



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

Monday, November 18, 2019

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

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

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

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

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

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

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

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

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

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. Funding Agreement with North Central Texas Council of Governments for Shiloh Road

Council is requested to authorize the City Manager to sign the funding agreement with the North Central Texas Council of Governments. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

b. Food Permit Revocation for Consecutive Failing Scores and Posting of Unannounced Inspection Scores at Restaurants

Council is requested to consider an ordinance that would provide for food permit revocation for establishments that score below 60 on three unannounced inspections within an 18-month period. This item is scheduled for formal consideration at the November 19, 2019 Regular Meeting.

c. Sale of City Property - 1700 Block Spencer Road, Denton, Texas (Spencer Electric Generation Facility)

Council is requested to approve the sale of 2.194 acres of land and an access easement located in Denton, Texas in the 1700 Block of Spencer Road at the City of Garland Spencer Electric Generation Facility. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

d. Weaver Elementary Parking Restrictions

Council is requested to restrict motorists from parking anytime on the east side of Mars Drive from Pleasant Valley Road to 320 feet north. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

e. Single Stream Recyclable Materials Transport, Processing and Marketing Agreement

Council is requested to modify the Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City and FCC authorizing the City Manager to initiate payments to FCC for tipping fees for recyclable materials. This item is scheduled for formal consideration at the November 19, 2019 Regular Meeting.

f. Approval of Fall 2019 Neighborhood Vitality Matching Grant Submissions

Council is requested to approve the applications for the Neighborhood Vitality Matching Grant.

4. Verbal Briefings:

a. Rick Oden Master Plan Final Concept

In the approved 2019 Bond Program, Rick Oden Park was designated to receive major renovations. Staff was authorized to develop a master plan to re-design the park and engage Kimley-Horn and Associates. John Fielder with Kimley-Horn as well as staff will present the concept plan and be available to discuss any aspects of the design. A public hearing will be held on this item at the November 19, 2019 Regular Meeting to obtain further input from the community prior to advancing design efforts. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

b. Skate Park Final Concept

On February 5, 2019, City Council approved the services of Newline Skateparks to begin the concept design of the proposed skate park in Rick Oden Park. Staff held two public input meetings to garner feedback from the community as to what priorities the Garland citizens and other skate park users have for the proposed park. A public hearing will be held on this item at the November 19, 2019 Regular Meeting to obtain further input from the community prior to advancing design efforts. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

c. Homeless Task Group Initiative Update

The Police Department will update Council on the activities of the multi-department homeless task group.

d. Shopping Cart Ordinance Update

The Police Department will update Council on the implementation of the shopping cart ordinance that was adopted at the September 3, 2019 Regular Meeting.

e. Sex Offender Ordinance

The Police Department will present an updated draft of the sex offender ordinance that will place residency restrictions around areas where children commonly gather.

f. Statement of Concern Regarding the Texas Legislature and Local Governments

At the November 4, 2019 Work Session, Council discussed adopting a statement of concern regarding comments by Speaker of the House Dennis Bonnen about local governments and local government officials. Council directed that a revised resolution be prepared containing that statement of concern. A revised draft resolution has been placed on the November 19, 2019 Regular Meeting as an item for individual consideration. At the conclusion of the work session, the Mayor asked that the item also be placed on this work session for further discussion and refinement as Council considers necessary.

g. Administrative Services Committee Update

Robert Smith, Chair of the Administrative Services Committee, will provide a committee report on the following items:

- OPEB Contributions*
- City participation in Civil Evictions*
- Rescheduling of first Tuesday Council Regular Session in November on a permanent basis*

h. Internal Audit Committee Report

Rich Aubin, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- *External Audit - FY/2019 Annual Audit*
- *Expense Report Audit*
- *Kraft Employee Retention Audit*
- *FY/2020 Annual Audit Plan*

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:

The City Council will adjourn into executive session pursuant to Sections 551.071 and 551.089 of the Texas Government Code to deliberate or discuss:

1. Attorney-client matters deemed confidential by law in regard to places of worship in single-family zoning districts;
2. Personnel matters related to the appointment of municipal judges; and
3. Network security information and risk assessment of City IT networks and data.

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: November 18, 2019
Item Title: Funding Agreement with NCTCOG for Shiloh Road
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Growing Economic Base
Well-Maintained City Infrastructure
Safe Community
Vibrant Neighborhoods and Commercial Centers
Sound Governance and Finances
Future-Focused City Organization

ISSUE

The City of Garland has previously been awarded \$12.5 million for funding through the Regional Transportation Coalition (RTC) for the reconstruction and widening of Shiloh Road between Kingsley Road and Miller Road. The RTC has granted an additional \$6.25 million for this project to the City of Garland for construction of this project. In order to accept the additional funding and have it programmed by the NCTCOG, the City of Garland and the NCTCOG must enter into a funding agreement.

RECOMMENDATION

Authorize the City Manager to sign the funding agreement with the NCTCOG. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

BACKGROUND

Shiloh Road from LBJ to the President George Bush Turnpike is one of the most congested corridors within the City of Garland. Much of the pavement south of Walnut has also reached the end of its life cycle. The City has approached addressing these capacity and pavement issues by proceeding from the south to the north basis due to the congestion being increasingly more severe on the southern sections.

The first section of Shiloh Road between IH 635 and Kingsley was included in the 2004 Bond Program and is currently under construction with generous assistance from Dallas County. The next section to be reconstructed is between Kingsley Road and Miller Road. Funding for this was included in the 2019 Bond Program. Partnership funding from the RTC was anticipated as the \$3 million City-cost figures were developed for the Bond Program.

The RTC contribution would be up to \$18,750,000 toward an estimate overall project cost of \$24,750,000. A funding agreement is needed between the City of Garland and the NCTCOG in order for the project to be placed on the NCTCOG TIP funding schedule.

The Transportation, Infrastructure and Mobility (TIM) subcommittee of the Council has considered this item and recommended that it be forwarded for consideration to the full Council.

CONSIDERATION

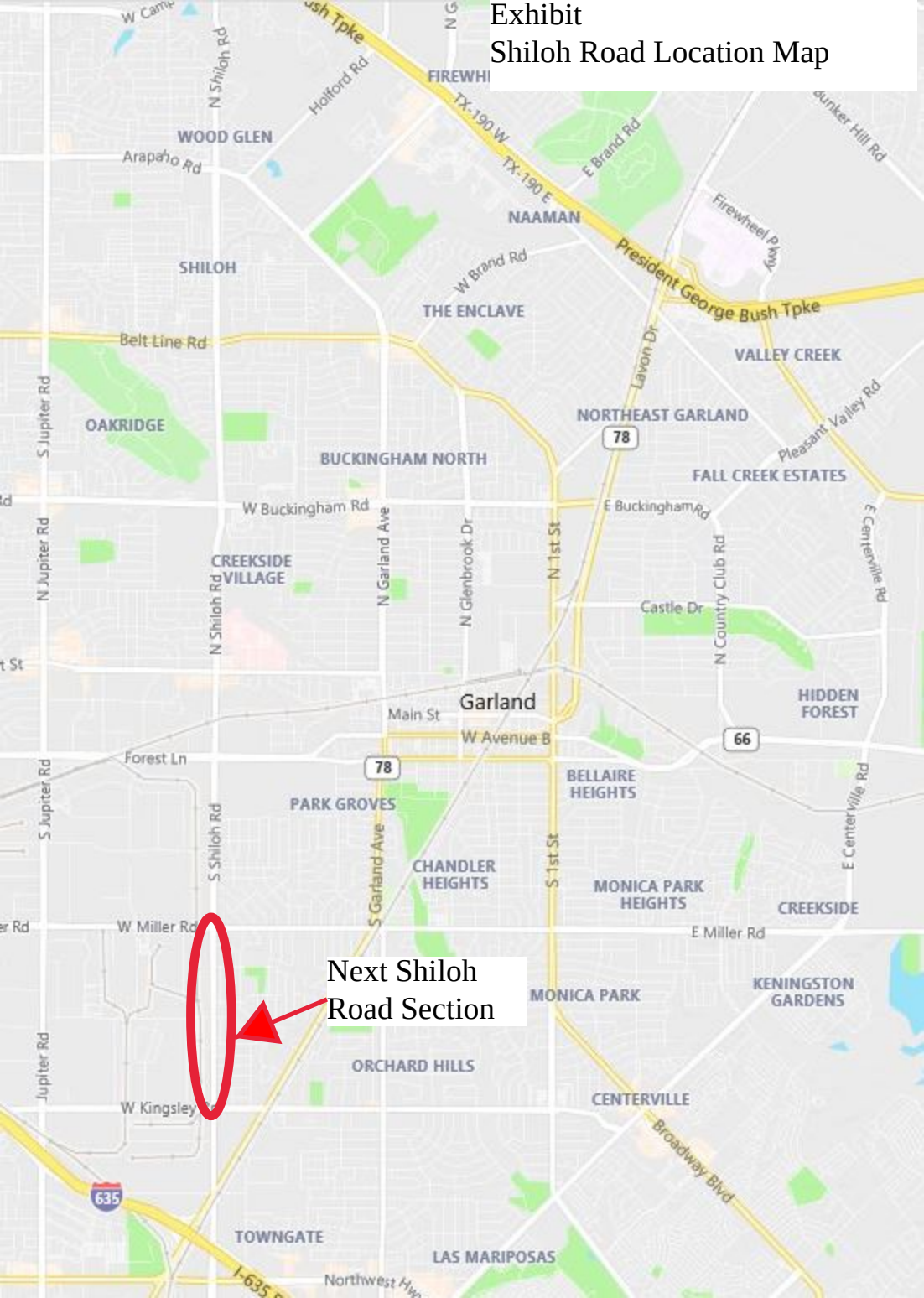
A funding agreement must be signed with the NCTCOG in order to receive the funding.

Attachments

Shiloh Road Overview
NCTCOG Agreement

Exhibit

Shiloh Road Location Map



Next Shiloh
Road Section

**AGREEMENT FOR AWARD OF TRANSPORTATION DEVELOPMENT CREDITS
BETWEEN
THE REGIONAL TRANSPORTATION COUNCIL
AND
The City of Garland**

This Agreement is entered into by and between the Regional Transportation Council (RTC), acting in its capacity as policy body for the Metropolitan Planning Organization (MPO), and the City of Garland. The purpose of this Agreement is to outline the roles and responsibilities of each party with respect to Transportation Development Credits (TDC) awarded for purposes of the Shiloh Road from Kingsley Road to Miller Road project.

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is designated as the MPO for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the RTC, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions; and,

WHEREAS, 23 U.S.C. §120 permits a state to use certain toll revenue expenditures, TDCs, formerly called toll credits, as a credit toward the non-Federal share of all programs authorized by Title 23, with the exception of emergency relief programs, and for transit programs authorized by Title 49, Chapter 53; and,

WHEREAS, 43 Tex. Admin. Code §5.106 authorizes an MPO to award TDCs allocated to it by the State and 43 Tex. Admin. Code §5.110 requires an agreement be entered into between the MPO and entity awarded TDCs prior to and in order for those credits to be used; and,

WHEREAS, on December 13, 2018 and October 10, 2019, the RTC awarded a total of 3,750,000 TDCs to the City of Garland for improvements to Shiloh Road from Kingsley Road to Miller Road, consisting of widening the facility from four to six lanes with sidewalks; and,

WHEREAS, the City of Garland desires to use the TDCs awarded to it in lieu of the required local cash match for the federally funded transportation project listed above.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants contained herein, NCTCOG and the City of Garland agree as follows:

AGREEMENT

1. RTC has awarded 3,750,000 TDCs to the City of Garland for use as described herein.
2. The City of Garland agrees to utilize the TDCs for the project identified and described herein as match to certain federal grant funds totaling approximately \$18,750,000.
3. Any unused TDCs shall be reallocated to other projects as solely determined by the RTC.
4. The City of Garland will be required to execute a separate funding agreement with a party other than RTC and/or NCTCOG for the federal grant funds referenced above.

5. Neither Party may assign this Agreement in whole or in part, without first obtaining the written consent of the other Party.
6. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
7. The Parties shall negotiate in good faith toward resolving any disputes that arise under this Agreement, which shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action under this Agreement shall lie exclusively in Tarrant County, Texas.
8. This Agreement constitutes the entire agreement of the Parties with respect to the matters contemplated herein and supersedes all prior understandings and agreements regarding such subject matter. This Agreement may be modified or amended only in writing, signed by all Parties hereto.
9. The effective date of this Agreement is the date of last signature by the parties hereto.

Signed and Duly Executed by the Parties Below:

Bryan Bradford
City Manager
City of Garland

Date

Michael Morris, P.E.
Staff Director
Regional Transportation Council

Date



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. b.

Meeting Date: November 18, 2019

Item Title: Food Permit Revocation for Consecutive Failing Scores and Posting of Unannounced Inspection Scores at Restaurants

Submitted By: Jason Chessher, Health Director

Summary of Request/Problem

On August 6, 2019, the Community Services Committee discussed the concept of an ordinance that would revoke food permits of establishments with numerous failing scores. The Community Services Committee discussed the issue again during the meeting on September 10, 2019 and the Committee moved to recommend an ordinance that would revoke the food permit of establishments that score below 60 on three unannounced inspections within an 18-month period.

This issue was discussed by Council at the October 7, 2019 Work Session and staff was directed to draft an ordinance that would provide for permit revocation for establishments that score below 60 on three unannounced inspections within an 18-month period (Section 1 of the attached document), and to develop an ordinance that requires establishments to post scores of unannounced inspections (Section 3 of the attachment). Additionally, staff included an ordinance that would prohibit the sale of a food establishment, whose permit was revoked, to a close relative (Section 2 of the attachment).

Recommendation/Action Requested and Justification

Staff requests that Council consider the draft ordinance and provide direction. This item is scheduled for formal consideration at the November 19, 2019 Regular Meeting.

Attachments

Draft Ordinance

- DRAFT -

For Discussion Purposes Only - Non-Final and Unapproved

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 22, "HEALTH" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Chapter 22, "Health" of the Code of Ordinances of the City of Garland, Texas, is hereby amended by amending the revision of 228.247(h) of the Texas Food Establishment Rules as made by Sec. 22.26 of the Code of Ordinances to read as follows:

"228.247(h) Revocation of permits. A permit may be permanently revoked for serious or repeated violations of any of the requirements of this article, or for interference with an employee of the regulatory authority in the performance of his or her duties, or for having scored fifty nine or below on three or more unannounced food service inspections within an eighteen month period. Prior to such action, the regulatory authority shall notify the permit holder in writing, stating with reasonable particularity the reasons for which the permit is subject to revocation, and advising that the permit shall be permanently revoked at the end of five days following service of such notice, unless a request for a hearing contesting the decision is filed with the regulatory authority within such five day period with the regulatory authority. A permit shall be suspended pending its revocation or pending any hearing contesting the proposed revocation."

Section 2

That Sec. 22.26 of Chapter 22, "Health" of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new revision of 228.247 of the Texas Food Establishment Rules to read as follows:

"228.247(k) Prohibited operations after permit revocation. A person related within the fourth degree by consanguinity or affinity to the holder of a food permit that has been revoked pursuant to subsection (h) may not, for a period of one hundred eighty days from the date of the revocation, apply for a food

permit in connection with the establishment for which the food permit was revoked. In this subsection, "person" includes without limitation each member of a partnership or association, each member of a limited liability company and, with respect to a corporation, each officer and the owner or owners of a majority of the corporate stock."

Section 3

That Sec. 22.26 of Chapter 22, "Health" of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new revision of 228.247 of the Texas Food Establishment Rules to read as follows:

"228.247(1) Posting of food inspection scores. All food establishments shall post, on a form provided by the regulatory authority, the most recent unannounced inspection score or scores (if two or more scores are available for the food establishment). The form shall be placed on or near the entrance of the food establishment in plain view of the public. No person may remove, cover, alter, deface, or other make unreadable the posted form. The form shall remain posted until a new scoring form is issued by the regulatory authority for the food establishment, at which time the new scoring form shall be posted."

Section 4

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

Section 5

That Chapter 22, "Health" of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

PASSED AND APPROVED this the _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: November 18, 2019

Item Title: Sale of City Property – 1700 Block Spencer Road, Denton, Texas
(Spencer Electric Generation Facility)

Submitted By: Jeff Janke, Administration

Strategic Focus Areas: Sound Governance and Finances

ISSUE

Consider the sale of 2.194 acres of land and an access easement located in Denton, Texas in the 1700 Block of Spencer Road at the City of Garland Spencer Electric Generation Facility (see attachment).

OPTIONS

- A. Approval of the sale of 2.194 acres of land and an access easement located in Denton, Texas in the 1700 Block of Spencer Road at the City of Garland Spencer Electric Generation Facility.
- B. Do not approve.

RECOMMENDATION

Staff recommends the approval of the sale of the 2.194 acres of land and the access easement located in Denton, Texas in the 1700 Block of Spencer Road at the City of Garland Spencer Electric Generation Facility. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

BACKGROUND

The City was approached by the City of Denton for the purchase of a tract of land and an access easement across the City's Spencer Generation Facility located in Denton, Texas. The tract of land is 2.194 acres and the access easement covers 0.076 acres. The City of Denton requested the purchase of the land and access easement for the purpose of constructing electric transmission and substation facilities. These facilities help support the reliability of the transmission grid in the area, which is a direct benefit to the operations of the Spencer Generating Facility.

