Council Chambers at City Hall
Tuesday, October 8, 2024
7 p.m.

William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND
REGULAR MEETING OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Council Chambers at Garland City Hall is wheelchair accessible, and ADA parking is available on State Street as well as in the public parking garage behind City Hall. Persons who may need assistive listening devices or interpretation/translation services are asked to contact the City Secretary's Office at 972-205-2404 as soon as possible prior to the meeting so that we may do all we can to provide appropriate arrangements.

Garland City Council meetings are livestreamed and available on-demand at GarlandTX.tv. They are also broadcast on Spectrum Channel 16, Frontier Channel 44 and AT&T Uverse Channel 99. Closed captioning is available for each in English and Spanish.

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

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is a custom and tradition of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of each Regular Meeting. Members of the audience are invited but not required to participate. The decision to participate is strictly a matter of personal choice. It has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during this meeting.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

- **Pet of the Month**

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

1. **Approve the minutes of the September 10, 2024 Joint Meeting with the Plan Commission**

2. **Approve the minutes of the September 17, 2024 Regular Meeting**

3. **Approve the following bids:**

a. **Demolition 101 & 103 W Ave D Properties** **Bid No. 1502-24**

Intercon Environmental, Inc. **$440,619.26**

This request is for the removal and disposal of two buildings located at the southeast end of the Downtown District. The City acquired the properties with a vision of a future bottleneck improvement along with a high-density residential redevelopment project. The project includes removal and disposal of asbestos-containing materials, demolition of the structures, foundations and paving.

b. **GP&L Girvin to Greasewood II 345kV Transmission Line** **Bid No. 0261-24**

NorthStar Energy Solutions **$413,778.34**

This request is to obtain change order # 1 to PO 35974 issued for the GP&L Girvin to Greasewood II 345kV Transmission Line project. This change order is for costs associated with delays in material deliveries and additional requested work to complete the project. This is part of the approved Girvin to Greasewood II 345kV Transmission Line CIP project.

c. **GP&L Olinger Boiler Chemical Cleaning** **Bid No. 0383-24**

HPC Industrial Services, LLC **$546,008.42**

This request is to obtain a chemical cleaning on the GP&L Olinger Unit 2 and 3 boilers as part of routine boiler maintenance activities.

d. **Holford Fitness Equipment** **Bid No. 665-22**

Marathon Fitness **$324,203.34**

This request is for all new fitness equipment at Holford Recreation Center. The new recreation center, a 2019 Bond Project, is scheduled to open mid-2025.

e. **GP&L Substation Testing & Commissioning** **Bid No. 1320.24**

7W Consulting, LLC **$500,000.00**

This request is to obtain as-needed equipment testing, commissioning, consulting services for GP&L and TMPA Substations, and necessary reports and documentation required to comply with NERC. This will be an initial term contract with three optional renewals.7W Consulting, LLC received the highest evaluated score, offering the Best Value for the City.

f. **GP&L Lookout Substation 138kV Terminal Engineering Services** **Bid No. 1483-24**

Burns & McDonnell Engineering Company, Inc. **$1,118,500.00**

This request is to obtain professional engineering services needed to support the addition of a 138kV terminal at the GP&L Lookout Substation. This is part of the approved GP&L Lookout Terminal to Holford CIP project.

g. **GP&L Wynn Joyce Pole Replacement Project** **Bid No. 1372-24**

KBS Electrical Distributors, Inc. **$1,968,073.00**

This request is to obtain steel structures for the GP&L Wynn Joyce Transmission Line. This is part of the approved GP&L Wynn Joyce Pole Replacement CIP project. An owner's contingency is included for any additional materials that may be required.

h. **GP&L Girvin Switch Station Engineering Services Addendum** **Bid No. 0247-23**

Burns & McDonnell Engineering Company, Inc. **$581,000.00**

This request is to obtain an addendum to the GP&L Girvin Switch Station Engineering Services contract for technical modifications to the project and to maintain the project completion schedule in recognition of material delivery delays. This is part of the approved GP&L Girvin Switch Station CIP project.

i. **GP&L Holford Switch Station to Lookout Transmission Line - Material** **Bid No. 1290-24**

Techline, Inc. **$800,000.00**

This request is for the purchase of material needed for the Holford Switch Station to Lookout Transmission Line. This is part of the approved Lookout and Campbell 138kV transmission lines to the new Holford Switch Station CIP project. An owner's contingency has been included for any unforeseen material items needed.

j. **GP&L Spencer 5-2 Circulating Water Pump Motor Repair** **Bid No.0565-24**

Flanders Electric, LLC **$34,000.00**

This request is to approve a Change Order to the current Blanket Order 9812 for a motor repair at the Spencer Power Plant. Additional funding is needed due to the cost of an unplanned motor repair at the Spencer Power Plant.

k. **GP&L Holford Switch Station to Campbell Switch Station Transmission Line** **Bid No. 1393-24**

Great Southwestern Construction **$2,300,000.00**

This request is to obtain construction services needed for the Holford Switch Station to Campbell Switch Station 138kV transmission line. This is part of the approved GP&L Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any unforeseen material items needed.

l. **TMPA Dansby to Steep Hollow 138kV Transmission Line** **Bid No. 0991-24**

Primoris T&D Services, LLC **$5,814,104.39**

This request is to approve a Change Order to the current Blanket Order 9812 for a motor repair at the Spencer Power Plant. Additional funding is needed due to the cost of an unplanned motor repair at the Spencer Power Plant.

m. **2024 Level Lifting & Stabilization Contract** **Bid No. 1376-24**

KKE Concrete Lifting, Inc. **$1,000,000.00**

This request is to authorize the award of a term contract for pavement level lifting and soil stabilization services. This approval is for a one-year term contract with two optional renewals.

4. **Garland Cultural Arts Commission, Inc. Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement**

   Approve the 2024-2025 Garland Cultural Arts Commission, Inc. Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement.

5. **Facilities Management Warehouse Rental**

   Approve a lease agreement to relocate stored materials and equipment to 2050 Forest Lane, Suite 250, and authorize the City Manager to execute such documents necessary to complete the transaction.

6. **Interlocal Agreement between City of Garland and DART for the Lake Ray Hubbard Transit Center**

   Approve an Interlocal Agreement between City of Garland and DART for the Lake Ray Hubbard Transit Center.

7. **Resolution Approving a Project Specific Agreement with Dallas County for Maintenance Improvements on Buckingham Road**

   Approve a resolution authorizing the City Manager to execute a Project Specific Agreement with Dallas County for maintenance improvements on Buckingham Road from Shiloh Road to the West Garland city limit.

8. **Reallocation of CDBG CARES Act Funding for James Park**

   Approve the reallocation of unspent CDBG-CV (CARES ACT) funding from the completed Dallas College Project for the expansion of the Council-approved James Park Project.

9. **Amendments to the Code of Ordinances - Chapter 21**

   Approve an ordinance amending Chapter 21 of the Code of Ordinances to allow for partial cost recovery for certain vehicle collisions, vehicle fires, hazardous standbys, and special rescues.This amendment also amends Chapter 21 by defining hazardous materials, hazardous material incidents, and allowing for full cost recovery of City incurred costs associated with the response to hazardous material incidents.

10. **Adoption of Fees for Certain Fire Department Responses**

    Approve an ordinance amending the Master Fee Schedule of Chapter 10 of the Code of Ordinances pertaining to fees for partial cost recovery for certain vehicular collisions, vehicle fires, hazardous standbys, and special rescues that the fire department responds to.

ITEMS FOR INDIVIDUAL CONSIDERATION

Members of the audience may provide public comment in favor, in opposition or about any of the items for individual consideration. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers) and give it to the City Secretary in advance of the respective agenda item. Speakers are grouped by agenda item and will be called in the order of the agenda. All comments and testimony are to be presented from the podium. The Mayor may impose a time limit and may provide for rebuttal.

11. **Ordinance Adopting 50% Non-Retroactive Repeating COLA for Retirees and their Beneficiaries under TMRS**

Council will consider an ordinance adopting a 50% Non-Retroactive Repeating COLA to be added to the TMRS Plan effective January 1, 2025.

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

ADJOURN

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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 dismissalof 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 to 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]*

Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session **1.**
Meeting Date: 10/08/2024
Title: City Council Joint Meeting Minutes- September 10, 2024
Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary
Approve the minutes of the September 10, 2024 Joint Meeting with the Plan Commission

Background
N/A

Consideration / Recommendation
Approve the September 10, 2024 Joint Meeting Minutes as presented.

Attachments
City Council Joint Meeting Minutes- September 10, 2024

D R A F T

GARLAND

MINUTES

The City Council and the Plan Commission of the City of Garland convened the joint meeting at 6:30 p.m. on Tuesday, September 10, 2024, in the Council Chambers at the William E. Dollar Municipal Building, 200 N. Fifth Street, Garland, Texas, with the following members present:

Present:	Scott LeMay, Mayor Ed Moore, Mayor Pro Tem Margaret Lucht, Deputy Mayor Pro Tem Jeff Bass, Council Member Kris Beard, Council Member B.J. Williams, Council Member Carissa Dutton, Council Member Dylan Hedrick, Council Member Chris Ott, Council Member Scott Roberts, Chairman Julius Jenkins, 1st Vice Chair Wayne Dalton, 2nd Vice Chair Stephanie Paris, Commissioner Georgie Cornelius, Commissioner Jaric Jones, Commissioner Patrick Abell, Commissioner Michael Rose, Commissioner Bob Duckworth, Commissioner
Staff Present:	Jud Rex, City Manager Brian England, City Attorney Andy Hesser, Assistant City Manager Phil Urrutia, Assistant City Manager Jennifer Stubbs, City Secretary Angela Self, Interim Planning Director Becky King, Managing Director Paul Luedtke, Transportation Director Elisa Morales, Administrative Services Supervisor

1. PUBLIC COMMENTS

Persons who desire to address the City Council and Plan Commission on any item on the agenda are allowed three minutes to speak. Testimony may be held until the item is considered or given at the beginning of any committee meeting. Invited testimony may also occur at any time, subject to a request of the City Council or Plan Commission and with the approval of the Mayor.

There was no one who wished to speak under the Public Comments item.

ITEMS FOR INDIVIDUAL CONSIDERATION

a. Presentation & Introduction of the Garland Forward 2050 Comprehensive Plan.

- The Plan's focus will be communicating the fiscal impacts of development decisions and developing a community-wide effort to develop responsibly.

Mr. Hesser introduced Kevin Shepherd, a consultant from Verdunity, who delivered an insightful presentation on the Garland 2050 Comprehensive Plan. Mr. Shepherd outlined the plan's structure and timeline, providing a thorough overview of its components. He guided the City Council and Plan Commission through an in-depth discussion and addressed questions.

b. Review of the project schedule.

Mr. Shepherd stated that the project's website was garlandforward.com. He discussed the project engagement opportunities and reviewed the project schedule with the City Council and the Plan Commission.

c. Discussion facilitated by Verdunity aimed at capturing initial thoughts on key topics to be addressed within the Plan.

Discussion took place earlier in the meeting.

2. ADJOURN

Mayor LeMay adjourned the meeting at 8:41 p.m.

CITY OF GARLAND, TEXAS

/s/ Scott LeMay, Mayor

/s/ Jennifer Stubbs, City Secretary

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session 2.

Meeting Date: 10/08/2024

Title: City Council Regular Meeting Minutes- September 17, 2024

Submitted By: Jennifer Stubbs, City Secretary

Issue/Summary

Approve the minutes of the September 17, 2024 Regular Meeting

Background

N/A

Consideration / Recommendation

Approve the September 17, 2024 Regular Meeting Minutes as presented.

Attachments

City Council Regular Meeting Minutes- September 17, 2024

D R A F T

GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, September 17, 2024, in the Council Chambers at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present:	Mayor Scott LeMay
	Mayor Pro Tem Ed Moore
	Deputy Mayor Pro Tem Margaret Lucht
	Council Member Jeff Bass
	Council Member Kris Beard
	Council Member B.J. Williams
	Council Member Carissa Dutton
	Council Member Dylan Hedrick
	Council Member Chris Ott
Staff Present:	City Manager Jud Rex
	Deputy City Manager Mitch Bates
	Assistant City Manager Andy Hesser
	Assistant City Manager Crystal Owens
	Assistant City Manager Phil Urrutia
	City Attorney Brian England
	City Secretary Jennifer Stubbs
	Deputy City Secretary Tracy Allmendinger

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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Councilmember Beard provided the legislative prayer and led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations, recognize attendees or accomplishments, and make announcements regarding City events or other matters of interest to citizens including but not limited to listed items. There will be no Council discussion or votes on these matters.

There were no Mayoral Proclamations, Recognitions, or Announcements.

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous Work Session, and approval of the consent agenda authorizes the City Manager or his designee to execute each item. The Mayor will announce the consent agenda and provide an opportunity for members of the audience, as well as Council, to request that any item be removed and considered separately.

Citizen Comments: Dave Brady.

