



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

Tuesday, September 6, 2022

5:30 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

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

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

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

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

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

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

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

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

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

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. COVID-19 Briefing

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

b. Household Hazardous Waste (HHW) Interlocal Agreement

Council is requested to continue participating in the Dallas Area HHW Network by authorizing the City Manager to renew the Interlocal Agreement with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2022 Regular Meeting.

c. New Proposed Hours of Operation for the Garland Animal Shelter

Council is requested to consider the proposed hours of operation for the Garland Animal Shelter. Unless Council provides additional direction, the proposed hours of operation are anticipated to take effect with the new Fiscal Year on Sunday, October 2, 2022.

d. Club Creek Parking Restrictions

Council is requested to restrict parking along the median of Mallards Pond St., Heathers Moor St. and Shannons Pl. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2022 Regular Meeting.

e. Holford Road (Segment B) and Bottleneck Improvements Program - Eminent Domain

Council is requested to approve two resolutions authorizing the use of eminent domain where necessary to acquire the property rights needed for the following projects: Holford Road Segments B, First St. / Miller Rd. Bottleneck Improvements. These items will be scheduled for formal consideration at the September 6, 2022 Regular Meeting.

f. 2022 Edward Byrne Memorial Justice Assistance Grant (JAG)

Council is requested to authorize submission of the grant application, which if approved, the federal government will pay an estimated \$35,628.58. This item will be scheduled for formal consideration at the September 6, 2022 Regular Meeting.

g. Utility Customer Information System (CIS) and Web Portal Go-Live

The Customer Service Department is scheduled to go-live with the new Utility Customer Information System (CIS) on Monday, September 12, 2022. The system replaces the current legacy Banner Utility CIS in use by the City and also includes a new utility account customer management portal. The CIS solution provides the City of Garland Utility CIS capabilities for the various utility services provided by the electric, water, sewer, and sanitation departments. The new system is expected to provide a foundation to meet intermediate and long term needs for innovation and excellence in serving our customers.

h. Project Supplemental Agreement (PSA) with Dallas County for Naaman School Road from Brand Road to SH-78

Council is requested to consider entering into a Project Supplemental Agreement (PSA) with Dallas County for the construction of Naaman School Road from Brand Road to SH-78 in the City of Garland. Unless otherwise directed by Council, this

item will be scheduled for formal consideration at the September 20, 2022 Regular Meeting.

i. Lease Agreement for Concrete Recycling Facility

Council is requested to authorize the City Manager to enter into a new lease agreement with Arcosa Crushed Concrete to operate a concrete recycling center at a City-owned facility located at 3637 Castle Drive. his item will be scheduled for formal consideration at the September 6, 2022 Regular Meeting.

4. Verbal Briefings:

a. DART Update

Council will be updated on DART's services, activities, programs and projects within Garland.

b. 2019 Bond Program - Status Update

Staff will brief Council on the progress to date in implementing the 2019 Bond Program.

c. FY 2022-23 Budget Discussions - Final Direction from Council

Staff will present the changes previously discussed to the FY 2022-23 Proposed Budget. Council will give final direction to staff regarding the 2022-23 Budget.

5. Discuss Appointments to Boards and Commissions

The City Attorney will brief Council on provisions of the Code of Ordinances related to dual appointments.

Mayor Pro Tem Morris

- Ira Fuller, Jr. - Senior Citizens Advisory Board and Tax Increment Finance #1 Downtown Board
- Bob Duckworth - Tax Increment Finance #3 Board

Council Member Margaret Lucht

- Kristin Lucido - Library Board
- Gayle Owens - Property Standards Board
- Cle Kimble - Tax Increment Finance #3 Board

Council Member Robert Vera

- Lori Barnett Dodson - Tax Increment Finance #3 Board

6. Announce Future Agenda Items

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

7. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

The City Council will adjourn into executive session pursuant to Sections 551.087 and 551.071 of the Texas Government Code to deliberate or discuss:

Economic development matters related to 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 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 (551.087) relating to real property located in the vicinity of Downtown Garland and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).

8. Adjourn



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. a.

Meeting Date: September 6, 2022

Item Title: COVID-19 Briefing

Summary of Request/Problem

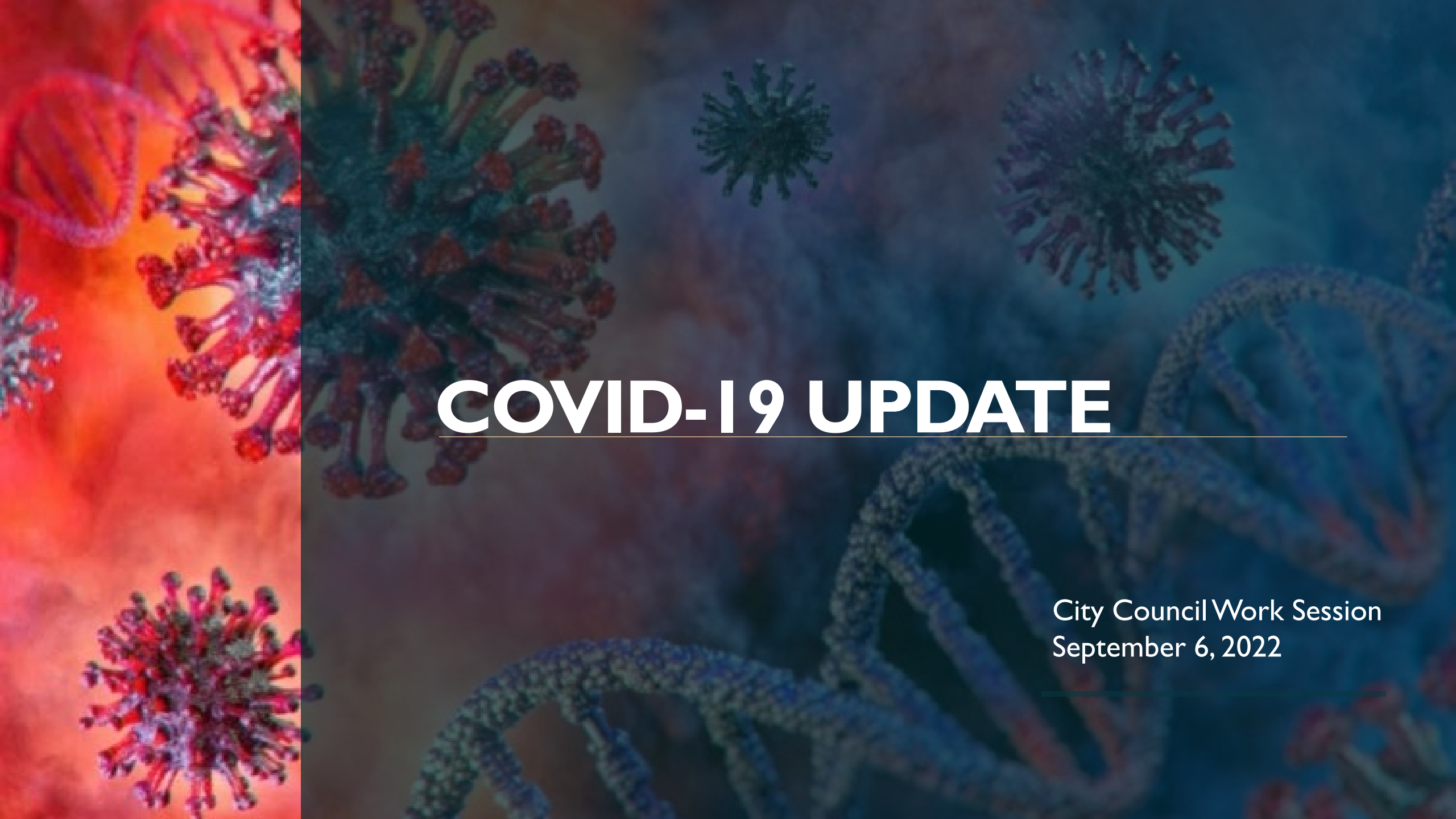
Staff will provide an update to Council and ask for direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

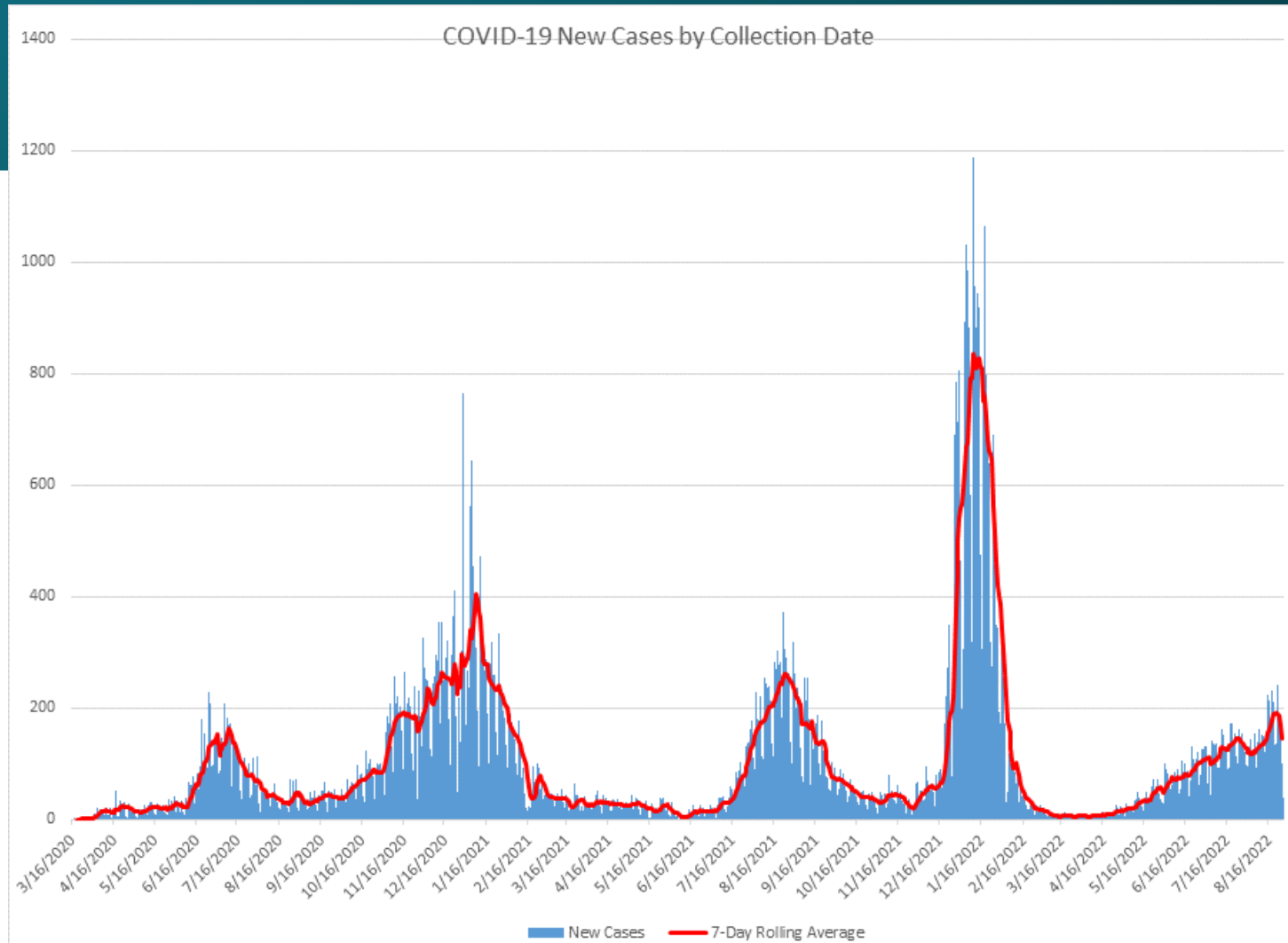
COVID-19 Presentation



COVID-19 UPDATE

City Council Work Session
September 6, 2022

Garland Impacts



Total Confirmed
68,871

Total Recovered
66,270

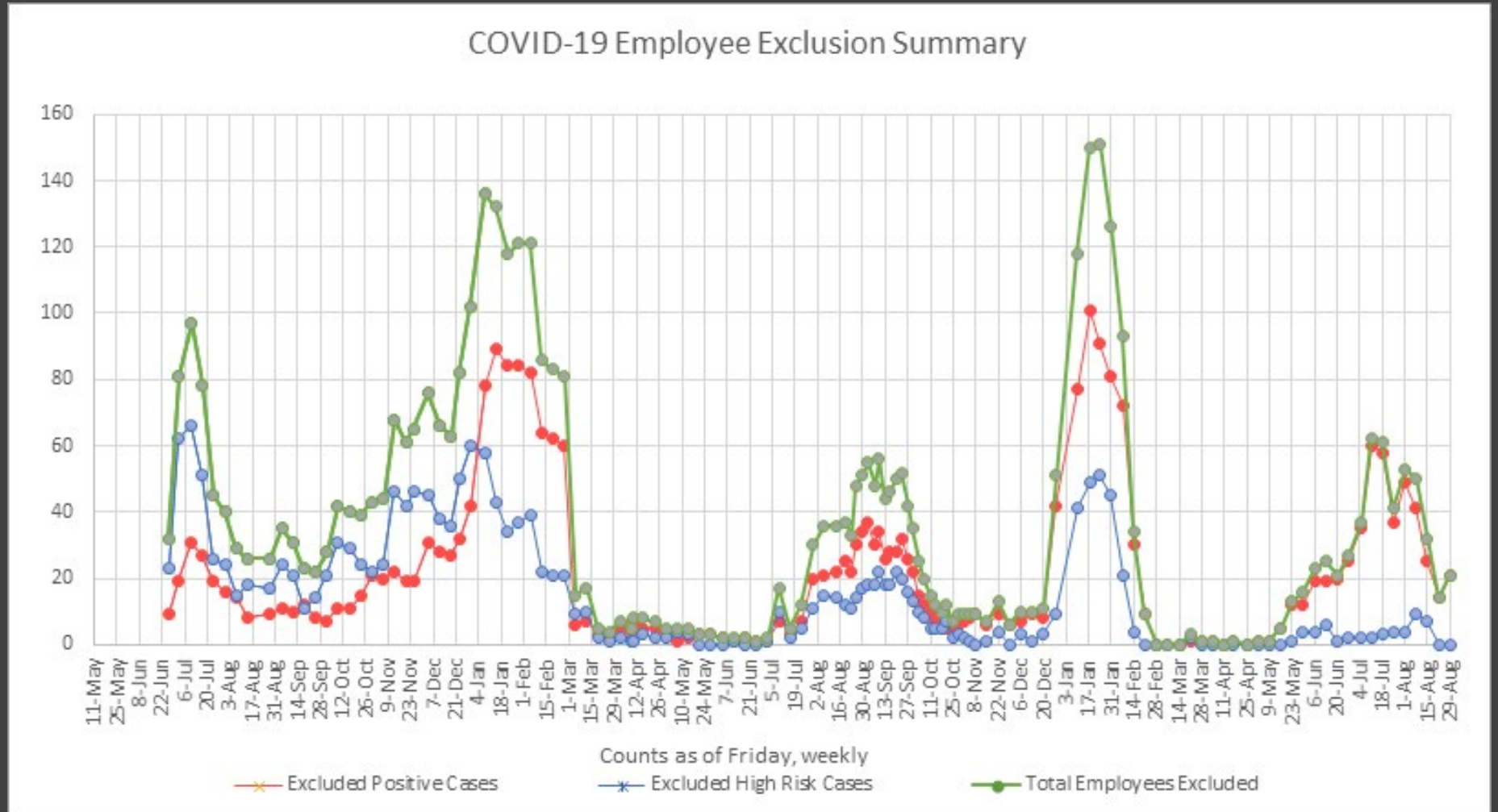
Total Deaths
778

Active Cases
1,823

Current Staff Impacts

19 COG employees excluded due to COVID-19 as of August 29, 2022

Total
Recovered
952
All
Departments



Garland Vaccinations Administered

Doses thru 8/27/22

Moderna Doses – Initial Series	35,328
Moderna Boosters	4,108
Pfizer Doses – Initial Series	8,773
Pfizer Boosters	3,829
Single Doses (Initial + Booster)	895
Novavax – Initial Series	4
Total	52,937
Doses Administered week of August 21 - 27	36

Hospitalized COVID Patients and Percent COVID Patients to All Hospital Patients Dallas County

