



GARLAND

AGENDA

CITY COUNCIL WORK SESSION City of Garland

REMOTE MEETING

Monday, November 30, 2020
6:00 p.m.

DEFINITIONS:

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

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

NOTICE: Due to the COVID-19 emergency, and pursuant to Section 551.125 of the Texas Government Code and the executive orders of Governor Greg Abbott suspending provisions of the Texas Government Code and other applicable laws of the State regarding normal open meetings, the City Council will hold this meeting by internet/telephonic remote means.

The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_-v8JOFjLQ5O25LSmHF3v4Q

Registration for the online meeting is required. The meeting will be recorded and will be available for viewing the next day at www.garlandtx.gov.

For those without internet access to the meeting, a dial-in option is available. The numbers are:

346-248-7799

470-250-9358

470-381-2552

The Meeting ID is: 947 7637 3367

For participants (online and by phone) who wish to speak, a public comments period is provided as the first item on the agenda. If you desire to address the City Council on a matter that is posted on this agenda, please be prepared to do so at the beginning of the meeting. After the City Council has begun its discussion of the agenda, you will not be recognized to speak. The public comments portion of the meeting is provided for citizen comments. You are invited to offer a comment or make a statement on any item on the agenda. However, please bear in mind that offering comments should not be done in the form of posing questions. Generally, due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda. Your comments must relate to an item on this agenda - non-germane comments are not in order.

If an Executive Session is included as part of the agenda for this meeting, the Executive Session will be conducted by teleconference between and among the members of the City Council and relevant City staff. Public access to that call is prohibited by State law.



COUNCIL HOUSE RULES

- 1. Decisions based on issues, goals and vision.**
- 2. Do not take things personal.**
- 3. Project a positive attitude.**
- 4. Focus on issues, not on the person.**
- 5. Be prepared to discuss issues.**
- 6. Maintain decorum.**
- 7. Keep your sense of humor.**
- 8. Honor and respect each other; accept each other as individuals.**
- 9. Follow goals, principles and action agenda.**
- 10. Decide, vote and move on.**
- 11. Avoid ambushes - Council or staff.**
- 12. Talk to staff before meetings.**
- 13. Vote our convictions, but be willing to compromise "What is best for Garland."**
- 14. Follow Roberts Rules of Order consistently.**
- 15. Agree to disagree.**
- 16. Be open and honest.**

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Public Comments on Work Session Items

Persons who desire to address the City Council on any item on the Work Session agenda are allowed three minutes to speak. Speakers are taken only at the beginning of the meeting, other than invited testimony.

Speakers are grouped by Work Session item and will be taken in the order of the Work Session agenda. Speakers must submit to the City Secretary a completed speaker's card before the beginning of the meeting. Speaker cards will not be accepted after the Mayor calls the meeting to order. Speaker cards are available in the lobby, at the visitor's side of the Work Session Room, and from members of staff.

Speakers are limited to addressing items on the Work Session agenda – any item relating to a Regular Session agenda item should be addressed at the Regular Session and any item not on an agenda may be addressed during the open microphone at the end of the Regular Session.

2. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

3. Written Briefing(s):

a. Neighborhood Vitality Matching Grant Fall 2020 Applications

The Community Services Committee recommends approval for Wellington Run, Charleston Commons HOA, Travis College Hill Neighbors and Pecan Grove as submitted. The Community Services Committee recommends approval with conditions for Chandler Heights and Camelot Neighborhood Association.

b. Project Supplemental Agreement with Dallas County for Holford Road (Segment A) from PGBT to the North Dallas County Line

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of Holford Road (Segment A) from the President George Bush Turnpike (PGBT) to the North Dallas County Line.

c. Project Supplemental Agreement with Dallas County for Holford Road (Segment B) from Naaman Forest Blvd to the PGBT

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of Holford Road (Segment B) from Naaman Forest Blvd. to the President George Bush Turnpike (PGBT).

d. Purchase of Real Property for Fire Station No. 7

Per the 2019 Bond Program, the Project Management Office and Garland Fire Department have determined the need to relocate Fire Station No. 7 from 2545 Naaman School Road to 1805 Pleasant Valley Road. Staff requests Council consider approving the purchase of 2.853 acres of land located at the intersection of Pleasant Valley Road and Country Hollow Lane for the price of \$745,625. Unless otherwise directed by Council, this item is scheduled for formal consideration at the December 1, 2020 Regular Meeting.

4. Verbal Briefing(s):

a. COVID-19 Response Update and Further Actions

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

- *Discuss the possibility of reductions and/or limitations to city services and/or city facilities as a result of increasing COVID-19 cases, hospitalizations and related issues*

b. Interviews for Appointment to City Council, District 1

David Gibbons resigned from the City Council on November 15, 2020. The Garland City Charter provides for an appointment to a vacancy on the City Council to be made by a super-majority vote of the remaining members of the City Council. Appointment by Council is contingent on the Governor authorizing the calling of a special election to fill the vacancy after being petitioned by the City and a special election cannot be timely called within 120 days. Council will interview individuals who have submitted an application to fill the District 1 vacancy on an interim basis.

c. Appoint a Legislative Ad hoc Committee

Ad hoc committees may be created by the Mayor, with the consent of the City Council, or by the City Council, and its members appointed by the Mayor for a specific purpose, project or issue. The committee shall continue until the project is completed, at which time it will be dissolved, unless earlier dissolved by the Mayor, with the consent of the City Council.

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

- a. The City Council will adjourn into executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code to discuss (1) pending or contemplated litigation or other attorney-client matters deemed confidential by law; and (2) to discuss the purchase, exchange, lease or value of real property relating to property located on Rowlett Road and Lake Ray Hubbard.**

7. Adjourn



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. a.

Meeting Date: November 30, 2020

Item Title: Neighborhood Vitality Matching Grant Fall 2020 Applications

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

The Community Services Committee recommends approval for Wellington Run, Charleston Commons HOA, Travis College Hill Neighbors and Pecan Grove as submitted. The Community Services Committee recommends approval with conditions for Chandler Heights and Camelot Neighborhood Association.

Recommendation/Action Requested and Justification

Request approval of applications as submitted to be placed on the 12/15 Regular City Council Meeting Consent Agenda.

Staff has reviewed the applications to ensure compliance with the program guidelines. Issues identified during the review process are indicated on the project summary sheets.

Attachments

2020 NVMG Fall Projects



Meeting: Work Session

Date: November 16, 2020

Policy Report

NEIGHBORHOOD VITALITY MATCHING GRANT

ISSUE

Review Neighborhood Vitality Matching Grant applications.

OPTIONS

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

RECOMMENDATION

The Community Services Committee recommends approval for Wellington Run, Charleston Commons HOA, Travis College Hill Neighbors and Pecan Grove as submitted. The Community Services Committee recommends approval with conditions for Chandler Heights and Camelot Neighborhood Association.

COUNCIL GOAL

Safe, Family-Friendly Neighborhoods

BACKGROUND

Proposition 6 was approved by Garland voters in May 2004 and included \$5,000,000 for the Neighborhood Vitality Matching Grant Program. Council has previously indicated that funds would be made available annually for neighborhood improvement projects. Preliminary bids obtained by the applicants total \$97,772.00-\$107,772.00.

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

CONSIDERATION

Staff has reviewed the applications to ensure compliance with the program guidelines. Issues identified during the review process are indicated on the project summary sheets.

ATTACHMENT(S)

Project Summaries

Submitted By:

Katya Copeland
Senior Neighborhood Planner

Date: November 12, 2020

Approved By:

Scott Bollinger
Neighborhood Resources Administrator

Date: November 12, 2020



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Wellington Run Homeowners Association

Project Name: Capstone Lane Entrance Enhancement Project

Project Location: West side entrance at Rowlett Road and Capstone Lane

City Council District 3 – Fall 2020 Cycle

Total Project Cost:	\$2,801.51
Requesting Amount:	\$2,521.36
Neighborhood Match:	\$280.15
Match %:	10%

Reviewed and denied by CSC in August 2020

Project Summary:

- Upgrade & beautify the Capstone Lane & Rowlett Road Entrance with new hardscaping.
- Remove existing plants and replace with hardscaping features such as, crushed decomposed granite, moss boulders, Oklahoma chop block and cinnamon gravel.
- Neighborhood will install "seasonal plants" at their own time and expense.



Proposed Plan

NEIGHBORHOOD VITALITY MATCHING GRANT

Page 4



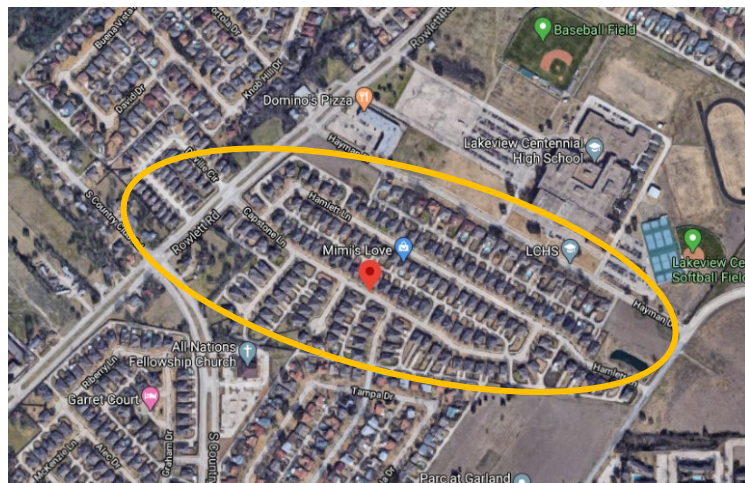
Neighborhood: Wellington Run Neighborhood includes around 140 single family homes within close proximity to Lakeview Centennial High School.

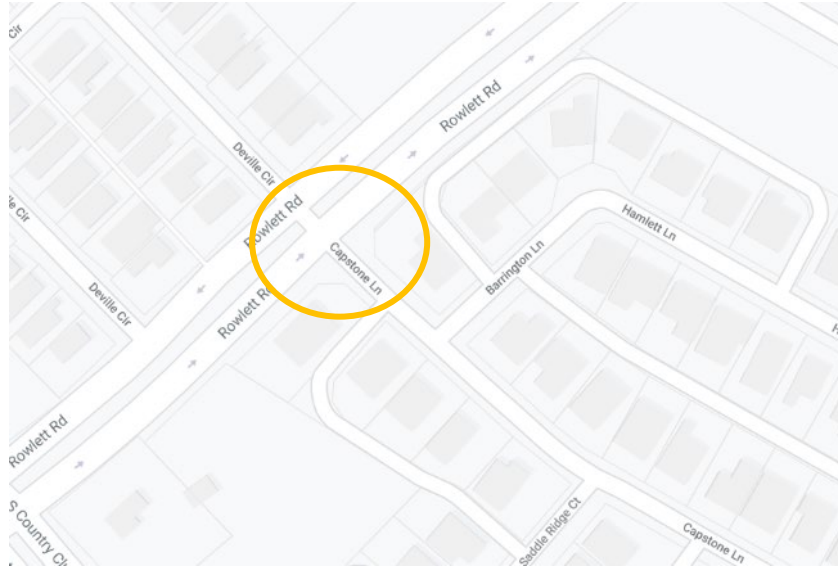
Neighborhood Boundaries:

North- Hamlett Lane
South- Tampa Drive
East- Waterhouse Blvd
West- Rowlett Road

Project Goals: Lower maintenance needs while having a more picturesque view along Rowlett Road and when entering neighborhood.

Future Maintenance: Minimal maintenance after project completion. HOA has a landscape budget and contractor to conduct "as needed" visit.



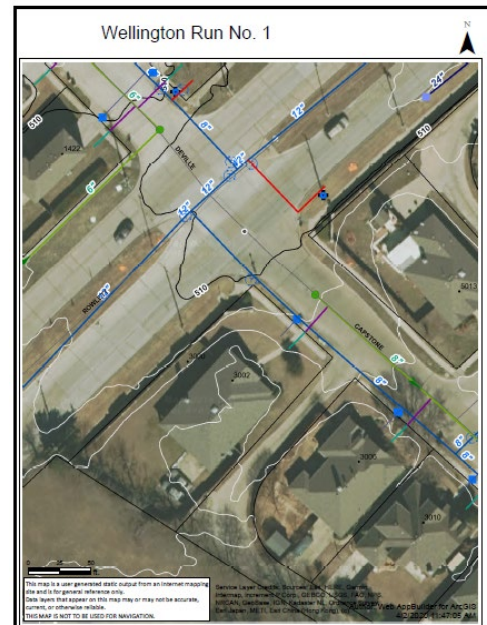


Location of proposed entrance enhancements

Staff Comments on Proposed Project:

Engineering Department:

1. Proposed hardscape appears to be completely outside of the City right-of-way per the applications and the Wellington Run No. 1 Plat.
2. There is an existing 10' TXU easement along the front of Lot 1, Block Two, per plat.
3. An existing 8" public water main runs within the City right-of-way per the attached GIS map, and will not be affected by the proposed hardscape.
4. Recommend to reach out to TXU for their review and approval.
5. Your contractor must call TEXAS811 at least 48 hours prior to starting construction in the vicinity of existing underground utilities. The contractor shall not begin work until all utilities have been located with marks on the ground.





**NEIGHBORHOOD VITALITY MATCHING GRANT
PROJECT SUMMARY**

Neighborhood Association: Charleston Commons Neighborhood Association

Project Name: Common area enhancement

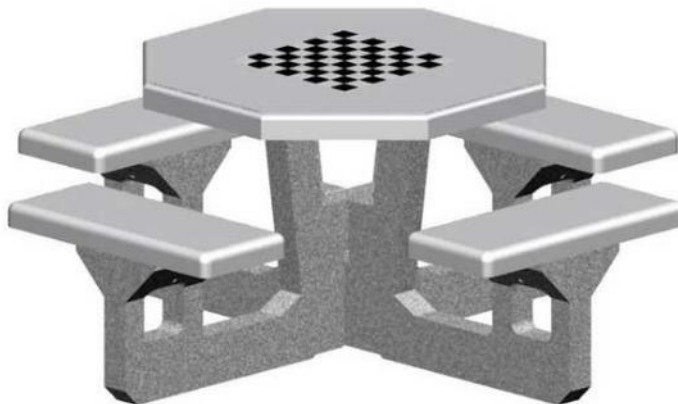
Project Location: Dogwood Drive/Goose Creek Parkway. Common area off Goose Creek Parkway.
Approximately located at 1010 Goose Creek Parkway

City Council District 8 – Fall 2020 Cycle

Total Project Cost:	\$26,661.83
Requesting Amount:	\$21,339.47
Neighborhood Match:	\$5,332.36
Match %:	20%

Project Summary:

- Install additional seating/game table, concrete walkway and a little free library



Proposed

Page 7



Neighborhood Boundaries:

- Project Goals:** Improve safety, engagement, beatification and community.

City Staff Comments:

Parks:

- Any outdoor seating should be park/commercial quality. Anything less will deteriorate quickly damaging aesthetics

Building Inspections:

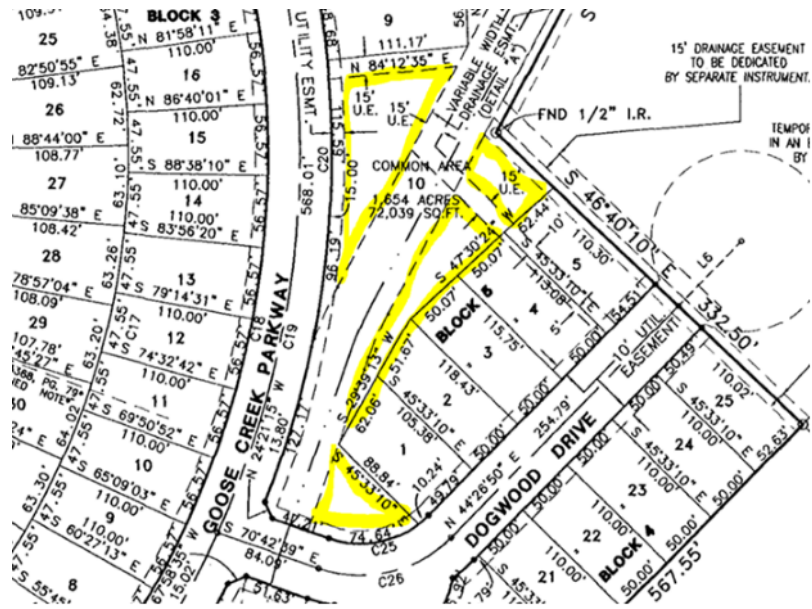
- A permit will be required for the Pavilion. Must provide property survey in order to obtain a permit.

Office of Neighborhood Vitality:

- License Agreement may be required.
- ADA accessible connection?

Engineering:

- A portion of this HOA owned lot contains a drainage easement that follows the creek. **No structures are allowed within the easement.** Place any seating structures outside of Drainage Easement as shown on plat.



Neighborhood Response to City Comments:

Will work closely with contractor to ensure permits are pulled while staying out of city drainage easement.



