



GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Monday, October 18, 2021
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.

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

https://garlandtx.zoom.us/webinar/register/WN_0H3SQeXRTKyomnUS4AV-7A

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

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

346-248-7799
470-250-9358
470-381-2552

The Meeting ID is: 825 9031 3848

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

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

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

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

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

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

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

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

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

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. Development Agreement with Draper Garland, LLC for Draper Garland Subdivision

Council is requested to consider authorizing the City Manager to execute a development agreement between the City of Garland and The Draper Garland, LLC for the development of a certain 4.646 acre tract of land located on South Garland Avenue and Rodando Drive, between Wilson Street and Avenue B, pursuant to Planned Development Ordinance No. 7209. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 9, 2021 Regular Meeting.

b. Rick Oden Park Signage

Council is requested to confirm staff direction on the naming of the new facilities in Rick Oden Park, which include the baseball field, the entry plaza for the baseball field and the skatepark. Unless otherwise directed by Council to do otherwise the baseball field will be named Marion D. Williams, IV, the entry plaza will be named Rick Oden Park and the skate park will be named Garland Skate Park.

c. Use of Narcotic Seizure Funding for Police Rifle Plates

Council is requested to approve the use of narcotic seizure funds for the purchase of 270 lightweight hard armor rifle plates in the amount of \$71,280. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 9, 2021 Regular Meeting.

d. Annual Review and Affirmation of Investment Strategy and Policy

To meet the requirements of the Public Funds Investment Act, Council is requested to approve the City Council Investment Strategy and Policy with no changes. This item will be scheduled for formal consideration at the October 19, 2021 Regular Meeting.

e. Vision Energy Consultants, Inc. Agreement

Council is requested to consider a revised agreement with Vision Energy Consultants, Inc. whose president is Ray Schwertner. This is a one-year agreement for governmental affairs consulting services. This item will be scheduled for formal approval at the October 19, 2021 Regular Meeting.

4. Verbal Briefings:

a. DART Update

Council will be updated on DART's services, activities, programs and projects within Garland by DART Board Representative Jonathan Kelly.

b. COVID-19 Briefing

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

c. Redistricting

Council is requested to review the draft options of the City Council redistricting boundaries. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 9, 2021 Regular City Council Meeting.

d. Consider Garland Cultural Arts Commission Inc. Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement

Council is requested to approve the 2021-2022 budget of the Garland Cultural Arts Commission, Inc. (GCACI), sub-grant recipients and authorize the City Manager's execution of the "Hotel Occupancy Tax Program Management Agreement" between the City of Garland and the GCACI that would include \$155,230 in revenues, which support cultural arts in Garland. This item is scheduled for formal consideration at the October 19, 2021 Regular Meeting.

e. Water Meter Key Distribution Program

Staff will provide an update to Council regarding the Water Meter Key Distribution Program as discussed by Council after the February winter storm.

f. 2022 Scheduling of Council Meetings

Council is requested to review and discuss, if needed, changes to the City Council meeting dates for 2022 as presented in the attached schedule. The final calendar will be brought back for formal adoption at the November 9, 2021 Regular Meeting.

g. American Rescue Plan Act (ARPA) Project List and Funding Discussion - Final Direction from Council

Council will give final direction on the proposed American Rescue Plan Act (ARPA) project list. This item is scheduled for formal consideration at the October 19, 2021 Regular Meeting.

h. Use of Video Technology for Remote Attendance by Council Members

At the request of Council Member Rich Aubin and Mayor Scott LeMay, staff has been asked to brief Council on the requirements and the feasibility of Council Members participating by video technology in Work Session and Regular Meetings held in person.

5. Announce Future Agenda Items

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

6. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: October 18, 2021

Item Title: Development Agreement with Draper Garland, LLC for Draper Garland Subdivision

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Growing Economic Base
Commercially Thriving Downtown
Well-Maintained City Infrastructure
Vibrant Neighborhoods and Commercial Centers

ISSUE

Council is requested to consider authorizing the City Manager to execute a development agreement between the City of Garland and The Draper Garland, LLC for the development of a certain 4.646 acre tract of land located on South Garland Avenue and Rodando Drive, between Wilson Street and Avenue B, pursuant to Planned Development Ordinance No. 7209.

OPTIONS

1. Council may follow staff's recommendation for authorizing execution of the agreement with the aforementioned Developer;
2. Return the item to staff for further review and discussion; or
3. Do not authorize the execution of the agreement with the Developer.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 9, 2021 Regular Meeting.

BACKGROUND

On February 22, 2021, the City Council passed Ordinance No. 7209, whereby the Garland Development Code was amended by approval of 1) an Amendment to Planned Development District 14-23 for Downtown District Uses and Mixed uses; 2) a Specific Use Provision to allow a Drive Through Service; and 3) a Detail Plan for Downtown District Uses and Mixed Uses on a 4.646 acre tract of land, located on South Garland Avenue and Rodando Drive, between Wilson Street and Avenue B. This development is defined by 155 multifamily units on one lot, 30 multifamily units, retail, and commercial on the second lot (currently Chase Bank building), and green/open-space with pedestrian amenities.

The Developer approached the City requesting to abandon five utility easements to optimize the

lot layout and create a more efficient use of the land. The City and Developer negotiated the attached Development Agreement establishing commitments of both parties for a successful development.

In the attached agreement, the Developer agrees, at his expense, to remove and relocate any and all utilities in the existing utility easements, including active 6, 8 and 10-inch sanitary sewer lines, and dedicate new utility easements on the subdivision plat, as a condition of the City granting the abandonments. The City agrees to abandon five utility easements to facilitate the proposed development. The abandonment would allow for a more efficient use and layout of the proposed subdivision for multifamily, retail, commercial, and a green/open space area as provided for in Ordinance No. 7209.

CONSIDERATION

1. Council action is required to authorize the City Manager to execute the Development Agreement with The Draper Garland, LLC.
2. The Development Agreement has been reviewed by the City Attorney's Office.

Attachments

Development Agreement
Location Map

**DEVELOPMENT AGREEMENT BETWEEN
THE DRAPER GARLAND LLC AND THE CITY OF GARLAND, TEXAS**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed effective as of _____, 2021, by and between The Draper Garland LLC, a Texas limited liability company ("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 is the owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of 4.646 ± acres in the William Bassell Survey, Abstract No. 156 and portion of Rio Linda Subdivision, City of Garland, Dallas County, Texas, as more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, City is the owner of certain existing public easements, generally located between Wilson Street and Avenue 'B', and between Rodando Drive and South Garland Avenue, City of Garland, Dallas County, which are more particularly described in Exhibit "A" ("Easements") (collectively, "Easements");

WHEREAS, the Easements are located within and make up a portion of the Property;

WHEREAS, Developer has submitted a working plat and engineering plans for the development of an apartment community, consisting of at least 155 residential units on 2 lots on the Property in the subdivision to be known as The Draper Garland ("Development"), which for the enhancement and benefit of the Development and the City necessitates (1) the abandonment by the City of the Easements, and (2) the construction and completion of certain public right-of-way improvements by Developer, including but not limited to (i) the relocation of sanitary sewer utilities from the existing Easements to another location upon, or within, the Property, and (ii) the design and construction of improvements in and along Rodando Drive (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 Easements Area, which are necessary for the completion of the Development in accordance with the working plat and engineering plans;

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, comprised of the Easements Area.
2. "Agreement" is defined in the recitals.
3. "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. "Party" and "Parties" are defined in the introductory paragraph.
9. "Public Improvements" is defined in the recitals.
10. "Property" is defined in the recitals, and more particularly described in attached Exhibit "A", which is incorporated herein by reference for all purposes.
11. "Easements" is defined in the recitals, and more particularly described in attached Exhibit "A", which is incorporated herein by reference for all purposes.

B. Developer's Obligations.

1. **Abandonment of Easements Area.** Parties acknowledge that the Development necessitates the abandonment of public easements. Developer agrees to perform, or cause to be performed, the following:
 - a. **EASEMENTS.**
 - i. In exchange for the abandonment of the Easements, Developer will plat the Property and dedicate such rights-of-way and public easements on the plat reasonably necessary to serve the Development. Developer acknowledges and agrees that the County

Clerk recording information of the Easements abandonment instrument must be included and shown on the final plat, prior to consideration by Plan Commission of the City of Garland and issuance of a Building Permit at the discretion of the City Building Official;

- ii. Developer shall secure written authorization from all utility companies that currently have utility facilities located within the Easements, if any, to relocate any facilities impacted by the Development, as well as secure written consent to the new facility location, in accordance with all 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.
 - iii. **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 "EASEMENTS" OR THE RELOCATION OF ANY UTILITIES.**
- b. Developer agrees to provide, at its sole cost and expense, the legal descriptions and exhibits, including any and all County Clerk filing and recording fees, for all conveyance instruments.
 - c. 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. **License Agreement.** Developer hereby agrees to abandon any rights, title, or interests obtained pursuant to that certain license agreement of the 9th day of May 1988, between the City of Garland, Texas, and Katherine T. Bell, Barbara Bell Packer, and Betty Bell Muns, recorded in Volume 88117, Page 3446 of the Real

Property Records of Dallas County, Texas. Developer agrees to record a release abandoning any interest or control it may have, if any, as a result of the aforementioned license agreement.

3. **Public Improvements.**

- a. As a part of (i) its consideration to induce the City into abandoning the Easements, (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 Public Improvements, including but not limited to the relocation of any and all utility facilities, which are more particularly described and detailed in Exhibit C, 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 all City Requirements.
- c. Developer shall construct, or cause to be constructed, the Public Improvements in accordance with the Preliminary and Final plats, engineering plans, design and construction documents, and all 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 all 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.

C. City's Obligations

1. Upon review and approval of the preliminary plat of Draper Garland, by the Plan Commission of the City of Garland and subject to the provisions contained herein, the City agrees to abandon and convey to Developer all of its interests, of whatever nature, in any public Easements located within the Property.
2. Upon the City's approval of the preliminary plat and Public Works and Site Civil Construction plans, the City shall release approval of the Site Permit for the project

for the demolition necessary on the project site and construction of the site civil specific items (i.e., site grading and construction of wastewater, water, and drainage infrastructure). Upon the City's acceptance of the relocated public wastewater main on the subject property, the developer shall submit the Final Plat for review and approval by the Plan Commission of the City of Garland. The building permit for the Development shall not be released until the Final Plat has been recorded by Dallas County.

3. City agrees to convey the Easements to Developer, as-is where-is with no warranties, upon, (a) relocation of existing utilities within the Easements to the location approved by the City upon and within the Property, and (b) the Engineering Department of the City issuing a conditional letter of acceptance of the newly constructed sanitary sewer improvements, 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.
 4. Parties agree that in the event that construction of the Public Improvements has not been completed and accepted by the City within 2 years of the effective date of this Agreement then the Developer shall be in material default of this Agreement. If such as default occurs, Developer agrees to convey the Easements back to the City within 60 days of the City sending Developer written notice of the default.
- 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.

- 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2021.

THE CITY OF GARLAND, a Texas home-rule municipality

By: _____
Name: _____
Title: _____

THE DRAPER GARLAND, LLC,
a Texas Limited Liability Company

By: _____
Brandon Bolin
Chief Executive Officer

Date Executed: _____

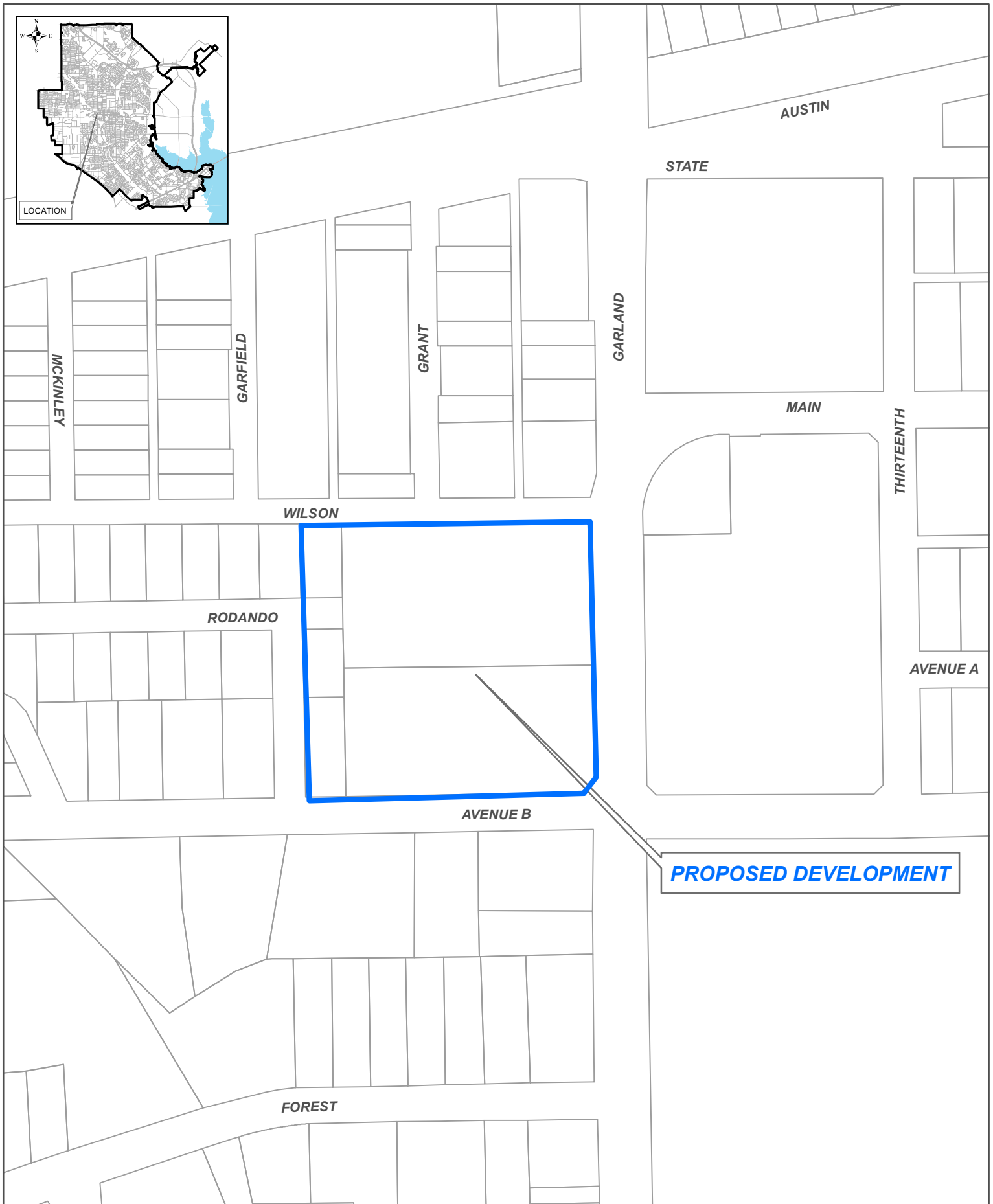
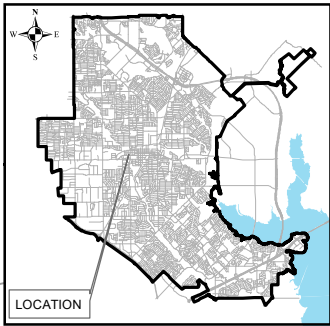
EXHIBIT "A"

Being those certain easements and Affidavit of Limitation as described in the following instruments and recorded in the Official Public Records of Dallas County, Texas:

1. 10' Easement across the north end of Lot 2, Block C, of Rio Linda Subdivision, Volume 10, Page 435;
2. Easement from Garland Bank and Trust Co. to the City of Garland, Texas, Volume 593, Page, 1418;
3. Easement from J.R. Sebastian, et al to the City of Garland , Texas, Volume 2188, Page 386;
4. Easement from E.R. Crenshaw and Mary Crenshaw to the City of Garland, Texas, Volume 2189, Page 203;
5. Easement from Lonnie Hart and wife Sylvia Hart to the City of Garland, Texas, Volume 2567, Page 172;
4. Affidavit of Limitation from Harold McClung to the Public, Volume 662, Page 912.

EXHIBIT "B"

EXHIBIT "C"





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. b.

Meeting Date: October 18, 2021

Item Title: Rick Oden Park Signage

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

This item is to confirm staff direction on the naming of new facilities within Rick Oden Park which include, the baseball field, the entry plaza for the baseball field and the skatepark. The City Council expressed a desire to name the baseball field after "Marion D. Williams, IV" to honor the City's commitment to name a championship baseball field at Tuckerville Park after the Williams family. Thuckerville Park is now planned to be a new tennis and pickleball complex. Staff proposes to include the name "Marion D. Williams, IV" on the scoreboard behind the outfield fence. The name on the entry plaza for the baseball field is proposed to be named "Rick Oden Park". Additionally, staff proposes to name the skatepark "Garland Skate Park" to be displayed within the metal archway of the entry pavilion for the skate park. Unless otherwise directed, staff will proceed as noted above.