Councilmember Beard made a motion to approve the consent agenda as presented. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

1. APPROVED **Approve the minutes of the September 3, 2024 Regular Meeting**

2. **Approve the following bids:**

a. APPROVED **GP&L Oates Road 138kV Substation Rebuild Engineering Services** — **Bid No. 1397-24**

Burns & McDonnell Engineering Company, Inc. — **$3,937,250.0**

This request is to obtain professional engineering services needed to support the rebuild of the GP&L Oates Road Substation. This is part of the approved GP&L Oates Road Substation Rebuild CIP project.

b. APPROVED **Naaman School Road Construction Services** — **Bid No. 1042-24**

DDM Construction Corp. — **$31,655,566.80**

This request is to provide construction services for Naaman School Road between Brand Road and State Highway 78 (Lavon Drive).

c. APPROVED **Firefighter Bunker Gear Replacement** — **Bid No. 1366-24**

NAFECO — **$500,000.00**

This request is for bunker gear replacement, including Firefighter PPE, primary, secondary, and replacement sets. This approval is for a term agreement with four optional renewals.

d. APPROVED **Five Replacement Ambulance Bodies for the Garland Fire Department** — **Bid No. 1419-24**

Frazer, LTD. — **$1,578,272.17**

This request is for the purchase of five replacement Frazer Ambulance Bodies for the Garland Fire Department.

e. APPROVED **GP&L Oakland Substation Electrical Construction** — **Bid No. 1144-24**

Primoris T&D Services, LLC. — **$7,450,000.00**

This request is to obtain electrical construction services for the GP&L Oakland Substation. Services include all electrical connections, bus work, and control enclosure installations needed for the station. This is part of the approved GP&L Oakland Substation Rebuild CIP project. An owner's contingency is included for any additional materials that may be required.

f. APPROVED **Term Contract for Major Medical Services** **Bid No. 0711-24**

Blue Cross Blue Shield of Texas	**$9,618,809.00**
Blue Cross Blue Shield of Texas (Premiums Credits & Rebates)	**($5,964,545.00)**
Metropolitain Life Insurance Company	**$264,645.00**
VSP Vision Care	**$79,511.00**

This request is to authorize the award of term contracts for medical third-party administration (TPA), pharmacy services (Rx), stop loss, dental, and vision insurance. This approval is for a one year term contract with two optional renewals.

g. APPROVED **Stryker Ambulance Powered Cots and Powered Cot Loaders** **Bid No. 1363-24**

Stryker Sales Corp. **$318,322.23**

This request is for the purchase of ambulance cots and cot loader systems for five new ambulances approved for replacement in the 2023 and 2024 CIP.

h. APPROVED **GP&L Campbell Substation Terminal Upgrade Electrical Construction** **Bid No. 1224-24**

Primoris T&D Services, LLC. **$490,000.00**

This request is to obtain electrical construction services for a terminal upgrade at the GP&L Campbell Substation. This is part of the approved GP&L Campbell Terminal to Holford CIP project. An owner's contingency is included for any additional services that may be required.

i. APPROVED **GP&L Emergency Distribution Restoration Services** **Bid No. 1063-24**

MasTec North America **$61,425.87**

This request is to obtain Change Order No. 2 to Purchase Order 36488 issued for emergency GP&L Distribution restoration services from the May 28, 2024 storm.

3. **A public hearing was previously conducted for the zoning case(s) below. Council approved the zoning request(s) and instructed staff to bring forth the following ordinances:**

a. APPROVED **Z 24-27 Moin Muhammad (District 8)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a change in zoning from Industrial (IN) District to Community Retail (CR) District on a 1.766-acre tract of land located at 1010 North Shiloh Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

b. APPROVED **Z 23-07 JQ Infrastructure (District 1)**

Approve an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving (1) an Amendment to Table 5-1 (Schedule of Uses) of Planned Development (PD) District 23-46 for Mixed Uses and (2) a Detail Plan for a Ground Water Storage Tank Use on a 16.335-acre tract of land located at 2301 Lookout Drive providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of

Compliance Clause; providing a Savings Clause and a Severability Clause; and providing an effective date.

4. APPROVED **Agreement to Purchase Real Property near State Hwy 190 and Holford Road**

Authorize the City Manager to execute a contract to purchase real property at the corner of Holford Road and State Hwy 190.

5. APPROVED **Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2025 Comprehensive Grant**

Approve a resolution authorizing the City Manager to accept the State of Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Grant for FY 2024-25 in the amount of $120,573.76.

6. APPROVED **Renewal of Interlocal Agreement between Garland Health Department and Parkland Health & Hospital System**

Authorize the City Manager or his designee to execute a renewal of the Interlocal Agreement between the City of Garland and Dallas County Hospital District dba Parkland Health & Hospital System to provide social work services, thus fulfilling Texas Department of State Health Services contract requirements.

7. APPROVED **Atmos Settlement Agreement**

Authorize the Settlement Agreement with Atmos Energy Mid-Tex Division ("Atmos") and the resulting rate change under the Rate Review Mechanism (RRM) tariff.

8. APPROVED **Interlocal Agreement between City of Garland and DART for the South Garland Transit Center**

Approve an Interlocal Agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future Transit-Oriented Development at the South Garland Transit Center.

9. APPROVED **Interlocal Agreement for Tax Foreclosed Properties**

Approve an Interlocal Agreement with Dallas County and Garland Independent School District for the sale of tax-foreclosed properties through a formal resolution.

ITEMS FOR INDIVIDUAL CONSIDERATION

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10. APPROVED **FY 2024-25 Civil Service Classifications and Compensation**

Council is asked to consider and approve the adoption of the FY 2024-25 Civil Service Classifications and Compensation Ordinance.

Councilmember Beard made a motion to approve the ordinance as presented. Councilmember Bass seconded the motion. All voted in favor. The motion carried.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

11. APPROVED Citywide Appointment

- April Smith - Animal Services Committee, Educational Representative

Councilmember Beard made a motion to approve the appointment. Councilmember Hedrick seconded the motion. All voted in favor. The motion carried.

12. APPROVED Citywide Appointment

- David Fuentes- Animal Services Advisory Committee, Shelter Operations Coordinator

Councilmember Beard made a motion to approve the appointment. Deputy Mayor Pro Tem Lucht seconded the motion. All voted in favor. The motion carried.

13. APPROVED Citywide Appointment

- Deana Siegler- Animal Services Advisory Committee, Non-Profit Animal Welfare Official

Councilmember Beard made a motion to approve the appointment. Councilmember Dutton seconded the motion. All voted in favor. The motion carried.

14. APPROVED Deputy Mayor Pro Tem Lucht

- Catherine Haedge - Environmental and Community Advisory Board

Deputy Mayor Pro Tem Lucht made a motion to approve the appointment. Councilmember Hedrick seconded the motion. All voted in favor. The motion carried.

CITIZEN COMMENTS

Members of the audience wishing to address issues not on the meeting agenda may have three minutes to speak. However, according to the Texas Open Meetings Act, Council is prohibited from discussing any item not on the posted agenda.

William Gardenhire.

ADJOURN

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Mayor LeMay adjourned the meeting at 7:17 p.m.

Submitted By:

____

Scott LeMay, Mayor

____

Jennifer Stubbs, City Secretary

GARLAND

PURCHASING REPORT

City Council Regular Session 3. a.

Meeting Date: 10/08/2024
Item Title: Demolition 101 & 103 W Ave D Properties
Submitted By: Ayako Schuster, Economic Development Director
Bid Number: 1502-24

Purchase Justification:
The request is for the removal and disposal of two buildings located at the southeast end of the Downtown District. The City acquired the properties with a vision of a future bottleneck improvement along with a high-density residential redevelopment project. The project includes removal and disposal of asbestos-containing materials, demolition of the structures, foundations and paving.

Evaluation:
The demolition services are available from Intercon Environmental, Inc. through the TIPS Cooperative Purchasing Contract RCSP 23010405. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
Intercon Environmental, Inc.	All	$440,619.26
	TOTAL:	**$440,619.26**

Basis for Award: Cooperative Purchase
Purchase Requisition #: 52292

Fiscal Impact

Total Project/Account: $2,918,391
Expended/Encumbered to Date (Including this Item): $2,864,354
Proposed Balance: $54,037
Account #: 656-1509-1053419-9001
Fund/Dept/Project Description and Comments:
ED CIP / Economic Development & Redevelopment Program - Acquisition and Redevelopment of 101 and 103 W. Ave. D Properties project

Budget Type: CIP
Fiscal Year: 2024
Document Location: Page 160

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/25/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/25/2024

GARLAND

PURCHASING REPORT

City Council Regular Session **3. b.**

Meeting Date: 10/08/2024

Item Title: GP&L Girvin to Greasewood II 345kV Transmission Line

Submitted By: Steve Martin, GP&L Transmission Director

Bid Number: 0261-24

Purchase Justification:

This request is to obtain change order # 1 to PO 35974 issued for the GP&L Girvin to Greasewood II 345kV Transmission Line project. This change order is for costs associated with delays in material deliveries and additional requested work to complete the project. This is part of the approved Girvin to Greasewood II 345kV Transmission Line CIP project.

Evaluation:

NorthStar Energy Solutions was awarded the original PO 35974 in the amount of $2,171,232.37 at the February 06, 2024 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

Vendor	*Item*	*Amount*
NorthStar Energy Solutions	All	$413,778.34
	TOTAL:	**$413,778.34**

Basis for Award: Change Order

Purchase Requisition #: 52280

Fiscal Impact

Total Project/Account: $7,686,000

Expended/Encumbered to Date (Including this Item): $7,190,596

Proposed Balance: $495,404

Account #: 210-3599-3145601-7111

Fund/Dept/Project Description and Comments:

Electric CIP / Transmission Lines Program

Budget Type: CIP

Fiscal Year: 2024

Document Location: Page 268

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/24/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/23/2024

GARLAND

PURCHASING REPORT

City Council Regular Session 3. c.

Meeting Date: 10/08/2024
Item Title: GP&L Olinger Boiler Chemical Cleaning
Submitted By: David Bernard, GP&L Production Services Director
Bid Number: 0383-24

Purchase Justification:
This request is to obtain a chemical cleaning on the GP&L Olinger Unit 2 and 3 boilers as part of routine boiler maintenance activities.

Evaluation:
A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated based on the published criteria. HPC Industrial Services, LLC received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	***Item***	***Amount***
HPC Industrial Services, LLC	All	$496,371.19
Owner's Contingency		49,637.13
	TOTAL:	**$546,008.42**

Basis for Award: Best Value
Purchase Requisition #: 50658

Fiscal Impact

Total Project/Account: $3,899,674 *
Expended/Encumbered to Date (Including this Item): $546,008
Proposed Balance: $3,353,666
Account #: 211-3433-7111
Fund/Dept/Project Description and Comments:
Electric Utility Fund / GP&L Production

* Expenditure not anticipated until FY 2024-25. Fiscal impact based on FY 2024-25 Adopted Budget.

Attachments

Bid Recap

Budget Type:	Operating Budget		
Fiscal Year:	2024-25		
Document Location:	FY 2024-25 Proposed Budget Page 215		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/24/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/23/2024

CITY OF GARLAND - BID RECAP SHEET
OPENED: 03/19/2024
REQ. NO 50658
BID NO 0383-24
PAGE: 1 of 1
BUYER: L. Segura

ITEM	QTY	UNIT	DESCRIPTION	HPC Industrial Services, LLC UNIT PRICE	HPC Industrial Services, LLC TOTAL	B&W Energy Services, Inc. UNIT PRICE	B&W Energy Services, Inc. TOTAL	Ceda Services and Projects, LP UNIT PRICE	Ceda Services and Projects, LP TOTAL	UNIT PRICE	TOTAL
			Bid Price for Evaluation		$496,371.29		$557,600.00		$575,298.67		
			Evaluation Criteria:								
			Price	Maximum = 40	40.00		36.00		35.00		
			Completeness of Bid Response	Maximum = 20	20.00		20.00		18.00		
			Health & Safety	Maximum = 30	30.00		30.00		15.00		
			Equipment List	Maximum = 10	10.00		10.00		10.00		
			Total Score:	Maximum = 100	100.00		96.00		78.00		
			TOTAL GROSS PRICE		$496,371.29		$557,600.00		$575,298.67		
			CASH DISCOUNT								
			TOTAL NET PRICE		$496,371.29		$557,600.00		$575,298.67		
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW: **$557,600.00**
LOW: **$496,371.29**
SAVINGS: **$62,228.71**

829 # IonWave Notifications
94 # IonWave HUBS
0 # Direct Contact HUBS
0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

GARLAND

PURCHASING REPORT

City Council Regular Session 3. d.

Meeting Date: 10/08/2024
Item Title: Holford Fitness Equipment
Submitted By: D'Lee Williams, Recreation Director
Bid Number: 1497-24

Purchase Justification:
This request is for fitness equipment for Holford Recreation Center.

Evaluation:
The fitness equipment is available from Marathon Fitness through the BuyBoard Cooperative Purchasing Contract 665-22. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
Marathon Fitness	All	$324,203.34
	TOTAL:	**$324,203.34**

Basis for Award: Cooperative Purchase
Purchase Requisition #: 52252

Fiscal Impact

Total Project/Account: $41,660,000 *
Expended/Encumbered to Date (Including this Item): $40,006,847
Proposed Balance: $1,653,153
Account #: 692 142918365009007
Fund/Dept/Project Description and Comments:
Park CIP / Holford Recreation Center and Neighborhood Aquatic Center Project

* The Holford Recreation Center and Neighborhood Aquatic Center Project will continue into 2025, and additional funding is included in 2025 for the completion of this project, as reflected in the 2024 Adopted CIP.

Budget Type: CIP
Fiscal Year: 2024
Document Location: Page 64

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/24/2024
Purchasing Director Approval: Gary L. Holcomb Approval Date: 09/23/2024

GARLAND

PURCHASING REPORT

City Council Regular Session 3. e.

Meeting Date: 10/08/2024
Item Title: GP&L Substation Testing & Commissioning
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 1320-24

Purchase Justification:

The purpose of this bid award is to obtain as-needed equipment testing, commissioning, and consulting services for GP&L and TMPA substations. 7W Consulting, LLC will also provide reporting and documentation required to comply with NERC standards. This approval is for a term contract with three (3) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on the published criteria. 7W Consulting, LLC received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	*Item*	*Amount*
7W Consulting, LLC	All	$500,000.00
	TOTAL:	**$500,000.00**

Basis for Award: Best Value
Purchase Requisition #: 50658

Fiscal Impact

Total Project/Account: NA
Expended/Encumbered to Date (Including this Item): NA
Proposed Balance: NA
Account #: 451-6999
Fund/Dept/Project Description and Comments:
Electric Utility Fund / GP&L Substations

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L Substations operating accounts as incurred.