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Chandler Heights Neighborhood Association

Project Name: Community Enhancement Project

Project Location: Ewing Drive and 5th Street

City Council District 2 – Fall 2020 Cycle

Total Project Cost:	\$3,454.07
Requesting Amount:	\$3,454.07
Neighborhood Match:	\$0.00
Match %:	0%

Per new guidelines COG can pay up to \$10,000 for voluntary associations

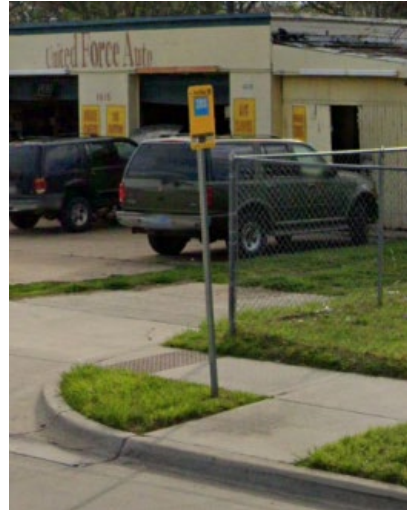
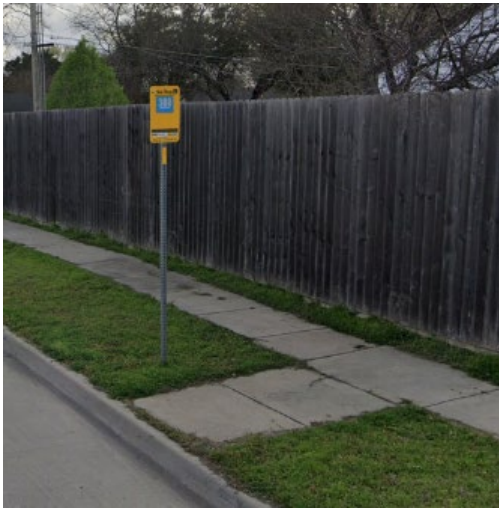
Project Summary:

- Install community bulletin board and a grill in Ewing Circle.
- ***Conditional approval based on eligibility*** Install 4 stone benches at 2 DART Bus stops within Chandler Heights boundaries (2 on both sides of Cedar Drive, and 2 on both sides of Freeman Drive)



Proposed





Neighborhood: Chandler Heights Neighborhood includes over 200 single family homes within close proximity to Downtown Garland.

Neighborhood Boundaries:

- North – Edgefield Drive
- South – Armstrong
- East – 3rd Street
- West – Edgefield Drive

Project Goals: Improve community engagement and beatification.

Future Maintenance: Low maintenance requirement project is completed. Periodic grill and bulletin board cleaning will be done by Chandler Heights volunteers.

City Staff Comments:

Engineering:

- If the bulletin board is located within the City's right-of-way, then an executed License Agreement would be required with the Engineering Department

Office of Neighborhood Vitality:

- Community bulletin board worthy use of capital funds?



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Travis College Hill Neighbors

Project Name: Commemorative marker and landscape

Project Location: Avenue B at 301 South 11th Street, northeast corner of property at 301 S. 11th Street

City Council District 2 – Fall 2020 Cycle

Total Project Cost:	\$5,500.00
Requesting Amount:	\$5,500.00
Neighborhood Match:	\$0.00
Match %:	0%

Per new guidelines COG can pay up to \$10,000 for voluntary associations without requiring a match

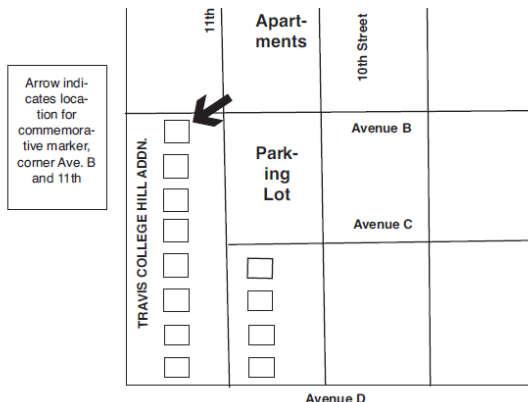
Project Summary:

- Install a vibrant commemorative sign (58" X 36") with drought tolerant landscaping.
- Landscaping includes, Texas Lantana, Turks Cap, Dwarf Nandina, Purple Coneflower, Columbine, Flame Acanthus, and Autumn Sage
- Install 3.5' tall brick base (donated by COG) that the sign sits on. Total potential 8' tall sign.



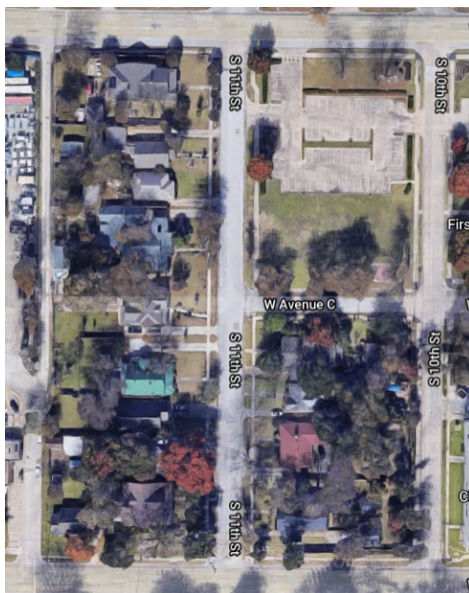
Above, Close up of the corner of the 301 South 11th property where the new marker would go. Right: a heavy volume of vehicles passes by this corner daily.

Current





Proposed



Neighborhood: Travis College Hill Neighbors includes over 10 single family homes within close proximity to Downtown Garland.

Neighborhood Boundaries:

- North – W Avenue B
- South – W Avenue D
- East – South 10th Street
- West – Alley behind west side of 11th Street

Project Goals: Enhance community engagement, pride and beatification

Future Maintenance: Low maintenance requirement project is completed. Weekly weed eating & trimming, with plants regularly refreshed with new plantings in fall and spring. A representative of Keep Garland Beautiful makes 2 trips a year to supervise and give guidance.

City Staff Comments:

Building Inspections:

- Permits may be required for the monuments depending on the details.

Engineering:

- All improvements should remain on private property unless TxDOT's approval is obtained.

Office of Neighborhood Vitality:

- Previous butterfly garden received a Public Access, Maintenance and Recreational Easement.
- Landscape projects, as defined by the installation and/or removal of live plant material, are not eligible as a capital project, and thus not eligible for the Neighborhood Vitality Matching Grant program. Only if live plant material is a relatively minor cost of a complete project is it eligible.

Neighborhood Response:

- Maintenance agreement would be same as adjacent property owner, Travis College Hill Neighbors and Friends of Garland's Historic Magic 11th Street nonprofit, Keep Garland Beautiful, and city agreed on with the 11th Street Entryway and Monarch Waystation area that ONV helped fund in 2018.
- No permits were required for the earlier entry area at West Avenue D and South 11th.
- COG City of Attorney drafted a ROW document signed by adjacent homeowners used for long-term security and maintenance of that project; similar one to be drafted and signed for this one.



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Camelot Neighborhood Association

Project Name: King Arthur median enhancement project

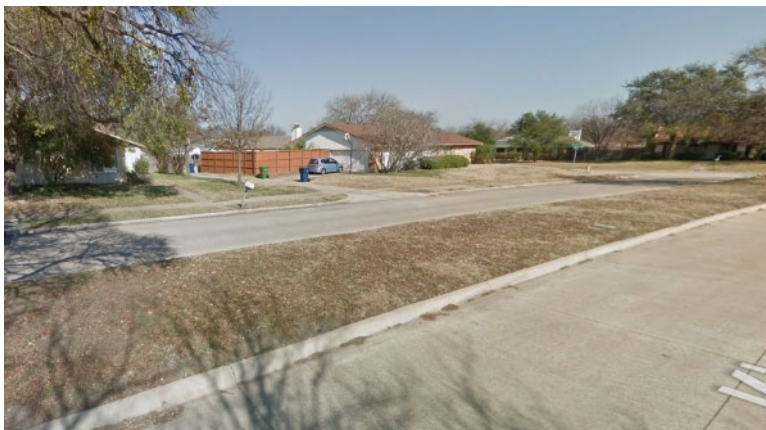
Project Location: Public medians, 3400 block King Arthur & 2500 block Collins at Shiloh

City Council District 7 – Fall 2020 Cycle

Total Project Cost:	\$8,759.00
Requesting Amount:	\$8,759.00
Neighborhood Match:	\$0.00
Match %:	0%

Per new guidelines COG can pay up to \$10,000 for voluntary associations, 25% match required after
Project Summary:

- ***Conditional approval based on eligibility*** Install a native shade tree (Shumard Oak) in the King Arthur public median.
- Install commemorative engraved boulder to mark 40 years of neighborhood and Covid-19 victims.
- Commercial grade waterproof solar-powered LED floodlights at new boulder and current signs at Shiloh and Jupiter entrances.
- Install a small 3-foot matching material bench between the sign and tree to give people a place to sit and reflect.



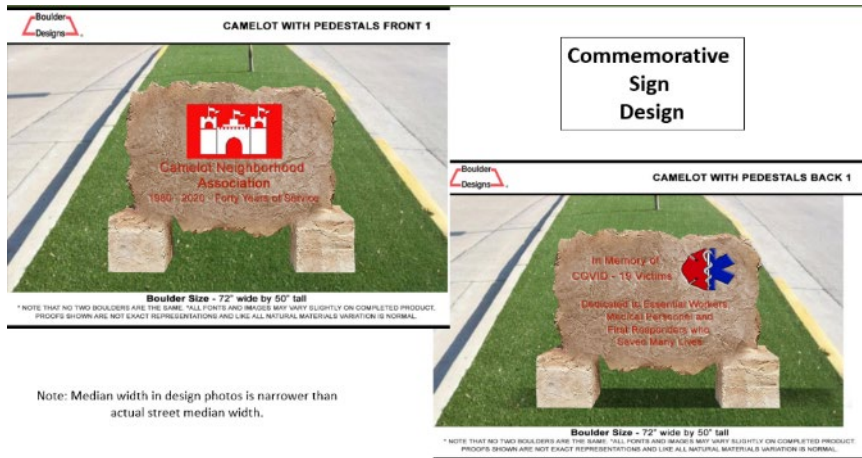
Current



Street view east and west of proposed site in 3400 block of King Arthur Drive



Proposed

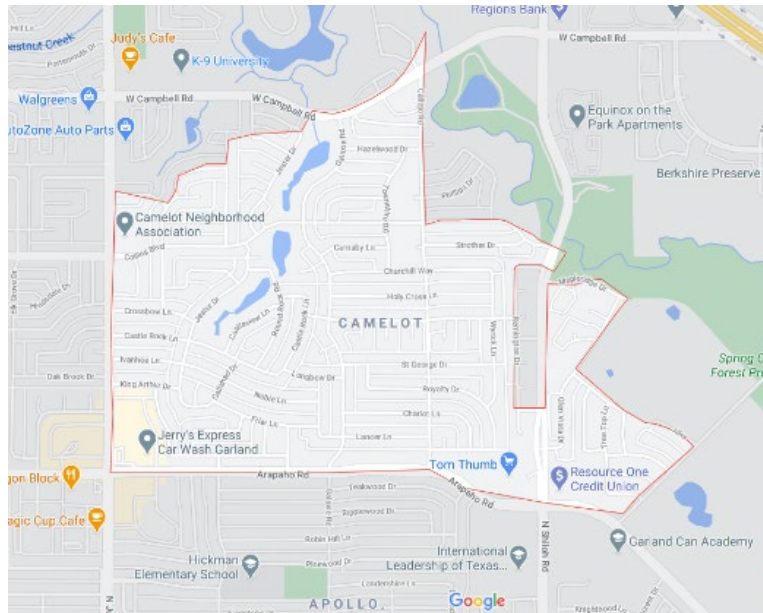


Note: Median width in design photos is narrower than actual street median width.



Small same-material bench between boulder memorial sign and new tree





Neighborhood: Camelot Neighborhood includes over 300 single family homes within close proximity to Fred E. Harris Park.

Neighborhood Boundaries:

- North –Campbell Road
- South – Arapaho Road
- East – Shiloh Road
- West – Jupiter Road

Project Goals: This project will recognize the neighborhood association's longtime service to the community. Project will offer emotional support to residents who may want to acknowledge losses and sacrifices made during the historic pandemic

Future Maintenance: Neighbors will help with tree watering for the first year and the median has a sprinkler system. Camelot has a landscape budget as well as a contractor for the median per a city license agreement. Neighborhood will have the sign sealant reapplied every few years as needed. The floodlight batteries last 1.5 to 2 years and can be replaced as needed for approximately \$15 each.

City Staff Comments:

Parks:

- Solar powered LED string lights should be commercial quality, residential level has a very short life span.

Building Inspections:

- If new electrical is run or if new signage is installed a permit will be required from BI.

Engineering:

- A license agreement is already on file and recorded for this median in question located in King Arthur from Jupiter to Garland Dr. Therefore, Engineering has no objection to additional landscaping being placed in the medians.
- **A sanitary sewer line runs down the center of the median, do not install any objects that penetrate the ground more than 36-inches to avoid any damage to the sewer line.**

Office of Neighborhood Vitality:

- Landscape projects, as defined by the installation and/or removal of live plant material, are not eligible as a capital project, and thus not eligible for the Neighborhood Vitality Matching Grant program. Only if live plant material is a relatively minor cost of a complete project is it eligible.

Neighborhood Response to City Comments:

1. We confirmed the tree planting would not interfere with the sanitary sewer line in the median. The plant nursery does not dig any hole for a tree deeper than 24 inches due to city code restrictions.
2. We confirmed a building permit will be required for the King Arthur memorial sign and included the permit cost in the budget.
3. The grant request includes commercial grade solar floodlights as recommended in the Letter of Intent.
4. We also reviewed city sign ordinances and think the project will meet city code.



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Pecan Grove Neighborhood Association

Project Name: An Artful Welcome Sculpture

Project Location: Near 3858 S. Glenbrook Drive

City Council District 5 – Fall 2020 Cycle

Total Project Cost:	\$13,975.00
Requesting Amount:	\$10,00.00 + \$2,981.25 =\$12,981.25
Neighborhood Match:	\$993.75
Match %:	25% of \$3,975.00

Per new guidelines COG can pay up to \$10,000 for voluntary associations, 25% match required after
Project Summary:

- Install an original metal steel sculpture, 9-11' tall and 4-6' wide including a base.
- Serve as a welcome to neighbors and guests
- Selected artist is Laura Walters



Current

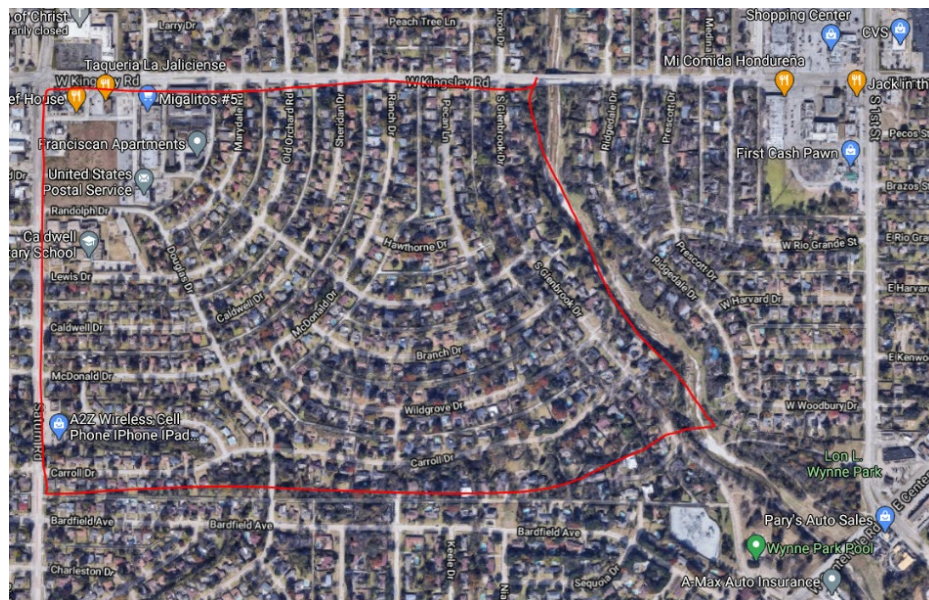


Proposed

*Concept sculpture
in Dallas/Lake Highlands*



Placement Options for PGNA Sculpture



Neighborhood: Pecan Grove Neighborhood includes over 200 single family homes with a creek as its south border and within close proximity to Lon L. Wynne Park.

Neighborhood Boundaries:

- North – Kingsley Road
- South – Carroll Drive
- East – S. Glenbrook
- West – Saturn Lane

Project Goals: Improve diversity & engagement, beatification and community service.

Future Maintenance: Low maintenance requirement once sculpture is installed. Occasional structural inspection may be required. Removal could be necessary if significantly damaged.

About the Artist: Laura Walters grew up in Garland and has studied at Southern Methodist University, School of Visual Arts in New York and University of North Texas. Laura has completed over 26 projects since 1999.

City Staff Comments:

Parks:

- Great idea! We recommend a concrete pedestal or concrete slab to mount sculpture on.

Building Inspections:

- Need more information about the metal sculpture to determine if a permit is required.

GP&L:

- GP&L does not allow any construction inside GP&L Property or Inside of GP&L Easements.

