



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

Monday, May 15, 2023

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: 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. TxDOT Click It or Ticket Grant May 2023

Written staff presentation and recommendation regarding the TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant, for education, awareness, and increased safety belt compliance during the period of May 19 to June 7, 2023. This item is scheduled for formal consideration at the May 16, 2023 Regular Meeting.

b. T-Mobile Cellular Site Lease Extension

Written staff presentation regarding T-Mobile South LLC cellular equipment mounted on the Lawler Road Water Tower located at 625 Lawler Road since July 14, 2000. The original lease has been amended six times over the last 23 years. The current lease agreement will expire on October 31, 2026. T-Mobile LLC desires to enter into a Seventh Amended Agreement which will commence on November 1, 2026, and will extend the lease until October 31, 2031.

c. Parking Restrictions on Colonel Drive

Written staff presentation and recommendation regarding Parking on Colonel Drive creating sight visibility and obstruction issues. Restrictions have been requested by the neighborhood to remedy these issues.

d. City Council Committees - Pending Items List

The Pending Items List for the Council Committees is being provided for Council's review.

e. Pedestrian Routes to Jupiter/Forest DART Station

Written staff presentation and recommendation regarding entering into an Advance Funding Agreement (AFA) with Texas Department of Transportation (TXDOT) for the design and construction of the Pedestrian Routes to Forest/Jupiter DART Station in Garland, Texas

f. Drainage Participation Ordinance

Written staff presentation and recommendation regarding amendments to Chapter 31: Article VI Drainage Improvement Districts and Drainage Participation Projects, to include revisions to Section 31.98 "Maintenance of Completed Improvements" of the Code of Ordinances.

4. Verbal Briefings:

a. Introduction of a new member of Team Garland: Michael Brinkmann, Managing Director of Water Utilities.

b. Community Services Committee Report

Community Services Committee Chair Mayor Pro Tem Morris will report on revisions to Garland's current Ordinance regulating ice cream truck operations and sales.

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:

- a.** The City Council will adjourn into executive session pursuant to Sections 551.071, 551.072, and 551.087 of the Texas Government Code to deliberate or discuss:
1. Economic development matters related to commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate, stay, or expand in or near the territory of the City in the vicinity of President George Bush Turnpike (PGBT) and Holford Road with which the City is conducting economic development negotiations (551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
 2. Economic development matters related to commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate, stay, or expand in or near the territory of the City in the vicinity of Forest Lane and South Shiloh Road with which the City is conducting economic development negotiations (551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
 3. Economic development matters related to commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate, stay, or expand in or near the territory of the City in the vicinity of South Garland Avenue and West Ave B and with which the City is conducting economic development negotiations (551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
 4. Economic development matters related to commercial or financial information that the City has received from one or more business

prospects that the City seeks to have locate, stay, or expand in or near the territory of the City in the vicinity of State Highway 66 and East Centerville Road and with which the City is conducting economic development negotiations (551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).

5. The purchase, exchange, lease or value of real property located within the City in the vicinity of West Ave D and South 1st Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
6. The purchase, exchange, lease or value of real property located within the City in the vicinity of South Garland Avenue and Leon Road (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
7. The purchase, exchange, lease or value of real property located within the City in the vicinity of West State Street and North 1st Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
8. The purchase, exchange, lease or value of real property located within the City in the vicinity of East Ave B and Hopkins Street (551.072); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
9. The purchase, exchange, lease, or value of real property located within the City in the vicinity of downtown Garland (551.072) and attorney/client matters related to the same (551.071).

7. Adjourn



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. a.

Meeting Date: May 15, 2023

Item Title: TxDOT Click It or Ticket Grant May 2023

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (STEP) CIOT (Click It or Ticket) Grant for May 2023.

The grant for the time period is in the amount of \$6,257.26. If accepted, TxDOT will reimburse the City of Garland \$4,992.00. The grant requires the City to provide \$1,265.26 in matching funds. This will be accomplished in part through fringe benefits expenditures and direct costs. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Recommendation/Action Requested and Justification

1. Accept TxDOT STEP Click It or Ticket grant funding.
2. Do Not Accept TxDOT STEP Click It or Ticket grant funding.

Staff recommends Council accept TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant, for education, awareness, and increased safety belt compliance during the period of May 19 to June 7, 2023. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 16, 2023, Regular Meeting.

