



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, November 6, 2023
6 p.m.

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

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:

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

a. Acquisition of a single family home for affordable housing at 3922 University Drive through the HOME Program

Written staff presentation and recommendation regarding City Council approval of the purchase of the property located at 3922 University Drive. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 14, 2023, Regular Meeting.

b. 4% Tax Credit Application - Huntington Place Senior Living

Written staff presentation regarding Cross Development Residential, LLC in partnership with Garland Housing Finance Corporation, for a 'Resolution of No Objection' for a 4% Tax Credit Application for Huntington Place Senior Living, a proposed development at 1702 Edgefield Drive.

c. TxDOT Impaired Driving Mobilization (IDM) Grant 2024

Written staff presentation regarding the acceptance of a Texas Department of Transportation (TxDOT)–Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 7, 2023, Regular Meeting.

d. 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) and Memorandum of Understanding (MOU)

Written staff presentation regarding a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding (MOU) with the City of Dallas to obtain funding for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) program. Unless otherwise directed by Council, this item is scheduled for formal consideration at the November 7, 2023, Regular Meeting.

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

a. Regional Mobility Update

Michael Morris and Ceason Clemons will provide an update to the council on regional projects relevant to the City of Garland.

b. 2019 Bond Program - Status Update

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

5. Discuss Appointments to Boards and Commissions

a. Animal Services Board

- Ashley Thompson

b. Mayor Scott LeMay

- Glenna Saygidia - Community Multicultural Commission

6. Announce Future Agenda Items

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

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: November 6, 2023

Item Title: Acquisition of a single family home for affordable housing at 3922 University Drive Through the HOME Program

Submitted By: Mona Woodard, Neighborhood Services Administrator

Strategic Focus Areas: Vibrant Neighborhoods and Commercial Centers

ISSUE

The Community Development Department has the option through right of first refusal to re-purchase a home previously built with HOME funds in 2013 located at 3922 University Drive. Through the use of HOME funds, the Community Development Department may re-capture the property to maintain its use as an affordable housing project for another buyer.

OPTIONS

Council may:

1. Approve the purchase of the single-family property.
2. Deny the purchase of the single-family property.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of the property located at 3922 University Drive. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 14th, 2023 Regular Meeting.

BACKGROUND

The City of Garland is an entitlement community that receives Federal HOME Investment Partnership funding (HOME) through the Department of Housing and Urban Development. HOME funding's sole purpose is to further affordable housing. The Community Development Department seeks to increase the availability of safe and decent housing for low-income families and individuals by providing flexible lending on the sale of acquired single family homes, rehabilitated existing homes and new home construction. HOME allows for the provision of a Right of First Refusal to re-capture previously built homes from the original owners who wish to relocate, for the continuation of use as an affordable housing project.

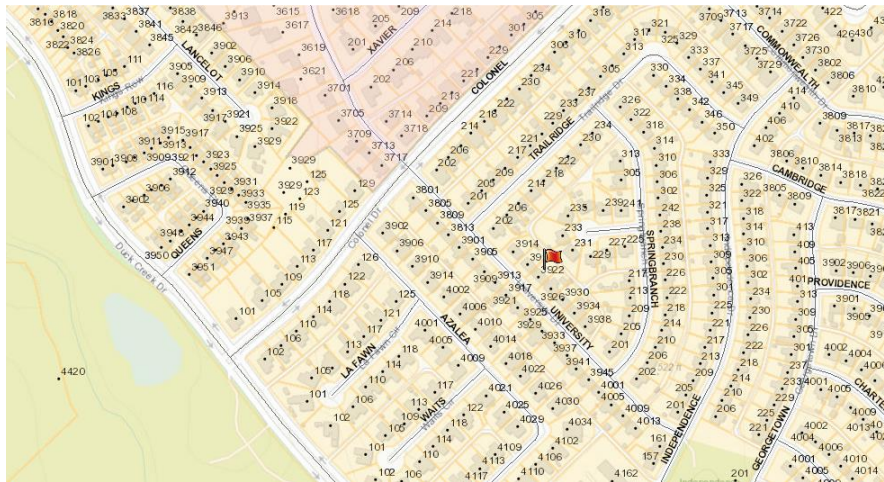
CONSIDERATION

Monthly loan payments and sales of previous HOME projects result in program income generation. It is a HUD requirement that this program income be utilized prior to the annual allocation being spent-down. Due to recent project sales and increasing program income, it is necessary that the Community Development Department acquire properties that fall within program parameters for use as feasible projects. The seller has accepted the City's offer of \$315,000 on the condition that the City Council approves the re-acquisition of the property. If approved by the City Council, the property will be formally purchased on November 21, 2023. HOME Projects are eligible for in-house financing to a qualified buyer, and allow for necessary repairs and upgrades to be made to the property while offering a mortgage financing structure to allow homeownership to be more affordable for low to moderate income families. This project will meet a national objective as set forth by the Housing and Urban Development Department for the Federal Government.

Attachments

PROPERTY INFORMATION 3922 UNIVERSITY

Property Information: 3922 University Drive



Purchase Price	\$315,000
Year Built	2013
Lot Size	7,342 sf
Bedrooms	3
Baths	2
Garage	Yes – 2 car attached
Council District	4
Subdivision Name	MEADOWCREEK PARK 9TH SEC



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: November 6, 2023

Item Title: 4% Tax Credit Application - Huntington Place Senior Living

Submitted By: Mona Woodard, Neighborhood Services Administrator

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Council is requested to consider a Resolution of No Objection for a proposed multifamily senior development low-income housing tax credit application for a project located at 1702 Edgefield Drive. Texas Department of Housing and Community Affairs administers this non-competitive tax credit program for multifamily development.

The applicant is Cross Development Residential, LLC, and they are working in partnership with the Garland Housing Finance Corporation.

OPTIONS

1. Issue a Resolution of No Objection
2. Denial of the Development Application

BACKGROUND

The Low-Income Tax Credit program is the largest Federal resource for creating affordable housing in the United States. The tax credits are a popular housing development tool for developers, as the credits provide a dollar-for-dollar reduction in a taxpayer's federal income tax.

The Texas Department of Housing and Community Affairs (TDHCA) is the only entity in the State of Texas authorized to allocate tax credits under this program. The Non-Competitive (4%) Housing Tax Credit program is coupled with the Multifamily Bond Program when the bonds finance at least 50% of the cost of the land and buildings in the Development.

The proposed development will be an independent senior living community for seniors (55+) that is planned to be 204 units which are made up of 1 and 2-bedroom units. The property is located on approximately 5.8 acres adjacent to an existing multifamily property on Edgefield Drive. There is easy access to both Central Park as well as Rick Oden Park both of which are within walking distance.

CONSIDERATION

Staff will bring this item back for a final Council decision during the November 14th regular Council meeting. A Resolution of No Objection will be formalized during the November 1th, regular council meeting if approved by Council to move forward. This Resolution of No Objection is independent of the standard zoning and permitting processes; an issuance of a Resolution of No Objection does not substitute for, nor guarantee the outcome of, formal consideration of future zoning and permitting processes of the City of Garland.

Attachments

Huntington Place Senior Living
Resolution of No Objection

HUNTINGTON PLACE SENIOR LIVING GARLAND, TX

There is an affordability challenge in north Texas when it comes to housing and one of the largest segments of the population is also one of the most vulnerable. The senior population in north Texas is exploding at the same time that housing costs are at an all-time high. Our proposed independent senior living will be a high-quality housing community for seniors (55+) that is planned to be 204 units made up of 1 and 2 bedroom units thoughtfully designed to serve seniors well.

LOCATION AERIAL



The property is located on +-5.8 acres adjacent to an existing multifamily property on Edgefield drive with easy access to both Central Park as well as Rick Oden Park both of which are a short walk. The property will consist of two buildings that contain 204 units. Both buildings will have an elevator and the building closest to the single family will be 2-story and the second building fronting Edgefield Drive will be 4-story.

HUNTINGTON PLACE CONCEPTUAL ELEVATIONS



DEVELOPMENT STRUCTURE

Huntington Place Senior Living Garland is a joint venture with Cross Development Residential and the **Garland Housing Finance Corporation (Garland HFC)**. Garland HFC plays a pivotal role in the financing of the property as well as aligning our efforts with the efforts of the city in creating and sustaining high quality affordable housing.

ENVISION GARLAND PLAN – 2030 COMPREHENSIVE PLAN

This plan identifies that there are a number of housing needs in Garland and that housing for seniors is a need as well as diversity in housing choice.

- Page 77 – “New types of housing units and neighborhoods have been growing in popularity, especially among young professionals and senior citizens... Senior residential properties have seen growth as the age trends increase the demand for these types of specialty housing products.”
- Page 80 – Goal 3: Provide for housing and housing services for residents with unique needs. HN Policy 3.1 – Provide for housing, housing services, and neighborhood types that meet the unique needs and preferences of senior citizens, residents with disabilities, moderate- or low-income households, and other resident types with special needs.

TDHCA EXPERIENCE

Ryan Combs, President of Cross Development Residential, has lead the development of 19 multifamily developments in Texas that have utilized Housing Tax Credits issued through TDHCA. Below is a list of communities that Ryan is currently a partner in.

Name	City	Units	Tax Credits	Development Cost
Provision at Patriot Place	Hurst	90	\$ 15,000,000	\$ 19,606,359
Gala at Central Park	Hurst	94	\$ 4,241,230	\$ 17,144,618
Gala at Fate	Fate	185	\$ 11,738,834	\$ 35,266,720
Gala at Premier	Plano	97	\$ 14,063,270	\$ 19,785,761
Gala at Waxahachie	Waxahachie	185	\$ 10,314,713	\$ 34,274,072
Parmore Arcadia Trails	Balch Springs	200	\$ 15,726,603	\$ 39,027,514
Parmore Fossil Creek	Haltom City	220	\$ 16,253,849	\$ 41,105,777
Parmore Anna	Anna	185	\$ 14,714,087	\$ 37,409,196
Torrington Arcadia Trails	Balch Springs	250	\$ 27,267,400	\$ 59,383,594
		1,506	\$ 129,319,986	\$ 303,003,611

