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
November 6, 2017
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.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

[Public comment will not be accepted during Work Session unless Council determines otherwise.]

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. 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.

2. Written Briefings:

a. Resale of Property - 802 E. Walnut

Council is requested to consider that the property be returned to public sale with no-minimum bid requirements. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 Regular Meeting.

b. Master Agreement with Dallas County for Transportation-Related Maintenance

Council is requested to considered whether to enter into a Master Agreement with Dallas County (County) for Transportation-Related Maintenance. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 Regular Meeting.

c. Consider Garland Cultural Arts Commission Inc. Hotel Occupancy Tax Revenue Budget, and Authorize Execution of the Hotel Occupancy Tax Program Management Agreement

Council is requested to approve the 2017-2018 budget of the Garland Cultural Arts Commission Inc. (GCACI), and authorization of the City Manager's execution of the Hotel Occupancy Tax Program Management Agreement between the City of Garland and the GCACI.

d. Development Agreement with Skorburg Retail Corporation for Hidden Oaks Subdivision

Council is requested to consider approving a Development Agreement with Skorburg Retail Corporation for the development of a certain 12.77 acre tract of land located east of Lavon Dr. (State Hwy. 78) between Foster Road and Crist Road, pursuant to Planned Development Ordinance No. 6916 for the proposed Hidden Oaks Subdivision. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 Regular Meeting.

e. Development Agreement with First Texas Homes, Inc. for the Oates Road Extension

Council is requested to consider approving a Development Agreement with First Texas Homes, Inc. for the construction of the extension of Oates Road. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 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 Statement of Investment Policy and City Council Statement of Investment Strategy.

3. Verbal Briefings:

a. Retirement Stability Benefit for Civil Service Employees

At the October 16, 2017 Work Session, City Council directed staff to retain Lincoln Financial Group to assist with the implementation of a Retirement Stability Benefit (RSB) for Civil Service Employees.

b. Garland Housing Finance Corporation Board Update

Chris Luna and John Jacobs will provide Council with an update on the Garland Housing Finance Corporation Board.

c. Garland Development Code (GDC) Amendments

Staff will provide a briefing to the City Council on proposed Garland Development Code (GDC) amendments.

d. Skate Park Timeline

At the request of Mayor Douglas Athas, staff will provide a timeline of public meetings and/or public input related to a Skate Park.

e. Image Management Initiative Update

Staff will present an update on the status of the Image Management Initiative.

4. Regular Items:

a. Council Initiatives

Staff will present Council and City Manager initiatives organized in a format that will allow for the development of a Strategic Plan that can be more easily tracked and managed. Council will be asked to prioritize the items.

5. Discuss Boards and Commissions

Mayor Douglas Athas

- Wayne Dalton - Planning and Zoning Commission

6. 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.

7. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.a.**

Meeting Date: November 6, 2017
Item Title: Resale of Property - 802 E. Walnut
Submitted By: Corey Worsham, Tax Administrator
Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs

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ISSUE

The property located at 802 E. Walnut was struck-off in Trust, to the City of Garland during the October 2017 Dallas County Sheriff's Sale. That judgement was in the amount of $597,269.83, which included delinquent taxes through the 2010 tax year. In addition, subsequent taxes have accrued on the property to the current amount of $276,590.60. The property has a current value of $891,210 per the Dallas Central Appraisal District and the maintenance and security of the property is the responsibility of the City

In accordance with Section 34.05 (h-i) of the Texas Property Tax Code the City of Garland may sell the property via a private bid. The City may also sell the property via a second public sale with the written approval of the governing body. No-minimum bid requirements are required for the second public sale per Section 34.05 (c) of the Tax Code. The purchasing party will be responsible for the post judgment tax years of 2011-2017, which is $276,590.60.

OPTIONS

The City Council May:

1. Return the property to public sale with no-minimum bid requirement
2. Take no action and retain the property until a private offer is accepted

RECOMMENDATION

Option 1. Staff recommends that the property be returned to public sale with no-minimum bid requirements. Unless otherwise directed by the Council, the item will be placed on the November 21, 2017 City Council agenda.

BACKGROUND

The property located at 802 E. Walnut is in an industrial district. The property consists of 2 acres of land, 2 warehouses (17,700 sq. ft. & 5,200 sq. ft.) and an automotive service building (13,070 sq. ft.). The structures are rated poor condition per DCAD records with an average physical depreciation of 64%. Staff believes a substantial amount of funding would be required to bring the property to current City Code standards and to continue to maintain in that fashion.

CONSIDERATION

Approximately 98% of the property's value is encumbered by tax debt. The proceeds received from the sale of this property (with or without a minimum bid) will be used to satisfy the judgment amount of $597,269.83. Post judgment taxes of approximately $276,590.60 will become the responsibility of the purchasing party after the sale. Retaining the property for private sale would require the initiation of formal eviction proceedings, remediation of vehicles, equipment and machinery. Retention of the property would substantially increase the City's future administrative costs. Numerous City Departments, including Economic Development, were made aware of the City’s control of the property and concur with the option to consider a public sale reposting. An accelerated sale of this property would be in the best interest of the City, School District and County.

Attachments

Pictures and Map - 802 E Walnut

Resolution - 802 E Walnut

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802 E. Walnut Picture and Maps

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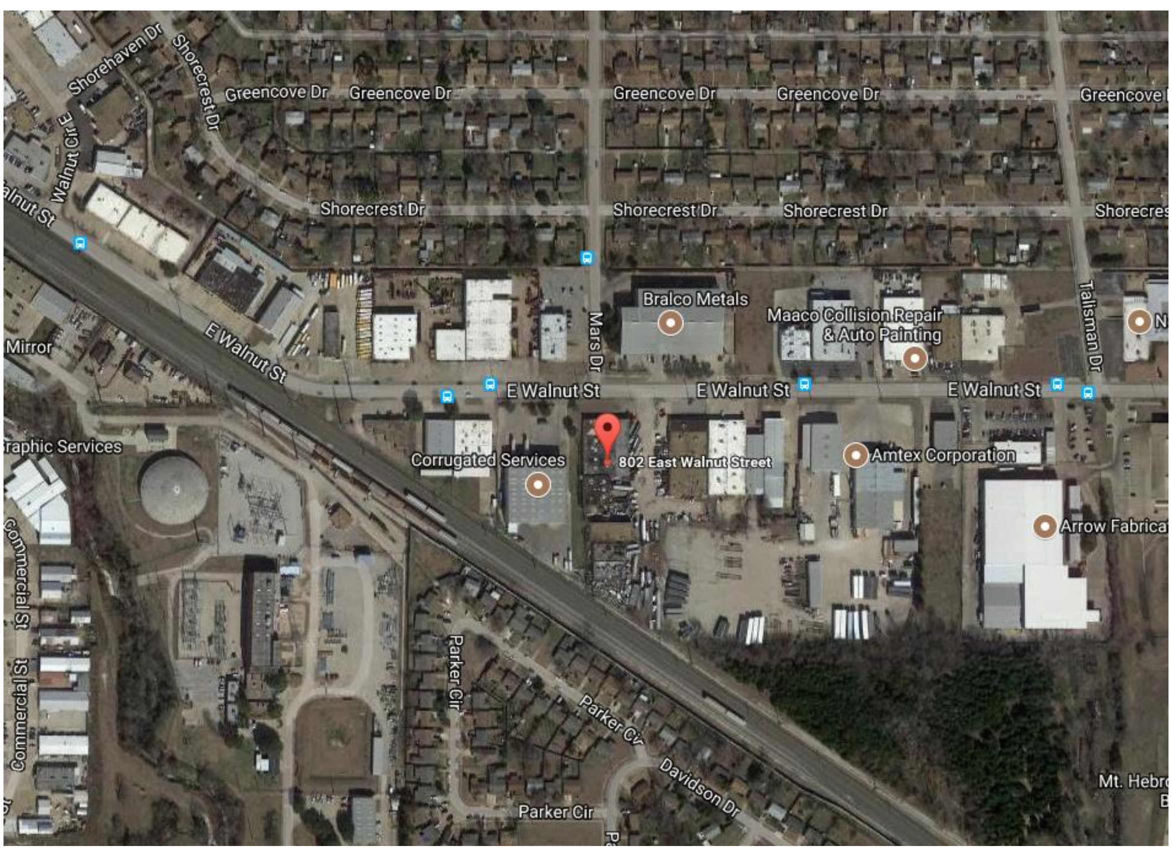
802 E. Walnut Picture and Maps



RESOLUTION NO._______________

A RESOLUTION AUTHORIZING THE CITY OF GARLAND TO RE-SELL TAX FORECLOSED PROPERTY LOCATED AT 802 E WALNUT ST., GARLAND, TX, BY PUBLIC SALE, AS PROVIDED BY SECTION 34.05 OF THE TEXAS TAX CODE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to a delinquent tax collection lawsuit and tax foreclosure sale, the property located at 802 E Walnut St., Garland, TX, ("The Property") was struck off to the City of Garland on its own behalf and as Trustee for the Garland Independent School District and Dallas County, pursuant to Section 34.01 (j) of the Texas Tax Code; and

WHEREAS, the City of Garland desires to resell The Property pursuant to Texas Tax Code Section 34.05 (c) at public auction with no minimum bid requirement and with post judgment tax lien for the years 2011- 2017 remaining with the property post-resell until satisfied by purchasing party.

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

Section 1

The recitals in the preamble are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2

The City does hereby consent to the sale by public sale 802 E Walnut Street, Garland, Texas more fully described as follows:

> **BEING PART OF LOTS 3 & 4, BLOCK H, GARVON 10 ADDITION, aka 802 E. WALNUT ST., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN INSTRUMENT 201000207109, OF THE DALLAS COUNTY DEED RECORDS.**

Section 3

This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED AND APPROVED this the ________ day of _____________, 2017.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.b.**

Meeting Date: November 6, 2017

Item Title: Master Agreement with Dallas County for Transportation-Related Maintenance on Certain Designated Roadways

Submitted By: Michael Polocek, Engineering Director

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Consider whether to enter into a Master Agreement with Dallas County (County) for Transportation-Related Maintenance on or About Certain Designated Roadways.

OPTIONS

1. Adopt a Resolution which authorizes the City Manager to execute the attached Master Agreement with Dallas County.
2. Take no action.

RECOMMENDATION

Approve Option 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 Regular Meeting.

BACKGROUND

In 2014, the City and County entered into an original Master Agreement for Transportation-Related Maintenance on or about Certain Designated Roadways. The agreement provides for a 50/50 cost share program between the County and City to participate in maintenance/repairs of designated roadways and bridges.

Dallas County is requesting the renewal of the Master Agreement, along with the other Cities in Dallas County, to have all Master Agreements on the same renewal schedule. The agreement establishes the governing and general financial responsibilities for each agency with respect to individual projects.

The City has benefited from the original Master Agreement by the County participating in the Rowlett Road Slab Repairs project from Broadway Blvd. to Lake Ray Hubbard and the recent Bridge Remediation project. Dallas County participated on a 50/50 cost share basis for both projects equaling just over $1,800,000.

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the Master Agreement with the County.
2. The Master Agreement has been reviewed by the City Attorney’s Office.

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Attachments

Dallas County Master Maintenance ILA

MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF GARLAND
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY/TOWN OF GARLAND

This Master Interlocal Agreement ("Master Agreement") is made by and between Dallas County, Texas (hereinafter "County") and the City/Town of Garland, Texas (hereinafter "City/Town" refers to the applicable City or Town, which is a party to this Master Agreement) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

WHEREAS, pursuant to Court Order____________________, dated_________________, County Commissioners Court approved participation in Transportation Projects within the City/Town of Garland; and

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

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (hereinafter "Master Agreement") for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified "Type B" Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified "Type "C" Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town retaining and authorizing County, through its Road & Bridge forces, to maintain and/or improve various "Type E" Roadways, situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of "Type B" or "Type "E" Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with Strategy 4.2 of Dallas County's Administrative Plan in that it fosters partnership between the County and local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

I. DEFINITIONS

The following definitions are incorporated by reference into this agreement for all purposes.

1. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments will be used as a guide to determine which thoroughfares are of major cross-county importance.
2. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
3. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Texas Government Code.

II. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type B" Roadway Projects; (2) that County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type C" Roadway Projects; (3) that the County provide certain roadway improvements and/or maintenance services ("projects") on the City/Town's street system, which projects shall be duly qualified "Type E" Roadway Projects; or (4) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town's streets and alleyways, which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City/Town.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement ("PSA"), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town. Projects undertaken pursuant to this Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the

City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

III. CITY/TOWN'S CONTRIBUTION

For duly qualified "Type B" and "Type C" Roadway Projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by the County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County's labor, equipment and/or materials.

For all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by the City/Town or the County for the performance of these government functions shall be made from current revenues available to them.

IV. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location, scope and nature of the services it desires performed. Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences, the City/Town and the County must have a clear and mutual understanding of the scope of services to be provided by the County and the costs associated with each such project. Said mutual understanding shall be evidenced by written documentation, i.e. project specific agreements, which shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the full agreed amount for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

V. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For all duly qualified "Type B" and "Type C" Roadway Projects, the County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
2. For all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense.

VI. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section II., as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Agreement.

VII. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 30, 2022. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol, which is stated below and incorporated herein by reference.

VIII. LIABILITY

County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement, without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

IX. FISCAL FUNDING

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

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

X. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Master Agreement and any attachments hereto, set forth the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to the County's and the City/Town's Governmental and/or Sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

C. **Severability.** If any term, covenant, condition or provision of this Master Agreement shall be declared invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. **Not an Agent**. County and City/Town mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. **Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

F. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town, so long as all amendments, changes, revisions, and discharges of this Master Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

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

COUNTY:
Director of Public Works
411 Elm Street, Fourth Floor
Dallas, Texas 75202

CITY/TOWN:
John E. Baker, P.E.
Deputy City Manager
200 N. Fifth Street
Garland, Texas 75046

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

I. **Headings**. The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

J. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City/Town of Garland, Texas.

The City/Town of Garland, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the_____ day of___________________, 2017.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number___________ and passed on the ____day of____________, 2017.

Executed this the________day of
_______________________, 2017.

Executed this the______day of
______________________, 2017.

CITY/TOWN OF GARLAND: `

COUNTY OF DALLAS:

____
CITY/TOWN MANAGER

____
CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

____
CITY/TOWN SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT ATTORNEY

____
Assistant City Attorney

____
Sherri Turner
Assistant District Attorney

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

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.c.**

Meeting Date: November 6, 2017

Item Title: Consider Garland Cultural Arts Commission Inc. Budget

Submitted By: Jermel Stevenson, Managing Director

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs

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ISSUE

Council is requested to approve the 2017-2018 budget of the Garland Cultural Arts Commission Inc. (GCACI), and authorization of the City Manager's execution of the Hotel Occupancy Tax Program Management Agreement between the City of Garland and the GCACI.

OPTIONS

1) Council may follow staff's recommendation to approve the 2017-2018 GCACI budget, the list of subgrant recipients, and authorize the City's execution of the agreement.
2) Return the item to staff for further review and discussion.
3) Do not approve the 2017-2018 GCACI budget, list of subgrant recipients, nor authorize execution of the agreement, thereby cancelling the $135,394 in revenues for support of the cultural arts in Garland.

RECOMMENDATION

Unless otherwise directed by Council, this item which approves the 2017-2018 GCACI budget, the list of subgrant recipients, and authorizes execution of the Hotel Occupancy Tax Program Management Agreement, will be scheduled for formal consideration at the November 7, 2017 Regular Meeting.

BACKGROUND

In February 1986, the Garland City Council created the nine-member Garland Cultural Arts Commission to serve as a liaison between the City and all community-based arts and historic organizations. The Commission's primary goal is to increase the visibility of the arts in Garland. In 1987, the Commission created the private, non-profit organization known as the Garland Cultural Arts Commission Inc. (GCACI) to pursue various sources of revenue in order to fund meritorious arts and historic groups through a cultural arts grant program.

The GCACI administers this grant program, funded primarily through revenues received from the Hotel Occupancy Tax funds. These grants have placed over $1.5 million into local cultural arts organizations since the program's inception in 1987. GCACI's extensive promotional efforts have been the foundation for building Garland's cultural tourism which attracts thousands of arts patrons from throughout North Texas to Garland's arts facilities and activities.

The attached "Hotel Occupancy Tax Program Management Agreement" provides the GCACI with fifteen percent of the hotel occupancy tax net revenue from Quarter 3 of 2015 thru Quarter 2 of 2016, which calculates to $135,394. As a provision of this agreement the GCACI annually adopts a budget which details the proposed expenditures of the revenues provided by this program. The attached Exhibits A and B are the GCACI budget, and list of subgrant recipients approved on October 13, 2017 by the GCACI for this fiscal year.

Attachments

Exhibit A-2017-2018 GCACI Budget

Exhibit B-2017-2018 Subgrant Recipients

Exhibit C-GCACI HOT Agreement

EXHIBIT A

GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI)
PROPOSED 2017 – 2018 BUDGET
HOTEL OCCUPANCY TAX REVENUES

REVENUES:

$135,394.00	Hotel Occupancy Tax Revenues

EXPENDITURES:

$ 108,500.00	GCACI Grant Program for Arts & Cultural Arts Organizations
$ 4,400.00	Annual High School Senior Juried Visual Arts Competition/GISD
$ 12,494.00	"Arts In Action" Newsletter & Event Advertising
$ 10,000.00	Reimbursement to COG for "Vision of the Arts Sculpture *
$135, 394.00	Total Expenditures

*As of 10/20/2017, GCACI has reimbursed the City of Garland $125,000.00 in payment towards the original $200,000 agreement for reimbursement funding by GCACI.

EXHIBIT B

GARLAND CULTURAL ARTS COMMISSION, INC.
2017-18 SUBGRANT RECIPIENTS

GARLAND ARTS GROUPS – MAJOR

Garland Civic Theatre – $24,000

Garland Summer Musicals - $26,600

Garland Symphony Orchestra - $25,000

GARLAND ARTS GROUPS – MINOR

Achievement Center of Texas - $5,000

CORP - $7,000

Alpine Dancers - $2,500

Breitling Youth Theater - $3,000

OTHER

DBC Nutcracker - $14,400

Lake Cities Chorale - $1,000

EXHIBIT C

GARLAND CULTURAL ARTS COMMISSION, INC. (GCACI)
HOTEL OCCUPANCY TAX
PROGRAM MANAGEMENT AGREEMENT

This Hotel Occupancy Tax Program Management Agreement (this "Agreement") is made and entered into by and between the City of Garland, Texas, a Texas home-rule municipality (the "City") and the Garland Cultural Arts Commission, Inc., a non-profit corporation organized under the laws of Texas ("GCACI").

WHEREAS, Chapter 351, TEXAS TAX CODE authorizes a municipality that levies and collects a hotel occupancy tax to expend a portion of the revenues from such tax for the encouragement, promotion, improvement and application of the arts, and for certain historical preservation and restoration projects, activities and related promotions; and

WHEREAS, Sec. 351.101(c), TEX. TAX CODE, authorizes the governing body of a municipality to delegate by contract the management or supervision of programs and activities funded with revenue from the hotel occupancy tax authorized by Chapter 351, Texas Tax Code; and

WHEREAS, GCACI has agreed to manage and supervise various programs and activities relating to the encouragement, promotion, improvement and application of the arts;

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the City and GCACI agree as follows:

Section 1. <u>General Responsibilities of the GCACI</u>. GCACI shall develop, operate, and administer: (i) programs and activities for the encouragement, promotion, improvement, and application of cultural arts within the City and at City facilities; and (ii) projects, activities, advertising and promotional programs for historical restoration and preservation. A detailed, written description of all such programs, activities, projects, advertisements, and promotions (collectively referred to as the "Program") shall be provided to the City Manager annually upon renewal of this Agreement and shall be updated not less than quarterly as part of the periodic reporting required by Section 4 of this Agreement.

Section 2. <u>Hotel Occupancy Tax Revenues</u>. In consideration of GCACI's development, operation, and administration of the Program, the City shall pay to GCACI $135,394.00. In no event shall the payment under this Agreement exceed the amount City may lawfully allocate under Sec. 351.103(c) or fifteen percent (15%) of the hotel occupancy tax revenue actually received in hand by the City for the applicable fiscal quarter(s) used to calculate the amount. The City shall remit payment of Program funds to GCACI on or before October 30, 2017. GCACI shall maintain all revenues received by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

Section 3. <u>Budget</u>. GCACI shall annually prepare and submit to the City a budget detailing all proposed uses and expenditures of the revenues to be provided to the GCACI under this Agreement, including any and all proposed uses and expenditures of revenues intended to be granted by GCACI to subgrantees. If approved by the City Council of the City, the budget shall be made a part of this Agreement as Exhibit "A", and all of GCACI expenditures of revenues received by the City under this Agreement shall be made in accordance with the approved budget.

Section 4. Limitation on Expenditures; Periodic Reporting.

(A) For the purposes of this agreement, "convention center facilities" means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the City or that are managed in whole or part by the City.

(B) Revenue from hotel occupancy taxes paid to GCACI by the City under this Agreement shall be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

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

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

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

(4) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creating writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

(5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(a) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(b) located elsewhere in the City or its vicinity that would be frequented by tourists and convention delegates; and

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

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

(1) travel for a person to attend an event or conduct an activity, the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner; or

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

(D) GCACI shall provide a written report to the City Council, through the City Manager no less than quarterly each City fiscal year listing the expenditures made by the GCACI with and or the hotel occupancy tax revenue provided to GCACI under this Agreement. Additionally, on an annual basis, GCACI shall send to the City Manager a written report showing the activities conducted under the GCACI program for the preceding year. The report shall also indicate cumulative expenses and revenues for the preceding year. Financial reports shall show the relationship of actual expenses to the authorized budgeted expenses shown in the budget.

(E) In addition to making, submitting, and filing the report in the manner described above, GCACI, if requested by the City shall make an oral presentation of such report at a regular City Council meeting. Minutes and financial reports shall be sent to the City Manager and City's Internal Audit Department after each quarterly meeting.

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

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

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

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

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

Section 5. Responsibility for Funds; Audit of the GCACI.

(A) GCACI acknowledges that the approval by the City Council of the annual budget of the GCACI for the functions and activities to be undertaken by GCACI pursuant to this

Agreement creates a fiduciary duty in the GCACI with respect to the revenue provided by the hotel occupancy taxes that are made available to GCACI under this Agreement.

(B) GCACI shall maintain complete and accurate financial records of all expenditures of revenues provided to GCACI by the City under this Agreement. GCACI shall make all such books and records fully, completely and promptly available to the City through which an operational audit of all funds and activities of the Program may be made by the Internal Auditor of the City.

Section 6. Prohibition on Discrimination. GCACI shall not discriminate against any person in the development, operation or administration of any aspect of the Program on the basis of race, creed, sex, national origin or handicapped status.

Section 7. Termination. Either party may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty-days prior to the date of termination. Upon the termination of this contract, either due to the expiration of the stated term hereof or due to the exercises by either party of the above described right of termination, any balance of funds in the account established for the GCACI program, as well as any equipment or other party which has been purchased from those accounts or transferred from the City shall belong to and be returned to the City. This provision shall not prevent the City and the GCACI from agreeing to use any such fund balance for the continuation of the GCACI program in the event the parties enter into another subsequent contract. The City shall not be responsible for any obligations made outside the contract period.

Section 8. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by a courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver. Either City or GCACI shall have the right to waive any requirement contained in this Agreement, which intended for the waiving party's benefit, but except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waive of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the contest otherwise requires.

Section 16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 17. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 18. Computation of Deadlines. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 19. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

Section 20. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this

Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 21. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 22. No Waiver of Immunity or Defense. No party, by execution of this Agreement, waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

EXECUTED on the dates indicated below but deemed to be effective as of the ________ day of ________________________________, 2017.

GARLAND CULTURAL ARTS COMMISSION, INC.

____

DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

____

Bryan Bradford, City Manager

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.d.**

Meeting Date: November 6, 2017

Item Title: Development Agreement with Skorburg Retail Corporation for Hidden Oaks Subdivision

Submitted By: Michael Polocek, Engineering Director

Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs
Safe, Family-Friendly Neighborhoods

ISSUE

Consider approving a Development Agreement with Skorburg Retail Corporation for the development of a certain 12.77 acre tract of land located east of Lavon Dr. (State Hwy. 78) between Foster Road and Crist Road, pursuant to Planned Development Ordinance No. 6916 for the proposed Hidden Oaks Subdivision.

OPTIONS

1. Approve the Development Agreement;
2. Take no action

RECOMMENDATION

Approve Option 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 Regular Meeting.

BACKGROUND

On June 20, 2017, the City Council passed Ordinance No. 6916, approving a Planned Development District for single-family attached (townhouse) uses with alley waiver on a 12.77 acre tract of land, generally located east of Lavon Dr. (State Hwy. 78) between Foster Road and Crist Road. This development is defined by ninety (90) townhouse lots, two proposed internal public streets, and green/open-space with pedestrian amenities.

The Developer approached the City and requested to purchase a portion of Foster Road right-of-way to increase the number of developable lots in addition to create a more efficient overall lot layout of the proposed subdivision. The City and Developer negotiated the attached Development Agreement establishing commitments of both parties for a successful development.

The Developer agrees to purchase a portion of Foster Road for the fair market value of

$84,102.00 based on the City’s appraisal. The City agrees to abandon a portion of Foster Road to facilitate the proposed development. The abandonment would allow fifteen (15) buildable townhouse lots and a green/open space area. The Developer also agrees at their expense to relocate any and all utility facilities in Crist Road, the portion of Foster Road to be abandoned and within the subdivision necessary to accommodate the proposed development.

In the attached agreement, the Developer agrees to construct their half of Crist Road along the frontage limits of their development (approximately 1,800 linear feet) at their expense. When constructed, Crist Road will be complete to its ultimate cross section of a five lane undivided thoroughfare. The City agrees to reimburse $142,110.00 in roadway impact fees to the Developer upon completion and acceptance by the City for the portion of Crist Road constructed by the Developer. City also agrees to abandon certain drainage and utility easements that will no longer be required with the improvements to Crist Road and the subdivision.

CONSIDERATION

1. Council action is required to authorize the City Manager to execute the Development Agreement with Skorburg Retail Corporation.
2. The Development Agreement has been reviewed by the City Attorney’s Office.

Attachments

Skorburg Development Agreement

Proposed Hidden Oaks Subdivision Location Map

DEVELOPMENT AGREEMENT BETWEEN
SKORBURG RETAIL CORPORATION AND THE CITY OF GARLAND, TEXAS

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed effective as of ____________________, 2017, by and between SKORBURG RETAIL CORPORATION, a Texas corporation ("Developer") and the CITY OF GARLAND, TEXAS, a home-rule municipality ("City") (collectively, "Parties").