Engineering:

- If the sign/sculpture is located within the Right of Way or within City Property **a License Agreement would be required** to allow it to be placed on City Property. If on the GP&L lot, GP&L would have to approve the location prior to Engineering administering a License Agreement.
- The 1st and 2nd options are within the FEMA floodplain and have the possibility for being flooded 2-3 feet deep, potentially increasing long term maintenance costs. In our opinion, **the 3rd option would be preferred**. Additionally, see the green line in the image below for the location of our 15" wastewater main in the vicinity of the 2nd option. Your sculpture should be located at least 12 feet away from the center of the wastewater main (as-built #DEV2007063).





GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: November 30, 2020

Item Title: Project Supplemental Agreement with Dallas County for Holford Road (Segment A) from PGBT to the North Dallas County Line

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Well-Maintained City Infrastructure
Sound Governance and Finances

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of Holford Road (Segment A) from the President George Bush Turnpike (PGBT) to the North Dallas County Line.

OPTIONS

- A. Adopt a Resolution which authorizes the City Manager to execute the attached PSA with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A. Authorize the City Manager to execute the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for consideration at the December 15, 2020 Regular Session.

BACKGROUND

In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.

The successful 2019 Bond Referendum includes funding for Holford Road (Segment A) from the PGBT to Creekwood Drive.

The PSA establishes a total cost of the project to be \$9,500,000.00. The PSA also establishes fiduciary commitment of both the City and Dallas County being 50% or \$4,750,000.00 each.

The final commitment amounts are:

Dallas County	\$4,750,000.00 (50%)
City of Garland	\$4,750,000.00 (50%)

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA was reviewed by the City Attorney's Office.

Attachments

PSA Holford Rd Segment A
Holford Rd Segment A Location Map

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Garland, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of transportation improvements on the Holford Road (Segment A), from SH 190 (President George Bush Turnpike aka PGBT) to the County line, MCIP Project 22017, Road & Bridge District #2 in the City of Garland, Texas, hereinafter called "Project".

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, City and County entered into a Master Agreement on October 23, 2012, by Commissioners Court Order 2012-1795, for the purpose of transportation improvements on roads inside Dallas County; and

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 with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects.

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

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. 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.

Incorporated Documents

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 2012-1795 dated October 23, 2012, and additions thereto as incorporated herein by reference.
2. Project Scoping Sheets, which are attached hereto and incorporated herein by reference as Attachment "A."
3. Current Cost Estimates and Funding Sources, which are attached hereto and incorporated herein by reference as Attachment "B."

Article III.

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the City of Garland. The Project is defined as transportation improvements on Holford Road (Segment A) from SH 190 (PGBT) to the County Line, MCIP Project 22017, as more specifically described in Attachment "A," Project Scoping Sheets, which show the proposed paving and drainage improvements to occur on the Project. This project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for 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 item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of 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 item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of 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, as 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

County and City Responsibilities

1. City will be the Lead Agency for the Project.
2. City and County mutually agree that the Project limits are Holford Road from SH 190 (PGBT) to the County line.
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity; Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation

or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.

4. County and City shall execute the necessary agreements for the completion of the Project mutually agreed upon and incorporated herein by this PSA.
5. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B".
6. The Project may require the acquisition of transportation right-of-way which is, specifically, all real property needed or convenient for transportation and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and the County. Such right-of-way acquisition shall be the responsibility of the City. All property acquired shall be free and clear of all encroachments. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
7. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, 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 contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
8. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail via certified mail with return receipt requested.
9. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

Article VII.

City Responsibilities

1. City will provide project management of the Project from commencement of planning to completion of construction. City will execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement.
3. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
4. This PSA is City approval of the preferred alignment and the proposed estimated budget.
5. City shall use the total funding committed by City and County solely for the purpose of eligible Project costs.

6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, State and Federal law.
7. City shall execute the necessary agreements for the acquisition of right-of-way and any utility relocation as required herein for construction of the Project.
8. City shall work to ensure design and construction is completed in a timely and effective manner.
9. City shall coordinate any necessary utility adjustments for construction of the Project.
10. City shall allow the County an opportunity to review and comment on the design plans, change orders and amendments.
11. City shall inform County of all Project activity and approvals.
12. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
13. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

Article VIII.

County Responsibilities

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review plans, change orders and amendments.
3. The review of, comments to, and approval or acceptance of work performed by City, its contractors or subcontractors' work by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article IX.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties, the total estimated cost for the design and construction aka the opinion of probable design and construction cost (OPDCC) of the Project is Nine Million, Five Hundred Thousand Dollars and no cents (\$9,500,000.00).
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Four Million, Seven Hundred Fifty Thousand Dollars and no cents (\$4,750,000.00), reduced by all County in-house delivery costs (IHPD) estimated to be Thirty-Five Thousand Dollars and no cents (\$35,000.00).
3. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, design review, and construction.
4. The City will have a total obligation to this Project in the amount of Four Million, Seven Hundred Fifty Thousand Dollars and no cents (\$4,750,000.00).
5. City agrees, within thirty days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City.

6. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed this amount, the City and County agree to amend the project's scope to remain within the current estimated not to exceed amount.

Article X.

Miscellaneous

1. **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 governmental/sovereign 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.
2. 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 City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
3. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, 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 and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
4. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, via certified mail, returned receipt requested, or via registered mail and addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Garland
Michael C. Polocek, P.E.
Director of Engineering
P.O. Box 469002
Garland, Texas 75046-9002

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

5. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
6. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
8. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. 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.
10. 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.
11. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.
13. Effective Date. This 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.
14. 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 City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Dated the ____ day of _____, 2020 .

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

(the remainder of this page intentionally left blank)

County of Dallas

City of Garland

Clay Lewis Jenkins, County Judge

Bryan L. Bradford, City Manager

Date

Date

Approved as to Form*:

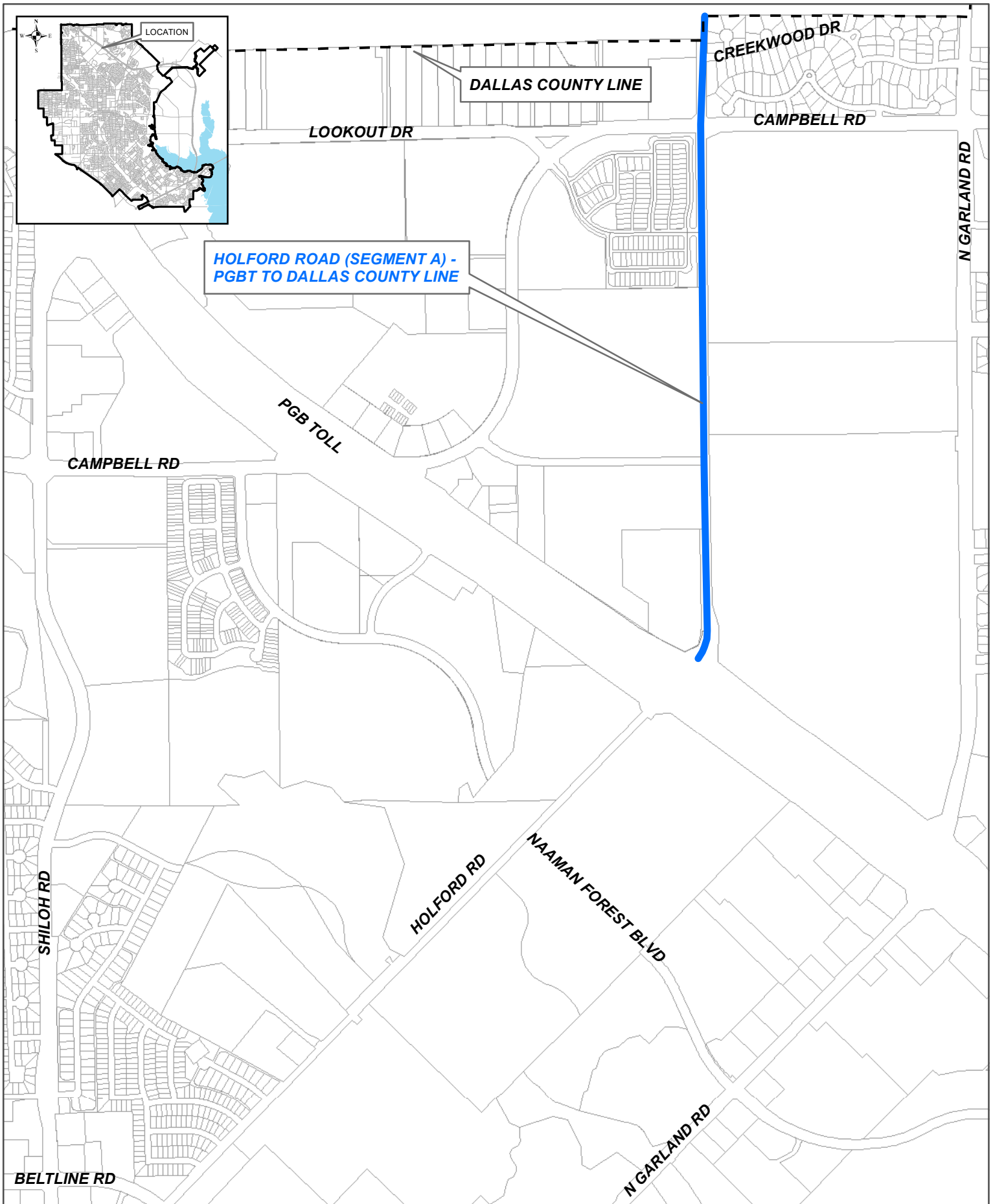
Attest:

John Creuzot
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

City Secretary / 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).





GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: November 30, 2020

Item Title: Project Supplemental Agreement with Dallas County for Holford Road (Segment B) from Naaman Forest Blvd to the PGBT

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Well-Maintained City Infrastructure
Sound Governance and Finances

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of Holford Road (Segment B) from Naaman Forest Blvd. to the President George Bush Turnpike (PGBT).

OPTIONS

- A. Adopt a Resolution which authorizes the City Manager to execute the attached PSA with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for consideration at the December 15, 2020 Regular Session.

BACKGROUND

In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.

The successful 2019 Bond Referendum includes funding for Holford Road (Segment A) from the PGBT to Creekwood Drive.

The PSA establishes a total cost of the project to be \$2,920,000.00. The PSA also establishes fiduciary commitment of both the City and Dallas County being 50% or \$1,460,000.00 each.

The final commitment share amounts are:

Dallas County	\$1,460,000.00 (50%)
City of Garland	\$1,460,000.00 (50%)

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA was reviewed by the City Attorney's Office.

Attachments

PSA Holfrord Rd Segment B
Holfrord Rd Segment B Location Map

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Garland, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of transportation improvements on the Holford Road (Segment B) from Naaman Forest Blvd to SH 190 (President George Bush Turnpike aka PGBT), MCIP Project 22018, Road & Bridge District #2 in the City of Garland, Texas, hereinafter called "Project".

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, City and County entered into a Master Agreement on October 23, 2012, by Commissioners Court Order 2012-1795, for the purpose of transportation improvements on roads inside Dallas County; and

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 with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects.

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

Witnesseth

Article I.

Project Specific Agreement

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1. Master Agreement authorized by County Commissioners Court Order 2012-1795 dated October 23, 2012, and additions thereto as incorporated herein by reference.
2. Project Scoping Sheets, which are attached hereto and incorporated herein by reference as Attachment "A."
3. Current Cost Estimates and Funding Sources, which are attached hereto and incorporated herein by reference as Attachment "B."

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Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the City of Garland. The Project is defined as transportation improvements on Holford Road (Segment B) from Naaman Forest Blvd to SH 190 (PGBT), MCIP Project 22018, as more specifically described in Attachment "A," Project Scoping Sheets, which show the proposed paving and drainage improvements to occur on the Project. This project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

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Article VI.

Agreements

County and City Responsibilities

1. City will be the Lead Agency for the Project.
2. City and County mutually agree that the Project limits are Holford Road from Naaman Forest Blvd to SH 190 (PGBT).
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenities; Paving and Drainage

Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.

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Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties, the total estimated cost for the design and construction aka the opinion of probable design and construction cost (OPDCC) of the Project is Two Million, Nine Hundred Twenty Thousand Dollars and no cents (\$2,920,000.00).
2. The County's total obligation to this Project is to provide funding in the amount not to exceed One Million, Four Hundred Sixty Thousand Dollars and no cents (\$1,460,000.00), reduced by all County in-house delivery costs (IHPD) estimated to be Twenty Thousand Dollars and no cents (\$20,000.00).
3. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, design review, and construction.
4. The City will have a total obligation to this Project in the amount of One Million, Four Hundred Sixty Thousand Dollars and no cents (\$1,460,000.00).

5. City agrees, within thirty days' notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City.
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Article X.

Miscellaneous

1. **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 governmental/sovereign 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.
2. 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 City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
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Michael C. Polocek, P.E.
Director of Engineering
P.O. Box 469002
Garland, Texas 75046-9002

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

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

6. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
8. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. 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.
10. 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.
11. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.
13. Effective Date. This 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.
14. 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 City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Dated the ____ day of _____, 2020.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

(the remainder of this page intentionally left blank)

County of Dallas

City of Garland

Clay Lewis Jenkins, County Judge

Bryan L. Bradford, City Manager

Date

Date

Approved as to Form*:

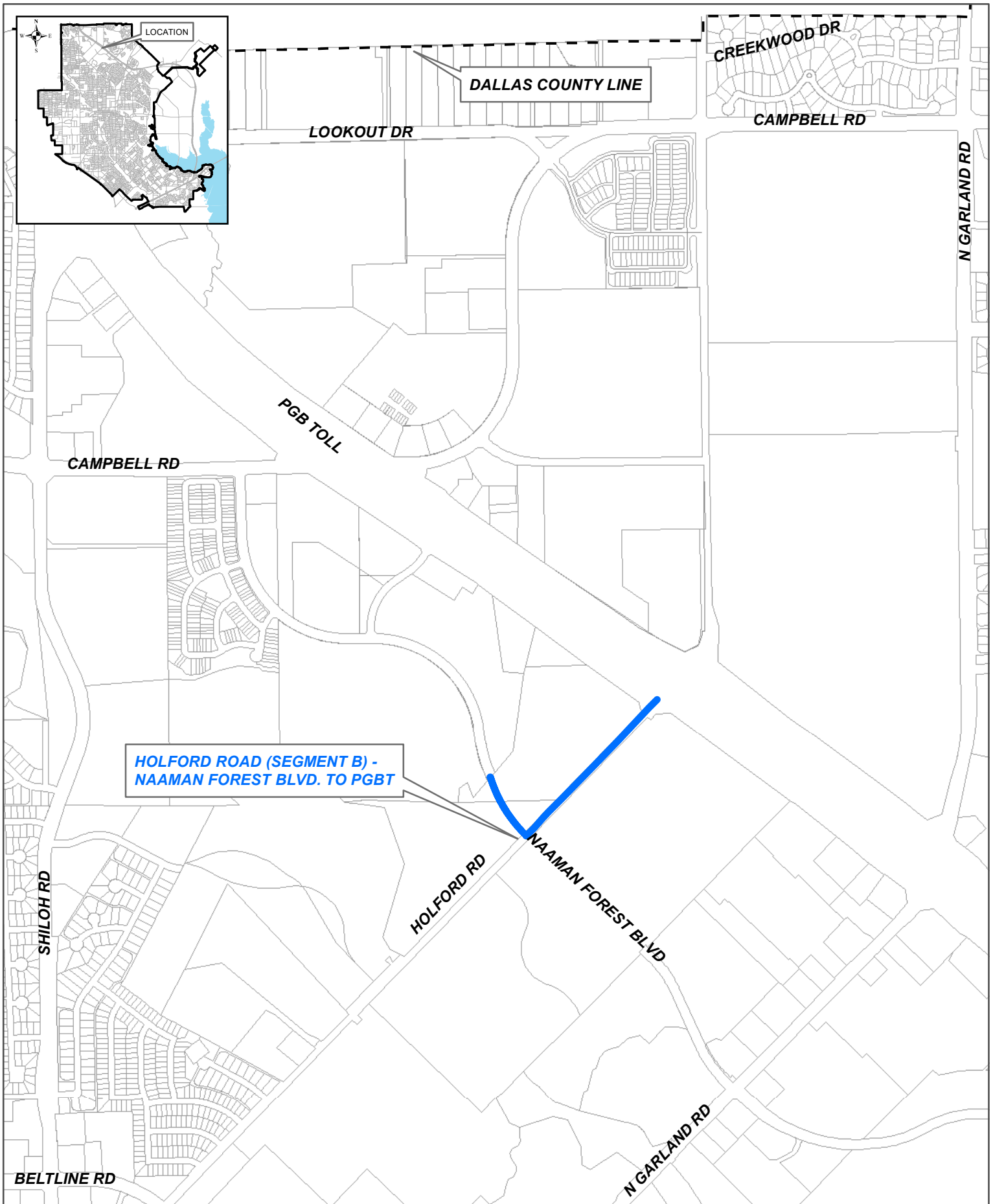
Attest:

John Creuzot
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

City Secretary / 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).





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. d.

Meeting Date: November 30, 2020

Item Title: Acquisition of Real Property for Future Site of Fire Station No. 7

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

Per the 2019 Bond Program, the Project Management Office and Garland Fire Department have determined the need to relocate Fire Station No. 7 from 2545 Naaman School Road to 1805 Pleasant Valley Road. Staff requests Council consider approving the purchase of 2.853 acres of land located at the intersection of Pleasant Valley Road and Country Hollow Ln. for the price of \$745,625.

