame set by LESSOR, repairs will be made by LESSOR and the LESSEE shall be charged all expenses for the repairs.
- 3.3 STORAGE: LESSEE will store maintenance equipment and supplies in LESSOR approved storage areas. Personal property, materials, or equipment must be stored in a clean and organized manner. Only items related to the allowed Use may be stored on the Premises. LESSOR reserves the right to remove and dispose of improperly stored maintenance equipment or materials. Only locks and keys issued by LESSOR may be used to secure storage Premises.
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- 3.5 All LESSEE Premises repairs requested by LESSOR shall be completed by the requested date. Failure to complete repairs may result in delay to LESSEE's use of the Premises until repairs or corrections are completed.
- 3.6 LESSEE shall remove all equipment and personal property that is portable and not of permanent nature from the site within thirty days of the agreement termination date. If

equipment is not removed from site after thirty days, LESSOR has authority to take possession and/or dispose of this equipment.

4.0 Premises Improvements by LESSOR:

- 4.1 LESSEE shall submit a written request, with design drawings, to LESSOR for LESSEE to perform Premises improvements to the Premises. Upon confirmation that LESSEE's request meets all applicable City codes and regulations and upon a determination, in its sole discretion, as to whether the proposed improvements are beneficial to the City, LESSOR may issue written authorization for work to proceed. LESSEE may not begin work on any Premises improvements without prior written consent of LESSOR to proceed.
- 4.2 Any unauthorized structures, building installations or additions on City owned property shall be removed by LESSEE at LESSEE'S sole cost and expense.
- 4.3 LESSOR must approve irrigation systems installed and maintained by LESSEE. Any grass or other landscaped areas identified by LESSOR as the LESSEE's responsibility shall be maintained year round.

5.0 Articles of Formation: LESSEE shall provide LESSOR a copy of its Articles of Formation filed with the Secretary of State, contemporaneously with the execution of this LEASE.

6.0 Criminal Background Checks. LESSEE, if providing youth activities, shall conduct criminal background checks on any person holding a position within the organization. This shall include, but is not limited to, elected/appointed board members/officers, coaches, assistant coaches, referees/officials, scorekeepers, concession volunteers, promotional volunteers, equipment managers, and Premises managers. It shall be the sole responsibility of the LESSEE to conduct all criminal background checks.

7.0 Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or partnership nor of venture, it is being expressly understood and agreed that no provision contained herein nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship between the City of Garland as a governmental entity, and its citizens, in a regulatory matter governing the use of Premises and the conduct of activities related thereto. The LESSEE shall not represent to any person, by any means, that it acts for or on behalf of the City, unless expressly so authorized in writing by the City.

8.0 Independent Contractor:

- 8.1 While engaged in carrying out and complying with the terms and conditions of this Lease, the LESSEE is, and shall be, an Independent Contractor and shall not, with respect to its acts or omissions, be deemed an officer, employee or agent of the City. The LESSEE shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City.
- 8.2 LESSEE is and shall be an Independent Contractor, with full, complete and exclusive power and authority to direct, supervise, and control its own employees and agents and to determine the method of the performance of the activities covered hereby. The fact that the City's representative shall have the right to observe LESSEE'S work during his performance and to carry out the other prerogatives which are expressly reserved to and vested in the City's representative hereunder, is not intended to and shall not at any time change or affect the status of the LESSEE as an Independent Contractor with respect to either the City's representative or to the LESSEE'S own employees or agents or to any other person, firm or corporation.