Attachments

TxDOT CIOT Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM CLICK IT OR TICKET GRANT IN THE AMOUNT OF \$6,257.26; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Click It or Ticket Grant in the amount of \$6,257.26, for the purpose of vehicle occupant restraint enforcement during the period from May 19, 2023 through June 7, 2023.

Section 2

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

PASSED AND APPROVED this the _____ day of _____, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: May 15, 2023
Item Title: T-Mobile Cellular Site Lease Extension
Submitted By: Robert Ashcraft, Water Utilities Director
Strategic Focus Areas:

ISSUE

T-Mobile South LLC is requesting a renewal of their lease agreement for equipment mounted on the Lawler Road Water Tower.

OPTIONS

- A. Approve amendment and lease agreement extending lease an additional five (5) years.
- B. Allow lease agreement to expire on October 31, 2026.

RECOMMENDATION

Staff recommends approving amendment and lease agreement extension.

BACKGROUND

T-Mobile South LLC has owned and maintained cellular equipment mounted on the Lawler Road Water Tower located at 625 Lawler Road since July 14, 2000. The original lease has been amended six times over the last 23 years. The current lease agreement will expire on October 31, 2026. T-Mobile LLC desires to enter into a Seventh Amended Agreement which will commence on November 1, 2026, and will extend the lease until October 31, 2031.

CONSIDERATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 6, 2023 Regular Meeting.

Attachments

Contract for Lawler Water Tower-T Mobile

SEVENTH AMENDMENT TO LEASE AGREEMENT (LAWLER STREET WATER TOWER)

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT ("Seventh Amendment") is made this _____ day of _____, 2023, to be effective as of the date of the last signature below ("Effective Date"), by and between THE CITY OF GARLAND, TEXAS, a Texas home-rule municipality ("City" or "Lessor"), and T-Mobile West LLC, a Delaware limited liability company ("Lessee"), (collectively, "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Lease Agreement with Option dated July 14, 2000, including that certain Amendment to Lease dated October 10, 2002 that Second Amendment to Lease Agreement with Option dated May 13, 2004, that Third Amendment to Lease Agreement dated October 16, 2007, that Corrected Fourth Amendment to Lease Agreement dated February 4, 2016, that Fifth Amendment to Lease Agreement dated March 1, 2016 and that Sixth Amendment to Lease Agreement dated October 1, 2016 (including all amendments, collectively, "Lease") regarding the leased premises ("Premises") located at 3900 Lawler Drive, Garland, Texas ("Property").;

WHEREAS, Parties have determined that it is beneficial to both Parties to partially amend the Agreement to (1) renew the term at the expiration of the Lease for an additional five (5) year term and (2) adjust the amount of the Rent.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Parties agree as follows:

Section 1

Section 3 of the Lease (as amended) is hereby amended to read as follows:

"3. **Term**. (A) The term of this Lease shall be five years, commencing upon the expiration of the current Term ("Commencement Date"), and terminating at midnight on the last day of the sixtieth (60th) full month following the Commencement Date ("Termination Date"), unless sooner terminated as provided herein."

Section 4 of the Lease (as amended) is hereby amended to read as follows:

"4. **Rent**. Lessee shall pay Lessor as rent the amount of forty-two thousand three hundred eighty-seven dollars and 27/100 cents (\$42,387.27) annually in advance. On August 1, 2026 and each anniversary thereafter, the Rent will escalate by 2% of the Rent in effect the previous year. Each payment of rent shall be made on or before the yearly anniversary date of August in the offices of the Accounting Department at 200 N. Fifth Street, Garland, Texas 75040."

- A. Effect of this Amendment. Except as expressly modified in this Amendment, the Lease (as amended) will continue in full force and effect according to its terms, and the City and Lessee hereby ratify and affirm all their respective rights and obligations under the Lease.
- B. Counterparts; Facsimile. This Amendment may be executed in counterparts, each of which, when executed, will be deemed to be an original and both of which will be deemed to be one and the same instrument. Facsimile or other electronic signatures will be deemed original signatures.
- C. Conflict. In the event of any direct conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall control.