Attachments

Bid Recap

Budget Type: Operating Budget
Fiscal Year: 2024-25
Document Location: FY 2024-25 Proposed Budget Page 251

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/24/2024
Purchasing Director Approval: Gary L. Holcomb Approval Date: 09/23/2024

CITY OF GARLAND - BID RECAP SHEET
OPENED: September 10, 2024
REQ. NO. PR 52016
BID NO. 1320-24
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	7W Consulting, LLC UNIT PRICE	7W Consulting, LLC TOTAL	RMS Energy Co., LLC UNIT PRICE	RMS Energy Co., LLC TOTAL	. UNIT PRICE	. TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Price for Evaluation		$271,790.00		$278,082.02				
			Evaluation Criteria:								
			Price	Maximum=20	20.00		20.00				
			Experience	Maximum=44	44.00		16.00				
			Response/Mobilization Time	Maximum=20	16.00		18.00				
			Safety Training	Maximum=16	16.00		2.00				
			Total	Maximum=100	96.00		56.00				
			TOTAL GROSS PRICE		$271,790.00		$278,082.02				
			CASH DISCOUNT								
			TOTAL NET PRICE		$271,790.00		$278,082.02				
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:	$278,082.02	709	# IonWave Notifications
LOW:	$271,790.00	63	# IonWave HUBS
SAVINGS:	**$6,292.02**	2	# Direct Contact HUBS
		0	# HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

GARLAND

PURCHASING REPORT

City Council Regular Session **3. f.**

Meeting Date: 10/08/2024

Item Title: GP&L Lookout Substation 138kV Terminal Engineering Services

Submitted By: Steve Martin, GP&L Transmission Director

Bid Number: 1483-24

Purchase Justification:

This request is to obtain professional engineering services needed to support the addition of a 138kV terminal at the GP&L Lookout Substation. This is part of the approved GP&L Lookout Terminal to Holford CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was selected as the Most Qualified firm for this project from RFQ 0753-19. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
Burns & McDonnell Engineering Company, Inc.	All	$1,118,500.00
	TOTAL:	**$1,118,500.00**

Basis for Award: Most Qualified

Purchase Requisition #: 52246

Fiscal Impact

Total Project/Account:	$2,500,000
Expended/Encumbered to Date (Including this Item):	$1,124,954
Proposed Balance:	$1,375,046
Account #:	210-3799-3181001-7111

Fund/Dept/Project Description and Comments:

Electric CIP / Substations Upgrades Program

Budget Type:	CIP		
Fiscal Year:	2024		
Document Location:	Page 274		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/16/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/13/2024

GARLAND

PURCHASING REPORT

City Council Regular Session 3. g.

Meeting Date: 10/08/2024
Item Title: GP&L Wynn Joyce Pole Replacement Project
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 1372-24

Purchase Justification:
This request is to obtain steel structures for the GP&L Wynn Joyce Transmission Line. This is part of the approved GP&L Wynn Joyce Pole Replacement CIP project. An owner's contingency is included for any additional materials that may be required.

Evaluation:
A request for bids was issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated. Texas Electric Cooperatives, Inc. failed to meet the delivery date for the project timeline, and is deemed non-responsive. KBS Electrical Distributors, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

Vendor	***Item***	***Amount***
KBS Electrical Distributors, Inc.	All	$1,574,458.00
Owner's Contingency		393,615.00
	TOTAL:	**$1,968,073.00**

Basis for Award: Lowest Responsible Bid
Purchase Requisition #: 52073

Fiscal Impact

Total Project/Account: $3,895,000
Expended/Encumbered to Date (Including this Item): $3,558,023
Proposed Balance: $336,977
Account #: Various
Fund/Dept/Project Description and Comments:
Electric CIP / GP&L Transmission Lines Program
Accounts: 210-3599-3137601-6051 and 215-3599-3137601-6051

Attachments

Bid Recap

Budget Type:	CIP		
Fiscal Year:	2024		
Document Location:	Page 268		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/19/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/18/2024

CITY OF GARLAND - **BID** RECAP SHEET
OPENED: September 10, 2024
REQ. NO. PR 52073
BID NO. 1372-24
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	KBS Electrical Distributors, Inc. UNIT PRICE	KBS Electrical Distributors, Inc. TOTAL	Texas Electric Cooperatives, Inc. UNIT PRICE	Texas Electric Cooperatives, Inc. TOTAL	Small Composites, LLC UNIT PRICE	Small Composites, LLC TOTAL	Anixter, Inc. UNIT PRICE	Anixter, Inc. TOTAL	Techline, Inc. UNIT PRICE	Techline, Inc. TOTAL
1	1	Lt.	Wynn Joyce Pole Replacement -		$1,574,458.00		$1,304,000.00		#1,628,240.00		$1,707,933.00		$1,731,318.00
			Steel Fabrication				Non-Responsive		Non-Responsive		Non-Responsive		Non-Responsive
			TOTAL GROSS PRICE		$1,574,458.00								
			CASH DISCOUNT										
			TOTAL NET PRICE		$1,574,458.00								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY										

NEXT LOW:
LOW:
SAVINGS:

363 # IonWave Notifications
34 # IonWave HUBS
3 # Direct Contact HUBS
0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>

GARLAND

PURCHASING REPORT

City Council Regular Session **3. h.**

Meeting Date: 10/08/2024
Item Title: GP&L Girvin Switch Station Engineering Services Addendum
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 0247-23

Purchase Justification:

This request is to obtain an addendum to the GP&L Girvin Switch Station Engineering Services contract for technical modifications to the project and to maintain the project completion schedule in recognition of material delivery delays. This is part of the approved GP&L Girvin Switch Station CIP project.

Evaluation:

Burns & McDonnell Engineering Company, Inc. was awarded the original PO 34203 in the amount of $1,589,000 at the December 13, 2022 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
Burns & McDonnell Engineering Company, Inc.	All	$581,000.00
	TOTAL:	**$581,000.00**

Basis for Award: Change Order
Purchase Requisition #: 52214

Fiscal Impact

Total Project/Account: $24,950,000
Expended/Encumbered to Date (Including this Item): $24,419,571
Proposed Balance: $530,429
Account #: 210-3799-3179001-7111
Fund/Dept/Project Description and Comments:
Electric CIP / Substations Upgrades Program

Budget Type: CIP
Fiscal Year: 2024
Document Location: Page 274

Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/16/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/13/2024

GARLAND

PURCHASING REPORT

City Council Regular Session **3. i.**

Meeting Date: 10/08/2024

Item Title: GP&L Holford Switch Station to Lookout Transmission Line - Material

Submitted By: Steve Martin, GP&L Transmission Director

Bid Number: 1290-24

Purchase Justification:

This request is for the purchase of material needed for the transmission line from the Holford Switch Station to Lookout Switch Station. This is part of the approved Lookout and Campbell 138kV transmission lines to the new Holford Switch Station CIP project. An owner's contingency has been included for any unforeseen material items needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. KBS Electrical Distributors, Inc. and Anixter, Inc. were deemed non-responsive due to failing to provide the required documentation for the brace line post assembly. Techline, Inc. is a qualified bidder, quoted all items, met all requirements of the specifications, and is recommended as the Lowest Responsible Bid.

Award Recommendation:

Vendor	*Item*	*Amount*
Techline, Inc.	All	$691,505.81
Owner's Contingency		$108,494.19
	TOTAL:	**$800,000.00**

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 51904

Fiscal Impact

Total Project/Account: $4,250,000

Expended/Encumbered to Date (Including this Item): $875,137

Proposed Balance: $3,374,863

Account #: 210-3599-3144301-6051

Fund/Dept/Project Description and Comments:

Electric CIP/ GP&L Transmission Lines Program

Attachments

Bid Recap

Budget Type: CIP

Fiscal Year: 2024

Document Location: Page 268

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/24/2024

Purchasing Director Approval: Gary L. Holcomb Approval Date: 09/23/2024

CITY OF GARLAND - BID RECAP SHEET
OPENED: August 20, 2024
REQ. NO. PR 51904
BID NO. 1290-24
PAGE: 1 of 1
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Techline, Inc. UNIT PRICE	Techline, Inc. TOTAL	Texas Electric Cooperatives, Inc. UNIT PRICE	Texas Electric Cooperatives, Inc. TOTAL	KBS Electrical Distributors, Inc. UNIT PRICE	KBS Electrical Distributors, Inc. TOTAL	Anixter, Inc. UNIT PRICE	Anixter, Inc. TOTAL
1	1	1	Holford to Lookout T-Line Materials		$691,505.81		$1,097,386.27		Non-Responsive		Non-Responsive
			TOTAL GROSS PRICE		$691,505.81		$1,097,386.27				
			CASH DISCOUNT								
			TOTAL NET PRICE		$691,505.81		$1,097,386.27				
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW: $1,097,386.27
LOW: $691,505.81
SAVINGS: **$405,880.46**

360 # IonWave Notifications
33 # IonWave HUBS
7 # Direct Contact HUBS
0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

GARLAND

PURCHASING REPORT

City Council Regular Session **3. j.**

Meeting Date: 10/08/2024
Item Title: GP&L Spencer 5-2 Circulating Water Pump Motor Repair
Submitted By: David Bernard, GP&L Production Services Director
Bid Number: 0565-24

Purchase Justification:
This request is to approve a Change Order to the current Blanket Order 9812 for a motor repair at the Spencer Power Plant. Additional funding is needed due to the cost of an unplanned motor repair at the Spencer Power Plant.

Evaluation:
Flanders Electric, LLC was awarded the original BL 9812 in the amount of $45,000 on April 1, 2024. Change order 1 was approved in the amount of $49,876 on August 1, 2024. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
Flanders Electric, LLC	All	$34,500.00
	TOTAL:	**$34,500.00**

Basis for Award: Change Order
Purchase Requisition #: 52155

Fiscal Impact

Total Project/Account: NA
Expended/Encumbered to Date (Including this Item): NA
Proposed Balance: NA
Account #: 451-6999
Fund/Dept/Project Description and Comments:
Electric Utility Fund / GP&L Production

Term Contract sets price but does not commit funds. Expenses will be charged to GP&L Production operating accounts as incurred.

Budget Type: Operating Budget
Fiscal Year: 2024-25
Document Location: FY 2024-25 Proposed Budget Page 251

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/24/2024
Purchasing Director Approval: Gary L. Holcomb Approval Date: 09/23/2024

GARLAND

PURCHASING REPORT

City Council Regular Session 3. k.

Meeting Date: 10/08/2024
Item Title: GP&L Holford Switch Station to Campbell Switch Station Transmission Line
Submitted By: Steve Martin, GP&L Transmission Director
Bid Number: 1393-24

Purchase Justification:

This request is to obtain construction services needed for the Holford Switch Station to Campbell Switch Station 138kV transmission line. This is part of the approved GP&L Holford 138kV Line Loop Addition CIP project. An owner's contingency has been included for any unforeseen material items needed.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Seven (7) bids were received and evaluated based on the published criteria. 5 Star Electric and Henkels and McCoy, Inc. submitted project timelines that did not meet the required schedule, and are deemed non-responsive. Power Standard, LLC submitted unacceptable terms in their Clarifications and Assumptions document and are deemed non-responsive. Great Southwestern Construction received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

Vendor	*Item*	*Amount*
Great Southwestern Construction	All	$2,017,547.33
Owner's Contingency		282,452.67
	TOTAL:	**$2,300,000.00**

Basis for Award: Best Value
Purchase Requisition #: 52105

Fiscal Impact

Total Project/Account: $4,250,000
Expended/Encumbered to Date (Including this Item): $3,175,137
Proposed Balance: $1,074,863
Account #: 210-3599-3144301-6051
Fund/Dept/Project Description and Comments:
Electric CIP / Transmission Lines Program

Attachments

Bid Recap

Budget Type: CIP
Fiscal Year: 2024
Document Location: Page 268

Budget Director Approval: Allyson Bell Steadman Approval Date: 09/24/2024
Purchasing Director Approval: Gary L. Holcomb Approval Date: 09/23/2024

CITY OF GARLAND - BID RECAP SHEET
OPENED: September 12, 2024
REQ. NO. PR 52105
BID NO. 1393-24
PAGE: 1 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	Great Southwestern Construction UNIT PRICE	Great Southwestern Construction TOTAL	Pike Electric, LLC UNIT PRICE	Pike Electric, LLC TOTAL	Primoris T&D Services, LLC . UNIT PRICE	Primoris T&D Services, LLC . TOTAL	Gridco, Inc. UNIT PRICE	Gridco, Inc. TOTAL
1	1	Lt.	Price for Evaluation		$2,017,547.33		$1,752,691.40		$2,787,528.03		$2,007,050.00
			Evaluation Criteria:								
			Price	Maximum=50	43.30		50.00		31.43		43.66
			Experience	Maximum=30	30.00		24.00		28.00		20.00
			Qualifications	Maximum=10	10.00		3.75		10.00		2.50
			Equipment	Maximum=5	5.00		2.50		5.00		2.50
			Safety	Maximum=5	5.00		4.68		4.74		0.00
			Total	Maximum=100	93.43		84.93		79.17		68.66
			TOTAL GROSS PRICE		$2,017,547.33		$1,752,691.40		$2,787,528.03		$2,007,050.00
			CASH DISCOUNT								
			TOTAL NET PRICE		$2,017,547.33		$1,752,691.40		$2,787,528.03		$2,007,050.00
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:
LOW:
SAVINGS: **$0.00**

368 # IonWave Notifications
32 # IonWave HUBS
2 # Direct Contact HUBS
0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

CITY OF GARLAND - BID RECAP SHEET
OPENED: September 12, 2024
REQ. NO. PR 52105
BID NO. 1393-24
PAGE: 2 of 2
BUYER: Teresa Smith

ITEM	QTY	UNIT	DESCRIPTION	5 Star Electric UNIT PRICE	5 Star Electric TOTAL	Henkels & McCoy Inc. UNIT PRICE	Henkels & McCoy Inc. TOTAL	Power Standard, LLC . UNIT PRICE	Power Standard, LLC . TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Price for Evaluation		$1,557,284.07		$2,159,203.52		$2,465,260.42		
					Non-Responsive		Non-Responsive		Non-Responsive		
			Evaluation Criteria:								
			Price	Maximum=50	0.00		0.00		0.00		
			Experience	Maximum=30	0.00		0.00		0.00		
			Qualifications	Maximum=10	0.00		0.00		0.00		
			Equipment	Maximum=5	0.00		0.00		0.00		
			Safety	Maximum=5	0.00		0.00		0.00		
			Total	Maximum=100	0.00		0.00		0.00		
			TOTAL GROSS PRICE								
			CASH DISCOUNT								
			TOTAL NET PRICE								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW:
LOW:
SAVINGS: **$0.00**

368 # IonWave Notifications
32 # IonWave HUBS
2 # Direct Contact HUBS
0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

GARLAND

PURCHASING REPORT

City Council Regular Session 3. I.