9.0 Miscellaneous/Additional Provisions:_____

** For any additional Miscellaneous Provisions, see attached Exhibit A-1, which is incorporated herein by reference.*

16.0 Authorized Signatures:

LESSOR:

City of Garland, Texas

By: _____

Title : _____

Date: _____

LESSEE:

ChildCareGroup

By: _____

Title: _____

Date: _____

Exhibit B ("Premises")

3709 West Walnut, Garland Texas

BEING a part of William Barnes survey, Abstract No. 78, and being part of Lot 15, block 12 of Crest Park Estates No. 3, an Addition to the City of Garland, Texas, according to the file plat recorded in Volume 72113, page 0675, of the Map Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the present North line of Walnut Street, (a '100 foot R.O.W), said point being the Southeast corner of said lot 15 and the Southwest corner of Lot 4, Block 4, Block A of Crest Park NO. 1, Third Section, and Addition to the City of Garland, Texas according to the file plat recorded in Volume 69224, Page 1634 of the Map Records of Dallas County, Texas, said point also being Easterly 843.92 feet from the intersection of the said present North line of Walnut Street and the present intersection of the said present North line of Walnut Street and the present East line of Walnut Parkway, (a 80.02 foot R.O.W.), a Railroad spike found for corner;

THENCE South 83 degrees 38 minutes West, a distance of 112.43 feet along the present North line of Walnut Street to an "X" found in concrete for corner;

THENCE, North 06 degrees 22 minutes West, a distance of 200.00 feet to an iron stake found for corner;

THENCE, North 83 degrees 36 minutes East, a distance of 112.43 feet to a point in the East line of said lot 15 and the West line of said lot 4, an iron stake for corner,

THENCE, South 06 degrees 22 minutes East, with the common line of said

Exhibit C ("Concessions Agreement")

Not Applicable.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: March 1, 2021

Item Title: COVID-19 Response Update and Further Actions

Summary of Request/Problem

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

Recommendation/Action Requested and Justification

Council discussion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: March 1, 2021

Item Title: Discuss a Possible Credit to Water Bills

Submitted By: Bryan Bradford, City Manager

Summary of Request/Problem

At the request of Council Member Robert John Smith and Mayor Scott LeMay, Council will discuss a possible credit to water bills based on the winter storm event and the need to "drip" water faucets. This credit would be an addition to the adjustment made when there is a broken pipe.

Recommendation/Action Requested and Justification

Discussion only.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: March 1, 2021

Item Title: Audit Committee Meeting Report

Submitted By: Jed Johnson, Internal Auditor

Summary of Request/Problem

Council Member Rich Aubin, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- Liability Claims Audit
- Software Licensing Audit Follow-Up
- Kraft Employee Retention Audit
- City-wide Risk Assessment & FY/2021 Annual Audit Plan

Recommendation/Action Requested and Justification

Council discussion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. d.

Meeting Date: March 1, 2021

Item Title: Public Safety Committee Report

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

Council Member Robert Vera, Chairman of the Public Safety Committee, and Chief Jeff Bryan, Staff Liaison to the Committee, will provide a committee report on the following items assigned to the Committee:

- Consider an ordinance prohibiting vehicles from parking on City owned property except in designated parking spaces
- Discuss topics related to street racing on Garland streets

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. e.

Meeting Date: March 1, 2021

Item Title: Accessory Dwelling Units

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Per City Council request, the Development Services Committee discussed Accessory Dwelling Units (ADU's) during their October 19, 2020, November 16, 2020 and January 25, 2021 meetings.

Per the GDC, Accessory Dwelling-Guest Houses are permitted by right in the Downtown area and by Specific Use Provision (SUP) in the AG, SF-E, SF-10, and SF-7 zoning districts.

Accessory Dwelling-Rental Units are permitted by right in the Downtown area and by Specific Use Provision (SUP) in the AG and SF-E zoning districts.

Recommendation/Action Requested and Justification

The Development Services Committee will report its findings to the City Council.

Attachments

Staff Presentation (if needed)

Accessory Dwelling Units

Also known as:
Backyard Cottages
Granny Flats
Mother-in-law quarters
Back Houses
Garage Apartments



More communities allowing ADU's—addresses high housing costs, and extended family accommodations—such as “aging in place”.

- California law requires ADU's to be permitted by right and to lessen restrictions.
- More communities allowing them in West Coast areas and elsewhere in U.S.
- City of Plano allows Backyard Cottages by right.