LESSOR:
City of Garland, Texas, a home-rule Municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:
T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____



TMO Signatory Level : L07/SL07



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: May 15, 2023
Item Title: Parking Restrictions on Colonel Drive
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Parking on Colonel Drive has created sight visibility and obstruction issues. Restrictions have been requested by the neighborhood to remedy these issues.

RECOMMENDATION

Restrictions are recommended by the Transportation Department to prohibit parking at all times on Colonel Drive from Monticello Court to Commonwealth Drive.

BACKGROUND

- Colonel Drive is a 4 lane divided roadway
- Between Commonwealth Drive and Broadway, there are no houses that front Colonel Drive
- South Garland High School is located on the north side of Colonel Drive
- Vehicles parked along Colonel drive create sight obstructions for drivers exiting side streets
- Parking is restricted on the north side of Colonel Drive between Commonwealth Drive and Broadway Blvd
- Parking is currently restricted on the south side of Colonel Drive between Monticello Court and Broadway Blvd
- Neighborhood residents reported that vehicles parked on Colonel Drive create a sight obstruction when exiting adjacent streets
- Transportation staff observed these sight obstructions and also noted that vehicles parked on Colonel Drive are also blocking travel lanes on Colonel Drive
- Transportation staff recommends that parking be restricted on Colonel Drive between Monticello Court and Commonwealth Drive
- Restricting parking as recommended in this section of Colonel Drive would fit with the surrounding parking restrictions

CONSIDERATION

Restricting parking can have the effect of current parking moving to other undesirable areas.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. d.

Meeting Date: May 15, 2023

Item Title: City Council Committees - Pending Items List

Submitted By: Jud Rex, City Manager

Summary of Request/Problem

The Pending Items List for the Council Committees is being provided for Council's review. Committees not submitting a report have no pending items.

- Audit Committee - No items pending
- Administrative Services - List attached
- Community Services - List attached
- Development Services - List attached
- Intragovernmental Affairs Committee - List attached
- Public Safety - No pending items
- Transportation Infrastructure & Mobility Committee - No items pending

Recommendation/Action Requested and Justification

Information only.

Attachments

Administrative Services Committee Pending Items List

Community Services Committee Pending Items List

Development Services Committee Pending Items List

Intragovernmental Affairs Committee Pending Items List

**Administrative Services Committee
Pending Items List**

Revised:
05/01/2023

Robert J. Smith – District 8, Chairman
Deborah Morris – District 2
Dylan Hedrick – District 7
Brian England, City Attorney
Phillip Urrutia, Assistant City Manager, Staff Liaison
Rene Dowl, City Secretary, Recording Secretary

Item	Assigned by Council	Discussed by Committee	Anticipated Date for Presentation to Council
1. Naming suggestions during the stakeholder process (05-01-23)	Lucht/Morris		
2. Create requirements/parameters for renaming requests or monetary donations (05-01-23)	Lucht/Morris		

**Community Services Committee
Pending Items List**

Revised:
05/01/2023

Deborah Morris – District 2, Chair
Ed Moore – District 3
Margaret Lucht – District 5
Kevin Slay, Managing Director, Staff Liaison
Mikayla Ray, Recording Secretary

Item	Assigned by Council	Discussed by Committee	Anticipated Date for Presentation to Council
1. Discuss potential changes to multi-family property A/C requirements (11-14-22)	Morris/Smith	12-06-22 01-10-23 02-07-23 03-07-23 04-04-23	
2. Pet Store Ordinance (02-20-22)		03-07-23 04-04-23	
3. Discussion of Mobile Ice Cream Sales (05-01-23)	Smith/Morris		
4. Review Spring 2023 Neighborhood Matching Grant Applications			

**Development Services Committee
Pending Items List**

Revised:
05/01/2023

Dylan Hedrick – District 7, Chair

Deborah Morris – District 2

Jeff Bass – District 1

Andy Hesser, Assistant City Manager, Staff Liaison

Courtney Vanover, Recording Secretary

Item	Assigned by Council	Discussed by Committee	Anticipated Date for Presentation to Council
1. Comprehensive Review of Submittal Requirements for Zoning, Engineering and Utility Plans (04-17)	Hedrick/Smith		
2. Hybrid Zoning Designations	Hedrick	Scheduled for May 15,2023	
3. Chapter 380 Agreements for redevelopment of residential properties (04-17)	Hedrick/Smith		