RECITALS:

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

WHEREAS, Developer or an affiliate is the prospective owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of 12.77 ± acres in the Thacker V. Griffin Survey, Abstract No. 528, City of Garland, Dallas County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, City is the owner of that certain public right-of-way, including existing public easements running along or within the right-of-way, generally located within the 2700-2900 blocks of Foster Road, City of Garland, Dallas County (the "ROW");

WHEREAS, the Property is the southeastern abutting property to the ROW;

WHEREAS, Developer has submitted a detailed plan for the development of 90 residential lots on the Property in the subdivision to be known as Hidden Oaks, as generally depicted in Exhibit B, attached hereto and incorporated herein for all purposes ("Development"), which for the enhancement and benefit of the Development necessitates (1) the abandonment by the City of the ROW and certain public easements, as more particularly described below and in Exhibit "C", attached hereto and incorporated herein by reference (collectively, "Easement Area") and (2) the construction and completion of certain public improvements by Developer, including but not limited to the relocation of utilities, upon, or along, Foster Road ("Foster Road Public Improvements") and Crist Road ("Crist Road Public Improvements") (collectively, "Public Improvements");

WHEREAS, Developer and the City now desire to enter into this Agreement for the purposes of Developer constructing certain public improvements and the City abandoning the ROW and the Easement Area, which are necessary for the completion of the Development in accordance with the detailed plan;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

A. Definitions.

1. "Abandonment Area" means the collective area of public property that is to be abandoned by the City, comprising of the ROW and Easement Area.

2. "Agreement" is defined in the recitals.

3. "Crist Road Public Improvements" is defined in the recitals.

4. "City" is defined in the recitals.

5. "City Requirements" mean ordinances, resolutions, rules, regulations, directives, and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Improvements, includes, but are not limited to, maintenance bonds.

6. "Developer" is defined in the recitals.

7. "Development" is defined in the recitals.

8. "Easement Area" is defined in the recitals.

9. "Foster Road Public Improvements" is defined in the recitals.

10. "Party" and "Parties" are defined in the introductory paragraph.

11. "Property" is defined in the recitals.

12. "Public Improvements" is defined in the recitals.

13. "ROW" is defined in the recitals, and more particularly described in attached Exhibit "F," which is incorporated herein by reference for all purposes.

B. Developer's Obligations.

1. **Abandonment of Right-of-way and Easement Area**. Parties acknowledge that the Development necessitates the partial abandonment of public right-of-way and public easements. Developer agrees to perform, or cause to be performed, the following:

a. **Foster Road.**

i. A written appraisal from a licensed appraiser, has been obtained that sufficiently establishes a fair market value of $84,102.00 ("Fair Market Value") for the ROW and all existing drainage and utility easements that must be relocated to construct the Foster Road Public Improvements.

ii. Developer shall secure a waiver and release from all adjoining property owners of the ROW, consenting to the portions of the ROW that are to be abandoned by the City in favor of the Developer. The releases shall incorporate legal descriptions and surveys of all abandonment areas that the adjoining property owner consents to being conveyed to the Developer.

iii. Developer shall secure written authorization from all utility companies that currently have utility facilities located within the ROW to relocate any facilities impacted by the Development, as well as secure written consent to the new facility location, in accordance with City Requirements. Further, Developer is solely responsible for all costs and expenses associated with any additional easements necessary for the relocation of existing utility facilities.

iv. **DEVELOPER CONVENANTS AND AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSE OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS OF ANY NATURE WHATSOEVER RELATED TO THE SALE OR CONVEYANCE OF THE "ROW" OR THE RELOCATION OF ANY UTILITIES.**

b. In exchange for the abandonment of the Easement Area, Developer will plat the Property and dedicate such public easements on the plat reasonably necessary to serve the Development.

c. Developer agrees to provide, at its sole cost and expense, the legal descriptions and exhibits for all conveyance instruments.

d. Developer agrees to accept all conveyances of abandoned public property, of whatever nature, as-is, where-is, without any warranty, express or implied, subject to:

i. Any and all visible and apparent easements and encroachments, whether of record or not;

ii. Any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Abandonment Area or any part thereof.

2. **Public Improvements**.

a. As a part of (i) its consideration to induce the City into abandoning the ROW and the Easement Area, (ii) benefiting and enhancing the Development, and (iii) paying its proportional share of the costs associated with the Development's burden and impact on public services, Developer agrees to construct and complete, or cause to be constructed and completed, at its sole cost and expense, the Foster Road Public Improvements, including but not limited to the relocation of any and all utility facilities, which are more particularly described and detailed in <u>Exhibit D</u>, attached hereto and incorporated herein by reference, and the Crist Road Public Improvements, including but not limited to the relocation of any and all utility facilities, which are more particularly described and detailed in <u>Exhibit E</u>, attached hereto and incorporated herein by reference.

b. Developer acknowledges that the City has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by City, become public property, are properly constructed and paid for in accordance with City Requirements.

c. Developer shall construct, or cause to be constructed, the Public Improvements in accordance with the detail plan, design and construction documents, and City Requirements.

d. Developer shall perform, or cause to be performed, all work on the Public Improvements in a good and workmanlike manner and to the reasonable satisfaction of the City. The Director of Engineering of the City shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the approved construction documents submitted to the City on behalf of the Developer and City Requirements.

e. Notwithstanding any provision contained herein to the contrary, City shall not be responsible for any costs or expenses that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Public Improvements that are to be constructed as a part of the Development or this Agreement.

f. Developer acknowledges and agrees that there is reasonable nexus between the impact of, and the demands created by, the Development and the Public Improvements, and that the costs associated with the construction and dedication of land for the Public Improvements is roughly proportionate to the benefits received and the burdens imposed by the Development. **DEVELOPER CONVENANTS AND AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSE OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS OF ANY NATURE WHATSOEVER CLAIMING THROUGH IT, THAT THE REQUIRED PUBLIC IMPROVEMENTS AND ASSOCIATED DEDICATION OF LAND ARE UNLAWFUL EXACTIONS.**

C. City's Obligations

1. The City agrees to convey the ROW to Developer, as-is where-is with no warranties, upon receiving full payment of the agreed upon Fair Market Value.

2. City agrees to convey all remaining Abandonment Area to Developer, as-is where-is with no warranties, upon (a) receiving full payment of the agreed upon Fair Market Value, (b) relocation of existing utilities, and (c) the Engineering Department of the City issuing a letter of acceptance, which shall not be unreasonably withheld, for the respective Public Improvements. The City shall issue the letter of acceptance once it determines that the Public Improvements (or portion thereof), including any necessary relocation of utilities, are sufficiently complete so that the public may safely and lawfully occupy or use the improvements or infrastructure.

3. **Impact Fees**. Developer acknowledges and agrees that it owes roadway impact fees in the amount of **$1,579.00** per dwelling unit. The Development consists of 90 residential lots for a total roadway impact fee of **$142,110.00**. As part of the consideration for entering into this Agreement, the City agrees to reimburse the **$142,110.00** owed by Developer for roadway impact fees upon substantial completion and acceptance of Crist Road Public Improvements by the City. Impact fees will be reimbursed by the City to the Developer within 30 days of receipt by the City of roadway impact fees for a dwelling unit within the Property.

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

E. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

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

G. Assignment. This Agreement may not otherwise be assigned by Developer without the City Manager's written consent which shall not be unreasonably withheld. This Agreement may be assigned by Developer without the consent of the City to an entity in which Richard M. Skorburg is an officer, member or partner.

H. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

I. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

J. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

K. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

L. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

M. Relationship of Parties; No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this

Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

N. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

1. A written notice (the "Notice of Dispute") substantially describing the nature of the dispute shall be delivered by the dissatisfied party (the "Dissatisfied Party") to the other party (the "Responding Party"), which Notice of Dispute shall request a written response (the "Response") which attempts to resolve the dispute; and

2. If the Responding Party fails to deliver the Response within ten (10) days after its receipt of the Notice of Dispute, either party may proceed to institute any lawsuit or proceeding arising from this Agreement. If the Responding Party timely delivers the Response to the Dissatisfied Party and the Response does not reasonably resolve the dispute in the opinion of the Dissatisfied Party, the Dissatisfied Party shall deliver written notice to that effect (the "Notice of Continuing Dispute") to the Responding Party. Within thirty (30) days after the Responding Party's receipt of the Notice of Continuing Dispute, an individual appointed by the Dissatisfied Party having authority over the activities of the Dissatisfied Party and an individual appointed by the Responding Party having authority over the activities of the Responding Party shall meet in person at a time and location mutually acceptable to the parties in an effort to resolve the dispute. In the event that the Dissatisfied Party and the Responding Party are unable to agree on the time and location of such meeting, or after such meeting a dispute remains, either party may proceed to institute any lawsuit or proceeding arising from this Agreement.

O. Authority. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the Garland City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

P. Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights that would otherwise be available to it by law except for Developer to enforce the terms of this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions. The Parties acknowledge that this Agreement is a contract for goods or services and subject to the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code.

Q. Survival. All indemnity provisions of this Agreement shall survive termination or expiration of this Agreement for a period of 3 years and one day.

R. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by the City Manager, or his designee, of the City of Garland.

S. Term. The term of this Agreement shall begin on the Effective Date and expire upon the date the City issues the final letter of acceptance for all completed Public Improvements and reimbursement of the roadway impact fees contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of _____________ , 2017.

THE CITY OF GARLAND, a Texas home-rule municipality

By:_________________________________
Name:_______________________________
Title:________________________________

SKORBURG RETAIL CORPORATION,
a Texas Corporation

By:_________________________________
Richard M. Skorburg, President

EXHIBIT ‘A’
PROPOSED HIDDEN OAKS SUBDIVISION

BEING, a tract of land situated in the Thacker V. Griffin Survey, Abstract No. 528, in the City of Garland, Dallas County, Texas, being part of a 15.501 acre tract, as described in Vol. 2001229 Pg. 10037. in the Deed Records of the Official Public Records, Dallas County, Texas, being more particularly described as follows:

BEGINNING, at an “X” cut found at the most westerly northwest corner of Whispering Oaks, an addition to the City of Garland, Texas, as described in Vol. 2002131, Pg. 00071, in the Plat Records of Dallas County, Texas, same being the southwest corner of said 15.501 acre tract;

THENCE, North 08°27’48” East, along the west line of said 15.501 acre tract, for a distance of 31.86 feet, to a 5/8 inch iron rod found at the southeast corner of Lot 1 Block A of Walgreens-Crist Addition, an addition to the City of Garland, as described in Vol. 97102, Pg. 02450 in said Plat Records;

THENCE, North 14°17’59” East, continuing along the west line of said 15.501 and the east line of said Lot 1 Block A of Walgreens-Crist Addition, at 169.49, passing a 5/8 inch iron rod found at the northeast corner of said Lot 1 Block A of Walgreens-Crist Addition and being an ell corner of said 15.501 acre tract and continuing for a total distance of 797.47 feet, to a ½ inch iron rod set in the north line of said 15.501 acre tract, being in the south line of Foster Road (Variable R.O.W.);

THENCE, North 44°29’06” East, along the south line of said Foster Road and the north line of said 15.501 acre tract, for a distance of 718.57 feet, to a PK nail set at the northeast corner of said 15.501 acre tract being in the west line of said Whispering Oaks, being on a curve to the left, having a radius of 425.00 feet, a central angle of 24°17’00”, and a tangent of 91.44 feet;

THENCE, along the east line of said 15.501 acre tract and the west line of said Whispering Oaks and with said curve to the left for an arc distance of 180.13 feet (Chord Bearing South 10°51’10” West – 178.78 feet), to a ½ inch iron rod set at the point of tangency;

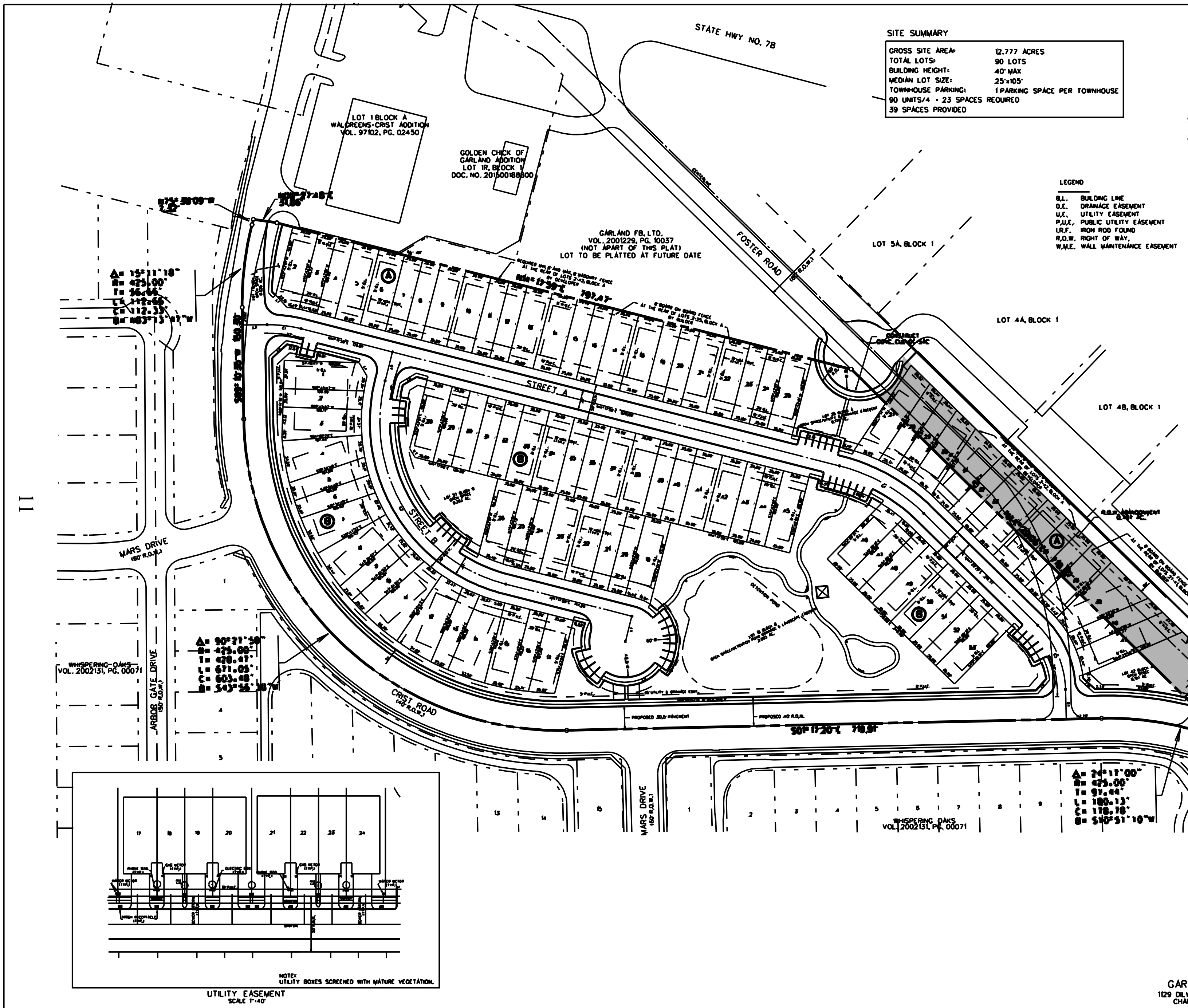
THENCE, South 01°17’20” East, continuing along said west and east lines, for a distance of 719.91 feet, to a ½ inch iron rod set at the point of curvature of a curve to the right, having a radius of 425.00 feet, a central angle of 90°27’58”, and a tangent of 428.47 feet;

THENCE, continuing along said lines and with said curve to the right for an arc distance of 671.05 feet (Chord Bearing South 43°56’38” West – 603.48 feet), to an “X” cut found at the point of tangency;

THENCE, South 89°10’35” West, continuing along said lines, for a distance of 150.30 feet, to an “X” cut found at the point of curvature of a curve to the right, having a radius of 425.00 feet, a central angle of 15°11’18”, and a tangent of 56.66 feet;

THENCE, continuing along said lines and with said curve to the right, for an arc distance of 112.66 feet (Chord North 83°13’47” West – 112.33 feet), to an “X” cut found at the point of tangency;

THENCE, North 75°38’09” West, continuing along said lines, for a distance of 7.32 feet, to the POINT OF BEGINNING and containing 12.777 acres of land.



SITE SUMMARY

GROSS SITE AREA:	12.777 ACRES
TOTAL LOTS:	90 LOTS
BUILDING HEIGHT:	40' MAX
MEDIAN LOT SIZE:	25'x105'
TOWNHOUSE PARKING:	1 PARKING SPACE PER TOWNHOUSE
90 UNITS/4 = 23 SPACES REQUIRED	
39 SPACES PROVIDED	

0 30 60 120
SCALE: 1" = 60'

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	15°07'24"	175.00'	46.19'	23.23'	46.06'	N06°44'17"E
2.	90°00'00"	225.00'	353.43'	225.00'	318.20'	N59°17'59"E
3.	80°24'20"	60.00'	292.79'	----'	77.46'	N25°54'12"W
4.	30°11'30"	250.00'	131.74'	67.44'	130.22'	N29°23'44"E
5.	44°13'11"	125.00'	96.47'	50.78'	94.10'	N66°36'04"E

LEGEND

B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
I.R.F.	IRON ROD FOUND
R.O.W.	RIGHT OF WAY,
W.M.E.	WALL MAINTENANCE EASEMENT

LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	S 47°19'50" W	29.10'
2.	N 00°49'25" W	33.22'
3.	S 42°26'25" E	26.75'
4.	N 59°17'59" E	21.21'
5.	S 75°42'01" E	40.00'
6.	S 30°42'01" E	21.21'
7.	S 75°42'01" E	35.00'
8.	S 48°32'00" E	20.43'
9.	S 88°42'40" W	40.00'
10.	S 42°18'38" W	21.75'
11.	S 59°17'59" W	14.14'

NOTES:

Proposed paved parking in right of way shall be maintained by the HOA.

Crist Road shall be improved by the developer per the existing executed developer's agreement to the full standard city street cross section. One-half of the road improvements for Foster Road adjacent to the property, not to exceed the developer's proportional share, shall be improved by the developer per the standard city street cross sections.

The 10' between buildings will be maintained by the HOA.

The minimum distance between rear facades of residential structures is 30'.

The minimum 75 percent of a side facade of attached units functioning as common (shared) wall.

The abandonment and purchase of ROW is subject to approval of the City Council. If approved, the property owner northwest of the centerline of Foster R.O.W. abandonment has the right to purchase their half of the abandoned R.O.W. For this Detail Plan to work, the Hidden Oaks Developer will have to purchase the necessary portion from said property owner or purchase from the City of the said property owner declines to purchase the abandoned portion from the City.

The Foster Road R.O.W. will have to be abandoned as shown for this Detail Plan to Work. It is expressly understood that the abandonment approval for Foster Road would also require a real estate appraisal of the proposed abandonment area, consideration for the proposed abandonment, relocation of existing utilities (water, sewer, overhead electric, etc.) dedication of utility easements and possibly other requirement. Furthermore, there are other requirements outlined in the required Abandonment Application and there may also be other requirements not listed or contemplated herein.

EXHIBIT 'B'
PROJECT #161129-3
GARLAND FB, LP.
DETAIL PLAN
OF
HIDDEN OAKS
SITUATED IN THE
THACKER V. GRIFFIN SURVEY ABSTRACT NO. 528
IN THE
CITY OF GARLAND
DALLAS COUNTY, TEXAS
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
APPLICANT
SKORBURG COMPANY
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
FEBRUARY 2017 SCALE 1" = 60'

OWNER
GARLAND FB, LP.
1129 DILWORTH CRESCENT ROW
CHARLOTTE, NC 28203

EXHIBIT "C"

1. Terms, conditions, provisions, and easements as contained in Non-Exclusive Easement and Right of Way Agreement executed by and between Fred Bruner and City of Garland, Texas, dated June 13, 1995, filed July 6, 1995, and recorded in Volume 95130, Page 4791 of the Deed Records of Dallas County, Texas.

2. Easement granted to City of Garland, Texas, dated March 12, 2002, filed April 2, 2002, executed by Fred Bruner, recorded in Volume 2002064, Page 6510, Deed Records, Dallas County, Texas.

3. Easement granted to City of Garland, Texas, dated March 12, 2002, filed April 2, 2002, executed by Fred Bruner, recorded in Volume 2002064, Page 6517, Deed Records, Dallas County, Texas.

4. Easement granted to City of Garland, Texas, dated March 12, 2002, filed April 2, 2002, executed by Fred Bruner, recorded in Volume 2002064, Page 6524, Deed Records, Dallas County, Texas.

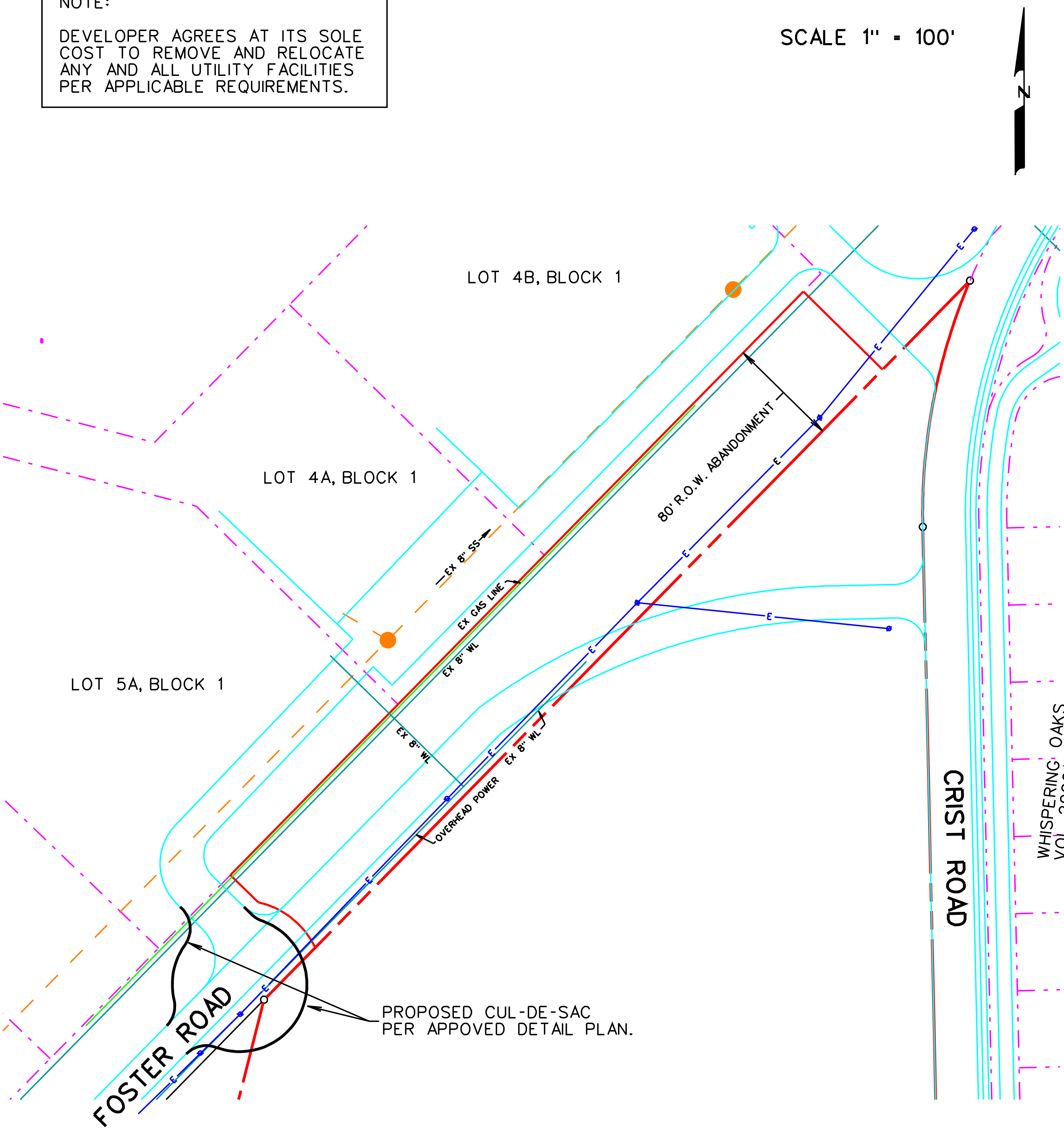
5. Easement granted to City of Garland, Texas, dated March 7, 2002, filed April 2, 2002, executed by Fred Bruner, recorded in Volume 2002064, Page 6531, Deed Records, Dallas County, Texas.

6. Easement granted to City of Garland, Texas, dated March 7, 2002, filed April 2, 2002, executed by Fred Bruner, recorded in Volume 2002064, Page 6536, Deed Records, Dallas County, Texas.

7. Easement granted to City of Garland, Texas, dated March 7, 2002, filed April 2, 2002, executed by Fred Bruner, recorded in Volume 2002064, Page 6541, Deed Records, Dallas County, Texas.

