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 14, 2022
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. Club Creek Parking Restrictions

Council is requested to remove the parking restrictions on Mallards Pond St., Heathers Moor St., and Shannons Pl. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 15, 2022 Regular Meeting.

b. The Flood-Prone Property Buyout Program Ordinance

Council is requested to approve the proposed amendments to Chapter 31, Article VII Flood Damage Prevention, Section 31.100 and addition of Section 31.108 Voluntary Flood-Prone Property Buyout of the Code of Ordinances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 15, 2022 Regular Meeting.

c. Easement Modification Agreement with Oncor Electric Delivery Company, LLC

Council is requested to adopt a resolution which authorizes the Mayor to execute an Easement Modification Agreement with Oncor. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 6, 2022 Regular Meeting.

d. Property Acquisition - 1510 High Meadow Drive from Ivan and Emily De Santiago

Council is requested to approve the purchase of 1510 High Meadow Drive from Ivan & Emily De Santiago in the amount of $66,500. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 6, 2022 Regular Meeting.

e. Removal of Ferris Road from the Thoroughfare Plan

Council is requested to consider removing Ferris Road from the Thoroughfare Plan so that it can be formally abandoned. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 6, 2022 Regular Meeting.

f. Investment Portfolio Summary

Staff presents the Portfolio Summary report to Council each quarter. The report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Strategy and Investment Policy.

4. Verbal Briefings:

a. Transportation Initiatives Briefing

The Director of Transportation will brief Council on two innovative initiatives:

- *Innovative Truck Priority Project partnership with the NCTCOG*
- *Application for a grant for an automated shuttle vehicle between the VA Hospital District and Downtown Garland including the DART train station.*

b. City of Garland Public Art Process

Staff is requesting Council's feedback and direction on the Public Art Process.

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 551.072 and 551.071 of the Texas Government Code to deliberate or discuss:

1. **the City's acquisition of real property by eminent domain (551.072) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).**

The City Council will adjourn into executive session pursuant to Section 551.074 of the Texas Government Code (relating to personnel) to interview a candidate to serve as City Manager.

7. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. a.**

Meeting Date: November 14, 2022
Item Title: Club Creek Parking Restrictions
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Vibrant Neighborhoods and Commercial Centers

---

ISSUE

The Homeowners Association and the neighbors have jointly requested that Council rescind the parking restrictions.

RECOMMENDATION

Remove the parking restrictions on Mallards Pond St., Heathers Moor St., and Shannons Pl. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 15, 2022 Regular Meeting.

BACKGROUND

Concerns regarding access and parking along Cul de sac islands in Club Creek were brought to council for parking restrictions at the request of the Homeowners Association.

Subsequent discussions have resulted in an agreement among the neighbors in Club Creek to resolve the issue through different means.

The Homeowners Association and the neighbors have jointly requested that the council rescind the parking restrictions.

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. b.**

Meeting Date: November 14, 2022
Item Title: The Flood-Prone Property Buyout Program Ordinance
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Areas: Safe Community
Sound Governance and Finances

ISSUE

Consider amendments to Chapter 31: Article VII Flood Damage Prevention, to include revisions to Section 31.100 and the addition of Section 31.108 of the Code of Ordinances.

OPTIONS

1. Approve the proposed amendments to Chapter 31, Article VII Flood Damage Prevention, Section 31.100 and addition of Section 31.108 Voluntary Flood-Prone Property Buyout of the Code of Ordinances.
2. Take no action.

RECOMMENDATION

Option 1 - Approval of the proposed amendments to Chapter 31, Article VII Flood Damage Prevention, Section 31.100 and addition of Section 31.108 Voluntary Flood-Prone Property Buyout of the Code of Ordinances.
Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 15, 2022 Regular Meeting.

BACKGROUND

The Flood-Prone Property Buyout (FPPB) Program Ordinance and Guidelines were presented to Council at the October 17 Work Session as part of the TIM Committee Report. Council requested time to read through both documents and asked staff to include the FPPB Program on the November 14 Work Session for questions and answers.

CONSIDERATION

1. Council action is required to approve the proposed amendments to Chapter 31, Article VII Flood Damage Prevention, Section 31.100 and addition of Section 31.108 of the Code of Ordinances.
2. The proposed amendments have been reviewed and prepared by the City Attorney's Office.

Attachments

Chapter 31 Ordinance

FPBP Guidelines

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 31, "ENGINEERING" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1

That Section 31.100, "Preamble", of Article VII, "Flood Damage Prevention", of Chapter 31, "Engineering", is hereby amended by adding a new subsection (D)(6) to read in pertinent part as follows:

"**Section 31.100 Preamble**

. . .

(D) Methods of reducing flood losses. In order to accomplish its purposes, this article uses the following methods and provisions for:

. . .

(6) Purchasing flood-prone residential properties through a voluntary acquisition process initiated by the property owner. The property shall be dedicated to the City and maintained by the City in perpetuity as open space for the conservation of natural floodplain functions unless otherwise approved by the Director of Engineering."

SECTION 2

That Section 31.100, "Voluntary flood-prone property buyout", of Article VII, "Flood Damage Prevention", of Chapter 31, "Engineering", is hereby amended by adding a new section to read as follows:

"**Section 31.108 Voluntary flood-prone property buyout**

(A) The Director of Engineering is authorized to solicit applications from potential property owners whose residential property is susceptible to flooding. For the purpose of this

ordinance, a residential property shall be defined as a single-family, single-family attached or duplex.

(B) The Director of Engineering is authorized to negotiate and execute all documents and instruments necessary to acquire the highest prioritized property applications with the purchases being approved by City Council.

(C) Acquired properties shall be dedicated to the City and maintained by the City in perpetuity as open space for the conservation of natural floodplain functions unless otherwise directed or approved by the Director of Engineering.

(D) The buyout shall be in accordance with the current Engineering Department's Flood-Prone Property Buyout Program Guidelines."

SECTION 3

That Chapter 31 of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect except as amended by this Ordinance.

SECTION 4

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

SECTION 5

That this Ordinance shall become and be effective on and after the date of adoption and publication in accordance with law.

PASSED AND APPROVED this the ____ day of _____, 2022.

THE CITY OF GARLAND, TEXAS

_____
Mayor

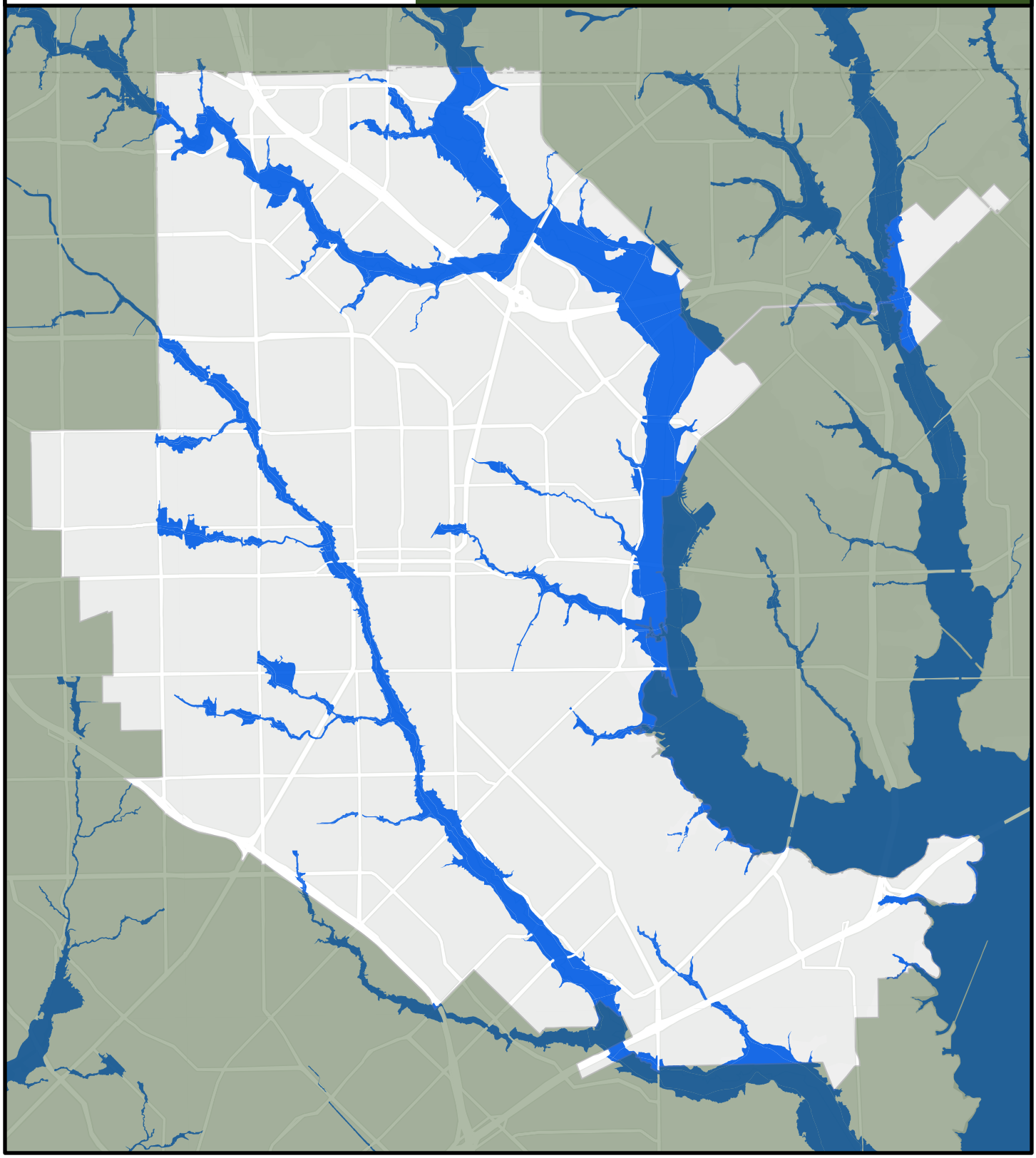
ATTEST:

_____
City Secretary

GARLAND

Flood-Prone Property Buyout Program Guidelines

October 17, 2022



PURPOSE

The purpose of this document is to outline the guidelines for City Staff to operate the Voluntary Flood-prone Property Buyout Program (FPBP) in a fair, consistent, and indiscriminate basis for all property owners. The City established a flood-prone properties fund through the 2019 Bond Program and adopted ordinance XXX in October of 2022 to allow for the disbursement of the funds. The flood-prone properties fund was created to purchase frequently flooding properties located in the floodplain, restore those properties to their natural flood functions, and promote the health, safety, and welfare of the residents. These guidelines outline the eligibility, evaluation, and prioritization of flood-prone properties as well as the buyout, demolition, and maintenance of the buyout properties. In October 2022, with staff guidance, the City Council's direction was to utilize the 2019 bond funds as a local matching grant source for FEMA Grant assistance programs.

VERSION HISTORY

Per the Voluntary Flood-prone Property Buyout Ordinance, as adopted by the City Council, this Guidelines document shall govern the buyout process. These Guidelines may be amended and approved by the Director of Engineering to adhere to FEMA regulations and to facilitate the flood-prone property buyout program.

VERSION NUMBER	REVISION DATE	SUMMARY OF CHANGES
1.0	10/17/2022	Original Document

TABLE OF CONTENTS

1.0 PROGRAM ELIGIBILTY (Engineering Department) 1
2.0 PROGRAM OUTREACH (Public & Media Relations Department) 1
3.0 APPLICATION PROCESS (Engineering Department) 1
4.0 EVAULATION OF APPLICATIONS (Engineering Department) 2
5.0 PROPERTY PRIORITIZATION (Engineering Department) 2
6.0 Grant funding (Engineering Department) 4
7.0 ALLOCATION OF FUNDS (Engineering Department) 4
8.0 PROPERTY SELECTION (Engineering Department) 5
9.0 buyout PROCESS (Engineering Department) 5
9.1 APPRAISALS 5
9.2 LAND BOUNDARY SURVEY 5
9.3 ENVIRONMENTAL ASSESSMENT 6
9.4 RELOCATION POLICIES 6
9.5 TRANSFER OF OWNERSHIP 6
10.0 PROPERTY DEDICATION (Engineering, Parks & Rec, and Neighborhood Vitality Departments) .. 6
10.1 GRANT FUNDED ACQUISITIONS 6
10.2 PERMITTED STRUCTURES 7
10.3 CITY FUNDED ACQUISITIONS (Not Applicable at this time) 7
10.4 PROPERTY REDEVELOPMENT (Engineering Department - Not Applicable at this time) 7
11.0 DEMOLITION (Engineering Department) 7
12.0 MAINTENANCE (Parks & Recreation Department) 8

1.0 PROGRAM ELIGIBILTY (Engineering Department)

The voluntary Flood-prone Property Buyout Program (FPBP) is available to any residential property that meets the following minimum requirements and may be amended to match FEMA and TWDB grant program's minimum eligibility requirements:

1. For the purposes of this program, a residential property shall be defined as single family, single family attached or duplex.
2. Property must be located within the effective FEMA 100-year floodplain or floodway, as identified on the most current Flood Insurance Rate Maps (FIRM) for Dallas and Collin Counties.
3. Property must be current on County/City Property Taxes.
4. Property must have a clear title without liens (mortgage liens excluded).
5. Property must have an active flood policy through the National Flood Insurance Program (NFIP)

2.0 PROGRAM OUTREACH (Public & Media Relations Department)

An outreach program to target potential flood-prone properties may include the following:

- Direct mailing campaign to all properties within the effective 100-year floodplain.
- Direct mailing campaign to all repetitive loss (RL) and severe repetitive loss (SRL) residential properties.
- Social Media campaign to highlight the City's Voluntary Flood-prone Property Buyout Program.
- Publication in the Garland City Press.
- Flyer outlining the program with Frequently Asked Questions to be placed in common areas of City buildings.
- Printable web page outlining the program with Frequently Asked Questions (similar to flyer).

The outreach campaigns should run between January and May to coincide with the application window outlined below.

3.0 APPLICATION PROCESS (Engineering Department)

The City will accept applications from potential flood-prone properties meeting the established eligibility requirements above. The application for potential property buyout will include a Statement of Voluntary Participation that must be signed by the applicant/property owner. Applications will be accepted during the following timeframe. Applications that meet the eligibility requirements will be kept on file and applicants do not need to reapply unless a flood condition has changed. Additionally, if changes are made to the ordinance reapplication may be required.

- Resident applications will open beginning March 1
- Resident Applications will close on May 31 (applications must be received by close of business (5:00 p.m.) on May 31 or the last Friday of May)

The Director of Engineering may modify the application timeframe due to a declared national disaster flooding. This timeframe coincides with the Texas Water Development Board (TWDB) application process to participate in the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance (FMA). The City's subapplication to TWDB are typically due by December 2nd to be included in the state's application to FEMA. The TWDB will accept applications between September 30 and December 2.

Figure 1: Application Timeline*

*See Exhibit A for a more detailed breakdown of the application timeline.

4.0 EVAULATION OF APPLICATIONS (Engineering Department)

City staff will ensure that applications received meet the minimum requirements of the FPBP before being included in the prioritization process.

- Statement of Voluntary Participation is signed.
- Property is located within FEMA's 100-year Floodplain or Floodway.
- Verify with Dallas or Collin County Appraisal Districts that property is current on County/City Property Taxes.
- Use a consultant (title company) to identify any liens against the Property.
- Property has an active flood insurance policy through the NFIP.