**Intragovernmental Affairs
Committee
Pending Items List**

Revised:
05/01/2023

B. J. Williams, Chair
Deborah Morris – District 2
Robert John Smith – District 8
Brian England, City Attorney
René Dowl, Recording Secretary

Item	Assigned by Council	Discussed by Committee	Anticipated Date for Presentation to Council
1. IGA Update to Council for (04-17)	Williams/Moore	02-21-23 04-06-23	05-02



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: May 15, 2023
Item Title: Pedestrian Routes to Jupiter/Forest DART Station
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Customer-Focused City Services
Sound Governance and Finances

ISSUE

Consider whether to enter into an Advance Funding Agreement (AFA) with Texas Department of Transportation (TXDOT) for the design and construction of the Pedestrian Routes to Forest/Jupiter DART Station in Garland, Texas.

OPTIONS

1. Adopt a Resolution which authorizes the City Manager to execute an AFA with TXDOT for the design and construction of the Pedestrian Routes to Forest/Jupiter DART Station in Garland, Texas.
2. Take no action.

RECOMMENDATION

Option 1. If Council concurs, this item will be scheduled for formal consideration at the June 6, 2023 Regular Meeting.

BACKGROUND

1. DART, with the assistance of the North Central Texas Council of Governments (NCTCOG), performed a study of pedestrian routes to and from the DART train stations in Garland. The study is called "DART Red & Blue Line Corridors – Last Mile Connections Project in City of Garland" and was completed in November 2020. The Regional Transportation Council (RTC) has approved funding for the Pedestrian Routes to Forest/Jupiter DART Station in Garland, Texas. The project included the design and construction of high priority sidewalks within ½ mile radius of the station.
2. The NCTCOG and RTC agreed to fund an amount of \$4,000,000 to the Pedestrian Routes to Forest/Jupiter DART Station in Garland. The remaining balance would be paid through a commitment of local funds. The following is the estimated funds for the project by each Agency:

Description	Fiscal Year	Total Estimate Cost	Federal	State	Local Government Contribution
Engineering	2023	\$575,000	\$460,000	0	\$115,000
Construction	2024	\$4,325,000	\$3,460,000	0	\$865,000
TxDOT Direct Costs		\$100,000	\$80,000	0	\$20,000
TxDOT Indirect Costs		\$231,770	0	\$231,770	0
TOTAL		\$5,231,770	\$4,000,000	\$231,770	\$1,000,000

