



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
March 3, 2020
7:00 p.m.

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made.
BRAILLE IS NOT AVAILABLE.



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

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 to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the February 18, 2020 Regular Meeting.
2. Consider approval of the following bids:
 - a. **Design Services for Audubon Park Water and Wastewater Line Replacement** **Bid No. 0516-20**

JQ Engineering, Inc. **\$134,475.00**

This request is to approve design services to replace the water and wastewater lines that run through Audubon Park due to their age and condition.

b. GP&L Intake Water Strainer System Bid No. 0066-20

Relevant Industrial, LLC \$108,640.00

This request is for the replacement of the existing intake water strainer system used for debris removal from auxiliary equipment cooling water at the Olinger Plant.

c. GP&L Lookout Substation Voltage Control Engineering Services Bid No. 1241-19

Siemens Industry, Inc. \$16,560.00

This request is to approve Change Order #1 for Lookout Substation Voltage Control Engineering Services.

d. Advertising Collateral Production Bid No. 0355-20

Pyro Agency \$165,500.00

This request is for production of advertising collateral and other creative/content materials in support of the Make Your Mark marketing campaign. This approval is for a Term Agreement with four optional renewals.

e. GP&L King Mountain Transmission Line Construction Labor Bid No. 0902-19

RES System 3, LLC \$130,903.42

This request is to approve Change Order #2 for the King Mountain - Roadrunner Transmission Line Construction.

f. Engineering Design Services for Cooper and Southern Gardens Drainage Improvements - Avenue B to South First Street Bid No. 0556-20

R-Delta Engineers, Inc. \$326,600.00

This request is to provide professional design services for paving, drainage, water and wastewater improvements in the Cooper Addition and Southern Gardens Addition between Avenue B and South First Street.

- g. TMPA Keith Switch to Steep Hollow 138kV
Transmission Line Rebuild Engineering Design
Services**

\$144,000.00

This request is to obtain engineering services associated with the TMPA Keith Switch to Steep Hollow 138kV Transmission Line Rebuild project.

- ## h. GIS System Upgrade

\$57,184.00

This request is to approve Change Order #1 for the implementation of an upgrade to the GP&L GIS system.

- i. Miscellaneous Concrete Repair** **Bid No. 0313-20**

\$1,214,840.00

This request is to provide permanent concrete repairs to various roadways throughout the city where potholes have been temporarily patched with asphalt material. This request is for a Term Agreement with two optional renewals.

- j. Capacitor Bank Assemblies for Warehouse Inventory** **Bid No. 0442-20**

\$116,700.00

This request is to purchase capacitor bank assemblies for Warehouse inventory.

- k. Fault Indicators for Warehouse Inventory** **Bid No. 0402-20**

\$150,220.00

This request is to purchase fault indicators for Warehouse inventory. These items are used to support Garland Power & Light's construction and maintenance operations. This request is for a Term Agreement with four optional renewals.

I. Itron Water Meters for Warehouse Inventory

Bid No. 0385-20

Republic Meter, Inc.

\$266,000.00

This request is to purchase Itron water meters for Warehouse inventory. These items are used to support the Water Department's maintenance and repair operations. This request is for a Term Agreement with four optional renewals.

- 3. A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.**

a. Zoning File No. Z 19-42, MV Innovations LLC (District 4)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving a Change of Zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District on a 0.21-acre tract of land located at 1617 Bruce 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; a Savings Clause, and a Severability Clause; and providing an effective date.

- 4. Approve by minute action a development agreement with GL Lakeview Pointe Housing**

At the March 2, 2020 Work Session, Council considered a development agreement that will provide for the construction of an extension of Zion Road from its terminus at Bass Pro Road and Lake Ray Hubbard to connect to the I-30 frontage road.

- 5. Approve by minute action the PILOT payments to taxing entities through which Garland Power and Light's Limestone to Gibbons Creek transmission line passes.**

At the February 18, 2020 Regular Meeting, Council approved an amendment to the 2019-20 Operating Budget for PILOT payments to the taxing entities in the counties through which the Limestone to Gibbons Creek transmission line passes (Grimes, Madison, and Leon).

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

6. Hold a public hearing to receive comment on the 2020 Proposed Capital Improvement Program (CIP)

A public hearing will be held on the 2020 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the Proposed CIP Program. The 2020 Proposed CIP has been available for public inspection in the City's libraries and the City Secretary's Office and has been on the City's website since February 5, 2020. A public hearing was also held on February 18, 2020.

7. Consider an ordinance approving the 2020 Capital Improvement Program

On February 4, 2020, the City Council was presented with the Proposed Capital Improvement Program (CIP) for 2020. The 2020 Proposed CIP has been available for public inspection in the City's libraries and the City Secretary's Office and has been on the City's website since February 5, 2020. The City Council held a Special Budget Work Session on February 8, 2020, to review the proposed program. In addition, a Public Hearing on the Proposed CIP was held on February 18, 2020.

8. Citizen comments.

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

9. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Frontier FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.



GARLAND

City Council Regular Session Agenda

1.

Meeting Date: 03/03/2020

Item Title: Minutes Feb. 18

Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:

Consider approval of the minutes of the February 18, 2020 Regular Meeting.

Attachments

Minutes Feb. 18



GARLAND

MINUTES

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, February 18, 2020, 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 Robert John Smith
Deputy Mayor Pro Tem Robert Vera
Council Member David Gibbons
Council Member Deborah Morris
Council Member Jerry A. Nickerson
Council Member Jim Bookhout
Council Member Rich Aubin
Council Member Dylan Hedrick

Staff Present: City Manager Bryan Bradford
Deputy City Manager Mitch Bates
City Attorney Brad Neighbor
City Secretary Eloyce René Dowl

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

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MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

Mayor LeMay honored the coaches and members of the Garland Boxing Club for their award winning matches at the state level. Dave Swavey, Program Manager, highlighted the accomplishments of Alex Espinoza who won the Silver Glove at Nationals in the 16-year old category.

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 to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

Motion was made by Council Member Jim Bookhout, and seconded by Deputy Mayor Pro Tem Robert Vera to approve the Consent Agenda as presented.

Motion carried:

Vote: 9 - 0

- 1. APPROVED** Consider approval of the minutes of the February 4, 2020 Regular Meeting.

- 2. Consider approval of the following bids:**

- a. APPROVED 2020 Garland Alley Replacement Project** **Bid No. 0300-20**

Grantham and Associates, Inc.	\$179,480.00
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This request is to provide professional engineering and surveying services, including detailed construction plans, for the reconstruction of 13 concrete alleys throughout the City.

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|--|------------------------|
| b. APPROVED Arcady and Glenfield Drive Water and Sewer Main Replacement | Bid No. 0227-20 |
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Aushill Construction, LLC	\$672,048.00
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Optional Contingency	<u>67,205.00</u>
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TOTAL: \$739,253.00

This request is to provide water and wastewater improvements to Arcady and Glenfield Drive. An Optional Contingency is included for any additional work that may be required.

- c. APPROVED GP&L Firewall Licensing Renewal** **Bid No. 0434-20**

Presidio Networked Solutions	\$223,151.33
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This request is to purchase Firewall-related applications for the GP&L system.