5.0 PROPERTY PRIORITIZATION (Engineering Department)

Properties meeting the minimum requirements to participate in the program will be ranked based on the following scoring criteria (the maximum score a property may receive is 100):

- Property has valid flood insurance through the NFIP (required for grant funding) (5 points)
- Property is Homesteaded through the Dallas or Collin County Appraisal Districts (5 points)

- Property identified as a Severe Repetitive Loss Structure (SRL) as shown on the most recent list obtained from FEMA (30 points)
  - SRL is defined as meeting either of the following criteria:
    - 4 or more claim payments of more than $5,000 each
    - 2 or more claim payments where the total exceeds the current value of the property
- Property identified as a Repetitive Loss Structure (RL) as shown on the most recent list obtained from FEMA (20 points)
  - RL is defined as an NFIP-insured structure with:
    - 2 or more separate claim payments of more than $1,000 paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978
    - 2 or more claims (building payments only) that, on average, equal or exceed 25 percent of the market value of the property
- Number of reported flooding events
  - 0 – 0 points
  - 1 – 5 points
  - ≥ 2 – 10 points
- Depth of FEMA Base Flood Elevation (BFE) vs Finished Floor Elevation (FFE)
  - BFE will be determined from the FEMA Flood Insurance Study based on the upstream edge of the structure
  - FFE may be determined using the following methods:
    - Topographic survey data
    - Elevation Certificate
    - Approximated using LiDAR topographic data and estimating the height above adjacent ground.
    - As-built construction plans
  - FFE ≥ BFE (0 points)
  - 0-1 ft < BFE (5 points)
  - 1-2 ft < BFE (10 points)
  - 2-3 ft < BFE (15 points)
  - 3 ft + < BFE (20 points)
- Adjacent to other Property Buyouts (5 points)
- Property Identified for future City flood mitigation project (10 points)
- FEMA Benefit Cost Ratio (BCR)
  - > 1.0 (10 points)
  - 0.8 > BCR > 1.0 (5 points)
  - Property does not need a BCR if it is an SRL or RL with an anticipated total project cost < $323,000 (10 points)

        - The total project cost value is updated periodically by FEMA and was previously updated in 2013 and 2021.
        - The following link is to the report documenting the total project cost BCR: https://www.fema.gov/sites/default/files/documents/fema_rl-srl-acquisition-efficiency-methodology-report.pdf
    - https://www.fema.gov/grants/tools/benefit-cost-analysis
    - The benefit cost analysis determines the future risk reduction benefits from flooding vs the cost of the acquisition and demolition process.
- Community Support - Has the community/neighborhood expressed desire to take on maintenance of property? (5 points)
- Applications from previous years will be rolled over into the current year rankings and adjusted if necessary.

6.0 GRANT FUNDING (Engineering Department)

The selection process is independent of the grant funding process. The City of Garland Engineering Department will submit an application for the properties that meet the requirements for federal funding assistance.

If the City receives an application for a property that has an active flood insurance policy through the NIFP and has a BCR higher than 1.0, the City will apply to the TWDB for grant assistance through FEMA's FMA grant program. The FMA program has the potential following cost share for flood prone property buyouts:

- Severe Repetitive Loss Properties – up to 100% of total eligible costs*
- Repetitive Loss Properties – up to 90% of total eligible costs*
- Insured Properties not meeting SRL/RL – up to 75%** of eligible costs*
  *Eligible costs typically include: market value of property, demolition and removal of property, fees for environmental review, relocation associated with the Uniform Relocation Act (URA) and site stabilization
  ** If the property is located in a census tract with the Centers for Disease Control and Prevention Social Vulnerability Index greater the 0.5001, the property is eligible for a 90% cost share instead of 75% (https://svi.cdc.gov/map.html)

7.0 ALLOCATION OF FUNDS (Engineering Department)

City Staff will allocate a maximum of $4,000,000 in matching funds to purchase flood-prone properties through the FEMA FMA grant program for eligible residential properties.

8.0 PROPERTY SELECTION (Engineering Department)

City staff will evaluate the properties and begin the application process through the TWDB for potential federal grant funding. The City's application to the TWDB must have a total average BCR of 1.0 or greater to be eligible for federal assistance. If a property brings the total average BCR for the application below 1.0, it may be excluded in order to have an eligible FMA application for FEMA. Properties with a BCR less than 1.0 may not be included in the grant application, unless advised otherwise by the TWDB. Based on their evaluation, they will advise which properties need to be included and / or excluded in the grant application to FEMA.

The City will hire a consultant to prepare the necessary TWDB application documents. The consultant and the City will respond to any Request(s) for Information (RFI) from the TWDB in a timely manner prior to the final submittal to FEMA. In January of any given year, the TWDB will make the statewide grant application submittal to FEMA. Refer to Exhibit A for the FEMA review and selection process / timeline. If the City is awarded grant funding, then the Buyout Process will proceed as described in the next section.

9.0 BUYOUT PROCESS (Engineering Department)

City Staff will begin the buyout process of selected properties which may include utilizing a consultant to manage the acquisition process. The buyout process includes:

- Appraisal
- Title Commitment
- Land Boundary Survey (if deemed necessary by staff)
- Environmental Assessment
- Relocation
- Transfer of Ownership

9.1 APPRAISALS

Compensation will be based on the current year estimated tax appraisal value determined by the Dallas or Collin County Appraisal Districts (CAD). If the property owner does not agree with the CAD appraisal value, they may at their own expense hire a certified independent third-party firm to provide an appraisal of the property. The property appraisal shall be developed and reported in compliance with the Uniform Standards of Professional Appraisal Practice and to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisitions to determine the fair market value. The property owner will present the appraisal to the City along with a receipt for the services. If the City and property owner come to a mutual agreement on market value for the property, the City may credit the property owner for appraisal fees at closing.

9.2 LAND BOUNDARY SURVEY

A land boundary survey of the buyout property will only be required if,

- The property is NOT shown on a recorded subdivision plat or
- There are concerns about the property boundaries (i.e., encroachments, unidentified easements, etc.)

9.3 ENVIRONMENTAL ASSESSMENT

City Staff will visit the property to visually inspect the property and will consult with a specialist to perform a Phase 1 Environmental Site Assessment (ESA). Potential considerations for further investigations:

- Asbestos – Property was built prior to 1977 (to be performed by a specialist)
- Lead Based Paint – Property was built prior to 1978 (to be performed by a specialist)
- Tanks – (fuel, gas, oil, etc.)
- Septic systems

If a property fails the Phase 1 ESA due to obvious environmental risks and possible contamination, a Phase 2 ESA would need to be performed for the property, and any further ESA requirements or regulations shall be followed. (at the discretion of the Director of Engineering, the property may be removed from consideration)

9.4 RELOCATION POLICIES

City Staff will notify owner/tenants of the property a minimum of 90 days prior to the anticipated date of the transfer of ownership (closing). If the property owner agrees to sell the property to the City, the transaction is voluntary and the property owner is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are only available to property owners who must sell their properties involuntarily.

9.5 TRANSFER OF OWNERSHIP

The transfer of ownership shall not occur until the environmental assessment is complete, the land survey is complete (if deemed necessary by staff), owner/tenants have vacated the property and City Staff have visually inspected the property.

10.0 PROPERTY DEDICATION (Engineering, Parks & Rec, and Neighborhood Vitality Departments)

10.1 GRANT FUNDED ACQUISITIONS

Buyout properties using federal grants must be deed restricted in perpetuity as open space for the conservation of natural floodplain functions. Potential open space uses include compliance with the City's Neighborhood Vitality Guidelines, parks for outdoor recreational activities; wetlands management; nature reserves; buffer zones; and other uses consistent with FEMA guidance for open space acquisition.

10.2 PERMITTED STRUCTURES

Any improvements on the property shall be in accordance with the City's Flood Damage Prevention Ordinance Chapter 31, Article VII of the Code of Ordinances. No new structures or improvements shall be erected on the property other than:

- A public facility that is open on all sides and functionally related to a designated open space or recreational use.
- A public restroom.
- A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described above.
- Uses compatible with the City's Neighborhood Vitality Guidelines.

10.3 CITY FUNDED ACQUISITIONS (Not Applicable at this time)

Properties obtained using only City funds shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions, unless approved for other use by the Director of Engineering.

10.4 PROPERTY REDEVELOPMENT (Engineering Department - Not Applicable at this time)

At the discretion of the Director of Engineering, a buyout property using only City funds may be considered for redevelopment if:

- A portion of the property is located outside the FEMA 1%-annual-chance floodplain; or
- A portion of the site could be reclaimed while meeting the City's Flood Damage Prevention Ordinance Chapter 31, Article VII of the Code of Ordinances.
- The property could be subdivided.
- The City will expend funds to hire an engineer to establish a minimum finished floor elevation and to determine what site improvements (grading/walls) are required, if redeveloped; the property may be sold by the City, as applicable.

11.0 DEMOLITION (Engineering Department)

After a property is purchased, the City will follow the steps outlined below for Demolition: (buyout structures must be demolished and cannot be relocated)

1. Obtain a Demolition Permit through Building Inspections Department
2. Execute a Floodplain Development Permit for work in the floodplain through the Engineering Department
3. Hire a contractor to demo the property, as applicable and not limited to:
   - Asbestos, Lead Paint or other environmental abatement, if required
   - Clear the site of all structures (house, fence, deck, storage building, foundations, etc.)
   - Remove water meter/cut off and plug all public utilities (water, sewer, etc.)

- Remove all franchise utility connections
- Remove any tanks (fuel, gas, oil, septic, etc.)
- Remove existing shrubs
- Protect existing trees as directed by the City
- Level the existing lot grades to fill-in any holes created by the demolition
- Grade lot with minimum 1% slopes, where feasible
- Revegetate the property with a low maintenance native grass seed mix or wildflower mix (disturbed areas to be established with 100% coverage)
- Remove pool and backfill/compact in accordance with City Pool Demolition requirements

4. Final inspection & walk-through (Building Inspections and Park & Rec Departments)

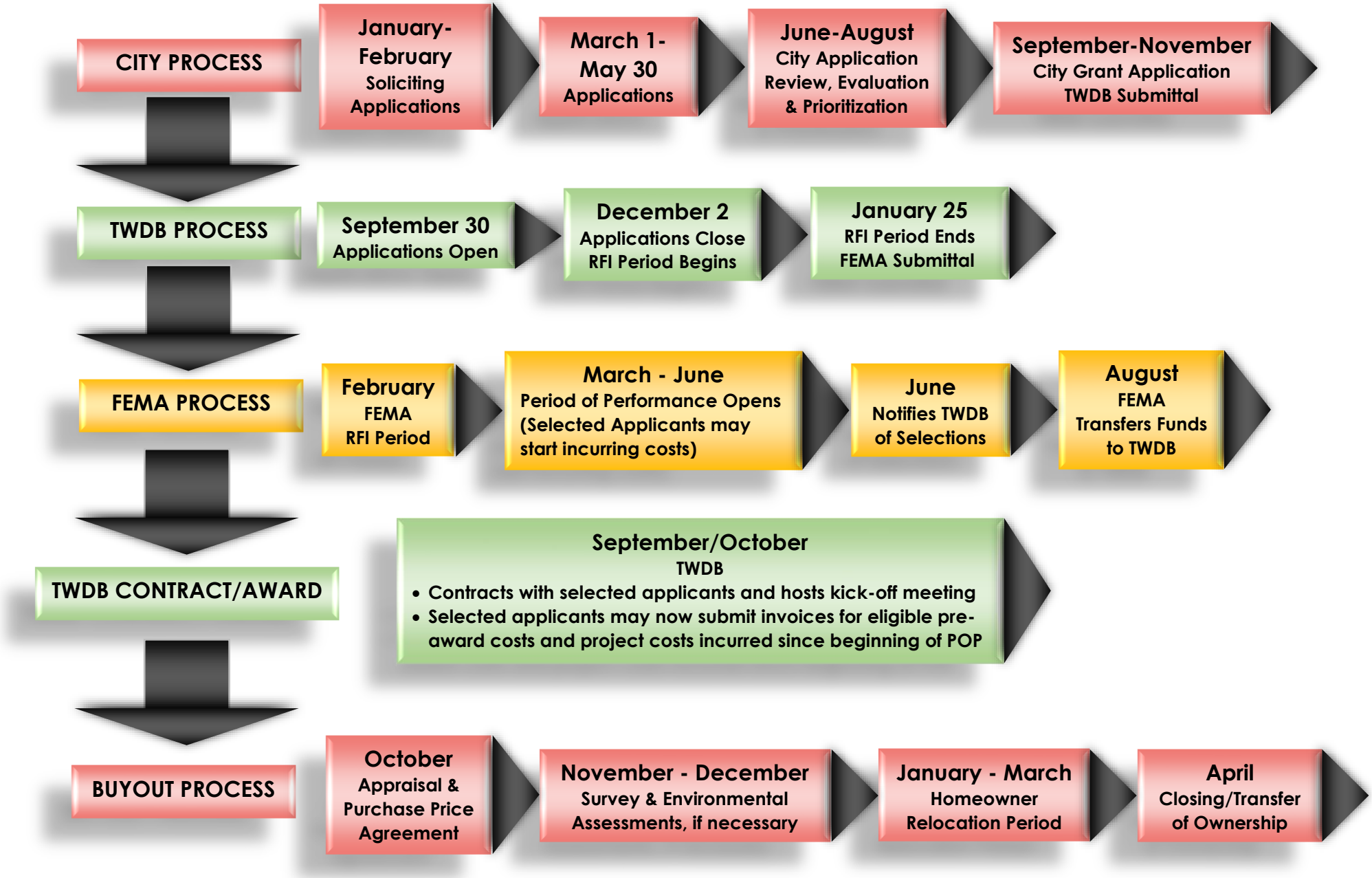
12.0 MAINTENANCE (Parks & Recreation Department)

City will review the long-term maintenance plan for the property to include:

1. Evaluating the potential use as a public facility (typically when 3 or more contiguous lots or lots greater than 1 acre are purchased)
2. Returning the property to Nature Area (low maintenance) – establish area with a mixture of native trees and shrub species
3. Planting the property with native short prairie grass (minimal maintenance) – requires mowing 1-2 times per year and underbrush removal by City staff
4. Obtaining Maintenance Agreement – enter into maintenance agreement with neighboring HOA or Neighborhood Association(s); in exchange for routine maintenance and mowing responsibilities the City will grant the HOA access to the property as an open / recreational area (playground, hiking trail, etc.) in accordance with the City's Neighborhood Vitality Guidelines

GARLAND
TEXAS MADE HERE

EXHIBIT A – Flood-prone Property Buyout Flowchart



*Dates on this timeline are approximate and subject to change to align with FEMA, TWDB, City processing, and Funding

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. c.**

Meeting Date: November 14, 2022

Item Title: Easement Modification Agreement with Oncor Electric Delivery Company, LLC

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Reliable, Cost Efficient Utility Services
Customer-Focused City Services

ISSUE

Consider whether to enter into an Easement Modification Agreement with Oncor Electric Delivery Company, LLC (Oncor).

OPTIONS

A. Adopt a resolution which authorizes the Mayor to execute the attached Easement Modification Agreement with Oncor.
B. Take no action.

RECOMMENDATION

Option A: Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 6, 2022 Regular Meeting.

BACKGROUND

1. In 1926, Texas Power & Light Company (known today as Oncor) acquired an easement across portions of unincorporated Dallas County for an electric distribution line to service surrounding areas.
2. The City of Garland acquired a portion of property, by way of the Shores of Eastern Hills No. 5 plat. The property contains the easement as well as Oncor's existing electric distribution line.
3. The easement verbiage used in the original document does not allow Oncor to upgrade their system to provide adequate service to the surrounding areas that include portions of Garland and Rowlett.
4. Oncor is requesting the attached Easement Modification Agreement to allow them to properly upgrade their power lines that extend across the City property.