Garland - Accessory Dwelling Units

- Dwelling, Accessory – Guest House
 - Allowed by SUP only in AG, SF-E, SF-10, and SF-7 zoning districts.
 - Allowed by right in Downtown zoning districts.
 - May not be rented.
- Dwelling, Accessory – Rental Unit
 - Allowed by SUP only in AG and SF-E zoning districts.
 - Allowed by right in Downtown zoning districts.

Garland - Definitions

- DWELLING, ACCESSORY: A subordinate dwelling unit that is either attached or detached from the primary on-site structure, is used as a residence, is incidental to the main structure/s (the building area does not exceed thirty percent of the floor area of the main structure), and is not involved in the conduct of a business. (For various types of Accessory Dwellings, see *Dwelling, Accessory - Guest House*; *Dwelling, Accessory - Rental Unit*; *Dwelling, Accessory - Guard/Manager/Caretaker*)
- DWELLING, ACCESSORY - GUEST HOUSE: An incidental, on-site, dwelling unit that is either attached or detached from the primary residential structure, is used for temporary occupancy by guests or relatives of the owners of the property, is not for rent, is incidental to the main structure (the building area does not exceed thirty percent of the floor area of the main structure), and is not involved in the conduct of a business.
- DWELLING, ACCESSORY - RENTAL UNIT: An incidental, on-site, dwelling unit that is either attached or detached from the primary residential structure, is used for temporary occupancy for compensation (for rent), is incidental to the main structure (the building area does not exceed thirty percent of the floor area of the main structure), and is not involved in the conduct of a business.

Garland – Accessory Buildings (including Accessory Dwellings)

Section 2.58 Accessory Building Regulations

- (A) Front and Side Yards Along Streets. Accessory Buildings (including Accessory Dwellings) must adhere to the same requirements governing front yards adjacent to a street(s) as are required for the main building.
- (B) Street Side Yard. An Accessory Building (including Accessory Dwellings) in a street side yard must provide the same side yard setback as required for the main building.
- (C) Habitation Prohibited. No Accessory Building may be used as a place of habitation or as an Accessory Dwelling except as provided for in [Section 2.51](#) of Chapter 2 of this GDC.
- (D) Main Building. Accessory Buildings (including Accessory Dwellings) and accessory uses are prohibited without a main building being located on the same lot, except a barn or agricultural building in the Agricultural (AG) district.
- (E) Not Sold or Sublet. Accessory Buildings (including Accessory Dwellings) may not be sold separately from sale of the entire property, including the main building(s), and may not be sublet.
- (F) Building Permit. Accessory Buildings (including Accessory Dwellings) that have a total floor area over twenty square feet in size require a Building Permit (see [Article 1, Division 4 of Chapter 4](#) of this GDC).
- (G) Total Floor Area. The total floor area of all Accessory Buildings on a lot may not exceed thirty percent of the floor area of the main building on the lot, except that this requirement does not limit the floor area of an Accessory Building to less than six hundred square feet.

Garland – Accessory Buildings (including Accessory Dwellings)

(H) **Accessory Building Exceeding 200 Square Feet.** An Accessory building that exceeds two hundred square feet in floor area must comply with the following provisions:

(1) The height of an Accessory Building having more than two hundred square feet in floor area may not exceed fifteen feet, with a maximum wall height of ten and one-half feet measured from the finished floor to the top plate.

(I) **Accessory Building Exceeding 500 Square Feet.** An Accessory Building that exceeds five hundred square feet in total floor area must comply with the following provisions:

(1) The height of an Accessory Building having more than five hundred square feet in floor area may not exceed twenty-five feet or the height of the main structure, whichever is less, with a maximum wall height of twelve and one-half feet measured from the finished floor to the top plate.

(J) **Non-Street/Interior Side & Rear Yard.** When an Accessory Building (including an Accessory Dwelling) is located in the rear yard, a minimum side and rear yard of three feet must be provided for the Accessory Building.