- d. **APPROVED** **Bobtown Road, Waterhouse Boulevard and South Country Club Road Improvements** **Bid No. 0156-20**
- DDM Construction Corporation** **\$9,799,114.00**
- This request is to provide pavement and drainage improvements and water line replacement on Bobtown Road from Rowlett Road to 660 feet west of Roan Road and on Waterhouse Boulevard from Bobtown Road to Hayman Drive.
- e. **APPROVED** **Boiler Repairs at the Olinger and Spencer Power Plants** **Bid No. 0364-20**
- Hi-Tech Industrial Services, LLC** **\$1,000,000.00**
- This request is to provide as-needed boiler maintenance and repair services at the GP&L Olinger and Spencer Power Plants. This is a Term Agreement with three optional renewals.
- f. **APPROVED** **Design Services for Bobtown Road, Waterhouse Boulevard and S. Country Club Road Improvements** **Bid No. 5703-15**
- Huitt-Zollars, Inc.** **\$93,030.00**
- This request is to approve Change Order #3 for additional water and wastewater engineering design services on Bobtown Road.
- g. **APPROVED** **Comprehensive Fee Study** **Bid No. 0209-20**
- MGT of America Consulting, LLC** **\$106,000.00**
- This request is to provide a comprehensive fee study for General Fund departments including Building Inspection, Code Compliance, Engineering, Fire, Health, Parks, Recreation & Cultural Arts, Planning & Community Development and Police.
- h. **APPROVED** **GP&L Production Plant Engineering Support Services** **Bid No. 0469-20**
- SynchroGrid Limited, LLC** **\$250,000.00**
- This request is to obtain as-needed engineering support services for the GP&L Olinger, Spencer and Lewisville Hydro Plants. This approval is for a Term Agreement with four optional renewals.
- i. **APPROVED** **GP&L Transmission Line Rebuild Materials** **Bid No. 0343-20**
- KBS Electrical Distributors, Inc.** **\$122,282.40**

This request is to provide insulators, line hardware, conductor and other associated materials needed for the rebuild of sections of the Wynn Joyce to Ben Davis and Wynn Joyce to Miller Road transmission lines.

j. APPROVED HVAC Equipment and Parts Bid No. 0484-20

Trane \$200,000.00

This request is to purchase HVAC equipment and parts as needed to ensure our building environments are comfortable for our citizens, visitors and staff. This approval is for a Term Agreement with four optional renewals.

k. APPROVED Outside Custodial Service Bid No. 0494-20

GCA Services Group of Texas \$966,777.54

This request is to provide custodial services for thirty-eight City of Garland facilities. This approval is for a Term Agreement with four optional renewals.

3. Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.

a. APPROVED Zoning File No. Z 19-38, Jimmy D. Newton (District 6)

Ordinance No. 7123 amending the Garland Development Code of the City of Garland, Texas, by approving a Specific Use Provision for a Tattooing/Body Piercing Establishment on a 1.129-acre tract of land zoned Industrial (IN) District and located at 1901 South Jupiter Road, Suite 103; 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; a Savings Clause, and a Severability Clause; and providing an effective date.

b. APPROVED Zoning File No. Z 19-41, Jonathan Escarcega (District 5)

Ordinance No. 7124 amending the Garland Development Code of the City of Garland, Texas, by approving a Change of Zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District on a 0.358-acre tract of land located at 3131 Cortez 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; a Savings Clause, and a Severability Clause; and providing an effective date.

4. APPROVED Resolution No. 10429 of the City of Garland, Texas, adopting the 2019 Our Garland Parks, Recreation, and Cultural Arts Strategic Master Plan; and providing an effective date.

Council adopted the Parks, Recreation and Cultural Arts Strategic Master Plan as presented.

5. **APPROVED City Manager Employment Agreement**

Council approved an employment agreement with Bryan L. Bradford to continue his employment in the position of City Manager.

6. **APPROVED City Attorney Employment Agreement**

Council approved an amendment to the employment agreement with Brad Neighbor relating to his employment in the position of City Attorney.

7. **APPROVED City Auditor Employment Agreement**

Council approved an amendment to the employment agreement with Jedson Johnson to continue his employment in the position of City Auditor.

8. **APPROVED North Texas (Dallas) Internet Crimes Against Children (ICAC) Task Force Interlocal Agreement**

Council authorized the City Manager to execute an interlocal agreement with the City of Dallas regarding the North Texas (Dallas) Internet Crimes Against Children (ICAC) Task Force and accept grant funding in the amount of \$16,000.00

9. **APPROVED Ordinance No. 7125 amending Ordinance 6758 related to the "City of Garland, Texas, General Obligation Commercial Paper Notes, Series 2015;" and resolving other matters incident and related thereto.**

At the February 17, 2020 Work Session, Council considered amending the General Obligation Commercial Paper Program to include projects as authorized by the 2019 Bond Program. The existing General Obligation Commercial Paper Program has a capacity of \$50 million and is set to terminate in March of 2021. The liquidity facility is provided by Citibank.

10. **APPROVED Ordinance No. 7126 amending Chapter 26 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause; providing a penalty under the provisions of Section 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Severability Clause; and setting an effective date.**

At the February 17, 2020 Work Session, Council considered the amendments to Chapter 26 of the Code of Ordinances regarding job placement activities in unauthorized locations.

11. **APPROVED 2019-2020 Budget Amendment No. 1**

At the February 17, 2020 Work Session, Council considered an amendment to the 2019-2020 Adopted Budget. Council approved **Ordinance No. 7127** amending the 2019-2020 Adopted Budget to appropriate funds in the amount of \$835,630 for the payment of payments in lieu of taxes to taxing entities along the Limestone to Gibbons Creek transmission line corridor.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

12. APPROVED Annual Adoption of Council Policies (with Financial Policy Revisions)

At the February 3, 2020 Work Session, Council considered the proposed changes to the 2020 Council Policies.

Motion was made by Council Member Jim Bookhout, and seconded by Council Member David Gibbons to approve the Annual Adoption of Council Policies. Motion carried:

Vote: 9 - 0

13. APPROVED Resolution No. 10430 authorizing the City Manager to execute an Election Services Contract with Dallas County by and through the Dallas County Elections Administrator, and a Joint General and Special Election Services Contract with Collin County by and through the Collin County Elections Administrator; adopting certain designated voting systems for use in the 2020 Garland General Election; and providing an effective date.

Council approved a contract with Dallas and Collin County Elections to secure election services for all Garland registered voters for the May 2, 2020 General Election.

Motion was made by Council Member Jim Bookhout, and seconded by Council Member Deborah Morris to approve the City Manager to execute Election Services with Dallas and Collin County Elections. Motion Carried:

Vote: 9 - 0

14. PUBLIC HEARING HELD: Hold a public hearing to receive comment on the 2020 Proposed Capital Improvement Program (CIP).

A public hearing will be held on the 2020 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the Proposed CIP Program. The 2020 Proposed CIP is available for public inspection in the City's libraries and the City Secretary's Office and has been on the City's website since February 5, 2020.

Mayor LeMay opened the public hearing at 7:19 p.m. There were no speaker cards on this item and no one came forward to comment. The public hearing was closed at 7:20 p.m.

15. Hold a public hearing on:

- a. **APPROVED** Consider the application of MV Innovations LLC, requesting approval of a Change of Zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District. This property is located at 1617 Bruce Drive. (File No. Z 19-42, District 4)

The applicant requests to build a single-family detached home.