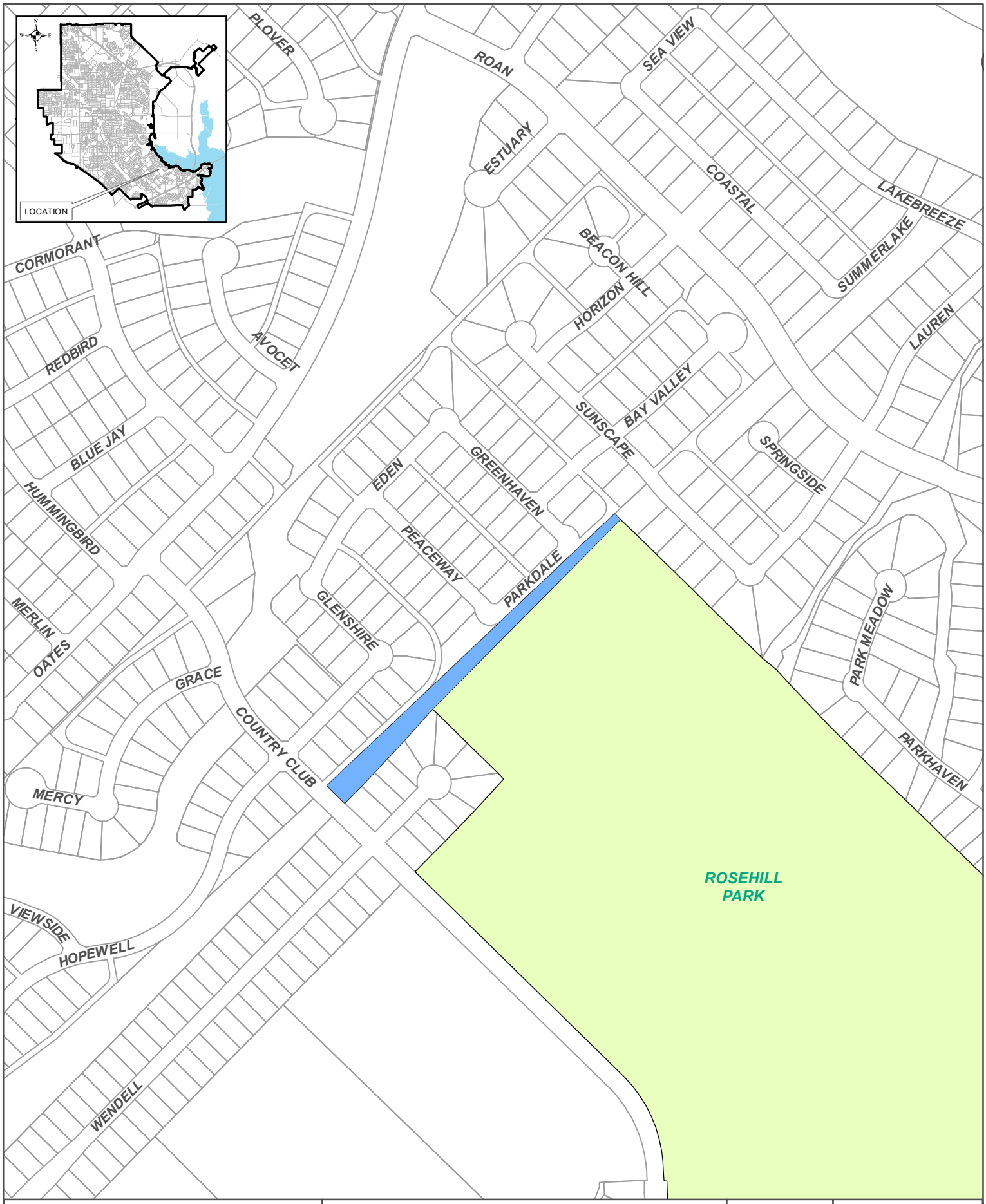
CONSIDERATION

1. Council action is required to authorize the Mayor to sign the Easement Modification Agreement with Oncor.
2. The Easement Modification Agreement was reviewed by the City Attorney's Office.

Attachments

Location Map

Easement Modification Agreement



GARLAND
ENGINEERING

EASEMENT MODIFICATION AGREEMENT WITH ONCOR

Scale: NTS
Date: 11/2/2022
Drawn: JW

File: Oncor_Easement.mxd

Sheet 1 of 1

N

Not to Scale

Line Name: Rowlett Sub - Oates Sub 138 kV Line : Rebuild
WA #: 0PT43949
Structure No's: 18/7, 18/8

EASEMENT MODIFICATION AGREEMENT

Easement #: E-4221

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS §

For and in consideration of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, receipt of which is acknowledged by the City of Garland ("**Grantor**"), the easement and right-of-way acquired pursuant to that certain Judgment dated August 5, 1926 in Cause No. 42512-B in the case styled Texas Power & Light Company vs. C.J. Joyce, et al. recorded at Volume 9, Pages 314 to 317 in the Civil Minutes of the Dallas County Court of Law No. 2 (the "**Easement and Right-of-Way**") is hereby modified, as to the portion of the land subject to the Easement and Right-of-Way which is located on property owned by Grantor, to the extent allowed within the City's legal interest in and to the Easement and Right-of-Way, to grant to **Oncor Electric Delivery Company LLC, a Delaware Limited Liability Company,** 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234 ("**Company**"), successor to Texas Power & Light Company, the right to remove the electric transmission line currently existing on the property described in the Easement and Right-of-Way and toerect, construct, reconstruct, inspect, repair, maintain, improve, operate, and remove an electric transmission line, with all necessary appurtenances, including multiple circuits andsteel or concrete monopoles as supporting structures, on the property described in the Easement and Right-of-Way.

In addition, the Easement and Right-of-Way is amended to remove all limitations on the types and sizes of the structures to be installed pursuant to the Easement and Right-of-Way, including all limitations on height, diameter, length and below-ground depth of structures.

All other rights granted in the Easement and Right-of-Way which are not in conflict with the terms of this Easement Modification Agreement continue in full force and effect.

In addition to the consideration above recited for the Easement Modification Agreement hereby granted, Company will restore the Easement to the same condition prior to construction and pay to the owner of the land, and, if leased, to his tenant, as they

may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance, addition or removal of said lines; provided, however, that no

such payment will be made for trimming or removal of trees growing on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

This conveyance/modification, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the Property as now reflected by the records of the County Clerk of Dallas County.

THIS CONVEYANCE OR MODIFICATION IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING—WITHOUT LIMITATION—ANY WARRANTIES ARISING UNDERR COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. BY ACCPETANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THA THE LAND IS CONVEYED "AS IS—WHERE IS, WITH ALL FAULTS".

Except as expressly modified herein, and except with respect to the portion of the land subject to the Easement and Right-of-Way which is located on property owned by Grantor, no other rights, privileges, terms or conditions of the Easement and Right-of-Way are otherwise modified, altered or affected by this Easement Modification Agreement.

Executed the_____ _ day of_____ 2022.

Grantor:
The City of Garland

_____

By: _____
Scott LeMay

Title: Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the_____ of the City of Garland, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of_____, A. D. 2022.

_____
Notary Public in and for the State of Texas

After execution, return to:
Oncor Electric Delivery Company LLC
Transmission ROW Services (1311)
Attn: Laura DeLaPaz
777 Main Street, Suite 707Fort
Worth, Texas 76102

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. d.**

Meeting Date: November 14, 2022

Item Title: Property Acquisition - 1510 High Meadow Drive from Ivan and Emily De Santiago

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Safe Community

ISSUE

Consider the purchase of 1510 High Meadow Drive from Ivan & Emily De Santiago for consideration of $66,500.

OPTIONS

1. Approve the purchase.
2. Do not approve the purchase.

RECOMMENDATION

Purchase the property at 1510 High Meadow Drive from Ivan and Emily De Santiago. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 6, 2022 Regular Meeting.

BACKGROUND

Ivan & Emily De Santiago purchased the vacant lot in 2022 with the intent of constructing a residential home. Early in the process, it was determined that there is a considerable amount of drainage that flows through the middle of this lot, making development problematic and impractical. Additionally, constructing a home on the property may increase local flooding risks to this property as well as to the adjacent properties.

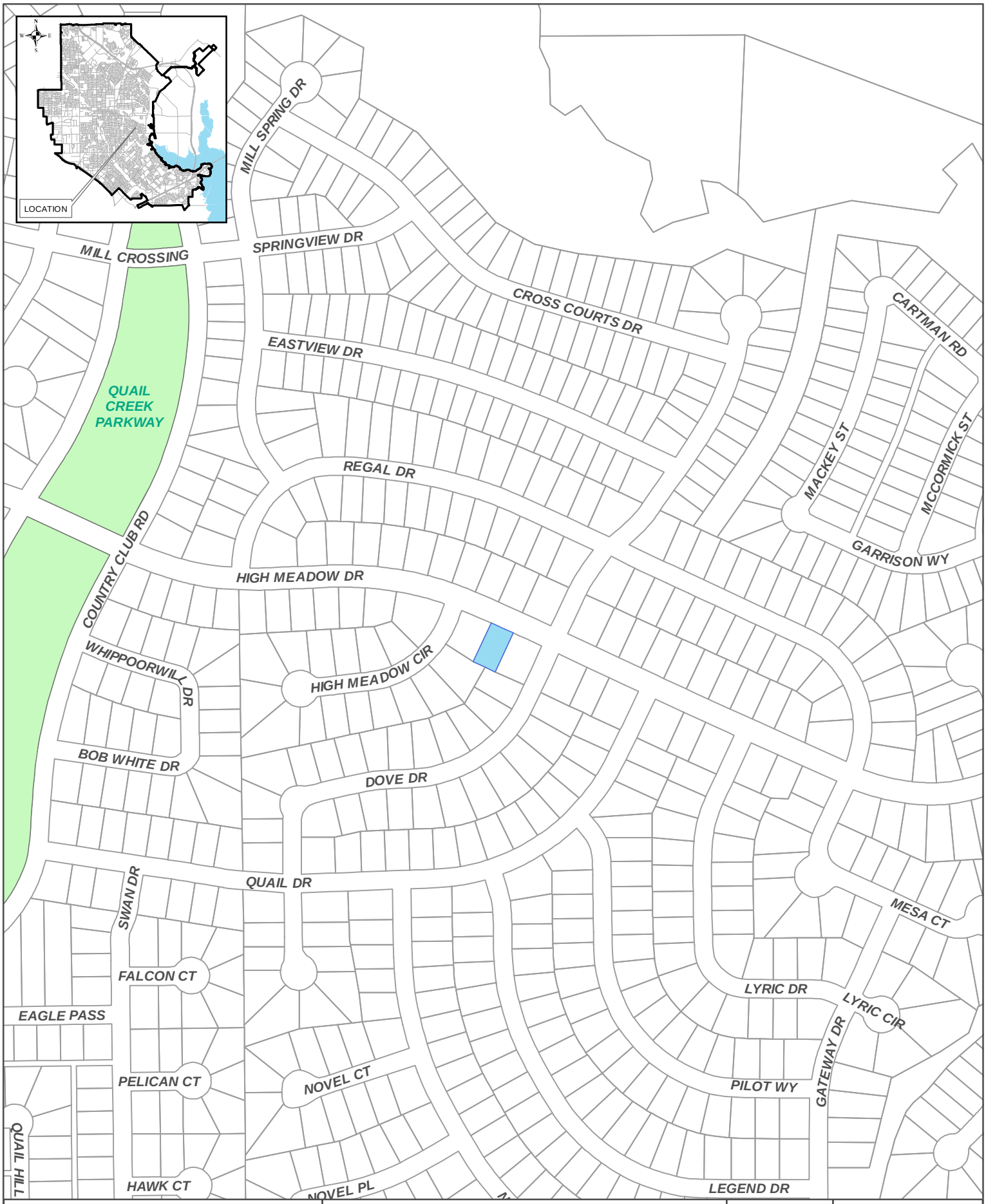
The City expressed interest in purchasing the vacant lot due to the impracticality of development and to preserve existing drainage patterns. Through negotiations with Ivan & Emily De Santiago, staff tentatively agreed to a purchase price of $66,500 pending Council approval.

CONSIDERATION

Purchasing the vacant lot would preserve existing drainage patterns and remove the risk of possible local flooding issues if the property was to be developed.

Attachments

Location Map
Contract of Sale



GARLAND ENGINEERING

PROPERTY ACQUISITION
1510 HIGH MEADOW DR

Scale: NTS
Date: 11/3/2022
Drawn: JW

File: High_Meadow_1510.mxd

Sheet 1 of 1

N

Not to Scale

CONTRACT OF SALE – REAL PROPERTY

THIS CONTRACT OF SALE ("Contract") is made and entered into as of the "Effective Date" (as hereinafter defined) by and between **Ivan De Santiago and Emily De Santiago** ("Seller"), and the **CITY OF GARLAND, TEXAS**, a Texas home-rule municipality ("Buyer").

For and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

PURCHASE AND SALE: Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The "Property" shall mean real property commonly known as **1510 High Meadow Street,** to-wit:

Being Lot 24, Block 15, QUAIL CREEK NO. 3, an addition to the City of Garland, Dallas County, Texas, according to the map or plat thereof recorded in Volume 75197, Page 42, Plat Records, Dallas County, Texas.

Together with all right, title and interest of Seller, if any, in and to (i) any and all improvements and buildings owned by Seller located on such Property (if any), (ii) any and all singular rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining to the Property, including, without limitation, any right, title and interest of Seller in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, and (iii) strips and gores between the Property and abutting properties.

1. CONTRACT SALES PRICE: The purchase price for the Property shall be **$66,500.00 (sixty-six thousand five hundred dollars)** ("Sales Price"), payable by Buyer in cash at Closing. "Payable in cash" shall mean by cashier's check or certified check drawn on a national banking association acceptable to Seller, or by wire transfer of immediately available federal funds ("Immediately Available Funds").

2. EARNEST MONEY: Within five (5) business days of the Effective Date, Buyer shall deliver to **Mutual Title, LLC, 2611 N. Belt Line Rd., Ste. 162, Sunnyvale, TX, 75182, Phone 214-712-8151 ("Title Company")** as escrow agent, an amount equal to **Five Thousand and 00/100 Dollars ($5,000.00)** (by Immediately Available Funds) as earnest money, which funds shall be deposited and held by the Title Company in an interest-bearing account. The term "Earnest Money" as used herein shall include the **$5,000.00** "Earnest Money" deposited with the Title Company, together with any interest earned thereon. In the event the transaction contemplated by this Contract is closed, the Earnest Money will be applied in payment of the Sales Price to be paid at Closing. In the event the transaction contemplated by this Contract is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Contract. If Buyer does not timely deliver the Earnest Money, or if the Title Company is not immediately able to obtain good funds in respect of the Earnest Money, Seller may, at its option, terminate this Contract. Upon request from the Title Company, Seller and Buyer will enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold the Title Company harmless with respect to the performance of its duties as escrow agent, except to the extent caused by the gross

negligence or willful misconduct of the Title Company.

3. FEASIBILITY STUDY AND INSPECTION:

(a) Buyer is granted the right to conduct engineering, market and economic feasibility studies of the Property, and/or a physical inspection of the Property, including studies or inspections to determine the existence of any environmental hazards or conditions (collectively, "Feasibility Study") during the period ("Feasibility Period") commencing on the Effective Date and ending at 5:00 p.m., Dallas, Texas time, on that date that is **thirty (30) days thereafter**. Buyer or its designated agents may enter upon the Property for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study. Buyer shall not alter the physical condition of the Property without obtaining the written consent of Seller to any physical alteration of the Property, which consent may be withheld in Seller's sole and absolute discretion. In particular, Buyer shall not perform any invasive or destructive testing of the Property (including, without limitation, any soil sampling, excavation, or other physical testing), or what is commonly known as a Phase II environmental inspection, without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion.

(b) If Buyer determines, in its sole judgment, that the Property is not suitable for any reason (or no reason at all) for Buyer's intended use or purpose, or is not in satisfactory condition in any regard, then Buyer may terminate this Contract by written notice to Seller prior to expiration of the Feasibility Period or any extension of the Feasibility Period pursuant to Section 4(a), in which case the Earnest Money, including any additional Earnest Money deposited for an extended feasibility period, will be returned to Buyer, and neither party shall have any further right or obligation hereunder other than as set forth herein with respect to rights or obligations which expressly survive termination of this Contract. If this Contract is not terminated in the manner and within the time provided in this Section 3, the condition provided in this Section 3 and any and all objections with respect to the Feasibility Study shall be deemed to have been satisfied and/or waived by Buyer for all purposes, and it shall be conclusively presumed that Buyer (i) has approved the Diligence Documents (hereinafter defined), any surveys obtained, and the condition of title and condition to the Property, (ii) has acknowledged and agreed that Buyer has been given adequate access to inspect the Property, (iii) has acknowledged that it has the full and complete knowledge necessary to purchase the Property, or has chosen not to obtain the full and complete knowledge, although provided with the opportunity by Seller, and (iv) has conducted, or had the opportunity to conduct, sufficient examination of the building, building envelope, building systems, building grounds, building components and surrounding conditions including but not limited to soils and the environmental condition of the Property.

(c) The Feasibility Study shall be at Buyer's sole cost and expense. Buyer shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. In the event that Buyer terminates this Contract pursuant to Section 3(b) or this Contract is terminated due to a default of Buyer, Buyer shall provide Seller, at no cost to Seller, with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies. Buyer shall keep confidential the results of any tests and inspections made by Buyer, and shall not disclose said

results to any third parties; provided, however, nothing herein shall prevent Buyer from disclosing any information (i) as may be reasonably required for applying for, qualifying for, and otherwise processing governmental approvals; (ii) as may be reasonably required in processing the closing and issuance of the title policies regarding the Property; (iii) as may be reasonably required for purposes of income tax reporting; (iv) as may be reasonably required by accountants, attorneys, engineers, consultants or other persons providing professional advice; (v) as may be reasonably required regarding financing of the purchase; (vi) in court or arbitral proceedings, or as otherwise may be required by law; and (vii) as otherwise as may be consented to in writing by Seller. Buyer hereby indemnifies, defends and holds Seller harmless from all claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions and causes of action arising out of or in any way relating to the Feasibility Study performed by Buyer, its agents, contractors, servants and/or employees. Buyer further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Buyer, its agents, contractors, servants and/or employees arising out of the Feasibility Study or use in any manner of the Property, unless due to the gross negligence or intentional misconduct of Seller, its agents, employees and/or contractors. Notwithstanding anything in this Contract to the contrary, the provisions of Section 3 shall survive the Closing or any termination of this Contract.