Plano – Sec. 15.1800 Backyard Cottages

- Backyard Cottages allowed by right in most residential residential districts, provided they adhere to the regulations and requirements. (No SUP required)
 - Accessory Dwelling Units were already allowed for larger “Estate” residential districts and have a set of regulations, while “Backyard Cottages” are now allowed by right in other single-family districts.
- Owner must occupy one of the dwelling units on property (affidavit required).

Plano – Sec. 15.1800 Backyard Cottages

- The backyard cottage must be located on the same lot as the main dwelling unit. A backyard cottage must not be sold separately from the main dwelling unit.
- A maximum of one backyard cottage per lot is allowed.
- Dimensional Requirements
 - A. Minimum Lot Size 6,000 square feet.
 - B. Backyard Cottage Height Must not exceed the height of the main residential building.
 - C. Minimum Backyard Cottage Lot Coverage 400 square feet.
 - D. Minimum Backyard Cottage Building Floor Area 400 square feet.
 - E. Maximum Backyard Cottage Building Floor Area 1,100 square feet or 50% of the gross habitable floor area of the main dwelling unit, whichever is more restrictive, and not to exceed the maximum coverage of the governing zoning district.
 - F. Minimum Separation from Main Dwelling Unit 10 feet.

Plano – Sec. 15.1800 Backyard Cottages

Architectural and Design Standards

- A. The backyard cottage must be located behind the main dwelling unit in accordance with Sec. 13.500.2P.
- B. Backyard cottages must be architecturally designed to be compatible with the main dwelling unit.
- C. Temporary buildings must not be used as a backyard cottage.
- D. Backyard cottages and any other conjoined structures must be attached to a permanent foundation set on the ground.

Plano – Sec. 15.1800 Backyard Cottages

Occupancy and Permitting Requirements

A. The property owner must occupy either the main dwelling unit or the backyard cottage as a permanent residence, and must at no time receive rent for the owner-occupied unit. Prior to issuance of a building permit, the property owner must provide a signed and notarized affidavit affirming occupancy of either the main dwelling unit or the backyard cottage.

B. The building-permit applicant must provide to the city a covenant suitable for recording with the county, providing notice to prospective owners of the subject lot that the existence of the backyard cottage is predicated upon the occupancy of either the accessory dwelling or the main dwelling unit by an owner of the property for as long as the City of Plano requires such occupancy to comply with the City's Code of Ordinances. The covenant must restrict the backyard cottage from being sold separately from the main dwelling unit. The covenant must require owners of the property to notify a prospective buyer of the limitations of this section. The covenant must also require all owners to remove the backyard cottage and restore the site to a single-family dwelling in the event that any condition of the covenant is violated. After city review and approval of the covenant, the applicant must record it. Proof of recording is required prior to issuance of a building permit.

Plano – Sec. 15.1800 Backyard Cottages

Site Access

- A. Driveway access and off-street parking in the front yard is allowed only where this design is consistent with the prevailing access and parking design for single-family residence detached dwelling units in the same subdivision block.
- B. Driveway curb cuts (excluding alleys) may not be wider than 24 feet in width.
- C. Where driveway access and off-street parking can be accommodated in the front yard, front yard driveway access must be shared with the main dwelling unit and may not be comprised of multiple detached driveways.

Parking

- A. Off-street parking must comply with the requirements of Article 16 (Parking and Loading).
- B. Required off-street parking for Backyard Cottages must not be achieved by tandem parking.

- Key differences:
 - Plano allows them by right in most residential districts, subject to meeting outlined regulations, including that the owner must live in one of the dwellings (main house or backyard cottage).
 - Garland only allows them by right in Downtown, and by SUP in certain residential districts outside of Downtown.
 - Plano allows them to be rented out provided the owner lives in one of the dwellings and rent is not collected for the owner-occupied unit.
 - Garland differentiates between Rental Units and Guest Houses.

It should be noted that Plano did community outreach when considering these amendments.

Challenges identified by the DS Committee

- Parking
- Square footage
- Zoning districts to allow them in
- School district impact
- Ownership

Questions?