Motion was made by Council Member Jim Bookhout, and seconded by Council Member Jerry A. Nickerson to approve as presented. Motion carried:

Vote: 9 - 0

16. **Citizen comments:** There were no speakers on this item.

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

17. **Adjourn:** There being no further business to come before the City Council, Mayor LeMay adjourned the meeting at 7:23 p.m.

Submitted By:

Scott LeMay, Mayor

Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. a.

Meeting Date: 03/03/2020

Item Title: Design Services for Audubon Park Water and Wastewater Line Replacement

Submitted By: Ginny Holliday, Facilities Management Director

Bid Number: 0516-20

Purchase Justification:

This request is to approve design services to replace the water and wastewater lines that run through Audubon Park due to their age and condition. As part of the pre-submittal process, the Water Department stated that the existing lines that serve the Audubon Recreation Center were scheduled to be replaced in the next couple of years. Because the Recreation Center will be out-of-service during the renovation, it creates an opportunity to replace the lines in conjunction with the renovation.

Evaluation:

JQ Engineering, Inc., was selected as the Most Qualified firm for this project based on their recent performance related to the Audubon Recreation Center project.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
JQ Engineering, Inc.	All	\$134,475.00
TOTAL:		\$134,475.00

Basis for Award: Most Qualified

Purchase Requisition #: 43063

Fiscal Impact

Total Project/Account: \$21,905,893
Expended/Encumbered to Date: 15,114,425
Balance: \$6,791,468
This Item: 134,475

Proposed Balance: \$6,656,993

Account #: 220-4049-3019200-7101 and 230-4149-3215700-7101

Fund/Dept/Project – Description and Comments:

Water Commercial Paper CIP Fund / Relocation of Mains Prior to Paving	=	\$ 67,238
Wastewater Commercial Paper CIP Fund / Relocation of Mains Prior to Paving	=	<u>67,237</u>
Total	=	\$134,475

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: Pages W03 and WW07

Budget Director Approval: Ron Young Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 02/21/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. b.

Meeting Date: 03/03/2020

Item Title: GP&L Intake Water Strainer System

Submitted By: Dan Bailey, Energy Services Director

Bid Number: 0066-20

Purchase Justification:

This request is for the replacement of the existing intake water strainer system used for debris removal from auxiliary equipment cooling water at the Olinger Plant. This is part of the approved Service Water Strainer CIP project.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. One (1) bid was received and evaluated with Relevant Industrial, LLC, submitting the Straight Low Bid.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Relevant Industrial, LLC	All	\$108,640.00
TOTAL:		\$108,640.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 42514

Fiscal Impact

Total Project/Account: \$121,367
Expended/Encumbered to Date: 12,727
Balance: \$108,640
This Item: 108,640
Proposed Balance: \$0
Account #: 215-3449-3159301-6051
Fund/Dept/Project – Description and Comments:

Electric CIP / Production Program

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: CIP - Page E08

Budget Director Approval: Ron Young

Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/21/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. c.

Meeting Date: 03/03/2020

Item Title: GP&L Lookout Substation Voltage Control Engineering Services

Submitted By: Steve Martin, Transmission Director

Bid Number: 1241-19

Purchase Justification:

This request is to approve Change Order #1 for Lookout Substation Voltage Control Engineering Services. The additional services are needed to complete the development and integration of the GP&L composite load model needed to complete the substation voltage control study.

Evaluation:

Siemens Industry was awarded the original PO 29050 in the amount of \$57,132 on August 16, 2019.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Siemens Industry, Inc.	All	\$16,560.00
TOTAL:		\$16,560.00

Basis for Award: Change Order

Purchase Requisition #: 42793

Fiscal Impact

Total Project/Account:	\$550,000
Expended/Encumbered to Date:	62,908
Balance:	\$487,092
This Item:	16,560
Proposed Balance:	\$470,532
Account #:	210-3799-3178301-7111

Fund/Dept/Project – Description and Comments:

Electric CIP / 2019 Substations Program

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: CIP - Page E10

Budget Director Approval: Ron Young

Approval Date: 02/20/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/20/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. d.

Meeting Date: 03/03/2020

Item Title: Advertising Collateral Production

Submitted By: Dorothy White, Public & Media Relations Director

Bid Number: 0355-20

Purchase Justification:

This request is for production of advertising collateral and other creative/content materials in support of the Make Your Mark marketing campaign. This approval is for a Term Agreement with four (4) optional renewals.

Evaluation:

A request for proposals was issued in accordance with Purchasing procedures. Three (3) proposals were received and evaluated based on the published criteria. Pyro Agency received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Pyro Agency	All	\$165,500.00
		TOTAL:	\$165,500.00

Basis for Award: Best Value

Purchase Requisition #: 43110

Fiscal Impact

Total Project/Account:	\$550,000
Expended/Encumbered to Date:	254,639
Balance:	\$295,361
This Item:	165,500
Proposed Balance:	\$129,861
Account #:	104-1522-7613

Fund/Dept/Project – Description and Comments:

Economic Development Fund / Image Management Initiative

AttachmentsBid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Page 208

Budget Director Approval: Ron Young

Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/20/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. e.

Meeting Date: 03/03/2020

Item Title: GP&L King Mountain Transmission Line Construction Labor

Submitted By: Steve Martin, Transmission Director

Bid Number: 0902-19

Purchase Justification:

This request is to approve Change Order #2 for the King Mountain - Roadrunner Transmission Line Construction. The additional services include mobilization and standby pay for construction crews due to three (3) ERCOT cancellations of GP&L's approved clearances. This is part of the approved King Mountain 345kV Transmission Line CIP project.

Evaluation:

RES System 3, LLC, was awarded the original PO 28926 in the amount of \$1,903,530 at the July 2, 2019 City Council meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
RES System 3, LLC	All	\$130,903.42
TOTAL:		\$130,903.42

Basis for Award: Change Order

Purchase Requisition #: 43076

Fiscal Impact

Total Project/Account:	\$3,426,429
Expended/Encumbered to Date:	3,277,713
Balance:	\$148,716
This Item:	130,904
Proposed Balance:	\$17,812
Account #:	210-3599-3144401-7111

Fund/Dept/Project – Description and Comments:Electric CIP / Transmission Lines Program

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: CIP - Page E01

Budget Director Approval: Ron Young

Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/21/2020

RES System 3, LLC

NEXT LOW: _____
LOW: _____
SAVINGS: _____

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 Agenda

2. f.

Meeting Date: 03/03/2020

Item Title: Engineering Design Services for Cooper and Southern Gardens Drainage Improvements - Avenue B to South First Street

Submitted By: Michael Polocek, Engineering Director

Bid Number: 0556-20

Purchase Justification:

This request is to provide professional design services for paving, drainage, water and wastewater improvements in the Cooper Addition and Southern Gardens Addition between Avenue B and South First Street. The project includes design of approximately 3,500 linear feet of RBC, 800 linear feet of RCP, 650 linear feet of water main, and 2,400 linear feet of 8-inch PVC wastewater and associated pavement replacement. The storm sewer alignment shall follow the schematic design prepared in 2006 which begins at the outfall into the Mills Branch Tributary 2, then continuing west in Avenue B, turning south on Hopkins, crossing Avenue D, continuing south on Hopkins, turning west through the alley north of Avenue E, crossing S. First Street, and connecting with the existing 60-inch RCP in Avenue E. The water line replacement limits are in Hopkins Street between the existing 16-inch water main in Avenue B and the existing 12-inch water main in Avenue D. The wastewater replacements begin at the existing 21-inch sewer in Avenue B, follow the proposed storm sewer alignment, and connect with the manhole in First Street on the existing 8-inch sewer.

