



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Duckworth Building, Goldie Locke Room

217 North Fifth Street

Garland, Texas

October 3, 2016

5:30 p.m.

DEFINITIONS:

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

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

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

**[Public comment will not be accepted during Work Session
unless Council determines otherwise.]**

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. Written Briefings:

a. Bio-Tel Interlocal Agreement

Council is requested to consider entering into a one year Interlocal Agreement in the amount of \$90,929.52 with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services to act as medical control for Garland Fire Department's Emergency Medical Services (EMS). Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 3, 2016 Regular Meeting.

b. Neighborhood Vitality Matching Grant

Council is requested to review the Neighborhood Vitality Matching Grant applications. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18, 2016 Regular Meeting.

c. Consider approval of the Garland Cultural Arts Commission, Inc. Annual Budget and authorize execution of the Hotel Occupancy Tax Program Management Agreement

Staff is seeking Council approval of the 2016-2017 Budget of the Garland Cultural Arts Commission, Inc. (GCACI), and authorization for the City Manager's execution of the "Hotel Occupancy Tax Program Management Agreement" between the City of Garland and the GCACI. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 3, 2016 Regular Meeting.

2. Regular Item:

a. Roadway and Water Impact Fee Study

Staff will present an overview of Impact Fees and the Roadway and Water Impact Study. At the October 3, 2016 Regular Meeting, the City Council will consider scheduling a future public hearing to review and consider approval of updated Land Use Assumptions, Roadway and Water Impact Fee Capital Improvement Plan, and a Maximum Roadway and Water Impact Fee.

3. Discuss Appointments to Boards and Commissions

Council Member David Gibbons

- Ozair Ali - Garland Youth Council

4. Consider the Consent Agenda

A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.

5. Announce Future Agenda Items

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

6. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 1. a.

Meeting Date: October 3, 2016

Item Title: Bio-Tel Interlocal Agreement

Submitted By: Mark Lee, Fire Chief

Council Goal: Consistent Delivery of Reliable City Services

ISSUE

Consider whether to enter into a one year Interlocal Agreement, in the amount of \$90,929.52, with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services to act as medical control for Garland Fire Department's Emergency Medical Services (EMS).

OPTIONS

1. Authorize the City Manager to execute an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services to act as medical control for Garland Fire Department's EMS.
2. Do not authorize the City Manager to execute an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services to act as medical control for Garland Fire Department's EMS.

RECOMMENDATION

Staff recommends Option 1: Authorize the City Manager to execute an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System for Bio-Tel Services to act as medical control for Garland Fire Department's EMS. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 3, 2016 Regular Meeting.

BACKGROUND

Dallas County Hospital District d/b/a Parkland Health & Hospital System (Parkland) delivered a final copy of an Inter-local Agreement (ILA) in mid-September of 2016. The original was submitted and reviewed by the City of Garland City Attorney's office as to form. There were suggestions made and Parkland incorporated the suggestions into the final ILA.

The current agreement in place for Medical Direction is through an ILA with the City of Dallas Fire Department. That agreement is a two year agreement commencing October 1, 2015 and expiring September 30, 2017. That agreement has a termination clause allowing a thirty day written notice by either party. The City of Dallas wishes to terminate said agreement and have entered into a direct ILA with Parkland. That notice from the City of Dallas has been received by City of Garland Fire Department. The date on the notice is September 08, 2016 thereby ending the current agreement effective October 08, 2016.

The financial background in this new ILA with Parkland is based on population estimates and number of Emergency Medical Service (EMS) calls. There are 12 member cities in the Parkland medical direction system known as Bio-Tel. The total population of those 12 cities is based on the 2012 North Central Texas Council of Government's Annual Census Estimates. That total population is 2,060,540. Garland's 2012 population estimate of 228,060 represents 11.07% of the total member city population. Of those member cities the total EMS run volume is 272,747 as provided by the University of Texas Southwestern Medical School database. Garland EMS calls are approximately 17,000 and represent 6.23% of the total call volume.

Agency	Population	Population %	EMS Runs	Run %
Bio-Tel System	2,060,540	100%	272,747	100%
City of Garland	228,060	11.07%	17,000	6.23%

The ILA pricing is structured into two components. Online medical direction and off-line medical direction. The on-line pricing is calculated using the above information. The total expenses to operate the on-line portion of the Bio-Tel system are \$854,982.73. Two-thirds of those expenses are determined by a percentage of population for the member city compared to the overall member city population. The remaining third is determined by the percentage of total EMS calls for the member city. Using this information the total population cost is \$569,988.487 and total calls is \$284,994.243. Garland Fire Department's costs would be 11.07% of the population cost and 6.23% of the call volume costs. These calculations yield a total cost to the City of Garland Fire Department for on-line medical control of \$80,849.52.

The off-line medical control is calculated by the minimum physician hours per month with the member city. This is stratified based upon the range of EMS calls. The Garland Fire Department would be in the 15,000 – 30,000 calls per year range calling for a minimum of six contact hours average per month, or 72 hours per year at a cost of \$10,080. The base cost is calculated at \$140/hour. Additional hours will be billed at \$180/hour.

EMS Runs	Base Hours	Costs
< 1 K	3	\$5,040
1 - 7 K	4	\$6,720
7 - 15 K	5	\$8,400

15 - 30 K	6	\$10,080
30 - 50 K	7	\$11,760

The total ILA pricing for the annual agreement is \$90,929.52.

CONSIDERATION

The City of Garland uses Bio-Tel Services to provide medical control for Emergency Medical Services. Some of the current on-line functions of Bio-Tel include:

1. 24/7/365 availability of "one stop shopping" for EMS problem resolution for EMS agency personnel by highly trained and experienced Bio-Tel nurses and paramedics.
2. 24/7/365 availability of on-line clinical consultation for paramedics and EMS supervisors by highly training and experienced Bio-Tel nurses, paramedics, emergency physicians and EMS faculty.
3. Assistance with decision-making for specialty hospital destination.
4. Hospital notification of routine and critical patient transports.
5. Assistance with determining the appropriate destination when area hospitals report high volume and clinical advisories related to overcrowding and/or resource availability.
6. Mass Casualty Incident ("MCI") transport coordination including patient distribution, hospital polling for resources, hospital notification and communication with critical EMS system elements.
7. Social Work Program.
8. Critical Incident Stress Management ("CISM") activation.
9. Emergency Legal Assistance Program ("ELAP").
10. Member Injury Advocacy Program ("MIAP").

Some of the off-line services that Bio-Tel provides include:

1. An Emergency Medical Services System Medical Director who has the ultimate responsibility for all clinical aspects of the EMS system and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
2. Assist the City with the review and response to any clinical or operational complaint, concerns, unusual occurrence, or commendations brought to the attention of the City regarding EMS.
3. Assist with the development and implementation of a comprehensive EMS Quality Management Plan.

4. Assist with the development, implementation, and evaluation of EMS quality improvement activities.
5. Educate and train the City's EMS providers on all Bio-Tel Treatment Guidelines and Protocols.
6. Serve as a physician liaison to other healthcare providers.
7. Attend regular or ad hoc meetings at the request of the City's leadership.
8. Assist in the development or provision of specialized education and training for the City's providers.
9. May take on additional responsibilities or projects as requested by the City's Fire Chief.

Attachments

Bio-Tel Interlocal Agreement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, a Municipal Corporation, located in Dallas County, Texas ("CITY").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND contracts with The University of Texas Southwestern Medical Center ("UT SOUTHWESTERN") for certain physician and other services that are a part of the BioTel/EMS System, including the provision of certain off-line services, including, but not limited to, training, protocol development, and policy development; and

WHEREAS, PARKLAND desires to contract with the CITY for the sale of BioTel/EMS System services and the CITY desires to purchase from PARKLAND the BioTel/EMS System services; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide medical direction for the CITY's emergency medical services, and shall provide a prehospital emergency medical direction system known as BioTel/EMS System or "BIOTEL," hereinafter called the "Services."

2. The Services are to be performed according to acceptable standard medical practices and to conform to the Scope of Service for On-line and Off-line Medical Control for the BioTel/EMS System ("Scope of Services") attached hereto as Exhibit A.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose the CITY's protected health information (PHI) for any purpose. However, the parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. After receipt by PARKLAND, the PHI received by PARKLAND belongs to PARKLAND.

2. As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.
COORDINATION

1. All Services under this Agreement shall be coordinated under, and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Chief of the Fire Department of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise

respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV. PAYMENT

1. The Agreement term is one (1) year. Total payments by the CITY during the Agreement term shall not exceed NINETY THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND FIFTY-TWO CENTS (\$90,929.52), which amount (or a portion thereof where Agreement term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Agreement. Payment shall be made upon execution of this Agreement.

V. TERM

1. The term of this Agreement shall commence on October 1, 2016, and terminate on September 30, 2017, unless sooner terminated in accordance with the provisions of this Agreement. Upon expiration of this Agreement term, the Agreement will continue on a month to month basis until a new Agreement between the parties is executed, unless terminated by either party with thirty (30) days written notice.

VI. INDEPENDENT CONTRACTOR

1. PARKLAND's status and the status of all physicians, nurses, paramedics, and other medical personnel performing work related to the BioTel/EMS System shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII. INDEMNIFICATION

1. PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or

damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.

2. The CITY shall give PARKLAND prompt notice of any matter covered by Subsection VII.1 above, and shall forward to PARKLAND every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VII.1 above.

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

4. The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

5. PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall forward to the CITY every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VIII.4 above.

6. The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act.

8. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII.
TERMINATION

1. The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice

IX.
NOTICES

All notices, communications and reports under this Agreement shall be mailed or delivered to the respective parties as follows:

To: PARKLAND
Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd., Dallas, Texas 75235
Attention: Executive Vice President & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd., Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: CITY
The City of Garland
1500 Highway 66, Garland, Texas 75040
Attention: Chief, Fire Department

With copy to: CITY
The City of Garland
200 North Fifth Street, Garland, Texas 75040
Attention: City Secretary

X.
MISCELLANEOUS

1. This Agreement is entered into subject to the Charter and ordinances of the City of Garland, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4. This Agreement can be revised at any time by mutual consent of the parties and shall be revised by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

5. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

6. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

EXECUTED as of this the ____ day of _____, 2016, by CITY and GARLAND, TEXAS.

GARLAND, TEXAS

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: _____
City Attorney

By: _____

Name: _____

By: _____
City Manager

Title: _____

Date: _____

EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the BioTel/EMS System

I. On-line Medical Direction

A. Staffing

1. Nurse staffing provided continuously 24/7/365

- a. In addition to continuous nurse staffing 24/7/465, double coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
- b. Coordinates in-time on-line medical direction.

2. Physician staffing continuously 24/7/365

- a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the BioTel/EMS System shall be known as the BioTel/EMS Medical Director.
- b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel/EMS System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel/EMS System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BIOTEL operation.
- c. BIOTEL physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
- d. When requested, BIOTEL presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.

3. Miscellaneous

- a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel program
- b. The BIOTEL program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload. Efficiency of the system shall be maintained by PARKLAND administration. A nurse or paramedic shall monitor the radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
- c. All RNs and paramedics assigned to the BIOTEL program shall undergo initial training and ongoing training including the role of BIOTEL and EMS in the community. They will review and be tested on the BioTel/EMS Treatment Guidelines and Policies and are instructed in proper communication procedures relating to the BIOTEL equipment
- d. When notified by field personnel, BIOTEL staff shall assist as needed in contacting a hospital to which a critical, priority patient is en-route, and provide that hospital with pertinent data concerning the patient.
- e. BIOTEL staff shall be responsible for assisting other medical personnel in emergency situations. BIOTEL RNs shall follow established BIOTEL RN Treatment Guideline Options according to the needs of the patient. The BIOTEL staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
- f. BIOTEL staff shall ensure the proper functioning of all contracted BIOTEL equipment.
- g. Personnel assigned to BIOTEL shall utilize the current BioTel/EMS Treatment Guideline and Policy Manual enacted for the functioning of the BioTel/EMS System. PARKLAND may modify the BioTel/EMS Treatment Guideline and Policy Manual provided, however, that both the CITY and PARKLAND mutually agree upon any material changes to these procedures, unless otherwise required by law, rule, regulation, and all other applicable governmental agencies and accrediting organizations having jurisdiction over PARKLAND. PARKLAND shall make the BioTel/EMS Treatment Guideline and Policy Manual available to the CITY.

- h. BIOTEL staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel/EMS System Medical Director.
- i. BIOTEL staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BIOTEL staff will also maintain revisions to the BioTel/EMS Treatment Guidelines and Policies and perform other tasks as needed under the direction of BIOTEL Management. A copy of the statistical report will be furnished to the CITY quarterly
- j. The BIOTEL Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BIOTEL medical control.

B. Additional Services

1. Social Work Program

- a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.

2. Emergency Legal Assistance Program

- a. Will provide an on-call attorney licensed to practice law in the State of Texas.
- b. The Attorney will be:
 - (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
 - (2) On-call twenty-four (24) hours /day, seven (7) days a week.
 - (3) Expected to provide an alternate in case of his/her absence.

3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BIOTEL staff consistent with BIOTEL policy.

- a. The Team will provide supplies necessary for field amputation

- b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.

4. Bloodborne Pathogen Exposure Tracking

- a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing and subsequent follow-up with Dallas County Health Department.

5. Data collection including CITY call volume, types of BIOTEL calls, frequency and type of physician consultation, numbers of patients for whom BIOTEL is notified/contacted received by area hospitals, resource overload based on the report from North Texas Trauma Regional Advisory Committee (NCTTRAC), Emergency Legal Assistance Program, Specialty Team Activation, Trauma diversion, and any other data collection requested by CITY.

6. Maintenance of the BioTel room and facilities, and the records involving On-line Medical Control for the BioTel/EMS System, shall be provided by PARKLAND. The BioTel/EMS System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel/EMS System office and facilities.

- C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel/EMS System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BIOTEL Medical Director

- a. Have the ultimate responsibility for all clinical aspects of the EMS System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
- b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for an Associate EMS Medical Director to be available in his/her place.
- c. Assign to CITY an Associate Medical Director who shall serve as CITY's day-to-day Medical Director.

2. BIOTEL Associate Medical Director

- a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
- b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence ("UO") or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
- c. Work with the CITY's EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
- d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.
- e. Ensure that the CITY provides reality-based training for its EMS providers.
- f. Interact outside of the hospital setting with the CITY's EMS providers.
- g. Educate and train CITY's EMS providers on all BIOTEL Treatment Guidelines and Policies.
- h. Serve as the physician liaison to other healthcare providers in the CITY.
- i. Be notified of all significant on-duty illness or injury to CITY EMS providers. The Associate Medical Director shall serve as the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers' medical advocate and shall advise the CITY's EMS leadership of the status of the CITY EMS providers' illness or injury.

B. Additional Services

1. May attend regular or ad hoc meetings at the request of the CITY's leadership.
2. May assist in the development or provision of specialized education and training for the CITY's providers.
3. May serve as a consultant to the CITY's 911 Communications Center. The Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center's leadership. In addition, the Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.

4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.
5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne pathogens are state-of-the art. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.
8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel/EMS System Medical Director.

C. Hours and Rates

1. The minimum number of hours provided to CITY for off-line medical direction will be Six (6) hours.
2. Additional hours for off-line medical direction will be provided at an hourly rate of \$180.00 per hour.

Business Associate Addendum
to
Interlocal Agreement

This Business Associate Addendum to the Interlocal Agreement (the “Addendum”), effective October 1, 2016 (the “Effective Date”), is entered into by and between The City of Garland (“Covered Entity”) and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, (“Business Associate”).

RECITALS

This Addendum amends the Interlocal Agreement by and between Business Associate and Covered Entity, made and entered into effective the 1st day of October, 2016 (the “Agreement”) by adding the provisions set forth herein, which are fully incorporated into and made a binding part of the Agreement.

Under the Agreement, Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time (“PHI”)).

The parties desire to amend the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 (“Privacy Rule”) and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 (“Security Rule”) (collectively, the Privacy Rule and the Security Rule are referred to herein as the “HIPAA Rules”); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”).

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions,

activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to

Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by Covered Entity or the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of “minimum necessary,” i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate’s policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate’s Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate’s permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws.

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B) when such services are required pursuant to the Agreement between the parties.

6. LIABILITY LIMITATIONS. All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without

waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. Term and Termination.

7.1. Term. The term of this Addendum shall be effective as of the Effective Date of the Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. Survival. The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. No Third Party Beneficiary. Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6. Effect of Addendum. Except as amended by this Addendum, the terms and provisions of the underlying Agreement shall remain in full force and effect.