OPTIONS

1. Approve the contract and authorize staff to close on 1805 Pleasant Valley Road in January 2021, assuming that no concerns arise during the feasibility period.
2. Do not approve the Real Property Contract or authorize staff to close on 1805 Pleasant Valley Road in January 2021.

Council is requested to consider ratifying a real property purchase contract for the acquisition of land for the future site of fire station no. 7 for \$745,626.00. The contract was executed by both parties on October 21, 2020 and contains a feasibility period under which the City may terminate the contract prior to December 22, 2020. If Council does not approve the acquisition of the property, the City will exercise its right to terminate.

Recommendation/Action Requested and Justification

Option 1 – Approve the Real Property Contract and authorize staff to close on 1805 Pleasant Valley Road in January 2021, assuming that no concerns arise during the feasibility period. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 1, 2020 Regular Meeting.

Attachments

Site Location Maps

Fire Station 7 Real Property Contract

Item Summary FS 7



LOCATION:

SWC of Pleasant Valley Rd & Country Hollow Ln
Garland, Texas 75040

AVAILABILITY:

+/-2.853 Acres - Call for Pricing

PROPERTY DETAILS:

- Zoned Commercial
- Will Subdivide, Pads available
- Will consider selling subject to zoning
- Great potential Town House site
- All utilities available

DEMOGRAPHICS:

	1 MILE	2 MILE	3 MILE	5 MILE
2020 Population	12,838	45,106	90,156	266,985
Daytime Population	11,080	36,907	79,348	233,942
Average HH Income	\$91,112	\$92,946	\$93,629	\$98,152

TRAFFIC COUNTS:

Pleasant Valley Rd: 10,348 VPD

Firewheel Pkwy: 27,984 VPD

(City of Garland 2019)

For More Information:

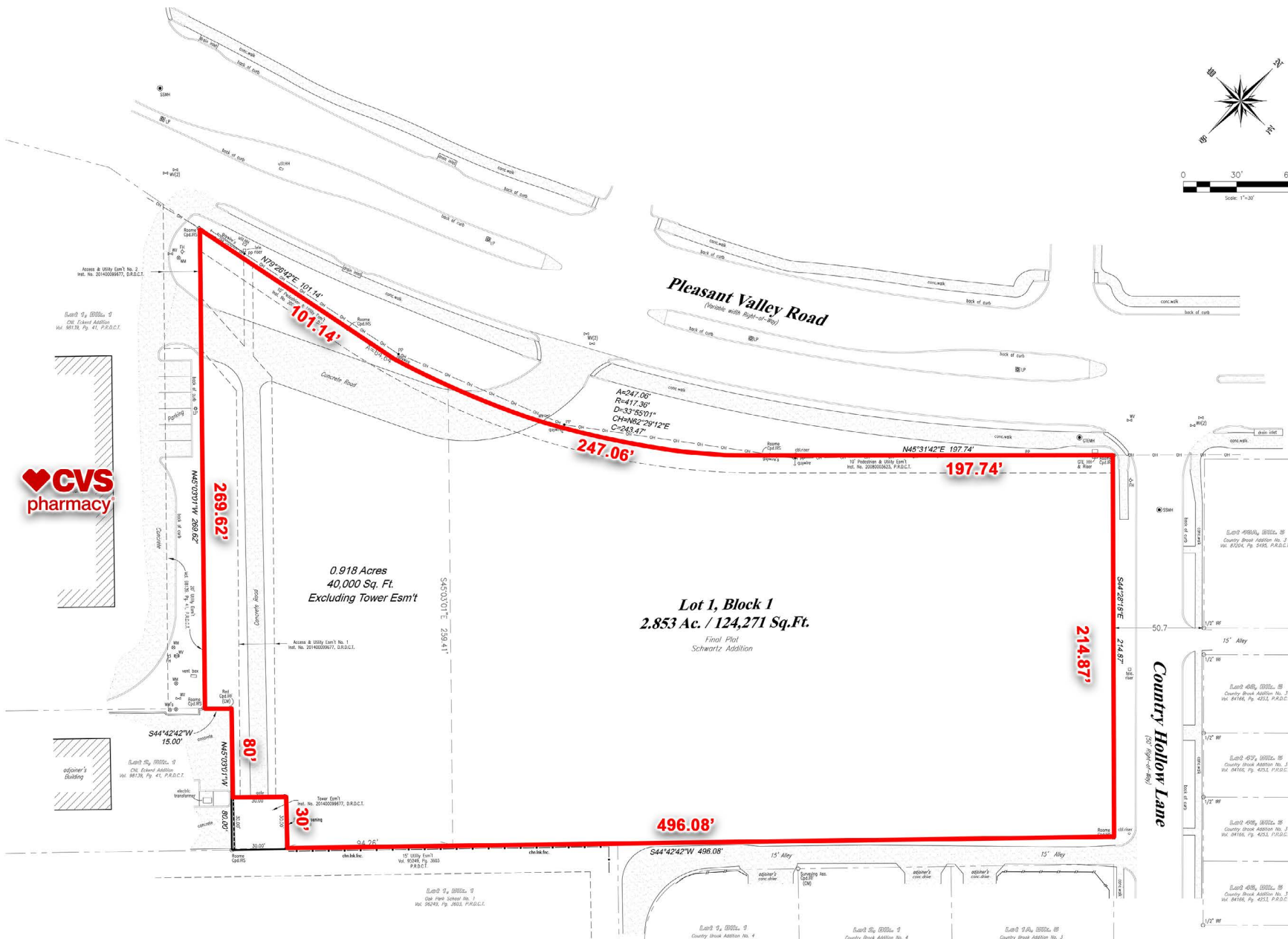
Brent Wicker - 972.991.1600

bwicker@wickerassociates.com

Randy Church - 972.991.1600

rchurch@wickerassociates.com

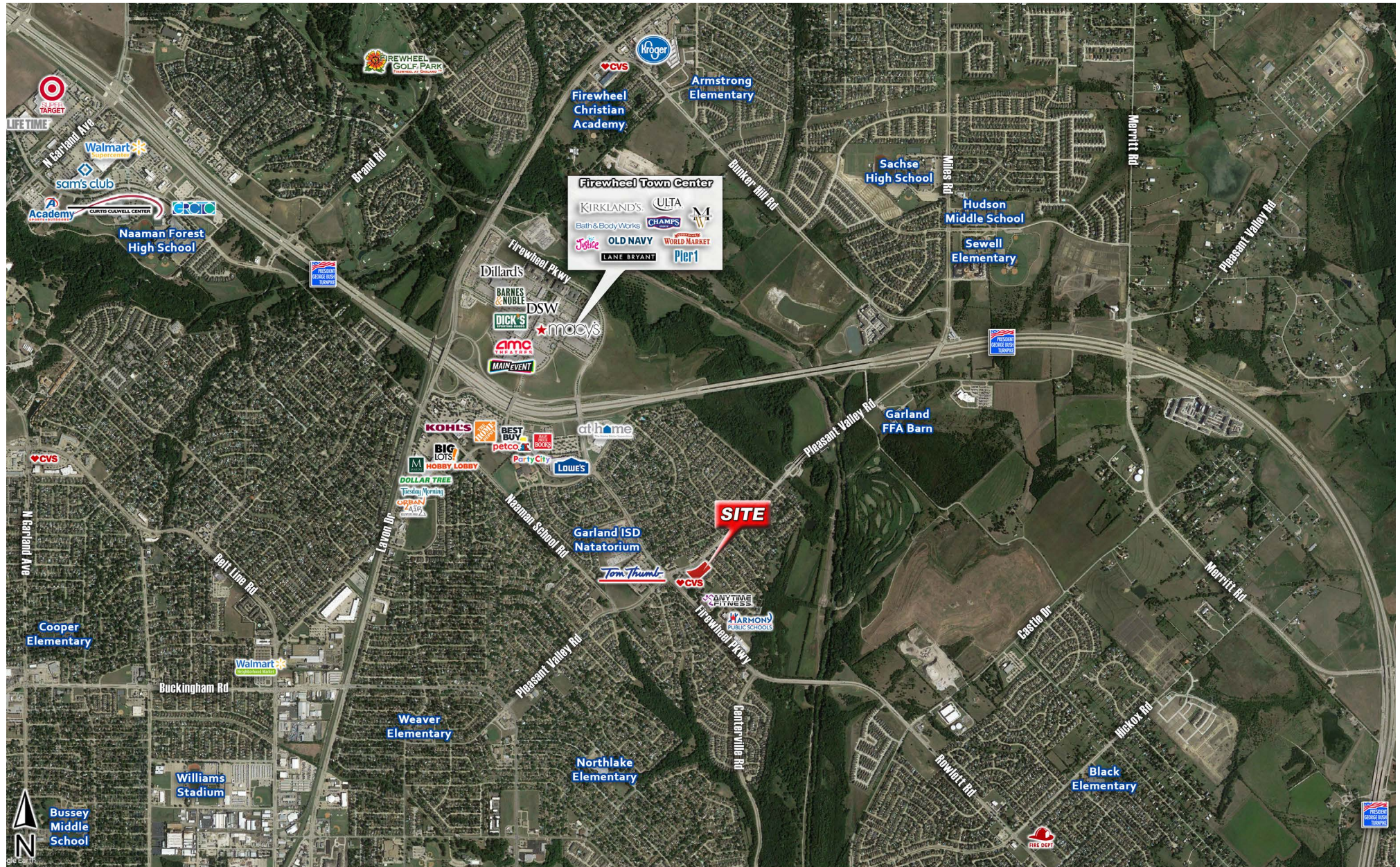
The information contained herein was obtained from sources believed reliable; however, Wicker & Associates, Inc. makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property for sale, rent or exchange is submitted subject to errors, omissions, change of price or conditions, prior sale or lease, or withdrawal without notice.



For More Information:

Brent Wicker - 972.991.1600
bwicker@wickerassociates.com

Randy Church - 972.991.1600
rchurch@wickerassociates.com





Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

WICKER & ASSOCIATES INC	318213	cwicker@wickerassociates.com	(972) 991-1600
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Craig Leon Wicker	284685	cwicker@wickerassociates.com	(972) 991-1600
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Brent Wicker	0302162	bwicker@wickerassociates.com	972-991-1600
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

REAL PROPERTY CONTRACT

This Real Property Contract ("Contract") is made and entered into by and between **Marena Homes, LLC, a Texas limited liability company** ("Seller") and the **City of Garland, Texas, a Texas home-rule municipality** ("Buyer") (collectively, "Parties").

WITNESSETH:

For and in consideration of the respective undertakings and agreements of Seller and Buyer set forth herein, the sufficiency of which are hereby mutually acknowledged, Seller and Buyer hereby agree as follows:

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that property located in Dallas County, Texas, commonly known as **1805 Pleasant Valley Road, Garland, Dallas County, Texas**, and more particularly described as,

Being all that certain lot, tract or parcel of land lying and being situated in the County of Dallas, State of Texas, and being Lot 1, in Block 1, of Schwartz Addition, an Addition to the City of Garland, Texas, according to the Map thereof recorded in County Clerk Instrument No. 20080003623, of the Official Public Records of Dallas County, Texas.

2. Purchase Price. The total consideration for the sale of the Property (the "Purchase Price") shall be **Seven Hundred Forty Five Thousand Six Hundred Twenty Six and No/100 U.S. Dollars (\$745,626.00)**. The Purchase Price is to be paid at closing on the closing date.

3. Title Company; Earnest Money; Escrow Account. Within five (5) business days of full execution of this Contract, Buyer shall deliver the sum of \$20,000.00 to Republic Title Company of Dallas to be held as Earnest Money (herein so called) pursuant to the terms of this Contract. Parties agree that the Title Company shall be **Meredith Williams, Republic Title Company of Dallas**, 2626 Howell Street, 10th Floor, Dallas, Texas 75024, Phone 214-855-8888 ("**Title Company**"). The Earnest Money shall be invested in an interest bearing account under Buyer's Federal Tax ID number and the interest shall be added to and become part of the Earnest Money. If Buyer terminates this Contract after the Feasibility Period, or for any other reason not allowed under this Contract, the Title Company shall disburse the Earnest Money, including any interest earned thereon, to the Seller, and the Parties will have no further rights or obligations under this Contract. If this Contract is properly terminated by Buyer pursuant to a right of termination granted to Buyer in this Contract, the Earnest Money will be promptly refunded and disbursed to Buyer, and the Parties will have no further rights or obligations under this Contract (except for any that, by the explicit provision of this Contract, expressly survive the termination of this Contract.) Buyer shall be responsible for all transaction fees associated with the escrow account. Parties

agree that Buyer shall pay Purchase Price at closing, which is to be placed in an escrow account with the Title Company. Once funds have been received by Title Company from Buyer, each Seller agrees that funds are to be disbursed equally, share and share alike, to each individual Seller as named herein, unless otherwise agreed upon in writing between the individual Sellers.

4. Appraisal/Survey. Buyer shall be responsible for the cost of any appraisal or survey ("Appraisal"). Seller agrees to provide full and unlimited access to the surveyor performing the Survey. Seller agrees to provide Buyer with a survey of the Property completed in March of 2018.

5. Title Binder. Within sixty (60) days following the date when this Contract is fully executed, Buyer has the option, at Buyer's sole cost and expense, to obtain a title binder or commitment to issue a title insurance policy in the amount of the total Purchase Price of the Property by the Title Company (the "Title Binder"). If Buyer exercises its option, Buyer shall, within ten (10) days after receipt of the Title Binder and legible copies of all exceptions shown on the Title Binder and the Survey, advise Seller in writing of any and all objections to title, encumbrances, encroachments or other matters shown on the Title Binder or the Survey. If Buyer timely objects to such matters, then Seller shall have a reasonable time after the date of receipt of Buyer's objections, but in no event to exceed sixty (60) days, within which to cure any and all objections in that notice. If Buyer timely objects to such matters, Seller shall use its best efforts to cure such objections but in no event shall Seller be obligated to engage in litigation in effecting such curative work. If Buyer fails to object within such time period, it shall be conclusively presumed that Buyer has no objections to any matters shown on the Title Binder or the Survey.

6. Encumbrances and Exceptions. Seller agrees to convey to Buyer by means of a special warranty deed, good and indefeasible title to the Property, free and clear of all liens and encumbrances which will not be satisfied out of the sales proceeds except as set forth in this Paragraph 6. The Property shall be conveyed to Buyer, and Buyer shall accept title subject only to those exceptions to title shown on the Title Binder or the Survey as to which Buyer fails to timely raise any objections as required in Paragraph 5 above or any exceptions to title shown on the Title Binder or the Survey if waived by Buyer as provided in Paragraph 7 below (all of such matters being hereinafter collectively referred to as the "Permitted Exceptions"). As used in this Contract, the term "Permitted Exceptions" shall include the standard printed exceptions contained in Schedule B of the Title Binder for (i) standby fees, taxes, and assessments; (ii) discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements; (iii) marital rights; and (iv) waters, tidelands, beaches, streams and related matters. Notwithstanding anything else contained in this Contract, Buyer shall not have to object in writing or otherwise to any monetary lien affecting the Property or to any of the matters contained in Schedule C of the Title Binder, all of which shall be deemed objectionable for purposes of this Agreement.

7. Failure to Cure Objections to Title Binder. If, within fifteen (15) days from the date of receipt by Seller of Buyer's written objections to matters shown on the Title Binder or the Survey (other than the Permitted Exceptions), Seller notifies Buyer in writing that Seller is unable to cure such objections then, unless Buyer notifies Seller in writing within ten (10) days of such written notice to Buyer that Buyer waives all such uncured objections to the Title Binder or the Survey, whereupon all parties shall be released from all further obligations hereunder.

8. Title Policy. At the closing, as hereinafter defined, the Title Company shall issue to Buyer an Owner's Policy of Title Insurance on the Property in face amount equal to the Purchase Price subject only to the Permitted Exceptions, with the exception for taxes being limited to the year of closing and subsequent years endorsed "Not Yet Due and Payable". At Buyer's sole option and expense, the survey exception may be deleted except for "Shortages in Area".

9. Seller's Representations and Warranties. Seller represents and warrants to Buyer (which representations and warranties shall survive closing) that:

- (A) Seller has good and indefeasible title to the Property.
- (B) There is no action, suit or proceeding pending or, to Seller's actual knowledge, threatened against or affecting the Property or any portion thereof or relating to or arising out of the ownership or use of the Property or any portion thereof in any court or before any administrative body or governmental authority.
- (C) There are no adverse or other parties in possession of the Property.
- (D) Neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute a violation or breach by Seller of (i) any contract or other instrument to which Seller is a party, or to which Seller is subject or by which any of Seller's assets or properties may be affected, or (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting Seller.
- (E) Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (F) Except as disclosed in writing attached to this Contract as Exhibit "C", to the best of Seller's knowledge: (1) the Property does not presently contain any Hazardous Materials (as defined below) in an amount, condition, location, manner of storage, degree or concentration in violation of any Environmental Laws (as defined below); (2) neither the Property nor Seller are currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any remedial obligations under any Environmental Laws; (3) Seller is not aware of any condition that

could create liability to any party, public or private, of any environmental nature relating to the Property or due to the presence of any Hazardous Material on the Property; (4) Seller is in compliance with all applicable Environmental Laws with respect to the Property; (5) Seller is not aware of any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escape into or through the environment of any Hazardous Materials at, on, to or from the Property that is or could be a violation of any Environmental Law. In this Contract, the term "Environmental Laws" includes, but is not limited to, (a) with respect to federal law, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), the Surface Mine Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic or dangerous waste, substance, contaminant or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation or other substance considered to be hazardous by a reasonably prudent purchaser of real property.