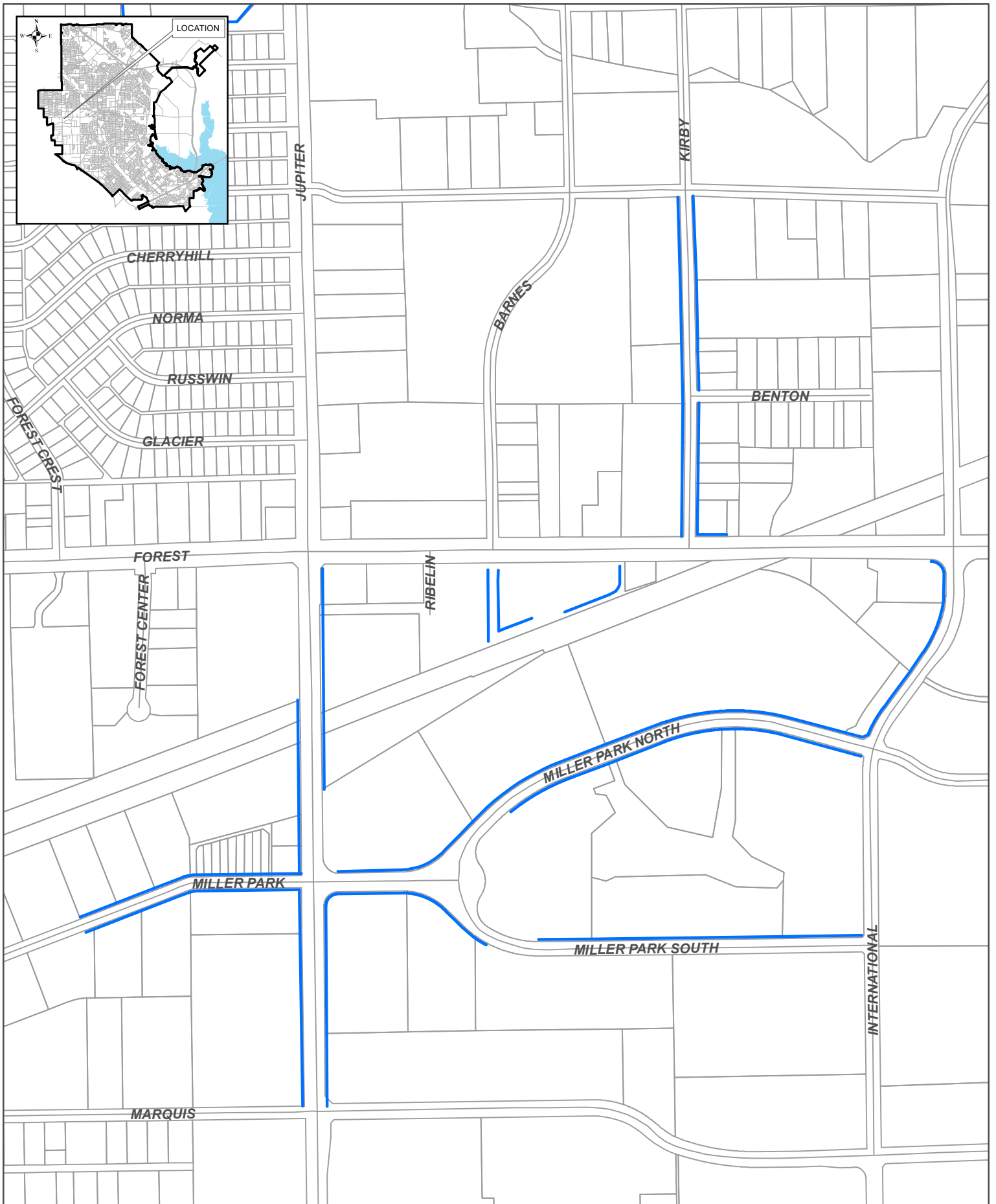
3. Local Government (City of Garland) shall be responsible for 20% of project cost and 100% of cost overruns.

CONSIDERATION

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

Attachments

Location Map
Advanced Funding Agreement



TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004756	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Garland**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of sidewalks and other pedestrian safety improvements at and around the Garland Forest/Jupiter DART Station** . The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004756	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction sidewalks and other pedestrian safety improvements in various locations and around the Garland and Forest/Jupiter Station, Marquis Drive, and Jacobson Road to the east in the City of Garland.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004756	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA			AFA Not Used For Research & Development	

- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a

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- minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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

Local Government:	State:
City of Garland ATTN: City Manager 200 N. Fifth Street Garland, Texas 75040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

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program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform> and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004756	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA			<i>AFA Not Used For Research & Development</i>	

31. Single Audit Report

If federal funds are used:

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

Draft

TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004756		
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA				
<i>AFA Not Used For Research & Development</i>					