(d) Buyer shall have the right to extend the Feasibility Period for one (1) period of ten (10) days ("Extension Period") upon written notice to Seller and deposit into escrow with the Title Company prior to expiration of the Feasibility Period, the sum of Five Thousand and 00/100 Dollars ($5,000.00) ("Extension Payment"). The Extension Payment shall be deposited with the Title Company and become part of the Earnest Money. The Extension Payment shall be applicable to the Sales Price at Closing.

4. CLOSING: The closing of the sale of the Property to Buyer and consummation of the transaction(s) contemplated by this Contract ("Closing") shall take place at the offices of the Title Company in Dallas, Texas on the date ("Closing Date") no later than fifteen (15) days after the expiration of the Feasibility Period unless such date is changed in writing by Seller and Buyer however, ***notwithstanding anything in this Contract to the contrary, in the event the Closing has not occurred on or before December 12, 2022***, and Buyer has not terminated this Contract pursuant to a right to terminate granted hereunder, then Seller shall be entitled, in addition to any other remedies available to Seller as provided in this Contract, to terminate this Contract by delivery of written notice of termination to Buyer. Upon such termination by Seller, the Earnest Money shall be delivered to Seller, and neither party shall have any further rights or obligations under this Contract, other than as set forth herein with respect to rights or obligations which expressly survive termination; provided, however, that nothing herein shall be deemed to extend the Closing Date.

(a) At the Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense (except as otherwise provided in this Section 4(a)), the following:

(i) a duly executed and acknowledged Special Warranty Deed ("Deed"), conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, easements, and assessments, except for the Permitted

Exceptions (hereinafter defined) and any others approved by Buyer in writing.

(ii) a proforma basic Owner's Policy of Title Insurance (the "Owner's Title Policy") in the standard form in use in the State of Texas to be issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to Permitted Exceptions and others approved by Buyer in writing, and the standard printed exceptions, provided, however:

(A) if Buyer obtains a survey that is acceptable to the Title Company, the exception as to area and boundaries may, at the option and expense of Buyer, be deleted except for "any shortages in area";

(B) the standard exception as to restrictive covenants may be limited to any restrictive covenants that are Permitted Exceptions and the Restrictions; and

(C) the exception as to standby fees and taxes shall be limited to standby fees and taxes for the year of Closing and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;

(iii) possession of the Property and the Deed; except that notwithstanding anything in this Contract including this Section 4(b)(iii) to the contrary,

(iv) a non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

(v) evidence of Seller's capacity and authority for the closing of this transaction as may be reasonably required by the Title Company;

(vi) such other documents as may be reasonably required to close this transaction, duly executed (including, without limitation, an affidavit as to debts, liens and parties in possession in form and content reasonably satisfactory to Seller and the Title Company).

(b) At the Closing, Buyer shall perform and deliver to Seller, at Buyer's sole cost and expense, the following:

(i) the Sales Price in Immediately Available Funds;

(ii) evidence of Buyer's capacity and authority for the closing of the transaction contemplated herein; and

(iii) such other documents as may be reasonably required to close this transaction duly executed.

(c) Seller shall pay: the premium for the basic Owner's Title Policy, except for the

premium for the area and boundary deletion and any requested endorsements which shall be paid by Buyer; one half (1/2) of any escrow fee and recording costs; costs of tax certificates; Seller's attorneys' fees; and other expenses stipulated to be paid by Seller under other provisions of this Contract. Buyer shall pay: one half (1/2) of any escrow fee and recording costs; Survey costs; Buyer's attorneys' fees; and other expenses stipulated to be paid by Buyer under other provisions of this Contract. All other closing costs not addressed in this Section or elsewhere in this Contract shall be allocated in accordance with the customary practice in the county in which the Property is located.

(d) All normal and customarily pro-ratable items, including, without limitation, payments relating to agreements affecting the Property which survive the Closing, shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date.

(e) All ad valorem real estate taxes and assessments levied or assessed against the Property (including, without limitation, any rollback taxes) shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill for the Property. Such prorations shall be adjusted after Closing, based upon the actual tax bill. This Section 4(e) shall survive Closing.

5. TITLE APPROVAL: Seller shall deliver to Buyer within thirty (30) business days after the Effective Date (i) any topographical plans, site plans, surveys, plats, soils and substrata studies, utility plans, and environmental reports pertaining to the Property currently in the possession of Seller ("Diligence Documents"), which Diligence Documents are provided for informational purposes only and shall not to be relied upon by or certified to Buyer, and nothing in this Section shall constitute a representation or warranty as to the delivery, accuracy or completeness of any Diligence Documents described herein or otherwise in Seller's possession, and (ii) a Commitment for Title Insurance with copies of all recorded instruments affecting the Property and recited as exceptions in said Commitment for Title Insurance ("Commitment"). Within thirty (30) days after the Effective Date, if a survey acceptable to the Title Company does not exist, Buyer shall obtain a current ALTA survey of the Property ("Survey"), providing Seller and the Title Company with a copy of same. Seller agrees to credit Buyer out of closing proceeds for the expense of the Survey, in amount not to exceed $5,000.00. If Buyer has an objection to items disclosed in the Commitment or Survey, Buyer shall have fifteen (15) days after receipt of the Commitment and Survey, but in no event later than ten (10) days prior to the expiration of the Feasibility Period, to give Seller written notice of its objections ("Title Objections"). If Buyer gives timely written notice of any Title Objections, Seller shall have the opportunity, but not an obligation, for ten (10) days from the date of Seller's receipt of the Title Objections to cure same. Seller will utilize reasonable diligence to cure any errors in the Commitment, provided Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing such efforts. If any Title Objection is not satisfied within such time period, Buyer shall elect prior to the end of the Feasibility Period as its sole and exclusive remedy to either (a) terminate this Contract, in which case the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (b) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to

Closing without reduction of the Sales Price. Any exception to Commitment or Survey not objected to by Buyer in the manner and within the time period specified in this Section 6 shall be deemed accepted by Buyer and shall be a Permitted Exception. The phrase "Permitted Exceptions" shall mean (i) real estate taxes and assessments not yet due and payable, (ii) documents or agreements contemplated by the terms of this Contract, (iii) matters arising from acts of or at the direction of Buyer, its consultants or any of their respective agents, representatives or employees, and (iv) those exceptions to title set forth in the Commitment, Deed, or Survey and which have been accepted or deemed accepted by Buyer. In no event shall the failure of Seller to deliver a Commitment satisfying the requirements of this Section 5 extend the period for review of such Commitment beyond the Feasibility Period; and Buyer's sole remedy on account of any such failure shall be to terminate this Contract prior to the expiration of the Feasibility Period in accordance with the provisions of Section 4 hereof. Buyer shall notify Seller in writing of any failure of the Commitment or Survey to satisfy the requirements of this Section 5 within ten (10) days after the Commitment and Survey are received by Buyer; and if Buyer fails to do so, they shall be deemed to satisfy such requirements. Notwithstanding the foregoing and regardless of any applicable Title Objections, (x) Seller agrees to cure prior to or upon Closing any liens affecting the Property created by Seller, other than those created by or on behalf of Buyer, and (y) voluntary conveyances of interests in the Property by Seller after the Effective Date ("Mandatory Cure Matters"). In no event shall the Mandatory Cure Matters be a Permitted Exception, and if Seller is unable to cure any Mandatory Cure Matters on or before the Closing, then Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Contract upon written notice to Seller on or before the Closing Date, whereupon the Earnest Money and any and all Extension Payments (if applicable) shall be promptly delivered to Buyer, and all obligations and liabilities of the parties under this Contract shall be discharged and shall be null and void and of no further force or effect (except those that expressly survive the termination of this Contract).

6. BROKER'S FEE: Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer. Buyer and Seller shall indemnify, defend and hold each other harmless from any claim, liability, obligation, cost or expense (including reasonable attorneys' fees and expenses) for fees or commissions relating to Buyer's purchase of the Property asserted against either party by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party's acts. The provisions of this Section 6 shall survive the Closing or any termination of this Contract.

7. DEFAULT:

(a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer's breach or other failure to timely perform all obligations and conditions to be performed by Buyer, and such breach or other failure is not due to default, breach and/or failure by Seller hereunder, then Seller may, as Seller's sole and exclusive remedy, terminate this Contract and receive the Earnest Money as liquidated damages; Buyer and Seller hereby agree that actual damages would be difficult or impossible to ascertain and such amount is a reasonable estimate of the damages for such breach or failure.

(b) If the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller,

such breach or other failure is not cured within ten (10) days of Seller's receipt of written notice of such breach from Buyer, and such breach or other failure is not due to default, breach and/or failure by Buyer hereunder, then Buyer may, as its sole and exclusive remedy, either (i) enforce specific performance of Seller's obligations hereunder, provided that Buyer asserts such claim for specific performance within thirty (30) days from the scheduled Closing Date, or (ii) terminate this Contract and receive the Earnest Money; provided, however, notwithstanding anything to the contrary contained in this Contract, under no circumstances shall Buyer be permitted or entitled to file a claim of *lis pendens* against the Property. Buyer hereby waives and releases to the greatest extent allowed by law all other claims, causes of action or remedies against Seller arising under or in connection with this Contract, and Seller shall not be liable to Buyer for any type of incidental, punitive, special, exemplary, reliance, indirect or consequential damages, regardless of the foreseeability of such damages. No trustee, beneficiary, director, officer, shareholder, employee, advisor, agent, attorney, or manager in or of Seller (each, a "Seller Party") has any personal liability, directly or indirectly, under this Contract. Buyer and Buyer's successors and assigns and all other interested parties are entitled only to, and shall only, look to Seller's interest in the Property (and the proceeds thereof) for the payment of any claim or for any performance, and Buyer waives all other rights relating thereto. These limitations are in addition to, and not in limitation of, any other Seller limitation of liability.

(c) Except as otherwise expressly provided in this Contract, the rights and remedies set forth in this Section 7 shall be the sole and exclusive remedies available to Seller and Buyer in the event of a breach or default by the other party of this Contract.

8. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer, that to Seller's current actual knowledge, no special investigation or inquiry having been made:

(a) That the persons executing this Contract on behalf of Seller have full power and authority to execute this Contract, and to bind Seller to the terms hereof;

(b) With the exception of Seller, there are no parties in possession of any portion of the Property;

(c) Seller has, or on or before the Closing Date will have, the corporate power and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite corporate action necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder has been, or on or before the Closing Date will have been taken;

(d) Seller has not received written notice of (i) any pending or threatened litigation which would materially and adversely affect the Property, or (ii) governmental proceeding which would materially and adversely affect the Property; and

(e) Seller is not a foreign person, as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(f) If any representation or warranty above is known by Buyer prior to Closing to be untrue and is not remedied by Seller prior to Closing, Buyer may as Buyer's sole and exclusive remedy, either (i) terminate this Contract whereupon the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, other than as set forth herein with respect to rights or obligations which survive termination, or (ii) waive its objections and close the transaction. The foregoing representations and warranties shall not survive the Closing.

9. CONDEMNATION: If, prior to the Closing Date, Seller receives written notice that condemnation proceedings are being commenced against any material portion of the Property, then Seller shall promptly notify Buyer of such condemnation, and Buyer shall thereafter have, as its sole and exclusive remedy: (a) the option to terminate this Contract within three (3) business days following receipt of said notice by Seller of such event, in which case the parties shall have no further rights or obligations hereunder except as expressly provided herein, and the Earnest Money shall be returned to Buyer, or (b) if Buyer does not elect to terminate this Contract, this Contract shall remain in full force and effect, and in such event Seller shall assign to Buyer any and all condemnation proceeds of such condemnation of the Property, and Buyer shall take title to the Property with the assignment of such proceeds and subject to such condemnation of the Property without reduction of the Sales Price. If Buyer does not elect to terminate within said three (3) business day period following such notice by Seller, Buyer shall be deemed to have waived all rights to terminate pursuant to this Section 9 and this Contract shall remain in full force and effect.

10. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date and also as of the Closing Date:

(a) Buyer has the full right, power, and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been, or on or before the Closing Date will have been, taken.

(b) There are no actions, suits, claims or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Contract.

(c) Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control, Department of the Treasury of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

(d) Notwithstanding anything herein to the contrary, any breach by Buyer of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller

may thereupon, at its option, terminate this Contract by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Buyer nor Seller shall have any further rights or liabilities hereunder, except as otherwise provided herein.

11. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) five (5) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, (iii) when deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for delivery on the next business day, or (iv) upon sending the e-mail to the applicable party's designated e-mail address if sent before the close of business, or the next day if sent by e-mail after the close of business; provided, however, that if a notice is sent by e-mail, the party sending the notice also must send, on the date that the e-mail is sent, a confirmation copy of the notice by one of the other methods set forth in this Section 11(a) (or else such e-mail notice is void). For purposes of this subsection, the addresses of each party shall be that set forth below the signature of such party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision there shall be automatically added to this Contract a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) **THIS CONTRACT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, THE**

PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

(f) The parties may amend this Contract only by a written agreement of the parties that identifies itself as an amendment to this Contract.

(g) Time is of the essence with this Contract.

(h) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) The parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by e-mail is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

(j) Intentionally Deleted.

(k) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any 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.

(l) 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 a Saturday, Sunday or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter.

(m) Except as to those obligations which specifically survive the Closing, all of Seller's other obligations hereunder shall merge with the Deed.

12. ASSIGNMENT: Buyer may not assign this Contract to any party or entity, without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Notwithstanding anything in this Section 12 to the contrary, Buyer may assign this Contract without Seller's consent to: (i) any entity controlling, controlled by or under common control with Buyer; and (ii) any successor or newly created entity in the event of a merger or consolidation involving Buyer; provided, however, that in the event of such an assignment, Buyer shall not be relieved of its obligations hereunder. Buyer shall notify Seller of any assignment no later than ten (10) business days prior to the Closing Date. Seller reserves the unilateral right, exercisable in Seller's sole discretion at any time prior to the Closing Date without the necessity of obtaining

Buyer's consent, to convey the Property to an affiliate of Seller (a "Permitted Assignee"). The Permitted Assignee shall expressly assume in writing all of Seller's duties and obligations under this Contract, and the original party designated as the Seller shall thereafter be released from all duties and obligations hereunder. Buyer agrees to close the transaction contemplated herein with the Permitted Assignee, subject to the terms and conditions of this Contract.

13. NONREFUNDABLE CONSIDERATION: Notwithstanding anything seemingly to the contrary contained herein, if the Earnest Money is returned to Buyer for any reason other than due to Seller's default hereunder, the sum of $100.00 shall be retained by Seller as independent consideration (the "Independent Consideration") for Seller's agreement to sell the Property to Buyer in accordance with the terms and conditions provided herein. The Independent Consideration shall be applied against the Sales Price at Closing.

14. **WAIVER OF CONSUMER RIGHTS: BUYER, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION (WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY SELLER OR ANY AGENT OF SELLER) HEREBY VOLUNTARILY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (SECTION 17.41, *ET SEQ.*, BUSINESS AND COMMERCE CODE), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER HEREBY ACKNOWLEDGES TO SELLER THAT BUYER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION**.

15. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES: If for the current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the land is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent year, and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

16. TAX DEFERRED EXCHANGE: It is agreed between Buyer and Seller that either party may elect to effectuate a tax deferred exchange in accordance with the Internal Revenue Service code, Section 1031. Both parties agree to reasonably cooperate with the other in effectuating said tax deferred exchange. In cooperating with such party, the other party shall incur no additional expense, obligation or liability and there will be no delay in closing.

17. TENANTS: Seller must relocate any tenants of the Property at is sole cost, expense, and liability prior to Closing.

18. EFFECTIVE DATE: The "Effective Date" of this Contract shall be the date an original of this Contract (or original counterparts of this Contract) are executed by both Seller and Buyer and the Title Company acknowledges receipt of this Contract.