The 2.194-acre tract of land is located on the southern part of the Spencer Generation Facility site and is adjacent to installations owned by Atmos Energy and TMPA. GP&L auxiliary equipment, components, and structures are north of the tract of land. Due to the location of the tract, and its proximities to the Atmos Energy and TMPA installations, the subject tract would not

be viable for future GP&L generation expansion activities.

An appraisal of the land and access easement was performed. Based on the appraisal, GP&L is requesting \$298,132.00 for the purchase of the 2.194-acre tract and the 0.076-acre access easement, to which the City of Denton has agreed.

CONSIDERATION

Staff seeks the Council's concurrence in selling its interest in the 2.194 acres of land and the 0.076-acre access easement at 1700 Block of Spencer Road in Denton, Texas at the City of Garland Spencer Electric Generation Facility for a total monetary compensation of \$298,132.00.

Attachments

Contract of Sale

CONTRACT OF SALE

On the terms and provision of this Contract of Sale ("Contract"), the **City of Garland, a Texas home-rule municipality** ("Seller" or "Garland") hereby agrees to sell to the **City of Denton, a Texas home-rule municipality** ("Purchaser" or "Denton"), and Purchaser hereby agrees to purchase from Seller, the following described real estate situated in Denton County, Texas, to-wit:

FEE TRACT:

Being approximately 2.194 acres of land in Denton County, Texas, being part of Lot 3, Block 2, Municipal Utility Addition, and being more particularly described and depicted within Exhibit A to Attachment 1, which is attached hereto and incorporated herein for all purposes, in fee simple together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right and interest of Seller in and to adjacent streets, alleys, or rights-of-way, such real estate, improvements, rights and appurtenances; and

ACCESS EASEMENT 1:

An Access Easement for the benefit of Denton covering approximately .076 acres of land in Denton County, Texas, being part of Lot 3, Block 2, Municipal Utility Addition, and being more particularly described within Exhibit A and depicted in Exhibit B to Attachment 2, which are attached hereto and incorporated herein for all purposes (**collectively, "Property"**).

As part of the consideration for Seller's conveyance of the Property, Denton agrees to grant, convey, execute, and deliver to Garland the following described easement situated in Denton County, Texas, to wit:

GARLAND ACCESS EASEMENT:

An Access Easement for the benefit of Garland covering approximately .210 acres of land in Denton County, Texas, being part of Lot 3, Block 2, Municipal Utility Addition, and being more particularly described within Exhibit A and depicted in Exhibit B to Attachment 3, which are attached hereto and incorporated herein for all purposes (**"Garland Access Easement"**).

WITNESSETH:

WHEREAS, Garland is the Owner of a tract of land, which is immediately adjacent to real property owned by Denton, in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of the Municipal Utility Addition, an

addition to the City of Denton, Texas, and used for electrical utility purposes ("Spencer Interchange");

WHEREAS, Denton is in need of the Property for the expansion of the Spencer Interchange; and

WHEREAS, Garland will require access to its remaining real property ("Remainder Tract") via the Garland Access Easement if the transaction contemplated herein is consummated.

NOW THEREFORE, for good and valuable consideration, this Contract is executed upon the following terms and conditions:

1. **Purchase Price.** The cash amount for the Property due from Denton at closing is \$298,132.00 ("Purchase Price").

2. **Earnest Money; Title Company; Purchase Agreement:** Within five (5) business days of the full execution of this Contract, Purchaser shall deliver the sum of \$1,000.00 ("Earnest Money") to **Republic Title, 201 Main Street, Suite 1400, Fort Worth, Texas 76102** ("Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract. The Earnest Money shall be invested in an interest bearing account under Purchaser's Federal Tax I.D. number, and the interest shall be added to and become part of the Earnest Money. In addition, within five (5) business days of the full execution of this Contract, Purchaser will deposit with Title Company a fully executed original counterpart of this Agreement. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser in this Contract, the Earnest Money will be promptly refunded and disbursed to Purchaser, 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.)

3. **Transaction Costs**

A. Seller will pay the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and certificates or reports of ad valorem taxes.

B. Purchaser will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs of work required by Purchaser to have the survey reflect matters other than those required under this contract. Purchaser shall not be responsible for Seller's attorney fees.

4. **Approval Periods and Title.**

A. Purchaser shall have fifteen (15) days after the Effective Date to review the Title Binder and to deliver in writing to Seller such objections as Purchaser may have to anything

contained in them. Any such item to which Purchaser shall not object shall be deemed a "Permitted Exception". If there are objections by Purchaser, Seller may, but shall not be obligated to, attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. Purchaser's failure to object within the time provided will be a waiver of the right to object. If Seller delivers written notice to Purchaser ("Seller's Title Notice") on or before the end of the Closing date that Seller is unable or unwilling to satisfy such objections (and in the event Seller fails to deliver Seller's Title Notice on or before such date, then Seller shall be deemed to have sent Seller's Title Notice on such date stating that Seller will not or cannot cure any of the objections), Purchaser may either waive such objections and accept such title as Seller is able to convey or terminate this Contract by written notice to Seller and receive the refundable portion of the Earnest Money immediately from the Title Company. Purchaser must send such notice of termination prior to the end of the Closing date. If Purchaser does not so terminate, the waived objections shall be Permitted Exceptions. If for any reason Seller is unable to convey title in accordance with Section 4(B) below, Purchaser may either waive such objections and accept such title as Seller is able to convey at the Closing or terminate this Contract by written notice to Seller at the Closing and receive the refundable portion of the Earnest Money immediately from the Title Company. Zoning ordinances shall be deemed to be Permitted Exceptions. As used herein, the term "Permitted Exceptions" shall mean all matters described herein as being exceptions to title; all matters revealed in the Title Binder and in the Survey to which Purchaser does not timely object; and all matters revealed in the Title Binder to which Purchaser does timely object, but waives, or is deemed to have waived, the objection pursuant to this Section 4.A.

B. Seller represents and warrants to Purchaser that at the Closing Seller will have and will convey to Purchaser good and indefeasible title to the Property free and clear of any and all encumbrances except the Permitted Exceptions.

5. Closing.

A. The Closing of this Contract (the "Closing") shall be held on or before **sixty (60) days** after the Effective Date. The Closing shall occur at the offices of the Title Company at its address stated above.

B. At the closing, Seller shall deliver to (1) the Title Company, all documents reasonably required by the Title Company to close this transaction, and (2) Purchaser, (i) all fully executed aforementioned instruments conveying the Property from Garland to Purchaser, and (ii) possession of the Property. Any tenants in possession will either be month to month or under written leases that specifically authorize termination of the lease by the Purchaser following the transaction.

C. At the closing, Purchaser shall deliver to (1) the Title Company all documents reasonably required by the Title Company to close this transaction, and (2) Seller (i) the cash portion of the Purchase Price (with the Earnest Money being applied thereto), and (ii) the fully executed Garland Access Easement instrument.

D. Taxes, ad valorem or otherwise, for the Property, if any, for the then current calendar year shall be prorated at the Closing effective as of the Closing date pursuant to *Texas Tax Code* § 26.11. Seller shall credit against the Purchase Price the amount of Seller's pro rata portion of such taxes. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, and shall be final. Notwithstanding anything herein to the contrary, Seller must pay the amount of any and all rollback taxes or other taxes resulting from any change in land usage or ownership that may become due with respect to any calendar year prior to the calendar year in which Closing occurs and all such taxes for the Property with respect to the elapsed portion of the calendar year in which Closing occurs, regardless of whether such taxes become due after the date of Closing. If the Property is not a separate tax parcel, the taxes for the parcel of which the Property is a part ("Tax Parcel") shall be allocated between the Property and the remainder of the tax parcel based on the respective square footage, and the amount so allocated to the Property shall be prorated as described above. At such time as Seller or Purchaser receives the tax statement for the Tax Parcel for the year in which the Closing date occurs, the receiving party agrees to forward a copy of the statement to the other party. After the Closing and until the Property and the remainder of the Tax Parcel have been identified as separate tax parcels on the tax rolls of the applicable taxing authorities, Seller and Purchaser agree to cooperate with each other, and with any other purchaser of any portion of the Tax Parcel, in paying the taxes assessed against the Tax Parcel prior to delinquency. To the extent allowed by law, Purchaser and Seller shall each indemnify the other against, and shall hold the other harmless from, any losses, costs, expenses, liabilities, obligations, actions, causes of action, liens and/or damage incurred by or asserted against the other party, including, without limitation, attorneys fees and cost of court, resulting from either party failing to so cooperate. The obligations of Seller and Purchaser contained in this Section 5(D) shall survive the Closing.

E. If the Property is situated within a utility district subject to the provisions of the Texas Water Code, then at or prior to the Closing Seller agrees to give Purchaser the written notice required by the Texas Water Code and Purchaser agrees to sign and acknowledge the notice to evidence receipt thereof.

6. **Termination.** If this Contract is terminated by Purchaser in accordance with any provision of the Contract that entitles Purchaser to receive the Earnest Money, the Earnest Money shall be promptly refunded to Purchaser, and the parties shall have no further obligation or liabilities one to the other, except to the extent they expressly survive the termination of this Contract.

7. **Default.** If Seller shall fail or refuses to consummate this Contract for any reason, except Purchaser's default, Purchaser may at its option, and as its sole and exclusive remedy, (a) terminate this Contract by written notice to Seller within ten (10) days after the failure or refusal and immediately receive the refundable portion of the Earnest Money, or (b) pursue a suit for specific performance of this Contract; provided, however, if Purchaser does not file the lawsuit for specific performance within thirty (30) days after the scheduled Closing date, then Purchaser

shall be deemed to have waived the right to sue for specific performance and to have elected to terminate this Contract under clause (a) above and receive the Earnest Money.

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Seller shall have the right to terminate this Contract and have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole and exclusive remedy. Such amount is agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof; and no other damages, rights, or remedies shall in any case be collectible, enforceable, or available to Seller other than as specified in this paragraph, but Seller shall accept said cash payment as Seller's total damages and relief.

8. **Commission.** Nothing contained herein shall limit, restrict, impair, or diminish the rights of Purchase and Seller to amend this Contract to change the Purchase Price or modify any other terms of this Contract. In connection therewith, Seller does hereby represent and warrant that it, its officers, employees, and agents, have contracted for no other real estate commissions or similar fees and Seller has not acted in a manner so as to give rise to a claim for such real estate commissions or similar fee. Seller shall be solely responsible for the payment of any and all real estate commissions, claims to such commissions and/or similar type fees arising, directly or indirectly out of this transaction and based upon the actions of Seller. Seller does hereby agree to indemnify and defend Purchaser against and hold Purchaser harmless from any and all such real estate commissions, claims to such commissions or similar fees, including attorneys' fees incurred in any lawsuit regarding such commissions or fees to the extent such claims or liabilities are based upon the actions of Seller. In connection therewith, Purchaser does hereby represent and warrant that it, its officers, employees, and agents, have contracted for no such real estate commissions or similar fees and, except for the fees to the above-named Brokers contemplated herein, Purchaser has not acted in a manner so as to give rise to a claim for such real estate commissions or similar fee. Purchaser does hereby agree to indemnify and defend Seller and hold Seller harmless from and against any such real estate commissions or similar fees, including costs and attorneys' fees incurred in any lawsuit regarding such commissions and fees to the extent that such claims and liabilities are based upon actions of Purchaser. The indemnity provisions of this Section 8 shall survive the Closing or termination of this Contract.

9. **Miscellaneous Provisions.**

A. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or sent by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

<u>If to Seller:</u>	City of Garland
	Steve Martin
	510 W. Avenue B

Garland, Texas 75040
Telephone: (972) 205-3097
Email: smartin@gpltexas.org

If to Purchaser: City of Denton
Todd Hileman
215 E. McKinney
Denton, Texas 76201
Telephone: (940) 349-8200
Email: todd.hileman@cityofdenton.com

Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, on the first business day following deposit of the same with Federal Express, Airborne Express, or similar overnight courier, if sent by overnight courier, and two business days after being deposited in the United States mail, postage fully prepaid, registered or certified mail, if sent by mail, addressed to the intended recipient at the address set forth above. Any address for notice hereunder may be changed by written notice so given to the other party in the manner set forth herein at least ten (10) days in advance of such change of address.

B. **Forms.** Each of the parties hereto shall reasonably endeavor to agree upon the forms of any documents required hereunder. In case of a dispute as to the form of any document required hereunder, the current form prepared by the State Bar of Texas shall be used.

C. **Integration.** This Contract and the Exhibits and Addendum attached hereto contains the complete agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. The parties agree that there are no oral agreements, understanding, representations, or warranties, which are not expressly set forth herein, and no representation, warranty, covenant, agreement, or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Contract.

D. **Survival.** Any portion of this Contract not otherwise consummated at the Closing will not survive closing of this transaction as a continuing agreement by and between the parties, but shall be merged at the Closing except for those provisions specifically excepted herein.

E. **Binding Effect.** Each of the signatories of this Contract represents and warrants that he is authorized to execute this Contract on behalf of Seller or Purchaser, as applicable, and that this Contract constitutes a binding contract between the parties. This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns.

F. **Contract as Offer; Effective Date.** The "Effective Date", "the date hereof", "the date of this Contract", the "Contract Date", "the date of execution" and any other similar reference herein to the date of full execution of this Contract shall mean the date the Title Company executes this Contract to acknowledge receipt of this Contract signed by Seller and Purchaser; provided, however, at Purchaser's option this Contract shall be null and void unless two (2) copies hereof, executed by Seller, have been delivered to Purchaser and the Title Company within five (5) business days following the date of execution hereof by Purchaser. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. Unless the Effective Date occurs within five (5) business days after the date of execution of this Contract by the first party, the offer of the Contract shall be automatically revoked and terminated, and the Earnest Money, if any, shall be returned to Purchaser.

G. **Business Day.** The term "business day" as used herein shall mean any day, other than a Saturday or Sunday, on which Purchaser's banks in the State of Texas are open for business.

H. **Interpretation.** Where required for proper interpretation, words used herein in the singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators, and assigns" shall include "successors, legal representatives, and assigns." The descriptive headings of the several Articles, Sections, and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

I. **Enforceability.** If any term or provision of this Contract which would not deprive the parties of the benefit of the bargain shall be held to be invalid, illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, but each such remaining term and provisions shall be valid and shall remain in full force and effect.

J. **Construction.** Each party hereto acknowledges that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Contract with its legal counsel, and that this Contract has been jointly drafted and shall be construed as having been jointly drafted by each party hereto. Accordingly, the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

K. **Access to Remainder Tract.** During the Spencer Interchange construction period, Denton will not prevent or interfere with Garland's access to Garland's remainder tract, inventory, stock, and equipment.

10. **Other Provisions.** See the Addendum attached hereto and made a part hereof for all purposes.

Executed on the dates stated below:

SELLER:

City of Garland, a Texas home-rule municipality

BY: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

**City of Denton, a Texas home-rule
Municipality**

By: _____

Name: Todd Hileman

Title: CITY MANAGER

Date: 10/15/2019

ATTEST:

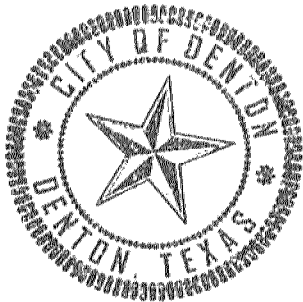
Rosa Rios, City Secretary

By: _____

APPROVED AS TO LEGAL FORM:

Aaron Leal, City Attorney

By: _____



Republic Title hereby acknowledges receipt of this Contract on _____, 2019, and agrees to abide by and perform in accordance with the terms and conditions of escrow contained in the Contract. Upon receipt of the Earnest Money provided for in the Contract, Title Company agrees to notify Seller and Purchaser thereof and to hold and disburse the Earnest Money pursuant to the terms and provisions of the Contract.