NOTE:

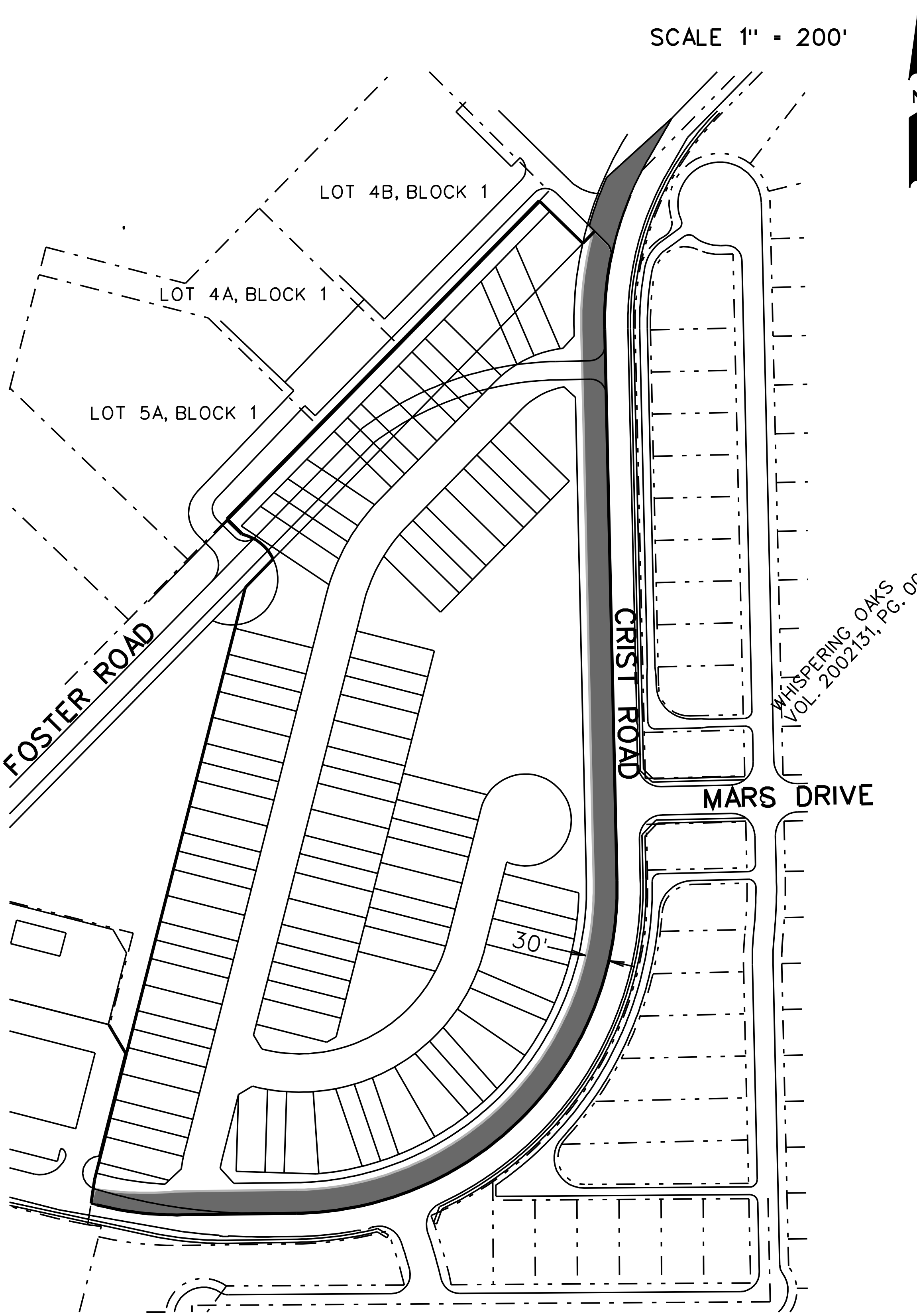
DEVELOPER AGREES AT ITS SOLE COST TO REMOVE AND RELOCATE ANY AND ALL UTILITY FACILITIES PER APPLICABLE REQUIREMENTS.



CORWIN ENGINEERING, INC.
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200

EXHIBIT 'D'
FOSTER ROAD

HIDDEN OAKS
CITY OF GARLAND
DALLAS COUNTY, TEXAS



- 1800' LF OF PAVEMENT

EXHIBIT 'A' - CRIST ROAD
PAVEMENT IMPROVEMENT

HIDDEN OAKS
CITY OF GARLAND
DALLAS COUNTY, TEXAS

CORWIN ENGINEERING, INC.
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200

EXHIBIT 'F'
Abandonment of a Portion of
Foster Road Right-Of-Way

BEING a tract of land situated in the Thacker V. Griffin Survey, Abstract No. 528 and being a portion of Foster Road (formerly Crist Road, an 80' R.O.W.), in the City of Garland, Dallas County, Texas, in the Deed Records of the Official Public Records, Dallas County, Texas, being more particularly described as follows:

COMMENCING, at an PK Nail found at the most northerly corner of said 12.777 acre tract and being in the westerly line of Whispering Oaks, an addition to the City of Garland, Texas, as described in Volume 2002131, Page 00071, in the Official Public Records of Dallas County, Texas, and being in the southeast right-of-way line of Foster Road (formerly Crist Road, an 80' R.O.W.);

THENCE, South 44°29'06" West, along the northwest line of said 12.777 acre tract, 88.92 feet to the POINT OF BEGINNING;

THENCE, South 44°29'06" West, continuing along said northwest line for a distance of 577.53 feet, to point for corner, being on a non-tangent curve to the left, having a radius of 60.00 feet, a central angle of 51°21'04", and a tangent of 28.84 feet;

THENCE, departing said northwest line and with said curve to the left for an arc distance of 53.77 feet (Chord Bearing North 51°34'05" West – 51.99 feet) to point for corner;

THENCE, North 45°30'54" West, for a distance of 27.67 feet to point for corner in the southeast line of Crist 78 Addition, an addition to the City of Garland, Texas, as described in Volume 86010, Page 0706, in said Official Public Records, and also being in the northwest line of Foster Road (formerly Crist Road, an 80' R.O.W.);

THENCE, North 44°29'00" East, along said southeast line of Crist 78 addition and northwest line of Foster Road, for a distance of 583.02 feet to point for corner;

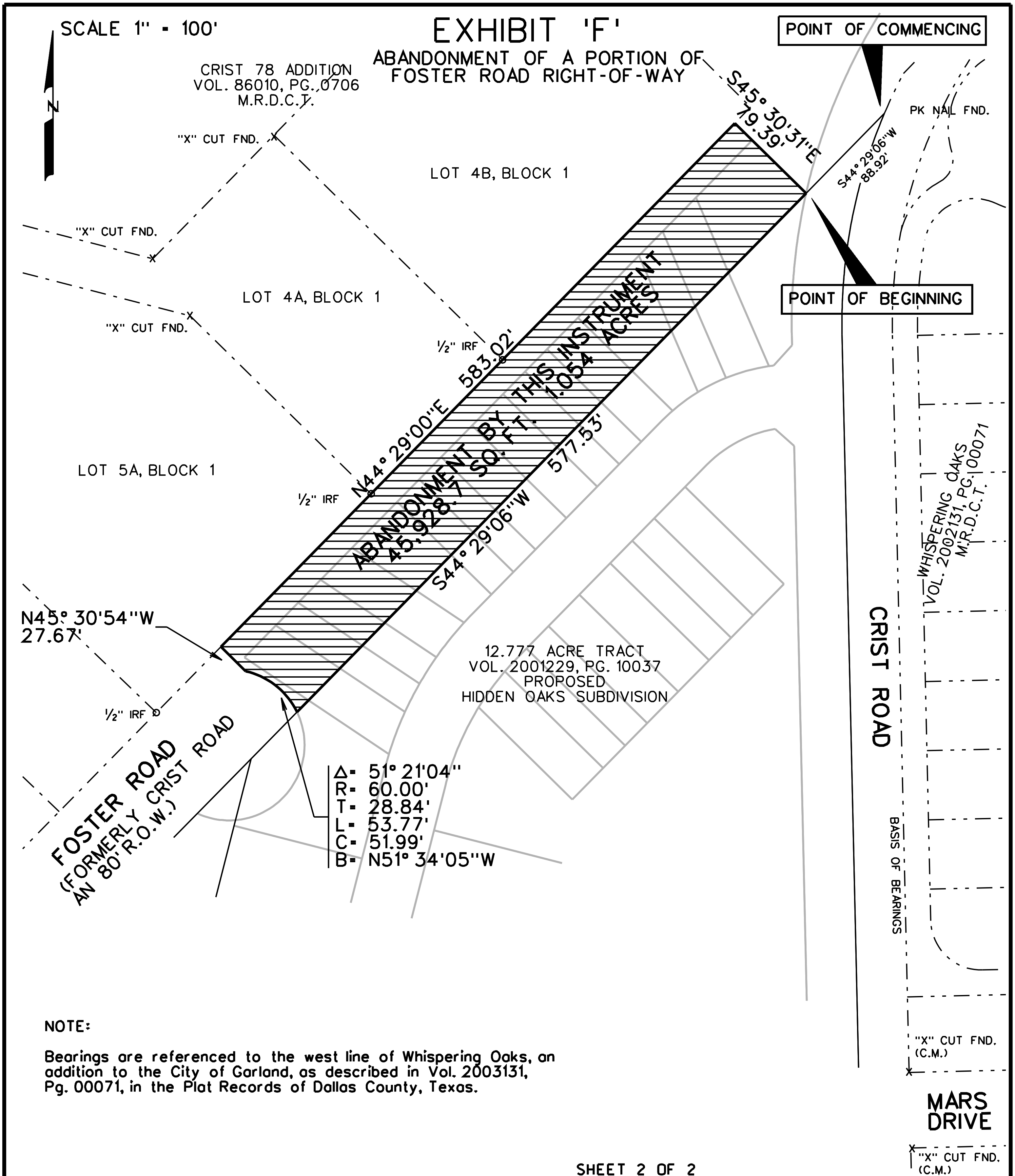
THENCE, South 45°30'31" East, departing said southeast line of Crist 78 Addition and northwest line of Foster Road for a distance of 79.39 feet to the POINT OF BEGINNING and containing 1.054 acres or 45,928.7 square feet of land.

Basis of Bearings:
Bearings are referenced to the west line of Whispering Oaks, an addition to the City of Garland, as described in Volume 2003131, Page 00071, in the Plat Records of Dallas County, Texas.

Sheet 1 of 2

EXHIBIT 'F'

ABANDONMENT OF A PORTION OF FOSTER ROAD RIGHT-OF-WAY



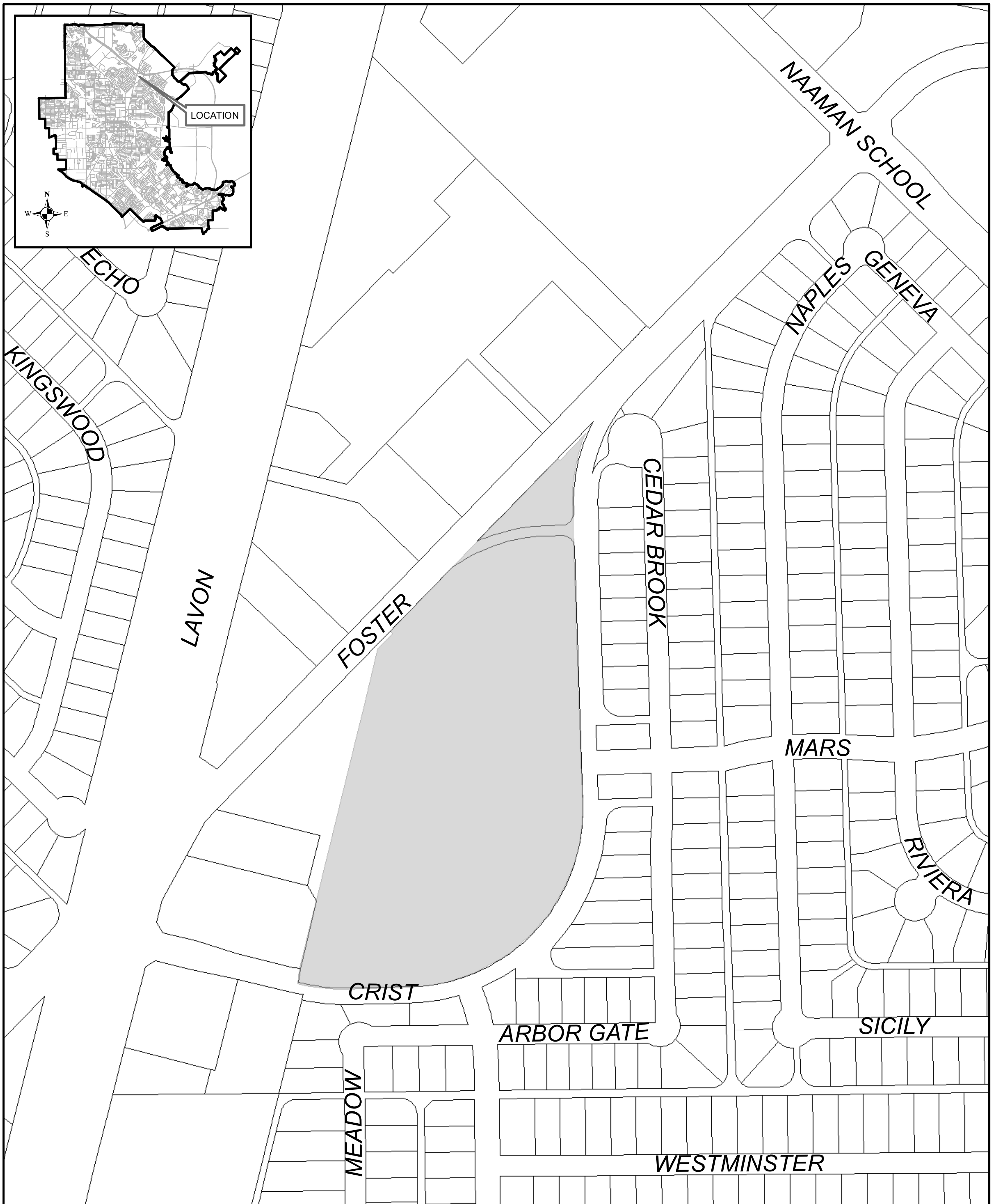
NOTE:

Bearings are referenced to the west line of Whispering Oaks, an addition to the City of Garland, as described in Vol. 2003131, Pg. 00071, in the Plat Records of Dallas County, Texas.

SHEET 2 OF 2

HIDDEN OAKS (proposed subdivision)
THACKER V. GRIFFEN SURVEY, ABSTRACT NO. 528
CITY OF GARLAND
DALLAS COUNTY, TEXAS

CORWIN ENGINEERING, INC.
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
TBPL= 10031700



GARLAND
ENGINEERING

PROPOSED HIDDEN OAKS
SUBDIVISION

Scale: NTS	SHEET 1 OF 1
File: CristRdEasements.mxd	
Date: 10/27/2017	
Drawn: JW	

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.e.**

Meeting Date: November 6, 2017

Item Title: Development Agreement with First Texas Homes, Inc. for the Oates Road Extension

Submitted By: Michael Polocek, Engineering Director

Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs
Safe, Family-Friendly Neighborhoods

ISSUE

Consider approving a Development Agreement with First Texas Homes, Inc. for the construction of the extension of Oates Road.

OPTIONS

1. Approve the Development Agreement.
2. Take no action.

RECOMMENDATION

Approve Option 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 21, 2017 Regular Meeting.

BACKGROUND

In November of 2004 as part of the construction of the Emerald Lake Phase 2 subdivision, the City of Garland entered into a Development Agreement with Mady Corporation. Mady Corporation agreed to provide city infrastructure above and beyond the normal development requirements and conveyed, at no cost to the City, a parcel of land for use as a Sanitary Sewer Lift Station. In return, the City agreed that a portion of Oates Road would not be constructed at the time by the developer, however they did dedicate the necessary right-of-way. The City also agreed it would construct the remaining section of Oates Road from Channel Isles Drive to the limits of the subdivision at the time the adjacent property developed.

First Texas Homes, Inc. (FTHI) is now developing Heron’s Bay Estates No. 3 adjacent to Emerald Lakes Phase 2 subdivision. The City requested a Development Agreement with FTHI where they would construct the extension of Oates Road and the City will reimburse them for its portion. Having FTHI construct Oates Road will also allow better continuity of street grades at the connection to their proposed subdivision. The completion of Oates Road will greatly improve the traffic flow in and out of the adjacent subdivisions.

The attached development agreement has been negotiated with FTHI. They provided an engineer's opinion of probable cost (OPC) to construct the City's section of Oates Road totaling $356,362.00 including paving, surveying, design and materials testing. The Engineering Department reviewed and agrees with the quantities and unit prices shown in the engineer's OPC. Funding for the roadway was included in the 2017 CIP in anticipation of the Heron's Bay Estates No. 3 development.

FTHI is relocating existing utilities in the area to conform to their subdivision layout. This results in a parcel of 263 square feet of exiting Utility Easement that is no longer required by the City. The Development Agreement also includes the City's commitment to eventually abandon its interest in the portion of utility easement after the utilities are relocated.

CONSIDERATION

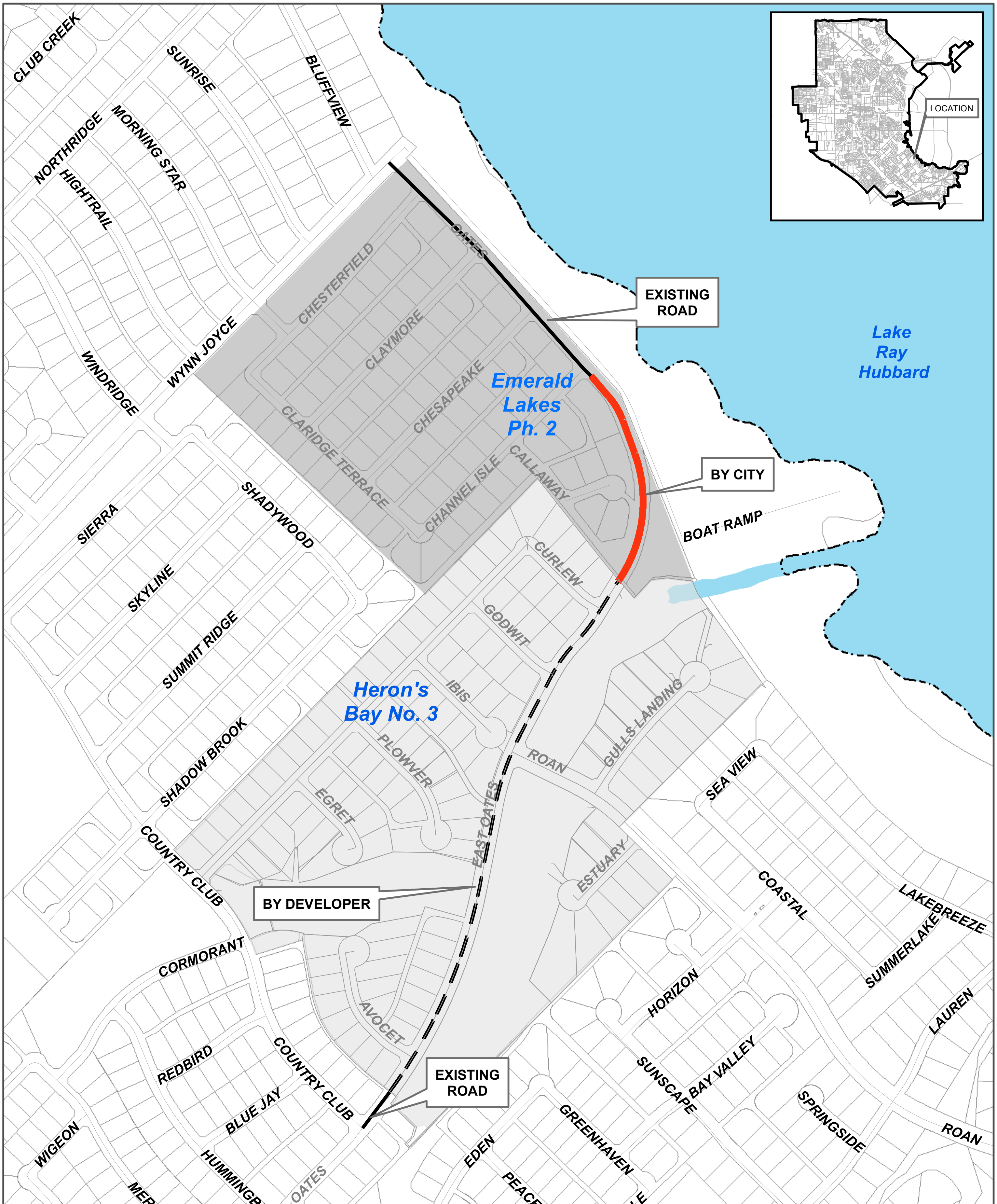
1. Council action is required to authorize the City Manager to execute the Development Agreement with First Texas Homes, Inc.
2. The Development Agreement has been reviewed by the City Attorney's Office.

Attachments

Heron's Bay Location Map

Development Agreement Heron's Bay Estates No. 3

Engineer's Opinion of Probable Cost



GARLAND ENGINEERING

HERON'S BAY ESTATES NO. 3 ADDITION

Scale: NTS

File: HeronsBay.mxd

Date: 10/31/2017

Drawn: JW

Sheet 1 of 1

Not to Scale

DEVELOPMENT AGREEMENT BETWEEN
FIRST TEXAS HOMES, INC. AND THE CITY OF GARLAND, TEXAS

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF GARLAND, TEXAS, a home-rule municipality ("Garland"), and FIRST TEXAS HOMES, INC., a Texas corporation ("Developer"). Garland and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer is the sole owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of 63.380± acres in the John Little Survey, Abstract No. 761, City of Garland, Dallas County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Developer has submitted a preliminary plat for the development of 124 residential lots and 8 homeowners association lots on the Property in the subdivision known as Heron's Bay Estates No. 3, as depicted in Exhibit B, attached hereto and incorporated herein for all purposes ("Residential Development"); and

WHEREAS, Developer acknowledges that the Residential Development, as well as future property owners therein, will benefit from improvements to and along portions of Oates Road that are adjacent and contiguous to the Residential Development, including the design and construction of approximately 855 linear feet of Oates Road and all necessary appurtenances thereto in conformance with applicable city ordinances, rules, regulations and policies, and as generally depicted in Exhibit C, attached hereto and incorporated herein for all purposes ("Oates Road Improvements"), and

WHEREAS, it would not be practical or financially prudent due to scheduling, construction coordination, and economy of scale factors, for the City to construct the Oates Road Improvements at a later date, separate and apart from the construction of the Residential Development.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Garland and Developer agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Garland and the authorized representative of Developer.

2. **Design and Construction of the Oates Road Improvements,**

(a) Developer shall design and construct Oates Road Improvements. Developer represents and warrants that the estimated costs of the Oates Road Improvements are **$356,362.00** ("Estimated Oates Road Improvement Costs"), as more particularly described in the estimated cost analysis set forth in Exhibit D, attached hereto and incorporated herein for all purposes ("Estimated Cost Analysis"). Developer shall ensure that the Oates Road Improvements are built in substantial accordance with the Approved Plans, as defined below, and comply with applicable city codes, ordinances, rules, regulations, and policies.

(b) As a condition of Garland's issuance of any site permits for the Property, Developer shall submit to Garland the designs, plans and specifications for the Oates Road Improvements in compliance with this Agreement and applicable requirements of the Americans with Disabilities Act, the Texas Accessibility Standards and all Construction Requirements, as each exists at the time Developer submits such design, plans and specifications (collectively, "Plans"). The general depictions of the Oates Road Improvements, attached as Exhibit C, respectively, are for general informational purposes only, and the Approved Plans (hereinafter defined) are not required to be strictly bound by the same. Upon Developer's submission of the Plans, the Plans shall be approved by the city, in writing, upon city staff determining that the Plans meet all of the requirements set forth in the Technical Standards Manual, applicable city codes, ordinances, rules, regulations, and policies (collectively, "Approved Plans"). Garland shall not unreasonably withhold approval and shall use reasonable efforts to review the Plans in a timely manner and shall work with Developer in good faith to finalize the Approved Plans.

(c) The Oates Road Improvements shall be completed and conveyed to Garland after final acceptance, as provided herein, and in accordance with the Approved Plans and any and all ordinances, rules, regulations and requirements ("Garland's Final Acceptance"). Developer shall complete Oates Road Improvements and obtain Garland's Final Acceptance. Garland shall not unreasonably withhold approval and shall use reasonable efforts to review the Plans in a timely manner and shall work with Developer in good faith to finalize the Approved Plans. The City shall release up to 25% of residential lots for building permits prior to Garland's Final Acceptance upon completion of all work items and the submission of required final acceptance documentation including, but not limited to a filed plat, maintenance bond, record drawings and inspection fees as well as stabilization of all disturbed areas in accordance with the City's general permit for storm water discharge on construction sites and the storm water pollution prevention plan. Acceptable stabilization may include erosion matting or hydromulch seeding over 100% of the disturbed area. Garland's Final Acceptance shall occur only after grass is established at 70% density over 100% of the disturbed area due to construction.

(d) Prior to commencing any construction of the Oates Road Improvements, Developer shall include provisions substantially in the form and substance below in each contract with any person or entity hired by Developer to construct all or any portion of the Oates Road Improvements:

> (i) All warranties provided to Developer or its contractors or agents shall inure to the benefit of the City of Garland, Texas for all purposes.

(ii) **CONTRACTOR SHALL, FOR A PERIOD OF TWO (2) YEARS FOLLOWING THE CITY OF GARLAND'S FINAL ACCEPTANCE OF THE OATES ROAD IMPROVEMENTS, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY OF GARLAND FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE) AND OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THE INDEMNITY), ARISING OUT OF, RELATED TO OR RESULTING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY WORK PERFORMED BY CONTRACTOR ON THE OATES ROAD IMPROVEMENTS, WHETHER SUCH ACTIONS OR OMISSIONS WERE INTENTIONAL OR UNINTENTIONAL, AND THAT THE INDEMNITY PROVIDED HEREIN IS NOT INTENDED TO AND SHALL NOT, IN ANY WAY, CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**"

(iii) Contractor shall provide Garland with a maintenance bond pursuant to applicable provisions of the Garland Development Code and all other applicable final acceptance documents as further described in the Garland Development Code and the Technical Standards Manual.

(e) The parties agree that upon Garland's Final Acceptance of the Oates Road Improvements, the improvements shall become the sole property of Garland and Garland shall pay for maintenance of same, subject to the terms and conditions of this Agreement and any maintenance bonds.

(f) As a condition to Developer receiving reimbursement as described in below Section 3, Developer shall tender to Garland evidence, in a form acceptable to Garland, that all of the design and/or construction costs, as applicable, of the Oates Road Improvements, respectively, have been incurred and paid by Developer, including but not limited to, submitting affidavits of payment as to debts and liens, and any other evidence reasonably required by Garland ("Evidence of Payments").

3. **Construction Costs and Reimbursement.** Provided Developer constructs, and the City accepts the Oates Road Improvements, Developer shall be reimbursed for the costs as described in this Agreement for the construction associated with the Oates Road Improvements. The term "construction costs" shall mean the actual costs of constructing the Oates Road Improvements, including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs, and geotechnical material testing costs associated with the Roadway Projects. The current estimated construction costs for the planned Oates Road Improvements is $356,362.00. The Developer shall submit a request for reimbursement to the Director of Engineering for review and written approval, which review and approval shall not be unreasonably withheld, conditioned or delayed. The City shall pay to Developer any properly requested reimbursement for work completed and accepted within thirty days of approval of the construction costs.

4. **Default**.

(a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Garland sends written notice of such failure to Developer, then Garland shall have the following remedies, in addition to any other rights and remedies available at law or equity:

(i) Garland may refuse to accept any portion of any public improvements on the Property or associated with the development of the Property, including but not limited to, any of the Oates Road Improvements until such time as the Oates Road Improvements are completed.