19. CONFIDENTIALITY: Seller agrees to keep the terms and conditions of this Contract and any information obtained with reference to the Property confidential, provided that Seller may reveal such information regarding the terms and provisions of this Contract as may be necessary in its reasonable discretion to comply with the provisions of this Contract or in the ordinary course of business. Nothing in this Section 19, however, shall prohibit Seller from making disclosures (a) to its legal counsel, certified public accountants, professional advisors, current and prospective lenders and financial partners and investors, (b) that are otherwise required as a matter of law, or (c) in connection with asserting or defending any action relating to the Property or this Contract. This Section 19 shall survive the Closing and the delivery and recording of the Deed or earlier termination of this Contract.

20. WAIVER OF JURY TRIAL: **EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.**

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

SELLER:

Ivan De Santiago

By: _____
Name: Ivan De Santiago
Date: _____ _____, 2022

Emily De Santiago

By: _____
Name: Emily De Santiago
Date: _____ ____, 2022

Address:
_____

_____

BUYER:

CITY OF GARLAND, TEXAS.

By: _____
Name: _____
Title: _____
Date: _____ ____, 2022

Address:

PO Box 469002
Garland, Texas

Brian England
City Attorney
bengland@garlandtx.gov

TITLE COMPANY:

Receipt of $5,000.00 Earnest Money is acknowledged in the form of

_____

MUTUAL TITLE, LLC.

By: _____
Name: _____
Title: _____
Date Signed: _____ _____, 2022

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. e.**

Meeting Date: November 14, 2022
Item Title: Removal of Ferris Road from the Thoroughfare Plan
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Growing Economic Base
Vibrant Neighborhoods and Commercial Centers
Future-Focused City Organization

ISSUE

Ferris Road has been closed for over 10 years and is not needed for transportation purposes. The Transportation Department recommends removal of this section from the Thoroughfare Plan so that it can be formally abandoned.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 6, 2022 Regular Meeting.

BACKGROUND

- Ferris Road has been closed for over 10 years and has not been maintained.
- This roadway is not needed for the long term and should be removed from the Thoroughfare Plan.
- The Digital Realty development will occur on both sides of this roadway and abandonment of this ROW to be available to this development would provide additional security for this site.
- The Transportation Department supports the abandonment.

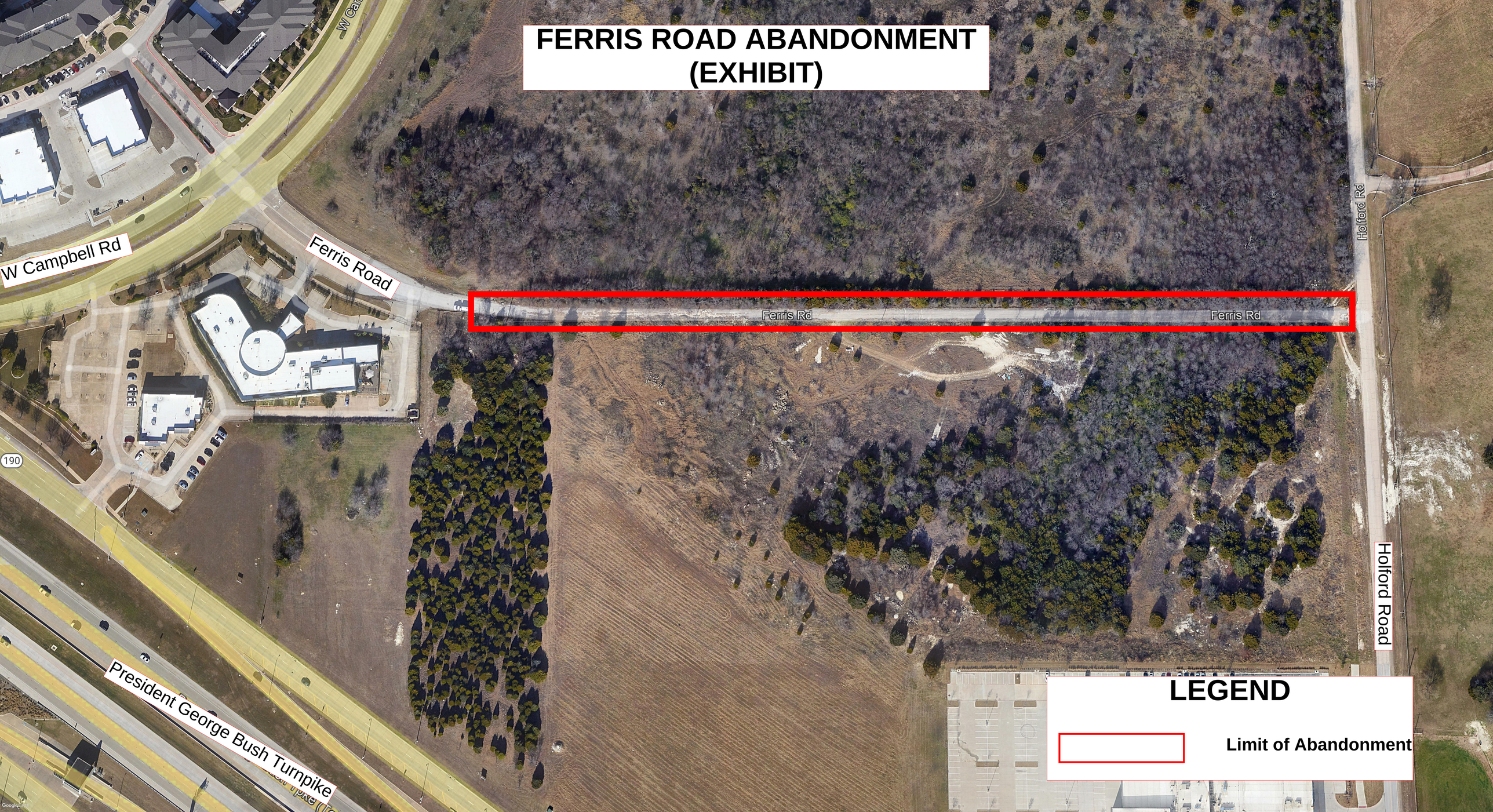
CONSIDERATION

- A public hearing is necessary for the amendment of the Thoroughfare Plan to remove this section of Ferris Road.

Attachments

Exhibit

FERRIS ROAD ABANDONMENT (EXHIBIT)



GARLAND
POLICY REPORT

City Council Work Session Agenda **3. f.**

Meeting Date: November 14, 2022
Item Title: Investment Portfolio Summary
Submitted By: Matt Watson, Finance Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Staff presents the Portfolio Summary report to Council each quarter. The report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Strategy and Investment Policy.

CONSIDERATION

The September 30, 2022, Portfolio Summary is presented to inform the Council of the current status of the City's invested funds. Staff will be available to discuss the report with Council.

Attachments

Quarterly Investment Summary

GARLAND

November 14, 2022

To: Members of the City Council,
City Manager,
and City of Garland Residents

The Portfolio Summary report is presented to Council each quarter. We certify that the September 30, 2022 report complies with the requirements of the Public Funds Investment Act. Management of the City's portfolios is maintained in accordance with the City Council Financial Policy, Statement of Investment Policy and Statement of Investment Strategy.

Matt Watson
Finance Director

Kathryn Ritchie
Controller

Don Daugherty
Cash & Debt Manager

City of Garland
Portfolio Summary

The City of Garland Portfolio Summary presents investment portfolio information on eight portfolios. Each portfolio has a purpose with unique investment management characteristics and objectives.

All portfolios and funds on hand are managed in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Policy, and Statement of Investment Strategy.

Treasury Portfolio
The Treasury Portfolio is the primary source of funding City operation and maintenance expenditures. All budgeted revenues as well as bond proceeds are deposited into the Treasury Portfolio. The portfolio is managed so that sufficient liquidity is achieved at all times to support the ongoing operations, maintenance and capital improvements of the City.

General Obligation Interest & Sinking Portfolio
The General Obligation Interest & Sinking Portfolio pays periodic debt service on tax supported debt. Ad Valorem tax collections is the major revenue source. The portfolio is managed to ensure that debt is paid when it becomes due.

Rate Mitigation Portfolio
The Rate Mitigation Portfolio was established in 1997. The assets in the portfolio may be used to either pay Garland Power & Light Electric Utility debt service or to offset rate increases of the Electric Utility. The portfolio is managed according to forecasted funding requirements.

Economic Development Portfolio
The Economic Development Portfolio serves as a funding source for economic development initiatives. The portfolio maintains ample liquidity since a major expenditure can occur within a short amount of time.

CMH Landfill Portfolio
The CMH Landfill Portfolio holds invested funds that will be used to expand the Hinton Landfill when a current refuse cell reaches its capacity. The portfolio is managed so that funding is available when needed.

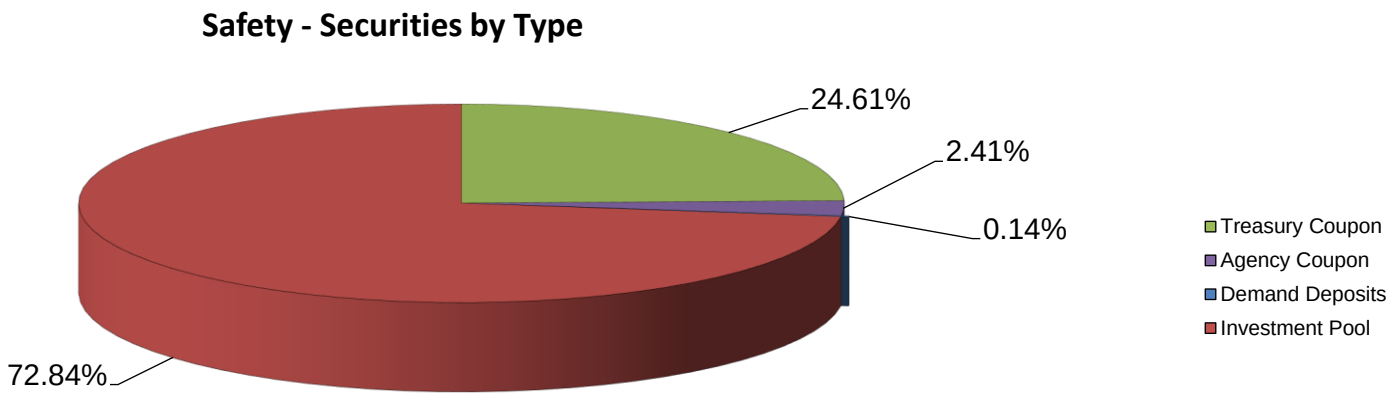
Water & Sewer Reserve Portfolio
The Water & Sewer Reserve Portfolio is required by Water & Sewer bond covenants. The City is required to set aside a reserve which serves as additional assurance to a bond holder that Water & Sewer debt will be paid when due.

CIP Interim Financing Portfolio
The CIP Interim Financing Portfolio is comprised of funds which will be spent in the General Obligation, the Electric Utility and the Water & Sewer Utility Capital Improvement Programs. The funds are managed to achieve maximum liquidity.

Grants & Other Portfolio
The Grants & Other Portfolio is comprised of funds that have been granted to the City by Federal or State agencies which are yet unspent. Maximum liquidity is required in this portfolio.

Safety - Securities by Type
City of Garland, Texas
September 30, 2022

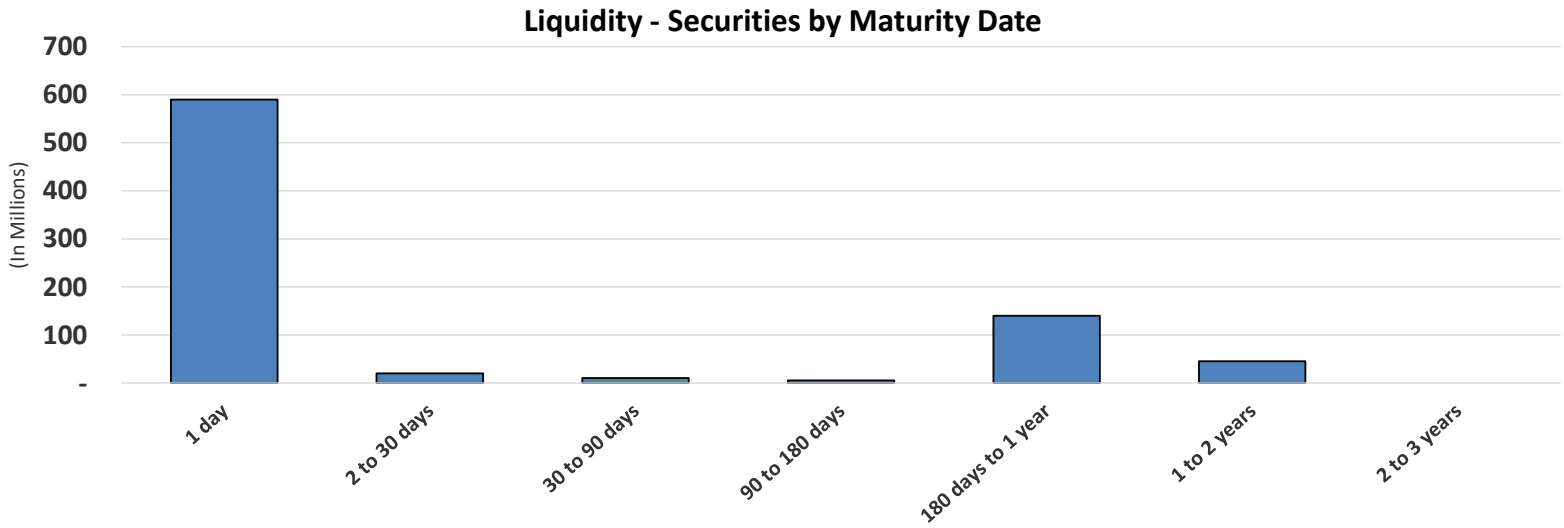
Security Type	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Book Value	Percent
Treasury Coupon	$ 119,052,300	$ -	$ 79,814,206	$ -	$ -	$ -	$ -	$ -	$ 198,866,506	24.61%
Agency Coupon	19,465,503	-	-	-	-	-	-	-	19,465,503	2.41%
Demand Deposits	1,160,580	-	-	-	-	-	-	-	1,160,580	0.14%
Investment Pool	318,571,218	6,588,018	163,218,190	2,251,305	8,483,908	8,415,342	25,348,456	55,693,595	588,570,033	72.84%
Total	$ 458,249,601	$ 6,588,018	$ 243,032,395	$ 2,251,305	$ 8,483,908	$ 8,415,342	$ 25,348,456	$ 55,693,595	$ 808,062,621	100.00%



Note:
Safety and preservation of capital are the foremost objectives of the investment program. Types of securities held in the investment portfolio must be authorized by the Texas Government Code and City Council Policy.