NEIGHBORHOOD OUTREACH

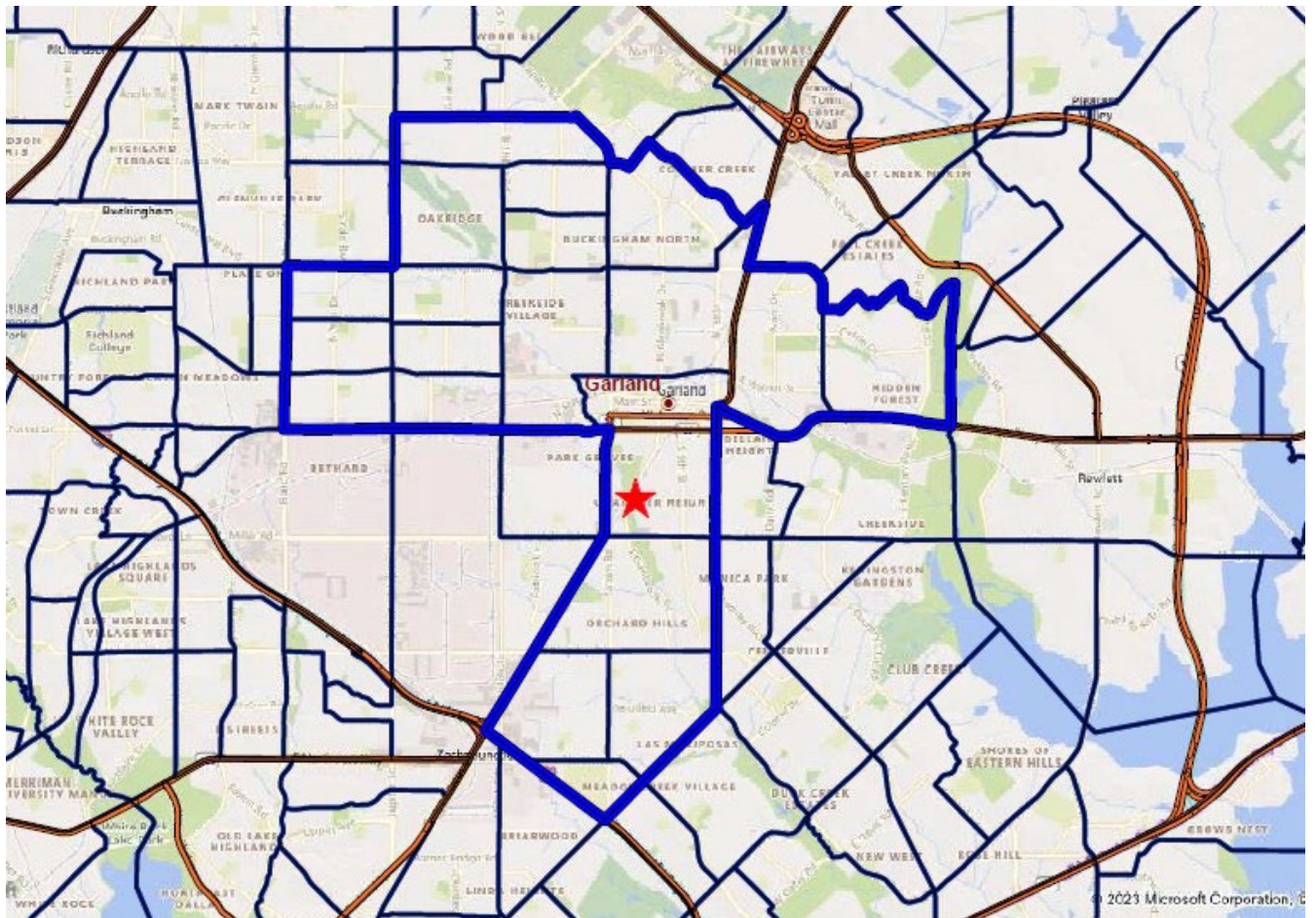
We have been working with Councilwoman Deborah Morris to engage all local stakeholders and neighbors. Councilwoman Morris sent out invitations to all local stakeholders and invited them to attend a neighborhood meeting that we held on September 13, 2023 at a neighbors home. We had several interested neighbors show up and ask questions. We intend to continue working with the neighborhood and will work hard to be a good neighbor.

MARKET ANALYSIS

We asked our market analyst to give us their assessment of the market. We found that there are over 4,000 units in demand in our market area which our units equate to a 1.6% capture rate meaning that our units barely scratch the surface of the need for high quality senior housing in this market.

Unit Size	2023 Demand	2024 & 2025 Growth Demand	10% External Demand	Total Demand	Subject Units	Comparable Units	Inclusive Capture Rate	Additional Units Allowed
Overall	4,250	-33	422	4,639	3	69	1.6%	623.9

Market Area





- AMENITIES**
- Integrated Clubhouse**
 - Business Center**
 - Club Room**
 - Fitness Center**
 - Library**
 - Resort Style Pool**
 - BBQ Grills**

Conceptual Image





GARLAND

4 % Low Income Housing Tax Credit Resolution of Support Application

All applications must be submitted along with all materials listed in the appropriate checklist. Housing and Community Services staff is available to advise you on any requirements.

Project Name: Huntington Place Senior Living Garland

Property Information

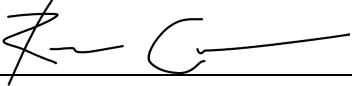
Property Address: 1702 Edgefield Drive
Legal Description: part of Linda Ray Addition Block A Lot 1
Zoning District: MF-1
Do you intend to request funding for your project through the City of Garland Grant Process? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Do you intend to request additional funding from the City for development? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name: Ryan Combs
Address: 4317 Marsh Ridge Road
City/State/Zip: Carrollton, TX 75010
Work Phone: Cell Phone: 512-983-0422
Email: ryan@crossdevelopment.net
Do you have site control or owner's consent to apply for LIHTC funding on this site? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Property Owner Information

Owner Name: Brazos River Glen LLC
Address: 5728 LBJ Freeway, Suite 220
City/State/Zip: Dallas, TX 75240-6323 DUNS Number:
Work Phone: Cell Phone:
Email: whancock@brazosresidential.com

Applicant Signature: 
Printed Name: Ryan Combs Date: 10/23/2023
By signing this form, the owner of the property authorizes the City of Garland to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Garland to approve the application and that although City Staff may make certain recommendations regarding this applications, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Huntington Place Senior Living Garland

Investment Summary

Garland

204 Unit Independent Senior Living

PROJECT SUMMARY

					Annual	
					Total	Per Unit
					<u>Income</u>	
					Total Rental Income	\$ 3,148,128 \$ 15,432.00
					Other Income (per Unit)	\$ 61,200 \$ 300.00
					Total Gross Potential Income	\$ 3,209,328 \$ 15,732.00
					Vacancy 5.0%	\$ (160,466)
					Total Net Revenue	\$ 3,048,862 \$ 14,945.40
					<u>Expenses</u>	
					Operating	\$ 906,950 \$ 4,445.83
					Management Fee 4.0%	\$ 121,954 \$ 597.82
					Property Taxes	\$ - \$ - *HFC/PFC tax exemption
					Reserves	\$ 51,000 \$ 250.00
					Mortgage Insurance Premium	\$ -
					Total Expenses	\$ 1,079,905 \$ 5,293.65
					Net Operating Income	\$ 1,968,957 \$ 9,651.75 DSC
					Total Debt Service	\$ 1,742,440 \$ 8,541.37 1.13
					Net Cash Flow	\$ 226,517 \$ 1,110.38
Total Net Rentable Square Footage					158,100	
Acreage						

SOURCES OF FUNDS

		Permanent		% of Total		Construction		% of Total	
		Phase	Capital Stack	Capital Stack	Per Unit	Phase	Capital Stack	Capital Stack	Capital Stack
Debt									
<u>Rate</u>									
Construction Phase						7.00%	\$ 34,162,840		73.84%
Permanent Phase		7.00%	\$ 23,365,949	50.50%	\$ 114,539				
Equity									
Tax Credit Equity	\$ 0.889		\$ 18,578,134	40.15%	\$ 91,069		\$ 9,289,067		20.08%
Deferred Developer Fee			\$ 2,822,662	6.10%	\$ 13,837		\$ 1,814,837		3.92%
HFC Loan			\$ 1,000,000	2.16%	\$ 4,902		\$ 1,000,000		2.16%
NOI During Lease Up			\$ 500,000	1.08%	\$ 2,451		\$ -		0.00%
Deferred Reserves				0.00%	\$ -				
Total Sources of Funds			\$ 46,266,744	100%	\$ 226,798		\$ 46,266,744		100.00%

USES OF FUNDS

	Total Costs		Per Unit		Per Sq. Ft.		% of Total	
							Dev. Cost	
Land	\$ 2,060,678		\$ 10,101		\$ 13.03		4.45%	
Construction	\$ 27,749,599		\$ 136,027		\$ 175.52		59.98%	*includes sales tax exemption
Contingency	\$ 1,407,638		\$ 6,900		\$ 8.90		3.04%	
Financing & Legal	\$ 2,258,702		\$ 11,072		\$ 14.29		4.88%	
Construction Loan Interest Reserve	\$ 3,985,000		\$ 19,534		\$ 25.21		8.61%	
Architectural & Engineering	\$ 661,000		\$ 3,240		\$ 4.18		1.43%	
FF&E; Pre Dev; Title Ins.	\$ 1,403,684		\$ 6,881		\$ 8.88		3.03%	
Operating Deficit	\$ 1,498,000		\$ 7,343		\$ 9.48		3.24%	
Developer Fee	\$ 5,242,445		\$ 25,698		\$ 33.16		11.33%	
Total Uses of Funds	\$ 46,266,744		\$ 226,798		\$ 292.64		100.00%	

RENT SCHEDULE

FLOORPLAN	AMI%	BEDROOMS	BATHROOMS	UNITS	NRSF	HTC RENT	GROSS RENT	UTILITY	
								ALLOWANCE	ACTUAL RENT
A1	60%	1	1	102	650	\$1,246	\$1,246	\$73	\$1,173
A2	30%	1	1	0	700	\$623	\$623	\$73	\$550
B2	60%	2	2	102	900	\$1,495	\$1,495	\$96	\$1,399
B2	30%	2	2	0	940	\$747	\$747	\$96	\$651
B3	60%	3	2	0	1150	\$1,728	\$1,728	\$118	\$1,610
B3	MKT	3	2	0	1150	\$0	\$2,760	\$0	\$2,760
Total / Average				204	775	\$1,371	\$1,371	\$85	\$1,286

	Total	Per Unit
NET RENTAL INCOME	\$3,148,128	\$15,432
OTHER INCOME	\$61,200	\$300
GROSS RENTAL INCOME	\$3,209,328	\$15,732
VACANCY 5%	(\$160,466)	(\$787)
EFFECTIVE GROSS INCOME	\$3,048,862	\$14,945
OPERATING EXPENSES		
General & Admin Expenses	\$98,940	\$485
Advertising and Promotion	\$62,016	\$304
Management Fee 4% of EGI	\$121,954	\$598
Payroll, Payroll Tax & Benefits	\$223,074	\$1,094
Repairs and Maintenance	\$199,920	\$980
Utilities	\$153,000	\$750
Insurance	\$153,000	\$750
TDHCA & Bond Fees	\$17,000	\$83
Property Tax	\$0	\$0
TOTAL LESS RR	\$1,028,905	\$5,044
Replacement Reserve	\$51,000	\$250
TOTAL OPERATING EXPENSES	\$1,079,905	\$5,294
NET OPERATING INCOME	\$1,968,957	\$9,652
DEBT SERVICE	\$1,742,440	\$8,541
REMAINING CASH FLOW	\$226,517	\$1,110