(ii) Garland may refuse to issue a Certificate of Occupancy for the Property until such time as the Oates Road Improvements are completed; and/or

(iii) Garland may seek specific enforcement of this Agreement.

(b) If Garland fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Garland receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement or any other remedies at law or equity.

5. **Limitation of Liability**. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Garland shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in this Agreement.

6. **[Intentionally Left Blank].**

7. **Limitations of Agreement**. The parties acknowledge that this Agreement does not waive or limit any of the obligations of Developer to Garland under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Garland, addressed to:
City of Garland
Attention: Bryan Bradford, City Manager

200 N. Fifth Street
Garland, Texas 75040
Telephone: (972) 205-2465
Email: admin@garlandtx.gov

If to Developer, addressed to:

First Texas Homes, Inc.
Attention: Keith Hardesty
500 Crescent Court, Suite 350
Dallas, Texas 75201
Telephone: 214-613-3338
Email: khardesty@firsttexashomes.com

9. **Indemnity.**

(a) **DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS GARLAND FROM AND AGAINST ALL ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL, PUNITIVE OR SPECULATIVE DAMAGES), INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL WRONGFUL ACT OR OMISSION OF DEVELOPER IN ITS PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GARLAND BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND GARLAND AGAINST ALL SUCH CLAIMS.**

(b) IN ITS REASONABLE DISCRETION, GARLAND SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GARLAND, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GARLAND IN WRITING. GARLAND RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GARLAND IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GARLAND IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND GARLAND OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY GARLAND PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN GARLAND-APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF GARLAND'S WRITTEN NOTICE THAT GARLAND IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GARLAND SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY GARLAND.

(C) THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS AND ONE (1) DAY AFTER WHICH THEY SHALL TERMINATE AND EXPIRE.

10. ACKNOWLEDGEMENT OF GARLAND'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS; DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;

(C) NUISANCE; OR

(D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST GARLAND FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS GARLAND FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES,

REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS <u>SECTION 10</u>.

(b) **DEVELOPER RELEASES GARLAND FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST GARLAND FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(d) **THIS <u>SECTION 10</u> SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS AND ONE (1) DAY AFTER WHICH THEY SHALL TERMINATE AND EXPIRE.**

11. **<u>Vested Rights/Chapter 245 Waiver</u>**. The parties shall be subject to all ordinances of Garland, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Garland with fair notice of any project of Developer. **<u>DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS PARAGRAPH 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT</u>.**

12. **<u>SENATE BILL 18 WAIVER</u>. <u>AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES GARLAND FROM AND AGAINST, AND WAIVES ANY ALL RIGHTS TO, CLAIM ANY RELIEF UNDER SENATE BILL 18, AS ADOPTED BY THE 82ND TEXAS LEGISLATIVE SESSION</u>.**

13. **<u>Attorney's Fees</u>**. If either Party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Garland, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

14. **<u>Warranties/Representations</u>**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

15. **<u>Entire Agreement</u>**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

16. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable Dallas County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Dallas County, Texas.

17. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

19. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). The parties agree that the performance of the parties under this Agreement is authorized by Section 212.072 of the Texas Local Government Code.

20. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

21. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

22. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

23. **Assignment/Binding Effect**.

(a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be reasonably approved in writing by Garland;

(ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Garland, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, and electronic mail address of the assignee;

(iii) Developer will file any approved, executed Assignment in the Real Property Records of Dallas County, Texas; and

(iv) Developer shall provide Garland with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Garland receives said file-marked copy of the Assignment as provided herein, Garland shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Garland and Developer.

24. **Indemnification**. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.

25. **Construction and Bond Requirements**. All construction described herein shall be subject to and in compliance with all ordinances, rules, regulations and requirements of Garland, as they exist, may be amended or in the future arising (collectively, "Regulations"), including, but not limited to, all Regulations applicable to Garland's Final Acceptance, and evidence of any bonds required by Section 212.073 of the Texas Local Government Code, as amended, other applicable law or this Agreement shall be provided by Developer to Garland (collectively, "Construction Requirements")

26. **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

27. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Garland has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

28. **Reference to Developer**. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors,

grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

29. **Reference to Garland**. When referring to "Garland" herein, this Agreement shall refer to and be binding upon Garland and Garland's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Garland is legally responsible.

30. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

31. **Abandonment of Utility Easement**. The City agrees to grant, abandon and convey unto Developer, by separate instruments, its interests in certain utility easements, in the substance and forms attached as Exhibit E and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF GARLAND, TEXAS,
a home-rule municipality

By: ______________________________
______________, City Manager
Date: ______________________________

FIRST TEXAS HOMES, INC.,
a Texas corporation

By: ______________________________
Keith Hardesty, Division President
Date: ______________________________

Approved as to legal form:

____
Brian C. England, Deputy City Attorney

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

WHEREAS, First Texas Homes, Inc. is the owner of a parcel of land located in the City of Garland, Dallas County, Texas, a part of the John Little Survey, Abstract No. 761, and being all of that called 63.380 acre parcel of land described in special warranty deed to First Texas Home, Inc. as recorded in Document Number 201700017307, Official Public Records of Dallas County, Texas, and being a part of a called 27.912 acre parcel of land described in special warranty deed to First Texas Home, Inc. as recorded in Document Number 201400065391, Official Public Records of Dallas County, Texas, and also being all of Lot 32, Block 15, Heron's Bay Estates No. 2 Addition, an addition to the City of Garland, as recorded in Document Number 201600013257, Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a one-half inch iron rod found with yellow cap stamped "JBI" found for corner at the south corner of said 63.380 acre tract, said point being the east corner of said Heron's Bay Estates No. 2 Addition, said point also being in the northwest line of Lot 26, Block 2, The Shores of Eastern Hills No. 5, an addition to the City of Garland, as recorded in Volume 2002173, Page 46, Official Public Records of Dallas County, Texas;

THENCE along the southwest line of said 63.380 acre tract and along the northeast line of said Heron's Bay Estates No. 2 Addition as follows:

North 43 degrees 51 minutes 53 seconds West, 20.00 feet to an "X" cut in concrete found for corner;

North 46 degrees 09 minutes 04 seconds East, 37.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner

North 17 degrees 47 minutes 33 seconds East, 39.70 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 43 degrees 51 minutes 53 seconds West, 129.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 34.09 feet along a curve to the left having a central angle of 00 degrees 57 minutes 44 seconds, a radius of 2030.00 feet, a tangent of 17.05 feet, and whose chord bears North 38 degrees 11 minutes 47 seconds East, 34.09 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 50 degrees 18 minutes 22 seconds West, 134.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 57.88 feet along a curve to the right having a central angle of 06 degrees 46 minutes 03 seconds, a radius of 490.00 feet, a tangent of 28.97 feet, and whose chord bears North 47 degrees 14 minutes 54 seconds West, 57.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 43 degrees 51 minutes 53 seconds West, 87.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 250.55 feet along a curve to the right having a central angle of 35 degrees 26 minutes 45 seconds, a radius of 405.00 feet, a tangent of 129.43 feet, and whose chord bears

North 26 degrees 08 minutes 30 seconds West, 246.57 feet to a one-half inch rod with yellow cap stamped "JBI" found for corner;

North 08 degrees 25 minutes 08 seconds West, 212.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 12 degrees 36 minutes 08 seconds East, 22.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 21.55 feet along a curve to the right having a central angle of 03 degrees 01 minutes 47 seconds, a radius of 407.50 feet, a tangent of 10.78 feet, and whose chord bears North 75 degrees 52 minutes 59 seconds West, 21.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, at 98.49 feet along a curve to the left passing a one-half inch iron rod with yellow cap stamped "JBI" found at the east corner of said Lot 32, Block 15 of said Heron's Bay Estates No. 2 Addition, in all a total distance of 184.61 feet following a curve to the left having a central angle of 43 degrees 37 minutes 05 seconds, a radius of 242.50 feet, a tangent of 97.04 feet, and whose chord bears South 83 degrees 49 minutes 22 seconds West, 180.18 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the southeast line of said Lot 32, Block 15;

THENCE South 62 degrees 00 minutes 50 seconds West, 10.22 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the south corner of said Lot 32, Block 15;

THENCE Northwesterly, 243.59 feet along a curve to the left having a central angle of 22 degrees 09 minutes 12 seconds, a radius of 630.00 feet, a tangent of 123.33 feet, and whose chord bears North 33 degrees 37 minutes 00 seconds West, 242.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the southwest line of said Lot 32, Block 15;

THENCE North 44 degrees 41 minutes 36 seconds West, at 23.75 feet passing a one-half inch iron rod with yellow cap stamped "JBI" found at the west corner of said Lot 32, Block 15, in all a total distance of 188.89 feet to a 3 ¼ inch aluminum disk stamped "HERONS BAY EST. NO.-2-201" found for corner, said point being in the southwest line of said 63.380 acre tract, said point also being in the northeast line of said Heron's Bay Estates No. 2 Addition;

THENCE Northwesterly, 25.37 feet along a curve to the right having a central angle of 00 degrees 45 minutes 39 seconds, a radius of 1910.82 feet, a tangent of 12.69 feet, and whose chord bears North 44 degrees 18 minutes 46 seconds West, 25.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner, said point being the west corner of said 63.380 acre tract, said point being the north corner of said Heron's Bay Estates No. 2 Addition, said point also being in the southeast line of Emerald Lake, an addition to the City of Garland as recorded in Volume 2003044, Page 26, Official Public Records of Dallas County, Texas;

THENCE along the northwest line of said 63.380 acre tract as follows:

North 45 degrees 49 minutes 26 seconds East, 661.65 feet along the southeast line of said Emerald Lake Addition to a one-half inch iron rod found for corner;

North 45 degrees 56 minutes 29 seconds East, 724.79 feet to a 3 ¼ inch aluminum disk found at the east corner of said Emerald Lake Addition, said point being the south corner of

Emerald Lake No. 2, an addition to the City of Garland as recorded in Volume 2005033, Page 560, Official Public Records of Dallas County, Texas;

North 45 degrees 52 minutes 45 seconds East, 624.15 feet along the southeast line of said Emerald Lake No. 2 Addition to a one-half inch iron rod found for corner at the north corner of said 63.380 acre tract;

THENCE along the northeast line of said 63.380 acre tract and the southeast line of said Emerald Lake No. 2 the following:

South 37 degrees 01 minutes 40 seconds East, 441.00 feet to a one-half inch iron rod found for corner;

South 38 degrees 36 minutes 02 seconds East, 154.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 42 minutes 46 seconds East, 95.45 feet to a one-half inch iron rod found for corner;

North 80 degrees 49 minutes 41 seconds East, 17.44 feet to a one-half inch iron rod found for corner;

North 84 degrees 53 minutes 03 seconds East, 44.87 feet to a one-half inch iron rod found for corner;

South 81 degrees 32 minutes 08 seconds East, 99.92 feet to a one-half inch iron rod found for corner, said point also being in the west line of a tract of land described in deed to the City of Dallas, Lake Ray Hubbard, as recorded in volume 474, Page 326, Official Public Records of Dallas County, Texas;

THENCE continuing along northeast line of said 63.380 acre tract and the southeast line of said City of Dallas tract as follows:

South 20 degrees 00 minutes 16 seconds East, 49.75 feet to a one-half inch iron rod found for corner;

South 34 degrees 23 minutes 33 seconds East, 451.75 feet to a City of Dallas Water Department Monument stamped "0590677" found for corner, said point being the east corner of said 63.380 acre tract, said point also being in the northwest line of The Shores of Eastern Hills No. 4, as recorded in Volume 2002173, Page 48, Dallas County Deed Records;

THENCE along the southeast line of said 63.380 acre tract and the northwest line of said The Shores of Eastern Hills No. 4 the following:

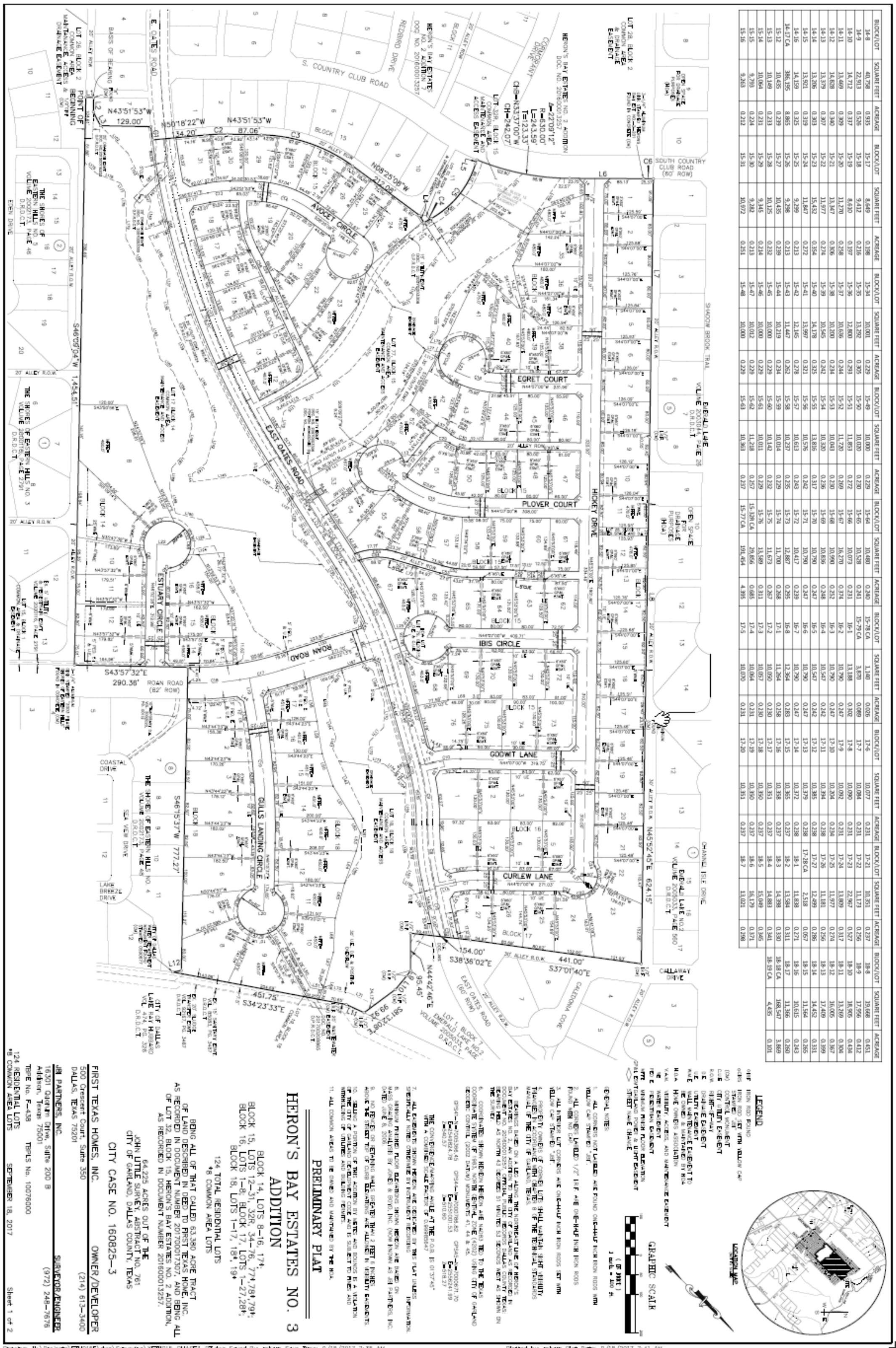
North 54 degrees 38 minutes 35 seconds West, 22.53 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 46 degrees 15 minutes 37 seconds West, 777.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 43 degrees 57 minutes 32 seconds East, 290.36 feet to a 3 ¼ inch aluminum disk stamped "2003 PHASE 4 SHORES OF EASTERN HILLS" found for corner;

South 46 degrees 09 minutes 04 seconds West, 1454.51 feet to the POINT OF BEGINNING and containing 2,797,660 square feet or 64.225 acres of land.

Exhibit B
PRELIMINARY PLAT



OWNER'S CERTIFICATE

STATE OF TEXAS~

COUNTY OF DALLAS~

WHEREAS, First Texas Homes, Inc. is the owner of a parcel of land located in the City of Garland, Dallas County, Texas, a part of the John Little Survey, Abstract No. 761, and being all of that called 63.380 acre parcel of land described in special warranty deed to First Texas Home, Inc. as recorded in Document Number 201700017307, Official Public Records of Dallas County, Texas, and being a part of a called 27.912 acre parcel of land described in special warranty deed to First Texas Home, Inc. as recorded in Document Number 201400085391, Official Public Records of Dallas County, Texas, and also being all of Lot 32, Block 15, Heron's Bay Estates No. 2 Addition, an addition to the City of Garland, as recorded in Document Number 201600013257, Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a one-half inch iron rod found with yellow cap stamped "JBI" found for corner at the south corner of said 63.380 acre tract, said point being the east corner of said Heron's Bay Estates No. 2 Addition, said point also being in the northwest line of Lot 26, Block 2, The Shores of Eastern Hills No. 5, an addition to the City of Garland, as recorded in Volume 2002173, Page 46, Official Public Records of Dallas County, Texas;

THENCE along the southwest line of said 63.380 acre tract and along the northeast line of said Heron's Bay Estates No. 2 Addition as follows:

North 43 degrees 51 minutes 53 seconds West, 20.00 feet to an "X" cut in concrete found for corner;

North 46 degrees 09 minutes 04 seconds East, 37.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner

North 17 degrees 47 minutes 33 seconds East, 39.70 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 43 degrees 51 minutes 53 seconds West, 129.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 34.09 feet along a curve to the left having a central angle of 00 degrees 57 minutes 44 seconds, a radius of 2030.00 feet, a tangent of 17.05 feet, and whose chord bears North 38 degrees 11 minutes 47 seconds East, 34.09 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 50 degrees 18 minutes 22 seconds West, 134.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 57.88 feet along a curve to the right having a central angle of 06 degrees 46 minutes 03 seconds, a radius of 490.00 feet, a tangent of 28.97 feet, and whose chord bears North 47 degrees 14 minutes 54 seconds West, 57.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 43 degrees 51 minutes 53 seconds West, 87.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 250.55 feet along a curve to the right having a central angle of 35 degrees 26 minutes 45 seconds, a radius of 405.00 feet, a tangent of 129.43 feet, and whose chord bears North 26 degrees 08 minutes 30 seconds West, 246.57 feet to a one-half inch rod with yellow cap stamped "JBI" found for corner;

North 08 degrees 25 minutes 08 seconds West, 212.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 12 degrees 36 minutes 08 seconds East, 22.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 21.55 feet along a curve to the right having a central angle of 03 degrees 01 minutes 47 seconds, a radius of 407.50 feet, a tangent of 10.78 feet, and whose chord bears North 75 degrees 52 minutes 59 seconds West, 21.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, at 98.49 feet along a curve to the left passing a one-half inch iron rod with yellow cap stamped "JBI" found at the east corner of said Lot 32, Block 15 of said Heron's Bay Estates No. 2 Addition, in all a total distance of 184.61 feet following a curve to the left having a central angle of 43 degrees 37 minutes 05 seconds, a radius of 242.50 feet, a tangent of 97.04 feet, and whose chord bears South 83 degrees 49 minutes 22 seconds West, 180.18 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the southeast line of said Lot 32, Block 15;

THENCE South 82 degrees 00 minutes 50 seconds West, 10.22 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the south corner of said Lot 32, Block 15;

THENCE Northwesterly, 243.59 feet along a curve to the left having a central angle of 22 degrees 09 minutes 12 seconds, a radius of 630.00 feet, a tangent of 123.33 feet, and whose chord bears North 33 degrees 37 minutes 00 seconds West, 242.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the southwest line of said Lot 32, Block 15;

THENCE North 44 degrees 41 minutes 36 seconds West, at 23.75 feet passing a one-half inch iron rod with yellow cap stamped "JBI" found at the west corner of said Lot 32, Block 15, in all a total distance of 188.89 feet to a 3 ¼ inch aluminum disk stamped "HERONS BAY EST. NO.-2-201" found for corner, said point being in the southwest line of said 63.380 acre tract, said point also being in the northeast line of said Heron's Bay Estates No. 2 Addition;

THENCE Northwesterly, 25.37 feet along a curve to the right having a central angle of 00 degrees 45 minutes 39 seconds, a radius of 1910.82 feet, a tangent of 12.69 feet, and whose chord bears North 44 degrees 18 minutes 46 seconds West, 25.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner, said point being the west corner of said 63.380 acre tract, said point being the north corner of said Heron's Bay Estates No. 2 Addition, said point also being in the southeast line of Emerald Lake, an addition to the City of Garland as recorded in Volume 2003044, Page 28, Official Public Records of Dallas County, Texas;

THENCE along the northwest line of said 63.380 acre tract as follows:

North 45 degrees 49 minutes 26 seconds East, 661.65 feet along the southeast line of said Emerald Lake Addition to a one-half inch iron rod found for corner;

North 45 degrees 56 minutes 29 seconds East, 724.79 feet to a 3 ¼ inch aluminum disk found at the east corner of said Emerald Lake Addition, said point being the south corner of Emerald Lake No. 2, an addition to the City of Garland as recorded in Volume 2005033, Page 580, Official Public Records of Dallas County, Texas;

North 45 degrees 52 minutes 45 seconds East, 624.15 feet along the southeast line of said Emerald Lake No. 2 Addition to a one-half inch iron rod found for corner at the north corner of said 63.380 acre tract;

THENCE along the northeast line of said 63.380 acre tract and the southeast line of said Emerald Lake No. 2 the following:

South 37 degrees 01 minutes 40 seconds East, 441.00 feet to a one-half inch iron rod found for corner;

South 38 degrees 36 minutes 02 seconds East, 154.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 42 minutes 46 seconds East, 95.45 feet to a one-half inch iron rod found for corner;

North 80 degrees 49 minutes 41 seconds East, 17.44 feet to a one-half inch iron rod found for corner;

North 84 degrees 53 minutes 03 seconds East, 44.87 feet to a one-half inch iron rod found for corner;

South 81 degrees 32 minutes 08 seconds East, 99.92 feet to a one-half inch iron rod found for corner, said point also being in the west line of a tract of land described in deed to the City of Dallas, Lake Ray Hubbard, as recorded in volume 474, Page 328, Official Public Records of Dallas County, Texas;

THENCE continuing along northeast line of said 63.380 acre tract and the southeast line of said City of Dallas tract as follows:

South 20 degrees 00 minutes 16 seconds East, 49.75 feet to a one-half inch iron rod found for corner;

South 34 degrees 23 minutes 33 seconds East, 451.75 feet to a City of Dallas Water Department Monument stamped "0590677" found for corner, said point being the east corner of said 63.380 acre tract, said point also being in the northwest line of The Shores of Eastern Hills No. 4, as recorded in Volume 2002173, Page 46, Dallas County Deed Records;

THENCE along the southeast line of said 63.380 acre tract and the northwest line of said The Shores of Eastern Hills No. 4 the following:

North 54 degrees 38 minutes 35 seconds West, 22.53 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 46 degrees 15 minutes 37 seconds West, 777.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 43 degrees 57 minutes 32 seconds East, 290.35 feet to a 3 ¼ inch aluminum disk stamped "2003 PHASE 4 SHORES OF EASTERN HILLS" found for corner;

South 46 degrees 09 minutes 04 seconds West, 1454.51 feet to the POINT OF BEGINNING and containing 2,797,660 square feet or 64.225 acres of land.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N43°51'53"W	20.00'
L2	N46°09'04"E	37.06'
L3	N17°47'33"E	39.70'
L4	N12°36'08"E	22.28'
L5	S82°00'50"W	10.22'
L6	N44°41'36"W	188.89'
L7	N45°49'26"E	661.65'
L8	N45°56'29"E	724.79'
L9	N80°49'41"E	17.44'
L10	N84°53'03"E	44.87'
L11	S20°00'16"E	49.75'
L12	N54°38'35"W	22.53'
L13	S50°50'28"E	28.31'
L14	N00°35'49"E	21.11'
L15	N56°57'12"W	48.34'
L16	S33°02'48"W	147.53'
L17	N58°00'27"W	32.32'
L18	S81°34'52"W	35.00'
L19	N34°16'07"E	56.51'
L20	N43°44'23"W	7.50'
L21	N00°53'00"E	21.21'
L22	S43°57'32"E	26.79'
L23	N75°01'16"E	35.00'
L24	N43°57'32"W	4.57'
L25	S43°55'36"E	26.73'
L27	S89°24'18"E	21.32'
L28	S89°07'00"E	21.21'
L29	N00°53'00"E	21.21'
L30	S89°07'00"E	21.21'
L31	N00°53'00"E	21.21'
L32	S89°07'00"E	21.21'
L33	N00°53'00"E	21.21'
L34	S89°07'00"E	21.21'
L35	N00°53'00"E	21.21'
L36	S89°07'00"E	21.21'
L37	N78°02'49"E	21.21'
L38	N11°28'57"W	21.03'
L39	N77°40'18"E	21.39'
L40	S14°17'47"E	21.66'
L41	S17°18'55"E	21.19'
L42	N69°46'59"E	20.15'
L43	N76°30'01"E	22.30'
L44	N07°56'31"W	22.31'
L45	N01°02'28"E	21.21'
L46	S88°57'32"E	21.21'
L47	N77°39'57"E	21.04'
L48	S11°23'20"E	21.09'
L49	S07°28'41"W	24.33'
L50	S16°01'51"W	151.07'
L51	S34°23'33"E	30.63'
L54	N20°25'40"E	239.92'
L55	N20°25'40"E	179.64'
L56	N09°54'46"W	17.42'
L57	N16°43'42"W	25.43'
L58	S34°34'08"W	112.01'
L59	S36°07'04"W	83.81'
L60	S26°22'32"W	87.73'
L61	N13°03'51"E	98.59'
L62	N18°34'35"E	40.00'
L63	S57°30'08"W	48.00'
L64	N65°00'28"E	87.12'
L65	S59°58'39"W	93.27'
L66	N48°10'38"E	88.00'
L67	N60°24'37"E	72.00'
L68	N63°56'48"E	53.55'