Evaluation:

R-Delta Engineers, Inc., was selected as the Most Qualified firm for this project from RFQ 0212-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
R-Delta Engineers, Inc.	All	\$326,600.00
TOTAL:		\$326,600.00

Basis for Award: Most Qualified

Purchase Requisition #: 43109

Fiscal Impact

Total Project/Account: \$3,722,500
Expended/Encumbered to Date: 3,652,612
Balance: \$69,888
This Item: 326,600
Proposed Balance: \$(256,712) *
Account #: 624-1409-1425504-7101, 230-4149-3215700-7101,
220-4049-3019500-7101

Fund/Dept/Project – Description and Comments:

Street CIP / Fifth St. - Miller to Ave. D - Ph. B - Drainage

* The 2020 Proposed CIP includes \$1,489,000 of Commercial Paper from the 2004 Bond Program for the continuation of the project.

624-1409-1425504-7101 - Fifth St. - Miller to Ave. D - Phase B - Drainage	=	\$275,100
230-4149-3215700-7101 - Relocation of Mains Prior to Paving	=	41,530
220-4049-3019500-7101 - Relocation of Mains Prior to Storm Sewer Installation	=	<u>9,970</u>
Total	=	\$326,600

Attachments

Bid Recap

Location Map

Fiscal Reference:

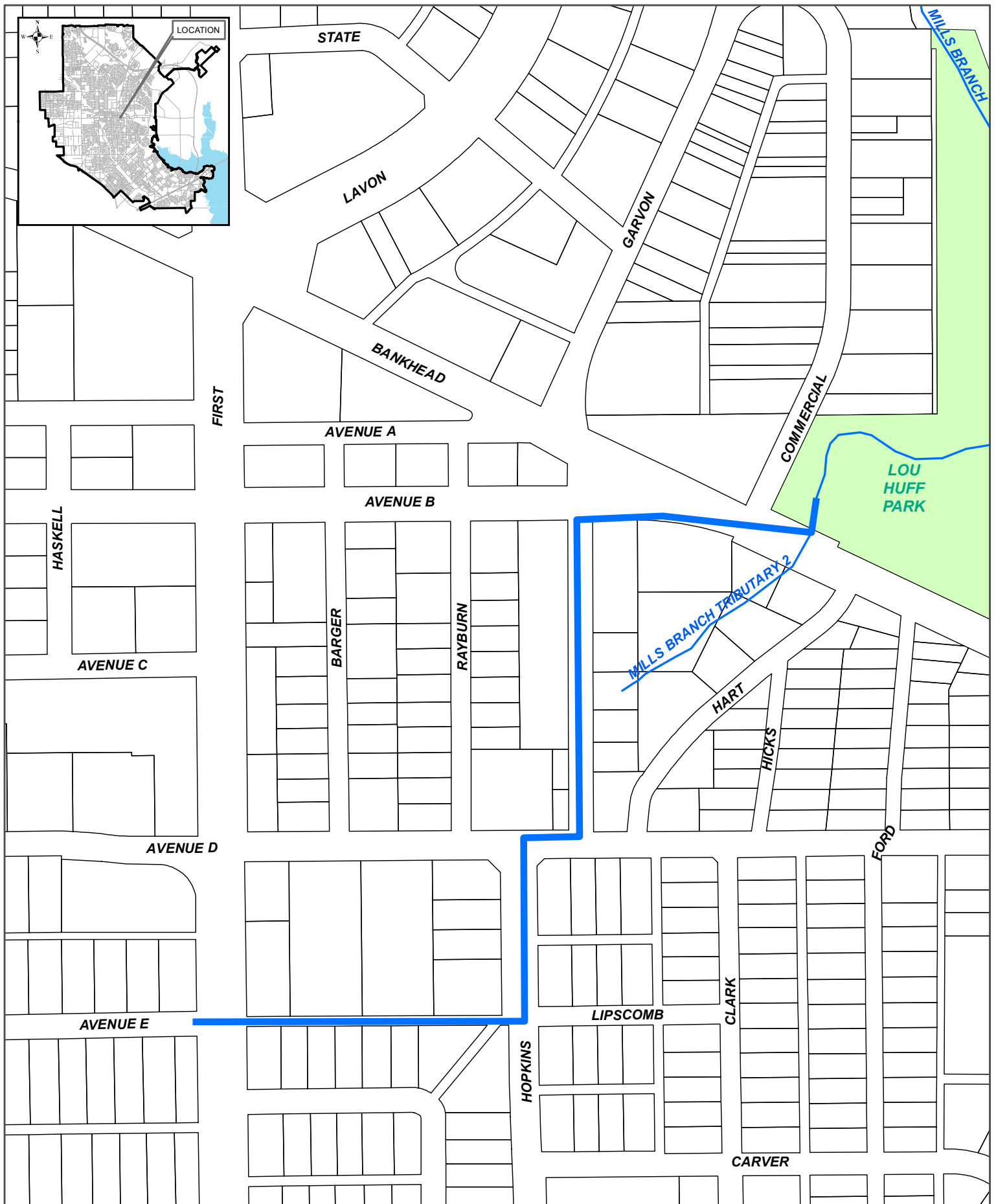
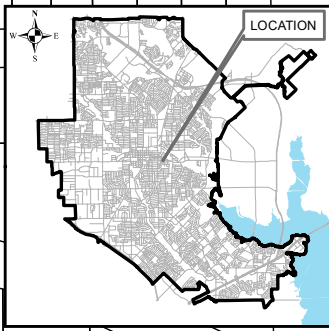
Budget Type: CIP

Fiscal Year: 2019

Document Location: Pages ST04, W04, & WW07

Budget Director Approval: Ron Young Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 02/21/2020





**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. g.

Meeting Date: 03/03/2020

Item Title: TMPA Keith Switch to Steep Hollow 138kV Transmission Line Rebuild Engineering Design Services

Submitted By: Steve Martin, Transmission Director

Bid Number: 0479-20

Purchase Justification:

This request is to obtain engineering services associated with the TMPA Keith Switch to Steep Hollow 138kV Transmission Line Rebuild project. Services will include engineering design packages and required deliverables to facilitate the construction of the 12-mile 138kV transmission line segment. This is an approved TMPA CIP project and will be reimbursed at 100%.

Evaluation:

M&S Engineering LLC was selected as the Most Qualified firm for this project from RFQ 0753-19.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
M&S Engineering LLC	All	\$144,000.00
TOTAL:		\$144,000.00

Basis for Award: Most Qualified

Purchase Requisition #: 42994

Fiscal Impact

Total Project/Account: \$12,800,000
Expended/Encumbered to Date: 400
Balance: \$12,799,600
This Item: 144,000

Proposed Balance: \$12,655,600
Account #: 215-3542-3127101-7111
Fund/Dept/Project – Description and Comments:
Electric CIP / TMPA CIP - 100% Reimbursed

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2019

Document Location: N/A

Budget Director Approval: Ron Young

Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/21/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. h.