Liquidity - Securities by Maturity Date
City of Garland, Texas
September 30, 2022

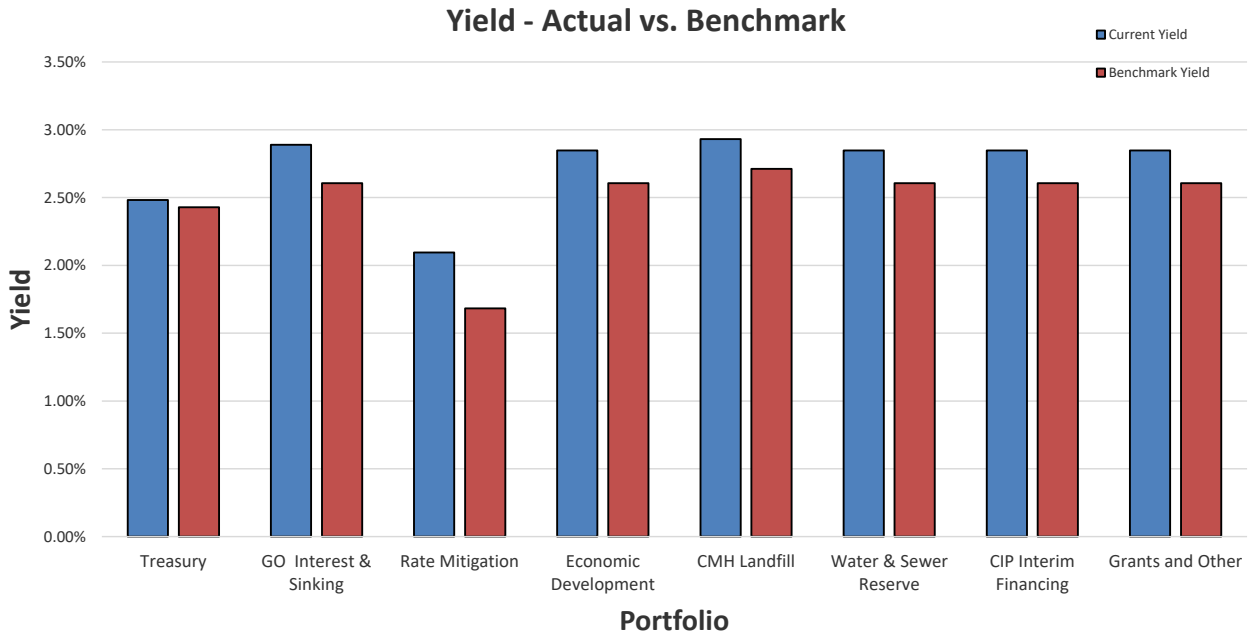
	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Par Value	Percent
1 day - Pools & Demand Deposits	$ 319,731,798	$ 6,588,018	$ 163,218,190	$ 2,251,305	$ 8,483,908	$ 8,415,342	$ 25,348,456	$ 55,693,595	$ 589,730,613	72.83%
2 to 30 days	5,000,000	-	15,000,000	-	-	-	-	-	20,000,000	2.47%
31 to 90 days	-	-	10,000,000	-	-	-	-	-	10,000,000	1.23%
91 to 180 days	5,000,000	-	-	-	-	-	-	-	5,000,000	0.62%
181 days to 1 year	100,000,000	-	40,000,000	-	-	-	-	-	140,000,000	17.29%
1 to 2 years	30,000,000	-	15,000,000	-	-	-	-	-	45,000,000	5.56%
Total	$ 459,731,798	$ 6,588,018	$ 243,218,190	$ 2,251,305	$ 8,483,908	$ 8,415,342	$ 25,348,456	$ 55,693,595	$ 809,730,613	100.00%
Weighted Average Maturity Days	92	1	70	1	1	1	1	1	74	



Note:
Liquidity is maintained in the investment portfolio to ensure that all operating expenditures are paid when due. Securities with varing maturities comprise the investment portfolio so that sufficient funds are always available.

Yield - Interest Income
City of Garland, Texas
September 30, 2022

Portfolio	Interest Income Fiscal YTD	Current Yield	Benchmark Yield	Over (Under) Benchmark	Benchmark Source
Treasury	$ 3,354,997	2.482%	2.428%	0.054%	Average 6 month CMT
GO Interest & Sinking	66,138	2.889%	2.606%	0.283%	Average 1 month CMT
Rate Mitigation	1,603,169	2.095%	1.683%	0.412%	Average 1 year CMT
Economic Development	15,732	2.847%	2.606%	0.241%	Average 1 month CMT
CMH Landfill	79,424	2.932%	2.711%	0.221%	Average 3 month CMT
Water & Sewer Reserve	58,703	2.847%	2.606%	0.241%	Average 1 month CMT
CIP Interim Financing	176,874	2.847%	2.606%	0.241%	Average 1 month CMT
Grants and Other	409,734	2.847%	2.606%	0.241%	Average 1 month CMT
Total Portfolios	$ 5,764,770				



Note:

The investment program is designed to attain a market average rate of return taking into account the cash flow characteristics of each portfolio. Investment securities are held to maturity. Consequently, losses are not incurred.

GARLAND

City of Garland
Texas Compliance Summary
Sorted by Issuer
October 1, 2021 - September 30, 2022

Issuer			Par Value	Market Value	Book Value	Accrued Interest
Farmer Mac	Value beginning	10/01/2021	**5,000,000.00**	**5,043,098.60**	**5,000,254.66**	**22,333.33**
	Net Change		**-5,000,000.00**	**-5,043,098.60**	**-5,000,254.66**	**-22,333.33**
	Value ending	09/30/2022	**0.00**	**0.00**	**0.00**	**0.00**
Federal Farm Credit Bank	Value beginning	10/01/2021	**25,000,000.00**	**25,185,763.80**	**24,995,286.64**	**67,859.72**
	Net Change		**-25,000,000.00**	**-25,185,763.80**	**-24,995,286.64**	**-67,859.72**
	Value ending	09/30/2022	**0.00**	**0.00**	**0.00**	**0.00**
Federal Home Loan Bank	Value beginning	10/01/2021	**20,000,000.00**	**20,163,522.65**	**20,005,203.22**	**115,746.53**
	Net Change		**-20,000,000.00**	**-20,163,522.65**	**-20,005,203.22**	**-115,746.53**
	Value ending	09/30/2022	**0.00**	**0.00**	**0.00**	**0.00**
Federal Home Loan Mort. Corp.	Value beginning	10/01/2021	**0.00**	**0.00**	**0.00**	**0.00**
	Net Change		**20,000,000.00**	**19,308,458.40**	**19,465,502.88**	**5,138.89**
	Value ending	09/30/2022	**20,000,000.00**	**19,308,458.40**	**19,465,502.88**	**5,138.89**
Federally Insured Cash Accunt	Value beginning	10/01/2021	**5,717,472.51**	**5,717,472.51**	**5,717,472.51**	**0.00**
	Net Change		**-5,705,844.25**	**-5,705,844.25**	**-5,705,844.25**	**0.00**
	Value ending	09/30/2022	**11,628.26**	**11,628.26**	**11,628.26**	**0.00**
Fed National Mort Assoc	Value beginning	10/01/2021	**5,000,000.00**	**5,034,577.25**	**4,999,840.76**	**29,166.67**
	Net Change		**-5,000,000.00**	**-5,034,577.25**	**-4,999,840.76**	**-29,166.67**
	Value ending	09/30/2022	**0.00**	**0.00**	**0.00**	**0.00**
Insured Cash Shelter Account	Value beginning	10/01/2021	**40,063,956.11**	**40,063,956.11**	**40,063,956.11**	**35.09**
	Net Change		**-38,915,004.75**	**-38,915,004.75**	**-38,915,004.75**	**0.00**
	Value ending	09/30/2022	**1,148,951.36**	**1,148,951.36**	**1,148,951.36**	**35.09**

City of Garland
Texas Compliance Summary
October 1, 2021 - September 30, 2022

Issuer			Par Value	Market Value	Book Value	Accrued Interest
TEXPOOL Investement Pool	Value beginning	10/01/2021	**457,505,629.27**	**457,505,629.27**	**457,505,629.27**	**0.00**
	Net Change		**52,105,099.04**	**52,105,099.04**	**52,105,099.04**	**0.14**
	Value ending	09/30/2022	**509,610,728.31**	**509,610,728.31**	**509,610,728.31**	**0.14**
Texpool Prime Investment Pool	Value beginning	10/01/2021	**57,997,716.61**	**57,997,716.61**	**57,997,716.61**	**0.00**
	Net Change		**474,366.68**	**474,366.68**	**474,366.68**	**0.00**
	Value ending	09/30/2022	**58,472,083.29**	**58,472,083.29**	**58,472,083.29**	**0.00**
TXSTAR	Value beginning	10/01/2021	**20,354,815.12**	**20,354,815.12**	**20,354,815.12**	**0.00**
	Net Change		**132,406.22**	**132,406.22**	**132,406.22**	**0.00**
	Value ending	09/30/2022	**20,487,221.34**	**20,487,221.34**	**20,487,221.34**	**0.00**
UNIVERSITY OF TEXAS SYSTEM	Value beginning	10/01/2021	**10,000,000.00**	**9,996,280.56**	**9,996,280.56**	**0.00**
	Net Change		**-10,000,000.00**	**-9,996,280.56**	**-9,996,280.56**	**0.00**
	Value ending	09/30/2022	**0.00**	**0.00**	**0.00**	**0.00**
UNIVER TEXAS SYSTEM	Value beginning	10/01/2021	**7,500,000.00**	**7,496,516.67**	**7,496,516.67**	**0.00**
	Net Change		**-7,500,000.00**	**-7,496,516.67**	**-7,496,516.67**	**0.00**
	Value ending	09/30/2022	**0.00**	**0.00**	**0.00**	**0.00**
United States Treasury	Value beginning	10/01/2021	**40,000,000.00**	**39,953,520.00**	**39,950,954.44**	**10,557.09**
	Net Change		**160,000,000.00**	**154,949,655.00**	**158,915,551.28**	**318,235.40**
	Value ending	09/30/2022	**200,000,000.00**	**194,903,175.00**	**198,866,505.72**	**328,792.49**
Total	Value beginning	10/01/2021	**694,139,589.62**	**694,512,869.15**	**694,083,926.57**	**245,698.43**
	Net Change		**115,591,022.94**	**109,429,376.81**	**113,978,694.59**	**88,268.18**
	Value ending	09/30/2022	**809,730,612.56**	**803,942,245.96**	**808,062,621.16**	**333,966.61**

GARLAND

City of Garland
Texas Compliance Details
Sorted by Issuer
September 30, 2022

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: Federal Home Loan Mort. Corp.												
3137EAEV7	2561	100	Federal Agency Coupon Securities	> 1 Y	20,000,000.00	08/24/2023		0.250	96.542	09/30/2022	19,308,458.40	19,465,502.88
				Subtotal	**20,000,000.00**						**19,308,458.40**	**19,465,502.88**
Issuer: Federally Insured Cash Accunt												
FICA1	1944	100	CD's Rolling	< 1 Y	11,628.26			2.037	100.000	04/30/2021	11,628.26	11,628.26
				Subtotal	**11,628.26**						**11,628.26**	**11,628.26**
Issuer: Insured Cash Shelter Account												
ICSA	1991	100	CD's Rolling	< 1 Y	1,148,951.36			2.450	100.000	04/30/2021	1,148,951.36	1,148,951.36
				Subtotal	**1,148,951.36**						**1,148,951.36**	**1,148,951.36**
Issuer: TEXPOOL Investement Pool												
TREASURY	1825	100	Investment Pool Accounts	< 1 Y	255,802,050.94			2.847	100.000	10/30/2020	255,802,050.94	255,802,050.94
DEBTSVC	1814	111	Investment Pool Accounts	< 1 Y	5,591,871.83			2.847	100.000	10/30/2020	5,591,871.83	5,591,871.83
RATE	1815	214	Investment Pool Accounts	< 1 Y	150,569,798.92			2.847	100.000	10/30/2020	150,569,798.92	150,569,798.92
LANDFILL	1812	635	Investment Pool Accounts	< 1 Y	5,938,307.91			2.847	100.000	10/30/2020	5,938,307.91	5,938,307.91
WTR-RES-OTHER	1833	223-02	Investment Pool Accounts	< 1 Y	3,531,944.72			2.847	100.000	10/30/2020	3,531,944.72	3,531,944.72
SWR-RES-OTHER	1834	233-02	Investment Pool Accounts	< 1 Y	4,594,568.60			2.847	100.000	10/30/2020	4,594,568.60	4,594,568.60
HCV	1865	822-01	Investment Pool Accounts	< 1 Y	1,466,567.80			2.847	100.000	10/30/2020	1,466,567.80	1,466,567.80
FSS ESCROW	1866	822-02	Investment Pool Accounts	< 1 Y	180,740.10			2.847	100.000	10/30/2020	180,740.10	180,740.10
SEIZURE OTHR	1905	923	Investment Pool Accounts	< 1 Y	66,051.95			2.847	100.000	10/30/2020	66,051.95	66,051.95
ED FD	2186	694	Investment Pool Accounts	< 1 Y	2,251,304.99			2.847	100.000	10/30/2020	2,251,304.99	2,251,304.99
GO CP	2268	601	Investment Pool Accounts	< 1 Y	9,198,285.52			2.847	100.000	10/30/2020	9,198,285.52	9,198,285.52
ELEC CP	2269	210	Investment Pool Accounts	< 1 Y	9,613,887.55			2.847	100.000	10/30/2020	9,613,887.55	9,613,887.55
WATER CP	2270	220	Investment Pool Accounts	< 1 Y	2,661,481.74			2.847	100.000	10/30/2020	2,661,481.74	2,661,481.74
SEWER CP	2271	230	Investment Pool Accounts	< 1 Y	2,288,073.03			2.847	100.000	10/30/2020	2,288,073.03	2,288,073.03
JAG-2018	2469	871-18	Investment Pool Accounts	< 1 Y	0.01			2.847	100.000	10/30/2020	0.01	0.01
TWDB ESCROW	2475	228-02	Investment Pool Accounts	< 1 Y	1,262,719.61			2.847	100.000	10/30/2020	1,262,719.61	1,262,719.61
TWDB RESERVE	2477	228-03	Investment Pool Accounts	< 1 Y	288,828.86			2.847	100.000	10/30/2020	288,828.86	288,828.86
COVID 19	2502	941	Investment Pool Accounts	< 1 Y	53,035.88			2.847	100.000	10/30/2020	53,035.88	53,035.88
RTR PROJECT	2504	692	Investment Pool Accounts	< 1 Y	324,008.76			2.847	100.000	10/30/2020	324,008.76	324,008.76
JAG-2019	2521	871-19	Investment Pool Accounts	< 1 Y	35,045.81			2.847			35,045.81	35,045.81
JAG-2020	2522	871-20	Investment Pool Accounts	< 1 Y	31,508.58			2.847			31,508.58	31,508.58
ARP	2524	943	Investment Pool Accounts	< 1 Y	53,860,645.20			2.847			53,860,645.20	53,860,645.20

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
				Subtotal	**509,610,728.31**						**509,610,728.31**	**509,610,728.31**
Issuer: Texpool Prime Investment Pool												
SYS2417	2417	100	Investment Pool Accounts	< 1 Y	42,281,945.97			3.131	100.000	10/30/2020	42,281,945.97	42,281,945.97
SYS2418	2418	214	Investment Pool Accounts	< 1 Y	12,648,390.81			3.131	100.000	10/30/2020	12,648,390.81	12,648,390.81
SYS2418	2419	635	Investment Pool Accounts	< 1 Y	2,545,599.89			3.131	100.000	10/30/2020	2,545,599.89	2,545,599.89
SYS2418	2420	111	Investment Pool Accounts	< 1 Y	996,146.62			3.131	100.000	10/30/2020	996,146.62	996,146.62
				Subtotal	**58,472,083.29**						**58,472,083.29**	**58,472,083.29**
Issuer: TXSTAR												
TEXSTAR	1822	100	Investment Pool Accounts	< 1 Y	20,487,221.34			2.294	100.000	10/30/2020	20,487,221.34	20,487,221.34
				Subtotal	**20,487,221.34**						**20,487,221.34**	**20,487,221.34**
Issuer: United States Treasury												
91282CAR2	2527	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	10/31/2022		0.125	99.798	09/30/2022	9,979,870.00	9,999,716.48
9128283C2	2542	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	10/31/2022		2.000	99.939	09/30/2022	4,996,970.00	5,007,761.37
9128283C2	2543	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	10/31/2022		2.000	99.939	09/30/2022	4,996,970.00	5,007,761.37
91282CAX9	2526	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	11/30/2022		0.125	99.516	09/30/2022	9,951,640.00	9,999,287.07
91282CBN0	2555	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/28/2023		0.125	98.527	09/30/2022	4,926,365.00	4,979,062.71
91282CBU4	2544	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	03/31/2023		0.125	98.168	09/30/2022	9,816,800.00	9,989,839.07
91282CBU4	2545	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	03/31/2023		0.125	98.168	09/30/2022	9,816,800.00	9,989,839.07
912828ZH6	2556	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2023		0.250	98.050	09/30/2022	9,805,080.00	9,952,195.12
912828ZH6	2557	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2023		0.250	98.050	09/30/2022	9,805,080.00	9,952,195.12
912828ZH6	2558	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	04/15/2023		0.250	98.050	09/30/2022	4,902,540.00	4,971,965.75
91282CCD1	2547	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	05/31/2023		0.125	97.394	09/30/2022	9,739,450.00	9,977,409.81
91282CCK5	2528	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/30/2023		0.125	97.085	09/30/2022	9,708,590.00	9,989,666.10
91282CCK5	2546	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/30/2023		0.125	97.085	09/30/2022	9,708,590.00	9,973,900.26
9128284U1	2559	100	Treasury Coupon Securities	> 1 Y	20,000,000.00	06/30/2023		2.625	98.933	09/30/2022	19,786,720.00	19,953,463.06
91282CCN9	2554	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/31/2023		0.125	96.699	09/30/2022	4,834,960.00	4,962,577.55
91282CCU3	2540	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/31/2023		0.125	96.304	09/30/2022	4,815,235.00	4,996,162.69
91282CCU3	2541	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/31/2023		0.125	96.304	09/30/2022	4,815,235.00	4,996,162.69
91282CAK7	2550	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	09/15/2023		0.125	96.191	09/30/2022	4,809,570.00	4,967,811.42
91282CAK7	2551	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	09/15/2023		0.125	96.191	09/30/2022	4,809,570.00	4,967,811.42
91282CDD0	2552	214	Treasury Coupon Securities	> 1 Y	10,000,000.00	10/31/2023		0.375	95.890	09/30/2022	9,589,060.00	9,937,331.73
91282CDD0	2553	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	10/31/2023		0.375	95.890	09/30/2022	9,589,060.00	9,937,331.74
91282CDM0	2548	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/30/2023		0.500	95.714	09/30/2022	4,785,740.00	4,990,200.47
91282CDM0	2549	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/30/2023		0.500	95.714	09/30/2022	4,785,740.00	4,990,200.47
91282CBV2	2560	100	Treasury Coupon Securities	> 1 Y	15,000,000.00	04/15/2024		0.375	94.183	09/30/2022	14,127,540.00	14,376,853.18
				Subtotal	**200,000,000.00**						**194,903,175.00**	**198,866,505.72**

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
				Total	809,730,612.56						803,942,245.96	808,062,621.16

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. a.**

Meeting Date: November 14, 2022

Item Title: Transportation Initiatives Briefing

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

The Director of Transportation will brief the council on two innovative initiatives:

- Innovative Truck Priority Project partnership with the NCTCOG
- Application for a Grant for an automated shuttle vehicle between the VA hospital district and downtown Garland including the DART train station.