15 YEAR RENTAL HOUSING OPERATING PRO FORMA

Huntington Place Senior Living Garland
Edgefield Drive, Garland, TX



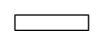

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$3,148,128	\$3,211,091	\$3,275,312	\$3,340,819	\$3,407,635	\$3,762,304	\$4,153,888
Secondary Income	61,200	62,424	63,672	64,946	66,245	73,140	80,752
Less Vacancy	(160,466)	(163,676)	(166,949)	(170,288)	(173,694)	(191,772)	(211,732)
EFFECTIVE GROSS INCOME	\$3,048,862	\$3,109,839	\$3,172,036	\$3,235,476	\$3,300,186	\$3,643,672	\$4,022,908
EXPENSES							
General & Admin Expenses	\$98,940	\$101,908	\$104,965	\$108,114	\$111,358	\$129,094	\$149,656
Advertising and Promotion	62,016	\$63,876	\$65,793	\$67,767	\$69,800	\$80,917	\$93,805
Management Fee	121,954	\$125,613	\$129,381	\$133,263	\$137,261	\$159,123	\$184,467
Payroll, Payroll Tax & Benefits	223,074	\$229,766	\$236,659	\$243,759	\$251,072	\$291,061	\$337,419
Repairs and Maintenance	199,920	\$205,918	\$212,095	\$218,458	\$225,012	\$260,850	\$302,397
Utilities	153,000	\$157,590	\$162,318	\$167,187	\$172,203	\$199,630	\$231,426
Insurance	153,000	\$157,590	\$162,318	\$167,187	\$172,203	\$199,630	\$231,426
TDHCA & Bond Fees	17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
Property Tax	0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ANNUAL EXPENSES LESS RR	1,028,905	1,059,262	1,090,530	1,122,736	1,155,908	1,337,306	1,547,597
Replacement Reserves	51,000	52,530	54,106	55,729	57,401	66,543	77,142
TOTAL OPERATING EXPENSES	\$1,079,905	\$1,111,792	\$1,144,636	\$1,178,465	\$1,213,309	\$1,403,850	\$1,624,739
NET OPERATING INCOME	\$1,968,957	\$1,998,047	\$2,027,400	\$2,057,012	\$2,086,877	\$2,239,822	\$2,398,169
Debt Service	(\$1,742,440)	(\$1,742,440)	(\$1,742,440)	(\$1,742,440)	(\$1,742,440)	(\$1,742,440)	(\$1,742,440)
CASHFLOW	\$226,517	\$255,607	\$284,960	\$314,572	\$344,438	\$497,383	\$655,730
DEBT COVERAGE RATIO	1.13	1.15	1.16	1.18	1.20	1.29	1.38





QTY	KEY	TYPE	COMMON NAME	SIZE	REMARKS
37		TREES	CEDAR ELM TEXAS ASH	3" CALIPER MIN.	NURSERY GROWN SINGLE TRUNK
47		ORNAMENTAL TREES	CREPE MYRTLE SPANISH DAGGER TEXAS PERSIMMON TEXAS REDBUD BLACK BRUSH	4" CALIPER MIN. @ LANDSCAPE BUFFERS	NURSERY GROWN
149		BED SHRUBS	MOUNTAIN LAUREL BLUE AGAVE GREEN CLOUD SAGE GOLD LANTANA COLIMA AFRICAN IRIS	3-5 GALLON	NURSERY GROWN

1. TREE AND PLANT VARIETY MAY VARY WITH LOCAL SUPPLY.
2. REF. FINAL CIVIL ENGINEERING PLANS FOR ALL SIDEWALK, DRIVEWAY, AND HANDICAP RAMP LAYOUTS AND DESIGNS.

KEY	TYPE	HEIGHT	REMARKS
	WOOD	6' HIGH	BOARD ON BOARD CEDAR FENCE
	METAL	6' HIGH	TUBULAR DECORATIVE METAL FENCE
	MONUMENT SIGN	N/A	MONUMENT SIGN AT PROPERTY ENTRANCE. REF (A14.1)
	COLUMN	6'-7" HIGH	MASONRY COLUMN REF. (LS-2)

THE OWNER, OR AGENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE, AND REPLACEMENT WHEN REQUIRED, OF ALL LANDSCAPING INCLUDING PRESERVATION TREES, WHICH SHALL BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE, AND SHALL BE KEPT FREE FROM REFUSE AND DEBRIS. ANY PLANT THAT DIES SHOULD BE REPLACED WITH ANOTHER LIVING PLANT THAT COMPLIES WITH THE APPROVED LANDSCAPE PLAN WITHIN SIXTY (60) DAYS (SEASON PERMITTING) AFTER DEATH OR NOTIFICATION BY THE CITY.

IRRIGATION DRAWINGS WILL BE PROVIDED TO THE CITY IN A DEFERRED SUBMITTAL BY A LICENSED IRRIGATION CONSULTANT.

ALL LANDSCAPING TO MEET OR EXCEED REQUIREMENTS OUTLINED IN EXHIBIT B - DEVELOPMENT STANDARDS.

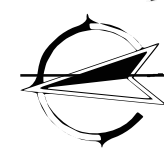
SITE COVERAGE DATA

PERVIOUS	24%	61,566 S.F.
IMPERVIOUS	76%	196,845 S.F.



0 35 70

GRAPHIC SCALE
1 INCH = 70 FEET



SCALE 1" = 70' - 0"

LANDSCAPE & OPEN SPACE PLAN

DATE: 08.08.2023

LS-1
LANDSCAPE
PLAN
Copyright © 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS PROVIDING FOR A DECLARATION OF NO OBJECTION FOR THE PROPOSED HUNTINGTON PLACE SENIOR LIVING GARLAND COMMUNITY LOCATED AT 1702 EDGEFIELD DRIVE, GARLAND, TEXAS; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE APPLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Cross Development Residential, LLC has proposed a development for senior rental housing of up to 204 units that will be located at 1702 Edgefield Drive in the City of Garland, Texas; and

WHEREAS, Cross Development Residential, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Housing Tax Credits for Huntington Place Senior Living Garland.

It is hereby

RESOLVED, that in accordance with the requirements of Tex. Gov't Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a); and
2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
3. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and
4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and

FURTHER RESOLVED that for and on behalf of the City Council of the City of Garland, Texas, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: November 6, 2023
Item Title: TxDOT Impaired Driving Mobilization (IDM) Grant 2024
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TxDOT)–Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant.

OPTIONS

1. Accept TxDOT STEP Impaired Driving Mobilization (IDM) Grant Funding.
2. Do not accept TxDOT STEP Impaired Driving Mobilization (IDM) Grant Funding.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 7, 2023, Regular Meeting.

BACKGROUND

The Garland Police Department has partnered with The Texas Department of Transportation (TxDOT) for many years by participating in STEP IDM enforcement grants. The purpose of this grant is to save lives and reduce motor vehicle accidents and related injuries by aggressively enforcing the laws of the State of Texas associated with Driving While Intoxicated (DWI) and Driving Under the Influence by Minor (DUI). Enforcement efforts will be focused throughout the City of Garland. The enforcement activities will also be supplemented by additional public information and education campaigns conducted during the enforcement periods.

CONSIDERATION

The grant for FY 2024 is in the amount of \$15,000.54. If accepted, TxDOT will reimburse the City of Garland \$11,991.48. The grant requires the City to provide \$3,009.06 in matching funds. This will be accomplished in part through fringe benefits expenditures and administrative time spent on grant-related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Attachments

2024 IDM Agreement
IDM Resolution

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Impaired Driving Mobilization

ID: 2024-GarlandPD-IDM-00025

Period: 12/10/2023 to 09/02/2024

GENERAL INFORMATION

Project Title : STEP - Impaired Driving Mobilization

Project Description : To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign

How many years has your organization received funding for this project? This will be our fifth or more year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Jeff Bryan
Title	Chief Of Police
Address	1891 Forest Lane
City	Garland
State	Texas
Zip Code	75042
Phone Number	972-205-2012
Fax Number	972-485-4801
E-mail address	bryanJ@garlandtx.gov
Project Director	Daniel Wortman

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity Identifier SFLHMCK5EH49
(UEI) :

Please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number https://www.dot.state.tx.us/apps/egrants/_Upload/1256429_341462-SAMEntityInformation-20230714-092950_2023.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :

https://www.dot.state.tx.us/apps/egrants/_Upload/1256429_341463-SOPWithCoverLetter2024.pdf

City of Garland Police Department
STEP - IDM - 2024

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS (Revised:07/18/2019)

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no 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.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party, or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-316, 200.318-324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60)

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **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;
- **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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **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;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens 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 programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (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) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department'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://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee 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 USDOT-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.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the 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.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number 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>;

aru

3. Report the total compensation and names of its top five (5) 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.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 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 Subgrantee 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.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

1. Number of funded projects with TxDOT in the current fiscal year 4
2. Number of funded projects with TxDOT in the previous fiscal year 4
3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None None
4. When did the agency update its grant operating policies and procedures July 2020
5. Has your agency ever terminated a grant project prior to the grant year ending? No
6. Number of personnel to be hired to work on this project 10
7. Will the personnel working on this grant splitting time on multiple projects? Yes

COUNTY SERVED

Dallas County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 4
Congressional District 5
Congressional District 32

Texas Senate* Texas Senate District 2
Texas Senate District 16

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 102
Texas House of Representatives District 107
Texas House of Representatives District 112
Texas House of Representatives District 113
Texas House of Representatives District 114

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
 Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 10, 2023- December 12, 2023	December 13, 2023 - January 01, 2024
Spring Break Wave	March 04, 2024- March 06, 2024	March 07, 2024 - March 24, 2024
Independence Day Wave	June 18, 2024 - June 20, 2024	June 21, 2024 - July 07, 2024
Labor Day Wave	August 13, 2024 - August 15, 2024	August 16, 2024 - September 02, 2024

Comments:

Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click [here](#) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1256446_343563-HeatMapIDM2024.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

Baseline : Jurisdictional average annual DWI/DUI KA crashes

16

Target : Enforcement activities to reduce total DWI/DUI KA crashes to

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name	Zone 1
Zone Description	1300- 3400 W. Miller Rd (North) 1900 - 3300 S. Jupiter Rd (West) 11400 - 13700 block I-635 (South) 2000 - 4800 Saturn Rd (East)
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1256532_341218-Zone_1.docx
Additional Documentation	

ENFORCEMENT ZONES

Zone Name	Zone 2
Zone Description	1400 W. Buckingham - 1200 E. Buckingham (North) 1700 -1100 N. Country Club (east) 1400 -2300 Castle (northeast) 3900-3100 E. Centerville (east) 2000 S.H. 66 - 1300 W. Ave D (South)
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1256533_341218-Zone_2.docx
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 3 |
| 3. Who is the person in charge of training at your department? | Lt. Tim Freeman |
| 4. Please provide their work email and telephone number. | freemant@garland |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Richard Maldon |
| 6. Please provide their work email and telephone number. | maldonad@garlan |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 57.1 |
| 2. What is the latest estimated population of your service area? | 242035 |
| 3. How many sworn officer positions is your agency authorized? | 359 |
| 4. How many of those positions are currently filled? | 329 |
| 5. How many total calls for service did your agency log in the past 12 months? | 161179 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 8308 |

7. How many total vehicle stops did your agency make in the past 12 months? 13341

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? Yes

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties?