Meeting Date: 03/03/2020

Item Title: GIS System Upgrade

Submitted By: Jeff Janke, Administration

Bid Number: 0113-20

Purchase Justification:

This request is to approve Change Order #1 for the implementation of an upgrade to the GP&L GIS system. The additional services will incorporate the consolidation of the existing multi-spatial geodatabase into a single SQL server. This consolidation will provide for improved compatibility with applications that rely upon GIS data for their operations.

Evaluation:

SSP Innovations, LLC, was awarded the original PO 29523 in the amount of \$139,114.25 at the November 19, 2019, City Council Meeting.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
SSP Innovations, LLC	All	\$57,184.00
TOTAL:		\$57,184.00

Basis for Award: Change Order

Purchase Requisition #: 43099

Fiscal Impact

Total Project/Account:	\$2,646,184
Expended/Encumbered to Date:	885,899
Balance:	\$1,760,285
This Item:	57,184
Proposed Balance:	\$1,703,101
Account #:	211-3151-7111

Fund/Dept/Project – Description and Comments:Electric Utility Fund / Electric Administration

AttachmentsBid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Page 232

Budget Director Approval: Ron Young

Approval Date: 02/20/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/20/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. i.

Meeting Date: 03/03/2020

Item Title: Miscellaneous Concrete Repair

Submitted By: Steve Oliver, Streets Director

Bid Number: 0313-20

Purchase Justification:

This request is to provide permanent concrete repairs to various roadways throughout the city where potholes have been temporarily patched with asphalt material. This program allows the City to provide good customer service to our citizens and restore the pavement to the original condition without repeated asphalt repairs to the same locations. This request is for a Term Agreement with two (2) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Ten (10) bids were received and evaluated with NPL Construction Company submitting the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
NPL Construction Company	All	\$1,214,840.00
TOTAL:		\$1,214,840.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 42816

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$1,214,840
Proposed Balance: N/A

Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term Contract - Permanent Concrete Road Repairs

Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.

Attachments

Bid Recap 1 of 2

Bid Recap 2 of 2

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2019-20

Document Location: Page 213

Budget Director Approval: Ron Young

Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/21/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. j.

Meeting Date: 03/03/2020

Item Title: Capacitor Bank Assemblies for Warehouse Inventory

Submitted By: Gary Holcomb, Purchasing Director

Bid Number: 0442-20

Purchase Justification:

This request is to purchase capacitor bank assemblies for Warehouse inventory. These items are used to support Garland Power & Light's construction and maintenance operations.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Texas Electric Cooperatives, Inc., submitted the Straight Low Bid.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Texas Electric Cooperatives, Inc.	All	\$116,700.00
TOTAL:		\$116,700.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 42982

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$116,700.00
Proposed Balance: N/A
Account #: 451-1300
Fund/Dept/Project – Description and Comments:

Warehouse inventory is expensed to the appropriate CIP and/or Operating account at time of issue.

Attachments**Bid Recap**

Fiscal Reference:

Budget Type: Operating Budget
 CIP

Fiscal Year: 2019-20

Document Location: N/A

Budget Director Approval: Ron Young Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb Approval Date: 02/21/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. k.

Meeting Date: 03/03/2020

Item Title: Fault Indicators for Warehouse Inventory

Submitted By: Gary Holcomb, Purchasing Director

Bid Number: 0402-20

Purchase Justification:

This request is to purchase fault indicators for Warehouse inventory. These items are used to support Garland Power & Light's construction and maintenance operations. This request is for a Term Agreement with four (4) optional renewals.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated based on price. Anixter, Inc., was apparent low bidder on Item 2, but the potential cost savings isn't sufficient to split the award. Techline, Inc., is recommended as the Lowest Responsible Bidder.

Award Recommendation:

	<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
	Techline, Inc.	All	\$150,220.00
		TOTAL:	\$150,220.00

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 42857/47860

Fiscal Impact

Total Project/Account:	N/A
Expended/Encumbered to Date:	N/A
Balance:	N/A
This Item:	\$150,220
Proposed Balance:	N/A

Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term Contract - Fault Indicators for GP&L

Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget
CIP

Fiscal Year: 2019-20

Document Location: N/A

Budget Director Approval: Ron Young

Approval Date: 02/21/2020

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/21/2020



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2. I.

Meeting Date: 03/03/2020

Item Title: Itron Water Meters for Warehouse Inventory

Submitted By: Gary Holcomb, Purchasing Director

Bid Number: 0385-20

Purchase Justification:

This request is to purchase Itron water meters for Warehouse inventory. These items are used to support the Water Department's maintenance and repair operations. This request is for a Term Agreement with four (4) optional renewals.

Evaluation:

Republic Meter, Inc., is the Sole Source provider for the Itron water meters.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Republic Meter, Inc.	All	\$266,000.00
TOTAL:		\$266,000.00

Basis for Award: Sole Source

Purchase Requisition #: 42858

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$266,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the appropriate CIP and/or Operating account as incurred.

Bid Recap

Budget Type: Operating Budget
CIP

Document Location: N/A

Purchasing Director Approval: Gary L. Holcomb Approval Date: 02/21/2020



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3. a.

Meeting Date: 03/03/2020

Item Title: Z 19-42 MV Innovations LLC (District 4)

Submitted By: Kimberly Hopkins, Development Planner

Summary of Request/Problem

Zoning Ordinance Z 19-42 MV Innovations LLC

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 19-42 Ordinance

Z 19-42 Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING A CHANGE OF ZONING FROM COMMUNITY RETAIL (CR) DISTRICT TO SINGLE-FAMILY-7 (SF-7) DISTRICT ON A 0.21-ACRE TRACT OF LAND LOCATED AT 1617 BRUCE 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.

WHEREAS, at its regular meeting held on the 27th day of January, 2020, the Plan Commission did consider and make recommendations on a certain request for approval of a Change of Zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District, by **MV Innovations LLC**; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the Garland Development Code would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1

The Garland Development Code is hereby amended by approving a Change of Zoning from Community Retail (CR) District to Single-Family-7 (SF-7) District on a 0.21-acre tract of land located at 1617 Bruce Drive and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in the Garland Development Code.

Section 3

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

Section 4

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

PASSED AND APPROVED this _____ day of _____, 2020.

ZONING FILE NO. Z 19-42

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

ZONING FILE Z 19-42

BEING Lot 1, Block 4, of Green Acres, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded in Volume 344, Page 1151, of the Map Records of Dallas County, Texas.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 03/03/2020

Item Title: Consider Approving by Minute Action a Development Agreement with GL Lakeview Pointe Housing

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

This item was considered at the March 2, 2020 Work Session.

Council is requested to approve by minute action a development agreement that will provide for the construction of an extension of Zion Road from its terminus at Bass Pro Road and Lake Ray Hubbard to connect to the I-30 frontage road. The development agreement will obligate the developer to construct and dedicate the road. Because a portion of the right-of-way for the Zion Road extension is owned by the City of Dallas, the developer will also be obligated to construct a seawall along part of the Lake Ray Hubbard shoreline. The development agreement provides for the waiver of approximately \$247,000 in impact fees because the developer is assuming the costs of the Zion Road extension costs and the costs of installing and maintaining the seawall for Dallas.