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. f.

Meeting Date: March 1, 2021

Item Title: Specific Use Provision (SUP) Time Period Policy Guide

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

At the request of the Council, the Development Services Committee has discussed Specific Use Provision (SUP) time periods and the creation of a policy guide to applicants, staff and the Plan Commission for assigning such time periods, based on past City Council approvals. The Development Services Committee discussed this item during their November 16, 2020 and January 25, 2021 meetings.

Recommendation/Action Requested and Justification

Attached is a proposed SUP time period guide for the Council's review and consideration, as recommended by the Development Services Committee.

Attachments

SUP Time Period Policy Guide

Staff Presentation



GARLAND

SPECIFIC USE PROVISION (SUP) TIME PERIOD GUIDE

The purpose of this document is to provide applicants, staff, and Plan Commission guidance in regard to assigning a time period for Specific Use Provision (SUP) applications.

Between 2016 and 2020, the Garland City Council has approved the following uses and their subsequent average time periods via Specific Use Provision (SUP). Based on these averages, recommended time period ranges are included below.

<u>Specific Uses as Defined by the Garland Development Code</u>	<u>Average Approved Time Period (SUPs from 2016 to 2020)</u>	<u>City Council Recommended Time Period Range</u>
Restaurant, Drive-Through	25 years	20-25 years
Drive-Through Bank/ATM	30 years	25-30 years
Retail, Fuel Pumps	23.3 years	20-25 years
Car Wash	26.7 years	25-30 years
Food Processing & Storage	27.5 years	20-25 years
Recycling Salvage Yard	25 years	20-25 years
Truck/Bus Repair or Truck/Bus Storage	20 years	20-25 years
High Risk Use	22.5 years	To be evaluated on a case-by-case basis.
Contractor's Office w/ Outdoor Storage	10 years	10-15 years
Hotel, Limited Service	37.5 years	30-40 years
Self-Storage	36.7 years	30-40 years
Used Goods, Retail Sales (indoors)	20 years	20-30 years
Personal Services	30 years	20-30 years
Cellular Tower / Antennae Equipment	30 years	20-30 years
Kiosk	13 years	10-15 years
Charter School	5 years	5-30 years
Reception Facility	15 years	10-15 years
Guest House	5 years	5 years - unlimited
Tattoo Shop	5.3 years	5-10 years

Specific Use Provision (SUP) Time Periods

City Council Work Session

February 15, 2021

Per the GDC, conditions may include a limitation on the effective time period for an SUP. Occasionally unlimited time periods are requested and/or approved.

SUP Process for Time Periods

Applicant requests a time period as part of the SUP application.

Often times their requested time period aligns with a business plan or lender's requirement.

Staff Recommendation

Occasionally staff will have a specific recommendation on time periods, such as when there are concerns with the use in the short-term or long-term, redevelopment or catalyst area plans affecting the property, etc. Otherwise, if there is no concern with the proposed use on the subject property, usually staff will recommend approval as presented by the applicant (barring other possible site-specific recommendations).

Plan Commission Recommendation

City Council approval → Determines effective time period.

SUP's 2016-2020

- 57 SUP's approved by City Council. 7 were denied.
- About 79% of the time periods approved by Council were consistent with PC and staff's recommendations. (Several denials were consistent with recommendations too).
- Approved time periods ranged from 5 years to 50 years to unlimited time periods.
- Average SUP Time Period Approved from 2016-2020 was **23.05 years**. (*Does not include the two unlimited time periods approved.)
- Shorter time periods (on average) tended to be tattoo shops, reception facilities, kiosks, and in one case a guest house.

<u>Specific Uses as Defined by the Garland Development Code</u>	<u>Average Approved Time Period (SUPs from 2016 to 2020)</u>	<u>City Council Recommended Time Period Range</u>
Restaurant, Drive-Through	25 years	20-25 years
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High Risk Use	22.5 years	To be evaluated on a case-by-case basis.
Contractor's Office w/ Outdoor Storage	10 years	10-15 years
Hotel, Limited Service	37.5 years	30-40 years
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Kiosk	13 years	10-15 years
Charter School	5 years	5-30 years
Reception Facility	15 years	10-15 years
Guest House	5 years	5 years - unlimited
Tattoo Shop	5.3 years	5-10 years



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. g.