9. Are there any officially designated bicycle routes in your service area? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 152								
X Overtime X Regular Time								
For sections B (P&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe
A. Enforcement								
Officers/Deputies	140		\$77,520	\$10,852.80		\$10,852.80	13.02%	\$1,413.03
Sergeants			\$0				%	\$0
Lieutenants/Other	12		\$94,890	\$1,138.68		\$1,138.68	13.02%	\$148.26
B. P&E Activities								
P&E Activities			\$0		\$0		%	\$0
C. Administrative Duties								
Captain (Grant Manager, completing PRs, coordinate enforcement hours, building grant, verify supervisor DARs, Oversight of P&E objectives/performance measures)		6	\$74,210		\$445.26	\$445.26	13.02%	\$57.97
Admin Assistant (completion of monthly stats, entering DARs into spreadsheets and Access Database, send data to finance for RUPR and maintain records for future audits)		6	\$25,520		\$153.12	\$153.12	19.22%	\$29.43
Lieutenants (Coordinate staffing, verify DARs, shift supervision)		4	\$63,260		\$253.04	\$253.04	13.02%	\$32.95
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$11,991.48	\$851.42	\$12,842.90		\$1,681.64
Category	TxDOT	%	Match	%	Total			
Salaries	\$11,991.48	93.37%	\$851.42	6.63%	\$12,842.90			
Fringe Benefits	\$0	0.00%	\$1,681.64	100.00%	\$1,681.64			
Breakdown of Fringe Percentages: SWORN: 1.45% Medicare, 11.57% TMRS CIV: 1.45% Medicare, 11.57% TMRS, 6.2% SS Details of regular time, if included in any of the above hours. All administrative hours are done as straight time. All enforcement hours are done as time-and-a-half.								

TRAVEL AND PER DIEM : STEP ENFORCEMENT MILEAGE - 300

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	1202108	\$36,109.00	3	\$12,329.88	\$15,490.54	34640	\$1.15
Vehicle 2	1202117	\$36,109.00	3	\$12,198.06	\$13,185.49	34537	\$1.08
Vehicle 3	1202113	\$36,109.00	3	\$14,177.13	\$13,148.17	34387	\$1.14
Vehicle 4	1202109	\$36,109.00	3	\$15,866.63	\$15,263.54	33965	\$1.27
Vehicle 5	1202107	\$36,109.00	3	\$13,300.78	\$13,795.91	29584	\$1.32

Average Operational Cost of the Vehicle Per Mile \$1.19

Number of Miles Proposed

400 **TOTAL \$476.00**

	Amount	Percentages
TxDOT	\$0	0.00%

City of Garland Police Department

STEP - IDM - 2024

Match	\$476.00	100.00%
Total	\$476.00	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$11,991.48	\$851.42	\$12,842.90
(200)	Fringe Benefits	\$0	\$1,681.64	\$1,681.64
	Category I Sub-Total	\$11,991.48	\$2,533.06	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$476.00	\$476.00
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$476.00	\$476.00
Total Direct Costs		\$11,991.48	\$3,009.06	\$15,000.54
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$11,991.48	\$2,533.06	\$14,524.54
	Total Direct Costs	\$0	\$476.00	\$476.00
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$11,991.48	\$3,009.06	\$15,000.54
	Fund Sources (Percent Share)	79.94%	20.06%	

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IMPAIRED DRIVING MOBILIZATION GRANT IN THE AMOUNT OF \$15,000.54; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the Garland City Council hereby accepts a Texas Department of Transportation Selective Traffic Enforcement Program Impaired Driving Mobilization Grant in the amount of \$15,000.54 for the purpose of enforcing Driving While Intoxicated violations during the following four (4) separate enforcement waves:

- (1) Christmas/New Year's Wave - December 13, 2023 to January 1, 2024;
- (2) Spring Break Wave - March 7, 2024, to March 24, 2024;
- (3) Independence Day Wave - June 21, 2024, to July 7, 2024; and
- (4) Labor Day Wave - August 16, 2024, to September 2, 2024.

Section 2

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

PASSED AND APPROVED this the 7th day of November 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: November 6, 2023

Item Title: 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) and Memorandum of Understanding (MOU)

Submitted By: Jeffrey Bryan, Chief of Police

Strategic Focus Areas: Safe Community

ISSUE

The Director of the Bureau of Justice Assistance (BJA) has made funds available to units of local government under the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) program for the purpose of reducing crime and improving public safety. The Garland Police Department is eligible to apply to BJA for an estimated direct award of \$56,868.00 under this grant program. However, the Attorney General of the State of Texas has certified Garland as a disparate jurisdiction, thereby requiring us to enter into an agreement to share a portion of these funds with Dallas County. Currently, the agreement is for the City of Garland to share 30%, or approximately \$17,060.40, with Dallas County, which results in an award to the City of Garland in the amount of approximately \$39,807.60. From this amount, there will be a mandated 7% Administration Fee which is to be paid to the City of Dallas as they have been designated as the area grant manager for all involved entities. The resulting estimated net award to the City of Garland will be approximately \$37,021.07.

The execution by the City Manager of a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding (MOU) with the City of Dallas is required in order to obtain funding for the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) program.

OPTIONS

1. Authorize submission of the grant application and approve the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG).
2. Disapprove submission of the grant application and do not approve the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG).

RECOMMENDATION

Staff recommends that Council approve the submission of the application to the Bureau of Justice Assistance and approve the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG).

Unless otherwise directed by Council, this item is scheduled for formal consideration at the November 7, 2023 Regular Meeting.

BACKGROUND

This will be the sixteenth year that the Garland Police Department has applied for funds under the new JAG program. The Bureau of Justice Assistance (BJA) has replaced the Edward J. Byrne Memorial State (Byrne Formula) and the Local Law Enforcement Block Grant (LLEBG) with the Justice Assistance Grant. The joining of the two grants allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The Garland Police Department received the following grant awards from JAG over the past five years.

2018- \$34,764.70
2019- \$34,799.86
2020- \$31,287.71
2021- \$35,142.87
2022- \$35,628.58

CONSIDERATION

The Justice Assistance Grant should provide \$37,021.07 in funding. At the conclusion of the allotted time period, any unallocated funds must be returned to the federal government. Funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

Attachments

Edward Byrne Grant

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF AN APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR A GRANT UNDER THE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; 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 apply to, and subsequently accept a grant from the Bureau of Justice Assistance under the 2023 Edward Byrne Memorial Justice Assistance Grant Program, for an estimated net amount of \$37,021.07.

Section 2

That the Garland City Manager is hereby authorized to execute a Funds Sharing and Fiscal Agency Agreement for the 2023 Edward Byrne Memorial Justice Assistance Grant Program ("JAG"), agreeing that the City of Dallas will administer and distribute the JAG funds pursuant to the JAG program and establishing the funding disbursements, reporting procedures, and other requirements for participation in the grant.

Section 3

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

PASSED AND APPROVED this the 7th day of November, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND

City Council Work Session Agenda

4. a.

Meeting Date: November 6, 2023

Item Title: Regional Mobility Update

Submitted For: Paul Luedtke, Transportation Director , Transportation Department

Summary:

Regional Mobility Update

Michael Morris and Ceason Clemons will provide an update to the council on regional projects relevant to the City of Garland.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. b.

Meeting Date: November 6, 2023

Item Title: 2019 Bond Program - Status Update

Submitted By: Laura Dunn, Capital Project Management Director

Summary of Request/Problem

Staff will brief Council on progress to date in implementing the 2019 Bond Program.

Recommendation/Action Requested and Justification

For informational purposes only.

Attachments

Bond Program Update 2023



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2019 Bond Program Update

City Council Work Session ▪ November 6, 2023



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2019 Bond Program



PROPOSITION A:
Streets
\$122,250,000



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



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



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



PROPOSITION E:
Libraries
\$21,000,000



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



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



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



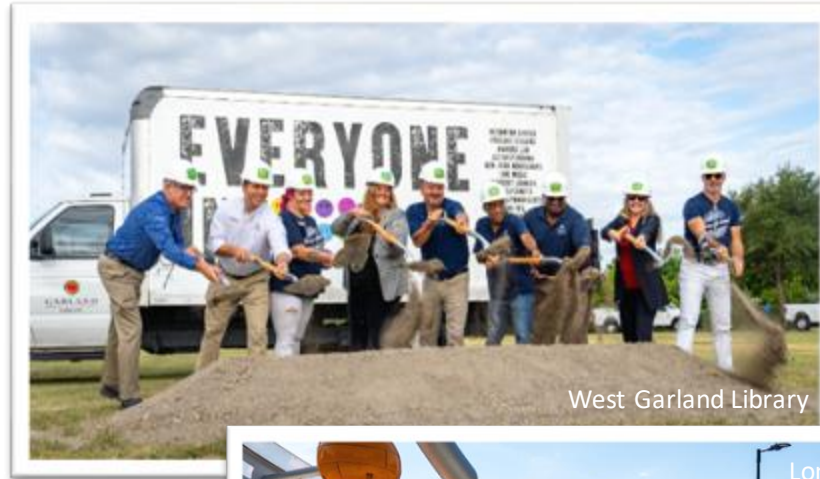
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Build Garland Day