Recommendation/Action Requested and Justification

Approve by minute action a development agreement with GL Lakeview Pointe Housing.

Attachments

Draft Development Agreement Non-Final

- DRAFT -
Non-final and Unapproved

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2020 (“Effective Date”) by and between GL LAKEVIEW POINTE HOUSING LP, a Texas limited partnership (“Developer”), and the City of Garland, Texas (“City”), a home rule municipality (each, individually, a “Party” and, collectively, the “Parties”).

1. RECITALS.

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement;

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in beneficial developments in the City in order to increase tax revenue for real property within the City, and promote or develop new business enterprises;

WHEREAS, Developer is currently a party to a contract (the “Contract”) to purchase land located within the territorial limits of the City and being more particularly described in attached Exhibit A, which is incorporated herein by reference (“Property”);

WHEREAS, Developer is prepared to close on the Contract and acquire title to the Property on or about March 3, 2020, and in connection with said purchase, the City and Developer desire to enter into this Agreement;

WHEREAS, the Property is located near the shoreline of Lake Ray Hubbard (the “Lake”);

WHEREAS, Developer will construct a multi-family project on the Property (said improvements are referred to herein as the “Multi-Family Improvements”);

WHEREAS, the City requires that Developer construct a road which will run near the shoreline of the Lake, and part of the land on which the road will lie, is owned by the City of Dallas, which also owns the Lake;

WHEREAS, the City of Dallas will execute and deliver to the City that certain Easement as to the land owned by City of Dallas which will be used for the road;

WHEREAS, the City of Dallas will execute and deliver to the City that certain Drainage Easement as to certain land owned by City of Dallas which will be used for drainage;

WHEREAS, the City of Dallas requires that the City and Developer execute and deliver to the City of Dallas that certain Erosion Control Maintenance Agreement (the “Erosion Control Agreement”), whereby Developer is required to build and maintain a seawall along a portion of the shoreline of the Lake, the purpose of said Erosion Control Agreement is to prevent further

erosion of a portion of the shoreline along the Lake in the vicinity of the Multi-Family Improvements;

WHEREAS, in conjunction with the Erosion Control Agreement, Developer agrees to construct a seawall along a portion of the shoreline of the Lake (the seawall and related erosion control improvements are referred to herein as the “Project”) and thereafter provide for the perpetual maintenance of the Project through the owner of the Multi-Family Improvements;

WHEREAS, the seawall to be constructed by Developer is located on a 10,269 square foot parcel of land described on Exhibit B attached hereto (the “Erosion Control Maintenance Area”);

WHEREAS, the Multi-Family Improvements will have a direct and positive economic benefit to City;

NOW THEREFORE, in consideration for the covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

2. DEFINITIONS

Terms used in this Agreement that have their initial letters capitalized shall have the meanings given to them in this Section 2 unless a term is otherwise defined in this Agreement or unless the context in which a term is used clearly requires a different meaning.

2.1 “Agreement” is defined in the introductory paragraph.

2.2 “City” is defined in the introductory paragraph.

2.3 “City Requirements” mean ordinances, resolutions, rules, regulations and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City.

2.4 “Effective Date” is defined in the introductory paragraph.

2.5 “Party” and “Parties” are defined in the introductory paragraph.

2.6 ““Preliminary Development Plan” is the detailed development plan submitted by Developer, reviewed and finally approved (once accepted) by the City detailing, among other things, a specific layout of the Project and the overall design of the Project as provided in Zoning File 18-10, a planned development ordinance with accompanying detail plan on file with the City, the terms, conditions, and requirements of which are incorporated into this Agreement by reference.

2.7 “Project” is defined in the Recitals.

2.8 “Property” is defined in the Recitals.

2.9 “Multi-Family Improvements” is defined in the Recitals.

2.10 “Developer” is defined in the introductory paragraph.

2.11 “Substantially Complete,” “Substantial Completion,” or “substantially completed” means that the progress of the Project is sufficiently complete in accordance with this Agreement, and the Engineering Department of the City has issued a letter of acceptance to Developer for the Project, which shall not be unreasonably withheld.

3. PROJECT DEVELOPMENT

3.1 Developer’s Obligations. In consideration of the City’s waiver of impact fees as described in Section 3.2, Developer agrees to the following:

3.1.1 Developer shall commence construction of the Project no later than 90 days after Developer’s receipt of all permits and approvals necessary from the City to construct the Multi-Family Improvements. Developer shall use commercially reasonable efforts to complete construction of the Project. Developer shall complete the Project prior to the issuance of a certificate of occupancy by the City for the Multi-Family Improvements.

3.1.2 Developer agrees to develop the Project, including all required dedications of land or improvements to the public, in accordance with the provisions, terms, and conditions of the City Requirements, this Agreement, and the Preliminary Development Plan.

3.1.3 Developer agrees to construct the Multi-Family Improvements in accordance with the Preliminary Development Plan as approved.

3.2 City Obligations. In consideration of Developer’s participation in the Project, City agrees to the following obligations and duties:

3.2.1 The City shall endeavor to expedite review and approval of the civil plans for the Multi-Family Improvements and the Project. The City shall endeavor to grant an early grading permit promptly after City’s first round of comments to the civil plans for the Multi-Family Improvements. Any fees associated with expediting review and approval shall be waived by the City.

3.2.2 

3.3 Dedication of Public Infrastructure and Improvements. When the Project has been inspected and approved by the City, Developer shall dedicate the Project to the City and the City shall accept such dedication. City acceptance shall be evidenced by a written confirmation signed by the City Manager or his designee. Dedications shall be in accordance with the applicable City Requirements.

3.4 Maintenance of the Seawall and the Erosion Control Maintenance Area. The City shall maintain the Erosion Control Maintenance Area (other than the seawall) in accordance with its obligations under that certain Interlocal Agreement and Lease between the City and the

City of Dallas dated January 22, 2001. Developer, at its sole cost and expense, shall maintain the seawall and all erosion improvements constructed thereon in a state of good repair in accordance with applicable laws and ordinances and in accordance with Dallas Water Utilities Department ("DWU") Construction Permit for erosion control structures, safeguarding erosion control installations Developer has installed. The City of Dallas and the City shall have the right to remove and keep removed from the Erosion Control Maintenance Area any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance including making necessary replacements of any improvements thereon or proper function of the erosion control improvements. Developer, at its sole cost and expense, shall be responsible to make material improvements to the seawall according to such plans and specifications developed by Developer in consultation with appropriate erosion control approved vendors on the Lake and Dallas Water Utilities ("DWU"), but subject to the City of Dallas' prior review and approval and that best serve the Erosion Control Maintenance Area purposes.

4. MISCELLANEOUS PROVISIONS

4.1 Representation and Warranties of the City. The City is a home-rule, Texas municipality with the authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the City and the performance of its obligations under this Agreement have been duly authorized. To the best knowledge and belief of the City: (1) there is no proceeding contesting the authority of the City to perform its obligations under this Agreement; and (2) there is no law, order, rule, or regulation applicable to the City, or provision of the City Charter, that would conflict with the performance by the City of its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether at law or in equity.