9.7. Supercedure. In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

EXECUTED as of this the ____ day of _____, 2016, by CITY and GARLAND, TEXAS.

GARLAND, TEXAS

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: _____
City Attorney

By: _____

Name: _____

By: _____
City Manager

Title: _____

Date: _____



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 1. b.

Meeting Date: October 3, 2016

Item Title: Neighborhood Vitality Matching Grant

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Council Goal: Safe, Family-Friendly Neighborhoods

ISSUE

Review Neighborhood Vitality Matching Grant applications.

OPTIONS

1. Approve applications as submitted.
2. Approve applications with modifications
3. Deny approval of applications

RECOMMENDATION

The Community Services Committee recommends approval for the applications as submitted by the following 9 neighborhood associations: Estates of Shiloh Ridge HOA, Fall Creek Estates HOA, The Oaks at Firewheel HOA, Oaks at Stoney Creek HOA, Provence at Firewheel HOA, Spring Park HOA, Valley Creek No.1 HOA, Villages of Valley Creek North HOA, and Wellington Run Owners Association. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18, 2016 Regular Meeting.

BACKGROUND

Proposition 6 was approved by Garland voters in May 2004 and included \$5,000,000 for the Neighborhood Vitality Matching Grant Program. Council has previously indicated that funds would be made available annually for neighborhood improvement projects. The Community Services Committee reviewed the applications on September 19, 2016. Preliminary bids obtained by the applicants total \$330,141.07. Of this amount, funding requests total \$222,746.58 with the difference of \$67,666.18 coming from matching funds provided by the applicants.

Costs may vary after awards are made and final bids are received.

CONSIDERATION

1. According to the program guidelines, approximately \$500,000 will be available annually for the grant program. These funds will be appropriated as part of the annual Capital Improvement Program for approved Neighborhood Vitality projects.
2. Staff has reviewed the applications to ensure compliance with the program guidelines. Issues identified during the review process are indicated on the project summary sheets.

Attachments

2016 Fall - Application Summaries Attachments

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Estates of Shiloh Ridge

Project Name: Shiloh Road Beautification with Tree and Irrigation Installation

Project Location: Shiloh Rd between Collins Rd and Arapaho

Total Project Cost:	\$ 46,949
Requesting Amount:	\$ 37,559
Neighborhood Match:	\$ 9,390
Match %:	20%

Project Summary:

- Installation of new irrigation system along Shiloh Rd.
- Plant Dwarf Crepe Myrtle Trees along Shiloh Rd.

Project Impact:

- By beautifying the entrance of our neighborhood, we add “curb appeal” to the entire neighborhood. Beautiful foliage will add visual warmth and help hide the aging brick wall on the east border of our neighborhood.

Staff Comments:

- Per recommendation from GP&L, they chose to use Dwarf Crepe Myrtle trees.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Fall Creek Estates HOA

Project Name: Pavilion, Walking Trail, Exercise Stations, Creek Beautification/Erosion Control, Benches, Rainwater Harvesting Stations for Irrigation

Project Location: Pleasant Valley, Autumn Trail, Mossy Glen Ct., Harvest Run

Total Project Cost:	\$ 100,000
Requesting Amount:	\$ 75,000
Neighborhood Match:	\$ 25,000
Match %:	25%

Project Summary:

- Install a multi-purpose pavilion at Overlook Ln. and Ravine Crossing Dr.
- Extend walking path around the creek with decomposed granite.
- Install 4 exercise stations along the walking path.
- Install concrete benches.
- Install rain water harvesting stations for irrigation.
- Clear out brush around creek and install rip rap rock to help prevent erosion and beautify the area along walking path.

Project Impact:

- Fall Creek Estates and Garland residents will become healthier and more productive in the community through exercise, walking, and neighborhood exercise opportunities. Residents can enjoy the enhanced beauty of the greenbelt and attend community events in the new pavilion.

Staff Comments:

- The neighborhood group plans to implement this project in phases over the course of 5 years and they have requested the maximum allowed amount for a 5 year period with this project.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Oaks at Firewheel

Project Name: ROW Enhancement & Beautification

Project Location: SW Corner of Campbell and Brand along the exterior of the screening walls and entrances.

Total Project Cost:	\$ 19,988
Requesting Amount:	\$ 16,989
Neighborhood Match:	\$ 3,000
Match %:	15%

Project Summary:

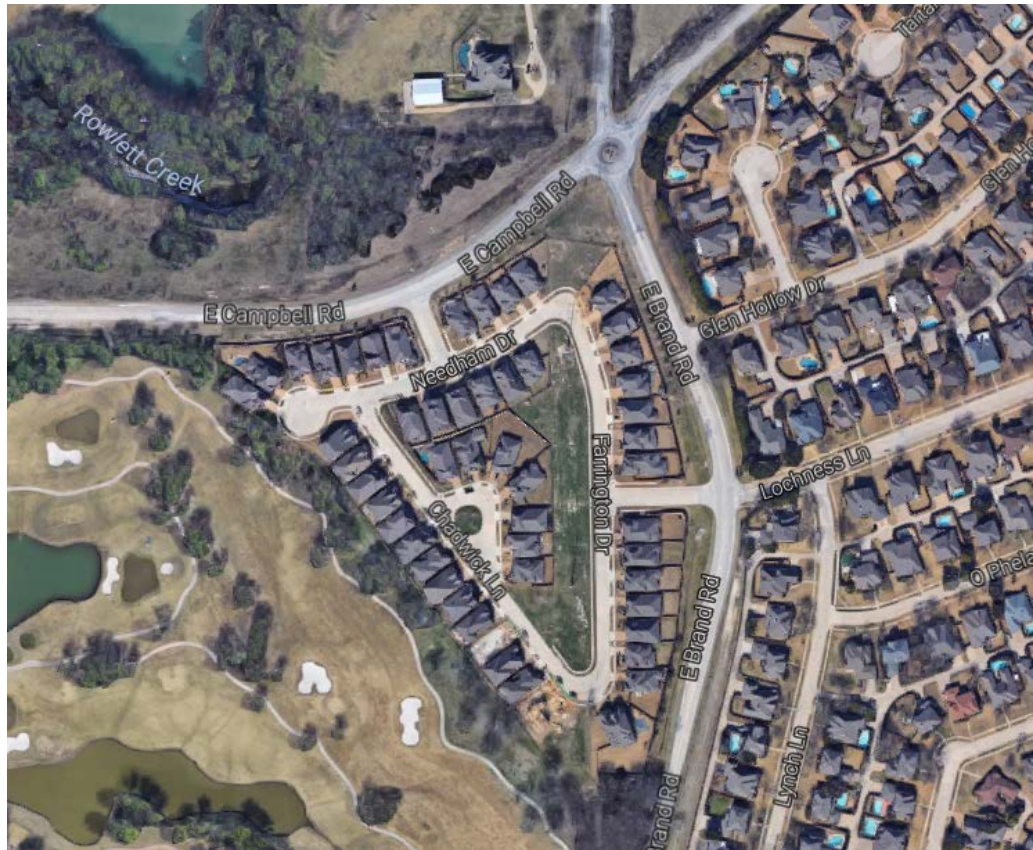
- Landscaping enhancements in ROW using water-wise, drought tolerant plants (crepe myrtles, yucca, pampas grass, etc).

Project Description:

- Our plan focuses on the exterior border of the Oaks and the entrances. Currently, plantings are spotty (some healthy, others not so much) in both borders and entrances. We will leave as many of the healthy plantings as possible and convert in phases to waterwise grasses, shrubs and small trees for as much of the neighborhood as possible. Folks who enter from the Brand Road side of the neighborhood and stop at the stop sign are met with an expanse of neatly mowed weeds in summer; in winter it resembles a lifeless planet with no plant growth. A similar sight appears in front of the wrought iron fence on the northeast border facing the Brand/ Campbell roundabout which has recently been attractively upgraded.

Project Impact:

- There are thousands of community members, visitors, business reps, etc. who travel daily on Campbell and Brand Roads. To present a desirable and marketable appearance of our community the Oaks HOA plans to use environmentally conscious landscaping. This includes using waterwise plantings that require minimal upkeep but remain attractive in appearance.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Oaks at Stoney Creek

Project Name: Landscaping Grass for Beautification of Campbell Rd Corridor

Project Location: Campbell Rd. between Holford and N. Garland Ave

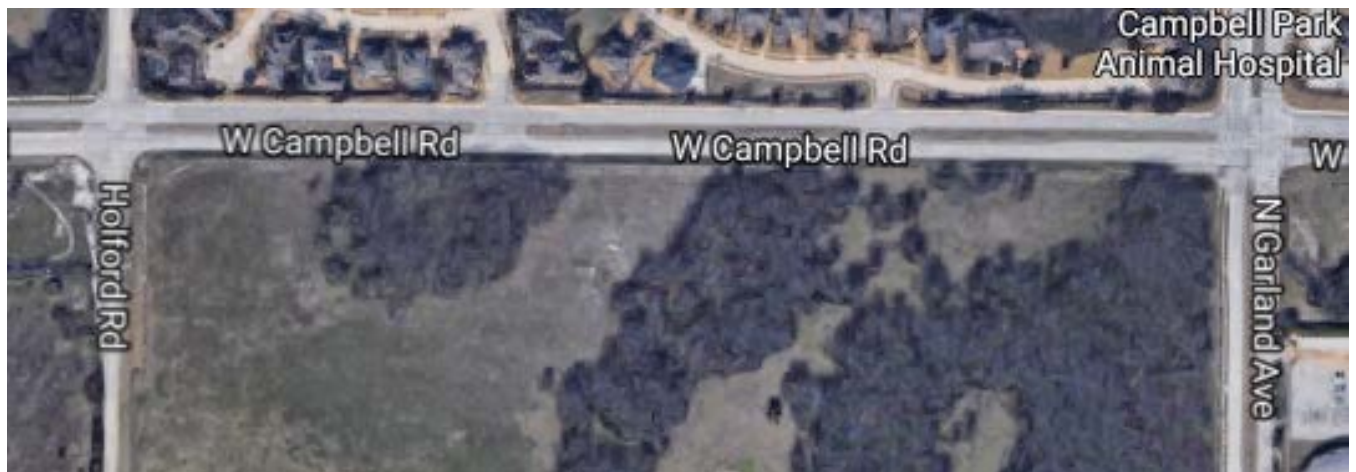
Total Project Cost:	\$ 9,862
Requesting Amount:	\$ 8,875
Neighborhood Match:	\$ 986
Match %:	10%

Project Summary:

- Plant zoysia grass in the common areas along Campbell Rd. only in bare areas.

Project Impact:

- This project will greatly increase the visual appeal along Campbell Road. It will encourage our neighbors to walk around the neighborhood and enjoy the new landscaping. We are an entryway into Garland and our present landscape looks neglected. It does not show pride in our neighborhood and city. Drivers along Campbell will get to enjoy the new landscaping as they drive into the city. As the development continues to the west of us, traffic along Campbell will increase and it will become even more important that we represent Garland favorably.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Provence at Firewheel

Project Name: Tree and Landscaping Boulders Project

Project Location: Chumley Rd., Clack Dr., Holden Ct., Intersection of Provence Blvd & Talley Rd.

Total Project Cost:	\$ 24,837
Requesting Amount:	\$ 21,111
Neighborhood Match:	\$ 3,726
Match %:	15%

Project Summary:

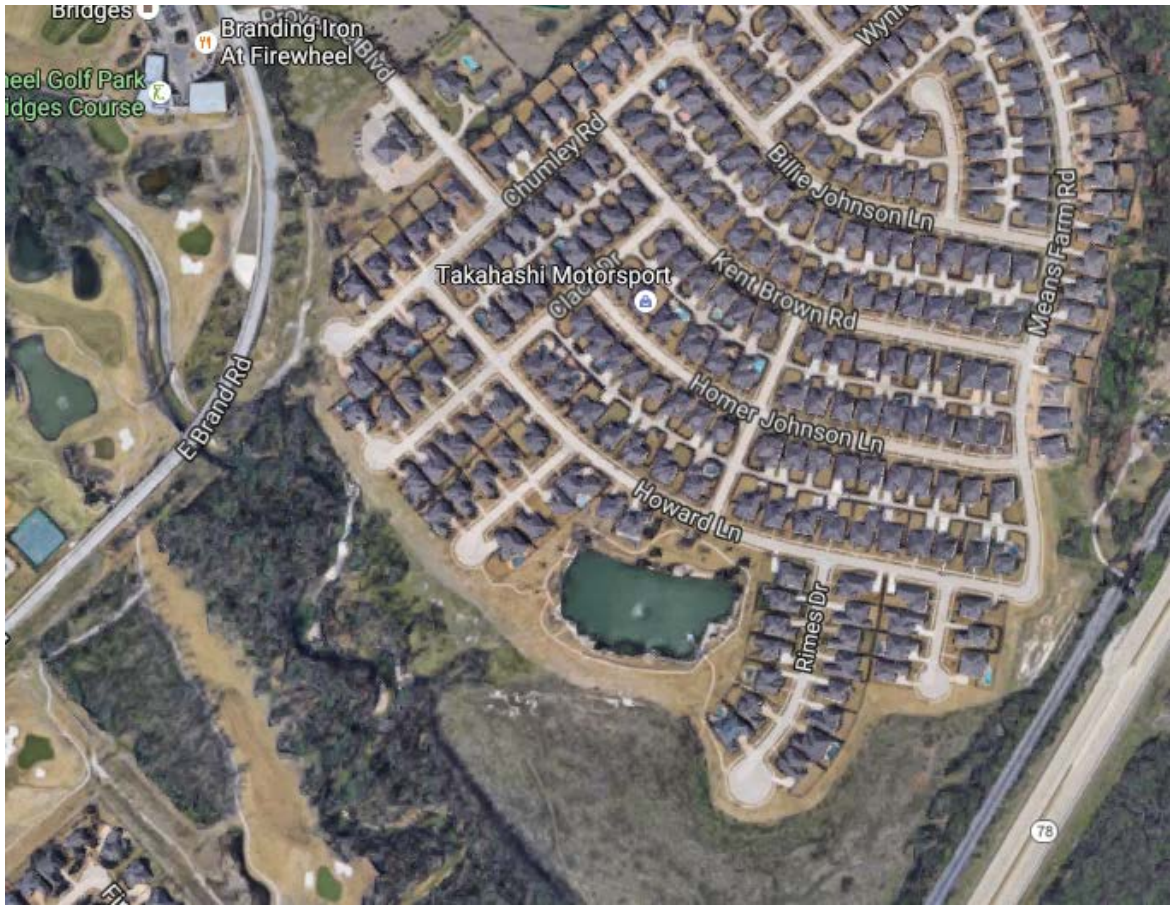
- Install landscaping boulders and additional trees (Shumard Red Oak, Chinese Pistachio and Live Oak) around the cul-de-sacs at Chumley Rd., Clack Dr., and Holden Ct.
- Install bubblers to water the trees from the HOA's sprinkler system.
- Install 1 tree at the entrance of the community on Provence Blvd. at the Talley Rd. intersection.

Project Impact:

- The project will beautify the area and prevent vehicles from driving out into the flood plain area. The project will provide additional safety and reduce damage caused by vehicles (teenagers who hang out in the creek area) driving over the curb.

Staff Comments:

- Cul-de-sacs abut Rowlett Creek and City owned flood plain.
- Installation of boulders and trees will beautify the area and to prevent vehicles from driving into the flood plain area.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Spring Park

Project Name: Entryway Sign, Landscaping, and Parkway/Median Enhancement

Project Location: Spring Park Way, along Jupiter and Clear Springs

Total Project Cost:	\$ 49,661
Requesting Amount:	\$ 39,728
Neighborhood Match:	\$ 9,932
Match %:	20%

Project:

- Neighborhood Entryway Sign at Spring Pkwy and Jupiter.
- Landscaping and median beautification along Spring Park Way to Clear Springs.
- Landscaping consists of new shrubs to screen residential homes, shade tolerant ground cover in bare spots, perennial flower beds along access points and erosion control to retain new plantings.