- (G) This Contract constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, and Seller has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust or other action required on the part of Seller and this Contract has been duly and validly executed and delivered by Seller.

10. Conditions Precedent to Buyer's Obligation. The following matters shall constitute absolute conditions precedent to Buyer's obligation to purchase the Property:

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Property is in the same or similar condition as it was when this Contract was fully executed.

- (C) Title to the Property shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.

In the event that the conditions set forth above are not satisfied at closing, then Buyer may waive in writing the nonfulfillment of such condition and purchase the Property pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

11. Feasibility Period; Remediation of Hazardous Wastes.

- (A) Buyer shall have the right for a period of sixty (60) days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Property and to have full access the Property for the purpose of conducting such inspections, investigations, studies and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits or test results obtained by Seller relative to any portion of the Property. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Property is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.
- (B) Buyer, in Buyer's sole discretion, may extend the Feasibility Period for fifteen (15) days by depositing an additional Ten Thousand and 00/100 dollars (\$10,000.00) of Earnest Money with Title Company prior to expiration of the Feasibility Period.
- (C) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Property, then Buyer may either:
- (1) Terminate this Contract (neither party shall have any further obligation or liability to the other under this Contract); or
 - (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.

12. Closing.

- (A) The closing of the purchase and sale of the Property shall take place on or before **January 28, 2021** unless extended by written agreement or necessitated by unplanned circumstances. The closing shall take place at the offices of the Title Company or at such other place as the parties may mutually agree.
- (B) At the closing, Seller shall deliver to Buyer:
 - (1) One or more special warranty deeds, in the form of attached exhibit "A" conveying title to the Property to Buyer, its successors and assigns, duly executed and acknowledged by Seller; and
 - (2) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Property in accordance with this Agreement and where necessary or desirable in recordable form.

At the closing, exclusive possession of the Property shall be delivered to Buyer in accordance with the terms hereof on the date of closing.

13. Closing Adjustments and Prorations.

- (A) Real Estate Taxes. Real estate taxes and assessments for the calendar year of closing shall be prorated between Seller and Buyer as of the date of closing. If the amount of such taxes for the year of closing is not yet available, the proration shall be based upon the amount of such taxes for the previous year.
- (B) Recording Fees. Buyer shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Property.
- (C) Title Insurance. Buyer shall pay all premiums and other costs respecting the Title Binder and the Owner's Policy of Title Insurance. Buyer shall pay any additional premium due for the deletion of the survey exception from the Owner's Policy of Title Insurance.
- (D) Escrow Fees. Seller shall pay equally any escrow or closing fee charged by the Title Company.

14. Brokerage Commission; License Holder Disclosure.

- (A) All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

(B) Seller is a real estate license holder and owns more than a 10% interest in the Property.

15. Time, Calculation. Time is of the essence in this Contract. If the final date in any provision of this Contract falls on a Saturday, Sunday or legal holiday (when national banks are closed), then, and in such event, the duration of such period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday.

16. Real Estate License Act of Texas. Buyer acknowledges that, in accordance with the terms of the Real Estate License Act of Texas, it has been advised that it should have an abstract covering the Property examined by an attorney of Buyer's selection or that Buyer should be furnished with or obtain a policy of title insurance.

17. Notices. Any notice required or desired to be given from one party to the other party to this Contract 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, postage prepaid, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by 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. Notice by email is permitted with confirmation of read receipt to the recipient(s).

18. Assignment. Parties shall have the right to assign their interest in this Contract without the prior written consent of the other party.

19. Severability. If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract 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 Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

20. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract 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 and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract 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.

21. 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.

22. Paragraph Headings; Construction. The paragraph headings contained in this Contract 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 Contract and this Contract shall not be construed either more or less strongly against or for either party.

23. Binding Effect. Except as limited herein, the terms and provisions of this Contract 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.

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

25. Counterparts. This Contract 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.

26. Entire Agreement. It is understood and agreed that this Contract 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 Contract exist. This Contract cannot be changed or terminated orally and may be modified only by a written document signed by an authorized representative both parties.

27. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Contract 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 or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Contract 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 Contract. There are no third-party beneficiaries to this Contract and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below but deemed to be effective as of the 21st day of October, 2020 ("Effective Date").

SELLER:

MARENA HOMES, LLC

By: Marc D. Schwartz

Name: Marc D. Schwartz
Title: Managing Partner

BUYER:

CITY OF GARLAND, TEXAS

By: Bryan Bradford

Name: Bryan Bradford
Title: City Manager

ADDRESS FOR NOTICE:

SELLER

Marc Schwartz
3301 Creekbend Dr.
Garland, Texas 75044

BUYER

City of Garland, Texas
Kallie Tanner
PO Box 469002
Garland, Texas 75046

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF DALLAS §

That **Marena Homes, LLC, a Texas limited liability** ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by the **City of Garland, Texas**, a Texas home-rule municipality ("Grantee"), has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto Grantee all that certain lot, tract, or parcel of land situated in the County of Dallas, State of Texas, commonly known as **1805 Pleasant Valley Road, Garland, Dallas County, Texas**, and more particularly described as,

Being all that certain lot, tract or parcel of land lying and being situated in the County of Dallas, State of Texas, and being Lot 1, in Block 1, of Schwartz Addition, an Addition to the City of Garland, Texas, according to the Map thereof recorded in County Clerk Instrument No. 20080003623, of the Official Public Records of Dallas County, Texas,

Together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, and any and all rights, titles, powers, privileges, easements, and interests of Grantor, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever;

and Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the 23 day of October 2020.

GRANTOR:

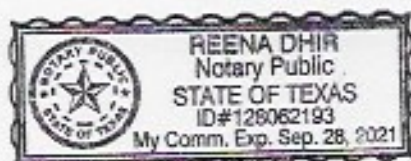
Marena Homes, LLC

By: Marc D. Schwartz I am certifying only to the
signature of the person
Printed Name: Marc D. Schwartz who signed this document.
Title: Managing Partner

THE STATE OF TEXAS §

COUNTY OF DALLAS §
Collin §

The foregoing instrument was acknowledged before me on the 23rd day of October, 2020, by Marc Donald Schwartz acting in his/~~her~~ capacity as Managing Partner for Marena Homes, LLC.



R. Dhir
NOTARY PUBLIC, STATE OF TEXAS

Grantee's Address:
City of Garland, Texas
Attn: Glenn Breysacher
PO Box 469002
Garland, Texas 75046

Meeting Date: 11/30/2020
Item Title: Fire Station No. 7 – Land Acquisition
Submitted By: Rick Galceran

ISSUE

Per the 2019 Bond Program, the Project Management Office and Garland Fire Department have determined the need to relocate Fire Station No. 7 from 2545 Naaman School Rd to 1805 Pleasant Valley Rd. Staff requests Council consider approving the purchase of 2.853 acres of land located at the intersection of Pleasant Valley Rd. and Country Hollow Ln. for the price of \$745,625

OPTIONS

1. Approve the Real Property Contract and authorize staff to close on 1805 Pleasant Valley Rd. in January 2021, assuming no concerns arise during the Inspection Period
2. Do not approve the Real Property Contract or authorize staff to close on 1805 Pleasant Valley Rd. in January 2021.

RECOMMENDATION

Option A – Approve the Real Property Contract and authorize staff to close on 1805 Pleasant Valley Rd. in January 2021, assuming no concerns arise during the Inspection Period. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 1, 2020 Regular Meeting.

BACKGROUND

The Fire Department conducted a master study to determine the best location to relocate Fire Station No. 7, as the current fire station built in 1985 is undersized and inadequate to fulfill today's needs. The Project Management Office and Garland Fire Department recommend moving Fire Station No. 7 to 1805 Pleasant Valley Rd, $\frac{3}{4}$ miles east of its existing location at 2545 Naaman School Rd. Staff completed a thorough property search in the area, and this

property suits the size and location requirements. Relocating Fire Station No. 7, rather than rebuilding, will minimize disruptions at the existing site and allow the Garland Fire Department to continue operations as normal and without the inconvenience of working out of temporary quarters. A site fit was completed and confirmed the property can accommodate the desired layout and programming needs of a new station. Staff was able to negotiate a price of \$745,626 (or \$6.00 per square foot) on the property and enter into a Real Property Contract with the Seller on October 21, 2020. The property is currently undergoing an Environmental Site Assessment, and assuming it does not reveal any concerns prior to the end of the Inspection Period on December 20, 2020, the City would seek to close the contract in January 2021. Chief Lee has endorsed the purchase of 1805 Pleasant Valley Rd. for the relocation of Fire Station No. 7.

CONSIDERATION

Staff seeks the Council's concurrence for approving the Real Property Contract and closing on 1805 Pleasant Valley Rd. for the purpose of relocating Fire Station No. 7.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: November 30, 2020

Item Title: COVID-19 Response Update and Further Actions

Summary of Request/Problem

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

- Discuss the possibility of reductions and/or limitations to city services and/or city facilities as a result of increasing COVID-19 cases, hospitalizations and related issues.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. b.

Meeting Date: November 30, 2020

Item Title: Interviews for Appointment to City Council, District 1

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

David Gibbons resigned from the City Council on November 15, 2020. The Garland City Charter provides for an appointment to a vacancy on the City Council to be made by a super-majority vote of the remaining members of the City Council if the Governor does not authorize the calling of a special election to fill the vacancy after being petitioned by the City and a special election cannot be timely called within 120 days.

The Governor's office has indicated that the Governor will decline to authorize the calling of a special election due to the difficulties that undertaking a special election could entail for the voters, but we have yet to receive formal confirmation of that indication. Nonetheless, it is prudent and appropriate to begin the process of making an appointment by conducting interviews of interested persons.

At Council's direction, an application form was created for persons who may be interested in accepting the interim appointment to the vacated seat. As of November 24, 2020, the following applications have been received from Dominic Arzon, Dorothy Brooks, Marvin "Tim" Campbell, James Dobbins, Ricky McNeal, Alberto Perez, Stephane Rovel, Ivan Turnan, George Urbach, James VanDyke, Tracey Whitaker, and Angeles "Angie" Whitney.

Recommendation/Action Requested and Justification

Consistent with Council policy regarding the filling of vacancies on boards and commissions, Council is requested to interview applicants for the vacant District 1 council seat in preparation for making an appointment to fill that vacancy.

Attachments

Dominic Arzon
Dorothy Brooks
Marvin "Tim" Campbell
James Dobbins
Ricky McNeal

Alberto Perez
Stephane Roveló
Ivan Turingan
George Urbach
James VanDyke
Tracey Whitaker
Angeles Angie Whitney



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CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Dominic Arzon

Phone:

(Home)

Address: 114 Fountain Hills Dr

Phone:

City, State, Zip: Garland, TX 75044

Email:

U.S. Citizen? ☒

Resident of Texas for

22

years

Resident of District 1 for

14

years

Have you ever been convicted of a Felony or Class A misdemeanor? NO

Are you in arrears for City taxes, City utilities or any other debt to the City? NO

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

Collin college president of Senate
Party precinct chairman. SMU Political Science
Civil Policy specialization. Law Clerk.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

N/A

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

Party Precinct Chairman - Dallas GOP
Citizens Prosecutor academy

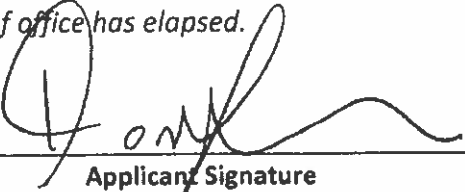
What is your educational background?

B.A. - SMU 2021 Political Science w/ concentration
in law and legal reasoning.

What is your occupational experience?

Criminal legal clerk for Judge John Peyton
Freelance cyber security advisor for small
emerging companies.

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.


Applicant Signature

10/27/2020
Date

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov



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Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Dorothy L Brooks _____

Phone: _____

Address: 1126 Alexandria Ave _____

Phone: _____

City, State, Zip: Garland, Texas 75040 _____

Email: _____

U.S. Citizen? Yes Resident of Texas for 73 years Resident of District 1 for 35 years

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

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

I worked as a Budget Analyst/Forecaster for ATT for over 20 years. For about 5 years, I led a group of Forecasters who were responsible for a 5-state region including Texas. I communicate well and have spoken to large groups. I helped establish an organization, Arab-American Learning Center, which assists refugees. I was a member of the Garland Community Multicultural Commission. I was a member of the GISD Multi-Ethnic Committee which oversees the court order. I was on the NAACP Education Committee. I have led the Garland National Day of Prayer for over 10 years. I have spoken before the City Council on a number of occasions. I have worked on many issues that impacted neighbors, and consequently worked with the Garland Police Chief, Plan Commission personnel, etc. On my jobs and in education, I have been trained to think analytically. Finally, I love my city. An interim position would be ideal for me. I can address any pressing concerns in my District while preparing the way for the elected Council Member.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

1. Garland Community Multi Cultural Commission Nov 2011 – Aug 2013
2. GISD Multi-Ethnic Committee (approximately) 2006-2011

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

I have served as President of the Carriage House Neighbors Association on two occasions. I founded the organization after it was dormant for over 10 years. I am interim President now. I volunteered when tornados hit Garland neighborhoods, including my own neighborhood in the late 80's. I served meals, passed out donuts and checked for any needs. I spoke before the Council a few days before terrorists struck the Curtis Culwell Center. I have acted as a liaison between citizens in my neighborhood and City of Garland departments including Animal Control, Planning, the police department. I headed up a fundraiser for neighbors whose house was destroyed by a fire. I have tutored struggling students. I have also mentored three younger Garland residents to help them become involved with their city. I worked on Mayor Ronald Jones' Election committee.

What is your educational background?

Bachelor of Science in Mathematics from the University of Houston and two years of law school at Western State College of Law, San Diego.

What is your occupational experience?

I worked as a Forecaster/Budget Analyst for ATT for over twenty years. I have also worked as an Instructor of Developmental Math at Richland College. I have tutored in Math for over 20 years. I founded a non-profit. I have served on two boards including the Arab-American Learning Center (that meets the needs of Arabic speaking refugees) and Christians Engaged (an organization that educates the public on becoming more engaged with government).

Please see resume for other details

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.

Dorothy S. Brooks
Applicant Signature

Nov 5, 2020
Date

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov

Dorothy L. Brooks
1126 Alexandria Ave
Garland, Texas 75040

SNAPSHOT OF RELEVANT EXPERIENCES

25+ Years experience at SBC, Inc (now ATT)

- Area Manager over a group of 5 managers. Responsible for budget forecasts for 30 large cities.
- Professional with proven ability to communicate effectively across broad spectrum of work force

10+ Years officer of my Neighborhood organization

2 years experience teaching at a community college

- Developmental Mathematics teacher.
- Provider of tutoring and special assistance to students of diverse backgrounds.

3 years experience in grant writing

- Have done grant research and grant request completions.
- Succeeded in receiving grants for the Garland Civic Theatre.

20+ years experience in writing articles for newspaper; writing newsletters

- Writer and editor of neighborhood newsletter, Carriagehouse Neighbors
- Regular contributor on many internet blogs
- Writer of personal histories

5 years experience as leader at both non-profit and profit companies.

- Staff member at a church, heading up special ministries.
- Volunteer at the Arab-American Learning Center. Training volunteers. Helping refugees.
- Responsible for operations including budgeting, forecasting.
- Developer of programs, plans and materials to educate and inspire individuals to achieve maximum potential.
- Planned and executed large special events.
- Solicited and managed large numbers of volunteers.

EDUCATION

Law School, Western State College of Law, San Diego California

2 years of 4-year part time program

B. S., University of Houston, Houston, Texas

Major: Mathematics Minors: Psychology/Engineering

SBC Learning Center, Dallas, Texas

Courses: Professional development, telecommunications products, technology, Marketing, and Sales

Center for Non Profit Management

Courses: currently enrolled in certificate program for non profit management.

Completed courses in grant writing.

CompUSA, Addison, Texas

Intermediate Microsoft Office (Word, Excel, PowerPoint, Outlook.

SPECIAL SKILLS / STRENGTHS

Multi-tasker

Writer

Work well under pressure of deadlines.

Skilled motivational team leader and communicator (written and oral).

“People person” – relate well at all levels, ages and cultures.

Skilled relationship builder; strong corporate, university and civic network

Financial analyst

PROFESSIONAL EXPERIENCE:

1990-Present

Writer

Writer of personal histories, newspaper articles, blogs and resumes. Writer of articles for neighborhood newsletter which is distributed to over 700 homes. Contributor to a number of internet blogs. Wrote portions and edited others work for a nonprofit organization, Men of Honor.

2012-2015

Executive Director

Aquron Corporation

Writer and editor of technical documents. Responsible for operations including budgeting, forecasting.

07/15-Present

Arab-American Learning Center

Volunteer/Board member helping refugees with resumes, job searches. Training of new volunteers.