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Judson J. Rex

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

City Manager

Typed or Printed Title

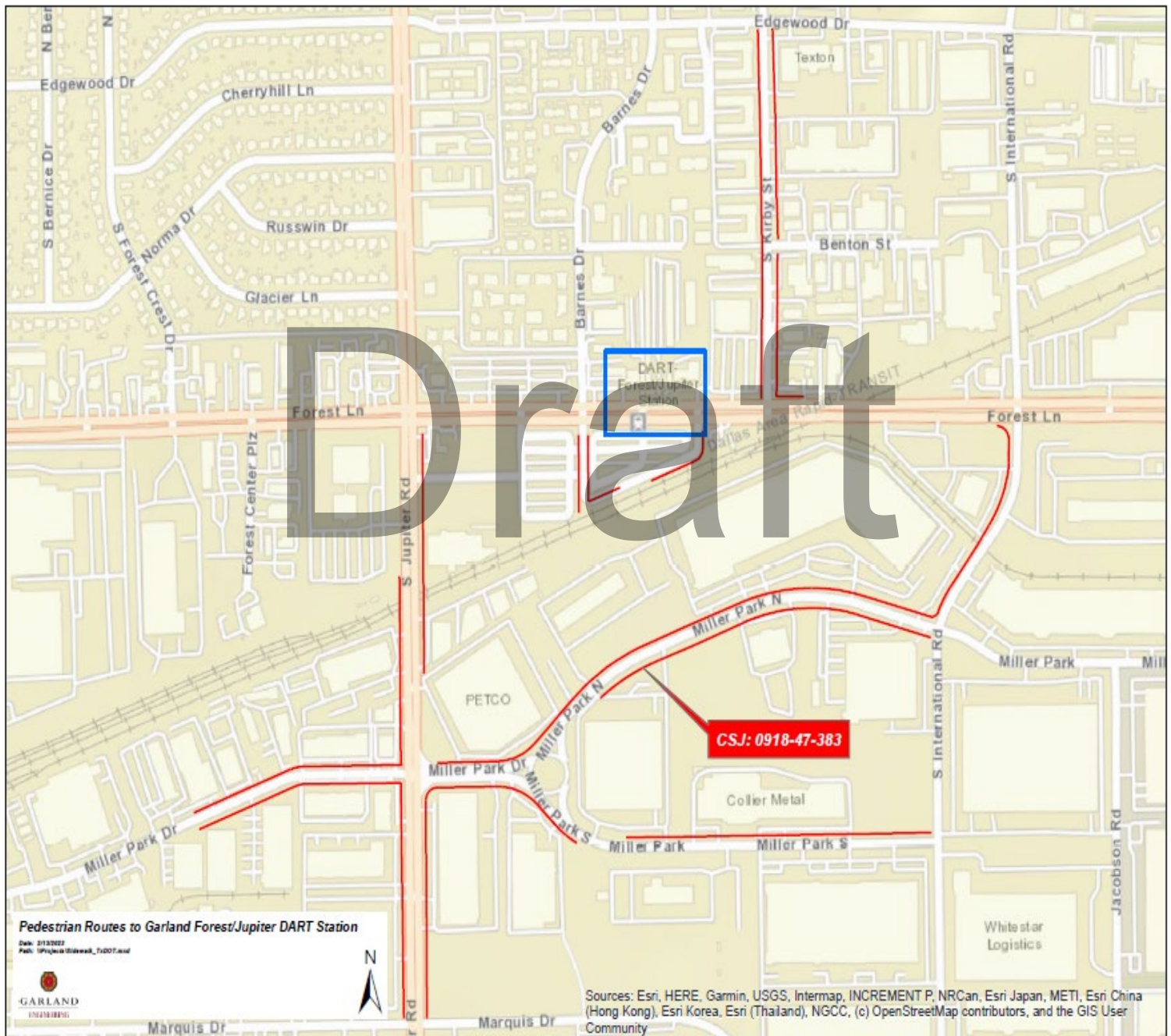
Date

Date

Draft

TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18-Dallas	AFA ID	Z00004756	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	0918-47-383			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004756	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800				
Project Name	Pedestrian Routes Rail Sta in Garland VA			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Project Budget							
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost		Cost
Environmental	\$18,750	80%	\$15,000	0%	\$0	20%	\$3,750
Engineering	\$556,250	80%	\$445,000	0%	\$0	20%	\$111,250
Construction-Cat. 5	\$4,325,000	80%	\$3,460,000	0%	\$0	20%	\$865,000
Subtotal	\$4,900,000		\$3,920,000		\$0		\$980,000
Direct State Cost – Env	\$12,500	80%	\$10,000	0%	\$0	20%	\$2,500
Direct State Cost – Eng.	\$12,500	80%	\$10,000	0%	\$0	20%	\$2,500
Direct State Cost – ROW	\$12,500	80%	\$10,000	0%	\$0	20%	\$2,500
Direct State Cost – UTL	\$12,500	80%	\$10,000	0%	\$0	20%	\$2,500
Direct State Cost – CNST	\$50,000	80%	\$40,000	0%	\$0	20%	\$10,000
Subtotal	\$100,000		\$80,000		\$0		\$20,000
Indirect State Cost – 4.73%	\$231,770	0%	\$0	100%	\$231,770	0%	\$0
TOTAL	\$5,231,770		\$4,000,000		\$231,770		\$1,000,000