Project Description:

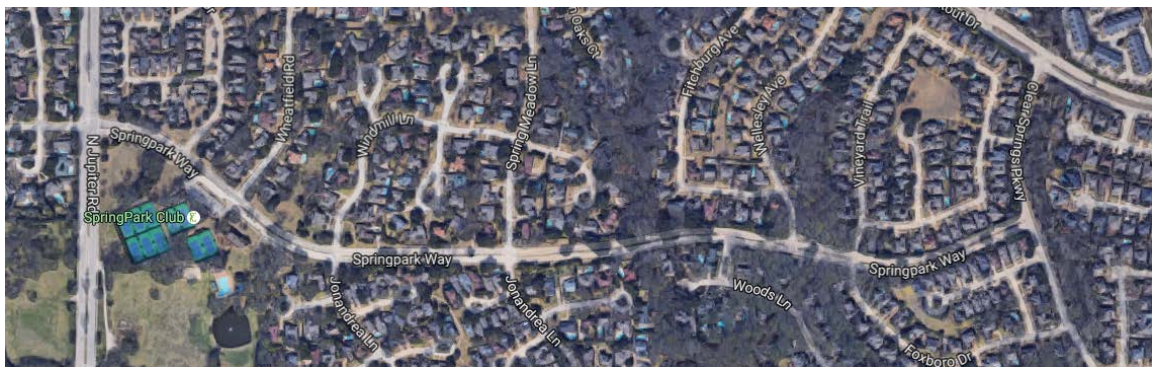
- **Project Part 1 – Entry Sign**
 - The main entrance in to Spring Park is at Jupiter Road and Spring Park Way. At this location there currently are two planter areas, however, no identity sign. The City of Richardson has placed Spring Park identity signs on the Richardson side of Jupiter at Lookout Drive and North Cliffe. When people are coming to Spring Park they are directed to the Richardson neighborhoods (approximately 50 homes). The residents have been requesting an identification sign at the Spring Park Way entrance for years. Due to funding and cost, this has not been feasible.
 - This project would include removing the shrubs from the brick planter on the northeast corner of Jupiter Road and Spring Park Way and installing a cast stone identity sign on the existing brick screen wall. The planters will then be replanted with low growing seasonal color and perennials.
- **Project Part 2 – Spring Park Way Landscape Improvements**
 - Spring Park Way is the main boulevard through the community. It is a divided thoroughfare approximately a mile long. When Spring Park Way was constructed 40 years ago, it was landscaped with street trees and Photina shrubs. Since that time the trees have matured and the Photinas are in decline. The large tree canopies have shaded the median and parkway so grass won't grow. The HOA and neighborhood volunteers have made efforts in the past to try to reestablish landscaping by planting some ground cover and St. Augustine sod. The project will

include installing landscape improvements in the parkway. In advance of this project, the HOA has upgraded the current irrigation system to include drip irrigation in the landscape beds and efficient spray heads in lawn areas.

- This project would include 1) replanting some of the declining Photina shrubs with a more hardy variety of shrubs to screen residential homes, 2) planting shade tolerant ground cover under trees and bare areas where grass won't grow, and 4) repair areas where soil has eroded along existing sidewalk for new plantings.

Project Impact:

- The Entry Sign Project will benefit the neighborhood by identifying the main entrance to Spring Park. This is the entrance to the community center, tennis courts, swimming pool, public areas and over 90% of the homes.
- The Spring Park Way Landscape Improvement Project will reestablish the beautiful boulevard that is the main thoroughfare through the community.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Valley Creek No. 1

Project Name: Common Area Enhancement with Playground/Exercise Equipment and Playing Field

Project Location: Indian Creek Court and Valley Creek Dr. (.6194 Acres)

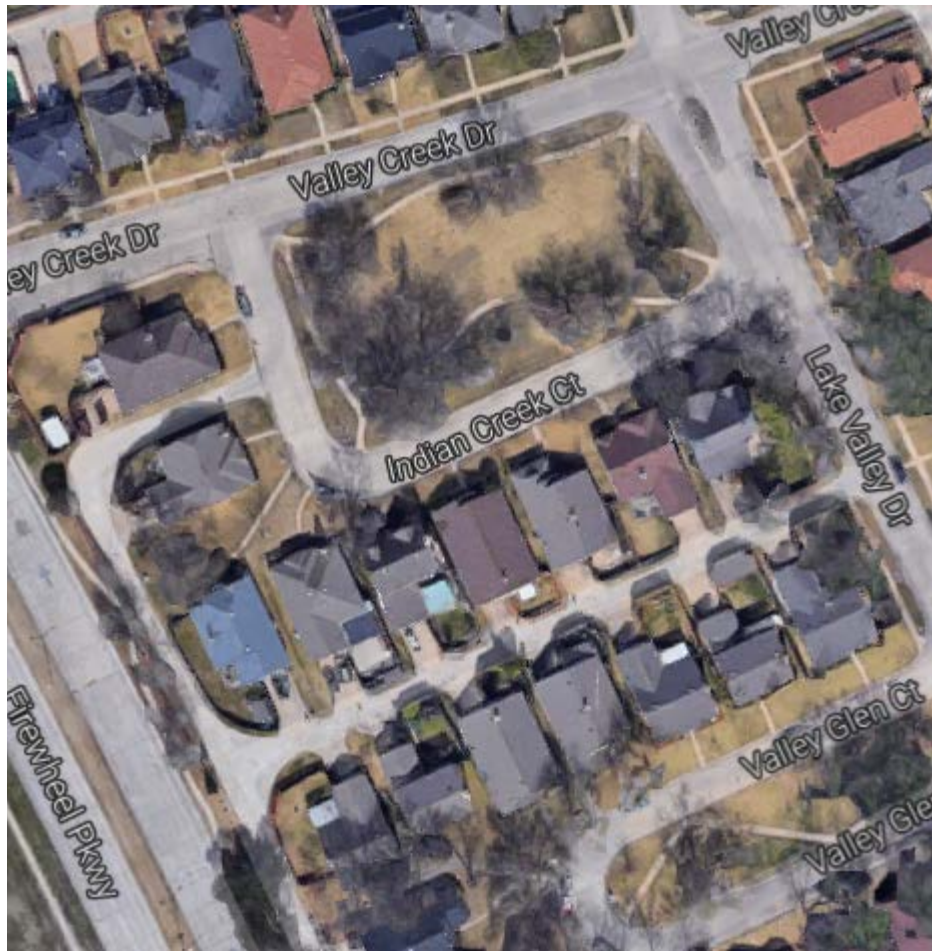
Total Project Cost:	\$ 50,000
Requesting Amount:	\$ 40,000
Neighborhood Match:	\$ 10,000
Match %:	20%

Project:

- Install a toddler playground set and adult exercise equipment on the west side of the common area.
- Playground includes containment area for 12" of engineered wood fiber to serve as resilient surfacing.
- Re-route some irrigation where the playground and exercise equipment will be.
- Develop a sports playing field on the east side of the common area which will included some re-grading to level the area, removing a berm.
- Removal of 2 portions of sidewalk that bisect the playing area and replace with sidewalks around the perimeter closer to the street.
- New grass in the areas where berm and sidewalks were removed.

Project Impact:

- The park, exercise equipment, and sports field would be open to the community. The area will not be fenced in any way. By having a multi-purpose park, families can plan and exercise together. The addition of park benches will allow neighbors to linger and get to know each other.
- The Association hopes to increase value by providing community amenities to go along with the many greenbelts in the neighborhood. The members met and a large majority voted to pursue this project. Valley Creek was developed in 1984 and the demographic has changed as younger families have moved in and need a place to mingle with neighbors and for kids to play.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Villages of Valley Creek North

Project Name: Beautification of Pleasant Valley Corridor with ROW Enhancements

Project Location: Pleasant Valley Rd at Creek Meadow Dr, Creek Valley Dr., and Briarbrook Ln.

Total Project Cost:	\$ 27,494
Requesting Amount:	\$ 21,995
Neighborhood Match:	\$ 5,499
Match %:	20%

Project Summary:

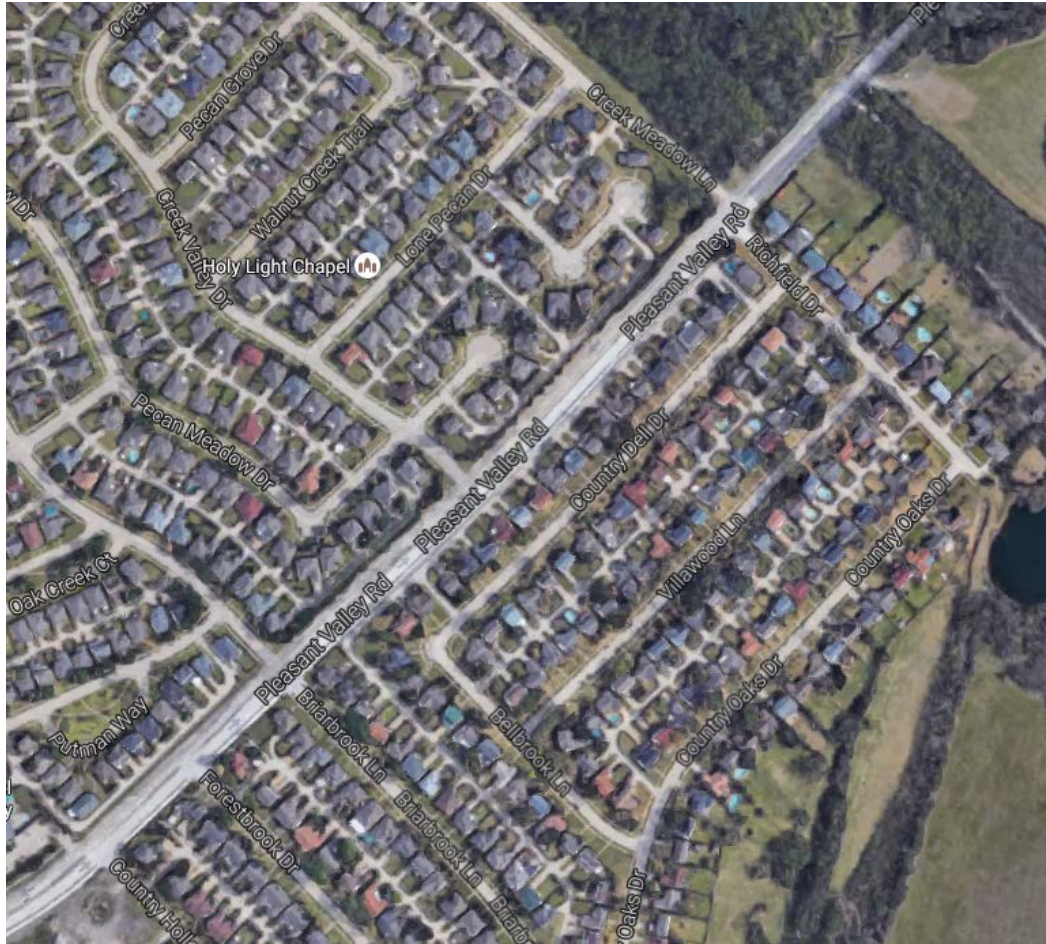
- Install drought tolerant and xeriscape perennial landscaping at entrances and along Pleasant Valley Rd.
 - Pleasant Valley Rd. at Creek Meadow Dr.
 - Pleasant Valley Rd. along easement between Creek Meadow Dr. and Creek Valley Dr.
 - Pleasant Valley Rd. at Creek Valley Dr.
 - Pleasant Valley Rd. at Briarbrook Ln. at the end of the brick wall.
- Replacement of portions of current landscape with drought tolerant plants (succulents, Texas native grasses and plants, and ground cover comprised of pea gravel and/or mulch).

Project Impact:

- This is the beginning of the Pleasant Valley corridor into Garland from the PGBT and Sachse. The project will beautify the entrance into Garland while serving as a model for perennial, drought tolerant landscaping. The Association hopes to benefit from reduced water consumption for landscape irrigation.
- The Association hopes to improve curb appeal by beautifying the neighborhood entrances. This should increase pride of ownership and serve as a model for drought tolerant landscape design within the community. We hope that more property owners will see that beautiful landscaping and water conservation can go hand-in-hand.

Staff Comments:

- Dallas County recently reconstructed and expanded Pleasant Valley Rd. to accommodate increased traffic from the President George Bush Turnpike (PGBT) and Sachse.
- The HOA installed new drip irrigation separate from this project as part of their water conservation efforts.



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Wellington Run

Project Name: Living Wall Beautification & Enhancement

Project Location: 3718 Hamlet Ln.

Total Project Cost:	\$ 1,352
Requesting Amount:	\$ 1,217
Neighborhood Match:	\$ 135
Match %:	10%

Project Summary:

- Add a row of pygmy barberry plants to the living wall currently comprised of pampas grass.

Project Description:

- We received grant monies last year to create a "living wall" of pampas grass with a drip irrigation system between the water retention pond and the open field behind the area. The wall was created to beautify the area and provide a safer neighborhood for homeowners and the students who cross through in order to get to the High School. We would like to add crimson pygmy barberry plants in front of the pampas grass to create a firm boundary and enhanced beautification.

Project Impact:

- Through the years, our neighborhood has experienced a high level of illegal activity associated with the students at Lakeview High School. The living wall has and will continue to reduce the amount of foot traffic through our neighborhood. By using a living wall of plants, the area is aesthetically appealing.

Staff Comments/Questions:

- The second row will be staggered between the giant pampas grass.





GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 1. c.

Meeting Date: October 3, 2016

Item Title: Consider Approval of the Garland Cultural Arts Commission, Inc. Annual Budget and Authorize Execution of the Hotel Occupancy Tax Program Management Agreement

Submitted By: Jermel Stevenson, Managing Director

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

Staff is seeking Council approval of the 2016-2017 Budget of the Garland Cultural Arts Commission Inc. (GCACI), and authorization for the City Manager's execution of the "Hotel Occupancy Tax Program Management Agreement" between the City of Garland and the GCACI.

OPTIONS

- 1) Council may follow staff's recommendation to approve the 2016-2017 GCACI Budget, and authorize the City's execution of the agreement.
- 2) Return the item to staff for further review and discussion.
- 3) Do not approve the 2016-2017 GCACI Budget, and do not authorize execution of the agreement; thereby cancelling the \$115,898.00 in revenues for support of the cultural arts in Garland.

RECOMMENDATION

Unless otherwise directed by Council, this item which approves the 2016-2017 GCACI Budget, and authorizes execution of the Hotel Occupancy Tax Program Management Agreement, will be scheduled for formal consideration at the October 3 Regular Meeting.

BACKGROUND

In February 1986, the Garland City Council created the nine-member Garland Cultural Arts Commission to serve as a liaison between the City and all community-based arts and historic organizations. The Commission's primary goal is to increase the visibility of the Arts in Garland. In 1987, the Commission created the private, non-profit organization known as the Garland Cultural Arts Commission, Inc. (GCACI), to pursue various sources of revenue in order to fund meritorious arts and historic groups through a cultural arts grant program.

The GCACI administers this grant program, funded primarily through revenues received from the Hotel Occupancy Tax funds. These grants have placed over \$1.5 million into local cultural arts organizations since the program's inception in 1987. GCACI's extensive promotional

efforts have been the foundation for building Garland's cultural tourism which attracts thousands of arts patrons from throughout North Texas to Garland's arts facilities and activities.

The attached "Hotel Occupancy Tax Program Management Agreement" provides the GCACI with 15% of hotel occupancy tax net revenue from Quarter 3 of 2014 thru Quarter 2 of 2015, which calculates to \$115,898.00. As a provision of this agreement, the GCACI annually adopts a budget which details the proposed expenditures of the revenues provided by this program agreement. The attached 'Exhibit A' is the GCACI budget which was adopted on July 19, 2016.

Attachments

Exhibit A-2016-2017 GCACI Budget
Hotel Motel Tax Agreement

EXHIBIT A

2016 – 2017 BUDGET GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI)

REVENUES:

\$115,898.00	Hotel Occupancy Tax Revenues (15% of \$772,654)
\$ 2,400.00	Sponsors for “Arts in Action” Newsletter

\$118,298.00 TOTAL REVENUES

EXPENDITURES:

- GCACI Grant Program (for Arts & Cultural Arts Organizations):

\$ 93,000.00

\$ 93,000.00 Subtotal Grant Program

- Additional Arts Activities & Promotions:

\$ 4,400.00	Annual High School Senior Juried Visual Arts Competition/GISD
\$ 10,000.00	Advertising and “Arts In Action” Newsletter
\$ 10,000.00	Minimum Annual Reimbursement to City of Garland for “Vision of the Arts” Sculpture.

\$ 24,400.00 Subtotal Additional Arts Activities & Promotions

- Membership/ Misc. Administrative:

\$ 500.00	Chamber Membership
\$ 150.00	Food for reception/Office supplies
\$ 248.00	Miscellaneous Administrative

\$ 898.00 Subtotal Membership/Misc. Administrative

\$118,298.00 TOTAL EXPENDITURES

(Approved by GCACI July 19, 2016)

HOTEL OCCUPANCY TAX PROGRAM MANAGEMENT AGREEMENT

This Hotel Occupancy Tax Program Management Agreement (this "Agreement") is made and entered into by and between the City of Garland, Texas, a Texas home-rule municipality (the "City") and the Garland Cultural Arts Commission, Inc., a non-profit corporation organized under the laws of Texas ("GCACI").