4.2 Representations and Warranties of Developer. Developer is a Texas limited partnership duly organized and validly existing under the laws of the State of Texas, is qualified to do business in the State, and has the legal authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by Developer and the performance of its obligations under this Agreement, have been duly authorized. To the best knowledge and belief of Developer: (1) there is no proceeding contesting the authority of Developer to perform its obligations under this Agreement; and (2) there is no law, order, rule, or regulation applicable to Developer that would conflict with the performance by Developer of its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether at law or in equity.

4.3 "Buy Garland". Developer will direct its contractors to use commercially reasonable efforts to purchase the miscellaneous building materials related to the Project (exclusive of offsite or onsite fabrication and equipment) within the corporate limits of Garland, Texas, the intent being that the economic benefits of the Project are distributed throughout the City

by increasing sales as related to the Project. Notwithstanding the foregoing, Developer's contractors and sub-contractors are not obligated to purchase building materials within the corporate limits of Garland, Texas at above-market or, higher than commercially reasonable rates or that cannot be delivered within required time frames (i.e., Developer can accept the lowest or most responsive bid or quote regardless of the location of the materials).

4.4 Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

4.4.1 The masculine shall include the feminine and neuter.

4.4.2 References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

4.4.3 The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

4.4.4 This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

4.4.5 Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

4.4.6 Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

4.4.7 The recitals to this Agreement are incorporated herein.

4.5 Force Majeure. All obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

4.6 Remedies. In the event of an uncured event of default by Developer, the City, as its sole remedy, may terminate all commitments of City under this Agreement as to the Project, unless otherwise provided herein, after providing Developer written notice of such default and 90 days to cure such default. If any event of default by the City exists, Developer shall provide written notice of such default to the City; then, the City shall have 90 days to cure such default. In the event the City refuses or is not able to cure such default, Developer may pursue such remedies available to it by law or equity, including, specific performance.

4.7 Dispute Resolution and Step Negotiations.

4.7.1 The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

4.7.2 In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 4.8.2, such dispute shall be submitted to non-binding mediation to a Person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

4.7.3 Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement.

4.8 Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may

have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

4.9 Accommodation of Financing Parties. To facilitate Developer in obtaining financing to construct and operate the Multi-Family Improvements, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or Developer's financing parties in connection with the financing of the Multi-Family Improvements; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement.

4.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

4.11 Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

4.12 Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

4.13 Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

4.14 Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving

formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. City agrees to give notice to Developer's lenders set forth below upon any default by Developer under this Agreement and/or the Erosion Control Agreement.

If to City: City of Garland
200 North Fifth
Garland TX 75040
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With a required copy to:

Mr. Brad Neighbor
City Attorney
200 N. Fifth Street
Fourth Floor
Garland TX 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bneighbor@garlandtx.gov

If to Developer: GL Lakeview Pointe Housing LP
5033 Brookview Drive
Dallas, TX 75220
Attn: Deepak Sulakhe
Phone: (214) 432-7610
Fax: (214) 594-9753

With required copies to:

Cynthia Bast
Locke, Lord, LLP
600 Congress Avenue, Suite 2200
Austin, TX 78701

Boston Financial Investment
Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110
Attn: Developer Pointe - Asset
Management

Capital Once, National Association
2 Bethesda Metro Center, 10th Floor
Bethesda, Maryland 20814
Attn: Asset Management

Capital One, National Association
Community Finance - Portfolio
Management
299 Park Avenue, 14th Floor
New York, NY 10171

4.15 Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

4.16 Time of the Essence. Time is of the essence in the performance of this Agreement. 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.

4.17 Chapter 2270 Verification. Pursuant to Chapter 2270 of the Texas Government Code, Developer hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

4.18 Exhibits Incorporated by Reference. All exhibits attached hereto are incorporated herein by reference and made a part hereof for all purposes.

4.19 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

[Signature Pages to follow]

Executed and effective as of the ____ day of _____, 2020.

DEVELOPER

GP LAKEVIEW POINTE HOUSING LP,
a Texas limited partnership

By: GL LAKEVIEW POINTE
DEVELOPMENT LLC,
a Texas limited liability company,
its general partner

By: OM Housing, LLC,
a Texas limited liability company,
its sole member

By: _____
Deepak P. Sulakhe, President/CEO

Executed and effective as of the ____ day of _____, 2020.

CITY
City of Garland,
a Texas home-rule municipality

By: _____
Name: _____
Title: Mayor

List of Exhibits

Exhibit A	Description of the Property
Exhibit B	Description of Erosion Control Maintenance Area

5300-016/DevelopmentAgreement(1.22.20)v3.doc

Exhibit A

Exhibit B

Exhibit C



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 03/03/2020

Item Title: GP&L PILOT Payments

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

At the February 18, 2020 Regular Meeting, the City Council approved an amendment to the 2019-20 Operating Budget for PILOT payments to the taxing entities in the counties through which the Limestone to Gibbons Creek transmission line passes (Grimes, Madison, and Leon). The following are the taxing entities and the amount of PILOT payment for each of the entities.

Normangee ISD	\$235,837.84
North Zulch ISD	\$174,957.15
Madison County	\$119,677.95
Iola ISD	\$104,229.80
Grimes County	\$77,190.31
Madisonville ISD	\$65,706.63
Leon County	\$45,402.60
Emergency Services District No. 2	\$10,246.70
Emergency Services District No. 1	\$2,380.64

Four of the taxing entities have PILOT payments in excess of \$100,000 (Normangee ISD, North Zulch ISD, Madison County, and Iola ISD).

For Council's consideration, Garland Power and Light is requesting approval of these PILOT payments.

Recommendation/Action Requested and Justification

Approve by minute action the PILOT payments to taxing entities through which Garland Power and Light's Limestone to Gibbons Creek transmission line passes.

Attachments

GP&L PILOT Agreement

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES
BETWEEN THE CITY OF GARLAND AND _____**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES is made and entered into as of _____, 20____, by and between **the City of Garland, Texas**, a Texas home-rule municipality ("Garland"), and _____ ("Taxing Entity") (collectively, "Parties").

WITNESSETH:

WHEREAS, Garland operates a municipal owned utility doing business as Garland Power & Light ("GP&L"), an electric transmission service provider and an owner of electric transmission facilities within the Electric Reliability Council of Texas ("ERCOT"); and

WHEREAS, Garland is the sole owner of that certain electric transmission line, the Limestone to Gibbons Creek Transmission Line, including but not limited to any ancillary facilities and the underlying real property (collectively, "Transmission Line"), a portion of which is located within the taxing jurisdiction of the Taxing Entity; and

WHEREAS, Garland, as a home-rule municipality and subdivision of the State of Texas, is exempt from paying ad valorem tax assessments; and

WHEREAS, Garland recognizes the importance of real property ad valorem tax revenues of local jurisdictions to effectively provide public health and safety services to persons and property within the respective jurisdiction; and

WHEREAS, Section 35.009 of the Texas Utilities Code, "Public Utility Regulatory Act," authorizes Garland, as a municipally owned utility, to make payments to another taxing entity in lieu of ad valorem taxes on a transmission facility provided that (1) the utility enters into a written agreement with the governing body of the taxing entity, (2) the amount paid is the same as the amount the utility would have to pay the taxing entity on that transmission facility if the facility were subject to ad valorem taxation, and (3) the governing body of the Taxing Entity is not the governing body of the utility; and

WHEREAS, Garland and the Taxing Entity believe it is in their mutual best interests to enter into this Agreement so that Garland is authorized to make Payments in Lieu of Taxation ("PILOT") to the Taxing Entity in order to compensate the Taxing Entity for (1) public health and safety services needed to effectively protect the Transmission Line and real property owned by Garland and (2) lost ad valorem tax revenue arising from Garland's ownership and operation of the Transmission Line; and

WHEREAS, Garland and the Taxing Entity have reached an agreement to provide the Taxing Entity with voluntary payment of monies in an amount equal to the amount Garland would have paid had it been subject to ad valorem taxation; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Garland and the Taxing Entity agree as follows:

1. Mutual Obligations.

1.1 Taxing Entity's Obligations

- a. Parties acknowledge and agree that to the extent that Garland's voluntary payments in lieu of ad valorem tax payments are disallowed in part or in whole by the Public

Utility Commission of Texas (“PUCT”), state or federal law, or any other regulatory agency with jurisdiction, for any reason, as a component of Garland’s PUCT wholesale transmission cost of service or wholesale transmission rate, Garland may, in its sole discretion, discontinue making such voluntary payments in part or in whole.