07/03-05/2005

Richland Community College

Instructor of developmental math-Richland College including algebra, basic math skills, and trigonometry

05/2001 – 07/2003 (Non-Profit Experience)

New Life Fellowship Church Special Ministries

Leader of Church's special ministries including summer lunch program, women's ministry, and special events. Conceived, designed programs, recruited volunteers. Supervised paid staff. Identified resources needed including budget and personnel. Coached and trained personnel Reported to senior pastor and church leaders
Recruited more than 50 volunteers for seven week program.

09/78 – 05/2001

ATT, Dallas, TX

Area Manager-New Product Forecasting

Leader of SBCT forecasting work group to develop revenue and demand forecasts. Utilized new product strategies to define product and forecast models. Coached and trained new forecasting managers. Consistently met all deadlines thereby avoiding penalties exceeded \$2 billion.

Manager-COG Sales Operations

Analyzed and produced forecasts and tracked revenues for a sales group using EXCEL and WORD.
Presented revenue forecast deviations to upper management using PowerPoint and WORD. Led work force team to resolve customer service issues and improve access into the call center. Effectively resolved employee problems using interpersonal skills.

Manager-Administration

Supervised and coached a work group of seven sales people to market products to large business customers.
Conducted visits to analyze and address customer service problems.
Tracked and dispersed employee recognition incentives to reward successful sales efforts.

Manager-Financial

Revenue Forecaster for SBC. Developed \$6B annual access revenue budget for the state of Texas.
Analyzed monthly budget to ensure actuals were in line with projections. Presented Power Points using charts to explain Budget deviations to company officers. Defended any assumptions using sales techniques and analytical skills.

Manager-Technical/Network Operations

Reviewed and approved studies which were the basis for revenue division among telephone companies.
Designed sampling method to enable organization to complete a three-year backlog of traffic studies.
Supervised clerical staff to ensure productivity and efficiency.



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Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: MARVIN F. & TIM "CAMPBELL"

Phone: [REDACTED]

Address: 2718 FOXBORD DR.

Phone: [REDACTED]

City, State, Zip: GARLAND, TX 75044

Email: [REDACTED]

U.S. Citizen? YES Resident of Texas for 72 YRS years Resident of District 1 for 29 years

✓ Dallas County Voter Registration Number [REDACTED]

Have you ever been convicted of a Felony or Class A misdemeanor? NO

Are you in arrears for City taxes, City utilities or any other debt to the City? NO

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

GENERAL MANAGER, DIRECTOR OF MARKETING-RADAR SYSTEMS;
CHIEF ENGINEER @ GENERAL DYNAMICS RICHARDSON STRUCTURES
PROGRAM MANAGER @ MERIT TECH.; DIRECTOR OF SOFTWARE DEVELOPMENT
FOR SPECTRADYNE.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service. GARLAND CITY COUNCIL, DIST. 1 2012 - 2016

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

SPRING PARK HOA - BOARD MEMBER & PRESIDENT (2 TIMES)
ELDER, CANYON CREEK PRESBYTERIAN CHURCH

What is your educational background?

HS - ABILENE TEXAS; BS ME TEXAS TECH UNIV.; MS ME SOUTHERN METHODIST UNIV.;
POST GRADUATE STUDIES AT UNIV. OF DALLAS & ARIZONA STATE UNIV.

What is your occupational experience?

MECHANICAL ENGINEER @ COLLINS RADIO, MOTOROLA INC.; SPECTRADYNE,
MERIT TECH; GENERAL DYNAMICS.

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.

Marvin F. Campbell
Applicant Signature

NOVEMBER 5, 2020
Date

Return completed application to:

**City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov**

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CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: James M. Dobbins

Phone: [REDACTED]

(Home)

Address: 1014 Palm Desert Drive

Phone: [REDACTED]

City, State, Zip: Garland, TX 75044

Email: [REDACTED]

U.S. Citizen? Yes Resident of Texas for 39 years Resident of District 1 for 6 years

✓ Dallas County Voter Registration Number [REDACTED]

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

Please list any experience that qualifies you to serve in the areas you have indicated. I have 32 years of state agency experience (see attached resume). I have served on the Employees Retirement System of Texas' Group Benefits Advisory Committee since 2017.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

Environmental and Community Advisory Board - Aug. 2018-present. Vice Chairperson 2019-2020

List civic or community endeavors in which you have been involved. I was a Big Brothers / Big Sisters of Austin matched volunteer for six years. I served as Treasurer of the Texas Chapter of the National Association of Government Communicators.

What is your educational background?

B.A. - Southwestern University - 1984

What is your occupational experience?

See attached resume.

I currently work part-time at the Richardson Public Library (since September 2019).

Adopt a
highway
volunteer

*I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for **District 1** has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.*

James M. Dobbins
Applicant Signature

11/1/20
Date

Return completed application to:

**City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov**



James M. Dobbins

1014 Palm Desert Drive, Garland, TX 75044-5010

Profile

Retired from state service after a 32-year, varied career with the Texas Department of Transportation (TxDOT) in May 2017.

Experience

ENVIRONMENTAL SPECIALIST IV, TXDOT DALLAS DISTRICT - 2014-2017

Oversaw the environmental clearance and documentation of major transportation projects throughout the Dallas District, such as the I-635 corridor improvements, US 77 reconstruction in Waxahachie, and State Highway 205 in Rockwall County. Served as the district public involvement coordinator and oversaw all aspects of public meetings and hearings throughout the district.

ENVIRONMENTAL SPECIALIST II, TXDOT EL PASO DISTRICT - 2004-2014

Oversaw the environmental clearance and documentation of major transportation projects throughout the El Paso District, such as the Sun Bowl Drive reconstruction, Downtown Streetcar Project, and Alpine Downtown Beautification. Served as the district's coordinator for the following programs: Border Colonia Street Paving; Clean Air Plan; Stormwater Management. Served as liaison with the U.S. Army Corps of Engineers for permitting.

INFORMATION SPECIALIST III - TXDOT ENVIRONMENTAL AFFAIRS DIVISION (AUSTIN) - 1996-2004

Researched and wrote a variety of articles, brochures, manuals, letters, etc., related to the agency's environmental compliance program. Researched and wrote speeches for senior department officials. Served as the division's administrative rules coordinator. Organized the department's annual Environmental Conferences.

EDUCATIONAL WRITER - TXDOT VEHICLE TITLES & REGISTRATION DIVISION (AUSTIN) - 1987-1996

Developed detailed fiscal and operational impact reports for pending state legislation. Wrote and updated various guidance manuals related to changes in Texas law. Researched and wrote administrative rules. Headed a group that researched and wrote a history of the agency for its 75th anniversary.

FIELD AUDITOR - TXDOT VEHICLE TITLES & REGISTRATION DIVISION (HOUSTON) - 1986-1987

Audited the records of motor vehicle dealerships, salvage yards, and County Tax Offices as they related to state laws and regulations under the department's jurisdiction.

TITLE EXAMINER - TXDOT VEHICLE TITLES & REGISTRATION DIVISION (CARROLLTON) - 1985-1986

Audited vehicle title transactions for accuracy. Answered phone queries from the public related to vehicle title transactions and procedures. Made daily bank deposits for the office.

CIRCULATIONS ASSISTANT - CODY MEMORIAL LIBRARY - SOUTHWESTERN UNIVERSITY (GEORGETOWN) - 1982-1984

Ran the main circulations desk and shelved books and periodicals in a part-time capacity.

Education

Southwestern University - Georgetown, TX - B.A., 1984

Skills

- Researching often obscure topics and finding answers quickly.
- Teamwork to accomplish major projects.
- Defining expectations.
- Getting the job done and meeting (and often exceeding) deadlines.



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CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Ricky McNeal

Phone: [REDACTED]

Address: 1813 Lantana Dr

Phone: [REDACTED]

City, State, Zip: Garland

Email: [REDACTED]

U.S. Citizen? Yes Resident of Texas for 33 years Resident of District 1 for 26 years

✓ Dallas County Voter Registration Number [REDACTED]

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

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

- member of the community Leaders Group
- 34 years of professional Corporate experience

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

Utility Advisor Board 2001-2005

East Area Implementation Committee 1993-1997

Bond Study Committee - city of Garland 1990's

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

NAACP Garland

Mt Hebron Baptist Church - Deacon + Sunday School Teacher

What is your educational background?

Louisiana Tech University - B.S. Marketing

What is your occupational experience?

DXC Technology - Project Manager

*I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for **District 1** has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.*



Applicant Signature



Date

Return completed application to:

**City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdow1@garlandtx.gov**



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CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Alberto J. Perez

Phone: [REDACTED]

(Home)

Address: 1422 Shorehaven Dr.

Phone: [REDACTED]

City, State, Zip: Garland, TX 75040

Email: [REDACTED]

U.S. Citizen? Yes Resident of Texas for 42 years Resident of District 1 for 14 years

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

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

- VP/Exec Board - non-profit organization Amigos Sin Fronteras
- Garland Educational Assoc. - Exec Board
- Certified Bilingual Educator

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

N/A

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

- Hispanic Student Outreach
- Nat'l Assoc. Bilingual Educators

What is your educational background?

- Master of Business Admin. Degree - Management

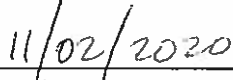
- Bachelor of Business Admin. Degree - Marketing

What is your occupational experience?

- Sixteen year veteran bilingual teacher (5 w/ GISD).
Elementary + High School
- Former Soccer/Football coach (youth - adult)
- Interpreter/Translator for Non-profit organization

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.

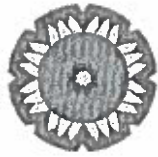


Applicant Signature

Date

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov



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NOV 20 2020

CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Stephane Rovelo

Phone: NA

Address: 902 Singing Hills Ln

Phone: [REDACTED]

City, State, Zip: Garland TX 75044

Email: [REDACTED]

U.S. Citizen? Yes **Resident of Texas for 27 years** **Resident of District 1 for 2 years**

✓ **Dallas County Voter Registration Number:** [REDACTED]

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

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

- **Budget Analysis:** My experience in budget analysis includes analyzing our campus-wide school budget to ensure the proper management and allocation of federal and state funds to their proper entities. Due to my community and campus engagement involvement, I am also privy to the campus spending and distributing decisions, and have gained knowledge of how those specified funds are distributed within their proper organizations. Because of this, I am very much aware of how specific financial allocations enter and are distributed on our campus, and how the funds are then spent by varying departments. As part of the Campus Improvement Team, I also serve my community by justifying expenses and providing rationale as to why we spend our money in the way that we do. Since the provisions of these funds can be contingent on performance; resources must be allocated wisely with an emphasis on student engagement and performance outcomes regarding student measures.
- **Policy Analysis:** One of the ways in which I serve my school community is by analyzing campus wide policies and implementation measures. Due to natural cycles in the education continuum, policies and procedures must be consistently analyzed and implemented in order to produce previously determined organizational goals. This has always been true, but has become especially pertinent as of late due to COVID-19. Adjusting to the differing needs of our community and the needs of our educational stakeholders has resulted in a constant need for feedback and adjustment on the part of all members involved. This year in particular has been a year of trial. I personally have had to account for the physical and mental health needs of every teacher and student on our

campus while making sure to adhere to state and federal guidelines for a proper school year. My role on our Positive Behavior Intervention System's (PBIS) team keeps me in the saddle of policy analysis in the specified realm of student behavior, and fostering an environment that produces positive behavioral outcomes. As we continue throughout this unusual year, it has become clear that the old systems in place are not as effective as before, so we continue to spend time implementing and evaluating systems as necessary.

- **Information Synthesis:** As laws and expectations change within the district and also within our federal government, mounds of new literature and changes are made to the Board Policy Manual of GISD and teachers/principals must work to make sure that expectations are adjusted regularly. My experience in evaluating and analyzing this information is paramount to the success that I have experienced not only in my time at Sam Houston Middle School, but also in my educational journey as well. Synthesizing large bodies of literature and creating reports is a very natural part of the educational process. Reading through these volumes of information and law code to create condensed summaries of report files has helped me to save myself and other teachers copious amounts of time and resources.
- **Empathy:** Unfortunately, this year is leaving many of our teachers and students behind the normative curve. The pain and sorrow that both parties experience is no surprise given our circumstances, but it hurts to see nonetheless. Throughout my time working at a GISD school, I have worked diligently to meet with teachers and express my concern and care for their wellbeing. I have genuinely cared about their emotional state unrelated to their work life, and I have dedicated my lunches to prayer and fasting while reaching out to our staff for daily prayer requests. As my prayer list grows, I see the Lord's hands and feet moving every day, and it is an honor to let my teachers know that there is someone rooting for and thinking about them on a daily basis. The most important asset that I have to contribute to the Garland City Council is my experience as someone's fellow man to care for and spend time with the afflicted.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

N/A

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

C.O.L.T. Club: As soon as I started working at GISD, I knew that I had to give back to the community that was so willing to take care of me. Within a few months of serving at my school, I started the C.O.L.T. club with some established teachers of renown. We made a concerted effort to reach out to our male troubled youth population and provide them with opportunities and life lessons that would facilitate success outside of the classroom.

Board Game Club: After establishing the C.O.L.T. Club, it was not long before I found another need at my school; a place for the socially discounted and unaccepted students to gather and just be themselves. I addressed this issue with the Board Game Club, which is simply a place where students can just be themselves and stretch the capacities of their mind while honing in on creative and critical thinking skills simultaneously. This organization challenged students to leave the comforts of traditional board games (such as chess), and it encouraged students to push their analytical capacity with games that required skill and long-term planning.

Fundraisers: As the hunger for more complex games in the campus's community expanded, the need for funds became a clear barrier for our organization. Seeing an opportunity arise from this challenge, I coordinated our school's first "Super Smash Bros Tournament," an event that was managed by the students and worked to teach them leadership and accountability skills. This event raised \$200 over our initial projections and was such a success that the gains from the tournament the following year were

completely donated to C.O.L.T. club as a testament to the success of the program.

Middle School Ministry: While both of the previous clubs cater to some of our more disenfranchised youth on Thursday and Friday evenings, I also volunteer with my church's middle school ministry as a small group leader every Wednesday evening. This is a seven-year commitment considering I will be mentoring the students from 6th grade to high school graduation. Through the youth program, I am able to provide these young men with stable leadership and mentorship that they can depend on through some of the most difficult times of their lived experience. The importance of teaching our younger generation values and providing them guidance as they navigate the trials of teenage life is a calling that runs close to my heart, and it will come to define the future of our communities.

What is your educational background?

Lamar University: I am currently working on completing my Master's in Educational Administration at the University of Lamar. I will finish my coursework in December and my practicum will finish in May. My intention is to pursue a PhD from the University of Texas at Austin after gaining some experience as an educational leader in my community. My work at Lamar has been fulfilling, and I am supremely grateful to Sam Houston Middle School for allowing me to take on administrative responsibilities. The tasks at hand have given me experience to facilitate a smooth transition into an administrative position next year. The quality of education that Lamar provides has helped me to reflect on my role in the community. The administration at my school has been supportive in my endeavors, so much so that our educational leaders have enthusiastically encouraged me to apply for this position.

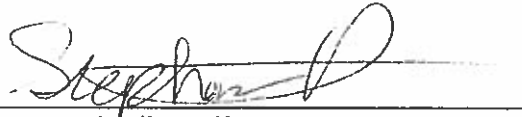
University of North Texas: I received my undergraduate degree in Strategic Communications at the University of North Texas in 2012. This degree is a part of the esteemed Mayborn School of Journalism, and as such, provided me with an incredible amount of experience and practice in communicating clear and concise messages, while also focusing on data to examine the reality of any given situation. Working as a cook in the school cafeteria while attending college also afforded me the presence of mind to realize that hard work pays off as I was able to graduate from school with very little money owed.

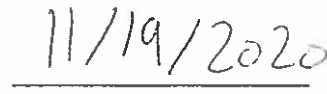
What is your occupational experience?

Teacher: I have served my local community as a teacher for nearly seven years. I started off teaching English in South Korea and continued the profession when I moved back to the United States. When back in the States, I started teaching English at Richland Collegiate High School before transitioning to Sam Houston Middle School when I learned that middle school teachers in urban areas were in high demand across the country. I loved teaching high school, but after a lot of prayer and discussing the needs of our community with my wife, we decided to make the transition. I currently serve my campus as an 8th grade Science teacher, but I am also a part of committees such as our PBIS (Positive Behavior Intervention System) team, Title I committee, Parent Engagement lead, Back to School committee, and smaller roles such as our campuses outdoor learning lab manager and general campus technology assistant. The responsibilities of these roles range from allocating federal funds, to determining school-wide procedures (especially in light of COVID), to even helping teachers fix technology problems that prevent them from engaging their digital classrooms for the day. While the hats that I wear are many and vary in perceived importance, my favorite part about the variance of my experiences is that I hold positions with weight from the very top, to the very bottom. This has helped to adjust my view about what it takes to run a successful organization as I see that the small acts of service, like bringing a teacher food from the garden, visiting a family at home, or helping to fix a 5-minute technology issue, helps to keep a positive mentality and smooth running institution in a way that creating behavior interventions systems simply does not. The crucial aspect here is the honor that I have of doing both of these things, serving my community and organization with responsibilities from the bottom up.