July 22, 2023



Tinsley Park Playground



West Garland Library



Holford Recreation & Neighborhood Aquatic Center



Lon Wynne Park Playground and Splash Pad



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Downtown Square





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Downtown Square



Downtown Square Ribbon-Cutting



Cultural Arts designation by
Texas Commission on the Arts

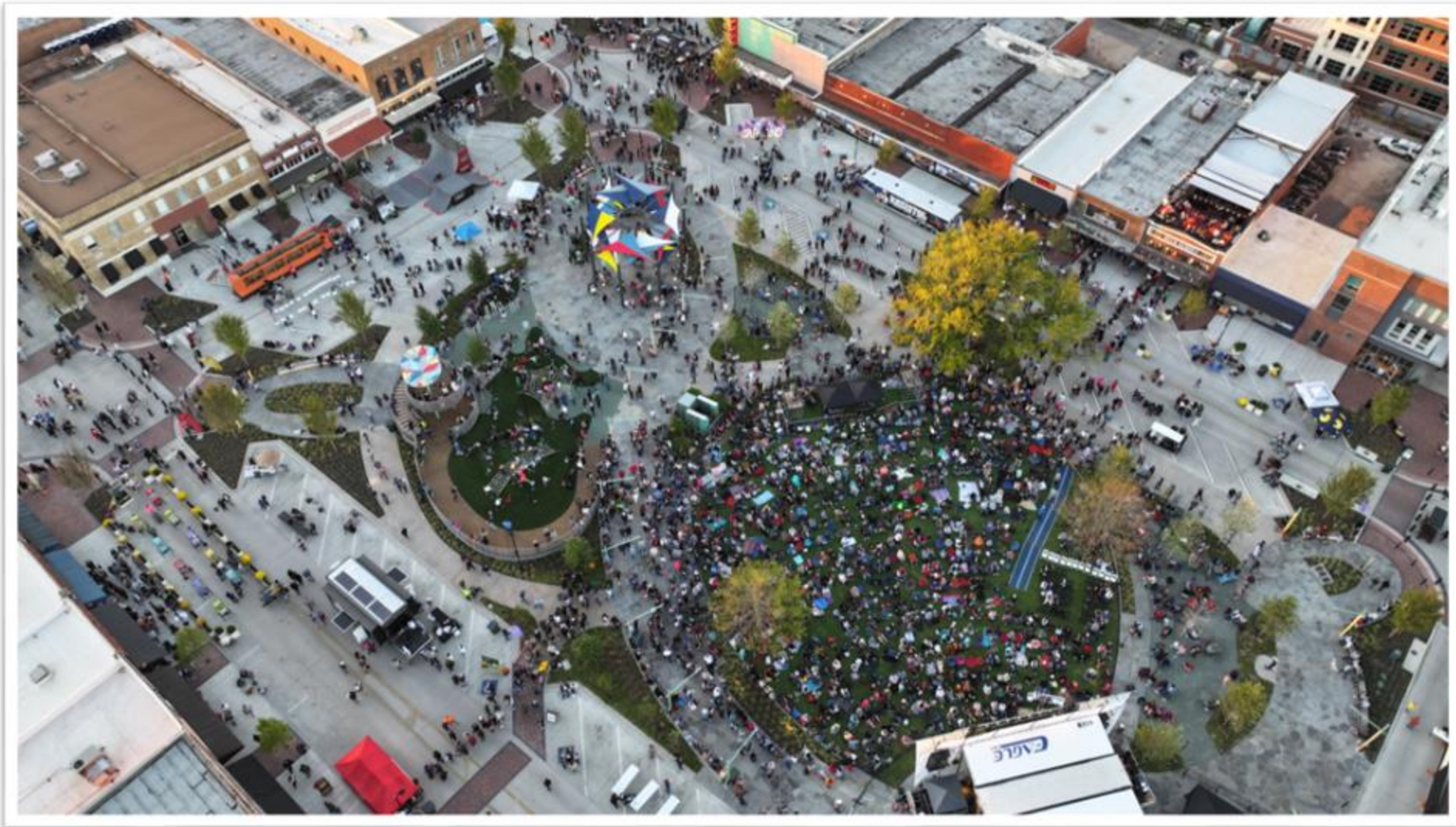


Seven (7) Garland Mayors



Mighty Owl Marching Band

Downtown Square Ribbon-Cutting



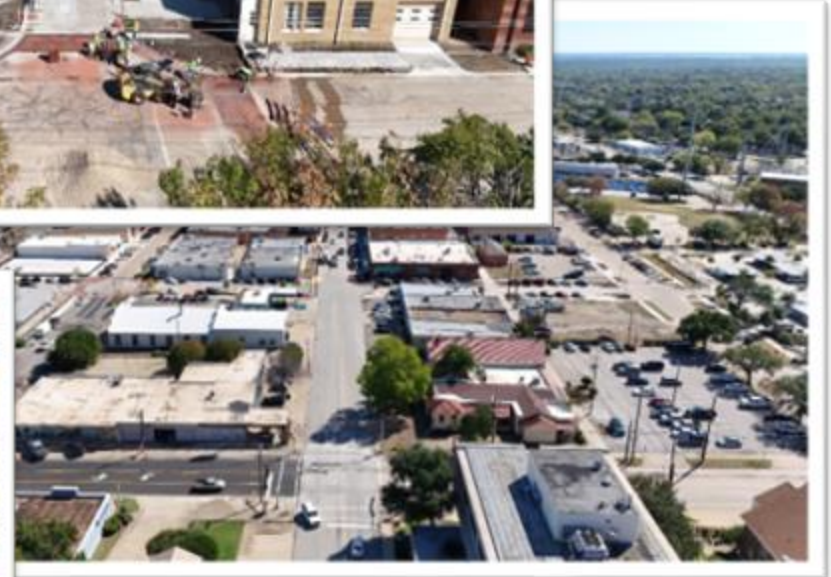


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Downtown Streetscapes



- ✓ 85% complete
- Anticipated completion – Spring 2024





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Public Engagement



- ✓ Naaman Forest Connector Trail – August 22
- ✓ Shiloh Road (Kingsley to Miller) – August 24
- Storm Drainage Projects – November 28



Naaman Forest Connector Trail - Open House at North Garland Library



Shiloh Road Open House at The Atrium



Storm Drainage Improvements



Country Club Park Estates

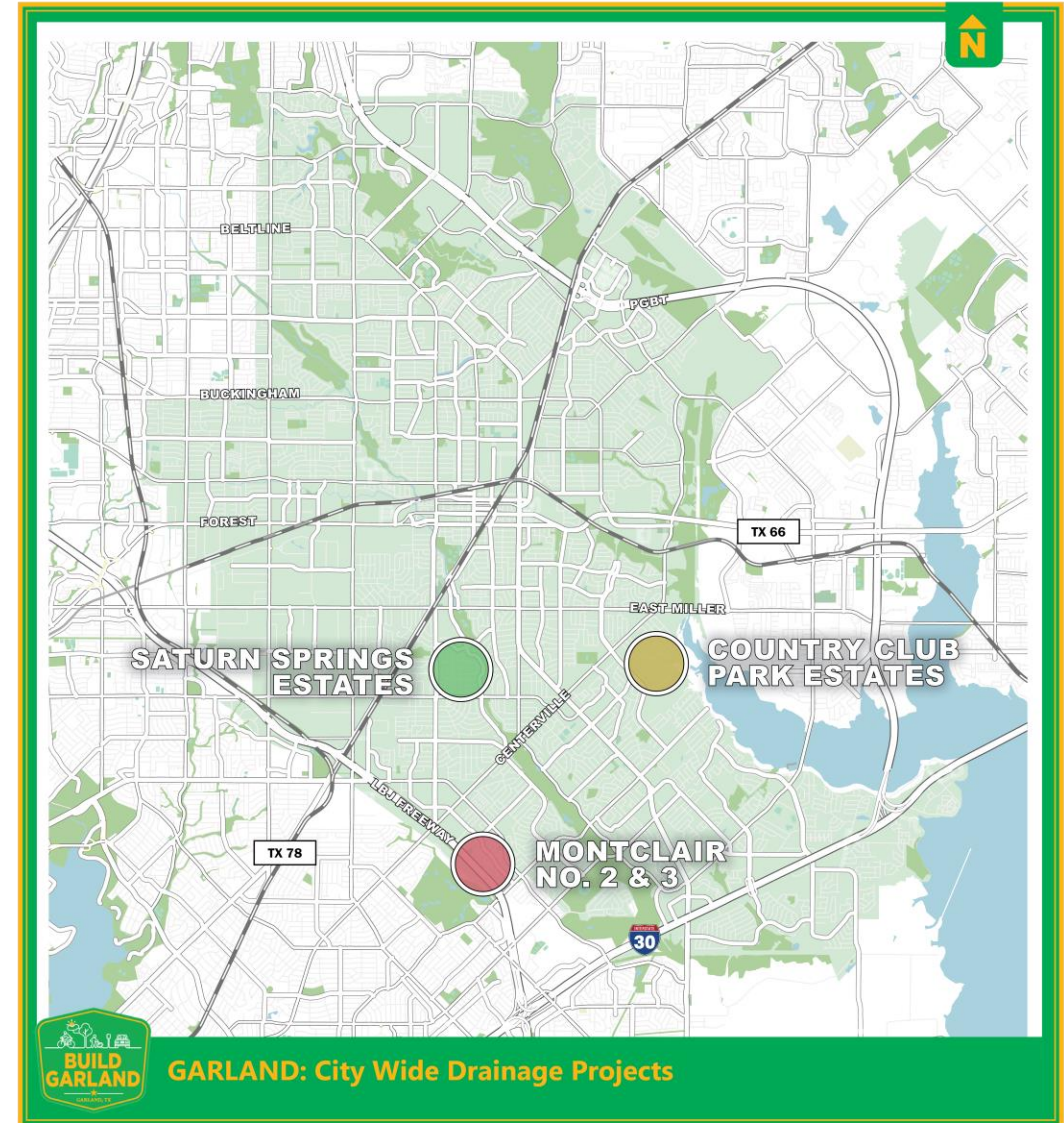
- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Construction – anticipated to start Fall 2024

Montclair No. 2 and No. 3

- ✓ 60% design submittal – complete
- ✓ 90% design submittal – complete
- Final design review – underway
- Construction – anticipated to start Summer 2024

Saturn Springs Estates

- ✓ 30% design submittal – complete
- 60% design submittal – underway
- Construction – anticipated to start Spring 2025

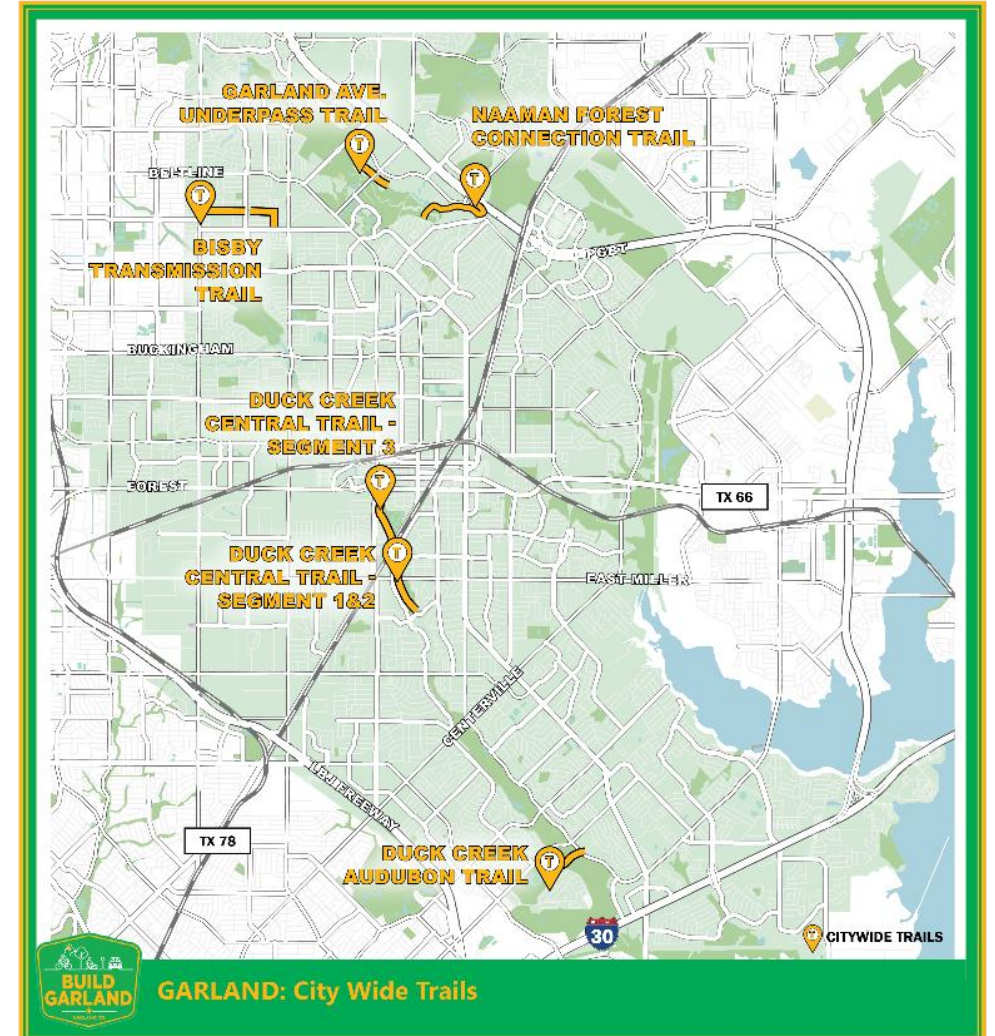




Trail Development Program



- ✓ Bisby Transmission Trail – Complete
- Duck Creek Central Trail
 - ✓ Segment 1 (Phase 1 of Rick Oden) – Complete
 - ✓ Segment 2 (Phase 2 of Rick Oden) – Complete
 - Segment 3 (Miller to Avenue F) – Design underway
- Garland Avenue Underpass Trail – Design underway
- Duck Creek Audubon Trail – Design underway
- Naaman Forest Trail Connection – Design underway