LINE TABLE		
NO.	BEARING	LENGTH
L69	N47°25'46"W	79.13'
L70	N34°23'33"W	69.80'
L71	N20°00'16"W	69.81'
L72	S28°38'48"E	124.71'
L73	S28°38'48"E	124.70'
L74	S81°03'11"E	20.59'
L75	N35°04'48"W	35.48'
L77	S35°04'48"E	37.49'
L78	S12°36'08"W	83.35'
L80	N12°36'08"E	75.72'
L81	S07°36'17"W	109.91'
L83	N07°36'17"E	121.09'
L84	S57°32'59"W	29.19'
L85	N12°31'34"E	45.20'
L86	N57°31'30"E	10.03'
L87	N84°04'49"W	37.34'
L91	S84°04'49"E	34.72'
L92	S89°49'25"W	47.95'
L94	N89°40'29"E	40.94'
L98	S89°17'09"W	7.32'
L100	N29°11'58"E	5.45'
L103	N89°17'09"E	6.63'
L104	S78°08'02"W	36.01'
L105	S49°03'56"W	50.62'
L106	S82°23'21"W	88.31'
L107	N81°10'09"W	187.65'
L108	S70°59'08"W	29.74'
L109	S79°56'03"W	161.17'
L110	S74°49'42"W	258.97'
L111	N63°28'00"E	68.21'
L112	N86°01'08"E	134.60'
L113	S80°06'06"E	90.54'
L114	S67°29'47"E	66.83'
L115	S85°24'17"E	41.64'
L116	N55°29'02"E	60.38'
L117	N14°50'29"W	35.01'
L118	N82°56'33"E	74.56'
L119	N71°31'53"E	73.56'
L120	S65°55'15"E	30.27'
L121	S88°08'10"E	124.01'
L122	S84°25'28"E	108.22'
L123	N82°56'33"E	32.60'
L124	S53°27'58"E	62.18'
L126	N53°27'58"W	52.33'
L127	N10°38'06"W	4.96'
L128	N41°11'54"E	86.32'
L129	N02°10'58"W	67.33'
L130	N06°26'38"E	139.76'
L131	N11°49'28"E	45.54'
L132	N37°24'35"E	49.75'
L133	S62°22'13"E	198.39'
L134	S09°33'56"E	94.69'
L135	S16°43'30"W	240.86'
L136	N16°26'39"E	101.87'
L137	N47°24'38"E	53.43'
L138	N33°35'28"E	65.04'
L139	N20°14'37"E	154.23'
L140	N16°00'49"E	59.73'
L141	N28°14'05"E	85.48'
L142	N50°13'38"E	99.97'
L143	S83°13'30"E	45.73'
L144	N39°17'57"E	19.59'
L145	N52°01'51"W	151.98'
L146	N10°38'06"W	80.86'
L147	N19°11'28"E	17.28'

LINE TABLE		
NO.	BEARING	LENGTH
L148	N55°37'20"E	75.25'
L152	N00°14'30"E	100.07'
L153	N19°11'28"E	96.04'
L154	N02°40'25"W	17.77'
L155	N47°19'03"E	127.69'
L156	N34°28'56"E	80.47'
L157	N64°35'08"E	50.42'
L158	N10°58'18"W	28.58'
L159	N12°20'13"E	79.56'
L160	S78°02'39"W	80.12'
L161	S46°21'21"W	120.51'
L162	S19°23'21"W	172.58'
L163	S60°45'25"W	30.41'
L164	S25°29'34"W	69.02'
L165	S46°17'01"W	63.49'
L166	S82°53'53"W	63.73'
L167	N62°21'58"W	30.28'
L168	N06°28'28"W	37.11'
L169	N25°39'50"E	87.60'
L170	N47°04'59"E	62.33'
L171	S89°23'07"E	49.44'
L172	N50°46'06"E	48.23'
L173	N26°40'20"W	45.08'
L174	N02°40'25"W	34.75'
L175	N02°01'09"W	42.37'
L176	N23°05'12"W	65.38'
L177	N17°09'21"E	28.09'
L178	N41°50'07"E	52.18'
L179	N48°14'54"E	55.44'
L180	N17°26'46"E	124.78'
L181	N49°19'47"E	87.38'
L182	N30°00'02"E	135.96'
L183	N00°01'04"W	47.75'
L184	N20°40'12"E	88.21'
L185	N33°37'54"E	58.79'
L186	N58°16'10"E	87.64'
L187	N85°20'32"E	54.89'
L188	N53°18'22"E	48.06'
L189	N31°55'58"E	70.55'
L190	N31°10'05"W	69.21'

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL BY THESE PRESENTS:

That First Texas Homes, Inc., a Texas corporation, is the owner of the property described in this plat does hereby adopt this plat, designating the property as HERON'S BAY ESTATES NO. 3 ADDITION, an addition to the City of Garland, Dallas County, Texas and does hereby dedicate, in fee simple and to the public use forever, the streets and alleys shown thereon and does further dedicate to the public use forever the easements shown thereon for the purposes indicated, provided, however, that no public dedication is made or intended as to any private easement, access well easement, or wall maintenance easement shown on this plat. All easements dedicated by this plat shall be open to, without limitation, all public and private utilities using or desiring to use the same for the purposes dedicated. No building, fence, tree, shrub, or other structure, improvement or growth shall be constructed, reconstructed or placed upon, over or across any easement dedicated by this plat. Any public or private utility shall have: (1) the right to remove and keep removed all or any part of any building, fence, tree, shrub, or other structure, improvement or growth which in any way may endanger or interfere with the construction, reconstruction, maintenance, operation or efficiency of such utility within a public easement; and (2) the right of ingress and egress to or from and upon such easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to, enlarging, or removing all or parts of its operation without the necessity at any time of procuring the permission of anyone. The maintenance of paving on utility easements and fire lanes is the responsibility of the property owner. Any and all maintenance of Home Owners Association common areas or lots, private easements, screening wall easements and wall maintenance easements is the responsibility of the Home Owners Association, its successors, or assigns.

All utility easements dedicated by this plat shall also include an additional area of working space for construction, reconstruction, additions, enlargements, and maintenance including such additional area necessary for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line.

Each property owner shall keep the drainage channels and/or drainage and floodway easements traversing or adjacent to his property clean and free of debris, silt, and any other substance which may impede the flow of stormwater or result in unsanitary conditions. This includes all necessary establishment of ground cover, slope stabilization, mowing, weeding, tree pick-up, and other normal property owner responsibilities. The City of Garland shall have the right of ingress and egress for the purposes of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur.

No obstruction to the natural flow of stormwater runoff shall be permitted by filling or by construction of any type, including, but not limited to, construction of any dam, building, fence, bridge, walkway, or any other structure within the drainage channels or easements, unless approved by the City of Garland; provided, however, it is understood that in the event it becomes necessary for the City of Garland to erect any type of drainage structure in order to improve the storm drainage that may be occasioned by the streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the drainage or floodway easements at any point or points to erect, construct, or maintain any drainage facility deemed necessary for drainage purposes.

The undersigned does covenant and agree that the access easements dedicated on this plat may be utilized by any person, including the general public, for ingress and egress to other real property, for both vehicular and pedestrian use and access, in, along, upon and across the premises containing the access easements.

This plat approved subject to all applicable ordinances, rules, regulations, and resolutions of the City of Garland, Texas.

WITNESS, my hand at Garland, Texas, this the ___ day of ____________, 2017.

BY: ______________________________
Keith Hardesty, Division President, First Texas Homes, Inc.

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Keith Hardesty, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this ___ day of ______________, 2017.

____
Notary Public for and in the State of Texas

My commission expires: ______________

APPROVED AND ACCEPTED for the City of Garland,
this ____________ day of ______________, 2017,
by the City Plan Commission of the City of Garland,
Texas. The approval of this plat is contingent upon
the plat being filed with the County Clerk of Dallas
County within 180 days from the date below.

____
CHAIRMAN OF THE PLAN COMMISSION DATE

____
DIRECTOR OF PLANNING DATE

SURVEYOR'S CERTIFICATE

I, Mark W. Harp, a Registered Professional Land Surveyor, licensed by the State of Texas, certify that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, Texas Local Government Code, Chapter 212, and the subdivision rules and regulations of the City of Garland, Texas. I further certify that monumentation shown hereon was either found or placed and is in substantial compliance with the City of Garland Development Code, and that the digital drawing file accompanying this plat is a precise representation of this Signed Final Plat.

Dated this the ____ day of ____________, 2017.

____
Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this the ____ day of ____________, 2017.

____
Notary Public for and in the State of Texas

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	34.09'	000°57'44"	2030.00'	17.05'	N38°11'47"E	34.09'
C2	57.88'	006°46'03"	490.00'	28.97'	N47°14'54"W	57.84'
C3	250.55'	035°26'45"	405.00'	129.43'	N26°08'30"W	246.57'
C4	21.55'	003°01'47"	407.50'	10.78'	N75°52'59"W	21.55'
C5	184.61'	043°37'05"	242.50'	97.04'	S83°49'22"W	180.18'
C6	25.37'	000°45'39"	1910.82'	12.69'	N44°18'46"W	25.37'
C7	61.61'	012°50'12"	275.00'	30.94'	S50°32'08"E	61.48'
C8	137.28'	012°28'58"	630.00'	68.90'	N39°17'17"E	136.98'
C9	159.58'	016°02'27"	570.00'	80.32'	S37°30'33"W	159.06'
C10	71.47'	014°53'28"	275.00'	35.94'	S51°33'44"E	71.27'
C11	296.05'	016°57'46"	1000.00'	149.12'	S21°00'27"W	294.97'
C12	878.23'	025°09'34"	2000.00'	446.31'	N25°06'21"E	871.19'
C13	56.71'	012°59'49"	250.00'	28.48'	S50°21'47"E	56.59'
C14	154.66'	035°26'45"	250.00'	79.90'	S26°08'30"E	152.21'
C15	198.52'	037°54'51"	300.00'	103.05'	N25°09'34"W	194.92'
C16	121.16'	027°46'04"	250.00'	61.79'	N30°17'35"W	119.98'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C17	111.64'	008°29'48"	752.85'	55.92'	N58°08'17"W	111.54'
C18	129.33'	009°52'50"	750.00'	64.83'	N48°53'57"W	129.17'
C19	367.84'	011°59'30"	1757.50'	184.59'	S40°15'52"W	367.17'
C20	7.10'	000°40'40"	600.00'	3.55'	N32°43'28"E	7.10'
C21	310.83'	296°49'25"	60.00'	36.90'	N45°53'00"E	62.86'
C22	132.65'	152°00'20"	50.00'	200.58'	N89°07'00"W	97.03'
C23	10.82'	031°00'10"	20.00'	5.55'	S28°36'56"E	10.69'
C24	10.82'	031°00'10"	20.00'	5.55'	N30°22'56"E	10.69'
C25	283.70'	271°01'47"	59.97'	58.91'	N72°16'03"E	84.03'
C27	279.89'	267°16'15"	60.00'	62.93'	N54°47'01"W	88.85'
C28	55.12'	078°56'55"	40.00'	32.94'	S59°54'08"W	50.86'
C29	57.41'	082°13'52"	40.00'	34.91'	S54°34'30"E	52.61'
C30	52.35'	037°29'26"	80.00'	27.15'	N25°22'16"W	51.42'
C31	310.29'	296°18'33"	60.00'	37.27'	N36°50'26"W	63.32'
C32	301.77'	288°10'15"	60.00'	43.46'	S17°12'38"E	70.39'
C33	268.46'	256°21'21"	60.00'	76.31'	S67°23'49"E	94.33'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C34	22.93'	097°19'26"	13.50'	15.35'	N12°07'09"E	20.27'
C35	8.13'	093°11'05"	5.00'	5.29'	N37°43'01"E	7.26'
C36	10.78'	123°29'04"	5.00'	9.30'	N33°57'35"W	8.81'
C37	12.43'	052°44'04"	13.50'	6.69'	S33°48'21"E	11.99'
C38	13.76'	058°24'43"	13.50'	7.55'	N14°54'38"W	13.17'
C39	13.76'	058°24'43"	13.50'	7.55'	S73°19'21"E	13.17'
C40	19.05'	080°50'02"	13.50'	11.50'	N86°27'29"E	17.51'
C41	6.44'	027°20'13"	13.50'	3.28'	S32°22'21"W	6.38'
C42	20.56'	087°16'11"	13.50'	12.87'	S35°12'58"W	18.63'
C43	12.08'	051°15'19"	13.50'	6.48'	N20°37'58"E	11.68'
C44	15.33'	065°03'13"	13.50'	8.61'	S78°47'14"W	14.52'
C45	30.64'	005°39'49"	310.00'	15.33'	S41°17'05"E	30.63'
C46	28.67'	005°39'49"	290.00'	14.34'	S41°17'05"E	28.65'
C47	30.44'	009°10'43"	190.00'	15.25'	S43°02'33"E	30.41'
C48	33.64'	009°10'43"	210.00'	16.86'	S43°02'33"E	33.61'
C49	19.02'	003°30'55"	310.00'	9.51'	S45°52'27"E	19.02'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C50	17.79'	003°30'55"	290.00'	8.90'	S45°52'27"E	17.79'
C51	53.51'	030°39'25"	100.00'	27.41'	N28°47'17"W	52.87'
C52	64.73'	015°27'12"	240.00'	32.56'	S36°23'24"E	64.53'
C53	70.12'	015°27'12"	260.00'	35.28'	S36°23'24"E	69.91'
C54	89.12'	036°28'20"	139.99'	46.13'	S46°54'00"E	87.62'
C55	106.13'	038°00'13"	160.00'	55.10'	S47°39'56"E	104.19'
C56	122.25'	029°11'06"	240.00'	62.48'	N32°32'17"E	120.93'
C57	132.09'	029°06'31"	260.00'	67.50'	N32°29'59"E	130.67'
C58	129.55'	002°28'57"	2990.00'	64.78'	S19°11'12"W	129.53'
C59	130.41'	002°28'57"	3010.00'	65.22'	S19°11'12"W	130.40'
C60	63.65'	007°24'16"	492.50'	31.87'	N76°35'17"W	63.60'
C61	20.38'	010°36'58"	110.00'	10.22'	S89°23'18"E	20.35'
C62	21.16'	020°12'30"	60.00'	10.69'	N73°06'50"E	21.05'
C63	20.01'	002°48'47"	407.50'	10.01'	N75°59'28"W	20.01'
C64	21.10'	020°09'00"	60.00'	10.66'	S79°50'33"W	20.99'
C65	22.53'	014°20'35"	90.00'	11.32'	N71°15'07"W	22.47'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C66	21.02'	000°35'35"	2030.00'	10.51'	N31°27'46"E	21.02'
C67	24.43'	000°41'23"	2030.00'	12.22'	N34°53'04"E	24.43'
C68	20.46'	019°32'16"	60.00'	10.33'	S47°20'24"W	20.36'
C69	33.97'	025°56'57"	75.00'	17.28'	N77°44'22"W	33.68'
C70	14.64'	001°33'13"	540.00'	7.32'	N30°15'56"E	14.64'
C71	23.25'	024°13'08"	55.00'	11.80'	S78°36'17"E	23.08'

PRELIMINARY PLAT

HERON'S BAY ESTATES NO. 3 ADDITION

BLOCK 14, LOTS 8–16, 17*;
BLOCK 15, LOTS 12–31, 32R, 34–76, 77*,78*,79*;
BLOCK 16, LOTS 1–8; BLOCK 17, LOTS 1–27,28*;
BLOCK 18, LOTS 1–17, 18*, 19*

124 TOTAL RESIDENTIAL LOTS
*8 COMMON AREA LOTS

BEING ALL OF THAT CALLED 63.380 ACRE TRACT OF LAND DESCRIBED IN DEED TO FIRST TEXAS HOME, INC. AS RECORDED IN DOCUMENT NUMBER 201700017307, AND BEING ALL OF LOT 32, BLOCK 15, HERON'S BAY ESTATES NO. 2 ADDITION, AS RECORDED IN DOCUMENT NUMBER 201600013257.

64.225 ACRES OUT OF THE
JOHN LITTLE SURVEY, ABSTRACT NO. 761
CITY OF GARLAND, DALLAS COUNTY, TEXAS

CITY CASE NO. 160825–3

FIRST TEXAS HOMES, INC. — OWNER/DEVELOPER
500 Crescent Court, Suite 350
DALLAS, TEXAS 75201
(214) 613–3400

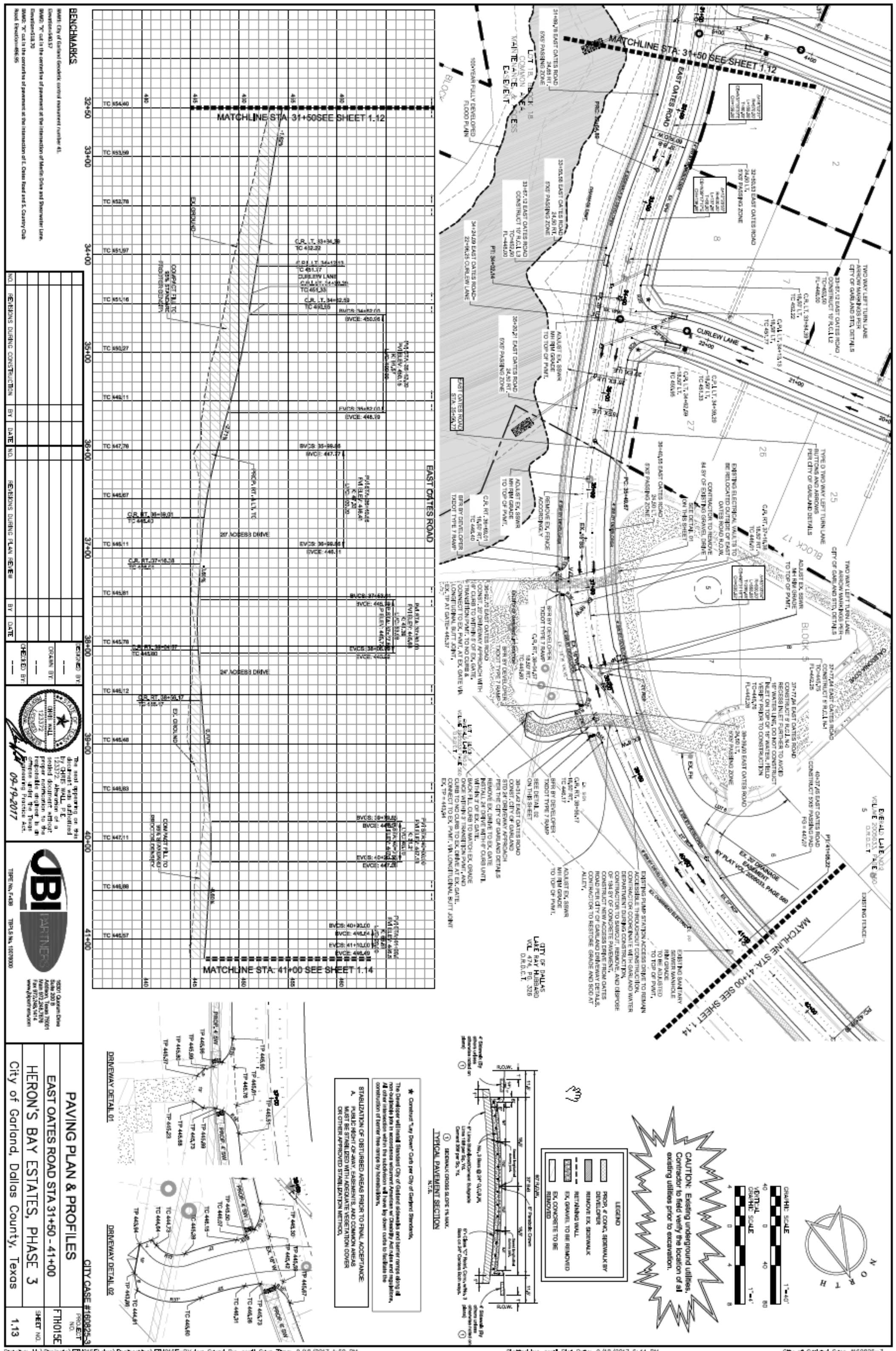
JBI PARTNERS, INC. — SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
(972) 248–7676
TBPE No. F–438 TBPLS No. 10076000

124 RESIDENTIAL LOTS
*8 COMMON AREA LOTS
SEPTEMBER 18, 2017
Sheet 2 of 2

Drawing: H:\Projects\FTH015E\dwg\Surveying\FTH015–PHASE3–PT.dwg Saved By: mharp Save Time: 9/18/2017 7:35 AM

Plotted by: mharp Plot Date: 9/18/2017 7:42 AM

Exhibit C
OATES ROAD IMPROVEMENTS



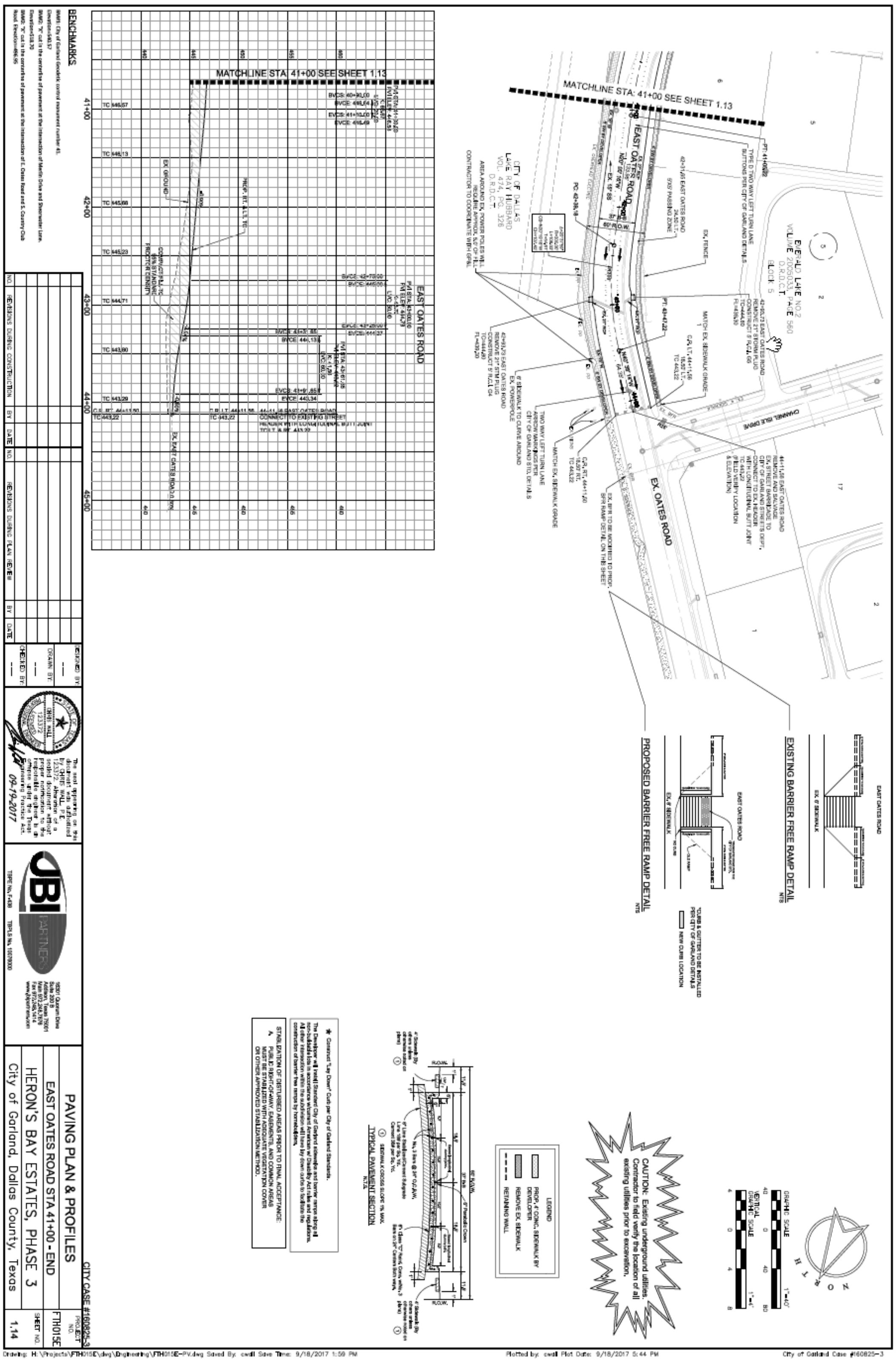


Exhibit D

ESTIMATED COST ANALYSIS

ESTIMATED OATES ROAD IMPROVEMENT COST
PREPARED BY JBI PARTNERS, INC. JULY 17, 2017
OATES ROAD BETWEEN HERONS BAY AND EMERALD LAKES
CITY OF GARLAND, TEXAS
JBI PROJECT NO. FTH015E

Gross acres: 1.18
Approximate length East Oates Road Extended (lf): 855

	Paving - East Oates Road Extended	Quantity	Units	Unit Price	Sub-Total
1.	Clearing & grubbing	1.18	AC	$1,000.00	$1,180
2.	Unclassified street excavation	1,680	CY	$3.75	$6,300
3.	6"-4000 PSI concrete Pavement (37' B-B)	3,536	SY	$37.50	$132,600
4.	6" lime/cement stabilized subgrade	3,727	SY	$5.25	$19,567
5.	Hydrated lime (18lbs/sy) material	34	TN	$160.00	$5,440
6.	Cement (36lbs/sy) material	67	TN	$180.00	$12,060
7.	6"-4000 PSI Concrete Driveway Approach (24' B-B)	208	SY	$37.50	$7,800
8.	6"-4000 PSI Concrete Driveway Approach (20' B-B)	55	SY	$37.50	$2,063
9.	4' Wide 4" Thick Concrete Sidewalk	4,280	SF	$5.00	$21,400
10.	6' Wide 4" Thick Concrete Sidewalk	3,540	SF	$6.50	$23,010
11.	Remove and dispose barricade	37	LF	$15.00	$555
12.	Remove and dispose of existing gravel drive	84	SY	$5.00	$420
13.	Remove and dispose of existing barb wire fence	150	LF	$5.00	$750
14.	Connect to existing pavement	37	LF	$15.00	$555
15.	Install BFR at Drive Locations	4	EA	$1,500.00	$6,000
16.	Modify Existing BFR along Ex. Oates Road	1	EA	$1,000.00	$1,000
17.	Street signs & poles	2	EA	$750.00	$1,500
18.	Relocate existing electrical vault	2	EA	$2,000.00	$4,000
19.	21" Class III, RCP Storm Drain	266	LF	$52.50	$13,965
20.	Install 5' recessed curb inlet	4	EA	$2,000.00	$8,000
21.	Relocate existing water valve	1	EA	$4,000.00	$4,000
22.	Adjust existing sanitary sewer manhole rim	4	EA	$1,000.00	$4,000
23.	Fine grading and cleanup (post paving)	8.6	STA	$250.00	$2,150
24.	8' wide Curlex at back of curb	1,710	LF	$1.50	$2,565
25.	Striping and traffic buttons East Oates Road	855	LF	$5.00	$4,275
26.	Seed all disturbed areas	0.47	AC	$425.00	$201
27.	Testing (earthwork)	1,680	SY	$0.30	$504
28.	Testing (paving)	3,727	SY	$0.90	$3,354
29.	Maintenance bond	1	LS	$3,520.79	$3,521
30.	Engineering and Surveying (12%)	1	%	$34,705.67	$34,706
31.	Contingency (10%)	1	%	$28,921.39	$28,921
				Total	**$356,362**

NOTES & ASSUMPTIONS

1 Professional Fees include civil engineering fees for platting, surveying and const. staking, geotechnical fees and SWPPP fees.
2 Construction management fees are not included in this opinion of cost.
3 Costs for pad processing for high PVR's or Sulfates are included in this opinion of cost, budget only. Need further geotechnical study to confirm.
4 Unit pricing based on present day pricing and current market conditions, subject to change.
5 City fees included in this opinion of cost are platting, and inspection fees.
6 Costs for electric, gas, & street lights are included in this opinion of cost, onsite & budget only.
7 No thoroughfare, water or sewer impact fees are included in this opinion of cost.
8 No costs for tree mitigation are included in this opinion of cost.
9 Concrete unit pricing is based on onsite batch plant if contractor uses transit mix unit price will be higher.
10 This estimate does not include any park fees. Further investigation is necessary.
11 Costs for Landscape, hardscape or irrigation are included as shown in this opinion of cost.