08/29/22 Numbers

181

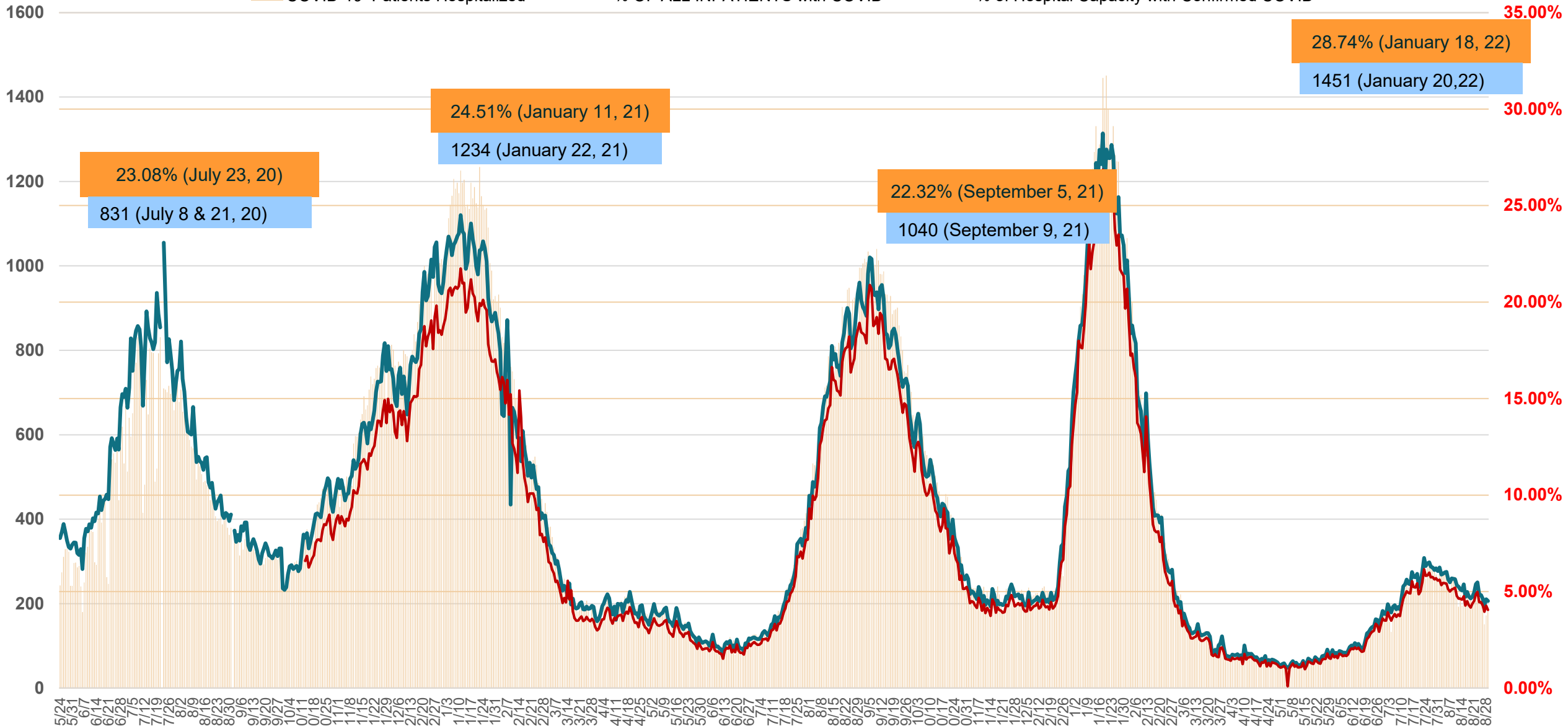
4.51%

4.05%

COVID-19 Patients Hospitalized

% OF ALL INPATIENTS with COVID

% of Hospital Capacity with Confirmed COVID





QUESTIONS



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: September 6, 2022
Item Title: Household Hazardous Waste Interlocal Agreement
Submitted By: Jason Chessher, Managing Director
Strategic Focus Areas: Customer-Focused City Services
Sound Governance and Finances

ISSUE

Garland's Storm Water Management Plan approved by the Texas Commission on Environmental Quality (TCEQ) requires that Garland provide a Household Hazardous Waste (HHW) Management Program. For the previous 28 years Garland has contracted with Dallas County to participate in the Dallas Area HHW Network which operates a fixed disposal facility near Garland located at 11234 Plano Road, Dallas, Texas. The current contract expires September 30, 2022.

OPTIONS

1. Continue participating in the Dallas Area HHW Network by authorizing the City Manager to renew the interlocal agreement with Dallas County. (See Attachment)
2. Direct staff to explore other HHW disposal options including a permanent fixed site in Garland or periodic collection events in Garland.

RECOMMENDATION

Staff recommends that the Council approve a resolution authorizing the City Manager to renew an interlocal agreement with Dallas County to participate in the Dallas Area HHW Network. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2022 Regular Meeting.

BACKGROUND

Garland's original Municipal Separate Storm Sewer System (MS4) permit, issued by the United States EPA in February, 1997 required the City to provide a Household Hazardous Waste Management Program. The replacement MS4 permit, issued by the State of Texas has the same requirement for a Household Hazardous Waste Management Program. In late 1997, the City of Garland entered into an interlocal agreement with Dallas County, and other municipalities within Dallas County, to participate in the Dallas Area HHW Network and Council has approved subsequent agreements. HHW generally consists of unwanted home chemicals including insecticides, herbicides, antifreeze, latex and oil-based paints, etc. Currently there are sixteen cities and Dallas County that participate in the HHW Network and pay for their citizens' waste disposal and a proportional share of the Network's operating expenses. In FY2021, 4,073 Garland residents utilized the HHW Network services. The HHW Network's permanent collection facility at 11234 Plano Rd. (just south of Forest Lane near the Dallas/Garland boundary) is convenient to Garland residents. The facility is open three days per week and the second and fourth Saturday of each month. Due to real hazards posed by the mixing of chemicals in Environmental Waste Services collection trucks and the disposal of such wastes in Garland's landfill, HHW is not allowed to be placed in the automated trash cans.

The County Commissioner's Court approved the interlocal agreement renewal on July 22, 2022.

CONSIDERATION

1. Continued Participation in HHW Network (Option 1).

The permanent facility on Plano Road provides a convenient method of HHW disposal for the citizens of Garland.

The Network can negotiate lower disposal costs because of the volume of the combined cities.

Large collection events are conducted periodically throughout the county and Garland residents may participate in these events.

2. Explore other HHW disposal options including a permanent fixed site or periodic collection events (Option 2).

The Storm Water Fund contains no funds for HHW capital improvements. (there are currently no funds with which to purchase or build a permanent facility in Garland).

Funding for additional qualified staff would also be necessary to staff a fixed site in Garland.

The convenience to the citizens would be slightly enhanced if the facility were actually located in Garland.

Periodic HHW collection events could be held throughout the year but this would require residents to store HHW between collection events.

Attachments

2023 HHW Agreement

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN GARLAND AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the City of Garland, Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact

Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

City Contact (Name, Title, Address, Phone, Fax)

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street

5th Floor
Dallas, Texas 75202

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.
3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").
5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the Term of this Agreement, the City will provide:

1. A sum not to exceed \$ _____ for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
 - a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
 - b) The City agrees operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of

events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other

person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party 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 an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not

affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

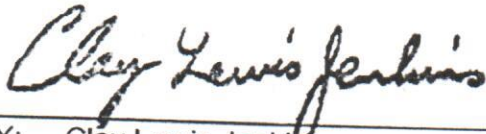
This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

HHW Interlocal Agreement 2023

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.



BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper
DN: cn=Christopher Hooper, o, ou,
email=Christopher.Hooper@dallascounty.org, c=US
Date: 2022.07.08 08:59:31 -05'00'

BY: Chris Hooper
Director
Consolidated Services
Dallas County, Texas

APPROVED AS TO FORM*:

John Cruezot
District Attorney
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385
Date: 2022.07.07 10:41:20 -05'00'

BY: Lacey Lucas
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only 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).

HHW Interlocal Agreement 2023

CITY:

The City of Garland has executed this Agreement pursuant to Resolution Number _____, the _____ day of _____, 2022.

EXECUTED THIS _____ DAY OF _____, 2022.

BY: Mayor

APPROVED AS TO FORM:

BY: City Attorney

Exhibit A2023 Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or
- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-

exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2023

FY2023 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2023 ("FY23") as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 581,001
Operating Costs	\$ 210,325
CAPITAL EXPENSE BUDGET	\$ 93,000
COLLECTION / DISPOSAL BUDGET	\$ 1,158,000
TOTAL PROGRAM BUDGET	\$2,042,326

Proportional Shares of FY2023 Operational and Capital Budget *

Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 2,479	\$2,937	\$734.25
Dallas	238,164	48.11%	\$ 391,795	\$391,779	\$97,944.75
De Soto	16,034	3.24%	\$ 22,155	\$26,389	\$6,597.25
Duncanville	11,436	2.31%	\$ 16,071	\$18,816	\$4,704.00
Farmers Branch	8,852	1.79%	\$ 12,092	\$14,581	\$3,645.25
Garland	62,807	12.69%	\$ 89,745	\$103,343	\$25,835.75
Highland Park	3,078	0.62%	\$ 4,807	\$5,054	\$1,263.50
Irving	42,602	8.60%	\$ 58,878	\$70,037	\$17,509.25
Mesquite	37,001	7.47%	\$ 54,292	\$60,835	\$15,208.75
Richardson	31,564	6.38%	\$ 42,360	\$51,959	\$12,989.75
Rowlett	18,957	3.83%	\$ 26,208	\$31,194	\$7,798.50
Sachse	7,638	1.54%	\$ 10,587	\$12,546	\$3,136.50
Seagoville	3,908	0.79%	\$ 5,333	\$6,438	\$1,609.50
Sunnyvale	2,667	0.54%	\$ 2,554	\$4,402	\$1,100.50
University Park	7,568	1.53%	\$ 10,437	\$12,464	\$3,116.00
Wilmer	937	0.19%	\$ 1,277	\$1,552	\$388.00
TOTAL	495,007	100%	\$751,070	\$814,326	\$203,581.50

Exhibit C2023**BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK****Article I: Name**

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the "**HHW Network**").

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. c.

Meeting Date: September 6, 2022

Item Title: New Proposed Hours of Operation for the Garland Animal Shelter

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Many area animal shelters have shifted the operating hours to be open to the public on both Saturday and Sunday and in turn, are closed to the public one day during the workweek. To take advantage of the potential for increased adoptions on Sundays, staff recommends that the hours of operation for the Animal Shelter be changed to 11am - 6pm daily. Since the Animal Shelter would now be open on Sundays staff also recommends that the shelter be closed to the public on Wednesdays. The proposed change in schedule is summarized below.

	<u>Current Schedule</u>	<u>Proposed Schedule</u>
Monday	10am – 6pm	11am – 6pm
Tuesday	10am – 6pm	11am – 6pm
Wednesday	10am – 6pm	Closed to the public *
Thursday	10am – 6pm	11am – 6pm
Friday	10am – 6pm	11am – 6pm
Saturday	10am – 6pm	11am – 6pm
Sunday	Closed to the Public	11am – 6pm

Note that the hour between 10am - 11am is typically slow in terms of public visitors. The 10am - 11am hour would be traded for more time for staff to clean the shelter and prepare for public visitors. Also note that the shelter will continue to accept "over the counter" stray pets on Wednesdays and before 11am during the remainder of the week (which reflects the current service level). The shelter will also accept pets scheduled surgeries on Wednesdays.

Recommendation/Action Requested and Justification

Unless Council provides additional direction, these hours of operation are anticipated to take effect with the new Fiscal Year on Sunday, October 2, 2022.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: September 6, 2022
Item Title: Club Creek Parking Restrictions
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Parking along Cul de sac islands is creating access issues with neighbors. Parking restrictions have been requested by the homeowners' association.

RECOMMENDATION

Restrict parking along the median of Mallards Pond St, Heathers Moor St, and Shannons Pl. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2022 Regular Meeting.

BACKGROUND

- Parking restrictions have been requested in three cul de sac type turnarounds in the Club Creek neighborhood by the Club Creek Homeowners Association.
- These locations are Mallards Pond St, Heathers Moor St, and Shannons Pl.
- The median area of these streets is owned and maintained by the Club Creek Homeowners Association.
- These turnaround type streets have a median in the center, creating a 24-foot-wide roadway.
- When parking exists along both the residence side and the median side, the roadway is completely impassible.
- The Transportation Director met with the Homeowners Association board regarding this issue and received this request.

CONSIDERATION

Additional parking restrictions may lead to inappropriate parking in other undesirable places.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: September 6, 2022

Item Title: Holford Road (Segment B) and Bottleneck Improvements Program - Eminent Domain

Submitted By: Laura Dunn, Capital Project Management Director

Strategic Focus Areas: Well-Maintained City Infrastructure

ISSUE

As part of the 2019 Bond Program, voters approved Proposition A, which includes the Bottleneck Improvements Program and the reconstruction of Holford Road Segment B.

The City does not own all the property necessary to construct the projects and has engaged in efforts to acquire the necessary easements and right-of-way. The City has not successfully negotiated a final purchase price with three property and is seeking authorization to pursue the use of eminent domain.

OPTIONS

1. Approve two resolutions (for individual consideration) authorizing the use of eminent domain where necessary to acquire the property rights needed for the following projects: Holford Road Segment B, First St. / Miller Rd. Bottleneck Improvements. Three property owners will be duly compensated.
2. Do not approve the resolutions.

RECOMMENDATION

Council is requested to approve two resolutions authorizing the acquisition of the property rights described in the proposed resolutions. These items will be scheduled for formal consideration as separate agenda items at the September 6, 2022 Regular Meeting.

BACKGROUND

The Bottleneck Improvements Program will alleviate traffic congestion at 12 major intersections by providing additional/extended turn bays and through lanes. The bottleneck improvements require the acquisition of "strips and clips" or portions of multiple parcels. One resolution being considered focuses on the improvements at the intersection of First St. and Miller Rd.

Holford Road Segment B (Naaman Forest Blvd. to PGBT) is being reconstructed from a two-lane asphalt roadway into a four-lane divided concrete street with curbs, dedicated bike lanes, and trails. This project requires easements and right-of-way.

Because the City does not already own all the property interests upon which the project will be constructed, the City has engaged in efforts to acquire the necessary property rights and continues to negotiate with additional property owners for said property interests. If these negotiations are unsuccessful, additional properties may need to be included on a future resolution.

Council was previously briefed on the land acquisition requirements for both projects in Executive Session on at least four occasions.

CONSIDERATION

Initiating condemnation is part of the negotiation process and Staff makes every reasonable effort to find resolution before initiating condemnation. Due to unsuccessful negotiations with three property owners, pursuing the use of eminent domain is currently the method necessary for gaining property rights required for the projects.

Attachments

Bottleneck Improvement Resolution
Holford Road - Segment B Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARLAND, TEXAS FINDING AND DETERMINING THAT THE PUBLIC NECESSITY AND CONVENIENCE REQUIRE THE ACQUISITION OF VARIOUS PROPERTY RIGHTS LOCATED AT THE INTERSECTION OF FIRST STREET AND MILLER ROAD, IN THE CITY OF GARLAND, TEXAS, SAID PROPERTY INTERESTS BEING MORE PARTICULARLY DESCRIBED BELOW; PROVIDING AUTHORIZATIONS TO ACQUIRE SUCH PROPERTY RIGHTS BY PURCHASE OR CONDEMNATION AND MAKING CERTAIN FINDINGS PERTAINING THERETO; PROVIDING FURTHER AUTHORIZATIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, ("Garland"), has found and determined the need to acquire property rights necessary to widen intersection improvements for the Bottleneck Improvements Program ("Project"), which will necessitate the acquisition of properties at the intersection of First Street and Miller Road;

WHEREAS, public convenience and necessity requires the acquisition of the properties described below (referred to as "Properties"), which exhibits are attached hereto and incorporated herein by reference, for the construction, operation, and maintenance of the Project;

WHEREAS, Garland is required to make an initial offer as defined by, and in compliance with, Texas Property Code §21.0111 ("Initial Offer"), and a bona fide offer, as defined by, and in compliance with, Texas Property Code §21.0113 ("Final Offer") to acquire the Properties for public use from the Property Owners (as hereinafter defined) voluntarily before beginning the acquisition of the Properties through a condemnation proceeding;

WHEREAS, the Properties are located in the City of Garland, Dallas County, Texas as described below, and the fee owners of the Properties are as follows:

Betsy Stirratt Aubrey, Trustee of the Aubrey Family Trust:
1937 S. First Street - fee simple to a 835 square foot (0.019 acre) tract and a pedestrian and utility easement in a 1,069 square foot (0.025 acre) tract of land located in the Abner Keen Survey, Abstract Number 735, Dallas County, Texas and being part of Lot 23, Block 7 of the Cresthaven No. 1, an addition to the City of Garland as recorded in Volume 24, Page 127, Plat Records, Dallas County, Texas and being part of a tract of land conveyed by Estate Distribution Deed to Betsy Stirratt Aubrey, Trustee of the Aubrey Family Trust as recorded in Instrument Number 201400096153, of the Official Public Records of Dallas County, Texas;

Amount Offered: \$21,559.00;

Jose Zuniga and Maria Jesus Torres: 2000 Delmar Drive - a 527 square foot (0.012 acre) tract of land located in the William H. Keen Survey, Abstract Number 734, Dallas County, Texas and being part of Lot 1, Block 10 of the Daugherty Heights Addition 2nd Section, an addition to the City of Garland, Texas as recorded in Volume 21, Page 113, Map Records, Dallas County, Texas and being part of a tract of land conveyed by Special Warranty Deed to Jose Zuniga and Maria Jesus Torres as recorded in Instrument Number 201200275035, of the Official Public Records of Dallas County, Texas;

Amount Offered: \$8,532.00;

WHEREAS, independent professional appraisal reports of the Properties have been submitted to the City as required by Chapter 21 of the Texas Property Code, and the City Manager or his designee has established a certain amount determined to be just compensation for the Properties based on the appraisals and fair market values of the Properties and any applicable fees necessary to acquire the Properties;

WHEREAS, Garland, through agents or representatives employed by or contracted with Garland, has entered into good faith negotiations with the owners of the Properties in order to acquire necessary property rights on the Properties for the Project, and has been unsuccessful in acquiring the necessary property rights on the Properties; and

WHEREAS, in conjunction with the enactment of this Resolution, Garland authorized the initiation of eminent domain proceedings to acquire property rights to the Properties at a public meeting by a record vote, and the notice for the public meeting included all required information, including the consideration of the use of eminent domain to condemn property as an agenda item;

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

Section 1

That Garland, its staff, its designees, and its attorneys are specifically authorized to purchase property rights of the Properties; that the public convenience and necessity requires the acquisition of easement rights on the Properties for the public purpose of the Project; that Garland has made a good faith effort to negotiate a voluntary acquisition of easement and/or right-of-

way rights on the Properties; that it appears to Garland that further negotiations to purchase easement rights on the Properties voluntarily would be futile; that the public necessity requires the condemnation of Properties for the Project; and that Garland, its staff, and its attorneys are hereby authorized and directed to institute proceedings in eminent domain against the owners of the Properties, and against all other owners, lienholders, or holders of an interest in the Properties, in order to acquire easement rights on the Properties.

Section 2

That Garland, its staff, and its attorneys are hereby authorized to do all things necessary and proper to carry out the intent and purpose of this Resolution, including determination of the property rights that are proper and necessary for the Project.