Trail Development Program Project Map

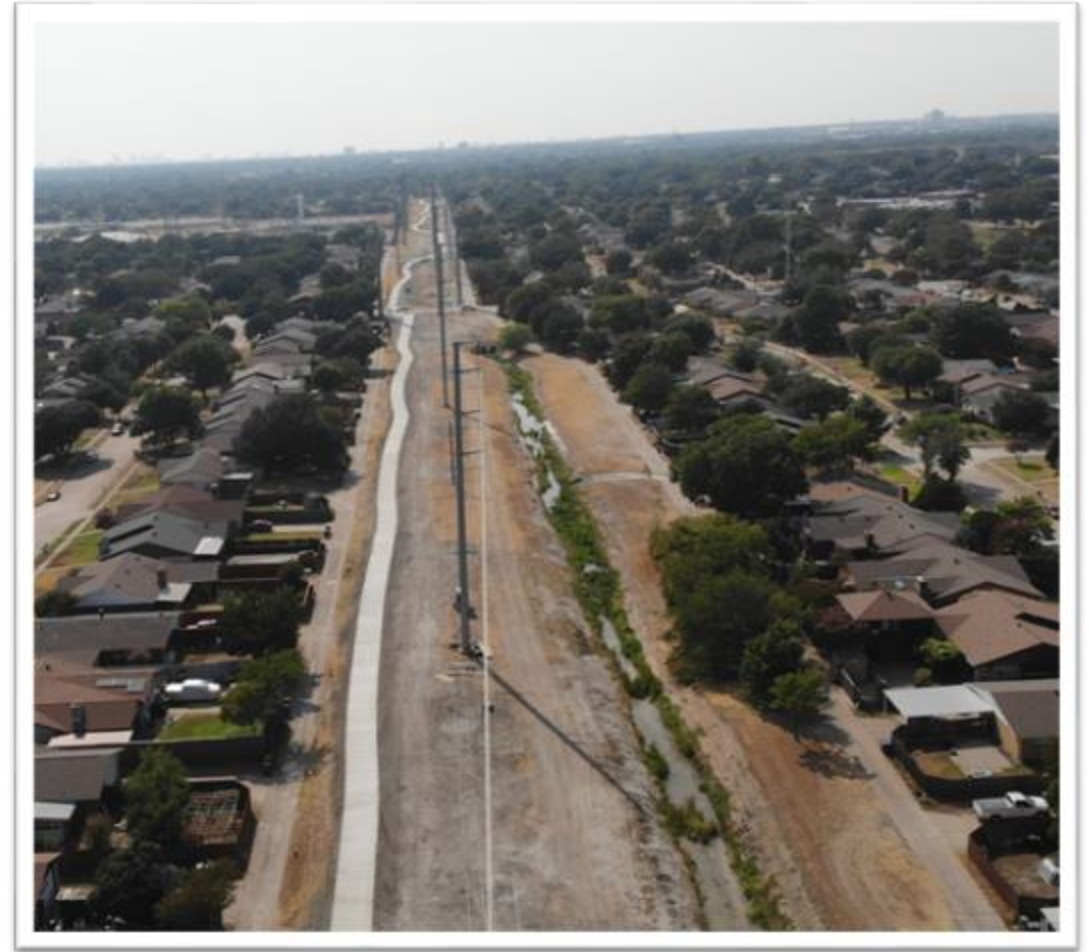


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Bisby Transmission Trail



Construction progress photos - August 2023



Bottleneck Improvements Program



Package 1

- ✓ Design – complete
- ✓ Bidding for Construction – complete
- Construction – underway, completion anticipated Fall 2024

Package 2

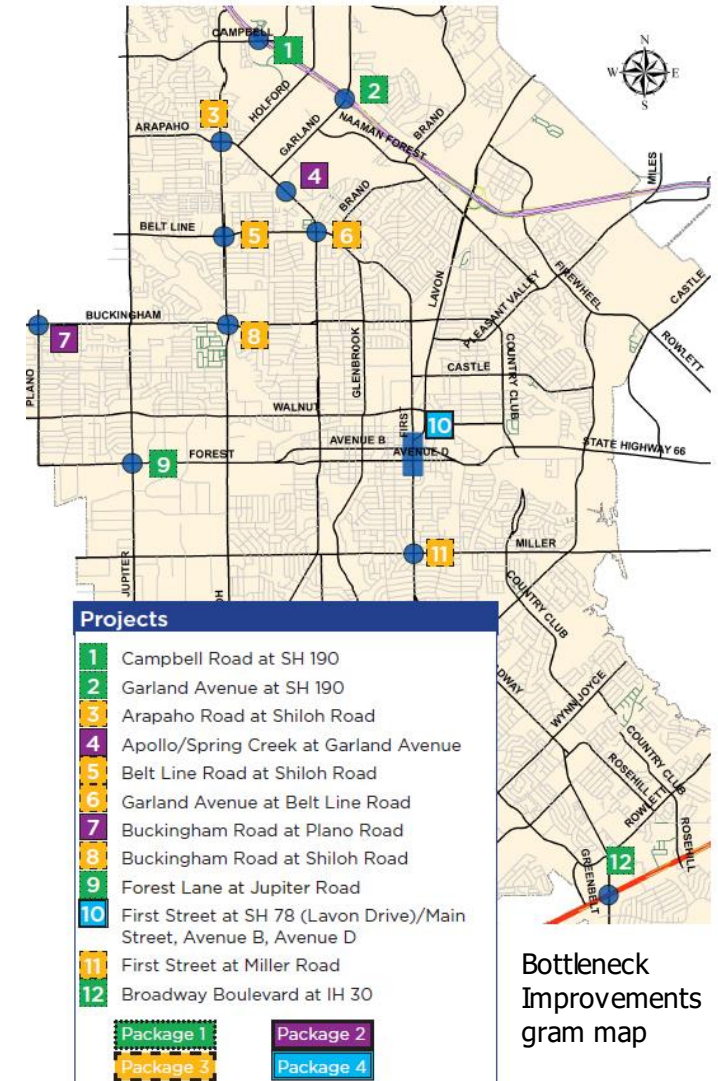
- ✓ Design – complete
- R.O.W. acquisition – underway
- Bidding for Construction – anticipated to start early 2024

Package 3

- ✓ Design – complete
- R.O.W. acquisition – underway
- Bidding for Construction – anticipated to start early 2024

Package 4

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



Bottleneck Improvements Program map

Bottleneck Improvements Program – Package 1



Intersection of
Campbell Road
at SH190

Intersection of
Garland Road
at SH190

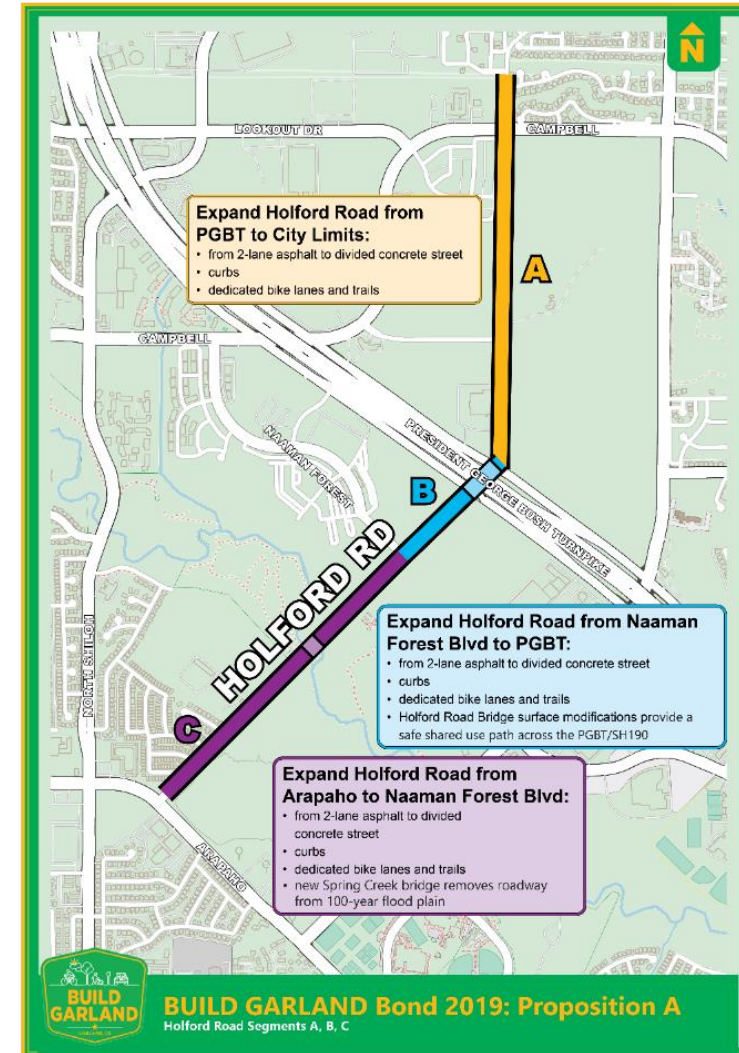




Holford Road

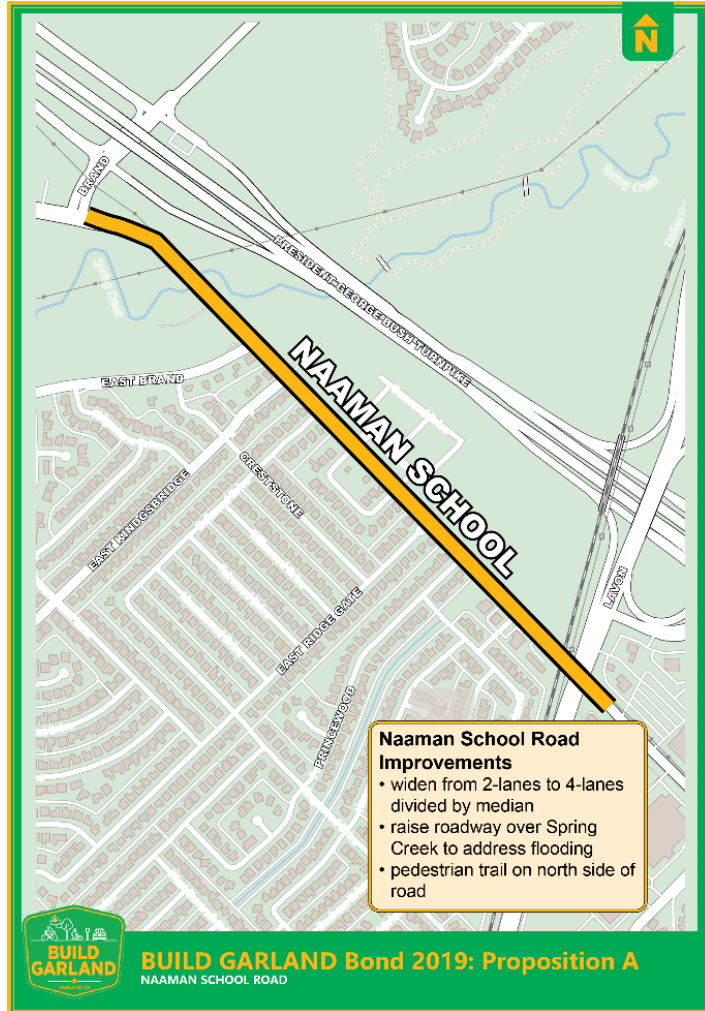


- ✓ Design – complete
- ✓ Franchise utility relocations – complete
- ✓ Permitting and agreements – complete
- ✓ Bidding for Construction – contract awarded July 2023
- Construction – underway, completion anticipated Summer 2025