Director of Human Resources: Immediately leaving college, I took a position at Prestige Management where I worked in sales for about 6 months. When speaking with the owner of the company, he let me know that a position was opening up in Human Resources to be in charge of the hiring process for the organization. I applied for the position and was blessed with an offer. Since this was a small organization, my title was very official sounding, but the more realistic title would be something more akin to "Human Resources Specialist." I was in charge of examining resumes and interviewing candidates for our company, as well as creating all outside documentation and maintaining our social media and website accounts. Tasks varied from writing press releases to sitting down with our employees to address any grievances or concerns. To put it simply, I was in charge of the public perception of Prestige Management, both inside and out. This was an incredible opportunity to work with people and analyze the root cause of problems while helping address them. Holding interviews and evaluating candidates also helped to foster engagement skills with people on a short-term basis, and helped to clearly and concisely convey the company's expectations while also keeping an open ear for their expectations.

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.


Applicant Signature


Date

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov



GARLAND
TEXAS MADE HERE

**CITY OF GARLAND
RECEIVED
OCT 30 2020
CITY SECRETARY**

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Ivan Turingan

Phone: [REDACTED]

Address: 6601 Lynch Ln.

Phone: [REDACTED]

City, State, Zip: Garland, TX 75044

Email: [REDACTED]

U.S. Citizen? Yes Resident of Texas for 45+ years Resident of District 1 for 10+ years

✓ Dallas County Voter Registration Number [REDACTED]

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

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

I have practiced law in Texas since 2002, and I am a 35+ year resident of Garland. I was raised here and went to school here, and now, I am raising my family here — my wife is a dyslexia therapist for Garland ISD (16 year veteran) and both of our sons attend montessori at Luna Elementary.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

Mayor (one day only - 1988)

- on a field trip with Ms. Deborah Ferguson's 7th grade Texas History class from Austin Academy for Excellence

List civic or community endeavors in which you have been involved. (Keeton Park Golf Course &)
Volunteer Coach - The First Tee of Greater Dallas - Firewheel Golf Club (2009-2019)

What is your educational background?

Diploma, Texas Academy of Mathematics & Science at UNT, Denton, TX

B.S. Biology, The University of Texas at Dallas, Richardson, TX

J.D., Dedman School of Law, Southern Methodist University, Dallas, TX

What is your occupational experience?

Practicing attorney, licensed in Texas since 2002.

Owned own law practice since 2009.

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.



Applicant Signature

10/30/2020

Date

Return completed application to:

**City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov**



GARLAND
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CITY OF GARLAND
RECEIVED
NOV 20 2020
CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: GEORGE URBACH

Phone: [REDACTED]

Address: 2901 BECKET CT

Phone: [REDACTED]

City, State, Zip: GARLAND TX 75044

Email: [REDACTED]

U.S. Citizen? ☒ Resident of Texas for 66 years Resident of District 1 for 25 years

✓ Dallas County Voter Registration Number [REDACTED]

Have you ever been convicted of a Felony or Class A misdemeanor? NO

Are you in arrears for City taxes, City utilities or any other debt to the City? NO

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

See Att.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

NO

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

See Att.

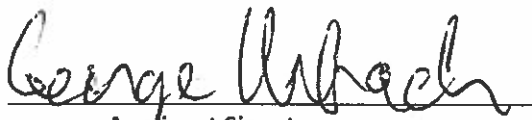
What is your educational background?

See Att.

What is your occupational experience?

See Att.

*I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for **District 1** has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.*


Applicant Signature


Date

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov

GEORGE URBACH

2901 Becket Ct., Garland, Texas 75044

Garland City Council
c/o City Secretary's Office
200 North Fifth Street
Garland, TX 75040

DEAR GARLAND CITY COUNCIL,

- Civic Endeavors: SpringPark HOA Board Member, 2020, 2015 and 2007; Sutton Place HOA from 1993 to 2007 District 7
- Education: Studies in business, tax, and law in the 1990's and 1980 's. UT Dallas, Amber University, North Texas State
- Occupation: Self employed since 1986, Alore LLC, Tax Practice; Residential real estate owner/mgr. in Garland and Galveston for 27 years. Former Hilton Hotels Comptroller.
- Other: References Doug Athas and Tim Campbell. I have known Doug over 25 years from the Sutton Place HOA days. Tim and I served on the SpringPark HOA board in 2007.
- City experience: I assisted the council with testimony regarding the implementation of the then controversial rental property ordinance. I spent time with the city attorney and code compliance on various matters with the controversies. I think I made a difference with final City policies.

George Urbach,



Enclosure

Application for Interim Appointment to the City Council



GARLAND
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Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: James VanDyke Phone: [REDACTED]
(Home)
Address: 6810 Galway Drive Phone: [REDACTED]
(Cell)
City, State, Zip: Garland, TX 75044 Email: [REDACTED]

U.S. Citizen? Yes Resident of Texas for 17 years Resident of District 1 for 7 years

✓ Dallas County Voter Registration Number [REDACTED]

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

Are you in arrears for City taxes, City utilities or any other debt to the City? No

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

I have a strong combination of experience with the City of Garland Boards, working with boards like the City Council, understanding of public funding methods like bond elections and working with real estate owners and developers. I understand this is a temporary position so I'm committed to both giving the citizens of District 1 representation and collaborating with the rest of the Council until a replacement member can be elected.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

I have served on the Garland Board of Adjustment since 2018. In addition, in previous jobs I directly supported the Rockwall ISD Board of Trustees, the Rockwall ISD Bond Planning Committee and the SMU Board of Trustees

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

Urban Land Institute Dallas, Society for Professional Services Marketing Board Member, AIA Retrospect, Construction Buckner Foster Care, Heights Church Building Committee

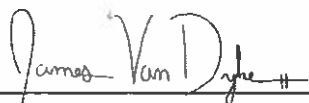
What is your educational background?

MBA in Marketing from SMU, Bachelors in Mass Communications from Samford University

What is your occupational experience?

Vice President and Marketing Director at REES Architects (2016 - Present), Marketing Director at Rockwall ISD (2011-2016), Digital Marketing at SMU (2006-2011).

*I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for **District 1** has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.*



Applicant Signature

11/20/2020

Date

I understand if selected I would have to resign from the Board of Adjustment. However my understanding is because this is not an election I am not required to resign from the Board of Adjustment unless I am appointed to the City Council.

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@garlandtx.gov



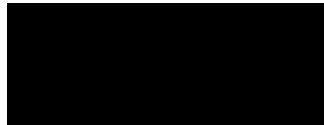
GARLAND

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Application for Interim Appointment to the City Council

Tracey M. Whitaker

6902 Clear Springs Parkway
Garland, State, 75044



U.S. Citizen? YES Resident of Texas for 25 years Resident of District 1 for 25 years

✓ Dallas County Voter Registration Number 

Have you ever been convicted of a Felony or Class A misdemeanor? NO

Are you in arrears for City taxes, City utilities or any other debt to the City? NO

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

- Tracey Whitaker, was a City of Garland appointee to the DART Board August 2008 until July 2011.
- Tracey is currently with the Home Depot Pro-Multifamily Division as a National Accounts Manager handling a 5 state region for 9 years.
- He was with the Xerox Corporation position of Vice President
- Director of Sales for FedEx Kinko's In Texas for five years.
- Whitaker has been an Adjunct Professor at Dallas Baptist University since 2000

If you have previously served on the City council or a City Board or Commission, Please specify and list dates of service.

Tracey Whitaker, was a City of Garland appointee to the DART Board August 2008 until 2012.

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

<u>YEARS</u>	<u>HIGHEST POSITION HELD</u>	<u>ORGANIZATION NAME</u>
01-14	Board of Directors	Spring Park Community
07-11	Board of Directors	Dallas Area Rapid Transit
05-11	Board of Directors	North Texas Crime Commission
95-97	Executive Board	Dallas Chamber of Commerce
95-96	Board Member	Dallas Citizen's Council
95-97	Board Member	Dallas Together Forum

96-87	Executive Board	SMU-Cox School of Business
95-97	Board of Directors	Junior Achievement-Dallas
95-97	Board of Directors	Senior Citizens Council
96-97	Board of Advisors	Asian Chamber of Commerce
95-97	Board of Directors	Dallas Symphony
74-20	Member	Omega Psi Phi Fraternity
74-97	Member	Xerox Community Involvement
96-97	Campaign Director	United Way of Dallas
95-96	Board of Directors	TACA

What is your Educational Background?

M.A. - Organizational Management / Conflict Resolution – Dallas Baptist University

B.B.A. - Business Administration - Bishop College

A.A. - Business Administration - Trinidad State Jr. College

Professional Mediator- Dallas Baptist University

Professional Arbitrator – Trained and Certified by Dispute Mediation Service – Dallas, Texas

What is your occupational experience

Home Depot Pro Multifamily

- **2011 – National Account Manager –Home Depot Pro-Multifamily Responsible for growing revenue, improving customer satisfaction, and increasing market share in North Texas, Oklahoma, and Arkansas, Louisiana, and Mississippi.**

Iron Mountain

- **2010 – 2011, Manager, Account Services**
 - Responsible for Account Management Services in Dallas, Austin, San Antonio, El Paso, New Mexico, and Oklahoma, to include driving the execution of sales strategy and customer retention strategies for maximum revenue growth and customer satisfaction.

Safeguard Business Systems

- **2008 – 2010, Vice President of Sales**

FedEx Kinko's

- **2002 – 2008 Director of Sales**
Other positions included: Director Strategic Alliances – Major Deals, General Manager Business Stationery Print Systems Division, Director of Sales for Major Deals & Diversity

Xerox Corporation

- **1997 – 2002 Global Accounts Operation – Dallas, TX.**
 - Managed top 40 global accounts for Xerox with revenues exceeding \$200 m
- **1995 - 1997 Vice President and General Manager - Dallas, TX.**
- **1994 –1995 Manager of Field Operations/Delivery -Rochester, NY.**

- 1991-1994 District Manager - Atlanta, GA.
- 1988-1991 District Manager - Charlotte, NC.
- 1984 -1988 District Sales Manager - Tampa, FL.
- 1982 – 1984 Sales Operations Manager - Atlanta, Ga.
- 1979 - 1981 Sales Manager, Memphis, TN.
- 1974 - 1979 Executive Account Representative - Dallas, TX.

ENTREPRENEUR

TCT WHIT Inc.

- Certified Mediator
- Certified Arbitrator

DALLAS BAPTIST UNIVERSITY

- 2001 to Current - Adjunct Professor - Dallas Baptist University
- Teach Conflict Resolution /Dispute Resolution Graduate Degree
- Teach Operations Management – Total Quality Management – Undergraduate level
- Certified Mediator with 25 cases mediated – Pro-Bono

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.



Applicant Signature



Date

Return completed application to:

City Secretary's Office
200 North Fifth Street Garland, TX 75040
Fax: 972-205-2504
Email:rdowl@garlandtx.gov



GARLAND

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CITY OF GARLAND
RECEIVED
NOV 19 2020

CITY SECRETARY

Application for Interim Appointment to the City Council

Please Type or Print Clearly:

Name: Angeles (Angie) Whitney

Phone:

Address: 4414 Firewheel Dr.

Phone:

City, State, Zip: Garland, TX 75044

Email:

U.S. Citizen? ☒ Resident of Texas for 22.5 years Resident of District 1 for 5+ years

Dallas County Voter Registration Number

Have you ever been convicted of a Felony or Class A misdemeanor? Never

Are you in arrears for City taxes, City utilities or any other debt to the City? Absolutely NOT!

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

Trained extensively @ City of Garland over the past 10 years thru Dallas College - Richland campus. I have trained folks w/ all depts and as a result I am very familiar w/ the interworkings of the city. I also train @ 8 other municipalities.

If you have previously served on the City Council or a City Board or Commission, please specify and list dates of service.

I have not served on any City Boards, Councils or Commissions

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

- one of the organizers of the first Habitat for Humanity Color Fun Run.
- Volunteer & foster w/ Doodle Dandy Rescue (served as social media coordinator until Sept. 2020)

What is your educational background?

Bachelors in Speech Comm.

What is your occupational experience?

I own a training organization:

Trainer Angle.com

- volunteer @ Safety Day @ Epiroc
- teach CPR

- Volunteer every year @ Safety Day w/ GFD
- member of the GCPAA
- Plu & Distribute food bank food in Garland.
- keynote speaker for Garland Chamber Events
- keynote speaker for Dallas college events (English & Spanish)

I hereby affirm that all statements herein are true and correct. I acknowledge that my appointment to the City Council is for an interim period only and will expire when a candidate for District 1 has been elected and sworn into office. I further acknowledge that I shall not again be eligible to serve in the same capacity on the City Council until one complete subsequent term of office has elapsed.


Applicant Signature

19 Nov. 2020
Date

Return completed application to:

**City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdow1@garlandtx.gov**



Angie Whitney

*Bi-lingual Master Trainer, Coach,
Motivational Speaker, Instructional
Designer, International Key Note Speaker*

INDUSTRY EXPERIENCE

- 2016 Key Note Speaker International Film Festival, Spain
- 2014 National Institute for Staff and Organizational Development (NISOD) Excellence Award recipient
- Richland College 2013-2014 Excellence in Teaching/Training (EIT) award for Corporate Services
- 2013 John & Suanne Roueche Excellence Award

Over the past 18 years Angie has designed and delivered her own material as well as trained Customer Service, Leadership, Management, Sales, Health and Safety, English as a Second Language, Spanish as a Second Language, Command Spanish, Diversity, Absence Management, and Interviewing Skills. She is comfortable conducting needs analysis to design and/or customize programs along with training many of the Professional Development Training, MHIGlobal (AchieveGlobal), DDI and American Management Association programs. She has worked with Fortune 10 companies, along with the Secret Service Presidential Protection Division, and recently developed and delivered customer service training for the George W. Bush Presidential Center, the Perot Museum of Nature and Science in Dallas, Texas and all departments at the Cities of Garland, TX. She has trained throughout the United States, Canada, Mexico, Spain, Switzerland, Columbia, Chile, Argentina and the Dominican Republic.

Angie spent 7 years with MHIGlobal (AchieveGlobal) and 8 years as a bi-lingual trainer for Verizon, training their Sales, Management and Front Line Wireline, Wireless and Fios teams in the United States, Puerto Rico and the Dominican Republic. She speaks both English and Spanish as natural languages with no accent in either language.

AREAS OF EXPERTISE

Angie is certified and extremely qualified in all types of soft skill and safety training. Industry experience:

- | | |
|----------------------|------------------------------------|
| • drilling | • gas and oil |
| • manufacturing | • military |
| • finance | • museums |
| • municipalities | • international telecommunications |
| • airline | • federal and local government |
| • hospitality | • all industry call centers |
| • marketing research | |
| • engineering | |
| • software | |

Angie has a bachelor's degree in Speech Communication (Public Speaking) with minors in Journalism and Psychology from San Diego State University.

Angie has developed and trained safety, first aid, leadership, and customer service extensively for manufacturing plants, gas and oil and municipalities including the Cities of Garland, Ft. Worth, Plano, Irving, Mesquite and Dallas County, along with the Perot Museum and the George W. Bush Presidential Center.

She began her career as a sportswriter/ broadcaster in San Diego, California. She then transitioned in to business to business sales earning salesperson of the month awards virtually every month she was in sales locally and nationally.

PERSONAL STYLE

Angie's high energy enables her to facilitate her classes by creating a comfortable and open learning environment. Her subject matter knowledge allows her to easily adapt every class to the business environment of the participants.

Angeles (Angie) Whitney

www.trainerangie.com

Trainer (English and Spanish)

Summary

A professional, positive, detail oriented, motivated private training professional, IBSTPI certified with more than 18 years of soft skill, technical and software training, fluent in English, Spanish and conversational in French. Successfully sold and trained for fortune 50 companies, in both the United States and abroad in Spanish speaking territories and countries. Highly proficient in transferring ideas from the theoretical to the practical role-played in the classroom and practice in the field.

Experience

TrainerAngie.com LLC

2006 to present

Trainer/Key Note/Motivational Speaker

- 2014 National Institute for Staff and Organizational Development (NISOD) Excellence Award recipient
- 2013 Richland College Excellence in Teaching/Training Award Winner
- 2013 John & Suanne Roueche Excellence Award Recipient
- Deliver/Facilitate classes in English and Spanish, face to face and virtual. Write custom leadership, customer service and sales classes for clients. Collaborate with business unit leaders to develop programs that support every employee "thinking like an owner" to achieve business success.
- Work with the Human Resource and Leadership Teams, to design and manage training projects that promote the overall message of the company.
- Designed and developed a competency based Leadership Development Program utilizing standardized assessment tools and a customized training based on customer needs.
- Designed and developed an OSHA based safety program, in English and Spanish for manufacturing plants to create a safe working environment. The program reaches all audiences from the experienced to those new to a safety program. All material is effective with participants that are both able and unable to read and write in English or Spanish.

Certified to train:

PD Training, MHIGlobal (AchieveGlobal) - Sales, Customer Service and Leadership, Acclivus, DDI, DISC, Emotional Intelligence, CPR/AED/First Aid, Command Spanish, IC3 - Internet and Computing Skills (Microsoft Office Professional Suite 2010 and Windows 7), English as a Second Language (ESL), Who Moved My Cheese, *FISH!*, Safety Training (OSHA) ALL certifications are for English and Spanish.