Republic Title

By: _____

Name: _____

Title: _____

Addendum
To that certain Contract of Sale by and between
CITY OF GARLAND, TEXAS, as "Seller" and
CITY OF DENTON, TEXAS, as "Purchaser"

Dated the 15th day of October, 2019

- 1) Feasibility Studies. Purchaser has performed all its inspections and feasibility studies pertaining to the Property and has determined that the Property is suitable for its intended use. Purchaser waives the right to inspect or perform any and all studies pertaining to the Property (including, but not limited to, an environmental study, soils study, topography/engineering study and/or a site analysis).
- 2) Enforcement. The obligations of the parties hereto are and shall be performable in the county wherein the Property is located. In the event that any litigation arises hereunder, it is specifically stipulated that the Contract shall be interpreted and construed according to the laws of the State of Texas. Venue for any legal action arising out of this Contract shall be Denton County, Texas.
- 3) Purchaser and Seller Relationship. Purchaser is not, and Purchaser shall never be construed to be, an agent, representative, or trustee of Seller, under Section 53.021 of the Texas Property Code or under any other common or statutory law, for any purpose, including, without limitation, with respect to the hiring of or contracting with any engineer, architect, surveyor, or other person ("Planners") for the preparation and/or submission of any surveys or any plans, application, reports, plats, or the other item to the Approving Entities or to any other person or entity pertaining to the Property. All such Planners hired or contracted by Purchaser for such purposes are the sole employees or contractors of Purchaser; and Seller, as the owner of the Property, shall not be considered as having contracted with the Planner and shall not have any responsibility or obligation for the payment of any amounts owed to them, nor shall the Property be encumbered by any lien to secure payment of any such amounts owed to them. The right of Seller to review and approve Submittals as provided for herein is for the sole purpose of enabling Seller to monitor and participate in the approving entities' consideration of the submittals made by Purchaser which could affect the Property if Purchaser does not close this Contract, and is not intended to, and shall not, create any liability on Seller for the payment of any amounts incurred by Purchaser to such Planners or authorize the filing of, or imply that any such Planners have the right to file, any lien against the Property for the payment of amounts owed by Purchaser to the Planners including, without limitation, any lien under said Section 53.021.
- 4) Earnest Money Instructions. Both parties hereby instruct and direct the Title Company that if the transaction contemplated herein is not closed or otherwise terminated in accordance with the terms herein provided that upon the request of Seller for delivery of the Earnest Money and any interest earned thereon, Title Company shall, within a reasonable business period of time, disburse Earnest Money and interest, if any, to Seller without necessity of further documentation of any type by either Seller or

Purchaser. Such request of Seller shall constitute and be a release of contract by both parties. Both Seller and Purchaser agree the Title Company assumes no liability for and is expressly released and held harmless from any claim or claims whatsoever in connection with the delivery of the Earnest Money to Seller as herein above directed.

5) Disclaimer. Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property for any and all activities and uses which Purchaser may elect to conduct thereon, income to be derived there from or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained in the Deed, the nature and extent of any rights-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; and (iv) the compliance of the Property or its operation with any laws, rules, ordinances, restrictions, or regulations of any government or other body. Purchaser acknowledges that it has already had an opportunity to inspect the Property and waives any further inspections of the Property, and shall rely upon its previous inspections, if any, in accordance therewith as well as inquiries to third parties in determining the feasibility of consummating this Contract. Purchaser also acknowledges that it is a financially substantial and sophisticated real estate investor. The sale of the Property as provided for herein is made "AS IS", and Purchaser acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. If used in the Contract, the phrases "to Seller's knowledge", "to the best of Seller's knowledge", or any similar phrase means the actual, but not constructive knowledge of the officers of Seller responsible for performing the duties of Seller without investigation or inquiry. WITHOUT LIMITING THE FOREGOING DISCLAIMERS BY SELLER, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, TO THE EXTENT ALLOWED BY LAW, PURCHASER HEREBY RELEASES SELLER AND (AS THE CASE MAY BE) SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO ANY DEFECT OR OTHER CONDITIONS, SPECIFICALLY INCLUDING ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS PARAGRAPH 5 SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS (INCLUDING INDEMNITY AND CONTRIBUTION CLAIMS) UNDER ANY ENVIRONMENTAL LAWS OF THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, AS ANY OF THOSE LAWS MAY

BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE OF THIS CONTRACT, BUT SPECIFICALLY EXCLUDES ANY WARRANTIES OR REPRESENTATIONS SET FORTH IN THE DEED OR OTHER DOCUMENTS DELIVERED BY SELLER AT CLOSING. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF PURCHASER'S SELECTION AND PURCHASER IS GRANTING THIS RELEASE OF ITS OWN VOLITION. THE FOREGOING WAIVER IS LIMITED TO SELLER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, AND AGENTS; IT DOES NOT APPLY TO ANY PRIOR OWNERS IN THE CHAIN OF TITLE TO THIS PROPERTY, NOR TO THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, OR AGENTS. A disclaimer and release provision consistent with the foregoing shall be included in the deed.

6) Addendum. In the event of any direct conflict between this Addendum and the Contract, the terms and conditions of this Addendum shall control.

7) Dates. Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon Saturday, Sunday, or a State Holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.

8) Brokers. Each party hereto warrants to the other that no other real estate broker except those listed in this Contract has been involved and shall indemnify the other against, and hold the other harmless from, any claim for a real estate commission arising by, through or under the indemnifying party.

9) Contract Form. The terms and conditions contained in this Addendum are incorporated by reference into the Contract to which this Addendum is attached. When used in the Contract or in this Addendum, the word "Contract" means the Contract of Sale as supplemented and superseded, if applicable, by this Addendum.

10) Time is of The Essence. Time is of the essence in the performance of this Contract.

11) Assignment. This Contract may not be assigned without Seller's written approval.

EXECUTED on the dates listed below, with the EFFECTIVE DATE being the later date on which either Party executes this Agreement.

Seller:

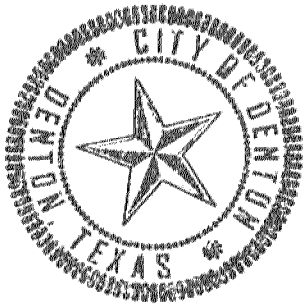
**City of Garland,
a Texas home-rule municipality**

By: _____
Name: _____
Title: _____
Date: _____

Purchaser:

**City of Denton;
a Texas home-rule municipality**

By: Todd Hileman
Name: TODD HILEMAN
Title: CITY MANAGER
Date: 10/15/2019



ATTEST:

Rosa Rios, City Secretary

By: Rosa Rios

APPROVED AS TO LEGAL FORM:

Aaron Leal, City Attorney

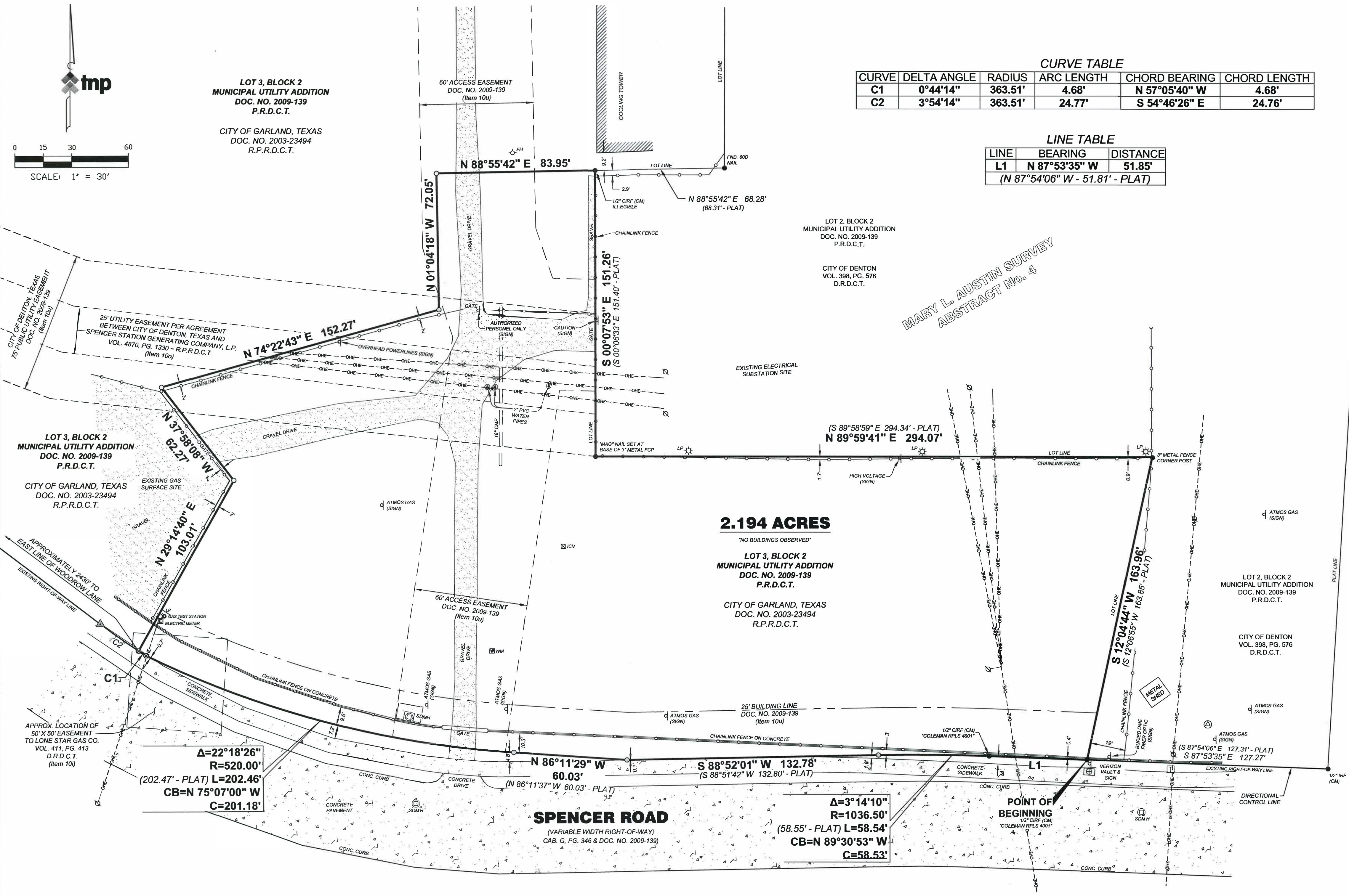
By: Aaron Leal

Title Company:

Republic Title

By: _____

Name: _____
Title: _____
Date: _____



LEGAL DESCRIPTION

BEING a 2.194 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of Municipal Utility Addition, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Document No. 2009-139 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner in the North line of Spencer Road, a variable width public road, said point being the Southeast corner of the above cited Lot 3 and the most Southerly Southwest corner of Lot 2, Block 2 of said Municipal Utility Addition, from which a 1/2 inch iron rod found for the Southeast corner of said Lot 2 bears South 87°53'35" East (South 87°54'06" East - Plat) a distance of 127.27 feet (127.31' - Plat);

THENCE North 87°53'35" West (North 87°54'06" West - Plat) along the North line of said Spencer Road, for a distance of 51.85 feet (51.81' - Plat) to a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner at the beginning of a curve to the left;

THENCE in a Westerly direction, continuing along the North line of said Spencer Road, and along said curve to the left having a central angle of 03°14'10", a radius of 1036.50 feet, a chord bearing of North 89°30'53" West, a chord distance of 58.53 feet, and an arc length of 58.54 feet (58.55' - Plat) to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 88°52'01" West (South 88°51'42" West - Plat) continuing along the North line of said Spencer Street, for a distance of 132.78 feet (132.80' - Plat) to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 86°11'29" West (North 86°11'37" West - Plat) continuing along the North line of said Spencer Street, for a distance of 60.03 feet (60.03' - Plat) to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a non-tangent curve to the right;

THENCE in a Northwesterly direction, continuing along the North line of said Spencer Street, and along said non-tangent curve to the right having a central angle of 22°18'26", a radius of 520.00 feet, a chord bearing of North 75°07'00" West, a chord distance of 201.18 feet and an arc length of 202.46 feet (202.47' - Plat) to an "X" cut in concrete set for corner at the beginning of a compound curve to the right;

THENCE in a Northwesterly direction, continuing along the North line of said Spencer Street, and along said compound curve to the right having a central angle of 00°44'14", a radius of 363.51 feet, a chord bearing of North 57°05'40" West, a chord distance of 4.68 feet and an arc length of 4.68 feet to an "X" cut in concrete set for corner;

THENCE North 29°14'40" East departing the North line of said Spencer Street, for a distance of 103.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 37°58'08" West for a distance of 62.27 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 74°22'43" East for a distance of 152.27 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 01°04'18" West for a distance of 72.05 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 88°55'42" East for a distance of 83.95 feet to a 1/2 inch iron rod with illegible cap found for a common interior corner of said Lots 2 and 3, from which a 60d nail found for a common interior corner of said Lots 2 and 3 bears North 88°55'42" East a distance of 68.28 feet (68.31' - Plat);

THENCE South 00°07'53" East (South 00°06'33" East - Plat) along a common interior line between said Lots 2 and 3, for a distance of 151.26 feet (151.40' - Plat) to a Mag Nail set at the base of a 3" metal fence corner post for a common interior corner of said Lots 2 and 3;

THENCE North 89°59'41" East (South 89°58'59" East - Plat) along a common interior line between said Lots 2 and 3, for a distance of 294.07 feet (294.34' - Plat) to a 3" metal fence corner post found at a common interior corner of said Lots 2 and 3;

THENCE South 12°04'44" West (South 12°06'55" West - Plat) along the most Southerly East line of said Lot 3 and the most Southerly West line of said Lot 2, for a distance of 163.96 feet (163.85' - Plat) to the POINT OF BEGINNING, and containing 2.194 acres of land, more or less.

SURVEY NOTES:

- All property corners are marked with a 5/8 inch iron rod with cap stamped "TNP" set, unless otherwise noted.
- Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone, NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. The distances shown hereon represent surface values using an average combined scale factor of 1.000147317 to scale from grid to surface.
- As determined by scaled map location and graphically plotting on FEMA Flood Insurance Rate Maps, Community Panel No. 48121C0380G, Map Revised April 18, 2011, this property lies within Zone X - Other Areas (unshaded), which is defined as areas determined to be outside the 0.2% annual chance floodplain.
- Utility information shown hereon is based on observed evidence only. Underground utilities have not been located and/or identified. Additional utilities may affect this property that are not shown hereon.
- There was visible evidence of recent earth moving work, building construction or building additions observed in the process of conducting the field work.
- This Survey was prepared with benefit of that certain Title Commitment GF No. 2027-231276-RU, effective date of July 23, 2017, provided by Reunion Title. For easements, rights-of-way and/or other matters of record that may affect this tract, the Surveyor relied solely on said Title Commitment.
- According to Denton Central Appraisal District website search, this tract is part of the property identified as 1701C Spencer Road, Parcel 315501.

SURVEYOR'S CERTIFICATE

TO: The City of Denton, Texas and the City of Garland, Texas.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 13, 14, and 16 of Table A thereof. The fieldwork was completed on July 27, 2017.

Todd B. Turner, R.P.L.S.
Registered Professional Land Surveyor No. 4859



Date of Plat or Map: July 31, 2017
REVISED: August 17, 2017 (Add Title Commitment Notes)

ALTA/NSPS LAND TITLE SURVEY
2.194 ACRE TRACT

SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4
City of Denton, Denton County, Texas

Attachment 2

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

PERMANENT ACCESS EASEMENT

**THE STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

THAT the **City of Garland, Texas** ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the **City of Denton**, a Texas home rule municipal corporation, which is located in Denton County, Texas, and whose mailing address is 215 E. McKinney, Denton, Texas 76201 ("Grantee") receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does by these presents GRANT, BARGAIN, SELL, and CONVEY unto Grantee a perpetual access easement in, along, upon, under, over, and across that certain real property situated in Denton County, Texas, being approximately 0.076 acres and being more particularly described in Exhibit "A" and illustrated in Exhibit "B" attached hereto and incorporated into this document by reference (the "EASEMENT PROPERTY"), for the purposes of operating and perpetually maintaining access and related facilities for passage in, along, upon, under, over, and across said Easement Property, including without limitation, making additions to, improvements on, and repairs to the "Gravel Drive," as so defined and depicted on Exhibit "B," or any part thereof (collectively referred to herein as the "Facilities").

Grantee shall have the right of free and uninterrupted use, liberty, passage, ingress, egress, and regress, at all times in, along, upon, under, over and across the Easement Property for Grantee, its agents, employees, contractors, workmen, and representatives, for the purposes set forth herein, along with all rights necessary for full use and enjoyment of the above grant. Grantee may further, at Grantee's sole cost and expense, install gates in existing fences within such Easement Property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee is allowed to place no more than one (1) lock (at any one time) on any gate, which lock may be used in common with other locks on such gates for use by Grantor and other parties authorized by Grantor from time to time. Grantee shall not fence the Permanent Easement area from Grantor's remaining Property.

This Easement is subject to the following covenants and agreements:

1. Structures. No buildings, fences, structures, signs, facilities, improvements, or obstructions of any kind, or portions thereof, except for the Gravel Drive and possible gates mentioned above, shall be constructed, erected, reconstructed, or placed in, along, upon, under, over or across the Easement Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Easement Property and may remove from the Easement Property at Grantee's sole cost and expense, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems necessary without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Easement Property by Grantor that may impair, damage, or destroy the lateral slope established for access, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Easement Property by way of existing public property or right-of-way, or other property in which City possesses a right of access.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Easement Property or that may encroach upon the Easement Property. Grantee may, at Grantee's expense, cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Easement Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their successors and assigns. Grantee acknowledges the easement granted herein is non-exclusive, subject to the rights herein granted. However, Grantor agrees not to assign further easement rights within the Easement Property to any other utility providers without the prior, written consent of Grantee. Upon written consent of Grantee, such consent to be exercised at the sole discretion of Grantee, other utility providers may be permitted by Grantee under separate grant from Grantor to construct, operate, maintain, repair, replace, and remove their respective utilities in, on, over, under, and across the Easement Property perpendicularly or as otherwise

may be permitted by Grantee in writing.

TO HAVE AND TO HOLD the above Easement unto Grantee, its successor and assigns, forever, and Grantor hereby warrants and forever agrees to defend the above-described Easement Property unto Grantee, its successors and assigns, against every person whomsoever claiming the same or any part hereof, by, through, or under Grantor, but not otherwise.

EXECUTED the _____ day of _____, 2019.