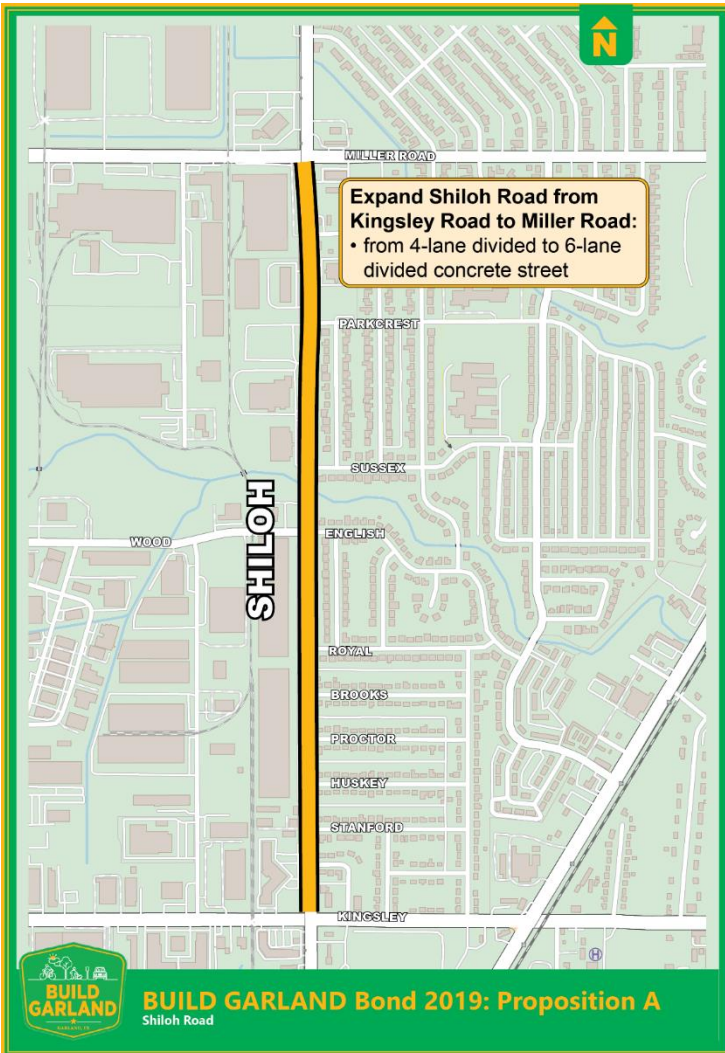
Naaman School Road



- ✓ Design – complete
- Franchise utility relocations – underway
- Permitting and agreements – underway
- Bidding for Construction – anticipated early 2024
- Construction – anticipated Summer 2024



Shiloh Road (Kingsley to Miller)



- ✓ Design contract – awarded
- ✓ Advanced funding agreements – approved
- ✓ 30% design submittal – complete
- ✓ Open house held August 24
- ✓ Public input / comment solicitation – complete
 - 60% design submittal – underway
 - Bidding for construction – anticipated Fall 2025



Fire Stations



Fire Station 6

- ✓ Design – complete
- ✓ Groundbreaking – September 2022
- Construction – underway, anticipated to take 14-16 months; completion anticipated late 2023 / early 2024

Fire Station 7

- Design – initiating Fall 2023

Fire Station 1

- ✓ 90% design submittal – complete
- Bidding for construction – anticipated late 2023





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Fire Station 6



Conceptual rendering

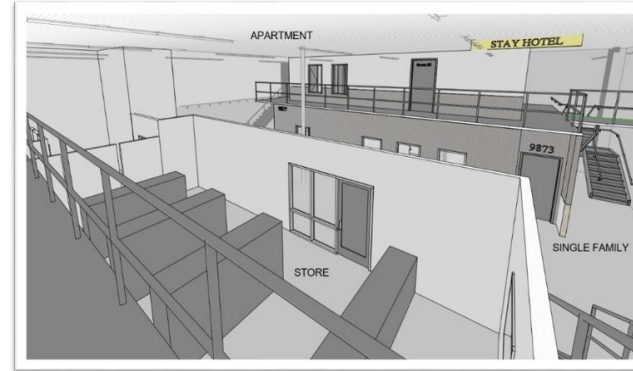


Construction progress photos



- Reality Based Training and Range Improvements

- ✓ Design – complete
- ✓ Bidding for construction – complete
- Construction – underway, anticipated completion Spring 2024



Reality Based Training conceptual rendering

- Security Improvements

- ✓ Perimeter Fence – complete
- Interior remodel
 - ✓ Design - complete
 - Bidding for construction – anticipated late 2023

Perimeter Fence pre-construction



Perimeter Fence – construction progress photo



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Street Department Facility



- ✓ Bidding for construction – complete
- ✓ Construction contract – awarded February 2023
- Construction – underway
- Opening – anticipated Summer 2024



Construction progress photos – October 2023

- ✓ Design – complete
- ✓ Construction contract – awarded April 2023
- Construction – underway
- Construction completion – anticipated late 2024
- Grand Opening – anticipated early 2025





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West Garland Library



- ✓ Design – completed March 2023
- ✓ Bidding for construction – completed May 2023
- ✓ Groundbreaking – completed Summer 2023
- Construction – underway
- Construction completion – anticipated late 2024
- Grand Opening – anticipated early 2025



Conceptual design rendering



Construction progress photos

North and South Garland Libraries

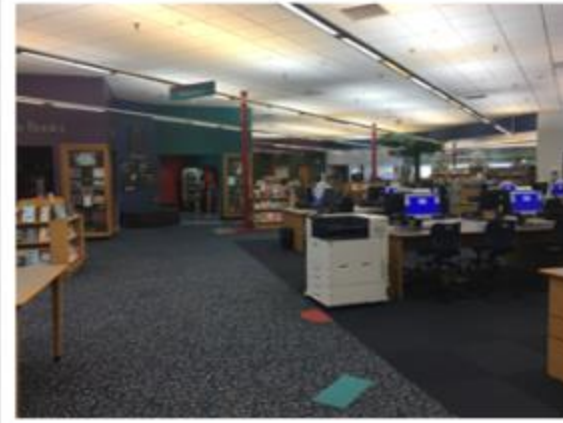


- Scope: interior modernizations and upgrades
- Design – initiating

North Garland Library



South Garland Library



Playground Replacement Program



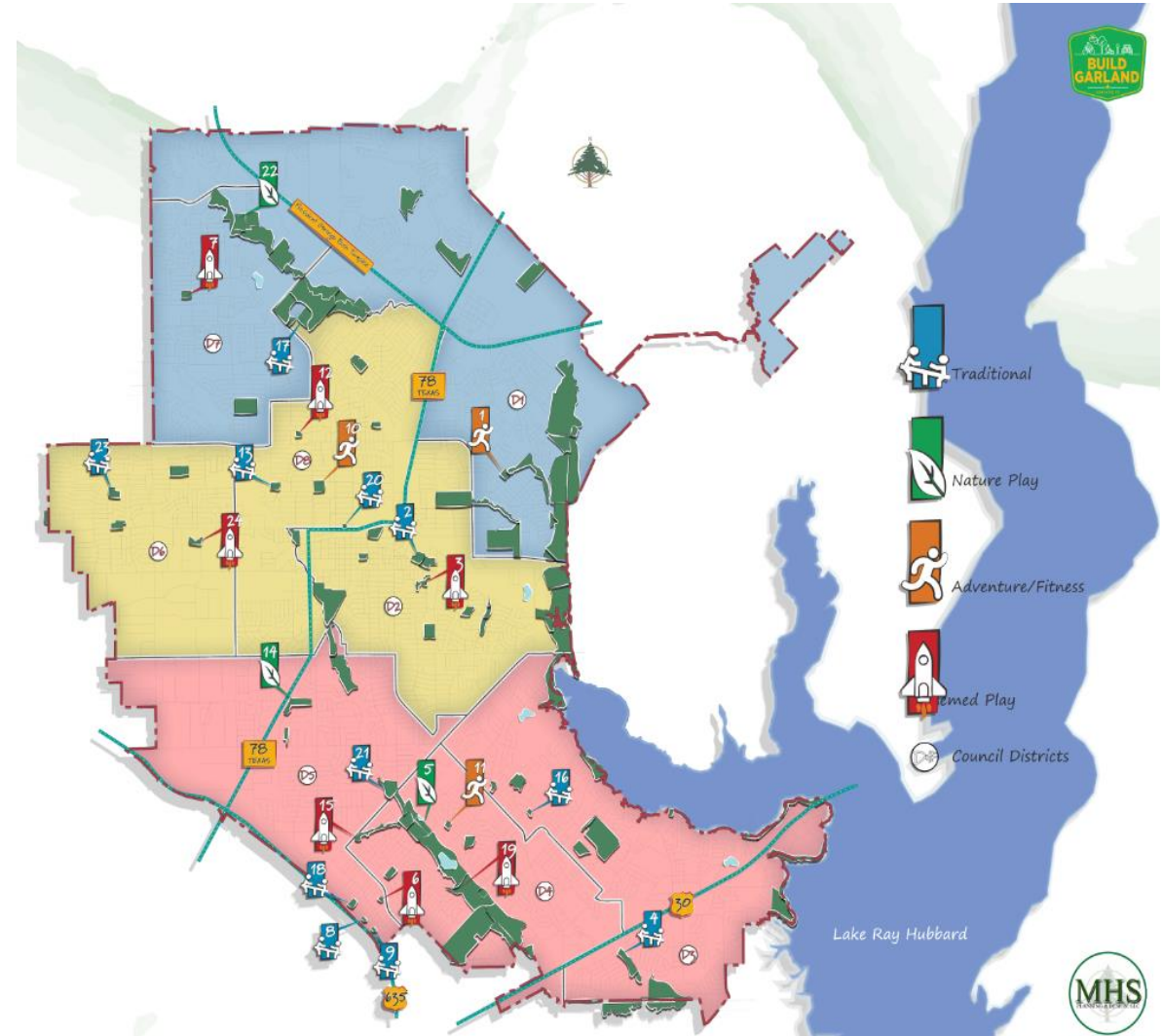
1
2
3

- ✓ Bob Hall Park
- ✓ Lou Huff Park
- ✓ Douglas Park
- ✓ Oaks Branch Park
- ✓ Duck Creek Greenbelt
- ✓ Dorfman Park
- ✓ Harold R. Bisby Park
- ✓ Grissom Park
- ✓ Edward White Park

- ✓ John J. Cullom Park
- ✓ Peavy Park
- ✓ Alamo Park
- ✓ Winters Softball Complex
- ✓ Meadowcreek Branch Park
- ✓ Betsy Ross Park
- ✓ Independence Park

- ✓ M.G. (Jerry) Carter, Sr. Softball Complex
- ✓ Woodland Park
- ✓ Spring Creek Greenbelt - Fred E. Harris Section
- ✓ Lon L. Wynne Park*
- ✓ Tinsley Park
- ✓ Yarborough Park
- ✓ Armstrong Park
- Lottie Watson Park*
- ✓ Montgomery Park

*Park includes additional improvements



Playground Replacement Program map



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Watson Park

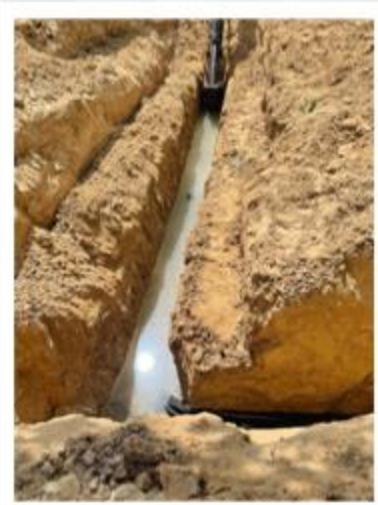


- Construction – underway
 - ✓ New Futsal court with shade
 - ✓ Soccer field improvements
 - ✓ Playground replacement
 - ✓ New permanent restroom
 - ✓ New parking lot
 - ✓ Resurfaced basketball court
 - Splash pad – construction underway
- Grand opening – coming soon!