Recommendation/Action Requested and Justification

Requested Council actions:

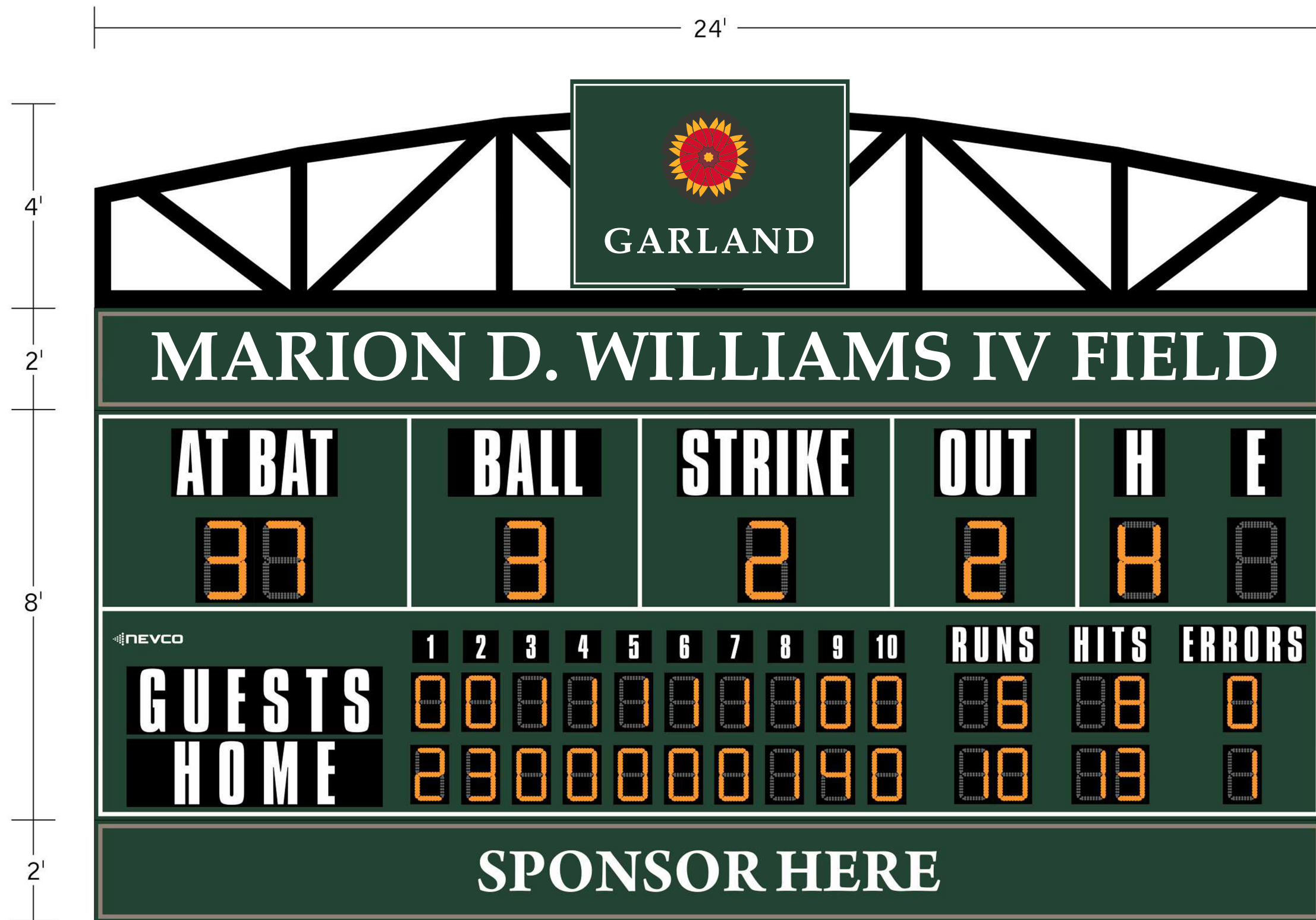
1. Concurrence with the proposed facility names and the manner in which the names are displayed, or
2. Modification of the proposed facility names and the manner in which the names are displayed.

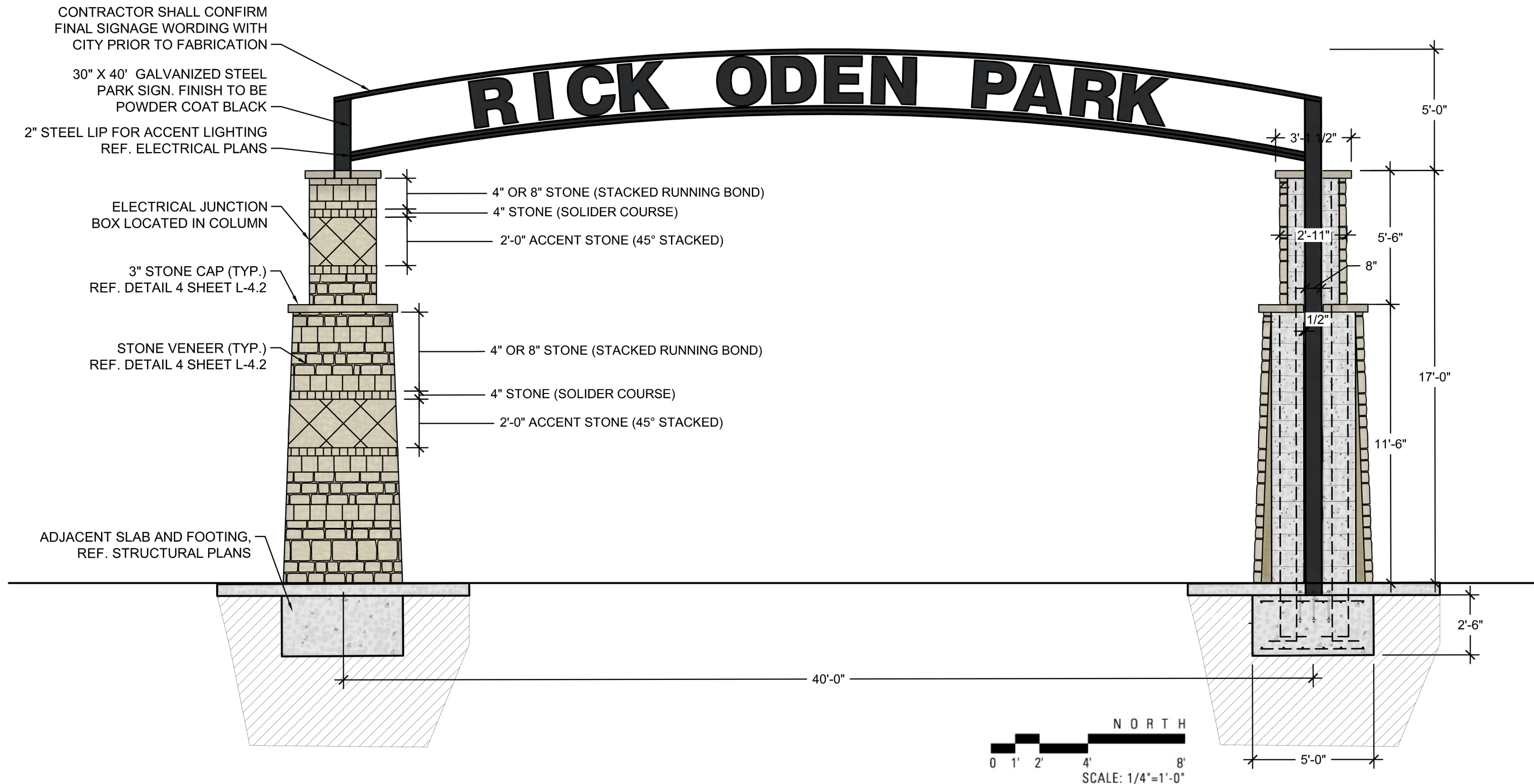
Attachments

Marion D. Williams IV

Rick Oden Park

Garland Skate Park





RICK ODEN PARK
GARLAND, TEXAS

BASEBALL MONUMENT SIGNAGE

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.



RICK ODEN PARK
GARLAND, TEXAS

SKATE PARK ENTRY SIGN

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE
 BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn
 SEPTEMBER 2021



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: October 18, 2021
Item Title: Use of Narcotic Seizure Funds for Police Rifle Plates
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

Pursuant to the Texas Code of Criminal Procedure, Article 59.06, the governing body must authorize the use of narcotic seizure funds. The Police Department is requesting that Council authorize the use of narcotic seizure funds in the amount of \$71,280 for the purchase of 270 lightweight hard armor rifle plates. Unlike stand-alone heavy ballistic protection, these rifle plates are designed to be worn on a daily basis in conjunction with currently issued ballistic vests by uniformed officers. The armor plates are exceptionally lightweight, thin and provide superior protection beyond handgun munitions. The rifle plates will provide officers protection against special threats of specified rifle ammunition along with increased protection in an edged weapon attack. In today's environment, officers are faced with the increased risks presented by criminals armed with high-powered rifles. These plates will provide officers with a comfortable and increased level of protection against these rifle threats in the course of their daily duties. Changes made to the narcotic seizure fund will be reflected in a future Budget Amendment.

OPTIONS

1. Approve the use of narcotic seizure funds for lightweight hard armor rifle plates.
2. Do not approve the use of narcotic seizure funds for lightweight hard armor rifle plates.

RECOMMENDATION

Unless otherwise directed by Council, this item is included for formal consideration at the November 9, 2021 Regular Meeting.

BACKGROUND

State and federal restrictions apply to permissible use of narcotics seizure funds. According to the Department of Justice, sharing must be used to increase or supplement the resources of the receiving agency. Shared resources shall not be used to replace or supplant the resources of the recipient.

Texas Code of Criminal Procedure, Article 59.06 states a governing body of a municipality may not use the existence of an award to offset or decrease total salaries, expenses and allowances that the agency receives from the governing body at or after the time the proceeds are

awarded. Proceeds awarded under this chapter to a law enforcement agency may be spent by the agency after a budget for the expenditure of the proceeds has been submitted to the governing body of the municipality. The budget must be detailed and define the categories of expenditures.

CONSIDERATION

Pursuant to the Texas Code of Criminal Procedure, Article 59.06, the governing body must authorize the use of narcotic seizure funds.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: October 18, 2021

Item Title: Annual Review and Affirmation of Investment Strategy and Policy

Submitted By: Matt Watson, Finance Director

Strategic Focus Areas:

ISSUE

The Public Funds Investment Act, Government Code 2256, requires that public entities have an investment policy and have several provisions regarding permissible investments, diversification, ethics, training and reporting. There is a requirement in the Public Funds Investment Act, Government Code 2256.005 that the governing body review and affirm the investment strategy and policy annually. There is no proposed changes to the City Council Investment Policy or strategy.

OPTIONS

1. Approve City Council Investment Strategy and Policy with no changes.
2. Do not approve the City Council Investment Strategy and Policy.

RECOMMENDATION

This item will be considered at the October 19, 2021 Regular Meeting.

BACKGROUND

The Public Funds Investment Act requires that the governing body of an investing entity review its investment strategy and policy on an annual basis. The Investment Strategy and Policy is incorporate in the City Council Policies under Article II Division 3, The Financial and Fiscal Integrity Procedures. The Investment Strategy and Policy meets all requirements outlined in the Public Funds Investment Act. Staff is not recommending any changes to the strategy or policy at this time.

CONSIDERATION

A copy of the Investment Strategy and Policy is attached for review.

Attachments

Investment Strategy and Policy

amount of \$99,999.99. The Purchasing Director, as directed by the City Manager, shall have the authority to purchase or contract for all goods and services needed by any department of the City or by any agency that derives its support wholly or in part from the City.

- The City Manager or his designee has the authority to authorize, approve, and execute by and on behalf of the City internal directives, procedures, and protocols meeting the minimum requirements of the State of Texas for home-rule municipalities; determine the method of procurement, in accordance with state law, that provides the best value for the City; approve, in accordance with the requirements of law, change orders in the event it becomes necessary to make changes after the purchase or performance of a contract has commenced.
- The City Manager has authority for delegating financial transaction responsibilities to appropriate organizational levels for the efficient operation of the City.

(C) *Statement of investment strategy*

Chapter 2256 of the Texas Government Code requires the City to adopt a separate written investment strategy for each of the funds or group of funds under its control. Effective investment strategy development coordinates the objectives of the City's investment policy and cash management procedures to reduce investment risk and enhance interest income. The following investment strategy describes the investment objectives for each fund or group of funds using the following priorities in order of importance:

- (1) Suitability
- (2) Safety of principal
- (3) Liquidity
- (4) Marketability of the investment before maturity
- (5) Diversification
- (6) Yield

This investment strategy applies to the investment and management of all funds under direct authority of the City of Garland. Each of the City's funds or group of funds has varying cash flow requirements and liquidity needs. Specific strategies shall be implemented considering that fund or group of funds' unique requirements. The City's funds are invested according to the following fund types:

Operating Funds:

Investments for operating funds shall be scheduled to match anticipated cash flow projections with their stated final maturities with a stated final maturity of three years or less from the date of purchase. Operating fund portfolios include the treasury portfolio.

Suitability - All investments authorized in the Statement of Investment Policy are suitable for Operating Funds.

Safety of Principal - All investments shall be high quality securities with no perceived default risk.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Liquidity - Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Constant \$1 NAV investment pools and money market mutual funds shall be an integral component in maintaining daily liquidity. A dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date for each security. Purchased securities will have a stated final maturity of three years or less from the date of purchase.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for operating funds shall be the two year rolling average yield for the two year Treasury note.

Debt Service Funds:

Investments for debt service funds shall mature on or before the next debt service date. Purchased securities will be highly liquid with very short term maturities because of the near term cash flow requirements. Debt service fund portfolios include the general obligation debt service fund and the revenue bond debt service fund.

Suitability - All short term, high quality securities that are authorized in the Statement of Investment Policy and are in compliance with applicable bond ordinances are suitable for debt service funds.

Safety of Principal - All investments shall be high quality securities with no perceived default risk. Purchased securities shall have a stated final maturity date on or before the next debt service date.

Marketability - Securities with active and efficient secondary markets will be purchased although unanticipated cash requirements are not probable.

Liquidity - Debt service funds have predictable cash requirements. Investment maturities shall not exceed the anticipated cash flow requirements.

Diversification - Market conditions will greatly influence the selection of maturities and security types. At no time shall maturities go beyond debt service payment dates.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for debt service funds shall be the six month rolling average yield for the 180 day Treasury bill.

Reserve Funds:

Investments for reserve funds have as their primary objective the ability to generate a dependable revenue stream with a low degree of volatility. Purchased securities will be of high quality with short to intermediate term maturities. Reserve fund portfolios include the revenue bond reserve fund and the rate mitigation fund.

Suitability - All securities that are authorized in the Statement of Investment Policy except as may be restricted by bond ordinance are suitable for reserve funds.

Safety of Principal - All investments shall be short to intermediate term, high quality securities, with no perceived default risk.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Liquidity - Unless there are anticipated cash flow requirements, reserve funds generally do not require a high degree of daily liquidity. Purchased securities shall have a stated final maturity date of five years or less from the date of purchase.

Diversification - Market conditions will greatly influence the selection of maturities and security types. Securities shall be of high quality, with short to intermediate term maturities. A dollar weighted average maturity of 3 years or less will be calculated using the stated final maturity date for each security.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for reserve funds shall be the three year rolling average yield for the three year Treasury note.

(D) *Statement of investment policy*

Chapter 2256 of the Texas Government Code requires the City to annually adopt rules governing its investment practices and to define the authority of its investment officers. This investment policy applies to the investment and management of all funds under direct authority of the City. These funds include all governmental, proprietary, and trust and agency funds which are accounted for in the City's Comprehensive Annual Financial Report. The Employees Deferred Compensation Agency Fund and the Other Post Employment Benefit Trust Fund are excluded from coverage under this Policy.

(1) Investment of funds will be governed by the following investment objectives, in order of priority:

Preservation and safety of principal - Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

Liquidity - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield - The investment portfolio of the City shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. The Director of Financial Services will from time to time establish performance measures and goals for the portfolio rates of return. Efforts to seek returns higher than the established goals must be consistent with risk limitations identified in this policy and prudent investment principles.

(2) Responsibility for the management of the investment program is assigned to the Director of Financial Services. Other individuals authorized as investment officials by the City Council are the Investment and Debt Administrator and the Accounting Administrator. Investment authority of all investment officers shall conform to all applicable Federal and Texas laws, the City Charter, the ordinances of the City, the Statement of Investment Strategy, and this Statement of Investment Policy. The Director shall establish written procedures for the operation of the investment program, consistent with this Statement of Investment Policy. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Statement of Investment Policy, the Statement of Investment Strategy, and the procedures established by the Director of Financial Services.

(3) Each investment officer shall attend a training session not less than once in a two year period and must receive not less than ten hours of instruction relating to investment responsibilities. Training must be provided by an independent source approved by the City Council and shall relate to investment responsibilities under the City's Statement of

Investment Strategy and Statement of Investment Policy.

(4) The Director of Financial Services shall establish a system of internal controls which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by investment officials. Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, avoidance of bearer-form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, and documentation of and rationale for transactions.

(5) In conjunction with the annual independent audit required by law and the City Charter, the City's independent auditor shall review the investment records for the end of each quarter. The independent auditor shall report the results of the review directly to the City Council.