Exhibit E

ABANDONMENT OF PORTION OF UTILITY EASEMENT

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

THIS DOCUMENT is executed this ______ day of ______________, 201_ by the City of Garland, a Texas home-rule municipality (hereinafter "City"), and First Texas Homes, Inc., a Texas corporation ("Grantee" or "Fee Owner").

WHEREAS, that certain easement (more particularly described in Exhibit __E_ as "TO BE ABANDONED" and hereinafter referred to as the "Easement") is no longer needed by the City for any purpose, and is not required or convenient for any use or public purpose in the future and have no value to the City; and

WHEREAS, the City desires to release and abandon the Easement; and

WHEREAS, on __________________, the City of Garland City Council approved __________________ authorizing the Mayor to execute an agreement abandoning, releasing, and quitclaiming the Easement.

WHEREAS, upon the abandonment of the Easement, the Grantee, has acknowledged on behalf of itself, its successors and assigns, its sole and complete responsibility for the condition of the Easement as it currently exists and may exist in the future and has further agreed to hold the City, its officers, and agents and employees harmless from any and all claims concerning the Easement.

NOW, THEREFORE, the City has abandoned, and hereby grants, sells, and conveys the Easement hereinafter described to Grantee. The Easement hereby abandoned is that certain utility easement conveyed to the City by separate instrument and recorded as Instrument No. 20070003306 in the Dallas County Real Property Records, and incorporated herein by reference (the "Property"). No easement, or portion thereof, is abandoned except as described in Exhibit __E__, and is located on real property of Grantee.

THIS ABANDONMENT IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND THE CITY EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS ABANDONMENT, INCLUDING - WITHOUT LIMITATION - ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in any wise belonging unto the Grantee, its heirs, successors and assigns forever; AS-IS, WHERE-IS, WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE PROVISIONS AND DISCLAIMERS SET FORTH ABOVE.

EXECUTED this the _____ day of ________________, ___________.

CITY OF GARLAND, TEXAS

By:_____________________________
Mayor

Agreed upon by:

First Texas Homes, Ltd.

By:_____________________________

Title: ________________________

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of ________________________, 201_, by Douglas Athas, Mayor of the City of Garland, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _______________________, 201_.

____
Notary Public in and for the State of Texas
____
Typed or Printed Name of Notary
My Commission Expires:____________

EXHIBIT E
ABANDONMENT OF A PORTION OF UTILITY EASEMENT
SHEET 1 OF 2

BEING of a parcel of land located in the City of Garland, Dallas County, Texas, a part of the John Little Survey, Abstract No. 761, and being part of that called 63.380 acre parcel of land described in special warranty deed to First Texas Home, Inc. as recorded in Document Number 201700017307, Official Public Records of Dallas County, Texas, and also being a portion of that utility easement recorded in Document Number 20070003306, Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a one-half inch iron rod found with yellow cap stamped "JBI" found for corner in the southwest line of said 63.380 acre tract, said point being the east corner of Lot 7, Block 14, Heron's Bay Estates No. 2 Addition, an addition to the City of Garland, as recorded in Document Number 201600013257, Official Public Records of Dallas County, Texas, from which said commencing point bears North 17 degrees 47 minutes 33 seconds East, 39.70 feet from a one-half inch iron rod found with yellow cap stamped "JBI" found for corner in the southeast line of said Lot 7;

THENCE North 14 degrees 39 minutes 25 seconds East, 1,085.76 feet to a point for corner in the west line of said utility easement, said point also being the POINT OF BEGINNING of this easement abandonment;

THENCE along the west line of said utility easement as follows
North 77 degrees 28 minutes 26 seconds West, 17.50 feet to a point for corner;
North 12 degrees 31 minutes 34 seconds East, 15.00 feet to a point for corner;
South 77 degrees 28 minutes 26 seconds East, 17.50 feet to a point for corner;
South 12 degrees 31 minutes 34 seconds West, 15.00 feet to the POINT OF BEGINNING and containing 263 square feet or 0.006 acres of land.

NOTE: A GRAPHICAL SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

STATE OF TEXAS
REGISTERED
MARK W. HARP
6425
PROFESSIONAL LAND SURVEYOR

MARK W. HARP
R.P.L.S. NO. 6425
OCTOBER 16, 2017

TBPE No. F-438 TBPLS No. 10076000

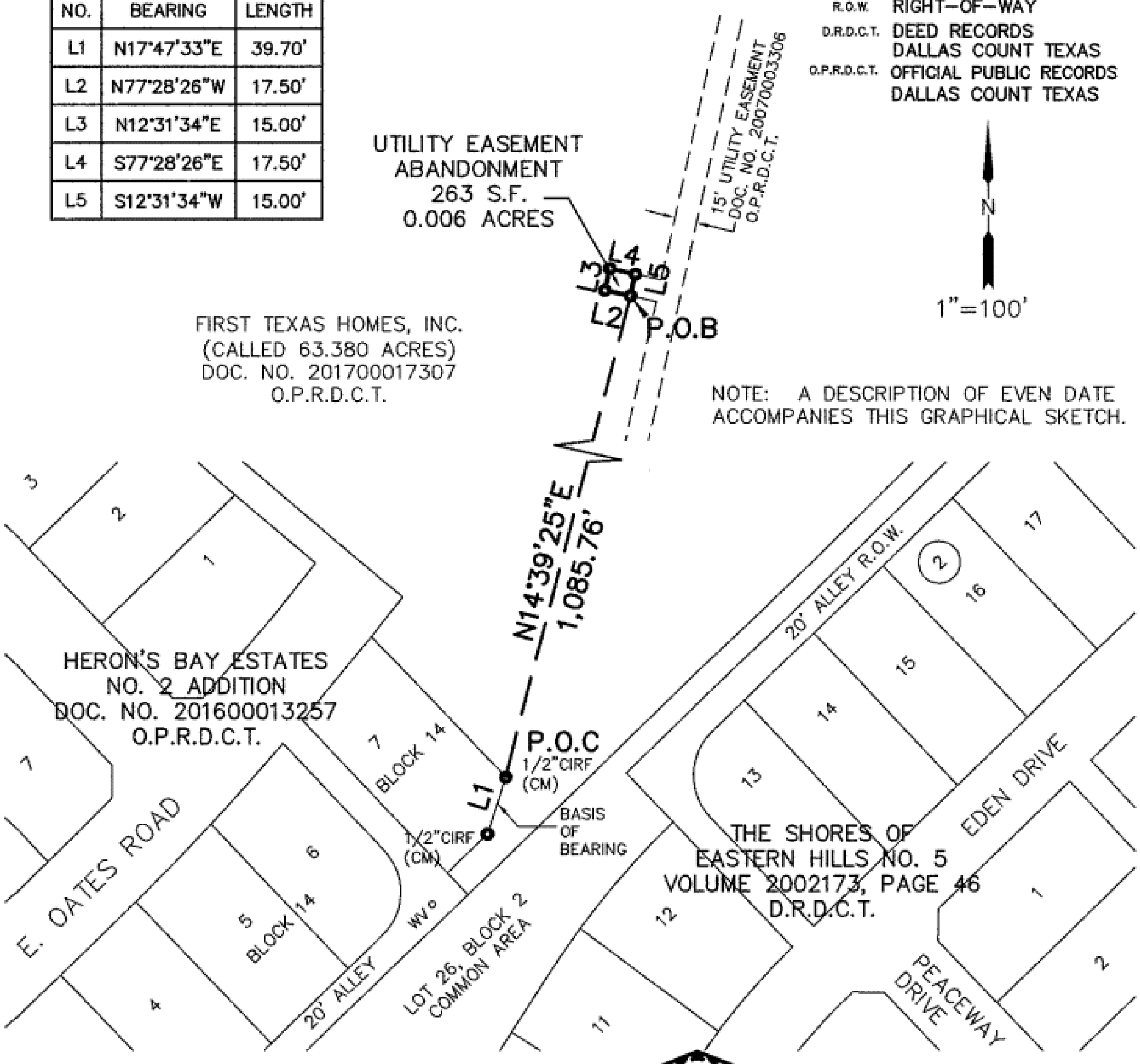
SCALE:	DATE	DRAWN	PROJECT		
	10-12-17	MWH	FTH015 ESMT DE(ABAND).DWG	16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001	JBI PARTNERS

EXHIBIT E
ABANDONMENT OF A PORTION OF UTILITY EASEMENT
SHEET 2 OF 2

LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
CIRF CAPPED IRON ROD FOUND
CM CONTROL MONUMENT
R.O.W. RIGHT-OF-WAY
D.R.D.C.T. DEED RECORDS DALLAS COUNT TEXAS
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DALLAS COUNT TEXAS

LINE TABLE		
NO.	BEARING	LENGTH
L1	N17°47'33"E	39.70'
L2	N77°28'26"W	17.50'
L3	N12°31'34"E	15.00'
L4	S77°28'26"E	17.50'
L5	S12°31'34"W	15.00'



BEARINGS BASED ON MONUMENTS FOUND ALONG THE SOUTHEAST LINE OF LOT 7, BLOCK 14 OF HERON'S BAY ESTATES NO. 2 ADDITION AS RECORDED IN DOCUMENT NUMBER 201600013257 OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS. BEARING HELD AS NORTH 17 DEGREES 47 MINUTES 33 SECONDS EAST AS SHOWN ON THE SURVEY.

STATE OF TEXAS REGISTERED MARK W. HARP 6425 PROFESSIONAL LAND SURVEYOR

Mark W. Harp
MARK W. HARP
R.P.L.S. NO. 6425
OCTOBER 16, 2017

TBPE No. F-438 TBPLS No. 10076000

SCALE:	DATE	DRAWN	PROJECT		
1"=100'	10-12-17	MWH	FTH015 ESMT DE(ABAND).DWG	16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001	JBI PARTNERS

ESTIMATED COST ANALYSIS

ESTIMATED OATES ROAD IMPROVEMENT COST
PREPARED BY JBI PARTNERS, INC. JULY 17, 2017
OATES ROAD BETWEEN HERONS BAY AND EMERALD LAKES
CITY OF GARLAND, TEXAS
JBI PROJECT NO. FTH015E

Gross acres: 1.18
Approximate length East Oates Road Extended (lf): 855

	Paving - East Oates Road Extended	Quantity	Units	Unit Price	Sub-Total
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17.	Street signs & poles	2	EA	$750.00	$1,500
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31.	Contingency (10%)	1	%	$28,921.39	$28,921
				Total	**$356,362**

NOTES & ASSUMPTIONS

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4 Unit pricing based on present day pricing and current market conditions, subject to change.
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10 This estimate does not include any park fees. Further investigation is necessary.
11 Costs for Landscape, hardscape or irrigation are included as shown in this opinion of cost.

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **2.f.**

Meeting Date: November 6, 2017

Item Title: Investment Portolio Summary

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

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 Statement of Investment Policy and City Council Statement of Investment Strategy.

Recommendation/Action Requested and Justification

The September 30, 2017 Portfolio Summary is presented to inform the Council. Staff will be available to discuss the report with Council.

Attachments

Portfolio Summary Report

GARLAND

October 27, 2017

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, 2017 report is in compliance 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.

Steve Anderson
Investment & Debt Director

Matt Watson
Finance Director

Kathryn Ritchie
Controller

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.

GARLAND

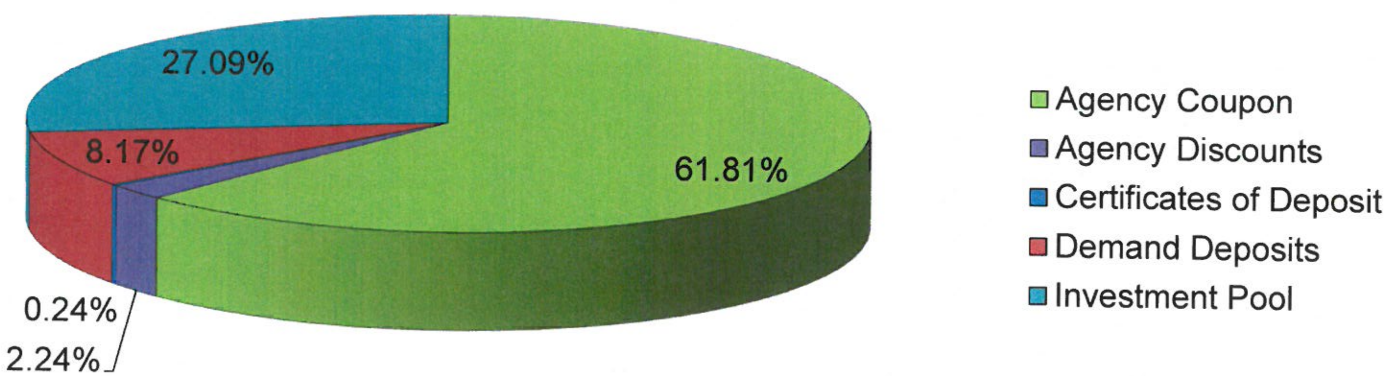
City of Garland
Texas Compliance Summary
Sorted by Investment Class
October 1, 2016 - September 30, 2017

Investment Class			Par Value	Market Value	Book Value	Accrued Interest
> 1 Year FV	Value beginning	10/01/2016	300,514,320.36	300,659,904.94	300,703,799.16	490,629.11
	Net Change		-29,124,320.36	-30,014,693.19	-29,307,476.29	-36,532.41
	Value ending	09/30/2017	271,390,000.00	270,645,211.75	271,396,322.87	454,096.70
< 1 Year AC	Value beginning	10/01/2016	161,825,285.42	161,834,530.76	161,828,199.13	26,158.21
	Net Change		10,258,403.53	10,221,764.66	10,251,433.47	-1,052.53
	Value ending	09/30/2017	172,083,688.95	172,056,295.42	172,079,632.60	25,105.68
Total	Value beginning	10/01/2016	462,339,605.78	462,494,435.70	462,531,998.29	516,787.32
	Net Change		-18,865,916.83	-19,792,928.53	-19,056,042.82	-37,584.94
	Value ending	09/30/2017	443,473,688.95	442,701,507.17	443,475,955.47	479,202.38

Safety - Securities by Type
City of Garland, Texas
September 30, 2017

Security Type	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Book Value	Percent
Agency Coupon	$131,515,940	$ -	$131,153,253	$ -	$ 7,424,844	$ 4,000,148	$ -	$ -	$274,094,185	61.81%
Agency Discounts			9,945,938						$ 9,945,938	2.24%
Certificates of Deposit	-	-		-	-	1,062,000	-	-	1,062,000	0.24%
Demand Deposits	36,235,911	-		-	-	-	-	-	36,235,911	8.17%
Investment Pool	53,891,048	6,251,737	38,477,428	9,366,532	16,415	252,347	10,752,413	1,137,858	120,145,778	27.09%
Total	$221,642,899	$ 6,251,737	$179,576,618	$ 9,366,532	$ 7,441,258	$ 7,306,639	$ 10,752,413	$ 1,137,858	$443,475,955	100.00%

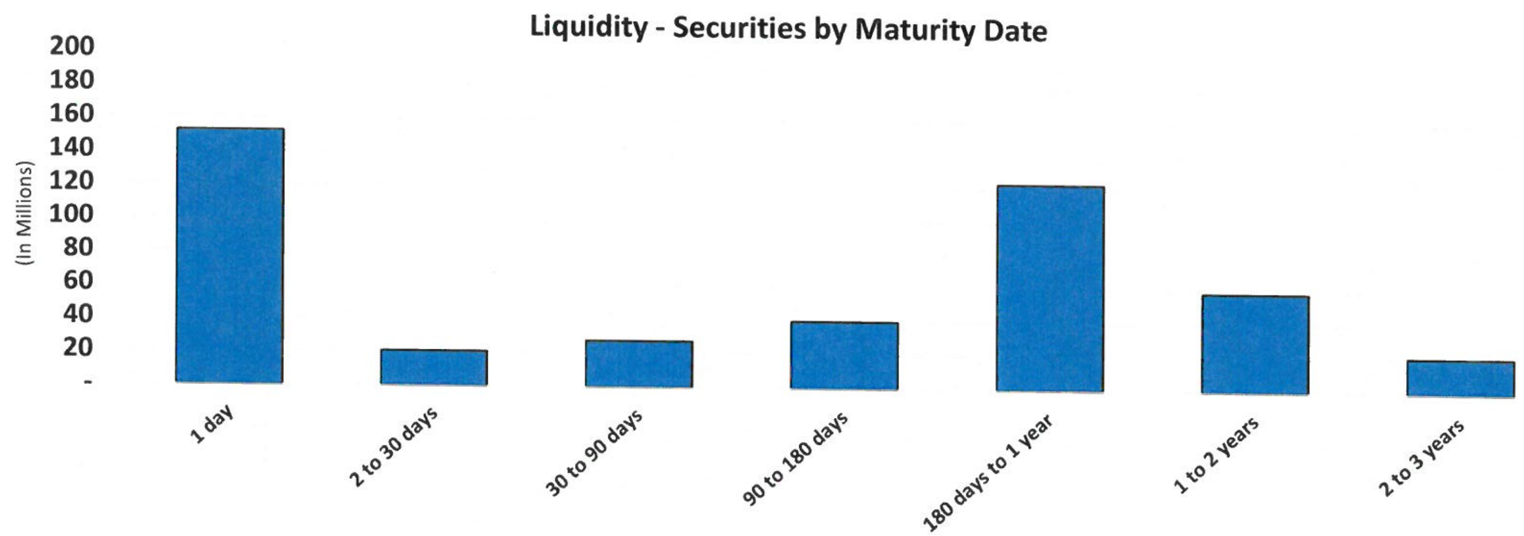
Safety - Securities by Type



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, 2017

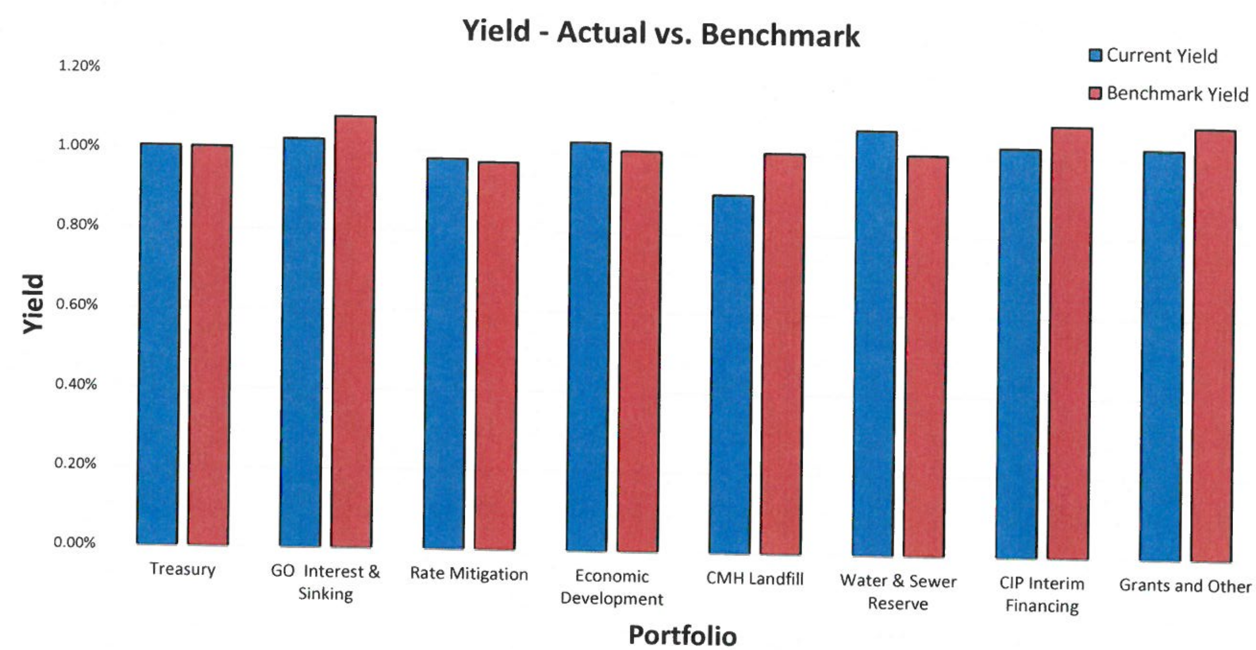
	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Par Value	Percent
1 day - Pools & Demand Deposits	$ 90,126,959	$ 6,251,737	$ 38,477,428	$ 5,366,532	$ 16,415	$ 252,347	$ 10,752,413	$ 1,137,858	$ 152,381,689	34.36%
2 to 30 days	9,000,000	-	6,000,000	2,000,000	3,800,000	-	-	-	20,800,000	4.69%
30 to 90 days	17,000,000	-	8,500,000	2,000,000	-	-	-	-	27,500,000	6.20%
90 to 180 days	8,000,000	-	32,000,000	-	-	-	-	-	40,000,000	9.02%
180 days to 1 year	51,250,000	-	66,500,000	-	3,625,000	1,780,000	-	-	123,155,000	27.77%
1 to 2 years	35,250,000	-	18,000,000	-	-	5,292,000	-	-	58,542,000	13.20%
2 to 3 years	11,000,000	-	10,095,000	-	-	-	-	-	21,095,000	4.76%
	$ 221,626,959	$ 6,251,737	$ 179,572,428	$ 9,366,532	$ 7,441,415	$ 7,324,347	$ 10,752,413	$ 1,137,858	$ 443,473,689	100.00%
Weighted Average Maturity Days	215	1	242	1	108	234	1	1	197	



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, 2017

Portfolio	Interest Income Fiscal YTD	Current Yield	Benchmark Yield	Unrealized Gain (Loss)
Treasury	$1,766,655	1.007%	1.006%	($401,952)
GO Interest & Sinking	$85,863	1.027%	1.084%	$0
Rate Mitigation	$1,443,768	0.981%	0.974%	($361,363)
Economic Development	$58,460	1.027%	1.006%	$0
CMH Landfill	$62,631	0.900%	1.006%	($5,991)
Water & Sewer Reserve	$61,529	1.067%	1.006%	($5,143)
CIP Interim Financing	$102,586	1.027%	1.084%	$0
Grants and Other	$8,773	1.027%	1.084%	$0
Total Portfolios	$3,590,264			($774,448)



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. Unrealized Gain / Loss is reported to draw attention to possible gains or losses only if securities were sold prior to maturity.