Gatewood Pavilion and Parking Lot

- Renovations to include:
 - Pavilion improvements
 - Parking lot
 - Accessible sidewalk connections and pathways
 - Permanent restroom building

- ✓ Design – complete
- Construction – underway, anticipated completion late 2023



Gatewood Pavilion - conceptual renderings



Gatewood Pavilion – construction progress



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Hollabaugh Recreation Facility



- ✓ Groundbreaking – September 2022
- Construction – underway
- Opening - anticipated Spring 2024



Construction progress photos - September 2023

Holford Recreation Center & Aquatics Facility



- ✓ Design – complete
- ✓ Bidding for construction – complete
- ✓ Groundbreaking - July 2023
- Construction – underway
- Opening – anticipated mid-2025

Holford Recreation Center & Aquatics Facility



Holford Recreation Center & Aquatics Facility



Construction progress photo – view of future recreation center, parking, and sports courts



Construction progress photo – view looking to the northwest of future basketball and pickleball courts, parking lot



Surf & Swim



- ✓ Conceptual design – complete
- ✓ 60% design – complete
- 90% design – underway
- Bidding for construction – anticipated early 2024



Surf & Swim



Admin/Ticketing/Party Room/First Aid/Public Restrooms/Concessions conceptual rendering (rear)



Admin/Ticketing/Party Room/First Aid/Public Restrooms/Concessions conceptual rendering (front)



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Garland Senior Activity Center



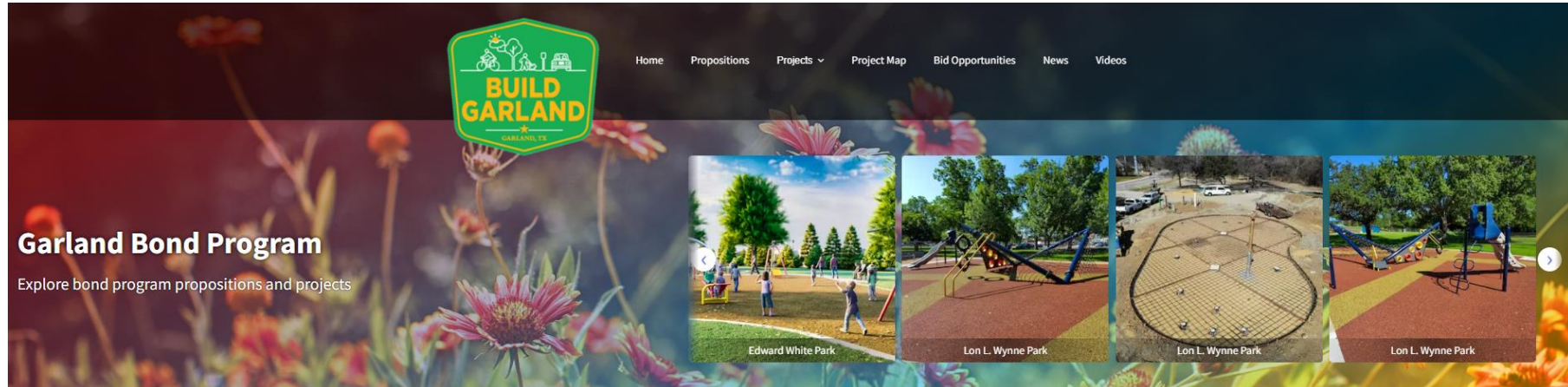
- ✓ Design contract – awarded
- ✓ Demolition of existing building
- ✓ Public engagement and focus groups – complete
- ✓ Programming phase – complete
- ✓ Schematic design phase – completed Fall 2023
- Design phase – completion anticipated Fall 2024






Garland Senior Activity Center





Garland Bond Program
Explore bond program propositions and projects

Home Propositions Projects Project Map Bid Opportunities News Videos



Edward White Park

Lon L. Wynne Park

Lon L. Wynne Park

Lon L. Wynne Park

Propositions

Select a proposition to explore its projects and details



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



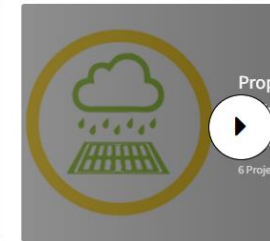
Proposition H:
Animal Shelter
\$12,000,000
2 Projects



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



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



Proposition C:
Water & Sewer
\$100,000,000
6 Projects



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Questions?

Laura Dunn, PMP

Capital Project Management Director

Project Management Office





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

5. a.

Meeting Date: November 6, 2023

Item Title: Board and Commission Appointment

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Animal Services Board

- Ashley Thompson

Recommendation/Action Requested and Justification

Attachments

Ashley Thompson Application



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Application for City of Garland Boards/Commissions/Committees/Charter Review Board/Bond Committee

Return completed application to City Secretary's Office, 290 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: 10/24/2023

Name: Ashley Thompson

Phone:

Address: 1001 Peace Rose Ave

Phone:

City, State, Zip: Garland, TX 75040

Email:

Resident of Garland for 3.5 years Resident of Texas for 41 years

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

Have you ever been convicted of a felony? Yes No

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

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

I have worked in the animal welfare field for 10 years. I am currently the Animal Services Manager for the City of McKinney. I have worked for the City of Plano and Richardson as well as an Animal Services Officer.

If you have previously served on a City Board or Commission, please specify and list dates of service.
I am currently on the Animal Services Advisory Board for the Collin County Shelter.

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

What is your educational background?

I have a Bachelor's Degree for Animal Science from Texas A&M University. I am currently attending Master's classes through UTD for a Master's Degree in Public Administration.

What is your occupational experience?

I worked at the SPCA of Texas from 2013 - 2015. I then became an Animal Services Officer for the City of Plano for 6 years. I then worked for the City of Richardson as an Animal Services Officer for 10 months. I am currently the Animal Services Manager for the City of McKinney and have worked for McKinney for a year.

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

Board or Commission of first, second and third choice:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Animal Services Board | <input type="checkbox"/> Garland Cultural Arts Commission | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Garland Youth Council ** | <input type="checkbox"/> Plan Commission * |
| <input type="checkbox"/> Citizens Environmental and Neighborhood Advisory Committee | <input type="checkbox"/> Library Board | <input type="checkbox"/> Senior Citizens Advisory Committee |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Standards Board | <input type="checkbox"/> Unified Building Standards Commission |
| <input type="checkbox"/> Community Multicultural Commission | <input type="checkbox"/> Bond Committee | |

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current <input type="checkbox"/>	Past Due <input type="checkbox"/>	Date Appointed <input type="text"/>
Utility Account Status	Current <input type="checkbox"/>	Past Due <input type="checkbox"/>	Appointed By <input type="text"/>
CSO Suit/Claim Filed	Yes <input type="checkbox"/> No <input type="checkbox"/>		Date Notified <input type="text"/>
Clerk Signature & Date <input type="text"/>			Disclosure Form Filed <input type="text"/>



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

5. b.

Meeting Date: November 6, 2023

Item Title: Boards and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator II

Summary of Request/Problem

Mayor Scott LeMay

- Glenna Saygidia - Community Multicultural Commission

Recommendation/Action Requested and Justification

Attachments

Glenna Saygidia - CMC



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
OCT 20 2023
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees/Charter Review Board/Bond Committee

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

Please Type or Print Clearly:

Date: 10-16-23

Name: GLENNA SAYGIDIA Phone: [REDACTED] [REDACTED]
(Home)

Address: 1509 PARKVIEW DR Phone: _____
(Other)

City, State, Zip: GARLAND, TX 75043 Email: [REDACTED]

Resident of Garland for 21 years Resident of Texas for 49 years

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

Have you ever been convicted of a felony? Yes No

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

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

I AM KOREAN AMERICAN. I GREW UP IN A MILITARY TOWN WITH A LOT OF DIFFERENT ETHNICITIES. I VOLUNTEER WITH A DIVERSE GROUP CURRENTLY. I DON'T KNOW, REALLY, WHAT QUALIFIES ME, BUT I WOULD LOVE TO BE PART OF A GROUP THAT CAN BE OPEN MINDED, LEARN ABOUT EACH OTHER AND BETTER THE CITY. If you have previously served on a City Board or Commission, please specify and list dates of service.

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

I VOLUNTEER FULL TIME AT OUR LOCAL FOOD PANTRY. I VOLUNTEER FOR MEAL ON WHEELS AS A DRIVER DELIVERING FOOD TO SENIORS. MY FAMILY & I LOVE FINDING WEEKEND EVENTS LIKE THE TRICITY CLEAN UP, FEED THE CITY, HUNGER BUSTERS, ETC. I PARTICIPATED IN THE GARLAND CITIZENS FIRE ACADEMY & POLICE ACADEMY.

What is your educational background?

HIGH SCHOOL

What is your occupational experience?

RESTAURANT BUSINESS
FOH POSITIONS & MANAGEMENT

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

Glenna R Saygidia

Board or Commission of first, second and third choice:	
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Property Standards Board
<input type="checkbox"/> Bond Committee	<input type="checkbox"/> Parks and Recreation Board
<input type="checkbox"/> Charter Review Board	<input type="checkbox"/> Plan Commission
<input type="checkbox"/> Citizens Environmental and Neighborhood Advisory Committee	<input type="checkbox"/> Senior Citizens Advisory Committee
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Unified Building Standards Commission
<input checked="" type="checkbox"/> Community Multicultural Commission	<input type="checkbox"/> Tax Increment Finance #1 Downtown Board
<input checked="" type="checkbox"/> Garland Cultural Arts Commission	<input type="checkbox"/> Tax Increment Finance #2 South Board
<input type="checkbox"/> Garland Youth Council**	<input type="checkbox"/> Tax Increment #3 Board
<input type="checkbox"/> Library Board	

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FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current <input checked="" type="checkbox"/>	Past Due _____	Date Appointed _____
Utility Account Status	Current <input checked="" type="checkbox"/>	Past Due _____	Appointed By _____
CSO Suit/Claim Filed	Yes _____ No <input checked="" type="checkbox"/>		Date Notified _____
Clerk Signature & Date	<u>Courtney Vanover</u>		Disclosure Form Filed _____

10.23.23