(6) The City's investment officers shall be governed by the standard of care applicable to a prudent investor. Investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

(7) In applying the "prudent person" rule, the investment officer shall exercise prudence with respect to the management and investment of all funds over which the officer has responsibility and control. The investment officer must determine whether investment decisions are consistent with this Statement of Investment Policy.

(8) All participants in the investment program shall act responsibly as custodians of the public trust. Investment officials will avoid any transaction that might impair public confidence in the City's ability to govern effectively. Investment officers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism which is worthy of the public trust. Nevertheless, the City Council recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

(9) Investment officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for market price changes, provided that these changes are reported immediately and that appropriate action is taken to control adverse developments.

(10) The investment instruments authorized for purchase by the City are limited to:

- ☐ Direct obligations of the United States government with a stated final maturity of five years or less from the date of purchase.
- ☐ Debentures or discount notes with a stated final maturity of five years or less from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal agencies and instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Student Loan Marketing Association (SLMA), and Federal Home Loan Mortgage Corporation (FHLMC).
- ☐ Bonds or other interest bearing obligations having a stated final maturity of five years or less from the date of purchase of which the principal and interest are guaranteed by the full faith and credit of the United States government.
- ☐ Repurchase agreements collateralized with U.S. Treasury securities at a minimum market value of 102 percent of the dollar value of the transaction, with any accrued interest accumulated on the collateral included in the calculation. Eligible collateral will have a maximum maturity of ten years. Repurchase agreements may be entered into only with primary government securities dealers who have executed a City approved Master Repurchase Agreement. Collateral shall be delivered to and held by the City's third party safekeeping agent. As used herein, the term "repurchase agreement" includes direct security repurchase agreements and reverse security repurchase agreements. A written master repurchase agreement shall be established between the City and the seller prior to purchase. The maximum term for direct security repurchase agreements and reverse security repurchase agreements will be 90 days or less. Funds received under the terms of a reverse security repurchase agreement may not be used to purchase any investment whose final maturity date exceeds the expiration of the reverse.
- ☐ Certificates of deposit issued by a depository institution that has its main office or branch office in Texas if:
 - Such certificates of deposit are: (i) guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or (ii) secured by obligations described in subsection (1) or (2) above, and the collateral will be held by the City's third party custodian; or
 - Such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code; or
 - Such certificates of deposit are brokered by an authorized broker/dealer that has

its main office or a branch office in Texas who or which contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code.

- ☐ SEC registered no-load money market mutual funds with a dollar-weighted average portfolio maturity of 90 days or less. Assets will consist exclusively of those securities listed in above. The investment objective of the fund is to maintain a stable \$1 net asset value. The maximum stated maturity of the fund will be 13 months.
- ☐ State or local investment pools organized under the Interlocal Cooperation Act. The investment pool must be rated no lower than investment grade by at least one nationally recognized rating agency and have a dollar-weighted average portfolio maturity of 90 days or less. Assets will consist exclusively of those securities listed above. The investment objective of the pool is to maintain a stable \$1 net asset value. All securities owned in the pool will have a stated remaining maturity of thirteen (13) months.
- ☐ Commercial paper rated not less than A1 or P1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and that is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state. The securities must have a stated maturity of 180 days or less from the date of purchase. No more than 2% of any one issuer may be held and no more than 25% of any fund or group of funds will be invested in commercial paper. Physical delivery securities are ineligible.
- ☐ Obligations of states, agencies, cities, and other political subdivisions of any state rated not less than A or an equivalent rating by at least two nationally recognized credit rating agencies.

(11) The credit rating of investment instruments will be continuously monitored through daily market participation and through the monthly mark-to-market pricing of securities. The liquidation of an investment instrument will be considered if its credit rating falls below minimums stated in this statement of investment policy.

(12) The City is expressly prohibited from entering into options trading or futures contracts, hedging or purchasing any security which is not authorized by Texas state law.

(13) As an integral part of this statement of investment policy, the City shall adopt a separate written statement of investment strategy for each fund or group of funds. Each investment strategy shall describe the investment objectives of each fund or group of funds according to the following order of importance:

- (a) Suitability

- (b) Preservation and safety of principal
- (c) Liquidity
- (d) Marketability of the investment before maturity
- (e) Diversification
- (f) Yield

(14) Securities purchased for the City's portfolios will be delivered by book entry and will be held in third party safekeeping by a Federal Reserve member financial institution designated as the City's custody and safekeeping agent.

(15) The City will execute safekeeping agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the City's interest. All securities owned by the City will be held in a customer account naming the City as the customer.

(16) All security transactions will be on a delivery versus payment basis to the City's third party custody and safekeeping agent through the Federal Reserve Bank wire system. In this manner, the City will always have possession of either the securities or moneys.

(17) Custody and safekeeping procedures will be reviewed annually by the independent auditor.

(18) The City seeks active portfolio management to enhance total returns within the guidelines of this policy. Investment decisions should not incur unreasonable investment risk in order to obtain investment income. The City will not make investments for the purpose of trading or speculation.

(19) Each investment transaction must be based on competitive quotations from at least three securities dealers authorized to engage investment transactions with the City.

(20) Authorized investment officers shall access real-time electronic financial information to monitor the market price of acquired investments. The pricing information will be used to verify the accuracy of quoted prices for a potential purchase or sale to ensure that a fair market price is attained.

(21) In managing its investment portfolio, the City will avoid any purchase of investments, or any investment practice or procedure which is not specifically authorized under this policy.

(22) It is the policy of the City to avoid concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The allocation of assets in the portfolios should be flexible depending upon the outlook for the economy and the securities markets. In establishing specific diversification strategies, the following general policies and constraints shall apply.

(a) Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.

(b) To attain sufficient liquidity, the City shall schedule the maturity of its investments to coincide with known disbursements.

(c) Risks of market price volatility shall be controlled through maturity diversification.

(d) The placement of investment transactions and the gathering of market information shall be diversified among all authorized brokers.

(23) A qualified financial institution shall be selected to serve as the City's primary depository through a bank services procurement process, which shall include a formal request for application issued at least every five years. In selecting a depository, the City shall consider various criteria as specified prior to the issuance of the request for application. Financial institutions located outside of Garland city boundaries may be considered to participate in the request for application process provided the City has adopted a policy permitting it. Upon selection, the financial institution shall comply with the requirements and agreements identified in the request for application. The financial institution is required to comply with Chapter 2257 of the Texas Government Code.

(24) Eligible securities as defined in Chapter 2257, Texas Government Code, and identified below shall be deposited with a third party custodian prior to the deposit of City funds. The City shall reserve the right to accept or reject any form of collateral, at its discretion. The pledged collateral must be maintained at all times during the term of the depository contract at required levels. In order to perfect the City's security interest in the pledged collateral under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), it is required that a collateral agreement between the City and the depository be signed by both parties prior to the deposit of City funds. The collateral agreement must be approved by the depository's board of directors or its loan committee, which approval shall be reflected in the minutes of the board or committee. The signed collateral agreement, board resolution, and minutes certifying the approval of the collateral agreement must be presented to the City prior to the deposit of City funds.

(25) The following securities are approved as collateral for City funds:

(a) United States Treasury notes, bills or bonds or obligations fully and

unconditionally guaranteed as to principal and interest by the full faith and credit of the United States;

(b) Obligations of the Agencies and Instrumentalities of the United States, including, but not limited to: Federal Home Loan Bank, Federal Home Loan Mortgage Corporation and Federal National Mortgage Association;

(c) Mortgage-Backed Securities issued by the United States and its agencies and instrumentalities, including but not limited to Government National Mortgage Association.

(26) The use of a Federal Home Loan Bank issued letter of credit to meet the required collateral requirements may be proposed by the financial institution for consideration by the City.

(27) Government security broker/dealers authorized to engage in investment transactions with the City will be selected on the basis of their financial stability, expertise in cash management for local government and their ability to service the City's account. The qualifications of prospective broker/dealers will be determined from a completed broker/dealer questionnaire, personal interview and reference checks.

(28) Before engaging in investment transactions with the City, a prospective securities broker/dealer must provide a written instrument certifying that the securities broker/dealer has received and has thoroughly reviewed this Statement of Investment Policy and has implemented reasonable procedures and controls in an effort to preclude conducting investment transactions that are not authorized by this Statement of Investment Policy, except to the extent that this authorization is dependent upon the portfolio over which the broker/dealer has no control or knowledge. A prospective securities broker/dealer must provide evidence of FINRA registration and State of Texas Securities Commission certification. Qualified broker/dealers authorized to engage in investment transactions with the City are required to regularly submit their most recent audited financial statements to the City.

(29) The City Council will adopt and annually review the list of dealers authorized to engage in investment transactions with the City.

(30) The investment officer shall prepare and submit to the City Council and management on a quarterly basis an investment report for each fund and fund group which describes in detail the current investment position, states the beginning market value, the additions and changes to market value, and ending market value for each pooled fund, states the book value and market value of each separately invested asset at the beginning and end of the reporting period, states the maturity date of each separately invested asset, states the fund for which each individual investment was acquired and states compliance of each fund group with this Statement of Investment Strategy, the Public Funds Investment Act, and with generally accepted accounting principles. The report shall also summarize and

present, on a combined portfolio basis, total market valuation, total realized gains and losses, total unrealized gains and losses, distribution by maturity sector, and distribution by security type. The monthly report will also indicate, by portfolio, total investments held and total interest income earned on a full accrual basis. The report may comment on current investment approaches and other items significant to the investment program. The report shall be signed by the Director of Financial Services and the investment officer. The investment report presented at the end of the fiscal year may also include a review of the investment activities and earnings for the entire fiscal year for each fund or fund group, discuss investment techniques, and suggest improvements which will enhance the investment program and present an investment plan for the ensuing fiscal year. The report may discuss other significant issues related to the investment program.

(31) Investment officers of the City shall refrain from personal and business activities involving any of the City's custodians, depositories, broker/dealers or investment advisors which may influence the officers' ability to conduct the officer's duties in an unbiased manner. Investment officers will not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the City's business for personal investment decisions, will in all respects subordinate their personal investment transactions to those of the City (particularly with regard to the timing of purchase and sales), and will keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

(32) This statement of investment policy and the statement of investment strategy will be reviewed annually by the City Council. Upon completion of the review, the City Council will acknowledge by resolution or minute action that it has reviewed the investment policy and investment strategy. Periodic revisions to the investment policy, the statement of investment policy, and the statement of investment strategy may be approved by the City Council.

Section 3 Detecting, investigating, and preventing fraud, waste, and abuse

(A) For purposes of this section:

“Fraud” includes, without limitation:

- ☐ Forgery, alteration, or unauthorized negotiation or presentment of a check, warrant, bank draft, or any other financial document of the City or its affiliates including electronic transfer of funds
- ☐ Theft of City property, including money or other thing of value
- ☐ Misappropriation of City funds, securities, supplies, or other assets
- ☐ Impropriety in the handling or reporting of money or financial transaction
- ☐ Profiteering as a result of insider knowledge of City operations
- ☐ Disclosing to another for improper gain and without authorization any confidential



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: October 18, 2021

Item Title: Vision Energy Consultants, Inc. Agreement with Garland Power & Light

Submitted By: Darrell Cline, Director of Finance & Accounting

Strategic Focus Areas: Sound Governance and Finances

ISSUE

Vision Energy Consultants, Inc.'s President, Ray Schwertner, currently provides governmental affairs and management consulting services for Garland Power and Light (GP&L). The City's agreement with Vision Energy Consultants, Inc. expires this month. GP&L requests City Council approval of a new, one-year agreement with Vision Energy Consultants, Inc. for governmental affairs consulting services.

OPTIONS

- A. Approve the Vision Energy Consultants, Inc. Agreement.
- B. Do not approve the Vision Energy Consultants, Inc. Agreement.

RECOMMENDATION

Option (A) – Approve the Vision Energy Consultants, Inc. Agreement. This item will be scheduled for formal consideration at the October 19, 2021 Regular Meeting.

BACKGROUND

Given the events associated with the February winter event, the recent electric industry legislation that was passed by the State Legislature, and the activities before the Public Utility Commission of Texas and ERCOT regarding market design changes, GP&L is requesting that the City Council approve the continuation of governmental affairs consulting services with Vision Energy Consultants, Inc.

Ray Schwertner, President of Vision Energy Consultants, Inc., will serve as the provider of the requested services. Mr. Schwertner not only has fifty (50) years of electric industry experience and knowledge, but also has numerous contacts both in the industry as well as in the legislative and regulatory realms. Mr. Schwertner is actively and regularly engaged with state elected officials and Public Utility of Texas Commissioners and has worked with these groups to help protect and promote the City's and GP&L's positions and interests.

In Vision Energy Consultants, Inc.'s current agreement, Mr. Schwertner has assisted in the

pursuit of business development opportunities. For the new agreement, GP&L is proposing to reduce his scope and activities to only governmental affairs consulting.

The proposed agreement will be for one-year, at \$12,000 per month and have a 30-day early termination provision, with or without cause. Mr. Schwertner will not be able to perform work for others without first notifying GP&L and this work cannot conflict with the City's or GP&L's positions or interests.

CONSIDERATION

Staff seeks the City Council's approval of the proposed Vision Energy Consultants, Inc. Agreement.

Attachments

Vision Energy Consultants, Inc. Agreement

CONSULTATION SERVICES RETAINER AGREEMENT

This Agreement is made and entered into between the City of Garland, Texas ("City"), and Vision Energy Consultants, Inc. ("Consultant").

For and in consideration of the agreements contained herein, City and Consultant agree as follows:

1. Scope of Services; Retention of Consultant. For the term of this Agreement, the City agrees to retain Consultant, and Consultant agrees to provide governmental affairs consulting services for and in relation to the City's interests in the electric industry and the operations of the City's electric department (Garland Power & Light), as more particularly described in the scope of services attached hereto as Exhibit A. Consultant shall provide such services and those incident services diligently, to the best of its abilities, and in the promotion of the best interests of the City. While Consultant retains the right to direct, control, and supervise its employees, it is intended by the parties that Ray Schwertner shall be the primary provider of services by Consultant to the City and, to that end, Consultant shall require of Ray Schwertner that his time and efforts be directed to the City. To the extent that Consultant intends to engage the services of Ray Schwertner to other work and not on behalf of the City, Consultant agrees to timely notify the Garland Power & Light General Manager prior to assigning Ray Schwertner to such other work. Such other work shall not include governmental affairs consulting or lobbying services without the express written consent of the City or conflict with the interests or positions of the City.

2. Compensation.

(A) City shall pay Consultant for the services of Consultant a flat rate fee in the amount of \$12,000.00 per month. Consultant shall provide to the City Manager a monthly report of work, time expenditure, and expenses. Consultant shall invoice the City on a monthly basis for Consultant's services and expenses, as more particularly described below.

(B) Consultant agrees to cover routine business expenses out of the compensation provided under this Agreement. City will pay or reimburse, as the case may be, documented, actual, necessary, and reasonable non-routine out-of-pocket expenses incurred by Consultant in performing services under this Agreement for the City. Non-routine expenses include long-distance telephone and long-distance fax charges, postage, outside copying charges, travel/lodging expenses, and similar business-related expenses (other than usual office overhead, the cost of which is included in the fee specified in 2(A)). Such reimbursable expenses may not exceed \$1,000.00 per month without the prior written approval of the City Manager.

3. Records; Reports and Work Product; Billing.

(A) Consultant shall produce, maintain, and keep records of all work done by Consultant on behalf of the City. Unless otherwise approved in writing by the City, payment of expenses incurred by Consultant shall be based upon actual expenses, without mark-up, and shall be supported by receipts, vouchers or other acceptable proof of payment. The City may review, during business hours and upon reasonable notice, all records kept and maintained by Consultant in relation to this Agreement.

(B) Unless otherwise expressly agreed in writing, all reports and work product produced by Consultant for the City under this Agreement shall become the property of the City and for the use of the City only.

(C) Consultant shall invoice City for services performed and expenses incurred no more frequently than once per month. Bills for Consultant's expenses are payable within fifteen (15) days of receipt by the City provided that Consultant has timely submitted the bill(s) for reimbursement or payment. An overdue payment that is not disputed by the City shall bear interest at the rate of one percent per month. The parties specifically agree that the terms of this Agreement supersede the applicability of the Prompt Payment Act. The City shall, unless unable to do so due to a technical problem beyond its control, pay Consultant by electronic transfer. Interest on an overdue payment stops accruing on the date the City mails or electronically transmits payment.

4. Status of Consultant; Indemnity.

(A) Consultant acknowledges that Consultant is an independent contractor of the City and that neither the Consultant nor any of its employees or independent contractors is an employee, agent, borrowed servant, official, or representative of the City. Consultant shall not represent, either expressly or through implication, that it or any of its employees, agents, or independent contractors is an employee, agent, borrowed servant, official or representative of the City. Income taxes, self-employment taxes, social security taxes, workers compensation coverage, or insurance and the like are the sole responsibility of the Consultant.

(B) Consultant acknowledges and agrees that, as an independent contractor, Consultant shall have no authority for:

- (1) The hiring, evaluation, assignment, scheduling, promotion, discipline, or termination of any City employee;

- (2) The supervision, direction, or control of work or work activities of City employees, or the determination of work methods or processes to be followed by City employees; or
- (3) The execution of any agreements on behalf of the City, or in any other manner binding or committing financial or other resources of the City without written authorization from the City Manager.