Meeting Date: 10/08/2024

Item Title: TMPA Dansby to Steep Hollow 138kV Transmission Line

Submitted By: Steve Martin, GP&L Transmission Director

Bid Number: 0991-24

Purchase Justification:

This request is to obtain change order # 1 to PO 36732 to cover the cost of segments 1 and 2 and scope changes to the TMPA Dansby to Steep Hollow 138kV Transmission Line. This is part of the approved TMPA Dansby to Steep Hollow Rebuild CIP project and will be reimbursed by TMPA at 100%.

Evaluation:

Primoris T&D Services, LLC was awarded the original PO 36732 in the amount of $7,050,000 at the July 02, 2024 City Council Meeting. As competitive bids were not received for the change order, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
Primoris T&D Services, LLC	All	$5,814,104.39
	TOTAL:	**$5,814,104.39**

Basis for Award: Change Order

Purchase Requisition #: 52303

Fiscal Impact

Total Project/Account: $21,500,000

Expended/Encumbered to Date (Including this Item): $18,534,642

Proposed Balance: $2,965,358

Account #: 215-3542-3147101-7111

Fund/Dept/Project Description and Comments:

Electric CIP / Transmission Lines Program

Budget Type:	CIP		
Fiscal Year:	2024		
Document Location:	Page 268		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/24/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/23/2024

GARLAND

PURCHASING REPORT

City Council Regular Session **3. m.**

Meeting Date: 10/08/2024
Item Title: Term Contract for Level Lifting and Stabilization Services
Submitted By: Tye Tingey, Sr. Civil Engineer
Bid Number: 1376-24

Purchase Justification:
This approval is for a term agreement with 2 renewal options. The service to be provided is pavement level lifting, which consists of injecting foam material beneath settled pavement to stabilize the soil and lift the pavement to the proper elevation. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be $3,000,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

Evaluation:
The pavement level lifting and stabilization services are available from KKE Concrete Lifting, Inc. through the TIPS Cooperative Purchasing Contract 230104. As competitive bids were not received, a Bid Recap is not included.

Award Recommendation:

Vendor	***Item***	***Amount***
KKE Concrete Lifting, Inc.	All	$1,000,000.00
	TOTAL:	**$1,000,000.00**

Basis for Award: Cooperative Purchase
Purchase Requisition #: 52083

Fiscal Impact

Total Project/Account: $28,906,063 *
Expended/Encumbered to Date (Including this Item): $26,090,704
Proposed Balance: $2,815,359
Account #: 831-4693-7111
Fund/Dept/Project Description and Comments:
Infrastructure Repair & Replacement Fund - 2024 Pavement level lifting & stabilization

* Fiscal impact is based on the FY 2023-24 Revised Budget. This contract is anticipated to continue into Fiscal Year 2024-25.

Budget Type:	Operating Budget		
Fiscal Year:	2024-25		
Document Location:	FY 2024-25 Proposed Budget Page 239		
Budget Director Approval:	Allyson Bell Steadman	Approval Date:	09/16/2024
Purchasing Director Approval:	Gary L. Holcomb	Approval Date:	09/13/2024

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session **4.**

Meeting Date:	10/08/2024
Title:	Garland Cultural Arts Commission, Inc. Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement
Submitted By:	Amy Rosenthal, Cultural Arts Director
Strategic Focus Area:	Commercially Thriving Downtown Arts, and Events

Issue/Summary

Summary of Request/Problem

At the September 7, 2024 Work Session, Council reviewed Garland Cultural Arts Commission, Inc.'s 2024-2025 budget, the recommended grant award amounts from applying arts organizations, and execution of the Hotel Occupancy Tax Program Agreement between the City of Garland and the GCACI.

Background

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 related programs and historical organizations. The Commission's primary goal is to increase the visibility of the arts and promote an active and diverse arts culture in Garland. In 1987, the Commission created the private non-profit Garland Cultural Arts Commission Inc. (GCACI) to pursue various sources of revenue, contributions and support in order to grow a cultural arts grant program to provide funding assistance to meritorious arts and historical groups.The GCACI administers this grant program, funded primarily through revenues received from Hotel Occupancy Tax funds. Since the program's inception in 1987, grant funds have contributed over $2 million towards the advancement of local cultural arts organizations. 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 Cultural Arts staff reviews the applicants to ensure all organizations presented to the GCACI have met the requirements for the granting process. The GCACI conducts interviews with each organization requesting funding, and then moves through the process with staff's guidance using a scoring rubric for applicants, followed by open panel discussion, and award granting.

Consideration / Recommendation

Recommendation/Action Requested and Justification

Approve by minute action the 2024-2025 GCACI budget and the sub-grant recipients, as well as authorize the City Manager to execute the Hotel Occupancy Tax Program Management Agreement between the City and Garland Cultural Arts Commission, Inc.

Attachments

GCACamtsfy25
gcachotelagreefy25
gcacbudgetfy25

Garland Cultural Arts Commission, Inc.

Recommended Grant Amounts FY25

For programs October 1, 2024 – September 30, 2025

Organization	2024-2025 Award Amounts	
	GCAC Grant Amount	**Youth Subsidy Waiver Amount**
Garland Summer Musicals	$32,000	$3,000
Garland Symphony Orchestra	$28,000	$0
Garland Civic Theatre	$28,000	$1,500
Breitling Performing Arts	$7,000	$3,000
Company of Rowlett	$6,000	$3,000
Garland Landmark Society	$4,500	
Dallas Ballet Company	$23,000	
Garland Youth MLK	$5,000	
Magic 11th Street	$4,000	
Spectacular Follies	$4,000	
Accolade Community Theatre	$3,000	
Texas Winds Musical Outreach	$3,000	
Reel Owl Cinema Booster	$3,500	
Achievement Center of Texas	$3,000	
Culture Makers	$2,000	
Ek Sitara	$0	
Prayaanam	$1,000	
Work/Shop	$2,000	
	$159,000	**$10,500**

GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI)
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. <u>General Responsibilities of the GCACI</u>. 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. <u>Hotel Occupancy Tax Revenues</u>. In consideration of GCACI's development, operation, and administration of the Program, the City shall pay to GCACI $190,843.00. In no event shall the payment under this Agreement exceed the amount 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 for the applicable fiscal quarter(s) used to calculate the amount. The City shall remit payment of Program funds to GCACI on or before October 30, 2024. 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. <u>Budget</u>. 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, including any and all proposed uses and expenditures of revenues intended to be granted by GCACI to subgrantees. 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) For the purposes of this agreement, "convention center facilities" means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the City or that are managed in whole or part by the City.

(B) 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 acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City;

(4) 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.

(5) 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

(6) Any other related purpose authorized by Chapter 351, TEX. TAX CODE, as may be amended from time to time.

(C) None of the hotel occupancy tax revenues provided to GCACI under this Agreement may be spent for:

(1) 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; or

(2) programs, activities, or any other use located outside the territorial limits of the City of Garland.

(D) 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.

(E) 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.

(F) Subgrants. GCACI may by written contract make subgrants of Program funds for the encouragement, promotion, improvement, and application of the arts, to another person, entity or private organization. Prior to making subgrants of Program funds to third-parties, GCACI must include the proposed subgrant, including detailing the identity of the subgrantee and all proposed uses of the Program funds, in the budget required by above Section 3 and approved by the City Council. Written contracts between GCACI and subgrantees shall require that the subgrantee:

(1) restrict the use of Program funds to the program or activity expressly identified in the approved budget;

(2) at least annually make periodic reports to the governing body of its expenditures of Program funds;

(3) make any and all records of these expenditures available for review by the City; and

(4) return to GCACI any and all Program funds not spent within the budget year in which the funds were granted.

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 contest 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 8th day of October, 2024.

GARLAND CULTURAL ARTS COMMISSION, INC.

____

DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

____

Judson Rex, City Manager

FY25 - 2024-2025 Proposed Budget
Garland Cultural Arts Commission, Inc.

REVENUES	
Hotel Occupancy Tax Revenue	**190,843**
Dia De Los Muertos Site Fees	2,500
Big Art Day Site Fees	2,500
TOTAL INCOME	**$195,843**
EXPENDITURES	
Grant Awards	159,000
Additional Arts Activities & Promotions	
GISD Arts Competition Awards & Reception	4,500
Advertising Mailers & Promotions	10,000
DDLM Entertainers	2,500
Big Art Day	10,000
Art Vibe Garland!	3,000
Membership/Misc Administrative	
Chamber Membership	600
Business Council for the Arts Membership + Leadership	2,825
CPA Fees	800
Misc. Administrative Services	200
TOTAL EXPENSES	**$193,425**
Reserve	**$2,418**

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session 5.

Meeting Date: 10/08/2024

Title: Facilities Management Warehouse Rental

Submitted By: Niels Brown, Real Estate Director

Strategic Focus Area: Future-Focused City Organization

Issue/Summary

Due to facility utilization and rental costs, a lease agreement at a new location is proposed for the Facilities Management warehouse.

Background

Following a facility evaluation, the current location of the Facilities Management warehouse was found to be underutilized for storage but too expensive to renew the lease.

Consideration / Recommendation

Staff is recommending approval to enter into a multi-year lease agreement for the warehouse property located at 2050 Forest Lane, Suite 250.

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session 6.

Meeting Date:	10/08/2024
Title:	Interlocal Agreement between City of Garland and DART for the Lake Ray Hubbard Transit Center
Submitted By:	Angela Self, Planning Administrator
Strategic Focus Area:	Growing Economic Base

Issue/Summary

At the October 7, 2024 Work Session, Council considered approving an interlocal agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future transit-oriented development at the Lake Ray Hubbard Transit Center.

Background

In August 2021, a Memorandum of Understanding (MOU) was executed between the City of Garland and DART to pursue Transit-Oriented Development (TOD) opportunities around the Garland transit facilities, including the Lake Ray Hubbard and South Garland Transit Centers. The I-30 Corridor has been identified as a Catalyst Area and the City has been seeking a redevelopment opportunity. The Lake Ray Hubbard Transit Center, situated within this Catalyst Area, was completed in December 1994. It contains 657 parking spaces, and currently less than 55 spaces are used daily. This ILA is part of the ongoing efforts to redevelop and revitalize the larger strategic area.

As part of the ILA, in order to accommodate a potential TOD project, the City of Garland and DART will confirm a Master Lease Agreement relating to Garland's lease of DART Property. The Master Lease Agreement identifies terms and conditions for the construction of a transit-oriented development in partnership with a Master Developer. A Master Developer will be identified through a Request for Proposal (RFP) process.

Consideration / Recommendation

Staff recommends approval of the Interlocal Agreement for execution.

Attachments

Lake Ray Hubbard ILA

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

RESOLUTION

Approval of an Interlocal Agreement with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development at the Lake Ray Hubbard Transit Center

WHEREAS, the City of Garland (City) has planned for a 27-acre transit-oriented development (TOD) project at the Lake Ray Hubbard Transit Center, located east of Greenbelt Parkway, comprised of approximately 13 acres owned by DART and approximately 14 acres owned by Lofts iThirty Owner, LLC; and

WHEREAS, phase one of the TOD plan, the 14 acres owned by Lofts iThirty, is currently under development; and

WHEREAS, the City is prepared to move forward with the implementation of the second phase of its Lake Ray Hubbard Transit Center TOD plan and issue a Request for Proposals (RFP) to develop the 13 acres owned by DART; and

WHEREAS, the Interlocal Agreement with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development at the Lake Ray Hubbard Transit Center (ILA) mirrors the ILAs that DART previously entered into with the Town of Addison for the Addison Circle TOD and the City of Richardson for the Arapaho Station TOD; and

WHEREAS, the ILA, included as Exhibit 1 to this Resolution, provides that DART will negotiate a 99-year lease (49-year initial term with two 25-year extension options) with the City for the 13 acres surrounding the transit center and sets out the principal terms of this lease agreement; and

WHERAS, under the ILA, the City will conduct the RFP process to select a developer for the site, enter into a master development agreement and sublease the DART property to the selected developer; and

WHEREAS, DART's transit operations at the Lake Ray Hubbard Transit Center will be preserved throughout the development process, and the proposed TOD project will be consistent with the 2020 DART TOD Policy and 2020 TOD Guidelines with regard to density, walkability, parking reduction, and supporting land uses that will increase transit ridership; and

WHEREAS, approval of this ILA and TOD project will convert underutilized parking into vibrant mixed-use development and produce revenue for DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to:

Section 1: Execute an Interlocal Agreement (ILA) with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development (TOD) at the Lake Ray Hubbard Transit Center, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review.

Section 2: Execute the Master Ground Lease upon its completion, approval by the Federal Transit Administration (FTA), and legal review for consistency with the ILA and the DART TOD Policy.

240111

Approval of an Interlocal Agreement with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development at the Lake Ray Hubbard Transit Center

M. Nathan Barbera
Secretary

Gary A. Slagel
Chair

APPROVED AS TO FORM:

Gene Gamez
General Counsel

ATTEST

Nadine S. Lee
President & Chief Executive Officer

September 24, 2024
Date

INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND CITY OF GARLAND, TEXAS RELATED TO A MASTER GROUND LEASE FOR IMPLEMENTATION OF A TRANSIT ORIENTED DEVELOPMENT AT THE LAKE RAY HUBBARD TRANSIT CENTER

This Interlocal Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between the **DALLAS AREA RAPID TRANSIT** ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and the **City of Garland, Texas** ("Garland"), a Texas home rule municipality, (each a "Party" and collectively referred to as "the Parties") acting by and through their respective representatives.