Industries include:

- | | |
|--|-----------------------------|
| • Call Center | • Security |
| • Museums/Libraries | • Municipalities |
| • Gas/Oil/Mineral Drilling | • Professional Sports Teams |
| • Production - hats, electronics, food, trucks, paint, tools, heavy duty equipment | • Senior Living Communities |
| • Telephony - Wireless and Wireline Insurance | • IT |
| • Pharmaceutical | • Accounting |
| • Agriculture | • Non-profits |
| | • Federal Government |

Richland, Collin, Brookhaven and Grayson Colleges

2009 to present

Trainer/Instructor - Workforce Development

Deliver/Facilitate classes in English and Spanish

- General Leadership Classes (Management Training) (English and Spanish)

- Customer Service (English and Spanish)

- Sales Training Classes (English and Spanish)

- Safety Training - OSHA (Front Line Production) (English and Spanish)

- Command Spanish

- English as a Second Language (ESL)

- DDI (English and Spanish)

- MHIGlobal (AchieveGlobal) (English and Spanish)

- Emotional Intelligence

- DISC

- FISH!

MHIGlobal (AchieveGlobal)

2006 to 2012

Trainer/Training Performance Consultant

Deliver soft skill communication classes throughout the World both face to face and virtual/web based in English and Spanish

Certified to train:

- Sales Training Classes (English and Spanish)

- General Leadership Classes (Management Training) (English and Spanish)

- Customer Service (English and Spanish)

- Delivery includes current MHIGlobal (AchieveGlobal) portfolio classes and pilot delivery of custom material. (English and Spanish)

Preferred Trainer for several clients.

Industries include: telephony, security, car and oil rig parts, call center, pharmaceutical, software development, IT, insurance, agriculture, HVAC, manufacturing, drilling, gas, oil, trucking, engineering and accounting.

Verizon, (External Contract Trainer)

2004 to 2006

Trainer

Train soft skill classes throughout the United States both face to face and virtual/web based. Design, write and deliver soft skill and software classes for Verizon in varied business units.

Certified to train:

- Communication Skills (Management Training)

- Attendance (Management Training)

- Includes Absence Management Tracking System (software) and FMLA

- Back to Basics (Call Center)

- Effective Communication and Emotional Intelligence

- Lunch and Learns On-line

- Communication Skills for 1st Line Supervisors

- Time Management for 1st Line Supervisors

- Business Protocol

- Software Training

- Absence Management Tracking Software

- Verizon Intranet

- Custom Sales Software

- Microsoft Word and Excel – entry level

Verizon, Irving, Texas

1996 to 2003

International and Domestic Trainer

Trained MHIGlobal (AchieveGlobal) and Acclivus soft skill classes in the United States (in English), Puerto Rico and the Dominican Republic (in Spanish). Designed, wrote and delivered soft skill and software classes for all teams at Verizon including both face to face and telephone sales people along with all call centers in both business to business and retail.

- Completed training all face-to-face sales people and managers at Verizon Dominican Republic in soft skills in a series of four classes. Classes were customized to fit need of the individual sales forces and the business culture of the country. Sales increased 120% by the end of year one. Saved Verizon over \$500K in contractor fees.
- Customized training classes to better suit the current needs of the sales force by updating and cutting the length of the courses to better support the client's needs. Reduced 3-day classes to 2-days and converted 3rd day to on the job coaching by the trainer.
- Increased productivity by rolling-out the use of "on-line" training allowing participants to join a "virtual" training class without incurring travel costs or losing "time on the street". Savings included \$1500 per person travel plus decrease in lost time.
- Certified to train the Data Training Class for Verizon Business to Business Sales folks including: the basics of telecom, DSL, Centranet, T1's, T3's, and Nortel/Norstar Telephone Systems.

Education

San Diego State University, San Diego, California

B.A., Public Speaking (minors - Journalism and Psychology)

Skills

- Fluent in English, Spanish and conversational in French and basic knowledge of Italian
- Strong Public Speaking/Platform Skills to any size group. Implement creative teaching techniques based on the participants.
- Creative design and delivery skills for both canned and custom written courses
- Focused and able to work independently by prioritizing and using excellent time management skills
- Strong ability to customize canned pre-developed courses based on the information gathered in needs analysis pertaining to the participants and their culture
- Maintain technical, software and business expertise by constant review of trade magazines and trade websites
- Debrief client on issues raised in the class both from a positive perspective and the issues that will need coaching. Debrief both in person and via all completed paperwork for the client based on the client's timelines.
- Participate in client visits to gain complete understanding of the client's products, needs and issues
- Learned HTML Programming and built several websites

Richland College and City of Garland Team Up for Employee Training Initiative

As trainer Angie Whitney began to wrap up her customer service class at the City of Garland Unified Learning Center, she asked each of the 25 participants in her class that day to tell her what each took away from the session.

Answers ranged from better ways to phrase questions to customers, to nonverbal cues to look for, to even that common sense is not universal.

"Remember, common sense is only common to those to whom it is common to," Whitney replied to the participant.

The end goal is to provide comprehensive, real-world training to city employees that will equip them to serve more efficiently the surrounding community and Garland residents.

"Participants look at the instructors as if they're city employees, which in a way they are," said Susan Fair. "And there is a camaraderie and trust factor that goes with that."

Whitney and the other instructors often receive feedback from students about how much they are learning in the classes and that word is spreading among employees that the training is truly valuable in the workforce. For instance, some employees with the Garland Senior Center realized that some of the paperwork was not serving the seniors very well. Because of the customer service training they attended, the employees worked to modify the paperwork in a way that made it better and easier for their clients, the seniors, to understand.

"By going through the customer service class, the impact was they modified their data to better suit the customer, which in the end is who the data are for," Whitney said.

This entry was posted in Community and Economic Development, Garland Campus and tagged city of garland, Dallas County Community College District, DCCCD, employee training, Garland, richland, Richland College, Richland College Garland Campus on September 25, 2014 by katie.

GATEWAY TO WORKFORCE TRAINING



Volume II, Issue 2

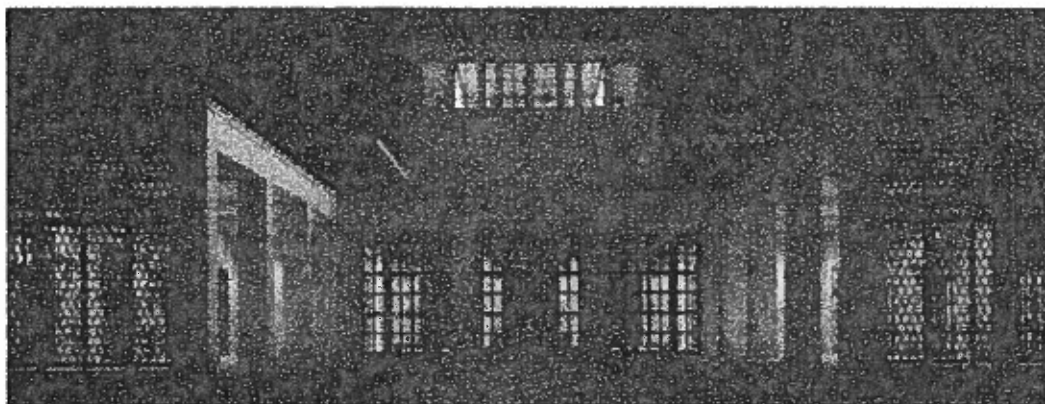
April 1, 2013

Richland College Partners with the George W. Bush Presidential Center

Richland College was selected by the George W. Bush Presidential Center to provide customer service training for 100 percent of their workforce (approximately 450 employees, volunteers and contractors). Angie Whitney, the trainer who has been delivering Customer Service training for the Perot Museum of Nature and Science, is also the trainer for the Bush Presidential Center.

Angie and Richland College Corporate Services Assistant Dean, Konley Kelley, met with Brian Cossiboom, Vice President of Operations for the George W. Bush Foundation, and Alan Lowe, Director of the George W. Bush Presidential Library and Museum, along with other Bush Presidential Center staff overseeing the volunteer/docent program, library facilities and the archives. The program designed for the Perot Museum was very appealing to the Bush Presidential Center team. Issues such as professional appearance, body language, listening skills, communication, proactivity and problem-solving were deemed essential to the make-up of the class. Angie stressed the "first impression" made by the staff at the museum as a central focus of the training. This resulted in a 4-hour class titled "Customer Service 100 First Impressions" customized for the Bush Presidential Center and the Bush Library and Museum personnel. Students participate in role play and group activities built around the unique and public environment they will serve. This includes greeting and helping visitors, special guests and dignitaries from diverse cultures and all walks of life.

The George W. Bush Presidential Center and George W. Bush Presidential Library and Museum is located on the SMU campus. It opens to the public on May 1, 2013. The partnership with Richland College for training will continue into the summer and hopefully many years to come.



GATEWAY TO WORKFORCE TRAINING

Volume I, Issue 7

February 1, 2013



Per[●]t

Museum of Nature and Science

Partnership with Perot Museum of Nature and Science

In the Fall of 2012, the new Perot Museum of Nature and Science contacted Konley Kelley at Richland College Corporate Services for Customer Service training. With the skills of instructor, Angie Whitney, a program with four components was developed to provide customer service customized for museum employees, guest services, events staff and supervisors. Angie also teaches in the Office Specialist program at the Richland College Garland Campus. She encouraged her students to contact the Perot Museum for employment. Four students, Sharon Mora, Lauren Holt, Dianna Carey and Brook Perkins were hired by the museum. We met with the students recently and asked them about their experiences at the Perot Museum. Along with the beauty of the building and views of downtown Dallas, they all love seeing the expressions on visitor's faces as they view the exhibits—many of which offer interactive experiences. Three of the students work in guest services and one works at the theatre. They each interact with the public everyday and use the skills they learned at Richland College. Thanks to the support of Angie and others, three of the students have enrolled as credit students at the college. The Perot Museum is a first step—and an amazing first step—to a better life and career for these young women.

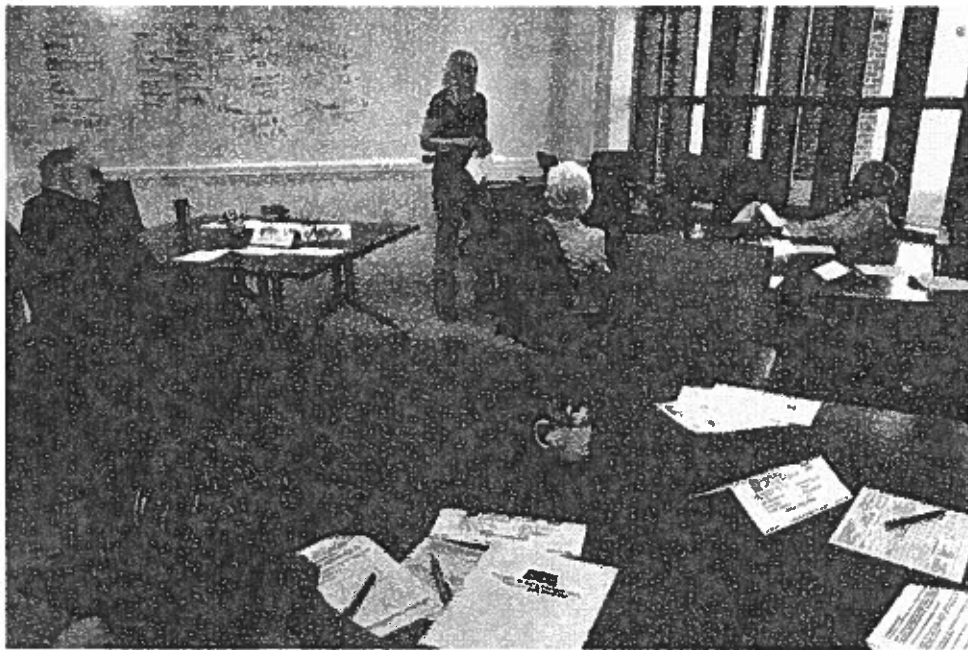
"Richland College has been a true partner in helping us provide an exceptional guest experience to our customers. They took the time to really learn our business and develop targeted training specific to our museum environment. Our instructor, Angie Whitney, has taken such a personal interest in our business that many employees think she is a museum employee. As a secondary benefit, our partnership with Richland has helped our recruiting efforts. Richland has referred new hire candidates to us who were attending Richland training programs. The referrals have helped us hire candidates who have already been trained on the skills we seek and as a result will have a much higher probability of retention."

Mike Costello, Vice President, Human Resources
Perot Museum of Nature and Science



L-R Konley Kelley, Lauren Holt, Angie Whitney, Brook Perkins, Dianna Carey, Mike Costello, Sharon Mora

Richland College trains new employees for Bush Center, Perot Museum



Richland College Corporate Services' track record of providing exceptional training for area businesses has resulted in the opportunity to work with some of Dallas' most prestigious institutions.

Training offered by Richland College came highly recommended to leaders of the Perot Museum of Nature and Science, so they contacted Konley Kelley, assistant dean of corporate services, in fall 2012. Richland College provided training for the museum's new employees.

Richland College's successful relationship with the Perot Museum, which opened in December 2012, opened the door a few months later to work with another high-profile client – the George W. Bush Presidential Center which opened in May 2013.

"The Perot Museum referred us to the George W. Bush Presidential Center," Mr. Kelley said. "Our partnership with the Bush Center has been phenomenal. It is an excellent story about quality training, local collaboration and making a difference with great customer service."

Angie Whitney, an energetic, savvy corporate trainer for Richland College, has been teaching the customer service classes for the Perot Museum and the Bush Center. She said Richland College was in the running with other top, national, professional development organizations including the Disney Institute.

"Working with the Perot Museum and the Bush Center is a big deal," Ms. Whitney said. "These are marquee clients. They bring a 'celebrity' factor. We have had and will continue to have business from doing this training."

Every employee and volunteer at the Bush Center, which houses the Bush Presidential Library, Museum and Bush Institute, will complete Ms. Whitney's customized, introductory-level customer service program.

"That's nearly 450 participants at the Bush Center," Mr. Kelley said. "Ultimately, I anticipate Angie will have led classes for nearly 1,000 employees and volunteers at the two institutions."

At the Bush Center, Ms. Whitney's "Customer Service 100 – First Impressions" class teaches participants how to communicate with the center's guests and create a welcoming atmosphere.

In a recent training class, Ms. Whitney educated participants about the various ways Bush Center patrons will experience the museum (through sight, sound and touch) and how to effectively use communications styles – verbal (actual words used), vocal (tone of voice) and non-verbal (body language).

In her training, Ms. Whitney stresses the importance of remaining culturally neutral as visitors to the museum come from many backgrounds and beliefs.

"We're here to meet their needs at the museum," she said. "That means communicating well, but it also means knowing when to step back and let them just experience it for themselves."

One area of the museum that is better experienced with less guidance is the September 11 exhibit. This section includes a multimedia display of images, the iconic bullhorn Mr. Bush used when addressing the crowd at Ground Zero and a twisted piece of steel from one of the World Trade Center buildings.

"Unless visitors engage you, you should avoid interaction in the 9/11 area," she said. "It's very emotional for some people. It brings back memories and I've seen people fighting back tears. So hang back, but be ready if people want to talk to you."

Part of Ms. Whitney's training addresses how employees should respond to controversial statements or provocative questions from patrons. All presidents have critics and that doesn't change once they leave office, Ms. Whitney told the class.

The highest priority for Bush Center employees and volunteers is to be professional, courteous and neutral. She taught the class not to engage in political conversations. Neutrality is important even when patrons have positive comments.

"The biggest compliment you can receive is for people not to know your political views," Ms. Whitney encouraged. "It's not your job to agree, argue or apologize. You can simply say that the Bush Center is a federal, non-partisan facility, and we don't discuss politics."

Class participants ran through some scenarios to practice remaining neutral, and many members of the class found that aspect of the training helpful.

"We really learned how to handle sticky situations. We have to be professional at all times," said Sandra Clark, a Bush Center employee. "Angie had lots of visuals and she's outgoing and friendly. She was very thorough."

Walking through the museum lobby after the class, a bubbly docent reached out with a bright smile to shake hands with Ms. Whitney.

"Your class was great!" said Cindy Belisle, Bush Center volunteer. "It made me think. I have to anticipate what the people coming here are thinking. We learned so much. Thank you!"

It's no wonder that Ms. Whitney has been nominated for a 2013 Excellence in Teaching award, one of Richland College's highest honors. Recipients of the awards, given in full-time, adjunct, continuing education and associate faculty categories, will be announced in August at Richland College's Fall Convocation.

This entry was posted in Community and Economic Development, Garland Campus, News and tagged Bush Center, Bush Library, corporate training, customer service training, George W Bush, George W. Bush Presidential Center, Perot Museum, Perot Museum of Nature and Science, Richland College, Richland College Corporate Services, Richland College Garland Campus on July 12, 2013 by Jenni Gilmer.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: November 30, 2020

Item Title: Legislative Ad hoc Committee

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

Regular Item(s):

Appoint a Legislative Ad hoc Committee

Ad hoc committees may be created by the Mayor, with the consent of the City Council, or by the City Council, and its members appointed by the Mayor for a specific purpose, project or issue. The committee shall continue until the project is completed, at which time it will be dissolved, unless earlier dissolved by the Mayor, with the consent of the City Council.

Recommendation/Action Requested and Justification

Discussion