Section 3

It is the intent of the City Council that this Resolution authorizes the City Manager and City Attorney, or their designees, to perform all steps necessary to obtain the Properties necessary for the Project, whether through negotiation or condemnation, including the expenditure of funds.

Section 4

It is the intent of the City Council that this Resolution authorizes the condemnation of all property rights required for the construction, improvement, maintenance, and reconstruction of bottleneck improvements on the properties at the intersection of Belt Line and Shiloh Roads and at the intersection of Buckingham and Shiloh Roads, located in the City of Garland, to serve the public and citizens of the City.

Section 5

If it is determined that there are scrivener errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or his designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council Ordinance authorizing condemnation of the corrected or revised property.

Section 6

Following an award by the Special Commissioners or a judgment of a court of competent jurisdiction on appeal from a Special Commissioners' award, the City Manager or his designee, is hereby authorized to make payment in an amount not to exceed the Special Commissioners' award or the judgment of a court of competent jurisdiction, to enable the City to take possession of the Properties without further action of the City Council. However, nothing contained herein shall be interpreted to limit the spending authority of the City Manager granted by Council Resolution or Policy. It is the intent of the City Council that this Resolution grants the City Manager the authority, in addition to the authority granted by Council policy, to settle disputes related to the value of the Properties.

Section 7

That this Resolution shall take effect immediately from and after its adoption.

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
W. MILLER ROAD
835 SQUARE FEET, OR 0.019 ACRES
LOT 23, BLOCK 7
CRESTHAVEN NO. 1

Being a 835 square foot or 0.019 of an acre tract of land located in the Abner Keen Survey, Abstract Number 735, Dallas County, Texas and being a part of Lot 23, Block 7 of the Cresthaven No. 1, an addition to the City of Garland, Texas as recorded in Volume 24, Page 127, Plat Records, Dallas County, Texas and being part of a tract of land conveyed by Estate Distribution Deed to Betsy Stirratt Aubrey, Trustee of The Aubrey Family Trust as recorded in Instrument Number 201400096153, of the Official Public Records of Dallas County, Texas and being more particularly described as follows;

BEGINNING at a 5/8-inch iron rod with plastic yellow cap stamped "TNP" set for the southwest corner of said Lot 23, Block 7 and at the intersection of the east right-of-way line of a 20-foot alley and the north right-of-way line of W. Miller Road (variable width right-of-way);

THENCE North 00 degrees 08 minutes 19 seconds East along the east right-of-way line of said 20-foot alley and the west line of said Lot 23, Block 7, a distance of 4.46 feet to a 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "CITY OF GARLAND R.O.W." set for corner;

THENCE departing the east right-of-way line of said 20-foot alley and the west line of said Lot 23, Block 7, over and across said Lot 23, Block 7, the following two (2) calls and distances:

North 89 degrees 55 minutes 42 seconds East, a distance of 103.12 feet to a 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "CITY OF GARLAND R.O.W." set for an angle point;

North 36 degrees 51 minutes 47 seconds East, a distance of 38.98 feet to a 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "CITY OF GARLAND R.O.W." set for corner on the west right-of-way line of 1st Street (variable width right-of-way) and the east line of said Lot 23, Block 7;

THENCE South 01 degrees 02 minutes 45 seconds East along the west right-of-way line of said 1st Street and the east line of said Lot 23, Block 7, a distance of 20.74 feet to a 5/8-inch iron rod with plastic yellow cap stamped "TNP" set for corner; said corner being the north corner of a tract of land dedicated to the City of Garland as recorded in Volume 90208, Page 601, Deed Records, Dallas County, Texas;

THENCE South 44 degrees 28 minutes 05 seconds West departing the west right-of-way line of said 1st Street and the east line of said Lot 23, Block 7, along the northeast line of said Dedication, a distance of 21.02 feet to a 5/8-inch iron rod with plastic yellow cap stamped "TNP" set for corner on the north right-of-way line of said W. Miller Road, the south line of said Lot 23, Block 7 and the west corner of said Dedication;

THENCE South 89 degrees 58 minutes 54 seconds West along the north right-of-way line of said W. Miller Road and the south line of said Lot 23, Block 7, a distance of 112.17 feet to the POINT OF BEGINNING containing 835 square feet, or 0.019 acres of land.



NOTES:

A drawing of even date accompanies this description

Brian J. Maddox II
Brian J. Maddox II, R.P.L.S., No. 6659



RIGHT-OF-WAY DEDICATION

LOT 23, BLOCK 7, CRESTHAVEN NO. 1
CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT INFORMATION

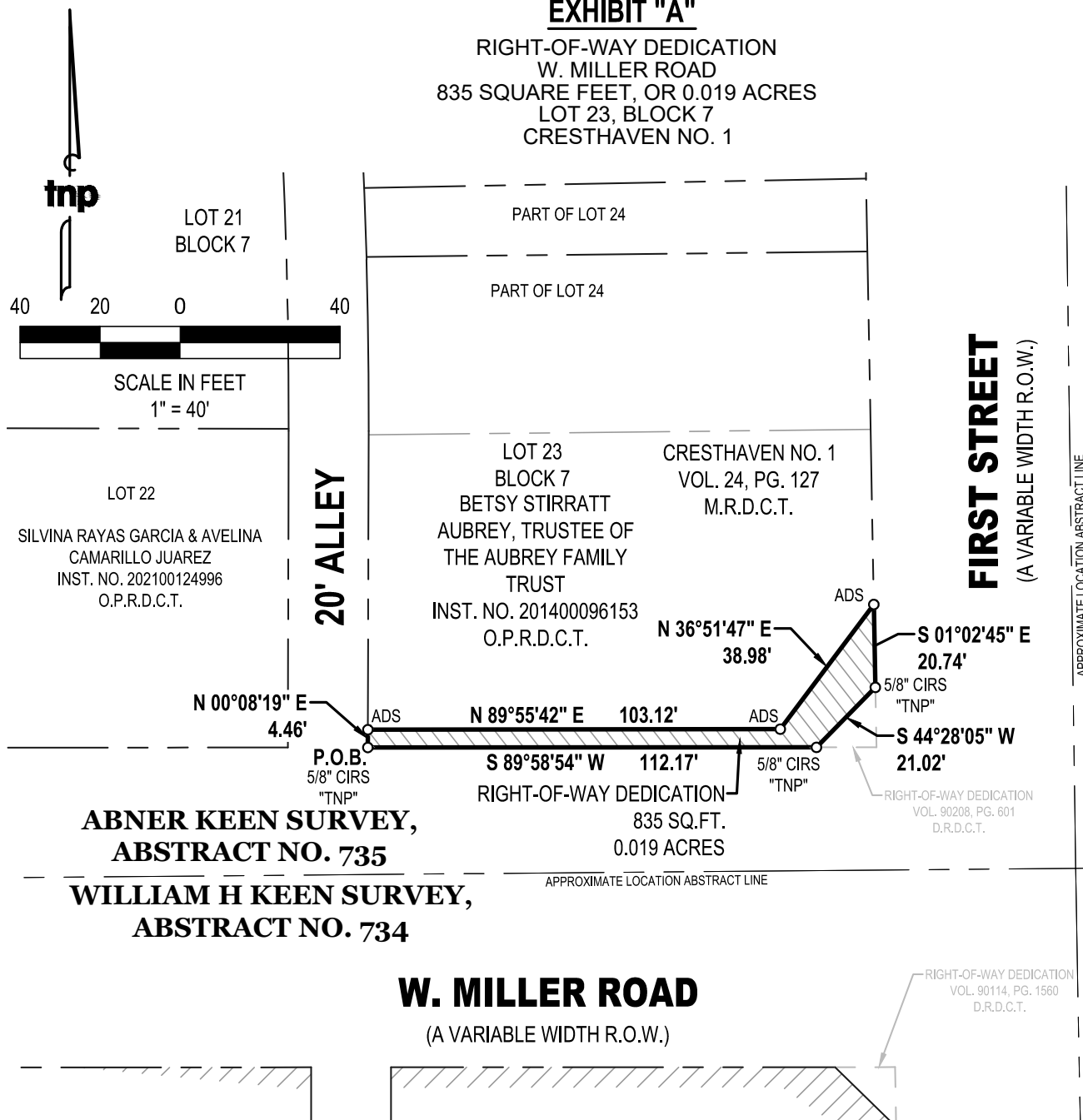
Project No.: GLD 20138
Date: August 26, 2021
Drawn By: JJ
Scale: 1" = 40'

teague nall & perkins

820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
W. MILLER ROAD
835 SQUARE FEET, OR 0.019 ACRES
LOT 23, BLOCK 7
CRESTHAVEN NO. 1



ABNER KEEN SURVEY,
ABSTRACT NO. 735
WILLIAM H KEEN SURVEY,
ABSTRACT NO. 734

W. MILLER ROAD
(A VARIABLE WIDTH R.O.W.)

NOTES:

Bearings are referenced to Grid North of the Texas Coordinate System of 1983 North Central Zone; (4202) and based on the City of Garland's Geodetic Control Network. An average combined factor of 1.000136506 was used to scale grid coordinates and distances to surface at 0.0. All distances shown are reported as horizontal surface measurements.

This exhibit was performed without the benefit of an abstractor or title commitment, therefore, no search of record easements was performed on the subject property.

All objects noted as "set" on this graphical exhibit will be set either 30 days following construction of the improvements or prior acceptance by the City of Garland.

A description of even date accompanies this drawing

LEGEND

P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
ADS - 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "City of Garland R.O.W." Set
CIRS - 5/8 inch iron rod with plastic yellow cap stamped "TNP" set
R.O.W. - Right-of-Way
C.M. - Controlling Monument
SF - Square feet
AC - Acres
VOL. - Volume
PG. - Page
INST. NO. - Instrument Number

RIGHT-OF-WAY DEDICATION

LOT 23, BLOCK 7, CRESTHAVEN NO. 1
CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT INFORMATION

Project No.: GLD 20138
Date: August 26, 2021
Drawn By: JJ
Scale: 1" = 40'

teague nall & perkins

820 Waters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpsc.com
T.B.P.L.S. Firm No. 10194381



Brian J. Maddox II
Brian J. Maddox II, R.P.L.S., No. 6659

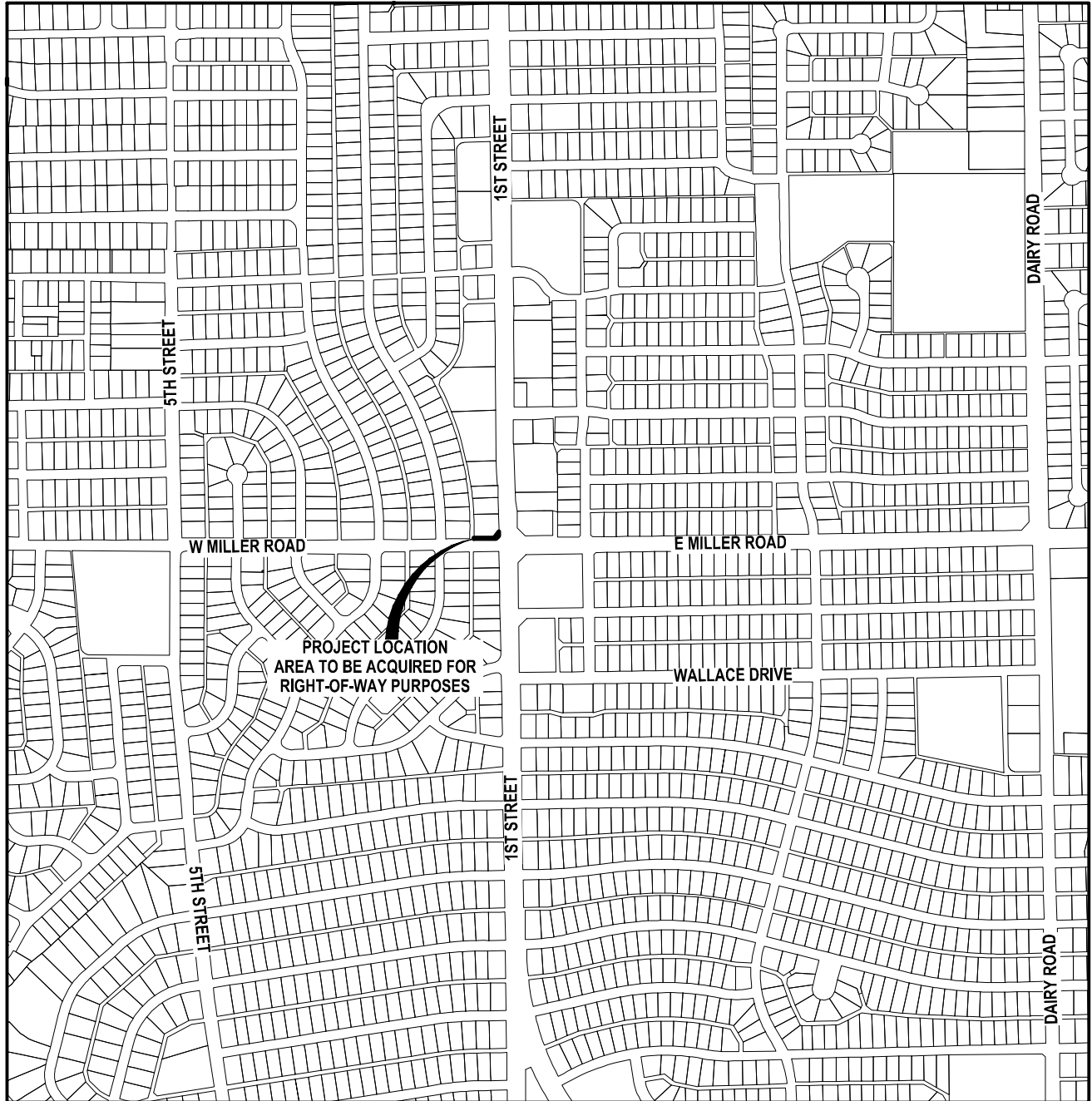


EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
W. MILLER ROAD
835 SQUARE FEET, OR 0.019 ACRES
LOT 23, BLOCK 7
CRESTHAVEN NO. 1

tnp

"NOT TO SCALE"



RIGHT-OF-WAY DEDICATION

LOT 23, BLOCK 7, CRESTHAVEN NO. 1

CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT INFORMATION

Project No.: GLD 20138
Date: August 26, 2021
Drawn By: JJ
Scale: 1" = 40'

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EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
W. MILLER ROAD
527 SQUARE FEET, OR 0.012 ACRES
LOT 1, BLOCK 10
DAUGHERTY HEIGHTS ADDITION 2ND SECTION

Being a 527 square foot or 0.012 of an acre tract of land located in the William H. Keen Survey, Abstract Number 734, Dallas County, Texas and being a part of Lot 1, Block 10 of the Daugherty Heights Addition 2nd Section, an addition to the City of Garland, Texas as recorded in Volume 21, Page 113, Map Records, Dallas County, Texas and being part of a tract of land conveyed by Special Warranty Deed to Jose Zuniga and Maria Jesus Torres as recorded in Instrument Number 201200275035, of the Official Public Records of Dallas County, Texas and being more particularly described as follows;

BEGINNING at a 5/8-inch iron rod with plastic yellow cap stamped "DC&A" found for the northeast corner of said Lot 1, Block 10 and the southeast intersection of the west right-of-way line of a 20-foot alley and the south right-of-way line of W. Miller Road (variable width right-of-way);

THENCE South 00 degrees 01 minutes 06 seconds East along the west right-of-way line of said 20-foot alley and the east line of said Lot 1, Block 10, a distance of 7.34 feet to a 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "CITY OF GARLAND R.O.W." set for corner;

THENCE North 89 degrees 55 minutes 42 seconds West departing the west right-of-way line of said 20-foot alley and the east line of said Lot 1, Block 10 and through the interior of same, a distance of 33.73 feet to a 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "CITY OF GARLAND R.O.W." set for corner;

THENCE North 84 degrees 29 minutes 50 seconds West continuing through the interior of said Lot 1, Block 10, a distance of 71.53 feet to a 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "CITY OF GARLAND R.O.W." set for corner on the south right-of-way line of said W. Miller Road same being the north line of Lot 1, Block 10 at the beginning of a curve to the right;

THENCE with said curve to the right along the south right-of-way line of W. Miller Road and the north line of said Lot 1, Block 10, having a radius of 25.00 feet, a central angle of 11 degrees 22 minutes 33 seconds, an arc length of 4.96 feet, a chord bearing of North 84 degrees 17 minutes 38 seconds East, a distance of 4.96 feet to a 5/8-inch iron rod with plastic yellow cap "DC&A" found for a north corner of said Lot 1, Block 10;

THENCE North 89 degrees 58 minutes 54 seconds East continuing along the south right-of-way line of W. Miller Road and the north line of said Lot 1, Block 10, a distance of 100.00 feet to the POINT-OF-BEGINNING and containing 527 square feet, or 0.012 acres of land.



NOTES:

A drawing of even date accompanies this description


Brian J. Maddox II, R.P.L.S., No. 6659



RIGHT-OF-WAY DEDICATION
LOT 1, BLOCK 10, DAUGHERTY HEIGHTS NO. 2
CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT INFORMATION

Project No.: GLD 20138
Date: August 26, 2021
Drawn By: JJ
Scale: 1" = 40'

teague nall & perkins

820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpsc.com
T.B.P.L.S. Firm No. 10194381

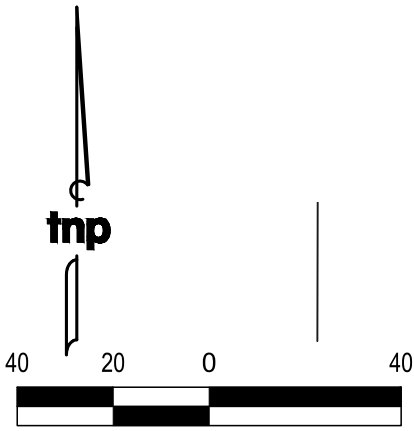
EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
W. MILLER ROAD
527 SQUARE FEET, OR 0.012 ACRES
LOT 1, BLOCK 10
DAUGHERTY HEIGHTS ADDITION 2ND SECTION

CRESTHAVEN NO. 1
VOL. 24, PG. 127
M.R.D.C.T.
LOT 22

SILVINA RAYAS GARCIA & AVELINA
CAMARILLO JUAREZ
INST. NO. 202100124996
O.P.R.D.C.T.