WHEREAS, Chapter 351, TEXAS TAX CODE authorizes a municipality that levies and collects a hotel occupancy tax to expend a portion of the revenues from such tax for the encouragement, promotion, improvement and application of the arts, and for certain historical preservation and restoration projects, activities and related promotions; and

WHEREAS, Sec. 351.101(c), TEX. TAX CODE, authorizes the governing body of a municipality to delegate by contract the management or supervision of programs and activities funded with revenue from the hotel occupancy tax authorized by Chapter 351, Texas Tax Code; and

WHEREAS, GCACI has agreed to manage and supervise various programs and activities relating to the encouragement, promotion, improvement and application of the arts;

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the City and GCACI agree as follows:

Section 1. General Responsibilities of the GCACI. GCACI shall develop, operate, and administer: (i) programs and activities for the encouragement, promotion, improvement, and application of cultural arts within the City and at City facilities; and (ii) projects, activities, advertising and promotional programs for historical restoration and preservation. A detailed, written description of all such programs, activities, projects, advertisements, and promotions (collectively referred to as the "Program") shall be provided to the City Manager annually upon renewal of this Agreement and shall be updated not less than quarterly as part of the periodic reporting required by Section 4 of this Agreement.

Section 2. Hotel Occupancy Tax Revenues. In consideration of GCACI's development, operation, and administration of the Program, the City shall pay to GCACI an amount not to exceed the amount the City may lawfully allocate under Sec. 351.103(c) or fifteen percent (15%) of the hotel occupancy tax revenue actually received in hand by the City during the fiscal year ending 2014, whichever is less. The City shall remit payment of Program funds to GCACI on or before October 30, 2016. GCACI shall maintain all revenues received by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

Section 3. Budget. GCACI shall annually prepare and submit to the City a budget detailing all proposed uses and expenditures of the revenues to be provided to the GCACI

under this Agreement. If approved by the City Council of the City, the budget shall be made a part of this Agreement as Exhibit “A”, and all of GCACI expenditures of revenues received by the City under this Agreement shall be made in accordance with the approved budget.

Section 4. Limitation on Expenditures; Periodic Reporting.

(A) Revenue from hotel occupancy taxes paid to GCACI by the City under this Agreement shall be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creating writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

(2) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

- (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or
- (b) located elsewhere in the City or its vicinity that would be frequented by tourists and convention delegates; and

(3) Any other related purpose authorized by Chapter 351, TEX. TAX CODE.

None of the hotel occupancy tax revenues provided to GCACI under this Agreement may be spent for travel for a person to attend an event or conduct an activity, the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person’s job in an efficient and professional manner.

(B) GCACI shall provide a written report to the City Council, through the City Manager no less than quarterly each City fiscal year listing the expenditures made by the GCACI with and or the hotel occupancy tax revenue provided to GCACI under this Agreement. Additionally, on an annual basis, GCACI shall send to the City Manager a written report showing the activities conducted under the GCACI program for the preceding year. The report shall also indicate cumulative expenses and revenues for the preceding year. Financial reports shall show the relationship of actual expenses to the authorized budgeted expenses shown in the budget.

(C) In addition to making, submitting, and filing the report in the manner described above, GCACI, if requested by the City shall make an oral presentation of such report at

a regular City Council meeting. Minutes and financial reports shall be sent to the City Manager and City's Internal Audit Department after each quarterly meeting.

Section 5. Responsibility for Funds; Audit of the GCACI.

(A) GCACI acknowledges that the approval by the City Council of the annual budget of the GCACI for the functions and activities to be undertaken by GCACI pursuant to this Agreement creates a fiduciary duty in the GCACI with respect to the revenue provided by the hotel occupancy taxes that are made available to GCACI under this Agreement.

(B) GCACI shall maintain complete and accurate financial records of all expenditures of revenues provided to GCACI by the City under this Agreement. GCACI shall make all such books and records fully, completely and promptly available to the City through which an operational audit of all funds and activities of the Program may be made by the Internal Auditor of the City.

Section 6. Prohibition on Discrimination. GCACI shall not discriminate against any person in the development, operation or administration of any aspect of the Program on the basis of race, creed, sex, national origin or handicapped status.

Section 7. Termination. Either party may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty-days prior to the date of termination. Upon the termination of this contract, either due to the expiration of the stated term hereof or due to the exercises by either party of the above described right of termination, any balance of funds in the account established for the GCACI program, as well as any equipment or other party which has been purchased from those accounts or transferred from the City shall belong to and be returned to the City. This provision shall not prevent the City and the GCACI from agreeing to use any such fund balance for the continuation of the GCACI program in the event the parties enter into another subsequent contract. The City shall not be responsible for any obligations made outside the contract period.

Section 8. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by a courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver. Either City or GCACI shall have the right to waive any requirement contained in this Agreement, which intended for the waiving party's benefit, but except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waive of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 17. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 18. Computation of Deadlines. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such

deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

Section 20. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 21. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 22. No Waiver of Immunity or Defense. No party, by execution of this Agreement, waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

EXECUTED on the dates indicated below but deemed to be effective as of the _____
day of _____, 2016.

GARLAND CULTURAL ARTS COMMISSION, INC.

DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

Bryan Bradford, City Manager



GARLAND POLICY REPORT

City Council Work Session Agenda

Work Session Item 2. a.

Meeting Date: October 3, 2016

Item Title: Roadway and Water Impact Fee Study

Submitted By: Will Guerin, Planning Director

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Presentation and overview of Impact Fees and the Roadway and Water Impact Study

OPTIONS

Presentation and discussion only. At the October 3, 2016 Regular Meeting, the City Council will consider scheduling a future public hearing to review and consider approval of updated Land Use Assumptions, Roadway and Water Impact Fee Capital Improvement Plan, and a Maximum Roadway and Water Impact Fee.

BACKGROUND

The City of Garland interviewed and selected Kimley-Horn Associates for a study on the City of Garland's roadway and water impact fees. Section 395.052 of the Texas Local Government Code mandates periodic updates to the land use assumptions and capital improvements plan for a political subdivision imposing an impact fee.

Staff and Kimley-Horn will bring forward a presentation to the City Council during the October 3, 2016 Work Session providing a "101" overview of impact fees and the process of this particular impact fee study. On August 22, 2016, Kimley-Horn presented to the Plan Commission, which serves as the Capital Improvements Advisory Committee (CIAC), a similar presentation and overview of impact fees and the impact fee study process. At this time, the Council is not requested to take action on any fees. During the Regular Meeting, the Council will consider scheduling a public hearing at a future meeting to then consider such approvals.

CONSIDERATION

1. Impact fees are a one-time fee assessed to recover infrastructure costs required to serve new development. The City of Garland currently assesses impact fees for roadways and water. The purpose of this impact fee study is, per the Texas Local Government Code, to provide an analysis which formulates land use assumptions from which to base any needed impact fee changes, and to recommend a maximum water and roadway impact fee to the Capital Improvements Advisory Committee (CIAC) and the City Council.
2. Chapter 395 of the Texas Local Government Code requires a Capital Improvements

Advisory Committee (CIAC) be appointed to provide comments on proposed amendments to the impact fees, land use assumptions and capital improvements plan upon which calculation of the impact fee is based. Per the current impact fee ordinance, the Plan Commission serves as the Capital Improvements Advisory Committee (CIAC). It is common for municipalities to appoint their Planning Commissions as the acting CIAC. Per the project schedule, the CIAC (Plan Commission) will have the opportunity to review, and offer possible comments and recommendations to the City Council regarding the proposed land use assumptions and roadway and water impact fees.

3. If the City Council chooses to set a future public hearing per the attached project schedule, staff will advertise for the public hearing accordingly, and make available to the public the proposed fees and land use assumptions. As stated above, the CIAC (Plan Commission) will have the opportunity to review, and offer possible comments and recommendations to the City Council prior to the Council's public hearing regarding the proposed land use assumptions and roadway and water impact fees. The project schedule suggests November 15, 2016 as the public hearing date.

Attachments

Project Schedule Attachment
Applicant Presentation

City of Garland 2016 Roadway and Water Impact Fee Study Preliminary Schedule

Last Updated:

	Action Item	Responsible Party	Date
1	2016 Roadway and Water Impact Fee Study Contract Signed by City Manager	Staff, Council	May 2016
2	Notice to Proceed for Roadway and Water Impact Fee Study	Staff	May 2016
3	Establish Service Areas/Data Collection	KHA, Staff	June 2016
4	Begin Land Use Assumptions for Impact Fees	KHA, Staff	June 2016
5	Review of Roadway Mobility Plan / Existing Facilities Inventory	KHA, Staff	June 2016
6	Develop Roadway and Water Impact Fee CIP	KHA	June - July 2016
7	Complete Land Use Assumptions for Roadway and Water Impact Fees	KHA	July 15, 2016
8	Complete Roadway and Water Impact Fee CIP	KHA	August 5, 2016
9	CIAC Meeting - CIAC Role, Impact Fee 101 and Service Areas (Optional)	CIAC, KHA, Staff	August 22, 2016
10	Complete Draft Roadway Impact Fee Study Report (No Financial Analysis)	KHA	August 26, 2016
11	Submit Final Draft Roadway and Water Impact Fee Study Report	KHA	September 30, 2016
12	Council Meeting to Set Public Hearing Date - Land Use Assumptions, Roadway and Water Impact Fee CIP, and Max Fee (Required), and Work Session with Council (Optional)	Council, Staff, KHA	October 4, 2016
13	Complete agenda item	Staff	September 23, 2016
14	Advertise Public Hearing Date for Land Use Assumptions, Roadway and Water Impact Fee CIP, and Max Fee (Required)	Newspaper	October 8, 2016
15	Advertisement to the newspaper	Staff	October 6, 2016
16	CIAC Review of Land Use Assumptions, Roadway and Water Impact Fee CIP, and Max Fee (Required)	CIAC, KHA, Staff	October 10, 2016
17	Complete agenda item	Staff	September 29, 2016
18	CIAC Submit Written Comments to Council (before this date)	CIAC	November 8, 2016
19	Council Public Hearing for Approval of Land Use Assumptions, Roadway and Water Impact Fee CIP, Max Fee (Required)	Council, KHA, Staff	November 15, 2016
20	Complete agenda item	Staff	November 4, 2016
21	Council Meeting to Adopt Roadway and Water Impact Fee Ordinance (Required)	Council, KHA, Staff	December 6, 2016
22	Complete agenda item	Staff	November 25, 2016

Garland Meeting Schedule

Council Meetings: 1st / 3rd Tuesday

Plan Commission (CIAC) Meetings: 2nd / 4th Monday



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Roadway and Water

Impact Fee Overview

Jeff Whitacre, P.E., AICP

Council Work Session

October 3, 2016

Kimley»Horn

Overview

- Where are we?
- The Fundamentals
- Impact Fee Basics
- Land Use Assumptions
- Impact Fee CIP
- Next Steps



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Where are we?

- Establish Council/Advisory Committee (CIAC)
 - Workshop Advisory Meeting
 - Draft Impact Fee Report – August 2016
 - Final Impact Fee Report – September 2016
 - Set Public Hearing ← **You Are Here**
 - Advertise Public Hearing
 - Advisory Committee Meeting for Comments
 - Council Public Hearing
 - Public Comments
- October 2016
- November 2016



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The Fundamentals

- Development Exactions must be roughly proportional to subdivision's impact.
 - ROW dedication
 - Construction of off-site roadways or intersection improvements
 - Escrow for construction of off-site improvements
 - Water/Sewer line extensions or oversizing
 - Off-site drainage improvements



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The Fundamentals

- Approaches to development exactions:
 - Individualized determination
 - Traffic Impact Analysis
 - Rough Proportionality Study – “mini impact fee”
 - Must be done for each applicant
 - Impact Fee Ordinance
 - Determine the proportional share for all future development
 - Can still require traffic impact analysis
 - Must ‘credit’ a developer’s impact fee for construction of off-site improvements



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Impact Fee Basics

- What Are They?
 - **One-time** fee assessed to recover infrastructure costs required to serve **new development**
 - Governed by Chapter 395 of the Texas LGC
- Why impact fees?
 - Provides an additional funding tool for infrastructure systems
 - Adds flexibility in allocating where funds are used



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Impact Fee Basics

- What Are The Components?
 - Service Areas
 - Land Use Assumptions
 - Service Units
 - Capital Improvements Plans



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Impact Fee Basics – Service Areas

- Infrastructure Master Planning

Roadway (Service Area: 6 mile limit)

- 18 service areas previously within Garland
 - Proposed to revise to 4 service areas (6-mile limit)
- Limited to Corporate Limits for roadway facilities
- Cannot include ETJ for roadway facilities

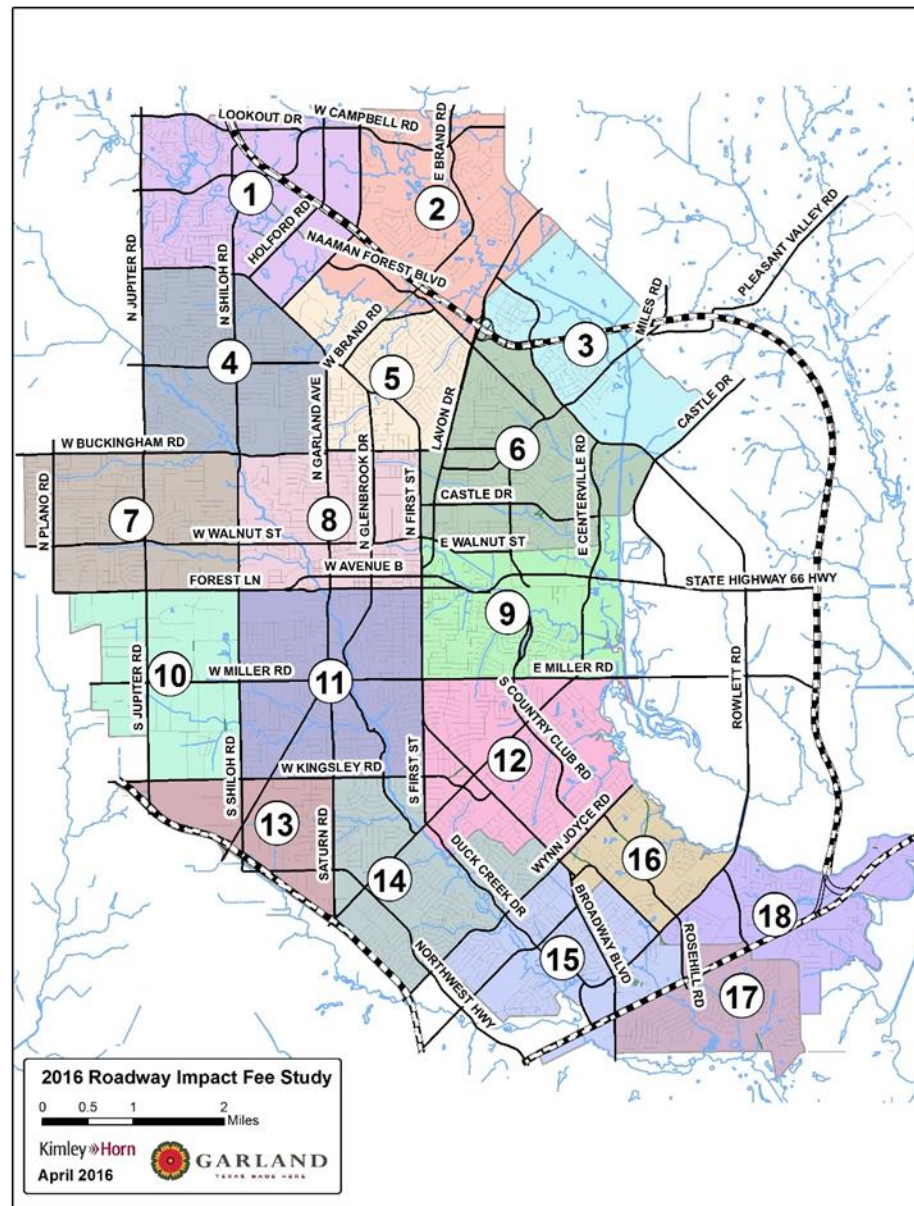
Water (City Limits)