RECITALS

WHEREAS, DART is the steward of a significant public investment which includes important real property assets which can also be used to leverage the viability of the transit system and to add its value to the community, continuing the expansion and maturation of the transit system along with federal, regional, and local initiatives that direct and concentrate transit oriented development and urban infill around transit facilities to enhance the value of these assets; and

WHEREAS, DART seeks to work closely with its member cities to identify and implement Transit Oriented Development ("TOD") opportunities by promoting high quality TODs on and near DART-owned properties, which can attract transit system riders, generate new opportunities to create revenue for DART, and provide environmentally sustainable livable communities focused on transit accessibility; and

WHEREAS, through its years of creating and managing successful mass transit systems, including bus and rail lines, in its 13 service area cities, DART has learned valuable lessons about what is needed for successful TODs, has documented the lessons learned over the years, and has adopted the DART Transit Oriented Development Policy, as amended in February, 2020 by DART Board Resolution No. 200033, attached hereto as **Exhibit D** (the "TOD Policy") designed to assist the general public and the development community in understanding DART's approach to TOD and transit facility design and how to succeed in TOD projects; and

WHEREAS, the DART Board of Directors (the "Board") has authorized the President & Chief Executive Officer of DART or his/her designee to pursue the active development of available real estate owned by DART at or near passenger train and bus stations and to work with area cities and the appropriate regional, state, and federal agencies in furtherance of DART's objectives, as stipulated in Board Resolution 200033; and

WHEREAS, Garland has identified an area comprised of approximately thirteen (13) acres of land owned by DART, generally depicted in **Exhibit A** (the "DART Property"), as an important development opportunity in support of the City's neighborhoods and has notified DART of

Garland's desire to assume responsibility, subject to and conditioned upon development coordination and operations rights to be reserved by DART with respect to bus and ancillary facilities at the Lake Ray Hubbard Transit Center, for the development of the DART Property as part of Garland's Greenbelt Parkway Property TOD planned development, and to enter a long term master ground lease agreement with DART for the DART Property (the "Master Lease Agreement") in accordance with the general terms set forth herein (the development as a whole being sometimes referred to herein as the "Development"); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of outlining in general the terms, covenants, and conditions to be set forth in the Master Lease Agreement, which terms (i) are consistent with the terms of a market rate ground lease taking into consideration the future operational requirements of DART in regard to bus services that must be accommodated in the Development while concurrently taking into consideration the need to allow for the Development to be economically viable and successful; and (ii) reasonably acceptable to Garland, DART, and the Master Developer (as defined below) and being for the benefit of DART and Garland in connection with the development, use, maintenance, and operation of the Development; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Purpose of the Agreement; Term

The Parties agree to negotiate in good faith a Master Lease Agreement relating to Garland's lease of the DART Property to be used for construction and operation of the Development and containing in substance the following terms and conditions; provided, however, nothing herein shall be construed as prohibiting the Parties from executing a Master Lease Agreement containing provisions different than those contained in this Agreement, it being the intent of the Parties to use this Agreement as an outline for future negotiations of the final executed Master Lease Agreement. Furthermore, nothing in this Agreement shall be construed as legally obligating either Party to execute a Master Lease Agreement or imposing any duty whatsoever on either Party to continue negotiations. The term of this Agreement shall commence on the date it bears the signatures of authorized representatives of both Parties (the "Effective Date") and, unless extended by written agreement of the Parties, shall terminate on the earlier of (i) the effective date of an executed Master Lease Agreement or (ii) the second anniversary of the Effective Date if the Parties have not executed a Master Lease Agreement by said date.

Article II
Proposed Terms of Master Lease Agreement

The Parties agree that the Master Lease Agreement shall in substance contain the following terms and conditions:

2.1 **Initial Term.** The initial term of the Master Lease Agreement shall be not less than forty-nine (49) years commencing on the date of expiration of the Pre-Development Period (as defined below).

2.2 **Extension Options.** The terms of the Master Lease Agreement shall provide for two (2) successive twenty-five (25) year extension options conditioned upon the existence of no uncured default by Garland under the Master Lease Agreement and other objective conditions to be provided in the Master Lease Agreement.

2.3 **Termination Due to No Development.** The Master Lease Agreement shall provide for the right of DART:

(a) to terminate the Master Lease Agreement by providing written notice to Garland not later than ninety (90) days prior to the proposed date of termination if construction has not commenced on the DART Property on or before the last day of the Pre-Development Period; providing such termination shall not occur if construction commences before the end of said 90-day notice period; and

(b) to terminate the Master Lease Agreement with respect to some or all of the DART Property that remains undeveloped as of the twenty-fifth (25^{th}) anniversary of the date of expiration of the Pre-Development Period by providing written notice to Garland not later than one (1) year prior to the proposed termination date, but only if, at the end of said one (1) year notice period, no more than fifty percent (50%) of the DART Property has been developed or is at the time under construction; and

(c) to terminate the Master Lease Agreement with respect to some or all of the DART Property that remains undeveloped as of the last day of the Initial Term of the Master Lease Agreement by providing written notice to Garland not later than one (1) year prior to the proposed termination date, but only if, at the end of said one (1) year notice period, no more than seventy-five percent (75%) of the DART Property has been developed or is at that time under construction.

DART's right to terminate the Master Lease Agreement pursuant to the provisions described in this Section 2.3 shall not apply to any portion of the DART Property that is under active development as of the proposed termination date.

2.4 **Termination by Garland.** Garland may, upon written notice to DART, terminate the Master Lease Agreement in the event Garland is unable to enter into a Development Agreement or Sublease Agreement (as such agreements are defined below) with a Master Developer on or before the termination of the Pre-Development Period.

2.5 **Pre-Development Period.** The Master Lease Agreement shall provide for a Pre-Development Period (herein so called) commencing on the effective date of the Master Lease Agreement and ending not earlier than the day prior to the fifth (5^{th}) anniversary of the effective date of the Master Lease Agreement, the purpose of which is to provide time for selection of the Master Developer, survey/platting, securing entitlements, financing, completion of permitting and commencement of construction.

2.6 **Rent Commencement.** No Annual Base Rent shall be due or payable until the first to occur of the following (the "Rent Commencement Date"): (i) the day following the expiration of the Pre-Development Period, (ii) the date construction on the DART Property results in DART's inability to occupy and use a material part of DART's transit facilities located on the DART Property without alternate transit facilities reasonably comparable to DART's current transit facilities being provided by Garland for use by DART within reasonable proximity to the current transit facilities, or (iii) the date of issuance by Garland of a Certificate of Occupancy for the first building constructed on the DART Property by Garland, the Master Developer, or any sublessee of the Master Developer. DART shall be responsible for the payment of all expenses relating to DART transit operations.

2.7 **Annual Base Rent.** The Master Lease Agreement shall provide for the annual payment of rent to DART for the lease of the DART Property ("Annual Base Rent") determined generally as follows:

(a) Annual Base Rent shall be payable to DART on the basis below, subject to DART's obligations with respect to all operating expenses related to DART's transit operations, including operation of any dedicated DART patron parking, bus lane pavement, and the transit platform, as set forth in Section 2.14 below, and to the rent received by Garland from the Master Developer ("Sublease Rent"). At no point will the Annual Base Rent payable to DART exceed the Sublease Rent amount. The Annual Base Rent shall be payable in advance in equal monthly installments.

(b) Annual Base Rent under the Master Lease Agreement shall be determined based upon the appraised market value of the land component of the DART Property (taking into consideration any land dedicated solely to DART operational and infrastructure requirements as set forth in Section 2.14 below) (the "DART Land Value") promptly following the Rent Commencement Date (and paid by Garland as soon as it is determined). The process whereby DART's and Garland's respective appraisers determine the "market value of the land" shall be as follows:

(i) DART's appraiser and Garland's appraiser each determine the DART Land Value;

(ii) if the higher market value is not more than five percent (5%) greater than the lower market value, the market values will be averaged;

(iii) if the difference in the market value determined in the two appraisals is greater than five percent (5%), the Parties' appraisers will select a third appraiser from a list preapproved by DART and Garland; and

(iv) the third appraiser will decide which of the two appraisals most closely represents the market value of the land, and the market value of the land in that appraisal will be the final and binding initial DART Land Value used in determining Annual Base Rent.

(c) Annual Base Rent for the first five (5) years of the term following the Rent Commencement Date ("Initial Annual Base Rent") shall be determined by multiplying the DART Land Value by four percent (4%). The initial Annual Base Rent under the Master Lease Agreement shall be determined not later than one hundred eighty (180) days preceding the end of the Pre-Development Period. The Annual Base Rent shall be adjusted each fifth (5^{th}) year thereafter and at the beginning of each Extension Term (each being a "Rent Adjustment Date"), or it may be adjusted as other times as agreed upon in writing by the Parties.

(d) On each Rent Adjustment Date, Annual Base Rent shall be adjusted to an annual amount calculated as the greater of:

(i) the DART Land Value, as appraised, multiplied by four percent (4%); or

(ii) the appraised market value of all improvements located on the DART Property as of the date of appraisal (determined using the same procedures used to determine the DART Land Value) multiplied by fifteen percent (15%), the product of which is then multiplied by four percent (4%).

(e) The Parties shall use commercially reasonable efforts to determine the adjustment to be made to the amount of the Annual Base Rent not later than one hundred eighty (180) days prior to each Rent Adjustment Date.

The Parties intend the Annual Base Rent will be "reset" every Rent Adjustment Date following the Rent Commencement Date based on the appraised market value calculation set forth above.

2.8 **Additional Rent Payment.** If Garland receives rent under the Sublease Agreement with the Master Developer for the sublease of the DART Property in an amount greater than the Annual Base Rent then payable by Garland to DART, Garland will pay DART an amount equal to fifty percent (50%) of the difference between the rent paid to Garland under the Sublease Agreement and the Annual Base Rent then payable to DART (such payment being "Additional Rent"). Real and personal property taxes, local sales and use taxes, other taxes paid directly by the Master Developer or paid to Garland for remittance to the appropriate taxing authority shall not be considered for purposes of calculating the amount of Additional Rent to be paid by Garland to DART. Further, any rent paid by the Master Developer under the Sublease Agreement which is rebated, credited, or refunded to the Master Developer by Garland as reimbursement for development costs incurred by the Master Developer, such as infrastructure improvements, signalization, or other public improvements, shall not be considered for purposes of calculating the amount of Additional Rent to be paid by Garland to DART.

2.9 **Unsubordinated Ground Lease.** The Parties agree the Master Lease Agreement will be unsubordinated. Appropriate subtenant and lender protections, such as non-disturbance and notice and cure rights, will be included in the Master Lease Agreement.

2.10 **Permitted Uses.** The Master Lease Agreement shall provide that the DART Property shall be used as part of a mixed use transit-oriented development with uses consistent with the TOD Policy/Guidelines including, without limitation, mid- to high-density urban mixed use development supporting office, residential, entertainment, retail and maker space uses, public and private parking requirements, and specialized transportation infrastructure requirements of DART that are associated with the operations of bus and ancillary facilities at DART's Lake Ray Hubbard Transit Center. The Master Developer shall be required in any sublease to the Master Lease Agreement to comply with the operational and infrastructure requirements for continuation of transit services and public accommodation on the DART Property referenced in Section 2.15 below and further described on **Exhibit B** attached hereto. The proposed development by the Master Developer must comply with the TOD Policy/Guidelines and be consistent with a best-in-class transit-oriented urban mixed-use development in terms of density and mix of uses. Any modification or improvements to the DART Property that directly and adversely impacts DART's operational needs as described in **Exhibit B** must be reviewed and approved in writing by DART, which approval shall not be unreasonably withheld, delayed, or conditioned.

2.11 **Prohibited Uses.** The Master Lease Agreement will contain restrictions against the use of the DART Property for the noxious uses described in **Exhibit C** attached hereto. Further, in no event shall any portion of the Development be used for mini-storage or mini-warehouse purposes or for a parking garage that does not provide parking support for a hotel, office building, retail building, transit center, multi-family residential building, or other building(s) on the DART Property.

2.12 **Project Capital and Operational Expenditures.** Except as set forth below, the Master Lease Agreement shall provide that the Master Developer, as subtenant, or parties other than DART shall be responsible for all expenditures related to the Development and improvements thereon including, without limitation, all property management, leasing, maintenance, repair, insurance and taxes, and all capital expenditures for infrastructure, grounds, and facility improvements and replacements with respect to the DART Property (it being understood that the appraised market value of the DART Property for purposes of determining Annual Base Rent will take into consideration any DART operational or infrastructure requirements outlined in Section 2.14 below). DART shall be responsible for all capital expenditures relating to the construction and installation of the DART operational infrastructure, including passenger platform, all ticket kiosks, all informational board, and all operating expenses related to DART's transit operations, including operation of any dedicated DART patron parking, bus lane pavement, and the transit platform. Garland, as the sublessor under the Sublease Agreement, shall have the responsibility for using commercially reasonable efforts to enforce the Master Developer's compliance with these obligations.

2.13 **City's Responsibilities.** Garland will provide such land use entitlements, tax rebates, and other incentives as Garland determines in its sole discretion to be appropriate for obtaining a qualified master developer. Garland shall be responsible for oversight of the initial Master Developer and any subsequent master developer(s).

2.14 **DART Operations and Infrastructure.** Garland acknowledges DART has ongoing operational and infrastructure requirements associated with DART's Lake Ray Hubbard Transit Center area that must be accommodated in the transition of the DART Property to commercial development uses and in DART's future use and operations as provided in **Exhibit B**. The Master Developer shall be required to comply with the requirements set forth in **Exhibit B** subject to such exceptions as may be approved in writing by DART from time to time.