GRANTOR:

CITY OF GARLAND

By: _____
Name:
Capacity:

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____, _____ of the City of Garland, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
Real Estate and Capital Support
216 W. Mulberry
Denton, Texas 76201
Attn: Deanna Cody

EXHIBIT "A"

ACCESS EASEMENT NO. 2

Part of Lot 3, Block 2 – Municipal Utility Addition

BEING a 0.076 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of Municipal Utility Addition, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Document No. 2009-139 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in a common interior line between the above cited Lot 3 and Lot 2, Block 2 per said Replat of Municipal Utility Addition recorded in Document No. 2009-139, from which a 60d nail found for a common interior corner of said Lots 2 and 3 bears North 88°55'42" East a distance of 67.16 feet and a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for the Southeast corner of said Lot 3 and the Most Southerly Southwest corner of said Lot 2 bears South 39°44'02" East a distance of 405.17 feet;

THENCE South 88°55'42" West along said common line, passing 1/2 inch iron rod with illegible cap found for a common interior corner of said Lots 2 and 3 at a distance of 1.12 feet, and continuing for a total distance of 33.15 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner in the East line of a 60' wide access easement per said Replat of Municipal Utility Addition recorded in Document No. 2009-139;

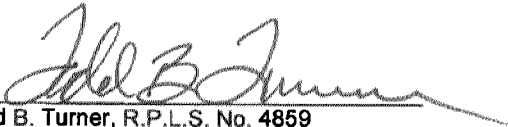
THENCE North 01°10'45" West along the East line of said 60' wide access easement, for a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner;

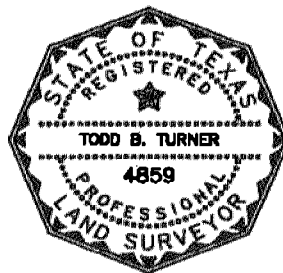
THENCE North 88°55'42" East departing the East line of said 60' wide access easement, for a distance of 33.15 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner;

THENCE South 01°10'45" East for a distance of 100.00 feet to the **POINT OF BEGINNING**, and containing 0.076 acres of land, more or less.

NOTES:

1. Bearings are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. Distances represent surface values utilizing a surface adjustment factor of 1.000147317 to scale from grid to surface.
2. An Easement Exhibit of even date herewith accompanies this Easement Description. See Pages 2 and 3.


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins
1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940-383-4177
Date: July 31, 2017



CITY OF
GARLAND, TEXAS
DOC. NO. 2003-23494
R.P.R.D.C.T.

LOT 3, BLOCK 2
MUNICIPAL UTILITY
ADDITION
DOC. NO. 2009-139
P.R.D.C.T.

PROPOSED BOUNDARY
(BY SEPARATE
INSTRUMENT)

CITY OF DENTON, TEXAS
75' PUBLIC UTILITY
EASEMENT
DOC. NO. 2009-139

OVERHEAD
POWERLINES
(SIGN)

CITY OF DENTON, TEXAS
60' ACCESS EASEMENT
DOC. NO. 2009-139

PROPOSED ACCESS
EASEMENT No. 1
(BY SEPARATE INSTRUMENT)

25' UTILITY EASEMENT
AGREEMENT BETWEEN
CITY OF DENTON, TEXAS AND
SPENCER STATION GENERATING
COMPANY, L.P.
VOL. 4870, PG. 1330
R.P.R.D.C.T.

LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
DOC. NO. 2009-139
P.R.D.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°55'42" W	33.15'
L2	N 01°10'45" W	100.00'
L3	N 88°55'42" E	33.15'
L4	S 01°10'45" E	100.00'

**ACCESS
EASEMENT No. 2**
0.076 ACRES

**POINT OF
BEGINNING**

MARY L. AUSTIN SURVEY
ABSTRACT NO. 4

LOT 2, BLOCK 2
MUNICIPAL UTILITY ADDITION
DOC NO 2009-139
P.R.D.C.T.

SPENCER ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

NOTE:

1. See Page 1 for Legal Description.
2. See Page 3 for Legend & Notes.

EXHIBIT "B"

ACCESS EASEMENT No. 2

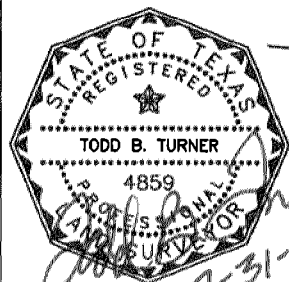
BEING A 0.076 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

teague nall & perkins

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Denton, Texas 76205
940.383.4177 ph 940.383.8026 fx
TBPLS Firm No. 10011601
www.tnpinc.com

DME13222

PAGE 2 OF 3



LEGEND	
⊙	1/2 IRON ROD FOUND (UNLESS NOTED OTHERWISE)
⊗	5/8 IRON ROD SET STAMPED "TNP INC ESMT"
⊕	5/8 IRON ROD SET STAMPED "TNP" (UNLESS NOTED OTHERWISE)
☼	LIGHT POLE
⊞	POWER POLE
⊠	ATMOS GAS SIGN (AGS) UNLESS NOTED OTHERWISE
⊙	GAS TEST STATION
⊞	FIRE HYDRANT
⊞	STORM DRAIN MANHOLE (SDMH)
⊞	TELEPHONE UTILITY
⊞	WATER MANHOLE
⊞	WATER METER (WM)
⊞	2" PVC WATER PIPE
EASEMENT BOUNDARY LINE	=====
PROPERTY LINE	=====
RIGHT-OF-WAY LINE	=====
EXISTING EASEMENT LINE	-----
FENCE LINE	---○---○---○---○---
OVERHEAD ELECTRIC LINE	---OHE---OHE---OHE---

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. The distances shown hereon represent surface values utilizing a combined scale factor of 1.000147317 to scale from grid to surface.
2. A Legal Description of even date herewith accompanies this Exhibit. See Page 1.
3. See Page 2 for Easement Exhibit.
4. This Exhibit was prepared without the benefit of a current Title Commitment or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.



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EXHIBIT "B"
ACCESS EASEMENT No. 2
BEING A 0.076 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

DME13222

PAGE 3 OF 3

Attachment 3

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

PERMANENT ACCESS EASEMENT

**THE STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

THAT the **City of Denton, Texas** ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the **City of Garland**, a Texas home rule municipal corporation, which is located in Dallas County, Texas, and whose mailing address is 200 N. Fifth Street, Garland, Texas 75040 ("Grantee") receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does by these presents GRANT, BARGAIN, SELL, and CONVEY unto Grantee a perpetual access easement in, along, upon, under, over, and across that certain real property situated in Denton County, Texas, being approximately 0.210 acres and being more particularly described in Exhibit "A" and illustrated in Exhibit "B" attached hereto and incorporated into this document by reference (the "EASEMENT PROPERTY"), for the purposes of operating and perpetually maintaining access and related facilities for passage in, along, upon, under, over, and across said Easement Property, including without limitation, making additions to, improvements on, and repairs to the "Gravel Drive," as so defined and depicted on Exhibit "B," or any part thereof (collectively referred to herein as the "Facilities").

Grantee shall have the right of free and uninterrupted use, liberty, passage, ingress, egress, and regress, at all times in, along, upon, under, over and across the Easement Property for Grantee, its agents, employees, contractors, workmen, and representatives, for the purposes set forth herein, along with all rights necessary for full use and enjoyment of the above grant. Grantee may further, at Grantee's sole cost and expense, install gates in existing fences within such Easement Property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee is allowed to place no more than one (1) lock (at any one time) on any gate, which lock may be used in common with other locks on such gates for use by Grantor and other parties authorized by Grantor from time to time. Grantee shall not fence the Permanent Easement area from Grantor's remaining Property.

This Easement is subject to the following covenants and agreements:

1. Structures. No buildings, fences, structures, signs, facilities, improvements, or obstructions of any kind, or portions thereof, except for the Gravel Drive and possible gates mentioned above, shall be constructed, erected, reconstructed, or placed in, along, upon, under, over or across the Easement Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Easement Property and may remove from the Easement Property at Grantee's sole cost and expense, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems necessary without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Easement Property by Grantor that may impair, damage, or destroy the lateral slope established for access, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Easement Property by way of existing public property or right-of-way, or other property in which City possesses a right of access.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Easement Property or that may encroach upon the Easement Property. Grantee may, at Grantee's expense, cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Easement Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their successors and assigns. Grantee acknowledges the easement granted herein is non-exclusive, subject to the rights herein granted. However, Grantor agrees not to assign further easement rights within the Easement Property to any other utility providers without the prior, written consent of Grantee. Upon written consent of Grantee, such consent to be exercised at the sole discretion of Grantee, other utility providers may be permitted by Grantee under separate grant from Grantor to construct, operate, maintain, repair, replace, and remove their respective utilities in, on, over, under, and across the Easement Property perpendicularly or as otherwise

may be permitted by Grantee in writing.

TO HAVE AND TO HOLD the above Easement unto Grantee, its successor and assigns, forever, and Grantor hereby warrants and forever agrees to defend the above-described Easement Property unto Grantee, its successors and assigns, against every person whomsoever claiming the same or any part hereof, by, through, or under Grantor, but not otherwise.

EXECUTED the _____ day of _____, 2019.

GRANTOR:

CITY OF DENTON, TEXAS

By: _____
Name: Todd Hileman
Capacity: City Manager

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Todd Hileman, City Manager of the City of Denton, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Garland

EXHIBIT "A"

ACCESS EASEMENT NO. 1

Part of Lot 3, Block 2 – Municipal Utility Addition

BEING a 0.210 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, and being a part of Lot 3, Block 2 of Municipal Utility Addition, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Document No. 2009-139 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner in the North line of Spencer Road, a variable width public road, said point being the Southeast corner of the above cited Lot 3 and the most Southerly Southwest corner of Lot 2, Block 2 of said Municipal Utility Addition, from which a 1/2 inch iron rod found for the Southeast corner of said Lot 2 bears South 87°53'35" East a distance of 127.27 feet;

THENCE North 87°53'35" West along the North line of said Spencer Road, for a distance of 51.85 feet to a 1/2 inch iron rod with cap stamped "Coleman RPLS 4001" found for corner at the beginning of a curve to the left;

THENCE in a Westerly direction, continuing along the North line of said Spencer Road, and along said curve to the left having a central angle of 03°14'10", a radius of 1036.50 feet, a chord bearing of North 89°30'53" West, a chord distance of 58.53 feet, and an arc length of 58.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 88°52'01" West continuing along the North line of said Spencer Street, for a distance of 132.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 86°11'29" West continuing along the North line of said Spencer Street, for a distance of 60.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a non-tangent curve to the right;

THENCE in a Westerly direction, continuing along the North line of said Spencer Street, and along said non-tangent curve to the right having a central angle of 00°35'13", a radius of 520.00 feet, a chord bearing of North 85°58'36" West, a chord distance of 5.33 feet and an arc length of 5.33 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at the **POINT OF BEGINNING** for the herein described easement;

THENCE in a Westerly direction, continuing along the North line of said Spencer Street, and along said curve to the right having a central angle of 03°19'52", a radius of 520.00 feet, a chord bearing of North 84°01'04" West, a chord distance of 30.23 feet and an arc length of 30.23 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner;

THENCE North 01°04'18" West departing the North line of said Spencer Street, for a distance of 302.76 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 88°55'42" East for a distance of 30.00 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner, from which a 1/2 inch iron rod with illegible cap found for a common interior corner of said Lots 2 and 3 bears North 88°55'42" East a distance of 53.95 feet;

THENCE South 01°04'18" East for a distance of 306.47 feet to the **POINT OF BEGINNING**, and containing 0.210 acres of land, more or less.

NOTES:

1. Bearings are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. Distances represent surface values utilizing a surface adjustment factor of 1.000147317 to scale from grid to surface.
2. An Easement Exhibit of even date herewith accompanies this Easement Description. See Pages 2 and 3.


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins
1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940-383-4177
Date: July 28, 2017



**DOC NO 2009-139
P.R.D.C.T.**

**CITY OF DENTON, TEXAS
60' ACCESS EASEMENT
DOC. NO. 2009-139**

**LOT 3, BLOCK 2
MUNICIPAL UTILITY
ADDITION
DOC NO 2009-139
P.R.D.C.T.**

CURVE ID	ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	319.52°	520.00'	30.23'	N 84°01'04" W	30.23'
C2	314.10°	10356.50'	58.54'	N 89°05.53" W	58.53'
C3	036.13°	520.00'	5.33'	N 85°58'36" W	5.33'

LINE	BEARING	DISTANCE
L1	N 88°55'42" E	30.00'
L2	N 87°53'35" W	51.85'
L3	S 88°52'01" W	132.78'
L4	N 86°11'29" W	60.03'

NOTE:

1. See Page 1 for Legal Description.
2. See Page 3 for Legend & Notes.

MARY L. AUSTIN SURVEY
ABSTRACT NO. 4
M

LOT 2, BLOCK 2
CIPAL UTILITY ADDITION
DOC NO 2009-139
P.R.D.C.T.

**LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
DOC NO 2009-139
P.R.D.C.T.
1**

**ACCESS
EASEMENT NO. 1
0.210 ACRES**

POINT OF BEGINNING

POINT OF COMMENCING

SCALE: 1" = 80'

teague na| & perkins

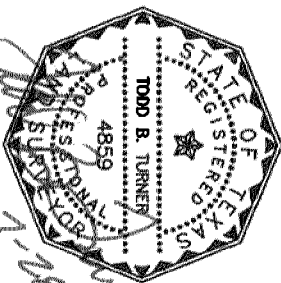
1517 Centre Place Drive, Suite 320

Denton, Texas 76205

940.383.4177 ph 940.383.8026 fx

TBPLS Form No. 1001 1601

www.thpinc.com



ACCESS EASEMENT NO. 1

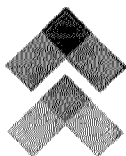
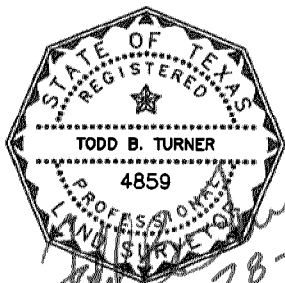
EXHIBIT "B"

BEING A 0.210 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

LEGEND	
○	1/2 IRON ROD FOUND (UNLESS NOTED OTHERWISE)
⊗	5/8 IRON ROD SET STAMPED "TNP INC ESMT"
⊙	5/8 IRON ROD SET STAMPED "TNP" (UNLESS NOTED OTHERWISE)
⊛	LIGHT POLE
⊞	POWER POLE
⊠	ATMOS GAS SIGN (AGS) UNLESS NOTED OTHERWISE
⊡	GAS TEST STATION
⊢	FIRE HYDRANT
⊣	STORM DRAIN MANHOLE (SDMH)
⊤	TELEPHONE UTILITY
⊥	WATER MANHOLE
⊦	WATER METER (WM)
⊧	2" PVC WATER PIPE
EASEMENT BOUNDARY LINE	=====
PROPERTY LINE	=====
RIGHT-OF-WAY LINE	=====
EXISTING EASEMENT LINE	-----
FENCE LINE	---○---○---○---○---
OVERHEAD ELECTRIC LINE	---OHE---OHE---OHE---

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. The distances shown hereon represent surface values utilizing a combined scale factor of 1.000147317 to scale from grid to surface.
2. A Legal Description of even date herewith accompanies this Exhibit. See Page 1.
3. See Page 2 for Easement Exhibit.
4. This Exhibit was prepared without the benefit of a current Title Commitment or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.



teague nall & perkins

1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940.383.4177 ph 940.383.8026 fx
TBPLS Firm No. 10011601
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EXHIBIT "B"

ACCESS EASEMENT No. 1

BEING A 0.210 ACRE TRACT OF LAND SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4,
AND BEING A PART OF LOT 3, BLOCK 2
MUNICIPAL UTILITY ADDITION
CITY OF DENTON, DENTON COUNTY, TEXAS

DME13222

PAGE 3 OF 3



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: November 18, 2019
Item Title: Weaver Elementary Parking Restrictions
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Safe Community
Vibrant Neighborhoods and Commercial Centers
Customer-Focused City Services

ISSUE

Increasing congestion on Mars Dr. adjacent to Weaver Elementary has resulted in the need for parking restrictions to improve traffic flow.

RECOMMENDATION

Restrict motorists from parking anytime on the east side of Mars Drive from Pleasant Valley Road to 320 feet north. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

BACKGROUND

On September 18, 2019 city staff met at the school with the principal, and the school resource officer. On November 5, 2019 staff met again at the school with the principal.

The concerns were regarding parking on the east side of Mars during the afternoon pickup. Some of these cars are too close to the driveways, thus obstructing the visibility and turning radius of existing drivers and sometimes blocking through travel on Mars.

The area of concern is between Pleasant Valley and Sunset Drive. Teachers and other staff park on the east side north of Sunset, and that parking is not causing any safety or operational concerns.

Even though the time of concern is the afternoon pickup, staff concluded from observations that this should be a no parking anytime restriction from Pleasant Valley to 320 feet north. This is approximately 20 feet north of the driveway and will address the issues with blocking the through traffic and the visibility and maneuverability issues around the school driveway.

The school principal concurs with this recommendation.

CONSIDERATION

Parking restrictions could force existing parking to seek other undesirable locations.