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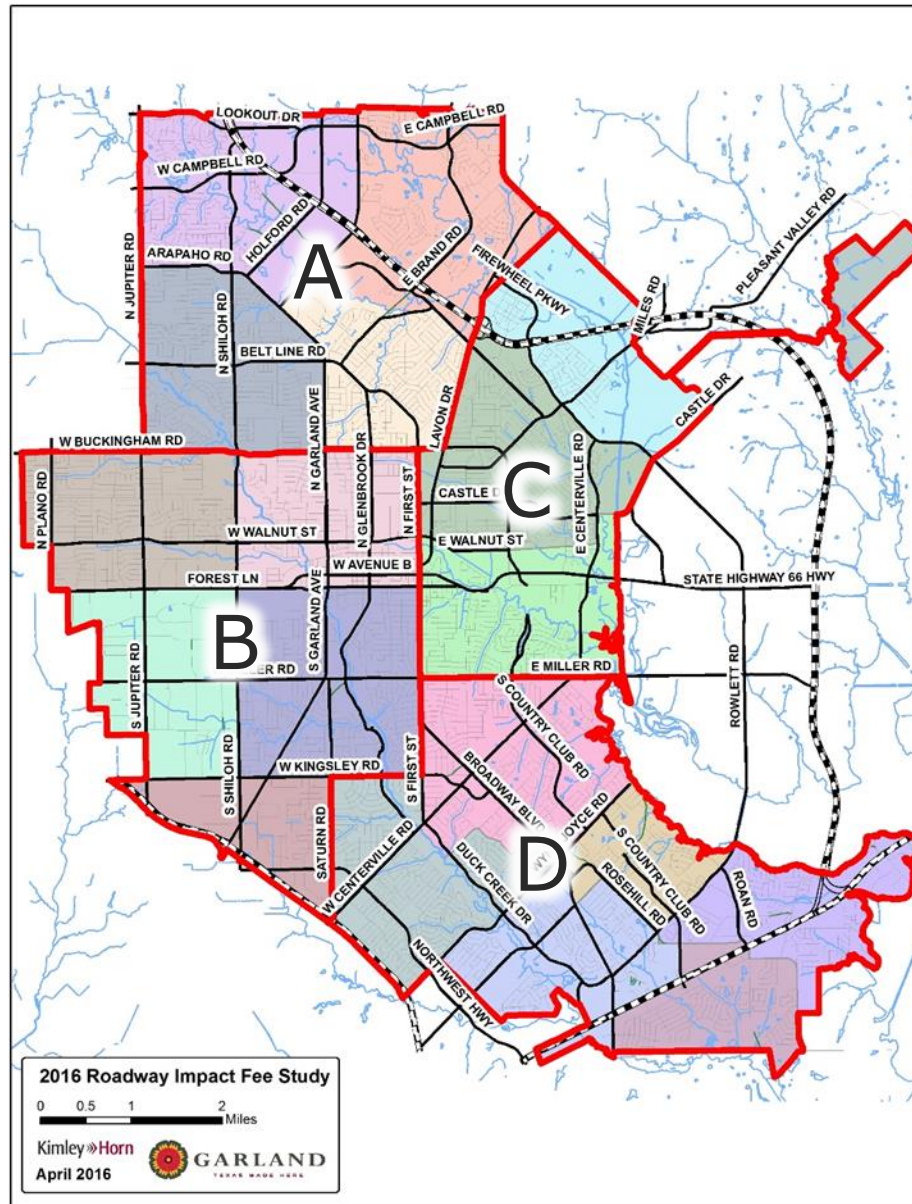
Impact Fee Basics – Service Areas



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Impact Fee Basics – Service Areas



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Impact Fee Basics – Land Use Assumptions

- Land Use Assumptions
 - Establishes Infrastructure Demands and Master Plans
- Population and Employment Projections
 - Aggressive vs. Non-aggressive Growth Rates
- Consistent with Garland's Future Land Use Plan
- Can be derived from other City planning efforts – Current Comp Plan Efforts



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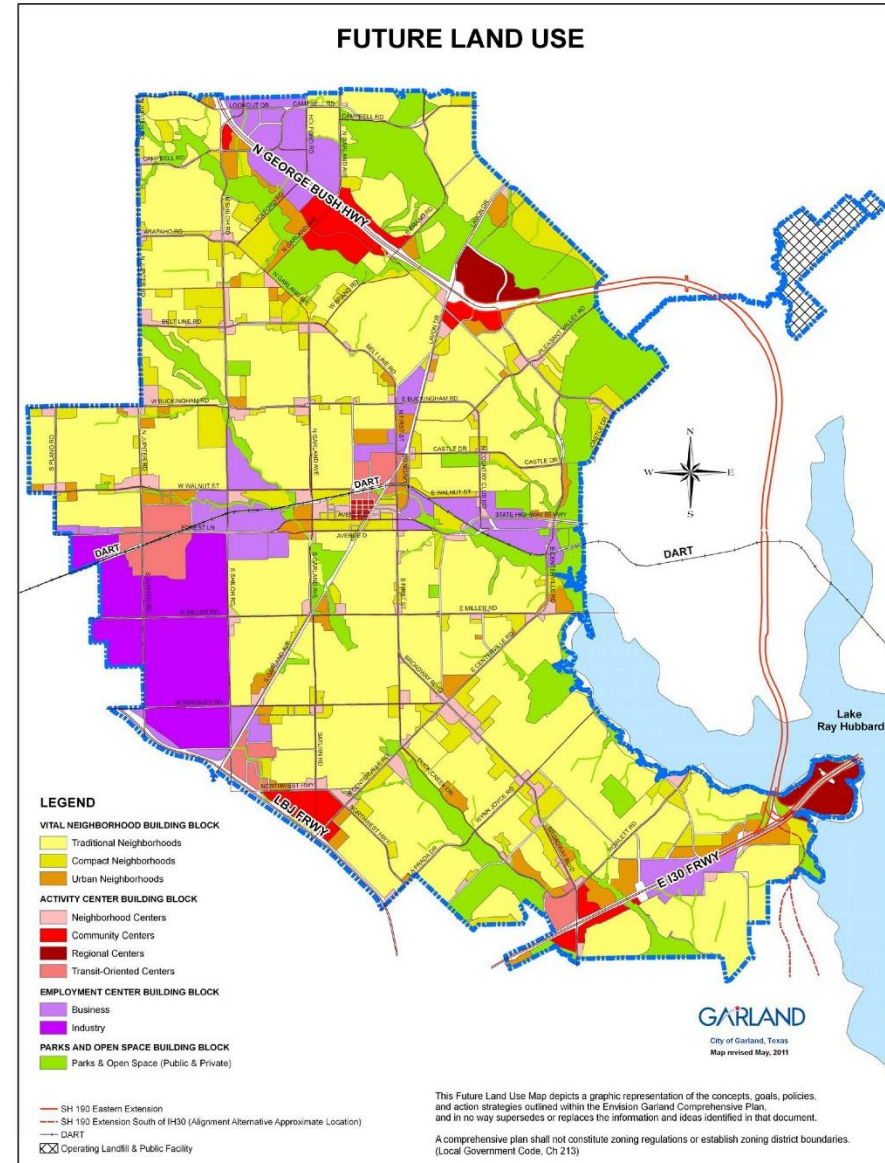
Impact Fee Basics – Land Use Assumptions

- Land Use Assumptions
 - Establishes Infrastructure Demands and Master Plans
 - Current Comprehensive Planning



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Impact Fee Basics – Service Units

- **Chapter 395 “Service unit” definition**
 - Standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years
- **Water utilizes meter size**
- **Roadway utilizes vehicle miles - One vehicle to travel one mile**



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Impact Fee Basics – Service Units



Trips 1.00 Vehicles (PM Peak)
(ITE Trip Generation)

X Trip Length 4.90 Miles*
**NHTS trip length*

Vehicle-Miles 4.90 Vehicle-Miles

Trips 3.71 Vehicles (PM Peak)
(ITE Trip Generation)

Reduction for Pass-by Trips 34% *(ITE Trip Generation Handbook)*
2.45 Vehicles (PM Peak)

X Trip Length 2.80 Miles*
**NHTS trip length*

Vehicle-Miles 6.86 Vehicle-Miles

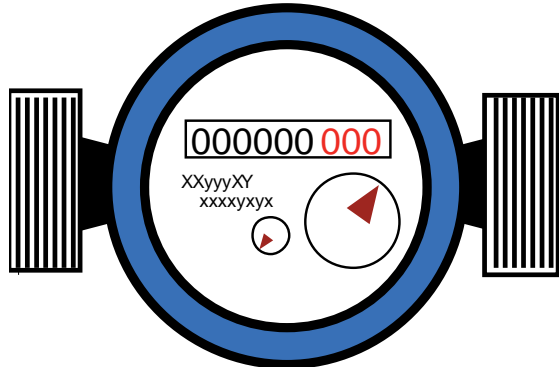


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Impact Fee Basics – Service Units

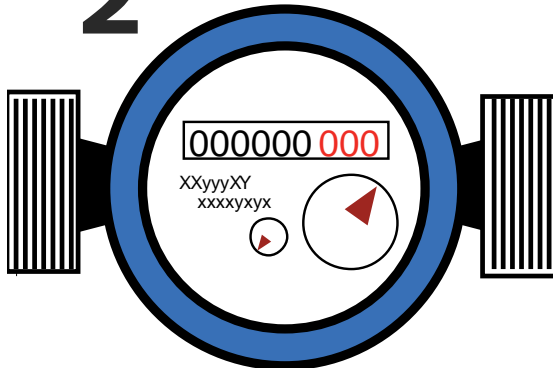
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2"



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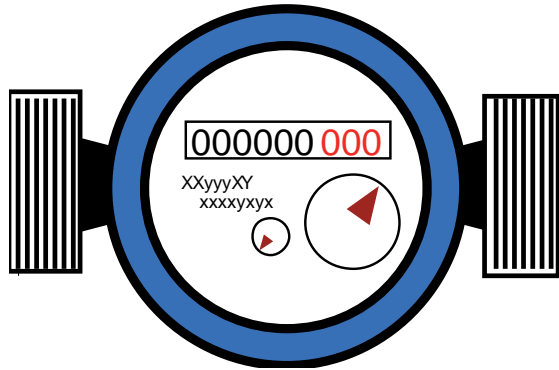


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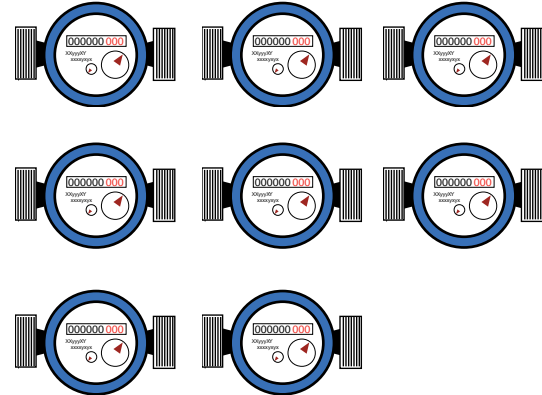
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Impact Fee Basics – Service Units

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Impact Fee Basics – Capital Improvements Plans

- Capital Improvement Planning
 - Design, Construction, Legal, Fiscal, ROW, etc.
 - 5-yr CIP vs. 10-yr Impact Fee CIP
 - Completed, Underway, and Future Projects
 - Development Ordinances
 - Zoning
 - Development Rules and Regulations
 - Construction Standards and Details
 - Impact Fee Ordinance



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Impact Fee Basics – Capital Improvements Plans

Items Payable with Impact Fees

- Components that can be paid for through an impact fee program:

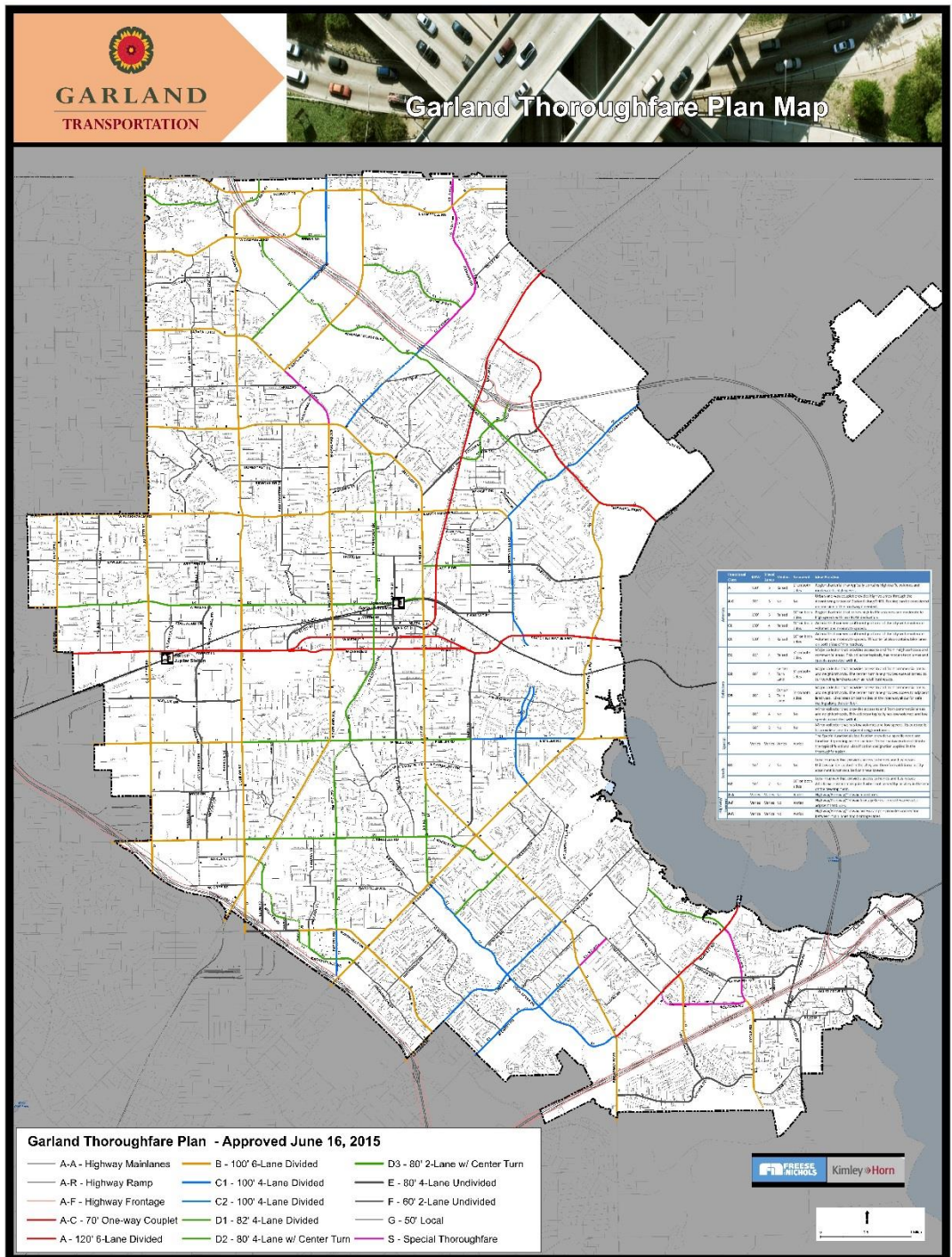
- ✓ Construction cost of capital improvements on the CIP
 - Roadway to thoroughfare standard
 - Traffic signals, bridges, sidewalks, etc.
- ✓ Survey and Engineering fees
- ✓ Land acquisition costs, including court awards
- ✓ Debt Service of impact fee CIP
- ✓ Study/Update Costs

- Components that ***cannot*** be paid for through an impact fee program:

- ✗ Projects not included in the CIP
- ✗ Repair, operation and maintenance of existing or new facilities
- ✗ Upgrades to serve existing development
- ✗ Administrative costs of operating the program

Capital Improvements Plans

- Infrastructure Master Planning



Impact Fee Basics – Capital Improvements Plans

City of Garland 2016 Roadway Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 8/15/2016

Project Information:		Description:	Project No.	A-1
Name:	Arapaho Rd (1)	This project consists of the construction of the median lanes to complete the six lane divided regional arterial		
Limits:	Elm Ridge Ln to Shiloh Rd			
Impact Fee Class:	B (1/3)			
Ultimate Class:	Regional Arterial			
Length (lf):	4,075			
Service Area(s):	A			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
110	Unclassified Street Excavation	5,886	cy	\$ 8.00	\$ 47,089
210	6" Lime Stabilization Subgrade	11,319	sy	\$ 2.60	\$ 29,431
310	Street Cut Paving Concrete - Class C Construct	10,414	sy	\$ 70.00	\$ 728,972
410	Curb 6" Integral	8,150	lf	\$ 1.95	\$ 15,893
510	Sidwalk 4" Class A Construct	0	sy	\$ 43.00	\$ -
610	Turn Lanes and Median Openings	926	sy	\$ 70.00	\$ 64,830