(C) Consultant agrees to indemnify and hold the City, its agents, employees and representatives harmless from and against any loss, cost, damages or expenses (including attorney and expert witness fees) arising from or attributable to:

- (1) The performance of Consultant, its agents, employees, servants, and representatives under this Agreement, whether attributable solely to Consultant or jointly to and between Consultant and others, including any party indemnified herein and including liability arising from strict or other non-fault based liability;**
- (2) Any tax, fee, penalty, assessment or other cost in any manner related to or associated with the services performed by Consultant agents, employees and representatives under this Agreement.**

5. Term; Termination; Renewal. This Agreement shall be effective for a term of one (1) year following the Effective Date as set forth above the signatures of the party. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. City agrees to pay Consultant for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Agreement.

6. Notices. Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is posted in a U.S. mail receptacle, postage prepaid, to the address of the applicable party set out below such party's signature hereinbelow, if sent by mail. Either party hereto may change such party's address for notice to another address within the United States of America, 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.

7. **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; provided that: (A) the City may assign this Agreement to a local government corporation created by the City; (B) no sale, transfer or exchange of stock by Consultant shall result in Ray Schwertner having less than a controlling interest in the owning entity or being less than a majority owner of the owning entity; and, (C) Ray Schwertner shall in any event retain primary responsibility for the performance of the services to be provided under this Agreement.

8. **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.

9. **Waiver.** Either party 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.

10. **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 exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

11. **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. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.

12. **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.

13. **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.

14. **Relationship of Parties.** 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 an independent contractor.

15. Exhibits. All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.

16. Non-Collusion. Consultant represents and warrants that Consultant has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Consultant further agrees that Consultant shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under this Agreement) for or arising from any of the services performed by Consultant under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Consultant, Consultant shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Consultant under this Agreement.

17. Confidentiality; Fiduciary Obligations.

(A) Consultant acknowledges that, in the course of providing its services to the City under this Agreement, Consultant and its employees will be given highly-sensitive, proprietary, and competitive information ("Confidential Information"). Such Confidential Information includes all documents, software, reports, data, records, forms and other materials obtained by Consultant from the City in the course of performing the services (including, but not limited to, client records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by City to Consultant; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Consultant shall not, without the express written consent of the City, disclose any such information to any third party or in any other manner that may compromise the interests of the City. Consultant shall retain all Confidential Information in the strictest confidence.

(B) Consultant is providing its services and is receiving compensation for those services in a fiduciary capacity under this Agreement. Therefore, Consultant agrees that it shall not use Confidential Information for any purpose other than in furtherance of the purposes described in this Agreement; that is, in furtherance of its professional obligations and services to the City. Neither Consultant nor any of its employees shall be engaged in any competitive or conflicting activity nor shall Consultant or its employees accept any employment, enter into any agreement, or engage in any activity that could conflict with Consultant's fiduciary obligations to the City. Consultant shall exercise extreme care to avoid conflicts, unintended or otherwise, which may arise in the future. Consultant shall disclose any other dealings that Consultant may

have with others that in any manner relate to the activities, functions or operations of the City. Consultant agrees that during the term of this Agreement it will not hire, employee, retain or otherwise engage the services of any person who is, as of the Effective Date, an employee of the City.

18. State Law. Under Texas and federal law there are various requirements imposed on persons and organizations that interact with state officials, especially where services are provided in an attempt is made to influence legislation or contracts. Consultant will promptly inform the City when any such filings are necessary as they relate to such services and shall seek registration with respect to the services to be performed on the City's behalf. Consultant agrees to perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws reporting requirements.

19. Texas Lobby Law and Reporting Requirements. Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branches of government. Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobbying activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount.

20. Anti-Boycott Verification. Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Consultant hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Consultant agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code.

21. Prohibition on Contracts with Certain Companies. Consultant and the person or persons executing this Agreement on behalf of Consultant, or representing themselves as executing this Agreement on behalf of Consultant (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

22. Prohibition on Corporate Firearm Boycott. Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, Consultant agrees that it will not discriminate, during the term of this Agreement, against a firearm entity or firearm trade association.

[Signature page follows]

EXECUTED this 1st day of November, 2021 (the “Effective Date”).

CITY:

CITY OF GARLAND, TEXAS

CONSULTANT:

**VISION ENERGY CONSULTANT,
INC.**

Bryan Bradford
City Manager

Ray Schwertner
President

ADDRESS FOR NOTICE:

CITY

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002

Attn: City Manager

CONSULTANT

Vision Energy Consultants, Inc.
816 Congress
Suite 370
Austin, Texas 78701

Attn: Ray Schwertner, President

With a copy to:

City Attorney
200 N. Fifth St.
P.O. Box 469002
Garland, Texas 75046-9002

Exhibit A

Scope of Work

Vision Energy Consultants, Inc. ("VEC") shall provide governmental affairs consulting services to the City. All services to be provided by VEC under this agreement will be provided exclusively by Ray Schwertner without the express consent of the City Manager. Those services will be provided on an as-needed basis as determined by the City. The City will prioritize which work areas VEC will allocate time and resources toward based on priority ranking that can be classified by the City. Work areas as determined to be "Very High Priority" will require VEC to allocate maximum time and resources toward their particular requirements. As time permits, VEC will direct time and resources toward "High Priority" work areas.

Very High Priority

- Provide strategic advice and information to City Manager and Garland Power and Light ("GP&L") executives concerning legislative and regulatory issues and their effect on GP&L business and policy initiatives.
- Monitor hearings, meetings, and proposed legislation and regulation of interest to GP&L.
- Identify policy risks and opportunities for GP&L.
- Cultivate and maintain relationships with key policy makers, government leaders and staff, and key stakeholders.
- Communicate with public officials and their staff to convey positions that advance GP&L's mission and services.
- Support GP&L communication activities related to governmental affairs.
- Collaborate with GP&L advocacy resources to ensure alignment of strategies.
- Continue support and advocacy for the Pattern Energy Rusk to Panola project.

High Priority

- Initiate and provide support regarding scheduling of targeted meetings and introductions with key governmental officials.
- Host/coordinate City Manager and GP&L executive team meetings and briefings related to legislation and regulation.
- Conduct ongoing assessment of changing political and policy arena, and update City Manager and GP&L executive team of anticipated trends.

Others as Agreed Upon by City Manager and VEC



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: October 18, 2021

Item Title: DART Update

Summary of Request/Problem

Council will be updated on DART's services, activities, programs and projects within Garland by DART Board Representative Jonathan Kelly.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

DART Presentation



DART Briefing to the Garland City Council

Jonathan R. Kelly
DART Board

October 18, 2021



Agenda

- Nadine S. Lee Introduction
- Ridership Update
- Current DART Service in Garland
- DARTzoom/January 2022 Service Changes
- Silver Line Update

A yellow and black bus with the number 41041 is parked on a city street. The bus has a large advertisement on its side featuring a woman's face. In the background, there are several tall, modern skyscrapers under a blue sky with some clouds. The entire image has a light blue overlay.

Introduction of Nadine S. Lee

Nadine S. Lee

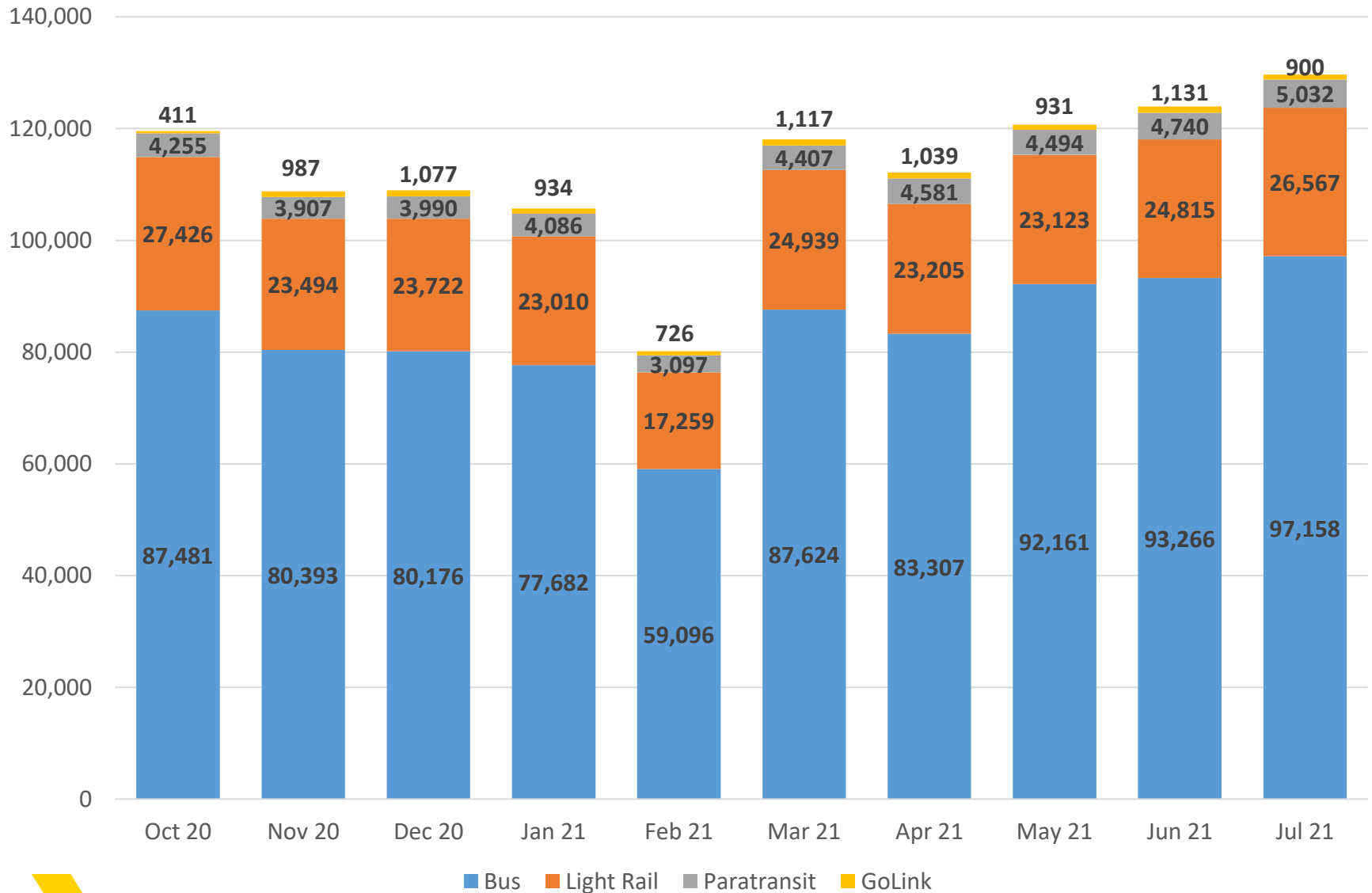
DART's President & Chief Executive Officer

- Nadine S. Lee became DART's new President & Chief Executive Officer on July 12, 2021.
- Before joining DART, Nadine served as Chief of Staff of the Los Angeles County Metropolitan Transportation Authority (Metro).
- As Metro's Deputy Chief Innovation officer, she led the development of Vision 2028, Metro's 10-year strategic plan to improve mobility and quality of life.
- Prior to Metro, she led the development and implementation of the Flatiron Flyer Bus Rapid Transit for Denver's Regional Transportation District (RTD).
- Nadine was appointed to the Leadership APTA Committee in 2019 and is a past director of the WTS International board. She was also honored as the WTS International Woman of the Year in 2019.
- She is a registered Professional Engineer in Colorado and Kansas, and received her B.S. in Civil Engineering from the University of Missouri-Columbia.



Ridership Update

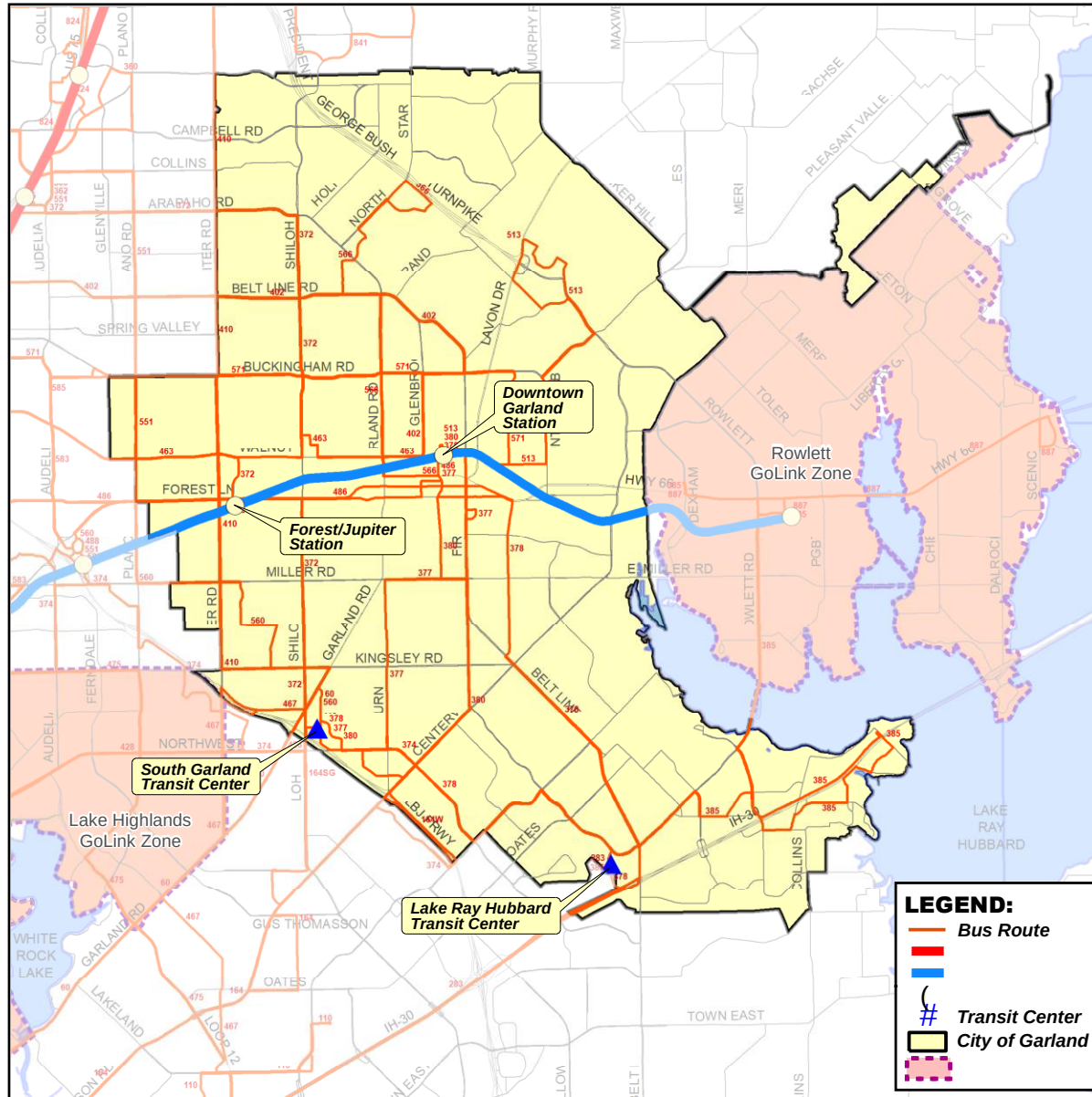
Garland Monthly Ridership



A yellow DART bus with the number 41041 is parked on a city street. The bus has a large advertisement on its side. In the background, there are several tall, modern skyscrapers under a blue sky with some clouds. The entire image has a light blue overlay.