GARLAND

City of Garland
Texas Compliance Details
Sorted by Investment Class
September 30, 2017

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
3133EFHY6	2243	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/13/2017		0.650	99.982	09/29/2017	2,999,478.00	2,999,942.38
3133EFHY6	2244	214	Federal Farm Credit Bank	FAC	2,000,000.00	10/13/2017		0.650	99.982	09/29/2017	1,999,652.00	1,999,961.59
3130A4TR3	2165	635	Federal Home Loan Bank	FAC	3,800,000.00	10/16/2017		0.875	99.988	09/29/2017	3,799,563.00	3,800,000.00
3133EFKM8	2245	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/20/2017		0.710	99.975	09/29/2017	2,999,253.00	2,999,944.04
3133EFKM8	2246	214	Federal Farm Credit Bank	FAC	2,000,000.00	10/20/2017		0.710	99.975	09/29/2017	1,999,502.00	1,999,962.69
3130A6LZ8	2305	100	Federal Home Loan Bank	FAC	3,000,000.00	10/26/2017		0.625	99.973	09/29/2017	2,999,199.00	3,000,111.17
3134G73X7	2240	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	10/27/2017		0.720	99.986	09/29/2017	1,999,736.00	2,000,000.00
3133EFPH4	2252	100	Federal Farm Credit Bank	FAC	3,000,000.00	11/17/2017		0.930	99.973	09/29/2017	2,999,205.00	3,000,000.00
3133EFPH4	2253	214	Federal Farm Credit Bank	FAC	2,000,000.00	11/17/2017		0.930	99.973	09/29/2017	1,999,470.00	2,000,000.00
3133EFWC7	2265	100	Federal Farm Credit Bank	FAC	3,000,000.00	11/27/2017		0.875	99.968	09/29/2017	2,999,055.00	3,000,000.00
3133EFWC7	2266	214	Federal Farm Credit Bank	FAC	2,000,000.00	11/27/2017		0.875	99.968	09/29/2017	1,999,370.00	2,000,000.00
3133EE6J4	2211	100	Federal Farm Credit Bank	FAC	2,000,000.00	12/07/2017		0.875	99.966	09/29/2017	1,999,330.00	2,000,000.00
3133EFYM3	2272	100	Federal Farm Credit Bank	FAC	3,000,000.00	12/11/2017		0.800	99.972	09/29/2017	2,999,160.00	3,000,000.00
3133EFYM3	2273	214	Federal Farm Credit Bank	FAC	2,000,000.00	12/11/2017		0.800	99.972	09/29/2017	1,999,440.00	2,000,000.00
3137EADX4	2304	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	12/15/2017		1.000	99.982	09/29/2017	2,999,472.00	3,002,358.75
3133EFWW3	2267	100	Federal Farm Credit Bank	FAC	3,000,000.00	12/27/2017		0.875	99.970	09/29/2017	2,999,109.00	2,999,996.26
313381ME2	1918	214	Federal Home Loan Bank	FAC	2,500,000.00	12/28/2017	10/28/2017	0.600	99.850	09/29/2017	2,496,267.50	2,500,000.00
3134G34W7	1927	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/30/2018		1.250	100.016	09/29/2017	2,000,330.00	2,000,985.06
3133EGAS4	2295	100	Federal Farm Credit Bank	FAC	3,000,000.00	02/16/2018		0.750	99.821	09/29/2017	2,994,636.00	2,999,871.43
3133EGAS4	2296	214	Federal Farm Credit Bank	FAC	5,000,000.00	02/16/2018		0.750	99.821	09/29/2017	4,991,060.00	5,000,000.00
3133EGAS4	2297	214	Federal Farm Credit Bank	FAC	7,000,000.00	02/16/2018		0.750	99.821	09/29/2017	6,987,484.00	6,999,947.50
3133EFF51	2312	214	Federal Farm Credit Bank	FAC	2,000,000.00	02/26/2018		0.850	99.903	09/29/2017	1,998,066.00	2,000,000.00
3137EADP1	2331	214	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	03/07/2018		0.875	99.857	09/29/2017	2,995,734.00	3,000,878.66
313378A43	2224	100	Federal Home Loan Bank	FAC	2,000,000.00	03/09/2018		1.375	100.087	09/29/2017	2,001,746.00	2,004,536.88
3130A7CX1	2277	100	Federal Home Loan Bank	FAC	3,000,000.00	03/19/2018		0.875	99.861	09/29/2017	2,995,848.00	3,000,000.00
3130A7CX1	2332	214	Federal Home Loan Bank	FAC	3,000,000.00	03/19/2018		0.875	99.861	09/29/2017	2,995,848.00	3,000,778.38
313397UQ2	2368	214	Federal Home Loan Mortgage Cor	AFD	10,000,000.00	03/23/2018		1.125	99.450	09/29/2017	9,945,060.00	9,945,937.50
3130A4GJ5	2317	214	Federal Home Loan Bank	FAC	4,000,000.00	04/25/2018		1.125	99.924	09/29/2017	3,996,968.00	4,009,018.95
313379DT3	2319	214	Federal Home Loan Bank	FAC	5,000,000.00	06/08/2018		1.250	99.974	09/29/2017	4,998,725.00	5,016,621.43
3133EGEQ4	2299	214	Federal Farm Credit Bank	FAC	2,500,000.00	06/13/2018		0.875	99.718	09/29/2017	2,492,955.00	2,502,302.09
3133EGEQ4	2301	214	Federal Farm Credit Bank	FAC	4,000,000.00	06/13/2018		0.875	99.718	09/29/2017	3,988,728.00	4,003,040.89
313385YF7	2370	233-01	Federal Home Loan Bank	ATD	500,000.00	06/18/2018		1.230	99.122	09/29/2017	495,611.50	495,558.33

City of Garland
Texas Compliance Details
September 30, 2017

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
313385YF7	2371	233-02	Federal Home Loan Bank	ATD	1,055,000.00	06/18/2018		1.230	99.122	09/29/2017	1,045,740.27	1,045,628.09
3134G9A31	2302	100	Federal Home Loan Mort. Corp.	FAC	4,750,000.00	06/29/2018	12/29/2017	0.920	99.824	09/29/2017	4,741,678.00	4,750,000.00
3133EGML6	2308	214	Federal Farm Credit Bank	FAC	7,500,000.00	07/18/2018		0.750	99.572	09/29/2017	7,467,937.50	7,497,578.44
3133EGML6	2309	100	Federal Farm Credit Bank	FAC	2,500,000.00	07/18/2018		0.750	99.572	09/29/2017	2,489,312.50	2,499,192.81
3130ABVJ2	2348	223-02	Federal Home Loan Bank	FAC	2,000,000.00	07/24/2018		1.250	99.959	09/29/2017	1,999,182.00	2,000,162.78
3134G73Q2	2241	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	07/27/2018	10/27/2017	1.000	99.709	09/29/2017	2,991,282.00	3,000,000.00
3134G73Q2	2242	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	07/27/2018	10/27/2017	1.000	99.709	09/29/2017	1,994,188.00	2,000,000.00
3133EGPL3	2313	100	Federal Farm Credit Bank	FAC	6,000,000.00	07/27/2018		0.830	99.552	09/29/2017	5,973,174.00	5,999,062.67
3133EGPL3	2314	214	Federal Farm Credit Bank	FAC	3,000,000.00	07/27/2018		0.830	99.552	09/29/2017	2,986,587.00	2,999,531.33
3133EGPL3	2315	635	Federal Farm Credit Bank	FAC	1,000,000.00	07/27/2018		0.830	99.552	09/29/2017	995,529.00	999,843.78
3136G1AK5	2221	100	Fed National Mort Assoc	FAC	2,000,000.00	07/30/2018		1.000	99.763	09/29/2017	1,995,264.00	1,999,895.19
3136G1AK5	2300	214	Fed National Mort Assoc	FAC	1,500,000.00	07/30/2018		1.000	99.763	09/29/2017	1,496,448.00	1,502,935.21
3133EE6G0	2210	100	Federal Farm Credit Bank	FAC	2,000,000.00	08/06/2018		1.150	99.924	09/29/2017	1,998,490.00	2,000,000.00
3130A6XE2	2310	100	Federal Home Loan Bank	FAC	4,000,000.00	08/10/2018		1.250	100.002	09/29/2017	4,000,088.00	4,015,483.41
3130A6XE2	2311	214	Federal Home Loan Bank	FAC	4,000,000.00	08/10/2018		1.250	100.002	09/29/2017	4,000,088.00	4,015,483.41
3130A8TF0	2320	100	Federal Home Loan Bank	FAC	10,000,000.00	08/15/2018		0.800	99.532	09/29/2017	9,953,250.00	10,002,487.98
3133EGSB2	2336	100	Federal Farm Credit Bank	FAC	4,000,000.00	08/24/2018		0.850	99.643	09/29/2017	3,985,724.00	3,998,785.13
3130A9CX7	2337	214	Federal Home Loan Bank	FAC	3,000,000.00	09/07/2018		1.000	99.685	09/29/2017	2,990,574.00	3,001,033.09
3133EGUK9	2321	100	Federal Farm Credit Bank	FAC	10,000,000.00	09/19/2018		0.930	99.580	09/29/2017	9,958,020.00	10,000,000.00
3133EGUK9	2322	214	Federal Farm Credit Bank	FAC	10,000,000.00	09/19/2018		0.930	99.580	09/29/2017	9,958,020.00	10,000,000.00
3133EGUK9	2323	214	Federal Farm Credit Bank	FAC	10,000,000.00	09/19/2018		0.930	99.580	09/29/2017	9,958,020.00	10,000,000.00
3133EGUY9	2335	214	Federal Farm Credit Bank	FAC	3,000,000.00	09/20/2018		0.875	99.492	09/29/2017	2,984,775.00	2,999,744.27
3130A9LV1	2338	100	Federal Home Loan Bank	FAC	3,000,000.00	09/27/2018		0.900	99.636	09/29/2017	2,989,089.00	3,000,455.76
949763BK1	2324	233-02	First Financial	BCD	115,000.00	09/28/2018		1.150	100.000	09/29/2017	115,000.00	115,000.00
949763BK1	2325	223-02	First Financial	BCD	110,000.00	09/28/2018		1.150	100.000	09/29/2017	110,000.00	110,000.00
55266CTF3	2326	223-02	First Financial	BCD	105,000.00	09/28/2018		1.050	100.000	09/29/2017	105,000.00	105,000.00
55266CTF3	2327	233-02	First Financial	BCD	110,000.00	09/28/2018		1.050	100.000	09/29/2017	110,000.00	110,000.00
3134GAMV3	2328	214	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	09/28/2018		1.000	99.709	09/29/2017	4,985,490.00	5,001,861.96
3130A9AE1	2333	214	Federal Home Loan Bank	FAC	3,000,000.00	10/01/2018		0.875	99.561	09/29/2017	2,986,836.00	3,000,030.55
3130A9AE1	2334	100	Federal Home Loan Bank	FAC	2,000,000.00	10/01/2018		0.875	99.561	09/29/2017	1,991,224.00	2,000,000.00
3136G2R58	2249	100	Fed National Mort Assoc	FAC	4,000,000.00	10/26/2018		1.040	99.678	09/29/2017	3,987,128.00	4,000,000.00
3136G2PF8	2239	100	Fed National Mort Assoc	FAC	2,000,000.00	10/29/2018	10/29/2017	1.125	99.535	09/29/2017	1,990,700.00	2,000,000.00
3135G0G72	2251	100	Fed National Mort Assoc	FAC	3,000,000.00	12/14/2018		1.125	99.652	09/29/2017	2,989,575.00	2,999,223.61
313376BR5	2346	214	Federal Home Loan Bank	FAC	2,000,000.00	12/14/2018		1.750	100.360	09/29/2017	2,007,202.00	2,011,763.41
3133EHZG1	2358	214	Federal Farm Credit Bank	FAC	2,000,000.00	12/21/2018		1.300	99.829	09/29/2017	1,996,584.00	1,999,491.56
3134G9ZR1	2303	100	Federal Home Loan Mort. Corp.	FAC	1,250,000.00	12/28/2018		1.000	99.391	09/29/2017	1,242,391.25	1,250,000.00

City of Garland
Texas Compliance Details
September 30, 2017

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
3134GAQT4	2329	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/17/2019	10/17/2017	1.000	99.345	09/29/2017	2,980,362.00	3,000,000.00
3134GAQT4	2330	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/17/2019	10/17/2017	1.000	99.345	09/29/2017	1,986,908.00	2,000,000.00
3133EFWD5	2262	100	Federal Farm Credit Bank	FAC	5,000,000.00	01/25/2019		1.230	99.528	09/29/2017	4,976,400.00	5,000,000.00
3134G9U88	2316	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/25/2019		1.000	99.349	09/29/2017	2,980,494.00	2,999,603.68
3133EHA52	2366	214	Federal Farm Credit Bank	FAC	4,000,000.00	03/27/2019		1.375	99.824	09/29/2017	3,992,996.00	4,000,000.00
3137EADZ9	2339	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	04/15/2019		1.125	99.492	09/29/2017	1,989,842.00	1,992,888.32
313379EE5	2347	214	Federal Home Loan Bank	FAC	3,000,000.00	06/14/2019		1.625	100.165	09/29/2017	3,004,956.00	3,012,171.28
3130ABB21	2349	100	Federal Home Loan Bank	FAC	2,000,000.00	07/26/2019	04/26/2019	1.375	99.683	09/29/2017	1,993,660.00	1,997,671.11
3133EGPD1	2318	100	Federal Farm Credit Bank	FAC	3,000,000.00	08/01/2019		1.180	99.230	09/29/2017	2,976,909.00	3,000,000.00
3133EHYJ6	2351	100	Federal Farm Credit Bank	FAC	2,000,000.00	09/12/2019		1.375	99.653	09/29/2017	1,993,070.00	2,000,000.00
3134GBJ52	2360	214	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	09/27/2019	03/27/2018	1.500	99.809	09/29/2017	4,990,495.00	5,000,000.00
3133EA5N4	2361	214	Federal Farm Credit Bank	FAC	1,095,000.00	10/22/2019		1.250	99.305	09/29/2017	1,087,395.23	1,089,996.04
3137EAEE5	2367	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/17/2020		1.500	99.736	09/29/2017	1,994,730.00	1,998,146.73
3134GBL83	2364	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	03/27/2020	09/27/2018	1.600	99.837	09/29/2017	2,995,137.00	3,000,000.00
3134GBN40	2363	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	06/29/2020	06/29/2018	1.625	99.762	09/29/2017	1,995,248.00	2,000,000.00
3130ACE26	2356	100	Federal Home Loan Bank	FAC	2,000,000.00	09/28/2020		1.375	99.043	09/29/2017	1,980,868.00	1,997,317.29
3134GBL42	2359	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	09/28/2020	09/28/2018	1.670	99.703	09/29/2017	2,991,090.00	3,000,000.00
				Subtotal	**271,390,000.00**						**270,645,211.75**	**271,396,322.87**
Investment Class: < 1 Year AC												
TEXSTAR	1822	100	TXSTAR	RRP	15,706,606.45			1.040	100.000	09/29/2017	15,706,606.45	15,706,606.45
TREASURY	1825	100	TEXPOOL Investement Pool	RRP	38,184,441.79			1.027	100.000	09/29/2017	38,184,441.79	38,184,441.79
FICA1	1944	100	Federally Insured Cash Accunt	RR2	25,346,659.31			1.000	100.000	06/30/2017	25,346,659.31	25,346,659.31
ICSA	1991	100	Insured Cash Shelter Account	RR2	10,889,251.85			1.000	100.000	09/29/2017	10,889,251.85	10,889,251.85
DEBTSVC	1814	111	TEXPOOL Investement Pool	RRP	6,251,736.90			1.027	100.000	09/29/2017	6,251,736.90	6,251,736.90
RATE	1815	214	TEXPOOL Investement Pool	RRP	38,477,428.09			1.027	100.000	09/29/2017	38,477,428.09	38,477,428.09
LANDFILL	1812	635	TEXPOOL Investement Pool	RRP	16,414.70			1.027	100.000	09/29/2017	16,414.70	16,414.70
WTR-RES-2009	1826	223-01	TEXPOOL Investement Pool	RRP	255.49			1.027	100.000	09/29/2017	255.49	255.49
WTR-RES-OTHER	1833	223-02	TEXPOOL Investement Pool	RRP	1,502.87			1.027	100.000	09/29/2017	1,502.87	1,502.87
SWR-RES-2009	1827	233-01	TEXPOOL Investement Pool	RRP	248,257.46			1.027	100.000	09/29/2017	248,257.46	248,257.46
SWR-RES-OTHER	1834	233-02	TEXPOOL Investement Pool	RRP	2,330.71			1.027	100.000	09/29/2017	2,330.71	2,330.71
HCV	1865	822-01	TEXPOOL Investement Pool	RRP	938,142.71			1.027	100.000	09/29/2017	938,142.71	938,142.71
FSS ESCROW	1866	822-02	TEXPOOL Investement Pool	RRP	107,465.23			1.027	100.000	09/29/2017	107,465.23	107,465.23
SEIZURE OTHR	1905	923	TEXPOOL Investement Pool	RRP	62,514.38			1.027	100.000	09/29/2017	62,514.38	62,514.38
ED FD	2186	215	TEXPOOL Investement Pool	RRP	9,366,532.37			1.027	100.000	09/29/2017	9,366,532.37	9,366,532.37
GO CP	2268	601	TEXPOOL Investement Pool	RRP	2,911,676.41			1.027	100.000	09/29/2017	2,911,676.41	2,911,676.41

City of Garland
Texas Compliance Details
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CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: < 1 Year AC												
ELEC CP	2269	210	TEXPOOL Investement Pool	RRP	5,672,621.28			1.027	100.000	09/29/2017	5,672,621.28	5,672,621.28
WATER CP	2270	220	TEXPOOL Investement Pool	RRP	270,375.28			1.027	100.000	09/29/2017	270,375.28	270,375.28
SEWER CP	2271	230	TEXPOOL Investement Pool	RRP	1,614,601.90			1.027	100.000	09/29/2017	1,614,601.90	1,614,601.90
ELEC NOTES	2298	208	TEXPOOL Investement Pool	RRP	283,137.86			1.027	100.000	09/29/2017	283,137.86	283,137.86
JAG-2017	2344	871-17	TEXPOOL Investement Pool	RRP	29,735.91			1.027	100.000	09/29/2017	29,735.91	29,735.91
313385YF7	2369	223-02	Federal Home Loan Bank	ATD	455,000.00	06/18/2018		1.230	99.122	09/29/2017	451,006.47	450,958.09
3133EHTM5	2350	635	Federal Farm Credit Bank	FAC	2,625,000.00	09/04/2018		1.300	99.952	09/29/2017	2,623,761.00	2,625,000.00
3133EHYV9	2357	214	Federal Farm Credit Bank	FAC	2,000,000.00	09/14/2018		1.250	99.905	09/29/2017	1,998,112.00	2,000,000.00
3133EHHF3	2345	233-02	Federal Farm Credit Bank	FAC	2,000,000.00	11/01/2018		1.250	99.780	09/29/2017	1,995,610.00	1,999,985.56
91527PBB2	2341	223-01	First Financial	BCD	227,000.00	02/25/2019		1.300	100.000	09/29/2017	227,000.00	227,000.00
02006LX57	2342	223-01	First Financial	BCD	248,000.00	02/25/2019		1.500	100.000	09/29/2017	248,000.00	248,000.00
857894SY6	2343	233-01	First Financial	BCD	147,000.00	02/25/2019		1.350	100.000	09/29/2017	147,000.00	147,000.00
3133EHA52	2365	100	Federal Farm Credit Bank	FAC	5,000,000.00	03/27/2019		1.375	99.824	09/29/2017	4,991,245.00	5,000,000.00
3134GBN40	2362	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	06/29/2020	06/29/2018	1.625	99.762	09/29/2017	2,992,872.00	3,000,000.00
				Subtotal	**172,083,688.95**						**172,056,295.42**	**172,079,632.60**
				Total	**443,473,688.95**						**442,701,507.17**	**443,475,955.47**

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: November 6, 2017

Item Title: Discussion Related to a Retirement Stability Benefit for Civil Service Employees

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

At the October 16, 2017 Work Session, City Council directed staff to retain Lincoln Financial Group to assist with the implementation of a Retirement Stability Benefit (RSB) for Civil Service Employees. Staff and the Lincoln Financial advisors will provide a presentation outlining governmental retirement plan options, a proposed timeline for the RSB implementation, an overview of the City's 457 (b) deferred compensation plan, and other plan design items for City Council consideration.

Recommendation/Action Requested and Justification

Staff is seeking direction from Council related to the Retiree Stability Benefit for Civil Service Employees.

Attachments

RSB Presentation

CIVIL SERVICE RETIREMENT STABILITY BENEFIT

Plan Design and Implementation

Garland City Council
Work Session
November 6, 2017

Retiree Stability Benefit
Projected Timeline

- **September 19th Regular Meeting –** Council approves budget to Include $239,495 to fund a Civil Service Retirement Stability Fund for Civil Service Employees.
- **October 2nd Work Session –** Council votes to review RSB plan as a committee as a whole.
- **October 16th Work Session –** Staff approved to retain Lincoln Financial Group to assist in implementation of a 457 (b) Retirement Stability Benefit for Civil Service Employees.
- **November 6th Work Session – City Staff and Lincoln Financial consultants available to answer City Council questions. Staff Direction from City Council required to meet a 90 Day implementation schedule.**
- **November 20th Work Session**
- **December 4th Work Session**
- **December 11th Work Session**

  Staff available to provide a progress report, answer questions and get further direction from City Council (as needed).
- **January 2nd Regular Meeting –** City Council authorizes City Manager to sign/approve Service Agreement.
- **February 1st –** Plan Projected to Go Live.
- **April / May –** Update on RSB implementation and address future budget / policy question.

Retiree Stability Benefit
Other Governmental Retirement Plans Researched

- 401(a) Plans – Allows for a more custom designed retirement savings plans. Example: Cash Balance Plans
- 403(b) Plans – Defined Contribution Plan similar to 457(b) with a larger amount of investment options to choose form.
- 401(k) – Defined Contribution Plan similar to a 457(b) but with 10% premature withdrawal penalty.

- State and Federal Laws greatly restrict the City of Garland’s options.
  - 401(a) – Texas Government Code prohibits drawing from two retirement programs. TMRS is a qualified 401(a) Plan which restricts the City from participating or establishing another 401(a) Plan.
  - 403(b) – Only available to certain government employees (Public School, Not-for-Profit, and hospitals).
  - 401(k) - Government Employers are barred from offering 401(k) Plans unless established before May 1986.

Retiree Stability Benefit
Basics of a 457(b) Deferred Compensation Plan

- Allows participating employees to defer a portion of their income into a tax-deferred savings plan that offers pre-set selection of investment choices.

- Contributions are limited to $18,500 (for 2018) per year.
  - Age 50 Catch-Up: Contribution limit increased by $6,000 to $24,500.
  - 3 year catch up provision – Contribution limit may be as much as $37,000 for employees who are within 3 years of Normal Retirement age (Defined as age 60 in current City 457(b) plan). Additional rules may apply for availability of unused special catch-up.

- Savers tax credit – up to a 50% tax credit for contributions up to $2,000.

- Income taxes withheld at distribution (Typically a 20% withholding).

- No 10% Premature withdrawal penalty.

- Distribution of funds typically at severance from employment – retirement, termination or death.
  - IRS minimum distribution required starting at age 70.5.

Retiree Stability Benefit
Specific Provisions of City's Existing 457(b) Plan

- **No in-service withdrawals permitted while still actively employed.**
- **Loans – Minimum of $1,000 and maximum of half of account balance or $50,000 (whichever is greater)**
  - No more than two loans
- **Unforeseeable Emergency Withdrawals Allowed**
  - Must be a severe financial hardship
- **Plan accepts roll-overs from most other governmental plans**
- **Forms of Distribution once retired or no longer employed by City**
  - Lump Sum
  - Partial Lump Sum with $1,000 minimum
  - Annual or more frequent installments
  - Purchase of a life annuity

Retiree Stability Benefit
How the City's Existing 457(b) Plan is Administered

- **457(b) Retirement Committee**
  - Prudently select, monitor and terminate investment options
  - Ensure all fees are reasonable and decisions are made exclusively for plan participants
  - Prepare and maintain investment policy statement
- **Lincoln Financial Group**
  - Responsible for Plan administration and custody of plan assets
  - Value the Plan assets
  - Pays plan benefits in line with Plan rules, as directed.
  - Provide recordkeeping and Plan reports on transactions, cash flows and information on securities held
- **Investment Adviser / Legacy Retirement Plan Services**
  - Guides the committee through a disciplined and rigorous investment process to assist Committee in meeting their fiduciary responsibilities
- **Administrative fees paid by plan participants' investment returns.**

Retiree Stability Benefit
Items for Council Consideration

1) Implementation:

- Establish new 457(b) Plan for Civil Service Employees. Fund to mirror existing fund & plan participants' assets transferred with no additional fees.
- RSB funded with 0.5% (of gross pay) City contribution and a 1% employee contribution. Participation optional but a 1% contribution is required if a civil service employee chooses to participate.
- City contribution pro rated in year one due to implementation schedule.
- 457(b) Plan Provisions mirror current plan with the exception of the following:
  - Establish Eligibility requirements for Employer Contribution.
  - Establish Withdrawal/Loan Restrictions on Employer Contributions.

2) Ultimate Goal of RSB:

- What % the City should ultimately target for the RSB
- Mandatory vs Voluntary
- Any other items for consideration

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: November 6, 2017

Item Title: Garland Housing Finance Corporation Board Update

Summary of Request/Problem

Chris Luna and John Jacobs will provide Council with an update on the Garland Housing Finance Corporation Board.

Recommendation/Action Requested and Justification

Information only.

Attachments

Garland Housing Finance Corporation Presentation

Garland Housing Finance Corporation

Status Update: November 6th, 2017

Overview:

- Describe GHFC Mission & History
- Update on Programs and Services
- Discuss Future Plans & Programs

GHFC MISSION

The mission of the Garland Housing Finance Corporation is to provide affordable housing in Garland, Texas. We further this mission through down payment and closing cost assistance, neighborhood awards, affordable senior & multifamily housing, issuance of bonds and direct ownership.

The programs we offer are designed to increase affordable housing opportunities while strengthening the community. Our Board of Directors is comprised of 5 volunteer residents of Garland appointed by the Garland City Council.