Initial payment by the Local Government to the State: \$10,000

Payment by the Local Government to the State before construction: \$10,000

Total payment by the Local Government to the State: \$20,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CSJ #	0918-47-383				CFDA No.	20.205
District #	18-Dallas	AFA ID	Z00004756		CFDA Title	Highway Planning and Construction
Code Chart 64 #	15800					
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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

Draft



GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: May 15, 2023
Item Title: Drainage Participation Ordinance
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Sound Governance and Finances
Future-Focused City Organization

ISSUE

Consider amendments to Chapter 31: Article VI Drainage Improvement Districts and Drainage Participation Projects, to include revisions to Section 31.98 "Maintenance of Completed Improvements" of the Code of Ordinances.

OPTIONS

1. Approve the proposed amendment to Chapter 31, Article VI Drainage Improvement Districts and Drainage Participation Projects, Section 31.98 "Maintenance of Completed Improvements" of the Code of Ordinances.
2. Take no action.

RECOMMENDATION

Option 1 - Approval of the proposed amendments to Chapter 31, Article VI Drainage Improvement Districts and Drainage Participation Projects, Section 31.98 "Maintenance of Completed Improvements" of the Code of Ordinances.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 6, 2023 Regular Meeting.

BACKGROUND

The City modified Article VI Drainage Improvement Districts and Drainage Participation Projects Ordinance in 2019. After operating under the modified Ordinance for the past few years, the City's maintenance obligation in Section 31.98 Maintenance of completed projects should align with the maintenance bond period required by the City on all construction projects.

CONSIDERATION

1. Council action is required to approve the proposed amendment to Chapter 31, Article VI Drainage Improvement Districts and Drainage Participation Projects, Section 31.98 "Maintenance of Completed Improvements" of the Code of Ordinances.
2. The proposed amendment has been reviewed and prepared by the City Attorney's Office.

Attachments

Chapter 31 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 31, "ENGINEERING", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section _____

That Section 31.98, Maintenance of Completed Improvements", of Article VI, "Drainage Improvement Districts and Drainage Participation Projects" in Chapter 31, "Engineering", of the Code of Ordinances for the City of Garland, Texas, be amended, in pertinent part, as follows:

"Section 31.98 Maintenance of Completed Improvements

(a) Upon substantial completion of any Drainage Improvement Projects under the provisions of this Article VI, the City shall provide drainage and erosion control maintenance for the structural improvements to the drainage ways for a period of not more than two years after final acceptance of the completed improvements. At the end of the two year maintenance period, the ownership and maintenance responsibilities become that of the adjacent property owners and the City's maintenance obligation shall terminate. Upon completion and acceptance of any Drainage Improvement Projects under this article, the property owner on whose property the channel improvements lie, or whose property directly abuts such channel improvements, shall be responsible for any necessary mowing, irrigation, weeding, picking up litter, fertilizing and such other maintenance as is required to maintain a healthy stand of grass or other ground cover as approved by the Director of Engineering.

. . . "

Section _____

That Code of Ordinances for the City of Garland, Texas, as

amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section _____

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

Section _____

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

Section _____

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

PASSED AND APPROVED this the _____ day of _____, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: May 15, 2023

Item Title: Introduction of New Employee

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Introduction of a new member of Team Garland: Michael Brinkmann, Managing Director of Water Utilities.

Recommendation/Action Requested and Justification



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: May 15, 2023

Item Title: Community Services Committee Report

Summary of Request/Problem

Mayor Pro Tem Deborah Morris, Chair of the Community Services Committee, will report on the following item:

1. Ordinance regulating ice cream truck operations and sales.

Recommendation/Action Requested and Justification

Council Discussion