Current DART Service in the City of Garland

Garland Current Service Map



Garland DART Service Overview

Current Service through January 2022

- **1 Light Rail Line**
 - Blue Line operates every 20 minutes until 7:00 p.m., then every 30 minutes on weekdays
 - 2 Stations: Forest/Jupiter Station and Downtown Garland Station
- **2 Transit Centers:**
 - South Garland and Lake Ray Hubbard
- **19 Bus Routes**
 - 1 Core Frequent Route 467 operating every 20 minutes until 7:00 p.m., then every 30 minutes on weekday evenings
 - 8 High Ridership Routes operating pre-pandemic service levels: 60, 164, 402, 410, 428, 463, 486, 551
 - 10 Bus Routes remaining at pandemic service levels: 283, 372, 374, 377, 378, 380, 513, 560, 566, 571
- **1 GoLink Zone**
 - Southeast Garland GoLink.
- **Paratransit and Vanpool Programs**



DARTzoom/January 2022 Service Changes

DARTzoom Update

January 2022 Service Changes

- On August 24, 2021, the DART Board of Directors voted unanimously to approve the DARTzoom plan, including a Final Bus Network Plan and associated January 2022 service changes
- The service change will also resume 15 minute peak period frequency on all light rail lines including the Blue Line in Garland
- Nearly two years of work have led us to this point

Key Issues from Public Comments

GoLink coverage and access issues

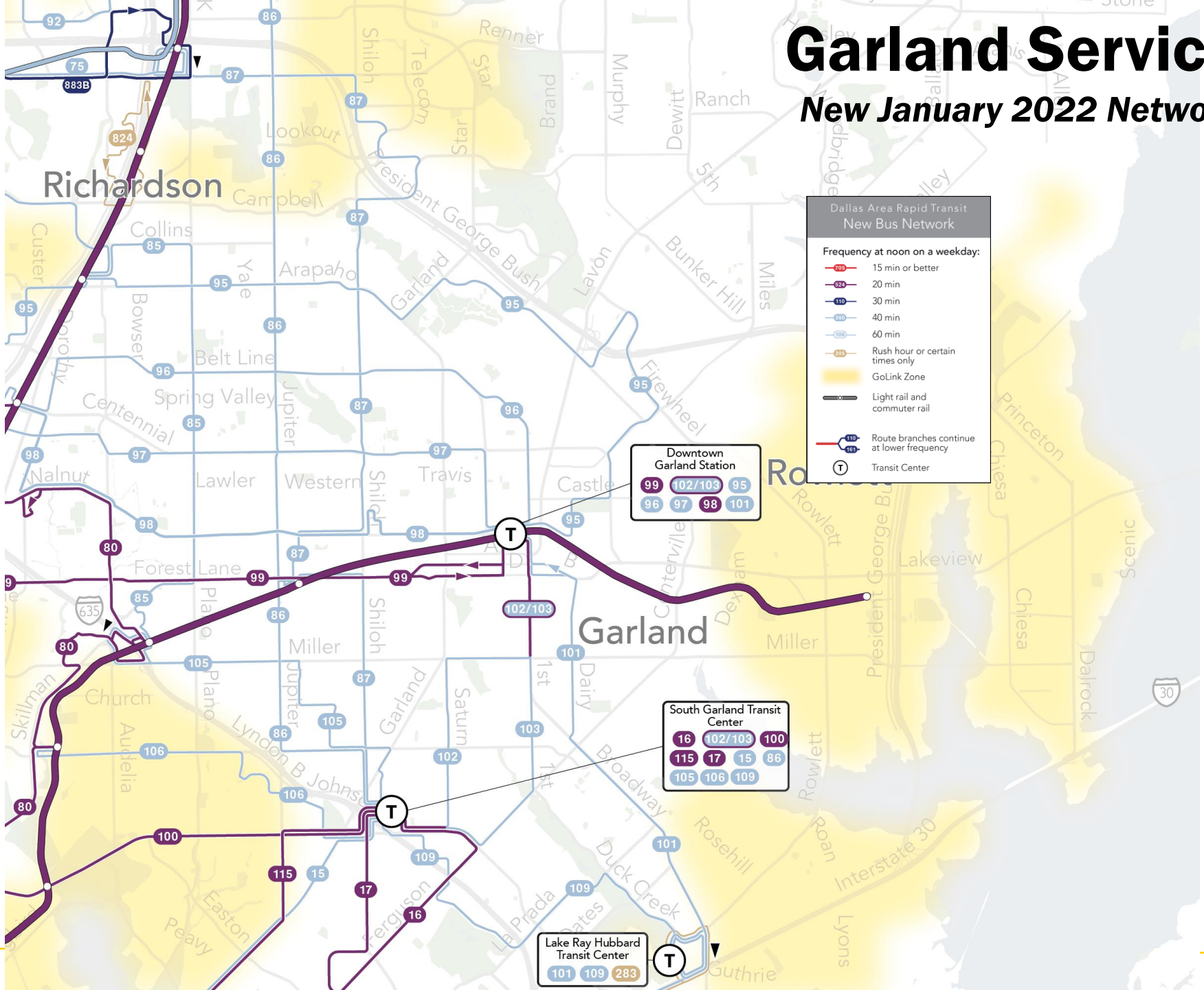
Fixed-route coverage concerns

Express bus concerns

- Input included comments from DART Board members, riders, members of the public, and DART Service Area cities

Garland Service

New January 2022 Network



Focus on Frequency, 7-Day Service

Red	Purple	WEEKDAY	Blue	Light Blue	Pale Blue
30	30	4am or 5am-6am	30	40	40
15	15	6am-9am (AM peak)	15	30	30
15	20	9am-3pm (midday)	30	40	60
15	15	3pm-6pm (PM peak)	15	30	30
15	20	6pm-10pm	30	40	60
30	30	10pm-Midnight or 1am	30	60	60
Red	Purple	WEEKEND	Blue	Light Blue	Pale Blue
30	30	4am or 5am-10am	30	60	60
15	20	10am-7pm	30	40	60
30	30	7pm-Midnight or 1am	30	60	60
4am-1am			5am-Midnight		
Final schedules may vary slightly LRT included in Purple group					

Improved Access and Coverage

One of the key measures of the performance of the new network: the increase in jobs accessible by transit within 60 minutes travel time

Access improves for every socioeconomic and demographic group

Average improvement in jobs reachable within 60 minutes by transit:
34%, compared to 28% for the Draft Final Bus Network Plan

98% of pre-pandemic boardings within walking distance of new service

Improved overall service coverage

Upcoming Activities

- DART is preparing for implementation of the changes on January 24, 2022
- New/expanded GoLink zones will start on December 6, 2021, so customers can try the new service
- Key activities on the right to prepare for January changes:



Hiring: Operators, Mechanics



Training



Preparation of signage and customer-facing materials



Development of a Plan for future bus service improvements



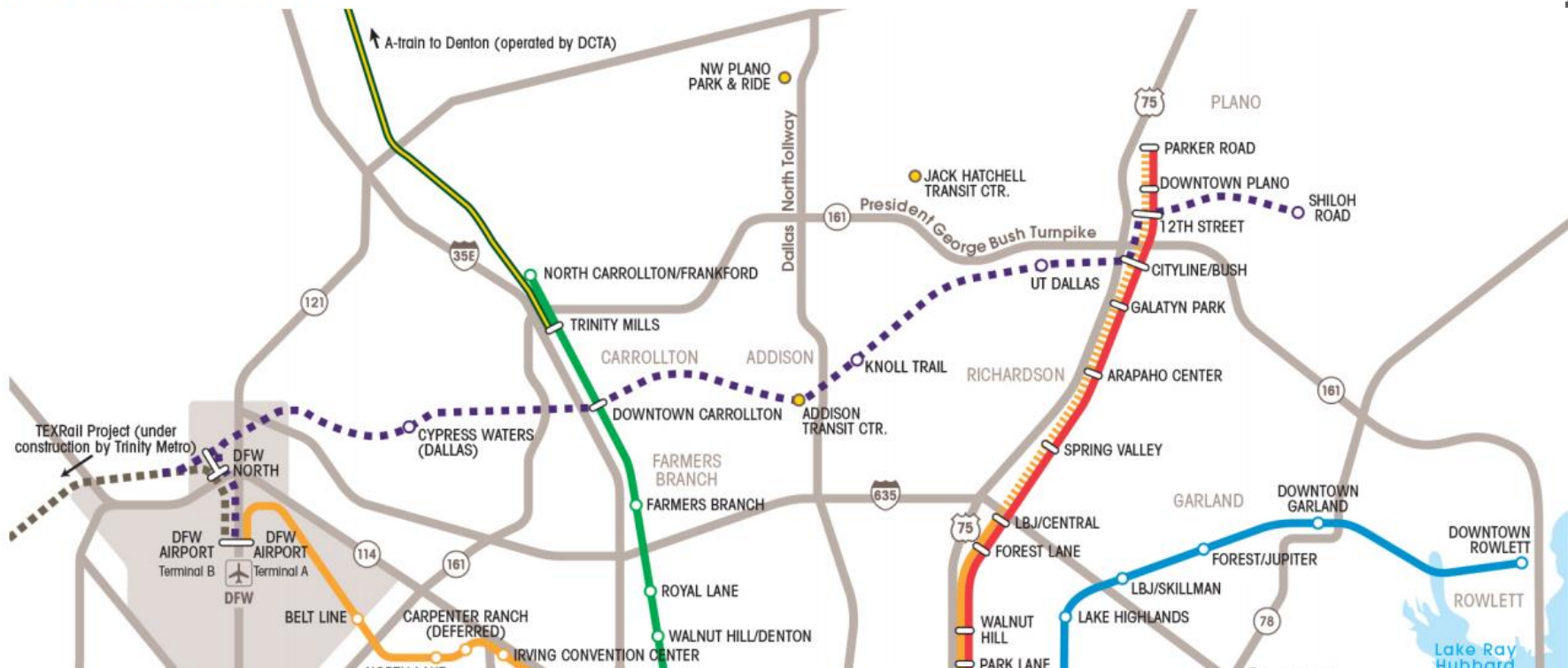
Much more



Silver Line Update

Silver Line Regional Rail Corridor

CORRIDOR OVERVIEW



DART Silver Line Project Facts

- 26-Mile alignment serving the 7 cities:
 - Addison
 - Carrollton
 - Coppell
 - Dallas
 - Grapevine
 - Plano
 - Richardson
- 10 Rail stations
- 4 Rail connections (Green, Orange, Red Light Rail, and TEXRail)

Silver Line Stations

STATION HIGHLIGHTS



DFW AIRPORT

- TERMINAL A/B ACCESS
- SKYLINK, ORANGE LINE, TEXRAIL CONNECTION



ADDISON

- P** ■ MAJOR BUS TRANSFER LOCATION
- SPECIAL EVENTS



CITYLINE/BUSH

- P** ■ CITYLINE/STATE FARM HQ
- RED/ORANGE LINE CONNECTION



DFW NORTH

- P** ■ TEXRAIL SHARED PARKING
- EAST-WEST "THROUGH" PLATFORM



KNOLL TRAIL

- MULTI-FAMILY RESIDENTIAL
- PRESTONWOOD TOWN CENTER



12TH STREET

- P** ■ INFILL LRT STATION
- DOWNTOWN PLANO EXPANSION



CYPRESS WATERS

- P** ■ 1,000 ACRE MASTER PLAN DEVELOPMENT
- 192 PARKING SPACES PROPOSED



UT DALLAS

- P** ■ 27,000 STUDENTS
- FUTURE TRANSIT-ORIENTED DEVELOPMENT



SHILOH ROAD

- P** ■ MAJOR EMPLOYMENT AREA
- TERMINUS/672 PARKING SPACES PROPOSED



DOWNTOWN CARROLLTON

- P** ■ GREEN LINE CONNECTION
- 230 ADDITIONAL PARKING SPACES PROPOSED

Construction Status – Progress Photos



Explorer Gas
Campbell Rd to Davenport Rd



US 75 Bridge:
Setting Cage for Bridge Pier

Construction Status –Progress Photos



Midway Bridge Arch
King Fabrication - Houston, TX



Grading for Shoo-Fly Rail
Josey Bridge Location

Construction Status –Progress Photos



Addison Station-North Platform
4:30 a.m. Concrete Placement



Addison Station-North Platform
Completing Concrete Placement

Thank you



DART.org



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: October 18, 2021

Item Title: COVID-19 Briefing

Summary of Request/Problem

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

Recommendation/Action Requested and Justification

Council discussion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. c.

Meeting Date: October 18, 2021

Item Title: Redistricting

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Article III of the City Charter stipulates that “Commencing in the year 1991, prior to the calling of the regular City election, and every fifth year thereafter at said times, the City Council shall redivide and readjust by ordinance the boundaries of the eight (8) Council districts...for the purpose of keeping such districts as nearly equal in population as is practical.” The City Attorney's Office recommends that the combined deviation between the least and most populous districts from the ideal district population not exceed ten percent (10%). The attached options conform to this recommendation.

Staff will present options for the redistricting of City Council district boundaries. Attached are two (2) map options for the Council's consideration.

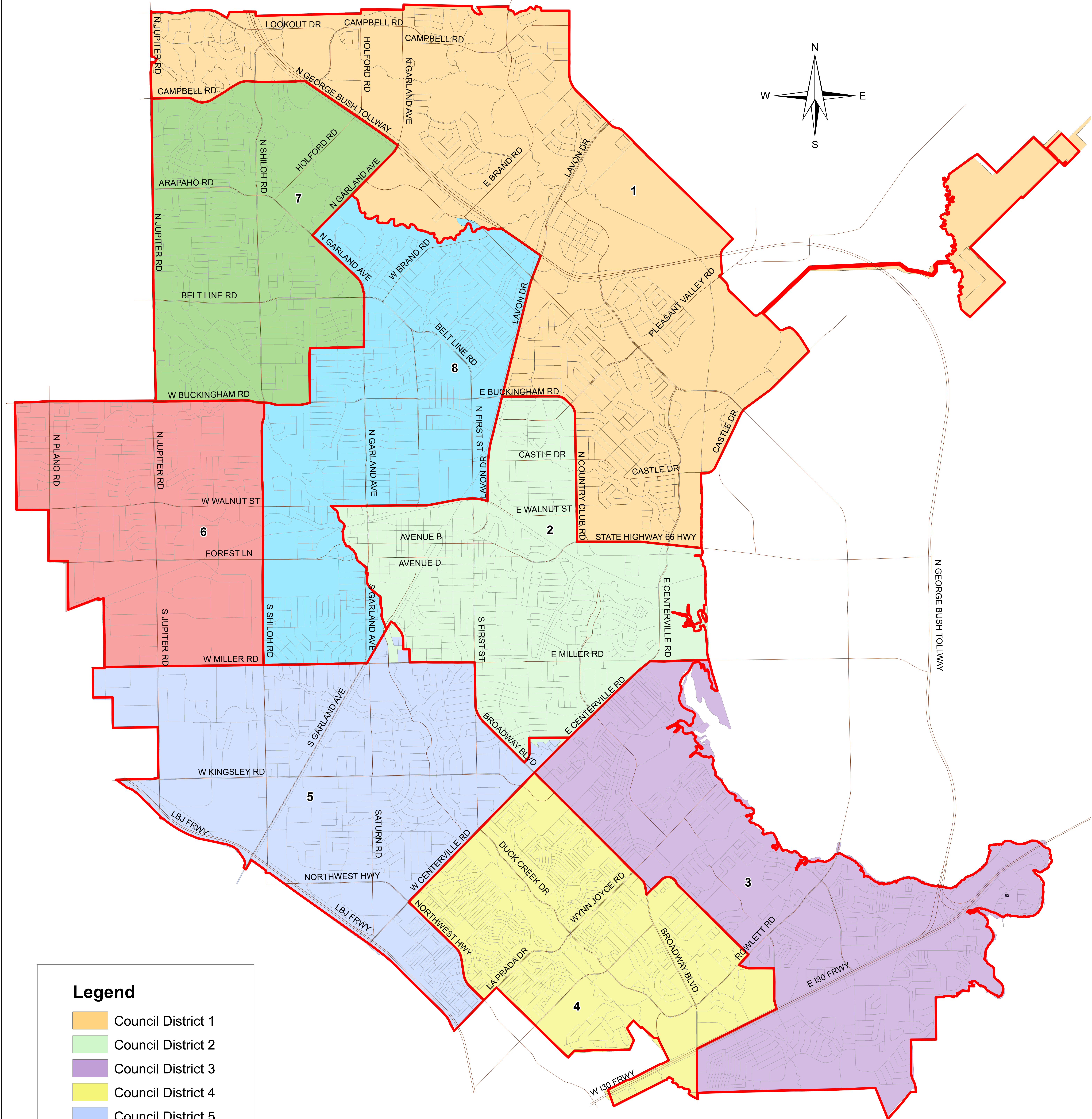
Recommendation/Action Requested and Justification

Council discussion. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 9, 2021 Regular Meeting.

Attachments

Current Council Districts map
Option A map
Option B map
Option A demographic data
Option B demographic data
Staff Presentation

City of Garland Council District



Legend

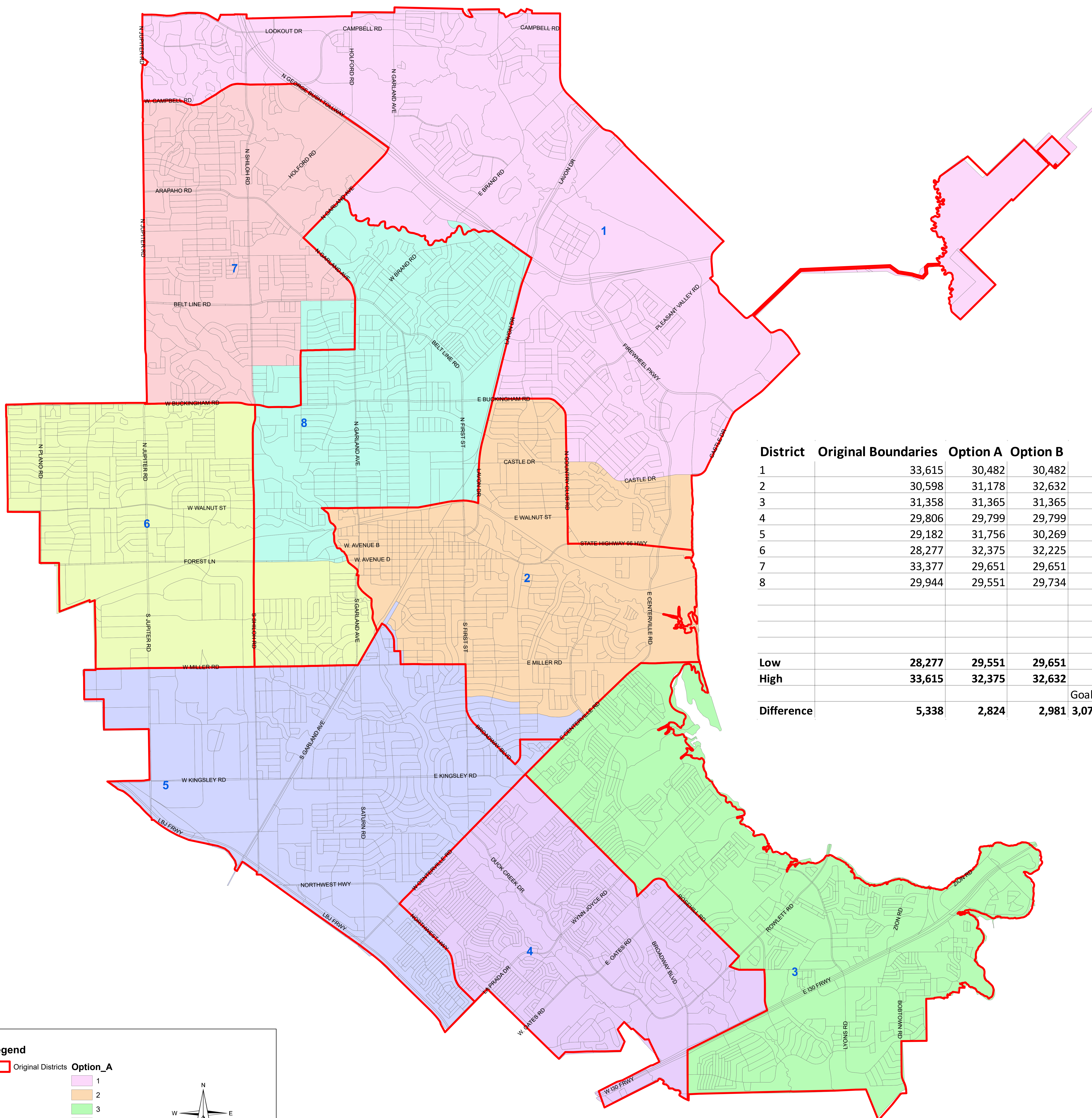
- Council District 1
- Council District 2
- Council District 3
- Council District 4
- Council District 5
- Council District 6
- Council District 7
- Council District 8



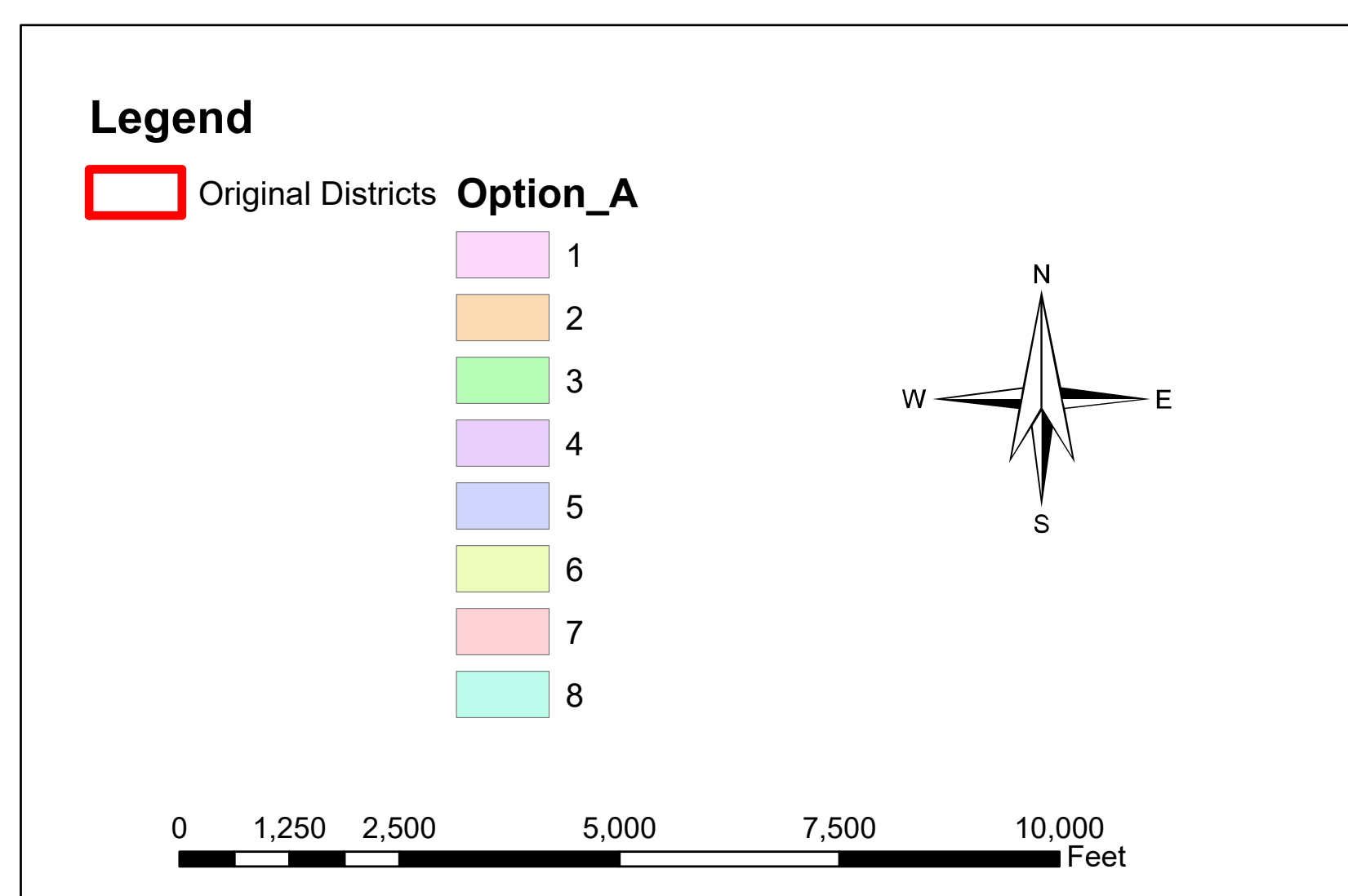
GARLAND

0 1.5 3 Miles

Council Redistricting Option A 2021

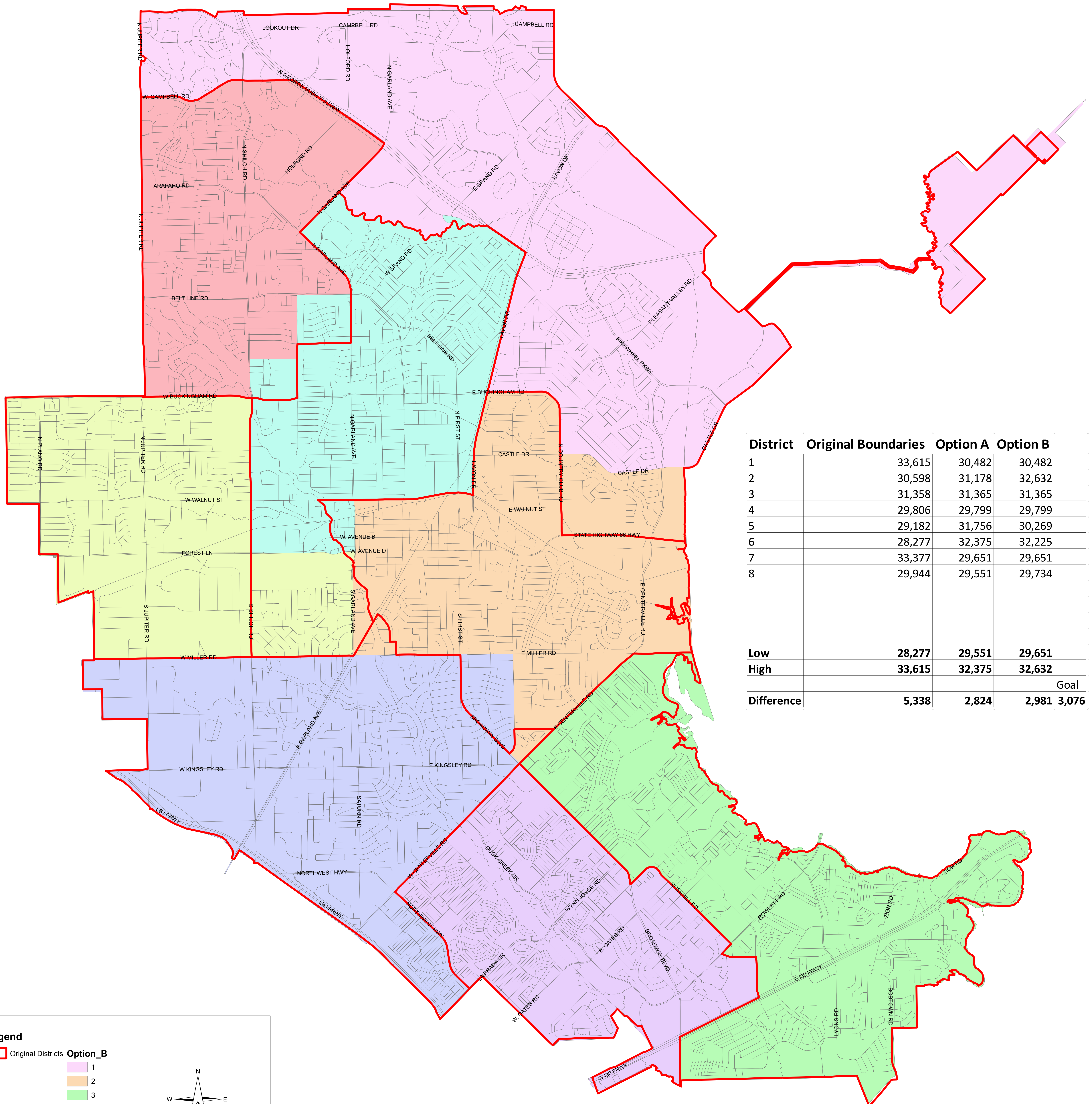


District	Original Boundaries	Option A	Option B	
1	33,615	30,482	30,482	
2	30,598	31,178	32,632	
3	31,358	31,365	31,365	
4	29,806	29,799	29,799	
5	29,182	31,756	30,269	
6	28,277	32,375	32,225	
7	33,377	29,651	29,651	
8	29,944	29,551	29,734	
Low	28,277	29,551	29,651	
High	33,615	32,375	32,632	
				Goal
Difference	5,338	2,824	2,981	3,076

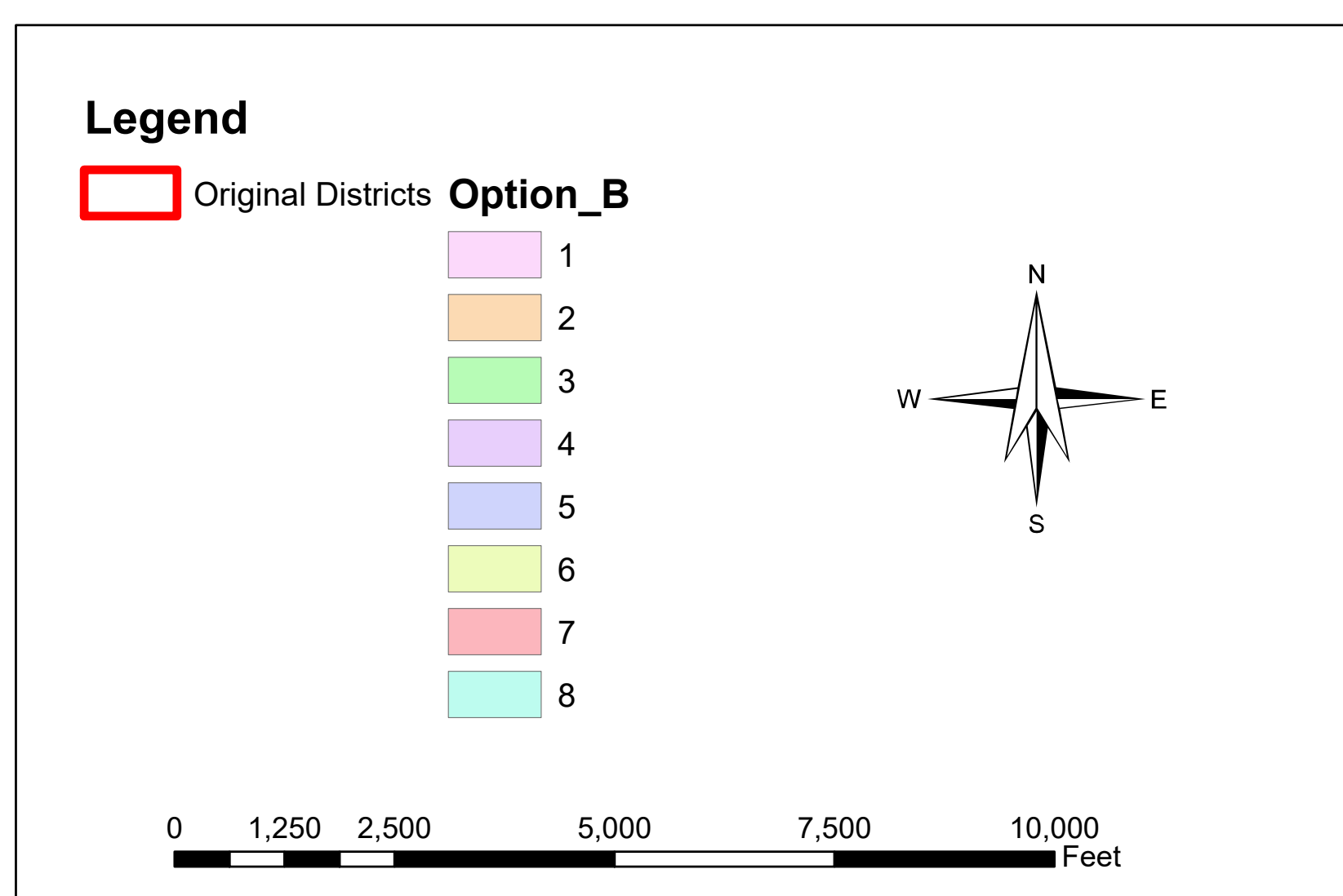


GARLAND

Council Redistricting Option B 2021



District	Original Boundaries	Option A	Option B	
1	33,615	30,482	30,482	
2	30,598	31,178	32,632	
3	31,358	31,365	31,365	
4	29,806	29,799	29,799	
5	29,182	31,756	30,269	
6	28,277	32,375	32,225	
7	33,377	29,651	29,651	
8	29,944	29,551	29,734	
Low	28,277	29,551	29,651	
High	33,615	32,375	32,632	
				Goal
Difference	5,338	2,824	2,981	3,076



GARLAND

Proposed Council Districts Boundaries 2020 Redistricting Data (Source: 2020 US Census Legacy Files) - Option A											
DISTRICT 1			DISTRICT 2			DISTRICT 3			DISTRICT 4		
HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL
Total population	30,482	100.00%	Total population	31,178	100.00%	Total population	31,365	100.00%	Total population	29,799	100.00%
Hispanic or Latino	6,720	22.05%	Hispanic or Latino	20,052	64.31%	Hispanic or Latino	7,910	25.22%	Hispanic or Latino	13,031	43.73%
Not Hispanic or Latino	23,762	77.95%	Not Hispanic or Latino	11,126	35.69%	Not Hispanic or Latino	23,455	74.78%	Not Hispanic or Latino	16,768	56.27%
Population of One Race	22,652	74.31%	Population of One Race	10,568	33.90%	Population of One Race	22,362	71.30%	Population of One Race	15,904	53.37%
White Alone	12,803	42.00%	White Alone	4,693	15.05%	White Alone	11,092	35.36%	White Alone	7,507	25.19%
Black or African American Alone	4,170	13.68%	Black or African American Alone	4,109	13.18%	Black or African American Alone	7,027	22.40%	Black or African American Alone	6,760	22.69%
American Indian and Alaska Native Alone	99	0.32%	American Indian and Alaska Native Alone	63	0.20%	American Indian and Alaska Native Alone	104	0.33%	American Indian and Alaska Native Alone	105	0.35%
Asian Alone	5,419	17.78%	Asian Alone	1,590	5.10%	Asian Alone	3,973	12.67%	Asian Alone	1,398	4.69%
Native Hawaiian and Other Pacific Islander Alone	8	0.03%	Native Hawaiian and Other Pacific Islander Alone	9	0.03%	Native Hawaiian and Other Pacific Islander Alone	21	0.07%	Native Hawaiian and Other Pacific Islander Alone	4	0.01%
Some other race alone	153	0.50%	Some other race alone	104	0.33%	Some other race alone	145	0.46%	Some other race alone	130	0.44%
Population of 2 or More Races	1,110	3.64%	Population of 2 or More Races	558	1.79%	Population of 2 or More Races	1,093	3.48%	Population of 2 or More Races	864	2.90%
Total Housing Units	11,554	100.00%	Total Housing Units	9,342	100.00%	Total Housing Units	12,168	100.00%	Total Housing Units	10,552	100.00%
Occupied	11,054	95.67%	Occupied	9,000	96.34%	Occupied	11,332	93.13%	Occupied	10,069	95.42%
Vacant	500	4.33%	Vacant	342	3.66%	Vacant	836	6.87%	Vacant	483	4.58%
DISTRICT 5			DISTRICT 6			DISTRICT 7			DISTRICT 8		
HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL
Total population	31,756	100.00%	Total population	32,375	100.00%	Total population	29,651	100.00%	Total population	29,551	100.00%
Hispanic or Latino	20,852	65.66%	Hispanic or Latino	18,277	56.45%	Hispanic or Latino	6,987	23.56%	Hispanic or Latino	11,138	37.69%
Not Hispanic or Latino	10,904	34.34%	Not Hispanic or Latino	14,098	43.55%	Not Hispanic or Latino	22,664	76.44%	Not Hispanic or Latino	18,413	62.31%
Population of One Race	10,253	32.29%	Population of One Race	13,497	41.69%	Population of One Race	21,612	72.89%	Population of One Race	17,639	59.69%
White Alone	7,098	22.35%	White Alone	5,555	17.16%	White Alone	9,467	31.93%	White Alone	9,002	30.46%
Black or African American Alone	2,436	7.67%	Black or African American Alone	3,362	10.38%	Black or African American Alone	5,026	16.95%	Black or African American Alone	3,517	11.90%
American Indian and Alaska Native Alone	82	0.26%	American Indian and Alaska Native Alone	47	0.15%	American Indian and Alaska Native Alone	59	0.20%	American Indian and Alaska Native Alone	62	0.21%
Asian Alone	550	1.73%	Asian Alone	4,429	13.68%	Asian Alone	6,921	23.34%	Asian Alone	4,943	16.73%
Native Hawaiian and Other Pacific Islander Alone	10	0.03%	Native Hawaiian and Other Pacific Islander Alone	11	0.03%	Native Hawaiian and Other Pacific Islander Alone	6	0.02%	Native Hawaiian and Other Pacific Islander Alone	9	0.03%
Some other race alone	77	0.24%	Some other race alone	93	0.29%	Some other race alone	133	0.45%	Some other race alone	106	0.36%
Population of 2 or More Races	651	2.05%	Population of 2 or More Races	601	1.86%	Population of 2 or More Races	1,052	3.55%	Population of 2 or More Races	774	2.62%
Total Housing Units	10,501	100.00%	Total Housing Units	10,248	100.00%	Total Housing Units	11,755	100.00%	Total Housing Units	10,132	100.00%
Occupied	9,952	94.77%	Occupied	9,785	95.48%	Occupied	11,148	94.84%	Occupied	9,796	96.68%

Proposed Council Districts															Boundaries 2020 Redistricting Data (Source: 2020 US Census Legacy Files) - Option B																	
DISTRICT 1			DISTRICT 2			DISTRICT 3			DISTRICT 4																							
HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL																					
Total population	30,482	100.00%	Total population	32,632	100.00%	Total population	31,365	100.00%	Total population	29,799	100.00%																					
Hispanic or Latino	6,720	22.05%	Hispanic or Latino	20,942	64.18%	Hispanic or Latino	7,910	25.22%	Hispanic or Latino	13,031	43.73%																					
Not Hispanic or Latino	23,762	77.95%	Not Hispanic or Latino	11,690	35.82%	Not Hispanic or Latino	23,455	74.78%	Not Hispanic or Latino	16,768	56.27%																					
Population of One Race	22,652	74.31%	Population of One Race	11,101	34.02%	Population of One Race	22,362	71.30%	Population of One Race	15,904	53.37%																					
White Alone	12,803	42.00%	White Alone	4,914	15.06%	White Alone	11,092	35.36%	White Alone	7,507	25.19%																					
Black or African American Alone	4,170	13.68%	Black or African American Alone	4,369	13.39%	Black or African American Alone	7,027	22.40%	Black or African American Alone	6,760	22.69%																					
American Indian and Alaska Native Alone	99	0.32%	American Indian and Alaska Native Alone	64	0.20%	American Indian and Alaska Native Alone	104	0.33%	American Indian and Alaska Native Alone	105	0.35%																					
Asian Alone	5,419	17.78%	Asian Alone	1,631	5.00%	Asian Alone	3,973	12.67%	Asian Alone	1,398	4.69%																					
Native Hawaiian and Other Pacific Islander Alone	8	0.03%	Native Hawaiian and Other Pacific Islander Alone	12	0.04%	Native Hawaiian and Other Pacific Islander Alone	21	0.07%	Native Hawaiian and Other Pacific Islander Alone	4	0.01%																					
Some other race alone	153	0.50%	Some other race alone	111	0.34%	Some other race alone	145	0.46%	Some other race alone	130	0.44%																					
Population of 2 or More Races	1,110	3.64%	Population of 2 or More Races	589	1.80%	Population of 2 or More Races	1,093	3.48%	Population of 2 or More Races	864	2.90%																					
Total Housing Units	11,554	100.00%	Total Housing Units	10,182	100.00%	Total Housing Units	12,168	100.00%	Total Housing Units	10,552	100.00%																					
Occupied	11,054	95.67%	Occupied	9,706	95.33%	Occupied	11,332	93.13%	Occupied	10,069	95.42%																					
Vacant	500	4.33%	Vacant	476	4.67%	Vacant	836	6.87%	Vacant	483	4.58%																					
DISTRICT 5			DISTRICT 6			DISTRICT 7			DISTRICT 8																							
HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL	HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE		PERCENT OF TOTAL																					
Total population	30,269	100.00%	Total population	32,225	100.00%	Total population	29,651	100.00%	Total population	29,734	100.00%																					
Hispanic or Latino	19,904	65.76%	Hispanic or Latino	18,230	56.57%	Hispanic or Latino	6,987	23.56%	Hispanic or Latino	11,243	37.81%																					
Not Hispanic or Latino	10,365	34.24%	Not Hispanic or Latino	13,995	43.43%	Not Hispanic or Latino	22,664	76.44%	Not Hispanic or Latino	18,491	62.19%																					
Population of One Race	9,741	32.18%	Population of One Race	13,402	41.59%	Population of One Race	21,612	72.89%	Population of One Race	17,713	59.57%																					
White Alone	6,917	22.85%	White Alone	5,468	16.97%	White Alone	9,467	31.93%	White Alone	9,049	30.43%																					
Black or African American Alone	2,159	7.13%	Black or African American Alone	3,359	10.42%	Black or African American Alone	5,026	16.95%	Black or African American Alone	3,537	11.90%																					
American Indian and Alaska Native Alone	79	0.26%	American Indian and Alaska Native Alone	47	0.15%	American Indian and Alaska Native Alone	59	0.20%	American Indian and Alaska Native Alone	64	0.22%																					
Asian Alone	508	1.68%	Asian Alone	4,425	13.73%	Asian Alone	6,921	23.34%	Asian Alone	4,948	16.64%																					
Native Hawaiian and Other Pacific Islander Alone	7	0.02%	Native Hawaiian and Other Pacific Islander Alone	11	0.03%	Native Hawaiian and Other Pacific Islander Alone	6	0.02%	Native Hawaiian and Other Pacific Islander Alone	9	0.03%																					
Some other race alone	71	0.23%	Some other race alone	92	0.29%	Some other race alone	133	0.45%	Some other race alone	106	0.36%																					
Population of 2 or More Races	624	2.06%	Population of 2 or More Races	593	1.84%	Population of 2 or More Races	1,052	3.55%	Population of 2 or More Races	778	2.62%																					
Total Housing Units	9,664	100.00%	Total Housing Units	10,187	100.00%	Total Housing Units	11,755	100.00%	Total Housing Units	10,190	100.00%																					
Occupied	9,253	95.75%	Occupied	9,725	95.46%	Occupied	11,148	94.84%	Occupied	9,849	96.65%																					
Vacant	411	4.25%	Vacant	462	4.54%	Vacant	607	5.16%	Vacant	341	3.35%																					
CITY TOTAL																																
TOTAL POPULATION	246,157	PERCENT OF TOTAL																														
Hispanic or Latino	104,967	42.64%																														
Not Hispanic or Latino	141,190	57.36%																														
Population of One Race	134,487	54.63%																														
White Alone	67,217	27.31%																														
Black or African American Alone	36,407	14.79%																														
American Indian and Alaska Native Alone	621	0.25%																														
Asian Alone	29,223	11.87%																														
Native Hawaiian and Other Pacific Islander Alone	78	0.03%																														
Some other race alone	941	0.38%																														
Population of 2 or More Races	6,703	2.72%																														
Total Housing Units	86,252	100.00%																														
Occupied	82,136	95.23%																														
Vacant	4,116	4.77%																														

Redistricting

City Council Work Session

October 18, 2021

City of Garland Council Districts

This map displays the eight Council Districts of the City of Garland, Texas. The districts are color-coded and numbered as follows:

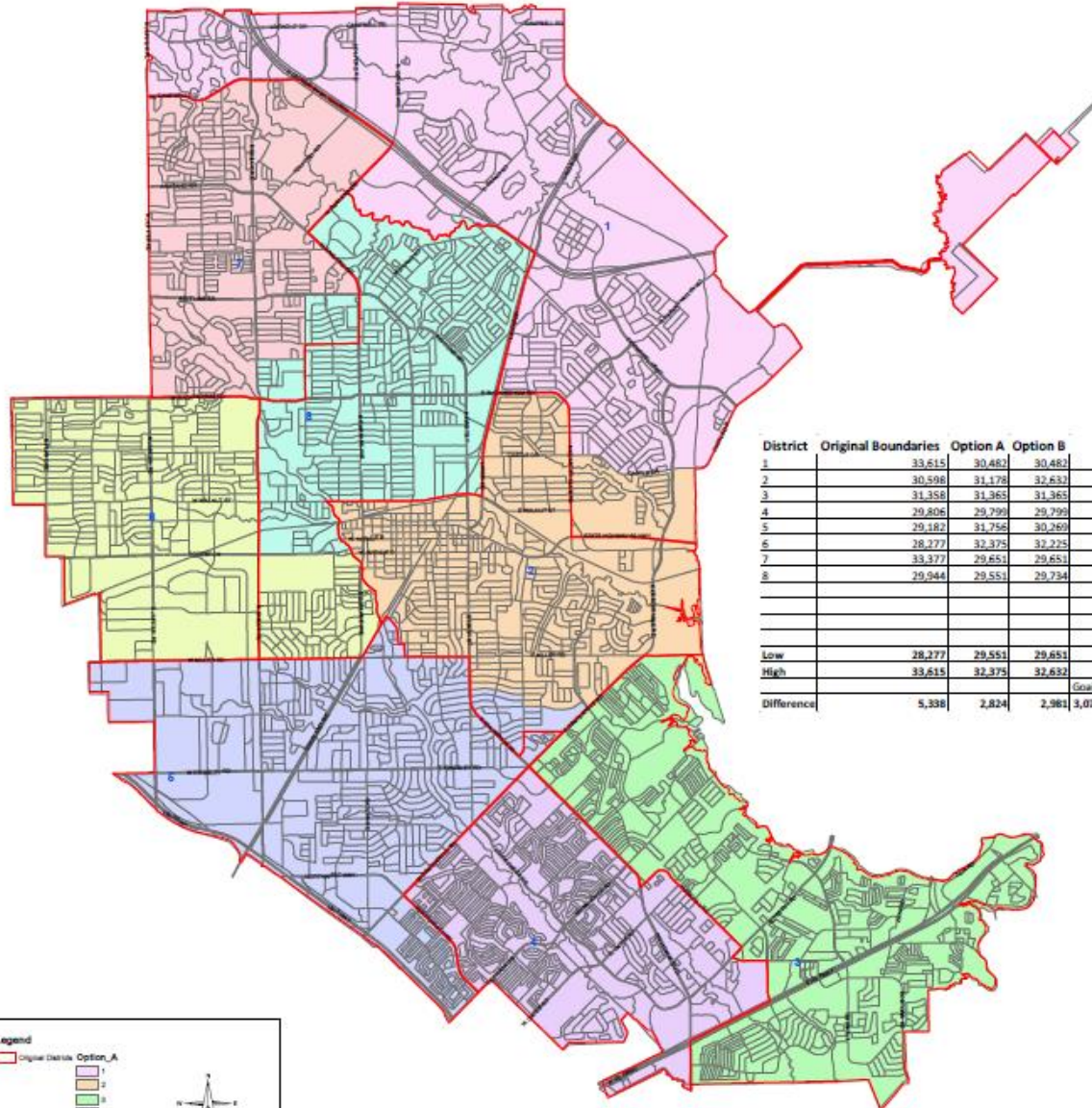
- Council District 1:** Orange
- Council District 2:** Light Green
- Council District 3:** Purple
- Council District 4:** Yellow
- Council District 5:** Light Blue
- Council District 6:** Red
- Council District 7:** Dark Green
- Council District 8:** Cyan

The map includes major roads such as Campbell Rd, Belt Line Rd, Forest Ln, and State Highway 78. A legend in the bottom left corner provides the color key for the districts. A scale bar at the bottom left indicates distances up to 3 miles. A north arrow is located in the top right corner.

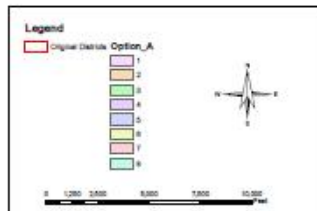


GARLAND

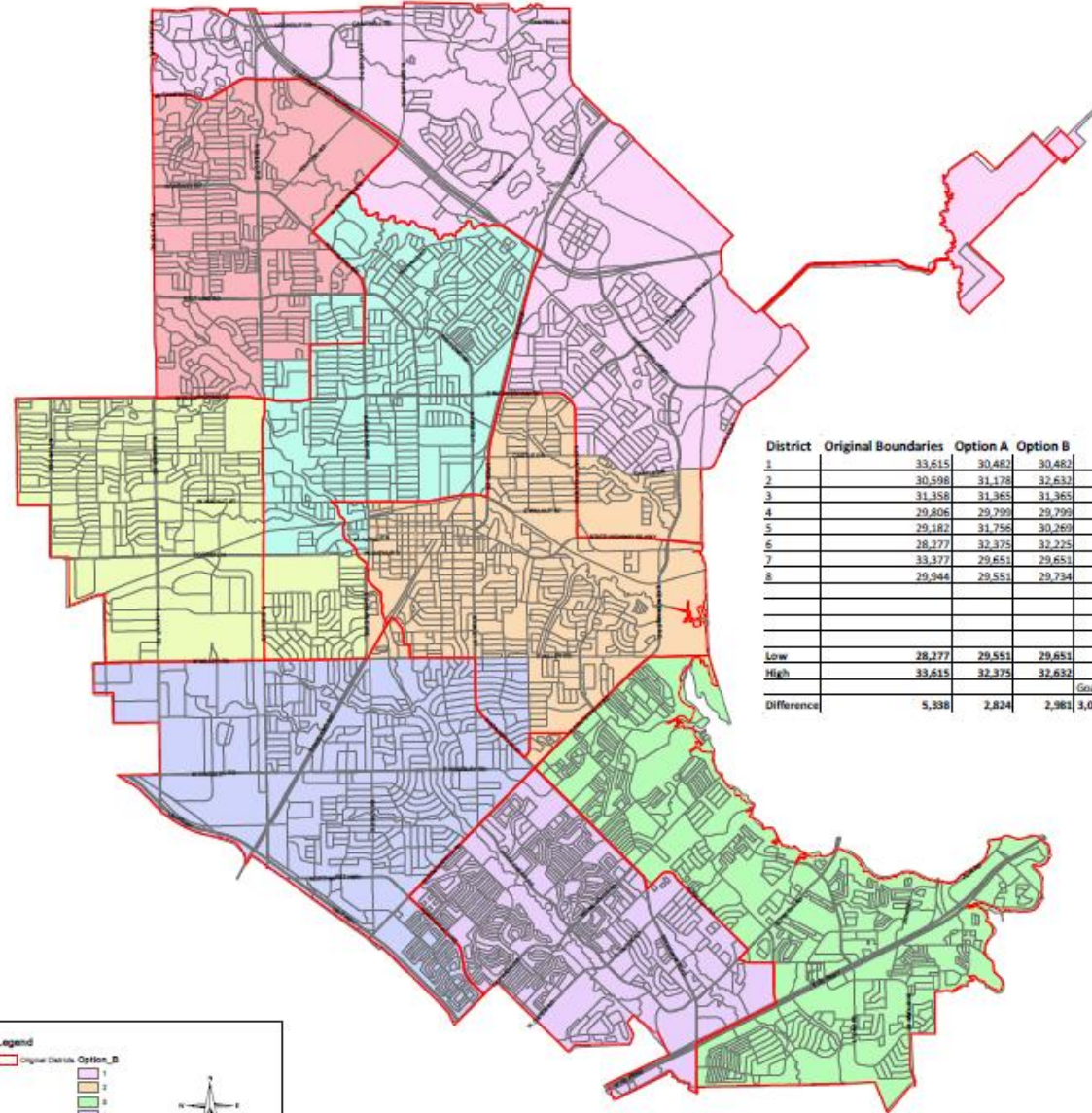
Council Redistricting Option A 2021



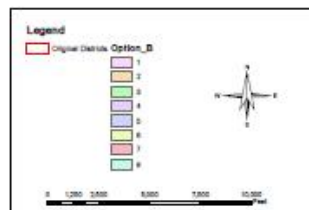
District	Original Boundaries	Option A	Option B
1	33,615	30,482	30,482
2	30,598	31,178	32,632
3	31,358	31,365	31,365
4	29,806	29,799	29,799
5	29,182	31,756	30,269
6	28,277	32,375	32,225
7	33,377	29,651	29,651
8	29,944	29,551	29,734
Low	28,277	29,551	29,651
High	33,615	32,375	32,632
			Goal
Difference	5,338	2,824	2,981 3,076



Council Redistricting Option B 2021



District	Original Boundaries	Option A	Option B
1	33,615	30,482	30,482
2	30,598	31,178	32,632
3	31,358	31,365	31,365
4	29,806	29,799	29,799
5	29,182	31,758	30,269
6	28,277	32,375	32,225
7	33,377	29,651	29,651
8	29,944	29,551	29,734
Low	28,277	29,551	29,651
High	33,615	32,375	32,632
			Goal
Difference	5,338	2,824	2,981 3,076



GARLAND



GARLAND POLICY REPORT

City Council Work Session Agenda

4. d.

Meeting Date: October 18, 2021

Item Title: Consider Garland Cultural Arts Commission Inc. Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement

Submitted By: Andy Hesser, Managing Director

Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events

ISSUE

Staff is seeking Council approval of the 2021-2022 budget of the Garland Cultural Arts Commission, Inc. (GCACI), sub-grant recipients 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 2021-2022 GCACI budget, the list of sub-grant 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 2021-2022 GCACI budget, list of sub-grant recipients, nor authorize execution of the agreement, thereby canceling the \$155,230.00 in revenues, which support cultural arts in Garland.

RECOMMENDATION

This item is scheduled for formal consideration at the October 19, 2021 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 related programs, and historical organizations. The Commission's primary goal is to increase the visibility of the arts and promote an active and diverse arts culture in Garland.

In 1987, the Commission created the private non-profit Garland Cultural Arts Commission Inc. (GCACI) to pursue various sources of revenue, contributions and support in order to grow a cultural arts grant program to provide funding assistance to meritorious arts and historical groups.

The GCACI administers this grant program, funded primarily through revenues received from

Hotel Occupancy Tax funds. Since the program's inception in 1987, grant funds have contributed over \$1.9 million towards the advancement of local cultural arts organizations. 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 Cultural Arts staff reviews the applicants to ensure all organizations presented to the GCACI have met requirements for the granting process. The GCACI conducts interviews with each organization requesting funding, and then moves through the process with staff's guidance using a scoring rubric for applicants, followed by open panel discussion, and award granting.

CONSIDERATION

The attached "Hotel Occupancy Tax Program Management Agreement" in the amount of \$155,230 provides the GCACI with fifteen percent of the hotel occupancy tax net revenue from Quarter 3 of 2019 thru Quarter 2 of 2020. 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 GCACI sub-grant recipients approved October 5, 2021, by the GCACI for this 2021-2022 fiscal year.

Attachments

GCACI Budget 2021-2022

GCACI HOT Grant Awardees 2021-2022

2021-2022 GCACI HOT Funds Agreement

Garland Cultural Arts Commission, Inc.
Proposed 2021-22 Budget

REVENUES

Hotel Occupancy Tax Revenues 2021	155,230
Newsletter Ad Sponsorships	1,200
Carryover Funds from 2020	45,134
<i>TOTAL REVENUE</i>	<i>\$ 201,564</i>

PROPOSED EXPENDITURES

Repeat Expenses

Advertising and Newsletter	10,172
Reimbursement for Sculpture	12,667
Chamber Membership	500
Misc. Food & Supplies	325
Misc. Administrative	200
CPA Fees for reports	800
GISD Arts Competition Honorariums	4,400
<i>Total Repeat Proposed Expenses</i>	<i>\$ 29,064</i>

New Expenses

Reserve Fund	18,530
Arts in Education Concert	10,000
Programming Match	16,000
<i>Total New Proposed Expenses</i>	<i>\$ 44,530</i>

Grant Expenses

<u>Direct cash support to Organizations</u>	<u>127,970</u>
<i>Total Grants</i>	<i>\$ 127,970</i>
<i>(does not include \$25,000 in rental waivers)</i>	

TOTAL PROPOSED EXPENSES \$ 201,564

Garland Cultural Arts Commission, Inc.
Proposed 2021-2022 GCAC, Inc. Grant Awardees

Awardee	Grant Amount
Achievement Center of Texas	\$1,500.00
Texas Winds	\$1,800.00
People Centered Lighthouse	\$4,200.00
Red Warrior's Basketball	\$4,200.00
Garland Landmark Society	\$5,010.00
Breitling Performing Arts	\$6,720.00
Company of Rowlett Players	\$8,500.00
Dallas Ballet Company	\$18,000.00
Garland Civic Theatre	\$23,340.00
Garland Symphony Orchestra	\$26,360.00
Garland Summer Musicals	\$28,340.00
Total Awarded:	\$127,970.00

**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. General Responsibilities of the GCACI. 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. Hotel Occupancy Tax Revenues. In consideration of GCACI's development, operation, and administration of the Program, the City shall pay to GCACI \$155,230.00. 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, 2021. 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. Budget. 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 context 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 5th day of October, 2021.

GARLAND CULTURAL ARTS COMMISSION, INC.


DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

Bryan Bradford, City Manager



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. e.

Meeting Date: October 18, 2021

Item Title: Water Meter Key Distribution Program

Submitted By: Wes Kucera, Managing Director

Summary of Request/Problem

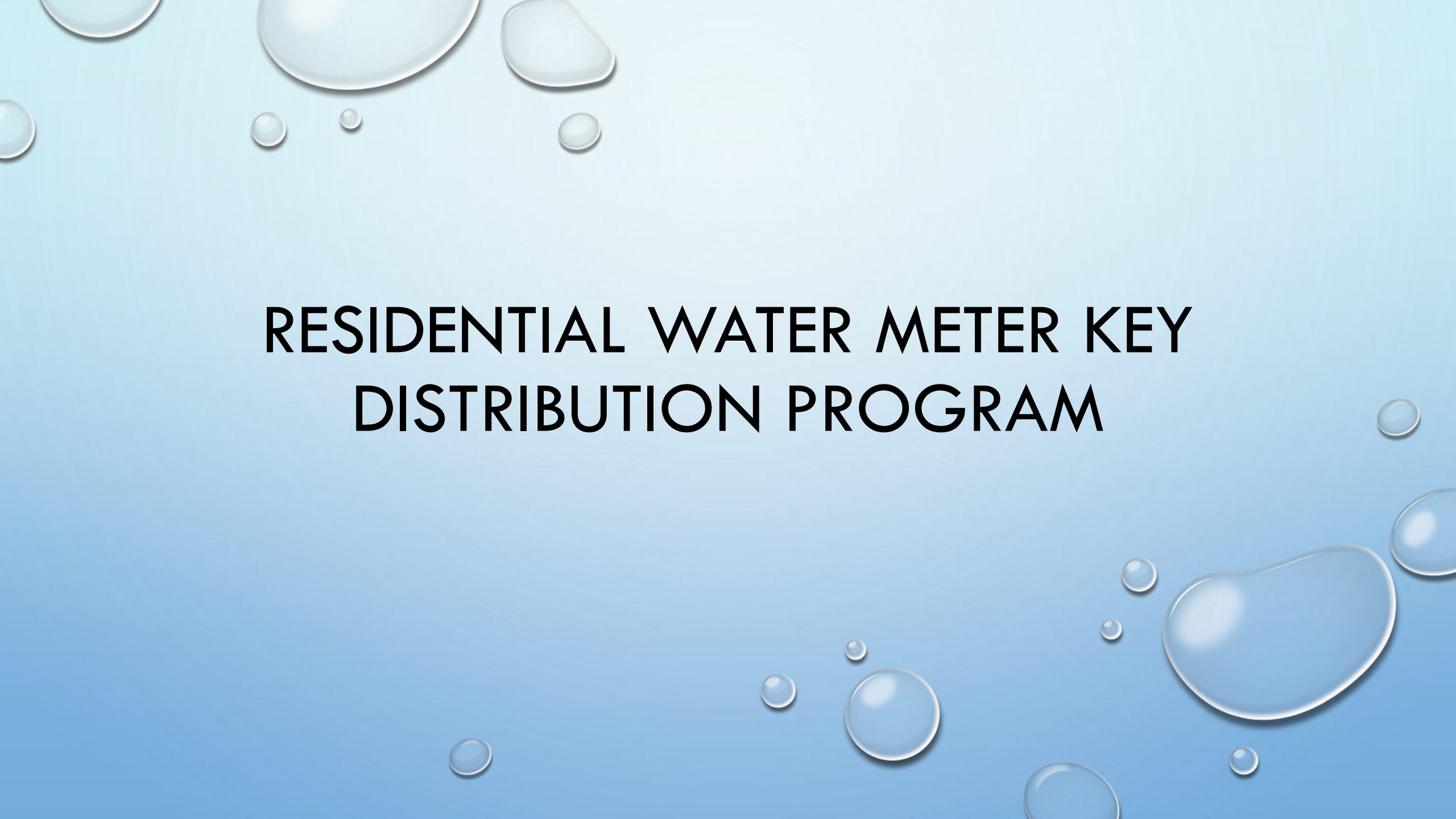
Staff will provide an update to Council regarding the Water Meter Key Distribution Program as discussed by Council after the February winter storm.

Recommendation/Action Requested and Justification

Council briefing.

Attachments

Water Meter Key Distribution Program

The background is a light blue gradient with several realistic water droplets of various sizes scattered across the surface. The droplets have highlights and shadows, giving them a three-dimensional appearance. The text is centered in the middle of the image.

RESIDENTIAL WATER METER KEY DISTRIBUTION PROGRAM

BACKGROUND

- WATER METER BOX LID KEYS ASSIST CUSTOMERS WITH OPENING ALL TYPES OF METER BOX LIDS WITHOUT DAMAGING METER READ DEVICE WIRES
- CUSTOMERS MUST PURCHASE A CUT-OFF WRENCH IN ORDER TO TURN THE WATER OFF
- DETAILED BILINGUAL INSTRUCTION PAMPHLET IS INCLUDED WITH EACH KEY
- FOR EMERGENCY USE ONLY

DISTRIBUTION & EDUCATION PROCESS

- CUSTOMER SERVICE WILL DISTRIBUTE 1 METER KEY + INSTRUCTIONS PER CUSTOMER ACCOUNT, WHILE SUPPLIES LAST
 - ACCOUNT HOLDER MUST BE PRESENT TO OBTAIN KEY
- DETAILED HOW-TO VIDEO TO BE AVAILABLE ON
 - GARLANDWATER.COM HOMEPAGE
 - UTILITY CUSTOMER SERVICE SITE
 - CGTV
 - SOCIAL MEDIA



GarlandTX.gov

972-205-3210



RESIDENTIAL WATER METER KEY DISTRIBUTION PROGRAM

QUESTIONS





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. f.

Meeting Date: October 18, 2021

Item Title: 2022 Scheduling of Council Meetings

Submitted By: Mitch Bates, Deputy City Manager

Summary of Request/Problem

Council is requested to review and discuss, if needed, changes to the City Council meeting dates for 2022 as presented in the attached schedule. The final calendar will be brought back for formal adoption at the November 9, 2021 Regular Meeting.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

2022 Proposed Council Meeting Dates

2022 Council Meeting Dates - Proposed Presentation

2022 Proposed Council Meeting Dates

<u>Work Session</u>	<u>Regular Session</u>
1. Monday, January 3	Tuesday, January 4
2. Monday, January 10	Tuesday, January 11
3. Monday, January 31	Tuesday, February 1
4. Monday, February 14	Tuesday, February 15
5. Monday, February 28	Tuesday, March 1
6. Monday, March 14	Tuesday, March 15
7. Monday, April 4	Tuesday, April 5
8. Monday, April 18	Tuesday, April 19
9. Monday, May 2	Tuesday, May 3
10. Monday, May 16	Tuesday, May 17
11. Monday, June 6	Tuesday, June 7
12. Monday, June 20	Tuesday, June 21
13. Monday, July 11	Tuesday, July 12
14. Monday, July 18	Tuesday, July 19
15. Monday, August 1	Tuesday, August 2
16. Monday, August 15	Tuesday, August 16
17. Monday, September 12	Tuesday, September 13
18. Monday, September 19	Tuesday, September 20
19. Monday, October 10	Tuesday, October 11
20. Monday, October 17	Tuesday, October 18
21. Monday, October 31	Tuesday, November 1
22. Monday, November 14	Tuesday, November 15
23. Monday, December 5	Tuesday, December 6
24. Monday, December 12	Tuesday, December 13



2022 Council Meeting Dates - Proposed

City Council Work Session
October 18, 2021

- Proposed Council Dates
- City Holidays
- Other Key Dates

2022

OPTION A

January

S	M	T	W	T	F	S
					31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Questions and/or Discussion

Council Direction



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. g.

Meeting Date: October 18, 2021

Item Title: American Rescue Plan Act (ARPA) Project List and Funding Discussion - Final
Direction from Council

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

Council will give final direction on the proposed American Rescue Plan Act (ARPA) project list.

Recommendation/Action Requested and Justification

Council discussion and direction on the attached Draft Resolution and ARPA Project List that is scheduled for approval at the October 19, 2021 Regular Council meeting. Approved projects will be incorporated into the 2022 Capital Improvement Program process.

Attachments

ARPA Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING AND APPROVING THE ALLOCATION AND PLAN OF ACTION FOR THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS APPROPRIATED BY THE AMERICAN RESCUE PLAN ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the COVID-19 state and local fiscal recovery funds appropriated by the American Rescue Plan Act ("ARPA") provided \$53,513,994 in aid to the City of Garland to meet pandemic response needs and to rebuild a stronger economy;

WHEREAS, the City Manager submitted a proposed list of eligible ARPA projects on September 13, 2022;

WHEREAS, a public hearing was held on October 12, 2021 to obtain comments from interested parties regarding the use of ARPA funds; and

WHEREAS, upon full consideration of the matter, the City Council has reviewed and deliberated on the proposed list of eligible ARPA projects and made such changes which in their judgment are warranted to rebuild a stronger economy and meet the City's pandemic response needs.

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

Section 1

That the allocation and plan of action for the COVID-19 state and local fiscal recovery funds appropriated by the American Rescue Plan Act, which is attached hereto as Exhibit "A," is hereby approved.

Section 2

This resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 19th day of October, 2021.

THE CITY OF GARLAND, TEXAS

BY: _____
Mayor

ATTEST:

City Secretary

Exhibit A

The City plans to receive \$53,513,994 from the United States Treasury Department related to the Coronavirus State and Local Fiscal Recovery Funds appropriated by the American Rescue Plan Act. Specific uses of these funds approved by the City Council are outlined below:

Description	Total Amount	Total By Area			
		Parks	EM/Fire/PD	Infra/Internal	Libraries
Adtl Restrooms at Gatewood and Embree Park	\$ 851,500	\$ 851,500			
Broadband / Computing	1,000,000			1,000,000	
Central Park Walking Trail	1,965,000	1,965,000			
Emergency Operations Center AV System	384,000		384,000		
Fire Station 1	3,200,000		3,200,000		
Fire Station 6	2,600,000		2,600,000		
Fire Station 7	2,600,000		2,600,000		
Fire Station Bedrooms	4,200,000		4,200,000		
Gatewood Drainage Study	250,000			250,000	
Holford Park Sport Courts	900,000	900,000			
Hollabaugh Recreation Center	900,000	900,000			
Huff Park	4,400,000	4,400,000			
Kingsley Neighborhood Park	1,310,000	1,310,000			
North Garland Branch Library Renovations	850,000				850,000
Oden Splash Pad	2,725,000	2,725,000			
Railroad Crossing Improvements	2,500,000			2,500,000	
Ridgewood Area Master Plan	100,000			100,000	
Saturn Springs Drainage	2,500,000			2,500,000	
Shade Structures	655,000	655,000			
Surf 'n Swim/Audubon Park Drive	1,965,000	1,965,000			
Trail Development - Part 1	3,900,000	3,900,000			
Tuckerville Park (approved in 2004)	8,352,000	8,352,000			
UV HVAC Sanitation	350,000			350,000	
Walnut Creek Library Connective Plaza	450,000				450,000
Wynn Joyce Community Park	4,585,000	4,585,000			
TOTAL	\$ 53,492,500	\$ 32,508,500	\$ 12,984,000	\$ 6,700,000	\$ 1,300,000

Total Available	\$ 53,513,994
Total Allocation	\$ 53,492,500
Total Remaining	\$ 21,494



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. h.

Meeting Date: October 18, 2021

Item Title: Use of Video Technology for Remote Attendance by Council Members

Summary of Request/Problem

At the request of Council Member Rich Aubin and Mayor Scott LeMay, staff has been asked to brief Council on the requirements and the feasibility of Council Members participating by video technology in Work Session and Regular Meetings held in person.

Recommendation/Action Requested and Justification

Council discussion.