BETSY STIRRATT AUBREY,
TRUSTEE OF THE AUBREY
FAMILY TRUST
INST. NO. 201400096153
O.P.R.D.C.T.



SCALE IN FEET
1" = 40'

RIGHT-OF-WAY DEDICATION
VOL. 90114, PG. 1556
D.R.D.C.T.

RIGHT-OF-WAY DEDICATION
VOL. 90114, PG. 1544
D.R.D.C.T.

W. MILLER ROAD

(A VARIABLE WIDTH R.O.W.)

ABNER KEEN SURVEY,
ABSTRACT NO. 735
WILLIAM H KEEN SURVEY,
ABSTRACT NO. 734

R-25.00'
Δ-11°22'33"
L-4.96'
CB-N 84°17'38" E
CL-4.96'

RIGHT-OF-WAY
DEDICATION
527 SQ.FT.
0.012 ACRES

5/8" CIRF W/PLASTIC
YELLOW "DC&A"
(C.M.)

N 89°58'54" E 100.00'

P.O.B.

5/8" CIRF W/PLASTIC YELLOW
"DC&A"
(C.M.)

N 84°29'50" W 71.53'

S 89°55'42" W 33.73'

S 00°01'06" E
7.34'

DELMAR DRIVE
(A CALLED 50' R.O.W.)

LOT 1
BLOCK 10
DAUGHERTY HEIGHTS
ADDITION 2ND SECTION
VOL. 21, PG. 113
M.R.D.C.T.

JOSE ZUNIGA & MARIA
JESUS TORRES
INST. NO. 201200275035
O.P.R.D.C.T.

20' ALLEY

LOT 32
BLOCK 10
RAMIRO MERINO VARGUS
VOL. 2002094, PG. 8985
D.R.D.C.T.
DAUGHERTY HEIGHTS
ADDITION 2ND SECTION
VOL. 21, PG. 113
M.R.D.C.T.

NOTES:

Bearings are referenced to Grid North of the Texas Coordinate System of 1983 North Central Zone; (4202) and based on the City of Garland's Geodetic Control Network. An average combined factor of 1.000136506 was used to scale grid coordinates and distances to surface at 0.0. All distances shown are reported as horizontal surface measurements.

This exhibit was performed without the benefit of an abstractor or title commitment, therefore, no search of record easements was performed on the subject property.

All objects noted as "set" on this graphical exhibit will be set either 30 days following construction of the improvements or prior acceptance by the City of Garland.

A description of even date accompanies this drawing

LEGEND

P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
ADS - 5/8 inch iron rod with 3-1/4 inch aluminum disk stamped "City of Garland R.O.W." Set
CIRF - Capped Iron Rod Found
R.O.W. - Right-of-Way
C.M. - Controlling Monument
Sq.Ft - Square feet
AC - Acres
VOL. - Volume
PG. - Page
INST. NO. - Instrument Number



Brian J. Maddox II, R.P.L.S., No. 6659



PROJECT INFORMATION

Project No.: GLD 20138
Date: August 26, 2021
Drawn By: JJ
Scale: 1" = 40'

RIGHT-OF-WAY DEDICATION
LOT 1, BLOCK 10, DAUGHERTY HEIGHTS NO. 2
CITY OF GARLAND, DALLAS COUNTY, TEXAS

teague nall & perkins

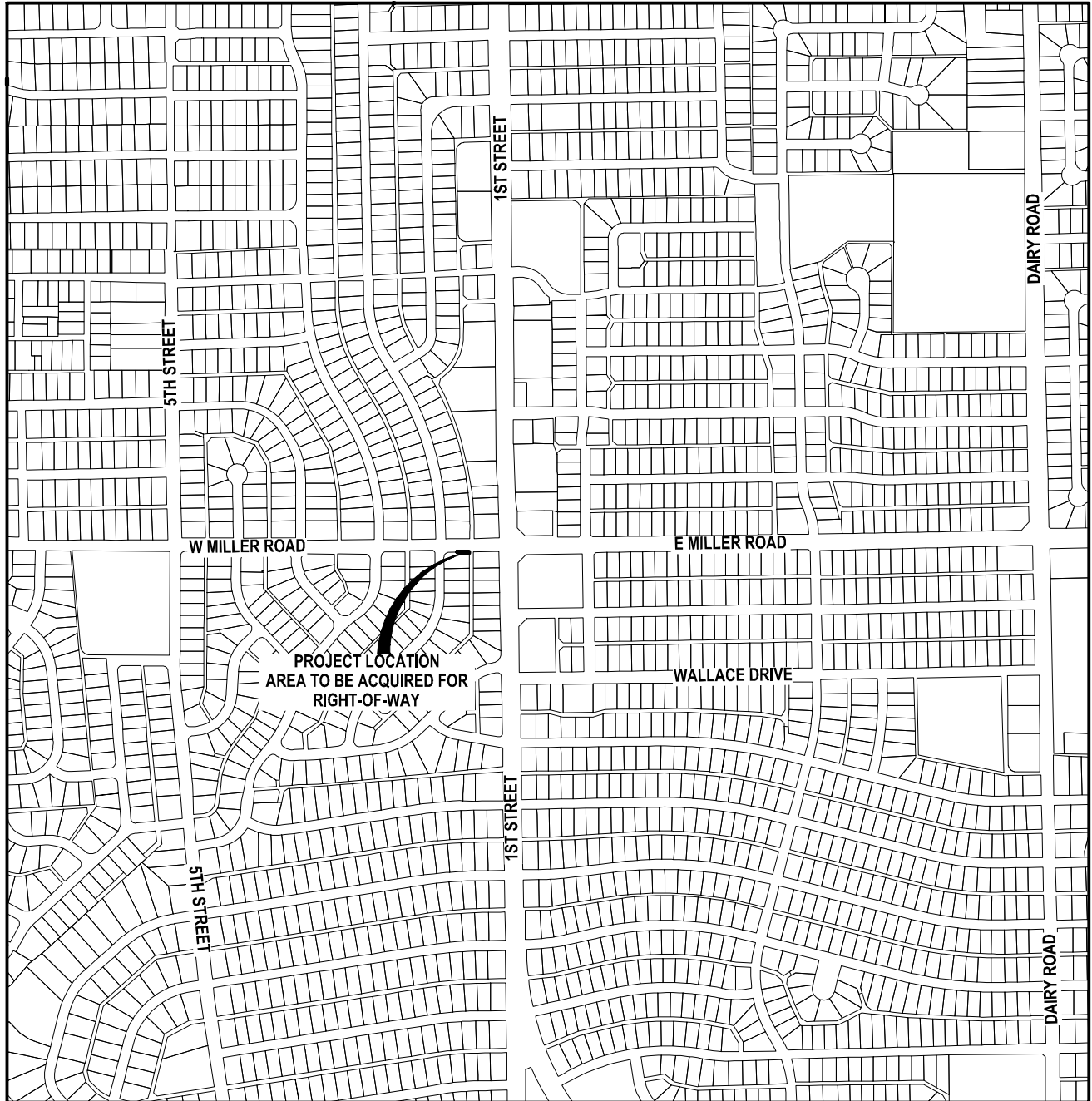
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Allen, Texas 75013
214.461.9867 ph www.tnpsc.com
T.B.P.L.S. Firm No. 10194381

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
W. MILLER ROAD
527 SQUARE FEET, OR 0.012 ACRES
LOT 1, BLOCK 10
DAUGHERTY HEIGHTS ADDITION 2ND SECTION

tnp

"NOT TO SCALE"



RIGHT-OF-WAY DEDICATION

LOT 1, BLOCK 10, DAUGHERTY HEIGHTS NO. 2
CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT INFORMATION

Project No.: GLD 20138
Date: August 26, 2021
Drawn By: JJ
Scale: 1" = 40'

teague nall & perkins

820 Watters Creek Boulevard, Suite M300
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214.461.9867 ph. www.tnpsc.com
T.B.P.L.S. Firm No. 10194381



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARLAND, TEXAS FINDING AND DETERMINING THAT THE PUBLIC NECESSITY AND CONVENIENCE REQUIRE THE ACQUISITION OF VARIOUS PROPERTY RIGHTS LOCATED AT THE ON OR NEAR HOLFORD ROAD, IN THE CITY OF GARLAND, TEXAS, SAID PROPERTY INTERESTS BEING MORE PARTICULARLY DESCRIBED BELOW; PROVIDING AUTHORIZATIONS TO ACQUIRE SUCH PROPERTY RIGHTS BY PURCHASE OR CONDEMNATION AND MAKING CERTAIN FINDINGS PERTAINING THERETO; PROVIDING FURTHER AUTHORIZATIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, ("Garland"), has found and determined the need to acquire property rights necessary to improve Holford Road, a thoroughfare within the City of Garland ("Project"), which will necessitate the acquisition of property interests on or near Holford Road;

WHEREAS, public convenience and necessity requires the acquisition of the properties described below (referred to as "Properties"), which exhibits are attached hereto and incorporated herein by reference, for the construction, operation, and maintenance of the Project;

WHEREAS, Garland is required to make an initial offer as defined by, and in compliance with, Texas Property Code §21.0111 ("Initial Offer"), and a bona fide offer, as defined by, and in compliance with, Texas Property Code §21.0113 ("Final Offer") to acquire the Properties for public use from the Property Owners (as hereinafter defined) voluntarily before beginning the acquisition of the Properties through a condemnation proceeding;

WHEREAS, the Properties are located in the City of Garland, Dallas County, Texas as described below, and the fee owners of the Properties are as follows:

BTR Land, LLC, a Texas Limited Liability Company: 1770 Holford Road - fee simple to a 2.046 acre tract of land, a pedestrian and utility easement in a 328 square foot tract of land, and a pedestrian and utility easement in a 1,096 square-foot tract of land, located in the Onofre Alvarado Survey, A-2, Dallas County, Texas, and being part of that certain 112.5-acre tract of land described as "The Property" item iv. In the deed from Laura Leona Wooten Day, aka Laura Leona Day or Leona Wooten Day to BTR Land, LLC, dated the 27th day of September 2019, and recorded in instrument Number 201900263731 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and being the same 112.5-acre

tract described as PARCEL 2 in the deed dated the 5th day of November 1953, from Mattie B. Dabrey, and husband Roy Luna, et al to Claude Edward Wooten and Laura Leona Miller, recorded in Volume 3975, at Page 34 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.);

Amount Offered: \$218,544.00;

WHEREAS, independent professional appraisal reports of the Properties have been submitted to the City as required by Chapter 21 of the Texas Property Code, and the City Manager or his designee has established a certain amount determined to be just compensation for the Properties based on the appraisals and fair market values of the Properties and any applicable fees necessary to acquire the Properties;

WHEREAS, Garland, through agents or representatives employed by or contracted with Garland, has entered into good faith negotiations with the owners of the Properties in order to acquire necessary property rights on the Properties for the Project, and has been unsuccessful in acquiring the necessary property rights on the Properties; and

WHEREAS, in conjunction with the enactment of this Resolution, Garland authorized the initiation of eminent domain proceedings to acquire property rights to the Properties at a public meeting by a record vote, and the notice for the public meeting included all required information, including the consideration of the use of eminent domain to condemn property as an agenda item;

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

Section 1

That Garland, its staff, its designees, and its attorneys are specifically authorized to purchase property rights of the Properties; that the public convenience and necessity requires the acquisition of easement rights on the Properties for the public purpose of the Project; that Garland has made a good faith effort to negotiate a voluntary acquisition of easement and/or right-of-way rights on the Properties; that it appears to Garland that further negotiations to purchase easement rights on the Properties voluntarily would be futile; that the public necessity requires the condemnation of Properties for the Project; and that Garland, its staff, and its attorneys are hereby authorized and directed to institute proceedings in eminent domain against the owners of the Properties, and against all other owners, lienholders, or holders

of an interest in the Properties, in order to acquire easement rights on the Properties.

Section 2

That Garland, its staff, and its attorneys are hereby authorized to do all things necessary and proper to carry out the intent and purpose of this Resolution, including determination of the property rights that are proper and necessary for the Project.

Section 3

It is the intent of the City Council that this Resolution authorizes the City Manager and City Attorney, or their designees, to perform all steps necessary to obtain the Properties necessary for the Project, whether through negotiation or condemnation, including the expenditure of funds.

Section 4

It is the intent of the City Council that this Resolution authorizes the condemnation of all property rights required for the construction, improvement, maintenance, and reconstruction of bottleneck improvements on the properties at the intersection of Belt Line and Shiloh Roads and at the intersection of Buckingham and Shiloh Roads, located in the City of Garland, to serve the public and citizens of the City.

Section 5

If it is determined that there are scrivener errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or his designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council Ordinance authorizing condemnation of the corrected or revised property.

Section 6

Following an award by the Special Commissioners or a judgment of a court of competent jurisdiction on appeal from a Special Commissioners' award, the City Manager or his designee, is hereby authorized to make payment in an amount not to exceed the Special Commissioners' award or the judgment of a court of competent jurisdiction, to enable the City to take possession of the Properties without further action of the City Council. However,

nothing contained herein shall be interpreted to limit the spending authority of the City Manager granted by Council Resolution or Policy. It is the intent of the City Council that this Resolution grants the City Manager the authority, in addition to the authority granted by Council policy, to settle disputes related to the value of the Properties.

Section 7

That this Resolution shall take effect immediately from and after its adoption.

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT A **PEDESTRIAN & UTILITY EASEMENT** **ONOFRE ALVAREDO SURVEY, ABST. No. 2** **CITY OF GARLAND, DALLAS COUNTY, TEXAS**

BEING a 328-square-foot tract of land, being here described in two parts, situated in the City of Garland, in the Onofre Alvarado Survey, A-2, Dallas County, Texas, and being part of that certain 112.5-acre tract of land described as "The Property" item iv. in the deed from Laura Leona Wooten Day, aka Laura Leona Day or Leona Wooten Day to BTR Land, LLC, dated the 27th day of September 2019, and recorded in Instrument Number 201900263731 of the Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.) and being the same 112.5-acre tract describes as PARCEL 2 in the deed dated the 5th day of November, 1953, from Mattie B. Dabrey, and husband Roy Luna, et al to Claude Edward Wooten and Laura Leona Miller, recorded in Volume 3975, at Page 304 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being more particularly described as follows:

PART ONE (99 square feet)

COMMENCING at a 1/2-inch steel rod found in the recognized southeast right-of-way line of Halford Road marking the north corner of a 38.74-acre tract of land described in the deed dated the 12th day of October, 1988, from Laura Leona Miller to the County of Dallas, recorded in Volume 88222, at Page 817 D.R.D.C.T., and having coordinates of:
X = 2,534,778.35 feet;
Y = 7,039,450.42 feet;

THENCE N 65°24'32" E for a distance of 402.33 feet to a 5/8-inch steel rod set with a 3-1/2-inch aluminum disk stamped "CITY OF GARLAND | RIGHT OF WAY | SURVEY MONUMENT | DO NOT DISTURB" (hereafter noted as "ROW") on the future southwesterly right-of-way line of Halford Road for the POINT OF BEGINNING of said 99-square-foot tract, said ROW having coordinates of:
X = 2,535,144.13 feet;
Y = 7,039,617.82 feet;

THENCE over and across said BTR Land, LLC tract the following four (4) courses and distances:

1. S 40°15'48" W for a distance of 5.01 feet
2. N 46°01'07" W for a distance of 29.86 feet to a point on the future southwesterly right-of-way line of Halford Road.
3. S 60°12'21" E with the future southwesterly right-of-way line of Halford Road for a distance of 20.40 feet to a ROW;
4. S 48°01'07" E with the future southwesterly right-of-way line of Halford Road for a distance of 9.78 feet to the POINT OF BEGINNING and containing 99 square feet of land more or less.

PART TWO (229 square feet)

COMMENCING at the same 1/2-inch steel rod found cited in PART ONE, and being in the recognized southeast right-of-way line of Halford Road marking the north corner of a 38.74-acre tract of land described in the deed dated the 12th day of October, 1988, from Laura Leona Miller to the County of Dallas, recorded in Volume 88222, at Page 817 D.R.D.C.T., and having coordinates of:
X = 2,534,778.35 feet;
Y = 7,039,450.42 feet;

THENCE N 61°16'15" E for a distance of 476.88 feet to a 5/8-inch steel rod set with a 3-1/2-inch aluminum disk stamped "CITY OF GARLAND | RIGHT OF WAY | SURVEY MONUMENT | DO NOT DISTURB" (hereafter noted as "ROW") on the future southwesterly right-of-way line of Halford Road for the POINT OF BEGINNING of said 229-square-foot tract, from said ROW a ROW for the Point of Beginning of PART ONE bears S 40°15'48" W for a distance of 80.99 feet, said ROW for the POB of PART TWO having coordinates of:
X = 2,535,196.47 feet;
Y = 7,039,679.61 feet;

THENCE over and across said BTR Land, LLC tract the following four (4) courses and distances:

1. N 49°44'12" W with the future southwesterly right-of-way line of Halford Road for a distance of 39.87 feet to a ROW;
2. N 26°49'03" W with the future southwesterly right-of-way line of Halford Road for a distance of 12.84 feet to ROW;
3. S 49°44'12" E for a distance of 51.70 feet;
4. S 40°15'48" W for a distance of 5.00 feet to the Point of Beginning, and containing 229 square feet of land more or less.

Notes:

1. The coordinates and bearings shown hereon are based on the Texas Coordinate System at 1983, North Central Zone (4202). All distances are in U.S. Survey Feet and reported at the surface by applying a scale factor of 1.000136506.
2. A graphical exhibit of even date accompanies this description.



December 17, 2020

PARCEL E-B4

DECEMBER 2020	2838-20	Sheet 1 of 2
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www.rdelta.com
TBPE No. F-1515
TBPLS No. 10155000

**EXHIBIT A
PEDESTRIAN & UTILITY EASEMENT
ONOFRE ALVAREDO SURVEY, ABST. No. 2
CITY OF GARLAND, DALLAS COUNTY, TEXAS**

**HOLFORD ROAD
(PROPOSED R.O.W.)**

**PROPOSED SOUTHEAST
RIGHT-OF-WAY**

**20-FOOT UTILITY EASEMENT
CC#200600245236**

**PART TWO
229-SF**

P.O.B.

**PART TWO
X=2,535,196.47
Y=7,039,679.61**

**BTR LAND, LLC
CC# 201900263731
O.P.R.D.C.T.**

LINE	BEARING	DISTANCE
L1	S 40°15'48" W	5.01'
L2	N 46°01'07" W	29.86'
L3	S 60°12'21" E	20.40'
L4	S 46°01'07" E	9.76'
L5	N 49°44'12" W	39.87'
L6	N 26°49'03" W	12.84'
L7	S 49°44'12" E	51.70'
L8	S 40°15'48" W	5.00'

**HOLFORD ROAD
(PROPOSED R.O.W.)**

**RECOGNIZED SOUTHEAST
RIGHT-OF-WAY
PROPOSED SOUTHEAST
RIGHT-OF-WAY**

P.O.B.

**PART ONE
X=2,535,144.13
Y=7,039,617.82**

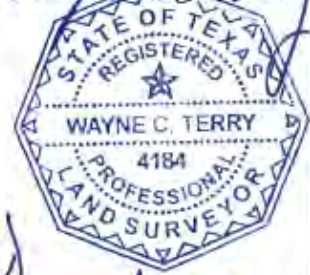
**PART ONE
99-SF**

**BTR LAND, LLC
CC# 201900263731
O.P.R.D.C.T.
P.O.C.
X=2,534,778.35'
Y=7,039,450.42'**

**DALLAS COUNTY
VOL. 88222, PG. 817
D.R.D.C.T.**

LEGEND

CC# = County Clerk's Filing Number
D.R.D.C.T. = Deed Records of Dallas County, Texas
O.P.R.D.C.T. = Official Public Records of Dallas County, Texas
P.O.B. = Point Of Beginning
PG. = Page
ROW = 5/8-inch Steel Rod Set with a 3-1/2-inch ALUMINUM DISK STAMPED "CITY OF GARLAND- RIGHT OF WAY SURVEY MONUMENT DO NOT DISTURB"
SF = Square Feet
SRF = Steel Rod Found
VOL. = Volume



December 17, 2022

PARCEL E-B4

Notes:

1. The coordinates and bearings shown hereon are based on the the Texas Coordinate System of 1983, North Central Zone (4202). All distances are in U.S. Survey Feet and reported at the surface by applying a scale factor of 0.000136506.
2. All objects noted as "set" in this set of field notes will be set either 30 days following construction of the improvements or prior to acceptance by the City of Garland.
3. A field note description of even date accompanies this exhibit.
4. Stations shown here are for the centerline alignment of Holford Road from Anapaha Road north to the Dallas/Callin County line. City of Garland Project No. 2018003.

DECEMBER 2022	2638-20	Sheet 2 of 2
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r.delta
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TBPE No. F-1515
TBPLS No. 10155000

EXHIBIT A
PEDESTRIAN & UTILITY EASEMENT
ONOFRE ALVARADO SURVEY, ABST. No. 2
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 1,096 square-foot tract of land situated in the City of Garland, in the Onofre Alvarado Survey, Abstract No. 2, Dallas County, Texas, and being part of that certain 112.5-acre tract of land described as "The Property" item iv. In the deed from Laura Leona Wooten Day, aka Laura Leona Day or Leona Wooten Day to BTR Land, LLC, dated the 27th day of September 2019, and recorded in Instrument Number 201900263731 of the Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.) and being the same 112.5-acre tract describes as PARCEL 2 in the deed dated the 5th day of November, 1953, from Mattie B. Dabrey, and husband Roy Luna, et al to Claude Edward Wooten and Laura Leona Miller, recorded in Volume 3975, at Page 304 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch steel rod found on the recognized southeast right-of-way line of Holford Road marking the north corner of a 38.74-acre tract of land described in the deed dated the 12th day of October, 1988, from Laura Leona Miller to the County of Dallas, recorded in Volume 88222, at Page 817 D.R.D.C.T., and having coordinates of:

X = 2,534,778.35 feet,

Y = 7,039,450.42 feet;

THENCE S 45°39'22" E, departing said recognized southeasterly right-of-way line and with the northeasterly line of said Dallas County tract, for a distance of 6.00 feet to a 5/8-inch steel rod recovered with a 3-1/2-inch aluminum disk stamped "CITY OF GARLAND | RIGHT OF WAY | SURVEY MONUMENT | DO NOT DISTURB" (hereafter noted as "ROW") marking the proposed southeasterly right-of-way line of said Holford Road and the POINT OF BEGINNING, and having coordinates of:

X=2,534,782.63'

Y=7,039,446.23'

THENCE with said proposed southeasterly right-of-way line, the following two (2) courses and distances:

N 44°11'26" E, for a distance of 172.18 feet to a ROW;

N 59°11'27" E, for a distance of 19.61 feet to a ROW;

THENCE departing said proposed southeasterly right-of-way line, and over and across said BTR tract, the following two (2) courses and distances:

S 33°32'06" W, for a distance of 5.00 feet;

S 44°11'26" W, for a distance of 186.22 feet to a point on the northeast line of aforesaid Dallas County tract;

THENCE N 45°39'22" W, with said northeast line, for a distance of 6.00 feet to the POINT OF BEGINNING and containing 1,096 square feet or 0.025 acres of land.

Wayne C. Terry

November 13, 2021

PARCEL PUE-B4

Notes:

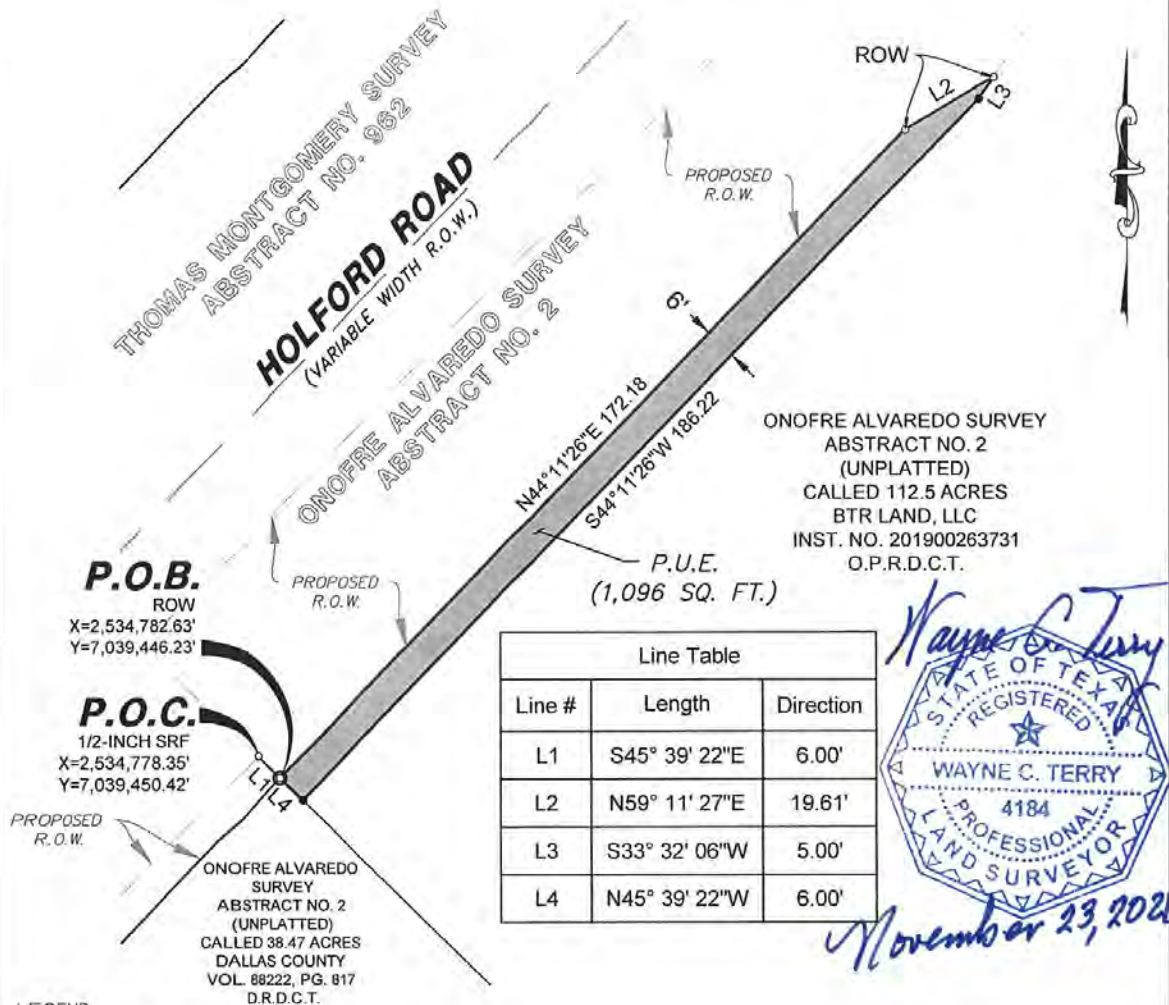
1. The coordinates and bearings shown hereon are based on the the Texas Coordinate System of 1983, North Central Zone (4202). All distances are in U.S. Survey Feet and reported at the surface by applying a scale factor of 1.000136506.
2. A graphical exhibit of even date accompanies this description.

NOVEMBER 2021	2838-20	Sheet 1 of 2
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ENGINEERS

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Fax (972) 487-2270
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EXHIBIT A
PEDESTRIAN & UTILITY EASEMENT
ONOFRE ALVAREDO SURVEY, ABST. No. 2
CITY OF GARLAND, DALLAS COUNTY, TEXAS



NOVEMBER 2021	2838-20	Sheet 2 of 2
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GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: September 6, 2022
Item Title: 2022 Edward Byrne Memorial Justice Assistance Grant (JAG)
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

The Director of the Bureau of Justice Assistance (BJA) has made funds available to units of local government under the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) program for the purpose of reducing crime and improving public safety. The Garland Police Department is eligible to apply to BJA for an estimated direct award of \$54,729.00 under this grant program. However, the Attorney General of the State of Texas has certified Garland as a disparate jurisdiction, thereby requiring us to enter into an agreement to share a portion of these funds with Dallas County. Currently, the agreement is for the City of Garland to share 30%, or approximately \$16,418.70, with Dallas County, which results in an award to the City of Garland in the amount of approximately \$38,310.30. From this amount, there will be a mandated 7% Administration Fee which is to be paid to the City of Dallas as they have been designated as the area grant manager for all involved entities. The resulting estimated net award to the City of Garland will be approximately \$35,628.58.

JAG does not require any matching funds or contributions.

OPTIONS

1. Authorize submission of the grant application, which if approved, the federal government will pay an estimated \$35,628.58.
2. Disapprove submission of the grant application.

RECOMMENDATION

Staff recommends that Council approve submission of the application to the Bureau of Justice Assistance. This item is scheduled for formal consideration at the September 6th, 2022 Regular Meeting.

BACKGROUND

This will be the fifteenth year that the Garland Police Department has applied for funds under the new JAG program. The Bureau of Justice Assistance (BJA) has replaced the Edward J. Byrne Memorial State (Byrne Formula) and the Local Law Enforcement Block Grant (LLEBG) with the Justice Assistance Grant. The joining of the two grants allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The Garland Police Department received the following grant awards from JAG over the past five years.

2017- \$31,201.78

2018- \$34,764.70

2019- \$34,799.86

2020- \$31,287.71

2021- \$35,142.87

CONSIDERATION

The Justice Assistance Grant should provide \$35,628.58 in funding. The grant will be for a 48-month period. At the conclusion of that time period, any unallocated funds must be returned to the federal government. Funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

Attachments

GPD JAG Grant

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF AN APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR A GRANT UNDER THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to submit an application to, and subsequently accept a grant from, the Bureau of Justice Assistance under the 2022 Edward Byrne Memorial Justice Assistance Grant Program, for an estimated net amount of \$35,628.58.

Section 2

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

PASSED AND APPROVED this the 7th day of September, 2022.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. g.

Meeting Date: September 6, 2022
Item Title: Utility Customer Information System and Web Portal Go-Live
Submitted By: Kevin Slay, Managing Director
Strategic Focus Areas: Customer-Focused City Services

ISSUE

On June 6, 2022, staff presented a brief update of the new Utility Customer Information System (CIS) and Customer Web Portal. The Customer Service Department is scheduled to go-live with the new system on Monday, September 12, 2022. The system replaces the current legacy Banner Utility CIS in use by the City and also includes a new utility account customer management portal. City of Garland utility customers who use the web-based tool will be required to create a new username and password. The new portal will provide additional utility billing details, customer account information, options to make a payment and many new features that will enhance the users' online experience. Credit card payment processing will be suspended for a short time during the transitional period. The CIS solution provides the City of Garland Utility CIS capabilities for the various utility services provided by the electric, water, sewer, and sanitation departments. The new system is expected to provide a foundation to meet intermediate and long term needs for innovation and excellence in serving our customers.

CONSIDERATION

The Customer Service Department expects a seamless transition to the new system. There will be no changes to the customer's monthly utility bill or any other service related notifications.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. h.

Meeting Date: September 6, 2022

Item Title: Project Supplemental Agreement with Dallas County for Naaman School Road from Brand Road to SH-78

Submitted By: Michael Polocek, Engineering Director

Strategic Focus Areas: Well-Maintained City Infrastructure
Sound Governance and Finances

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the construction of Naaman School Road from Brand Road to SH-78 in the City of Garland.

OPTIONS

1. Adopt a resolution authorizing the City Manager to execute the attached PSA with Dallas County for the construction of Naaman School Road from Brand Road to SH-78 project.
2. Take no action.

RECOMMENDATION

1. If Council concurs, this item will be scheduled for formal consideration at the September 20, 2022 Regular Meeting.
2. Take no action.

BACKGROUND

1. On May 18, 2021, the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible future CIP projects. According to this model, a PSA is required to finalize specific costs and project management. The PSA identifies the responsibilities of Dallas County and City of Garland.
2. The City applied for Dallas County MCIP 6th and 7th Calls for Projects, soliciting County participation funds for the design and construction of Naaman School Road from Brand Road to SH-78 project. Dallas County approved \$5,200,000 and \$5,000,000 as part of 6th and 7th Calls for Projects, respectively.
3. The following is the commitment of funds for the project by each Agency:

Dallas County MCIP	\$10,200,000.00
City of Garland	\$17,028,718.00
Total Funding Sources	\$27,228,718.00

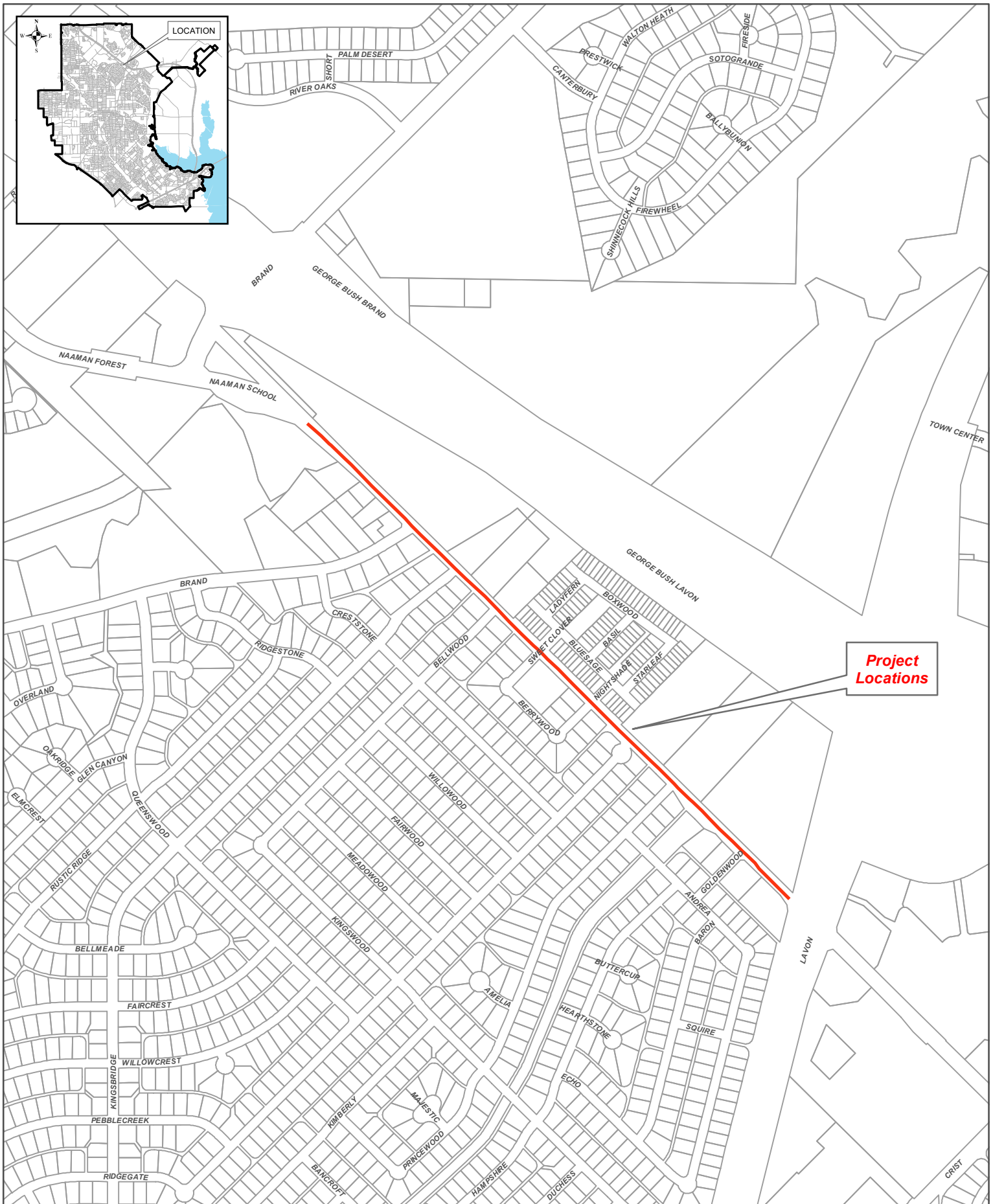
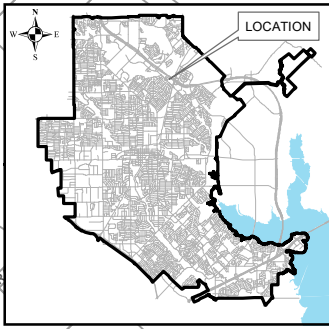
4. The PSA establishes the commitment amount of \$10,200,000.00 for Dallas County and \$17,028,718.00 for the City for the design and construction of Naaman School Road from Brand Road to SH-78.

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA and Contract have been reviewed by the City Attorney's Office.

Attachments

Location Map
PSA Naaman School Rd



**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on Naaman School Road, MCIP Project 22015, from Brand Road at Naaman Forest Boulevard to SH-78 (“Project”).

WHEREAS, the Project is located within the City of Garland;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the City of Garland and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, the City of Garland and the County entered into a Funding Agreement on December 03, 2019, by Commissioners Court Order 2019-1344, for the purpose of transportation improvements on roads inside Dallas County;

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 with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

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

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. 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 2021-0494 dated May 18, 2021, and additions thereto, which is incorporated herein by reference.

2. Project Scoping Sheets, which are attached and incorporated herein as Attachment “A.”
3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment “B.”
4. Project vicinity map, which is attached and incorporated herein by reference as Attachment “C.”
5. Funding Agreement authorized by County Commissioners Court Order 2019-1344 dated December 03, 2019, and additions thereto, which is attached and incorporated herein by reference as Attachment “D.”

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Garland, Texas. This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the City of Garland, Texas. The Project is defined as roadway improvements on Naaman School Road (from Brand Road at Naaman Forest Boulevard to SH-78) consisting of 4,946-feet, MCIP Project 22015, as more specifically described in Attachment “A,” Project Scoping Sheets, which shows the proposed improvements to occur on the Project.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for 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 item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of 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 item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of 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, as 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. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from Brand Road at Naaman Forest Boulevard to SH-78.
3. The design shall be the agreed upon Standard Basic Project Design for the Project as defined in the Project's Scoping Sheets, Attachment "A." Such design specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for transportation/roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, 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 contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.

8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the 5 Phase Project Delivery System detailed in Attachment "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure design and construction are completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Twenty Seven Million Two Hundred Twenty Eight Thousand Seven Hundred Eighteen Dollars and no cents (\$27,228,718.00) as shown in Attachment "B."
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Ten Million Two Hundred Thousand Dollars and no cents (\$10,200,000.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be One Hundred Thousand Dollars and no cents (\$100,000.00). County will pay Project costs as invoiced by the City as each phase is completed.
3. The County in-house Project delivery ("IHPD") costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Seventeen Million Twenty Eight Thousand Seven Hundred Eighteen Dollars and no cents (\$17,028,718.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees to encumber an amount adequate for total estimated Project costs as determined by the County within thirty (30) days of notification by the County.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.

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 governmental/sovereign immunity available to the 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 the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, 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 and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.

- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City: City of Garland
Director of Public Works
Address: 200 N. Fifth St.
Garland, TX 75040

Either party may change its address for notice by giving the other party 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. When this PSA has been duly executed and delivered by both 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. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. 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.
- XI. 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.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. 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.

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

County of Dallas:

City of Garland:

Clay Lewis Jenkins, County Judge

By:
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

*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”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

LEAD AGENCY: City of Garland

LEAD AGENCY’S PROJECT MANAGER: Shafik Salamor, P.E.

CONTACT INFORMATION: (972) 205-2126; ssalamor@garlandtx.gov

PROJECT LIMITS: Naaman School Road from Brand Road to SH-78

PROJECT LENGTH: 4946 LF

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: City of Garland

R.O.W. WIDTH

Existing: Variable - 80' Typical

Proposed: Variable 93'-115'

PAVEMENT WIDTH

Existing: 22'

Proposed: 2 - 24' F-F

NO. of lanes proposed: 4

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 2%

MAXIMUM: 2%

MEDIANS

MEDIAN WIDTH: 13'

ANY MID BLOCK OPENINGS TO CONSIDER? YES ☒ NO ☐

ANY SIDE STREETS TOO CLOSE FOR OPENINGS? YES ☒ NO ☐

STANDARD TURN LANE WIDTH: 10'

STANDARD NOSE WIDTH: 2'

PARKWAY:

PROPOSED WIDTH: 9.5' South; 15.5' North

PROPOSED SIDEWALK WIDTH: 12' Multiuse Path North Side and 6' Sidewalk South Side

PARKWAY CROSSFALL SLOPE MAXIMUM: 2%

GRADE REQUIREMENTS:

Is TC 6” below adjacent ground criteria to be followed YES ☒ NO ☐

Any deep cuts, high fills? YES ☒ NO ☐

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

VERTICAL GRADE:

MINIMUM 0.6 (Vertical Curve)

MAXIMUM 6.0%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING R.O.W.? YES ☐ NO ☒

OFFSET FROM CENTER? YES ☒ NO ☐ If yes, what distance? 25'

ON BRAND NEW ALIGNMENT? YES ☐ NO ☒

LEFT TURN LANES? YES ☒ NO ☐

If yes, are turn lanes designated or continuous? DESIGNATED ☒ CONTINUOUS ☐

MINIMUM LENGTH 200'

MINIMUM STORAGE 100'

WIDTH 11'

ANY DUAL LEFT LANES? YES ☒ NO ☐

ANY FREE RIGHT TURN LANES? YES ☒ NO ☐

CRASH CUSHIONS/ ATTENUATORS INVOLVED? YES ☒ NO ☐

RAILROAD CROSSINGS INVOLVED? YES ☒ NO ☐

NOTE: IF CURRENT CROSSINGS IS NOT USED, IS ABANDONMENT AN OPTION?

YES ☐ NO ☐ N/A ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD _____

BUS AND HEAVY TRUCK TRAFFIC? _____

YES ☒ NO ☐

ROADWAY CLASSIFICATION D1

MINIMUM PAVEMENT STRUCTURE THICKNESS 10"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 8"

DESIGN SPEED 40 mph

POSTED SPEED 40 mph

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) 8%

MAXIMUM COMMERCIAL GRADE (%) 8%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 24'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25'

PAVEMENT THICKNESS 11"

COMMERCIAL DRIVEWAY THICKNESS 6"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4'-6" min. to 6' max.

MINIMUM COVER FOR LATERALS 2'-6"

BRIDGES/ BOX CUVERTS INVOLVED? YES ☒ NO ☐

If yes, specify involvement: ☒ BRIDGE(S) ☒ BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION? YES ☒ NO ☐

If yes, how many feet of freeboard are required? 2'

PERMITS

COE 404 PERMITS NEEDED YES ☒ NO ☐

TCEQ PERMIT YES ☒ NO ☐

CDC PERMIT YES ☐ NO ☒

EIS YES ☐ NO ☒

ADA PERMIT YES ☒ NO ☐

CLOMR YES ☒ NO ☐

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES ☒ NO ☐

If yes, please document below:

TxDOT and KCS Railroad

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

UTILITIES

LIST OF ALL KNOWN UTILITIES:

Garland Power & Light (GP&L), Oncor, Frontier, Verizon (possibly), City of Garland Water and Wastewater. Maybe GISD.

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.? YES ☒ NO ☐

DOES UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES ☒ NO ☐ If yes, please describe below

Possibly GP&L has blowout easement on the north side of the road for their transmission lines.

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES ☐ NO ☒

ANY UNUSUAL CONSIDERATIONS? YES ☐ NO ☒ If yes, please document below

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES ☒ NO ☐

Homes will need to be purchased and razed. Property owner relocations.

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES ☐ NO ☒

If yes, please define below

ANY NON-CONFORMING ISSUES? YES ☐ NO ☒

R.O.W. MAP NEEDED? YES ☒ NO ☐

FIELD NOTES NEEDED? YES ☒ NO ☐

R.O.W. PLATS NEEDED? YES ☒ NO ☐

RELOCATION ASSISTANCE INVOLVED? YES ☒ NO ☐

PARKING/LOSS OF PARKING CONSIDERATIONS? YES ☐ NO ☒

HISTORICAL SITE CONSIDERATONS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Garland

ORDER OF PRECEDENCE _____

AUXILIARY LANES? YES ☐ NO ☒

PROVISIONS FOR FUTURE WIDENING? YES ☐ NO ☒

LANDSCAPING? YES ☒ NO ☐

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☒

STAMPED/COLORED CONCRETE? YES ☒ NO ☐

IRRIGATION? YES ☒ NO ☐

BRICK PAVERS? YES ☐ NO ☒

If yes, please define location(s):

STREET LIGHTING? YES ☒ NO ☐

TRAFFIC SIGNALS? YES ☒ NO ☐

PAVEMENT MARKINGS? YES ☒ NO ☐

BIKE LANES (EXTRA WIDTH)? YES ☐ NO ☒ If yes, specify width: _____

NEW SIDEWALKS? YES ☒ NO ☐

BUS TURNOUTS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

BUS STOPS OR BUS SHELTERS? YES ☒ NO ☐

WATER UTILITY BETTERMENTS? YES ☒ NO ☐

WATER UTILITY RELOC.? YES ☒ NO ☐

SAN. SEWER BETTERMENTS? YES ☒ NO ☐

SAN. SEWER RELOC.? YES ☒ NO ☐

RETAINING WALLS? YES ☒ NO ☐

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

Concrete retaining walls (w/ form liner) near the bridge and culvert crossings.

SOD, SEEDING, TOPSOIL?

☒ SOD ☒ SEEDING ☒ TOPSOIL ☐ OTHER: _____

DRAINAGE IMPROVEMENTS? YES ☒ NO ☐

RR CROSSING IMPROVEMENTS? YES ☒ NO ☐ N/A ☐

GRADE SEPARATIONS? YES ☐ NO ☒

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES ☒ NO ☐

If yes, please specify facility(ies) below

Naaman School Road crosses SH-78 (Lavon Drive) at eastern end of the project.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? YES ☒ NO ☐

If yes, please list the special consideration(s) below

Naaman Forest High School and Curtis Cullwell Event Center are near this area. Naaman School Road carries traffic to and from these locations.

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES ☐ NO ☒

PUBLIC MEETING REQUIRED? YES ☒ NO ☐

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?
YES ☐ NO ☒ N/A ☐

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?
CITY ☒ COUNTY ☐ N/A ☐

DOCUMENT POTENTIAL SITES FOR PUBLIC MEETINGS OR WHERE THE MEETINGS
WERE HELD:

Local school facility.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Naaman School Road

MCIP Project No: 22015

CONSTRUCTABILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTABILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

Purchase of private property and relocation of residents could cause issues with the schedule.

ADDITIONAL REMARKS

ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: NAAMAN SCHOOL ROAD MCIP 22015

Total Estimated Project Cost	
	Estimated Cost
Design:	\$ 2,243,800.00
• Paving & Storm Sewer	\$ 1,638,426.00
• <i>100% City: For Water & Sewer, Signals, and Landscaping</i>	\$ 605,374.00
ROW:	\$ 3,700,000.00
• For Roadway Widening	\$ 3,682,714.00
• <i>100% City: For non-roadway areas</i>	\$ 17,286.00
Construction:	\$ 19,259,016.00
• Paving, Drainage, and Railroad Crossing Improvements	\$ 14,703,167.00
• <i>100% City: For Water & Sewer, Signals, and Landscaping</i>	\$ 4,555,849.00
• Contingency	\$ 1,925,902.00
In House Project Delivery (IHPD)	\$ 100,000.00
Total Estimated Project Cost	\$ 27,228,718.00

Funding Sources	
	Committed Amount
Dallas County MCIP	\$ 10,200,000.00
City of Garland	\$ 17,028,718.00
Total Funding Sources	\$ 27,228,718.00

ATTACHMENT “C”

NAAMAN SCHOOL ROAD (from Brand Road to SH 78)



ATTACHMENT "D"



COURT ORDER 2019-1344

Funding Agreement with the City of Garland Brand Road MCIP Project 22012 (Belt Line Road to Naaman Forest Boulevard) Brand Road MCIP Project 22015 (Naaman School Road-Brand Road at Naaman Forest Boulevard to SH-78) Road & Bridge District #2

On a motion made by Commissioner John Wiley Price, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: December 3, 2019

FUNDING SOURCE: Fund:196 Projects:22012 & 22015

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the Funding Agreement with the City of Garland to establish a preliminary proposed budget for the Project. The County's total obligation to this Project is to provide funding in the amount not to exceed \$400,000.00, reduced by all County in-house delivery costs, estimated to be \$40,000.00. The City will have a total obligation to the Project in the amount not to exceed \$400,000.00. County's share will be funded from Fund 196, Projects 22012 and 22015.

Done in open Court December 3, 2019 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Alberta Blair

Originating Department: Public Works



Dallas County
COURT ORDER / BRIEFING
Commissioners Court - Dec 03 2019

- ☐ Resolution
- ☒ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Funding Agreement with the City of Garland
Brand Road MCIP Project 22012 (Belt Line Road to Naaman Forest Boulevard)
Brand Road MCIP Project 22015 (Naaman School Road-Brand Road at Naaman
Forest Boulevard to SH-78)
Road & Bridge District #2

Briefing Date: Dec 3 2019
Funding Source: Fund:196 Projects:22012 & 22015
Originating Department: Public Works
Prepared by: Jurmerline Randle, Foreclosed Property Specialist
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:

Pursuant to Dallas County Commissioners Court Order No. 2012-1795, dated October 23, 2012, County acting by and through the Dallas County Commissioners Court, the County and the City entered into a new Master Agreement ("Master Agreement") to jointly fund various street improvement projects.

Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager.

OPERATIONAL IMPACT:

The Funding Agreement (FA) between the County and the City will establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both the City and County.

FINANCIAL IMPACT:

Total Project cost is estimated to be Eight Hundred Thousand Dollars and no cents (\$800,000.00). The County's total obligation to this Project is to provide funding in the amount not to exceed Four Hundred Thousand Dollars and no cents (\$400,000.00), reduced by all County in-house delivery costs, estimated to be Forty Thousand Dollars and no cents (\$40,000.00). The City will have a total obligation to the Project in the amount not to exceed Four Hundred Thousand Dollars and no cents (\$400,000.00). County's share will be funded from Fund 196, Projects MCIP 22012 (\$200,000.00) and MCIP 22015 (\$200,000.00).

LEGAL IMPACT:

The Agreement has been reviewed and approved as to form by the Civil DA.

PROJECT SCHEDULE:

N/A

SBE PARTICIPATION:

Participation subject to City policies since this project is being led by the City.

ADMINISTRATIVE PLAN COMPLIANCE:

DallasCounty has a long history of partnering with various cities to implement transportation projects, which is consistent with Dallas County's Administrative Plan in that the County is an operationally model interagency entity.

RECOMMENDATION:

Authorize the County Judge to execute the Funding Agreement with the City of Garland to establish a preliminary proposed budget for the Project. The County's total obligation to this Project is to provide funding in the amount not to exceed \$400,000.00, reduced by all County in-house delivery costs, estimated to be \$40,000.00. The City will have a total obligation to the Project in the amount not to exceed \$400,000.00. County's share will be funded from Fund 196, Projects 22012 and 22015.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the Funding Agreement with the City of Garland to establish a preliminary proposed budget for the Project. The County's total obligation to this Project is to provide funding in the amount not to exceed \$400,000.00, reduced by all County in-house delivery costs, estimated to be \$40,000.00. The City will have a total obligation to the Project in the amount not to exceed \$400,000.00. County's share will be funded from Fund 196, Projects 22012 and 22015.

CONTRACT DETAILS:

Contract Title:

Description:

Transaction Type:

Contract Number:

Start Date:

Vendor:

Total Cost:

Expiration Date:

ATTACHMENTS:

[Contract-Brand Road MCIP 22012 and 22015 FA](#)

**DALLAS COUNTY CAPITAL IMPROVEMENT
PROGRAM FUNDING AGREEMENT**

The City of Garland, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Funding Agreement, hereinafter called "FA", in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2012-1795 dated October 23, 2012, which approved specified projects including MCIP Project 22011 Brand Rd. from Belt Line Rd. to Bellaire Rd.; MCIP Project 22012 Brand Rd. from Belt Line Rd. to Naaman Forest Blvd.; and MCIP 22015 Naaman School Rd. from Brand Rd. at Naaman Forest Blvd. to SH 78 hereinafter called "Project".

Witnesseth

WHEREAS, the Project is located within the City of Garland, Texas;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, City and County entered into a Master Agreement Governing Major Capital Improvement Program, hereinafter ("Master Agreement"), on October 23, 2012 by Commissioners Court Order 2012-1795, for the purpose of transportation infrastructure improvements on roads inside Dallas County;

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 with each other for the performance of governmental functions and services, and joint funding of road or street projects.

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

Article I.

Project Funding Agreement

This FA is between the County and the City to establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both the City and County. This FA is to specifically identify the Project as well as any changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement, which is hereby incorporated herein by reference as if written word for word and any additions thereto. 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 FA, this FA shall control.

Article II.

Incorporated Documents

This FA 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 2012-1795, dated October 23, 2012, and additions thereto as incorporated herein.
2. Project overview map, which is attached and incorporated herein by reference as Attachment "A."

3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein as Attachment "B."

Article III.

Term of Agreement

This FA shall become effective when signed by the last party whose signature makes the respective agreement fully executed. This FA will remain in effect until:

1. Incorporation into the Project Specific Agreement; or
2. Termination upon the terms and conditions as set forth in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This FA is entered into by the parties to develop public and multimodal transportation improvements within the City. The Project is defined as Preliminary Engineering on the following two connected MCIP projects: MCIP Project 22012 Brand Road from Belt Line Rd. to Naaman Forest Blvd. and MCIP 22015 Naaman School Rd. from Brand Rd. at Naaman Forest Blvd. to SH 78. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality, subject to City Council approval.

The Preliminary Engineering will entail gathering and evaluating existing data. This will include site investigation of potential utility conflicts, topographical challenges, environmental assessment, hydraulic and hydrological analysis, bridge analysis and evaluation of potential crossings of streets. Data will include, but not be limited to, high resolution aerial photos, previous studies, and preliminary investigation into ROW, easements, and property boundaries. The Preliminary Engineering study will be submitted to the County for approval, prior to proceeding with the final design and any right of way acquisition.

Article V.

Fiscal Funding

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

1. City will be the Lead Agency for the Project.
2. City and County have mutually agreed that the Project limits for MCIP Project 22012 are Brand Rd. from Belt Line Rd. to Naaman Forest Blvd. and MCIP 22015 Naaman School Rd. from Brand Rd. at Naaman Forest Blvd. to SH 78.
3. City and County shall execute the necessary agreements for the completion of the Preliminary Engineering Study and Master Plan and implementation of design of the Project mutually agreed upon and incorporated herein by this FA.
4. The Project may require the acquisition of road right-of-way within the alignment which is all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and shall specifically include all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency, and shall be funded as part of Project costs. Such acquisitions will be acquired in City's name and subsequently transferred into City's ownership as the city solely will be responsible for maintenance after construction is completed.
5. In order to certify compliance with the expenditure of the Project funding for this FA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, 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 FA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this FA or any amendment and/or any Project Specific Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
6. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, postage prepaid, by certified mail, return receipt requested.
7. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. County Responsibilities:

1. County will attend Project task force meetings and public meetings.
2. The preliminary design will be submitted to the County for approval, prior to proceeding with the final design and any right-of-way acquisition. The County shall review and comment on all design drawings and documents within thirty (30) days after delivery to the County. If the City has not received comments within thirty (30) days after delivery to the County, the City will assume the County has reviewed the plans, had no comments, and may proceed with the Project.

III. City Responsibilities:

1. City shall use the total funding committed by the County and the City solely for the purpose of eligible Project costs, which are all those costs that pertain to the Project but does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
2. City will execute a contract with consultant for project design.
3. City shall be responsible for right-of-way acquisition.
4. City shall inform County of all Project activity and approvals.
City shall provide a final accounting of Project costs once the planning and engineering study is complete and accepted by the County. The accounting shall have sufficient detail for the Auditor to verify Project costs.
5. City shall invoice County on a quarterly basis for reimbursement of the design.
6. City shall be responsible for maintaining the utilities within city limits after the Project is complete.
7. City shall be responsible for maintaining the roadway, improvements, grading area, drainage structures, striping, and signage after the Project is complete.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this FA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Eight Hundred Thousand Dollars and no cents (\$800,000.00) as shown in Attachment "B."
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Four Hundred Thousand Dollars and no cents (\$400,000.00), reduced by all County in-house project delivery costs of the total Project cost, not to exceed Forty Thousand Dollars and no cents (\$40,000.00).
3. The County in-house Project delivery costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, special services, site inspection meetings and preliminary utility coordination.
4. The City agrees to provide funding for the Project in the amount not to exceed Four Hundred Thousand Dollars and no cents (\$400,000.00). City will pay Project costs as invoiced by the County.
5. County agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by City within 30 days of notification by City. County will pay Project costs reduced by in-house delivery cost as invoiced by the City on a monthly basis.

Article VIII.

Miscellaneous

- I. No Third Party Beneficiaries. The terms and provisions of this FA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.

- II. Applicable Law. This FA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This FA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this FA filed by either the City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this FA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Garland
Public Works Department
800 Main Street.
Garland, TX 75040

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

- IV. Assignment. This FA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. When this FA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this FA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Counterparts. This FA 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 FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.
- X. Entire Agreement. This FA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the FA.
- XI. Effective Date. This FA shall commence on the Effective Date. The Effective Date of this FA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XII. No Joint Enterprise. The City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise exists between the City and County.

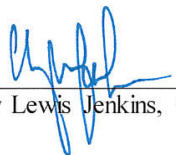
XIII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

The City of Garland, State of Texas, has executed this FA pursuant to duly authorized City Council Resolution 10410, Minutes _____ dated the 22 day of October, 2019.

The County of Dallas, State of Texas, has executed this FA pursuant to Commissioners Court Order Number 2019-1344 and passed on the 3rd day of December, 2019.

County of Dallas:

City of Garland:



Clay Lewis Jenkins, County Judge



By:
Title: MAYOR

12-3-19

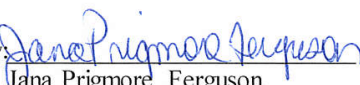
Date

10/22/19

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest: 

By: 

Jana Prigmore Ferguson
Assistant District Attorney

By: Eloyce Rene Dore

Title: City Secretary

*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 B

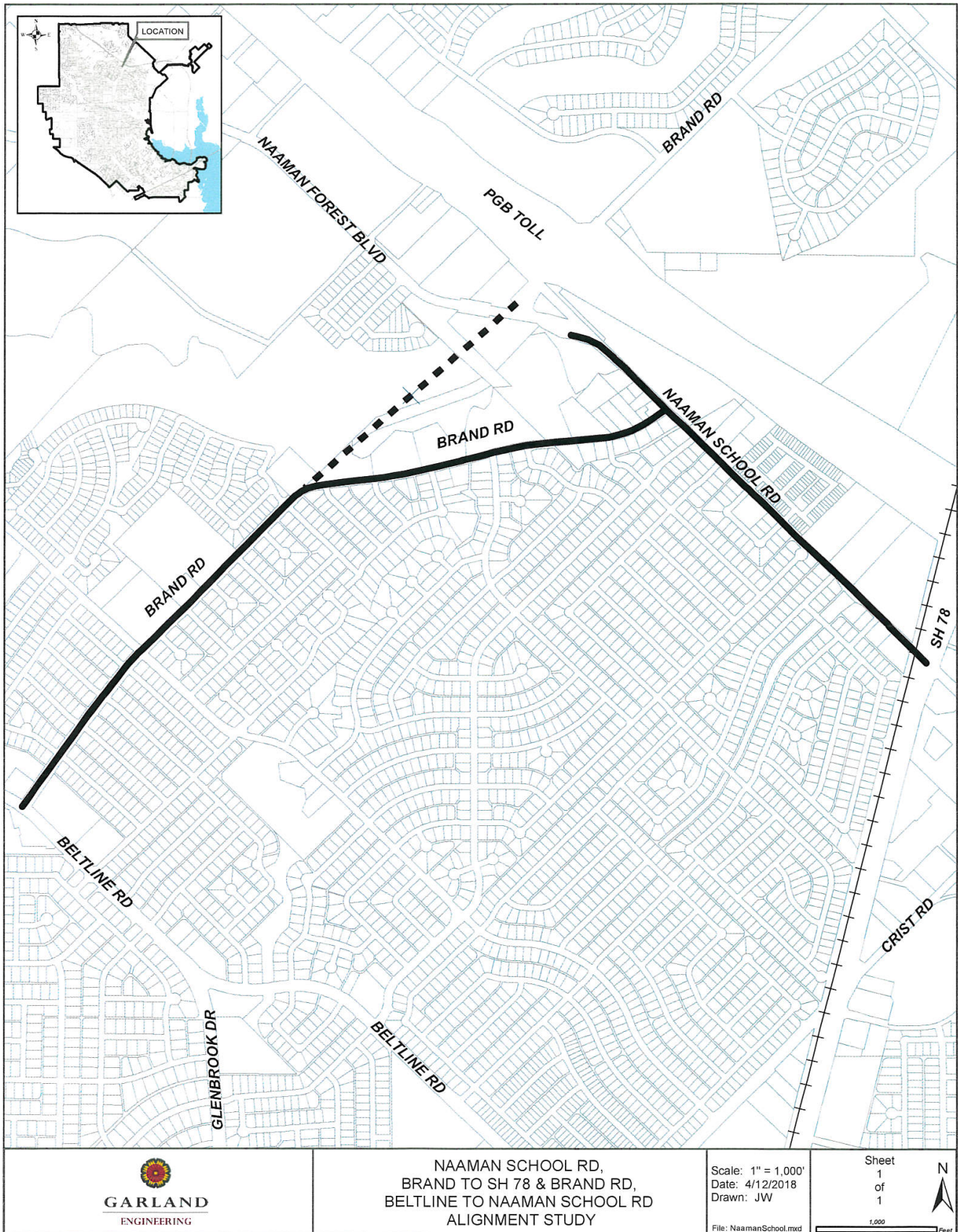
**MCIP 22012 BRAND RD. (BELT LINE RD. TO NAAMAN FOREST BLVD.)
AND
MCIP 22015 NAAMAN SCHOOL RD. (BRAND RD. @ NAAMAN FOREST
BLVD. TO SH 78)**

CURRENT COST ESTIMATES AND FUNDING SOURCES

Project Cost Estimates	
Expenditure	Estimated Cost
Preliminary Design	\$ 760,000.00
Dallas County In House Project Delivery*	\$ 40,000.00
Total Overall Cost of Project	\$ 800,000.00

Project Funding Sources	
Source	Amount
City of Garland	\$ 400,000.00
Dallas County MCIP 22012*	\$ 200,000.00
Dallas County MCIP 22015*	\$ 200,000.00
Total Funding Source	\$ 800,000.00

*Not to exceed (NTE) amount for participation is One Hundred Eighty Thousand Dollars and zero cents (\$180,000.00) and NTE amount for IHPD is Twenty Thousand Dollars and zero cents (\$20,000.00).



RESOLUTION NO. 10410

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT FUNDING AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM FUNDING WITH DALLAS COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Council hereby authorizes the City Manager to enter into a Project Funding Agreement with Dallas County, Texas, for the Naaman School Road from Brand Road to SH 78 and Brand Road from Belt Line Road to Naaman School Road Alignment Study Project.

Section 2

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

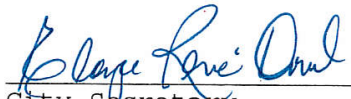
PASSED AND APPROVED this the 22nd day of October, 2019.

CITY OF GARLAND, TEXAS

Mayor

A handwritten signature in blue ink, appearing to read "S. H. ...", is written over a horizontal line.

ATTEST:


City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. i.

Meeting Date: September 6, 2022
Item Title: Lease Agreement for Concrete Recycling Facility
Submitted By: Steve Oliver, Streets Director
Strategic Focus Areas: Growing Economic Base
Well-Maintained City Infrastructure
Sound Governance and Finances

ISSUE

The City of Garland has an existing lease with Arcosa Crushed Concrete that allows them to recycle concrete at a City-owned facility located at 3637 Castle Drive. The lease provides payment to the City in the form of crushed concrete that is used as base material in construction projects and monthly royalty payments from Arcosa's sales. The current lease expires on September 19, 2022, so it is necessary to execute a new lease agreement to allow Arcosa to continue their crushing operations on this site.

OPTIONS

1. Authorize the City Manager to enter into a new lease agreement with Arcosa Crushed Concrete to operate a concrete recycling center at a City-owned facility located at 3637 Castle Drive.
2. Do nothing. Under this scenario, Arcosa Crushed Concrete would be considered a holdover tenant under the provisions of the existing lease.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a new lease agreement with Arcosa Crushed Concrete to operate a concrete recycling center at a City-owned facility located at 3637 Castle Drive. The financial terms will remain the same under the new lease agreement. The In Kind Base Rent will consist of 50,000 tons of crushed concrete and the Supplemental Rent will be 2.5% of Arcosa's sales that exceed \$150,000 each month. The lease agreement will be for a five-year term, with Arcosa having two five-year renewal option periods. If they choose to execute these two options, the total length of the lease will be 15 years. The new lease also clarifies several provisions of the agreement between the two parties. This item will be scheduled for formal consideration at the September 6, 2022 Regular Meeting.

BACKGROUND

The initial lease to operate a concrete recycling center was executed with Garland GAI, Inc. on September 19, 2007. That lease, which was for 10 years, expired on September 19, 2017. That lease was subsequently renewed for an additional five years, and it expires on September 19, 2022. Through a bankruptcy and a series of acquisitions, the operator of the lease is now Arcosa Crushed Concrete. Arcosa has been a very good tenant and a good partner for the City, so it is in the best interest of the City to maintain this relationship. Arcosa has expressed an interest in a long-term lease, which will allow them adequate time to capitalize the equipment used at the recycling center. It was determined that the best way to achieve this is to execute a five-year lease with two five-year renewal options.

CONSIDERATION

The current market value of the crushed concrete provided under the terms of the lease is \$750,000 - \$800,000, while the Supplemental Rent has averaged approximately \$100,000 for the past several years. In addition to the rent, the City saves approximately \$300,000 - \$400,000 in trucking costs each year by having this facility located in Garland. The total annual value of the lease ranges from \$1,150,000 to \$1,300,000, so it greatly benefits the City to execute this lease agreement.

Attachments

ARCOSA 2022 Commercial Lease Agreement with Exhibit
ARCOSA 2022 Commercial Lease Agreement
Exhibit A

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this “*Lease*”) is executed to be effective as of the 20th day of September, 2022, (the “*Effective Date*”), and is by and between the City of Garland, Texas, a Texas home-rule municipality (“*Lessor*”); and ARCOSA Crushed Concrete, LLC, a Delaware limited liability corporation (“*Lessee*”).

RECITALS

WHEREAS, the Lessor, owns a concrete recycling facility consisting of approximately 38 acres at 3637 Castle Drive, Garland, Texas (“*Facility*”); and

WHEREAS, the Lessee desires to lease the Facility to be utilized in recycling concrete (“*Crushing Operations*”).

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE I **GRANT OF LEASE**

Section 1.01 Leased Premises. Lessor agrees to lease to Lessee part of the Facility as depicted in the diagram attached as Exhibit A (“*Leased Premises*”).

Section 1.02 Ingress and Egress. Lessee shall have the right to construct and maintain a separate road for its access to the Leased Premises as required by its operations on property contiguous to the Leased Premises if permitted by the Lessor’s MSW Permit (defined below).

Section 1.03 Separation of Uses. Lessee shall construct and maintain a fence at its sole cost between the Leased Premises and the remainder of the Facility. Lessor and Lessee shall mutually agree to the location of the fence and an access gate to allow traffic between the Leased Premises and the remainder of the Facility.

Section 1.04 Acceptance of Leased Premises. Lessee acknowledges that its acceptance of possession of the Lease Premises constitutes a conclusive admission that it has inspected the Leased Premises and has found them in good condition and repair and suitable for its uses thereof. Lessee accepts the Leased Premises “AS IS – WHERE IS, WITH ALL FAULTS” in the present state of repair. Lessee has performed, or has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor’s behalf, that the Leased Premises are fit and satisfactory in all respects for Lessee’s purposes. Lessee acknowledges that there are monitoring wells located on the Leased Premises at

the locations shown on Exhibit A. Lessee shall not modify or alter the monitoring wells and shall promptly repair any damage to said wells.

ARTICLE II

TERM OF AGREEMENT; PERMITS

Section 2.01 Term of Lease. The term of the Lease shall be for a period of five (5) years, begin at 12:01a.m. on the 20th day of September, 2022, (“*Commencement Date*”) and terminating at midnight on the 20th of September, 2027, (“*Termination Date*”), unless extended or terminated earlier pursuant to the provision of this Agreement (such period being the “*Initial Term*”). The Initial Term of the Lease (or a Renewal Term of this Lease, as applicable) shall automatically be extended for a period of years, the length of which is specified below (a “*Renewal Term*”) unless written notice from Lessee declining such extension is provided to Lessor 180 days prior to the Termination Date of the Initial Term or any subsequent Renewal Term. The Lease term may be extended for successive individual Renewal Terms of five (5) years each. The total number of such five-year Renewal Terms shall be limited to two, and the maximum possible term of the Lease, including the Initial Term and all possible Renewal Terms, shall not exceed fifteen years from the Commencement Date.

At each renewal of this Lease, Lessor and Lessee shall consult with each other in good faith to determine whether any mutually-agreed changes should be incorporated into the terms of the Lease.

Section 2.02 Holdover of Lessee. If Lessee hold over or remains in possession of the Leased Premises after the Termination date, such continuation beyond the date of termination, or the collection or acceptance of rent, fees and/or other charges by the Lessor, shall not be construed as a renewal or extension of this Agreement, but shall be construed solely as creating a tenancy at sufferance and not for any other term whatsoever. During the term of such tenancy at sufferance, Lessee shall pay Lessor one hundred and fifty percent (150%) of the Base Rent (defined below) for such term, in addition to the fees and charges herein reserved, and Lessee shall be bound by and comply with all relevant provisions of this Agreement. Lessor may terminate the tenancy at sufferance by giving Lessee thirty (30) days written notice thereof.

Section 2.03 Site Permits; Permit and Regulatory Related Activity; and Restrictions on Leased Premises.