Meeting Date: March 1, 2021

Item Title: Office of Fair Housing Program Recommendations

Submitted By: Kristen Smith, HR Director

Summary of Request/Problem

This verbal briefing is provided to finalize the FY 20-21 Office of Fair Housing Program recommendations.

Recommendation/Action Requested and Justification

Pending City Council direction.



GARLAND PLANNING REPORT

City Council Work Session Agenda

4. h.

Meeting Date: March 1, 2021

Item Title: Consider amendments to Chapter 2, Section 2.61 of the Garland Development Code regarding Home Occupations.

Submitted By: Jud Rex, Assistant City Manager

REQUEST

Consider amendments to Chapter 2, Section 2.61 of the Garland Development Code regarding Home Occupations.

OWNER

Judson Rex, Assistant City Manager

PLAN COMMISSION RECOMMENDATION

During their November 12, 2018 meeting, the Plan Commission, with a seven (7) to zero (0) vote, recommended approval of amendments to Chapter 2, Section 2.61 of the Garland Development Code regarding Home Occupations.

STAFF RECOMMENDATION

Staff recommends the City Council consider the amendments that have been drafted.

BACKGROUND

Update:

This item was tabled at the December 4, 2018 City Council meeting after being discussed at the December 3, 2018 Work Session and the October 15, 2018 Development Services Committee meeting. The item was requested to be reconsidered at the February 1, 2021 City Council work session.

Attached is a copy of the most recent amendments proposed to Section 2.61 of the Garland Development Code (GDC), which relates to Home Occupations. These modifications are based on the feedback received by the Development Services Committee and the City Council during work session discussions.

Background information provided for the 12/4/2018 City Council meeting:

The proposed amendments add clarification regarding what constitutes a violation of the Home Occupations section of the GDC (Section 2.61) in relation to automobile repair and sales; as well as contracting, lawn care and construction services within a residential zoning district.

Subsequent GDC amendment language has been reviewed and recommended accordingly by the Development Services Committee of the City Council. As mentioned above, the Plan Commission reviewed and recommended approval of the amendments during their November 12, 2018 meeting.

CONSIDERATIONS

1. The proposed amendments would make it a violation to perform major automobile repair in a residential zoning district, or minor or major automobile repair in a residential zoning district if the vehicle is not registered to a person who owns the property (or named on the electric utility bill) on which the motor vehicle is located.

“Automobile Repair, Major” is defined in the GDC as: General repair or reconditioning of automobiles such as the following: engines, air-conditioning systems and transmissions for motor vehicles, collision repair services including body, frame or fender straightening or repair, customizing, painting, vehicle steam cleaning, undercoating and rustproofing, the uses listed under Automobile Repair (Minor), and other similar uses.

“Automobile Repair, Minor” is defined in the GDC as: Minor repair of automobiles such as the following: replacement of parts, tires (includes tire store), tubes and batteries, diagnostic services, minor maintenance services such as grease, oil (includes oil or lube facility), spark plug and filter changing, tune-ups, emergency road service, replacement of starters, alternators, hoses and brake parts, automobile washing and polishing, performing state inspections and making minor repairs necessary to pass state inspections, normal servicing of air-conditioning systems, the repair and replacement of automotive glass and upholstery, and other similar maintenance services, but not including any operation named under Automobile Repair (Major) or any other similar use.

2. The proposed amendments would also make it a violation to store, park, or stage construction equipment, materials, or a trailer or motor vehicle loaded with construction equipment or materials in a residential zoning district.
3. In addition, the proposed amendments would make it a violation to sell vehicles that are not registered to a person who owns the property (or named on the electric utility bill) on which the motor vehicle is located, parked, or stored.