Paving Construction Cost Subtotal: \$ 886,214

Major Construction Component Allowances**:

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	Construction Phase Traffic Control	5%	\$ 44,311
✓ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	3%	\$ 26,586
Roadway Drainage	None Anticipated	0%	\$ -
Illumination	None Anticipated	0%	\$ -
Special Drainage Structures	None Anticipated	0%	\$ -
Water	None Anticipated	0%	\$ -
Sewer	None Anticipated	0%	\$ -
✓ Landscaping and Irrigation	None Anticipated	4%	\$ 35,449
Miscellaneous:		\$0	\$ -

**Allowances based on % of Paving Construction Cost Subtotal

Allowance Subtotal: \$ 106,346

Paving and Allowance Subtotal: \$ 992,559

Construction Contingency: 10% \$ 99,256

Mobilization 5% \$ 49,628

Prep ROW 5% \$ 49,628

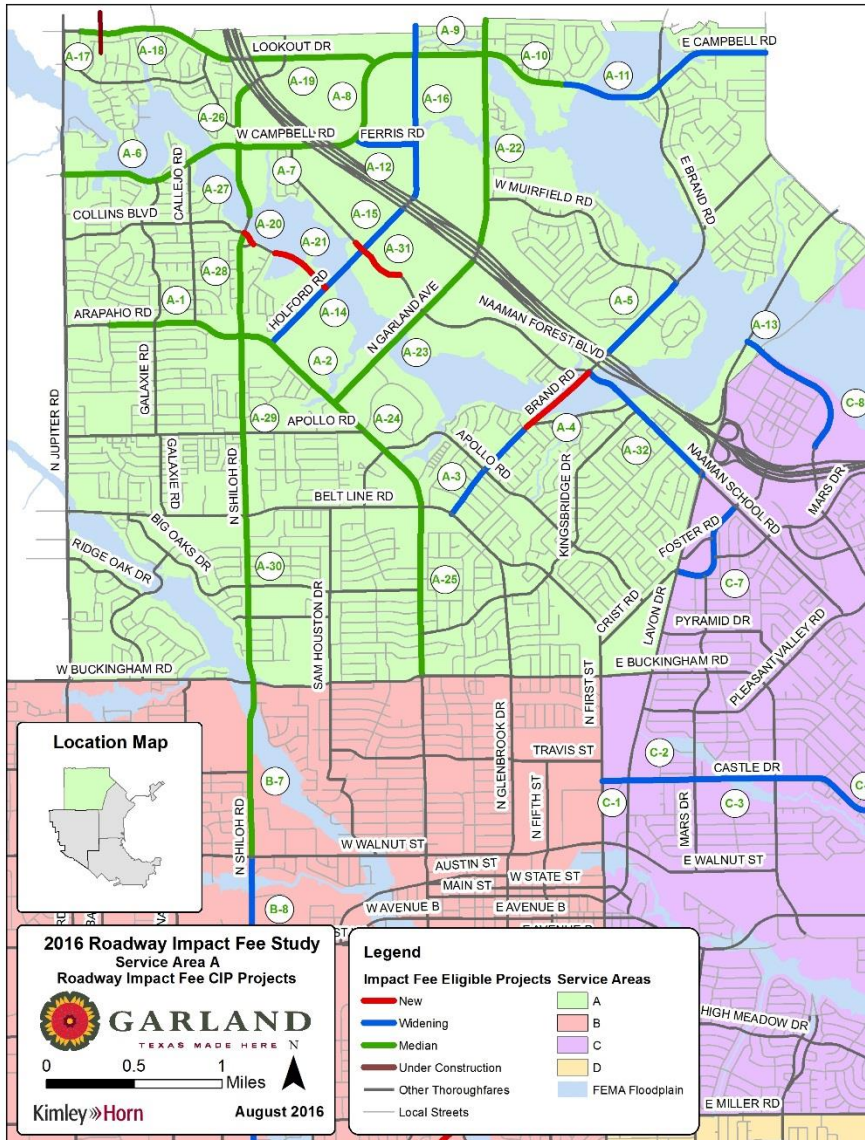
Construction Cost TOTAL: \$ 1,192,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,192,000
Engineering/Survey/Testing:		16%	\$ 190,720
Previous City contribution			
Other			
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -

Impact Fee Project Cost TOTAL: \$ 1,383,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Garland. The planning level cost projections shall not supersede the City's design standards contained or the determination of the City Engineer for a specific project.



Impact Fees

- How are Impact Fees Calculated?
 - Land Use and Population Projections
 - Master Plan Infrastructure Requirements
 - Develop 10-Year Impact Fee CIP
 - Remove costs associated with existing development and growth at 10+ years
 - Calculate Pre-Credit Max Assessable Impact Fee

$$\text{Impact Fee Per Service Unit} = \frac{\text{Recoverable Cost of the CIP (\$)}}{\text{New Service Units}}$$

- Credit Calculation or 50% of the Max



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Impact Fees

- Why Calculate the “Maximum Assessable” Impact Fee?
 - Engineer Provides Maximum Allowable
 - Credit Calculation Discounts Maximum Allowable
 - City Council Establishes Actual
- Once the Impact Fee is Calculated, Can It Be Charged Immediately?
 - Procedures (Chapter 395, Subchapter C)



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The background features three large, overlapping abstract shapes: a dark blue shape in the top-left, an orange shape in the bottom-left, and a light green shape in the bottom-right. The text is centered in the white space between these shapes.

LAND USE ASSUMPTIONS PRELIMINARY OVERVIEW

Data Collection

- Parcel data
 - Dallas County Appraisal District
- Historic Building permits
 - Previous ten years
 - Used to compare ten-year growth projections
- Known development areas
 - Envision Garland Catalyst Areas, Target Investment Areas, etc.
- Ongoing Water/Wastewater Master Plan



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Impact Fee Basics – Service Areas

Res: 1,419 DU

Non-Res: 3,197,000 ft²

Res: 816 DU

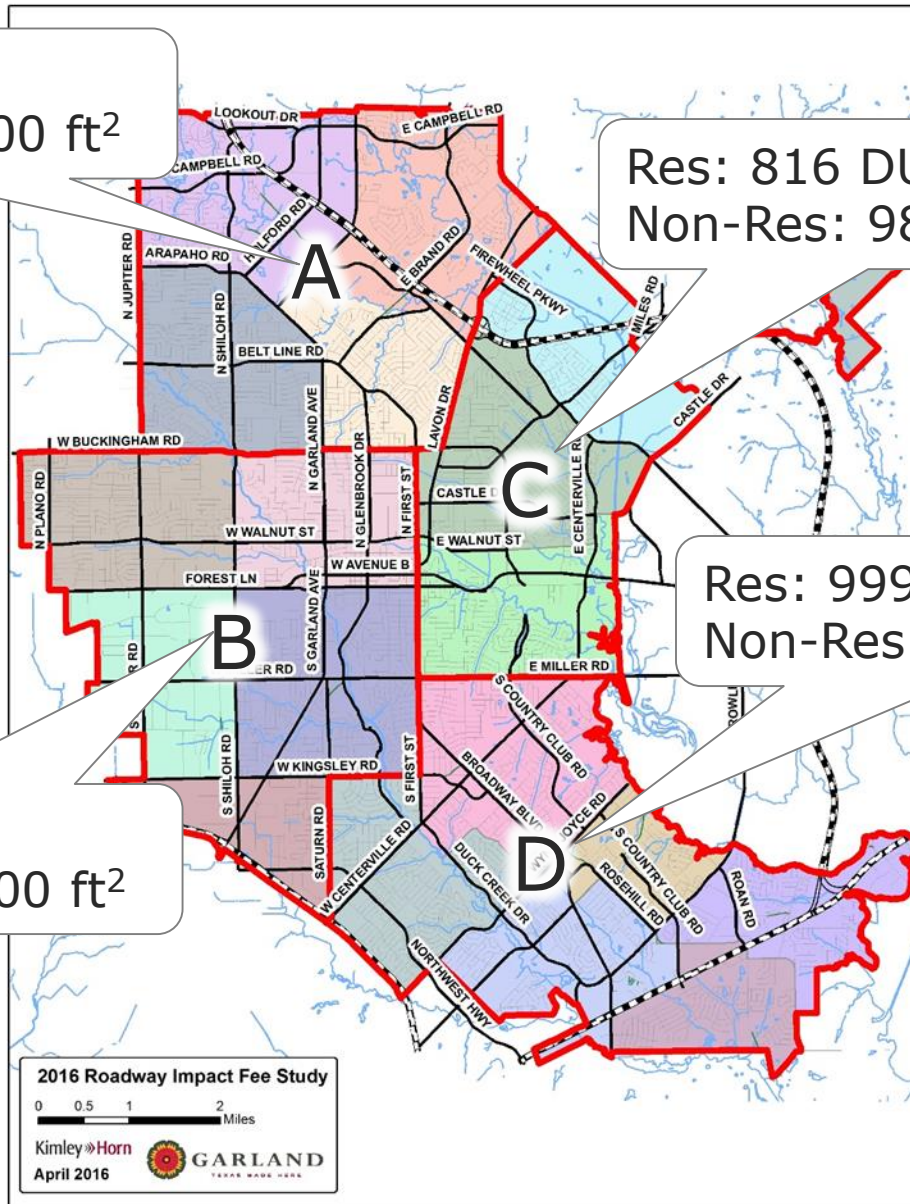
Non-Res: 987,000 ft²

Res: 999 DU

Non-Res: 1,332,000 ft²

Res: 748 DU

Non-Res: 1,253,000 ft²



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10 Year Growth 2016-2026

	Residential (Dwelling Units)		Employment (Sq. Ft.)		
Sub Category	Single Family	Multi-Family	Basic	Retail	Service
Subtotal	2,384	1,598	1,262,000	2,917,000	2,590,000
Total	3,982		6,769,000		
2006 -2016	<i>3,107</i>		<i>7,018,000</i>		



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CIP OVERVIEW

Impact Fee CIP

- Development of a 10-year Roadway Impact Fee Capital Improvement Plan is required per Chapter 395 of the Texas local Government Code. To accomplish this, the current Burleson Mobility Plan was used.



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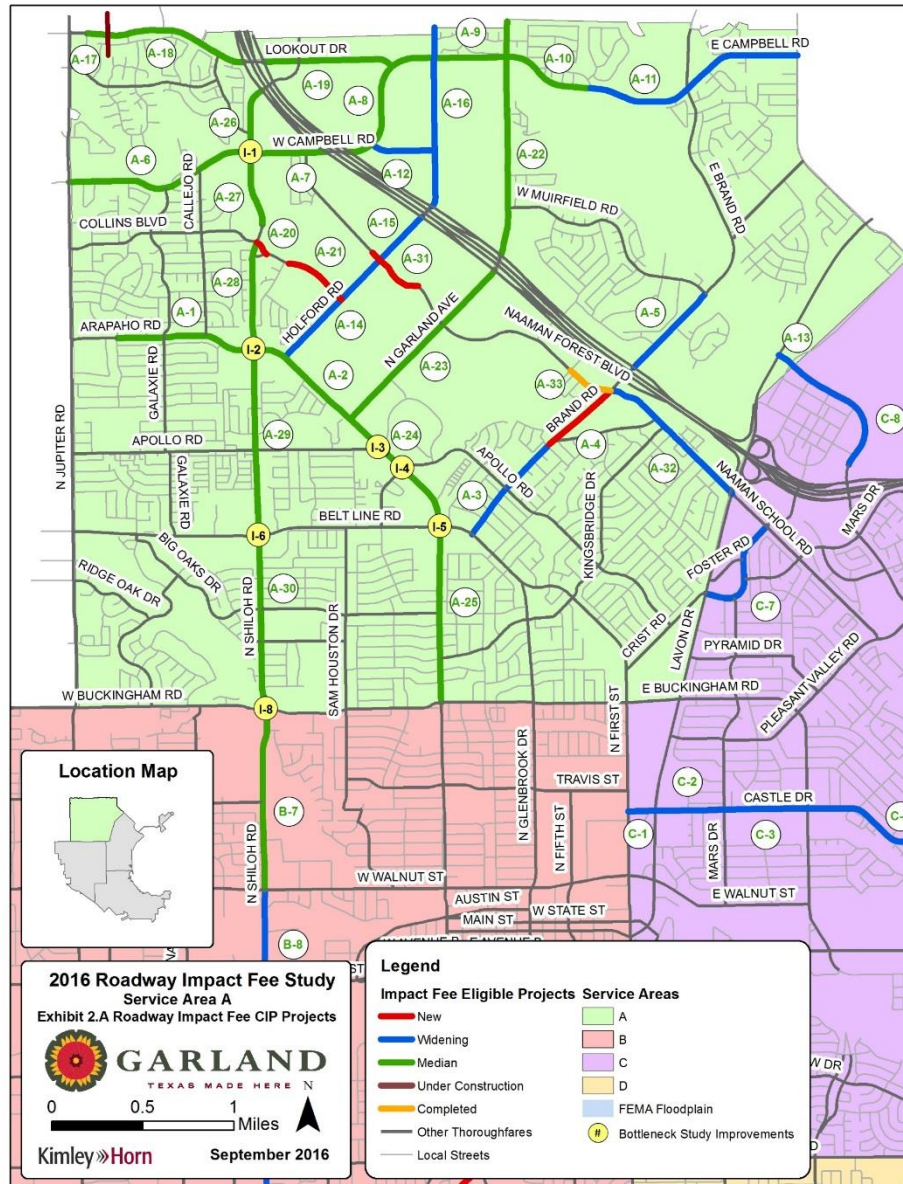
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Service Area A

**EXAMPLE SERVICE
AREA IMPACT FEE
CALCULATION**

Impact Fee CIP Example – Service Area A



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Impact Fee CIP Example – Service Area A