Recommendation/Action Requested and Justification

Briefing only.

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. b.**

Meeting Date: November 14, 2022

Item Title: City of Garland Public Art Process

Submitted By: Amy Rosenthal, Cultural Arts Director

Summary of Request/Problem

Civic Arts was contracted in March 2020 to create a Cultural Arts Master Plan for the City of Garland. The plan was presented on May 17, 2021 and approved by Council on June 8, 2021.

The Garland Cultural Arts Plan Goals include:

- Provide experiences in all neighborhoods and downtown for residents and visitors
- Grow opportunities for youth
- Celebrate and support diversity and heritage
- Support and attract artists and creatives
- Foster collaboration and partnerships
- Optimize municipal operations

Outlining a Public Art Process was identified as a top priority in the Garland Cultural Arts Plan.

Parks, Recreation and Cultural Arts staff have applied Council feedback from the Cultural Arts Work Session update on October 10, 2022 and have collaborated with other departments to create a flexible and equitable approach in the development of a Public Art Process.

The Public Art Process includes:

- Vision
- Public Art Definition
- Purpose
- Funding
- Projection Development & Public Art Types
- Project Proposal
- Artist Selection Panel
- Work Flow
- Artist Selection Approaches
- Criteria for Selection
- Exemptions
- Conservation & Maintenance
- Gifts/Loans

- De-accessioning
- Manner of Disposition

Recommendation/Action Requested and Justification

Several City departments have public art projects ready for development. Council's feedback and direction on a Public Art Process helps provide a consistent approach for public art projects across the city.

Attachments

COG Public Art Process Draft

COG Public Art Process Chart Draft

COG Public Art Process Presentation

---

1 - Vision

As outlined in the City of Garland Cultural Arts Plan 2021 and adopted at the Regular Meeting of City Council on June 8, 2021:

Garland's cultural arts sector grows from strong community foundations and provides residents and visitors access to creative experiences and expression.

The City of Garland strives to build a reputation as a regional cultural destination, to be a training ground for all forms of creative expression, and to nurture collaborative partnerships grounded in diversity, family and youth.

2 - Public Art

Artworks or art places created by an artist, artists, and/or collaboration of artists and design professionals, for a public place for the public to experience, or for a public purpose. Art or design that is created specifically for a public context or place which, through a public process, influences that context or place in a meaningful way.

2.1 - Public Art – Publically/Privately Funded or located on Public Property:

This process applies to artworks purchased or commissioned utilizing City of Garland funds and/or artworks placed on public property.

2.2 Public Art – Privately Funded and located on Private Property:

The City of Garland supports and encourages private developers' commitment to public art. Private businesses and landowners who wish to contribute to the visual creative texture of their community are an incredible asset to the City. The City of Garland does not have significant authority over content control for public art that is privately funded and placed on private land, beyond the content of neutral and uniform regulation such as obscenity laws and sign ordinance.

3 - Purpose - City of Garland's Public Art Process supports:

- Establishing a diverse collection of public artworks
- Creating works of public art with the cooperation of the community
- Involving local, regional and national artists of diverse backgrounds
- Highlighting and promoting local artists and creatives
- Providing ongoing opportunities for artists to advance their art forms with temporary and permanent public artworks
- Strengthening economic development and cultural tourism
- Understanding of public art and encouraging public dialogue
- Incorporating art and design projects of the highest quality throughout the community
- Creating a move livable community and enhancing neighborhood identity
- Increasing community pride
- Providing a legacy of art and culture for future generations

4 - Funding

Funding for public art is project driven and varies by project. Funding sources may include special allocations of City funds, funding from GCAC Inc., contributions from individuals and corporations, foundations, developers, and grants.

Per Section 444.029 of Texas Government Code, any county, municipality, or other political subdivision of this state undertaking a public construction project estimated to cost more than $250,000 may specify that a percentage not to exceed one percent of the cost of the construction project shall be used for fine arts projects at or near the site of the construction project.

5 - Project Development & Public Art Project Types

The Garland Public Art Process coordinates the following related types of public art projects:

1. **CAPITAL**

   Projects where public art is intentionally incorporated into new City capital or infrastructure projects.

   Department Sponsor(s): Cultural Arts, Building Operations/Facilities, Engineering, Planning, Library, Neighborhood Vitality, Downtown Development

2. **NEIGHBORHOOD**

   Projects in which public art is created specifically to highlight, celebrate, or commemorate a neighborhood or community.

   Department Sponsor: Neighborhood Vitality

3. **SIGNATURE**

   Projects with a citywide focus – “signature pieces”

   Department Sponsor(s): Cultural Arts, Heritage/Landmark

4. **DEVELOPMENT**

   Projects that are part of a public/private development or revitalization project

   Department Sponsor(s): Economic Development, Downtown Development, Neighborhood Vitality

5. **PARKS & RECREATION ASSETS**

   Projects that offer tactile experiences, invite interaction or participation, establish resting places or focal points, or respond to natural elements or landscape features of site.

   Department Sponsor: Parks and Recreation

6 - Project Proposal

The **Project Proposal** outlines the work involved with the project, establishes goals against which the project will be reviewed, and helps establish buy-in for the project before the commissioning process begins.

All public art proposals must have a City of Garland sponsoring department.

The Project Proposal includes:

- Description of the project's location and other information regarding the proposed setting
- Project goals and how project relates to the overall vision for public art in Garland
- Projected budget and funding sources
- Schedule outline
- Project stakeholders
- Anticipated conservation and maintenance needs
- Community outreach strategies

For each project, an **Artist Selection Panel** is formed to recommend the selection of an artist or artwork.

Depending on the type of selection process employed, the Artist Selection Panel is responsible for:

- Reviewing artist qualifications and proposals, and interviewing artists
- Reviewing community feedback on proposals (if applicable)
- Making final recommendations

7 - Artist Selection Panel

The composition of each Artist Selection Panel will depend on the nature of each project and site of installation. Artist Selection Panels should be limited to a total of nine members - including at least one member of the Garland Cultural Arts Commission representing the District in which the project occurs.

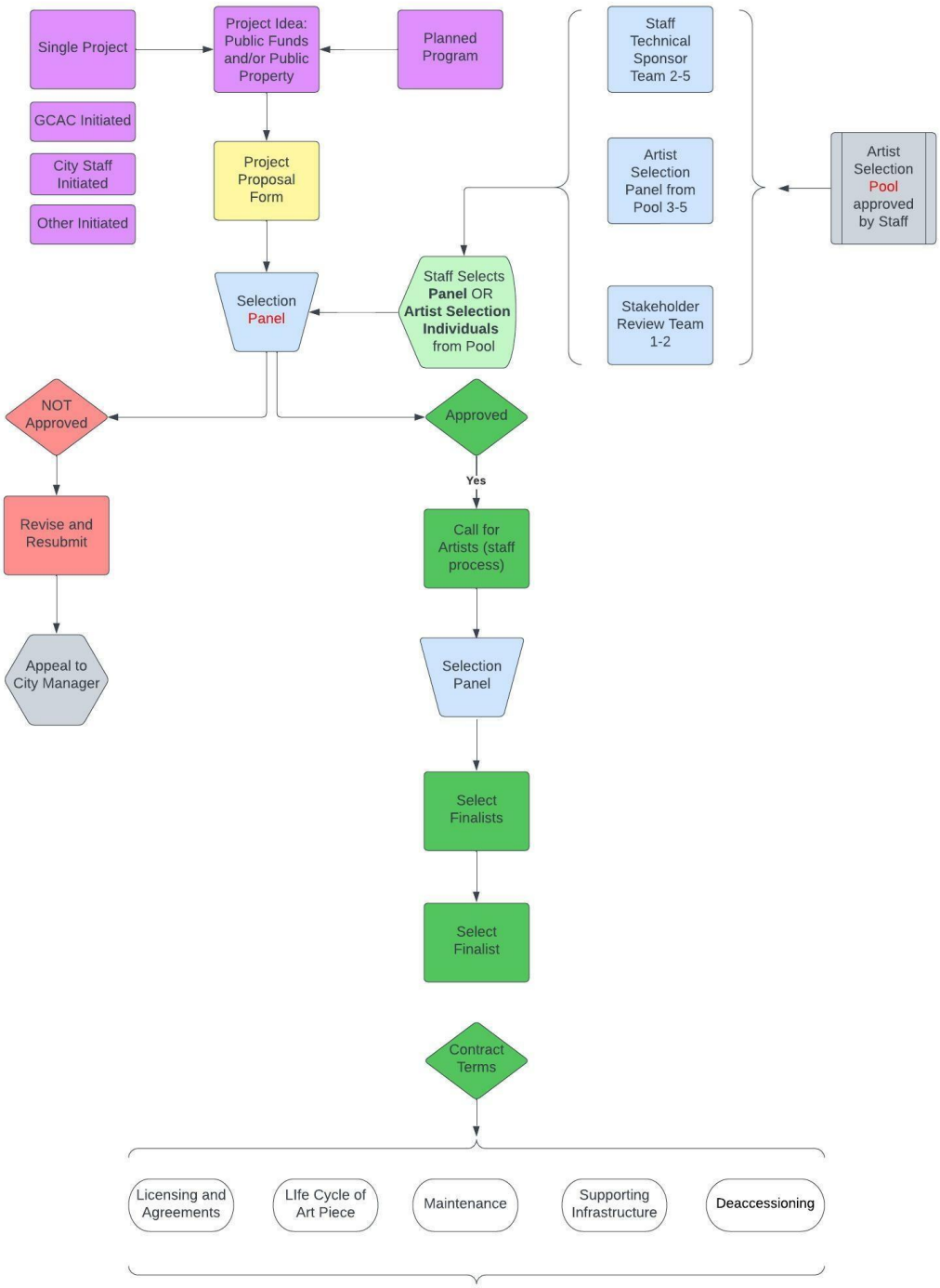
Staff Technical Team 2-5 individuals	Artist Selection Pool 3-5 individuals	Stakeholder Review Team 1-2 individuals
Staff members from project Sponsoring Department	Registry of arts professionals, artists, architect (building and landscape), interior designers, graphic designers, urban design and planning. Individuals file an application with Cultural Arts and application remains on file for five years. Registry also includes Garland Cultural Arts Commission members.	Individuals with significant involvement in the project including property owners, HOA members, residents, developer.

The Artist Selection Panel will convene for 3-5 meetings facilitated by Cultural Arts staff. Meetings typically last around two hours.

7.1 - City of Garland Public Art Work Flow

1. Project Proposal submission received
2. Department Sponsor accepts of Proposal
3. Department Sponsor assembles Artist Selection Panel from Pool
4. Artist Selection Panel reviews Proposal and provides input for ‘Call for Artists’ or ‘Call for Entries’ (RFQ/RFP)
5. ‘Call’ is finalized and Cultural Arts staff publishes and distributes
6. Artist Selection Panel reviews submissions, selects finalist(s)
7. Staff administers contract with Artist
8. Artist fulfills contract – produces work

7.2 - City of Garland Public Art Work Flow Chart



8 - Artist Selection Approaches

The City of Garland recruits and selects artists specific to the Project Proposal, reflecting the specific goals of each project and offering the greatest chance of finding the best artist.

8.1 - Open Invitational/Open Entry

This process is open to all qualified artists with possible limitations based on geographical or other eligibility criteria. The project is advertised and project guidelines are published.

No fees will be charged to artists submitting materials and applications.

A single artist may be selected, or a limited number of finalists may be paid an honorarium to prepare a specific site proposal and/or attend an interview with the selection panel.

8.2 - Limited Invitational/Focused Invitational

Selected artists are invited to enter a competition or are pre-selected as candidates for a particular project or site.

Artists are considered for a commission by invitation only.

Members of the selection panel generate the names of artists to be invited. Finalists may be asked to submit a proposal in the form of a drawing or maquette and/or attend an interview with the selection panel.

This method generally applies when a certain type of artwork or certain qualifications and experience are required, such as sculpture competitions, site-specific works and works requiring design team expertise

8.3 - Direct Selection

On occasion, the City of Garland may choose to directly recommend an artist for a project.

Direct selection may be implemented on projects where there is an urgent timeline, certain budget restrictions, or when very specific project requirements exist.

8.4 - Artist Registry

The City of Garland continues to build a roster of artists eligible to participate in potential public art initiatives.

9 - Criteria for Selection of Artists or Artworks

1. Artistic Excellence – Accepted works of art shall be original works of exceptional quality and enduring value based upon consideration of its artistic, social, and/or historical significance.

2. Appropriateness to Site – relationship of the work of art to the site shall be considered in respect to the social, cultural, historical and physical context of the site, either existing or planned.

3. Maintenance – Consideration may be given to structural and surface integrity and stability, to permanence, protection against theft, vandalism and weathering, as well as to the probability of excessive maintenance and repair costs.

4. Elements of Design – Consideration may take into account that in addition to complying with aesthetic standards, public art may also serve to establish focal points, terminate vistas, modify, enhance or define spaces, or establish identity.

5. Safety – Artworks and art places must be devoid of any unsafe conditions or factors.

6. Diversity – The City of Garland's Public Art Process strives for diversity of style, scale, media and artists, including ethnicity and gender as well as equitable distribution of artworks and art places.

10 – Exemptions

The City of Garland's Public Art Process recognizes the importance of community engagement and beautification projects. The following public art initiatives and/or displays are exempt from this process.

- Art activations for tactical urbanism – repairs, temporary engagement projects, beautification projects
- Traffic utility boxes
- Trash dumpsters/enclosures
- Sidewalk art and temporary street murals
- Light pole banners
- Wayfinding signs for trails and public parks
- Existing artwork on/in public property

11 - Conservation and Maintenance

Public art is a community asset that should be properly maintained. The City of Garland will undertake conservation and routine maintenance to preserve its public art collection in the best possible condition.

To assist in the maintenance and conservation of the City's public art collection, information on each work of art commissioned, leased, loaned or owned outright by the City should be kept on file with the City on a standardized maintenance and conservation worksheet. Works of art on loan should be maintained in accordance with the requirements of, and in collaboration with, the lender.

11.1 - Conservation

Conservation is the regularly scheduled examination, documentation, treatment and preventative care of public art conducted by a professional art conservator.

The City will regularly conduct, or hire a professional conservator to conduct, a survey of the condition of each work in the City's collection and make recommendations for conservation, cost estimates, and a recommended schedule for implementation.

In addition, the City will take steps to identify conservation needs prior to the fabrication and installation of new works. The City will require, when necessary, that artists consult with a conservator during the design development phase of the project to identify the conservation needs of the project. Alternately, the City may have design documents reviewed by a conservator hired by the City prior to executing the fabrication and installation portion of a contract.

11.2 - Routine Maintenance

Routine maintenance is the care for public art that does not require specialized expertise (i.e.: dusting, washing, lubrication of moving parts). Routine maintenance can generally be managed by the Department Sponsor that maintains the facility and/or site where the art is located. If the Department Sponsor determines that it does not have the expertise or budget to manage routine maintenance, it should contact the City Manager's office to arrange for outside support.