2.15 **DART Property.** The Master Lease Agreement shall provide that development of the DART Property must allow for at least the levels of service provided in the DART January 2022 Service Changes and Bus Network Plan (as referenced in Section 2.17 hereof), approved by the Board in August 2021. The Master Lease Agreement shall also include provisions addressing any subsequent changes to DART's service plan to the extent such changes impact DART's existing transit facilities on the DART Property. DART shall reserve the right to redevelop and rebuild its operational and infrastructure improvements within the area of the DART Property occupied by DART's transit facilities as of the effective date of the Master Lease Agreement as long as DART pays all costs of doing so; however, in no event shall any such redevelopment or rebuilding affect any other portions of the Development, including any other buildings or parking areas on the DART Property, unless approved by Garland.

2.16 **DART's Responsibilities.** The Master Lease Agreement shall provide that DART will (i) provide assistance with the location of electric power, on-location permits, and fiber access when available and as may be mutually agreeable; (ii) agree to work in a collaborative and timely manner with Garland and the Master Developer in planning, design construction activities, in particular as those pertain to interactions with North Central Texas Council of Governments (NCTCOG), Texas Department of Transportation (TxDOT), Federal Transit Administration (FTA), and other relevant state or federal agencies; and (iii) be responsible for coordinating and managing the FTA review process set forth in Section 3.19 below.

2.17 **Notification of Minimal Operational Needs.** The minimal DART operational and infrastructure continuing requirements to be referenced in the Master Lease Agreement are included in **Exhibit B**; however, DART reserves the right to notify Garland of necessary modifications to these operational and infrastructure continuing requirements for incorporation into the Master Lease Agreement.

2.18 **Insurance.** The Master Lease Agreement shall require Garland during the Term, as extended, to obtain and maintain such commercial general liability and casualty insurance policies as are typically required for such lease agreements consistent with the types and coverages required by DART and Garland's risk managers. Garland shall require the Master Developer, as subtenant, during the term of the Sublease Agreement, to obtain and maintain such commercial general liability and casualty insurance policies as are typically required for such lease agreements consistent with the types and coverages required by DART and Garland's risk managers. Such insurance policies shall name DART and Garland as additional insureds. The Master Lease Agreement shall also provide that Garland may satisfy the requirement to provide insurance by obtaining comparable coverage through participation in an intergovernmental risk pool authorized by state law.

2.19 **Indemnity.** The Sublease Agreement shall require the Master Developer, as the subtenant, during the term of the Sublease Agreement, to indemnify, defend, and hold DART and Garland harmless from third-party claims arising from the development and construction activities on the DART Property and the use, operation, maintenance, repair, and replacement of improvements on the DART Property, except for claims arising from DART's transit operations or any DART capital improvement projects that may occur at the bus transit center area.

2.20 **Master Developer.** Garland shall have the exclusive authority to solicit proposals for the development of the Development (including the DART Property), evaluate the proposals, select the developer to serve as the master developer for the Development (the "Master Developer"), and negotiate and execute development agreements and sublease agreements with the Master Developer (such agreements, respectively, the "Development Agreement" and the "Sublease Agreement"); provided, however, the Master Lease Agreement shall provide that DART will have the opportunity to provide input throughout the process of the selection of the Master Developer. Garland will agree to use its best efforts to select as the Master Developer a highly qualified commercial real estate development entity with experience developing, leasing, operating, and maintain mixed-use developments, preferably with transit-oriented development experience, with uses consistent with the TOD Policy/Guidelines, including, without limitation, mid-to-high density, urban mixed use development supporting office, residential, entertainment, retail and maker space uses, public and private parking requirements, and specialized transportation infrastructure requirements of DART that are associated with the operation of bus and ancillary facilities by DART.

2.21 **DART Review of Development Agreement and Sublease Agreement.** The Master Lease Agreement shall provide that prior to Garland's execution of the Development Agreement and Sublease Agreement, DART shall be provided not less that thirty (30) days after DART's receipt thereof to review the Development Agreement and the Sublease Agreement solely for the purpose of confirming such agreements are consistent with the terms of the Master Lease Agreement, which confirmation shall not be unreasonably withheld. Prior to the solicitation and/or award proposal or bids or the execution of agreements relating to the Development, DART shall be provided final drafts of all RFQs, RFPs, development proposals, the Development Agreement, and the Sublease Agreement solely for the purpose of assessing whether such documents or agreements are likely to reduce DART's transit operations on DART Property to below the minimum operational requirements under the Master Lease Agreement or are otherwise inconsistent with the provisions of the Master Lease Agreement, which assessment will be required to be provided to Garland not later than thirty (30) days after receipt of the document from Garland. To the extent allowed by law, DART shall hold such documents in strict confidence and not be made available to the public during negotiations with potential master developers.

2.22 **Master Developer Solicitation Process.** Subject to the terms of Section 3.19 below requiring compliance with all FTA regulations, Garland shall select and execute the Development

Agreement and Sublease Agreement (which agreements shall be consistent with the terms of the Master Lease Agreement) with a Master Developer within a period of twenty-four (24) months following the effective date of the Master Lease Agreement, subject to a twelve (12) month extension at Garland's option if a Master Developer has been selected and Garland is actively negotiating the Development Agreement and Sublease Agreement with such Master Developer. Any further extension of time to execute the Development Agreement and Sublease Agreement with the Master Developer shall be subject to the written approval of DART, which shall not be unreasonably withheld or delayed.

Article III
Miscellaneous

3.1 **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

3.2 **Entire Agreement.** The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and Garland with respect to the subject matter hereof. There is no other collateral agreement, oral or written, between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto and which are incorporated herein.

3.3 **Amendment.** This Agreement may not be amended except by the mutual agreement of the Parties. The Parties shall provide to each other board minutes, resolutions, certificates of incumbency, and other documents reasonably requested by either Party evidencing the authority of the Party signing this Agreement, any amendments hereto, or any other document related hereto on behalf of a Party so signing.

3.4 **Default.** Any one of the following shall constitute an event of default of this Agreement: (i) failure of either Party to negotiate in good faith; (ii) prior to termination of this Agreement, DART entering into an agreement with a developer or entity to lease or purchase all or part of the DART Property; (iii) Garland's failure to diligently pursue a master developer for the Development; or (iv) a material misrepresentation by a Party.

3.5 **Termination for Default.** This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, (i) unspent funds and misapplied funds, if any, provided to Garland by DART in connection with this Agreement shall be refunded to DART, or (ii) unspent funds and misapplied funds, if any, provided to DART by Garland in connection with this Agreement shall be refunded to Garland, and thereafter neither Party shall have further obligations to the other pursuant to this Agreement. In addition to a claim to recover such funds, the sole and exclusive remedies for an uncured default by a Party shall be termination of this Agreement by the non-defaulting Party.

3.6 **Governing Law and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

3.7 **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

3.8 **Terminology.** "Hereunder," "hereof," and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

3.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

3.10 **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.

3.11 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier, facsimile, or otherwise hand delivered and received by 5:00 P.M. on such day:

Garland:	City of Garland Attention: City Manager PO Box 469002 Garland, Texas 75046
Copy To:	City of Garland Attention: City Attorney PO Box 469002 Garland, Texas 75046
DART:	Dallas Area Rapid Transit Attention: President and Chief Executive Officer 1401 Pacific Ave. Dallas, Texas 75202
Copy To:	Dallas Area Rapid Transit Attention: General Counsel 1401 Pacific Ave. Dallas, Texas 75202

3.12 **Current Funds.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

3.13 **Severability and Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.

3.14 **Force Majeure.** Except for payment of Rent, the obligations of the Parties to the Master Lease Agreement shall be subject to events of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action in inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the DART Property is located, or a Party's labor or supply chain, or the availability of services ("Epidemiological Event") that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials, or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of the Master Lease Agreement to do or perform the same, regardless of whether any such circumstances are similar to those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, providing the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the occurrence(s) of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

3.15 **Events of Default.** The Master Lease Agreement and the Sublease Agreement shall contain provisions for termination of the Master Lease Agreement and the Sublease Agreement for events of default (including, but not limited to, failure to pay Annual Base Rent or Additional Rent and an uncured breach of the respective lease agreement) after written notice to the defaulting party and appropriate cure periods, and other remedies typically provided to landlords and tenants under ground lease agreements, subject to the lender and subtenant protections described in Section 2.9 above.

3.16 **Privacy and Protection of Confidential Information.** DART and Garland are governed by the Texas Public Information Act and public access to public information. It will be the obligation of the prospective entities submitting proposals to Garland during the master developer selection process to mark such information that such entities deem confidential and proprietary information ("Confidential Information") prior to disclosing such information. Garland and DART shall not disclose Confidential Information except to the extent required by the Texas Public Information Act, or other applicable law.

3.17 **Condition Precedent.** Garland may not sublease any portion of the DART Property until the Master Lease Agreement has been executed by the Parties, and any such sublease shall be subject to the terms and provisions of the Master Lease Agreement.

3.18 **Notice of Sublease or Sale of DART Property.** The Master Lease Agreement shall require that the Sublease Agreement and any subsequent sublease by Garland or Master Developer covering all or part of the DART Property require that promptly after Garland receives actual knowledge of any sale, lease, or sublease thereof, including the transfer of controlling interest in Master Developer or any sublessee of the Master Developer, written notice of the name and contact information for such purchaser or sublessee be provided to DART at the notice address provided in the Master Lease Agreement. This notice obligation to DART shall be restated in the Sublease Agreement and any subsequent sublease by the Master Developer covering all or part of the DART Property. Garland shall not be responsible for gathering and reporting such information on lessees or owners of individual residential or retail units or others who are not a direct sublessee of the Master Developer.

3.19 **FTA Compliance.** The Master Lease Agreement shall provide that Garland, as ground lessee, agrees to comply with Federal Transit Administration ("FTA") regulations applicable to DART relating to the use and development of the DART Property, including, without limitation, such limited FTA review relating to terms of this Agreement, the process of soliciting and selecting a Master Developer, and terms of the Master Lease Agreement and Sublease Agreement as is required under applicable FTA regulations. The Sublease Agreement shall require the Master Developer, as the subtenant, during the term of the Sublease Agreement to comply with all FTA regulations applicable to DART relating to the use and development of the DART Property. DART shall continue to be required to comply with all FTA regulations applicable to DART's transit operations. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that the FTA retains a federal interest in the Property and that interest will remain until, and to the extent that, the FTA removes its interest pursuant to FTA property disposition and reimbursement requirements and any other applicable federal law, rules, and regulations. Garland acknowledges and agrees that the Property must, at all times during the term of the Master Lease Agreement, remain available to be used for the originally FTA-authorized public transportation purpose.

(signatures on next page)

EXECUTED this the __________ day of __________________________, 2024.

DALLAS AREA RAPID TRANSIT

By: ____________________________________
[Name]
[Title]

EXECUTED this the __________ day of _____________________________, 2024.

CITY OF GARLAND, TEXAS,
a home rule municipality.

By:_____________________________________
Judson Rex
City Manager

Exhibit A – Depiction of DART Property

Exhibit B – DART Minimal Operational Needs

Passenger Amenities:

1. Air-conditioned waiting space.
2. Two (2) ADA accessible restrooms
3. Benches
4. Utility closet for janitor supplies
5. Water fountain and vending machines
6. Eight (8) Shelters equivalent to what exists on the site currently.
7. Information kiosks/service information.
8. Clear and unimpeded pedestrian access to nearby jobs and housing.

Transit Center Operations:

1. A minimum of eight (8) bus bays
2. Operating hours 4:00 AM – 1:00 AM daily
3. Safe locations for layovers and recover time near passenger/crew amenities
4. Shade structure for passenger layovers and transfers
5. Parking – the future number, location, and sharing of parking spaces to be agreed upon by the Parties
6. Clear and unimpeded pedestrian access
7. Two (2) points of vehicular access to the transit center
8. Signalized access to bus bays sufficient to accommodate approximately eight (8) buses/hour at peak times initially and up to twenty (20) buses per hour with future frequency improvements.
9. ADA parking spot/drop-off
10. Space for kiss-and-ride near the transit center.

Required future improvements to be maintained, redeveloped, or added to the Lake Ray Hubbard Center may include a minimum of:

1. Crew room (a comfortable break room with restrooms dedicated to operators).
2. Pedestrian access.
3. Signalized bus access (dedicated access in both directions greatly increases safety; this feature must be maintained).
4. The construction of four (4) additional bus bays and shelters, for a total of 12, and the designation of space for the operation of at least 2 GoLink zones.
5. These estimates may be adjusted upon discussion and agreement with the Master Developer.
6. Future improvements shall not degrade current pedestrian access in any way for the average DART user.

Exhibit C – Prohibited Uses on the DART Property

No portion of the DART Property shall be used for the following uses:

1. A stand-alone parking garage.
2. A dance hall.
3. An off-track betting business.
4. A billiard or pool hall.
5. For bingo or similar games of chance.
6. A massage parlor or tanning salon, except the foregoing shall not prohibit therapeutic massages such as provided by Massage Envy.
7. A game arcade or video game room.
8. A bowling alley.
9. A skating rink.
10. Automobiles sales or a car wash, car repair or car rental agency.
11. A night club or discotheque.
12. An adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), or any establishment selling or exhibiting pornographic materials.
13. A "sexually oriented business", which shall mean (i) a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or (ii) a nightclub, bar, restaurant, or similar commercial enterprise that provides live nude or partially nude entertainment or live nude or partially nude performances.
14. Flea market, or any second-hand or surplus store.
15. Manufacturing facility (other than manufacturing of food items incidental to a restaurant or catering operation).
16. Any mortuary or funeral establishment.
17. Pawn shop.
18. Any central laundry or dry-cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities).
19. Any veterinary hospital, animal raising or facilities.
20. Any facility selling guns or firearms of any kind.
21. Any use which is a public or private nuisance as may be determined by the applicable municipal authorities.
22. Any use that is contrary to applicable zoning ordinances or private restrictions.
23. Any abortion, drug rehabilitation or methadone clinic.
24. Mini-warehouse or mini-storage.