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Cost in Service Area	
SA A	A-1	B (1/3)	Arapaho Rd (1)	Elm Ridge Ln to Shiloh Rd	0.77	100%	\$ 1,383,000	
	A-2	B (1/3)	Arapaho Rd (2)	Shiloh Rd to N. Garland Ave	0.68	100%	\$ 1,210,000	
	A-3	C1	Brand Rd (1)	Bellaire Rd to Belt Line Rd	0.64	100%	\$ 4,092,000	
	A-4	C1	Brand Rd (2)	Naaman Forest Blvd to West Brand Rd	0.47	100%	\$ 8,172,000	
	A-5	C1	Brand Rd (3)	Murfield Rd to PGBT N Frontage Rd	0.56	100%	\$ 3,590,000	
	A-6	B (1/3)	Campbell Rd (1)	N. Jupiter Rd to Shiloh Rd	1.06	100%	\$ 1,901,000	
	A-7	B (1/3)	Campbell Rd (2)	Shiloh Rd to PGBT S Frontage Rd	0.41	100%	\$ 740,000	
	A-8	B (1/3)	Campbell Rd (3)	Lookout Dr to PGBT N Frontage Rd	0.59	100%	\$ 1,065,000	
	A-9	B (1/3)	Campbell Rd (4)	Lookout Dr to N. Garland Ave	0.64	100%	\$ 1,150,000	
	A-10	B (1/3)	Campbell Rd (5)	N. Garland Ave to Water Oak Dr	0.52	100%	\$ 929,000	
	A-11	B	Campbell Rd (6)	Water Oak Dr to Murphy Rd	1.24	100%	\$ 11,065,000	
	A-12	D1	Ferris Rd	Campbell Rd to Holford Rd	0.36	100%	\$ 2,258,000	
	A-13	A	Firewheel Parkway (1)	Lavon Dr to 530' E of Lavon Dr	0.10	100%	\$ 824,000	
	A-14	D1	Holford Rd (1)	Naaman Forest (Future) to Arapaho Rd	0.75	100%	\$ 5,347,000	
	A-15	C2	Holford Rd (2)	PGBT S Frontage Rd to Naaman Forest (Future)	0.33	100%	\$ 2,717,000	
	A-16	C2	Holford Rd (3)	N City Limits to PGBT N Frontage Rd	0.99	100%	\$ 8,118,000	
	A-17	B (1/3)	Lookout Dr (1)	Courtside Dr to Spring Dr	0.11	50%	\$ 100,500	
	A-18	B (1/3)	Lookout Dr (2)	Spring Dr to PGBT S Frontage Rd	0.80	50%	\$ 714,000	
	A-19	B (1/3)	Lookout Dr (3)	PGBT N Frontage Rd to Campbell Rd	0.72	100%	\$ 1,107,000	
	A-20	F	Mapleridge (1)	Shiloh Rd to Mapleridge Dr	0.09	100%	\$ 384,000	
	A-21	F	Mapleridge (2)	Mapleridge Dr (Existing) to Holford Rd	0.36	100%	\$ 3,513,000	
	A-22	B (1/3)	Garland Ave (1)	N City Limits to PGBT N Frontage Rd	1.29	100%	\$ 2,313,000	
	A-23	B (1/3)	Garland Ave (2)	Arapaho Rd to PGBT S Frontage Rd	1.14	100%	\$ 2,044,000	
	A-24	B-S (1/3)	Garland Ave (3)	Arapaho Rd to Belt Line Rd	0.79	100%	\$ 1,421,000	
	A-25	B (1/3)	Garland Ave (4)	Belt Line Rd to Buckingham Rd	0.97	100%	\$ 1,732,000	
	A-26	B (1/3)	Shiloh Rd (1)	PGBT S Frontage Rd to Campbell Rd	0.37	100%	\$ 657,000	
	A-27	B (1/3)	Shiloh Rd (2)	Campbell Rd to north bridge end	0.41	100%	\$ 733,000	
	A-28	B (1/3)	Shiloh Rd (3)	Collins Blvd to Arapaho Rd	0.59	100%	\$ 1,065,000	
	A-29	B (1/3)	Shiloh Rd (4)	Arapaho Rd to Belt Line Rd	1.03	100%	\$ 1,836,000	
	A-30	B (1/3)	Shiloh Rd (5)	Belt Line Rd to Buckingham Rd	0.96	100%	\$ 1,714,000	
	A-31	D1	Naaman Forest Blvd	W. Naaman Forest Blvd. to E. Naaman Forest Blvd.	0.33	100%	\$ 2,079,000	
	A-32	D1	Naaman School Rd	Brand Rd to Lavon Dr	0.88	100%	\$ 6,047,000	
	A-33	D1	Naaman Forest Blvd	Ranger to Brand Rd	0.26	100%	\$ 3,904,483	
	I-1	Shiloh Rd and Campbell Rd		Extend WB RT lane			100%	\$ 634,000
	I-2	Arapaho Rd and Shiloh Rd		Add NB and SB RT lanes			100%	
	I-3	Apollo Rd and Garland Ave		Add EB RT Lane			100%	
	I-4	Wagon Wheel Rd and Garland Ave		WB RT Lane			100%	
	I-5	Belt Line Rd and Garland Ave		WB RT Lane			100%	
	I-6	Belt Line Rd and Shiloh Rd		EB RT Lane			100%	
	I-7	Buckingham Rd and Plano Rd		NB RT Lane, EB and WB Dual LT Lanes			100%	
	I-8	Shiloh Rd and Buckingham Rd		Add dual lefts WB, NB, and SB			50%	
	Service Area Project Cost Subtotal							\$ 86,558,983
	2016 Roadway Impact Fee Study Cost Per Service Area							\$ 15,840
	Total Cost in SERVICE AREA A							\$ 86,574,823



Impact Fee CIP Example – Costing Sheet

City of Garland
2016 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 9/19/2016

Project Information:		Description:	Project No.	A-1
Name:	Arapaho Rd (1)	This project consists of the construction of the median lanes to complete the six lane divided regional arterial		
Limits:	Elm Ridge Ln to Shiloh Rd			
Impact Fee Class:	B (1/3)			
Ultimate Class:	Regional Arterial			
Length (lf):	4,075			
Service Area(s):	A			

Roadway Construction Cost Projection				
No.	Item Description	Quantity	Unit	Item Cost
110	Unclassified Street Excavation	5,886	cy	\$ 8.00 \$ 47,089
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310	Street Cut Paving Concrete - Class C Construct	10,414	sy	\$ 70.00 \$ 728,972
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Illumination		0%	\$	-
Special Drainage Structures	None Anticipated	0%	\$	-
Water	None Anticipated	0%	\$	-
Sewer	None Anticipated	0%	\$	-
✓ Landscaping and Irrigation		4%	\$	35,449
Miscellaneous:		\$0	\$	-

**Allow ances based on % of Paving Construction Cost Subtotal

Allowance Subtotal: \$ 106,346

Paving and Allowance Subtotal:	\$	992,559
Construction Contingency:	10%	\$ 99,256
Mobilization	5%	\$ 49,628
Prep ROW	5%	\$ 49,628
Construction Cost TOTAL:	\$	1,192,000

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Previous City contribution			
Other			
ROW/Easement Acquisition:	No ROW Acquisition Costs included	0%	\$ -
Impact Fee Project Cost TOTAL:		\$	1,383,000

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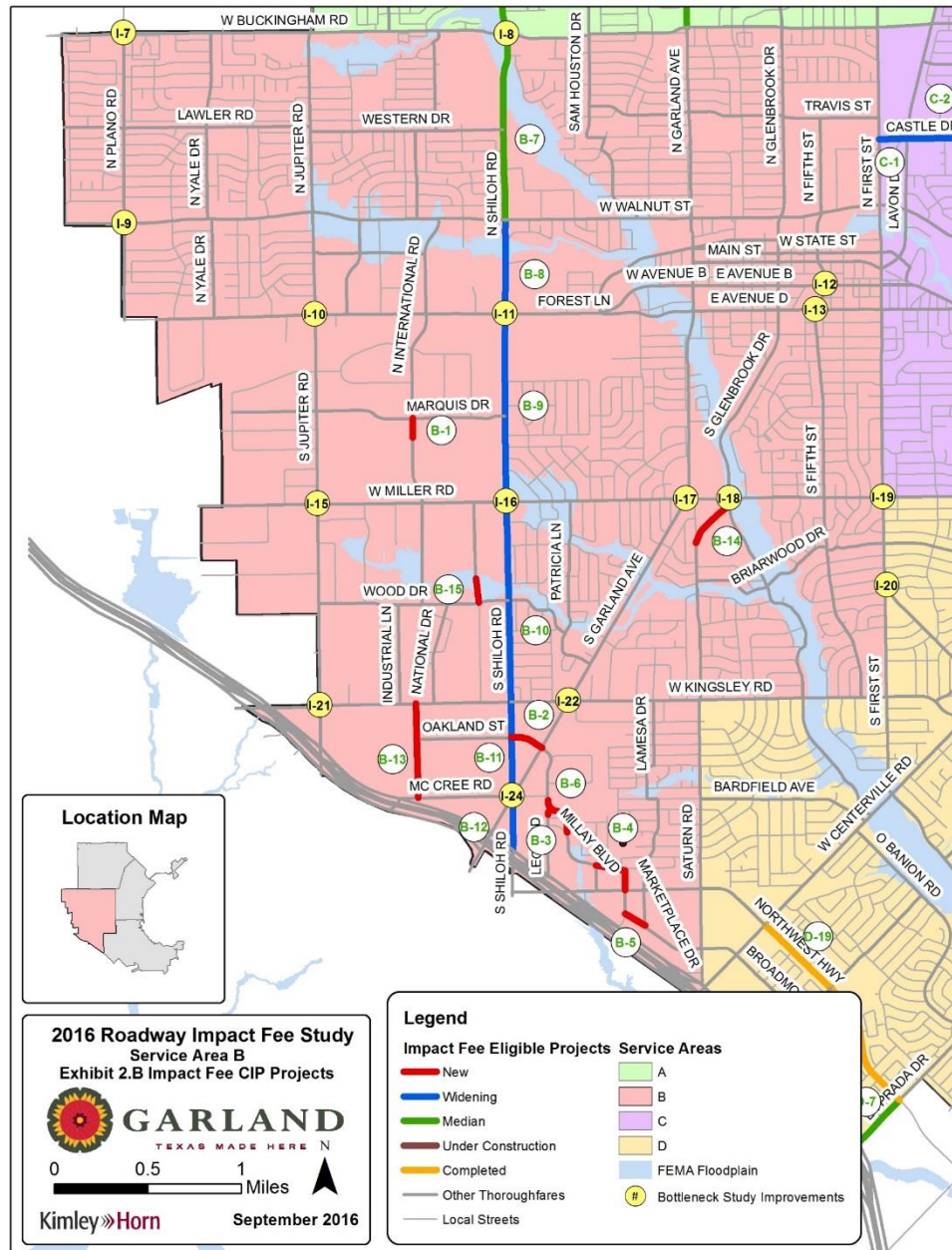
Conceptual level
cost only – not for
CIP planning or
budgeting
purposes



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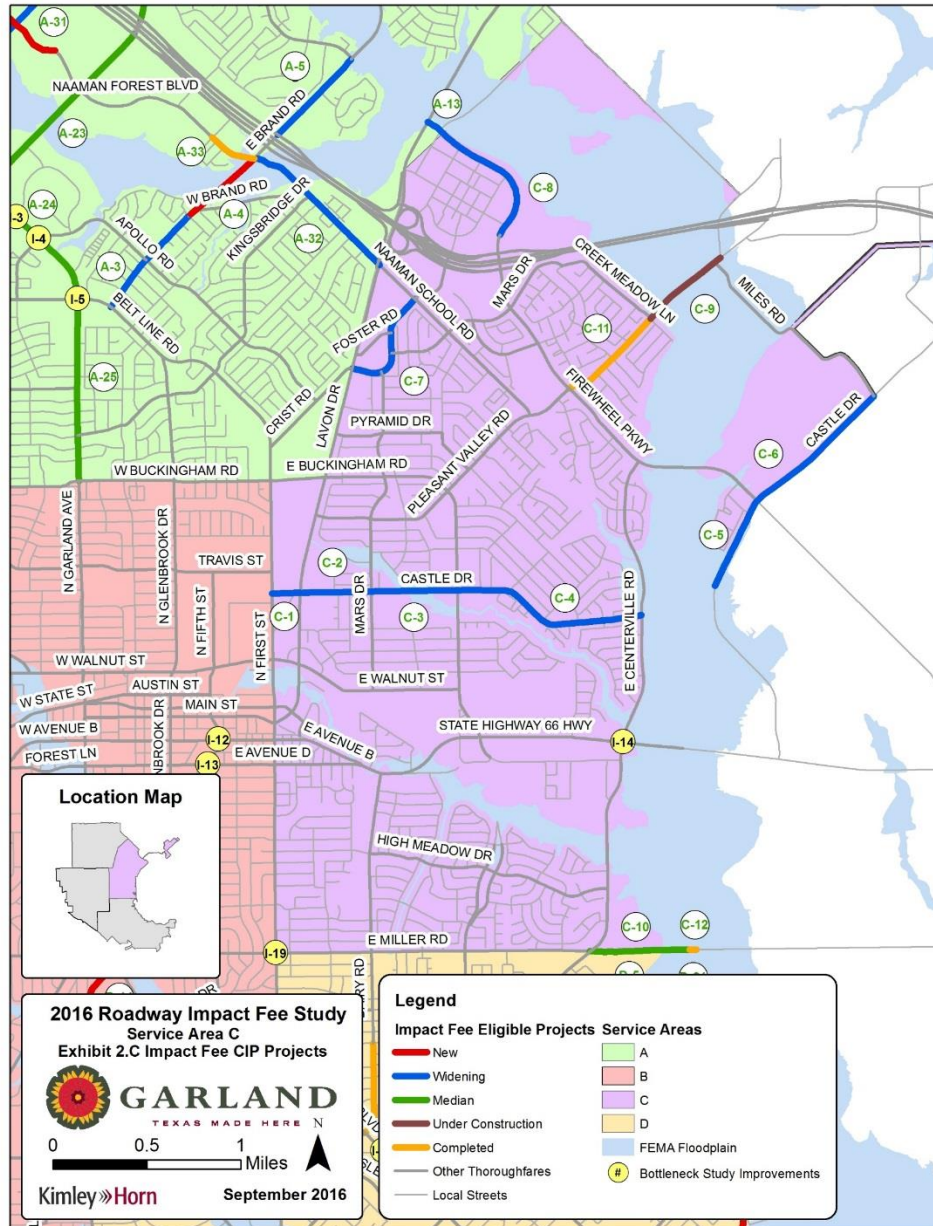
Service Area B



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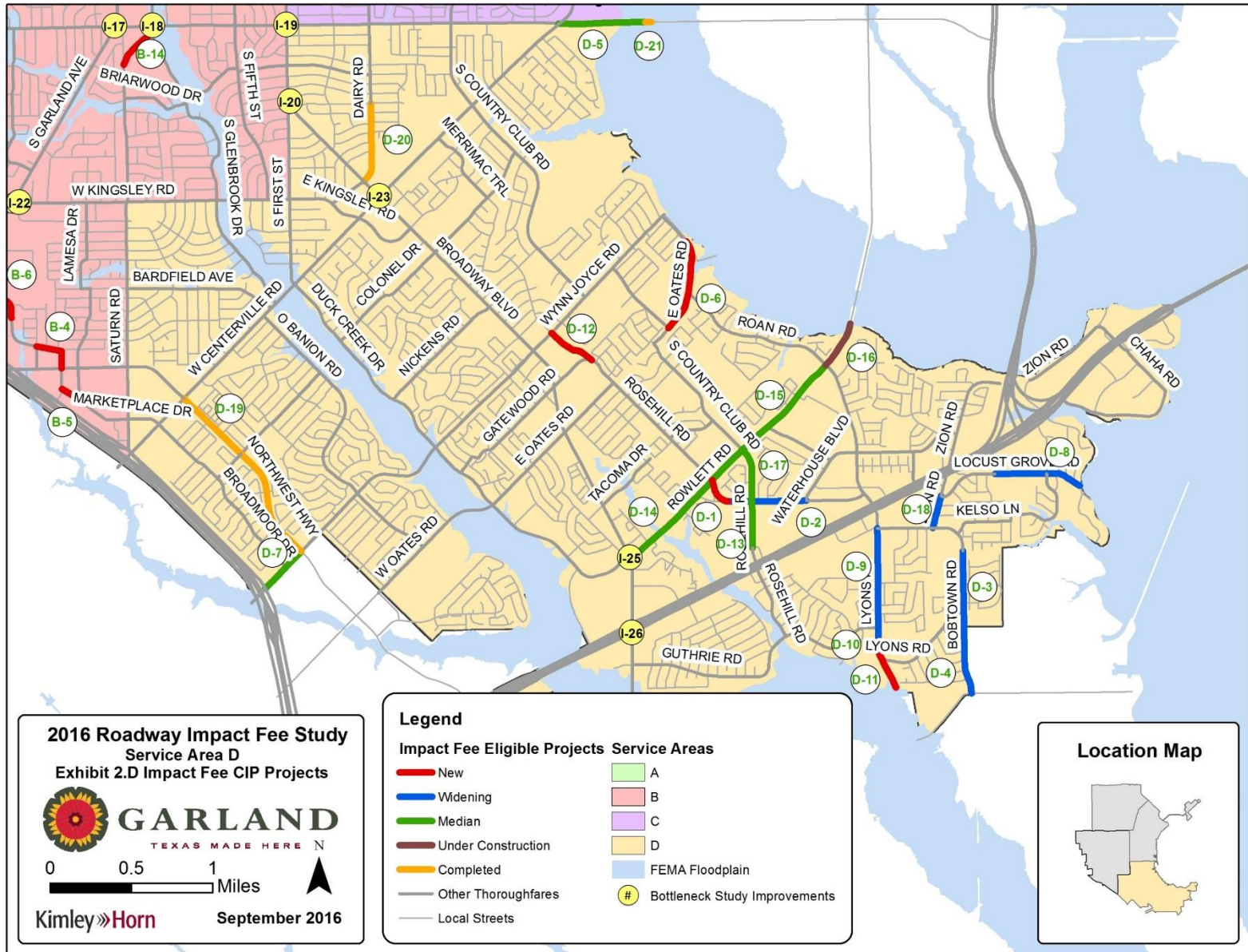
Service Area C