The Department Sponsor should not conduct any non-routine maintenance or conservation unless requested by the GCAC. The Department Sponsor should notify GCAC immediately if an artwork is damaged or stolen, or if the Department Sponsor plans to move the artwork or in any way alter its site. Any work that is recommended for relocation or de-installation would be subject to the de-accession policy.

Works of art should be maintained in a manner outlined in the above-mentioned maintenance and conservation worksheet, appropriate to the medium and characteristics of the artwork.

12 - Gifts/Loans

Private individuals, foundations, corporations or other organizations may wish to give or loan the City of Garland work or works of art for public display. These gifts and loans can enrich the City's public spaces. However, it is important to consider carefully whether the gift or loan meets City's vision and ensure that the related costs and risks of the gift or loan are understood.

Both City staff and GCAC should review and make recommendations regarding the acceptance and display of gifts and loans of works of art. GCAC may choose to include additional stakeholders in the review process by establishing an ad hoc review committee.

13 - Deaccessioning

Deaccessioning is the process of removing artwork from the City of Garland's collection. This process recognizes that over time there may be reasons to deaccession artworks.

Deaccessioning is considered only after careful and impartial evaluation of artworks within the context of the collection. At the beginning of the process, the City of Garland makes reasonable efforts to notify any living artist whose work is being considered for deaccession.

Decisions related to deaccessioning are made by the Garland Cultural Arts Commission according to these guidelines:

- GCAC may, from time to time, deem it necessary to deaccession objects for the betterment of the collection. In considering an object or group of objects for deaccessioning, GCAC must always be aware of its role as trustee of the collection for the benefit of the public.
- Generally, objects are acquired for perpetuity and not with the thought of disposal. At issue is GCAC's responsibility to the community, its donors and the public.
- Objects in the collection should be retained permanently if they continue to be useful to the purposes and activities of GCAC and the Collection, if they continue to contribute to the integrity of the collection and if they can be properly stored, preserved, used and exhibited.

13.1 - Criteria for Deaccessioning

Objects may be deaccessioned when conditions require or when such action would improve or refine the collection.

Reasons for deaccessioning may include but are not limited to situations where:

- The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
- The artwork's annual maintenance cost is deemed excessive.
- The artwork has been damaged beyond reasonable repair.
- The artwork requires extensive conservation or restoration that is cost-prohibitive.
- The artwork is deemed inappropriate or requires removal because of new developments in the direction of the collection.
- The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.

13.2 - Procedure for Deaccessioning

Deaccession of any object from the collection is based on a written recommendation of the Cultural Arts Director. The recommendation must specify reasons for the deaccession.

The Cultural Arts Director reviews and endorses the recommendation before presenting it to the GCAC. GCAC may approve the deaccession only upon a two-thirds majority vote. City and state regulations may apply when deaccessioning City property.

14 - Manner of Disposition

The manner of disposition should be in the best interest of the City of Garland and the public. Disposition should occur as follows:

- Unless the GCAC specifically determines an alternative means of disposition, all dispositions are by sale with the primary objective of obtaining the best possible price. Sales of artworks are allowed through public auction, art gallery or dealer resale or direct bidding by individuals. Trade through artist, gallery, museum or other institution for one or more other artworks of comparable value by the same artist is acceptable.

- Artworks that were commissioned or accepted into the collection as site-specific works may be destroyed in lieu of being sold or reinstalled at an alternative site. ***(This process is known as decommissioning rather than deaccessioning.)*** Generally, site-specific works are created for a specific location and are not appropriate for relocation.

- In rare instances, the City of Garland may recommend reinstallation of artwork if its integrity and original intent or purpose can be preserved. When possible, this is done with the cooperation and supervision of the artist or the artist's estate. Didactic signage is installed at the site, explaining that the work has been re-sited and providing information related to the original site, commission and intention.

- Deaccessioned objects may be placed in another institution where they serve a similar purpose to that for which they were originally acquired.

- Regarding sale or trade of artworks, the City of Garland offers the right of first refusal to the artist, if still alive, and/or the original donor if the artwork was a gift to the City. In the case of artwork by a living artist, an exchange may be made if appropriate.

- Absent mandatory donor restrictions or requirements, the Garland Cultural Arts staff, officers, board members and their immediate family members (spouses and minor children and other family members who live at home) and other members of their immediate households and controlled entities may not be the purchasers or recipients of deaccessioned objects.

14.1 - Use of Net Proceeds from Deaccessioning

Net proceeds from the sale of deaccessioned objects (i.e., the proceeds of the disposition less all related expenses) must not be used as operating funds. Net proceeds are designated "for acquisition only" and must be used only for the growth or care of the collection, consistent with acquisition procedures.

The donor of a deaccessioned object that enters the collection as a gift is fully credited in documentary files, in publications and on identifying labels for artwork purchased with proceeds of the sale. The purchased artwork, so credited, is labeled and identified as a "gift of [name of original donor] by exchange."

(Sample Project Proposal Form)

City of Garland
Public Art Project Proposal

Project Title: _____

Please select City of Garland Department Sponsor(s):

- ○ Cultural Arts
- ○ Building Operations/Facilities
- ○ Engineering/Planning
- ○ Neighborhood Vitality
- ○ Libraries
- ○ Economic Development
- ○ Downtown Development
- ○ Heritage/Landmark
- ○ Parks and Recreation

Contact Information:

Name: _____ Title: _____

Organization: _____

Address: _____

Email: _____ Phone: _____

Website: _____

Project Location:

Address: _____

Council District: _____

Is this publically owned property? Yes No

(Sample Project Proposal Form)

Project Description:

What are the project goals?

How does project relate to overall vision for public art in Garland?

Budget & Funding Sources:

Schedule & Timeline:

Project Stakeholders:

(Sample Project Proposal Form)

Anticipated Conservation & Maintenance Needs:

Community Outreach & Engagement Strategies:

Applicant Signature: _____

Date of Submission: _____

Department Sponsor Signature: _____

(Sample Artist Selection Panel Application to build pool)

City of Garland
Artist Selection Panel Application

Thank you for your interest in serving on an Artist Selection Panel. The artist selection process requires 3-5 meetings each lasting approximately two hours to review applicants for public art projects. Panels are assembled on a project by project basis. Please consider the time commitment when completing this form. Applicants must be either a Garland resident or have a business in Garland.

For more information, please contact arts@garlandtx.gov. Thank you!

Name: _____

Occupation: _____

Address (Home/Business): _____

Phone: _____

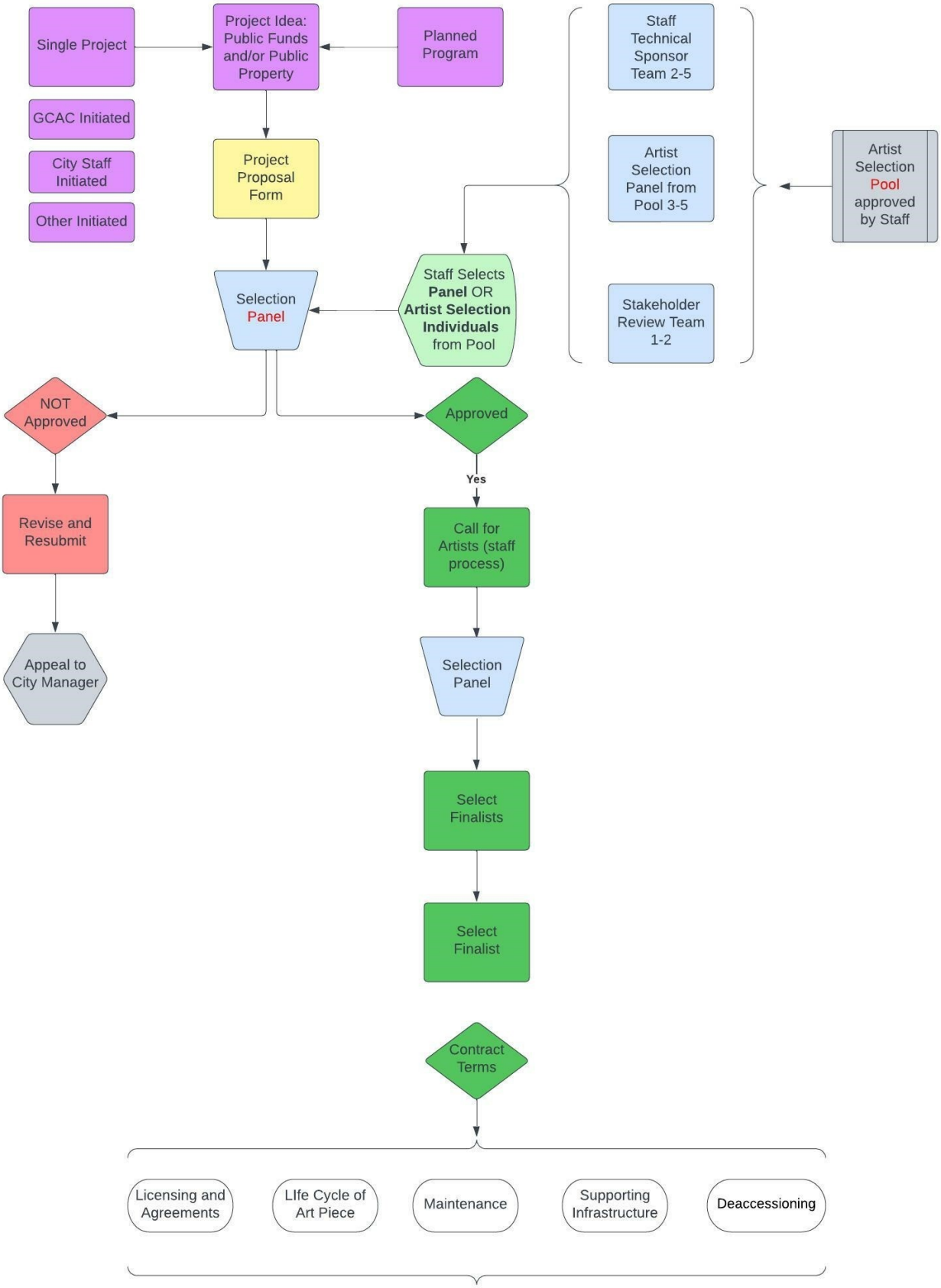
Email: _____

I have a background/experience in (check all that apply):

- **Artist**
- **Arts Administrator/Educator**
- **Gallery Owner/Curator**
- **Art Appreciation/Collector**
- **Landscape/Building Architecture**
- **Design**
- **Urban Planning**
- **Community Volunteer/Involvement**
- **City Board Member**
- **I have no background in these areas but see this is as a way to serve my community**

NOTE: Completion of this form functions as a statement of interest in serving on a panel but does not ensure selection for a panel. Panels are selected as projects arise. Information received through this interest form is the first step in the panel selection process. Applications remain on file for up to 5 years after application date.

City of Garland Public Art Process
Work Session - November 14, 2022
DRAFT



Cultural Arts
Public Art Process

Amy Rosenthal, Cultural Arts Director

Andy Hesser, Managing Director, PRCAD

November 14, 2022

GARLAND

06/2021 – Council Adopts Cultural Arts Plan

GARLAND

Cultural Plan Goals

1. Provide experiences in all **NEIGHBORHOODS & DOWNTOWN** for residents and visitors
2. Grow opportunities for **YOUTH**
3. Celebrate and support **DIVERSITY & HERITAGE**
4. Support and attract **ARTISTS & CREATIVES**
5. Foster **COLLABORATION & PARTNERSHIPS**
6. Optimize **MUNICIPAL OPERATIONS**

Public Art Process

- **Top #1 Priority**
- **Only** for artworks supported by public funds and/or on public property
- Consistent & equitable approach
- Multiple departments interact with public art
- Funding varies by project

506 Art – Downtown Garland

Public Art

Why is Public Art important?

- Sense of identity and pride
- Adds quality of life for residents
- Attraction for visitors – highlights Garland as a destination (Cultural Tourists)
- Encourages private investment

506 Art – Downtown Garland

Considerations - Approach on Process •••••

- How are projects determined
- Who is making selection
- What is criteria to evaluate
- Response to initial guidelines – too restrictive for artistic content
- Influenced by NTX & US communities

506 Art – Downtown Garland

GARLAND

Why Process is Important?

- Fulfills goal in Cultural Arts Plan
- Further demonstrates commitment to community
- Heightens visibility as viable place for artistic endeavors
- Allows for consistent, transparent, equitable approach as expand cultural initiatives

Foundation - Artist Selection Pool

- Build a pool of volunteers
- Artists, art historians, curators, art educators, designers, interior/graphic, architecture, landscape/building, planners, GCAC
- Have residence/business in Garland
- Keep applications on file for 5 years
- Open/no deadline

Artist Selection Panel

Staff Technical Team 2-5 individuals	Artist Selection Pool 3-5 individuals	Stakeholder Review Team 1-2 individuals
Staff members from project Sponsoring Department	Registry of arts professionals, artists, architect (building and landscape), interior designers, graphic designers, urban design and planning. Individuals file an application with Cultural Arts and application remains on file for five years. Registry also includes Garland Cultural Arts Commission members.	Individuals with significant involvement in the project including property owners, HOA members, residents, developer.

- Composition of Panel depends on the nature of each project and site of installation
- 9 members max w/ at least 1 GCAC commissioner on Panel
- 3-5 meetings facilitated – each meeting 2hrs

GARLAND

Project Types

CAPITAL - intentionally incorporated into new City capital or infrastructure projects
Department Sponsor(s): Cultural Arts, Building Operations/Facilities, Engineering, Planning, Library, Downtown Development

NEIGHBORHOOD - highlight, celebrate, or commemorate a neighborhood or community
Department Sponsor: Neighborhood Vitality

SIGNATURE - Citywide focus – "signature pieces"
Department Sponsor(s): Cultural Arts, Heritage/Landmark

DEVELOPMENT - part of a public/private development or revitalization project
Department Sponsor(s): Economic Development, Downtown Development, Neighborhood Vitality

PARKS & RECREATION ASSETS - respond to natural elements or landscape features of site
Department Sponsor: Parks & Recreation

1st Step - Project Proposal

Applicant (Internal/External)

- Identify Project Type & Department Sponsor
- Outline budget & funding sources
- Address how project supports goals from Garland Cultural Arts Plan
- Describe community outreach & engagement

"Birds of a Feather," Dixie Friend Gay (TX)
Houston Public Library

Project Proposal – Work Flow

- Department Sponsor approves/rejects proposal
- Department Sponsor Assembles Artist Selection Panel
- Call for Artists or Call for Entries
- Finalist selected
- Contract
- Production of project

"Rhythmic Illuminations," Joshua Weiner (CO)
Downtown Plano Gateway, TX

GARLAND

Project Example #1 – Library Mobile

- Internal Applicant
- Department Sponsor - Library
- Cultural District Grant & CIP
- Library assembles Artist Selection Panel
- “Call” issued
- Artist/project selected

“Psyche Books & Butterflies,” Ralph Helmick & Stu Schecter (MA)
Salt Lake City Public Library, UT

GARLAND

Project Example #2 – Downtown Mural

- External Applicant
- Department Sponsor – Downtown Development Office
- TIF with private match
- DDO assembles Artist Selection Panel
- “Call” issued
- Artist/project selected

“Blind Willie Johnson,” Levi Ponce (CA)
Downtown Brenham, TX

GARLAND

Project Example #3 – Ramp Mosaic

- External Applicant
- Department Sponsor – Parks & Rec
- Private fundraising
- Project denied – materials not feasible to skate on
- Dept works w/ Applicant on another approach – resubmits application

"Nani Falcone Skate Park Mural," Katie Pell (TX)
San Antonio, TX

GARLAND

Project Example #4 – HOA Sculpture

- External Applicant
- Department Sponsor – Neighborhood Vitality
- Grant
- NV assembles Artist Selection Panel
- “Call” issued
- Artist/project selected

“Open House,” Ty Gillespie (CO)
Denver, CO

GARLAND

Public Art Process – Other Components

- Artist Selection Approaches
- Exemptions
- Conservation/Maintenance
- Gifts/Loans
- Deaccessioning
- Manner of Disposition

"Light Poem," Robert Montgomery (Scotland)
Fort Smith, AR

GARLAND

Projects Not Applicable to Process

- Activation Projects
- Tactical Urbanism/Beautification
- Traffic Signal Boxes
- Sidewalk Art
- Light pole Banners
- Wayfinding Signs
- Existing Artwork on/in Public Property

Traffic Signal Box, Alice Won (TX)
Flower Mound, TX

GARLAND

Thank you

Feedback & Direction

GARLAND