Exhibit D – TOD Policy/Guidelines

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session **7.**

Meeting Date: 10/08/2024

Title: Resolution Approving a Project Specific Agreement with Dallas County for Maintenance Improvements on Buckingham Road

Submitted By: Tye Tingey, Sr. Civil Engineer

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

Council is requested to consider a resolution authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for transportation improvements on portions of Buckingham Road from Shiloh Road to the West Garland City limit.

Background

The City of Garland entered into a Master Interlocal Agreement with Dallas County that provides for a 50/50 cost share participation program for maintenance and repairs on certain qualifying roadways in the City. After a Master Agreement is executed, the City is then permitted to submit project proposals to the County for review and acceptance, after which a Project Specific Agreement (PSA) is required to identify specific projects approved for cost share participation, define agency roles, and establish funding responsibilities.

The City submitted a 2.4-mile section of Buckingham Road (Shiloh Road to the West City Limit Line) for cost share participation. The PSA for maintenance and repairs to Buckingham Road establishes a total estimated cost of $3,660,960, with the cost to be split 50/50 between the City and County.

This item was considered by Council at the October 7, 2024 Work Session.

Consideration / Recommendation

Approve a resolution authorizing the City Manager to execute a Project Specific Agreement with Dallas County for pavement maintenance on Buckingham Road from Shiloh Road to the West City Limit.

Attachments

Dallas County & COG PSA Agreement-Buckingham
Location Map
Resolution for PSA signature

PROJECT SPECIFIC AGREEMENT
Re: Buckingham Road, a "Type B" Public Roadway
MADE PURSUANT TO ROAD & BRIDGE MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF GARLAND

This Project Specific Agreement, ("PSA"), supplemental to the Master Interlocal Agreement ("Master Agreement"), is made by and between Dallas County, Texas ("County") and the City of Garland, Texas ("City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs, and improvements to be undertaken on a public roadway in the City of Garland, Texas ("Project").

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on January 24, 2023, County and City entered into a Master Interlocal Agreement, whereby County agreed to provide road and bridge maintenance and repair on "Type B" roadways situated within the territorial limits and jurisdiction of the City; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of concrete repair on Buckingham Road from Shiloh Road to Garland West City Limits, situated in the City of Garland, Texas, as more fully described in Attachment A.

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

<u>Witnesseth</u>

Article I
<u>Project Specific Agreement</u>

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This PSA sets forth the rights and responsibilities of each of the parties as set forth in the Master Agreement, and all supplements and amendments thereto are incorporated herein by reference. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II
<u>Incorporated Documents</u>

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2023-0089, dated January 24, 2023, and additions thereto as incorporated herein;
2. The Construction Estimate, which is attached hereto as Attachment A and

incorporated herein by reference; and

3. The map/diagram of the proposed work site, which is attached hereto as Attachment B and incorporated herein by reference.

Article III
Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV
Project Description

This PSA is entered into by the parties for concrete repair on a duly qualified "Type B" public roadway within the City. The Project shall consist of concrete repair on Buckingham Road from Shiloh Road to Garland West City Limits, within Dallas County Commissioner District 1, and as more fully described in Attachment A, which is attached hereto and incorporated herein by reference. The Project is authorized by the Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for the expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each obligation contained herein. City shall have no right of action against the County of Dallas regards this PSA, specifically including any funding by County for the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City for the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA.

In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI
Agreements

I. City Responsibilities

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance, repairs, improvements, or reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location; (f) funding the purchase of all materials necessary to perform the Project construction; (g) managing construction of the Project; (h) receiving and processing all payments due contractors the City hires to work on the project; (i) contracting through formal bidding procedures to acquire the services of contractors; and (j) where necessary providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall be responsible for performing all construction responsibilities and services contemplated hereunder, as more fully set forth in Attachment A, in a good and workmanlike manner.
3. City shall further be responsible for maintaining the Project site/sites once the Project is completed.
4. City shall be in compliance with the Manual on Uniform Traffic Control Devices Standards in ensuring safety during operations as outlined in the scope of work in Article IV, Project Description.

II. County Responsibilities

1. County shall reimburse the City for proportionate Project costs, as more fully set forth in Section III. below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA ("Records"). City agrees that all related Records shall be retained for a period of time not less than four (4) years from the date of termination of this PSA. Such Records shall be provided to the County and available for any audit at any time upon request. The results of any audit may be furnished to the City for comment.

III. Funding

County and City mutually agree that the initial and anticipated Project cost is approximately Three Million, Six Hundred Sixty Thousand, Six Hundred Ninety Dollars and no cents, ($3,660,690.00) as set forth in Attachment A. County and City mutually agree that City shall be responsible to pay One Million, Eight Hundred Thirty Thousand, Three Hundred Forty-Five Dollars and no cents ($1,830,345.00) for its portion of "Type B" roadwork. County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed One Million, Eight Hundred Thirty Thousand, Three Hundred Forty-Five Dollars and no cents ($1,830,345.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost.

County and City further agree as follows:

1. Should the actual cost of the Project exceed the initial and anticipated Project costs, City agrees either to reduce the scope of the Project or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges. County's acceptance of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. Reimbursement invoices shall clearly identify expenditures within the scope of site and items of work as described in Attachments A and B.
3. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then current conditions and estimated total costs to complete the Project.

Article VII
Miscellaneous

I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any sovereign/governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other 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.**

II. No Third-Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's sovereign immunity and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:		**CITY:**
Director of Public Works Dallas County 500 Elm Street, Suite 5300 Dallas, Texas 75202	**and**	Judson Rex City Manager 200 Fifth Street Garland, Texas 75040
Commissioner Dr. Theresa Daniel Dallas County Commissioner District #1 500 Elm Street, Suite 7100 Dallas, Texas 75202		Tony Irvin, P.E. Street Department Director 200 Fifth Street Garland, Texas 75040

Either party may change its address for notice by giving the other party written notice thereof.

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

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

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Garland.

XII. Effective Date. The PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution ________, minutes __________, dated the ___ day of ____________, 2024.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _________________ and passed on the _______ day of ______________, 2024.

Executed by the City of Garland this the _____ day of_______________, 2024.

Executed by the County of Dallas this the _____ day of _________________, 2024.

CITY OF GARLAND:

____
SCOTT LEMAY
MAYOR

COUNTY OF DALLAS:

____
CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

____
CITY SECRETARY

RECOMMENDED BY:

____
JUDSON REX
CITY MANAGER

RECOMMENDED BY:

____
DARRYL MARTIN
DALLAS COUNTY ADMINISTRATOR

APPROVED AS TO FORM:
CITY OF GARLAND:

____
CITY ATTORNEY

APPROVED AS TO FORM*:
DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY

____
CORTNEY PARKER
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

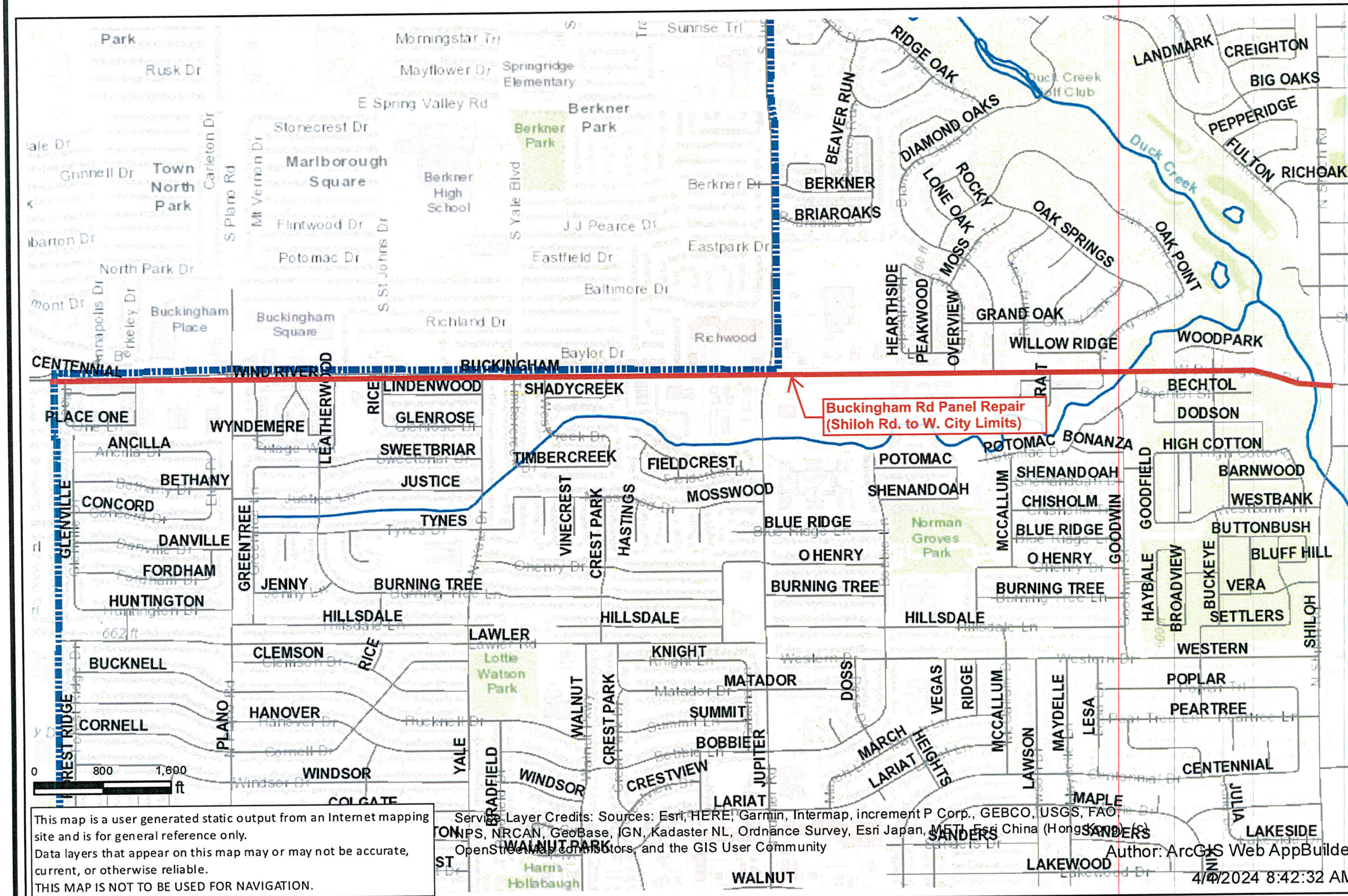
ATTACHMENT A

City of Garland
Dallas County Type B Roads - FY 24 Cost Share Candidate

Block	Name	From Name	To Name	Pavement Type	Func Class	Lane Miles	OCI	Comissioner District	FY 23 Maint. Plan	Cost Estimate	
	Buckingham Road	Shiloh Road	West City Limits	Concrete	Arterial	2.38	94.4	1	Concrete Repair	$3,660,690.00	$1,830,345.00
									Subtotal:	$3,660,690.00	
									Total Project Cost	$3,660,690.00	
									Dallas County Share	$1,830,345.00	
									City of Garland Share	$1,830,345.00	
									Total Project Costs	$3,660,690.00	

ATTACHMENT B

Buckingham Road (Shiloh to W. City Limits)



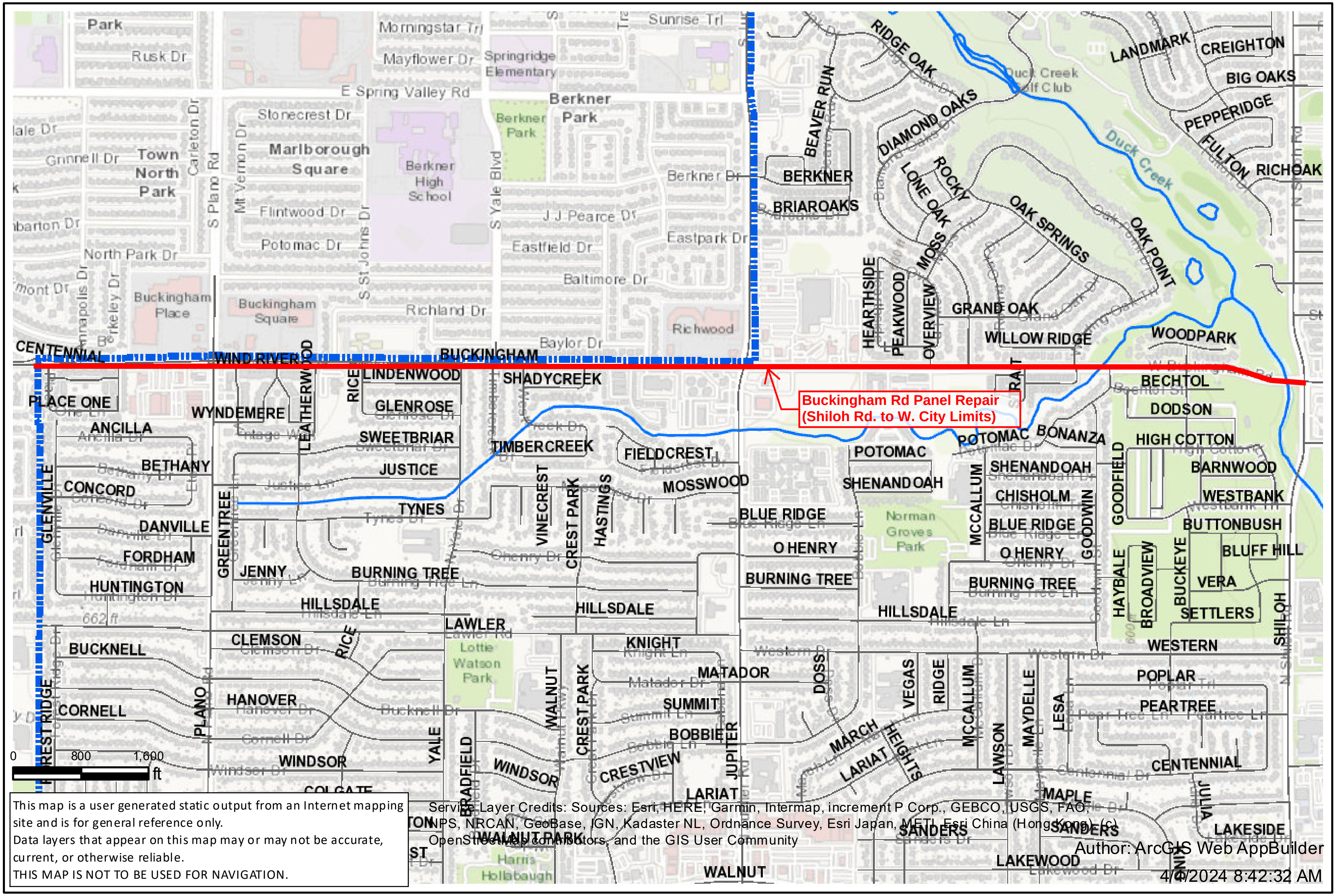
This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Author: ArcGIS Web AppBuilder
4/4/2024 8:42:32 AM