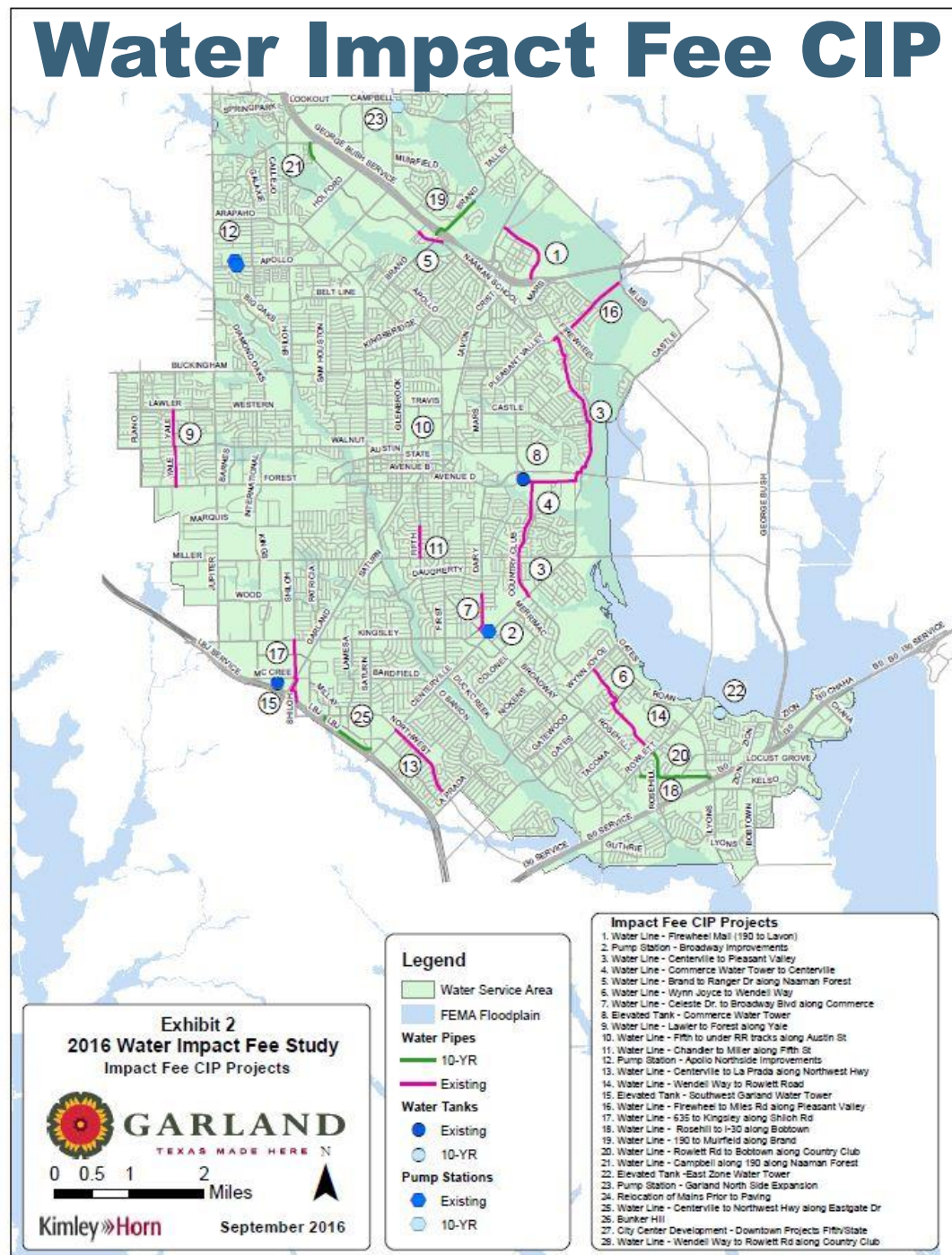
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Service Area D



Water Impact Fee CIP



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Impact Fees

- Are Impact Fees Worth the Trouble?
 - Pays for:
 - Portion of CIP
 - Master Planning
 - Planning Tools
 - Development Regulations
 - Capital Improvement Planning
 - Equitable
 - Roughly Proportional
 - Developments platted without impact fees places more infrastructure burden on taxpayers

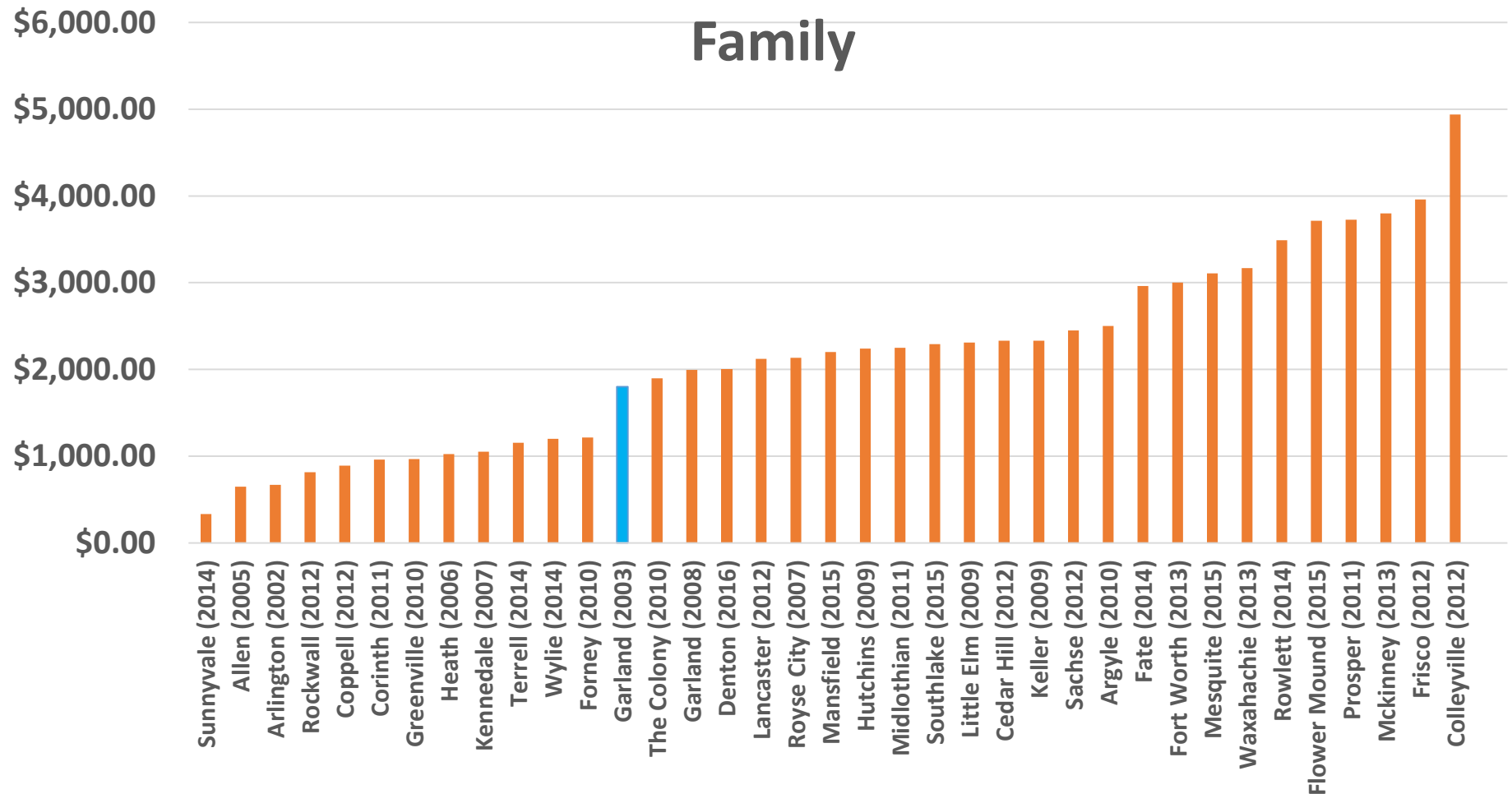


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Comparison to other DFW Cities

Roadway Impact Fees Comparison - Single Family



Note: the City of Plano does not have impact fees

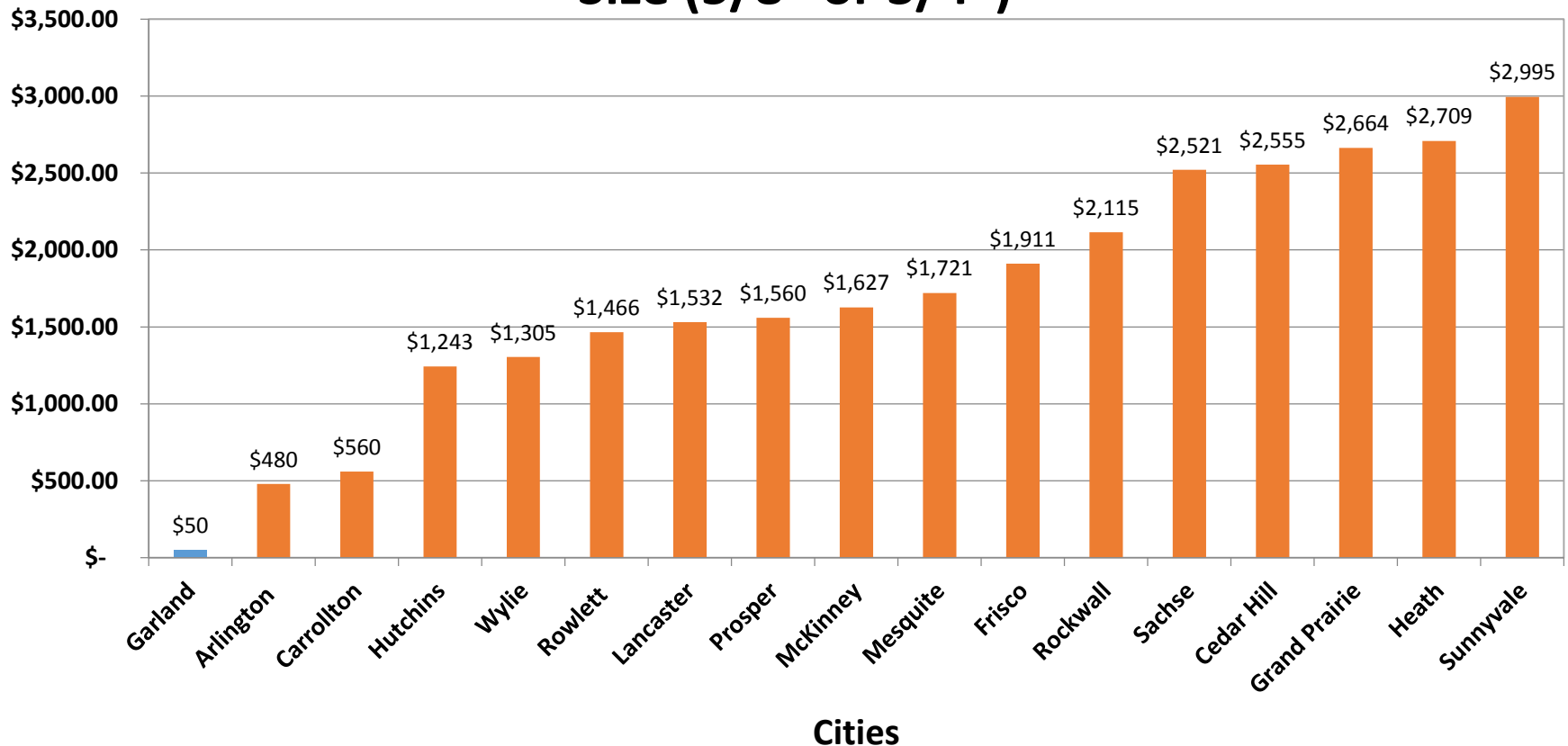


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Comparison to other DFW Cities

Water Impact Fees Comparison – Smallest Meter Size (5/8" or 3/4")



Note: the City of Plano does not have impact fees

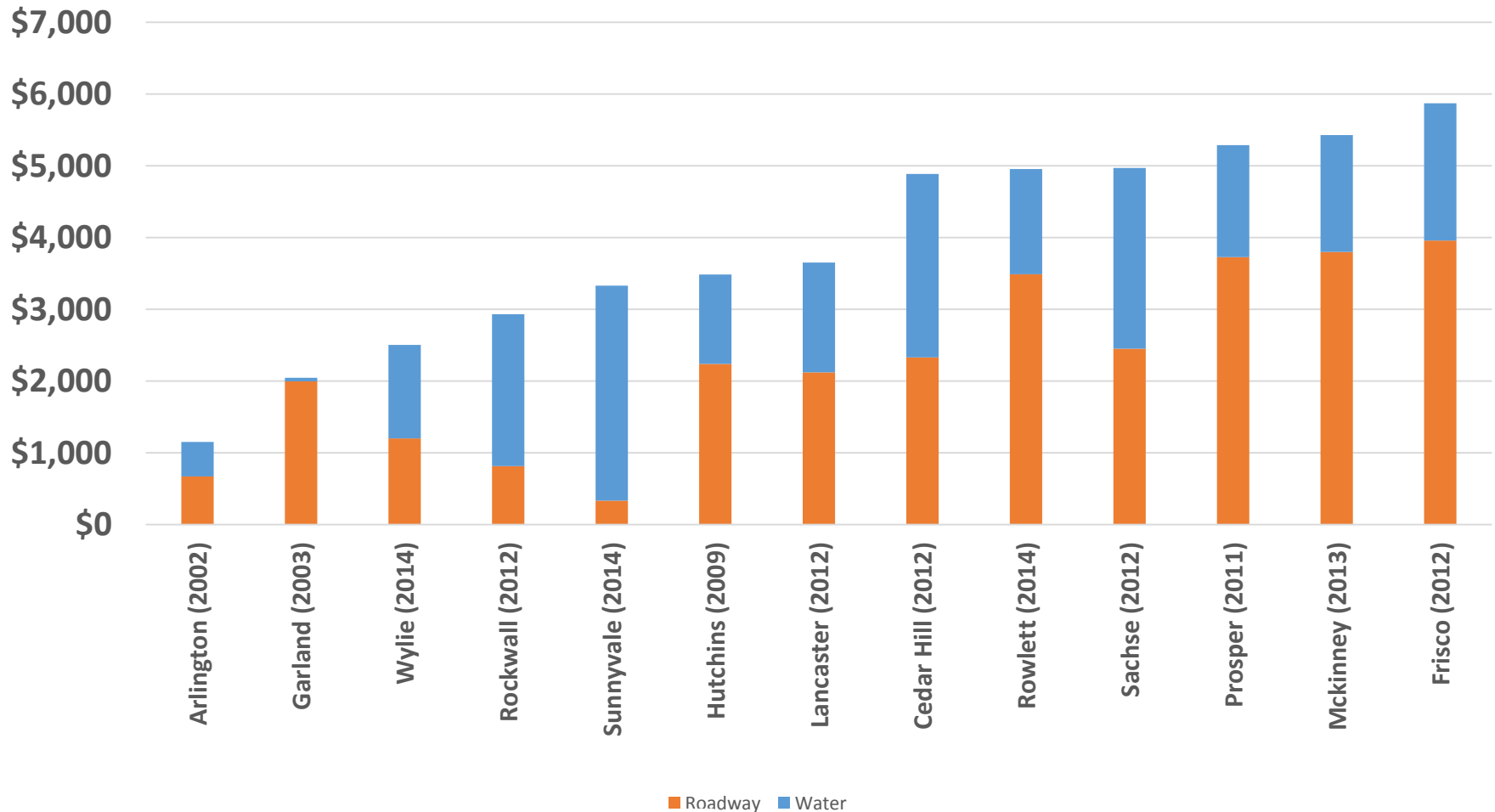


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Comparison to other DFW Cities

Roadway + Water Impact Fee Comparison - Single Family



Note: the City of Plano does not have impact fees

Maximum Fee Service Area Comparison – Single Family

Current Service Area	Adopted Collection Rate	Proposed Service Area	Maximum Fee*	Proposed Collection Rate
1	\$1,815.45	A	\$3,457	TBD Set by Council
2	\$902.03			
4	\$359.10			
5	\$2,091.90			
7	\$1,459.20	B	\$6,884	TBD Set by Council
8	\$4,213.73			
10	\$1,745.63			
11	\$1,466.33			
13	\$2,089.38			
3	\$837.90	C	\$8,763	TBD Set by Council
6	\$2,449.58			
9	\$1,242.60			
12	\$1,645.88	D	\$5,111	TBD Set by Council
14	\$2,089.05			
15	\$3,646.58			
16	\$699.68			
17	\$1,152.83			
18	\$2,616.30			
*Fees estimated based on 90% of pre-credit maximum				





NEXT STEPS

Garland Impact Fee Next Steps

- Establish Council/Advisory Committee (CIAC)
 - Workshop Advisory Meeting
 - Draft Impact Fee Report – August 2016
 - Final Impact Fee Report – September 2016
 - Set Public Hearing 
 - Advertise Public Hearing
 - Advisory Committee Meeting for Comments
 - Council Public Hearing
 - Public Comments
- October 2016
- November 2016



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Today's Request

- Provide direction
- Set public hearing



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