Attachments

Exhibit





GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: November 18, 2019

Item Title: Single Stream Recyclable Materials Transport, Processing and Marketing Agreement

Submitted By: Uriel Villalpando, EWS Director

Strategic Focus Areas: Reliable, Cost Efficient Utility Services

ISSUE

Propose modification to Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City of Garland (City) and Fomento de Construcciones y Contratas, Inc. (FCC) due to decreased recyclables commodity values and increased operational costs.

OPTIONS

1. Modify Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City and FCC authorizing the City Manager to initiate payments to FCC for tipping fees for recyclable materials.
2. Issue new Request for Proposals (RFP) for Single Stream Recyclable Materials Transport, Processing and Marketing Services.

RECOMMENDATION

Staff recommends Option 1. This item is scheduled for formal consideration at the November 19, 2019 Regular Meeting.

BACKGROUND

The City utilizes a third party to transport, process and market the recyclable materials that are gathered through typical city-wide EWS routes. In April 2017, the City and FCC entered into an agreement for Single Stream Recyclable Materials Transport, Processing and Marketing Services. The initial term of this Agreement was for a one-year period and may be extended for up to four (4) additional one year renewal periods. A renewal may be accepted or rejected by either party. Currently, the City and FCC are engaged in the third year agreement renewal period. FCC transports recyclables from the City's Recycling Drop-Off Center to their Materials Recovery Facility (MRF) in Dallas, Texas where the materials are processed and sold.

Since the contract was signed, the global and national recycling markets have become turbulent and difficult to manage. The primary result is a large surplus of recycling materials on the market, which result in unsustainable losses for recyclers like FCC. In September 2018, FCC

communicated to the City that the current Agreement needed to be modified due to decreased recyclable commodity values as well as increased processing fees caused by higher quality standards, labor costs and other related operating costs. With the assistance of the consulting firm Burns & McDonnell and staff's recommendation, City Council authorized the City Manager to begin paying a transportation fee of \$199.41 per haul to minimize financial risk and not be liable for negative amounts for processing fees.

In October 2019, due to continued downturn in the recycling industry and increased processing fees, FCC notified the City of a proposed flat tipping fee increase of \$20/ton to be effective November 1, 2019. FCC further stated that if the City did not agree to the proposed \$20/ton tipping fee increase, FCC would not agree to a fourth year agreement renewal period scheduled to begin April 3, 2020. FCC can prohibit the City from exercising an optional third year Agreement renewal period by providing a written notice six months prior to the third year Agreement renewal period. In October 2019, the City negotiated with FCC to change the six-month notification period to five months in order to provide sufficient time for the city to consider its options.

Utilizing commodity pricing, material composition, tonnage data from October 2018 –September 2019, and a recycling processing survey of 13 other cities in Texas, Burns & McDonnell evaluated FCC's proposal. From October 2018 to September 2019, the average price of commodities decreased approximately \$30 per ton. Based on the reduction in commodity values and recent recycling contracts for the region, it is Burns & McDonnell's opinion that the proposal from FCC is fair and a reflection of the current market. Issuing a new RFP for Single Stream Recyclable Materials Transport, Processing and Marketing Services is not likely to yield a more financially favorable agreement.

CONSIDERATION

Due to their experience in working with similar contracts in the Metroplex, it is the opinion of Burns & McDonnell that the Tipping Fee offered by FCC is competitive if not more favorable than what might be realized in ending the current agreement with FCC and undergoing a new RFP process. Burns & McDonnell concluded that it is reasonable for FCC to charge the City a Tipping Fee for processing recyclables based on current material market values.

For the remainder of the year, the financial impact for paying the increased processing fees for recyclable materials will be absorbed by Environmental Waste Services (EWS) Fund Balance. Staff does not anticipate a mid-year adjustment in costs to our citizens. An EWS residential collection rate increase is anticipated for fiscal year 2020-21 to continue paying FCC's recyclable processing costs.

Staff will continue to monitor the Recyclables Market and evaluate our contract with FCC.

Attachments

Single Stream Recyclable, Materials Transport, Processing and Marketing Agreement Presentation

Single Stream Recyclable Materials Transport, Processing and Marketing Agreement

City of Garland, Texas

November 18, 2019



Issue

- ▶ Staff is in discussions with FCC regarding a mutually agreeable renewal to the Single Stream Recyclable Materials Transport, Processing and Marketing Agreement
- ▶ Due to a significant decrease in recyclable commodity values, FCC will only agree to continue the Agreement with changes to financial terms
- ▶ FCC is requesting a \$20 per ton tipping fee for recyclables, effective December 1, 2019

Options

1. Modify Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City and FCC authorizing the City Manager to initiate payments to FCC for tipping fees for recyclable materials.
2. Issue new Request for Proposals (RFP) for Single Stream Recyclable Materials Transport, Processing and Marketing Services.

Staff Recommendation: Option 1

Background

- ▶ The City and FCC entered into a Single Stream Recyclable Materials Transport, Processing and Marketing Agreement in April 2017
- ▶ Initial term of the Agreement was for one year with up to four additional one-year renewal periods
- ▶ The City and FCC are currently in the third year (second renewal) of the Agreement
- ▶ FCC transports the recyclables from the City's Recycling Drop-off Center to their material recovery facility (MRF) located at the City of Dallas McCommas Bluff Landfill

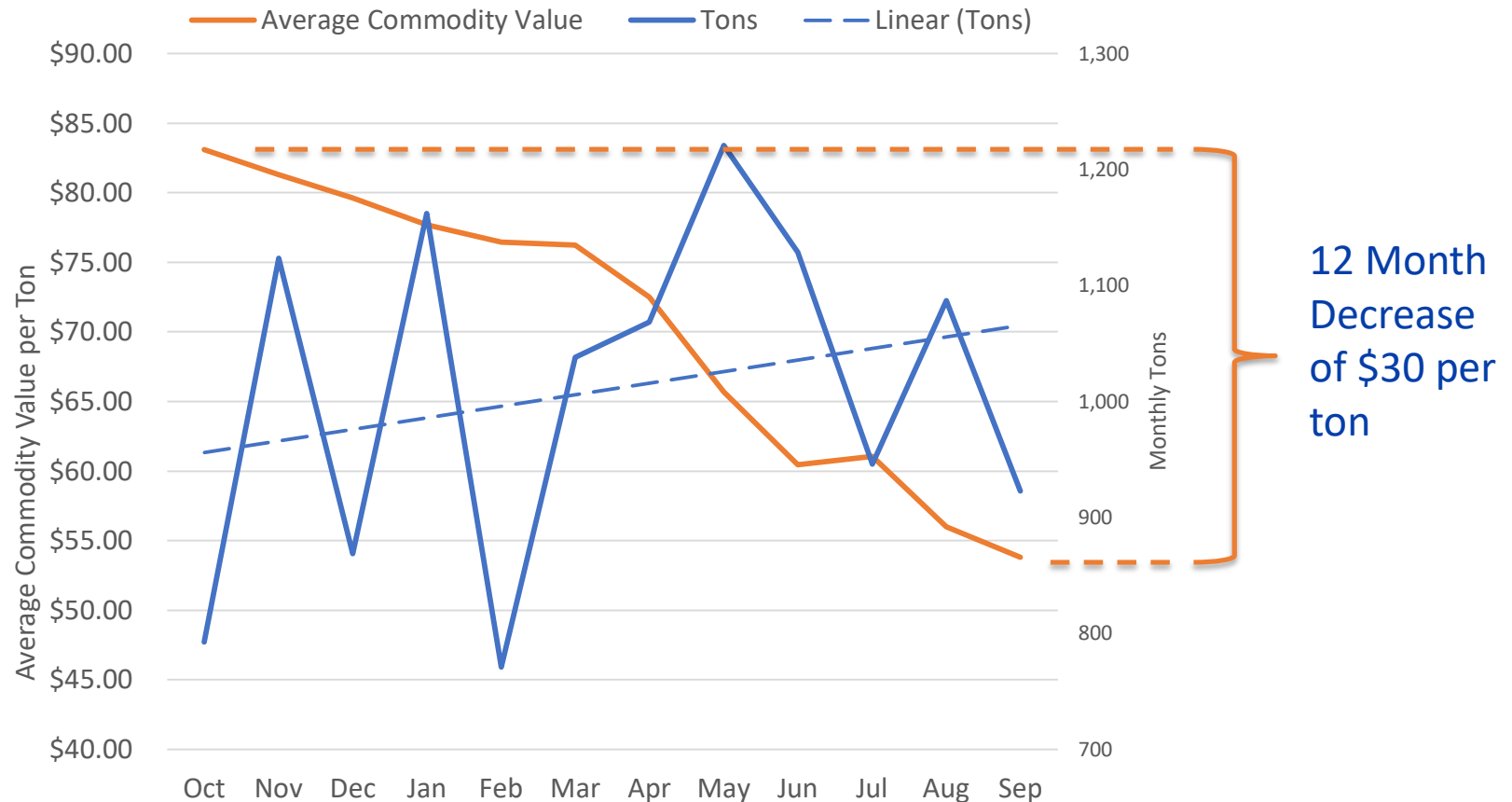
Key Terms of Current Contract

- ▶ Processing fee applied toward City's share of recycling revenue
- ▶ When processing fee exceeds the revenue, the City pays \$0
- ▶ Net Revenue = Gross Revenue – Processing Fee
- ▶ Processing Fee: \$77.52 per ton ¹
- ▶ City Revenue Share of Net Revenue = 60%
- ▶ Transportation Fee: \$199.41 per haul

1. The City does not directly pay this processing fee. It is only used in the calculation of net revenue. When the net revenue is less than zero, the City does not pay FCC. When the net revenue is greater than zero, the City receives 60% of the net revenue.

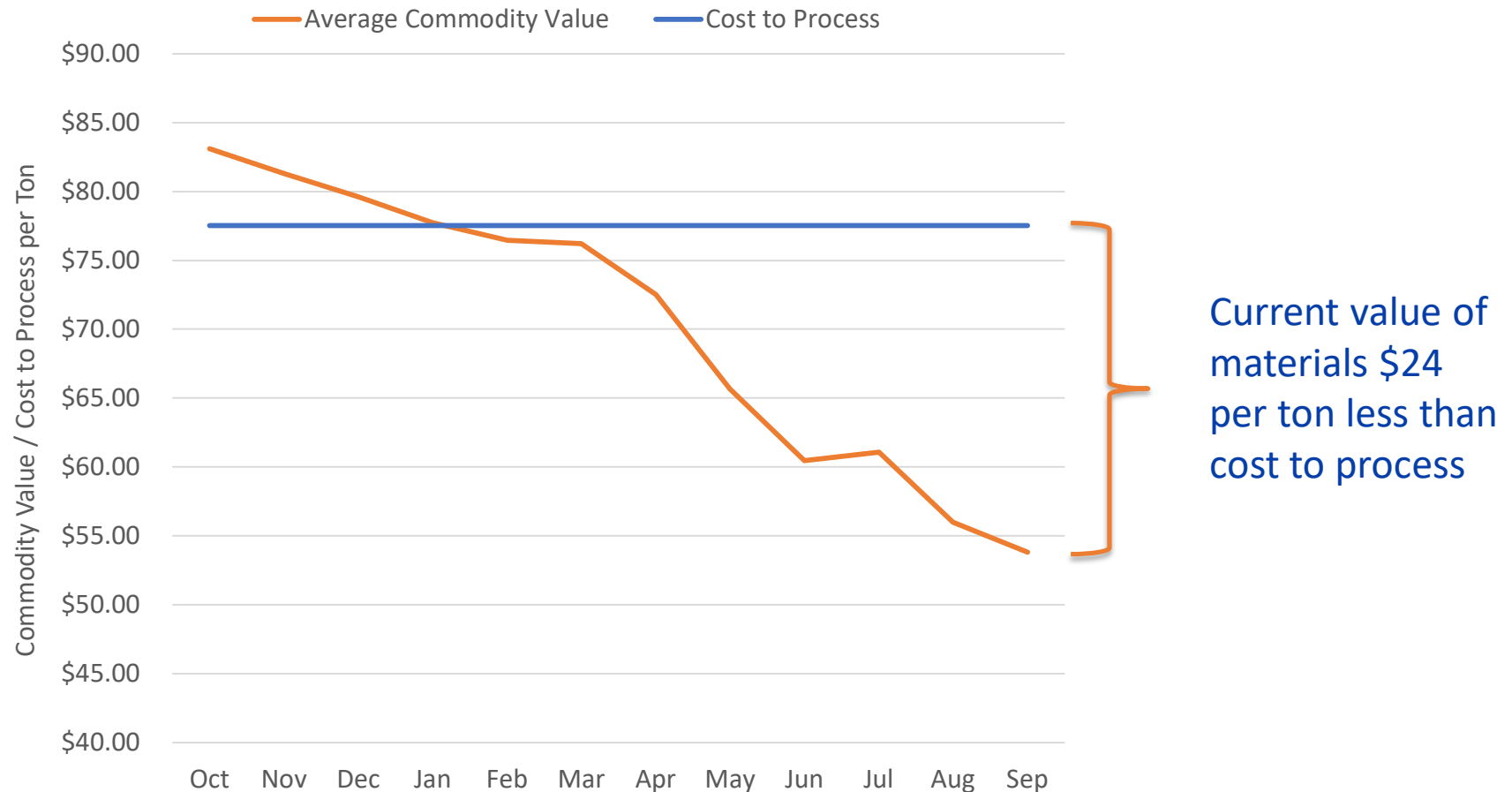
Monthly Tons and Average Value per Ton

- Processor processes more tons (more processing costs) but receives less revenue per ton.



Value of Material Currently Below Cost to Process

- ▶ Cost to process material does not fluctuate with value of the recyclable material



Recycling Processing Survey

- ▶ City staff surveyed 13 other cities in Texas. A sampling of financial terms include:
 - \$91 per ton with 80% revenue share
 - \$95 per ton
 - \$20 per ton for cardboard and paper only
 - \$79 per ton
 - \$87 per ton with 80% revenue share
 - \$35 per ton
 - \$78 per ton (effective Nov 1)
- ▶ FCC proposal to the City of \$20 per ton is still competitive with the market

Summary

- ▶ The value of recyclable materials has decreased significantly since October 2018
- ▶ FCC's renewal proposal is in line with the decrease in market values
- ▶ The renewal proposal is competitive with, and in some cases, more favorable than other processing contracts in the region, therefore issuing a new RFP is unlikely to yield better financial terms
- ▶ Staff recommends to accept FCC's proposal to modify the existing agreement to implement a \$20 per ton tipping fee, plus transportation costs, from December 2019 through April 2021.
- ▶ EWS anticipates a residential rate increase in FY 2020/21. That proposed rate increase would cover the additional costs to FCC.

QUESTIONS



GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: November 18, 2019

Item Title: Approval of Fall 2019 Neighborhood Vitality Matching Grant Submissions

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events
Vibrant Neighborhoods and Commercial Centers

ISSUE

Review Neighborhood Vitality Matching Grant applications.

OPTIONS

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

RECOMMENDATION

Council is requested to consider the Community Services Committee recommendation of approval for the applications as submitted by the following three neighborhood associations: Hills at Firewheel Neighborhood, Spring Creek Estates Neighborhood Association, and Spring Park HOA. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

BACKGROUND

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

CONSIDERATION

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

Attachments

Project Summaries

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Hills at Firewheel Neighborhood Association

Project Name: Neighborhood Entry Monument Sign

Project Location: Northwest corner of W Campbell Road and Blackwood Drive

City Council District 1 – Fall 2019 Cycle

Total Project Cost:	\$26,362.00
Requesting Amount:	\$21,090.00
Neighborhood Match:	\$5,272.00
Match %:	20%

Project Summary:

- Improve the neighborhood entrance sign at this location.
- Duplicate what has been installed at the Northeast and Southeast corner of N Garland Avenue and Sagebrush Trail within the neighborhood boundary.
- Remove current wood fencing and replace with new masonry monument sign. Build an additional stone column on right side, incorporate river rock around sign and add LED lights.





Neighborhood Demographics: The Hills at Firewheel Estates includes 234 single family homes.

Neighborhood boundaries:

- North – Green Apple (inclusive ... this is the Richardson city limit)
- South – W Campbell Road
- East – Spicewood Drive (inclusive) and Dutch Elm Court (west side of street)
- West – North Garland Avenue

Hills at Firewheel Blackwood Entryway Enhancement Proposal

The Hills HOA has aspirations to improve and beautify the heavily-used entryway on Blackwood Dr. off of Campbell Rd. Since this corridor is dominated by wooden fence lines on both sides and utility cut-outs on the East side, residents have often commented that it is unattractive.

Our project proposal is to replace the angled section of aged wooden fence with a permanent masonry monument signage wall to match the other two entryways into the Hills. A new end column is also part of the project.

The signage wall will identify and brand our neighborhood and be the defining element in this highly visible front bed.

We plan to replace the existing ground cover and ornamentals with river rock, which requires little maintenance and no water. The light-colored stones create a clean and bright appearance which will blend well with the existing landscape boulders and the proposed masonry wall with columns.

The final element is solar-powered LED lighting to illuminate the sign.