Attachments

Home Occupation Amendments

Section 2.61 Home Occupations and Related Prohibited Activities in Residential Zoning Districts

- (A) Definition. A Home Occupation may be lawfully conducted only as a secondary, accessory use.
- (B) General Prohibition. A Home Occupation is prohibited, unless: (i) it is conducted entirely indoors, only by a person residing in the home; (ii) it offers no goods for sale or display on the premises; and (iii) it does not require the delivery or shipment of goods from the residence.
- (C) Criteria. It is an affirmative defense to prosecution under Section 2.61(B) above, that the Home Occupation meets each of the following criteria:
- (1) Only one person, other than occupants of the residence, is engaged in the Home Occupation at the residence regardless whether that person is a volunteer, an employee or is otherwise compensated;
 - (2) There is no outside storage of materials connected with the Home Occupation;
 - (3) There is not more than one vehicle used in connection with the Home Occupation located on the premises or on an adjacent street. A vehicle used in the operation of the home occupation may be no larger than a passenger van or pick-up truck;
 - (4) There is no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the Home Occupation, and no use of a sign, including any sign on a vehicle parked on the premises or on an adjacent street, directing potential customers to the residence for the performance of the Home Occupation;
 - (5) There is no substantial increase in traffic and no need for additional parking;
 - (6) The Home Occupation does not create noxious conditions to abutting or neighboring property such as noise, odor, light, or smoke; and
 - (7) The business is conducted completely indoors, except where the business activities conducted outdoors do not inconvenience or interfere with the peace, enjoyment, comfort, or tranquility of any neighboring property.
- (D) Prohibited Activities. Notwithstanding any other provision of this Section 2.61, the following are hereby expressly prohibited in a residential zoning district:
- (1) Vehicle sales. It shall be an offense for any person within view from a public right-of-way in a residential zoning district to cause, allow, suffer, or permit the sale or advertising for sale of a motor vehicle that is not registered to a person who owns the property (or named on the electric utility bill) on which the motor vehicle is located, parked, or stored. It is an affirmative defense to prosecution under this section that the vehicle being sold or advertised for sale is registered to a relative of the owner of the property (or person named on the electric utility bill) by blood, adoption, or marriage within two degrees of affinity or consanguinity, and that the registered owner of the vehicle resides at the property on which the vehicle is located, parked, or stored, according to the address listed on a current driver's license or state identification card.
 - (2) Vehicle repairs.

(a) It shall be an offense for any person, within view from a public right-of-way in a residential zoning district, to cause, conduct, allow, suffer, or permit Major Automobile Repair, as defined in Chapter 6 of the Garland Development Code.

(b) It shall be an offense for any person in a residential zoning district to cause, conduct, allow, suffer, or permit Major or Minor Automobile Repair, as defined in Chapter 6 of the Garland Development Code, to a motor vehicle if the vehicle being repaired is not registered to a person who owns the property (or named on the electric utility bill) on which the motor vehicle is located. It is an affirmative defense to prosecution under this section that the vehicle being repaired is registered to a relative of the owner of the property (or person named on the electric utility bill) by blood, adoption, or marriage within two degrees of affinity or consanguinity.

(3) Wrecker service;

(4) Limousine or taxi service;

(5) Animal breeding; and

(6) Contracting, lawn care, or construction services.

(a) . It shall be an offense for any person, within view from a public right-of-way in a residential zoning district, to cause, conduct, allow, suffer, or permit the storage, parking, or staging of construction or lawn care equipment, construction materials, or a trailer or motor vehicle loaded with construction or lawn care equipment or construction materials, where the equipment and materials are primarily used for a commercial enterprise..

(b) It is an affirmative defense to prosecution under 2.61(D)(6)(a) that the construction equipment, construction materials, or vehicle or trailer loaded with the construction equipment or materials is lawfully parked or stored on property in which there is ongoing, lawfully permitted, construction or remodeling activities for which the equipment or materials are necessary to complete the project.