- b. The county appraisal district in which the respective portion of the Transmission Line is situated is the governmental entity responsible for determining the taxable value of the Transmission Line for the purpose of calculating Garland’s payment in lieu of ad valorem taxes. Subject to the terms and conditions set forth herein, the amount owed and paid in lieu of ad valorem taxes by Garland shall be the same as the amount Garland would have to pay the respective taxing entity on a transmission facility if the facility were subject to ad valorem taxation.
- c. Subject to the terms and conditions set forth herein, Garland shall only owe payment in lieu of taxation to the extent the respective appraisal district in which the Transmission Line is situated appraises the Transmission Line in the same manner it would electric transmission lines and related facilities owned by a utility that is subject to ad valorem taxation. Notwithstanding any provision contained herein to the contrary, no term, condition, or provision contained herein shall be interpreted to limit Garland’s right or ability to protest the appraisal district’s valuation.

1.2 Garland Obligations

- a. Garland shall annually remit its voluntary payments in lieu of ad valorem tax payments to the Taxing Entity. Garland’s first payment shall be on or about January 31st following the PUCT’s approval of Garland’s in lieu of ad valorem tax payments for the Transmission Line in Garland’s wholesale transmission cost of service rate filing.
- b. Garland shall file a copy of this written Agreement with the PUCT.

2.0 Term. The term of this Agreement shall begin upon the date this Agreement is signed by both Parties and shall continue in force until and shall terminate immediately upon any of the following taking place:

- a. Any change in Texas law which removes the tax exempt status from municipally owned and operated transmission lines;
- b. Texas Utilities Code § 35.009, or any other state or federal statute or applicable rule, is amended in any manner which negatively impacts the ability of a municipally owned utility to recover, through the utility’s wholesale transmission rate, payments made by the municipally owned utility to a taxing entity in lieu of ad valorem taxes;
- c. Garland is not permitted to recover payments in lieu of ad valorem tax payments by the PUCT, or any other regulatory agency with jurisdiction, for any reason, as a component of Garland’s PUCT wholesale transmission cost of service or wholesale transmission rate.

3.0 Notices. All notices required or permitted to be given to any party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt

requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any party shall have the right to change such party's address for notice purposes by giving all other Parties at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

Notices to Garland:

Garland Power & Light
C/O General Manager
PO Box 469002
Garland, Texas 75046-9002

With a copy to:
City Attorney
City of Garland
PO Box 469002
Garland, Texas 75046-9002

Notices to Taxing Entity:

With a copy to:

4.0 No Waiver of Immunity or Defense. To the extent, if any, that this Agreement imposes an obligation on Garland to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of this Agreement. All obligations of Garland under this Agreement are payable solely from the gross system revenues of Garland's electric utility system in parity with all other operating expenses of Garland's electric utility system and no ad valorem tax revenue or other revenues of Garland shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement nor shall any other party have the right to demand payment of any amounts under this Agreement be paid from funds raised or to be raised from ad valorem taxation from Garland. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of Garland of such kind as to require Garland to levy and collect ad valorem taxes to discharge its obligations and no obligation of Garland to make a payment or other expenditure under this Agreement shall be payable through funds raised by taxation. Garland has not created and is not required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, Garland retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that Garland is entering into this Agreement in its governmental capacity and the subject and nature of this Agreement are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

5.0 Validity of conflicting terms. Any provision of this Agreement is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

6.0 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.

7.0 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 provisions 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.

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

9.0 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. Notwithstanding where the provisions and obligations herein are performed or location of either party's principle place of business, Parties agree that the exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

10.0 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.

11.0 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

12.0 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.

13.0 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.

14.0 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.

EXECUTED this ____ day of _____, 20xx.

CITY OF GARLAND, TEXAS

Bryan Bradford
City Manager

EXECUTED this ____ day of _____, 20xx.

_____ (“TAXING ENTITY”)



GARLAND POWER & LIGHT

Month xx, 20xx

Mr. Bob Jones
ABC Corporation
PO Box 123
Garland, TX, 75040

Dear Mr. Jones:

We have received a payment in lieu of tax ("PILOT") bill from you for 2019. As you recall, the PILOT Agreement required Garland to pay this bill after approval by the Public Utility Commission of Texas ("PUCT"). We are limited to paying the amounts approved by the PUCT and such amounts have not yet been approved. Although we anticipated a rate filing with the PUCT in time to have such approval prior to the bill becoming due, we have yet to make such a filing. Nevertheless, we are willing to pay the outstanding bill if you will agree that you will credit back on next year's bill any amounts that the PUCT disallows when we make our rate filing. While we do not anticipate that they would disallow the amount you have billed, if they do, we are not lawfully allowed to disburse City funds on amounts that are not lawfully allowed.

Please sign below if you agree with this and I will arrange your invoice to be paid.

Best regards,

Jeff Janke
General Manager & CEO
Garland Power and Light

Name

Title

Date



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 03/03/2020

Item Title: 2020 Proposed CIP Public Hearing

Submitted By: Ron Young, Budget Director

Summary of Request/Problem

A public hearing will be held on the 2020 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the Proposed CIP Program. The 2020 Proposed CIP has been available for public inspection in the City's libraries and the City Secretary's Office and has been on the City's website since February 5, 2020.

A public hearing was also held on February 18, 2020.

Recommendation/Action Requested and Justification

Receive public comment.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

7.

Meeting Date: 03/03/2020

Item Title: Adoption of 2020 Capital Improvement Program

Submitted By: Ron Young, Budget Director

Summary of Request/Problem

On February 4, 2020, the City Council was presented with the Proposed Capital Improvement Program (CIP) for 2020. The 2020 Proposed CIP has been available for public inspection in the City's libraries and the City Secretary's Office and has been on the City's website since February 5, 2020. The City Council held a Special Budget Work Session on February 8, 2020, to review the proposed program. In addition, a Public Hearing on the Proposed CIP was held on February 18, 2020.

An ordinance reflecting the 2020 CIP for the City of Garland, as proposed by the City Manager and as amended by the City Council, will be prepared based on direction received at the Monday, March 2, 2020, City Council Work Session.

Recommendation/Action Requested and Justification

Approve, by ordinance, the 2020 Capital Improvement Program.