**Current
Status of
Entryway**



**Anchor
Column (on
right) to be
added as
shown in
retouched
image for
reference.**



**Overall
Conceptual
Plan of the
Finished
Project**

Entry signs on N. Garland Avenue & Sagebrush Trail



*Neighborhood is permitted to install an additional entrance sign

Staff Comments on Proposed Project:

Engineering Comments:

- We recommend identifying any underground utility conflicts where the sign is being proposed (wastewater, water, gas, cable, electrical, etc.).
- The sign appears to be within the Right of Way, approval from the Engineering Department will be granted via an executed License Agreement per Technical Standards Manual (TSM) Section 3.09. See Appendix 3D of the TSM for a template of the Agreement. This agreement can be submitted just prior to permitting the sign with Building Inspections.

Building Inspection Comments:

- Sign will require a permit. Sign must conform to sign ordinance and not obstruct visibility.

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Spring Creek Estates Neighborhood Association

Project Name: Neighborhood Playground

Project Location: 6718 Rutledge Road

City Council District 1 – Fall 2019 Cycle

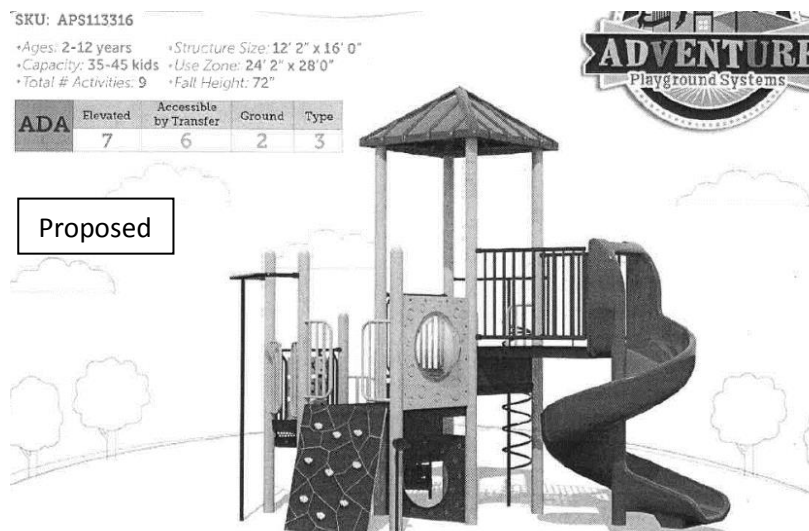
Total Project Cost:	\$41,360.00
Requesting Amount:	\$33,088.00
Neighborhood Match:	\$8,272.00
Match %:	20%

Project Summary:

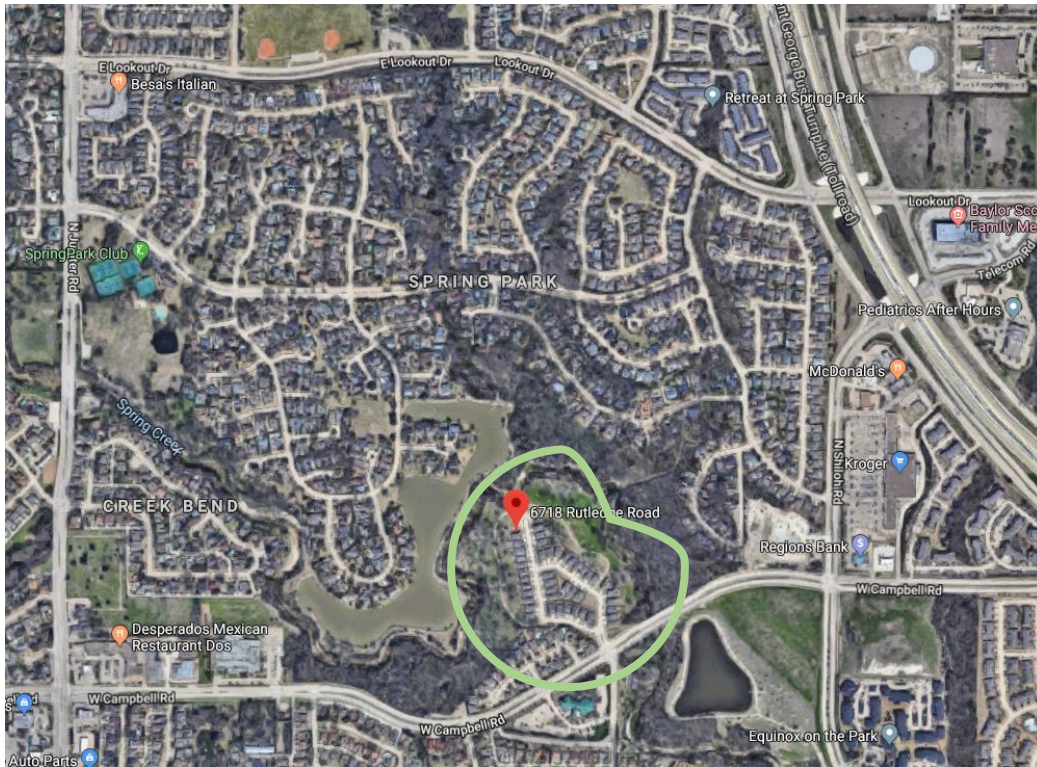
- Install a playground & fence at this location. Playground will have 1 half ADA ramp, 2 benches and 2 trash receptacles. Fence will be wrought iron railings.
- Neighborhood does not currently have a playground within walking distance.
- Proposed surface area is 582 square feet with an 87' perimeter.



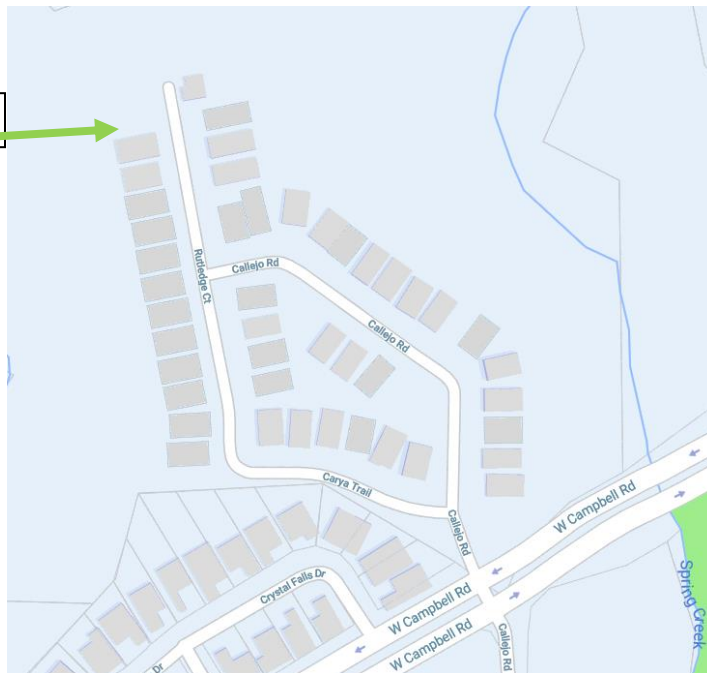
Current



Proposed



Proposed playground location



Neighborhood: Spring Creek Estates includes 43 single family homes.

Neighborhood boundaries:

- North – Spring Creek
- South – W Campbell Road
- East – Callejo Road
- West – Rutledge Court

Staff Comments on Proposed Project:

Engineering Comments:

- There is a 100-year floodplain and drainage easement within this area and a 10' Utility Easement around the cul-de-sac; however, the preliminary site plan appears to show the playground outside of these areas, which will be acceptable.
- Any improvements within the drainage easement or utility easement would require a Real Property Improvement Authorization, per the Technical Standards Manual Appendix 3E; this can be requested prior to permitting/construction.

Building Inspection Comments:

- Building permit will be required for fence.

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Spring Park Neighborhood Association

Project Name: Band Field Playground Replacement

Project Location: South of Springpark Way, end of cul-de-sac off Jonandrea Lane & Kristin Court

City Council District 1 – Fall 2019 Cycle

Total Project Cost:	\$28,668.00
Requesting Amount:	\$22,934.40
Neighborhood Match:	\$5,733.60
Match %:	20%

Project Summary:

- Replace current playground with new upgraded playground
- Playground will be installed in same general area as current one



Current

Burke
PLAY THAT MOVES YOU

BCIBURKE.COM | 800.266.1250



Proposed

PROPOSAL: 36-122762-1

SPRING PARK HOA KRISTIN CT

Child's Play, Inc.
Parks & Playgrounds

- Existing 24" stormwater pipe appears to cross under existing/proposed playground location. There is approximately 3-5 feet of cover on top of the pipe. We recommend the replacement playground structure to be located 10 feet away from the stormwater pipe centerline to allow for any future maintenance of the pipe system. Reference As-built #730866, sheet 7 for the pipe location. Notify the City if you plan to dig any deeper than 24" for your equipment installation.
- Consider moving playground location behind 3105 & 3103 Annette or closer to 6509 & 6511 Kathleen Ct. If the new playground must go in the current location, just be aware that IF the City ever needs to replace the stormwater pipe, technically the City would not have to replace the playground, if removal is necessary.
- The playground improvements are within an easement area and will require a Real Property Improvement Authorization, per the Technical Standards Manual Appendix 3E; this can be requested prior to permitting/construction.



Neighborhood: Spring Park HOA includes 865 single family homes & over 130 acres of maintained common areas.

Neighborhood boundaries:

- North – E Lookout Drive
- South – W Campbell Road
- East – N Shiloh Road
- West – N Jupiter Road

*small green square identifies location of where playground will be installed.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: November 18, 2019

Item Title: Rick Oden Master Plan Final Concept

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

In accordance with the approved 2019 Bond Program, Rick Oden Park was identified as a community park with major renovation needs, and following a Special Meeting on May 15, 2019, staff was authorized to develop a master plan to re-design the park. Subsequently, staff engaged with Kimley-Horn and Associates to perform the master plan design, from which a concept plan will be generated that will guide the development of detailed construction plans for the proposed amenities. John Fielder with Kimley-Horn as well as staff will present the concept plan and be available to discuss any aspects of the design.

A public input meeting was held on November 6, 2019 during the regular meeting of the Parks and Recreation Board to solicit feedback from stakeholders in the community. A public hearing will be held on this item at the November 19, 2019 Regular Meeting to obtain further input from the community prior to advancing design efforts.

Recommendation/Action Requested and Justification

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

Attachments

Rick Oden Master Plan Presentation



City of Garland

Parks, Recreation & Cultural Arts Department

RICK ODEN PARK MASTER PLAN

CITY COUNCIL WORK SESSION - NOVEMBER 18, 2019



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Kimley»Horn

Outline

Review Bond 2019 Project Info

- Project Background
- Bond 2019 Project Info
- Project Funding
- Reference Images of Park Improvements

Review Rick Oden Park Concept

- Review Color Rendered Concept Plan
- Receive Feedback/Comments

Summary of Park Improvements

Project Background

- Coordination with Bond Committee to identify community park needs
- Gathered feedback from public during bond presentations
- Approval of 2019 Bond Election
- Considered site constraints to identify feasible locations for the proposed community park improvements
- Preparation of Master Plan Concept
- Public Meeting and Parks Board Presentation on November 6, 2019

Summary of Park Improvements

Public Meeting and Parks Board Presentation – November 6, 2019

- Traffic Considerations (Miller/Glenbrook and Briarwood/Glenbrook Intersections)
- Crime/Security/Lighting
- Addition Multi-Use Court
- Additional Picnic Areas/Retain Picnic Areas
- Additional Tennis Center Improvements
- Baseball Fields (Concern over 1 baseball field vs multiple fields)
- Connectivity Throughout the Park
- Playground Theming
- Additional Buffering
- Parking / Site Access Issues at South End of Park

Summary of Park Improvements

Rick Oden Park Improvements – 2019 Bond Election

- Parking Expansion / Entry Drive Replacement
- Restroom Buildings
- Drainage Improvements
- Pedestrian Bridge
- Sidewalk/Trail Replacement and Expansion
- Baseball Field Renovations and Improvements
- Tennis Center Pro-Shop
- Regional Playground
- Site Furnishings
- Existing Site Demolition
- Site Infrastructure

Project Funding

Funding Source	Amount
2019 Bond Improvements – Rick Oden Park	\$10,000,000
Contingency, Indirect Costs, and Program Management	\$3,700,000
Total 2019 Bond Funding	\$13,700,000
Issued CO Funds Skate Park (20,000 SF)	\$1,000,000
Issued CO Funds Playground	\$250,000
Funding Available	\$14,950,000
Unfunded Skate park (+20,000 SF)	\$1,000,000
Splash Pad – Pending Aquatics Master Plan Recommendation	TBD
Total Funding	\$15,950,000

Summary of Park Improvements



Rick Oden Park Existing Features

- Baseball Fields (3)
- Baseball Practice areas (2)
- Tennis Center
 - 1,000 SF Pro Shop
 - 13 Tennis Courts
- Playground
- Multi-Use Court
- Unstriped Parking Areas and Entry Drives
- Picnic Areas
- Restrooms
- Concession Building



Rick Oden Park Concept Plan

- Baseball Field
(375' to Center)
- 2,000 SF Baseball Plaza
- 40,000 SF Skate Park
- ±2 Miles of Trail & Sidewalks
- 3,500 SF Tennis Pro-Shop
- 8,800 SF Playground
- Buffer/Planting Areas
- ± 8.5 AC Open Play Area
- 2 Restroom Buildings
- 2 Pavilions
- 4,500 SF Food Truck Plaza
and Picnic Area
- 262 Parking Spaces







GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: November 18, 2019

Item Title: Skate Park Final Concept

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

On February 5, 2019, City Council approved the design phase services for SPA Skateparks with Newline Skateparks to begin the concept design of the proposed skate park in Rick Oden Park. Staff was directed to design a 40,000 square foot skate park with an option to construct half (20,000 square feet) in an initial construction phase and the second half at a later date. Staff held two public input meetings to garner feedback from the community as to what priorities the Garland citizens and other skate park users have for the proposed park. An initial meeting was held on April 9, 2019 to gather input on what types of skate features the citizens prefer for their park. A second meeting followed on September 9, 2019 where citizens were presented with a concept that reflected their initial input from the April 9 meeting. Following the meeting in September, minor modifications were made based upon the feedback received in September, and City staff is presenting the concept for a final review by the public.

A public input meeting was held on November 6, 2019 during the regular meeting of the Parks and Recreation Board to solicit additional feedback from stakeholders in the community. A public hearing will be held on this item at the November 19, 2019 Regular Meeting to obtain further input from the community prior to advancing design efforts.

Recommendation/Action Requested and Justification

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 3, 2019 Regular Meeting.

Attachments

Skate Park Presentation 1.1



City of Garland

Parks, Recreation & Cultural Arts Department

SKATE PARK PRESENTATION

CITY COUNCIL WORK SESSION - NOVEMBER 18, 2019



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Kimley»Horn

Outline

Project Background

- Rick Oden Park Site Selection
- Parks Board Public Hearing – November 2018
- Size Recommendation
- Direction from Council to Proceed with Conceptual Design – December 2018

Public Input

- Meeting #1 – Gather Information and Feedback – April 8, 2019
- Meeting #2 – Present Conceptual Design – September 10, 2019
- Meeting #3 – Parks Board Presentation and Public Feedback – November 6, 2019

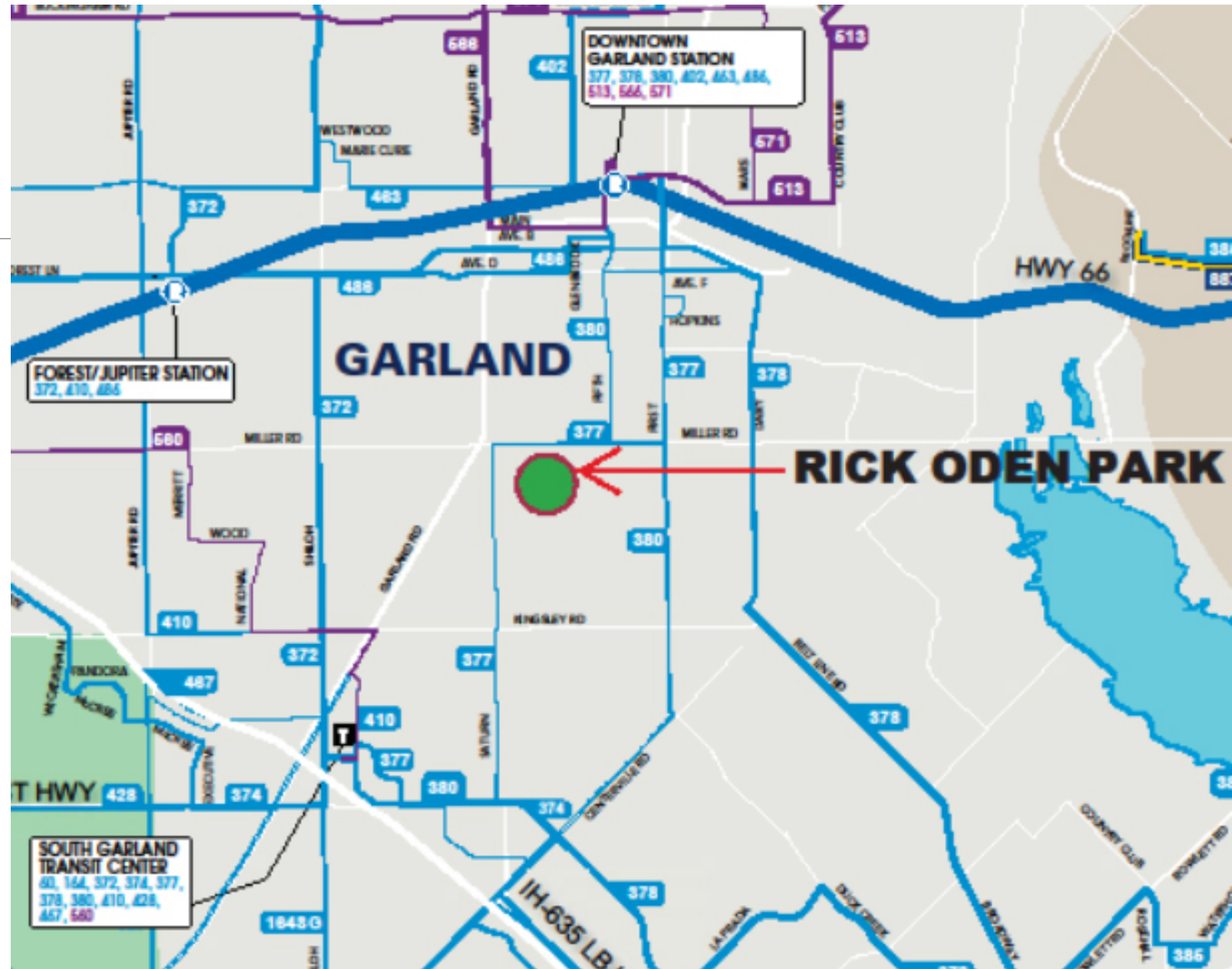
Conceptual Design

- Combination Terrain / Plaza and Transition Features (40,000 SF)

Park Location Map

Rick Oden Park

- 1010 West Miller Road
- Located along bus route (Route 377)
- Approximately 2 miles from Downtown Garland Station



Rick Oden Park Site Selection Public Input

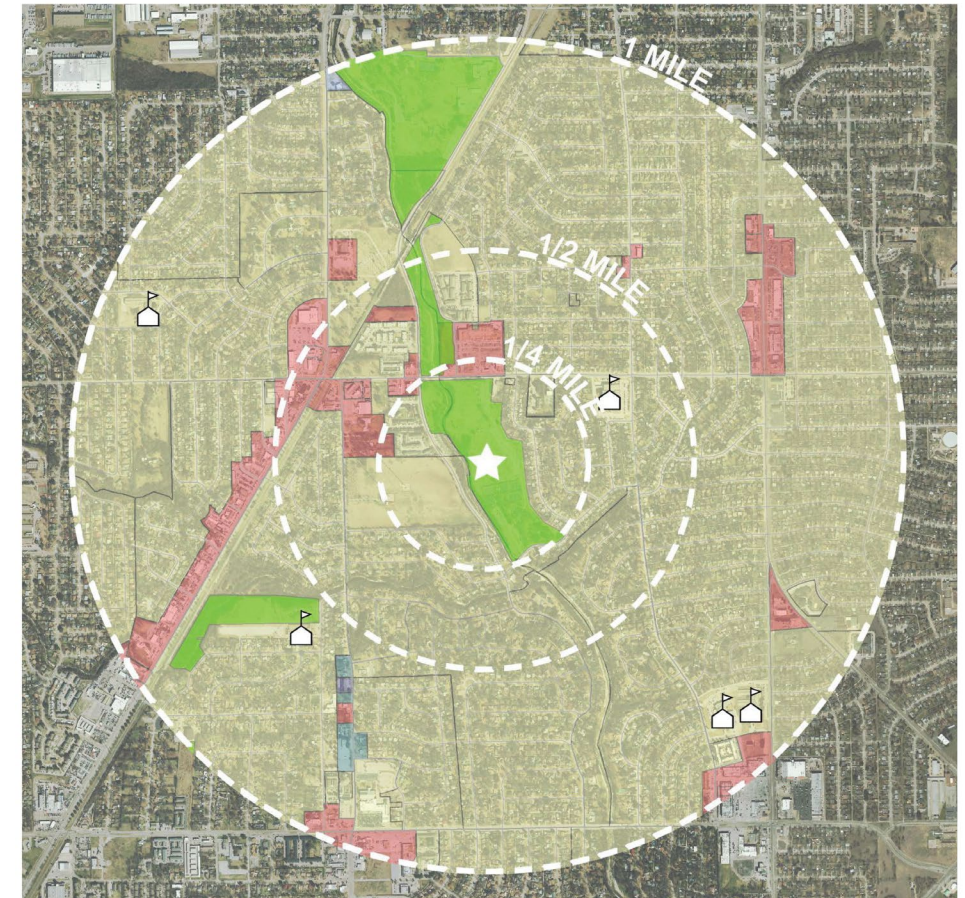
Staff Sent 150+ Notices Sent to Surrounding Property Owners

Staff Received 10 Responses

Parks Board Public Hearing to Receive Comments from Public on 11/7/2018

PROXIMITY MAP KEY

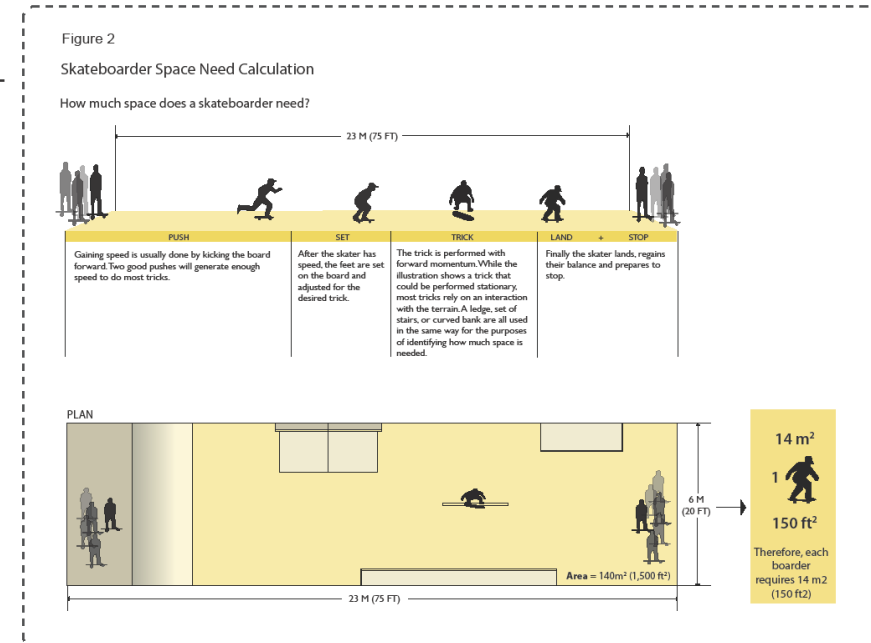
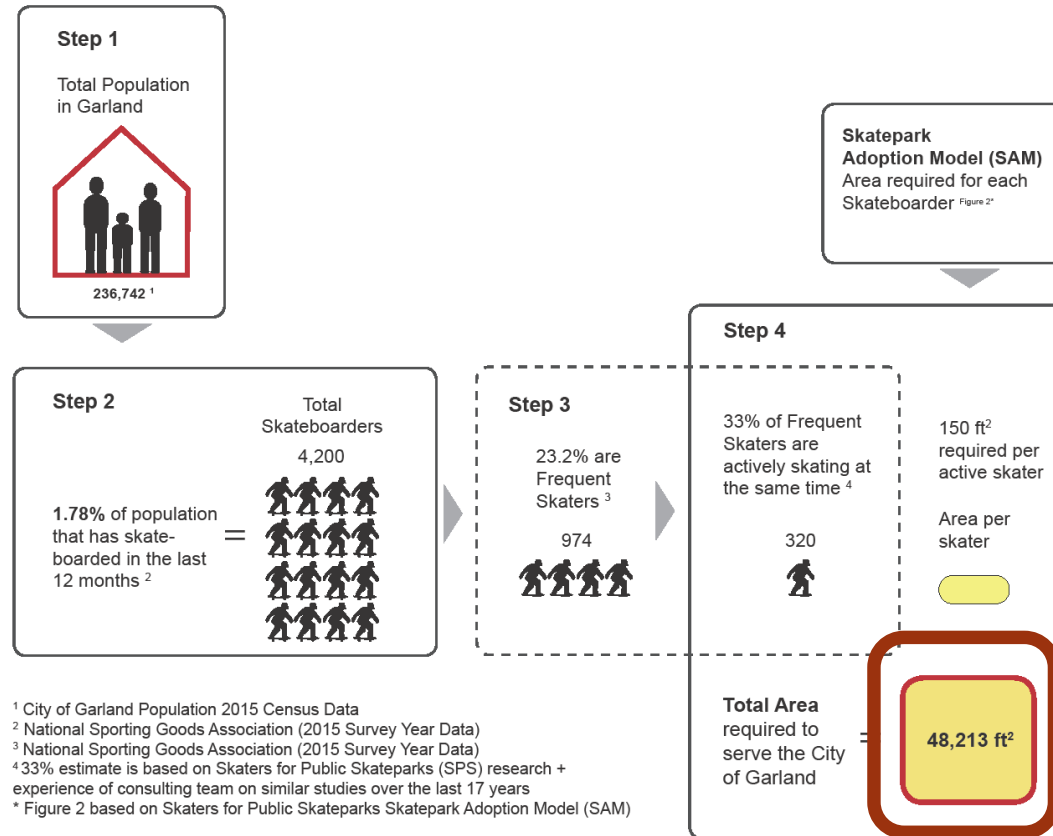
	RESIDENTIAL
	RETAIL/COMMERCIAL
	PARK/COMMUNITY
	NEIGHBORHOOD OFFICE



Garland Skatepark

Determining the Level of Need

Calculating the City of Garland's Skateboarding User Population and Terrain Area Needs



¹ City of Garland Population 2015 Census Data

² National Sporting Goods Association (2015 Survey Year Data)

³ National Sporting Goods Association (2015 Survey Year Data)

⁴ 33% estimate is based on Skaters for Public Skateparks (SPS) research + experience of consulting team on similar studies over the last 17 years

* Figure 2 based on Skaters for Public Skateparks Skatepark Adoption Model (SAM)

Council Direction

Option 1 – Community Skate Park Facility

- Approximately 20,000 SF
- Fulfills Nearly Half of Estimated Need
- Estimated Project Cost \$1m

Option 2 – City-Wide Skate Park Facility

- Approximately 40,000 SF Total in Two Phases
- Nearly Fulfills Estimated Need
- Estimated Project Cost \$2m

Public Input – Meeting #1

April 8, 2019 – Gathered Feedback from Public

- Over 90 Attendees / Participants
- Presentation of Options
- Feedback Forms
- Questions / Answers

Feedback / Preferences

- Group Asked to Respond on Preference for Types of Skate Parks Elements
 - Beginner Area
 - Terrain / Plaza Features
 - Transition Features
- Group asked for facility size preference (20,000 SF vs 40,000 SF)





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GARLAND SKATEPARK

CONCEPT DESIGN PRESENTATION - FEEDBACK FORM

Name: _____ Age: _____ ☐ Male ☐ Female ☐ NA

1. What is your primary interest in this project?

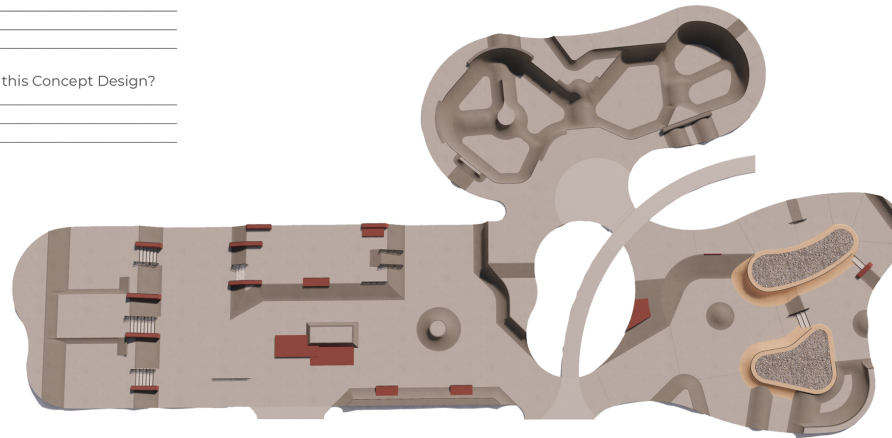
- ☐ I'm a skateboarder, BMXer, or other active park user ☐ I'm an interested local resident
☐ I'm a parent/guardian or spectator of an active user ☐ I'm a local resident living nearby
☐ Other (please specify): _____

2. How often do you skate/ride?

- ☐ every chance I get ☐ once or twice a week ☐ once or twice a month ☐ not often ☐ never

3. What are some things you LIKE about this Concept Design?

4. What are some things you DON'T LIKE (or would change) about this Concept Design?



Use the space provided to sketch or write out any ideas you have for the design.



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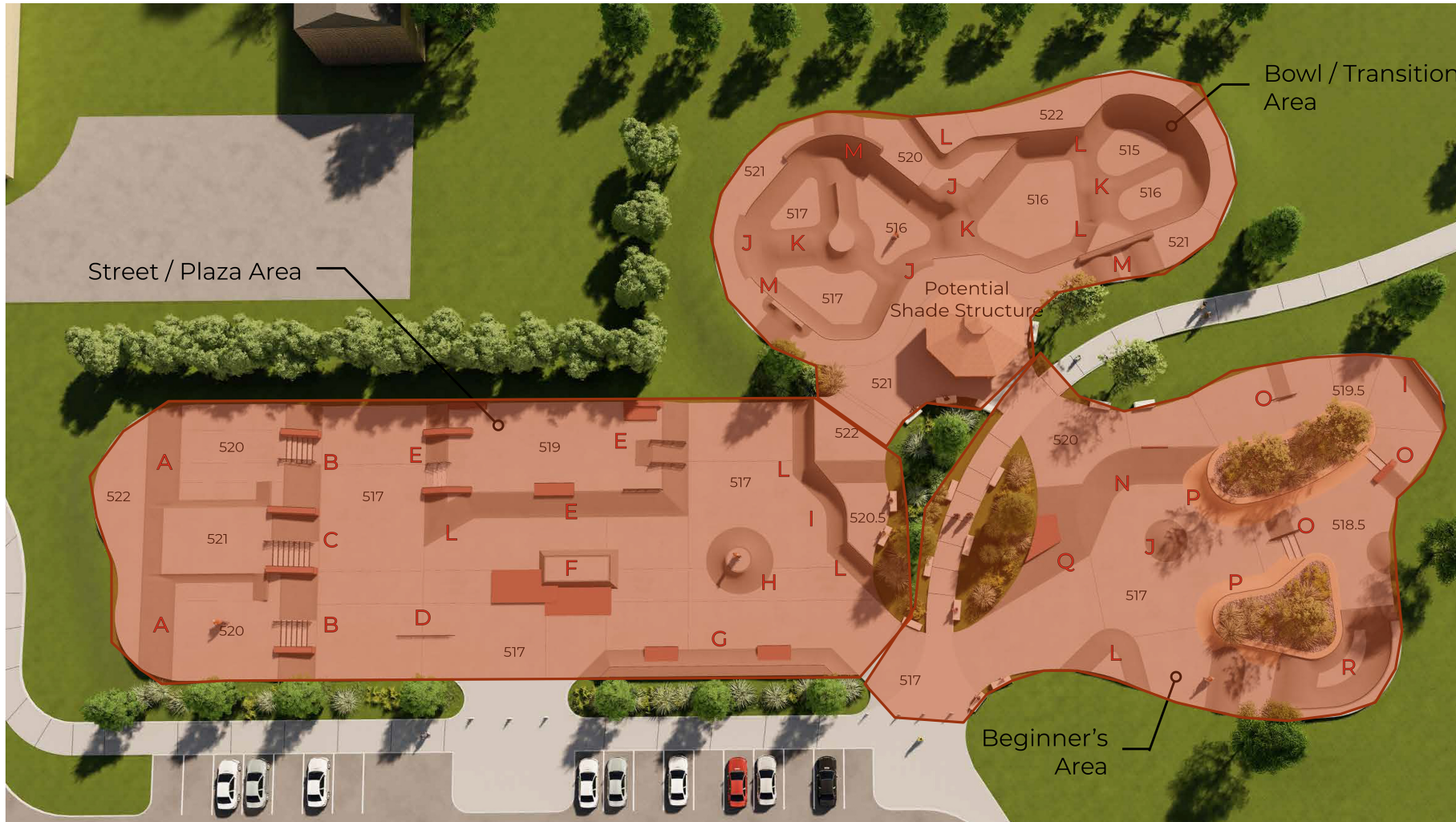
SPA SKATEPARKS



GARLAND, TX
SEPTEMBER, 2019

WWW.SPASKATEPARKS.COM
WWW.NEWLINESKATEPARKS.COM

Skate Park Concept





GARLAND

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Public Input – Meeting #3

November 6, 2019 – Parks Board Presentation and Public Feedback

Comments/Concerns

- Larger (40,000 SF) Skate Park Requested
- Lighting at Skate Park
- Visibility from Miller Road
- Crime/Security Concerns

Thank You!



Questions and Comments?



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: November 18, 2019

Item Title: Homeless Task Group Initiative Update

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

The Police Department will update Council on the activities of the multi-department homeless task group.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Homeless Camp Cleanup Task Group - Update

Homeless Camp Task Group - Update

November 18th, 2019



CITY OF GARLAND NOTICE

DATE POSTED: **September 3 2019**
TIME POSTED: **0807 AM**

THIS IS PRIVATE PROPERTY AND THE OWNER HAS REQUESTED THAT YOU LEAVE THE PROPERTY. IF YOU REMAIN YOU ARE TRESPASSING. PERSONAL PROPERTY LEFT OR STORED ON THIS PROPERTY CONSTITUTES A VIOLATION OF ONE OR MORE ORDINANCES OF THE CITY OF GARLAND. THE CITY OF GARLAND INTENDS TO REMOVE ALL PERSONAL PROPERTY LOCATED IN THIS AREA.

IF YOU DO NOT REMOVE ALL OF YOUR BELONGINGS FROM THIS PROPERTY BY:
SEPTEMBER 9 2019 9 AM
(DATE AND TIME)

THE BELONGINGS WILL BE REMOVED BY THE CITY OF GARLAND.

IF YOUR BELONGINGS ARE REMOVED FROM THIS PROPERTY BY THE CITY OF GARLAND YOU MAY CALL 972-205-3909 FOR INFORMATION ON RECOVERING YOUR BELONGINGS OR YOU MAY GO TO THE GARLAND CITY POUND LOCATED AT:

1630 COMMERCE ST. GARLAND, TEXAS 75040

BELONGINGS REMOVED WILL BE HELD AT THE GARLAND CITY POUND FOR FIVE (5) DAYS AFTER THEIR REMOVAL. AFTER THAT TIME, THE PROPERTY WILL BE DISPOSED OF.

FOR INFORMATION ABOUT THIS NOTICE CALL: 972-485-4663



CIUDAD DE GARLAND AVISO

FECHA DE AVISO:
TIEMPO DE AVISO:

Esta es una propiedad privada y el dueño ha solicitado que abandone la propiedad. Si permanece está invadiendo. La propiedad personal dejada o guardada en esta propiedad constituye una violación de una o más ordenanzas de la ciudad de Garland. La ciudad de Garland tiene la intención de eliminar todos los bienes personales ubicados en esta área.

Si no elimina toda su propiedad de esta ubicación en esta fecha y hora:
(Fecha y hora)

La propiedad será removida por la Ciudad de Garland.

Si la ciudad de Garland retira su propiedad de esta ubicación, puede llamar, 972-205-3909, para obtener información sobre cómo recuperar su propiedad. También puede ir a la sala de propiedades de la ciudad de Garland, ubicada en:

1630 COMMERCE ST. GARLAND, TEXAS 75040

La propiedad recolectada permanecerá en la sala de propiedades de la ciudad de Garland durante cinco días después de ser retirada. Después de ese tiempo, la propiedad será eliminada.

Para obtener información sobre este aviso, llame al: 972-485-4663.

September 9th

2500 S. Garland

Contacts - 6

4.6 Tons





Garland police officer applauded for helping homeless man get back on his feet

Published September 13 | Garland | FOX 4 News Dallas-Fort Worth

GARLAND, Texas - A Garland Police Department officer is being applauded for helping a homeless man who used to be a truck driver get his driver's license back, and help him find a place to stay.



September 16th

1102 SH 66

Contacts - 6

12.85 tons



September 23rd

702 W. I-30
2018 Northwest Hwy

Contacts - 2

6.18 tons



September 30th

I-30 at Castleglen
5900 Duck Creek

Contacts - 0

2.5 tons



October 7th

1300 Mars Dr.
5800 Greenbelt

Contacts - o

2.57 tons



October 14th

3302 W. Walnut
3610 W. Walnut
3430 Forest Ln.

Contacts – 1

2.2 tons



October 20th



November 4th

3159 S. Garland
1102 NW Hwy
1310 Glenbrook
5026 Zion
5701 Broadway

Contacts- o

2.96 tons

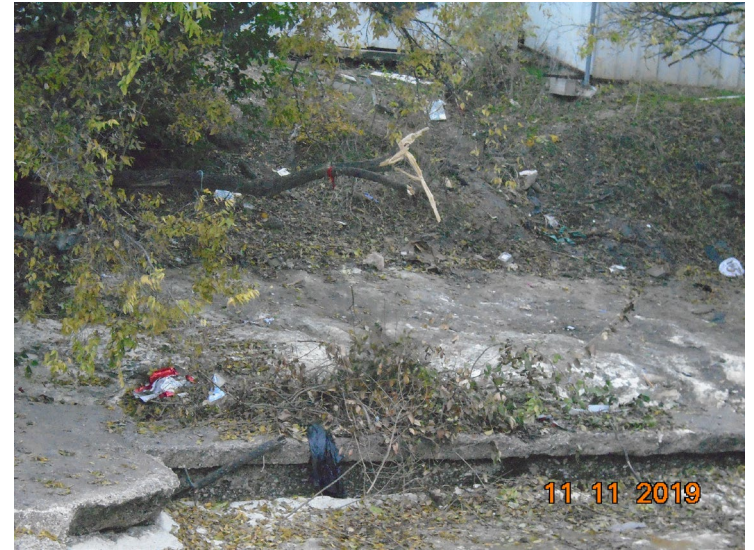


November 11th

529 E. Centerville
4445 Saturn Rd.
300 Forest Crest

Contacts - 6

6.67 tons



459
HOURS ON
SITE

Stormwater

247.5

Police

120

Environmental Waste

44.5

Code Enforcement

43

Water Utilities

4

40.53

TONS OF
DEBRIS
REMOVED

19

SITES
CLEANED

Questions?



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. d.

Meeting Date: November 18, 2019

Item Title: Shopping Cart Ordinance Update

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

The Police Department will update Council on the implementation of the shopping cart ordinance that was adopted at the September 3, 2019 Regular Meeting.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. e.

Meeting Date: November 18, 2019

Item Title: Sex Offender Ordinance

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

The Police Department will present an updated draft of the sex offender ordinance that will place residency restrictions around areas where children commonly gather.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Sex Offender Residency Draft Ordinance

- DRAFT -

For Discussion Purposes Only – Non-Final and Unapproved

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 26, POLICE-MISCELLANEOUS PROVISIONS AND OFFENSES, OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council finds, determines and declares that:

Sex offenders are a serious threat to public safety; and

The recidivism rate for released sex offenders is alarmingly high, especially for those who commit their crimes against children; and

That establishing a policy to restrict the property available for residence of sex offenders will provide better protection for children gathering in the City; and

Article 42.12(13B) of the Texas Code of Criminal Procedure provides a 1000-foot safety zone for children, as a condition of probation for those convicted of certain sexual offenses;

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

Section 1

That Chapter 26, Police - Miscellaneous Provisions and Offenses, of the Code of Ordinances of the City of Garland, Texas, is hereby amended by the addition of Section 26.35 to read as follows:

Sec. 26.35 Regulation of Sex Offender Residency within the City of Garland

(A) Definitions. For the purposes of this section, the following terms, words, and the derivations thereof shall have the meanings given herein:

(1) Minor. A minor is a person younger than 17 years of age.

- (2) Permanent residence. A place where a person abides, lodges, or resides for 14 or more consecutive days.
- (3) Temporary residence. A place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

(B) Offense.

- (1) Residency prohibition. For each person required to register on the Texas Department of Public Safety's Sex Offender Database (the "Database") because of a violation involving a victim who was less than 17 years of age at the time of the offense, it is unlawful for that person to establish a permanent residence or temporary residence within 1,000 feet of any premises where children commonly gather, which, for purposes of this section, shall be a public park, private school, public school, or any of the following located within a regional mall: private playground, private sporting facility, or private park.
- (2) Evidentiary matters; measurements.
 - a. It shall be prima facie evidence that this section applies to such a person if that person's record appears on the Database and the Database indicates that the victim was less than 17 years of age at the time of the offense.
 - b. For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described herein above, or, in the case of multiple residences on one property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described herein.

- c. A map depicting the prohibited areas shall be maintained by the City of Garland. The city shall review the map at least annually for changes. Said map will be available to the public at the Garland Police Department.
- (3) Culpable mental state not required. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this chapter.
 - (4) Affirmative defenses. It is an affirmative defense to prosecution that any of the following conditions apply:
 - a. The person required to register on the Database established the permanent or temporary residence and has complied with all of the sex offender registration laws of the State of Texas, prior to the date of the adoption of this Ordinance.
 - b. The person required to register on the Database was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.
 - c. The person required to register on the Database is a minor.
 - d. The premises where children commonly gather, as specified herein, within 1,000 feet of the permanent or temporary residence of the person required to register on the Database was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the State of Texas.
 - e. The information on the Database is incorrect, and, if corrected, this section would not apply to the person who was erroneously listed on the Database.

Section 2

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

Section 3

That Chapter 26, Police - Miscellaneous Provisions and Offenses, of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

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

Section 5

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

PASSED AND APPROVED this the _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. f.

Meeting Date: November 18, 2019

Item Title: Statement of Concern Regarding the Texas Legislature and Local Governments

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

At the November 4, 2019 Work Session, Council discussed adopting a statement of concern regarding comments by Speaker of the House Dennis Bonnen about local governments and local government officials. Council directed that a revised resolution be prepared containing that statement of concern. A revised draft resolution has been placed on the November 19, 2019 Regular Meeting as an item for individual consideration. At the conclusion of the work session, the Mayor asked that the item also be placed on this work session for further discussion and refinement as Council considers necessary.

Recommendation/Action Requested and Justification

Council is requested to consider the revised draft resolution in advance of the regular meeting at which the resolution will be presented for a formal vote.

Attachments

statement of concern local control

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FOR DISCUSSION PURPOSES ONLY
Non-Final and Unapproved

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE CITY COUNCIL'S CONCERNS REGARDING THE LEADERSHIP OF THE TEXAS HOUSE OF REPRESENTATIVES AND THE LEGISLATURE'S CONTINUING EFFORTS TO ERODE LOCAL CONTROL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, cities provide the most direct sort of services to their citizens, affecting lives and the quality of living every day, including fire, police, and other first responders, public health services, streets and roads, waste and recyclable services, storm drainage response, clean and safe water supplies, park, libraries, and other lifestyle services;

WHEREAS, the state itself looks to cities to be the main source of delivering governmental services that it is unable provide itself to the average citizen in order to provide Texans the things needed most to live, work, and play;

WHEREAS, over 100 years ago the people of Texas voted to provide for local home-rule for Texas cities so that the citizens of cities like Garland could have direct and local control over matters affecting their lives;

WHEREAS, the people of this state expect cooperative and efficient government on all levels; oppressive over-regulation of local matters benefits no one other than certain legislators who cater to wealthy special interest lobbying groups at the expense of the people who live in cities and who want to control locally the activities of the cities in which they live;

WHEREAS, the Speaker of the House of Representatives, Dennis Bonnen, has been recorded as disparaging local control and locally elected public officials, telling a wealthy special interest lobbying group that his goal for the next legislative session is to make it the worst "in the history of the legislature for cities and counties";

WHEREAS, to make matters worse, Speaker Bonnen and one of his main operatives, State Representative Dustin Burrows, R-Lubbock, asked a wealthy special interest lobbying group, Empower Texans, to target a list of representatives *in their own party* in the

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upcoming primary elections, purportedly offering to provide special treatment for that lobbying group if it cooperated;

WHEREAS, in the process of disparaging locally-elected representatives of cities and other local governments, Bonnen also commented in the crudest terms about fellow members of the Texas House of Representatives calling out, among others, one of our own representatives, Rep. Ana-Maria Ramos;

WHEREAS, the irony of Bonnen and his followers catering to wealthy special interest lobbying groups while condemning so-called "taxpayer-funded lobbying" has not been lost on Garland;

WHEREAS, Bonnen and his followers championed a number of bills last session that eroded if not denuded local control in a manner that will eventually hurt the levels of services provided to the citizens;

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

Section 1

That the City Council of the City of Garland, Texas expresses its concerns and disappointment that leadership of the Texas Legislature, influenced no doubt, by the financial support of a small but wealthy special interest group, has made a sport of hammering Texas cities with laws that strip them of local control and with laws that continue to function as unfunded mandates, all the while clamoring to silence any city-fronted opposition by casting any dissenting voices as coming from "taxpayer-funded lobbying". Such laws are an affront to the citizens of Garland, disempowering them from controlling on a local level matters that affect them directly and disenfranchising them of their votes in local elections. Home-rule cities like Garland are not a creature of the State - they are a creature of the citizens, a function of the Texas Constitution, and an integral component of effective governance. The City Council asks that the Texas Legislature stop bowing to the will of wealthy lobbying groups and instead recognize the important role that cities play in the delivery of government services to the people.

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Section 2

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

Section 3

That the following members of the City Council, by affixing their signatures below, endorse the content of this resolution:

PASSED AND APPROVED this the ____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

ENDORSED:

Mayor

Council, District 1

Council, District 2

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FOR DISCUSSION PURPOSES ONLY
Non-Final and Unapproved

Council, District 3

Council, District 4

Council, District 5

Council, District 6

Council, District 7

Council, District 8



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. g.

Meeting Date: November 18, 2019

Item Title: Administrative Services Committee Update

Summary of Request/Problem

Robert Smith, Chair of the Administrative Services Committee, will provide a committee report on the following items:

- OPEB Contributions
- City participation in Civil Evictions
- Rescheduling of first Tuesday Council Regular Session in November on a permanent basis

Recommendation/Action Requested and Justification

Discussion only.

Attachments

November Council Meetings Ordinance

Summary of OPEB Liability and Recommendation

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10, "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Sec. 10.14(A) of Chapter 10, "Administration" of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a to read as follows:

"Sec. 10.14 Time and place of regular Council meeting

(A) Unless otherwise established by resolution or ordinance, pursuant to article 3, section 8 of the Charter, the City Council shall conduct a regular meeting on the first and third Tuesdays of each month, beginning at 7:00 p.m. at City Hall provided that the first meeting of November shall be held on the first Monday of November."

Section 2

That Chapter 10, "Administration" of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

Section 4

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

PASSED AND APPROVED this the _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Administrative Service Committee Summary of OPEB Liability and Recommendation

City of Garland eligible retirees receive group health and dental insurance benefits. These benefits are commonly referred to as Other Post-Employment Benefits (OPEB). The Government Accounting Standards Board (GASB) has established reporting and accounting standards for these benefits. Under these standards, the cost of Post-Employment Benefits must be recognized as they are earned by employees over the span of their careers rather than at the time the benefits are actually paid out by the City. In particular, the GASB requires the City to disclose any Unfunded Actuarial Accrued Liability (UAAL) for OPEB within the annual financial statements. The UAAL represents the change in the total OPEB liability and in the OPEB plan's fiduciary net position. Carrying a large UAAL presents some concerns as it could potentially result in lower ratings from bond rating agencies in the future and adversely affect the City's ability to issue debt. As of December 31, 2018, the City of Garland's OPEB UAAL is approximately \$68.5 million (it should be noted that the bond rating agencies currently feel that the City's long-term liability burden is relatively low). The City has taken several steps in the past to mitigate against carrying a large UAAL, including the establishment of a multi-year OPEB funding strategy, moved all retiree insurance coverage for participants age 65 and older to a Medicare Supplemental Plan, and the City retirement contribution increases have been capped at a maximum of 3% per year.

The Administrative Service Committee's objective was to review the retiree eligibility restrictions for health-care benefits to look for opportunities to further decrease the OPEB unfunded liability without significantly affecting employee retention and/or recruitment. Currently, an employee is only eligible to participate in retiree health benefits if the following requirements are met:

- 5 years of service at age 60; or
- 20 years of service at any age

In addition, retirees must elect coverage at the time of retirement and maintain continuous, uninterrupted coverage to remain eligible.

The Administrative Service Committee was provided the financial impact on changing the City contribution based on years of service for multiple scenarios. After review of these financial impacts and discussions with staff regarding the potential impact on recruitment and retention, the Administrative Service Committee would like to change the retiree health insurance eligibility requirements to the following:

In order to be eligible for Retiree Health benefits a retiree must do the following:

- 1) Meet eligibility requirements of TMRS – 5 years of service credits and over the age of 60 or 20 years of service credits (Current Practice)
- 2) Elected coverage at time of retirement and maintain continuous uninterrupted coverage (Current Practice)
- 3) Must have had 10 years of service with the City (**New recommendation**)

This change will be effective January 1, 2020 for all new hires. All current active employees will be grandfathered in under the current eligibility requirements. While this change will not impact the current OPEB UAAL, it will help mitigate the impact of future UAAL increases.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. h.

Meeting Date: November 18, 2019

Item Title: Internal Audit Committee Report

Submitted By: Ted Domitrovich, Sr. Auditor

Summary of Request/Problem

Rich Aubin, Chair of the Internal Audit Committee, will provide a committee report on the following items:

1. External Audit – FY/2019 Annual Audit
2. Expense Report Audit
3. Kraft Employee Retention Audit
4. FY/2020 Annual Audit Plan

Executive Session

The City Council will adjourn into executive session pursuant to Sections 551.089 of the Texas Government Code to deliberate or discuss the following:

- IT Security Risk Assessment

Recommendation/Action Requested and Justification

Council discussion.