Buckingham Road (Shiloh to W. City Limits)

N



This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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Author: ArcGIS Web AppBuilder
4/4/2024 8:42:32 AM

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENTS ON PORTIONS OF THE FOLLOWING ROAD WITHIN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS: BUCKINGHAM ROAD, FROM SHILOH ROAD TO GARLAND WEST CITY LIMITS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager or his designee is hereby authorized to execute a Project Specific Agreement with Dallas County for transportation improvements on Buckingham Road from the Shiloh Road to Garland West City Limits. A copy of this PSA is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

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

PASSED AND APPROVED this the ______ day of September, 2024.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session		8.
Meeting Date:	10/08/2024	
Title:	Reallocation of CDBG CARES Act Funding for James Park Project	
Submitted By:	Mona Woodard, Neighborhood Services Administrator	
Strategic Focus Area:	Well-Maintained City Infrastructure Vibrant Neighborhoods and Commercial Centers	

Issue/Summary

Authorize the City Manager or his designee to execute an agreement with the U.S. Department of Housing and Urban Development (HUD) to reallocate unspent CDBG-CV (CARES Act) funds from the completed Dallas College Project to support the expansion of the Council-approved James Park Project.

Background

On September 11, 2020, the city received $1,693,708 in Community Development Block Grant (CDBG-CV) funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The U.S. Department of Housing and Urban Development (HUD) mandates that this funding be used to help communities prevent, prepare for, and respond to the direct and indirect impacts of the COVID-19 pandemic, as well as to mitigate future risks.

On December 15, 2020, the Council allocated $250,000 of this funding to Dallas College for a workforce training program. However, after the 24-month term ended, an agreement was reached on January 1, 2023, to recapture the unused funds. Dallas College spent $16,461 of the allocated amount, and the remaining $233,539 was recaptured by the city for reallocation to other programs.

The deadline to use these funds is June 2, 2026, as required by HUD. All program funds must be spent by that date, or any remaining amount will be recaptured by HUD and will no longer be available to the City of Garland. To ensure timely use, allocating the funds to the shovel-ready James Park Project will allow the deadline to be met.

During the September 16, 2024 work session, this item was provided to the Council for consideration and authorization to reallocate the unspent CDBG-CV funds of $233,539 to expand the James Park Project, which was approved by the Council on July 1, 2024. The funds will be used to install a new, modern playground to replace the outdated one, ensuring the project meets HUD's grant requirements.

Consideration / Recommendation

Authorize the City Manager or his designee to execute an agreement with HUD to reallocate CDBG-CV funding in the amount of $233,539, for the expansion of the James Park Project.

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session		9.
Meeting Date:	10/08/2024	
Title:	Amendments to the Code of Ordinances - Chapter 21	
Submitted By:	Mark Lee, Fire Chief	
Strategic Focus Area:	Safe Community Sound Governance and Finances	

Issue/Summary

Garland Fire Department requests Council approval for the attached amendment to the Code of Ordinances, Chapter 21 Fire Prevention and Protection allowing for partial cost recovery for certain vehicle collisions, vehicle fires, hazardous standbys, and special rescues. Also amending the Charity Care policy for Emergency Medical Services. This amendment also amends Chapter 21 by defining hazardous materials, hazardous material incidents, and allowing for full cost recovery of City incurred costs associated with the response to hazardous material incidents.

Background

These items were presented to Council at the September 16, 2024 Work Session.

Consideration / Recommendation

Enactment of the attached ordinance amending the City of Garland Code of Ordinances Chapter 21 Fire Prevention and Protection.

Attachments

Chapter 21 Amendments

ORDINANCE NO. ________

AN ORDINANCE AMENDING SECTION 21.26, "EMERGENCY SERVICE PROVIDED BY FIRE DEPARTMENT," OF ARTICLE II, "EMERGENCY AMBULANCE SERVICE," OF CHAPTER 21, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 21.26 "Emergency service provided by Fire Department," of Article II, "EMERGENCY AMBULANCE SERVICE," of Chapter 21, "Fire Prevention and Protection," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"**Section 21.26 Emergency service provided by Fire Department.**

...

(D) The City Manager, or his designee, shall adopt a Charity Care Policy and the procedures for administering the policy. The Charity Care Policy shall provide that the fees charged for ambulance services provided by the City may be fully or partially waived if the City is entitled to receive partial reimbursement under the federally approved Ambulance Supplemental Payment Program for the services provided to the person as follows:

(1) A 100% waiver if the person's adjusted gross income falls below 400% of the federal poverty guideline threshold.

(E) Any person or entity that owns or possesses hazardous material involved in a hazardous materials incident within the city, or any party or entity that intentionally, recklessly, or negligently causes or is responsible for a hazardous materials incident within the city, shall be liable for all expenses or costs incurred by the city, including but not limited, associated salary and overtime, as well as, any expensed or costs incurred by third parties which provide assistance to abate and remediate such an event. The remedy provided by this section shall be in addition to any other remedies provided by law.

(1) For the purposes of this section, "hazardous materials" shall be defined as any substances or materials in a quantity or form which, in the determination of the fire chief or his authorized representative, poses a risk to persons, property or the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum products, poisons, compressed or liquefied gases, etiologic (biologic) agents, oxidizers, corrosives, carcinogens, cryogens and organic peroxides.

(2) For the purpose of this section, "hazardous materials incidents" shall be defined as the release, or potential release, of a hazardous material from its container into the environment.

(3) For the purposes of this article, “direct or indirect costs suffered by the city, and any agencies which assist to abate and remediate such an event,” included but are not limited to, direct and indirect costs and expenses attributable to the abatement or cleanup of any hazardous materials incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of protective equipment, costs of specialists, experts, or other contract labor utilized by the city, disposal costs, overhead costs, overtime costs, and any other incidental costs incurred by the city. The responsible party shall be billed for the recovery of the costs.

(F) The Fire Department may be called upon to provide emergency incident response and service to certain vehicular crashes, vehicle fires, Hazardous Conditions, and Special Rescues within the City. In that regard, the Department may use City ambulances, apparatus, or equipment, or enter into an interlocal agreement with another governmental entity for such response and service. The Fire Department shall attempt to recover related expenses, through fees, listed in the Master Fee and Rate Schedule, Article VII, Section 10.85, of Chapter 10, as “Emergency Incident Recovery Fees.”

”

Section 2

That Chapter 21 of the Code of Ordinances for the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

Section 4

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

PASSED AND APPROVED this the 17th day of September 2024.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

PUBLISHED:

____
City Secretary

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session **10.**

Meeting Date: 10/08/2024
Title: Adoption of Fees for Certain Fire Department Responses
Submitted By: Mark Lee, Fire Chief
Strategic Focus Area: Well-Maintained City Infrastructure
Safe Community
Customer-Focused City Services
Sound Governance and Finances

Issue/Summary

Garland Fire Department requests Council approval by minute action for an ordinance modification pertaining to fees for partial cost recovery for certain vehicular collisions, vehicle fires, hazardous standbys, and special rescues that the fire department responds to.

Background

This item was presented to the Council at the September 16, 2024 Work Session. The fire department seeks partial recovery of expenditures for certain fire responses detailed in the proposed fee schedule amendment attached. These fees are to be assessed to non-residents and/or commercially operated vehicle owners for certain vehicle collisions. Fees will also be assessed for Special Rescues, Vehicle Fires, and Hazardous Standbys when a contractor causes an incident.

Consideration / Recommendation

Enact the attached ordinance amendment adopting certain fire response fees.

Attachments

Fire Service Fee Proposals

Fire Response Services **Motor Vehicle Collision (Commercial or Non-Resident)** Level 1 (Provides hazardous materials assessment and scene stabilization) Level 2 (Includes Level 1 services as well as clean up and material used for hazardous fluid clean-up/disposal.)	$520.00 $600.00	21.03
Fire Response Services **Vehicle Fire (Commercial or Non-resident)** Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and automotive fluid cleanup as a result of the incident.	$605.00	21.03
Fire Response Services **Natural Gas Leaks (Breached lines by commercial contractor)** Response and/or standby services pending gas company rendering the area safe from escaping, or pocketed gas.	$500.00 plus $225.00/hour/ engine $300.00/hour/fire truck with an aerial ladder	21.03
Fire Response Services **Special Rescue (Commercial or Non-Resident)**	$400.00	21.03

GARLAND

CITY COUNCIL STAFF REPORT

City Council Regular Session **11.**

Meeting Date: 10/08/2024

Title: Ordinance adopting a 50% non-retroactive repeating COLA for retirees and their beneficiaries under TMRS

Submitted By: Matt Watson, Chief Financial Officer

Strategic Focus Area: Future-Focused City Organization

Issue/Summary

As directed by City Council at the August 17, 2024 Budget Work Session, staff in partnership with the Texas Municipal Retirement System (TMRS) has drafted an ordinance adopting a 50% non-retroactive repeating Cost-Of-Living-Adjustment (COLA) to be added to the city's Texas Municipal Retirement System (TMRS) pension plan.

Background

All full-time City of Garland employees participate in the Texas Municipal Retirement System (TMRS) through payroll deductions and City-funded plan contributions. TMRS offers several plan provisions that the City of Garland may elect in its retirement plan design, including certain eligibility requirements, employee and city contribution elections, Updated Service Credits (USC), a Supplemental Death Benefit (SDB), and Cost-Of-Living-Adjustments (COLA). Currently, the City of Garland TMRS plan includes a required contribution of 7% of employees' compensation which is credited to the employees' TMRS account and earns 5% interest each year the employee remains a member. When the employee is eligible to retire, the City of Garland will match the member contribution and interest at a rate of 2:1. Also, City of Garland employees earn a USC (100%) that can increase an employee's retirement annuity based on changes in salary that occur during employment and a SDB paid to the employees beneficiary upon death.

In 2009, due to changes in the actuarial methodologies utilized by TMRS, significant scheduled increases in the City's TMRS contribution rate were required to fully fund the COLA retiree benefit that would have cost the City an additional $11.7 million a year. This amount was beyond the City's funding capacity. Therefore, in order to maintain sustainable contribution rates for employee retirement, the TMRS Cost-of-Living Adjustments (COLAs) for both current and future retirees were discontinued in 2009. The COLA retiree benefit is calculated by using the Consumer Price Index (CPI) to determine the rate of inflation since an employee retired, or 12 months before the COLA's effective date. A city may choose a COLA of either 30%, 50% or 70% of the change in CPI. Prior to the elimination of the COLA provision in 2009, the City of Garland offered a 70% repeating COLA to retirees to offset the impact of inflation. Historically, COLA must be calculated retroactively by looking back to the cumulative change in the Consumer Price Index (CPI) since each retiree's retirement date, commonly called the "catch-up." The retroactive calculation makes granting a COLA more expensive for cities like Garland, which eliminated the COLA provision 16 years ago.

However, effective May 27, 2023, the Texas Legislature amended the TMRS Act to provide participating cities with a new non-retroactive repeating COLA option which eliminates the retroactive calculation by only requiring a city to look back to the change in the CPI for the one-year period that ends 12 months before the COLA's effective date. In almost every case, the new non-retroactive repeating COLA option will be less expensive for a city than a repeating COLA calculated retroactively. While the impact of the New COLA Option on each retiree depends on many factors, no retiree's current monthly benefit will be reduced. All repeating COLAs adopted using the non-retroactive option must be effective on January 1, 2024, 2025, or 2026. To adopt the New COLA Option, a city must pass an ordinance and provide it to TMRS by the December 31 preceding the January 1 effective date.

At the August 17, 2024, Budget Work Session, staff presented a recommendation and financial strategy to fund a repeating 50% non-retroactive repeating COLA to the City Council. At this meeting, the City Council directed staff to move forward with drafting an ordinance for formal consideration to adopt a 50% non-retroactive repeating COLA effective January 1, 2025.

Consideration / Recommendation

Approve an ordinance adopting non-retroactive repeating COLA for retirees and their beneficiaries under the TMRS Act. A Budget Amendment will be brought forward in January to appropriate the necessary funds associated with this benefit which will be effective January 1, 2025.

Attachments

TMRS Ordinance

ORDINANCE NO.

AN ORDINANCE REGARDING THE CITY OF GARLAND'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS: (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) and (f-1), AND (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.

WHEREAS, the City of Garland, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act");

WHEREAS, House Bill 2464, 88th Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA");

WHEREAS, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

WHEREAS, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA;

WHEREAS, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

WHEREAS, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and transfer Updated Service Credits, now:

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

Section 1
Adoption of Non-Retroactive Repeating COLAs

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by **50%** of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 2
Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as "Transfer USC"), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 3

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

PASSED AND APPROVED this the ____ day of ______________, 2024.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary