

Work Session Room at City Hall
Monday, October 7, 2024
6 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Work Session Room at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

CONSIDER THE CONSENT AGENDA

Council may ask for discussion or further information on any item posted in the consent agenda of the next Regular Meeting. Council may also ask that an item on the consent agenda be pulled and considered for a vote separate from the consent agenda at the next Regular Meeting. All discussions or deliberations are limited to posted agenda items and may not include new or unposted subject matter.

PUBLIC COMMENTS ON WORK SESSION ITEMS

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

WRITTEN BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a written briefing.

1. Resolution for a Project Specific Agreement with Dallas County for Maintenance Improvements on Buckingham Road

Council is requested to consider authorizing the City Manager to execute a Project Specific Agreement with Dallas County for pavement maintenance on portions of Buckingham Road from Shiloh Road to the West Garland city limit. Unless directed otherwise by Council, this item will be scheduled for formal consideration at the October 8, 2024 Regular Meeting.

2. Facilities Management Warehouse Rental

Council is requested to consider approving a lease agreement to relocate stored materials and equipment to 2050 Forest Lane, Suite 250, and authorize the City Manager to execute such documents necessary to complete the transaction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 8, 2024 Regular Session.

3. **Bond Refunding - Electric Utility System Commercial Paper Notes and Series 2014 Electric Utility Revenue Bonds**

Council is requested to consider refunding up to \$150 million of Electric Utility Commercial Paper Notes and Series 2014 Electric Utility Revenue Bonds. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 22, 2024 Regular Meeting.

4. **Neighborhood Vitality Matching Grant Spring 2024 Applications**

Council is requested to consider approving the funding requests reviewed and recommended by the Community Services Committee for the Spring 2024 Neighborhood Vitality Matching Grant Cycle. Unless directed otherwise by Council, this item will be scheduled for formal consideration at the October 22, 2024 Regular Meeting.

5. **Interlocal Agreement between City of Garland and DART for the Lake Ray Hubbard Transit Center**

Council is requested to consider approving an interlocal agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future transit-oriented development at the Lake Ray Hubbard Transit Center. Unless directed otherwise by Council, this item will be scheduled for formal consideration at the October 8, 2024 Regular Meeting.

6. **Notification of Application for EPA FY25 Brownfield Cleanup Grant**

Council is requested to consider authorizing the City Manager or his designee to execute an application for the EPA FY25 Brownfield Cleanup Grant. As part of the ongoing redevelopment of the medical district, the City acquired approximately 5.98 acres of land at 530 Clara Barton. Due to the sensitive nature of the potential use, additional testing was performed, and additional remediation was recommended.

7. **Notification of Application for EPA FY25 Brownfield Community-Wide Assessment Grant**

Council is requested to consider authorizing the City Manager or his designee to execute an application for the EPA FY25 Brownfield Community-Wide Assessment Grant. As part of ongoing redevelopment efforts, the City continues making efforts to acquire parcels in targeted areas for land assembly. This funding opportunity will provide the City with resources for developing inventories of brownfield sites, prioritizing sites, conducting community involvement activities, conducting planning, conducting site assessments, developing site-specific cleanup plans, and developing reuse plans related to brownfield sites.

8. **City Council Committees - Pending Items List**

Written staff briefing regarding the Pending Items List for City Council Committees.

VERBAL BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a verbal briefing.

9. **DART Funding Update**

Staff will provide an update to Council regarding the ongoing discussions between DART and its member cities.

10. **2019 Bond Program - Status Update**

Staff will provide an update on progress to date in implementing the 2019 Bond Program.

11. **Consider GCACI Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement**

Council is requested to consider approving the GCACI Hotel Occupancy Tax Revenue Budget, Sub-grant

Recipients and Hotel Occupancy Tax Program Management Agreement. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 8, 2024 Regular Meeting.

12. 2025 Bond Study Committee Report

City Council will receive an update from staff and the Bond Study Committee Chair regarding discussions and progress of the 2025 Bond Study Committee.

13. Development Services Committee Report

Development Services Committee Chair, Councilmember Dylan Hedrick, will report on spacing requirements for antennas and the review process prior to Plan Commission meetings.

14. Audit Committee Meeting Report

Internal Audit Committee Chair, Mayor Pro Tem Ed Moore, and Jed Johnson, City Auditor, will provide a committee report on the following items: Weaver Presentation - FY/2024 Audit, Animal Services Audit, GP&L LED Streetlight Conversion Audit, and the FY/2025 Audit Plan.

ANNOUNCE FUTURE AGENDA ITEMS

A Councilmember, 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 of a committee of the City Council. No substantive discussion of that item will take place at this time.

EXECUTIVE SESSION

Council will adjourn into executive session pursuant to Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.086, 551.087, 551.773 and 552.133 of the Texas Government Code.

15. The City Council will adjourn into executive session pursuant to sections 551.072, 551.076, 551.087, 551.089 and 551.071 of the Texas Government Code to deliberate and discuss the following:

1. Matters related to the security of the Animal Services facility and operations (551.089 and 551.076), and attorney/client communication related to the same (551.071).
2. Commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate, stay, or expand in or near the vicinity of 1st Street and West Avenue D and with which the City is conducting economic development negotiations; including a possible offer of a financial or other incentive, including the sale of real property, to a business prospect to relocate a proposed development to that vicinity within the City (551.072 and 551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
3. The purchase of real property (551.072) and consultation with its attorney regarding contemplated eminent domain litigation and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
4. Economic development matters related to the offer of a financial or other incentive, by way of the GHFC, to a business prospect seeking to locate within the City in the vicinity of Rosehill and Interstate 30 (551.087), and attorney client matters related to the same (551.071).

ADJOURN

All Work Sessions of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Tuesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CDs are \$1 each and DVDs are \$3 each).

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 to 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]



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

1.

Meeting Date: 10/07/2024

Title: Resolution for a Project Specific Agreement with Dallas County for Maintenance Improvements on Buckingham Road

Submitted By: Tye Tingey, Sr. Civil Engineer

Strategic Focus Area: Well-Maintained City Infrastructure

Issue/Summary

City Council is requested to consider authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for pavement maintenance on portions of Buckingham Road from Shiloh Road to the West Garland City limit.

Background

The City of Galand entered into a Master Interlocal Agreement with Dallas County that provides for a 50/50 cost share participation program for maintenance and repairs on certain qualifying roadways in the City of Garland. After a Master Agreement is executed, the City is then permitted to submit project proposals to the County for review and acceptance, after which a Project Specific Agreement (PSA) is required to identify specific projects approved for 50/50 cost share participation.

The City submitted a 2.4-mile section of Buckingham Road (Shiloh Road to the West City Limit Line) for cost share participation. The PSA for maintenance and repairs to Buckingham Road establishes a total estimated cost of \$3,660,960, with the cost to be split equally between the City and County.

Consideration / Recommendation

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the PSA with Dallas County to support continued maintenance of the city's pavement assets. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 8, 2024 Regular Meeting.

Attachments

Dallas County & COG PSA Agreement-Buckingham

Location Map

Resolution for PSA signature

PROJECT SPECIFIC AGREEMENT
Re: Buckingham Road, a “Type B” Public Roadway
MADE PURSUANT TO ROAD & BRIDGE MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY OF GARLAND

This Project Specific Agreement, (“PSA”), supplemental to the Master Interlocal Agreement (“Master Agreement”), is made by and between Dallas County, Texas (“County”) and the City of Garland, Texas (“City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs, and improvements to be undertaken on a public roadway in the City of Garland, Texas (“Project”).

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

WHEREAS, on January 24, 2023, County and City entered into a Master Interlocal Agreement, whereby County agreed to provide road and bridge maintenance and repair on “Type B” roadways situated within the territorial limits and jurisdiction of the City; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of concrete repair on Buckingham Road from Shiloh Road to Garland West City Limits, situated in the City of Garland, Texas, as more fully described in Attachment A.

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

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This PSA sets forth the rights and responsibilities of each of the parties as set forth in the Master Agreement, and all supplements and amendments thereto are incorporated herein by reference. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2023-0089, dated January 24, 2023, and additions thereto as incorporated herein;
2. The Construction Estimate, which is attached hereto as Attachment A and

- incorporated herein by reference; and
3. The map/diagram of the proposed work site, which is attached hereto as Attachment B and incorporated herein by reference.

Article III **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV **Project Description**

This PSA is entered into by the parties for concrete repair on a duly qualified “Type B” public roadway within the City. The Project shall consist of concrete repair on Buckingham Road from Shiloh Road to Garland West City Limits, within Dallas County Commissioner District 1, and as more fully described in Attachment A, which is attached hereto and incorporated herein by reference. The Project is authorized by the Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for the expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V **Fiscal Funding**

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

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

In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. City Responsibilities

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance, repairs, improvements, or reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location; (f) funding the purchase of all materials necessary to perform the Project construction; (g) managing construction of the Project; (h) receiving and processing all payments due contractors the City hires to work on the project; (i) contracting through formal bidding procedures to acquire the services of contractors; and (j) where necessary providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall be responsible for performing all construction responsibilities and services contemplated hereunder, as more fully set forth in Attachment A, in a good and workmanlike manner.
3. City shall further be responsible for maintaining the Project site/sites once the Project is completed.
4. City shall be in compliance with the Manual on Uniform Traffic Control Devices Standards in ensuring safety during operations as outlined in the scope of work in Article IV, Project Description.

II. County Responsibilities

1. County shall reimburse the City for proportionate Project costs, as more fully set forth in Section III. below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (“Records”). City agrees that all related Records shall be retained for a period of time not less than four (4) years from the date of termination of this PSA. Such Records shall be provided to the County and available for any audit at any time upon request. The results of any audit may be furnished to the City for comment.

III. Funding

County and City mutually agree that the initial and anticipated Project cost is approximately Three Million, Six Hundred Sixty Thousand, Six Hundred Ninety Dollars and no cents, (\$3,660,690.00) as set forth in Attachment A. County and City mutually agree that City shall be responsible to pay One Million, Eight Hundred Thirty Thousand, Three Hundred Forty-Five Dollars and no cents (\$1,830,345.00) for its portion of “Type B” roadwork. County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed One Million, Eight Hundred Thirty Thousand, Three Hundred Forty-Five Dollars and no cents (\$1,830,345.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost.

County and City further agree as follows:

1. Should the actual cost of the Project exceed the initial and anticipated Project costs, City agrees either to reduce the scope of the Project or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City’s charges. County’s acceptance of City’s invoices are contingent upon City’s compliance with County’s invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County’s satisfaction, but shall pay all undisputed amounts timely. Reimbursement invoices shall clearly identify expenditures within the scope of site and items of work as described in Attachments A and B.
3. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then current conditions and estimated total costs to complete the Project.

Article VII **Miscellaneous**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any sovereign/governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third-Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall

be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.

- III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's sovereign immunity and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
500 Elm Street, Suite 5300
Dallas, Texas 75202

and

CITY:

Judson Rex
City Manager
200 Fifth Street
Garland, Texas 75040

Commissioner Dr. Theresa Daniel
Dallas County Commissioner District #1
500 Elm Street, Suite 7100
Dallas, Texas 75202

Tony Irvin, P.E.
Street Department Director
200 Fifth Street
Garland, Texas 75040

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

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Garland.
- XII. Effective Date. The PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, minutes _____, dated the ____ day of _____, 2024.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2024.

Executed by the City of Garland this the _____ day of _____, 2024.

Executed by the County of Dallas this the _____ day of _____, 2024.

CITY OF GARLAND:

COUNTY OF DALLAS:

SCOTT LEMAY
MAYOR

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

CITY SECRETARY

RECOMMENDED BY:

RECOMMENDED BY:

JUDSON REX
CITY MANAGER

DARRYL MARTIN
DALLAS COUNTY ADMINISTRATOR

**APPROVED AS TO FORM:
CITY OF GARLAND:**

**APPROVED AS TO FORM*:
DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY**

CITY ATTORNEY

CORTNEY PARKER
ASSISTANT DISTRICT ATTORNEY

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

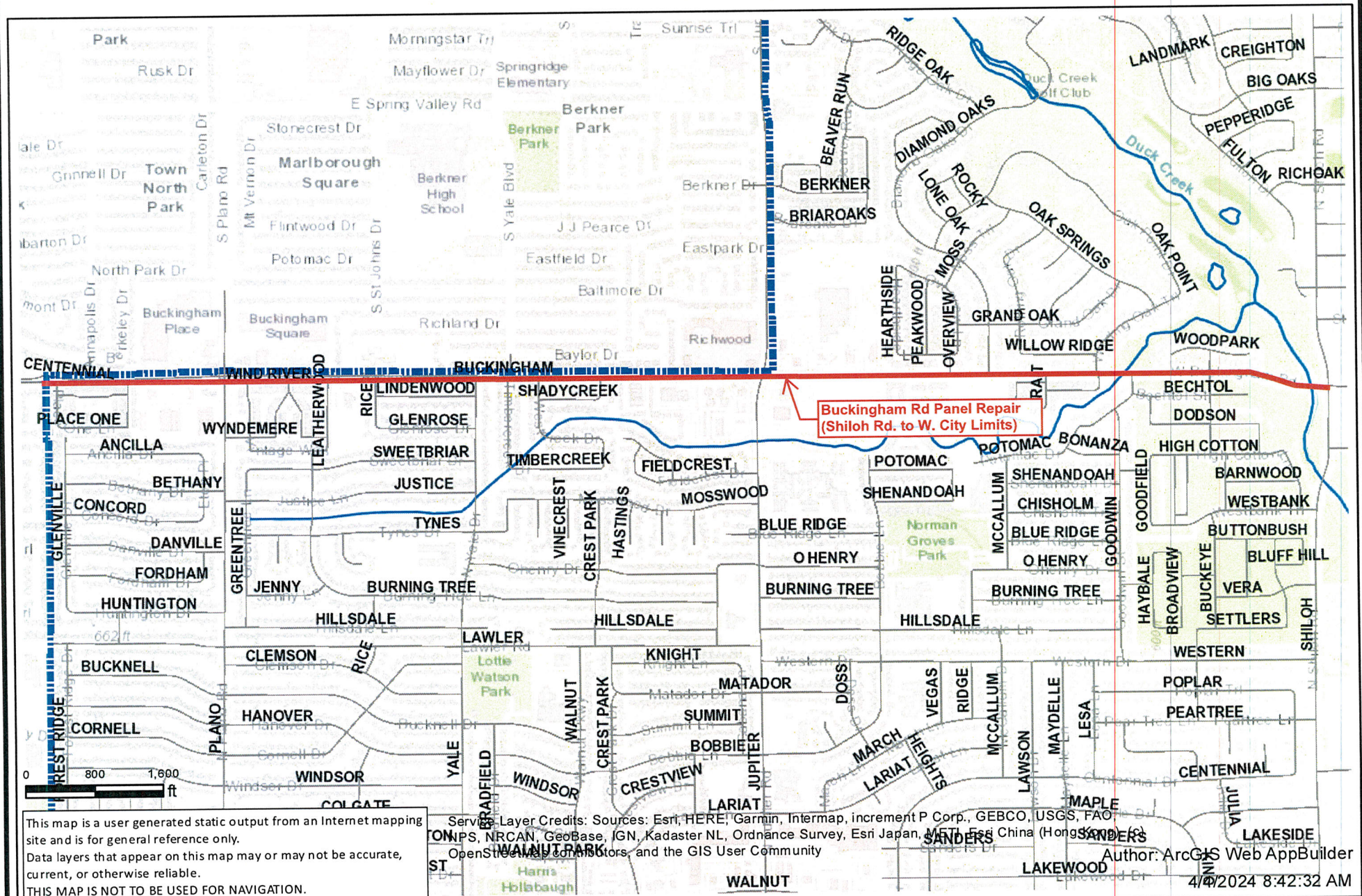
ATTACHMENT A

City of Garland

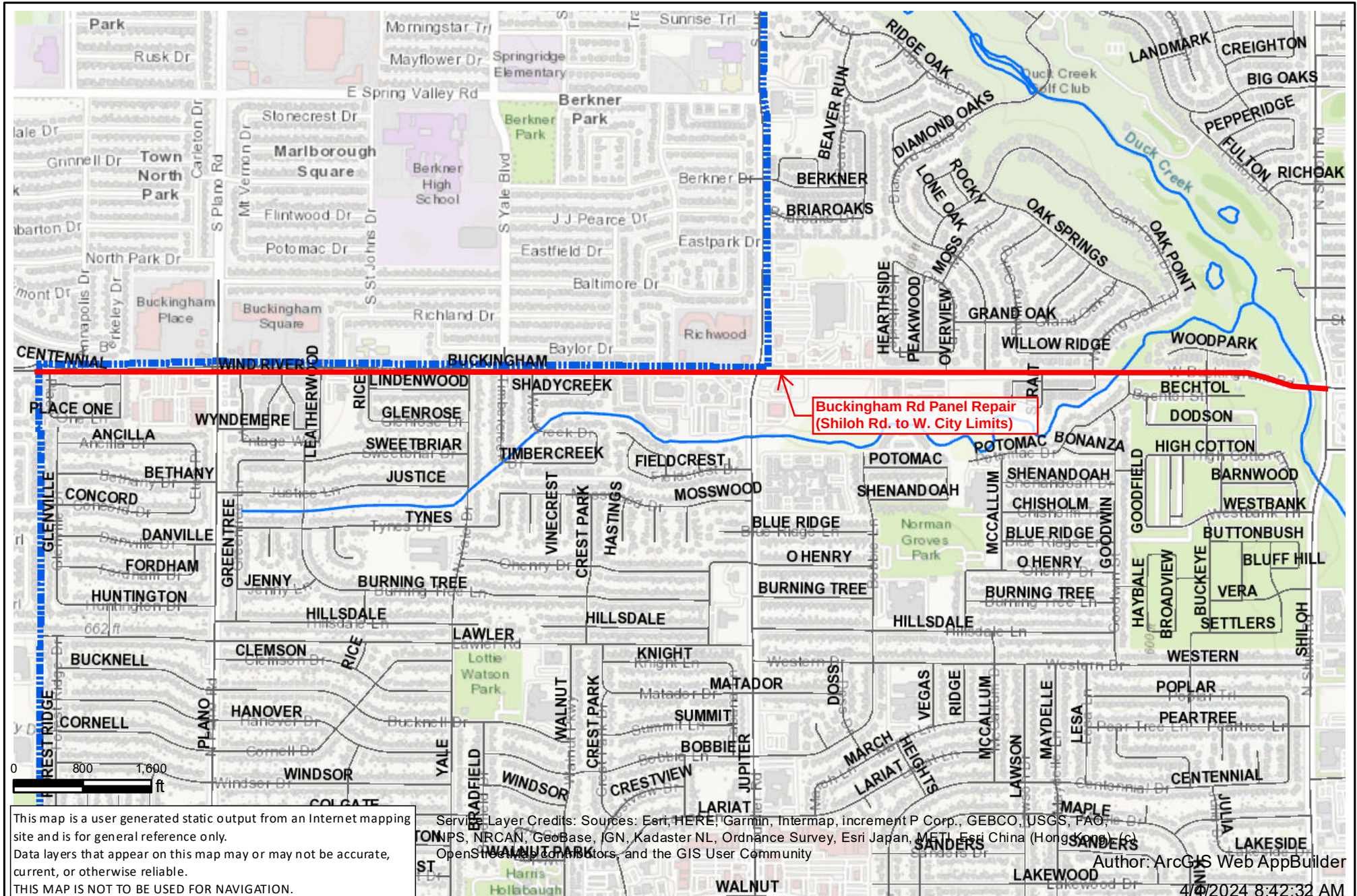
Dallas County Type B Roads - FY 24 Cost Share Candidate

Block	Name	From Name	To Name	Pavement Type	Func Class	Lane Miles	OCI	Comissioner District	FY 23 Maint. Plan	Cost Estimate	
	Buckingham Road	Shiloh Road	West City Limits	Concrete	Arterial	2.38	94.4	1	Concrete Repair	\$3,660,690.00	\$1,830,345.00
Subtotal:										\$3,660,690.00	
Total Project Cost										\$3,660,690.00	
Dallas County Share										\$1,830,345.00	
City of Garland Share										\$1,830,345.00	
Total Project Costs										\$3,660,690.00	

ATTACHMENT B Buckingham Road (Shiloh to W. City Limits)



Buckingham Road (Shiloh to W. City Limits)



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENTS ON PORTIONS OF THE FOLLOWING ROAD WITHIN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS: BUCKINGHAM ROAD, FROM SHILOH ROAD TO GARLAND WEST CITY LIMITS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager or his designee is hereby authorized to execute a Project Specific Agreement with Dallas County for transportation improvements on Buckingham Road from the Shiloh Road to Garland West City Limits. A copy of this PSA is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

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

PASSED AND APPROVED this the _____ day of September, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 10/07/2024
Title: Facilities Management Warehouse Rental
Submitted By: Niels Brown, Real Estate Director
Strategic Focus Area: Future-Focused City Organization

Issue/Summary

The relocation of the Facilities Management storage warehouse will result in the following anticipated annual leasing costs, representing a two-year total of \$311,450. This lease was not anticipated in the FY 2024-25 Adopted Budget. A Budget Amendment to the FY 2024-25 Operating Budget will be brought to City Council for consideration at a future date to appropriate funds in the Facilities Management Fund for the annual lease payment, which will be funded by transfers from the various City Funds that utilize the storage facility in the FY 2024-25 Revised Budget.

Annual Lease Calculation					
Lease Year	Base Rent PSF	Annual Base Rent	OpEx PSF	Annual OpEX	Gross Annual Rent
Year 1	\$9.85	\$113,166.60	\$3.37	\$38,717.88	\$151,884.48
Year 2	\$10.35	\$118,911.12	\$3.54	\$40,653.77	\$159,564.89
Totals		\$ 232,077.72		\$79,371.65	\$311,449.37

Due to the anticipated future storage needs of various city departments, a shorter lease term is recommended initially.

Regardless of short-term usage, a multi-year plan will be developed at a future date to address facility deficiencies and determine the feasibility of developing a new city-owned warehouse or leasing a larger warehouse space on a long-term basis.?

Background

The current Facilities Management storage warehouse is located at 2350 Crist Rd. The privately-owned location is utilized by Facilities Management for office and storage needs to support maintenance operations throughout the city. Following a recent assessment, the Crist Road facility was found to be underutilized for storage but too expensive to renew the lease.

Most pertinent of the findings were that storage needs would be increasing with the planned demolition and rebuild of the Lou Huff Recreation Center. In addition, the Facilities Management offices were to be moved to a city-owned location, so office space in the Crist Road building would not be needed. Lastly, the location of the Crist Road facility would add drive-time for Facilities Management personnel once their offices were moved to the city-owned location.

As a result of the assessment, exploration began to address facility concerns and potential warehouse spaces that contained a minimal amount of office space.

A warehouse location has been identified in the Forest Lane Service Center, located at 2050 Forest Lane, Suite 250. The named location is an existing warehouse space, requiring minimal improvements to meet the current needs of Facilities Management, Parks and Recreation and Cultural Arts Departments, and is also more centrally located in relation to existing city-owned facilities.

Consideration / Recommendation

Staff is requesting approval to enter into a multi-year lease agreement for the warehouse property located at 2050 Forest Lane, Suite 250, as defined above. Occupancy and lease initiation is expected in Q4 2024 and will be renewable for two (2) consecutive years.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 8, 2024 Regular Session.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 10/07/2024
Title: Bond Refunding - Electric Utility System Commercial Paper Notes
Submitted By: Matt Watson, Chief Financial Officer
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

An ordinance to issue up to \$150 million in Electric Utility Revenue Refunding Bonds, Series 2024, will be presented for Council consideration at the October 22, 2024 Regular Meeting. In addition, the ordinance will authorize the appointment of a pricing officer and delegate to the pricing officer the authority to approve on behalf of the City the terms of sale of these bonds and will establish parameters for the approval of such matters by the pricing officer. The purpose of this transaction is to refund a portion of variable rate commercial paper notes with fixed rate long-term debt and to refund the Series 2014 Electric Utility Revenue Bonds.

Background

The Electric Utility Commercial Paper Program is a short-term interim financing tool used to fund the construction of various capital improvement projects for the Electric Utility. Funding capacity of this variable rate program is \$150 million, of which \$91.4 million of this capacity has been issued for capital projects. \$53.525 million of the Series 2014 Electric Utility Revenue Bonds are callable on a current basis and can be refunded for a savings to the Electric Utility.

Consideration / Recommendation

The Refunding Bonds will be amortized over a 30-year period and the aggregate principal amount will not exceed \$150 million. The exact amount of annual debt service and interest will be determined between now and the final pricing.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 10/07/2024
Title: Neighborhood Vitality Matching Grant Spring 2024 Funding Requests
Submitted By: Laura De La Vega, Sr. Planner
Strategic Focus Area: Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Council is requested to consider approval of the Spring 2024 Neighborhood Vitality Matching Grant funding requests.

Background

City Council allocated Neighborhood Vitality Matching Grant funds for Garland neighborhood groups to improve the physical features of their neighborhoods. Projects must provide a public benefit which promotes stronger, safer, and healthier communities. Neighborhood Vitality staff presented the Spring 2024 Matching Grant funding requests to the Community Services Committee on September 9, 2024. The committee recommended the funding requests be considered by City Council.

Consideration / Recommendation

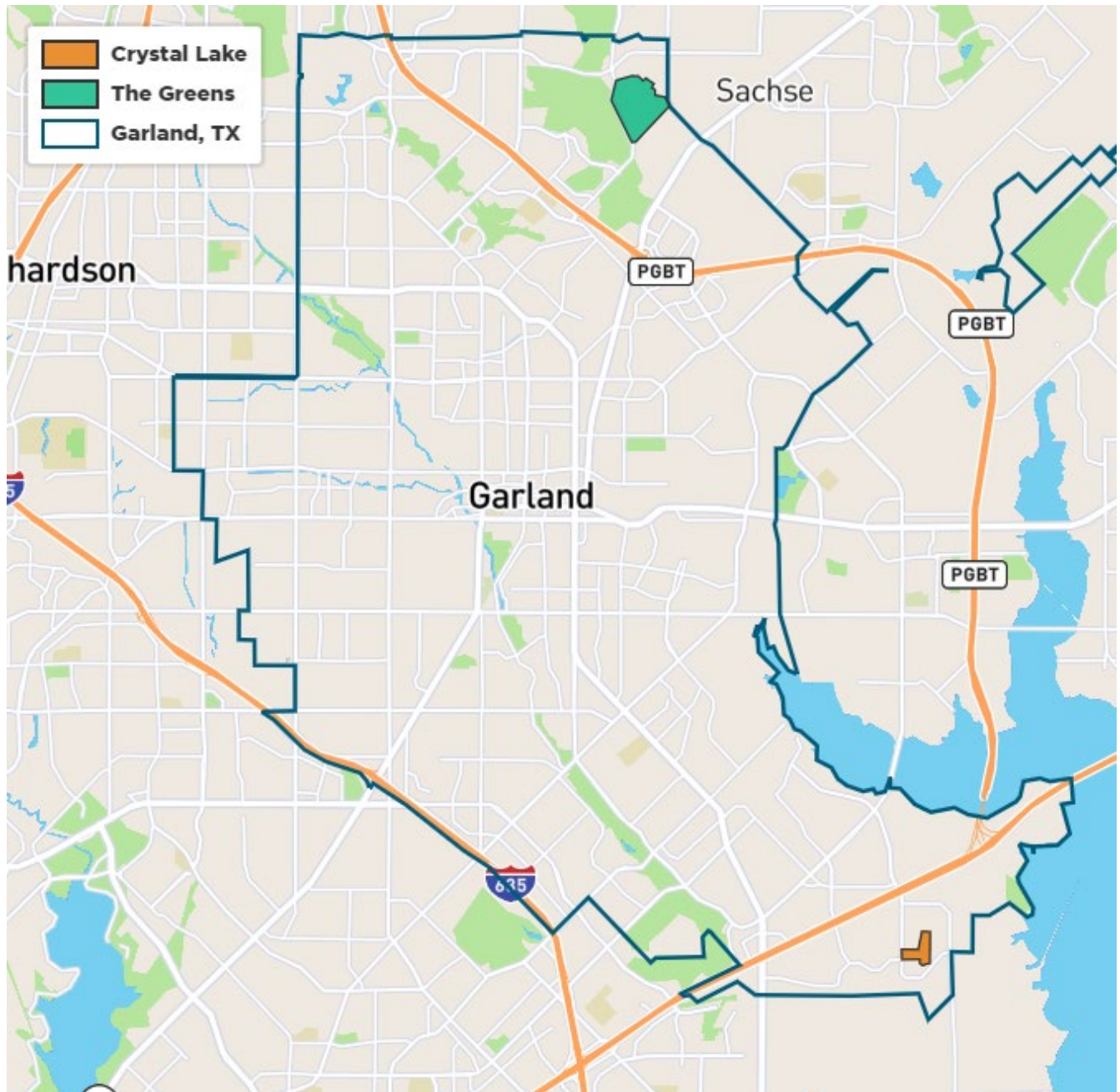
Unless directed otherwise, this item will be placed on the October 22, 2024, Regular Meeting.

Attachments

Spring 2024 Matching Grant Funding Request Packet

NEIGHBORHOOD VITALITY MATCHING GRANT

SPRING 2024 PROJECT LOCATIONS



NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY – ADDITIONAL FUNDS REQUEST

Neighborhood Association: Crystal Lake HOA

Project Name: Retaining Walls and Erosion Control

Project Location: Shoreline at lake behind Sasaki Way

Updated Project Information:

Total Project Cost:	\$133,346
Requesting Amount:	\$100,000
Neighborhood Match	\$33,346
Match Percentage:	25%

Project Summary:

- Install 164 linear feet of riprap retaining wall along the eastern shoreline

Project Updates:

Approved at the November 9, 2021 City Council Regular session, the funding agreement was signed between Crystal Lake and the City of Garland on February 2, 2022. The original project cost was \$109,925 with the requesting amount of \$82,433.75.

The property manager contacted the Office of Neighborhood Vitality in March of 2024 with an updated estimate from the contractor which included the addition of a continuous gravel drain with fabric wrapped to the soil side with a drain pipe installed at the base of the wall to relieve hydraulic pressure and to trap the soil. Geo-grid and necessary steel will be installed to ensure proper strength.

Crystal Lake is requesting an additional \$17,566.25 based on the updated estimate.

Stated Goals

“The lake located inside the Crystal Lake HOA neighborhood provides residents a beautiful place to gather and exercise. Over time, the lake banks have eroded back and are dangerously close to residents [sic] backyard fences.”

Stated Maintenance

Inspected by Knight Erosion on an as-needed basis.

Maps:



Community Services Committee Updates:

Neighborhood Vitality staff presented the funding request at the September 9, 2024 Community Services Committee. The committee recommends this project be considered by full City Council.

However they did request the applicant provide a timeline for project completion. The property manager of Crystal Lake HOA has since clarified their projected start date as the second week of January 2025 with an estimated completion time of February 28, 2025. They have already expended \$9,500 to Knight Erosion Control for engineering and design.

Staff Comments on Updates:

Neighborhood Vitality:

1. Additional funding request must be presented to Community Services Committee for discussion and recommendations before taking to City Council.

Engineering:

1. It does appear that the permit drawings approved by Building Inspections does show the items you mentioned. We don't review structural components/requirements, so all I can say is it is in the permit drawings. Those additional items are always good to have for walls.

Staff Comments on Application:

Neighborhood Vitality:

1. Common area or recreational improvements (new construction) and neighborhood park improvements are both eligible projects under the current matching grant program guidelines, as long as a license agreement is obtained and the improvements are made available to the general public.
2. Repairs or maintenance of existing structures are not eligible under current program guidelines.

Building Inspection

1. Retaining walls over 4' in height require a permit and engineering design. If they are not over 4' in height no permit required.

Engineering

1. Same as Letter of Intent comments.

Staff Comments on Letter on Intent

Neighborhood Vitality

1. Common area or recreational improvements (new construction) and neighborhood park improvements are both eligible projects under the matching grant program. Repairs or maintenance of existing structures are not eligible.

Building Inspection

1. Retaining walls over 4' in height require a permit and engineering design. If they are not over 4' in height no permit required.

Engineering

1. The proposed retaining wall will be considered private by the Engineering Department since the wall will be located outside of public R.O.W. and within the HOA Common Area lot per the Crystal Lake plat.
2. Refer to the Technical Standards Manual Section 7.05 for design criteria that may apply to the proposed retaining wall.
 - a. Be advised: at the discretion of the Director of Engineering, the Director may require the developer to reimburse the City for the City's structural engineering consultant's evaluation of the structural integrity of retaining walls within the zone of influence of public right-of-way and easements.
 - b. One applicable criterion is walls exceeding 4' in height must be engineered and the structural design must be submitted to the Building Inspections Department for review.

Crystal Lake NV

Signed Agreement 1-18-22

- Emailed

1-18-22

NEIGHBORHOOD VITALITY PARTICIPATION AGREEMENT

This Neighborhood Vitality Participation Agreement ("Agreement") is made by and between the City of Garland, Texas, a home-rule municipality (the "City") and Crystal Lake HOA, including its successors and assigns, ("Applicant") located at or near the 4100 Crystal Lane, Garland, Texas (collectively, the "Parties").

WHEREAS, the City has agreed to participate in the expenses of a project to be undertaken by Applicant whereby Applicant will construct, place and maintain certain improvements (the "Project") at or 4300 Crystal Lane, in the Crystal Lake neighborhood in Garland, Texas for the benefit of the citizens of Garland, all as more particularly described in Exhibit "A", attached hereto; and

WHEREAS, Applicant has agreed to undertake and diligently pursue the construction of the Project to full and satisfactory completion, in full compliance with all approved plans, specifications, permits, ordinances, rules, and regulations; and

WHEREAS, it is the intention of the City to assist and financially participate in the Project by reimbursing Applicant for a portion of the allowed and approved Project costs;

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

Section 1. Administration and Construction of the Project.

(A) Applicant shall prepare and submit to the City such plans, specifications, reports, and studies (the "Plans") describing the Project as the City may reasonably require. At a minimum, the Plans shall adequately describe the Project, and all components thereof, in a manner that will provide the City with a means of verifying that the work described in the Project application and the work as finally approved for the Project has, upon completion, actually been performed and completed satisfactorily and in accordance with the Project application and the Plans. Applicant acknowledges that the preparation of such Plans may necessitate the retention of appropriate professionals including, without limitation, architects and engineers. Applicant shall obtain all necessary City, State, and Federal permits.

(B) If required by the City, Applicant shall attend a pre-submittal meeting. Applicant shall prepare bid specifications for the construction of the Project and the solicitation of such bids or proposals from potential contractors. Applicant shall evaluate those bids or proposals and shall award a contract for the work only to the lowest responsible or best-value bidder for construction of the Project, subject to approval by the City. Applicant shall provide the City with true and complete copies of all contracts for the Project. During the course of constructing the Project, Applicant shall provide oversight and management of the Project in accordance with the construction contract, the Plans, and this Agreement. Applicant shall coordinate with appropriate City personnel regarding the performance, inspection, and completion of the Work, and shall provide such information to the City as it may reasonably request regarding Project administration, scheduling, and the progress of construction. Applicant shall promptly evaluate and approve change orders, if appropriate (and subject to approval by the City) relating to the construction of the Project.

(C) Applicant shall review and approve or disapprove (subject to approval by the City) all payment requests submitted by the contractor(s) for the Project, shall promptly pay all approved payment requests, and shall provide copies of the same to the City. Upon completion of the Project, Applicant shall certify to the City that the Project has been completed in accordance with the Plans, shall provide the City with copies of all invoices, payment applications, and other proof of Project expenses as the City may reasonably require.

(D) If the Project involves the construction of permanent improvements to private property, Applicant shall, prior to or at the completion of the Project, obtain, transfer or convey to the City such appropriate easements, dedications or other real property interests as may be deemed necessary by the City as may be reflected on the approved Plans.

Section 2. Payment of Project Costs.

(A) At the completion of the Project, Applicant shall submit proof acceptable to the City that the Applicant's share of Project expenses has been paid including: (i) an "all bills paid" affidavit from the contractor(s) who or which provided the work for the Project; and (ii) lien releases from all contractors, subcontractors, and vendors for the Project.

(B) The maximum amount of Project costs that the City will provide under this Agreement is **\$82,444**. In no event shall the City's share of Project costs exceed the actual, approved costs for the Project even if the final cost of the Project exceeds the cost estimated in the Project application. If actual costs are less than those estimated in the Project application, the City's share shall be equitably reduced to reflect those cost savings.

(C) Unless approved in advance as part of the Project application, Applicant shall not be entitled to any "draw" payments during the course of Project construction and the City shall make only one payment of the City's share of Project costs, at the completion of Project construction.

Section 3. Project Records. Applicant shall keep true, complete and accurate books and records of all costs for which it seeks reimbursement from the City under this Agreement. The City shall have the right, upon reasonable notice and during business hours, to audit those books and records and to obtain, at the expense of the City, copies of those books and records.

Section 4. Indemnity. Applicant hereby indemnifies, releases, discharges, and agrees to hold harmless the City of Garland, Texas, and all of its present, future and former agents, employees, officials, successors, assigns, attorneys, and representatives in their official, individual and representative capacities, (collectively referred to herein as the "Released Parties") from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether common law or statutory), costs and damages (whether common law or statutory, whether actual, punitive, consequential or incidental) of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to: (i) the Project; (ii) to any approval, permission, inspection, or review provided by any Released Party; or (iii) the conditions and circumstances that necessitated the Project. The foregoing release expressly includes any form of liability including strict liability, liability arising under the constitutions of the United States and Texas, and those caused by the

negligence or other fault of any Released Party. This Release is intended to cover and release all possible claims and damages which Applicant may have at the present, at any time in the past, or may possess at any time in the future against any Released Party to the extent those claims relate to the Project or the conditions and circumstances that created, led to or necessitated the Project, and regardless of whether those claims and damages are fully known or appreciated at this time.

Section 5. 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 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 6. 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 7. 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. Provided, however, that if the illegality, invalidity or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either the City or Applicant may, upon written notice to the other, terminate this Agreement and the parties agree to enter into good faith negotiations to replace this Agreement with a contract as similar to the terms and conditions of this Agreement as legally permissible.

Section 8. Waiver. Either City or Applicant 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.

Section 9. 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 10. 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 11. 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 12. 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 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.

Section 14. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 15. 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 16. 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. Except for the provisions of this Agreement relating to the release of claims against employees, agents and representatives of the City, there are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 17. No Waiver of Immunity or Defense. Applicant acknowledges the City makes this Agreement in its governmental capacity. Neither party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity of 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. Applicant acknowledges that the City, in entering into this Agreement and participating in the Project, is acting in its governmental capacity.

Section 18. 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 response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, 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.

EXECUTED this 2 day of February, 2022.

CITY OF GARLAND, TEXAS:

By: [Signature]

By: [Signature]

Print: Scott Bollinger

Print: Becky King

Title: Neighborhood Resources Manager

Title: Managing Director
(over \$25,000 follow Signature Authority)

ADDRESS FOR NOTICE:

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

APPLICANT:

By: [Signature]

Printed Name: ERIC JOHNSON

Title: Property manager

ADDRESS FOR NOTICE:



GARLAND

**EXHIBIT A
NEIGHBORHOOD VITALITY MATCHING GRANT
PROJECT SUMMARY**

Neighborhood-Based Group: Crystal Lake Estates
Project Name: Retaining Walls and Erosion Control
Project Location: Shoreline at lake behind Sasaki Way

Total Project Cost:	\$109,925.00
Requesting Amount:	\$82,443.75
Neighborhood Match:	\$27,481.25
Match %:	25%

Project Summary

- Install 164 linear feet of riprap retaining wall along the eastern shoreline

Location

Between Crystal Lane and Sasaki Way

Identified Neighborhood Boundaries

North – Crystal Lane

South – Sasaki Way

West – Bobtown Road

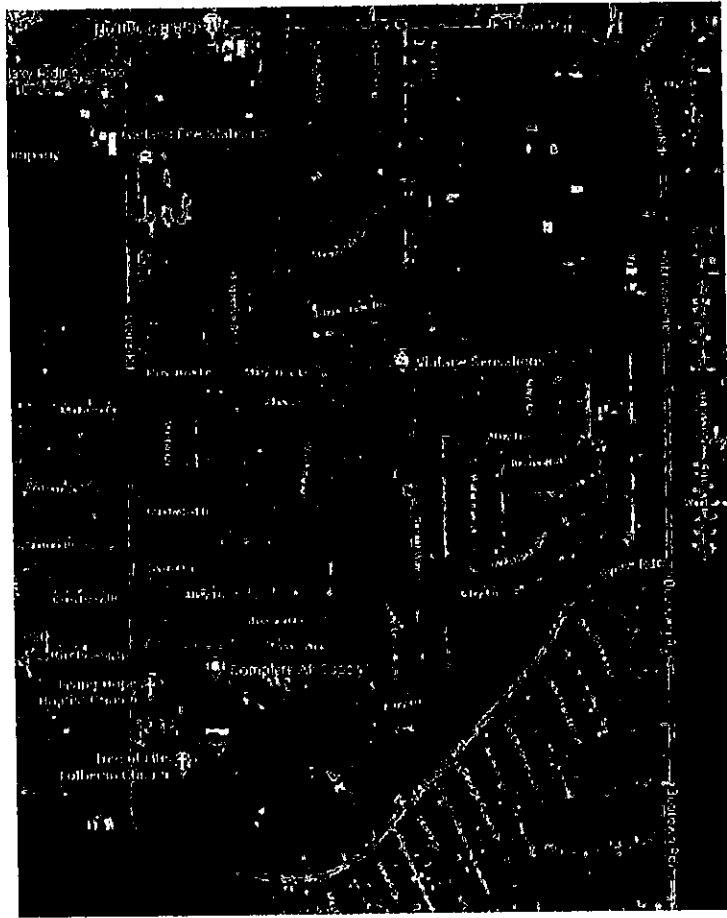
East – Sasaki Way

Stated Goals

“The lake located inside the Crystal Lake HOA neighborhood provides residents a beautiful place to gather and exercise. Over time, the lake banks have eroded back and are dangerously close to residents [sic] backyard fences.”

Stated Maintenance

Inspected by Knight Erosion on an as-needed basis.



Comments from Letter of Intent Phase

Neighborhood Vitality

- Common area or recreational improvements (new construction) and neighborhood park improvements are both eligible projects under the matching grant program. Repairs or maintenance of existing structures are not eligible.

Building Inspection

- Retaining walls over 4' in height require a permit and engineering design. If they are not over 4' in height no permit required.

Engineering

- The proposed retaining wall will be considered private by the Engineering Department since the wall will be located outside of public R.O.W. and within the HOA Common Area lot per the Crystal Lake plat.
- Refer to the Technical Standards Manual Section 7.05 for design criteria that may apply to the proposed retaining wall.

- i. Be advised: at the discretion of the Director of Engineering, the Director may require the developer to reimburse the City for the City's structural engineering consultant's evaluation of the structural integrity of retaining walls within the zone of influence of public right-of-way and easements.
- ii. One applicable criterion is walls exceeding 4' in height must be engineered and the structural design must be submitted to the Building Inspections Department for review.

Application Phase Comments

Neighborhood Vitality

- Common area or recreational improvements (new construction) and neighborhood park improvements are both eligible projects under the current matching grant program guidelines, as long as a license agreement is obtained and the improvements are made available to the general public.
- Repairs or maintenance of existing structures are not eligible under current program guidelines.

Building Inspection

- Retaining walls over 4' in height require a permit and engineering design. If they are not over 4' in height no permit required.

Engineering

- Same as Letter of Intent comments.

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY FOR APPLICATIONS

Neighborhood Association: The Greens of Firewheel

Project Name: Electricity Connections and Lighting Improvements

Project Location: Corners of: Brand & O'Shannon, and Brand & Flanagan Dr.

Total Project Cost:	\$10,000
Requesting Amount:	\$10,000
Neighborhood Match	\$0
Match Percentage:	No Match – Voluntary Neighborhood with Project Cost <\$10,000

Project Summary:

- Install electricity connections to the two (2) entrances on the corners of Brand & O'Shannon and Brand & Flanagan Dr.
- Add lighting improvements to the four (4) corners of the above mentioned entrances.

Stated Goals:

- “Our goals are to assure the beauty, safety and stability of the area and the surrounding community, to promote neighborliness and pride among the residents, and to form a base for representation in matters affecting the community.”

Stated Maintenance:

- “Due to the nature of the project and it's project longevity, we expect to only have to provide routine light bulb and possibly fixture replacements. Maintenance costs should be minimal.”

Maps:



O'Shannon South Entrance



O'Shannon North Entrance



Flannigan South Entrance



Flannigan North Entrance

Community Services Committee Updates:

Neighborhood Vitality staff presented the funding request at the September 9, 2024 Community Services Committee. The committee recommends this project be considered by full City Council.

Staff Comments on Application:

Neighborhood Vitality:

- Previous comments still apply.
- The applicant did not clarify if there is already electricity at these entrances as indicated by Garland Power & Light.
 1. This has since been addressed.

Engineering:

- All previous Engineering comments for The Greens of Firewheel still apply, with one additional clarification about the License Agreement.
 - We see in the estimate that there will be boring and installation of conduit below the two streets in order to run electrical lines to the other side of the ROW. Will this conduit and electrical line be privately owned and maintained by the HOA or by the electrical company (Oncor and/or GP&L)? If the lines will be owned and maintained by the HOA, then a License Agreement will be required. For Oncor / GP&L ownership, we would not require a License Agreement.
- Please have them contact Jake Fisher or Rahman Kafray if they have any questions related to the License Agreement that must be executed (if required) with the Engineering Dept. before they can obtain any permits. Appendix 3D is attached for their reference

Staff Comments on Letter of Intent:

Neighborhood Vitality:

- Matching Grant applicants are eligible to receive up to \$100,000 within a five-year time frame. If approved, the completion of the current project will mark the beginning of their new five-year cycle.
- Application must specify exact scope of work to be completed.
- Line-item estimates must be included with application.
- Installing electrical connections without lighting elements may not be deemed eligible.
 - Is there currently electricity at the entrances? Please confirm or clarify as GP&L has noted there is already service to the entrances.
- Wiring in the irrigation system and replacing controllers could be seen as maintenance of existing structures or facilities which is not eligible.
- If permits are required, please be sure to include this cost into your estimates as permit fees are not waived for Matching Grant projects.
- All projects must comply with applicable City of Garland codes and policies, and applicable federal, state, and local laws. Projects cannot create a public safety hazard or conflict with existing or approved municipal projects. They must also adhere to the comments from the departments below.

Engineering:

- Any private lighting improvements within the public ROW would require a License Agreement to be executed with the Engineering Dept. See [Technical Standards Manual](#) Appendix 3D for assistance.
- Multiple public utilities cross the right-of-way (ROW) at these intersections, see attached GIS Map. Ensure any new ground mounted equipment is placed a minimum of 7.5' from public water (blue) / wastewater (green) lines and 10' from public storm sewer (purple) lines. Contact engineeringrecords@garlandtx.gov to obtain records of more exact utility locations.
- Existing 27'x27' Landscape & Wall Easements at O'Shannon Intersection per attached plat: The Greens No. 3 Replat.
- Existing easements (not legible) at Flanigan Intersection per attached plat: The Greens No. 2.
 - Construction within the ROW would require a [ROW Permit](#).
 - Texas811 should be called to locate the public and private / franchise utility lines prior to installation.

Building Inspections:

Any new electrical or irrigation will require permits.

Garland Power & Light:

It appears they already have service to their entrances for the lighting & irrigation enhancements. FYI, the entrance at Brand and Flanigan is an Oncor service area and the entrance at Brand and O Shannon is an GP&L service area.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 10/07/2024

Title: Interlocal Agreement between City of Garland and DART for the Lake Ray Hubbard Transit Center

Submitted By: Angela Self, Planning Administrator

Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider approving an interlocal agreement (ILA) between the City of Garland and Dallas Area Rapid Transit (DART) for a future transit-oriented development at the Lake Ray Hubbard Transit Center.

Background

In August 2021, a Memorandum of Understanding (MOU) was executed between the City of Garland and DART to pursue Transit-Oriented Development (TOD) opportunities around the Garland transit facilities, including the Lake Ray Hubbard and South Garland Transit Centers. The I-30 Corridor has been identified as a Catalyst Area and the City has been seeking a redevelopment opportunity. The Lake Ray Hubbard Transit Center, situated within this Catalyst Area, was completed in December 1994. It contains 657 parking spaces, and currently, less than 55 spaces are used daily. This ILA is part of the ongoing efforts to redevelop and revitalize the larger strategic area.

As part of the ILA, in order to accommodate a potential TOD project, the City of Garland and DART will confirm a Master Lease Agreement relating to Garland's lease of DART Property. The Master Lease Agreement identifies terms and conditions for the construction of a transit-oriented development in partnership with a Master Developer. A Master Developer will be identified through a Request for Proposal (RFP) process.

Consideration / Recommendation

Staff recommends approval of the Interlocal Agreement for execution. Unless directed otherwise by Council, the ILA will be scheduled for consideration on the October 8, 2024 Regular Meeting.

Attachments

Lake Ray Hubbard ILA



RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

RESOLUTION

Approval of an Interlocal Agreement with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development at the Lake Ray Hubbard Transit Center

WHEREAS, the City of Garland (City) has planned for a 27-acre transit-oriented development (TOD) project at the Lake Ray Hubbard Transit Center, located east of Greenbelt Parkway, comprised of approximately 13 acres owned by DART and approximately 14 acres owned by Lofts iThirty Owner, LLC; and

WHEREAS, phase one of the TOD plan, the 14 acres owned by Lofts iThirty, is currently under development; and

WHEREAS, the City is prepared to move forward with the implementation of the second phase of its Lake Ray Hubbard Transit Center TOD plan and issue a Request for Proposals (RFP) to develop the 13 acres owned by DART; and

WHEREAS, the Interlocal Agreement with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development at the Lake Ray Hubbard Transit Center (ILA) mirrors the ILAs that DART previously entered into with the Town of Addison for the Addison Circle TOD and the City of Richardson for the Arapaho Station TOD; and

WHEREAS, the ILA, included as Exhibit 1 to this Resolution, provides that DART will negotiate a 99-year lease (49-year initial term with two 25-year extension options) with the City for the 13 acres surrounding the transit center and sets out the principal terms of this lease agreement; and

WHEREAS, under the ILA, the City will conduct the RFP process to select a developer for the site, enter into a master development agreement and sublease the DART property to the selected developer; and

WHEREAS, DART's transit operations at the Lake Ray Hubbard Transit Center will be preserved throughout the development process, and the proposed TOD project will be consistent with the 2020 DART TOD Policy and 2020 TOD Guidelines with regard to density, walkability, parking reduction, and supporting land uses that will increase transit ridership; and

WHEREAS, approval of this ILA and TOD project will convert underutilized parking into vibrant mixed-use development and produce revenue for DART.

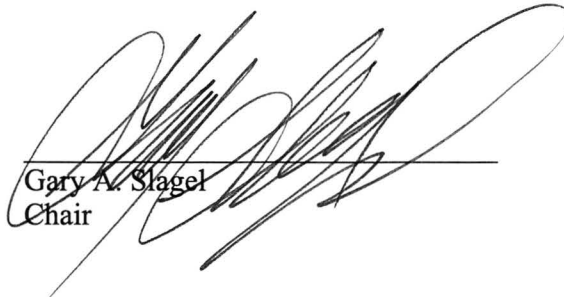
NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to:

- Section 1: Execute an Interlocal Agreement (ILA) with the City of Garland Related to a Master Ground Lease for Implementation of a Transit-Oriented Development (TOD) at the Lake Ray Hubbard Transit Center, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review.
- Section 2: Execute the Master Ground Lease upon its completion, approval by the Federal Transit Administration (FTA), and legal review for consistency with the ILA and the DART TOD Policy.

**Approval of an Interlocal Agreement with the City of Garland Related to a Master Ground Lease
for Implementation of a Transit-Oriented Development at the Lake Ray Hubbard Transit Center**

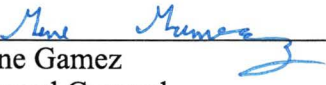


M. Nathan Barbera
Secretary



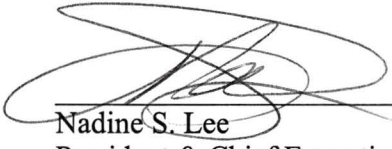
Gary A. Slagel
Chair

APPROVED AS TO FORM:



Gene Gamez
General Counsel

ATTEST



Nadine S. Lee
President & Chief Executive Officer

September 24, 2024

Date

INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND CITY OF GARLAND, TEXAS RELATED TO A MASTER GROUND LEASE FOR IMPLEMENTATION OF A TRANSIT ORIENTED DEVELOPMENT AT THE LAKE RAY HUBBARD TRANSIT CENTER

This Interlocal Agreement (hereinafter referred to as the “Agreement”), is made and entered into by and between the **DALLAS AREA RAPID TRANSIT** (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and the **City of Garland, Texas** (“Garland”), a Texas home rule municipality, (each a “Party” and collectively referred to as “the Parties”) acting by and through their respective representatives.

RECITALS

WHEREAS, DART is the steward of a significant public investment which includes important real property assets which can also be used to leverage the viability of the transit system and to add its value to the community, continuing the expansion and maturation of the transit system along with federal, regional, and local initiatives that direct and concentrate transit oriented development and urban infill around transit facilities to enhance the value of these assets; and

WHEREAS, DART seeks to work closely with its member cities to identify and implement Transit Oriented Development (“TOD”) opportunities by promoting high quality TODs on and near DART-owned properties, which can attract transit system riders, generate new opportunities to create revenue for DART, and provide environmentally sustainable livable communities focused on transit accessibility; and

WHEREAS, through its years of creating and managing successful mass transit systems, including bus and rail lines, in its 13 service area cities, DART has learned valuable lessons about what is needed for successful TODs, has documented the lessons learned over the years, and has adopted the DART Transit Oriented Development Policy, as amended in February, 2020 by DART Board Resolution No. 200033, attached hereto as **Exhibit D** (the “TOD Policy”) designed to assist the general public and the development community in understanding DART’s approach to TOD and transit facility design and how to succeed in TOD projects; and

WHEREAS, the DART Board of Directors (the “Board”) has authorized the President & Chief Executive Officer of DART or his/her designee to pursue the active development of available real estate owned by DART at or near passenger train and bus stations and to work with area cities and the appropriate regional, state, and federal agencies in furtherance of DART’s objectives, as stipulated in Board Resolution 200033; and

WHEREAS, Garland has identified an area comprised of approximately thirteen (13) acres of land owned by DART, generally depicted in **Exhibit A** (the “DART Property”), as an important development opportunity in support of the City’s neighborhoods and has notified DART of

Garland's desire to assume responsibility, subject to and conditioned upon development coordination and operations rights to be reserved by DART with respect to bus and ancillary facilities at the Lake Ray Hubbard Transit Center, for the development of the DART Property as part of Garland's Greenbelt Parkway Property TOD planned development, and to enter a long term master ground lease agreement with DART for the DART Property (the "Master Lease Agreement") in accordance with the general terms set forth herein (the development as a whole being sometimes referred to herein as the "Development"); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of outlining in general the terms, covenants, and conditions to be set forth in the Master Lease Agreement, which terms (i) are consistent with the terms of a market rate ground lease taking into consideration the future operational requirements of DART in regard to bus services that must be accommodated in the Development while concurrently taking into consideration the need to allow for the Development to be economically viable and successful; and (ii) reasonably acceptable to Garland, DART, and the Master Developer (as defined below) and being for the benefit of DART and Garland in connection with the development, use, maintenance, and operation of the Development; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I

Purpose of the Agreement; Term

The Parties agree to negotiate in good faith a Master Lease Agreement relating to Garland's lease of the DART Property to be used for construction and operation of the Development and containing in substance the following terms and conditions; provided, however, nothing herein shall be construed as prohibiting the Parties from executing a Master Lease Agreement containing provisions different than those contained in this Agreement, it being the intent of the Parties to use this Agreement as an outline for future negotiations of the final executed Master Lease Agreement. Furthermore, nothing in this Agreement shall be construed as legally obligating either Party to execute a Master Lease Agreement or imposing any duty whatsoever on either Party to continue negotiations. The term of this Agreement shall commence on the date it bears the signatures of authorized representatives of both Parties (the "Effective Date") and, unless extended by written agreement of the Parties, shall terminate on the earlier of (i) the effective date of an executed Master Lease Agreement or (ii) the second anniversary of the Effective Date if the Parties have not executed a Master Lease Agreement by said date.

Article II Proposed Terms of Master Lease Agreement

The Parties agree that the Master Lease Agreement shall in substance contain the following terms and conditions:

2.1 Initial Term. The initial term of the Master Lease Agreement shall be not less than forty-nine (49) years commencing on the date of expiration of the Pre-Development Period (as defined below).

2.2 Extension Options. The terms of the Master Lease Agreement shall provide for two (2) successive twenty-five (25) year extension options conditioned upon the existence of no uncured default by Garland under the Master Lease Agreement and other objective conditions to be provided in the Master Lease Agreement.

2.3 Termination Due to No Development. The Master Lease Agreement shall provide for the right of DART:

- (a) to terminate the Master Lease Agreement by providing written notice to Garland not later than ninety (90) days prior to the proposed date of termination if construction has not commenced on the DART Property on or before the last day of the Pre-Development Period; providing such termination shall not occur if construction commences before the end of said 90-day notice period; and
- (b) to terminate the Master Lease Agreement with respect to some or all of the DART Property that remains undeveloped as of the twenty-fifth (25th) anniversary of the date of expiration of the Pre-Development Period by providing written notice to Garland not later than one (1) year prior to the proposed termination date, but only if, at the end of said one (1) year notice period, no more than fifty percent (50%) of the DART Property has been developed or is at the time under construction; and
- (c) to terminate the Master Lease Agreement with respect to some or all of the DART Property that remains undeveloped as of the last day of the Initial Term of the Master Lease Agreement by providing written notice to Garland not later than one (1) year prior to the proposed termination date, but only if, at the end of said one (1) year notice period, no more than seventy-five percent (75%) of the DART Property has been developed or is at that time under construction.

DART's right to terminate the Master Lease Agreement pursuant to the provisions described in this Section 2.3 shall not apply to any portion of the DART Property that is under active development as of the proposed termination date.

2.4 Termination by Garland. Garland may, upon written notice to DART, terminate the Master Lease Agreement in the event Garland is unable to enter into a Development Agreement or Sublease Agreement (as such agreements are defined below) with a Master Developer on or before the termination of the Pre-Development Period.

2.5 Pre-Development Period. The Master Lease Agreement shall provide for a Pre-Development Period (herein so called) commencing on the effective date of the Master Lease Agreement and ending not earlier than the day prior to the fifth (5th) anniversary of the effective date of the Master Lease Agreement, the purpose of which is to provide time for selection of the Master Developer, survey/platting, securing entitlements, financing, completion of permitting and commencement of construction.

2.6 Rent Commencement. No Annual Base Rent shall be due or payable until the first to occur of the following (the “Rent Commencement Date”): (i) the day following the expiration of the Pre-Development Period, (ii) the date construction on the DART Property results in DART’s inability to occupy and use a material part of DART’s transit facilities located on the DART Property without alternate transit facilities reasonably comparable to DART’s current transit facilities being provided by Garland for use by DART within reasonable proximity to the current transit facilities, or (iii) the date of issuance by Garland of a Certificate of Occupancy for the first building constructed on the DART Property by Garland, the Master Developer, or any sublessee of the Master Developer. DART shall be responsible for the payment of all expenses relating to DART transit operations.

2.7 Annual Base Rent. The Master Lease Agreement shall provide for the annual payment of rent to DART for the lease of the DART Property (“Annual Base Rent”) determined generally as follows:

- (a) Annual Base Rent shall be payable to DART on the basis below, subject to DART’s obligations with respect to all operating expenses related to DART’s transit operations, including operation of any dedicated DART patron parking, bus lane pavement, and the transit platform, as set forth in Section 2.14 below, and to the rent received by Garland from the Master Developer (“Sublease Rent”). At no point will the Annual Base Rent payable to DART exceed the Sublease Rent amount. The Annual Base Rent shall be payable in advance in equal monthly installments.
- (b) Annual Base Rent under the Master Lease Agreement shall be determined based upon the appraised market value of the land component of the DART Property (taking into consideration any land dedicated solely to DART operational and infrastructure requirements as set forth in Section 2.14 below) (the “DART Land Value”) promptly following the Rent Commencement Date (and paid by Garland as soon as it is determined). The process whereby DART’s and Garland’s respective appraisers determine the “market value of the land” shall be as follows:
 - (i) DART’s appraiser and Garland’s appraiser each determine the DART Land Value;
 - (ii) if the higher market value is not more than five percent (5%) greater than the lower market value, the market values will be averaged;

- (iii) if the difference in the market value determined in the two appraisals is greater than five percent (5%), the Parties' appraisers will select a third appraiser from a list preapproved by DART and Garland; and
 - (iv) the third appraiser will decide which of the two appraisals most closely represents the market value of the land, and the market value of the land in that appraisal will be the final and binding initial DART Land Value used in determining Annual Base Rent.
- (c) Annual Base Rent for the first five (5) years of the term following the Rent Commencement Date ("Initial Annual Base Rent") shall be determined by multiplying the DART Land Value by four percent (4%). The initial Annual Base Rent under the Master Lease Agreement shall be determined not later than one hundred eighty (180) days preceding the end of the Pre-Development Period. The Annual Base Rent shall be adjusted each fifth (5th) year thereafter and at the beginning of each Extension Term (each being a "Rent Adjustment Date"), or it may be adjusted as other times as agreed upon in writing by the Parties.
- (d) On each Rent Adjustment Date, Annual Base Rent shall be adjusted to an annual amount calculated as the greater of:
 - (i) the DART Land Value, as appraised, multiplied by four percent (4%); or
 - (ii) the appraised market value of all improvements located on the DART Property as of the date of appraisal (determined using the same procedures used to determine the DART Land Value) multiplied by fifteen percent (15%), the product of which is then multiplied by four percent (4%).
- (e) The Parties shall use commercially reasonable efforts to determine the adjustment to be made to the amount of the Annual Base Rent not later than one hundred eighty (180) days prior to each Rent Adjustment Date.

The Parties intend the Annual Base Rent will be "reset" every Rent Adjustment Date following the Rent Commencement Date based on the appraised market value calculation set forth above.

2.8 Additional Rent Payment. If Garland receives rent under the Sublease Agreement with the Master Developer for the sublease of the DART Property in an amount greater than the Annual Base Rent then payable by Garland to DART, Garland will pay DART an amount equal to fifty percent (50%) of the difference between the rent paid to Garland under the Sublease Agreement and the Annual Base Rent then payable to DART (such payment being "Additional Rent"). Real and personal property taxes, local sales and use taxes, other taxes paid directly by the Master Developer or paid to Garland for remittance to the appropriate taxing authority shall not be considered for purposes of calculating the amount of Additional Rent to be paid by Garland to DART. Further, any rent paid by the Master Developer under the Sublease Agreement which is rebated, credited, or refunded to the Master Developer by Garland as reimbursement for development costs incurred by the Master Developer, such as infrastructure improvements,

signalization, or other public improvements, shall not be considered for purposes of calculating the amount of Additional Rent to be paid by Garland to DART.

2.9 Unsubordinated Ground Lease. The Parties agree the Master Lease Agreement will be unsubordinated. Appropriate subtenant and lender protections, such as non-disturbance and notice and cure rights, will be included in the Master Lease Agreement.

2.10 Permitted Uses. The Master Lease Agreement shall provide that the DART Property shall be used as part of a mixed use transit-oriented development with uses consistent with the TOD Policy/Guidelines including, without limitation, mid- to high-density urban mixed use development supporting office, residential, entertainment, retail and maker space uses, public and private parking requirements, and specialized transportation infrastructure requirements of DART that are associated with the operations of bus and ancillary facilities at DART's Lake Ray Hubbard Transit Center. The Master Developer shall be required in any sublease to the Master Lease Agreement to comply with the operational and infrastructure requirements for continuation of transit services and public accommodation on the DART Property referenced in Section 2.15 below and further described on Exhibit B attached hereto. The proposed development by the Master Developer must comply with the TOD Policy/Guidelines and be consistent with a best-in-class transit-oriented urban mixed-use development in terms of density and mix of uses. Any modification or improvements to the DART Property that directly and adversely impacts DART's operational needs as described in Exhibit B must be reviewed and approved in writing by DART, which approval shall not be unreasonably withheld, delayed, or conditioned.

2.11 Prohibited Uses. The Master Lease Agreement will contain restrictions against the use of the DART Property for the noxious uses described in Exhibit C attached hereto. Further, in no event shall any portion of the Development be used for mini-storage or mini-warehouse purposes or for a parking garage that does not provide parking support for a hotel, office building, retail building, transit center, multi-family residential building, or other building(s) on the DART Property.

2.12 Project Capital and Operational Expenditures. Except as set forth below, the Master Lease Agreement shall provide that the Master Developer, as subtenant, or parties other than DART shall be responsible for all expenditures related to the Development and improvements thereon including, without limitation, all property management, leasing, maintenance, repair, insurance and taxes, and all capital expenditures for infrastructure, grounds, and facility improvements and replacements with respect to the DART Property (it being understood that the appraised market value of the DART Property for purposes of determining Annual Base Rent will take into consideration any DART operational or infrastructure requirements outlined in Section 2.14 below). DART shall be responsible for all capital expenditures relating to the construction and installation of the DART operational infrastructure, including passenger platform, all ticket kiosks, all informational board, and all operating expenses related to DART's transit operations, including operation of any dedicated DART patron parking, bus lane pavement, and the transit platform. Garland, as the sublessor under the Sublease Agreement, shall have the responsibility for using commercially reasonable efforts to enforce the Master Developer's compliance with these obligations.

2.13 City's Responsibilities. Garland will provide such land use entitlements, tax rebates, and other incentives as Garland determines in its sole discretion to be appropriate for obtaining a qualified master developer. Garland shall be responsible for oversight of the initial Master Developer and any subsequent master developer(s).

2.14 DART Operations and Infrastructure. Garland acknowledges DART has ongoing operational and infrastructure requirements associated with DART's Lake Ray Hubbard Transit Center area that must be accommodated in the transition of the DART Property to commercial development uses and in DART's future use and operations as provided in Exhibit B. The Master Developer shall be required to comply with the requirements set forth in Exhibit B subject to such exceptions as may be approved in writing by DART from time to time.

2.15 DART Property. The Master Lease Agreement shall provide that development of the DART Property must allow for at least the levels of service provided in the DART January 2022 Service Changes and Bus Network Plan (as referenced in Section 2.17 hereof), approved by the Board in August 2021. The Master Lease Agreement shall also include provisions addressing any subsequent changes to DART's service plan to the extent such changes impact DART's existing transit facilities on the DART Property. DART shall reserve the right to redevelop and rebuild its operational and infrastructure improvements within the area of the DART Property occupied by DART's transit facilities as of the effective date of the Master Lease Agreement as long as DART pays all costs of doing so; however, in no event shall any such redevelopment or rebuilding affect any other portions of the Development, including any other buildings or parking areas on the DART Property, unless approved by Garland.

2.16 DART's Responsibilities. The Master Lease Agreement shall provide that DART will (i) provide assistance with the location of electric power, on-location permits, and fiber access when available and as may be mutually agreeable; (ii) agree to work in a collaborative and timely manner with Garland and the Master Developer in planning, design construction activities, in particular as those pertain to interactions with North Central Texas Council of Governments (NCTCOG), Texas Department of Transportation (TxDOT), Federal Transit Administration (FTA), and other relevant state or federal agencies; and (iii) be responsible for coordinating and managing the FTA review process set forth in Section 3.19 below.

2.17 Notification of Minimal Operational Needs. The minimal DART operational and infrastructure continuing requirements to be referenced in the Master Lease Agreement are included in Exhibit B; however, DART reserves the right to notify Garland of necessary modifications to these operational and infrastructure continuing requirements for incorporation into the Master Lease Agreement.

2.18 Insurance. The Master Lease Agreement shall require Garland during the Term, as extended, to obtain and maintain such commercial general liability and casualty insurance policies as are typically required for such lease agreements consistent with the types and coverages required by DART and Garland's risk managers. Garland shall require the Master Developer, as subtenant, during the term of the Sublease Agreement, to obtain and maintain such commercial general liability and casualty insurance policies as are typically required for such lease agreements consistent with the types and coverages required by DART and Garland's risk managers. Such

insurance policies shall name DART and Garland as additional insureds. The Master Lease Agreement shall also provide that Garland may satisfy the requirement to provide insurance by obtaining comparable coverage through participation in an intergovernmental risk pool authorized by state law.

2.19 Indemnity. The Sublease Agreement shall require the Master Developer, as the subtenant, during the term of the Sublease Agreement, to indemnify, defend, and hold DART and Garland harmless from third-party claims arising from the development and construction activities on the DART Property and the use, operation, maintenance, repair, and replacement of improvements on the DART Property, except for claims arising from DART's transit operations or any DART capital improvement projects that may occur at the bus transit center area.

2.20 Master Developer. Garland shall have the exclusive authority to solicit proposals for the development of the Development (including the DART Property), evaluate the proposals, select the developer to serve as the master developer for the Development (the "Master Developer"), and negotiate and execute development agreements and sublease agreements with the Master Developer (such agreements, respectively, the "Development Agreement" and the "Sublease Agreement"); provided, however, the Master Lease Agreement shall provide that DART will have the opportunity to provide input throughout the process of the selection of the Master Developer. Garland will agree to use its best efforts to select as the Master Developer a highly qualified commercial real estate development entity with experience developing, leasing, operating, and maintain mixed-use developments, preferably with transit-oriented development experience, with uses consistent with the TOD Policy/Guidelines, including, without limitation, mid-to-high density, urban mixed use development supporting office, residential, entertainment, retail and maker space uses, public and private parking requirements, and specialized transportation infrastructure requirements of DART that are associated with the operation of bus and ancillary facilities by DART.

2.21 DART Review of Development Agreement and Sublease Agreement. The Master Lease Agreement shall provide that prior to Garland's execution of the Development Agreement and Sublease Agreement, DART shall be provided not less than thirty (30) days after DART's receipt thereof to review the Development Agreement and the Sublease Agreement solely for the purpose of confirming such agreements are consistent with the terms of the Master Lease Agreement, which confirmation shall not be unreasonably withheld. Prior to the solicitation and/or award proposal or bids or the execution of agreements relating to the Development, DART shall be provided final drafts of all RFQs, RFPs, development proposals, the Development Agreement, and the Sublease Agreement solely for the purpose of assessing whether such documents or agreements are likely to reduce DART's transit operations on DART Property to below the minimum operational requirements under the Master Lease Agreement or are otherwise inconsistent with the provisions of the Master Lease Agreement, which assessment will be required to be provided to Garland not later than thirty (30) days after receipt of the document from Garland. To the extent allowed by law, DART shall hold such documents in strict confidence and not be made available to the public during negotiations with potential master developers.

2.22 Master Developer Solicitation Process. Subject to the terms of Section 3.19 below requiring compliance with all FTA regulations, Garland shall select and execute the Development

Agreement and Sublease Agreement (which agreements shall be consistent with the terms of the Master Lease Agreement) with a Master Developer within a period of twenty-four (24) months following the effective date of the Master Lease Agreement, subject to a twelve (12) month extension at Garland's option if a Master Developer has been selected and Garland is actively negotiating the Development Agreement and Sublease Agreement with such Master Developer. Any further extension of time to execute the Development Agreement and Sublease Agreement with the Master Developer shall be subject to the written approval of DART, which shall not be unreasonably withheld or delayed.

Article III Miscellaneous

3.1 Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

3.2 Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and Garland with respect to the subject matter hereof. There is no other collateral agreement, oral or written, between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto and which are incorporated herein.

3.3 Amendment. This Agreement may not be amended except by the mutual agreement of the Parties. The Parties shall provide to each other board minutes, resolutions, certificates of incumbency, and other documents reasonably requested by either Party evidencing the authority of the Party signing this Agreement, any amendments hereto, or any other document related hereto on behalf of a Party so signing.

3.4 Default. Any one of the following shall constitute an event of default of this Agreement: (i) failure of either Party to negotiate in good faith; (ii) prior to termination of this Agreement, DART entering into an agreement with a developer or entity to lease or purchase all or part of the DART Property; (iii) Garland's failure to diligently pursue a master developer for the Development; or (iv) a material misrepresentation by a Party.

3.5 Termination for Default. This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, (i) unspent funds and misapplied funds, if any, provided to Garland by DART in connection with this Agreement shall be refunded to DART, or (ii) unspent funds and misapplied funds, if any, provided to DART by Garland in connection with this Agreement shall be refunded to Garland, and thereafter neither Party shall have further obligations to the other pursuant to this Agreement. In addition to a claim to recover such funds, the sole and exclusive remedies for an uncured default by a Party shall be termination of this Agreement by the non-defaulting Party.

3.6 Governing Law and Construction. This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

3.7 **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

3.8 **Terminology.** "Hereunder," "hereof," and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

3.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

3.10 **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.

3.11 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier, facsimile, or otherwise hand delivered and received by 5:00 P.M. on such day:

Garland: City of Garland
Attention: City Manager
PO Box 469002
Garland, Texas 75046

Copy To: City of Garland
Attention: City Attorney
PO Box 469002
Garland, Texas 75046

DART: Dallas Area Rapid Transit
Attention: President and Chief Executive Officer
1401 Pacific Ave.
Dallas, Texas 75202

Copy To: Dallas Area Rapid Transit
Attention: General Counsel
1401 Pacific Ave.
Dallas, Texas 75202

3.12 **Current Funds.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

3.13 **Severability and Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.

3.14 Force Majeure. Except for payment of Rent, the obligations of the Parties to the Master Lease Agreement shall be subject to events of Force Majeure. For purposes of this Agreement, “Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action in inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the DART Property is located, or a Party’s labor or supply chain, or the availability of services (“Epidemiological Event”) that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials, or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of the Master Lease Agreement to do or perform the same, regardless of whether any such circumstances are similar to those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, providing the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the occurrence(s) of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

3.15 Events of Default. The Master Lease Agreement and the Sublease Agreement shall contain provisions for termination of the Master Lease Agreement and the Sublease Agreement for events of default (including, but not limited to, failure to pay Annual Base Rent or Additional Rent and an uncured breach of the respective lease agreement) after written notice to the defaulting party and appropriate cure periods, and other remedies typically provided to landlords and tenants under ground lease agreements, subject to the lender and subtenant protections described in Section 2.9 above.

3.16 Privacy and Protection of Confidential Information. DART and Garland are governed by the Texas Public Information Act and public access to public information. It will be the obligation of the prospective entities submitting proposals to Garland during the master developer selection process to mark such information that such entities deem confidential and proprietary information (“Confidential Information”) prior to disclosing such information. Garland and DART shall not disclose Confidential Information except to the extent required by the Texas Public Information Act, or other applicable law.

3.17 Condition Precedent. Garland may not sublease any portion of the DART Property until the Master Lease Agreement has been executed by the Parties, and any such sublease shall be subject to the terms and provisions of the Master Lease Agreement.

3.18 Notice of Sublease or Sale of DART Property. The Master Lease Agreement shall require that the Sublease Agreement and any subsequent sublease by Garland or Master Developer covering all or part of the DART Property require that promptly after Garland receives actual knowledge of any sale, lease, or sublease thereof, including the transfer of controlling interest in Master Developer or any sublessee of the Master Developer, written notice of the name and contact information for such purchaser or sublessee be provided to DART at the notice address provided in the Master Lease Agreement. This notice obligation to DART shall be restated in the Sublease Agreement and any subsequent sublease by the Master Developer covering all or part of the DART Property. Garland shall not be responsible for gathering and reporting such information on lessees or owners of individual residential or retail units or others who are not a direct sublessee of the Master Developer.

3.19 FTA Compliance. The Master Lease Agreement shall provide that Garland, as ground lessee, agrees to comply with Federal Transit Administration (“FTA”) regulations applicable to DART relating to the use and development of the DART Property, including, without limitation, such limited FTA review relating to terms of this Agreement, the process of soliciting and selecting a Master Developer, and terms of the Master Lease Agreement and Sublease Agreement as is required under applicable FTA regulations. The Sublease Agreement shall require the Master Developer, as the subtenant, during the term of the Sublease Agreement to comply with all FTA regulations applicable to DART relating to the use and development of the DART Property. DART shall continue to be required to comply with all FTA regulations applicable to DART’s transit operations. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that the FTA retains a federal interest in the Property and that interest will remain until, and to the extent that, the FTA removes its interest pursuant to FTA property disposition and reimbursement requirements and any other applicable federal law, rules, and regulations. Garland acknowledges and agrees that the Property must, at all times during the term of the Master Lease Agreement, remain available to be used for the originally FTA-authorized public transportation purpose.

(signatures on next page)

EXECUTED this the _____ day of _____, 2024.

DALLAS AREA RAPID TRANSIT

By: _____
[Name]
[Title]

EXECUTED this the _____ day of _____, 2024.

CITY OF GARLAND, TEXAS,
a home rule municipality.

By: _____
Judson Rex
City Manager

Exhibit A – Depiction of DART Property

Exhibit B – DART Minimal Operational Needs

Passenger Amenities:

1. Air-conditioned waiting space.
2. Two (2) ADA accessible restrooms
3. Benches
4. Utility closet for janitor supplies
5. Water fountain and vending machines
6. Eight (8) Shelters equivalent to what exists on the site currently.
7. Information kiosks/service information.
8. Clear and unimpeded pedestrian access to nearby jobs and housing.

Transit Center Operations:

1. A minimum of eight (8) bus bays
2. Operating hours 4:00 AM – 1:00 AM daily
3. Safe locations for layovers and recover time near passenger/crew amenities
4. Shade structure for passenger layovers and transfers
5. Parking – the future number, location, and sharing of parking spaces to be agreed upon by the Parties
6. Clear and unimpeded pedestrian access
7. Two (2) points of vehicular access to the transit center
8. Signalized access to bus bays sufficient to accommodate approximately eight (8) buses/hour at peak times initially and up to twenty (20) buses per hour with future frequency improvements.
9. ADA parking spot/drop-off
10. Space for kiss-and-ride near the transit center.

Required future improvements to be maintained, redeveloped, or added to the Lake Ray Hubbard Center may include a minimum of:

1. Crew room (a comfortable break room with restrooms dedicated to operators).
2. Pedestrian access.
3. Signalized bus access (dedicated access in both directions greatly increases safety; this feature must be maintained).
4. The construction of four (4) additional bus bays and shelters, for a total of 12, and the designation of space for the operation of at least 2 GoLink zones.
5. These estimates may be adjusted upon discussion and agreement with the Master Developer.
6. Future improvements shall not degrade current pedestrian access in any way for the average DART user.

Exhibit C – Prohibited Uses on the DART Property

No portion of the DART Property shall be used for the following uses:

1. A stand-alone parking garage.
2. A dance hall.
3. An off-track betting business.
4. A billiard or pool hall.
5. For bingo or similar games of chance.
6. A massage parlor or tanning salon, except the foregoing shall not prohibit therapeutic massages such as provided by Massage Envy.
7. A game arcade or video game room.
8. A bowling alley.
9. A skating rink.
10. Automobiles sales or a car wash, car repair or car rental agency.
11. A night club or discotheque.
12. An adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), or any establishment selling or exhibiting pornographic materials.
13. A "sexually oriented business", which shall mean (i) a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or (ii) a nightclub, bar, restaurant, or similar commercial enterprise that provides live nude or partially nude entertainment or live nude or partially nude performances.
14. Flea market, or any second-hand or surplus store.
15. Manufacturing facility (other than manufacturing of food items incidental to a restaurant or catering operation).
16. Any mortuary or funeral establishment.
17. Pawn shop.
18. Any central laundry or dry-cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities).
19. Any veterinary hospital, animal raising or facilities.
20. Any facility selling guns or firearms of any kind.
21. Any use which is a public or private nuisance as may be determined by the applicable municipal authorities.
22. Any use that is contrary to applicable zoning ordinances or private restrictions.
23. Any abortion, drug rehabilitation or methadone clinic.
24. Mini-warehouse or mini-storage.

Exhibit D – TOD Policy/Guidelines



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

6.

Meeting Date: 10/07/2024
Title: Notification of Application for EPA FY25 Brownfield Cleanup Grant
Submitted By: Ayako Schuster, Economic Development Director
Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider authorizing the City Manager or his designee to execute an application for the Environmental Protection Agency's Brownfields Cleanup grant program. This item also serves as community notification of the City's intention to apply for grant funds.

Background

As part of the ongoing redevelopment effort in the Valoris Healthpark area, the City acquired approximately 5.98 acres of land at 530 Clara Barton. The site was the former location of a VARO manufacturing facility. The site was entered into a voluntary cleanup program prior to the demolition of the facility, and the site achieved a the highest level of cleanup standard, the residential use standard. However, due to the sensitive nature of the potential use, additional testing was performed and additional remediation was recommended. This opportunity provides funding to carry out cleanup activities at brownfield sites owned by the applicant. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, contaminant, controlled substance, petroleum, or petroleum product, or is mine-scarred land. This program is being funded by the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law"). The funds from this grant would be utilized in the remediation of the site to allow for the redevelopment of the site as part of the Valoris Healthpark Masterplan.

Consideration / Recommendation

Council is requested to consider authorizing the City Manager or his designee to execute an application with the EPA FY25 Brownfield Cleanup Grant. Unless directed otherwise by Council, this item serves as community notification of the City's intention to apply for grant funds from EPA's Brownfields Cleanup and the application will be submitted.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 10/07/2024

Title: Notification of Application for EPA FY25 Brownfield Community-Wide Assessment Grant

Submitted By: Ayako Schuster, Economic Development Director

Strategic Focus Area: Growing Economic Base

Issue/Summary

Council is requested to consider authorizing the City Manager or his designee to execute an application for the Environmental Protection Agency's Brownfields Community-Wide Assessment Grant program. This item also serves as community notification of the City's intention to apply for grant funds.

Background

As part of ongoing redevelopment efforts throughout the City, the City continues to acquire parcels in targeted areas for land assembly. Part of the land acquisition process includes environmental assessments for the sites. In cases of redevelopment, multiple types of environmental assessment are required, leading to additional budgetary considerations. This grant application is for funds for two target assessment areas: 635 and S Garland/S Shiloh road corridor and the Downtown East areas. Many of the parcels within the target area involve prior historical uses that require investigation to determine if there are any environmental conditions. This funding opportunity will provide resources for developing inventories of brownfield sites, prioritizing sites, conducting community involvement activities, conducting planning, conducting site assessments, developing site-specific cleanup plans, and developing reuse plans related to brownfield sites. A portion of the assessment grant funding must be used to conduct site assessments.

Consideration / Recommendation

Council is requested to consider authorizing the City Manager or his designee to execute an application for the EPA FY25 Brownfield Community-Wide Assessment Grant. Unless directed otherwise by Council, this item serves as community notification of the City's intention to apply for grant funds from EPA's Brownfields Community-Wide Assessment and the application will be submitted.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 10/07/2024

Title: City Council Committees - Pending Items List

Submitted By: Letecia McNatt, Assistant to the City Manager

Issue/Summary

The Pending Items List for Council Committees is provided as a status update for Council's review.

Background

City Council Committees:

Administrative Services

Audit

Community Services

Development Services

Legislative & Public Affairs

Public Safety

Transportation, Infrastructure & Mobility

Consideration / Recommendation

Information only.

Attachments

Administrative Services Committee

Audit Committee

Community Services Committee

Development Services Committee

Legislative & Public Affairs Committee

Public Safety Committee

Transportation, Infrastructure & Mobility Committee

Administrative Services Committee

Pending Items List

10/3/2024

Deputy Mayor Pro Tem Margaret Lucht - Chair

Councilmember Dylan Hedrick

Councilmember Kris Beard

Staff Liasion - Phillip Urrutia

ITEM	DATE	Referred by:	Report to Committee
Motion/Voting History on City Website	7/15/2024	Hedrick; Dutton	10/24/2024
Downtown Square Programming & Usage	8/22/2024	Lucht; Beard	10/24/2024
Annual Review of Council Policies	9/17/2024	Staff Initiated	10/24/2024

Audit Committee

Pending Items List

10/3/2024

Mayor Pro Tem Ed Moore - Chair
Councilmember B.J. Williams
Councilmember Christ Ott
Staff Liasion - Jed Johnson

ITEM	DATE	Referred by:	Report to Committee
City-wide HIPPA Framework	6/26/2024	Moore	6/2/2025

Community Services Committee

Pending Items List

10/3/2024

Councilmember Jeff Bass - Chair

Councilmember Kris Beard

Councilmember Carissa Dutton

Staff Liasion - Kevin Slay

ITEM	DATE	Referred by:	Report to Committee
SF Rental Property Sanitation Rates	2/5/2024	Lucht; Beard	9/16/2024
Homeless Encampments - Property Owner's Role	8/20/2024	Dutton; Lucht	TBD
Civil Penalties for Code Compliance Issues	8/20/2024	Staff Initiated	10/24/2024
HIP Funding – repeat applicants, wait period, eligibility	9/16/24	Lucht; Dutton; Hedrick	10/24/2024

Development Services Committee

Pending Items List

10/3/2024

Councilmember Dylan Hedrick- Chair

Councilmember Margaret Lucht

Councilmember Jeff Bass

Staff Liasion - Andy Hesser

ITEM	DATE	Referred by:	Report to Committee
Drone Delivery Zone	3/20/2024	Hedrick; Bass	10/21/2024
Review Sign Ordinance	6/17/2024	Bass; Lucht	10/21/2024
Antennas – Spacing Requirements	7/15/2024	Hedrick; Lucht	8/19/2004
Pre-meeting Prior to Plan Commission	8/5/2024	Williams; Dutton	8/19/2024
Laundry Mats	8/5/2024	Lucht	10/21/2024
Review Auto Overlays	9/16/2024	Lucht; Dutton	10/21/2024
Historical Significance of Specific Signage in Garland	9/16/2024	Lucht; Williams	10/21/2024
Historical Signage as Eligible Expense in Façade Program	9/16/2024	Lucht; Dutton	10/21/2024
Bounded 380 – Residential Improvements	9/16/2024	Ott; Hedrick	10/21/2024

Legislative & Public Affairs Committee

Pending Items List

10/3/2024

Councilmember B.J. Williams- Chair
Councilmember Chris Ott
Councilmember Jeff Bass
Staff Liasion - Ariel Traub

ITEM	DATE	Referred by:	Report to Committee
DART Funding - Resolution	7/15/2024	Hedrick; Bass	9/3/2024

Public Safety Committee

Pending Items List

10/3/2024

Councilmember Carissa Dutton- Chair
Councilmember B.J. Williams
Councilmember Kris Beard
Staff Liasion - Chief Jeff Bryan

ITEM	DATE	Referred by:	Report to Committee
Frequent Noise Violations in Residential Areas	2/19/2024	Lucht: Dutton	11/4/2024
Public Health & Safety in Emergency Situations	3/18/2024	Dutton: Williams	11/4/2024
School Traffic in Neighborhoods Parking - School Zones	9/26/2024	Lucht; Dutton	11/4/2024

Transportation, Mobility, & Infrastrucutre Committee

Pending Items List

10/3/2024

Councilmember Chris Ott - Chair

Councilmember Dylan Hedrick

Councilmember Carissa Dutton

Staff Liasion - Crystal Owens

ITEM	DATE	Referred by:	Report to Committee
Expanding the Stormwater Program	7/15/2024	Hedrick; Lucht	11/19/2024



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

9.

Meeting Date: 10/07/2024

Title: Dart Funding Update

Submitted By: Jud Rex, City Manager

Issue/Summary

DART Funding Update.

Background

Staff will provide an update to council regarding the ongoing discussions between DART and its member cities

Consideration / Recommendation

Discussion only.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

10.

Meeting Date: 10/07/2024
Title: 2019 Bond Program - Status Update
Submitted By: Laura Dunn, Capital Project Management Director
Strategic Focus Area: Growing Economic Base
Commercially Thriving Downtown
Well-Maintained City Infrastructure
Arts, and Events
Safe Community
Vibrant Neighborhoods and
Commercial Centers
Reliable, Cost Efficient Utility
Services
Customer-Focused City Services
Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

Staff will brief Council on progress to date in implementing the 2019 Bond Program. In year five of implementation, construction is well underway for several key facilities anticipated to open for use between early to mid-2025: Holford Road (PGBT to City Limits), Holford Recreation Center and Neighborhood Aquatics Facility, Central Library, and West Garland Library. Additionally, Fire Station 6 is in the final stages of construction and will be opening soon.

Several other projects are nearing design completion and moving towards the bidding phase, including: Montclair Drainage Improvements, Fire Station 1, Fire Station 7, Garland Avenue Underpass Trail, Interior Security Improvements at Police Headquarters, and Garland Senior Activity Center.

Recently, the Council also approved the construction bid award for Surf & Swim. The Council will also consider the construction bid award for Naaman School Road (Brand Rd. to S.H. 78/Lavon Dr.) during the September 17 Regular Session. Furthermore, three trail projects are in the design phase, along with Shiloh Road (Kingsley to Miller).

The presentation serves as an abbreviated update on the key projects currently underway. A handout summarizing the current milestone status for all projects will also be provided to the Council.

Background

In May 2019, voters considered and approved \$423.7M in General Obligation (GO) Bonds spanning 8 propositions to fund various public improvement projects. The Project Management Office is currently managing the majority of the projects. In year five of implementation, approximately 70% of selected projects have been completed with 30% in progress.

Consideration / Recommendation

For informational purposes only.

Attachments

2019 Bond Program Update - Presentation
Milestone Status by Project - September 2024



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2019 Bond Program Update

City Council Work Session ▪ September 16, 2024

2019 Bond Program



PROPOSITION A:
Streets
\$122,250,000



PROPOSITION B:
Public Safety
\$51,350,000



PROPOSITION C:
Storm Drainage
\$47,350,000



PROPOSITION D:
Parks and Recreation
\$117,750,000



PROPOSITION E:
Libraries
\$21,000,000



PROPOSITION F:
Economic Development
\$46,000,000



PROPOSITION G:
Municipal Facilities
\$6,000,000



PROPOSITION H:
Animal Shelter
\$12,000,000

Build Garland Day – May 11, 2024



- Hollabaugh Recreation Center
- Watson Park
- Reality-Based Training Facility





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Storm Drainage Improvements



Country Club Park Estates

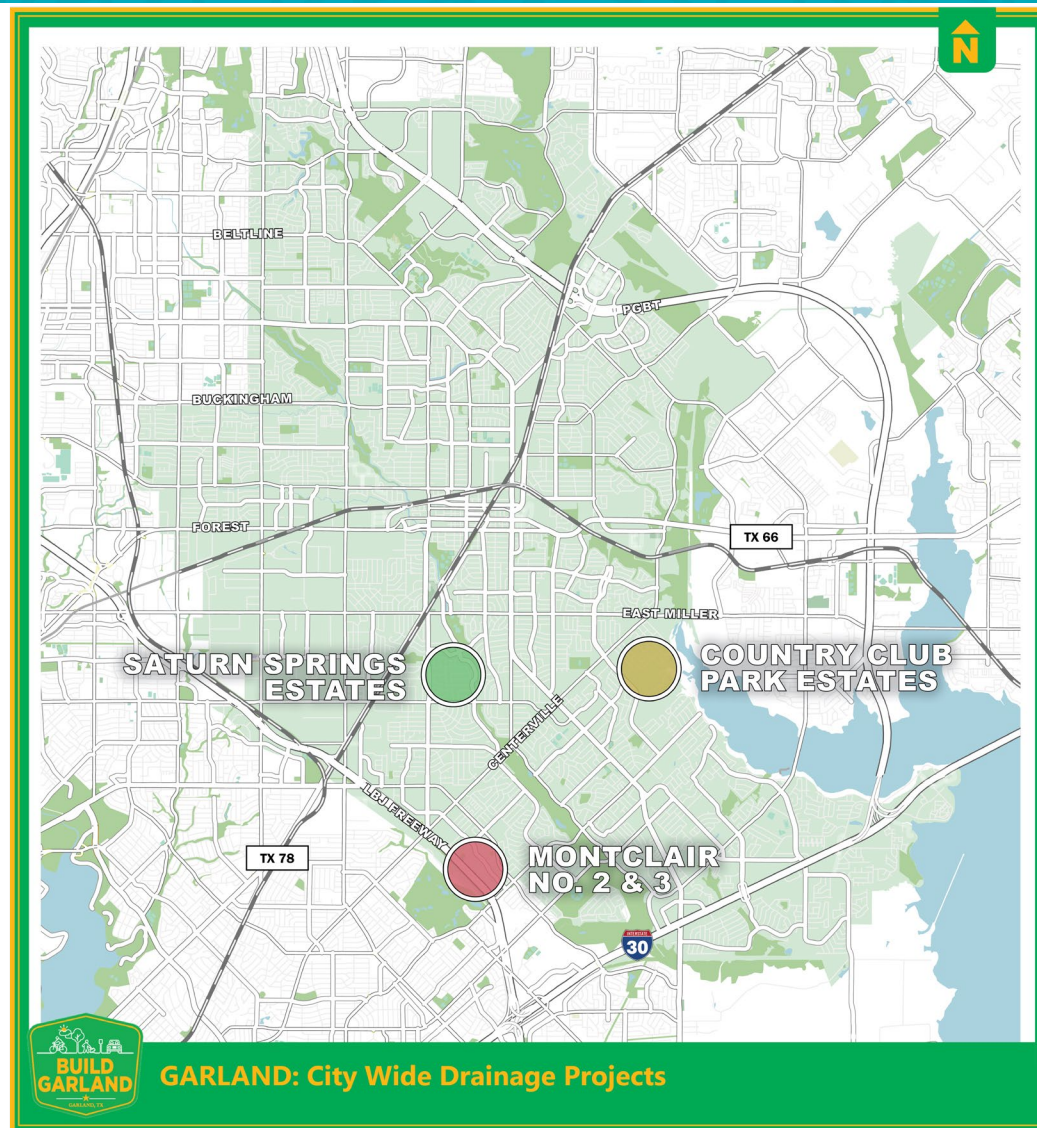
- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Construction – anticipated to start Summer 2025

Montclair No. 2 and No. 3

- ✓ Final design – complete
- Bidding for construction – initiating September 2024
- Construction – anticipated to start early 2025

Saturn Springs Estates

- ✓ 30% design submittal – complete
- 60% design submittal – underway
- Opportunity to schedule 1:1 meetings



Trail Development Program



- ✓ Bisby Transmission Trail – Complete
- Duck Creek Central Trail
 - ✓ Segment 1 (Phase 1 of Rick Oden) – Complete
 - ✓ Segment 2 (Phase 2 of Rick Oden) – Complete
 - Segment 3 (Miller to Avenue F) – Design underway
- Garland Avenue Underpass Trail – Design underway
 - ✓ 90% design – complete
 - ✓ Final design – complete
 - Bidding for Construction – initiating
 - Construction – anticipated to start early 2025
- Duck Creek Audubon Trail
 - ✓ 30% Design – underway
 - 60% Design – underway
- Naaman Forest Trail Connection
 - ✓ 60% Design – complete
 - 90% Design – underway



Trail Development Program Project Map

Bottleneck Improvements Program



Package 1

- ✓ Design – complete
- ✓ Bidding for Construction – complete
- Construction – underway, completion anticipated Spring 2025

Package 2

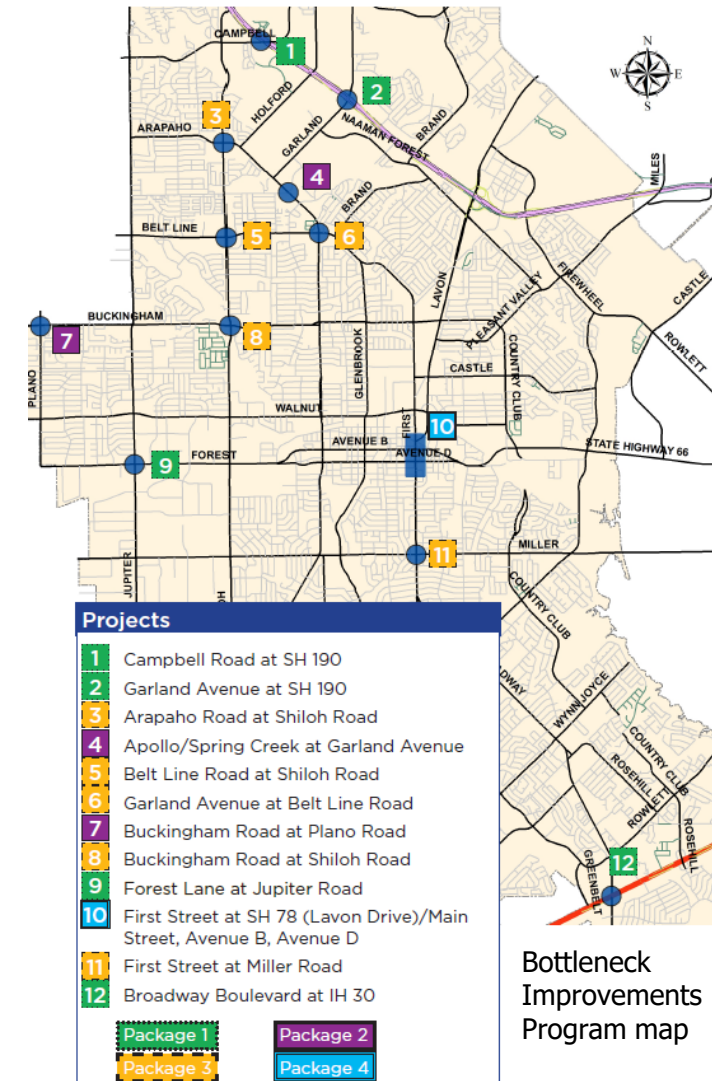
- ✓ Design – complete
- ✓ R.O.W. acquisition – complete
- Franchise utility relocations – underway
- Bidding for Construction – anticipated Fall 2024

Package 3

- ✓ Design – complete
- ✓ R.O.W. acquisition – complete
- Franchise utility relocations – underway
- Bidding for Construction – anticipated early 2025

Package 4

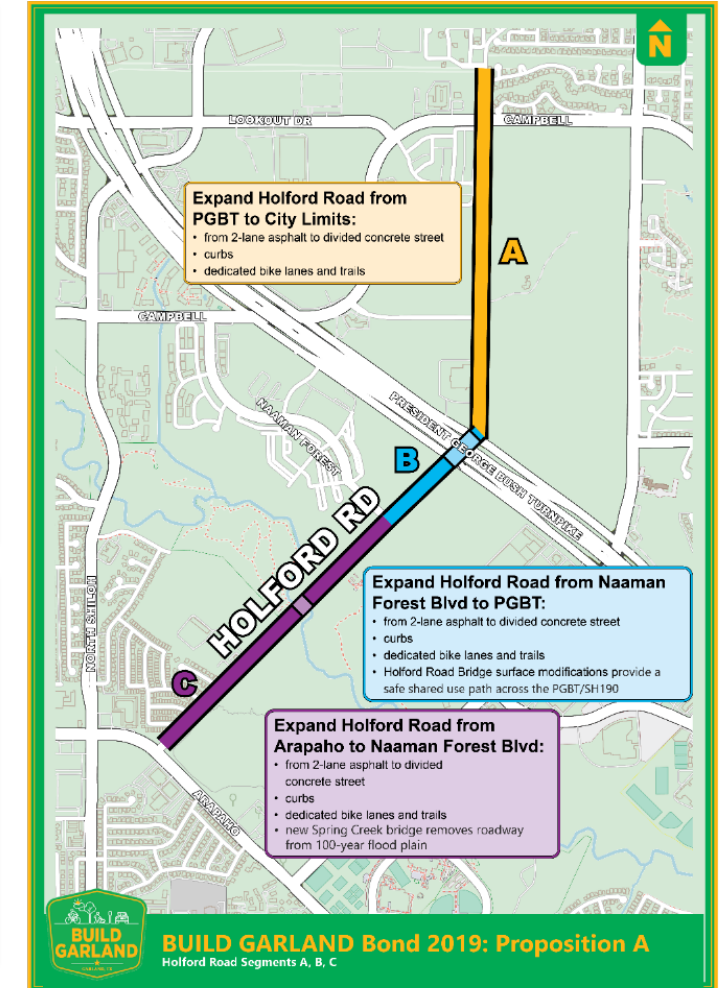
- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Coordinating with Commercial Corridor Revitalization project



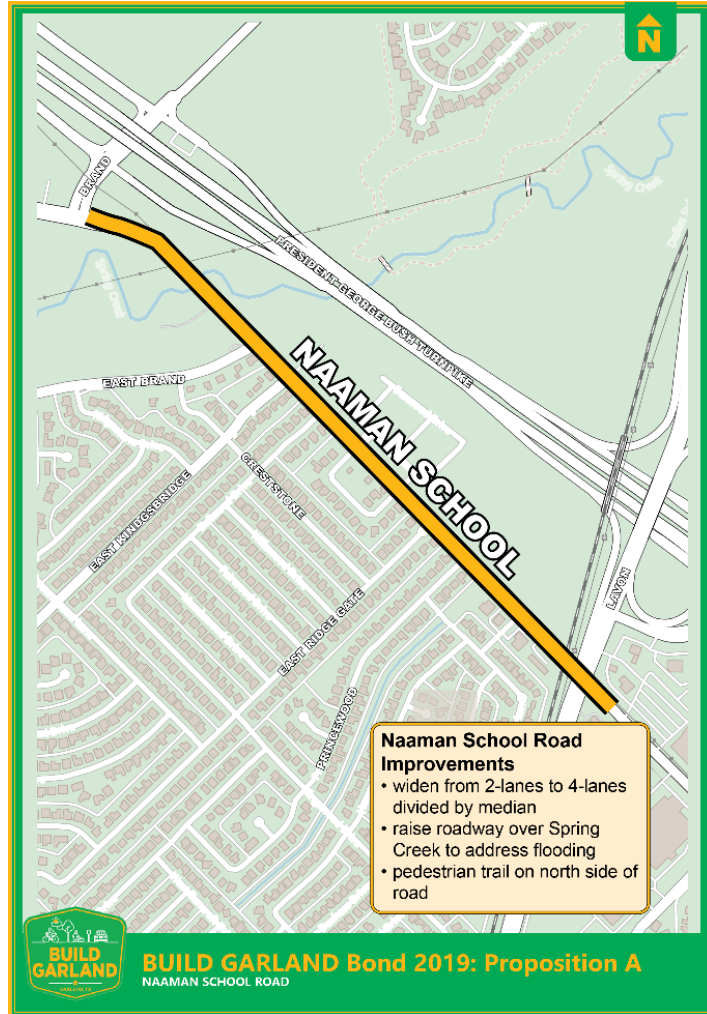
Bottleneck Improvements Program map

Holford Road – Segment A

- Construction – underway, approx. 55% complete
- Completion – anticipated Summer 2025

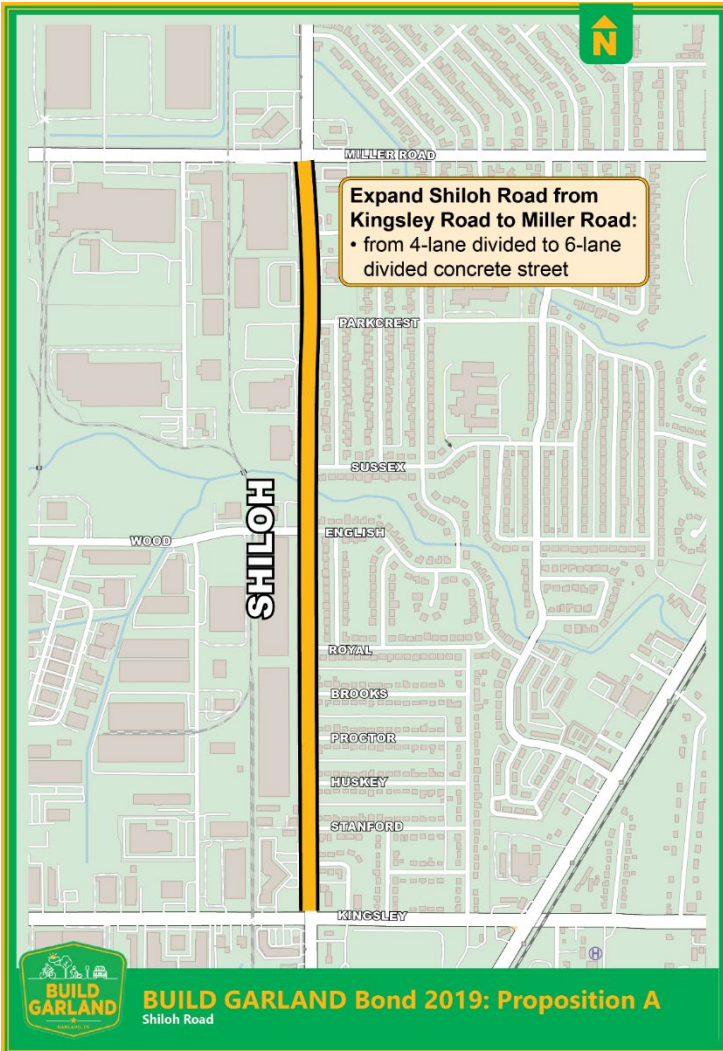


Naaman School Road



- ✓ Design – complete
- Franchise utility relocations – underway
- Permitting and agreements – underway
- Bidding for construction – bid award anticipated September 2024
- Construction – anticipated to start by end of 2024
- Open House – prior to construction starting

Shiloh Road (Kingsley to Miller)



- ✓ Public input / comment solicitation – complete
- ✓ TxDOT approval of alignment
 - 90% design submittal – underway
 - Right-of-way acquisition – initiating

Fire Stations



Fire Station 6

- Construction – underway
- Completion – anticipated Fall 2024

Fire Station 7

- ✓ 60% design submittal – complete
- 90% design submittal – underway
- Bidding for construction – anticipated by end of 2024

Fire Station 1

- ✓ 90% design submittal – complete
- Bidding for construction – initiating September 2024





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Fire Station 6



Conceptual rendering



Construction progress photo

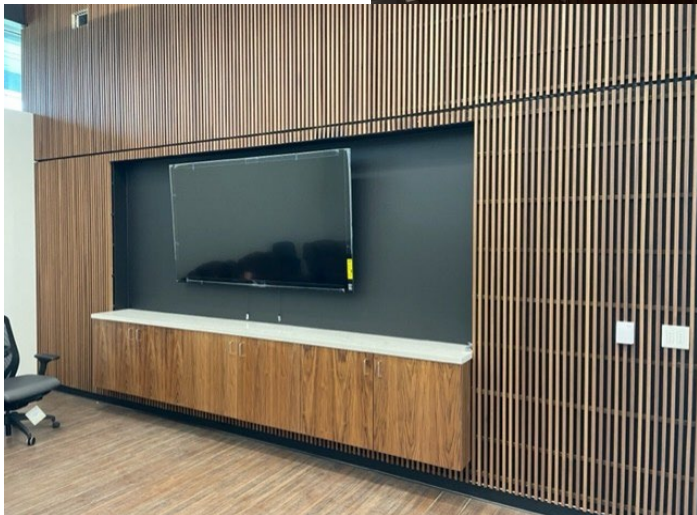


Construction progress photo



Construction progress photo

Fire Station 6

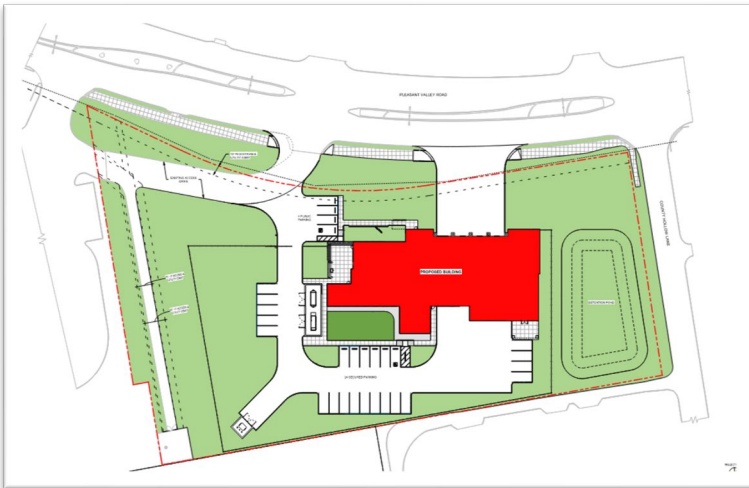


Fire Station 1



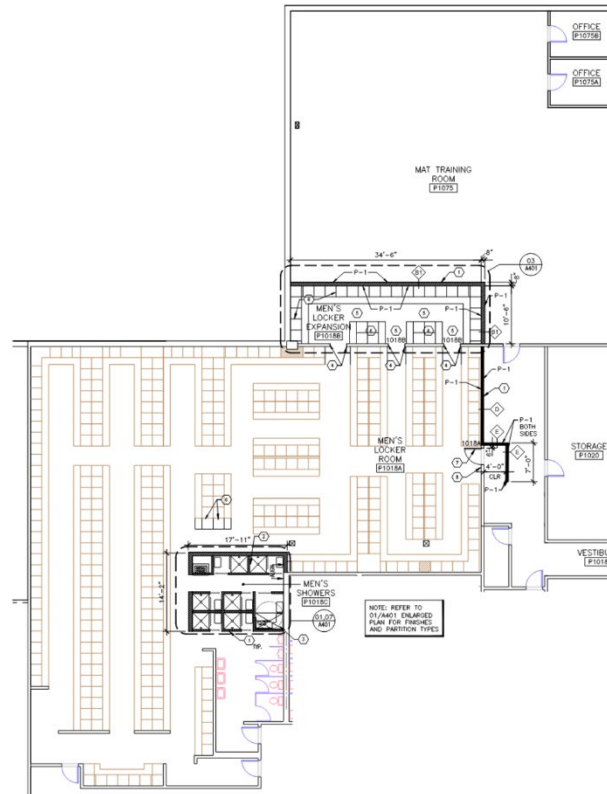
Fire Station 7

- ✓ Design development phase (60%) – complete
- Construction documents (90%) - underway
- Bidding for construction – anticipated by end of 2024





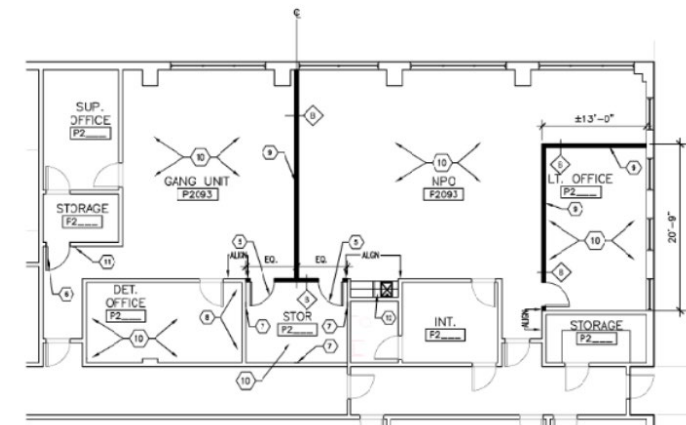
- Security Improvements
 - ✓ Perimeter Fence – complete
 - Interior remodel
 - ✓ Design - complete
 - Coordinating with Locker Room project
 - Bidding for construction – underway
 - Construction – anticipated to start Fall 2024



01 MENS LOCKER ROOM FLOOR PLAN
SCALE: 1/8" = 1'-0"



Perimeter Fence – construction progress photo



A1 GANG UNIT/ NPO OFFICE FLOOR PLAN
SCALE: 1/8" = 1'-0"

Central Library

- Construction – underway
- Construction completion – anticipated early 2025
- Grand Opening – anticipated Spring 2025



West Garland Library

- Construction – underway
- Construction completion – anticipated early 2025
- Grand Opening – anticipated Spring 2025



Street Department Facility

- ✓ New building – construction complete
- ✓ Former building – demolition complete
- ✓ Parking lot construction – complete
- Open House – Fall 2024



Demolition progress photos of former facility



Construction progress photo of new facility

Holford Recreation Center & Neighborhood Aquatics Center

- Construction – underway
- Opening – anticipated mid-2025



Surf & Swim

- ✓ Bidding for construction – complete
- Construction Notice to Proceed - issued July 2024
- Groundbreaking – anticipated Fall 2024
- Opening – anticipated Summer 2026



Garland Senior Activity Center

- ✓ Schematic design phase (30%) – completed
- ✓ Design development phase (60%) – underway
- Construction documents phase (90%) – completion anticipated Fall 2024
- Construction – anticipated to start Spring 2025



Conceptual rendering – view from Avenue A



Conceptual rendering – view from Avenue B





Home Propositions Projects ▾ Project Map Bid Opportunities News Videos

Garland Bond Program

Explore bond program propositions and projects



Edward White Park Lon L. Wynne Park Lon L. Wynne Park Lon L. Wynne Park

Propositions

Select a proposition to explore its projects and details



Proposition G:
Municipal Facilities
\$6,000,000
4 Projects



Proposition H:
Animal Shelter
\$12,000,000
2 Projects



Proposition A:
Streets & Transportation
\$122,250,000
22 Projects



Proposition B:
Public Safety
\$51,350,000
14 Projects



Proposition C:
Climate Resilience
\$10,000,000
6 Projects



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Questions?

Laura Dunn, PMP

Capital Project Management Director

Project Management Office





2019 Bond Program

Status as of September 2024

Project / Program Name	Project Phase										Notes / Next Milestone
	Scheduled/Pre-Design Design Consultant Selection	Schematic Design (30%)	Design Development (60%) Construction Documents (90%)	Bidding for Construction	Construction Underway	Substantial Completion / Move-In	Project Closeout	Program (Ongoing/On- Demand)			
Proposition A -- Streets and Transportation											
Holford Road (PGBT to City Limits) - Segment A	✓	✓	✓	✓	✓	✓					Paving of southbound lanes anticipated to begin in October 2024.
Holford Road (Naaman Forest Blvd. to PGBT) - Segment B	✓	✓	✓	✓							
Holford Road (Arapaho to Naaman Forest) - Segment C	✓	✓									
Shiloh Road (Kingsley to Miller)	✓	✓	✓	✓							Initiating R.O.W. acquisition.
Naaman School Road (Brand to SH78)	✓	✓	✓	✓	✓						Construction bid award anticipated 9/17/2024.
Bottleneck Improvements Program											
Broadway Blvd @ IH30 - Pkg. 1	✓	✓	✓	✓	✓	✓					Working with Contractor to initiate construction at this location.
Garland Ave @ SH190 - Pkg. 1	✓	✓	✓	✓	✓	✓	✓	✓			
Campbell @ SH190 - Pkg. 1	✓	✓	✓	✓	✓	✓	✓	✓			
Forest @ Jupiter - Pkg. 1	✓	✓	✓	✓	✓	✓					Finalizing franchise utility relocations
Apollo/Spring Creek @ Garland Ave - Pkg. 2	✓	✓	✓	✓	✓						Design complete. Bidding is pending franchise utility relocations
Buckingham @ Plano Rd. - Pkg. 2	✓	✓	✓	✓	✓						
Arapaho @ Shiloh - Pkg. 3	✓	✓	✓	✓	✓						Design complete. Bidding is pending franchise utility relocations
Buckingham @ Shiloh - Pkg. 3	✓	✓	✓	✓	✓						
First @ Miller - Pkg. 3	✓	✓	✓	✓	✓						
Belt Line @ Shiloh - Pkg. 3	✓	✓	✓	✓	✓						
Garland Ave @Belt Line - Pkg. 3	✓	✓	✓	✓	✓						
First Street @ Lavon/Main/AveB/AveD - Pkg. 4	✓	✓	✓	✓							Coordinating with Commercial Corridor Project.
Downtown - Infrastructure, Square, Streetscapes	✓	✓	✓	✓	✓	✓	✓	✓			Funded from multiple propositions: A, D
Commercial Corridor Revitalization	✓	✓	✓	✓							Coordinating with First Street Bottlenecks - Pkg 4
Programs											
Operational and Safety Improvements											
Traffic Signal Equipment Modernization											
Traffic Control System											
Emergency Services Signal Equipment											
New Sidewalk / ADA Route Program											
Sidewalk Participation Program											275+ constructed since February 2022
New Traffic Signal Installations											
Railroad Crossing Improvements											
Paving of Unimproved Alleys	✓	✓	✓	✓	✓	✓	✓	✓			13 of the 13 constructed
Proposition B -- Public Safety											
Garland Police Property Room	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Fire Station No. 6	✓	✓	✓	✓	✓	✓					
Fire Station No. 1	✓	✓	✓	✓	✓						
Fire Station No. 7	✓	✓	✓	✓							
Range Improvements	✓	✓	✓	✓	✓	✓	✓	✓			
Reality Based Training Facility (Simunitions)	✓	✓	✓	✓	✓	✓	✓	✓			
Police Station Security Improvements											Perimeter fence construction complete
Proposition C -- Drainage and Flooding											
Country Club Park Estates Drainage Improvements	✓	✓	✓	✓							
Montclair No. 2 and No. 3 Drainage Improvements	✓	✓	✓	✓	✓						Bidding to initiate on September 17, 2024.
Saturn Springs Estates Drainage Improvements	✓	✓	✓								
Programs											
Drainage Improvements (prior to street replacement)											
Drainage Participation Program											
Local Flooding Program											
Flood-Prone Properties Fund											FEMA decision anticipated by December 2024



2019 Bond Program

Status as of September 2024

Project / Program Name	Project Phase									Program (Ongoing/On-Demand)	Notes / Next Milestone
	Scheduled/Pre-Design Design Consultant Selection	Schematic Design (30%)	Design Development (60%) Construction Documents (90%)	Bidding for Construction	Construction Underway Substantial Completion / Move-In	Project Closeout					
Proposition D -- Parks and Recreation											
Audubon Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Holford Recreation Center and Aquatic Facility	✓	✓	✓	✓	✓	✓					
Hollabaugh Recreation Center	✓	✓	✓	✓	✓		✓	✓			
Garland Senior Activity Center	✓	✓	✓	✓							
Sports Field Lighting at Winters Park Soccer	✓	✓	✓	✓	✓	✓	✓		✓		
Rick Oden Park Improvements	✓	✓	✓	✓	✓	✓	✓	✓			
Surf & Swim Regional Aquatic Facility	✓	✓	✓	✓	✓	✓					
Embree Park Splash Pad & Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Playground Replacement Program											
Bob Hall Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Lou Huff Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Douglas Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Oaks Branch Greenbelt Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Duck Creek Greenbelt Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Dorfman Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Harold Bisby Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Grissom Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Edward White Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
John Cullom Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Independence Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Peavy Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Alamo Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Meadowcreek Branch Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Betsy Ross Park Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Winters Softball Complex Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Armstrong Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
M.G. (Jerry) Carter, Sr. Softball Complex Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Woodland Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Spring Creek Greenbelt - Fred E. Harris Section Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Tinsley Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Yarborough Park Playground	✓	✓	✓	✓	✓	✓	✓	✓			
Montgomery Park Playground (Playground and more)	✓	✓	✓	✓	✓	✓	✓	✓			
Watson Park Improvements (Playground, Splash Pad, and more)	✓	✓	✓	✓	✓	✓	✓	✓			
Lon Wynne Park Improvements (Playground, Splash Pad, and more)	✓	✓	✓	✓	✓	✓	✓	✓			
Trail Development Program											
Duck Creek Central Trail - Segment 3 (Miller to Avenue F)	✓	✓	✓								
Bisby Transmission Trail	✓	✓	✓	✓	✓	✓	✓	✓			
Garland Avenue Underpass Trail	✓	✓	✓	✓	✓						
Naaman Forest Connection Trail	✓	✓	✓	✓							
Duck Creek Audubon Trail	✓	✓	✓								
Sports Field / Parks Renovation											
Audubon Park Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Bradfield Park Concessions/Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Holford Park Concessions/Restroom	✓	✓	✓	✓	✓	✓	✓	✓			
Central Park Concessions/Restroom (2 Buildings)	✓	✓	✓	✓	✓	✓	✓	✓			
Shade Structures (Bradfield, Carter, Central, Groves, Holford)	✓	✓	✓	✓	✓	✓	✓	✓			
Central Park Baseball & Football Lighting	✓	✓	✓	✓	✓	✓	✓	✓			



2019 Bond Program

Status as of September 2024

Project / Program Name	Project Phase									Program (Ongoing/On-Demand)	Notes / Next Milestone
	Scheduled/Pre-Design Design Consultant Selection	Schematic Design (30%)	Design Development (60%) Construction Documents (90%)	Bidding for Construction	Construction Underway Substantial Completion / Move-In	Project Closeout					
Park System Parking and Park Roads											
Bill Cody Park	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Duck Creek O'Banion	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Central Park (Baseball, Granger Rec Center)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Embree Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Cullom Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Tinsley Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Duck Creek Greenbelt	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Gatewood Pavilion & Parking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2004 and 2019 Bond Programs
Proposition E -- Libraries											
West Garland Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Central Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
South Garland Branch Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
North Garland Branch Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Proposition F -- Economic Development											
Economic Development and Redevelopment Programs	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Neighborhood Vitality Program	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Land Acquisition and Parcel Assemblage Program	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Proposition G -- Municipal Facilities											
Street Department Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Transportation Operations & Maintenance Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Proposition H -- Animal Shelter											
Animal Shelter & Adoption Center	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	



2004 Bond Program

Status as of September 2024

Project / Program Name	Project Phase										Program (Ongoing/On-Demand)	Notes / Next Milestone
	Scheduled/Pre-Design	Design Consultant Selection	Schematic Design (30%)	Design Development (60%)	Construction Documents (90%)	Bidding for Construction	Construction Underway	Substantial Completion / Move-In	Project Closeout			
Hwy 66 Turn Lane (Tuckerville Park Entrance)	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Gale Fields Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Granger Annex, Phase 2	✓	✓	✓	✓	✓	✓	✓	✓				
Tuckerville Park Development, Phase 1 Tennis Complex	✓	✓	✓	✓	✓	✓						
Skating/Skateboard Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Playground Improvements (2004 Bond)	✓	✓	✓	✓	✓	✓	✓	✓	✓			
John Paul Jones Park	✓	✓										
Garland Heights/Freeman Drainage	✓	✓	✓	✓							H&H study: Final Report is expected in Q4 2024	
Classic and Yale Drainage	✓	✓	✓	✓							Stream 2C5 Downstream Study: Final Report is expected in Q1 2025	
Meadowcreek Park Drainage	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Shady Lane Channel Reconstruction	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Miller Road - Saturn Road to Glenbrook Drive Drainage	✓	✓	✓	✓	✓	✓						
Bridge Rehabilitation, Group C	✓	✓	✓	✓	✓	✓	✓					
Fifth Street Drainage Outfall - Miller Road to Avenue D, Phase B	✓	✓	✓	✓							Target Bid date: Q4 2024	
Callejo Road - Botello Drive to Campbell Road	✓	✓	✓	✓	✓	✓						
Chaha Road - IH 30 to Lake Ray Hubbard Parkway	✓	✓	✓	✓	✓	✓						
Shiloh Road - IH 635 to Kingsley	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Bobtown Road - Rowlett to Waterhouse	✓	✓	✓	✓	✓	✓	✓	✓	✓			



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

11.

Meeting Date: 10/07/2024
Title: Consider GCACI Hotel Occupancy Tax Revenue Budget, Sub-grant Recipients and Hotel Occupancy Tax Program Management Agreement
Submitted By: Amy Rosenthal, Cultural Arts Director
Strategic Focus Area: Commercially Thriving Downtown Arts, and Events

Issue/Summary

Summary of Request/Problem

ISSUE

Staff seeks Council approval of the 2024-2025 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

Council may follow staff's recommendation to approve the 2024-2025 GCACI budget and list of sub-grant recipients, as well as authorize the City's execution of the agreement; return the item to staff for further review and discussion; or not approve the 2024-2025 GCACI budget and list of sub-grant recipients, nor authorize execution of the agreement, thereby canceling the \$190,843.00 in revenues, which support cultural arts in Garland.

RECOMMENDATION

This item is scheduled for formal consideration at the October 8, 2024 Regular Meeting.

Background

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, as well as 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 \$2 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 the 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 / Recommendation

CONSIDERATION

The attached "Hotel Occupancy Tax Program Management Agreement" in the amount of \$190,843 provides the GCACI with a percentage of the hotel occupancy tax net revenue from Quarter 3 of 2022 through Quarter 2 of 2023. As a provision of this agreement, the GCACI annually adopts a budget which details the proposed expenditures of the revenues provided by this program. Attachments include the GCACI budget and list of GCACI sub-grant recipients approved on September 17, 2024, by the GCACI for this 2024-2025 fiscal year.

Recommendation/Action Requested and Justification

RECOMMENDATION

Staff recommends approval of the 2024-2025 GCACI budget, the list of sub-grant recipients, and authorization of the City's execution of the agreement.

Attachments

GCACpresentationFY25

GCACamtsFY25

GCACbudgetFY25

GCAChtagreeFY25



GARLAND

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Cultural Arts GCAC, Inc. Grant Recommendations & Arts Update

October 7, 2024

Amy Rosenthal, Cultural Arts Director

GCAC, Inc. – FY25 Grant Cycle

- Online application process for arts groups & commissioners
- Open Aug 1 & Due Aug 31
- Commissioner interviews Sept 12
- Commissioners submit scores Sept 16
- Commissioners vote on Award Recommendations based on scores Sept 17
- Council Work Session to present Award Recommendations Oct 7
- Council Regular Session to Confirm Awards Oct 8

GCAC, Inc. – Applicant Overview

2022 Applicants:

1. Breitling Performing Arts
2. Company of Rowlett Players
3. Culture Makers
4. Dallas Ballet Company
5. Friends of Magic 11th St
6. Garland Civic Theatre
7. Garland Summer Musicals
8. Garland Symphony Orchestra
9. Accolade Community Theatre
10. Landmark Heritage Society
11. Master Music Company
12. MLK Productions
13. People Centered Lighthouse
14. Red Warriors
15. Reel Owl Cinema
16. Spectacular Follies
17. Texas Winds

2023 Applicants:

1. Accolade Community Theatre
2. Achievement Center
3. Breitling Performing Arts
4. Company of Rowlett Players
5. Culture Makers
6. Dallas Ballet Company
7. Ek Sitara **
8. Friends of Magic 11th St
9. Garland Civic Theatre
10. Garland Summer Musicals
11. Garland Symphony Orchestra
12. Landmark Heritage Society
13. Master Music Company
14. MLK Productions
15. Prism Movement Theatre **
16. Red Warriors
17. Reel Owl Cinema
18. Spectacular Follies
19. Texas Winds

2024 Applicants:

1. Accolade Community Theatre
 2. Achievement Center
 3. Breitling Performing Arts
 4. Company of Rowlett Players
 5. Culture Makers
 6. Dallas Ballet Company
 7. Ek Sitara
 8. Friends of Magic 11th St
 9. Garland Civic Theatre
 10. Garland Summer Musicals
 11. Garland Symphony Orchestra
 12. Landmark Heritage Society
 13. MLK Productions
 14. Prayaanam **
 15. Reel Owl Cinema
 16. Spectacular Follies
 17. Texas Winds
 18. Work/Shop **
- (6 applications started – not submitted)



GCAC, Inc. – FY25 Proposed Budget

REVENUES - Hotel Occupancy Tax Revenue **\$190,843**

EXPENDITURES

Grant Awards **159,000**

GISD Awards & Reception	4,500
Advertising Mailers & Promotions	10,000
Event Support & Entertainers	7,500
Art Vibe Garland!	3,000
Special Projects	2,418
Chamber & Arts Memberships	3,425
CPA Fees & Admin Services	1,000

TOTAL EXPENDITURES **\$190,843**

GCAC, Inc. – FY25 Proposed Awards

- \$232,255 requested
- \$159,000 allocated for awards
(+\$12k from \$147k in FY24)
- 18 applicants
- 2 new organizations

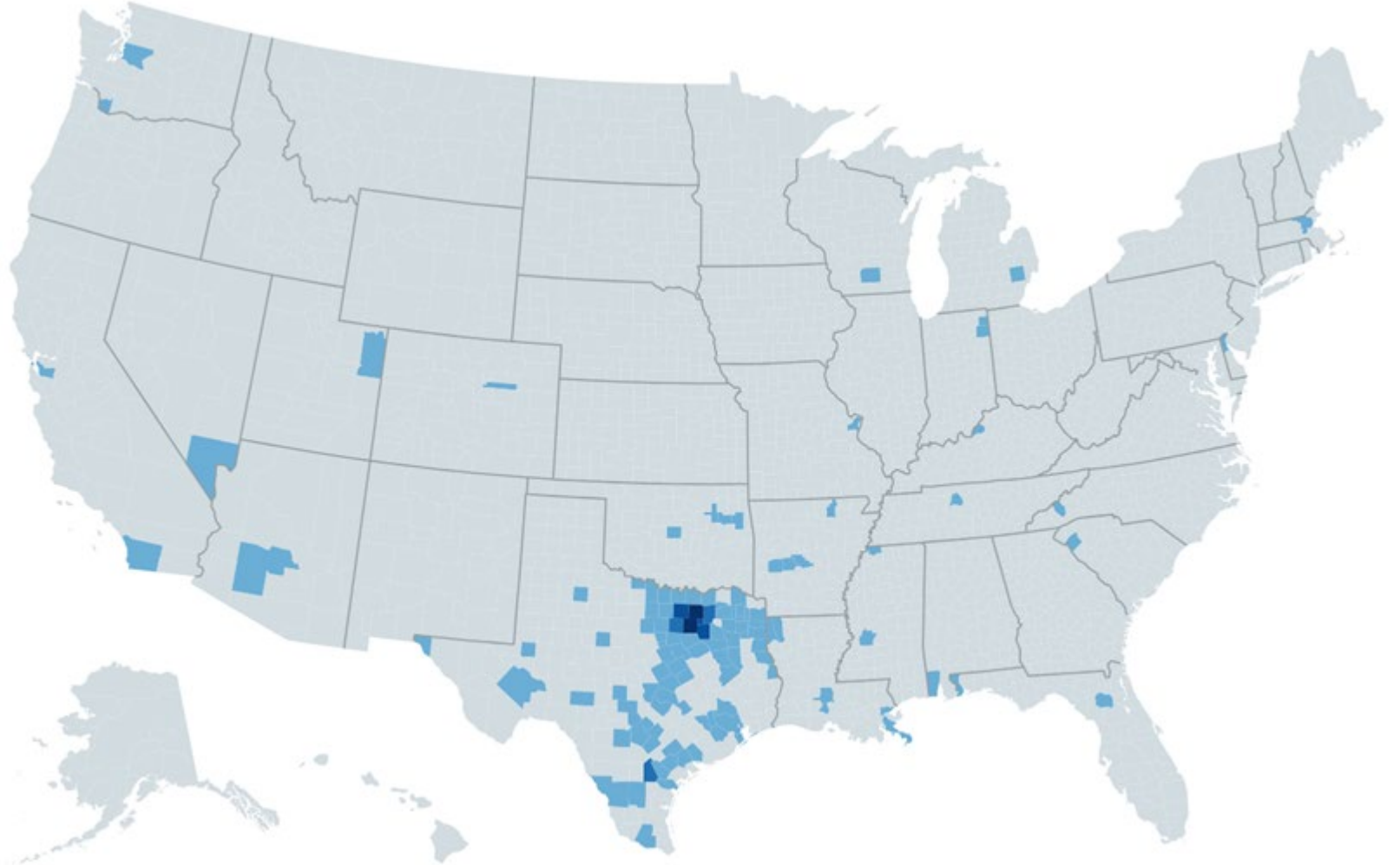
Organization	2024-2025 Award Amounts	
	GCAC Grant Amount	Youth Subsidy Waiver Amount
Garland Summer Musicals	\$32,000	\$3,000
Garland Symphony Orchestra	\$28,000	\$0
Garland Civic Theatre	\$28,000	\$1,500
Breitling Performing Arts	\$7,000	\$3,000
Company of Rowlett	\$6,000	\$3,000
Garland Landmark Society	\$4,500	
Dallas Ballet Company	\$23,000	
Garland Youth MLK	\$5,000	
Magic 11th Street	\$4,000	
Spectacular Follies	\$4,000	
Accolade Community Theatre	\$3,000	
Texas Winds Musical Outreach	\$3,000	
Reel Owl Cinema Booster	\$3,500	
Achievement Center of Texas	\$3,000	
Culture Makers	\$2,000	
Ek Sitara	\$0	
Prayaanam	\$1,000	
Work/Shop	\$2,000	
	\$159,000	\$10,500

Cultural Arts Presents – FY24 Review



Ticket Buyers Last 12 Months

- Presented programs top priority in Cultural Arts Plan
- Supplements our local groups
- Supports Cultural District as Destination

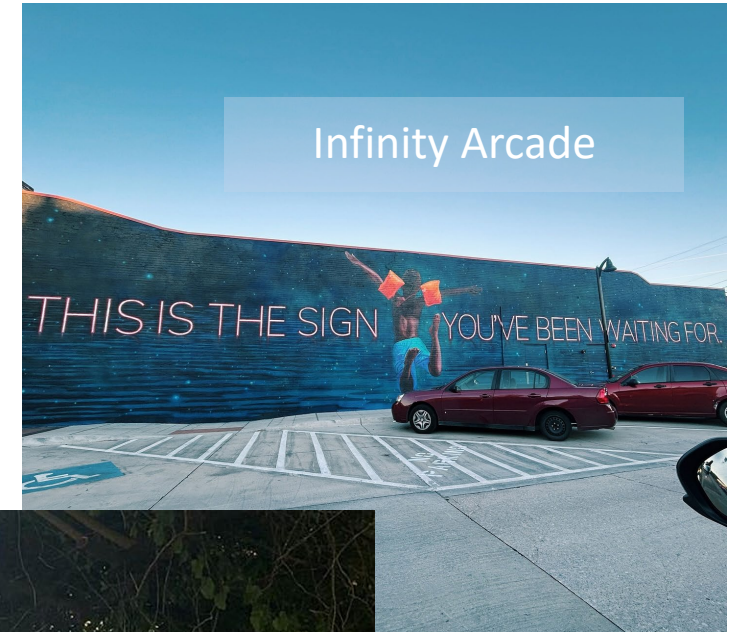
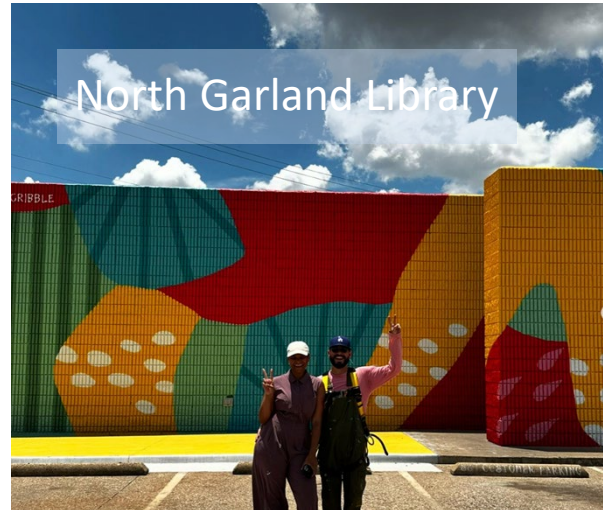


Cultural Arts Collaborations - FY24 Review

- Art Vibe!
- Big Art Day & Art Van
- Garland Dia de los Muertos
- It Came From Texas Film Festival



Public Art – FY24 Review



What's Ahead for FY25

- Garland's Big Hat – Spring 2025
- Gary Morris: Christmas in Garland - Dec 2024
- Battle Grounds Breakdancing Showcase – Jan 2025
- GISD Student Film Festival – March 2025
- Quinceanera Expo – April 2025
- 50th Anniversary of Red Headed Stranger – May 2025





GARLAND

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Feedback & Questions?

Garland Cultural Arts Commission, Inc.

Recommended Grant Amounts FY25

For programs October 1, 2024 – September 30, 2025

Organization	2024-2025 Award Amounts	
	GCAC Grant Amount	Youth Subsidy Waiver Amount
Garland Summer Musicals	\$32,000	\$3,000
Garland Symphony Orchestra	\$28,000	\$0
Garland Civic Theatre	\$28,000	\$1,500
Breitling Performing Arts	\$7,000	\$3,000
Company of Rowlett	\$6,000	\$3,000
Garland Landmark Society	\$4,500	
Dallas Ballet Company	\$23,000	
Garland Youth MLK	\$5,000	
Magic 11th Street	\$4,000	
Spectacular Follies	\$4,000	
Accolade Community Theatre	\$3,000	
Texas Winds Musical Outreach	\$3,000	
Reel Owl Cinema Booster	\$3,500	
Achievement Center of Texas	\$3,000	
Culture Makers	\$2,000	
Ek Sitara	\$0	
Prayaanam	\$1,000	
Work/Shop	\$2,000	
	\$159,000	\$10,500

**FY25 - 2024-2025 Proposed Budget
Garland Cultural Arts Commission, Inc.**

REVENUES

Hotel Occupancy Tax Revenue	190,843
Dia De Los Muertos Site Fees	2,500
Big Art Day Site Fees	2,500
TOTAL INCOME	\$195,843

EXPENDITURES

Grant Awards	159,000
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Additional Arts Activities & Promotions

GISD Arts Competition Awards & Reception	4,500
Advertising Mailers & Promotions	10,000
DDLMEntertainers	2,500
Big Art Day	10,000
Art Vibe Garland!	3,000

Membership/Misc Administrative

Chamber Membership	600
Business Council for the Arts Membership + Leadership	2,825
CPA Fees	800
Misc. Administrative Services	200

TOTAL EXPENSES	\$193,425
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Reserve	\$2,418
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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 \$190,843.00. 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, 2024. 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 8th day of October, 2024.

GARLAND CULTURAL ARTS COMMISSION, INC.

DeAnne Driver, Chairman

CITY OF GARLAND, TEXAS

Judson Rex, City Manager



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

12.

Meeting Date: 10/07/2024
Title: 2025 Bond Study Committee Report
Submitted By: Andy Hesser, Managing Director
Strategic Focus Area: Sound Governance and Finances
Future-Focused City Organization

Issue/Summary

2025 Bond Study Committee Report.

Background

This is a discussion item only.

Consideration / Recommendation

This item is for discussion only and to hear updates regarding the Bond Committee.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

13.

Meeting Date: 10/07/2024

Title: Development Services Committee Report

Submitted By: Letecia McNatt, Assistant to the City Manager

Issue/Summary

Development Services Committee Chair, Councilmember Dylan Hedrick, will report on spacing requirements for antennas and the review process prior to Plan Commission meetings.

Background

This committee has oversight over codes and ordinances related to zoning, planning and building, engineering and transportation standards and requirements. The committee works at the direction of the entire Council.

Consideration / Recommendation

Unless otherwise directed by Council, these items will be marked as complete on the Pending Items List for Council Committees.

Attachments

Previous Agenda Template for Plan Commission Meetings

Revised Agenda Template for Plan Commission Meetings



AGENDA

A meeting of the Plan Commission of the City of Garland, Texas will be held Monday, December 11, 2023, at 7:00 p.m. in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street.

A pre-meeting will begin at 5:30 p.m. in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street. The agenda for the pre-meeting is the same as for the regular meeting and may include additional items as set forth below.

The meeting will be broadcast on City of Garland Government Access Television (CGTV). CGTV is available via GarlandTX.gov, channel 16 (Spectrum), Channel 44 (Frontier), and channel 99 (AT&T U-verse). Meetings are broadcast online via live streaming, on-demand, and air on CGTV with several rebroadcasts during the week of the meeting.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. BRAILLE IS NOT AVAILABLE.

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of the Plan Commission, without discussion. The Chairman will announce the agenda and provide an opportunity for members of the audience and the Plan Commission to request that an item be removed and considered separately.

1. MINUTES

- a. Consider approval of the Plan Commission Minutes for the November 20, 2023 meeting.**

2. PLATS

- a. P 23-38 Talley Road Estates No. 16 – Final Plat**

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Registration will be required for any citizen wishing to speak or have their position recorded but not speak. Citizens shall register using the electronic registration kiosks in the lobby of City Hall. The Chairman will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

3. ZONING

- a. Consideration of the application of **Jacobs Telecommunications/Christine Johnson**, requesting approval of 1) an Amendment to Planned Development (PD) District 14-07 for Community Retail Uses to allow an Antenna, Commercial Use and 2) a Detail Plan for an Antenna, Commercial Use. This property is located at 4535 Bass Pro Drive. (District 3) (File Z 23-33)
- b. Consideration of the application of **Realty investments C/o Maxwell Fisher**, requesting approval of 1) a Change in Zoning from Light Commercial (LC) District to a Planned Development (PD) District for Multi-Family-2 (MF-2) and Live/Work Uses and 2) a Detail Plan for a multi-family and live/work development. This property is located at 630 East Interstate 30 Freeway and 5305 Zion Road. (District 3) (File Z 23-36)
- c. Consideration of the application of **Matt Drahos**, requesting approval of 1) a Specific Use Provision for an Automobile Sales, New or Used Use on a property zoned Industrial (IN) District and 2) a Plan for Automobile Sales, New or Used. This property is located at 421 East Walnut Street. (District 2) (File Z 23-42)
- d. Consideration of the application of **708 Studios, LLC/Clara M. Carlisle**, requesting approval a Change in Zoning from Neighborhood Office (NO) District to Community Retail (CR) District. This property is located at 2930 Broadway Boulevard. (District 5) (File Z 23-45)

4. MISCELLANEOUS

- a. Consideration to amend Section 6.03, "Definitions," Section 2.52, "Special Standards for Certain Uses," the Land Use Matrix of Chapter 2, and the Downtown (DT) District Land Use Matrix of Chapter 7 of the Garland Development Code to allow for Reception Facility, Small Scale use in certain zoning districts.

ADJOURN

NOTICE: *The Plan Commission may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns matters regarding 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.*



AGENDA

A meeting of the Plan Commission of the City of Garland, Texas will be held Monday, October 14, 2024, at 6:30 p.m. in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street.

The meeting will be broadcast on City of Garland Government Access Television (CGTV). CGTV is available via GarlandTX.gov, channel 16 (Spectrum), Channel 44 (Frontier), and channel 99 (AT&T U-verse). Meetings are broadcast online via live streaming, on-demand, and air on CGTV with several rebroadcasts during the week of the meeting.

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CONSENT AGENDA

All items under this section are recommended for approval by a single motion of the Plan Commission, without discussion. The Chairman will announce the agenda and provide an opportunity for members of the audience and the Plan Commission to request that an item be removed and considered separately.

1. MINUTES

- a. Consider approval of the Plan Commission Minutes for the September 9, 2024 meeting.**

2. PLATS

- a. P 24-24 Jupiter Miller Business Center - Replat**

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Registration will be required for any citizen wishing to speak or have their position recorded but not speak. Citizens shall register using the electronic registration kiosks in the lobby of City Hall. The Chairman will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

3. ZONING

- a. Consideration of the application of
- b. Consideration of the application of

ADJOURN

NOTICE: The Plan Commission may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns matters regarding 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.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

14.

Meeting Date: 10/07/2024

Title: Audit Committee Meeting Report

Submitted By: Jed Johnson, City Auditor

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Council Member Ed Moore, Chair of the Internal Audit Committee, and Jed Johnson, City Auditor, will provide a committee report on the following items:

- Weaver Presentation - FY/2024 Audit
- Animal Services Audit
- GP&L LED Streetlight Conversion Audit
- FY/2025 Audit Plan

Background

This briefing will provide the City Council with updates on the Internal Audit Department's recently completed audits.

Consideration / Recommendation

Council discussion.