Management Board- Organization Chart

Chris Luna	Chris Liebrum	Delores Elder - Jones	Hector Cardenas	Dale Adams
President	Vice President	Secretary	Treasurer	Board Member

JOHN DAVID JACOBS	DAVID PETRUSKA	TIM NELSON, Hilltop Securities, Inc
Executive Director	Legal Counsel	Financial Advisor

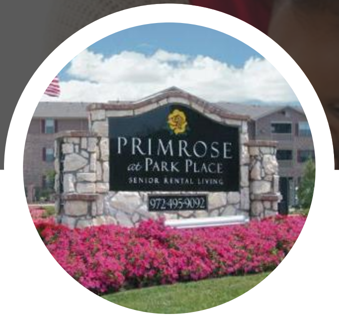
Products and Services

- Homebuyer Programs
  1. Single Family Housing Initiative
  2. Mortgage Credit Certificate (Tax Credit) Program
  3. Down Payment Assistance Program
  4. Homebuyer Education

- Neighborhood Improvement Grant Program
  - Grant Between $1,000 - $5,000
  - Offered to HOA's, Neighborhood Associations, & Similar Groups
  - Grants For Capital Projects and Leverage Matching Funds
  - Application Online at www.garlandhfc.org/hoa

- Multifamily Programs
  - Ownership and Financing of Affordable Multifamily Developments
  - Affordable Senior Living

Multifamily Developments



Primrose at Park Place

Quality, Affordable Senior Living

204 UNITS

HomeTowne Garland

Quality, Affordable Senior Living

168 UNITS

Garland City Square

Adaptive Reuse Multifamily

126 UNITS

Enclave at Firewheel

Multifamily Rental Development

271 UNITS

Single Family Housing Initiative

Launched Two Years Ago to Celebrate 25 Years of Service to Garland

Construct/Rehabilitate 25 SFR Homes Within 5 years

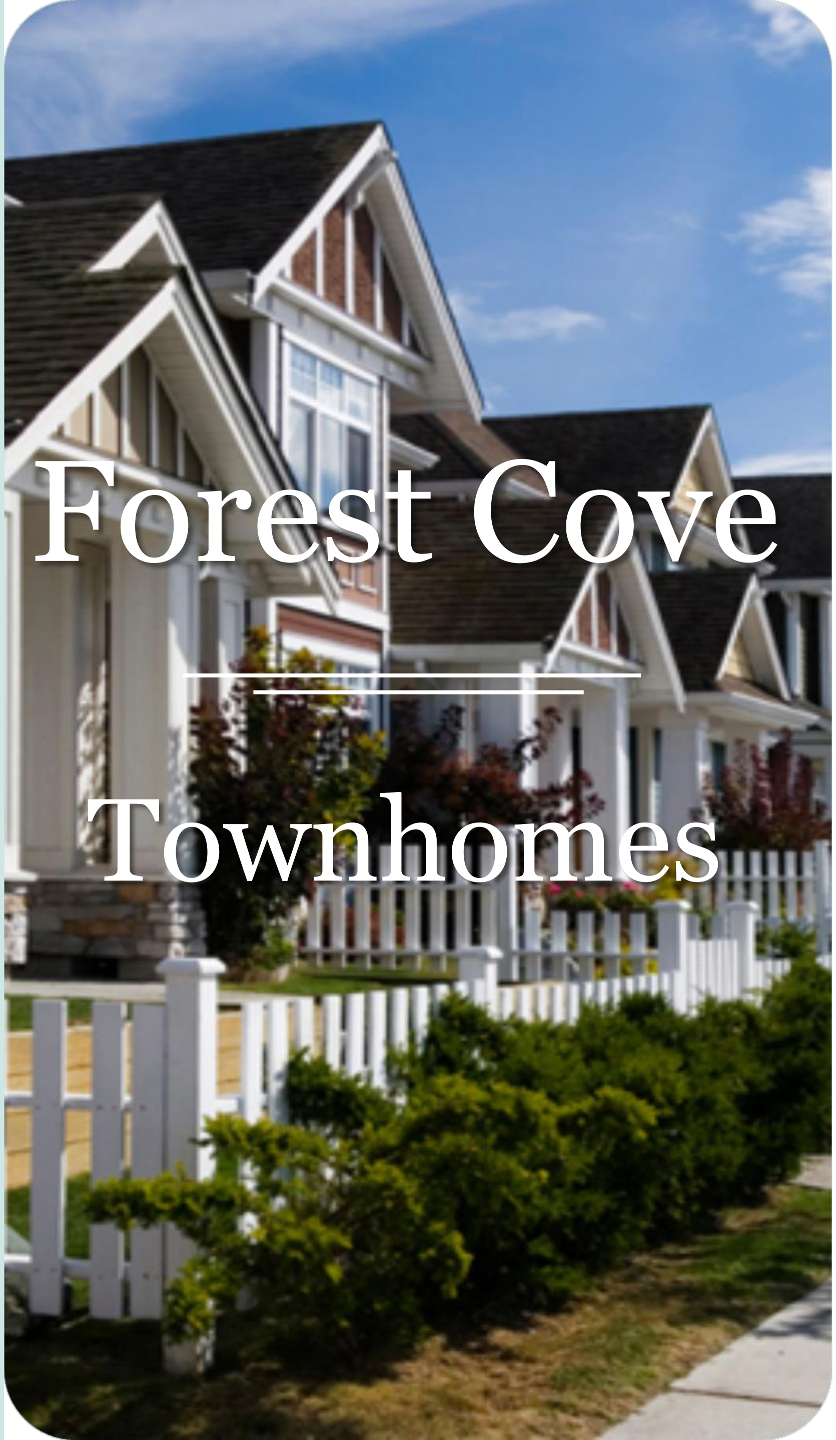
Designed to Assist Families With the Dream of Home Ownership

Nearing Completion of 3rd Rehabilitated Home

All Homes Offered with Mortgage Credit Certificate & Down Payment Assistance

In the Planning Phase of 20 Residential Infill Lots

Forest Cove Townhomes



01

Floodplain Reclamation

Worked with COG Engineering to complete FEMA LOMR-F to remove land from floodplain

02

Land Bank Phase

Held & maintained property in Land Bank Program

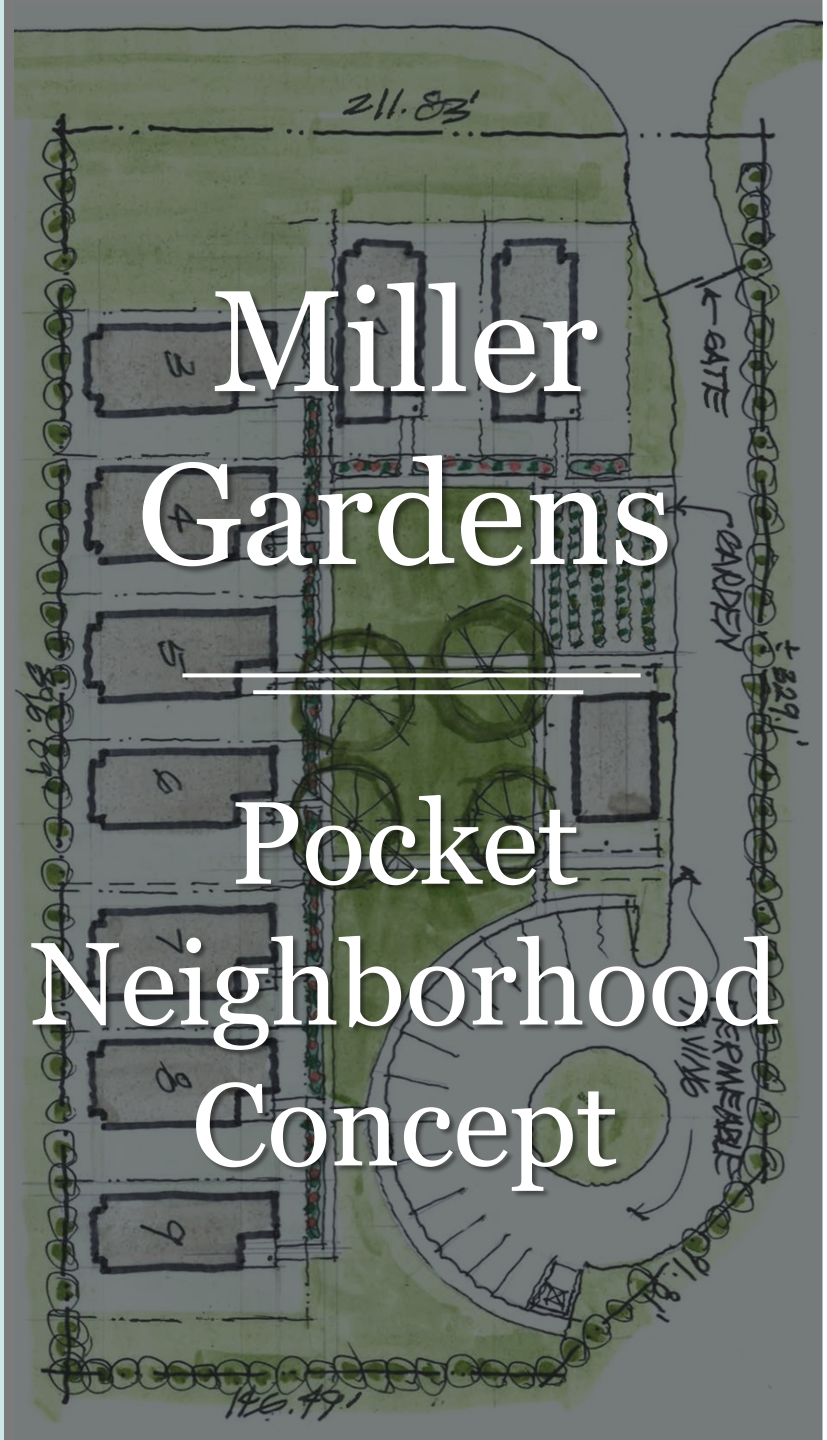
03

Redevelopment Phase

Redevelopment of 10 quality, affordable townhomes offered for sale with DPA

Miller Gardens

Pocket Neighborhood Concept



01 Acquisition & Demolition Of Blighted Property

Partnership with city utilizing HUD NSP Funds

02 Land Bank Phase

Held & maintained property in land bank program

03 Redevelopment Phase

Redevelopment of 9 Single Family Residential homes offered for sale with DPA

Garland Housing Finance Corporation

For More Information, Please Visit:

WWW.GARLANDHFC.ORG

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: November 6, 2017

Item Title: GDC Amendments Discussion

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Staff will brief the City Council on several proposed Garland Development Code (GDC) amendments. The amendments to be discussed include:

Chapter 2, Section 2.17 regarding Specific Use Provisions.
Chapter 6, Section 6.03 regarding the definition of "Coverage."

Staff will also update the Council on off-street parking lot material requirements.

Recommendation/Action Requested and Justification

Unless otherwise directed by the City Council, staff will proceed with bringing forward the GDC amendments through the Plan Commission and City Council for formal hearings and approval.

Attachments

GDC Amendments Presentation

GDC Amendments Discussion

City Council Work Session
November 6, 2017

GARLAND
TEXAS MADE HERE

LOT COVERAGE

Background

Proposal:

"COVERAGE: The percent of a lot or tract covered by the first floor or the largest floor of a building or structure, whichever is larger, including but not limited to all covered porches, patios, garages, and accessory buildings. Unsupported roof overhangs and other allowed architectural projections are excluded from coverage computation."

SPECIFIC USE PROVISIONS

Purpose of SUP's

Proposal: Tie previously approved, pre-GDC, Specific Use Provisions to the land rather than to individuals/names. City Attorney's Office has drafted language accordingly.

PARKING LOT PAVING

Current GDC requirement:

(E) **Materials.** All parking for land uses and buildings, including required parking and any additional parking that are provided on- or off-site, must be constructed of concrete (in accordance with the City's *Technical Standards*). Other paving materials for parking areas may be proposed for non-required parking using the alternative compliance process outlined in Article 1, Division 2 of this Chapter 4.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: November 6, 2017

Item Title: Skate Park Timeline

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

At the request of Mayor Douglas Athas, staff will provide a timeline of public meetings and/or public input related to a Skate Park.

Recommendation/Action Requested and Justification

Information only

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: November 6, 2017

Item Title: Image Management Initiative Update

Submitted By: Becky King, Managing Director

Summary of Request/Problem

Staff will present an update on the status of the Image Management Initiative.

Recommendation/Action Requested and Justification

No action needed.

Attachments

Image Update Presentation

GARLAND
TEXAS MADE HERE

Image Management Initiative

Nov. 6, 2017

City Council Update

Image Management Initiative -- Background

- **Priority:** Supports the City Manager's Strategic Priority to 'Grow the Economic Base'

- **Goal:** to increase the competitiveness of Garland as a place to reside, visit, invest and do business

- **Rationale:** Unfounded negative perceptions and a less than positive general regard for Garland is hampering the long-term growth of the city.

Image Management Strategy Areas

- An Image Management Strategy must build a foundation that maximizes our chances for success by:
  - prioritizing efforts that promise *meaningful and lasting results*,
  - recognizing that some short term wins are crucial for building momentum and buy-in; and
  - addressing all of these areas, not just marketing:

1. Identity / Branding
2. Publicity / Marketing
3. Partnerships / Relationships
4. Physical Experience
5. Quality of Life Reputation
6. Events Programming
7. Civic Pride and Engagement

Identity/Branding

- Pryo marketing study
- Downtown as a Destination
  - Creating identity through signage and décor
  - GDBA partnership

Identity/Branding

- On the Horizon
  - Continue efforts to eradicate old logos
  - Incorporate Garland brand and Pyro marketing plan elements into City operations and community messaging

Publicity/Marketing

TEXAS
LIFESTYLE MAGAZINE

Non-stop Weekend Fun in Garland

by Marika Flatt *on* July 18, 2017 *in* Travel,

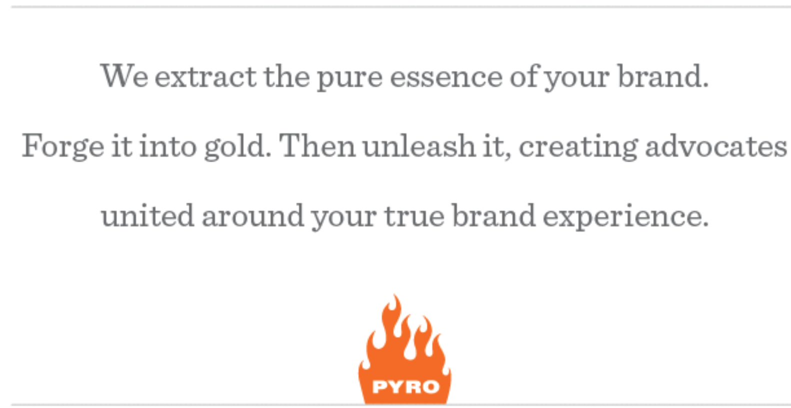
Garland, a northeastern suburb of Dallas, boasts the slogan "Texas Made Here." If you're wondering what that means — why not head on up for a visit? Get to town before 7 and

Publicity/Marketing

Publicity / Marketing

Publicity/Marketing

- Scope of Services
  - Marketing audit
  - Market positioning workshops
  - Creative services for advertising campaign
  - Marketing Plan



Publicity/Marketing

- On the Horizon
  - Pyro to present marketing plan at Council Retreat
  - Launch new advertising campaign
  - Continue earned media push
  - Initiate efforts to solidify the identity and preferred marketing strategy for Downtown as a destination

Partnerships -- Realtor Outreach

GARLAND

Partnerships -- Realtor Outreach

GARLAND SPOTLIGHT

Real Estate News for the Metroplex

GARLAND ANNOUNCES NEW $1 BILLION DATA CENTER CAMPUS DEAL WITH CALIFORNIA-BASED DIGITAL REALTY

Garland, Texas is quickly becoming a preferred hub for data center investment in the Dallas-Fort Worth Metroplex. This month, industry leader Digital Realty has agreed to build a $1 billion data center campus on 47.5 acres in Garland. It will be the single largest project in the city's history and one of the largest in North Texas, rivaling recent centers built by Facebook and CyrusOne.

Digital Realty, the world's largest colocation and wholesale data center provider, made the major Garland investment decision for many reasons, including a strategic location, access to quality infrastructure and ability to partner long-term with the city's locally operated electricity provider, Garland Power & Light.

The announcement arrives following another major data center investment decision in Garland. Last year, RagingWire Data Centers began a $389 million data center campus in the President George Bush Turnpike (PGBT) Corridor. RagingWire's planned multimillion-dollar campus, which is near the new Digital Realty site, has just completed approximately 200,000 sq. ft. of the anticipated 1,000,000 sq. ft. build out.

Read on to learn more about Digital Realty's billion-dollar investment or contact David Gwin, Director of Economic Development, for more information.

GARLAND TEXAS MADE HERE

Contact Us!

Recipients

278 - Commercial Real Estate

614 - Residential Real Estate

Partnerships

- On the Horizon
  - Continue development of new outreach programs with realtors
  - Continue to look for partnership opportunities with GISD, Chamber, business leaders

Physical Experience

- Increased emphasis on maintenance
  - More than doubled funding for streets
  - Restored lost maintenance funding for parks, libraries, facilities
  - Clean Up. Paint Up. Fix Up

GARLAND

Physical Experience

- Increased emphasis on beautification, branding, and wayfinding
  - Wayfinding Program expansion
  - Neighborhood Vitality Bond projects

- Increased emphasis on CIP projects' contributions to appearance of the community

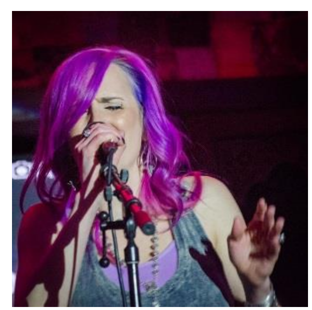
Physical Experience

- On the Horizon
  - CIP review
  - Wayfinding Committee service enhancements
  - Begin development of a long term maintenance strategy to bring all parks up to a minimum quality standard

Quality of Life Reputation

- Quality of Life indicators and perceived "lack of things to do"
- Research to understand/ improve our performance on ranking lists
  - DCI draft report just received

Urban Air Trampoline Park



Quality of Life Reputation

- On the Horizon
  - Focused effort to promote quality of life assets
  - Study specific lower-performing data points to determine what changes might positively influence our performance

Events Programming

Events Programming

- On the Horizon
  - Analyze existing event portfolio and strategize future events to support Image mission and goals
  - Continued emphasis on earned media coverage

Civic Pride and Engagement

Average Engagement

- 57% Share Rate
- 50% Open Rate
- 3,846 Impressions

- Voting Open Until Nov. 17
- EngageGarlandTX.Mindmixer.com

Civic Pride and Engagement

- On the Horizon
  - Grow #GarlandProud activities
  - Promote “A Garland Story”
  - Engage Garland platform

Conclusion

- Encouraging, sustained progress
- Primary emphasis of next reporting period:
  - Continued development of realtor partnerships
  - Launch of advertising campaign
  - Integrate brand and marketing plan elements into City operations and messaging

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: November 6, 2017

Item Title: Council Initiatives

Summary of Request/Problem

By combining Envision Garland, Current Council Initiatives, and the City Manager's Initiatives for FY 2017-18, staff has identified ten Vision Goals which are designed to steer the City towards realizing Garland's desired future. Each of the ten Vision Goals below represent a statement describing the Garland community in 2025.

VISION GOALS

(A) A Growing Economic Base
(B) A Commercially Thriving Downtown
(C) Well Maintained City Infrastructure
(D) Amenities, Arts and Events that Add to the Quality of Life
(E) Safe
(F) Vibrant Neighborhoods and Commercial Centers
(G) Reliable, Cost Efficient Utility Services
(H) Customer Focused City Services
(I) Well Established Governance
(J) City Organization that is Preparing for the Future

The *Vision Goals* are not limited to the ten above but rather allows for additional goals to be added at any time.

Within each *Vision Goal, Strategies* have been identified to move Garland towards the realization of the goal. Within the *Strategies* are *Projects* that are being undertaken to help activate and achieve the strategy. From these items, staff will compile a strategic plan that can be easily monitored, tracked, and updated. Furthermore, a Portfolio Manager position is being created from an existing position that will allow for more active and timely management of strategies and projects.

The City Council is being asked to provide input by doing the following:

1. Provide general feedback on the approach.
2. Review the attached *Vision Goals*, *Strategies*, and *Projects* for understanding and ask for clarification if needed.
3. Complete a priority ranking that will be sent by email to reach City Council Member.

Once the priority scoring sheets are returned, staff will compile a consolidated priority listing and bring that back to Council for review and edits. Once there is agreement on priorities, the Portfolio Manager will work with the departments involved to prepare appropriate time lines and milestones.

Recommendation/Action Requested and Justification

Information only.

Attachments

Pending Projects Master Listing

CITY OF GARLAND
VISION GOALS
FY 2017-18

			Lead Department
(A) A GROWING ECONOMIC BASE			
A1	**Evaluate Future Bond Program for ED Redevelopment Funding and Other**		CMO/Finance
A2	**Establish Redevelopment Strategy, Process, Plan and Funding**		CMO
A3	**Enhance Accessibility Through Regional Transportation Projects**		
	(a)	I-635 expansion	Transportation
	(b)	I-30 reconfiguration	Transportation
	(c)	Realignment of SH 78	Transportation
A4	**Industrial Attraction and Redevelopment**		Economic Dev
A5	**Redevelopment of Target Areas**		
	(a)	Hospital District Redevelopment	OSI/Planning
	P1	Creation of TIF District - research, present to Council, go/no go	OSI/Planning
	(b)	I-30 Corridor Development/Redevelopment	Planning
	P1	Implementation of Catalyst Study - Rosehill/I-30	Planning
	(c)	S Garland Avenue Redevelopment	Planning
	P1	Catalyst Study - S Garland Ave Task Force	Planning
	P2	Redevelopment of HyperMart site	Planning/Econ Dev
	(d)	Easternhills Former Country Club Site Redevelopment	Planning
A6	**Image Enhancement Campaign**		
	P1	Realtor and Commercial Broker - forums to promote Garland	Public Media/OSI
	P2	Launch new online image campaign and marketing plan	Public Media/OSI
	P3	Promotion of "earned" media coverage	Public Media/OSI
	P4	Promote civic pride through #GarlandProud and other	Public Media/OSI
	P5	Review and address physical appearance in high impact areas	Public Media/OSI
(B) A COMMERCIALLY THRIVING DOWNTOWN			
B1	**Downtown Redevelopment (Continuation)**		
	P1	Infrastructure assessment	Engineering
	P2	Downtown Plaza - design and construction	Planning
	P3	Walnut Street Pedestrian Corridor - redesign and construction	Parks
	P4	DART station advertising	OSI
	P5	Disposition or repair of Tinsley-Lyles House	OSI
B2	**Downtown TIF - Program Available Funds**		
	P1	Recommendations from Garland Downtown Business Association	OSI

(C) WELL MAINTAINED CITY INFRASTRUCTURE		
C1 Improve Street and Allies Conditions- Target 85-90 PCI		
P1	Operationalize addition $5.0 million - total funding $25 million	Streets
P2	Implementation of Street Dept operational improvements - study	Streets
C2 Increase CIP Completion Rate		
P1	Implementation of Engineering Dept improvements from study	Engineering
P2	Formation of citywide CIP project management function	CMO
C3 LED Street Light Conversion		GP&L
C4 Sidewalk Replacement Program Review		Community Svs
(D) AMENITIES, ARTS, AND EVENTS THAT ADD TO THE QUALITY OF LIFE		
D1 Parks Long-Term Master Plan		Parks
D2 Create Active Events Venue		Parks
P1	Reorganization of events staff and CVB funding	CMO
P2	Develop and adopt City Council events policies	Parks
P3	Plan and implement events calendar (emphasis on downtown)	Parks
D3 Park Improvements and Amenities		
P1	Sachse Parks Pals - finalize proposal for shared dog park	Parks
P2	Dog Park - concept, design and construction	Parks
P3	Skate Park - concept, design and construction	Parks
P4	Windsurf Bay Park - options	Parks
(E) SAFE		
E1 Fire and Injury Prevention Program		
P1	Promotion / installation of 10 yr sealed battery smoke detectors	Fire
P2	Deliver injury prevention programs in the community.	Fire
E2 Fire All Hazards Specialty Training		Fire
E3 Fire - Service Level - Deployment Model Evaluation		Fire
E4 Police - Combat Gang Activity		Police
E5 Police - Big Box Retail Theft Program - For Minor Offenses		Police
E6 Police - Homeless and Mental Health Initiative		Police
P1	Panhandling Ordinance	Public Safety Committee
E7 Transportation - Safety Enhancements to School Zones		Transportation

(F)	**VIBRANT NEIGHBORHOODS AND COMMERCIAL CENTERS**	
F1	**Evaluate Home Improvement Incentive Program**	Development Svs Committee
F2	**Residential Redevelopment Program**	Housing and Community Svs
F3	**Review Public Street Parking**	Community Svs Committee
F4	**Commercial Façade Improvement Program**	Development Svs Committee
F5	**Utilize BI/Code Task Force to Improve Commercial Centers**	Building Inspection
(G)	**RELIABLE, COST EFFICIENT UTILITY SERVICES**	
G1	**Complete Implementation of Citywide Single Stream Recycling**	Environmental Svs
G2	**Pursue NTMWD Water Rates that Reward Conservation**	CMO/Legal
G3	**TMPA Disposition or Operational Strategy**	GP&L
(H)	**CUSTOMER FOCUSED CITY SERVICES**	
H1	**Digital Governance Initiative - Online City Services**	Information Tech
H2	**Upgrade of Utility Billing Software and Services**	Customer Svs/IT
(I)	**WELL ESTABLISHED GOVERNANCE**	
I1	**Charter Review and Election**	Legal/City Sec
I2	**Board and Commission Review**	
	P1 Boards and Commission - build qualified candidate pool	Admin Services
	P2 Boards and Commissions - approved expenditures, funding, term limits	Admin Services
	P3 Combine Electrical and Plumbing Board	Admin Services
I3	**Evaluate Impacts of Adjusting Senior Property Tax Exemption**	Admin Services
I4	**Create City Council On-Line Message Board**	Information Tech
I5	**Changes to GDC Based on Issues Discovered After Adoption**	Planning Department
I6	**Sign Ordinance Rewrite**	Legal
I7	**Consider Creation of Infrastructure Council Committee or Dedicated Meetings**	Mayor/Council

(J) ORGANIZATION THAT IS PREPARING FOR THE FUTURE

J1		**Establish Required Training for Managers and Learn Management System**	Human Resources
	P1	Establish city-wide on-line and classroom (LMS) - pending pilot project	
	P2	Establish a tiered "required" management training program	
J2		**Expand Employee Recruitment Efforts and Minority Outreach**	
	P1	Promote COG employment opportunities through social media	Human Resources
	P2	Participate in "Best Places to Work" challenges	Human Resources
	P3	Develop marketing videos of COG employees at work	Human Resources
	P4	Expand employment outreach to community youth - internships and other	Human Resources
	P5	Spring Break Fire Ops 101 for college students w/ emphasis on minorities	Fire
	P6	Police - Youth Police Academy w/ emphasis on minorities	Police
J3		**Develop Retirement Stability Benefit (RSB) for Civil Service Employees**	Finance/HR
	P1	Establish plan design and polices for RSB	
	P2	Roll out RSB to civil service employees	
J4		**Employee Healthcare Plan Structural Improvements**	Human Resources
	P1	Evaluate remaining recommendation from Health Insurance Task Force	HR/Risk
J5		**Upgrade and Integrate City Finance Related Systems**	Information Tech
	P1	Finance System	
	P2	HR/Payroll System	
	P3	Budgeting and Forecasting System	
	P4	Purchasing System	

Other Miscellaneous Items

O1	Good Samaritan - needs related to site and location	CMO
O2	Garland Strong closeout	Bollinger

Lead Department represents department with primary responsibility for strategy and project. Numerous other departments may be intensely involved in the planning and fulfillment of the item.

GARLAND

City Council Work Session Agenda
Meeting Date: November 6, 2017
Item Title: Boards and Commission
Submitted By: Rene Dowl, City Secretary, City Secretary

Summary:
Mayor Douglas Athas

- Wayne Dalton - Planning and Zoning Commission

Attachments

Wayne Dalton

CITY OF GARLAND RECEIVED SEP 26 2017 CITY SECRETARY

GARLAND

TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 9-6-17

Name: Edwin "Wayne" Dalton Phone: [redacted] (Home)

Address: 1309 Peaceway Phone: [redacted] (Other)

City, State, Zip: Garland Tx 75043 Email: [redacted]

Resident of Garland for 14 years Resident of Texas for 71 years

Dallas County Voter Registration Number ____ Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

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

Prior P+Z 8 years - 1st Vice Chair
Extensive Technical Knowledge & Construction experience

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

P+Z 2009-2017
Utility Advisory board 2007-2008

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

What is your educational background?

Some College
Technical School

What is your occupational experience?

Fire Alarm Planning Superintendent (State License)
NICET Level III Certified Engineering Technologist
40 Plus year involved in Sound & Communication

I hereby affirm that all statements herein are true and correct. ____ Signature of Applicant

Board or Commission of first, second, and third choice: TIF - South

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Youth Council **	X Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plumbing and Mechanical Codes Board
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Electrical Board		

*** Plan Commission members must live in district** ** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due___

Utility Account Status Current___ Past Due___

CSO Suit/Claim Filed Yes___ No ✓

Clerk Signature & Date 9/27/17

Date Appointed ____

Appointed By ____

Date Notified ____

Disclosure Form Filed ____

Revised 03/2017