(a) In the event a Site Permit, or other regulatory permit required by a regulatory agency associated with the Lease Premises, is amended, reissued, or renewed, the terms, requirements, and conditions of the amended, reissued, or renewed permit will control over the terms of the Lease.

(b) Lessee acknowledges that the TPDES General Permit was reissued by the State of Texas in July 2016. The reissuance will require an updated SWP3 for the facility to ensure

continued coverage under the TPDES regulations. The terms of this Lease are subject to the updated SWP3 and the requirements of the reissued MSGP.

(c) Lessee acknowledges that the Leased Premises, as part of the Castle Drive Landfill permit area, is in a period of post closure care, which will continue until June 14, 2041. During this period, the TCEQ staff shall have full and complete access to the Leased Premises, including any and every structure or operation within the landfill permit boundary, with or without prior notification to the Lessor or Lessee.

(d) Title 40 CFR 112 regulations establish procedures, methods, equipment, and other requirements to prevent discharge of oil from non-transportation-related onshore facilities. Section 112 (d) provides exemptions for certain facilities and operations from various requirements. As indicated in §112.1(d)(2)(ii) only if the aggregate aboveground storage capacity of the facility is 1,320 U.S. gallons or less of oil then the facility is exempt from the requirements of Chapter 112. Therefore, in the event Lessee at any point stores oil products above 1,320 gallons it shall comply with the requirements set forth in 40 CFR 112 Regulations. Additionally, even where Lessee is exempt from the SPCC requirements, the Lessee shall take measures to prevent a petroleum product spill and should a spill occur, Lessee shall clean and remediate the spill immediately.

(e) Protection of monitoring structures. The Lessor, as the permit holder for a municipal solid waste landfill site, is responsible from conducting subsurface landfill gas (LFG) and groundwater monitoring at Castle Drive Landfill until the end of the post closure care period unless otherwise is approved by TCEQ in the future. The Lessee shall not interfere with, tamper with, or damage existing monitoring structures. Lessee shall report to Lessor any damage to monitoring structures to ensure continued compliance with applicable Title 30 TAC Chapter 330 – Municipal Solid Waste Regulations. The monitoring structures shall remain accessible to Lessor and Lessor's technical consultants performing monitoring activities or maintenance, and the TCEQ staff for inspection.

(f) Protection of drainage facilities. Although the Castle Dive Landfill's SWP3 was developed to accommodate the Lessee's ongoing rock/concrete recycling operation, the stormwater control structures including discharge locations and stormwater discharge rates are approved as part of the landfill closure plan; therefore, these facilities must comply with the TCEQ approved plan. The existing facilities include channels, ponds and a culvert that connects the ponds on the east and west side of the recycling operation. The Lessee's use of the Lease Premises under this Lease shall not interfere with or damage any drainage facilities located on, under, or upon the Leased Premises.

(g) Access control and protection of landfill facilities. Access must be controlled to the permitted landfill area, including the leased property, to ensure protection of landfill components including but not limited to groundwater monitoring wells, LFG detection probes, waste water discharge and LFG flare facilities. Lessee shall take reasonable steps to control access to the Leased Premises. Lessee shall only allow authorized personnel of the Lessor, person's authorized herein, or employees, agents, or contractors of Lessee to enter the Leased Premises.

Lessee shall be responsible for any damage done to Lessor's facilities by Lessee's employees, agents, or contractors.

(h) Excavation. Lessee shall not conduct below-grade excavation activities within, on, or under the Leased Premises without the prior written approval and consent from Lessor.

ARTICLE III RENT; UTILITIES; TAXES

Section 3.01 In Kind Base Rent. Lessee agrees to pay Lessor rent for the Leased Premises in kind 50,000 tons of recycled concrete annually ("*In Kind Base Rent*") between Jan 1 and December 31 each year. Lessee also acknowledges and agrees that the Lessor may require a portion of the In Kind Base Rent to be produced as "oversize" (nominal size 3"x5") not to exceed 1,500 tons in any month, or up to a maximum of 18,000 tons annually. In addition to the foregoing, Lessee agrees to recycle asphalt delivered by the Lessor to the Premises up to a maximum of 500 tons in any month, or up to a maximum of 6,000 tons annually at no charge. The recycled asphalt will not apply to the tonnage requirement of In Kind Base Rent set forth in this Section 3.01.

Section 3.02 Payments in Lieu of In Kind Base Rent. In the event Lessee is not able to deliver the required In Kind Base Rent due to a shortage of supplies, whether from Lessor or otherwise, Lessee shall pay in cash an amount equal to the market cost to Lessor, including delivery and transportation charges, per ton of similar product for each ton it fails to deliver ("*In Lieu Base Rent*"). Payments of In Lieu Base Rent shall be calculated on an annual basis ("*True Up Date*"). For purposes of this Agreement, In Kind Base Rent and In Lieu Base Rent are collectively referred to hereinafter as "*Base Rent*".

Section 3.03 Supplemental Rent. Lessee agrees to pay Lessor supplemental rent, which shall be calculated as set forth in this Section ("*Supplemental Rent*"). Lessor shall be entitled to Supplemental Rent (i) at a rate of Five and No/100 Dollars (\$5.00) per dump for all dumps made by trucks other than those operated by Lessor or its contractors but only if Lessee actually charges and collects a dump fee from customers and (ii) at a rate of 2.5% of actual billed retail sales shipped by Lessee across its scales at the Lease Premises on a monthly basis over and above the sum of One Hundred Twenty-Five Thousand and No/100 Dollars (\$150,000.00). Notwithstanding the foregoing, Lessee hereby agrees that neither Lessor, its contractors or any residents of the City (other than commercial businesses) shall be charged a dump fee or any related fees during the Lease Term. Lessee shall calculate the monthly Supplemental Rent due to Lessor pursuant to (ii) by the fifth (5th) day of the following month, and payment shall be due on the fifteenth (15th) day of said following month. Lessee agrees to allow Lessor to audit its books and records in connection with confirming and/or calculating supplemental Rent. For purposes of this Agreement, Supplemental Rent and Base Rent are collectively referred to as "*Rent*".

Section 3.04 Delivery of Rent. All payments required of Lessee by this Agreement (other than In Kind Base Rent) shall be delivered by mail, or in person, to the City Manager at the address set forth herein, or to such other location as specified in writing by the Lessor.

Section 3.05 Delinquent Rent Payments. In the event that payments to the Lessor for rent or other fees or charges are not received by the Lessor on or before the tenth (10th) day following the due date, Lessee shall pay a late rental charge of Two Percent (2.0%) of the rent amount due for the preceding period. All rent and other payments which are past due more than thirty (30) days shall accrue simple interest at the rate of Eighteen Percent (18.0%) annually or the maximum percentage rate allowed by applicable law, whichever is less. Notwithstanding anything to the contrary in this Section 3.05, if at the time performance of the provisions set forth in this Section 3.05 becomes due and the interest to be paid in accordance with this Section 3.05 exceeds the limits on the payment of interest established by law, then the amount of interest to be paid shall be reduced to the maximum limit allowed by law; furthermore, if, from any circumstances, Lessor should ever receive as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the payment of rent owing pursuant to the provisions of this Agreement and not to the payment of interest.

Section 3.06 Application of Amounts Received. Payments received shall be applied in the following order; (1) interest accrued for late payments, (2) late rental charges, (3) past due rent, beginning with the oldest amount dues, (4) other past dues amounts, (5) rent currently due, and (6) other amounts currently due.

Section 3.07 Utilities. Lessee shall be solely responsible for the payment of water, wastewater, electricity, natural gas and other public utility services used on the Leased Premises.

Section 3.08 Taxes. Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, fuel, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises. Lessee shall at no time permit the foreclosure of any tax liens to Lessee's leasehold interest in the Leased Premises or the buildings, fixtures, or other improvements located on the Leased Premises. Lessor shall have the right to pay such taxes due after Lessee's refusal to pay such taxes, and upon demand Lessee shall reimburse the Lessor for the amount of taxes paid plus any penalties, interests, and attorneys' fees incurred, subject to Lessee's right to challenge the validity of such taxes in whole or in part. In the event that Lessee is successful in any challenge regarding the payment of any tax, the Lessor shall be subrogated to any recovery obtained by Lessee to the extent of the amount of taxes, interests, penalties, and attorneys' fees previously paid by the Lessor and not already reimbursed by Lessee.

ARTICLE IV USE OF LEASED PREMISES

Section 4.01 Permitted Use. Lessee shall use the Leased Premises only for the purpose of conducting Crushing Operations and other purposes ancillary thereto.

Section 4.02 Prohibited Uses and Activities. Lessee agrees not to:

- (a) allow any use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, and local laws, orders, ordinances, rules, or regulations;
- (b) locate the Operating Equipment outside the approved area shown on Exhibit A;
- (c) engage in Crushing Operations between the hours of 6:00 p.m. and 8:00 a.m. (Garland, Texas time);
- (d) make or suffer any waste of the Leased Premises;
- (e) make, suffer or permit any unlawful, immoral or offensive use of the Leased Premises, nor shall Lessee permit any loud, abusive or obscene language on the Leased Premises;
- (f) restrict or interfere with Lessor's access to any portion of the Facility that is not part of the Lease Premises;
- (g) engage in any operations at the Leased Premises that unreasonably interfere with Lessor's use of the remainder of the Facility;
- (h) engage in Crushing Operations on a Sunday; or
- (i) engage in Crushing Operations in excess of fifteen (15) Saturdays during the course of any calendar year.

Section 4.03 Lessee Obligations. During the Term of this Agreement, Lessee agrees that:

- (a) Lessee shall, at its own expense, keep and maintain the Leased Premises in good condition and toward the end, shall do all work and make all repairs necessary or advisable to keep the Leased premises from deteriorating in a value or condition and shall restore and maintain the Leased Premises, with the exception of normal wear and tear and aging consistent with normal usage and time. Lessor shall have the right and privilege, through its agents and officials, to inspect the Leased Premises and thereafter to make recommendations to Lessee of any repairs that in Lessor's opinion are necessary to be performed by Lessee upon the Leased Premises in accordance with the foregoing. Lessee shall commence repairs within thirty (30) days from the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event that Lessee fails to commence such recommended repairs within the time provided, it is understood and agreed that Lessor may, within its discretion, make such repairs as it deems necessary for and on behalf of Lessee; and, in such event, the cost of such repairs shall be paid by Lessee within ten (10) days following the completion of said repairs.
- (b) Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Lessee agrees to maintain the Leased Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal.
- (c) Lessee agrees that it shall, at its sole cost and expense, procure and obtain all lawfully required licenses and permits (other than the modified MSW Permit), certificates and

other authorizations required by any governmental authority, in connection with or covering its Crushing Operations and any other incidental activities permitted to be performed at the Leased Premises pursuant to the provisions of this Lease, and to continuously operate in compliance with all municipal, state and federal regulations, including, but not limited to, regulatory requirements set forth by the Texas Environmental Protection Agency and the TCEQ. Lessor will cooperate with Lessee as is commercially reasonable and necessary to obtain these lawfully required licensed, permits, certificates and other authorizations and transfer any and all existing permits associated with the existing equipment operated by Lessor.

(d) Street Sweeping. Lessee agrees that it shall (on each day that it is open for business to supply aggregate to customers from the Leased Premises) operate a street sweeping unit on the public roadway immediately outside of the entrance to the Leased Premises, with the purpose of removing loose materials which may have been tracked or spilled off of trucks exiting the Leased Premises which are hauling aggregate supplied by Lessee. It is understood that this obligation is to be performed by Lessee for the benefit of Lessor, that there are no third party beneficiaries to whom a duty is implied or created by this provision, and that Lessee is not taking on any duty or responsibility owed by drivers or operators of heavy trucks on public roadways pursuant to Texas or Federal DOT regulations.

ARTICLE V INSURANCE

Section 5.01 Lessee's Minimum Insurance Amounts. Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the Lessor:

(a) Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, or about the Leased Premises in at least the amount of One Million and No/100 Dollars (\$1,000,000.00) per individual, One Million and No/100 Dollars (\$1,000,000.00) per occurrence and One Million and No/100 Dollars (\$1,000,000.00) with respect to property damage. In the event that the Texas Torts Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et seq.) ("Act") or its successor statute, is amended to increase the amount of liability of municipalities for acts described in said Act above the levels set forth in this Section 5.01(a), Lessee agrees to increase the amount of insurance coverage required by this Section 5.01(a) to an amount sufficient to provide coverage to the level of potential liability per occurrence under said Act.

(b) Automobile Liability Coverage on all motor vehicles owned and/or operated by Lessee or its employees on the Leased Premises in amounts of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit or equivalent; provided, however, separate automobile coverage shall not be required if such coverage is provided under Lessee's comprehensive general liability policy.

(c) Property and Casualty Insurance on improvements constructed on the property, whether owned by Lessee or Lessor, insuring against loss or damage to improvements due to fire, lightning and all other perils included in standard extended coverage policies, and vandalism and malicious mischief, all in amounts or not less than ninety percent (90%) of replacement value.

Section 5.02 Lessee's Coverage Primary. All insurance herein required shall apply as primary and not in excess of or contributing with other insurance that the Lessee may carry. Insurance provided pursuant to Section 5.01 shall name the Lessor as an additional insured or loss payee as the case may be. The comprehensive general liability policy as provided in Subsection 5.01(a) shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Lessee in the indemnity and hold harmless provisions included in ARTICLE VI of this Agreement.

Section 5.03 Contents of General Liability Policy. Lessee's Comprehensive General Liability policy shall protect the Lessor and Lessee against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition of the Leased Premises or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Leased Premises used by Lessee, its officers, employees, agents, contractors, invitees, and guests at the Leased Premises, whether or not such damage or injury is the result of negligence of the Lessee or its officers, employees, agents, contractors, invitees, and guests.

Section 5.04 Cancellation; Certificates of Insurance. Lessee's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the Lessor. Lessee shall furnish to the Lessor, annually, Certificates of Insurance showing Lessor as an additional insured and evidencing that all of the herein stated requirements have been met.

Section 5.05 Lessor's Right to Purchase Insurance. In the event such insurance as required by this ARTICLE V shall lapse, the Lessor reserves the right to obtain such insurance at Lessee's expense. Upon demand from Lessor, Lessee shall reimburse Lessor for the full amount of the premium paid on Lessee's behalf.

ARTICLE VI INDEMNITY

Section 6.01 General Indemnity Provisions. Lessee agrees to Indemnify and hold Lessor and all of its present, future and former agents, employees, officials and representative harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorneys' fees), costs and damages (whether common law or statutory, and whether characterized as actual, punitive, consequential, incidental or based on strict liability and expressly including those caused by the negligence or other fault of any party Indemnified herein), 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 the use, occupation or condition of the Leased Premises or the existence of this Agreement.

Section 6.02 Acceptance of Premises. Lessee acknowledges that Lessor expressly disclaims and Lessee expressly waives any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability, usability, or fitness for a particular purpose of the Leased Premises, and Lessee further acknowledges that Lessor has not made any other representations to Lessee as to whether or not the Leased Premises are fit and satisfactory for the use intended by Lessee. Lessor disclaims responsibility as to the accuracy or completeness of any information relating to foregoing, Lessor disclaims responsibility as to the accuracy or completeness of any information relating to the Leased Premises, whether provided by Lessor or otherwise. Without limiting the foregoing, Lessor makes no representations of any nature regarding the Leased Premises and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Leased Premises, including without limitation, the water, soil and geology, and the suitability thereof and the Leased Premises for any and all activities and uses which Lessee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Land or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, “environmental substances” means the following: (a) any “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks and wells, whether empty, abandoned, capped, uncapped, filled, or partially filled with any substance, (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder. To the fullest extent of the law, Lessee waives and disclaims any cause of action that Lessee may now or hereafter have or obtain against Lessor, its agents, employees or servants arising from the use, occupation or condition of the Leased Premises or the existence of this Agreement.

ARTICLE VII
SIGNAGE

Section 7.01 Consent Not Required. Lessee may, at Lessee's own expense, erect, maintain and display signage advertising its business that complies with City of Garland ordinances and state law.

Section 7.02 Removal on Termination. Upon the termination of this Agreement, Lessee shall remove, obliterate or paint out, as the Lessor may direct, all signs and advertising on the Leased Premises, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising. In the event that there is a failure by Lessee to so remove, obliterate or paint out each and every sign or advertising and so to restore the Leased Premises, the Lessor may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to the Lessor on demand.

ARTICLE VIII
ASSIGNMENT AND SUBLEASING

Section 8.01 Assignment by Lessee. At no time shall Lessee sublease any portion of the Leased Premises or assign its interests or obligations in this Agreement without the written consent of Lessor. Any such assignment or attempted assignment without Lessor's consent to same shall be void.

Section 8.02 Assignment by Lessor. Lessor may transfer and assign this Agreement to any successor in interest of Lessor to whom the Leased Premises may be sold or assigned; provided that the successor in interest shall execute and deliver to Lessor, with copy to Lessee, an instrument assuming the lawful obligations of Lessor under this Agreement.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01 Default by Lessee. The following shall be deemed "*Events of Default*" by Lessee under this Agreement:

- (a) Lessee's failure to pay when due any installment of Rent or any other payment required pursuant to this Agreement;
- (b) Lessee shall abandon any substantial portion of the Leased Premises as further set forth in Section 9.03;
- (c) Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee

shall be appointed for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations hereunder;0

(d) Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

(e) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises;

(f) The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder;

(g) Lessee shall fail to comply with its obligations or shall violate the restrictions set forth in ARTICLE IV; or

(h) Lessee fails to comply with any other material term, provision or covenant of this Agreement.

Section 9.02 Termination Upon Lessee's Default. Except for an Event of Default resulting from the filing of a petition in bankruptcy, if an Event of Default by Lessee shall continue for ten (10) days after service of notice of such Event of Default by Lessor to Lessee, Lessor may give notice of its election to terminate this Agreement, and thirty (30) days after service of such notice of election to terminate this Agreement shall cease and terminate as if the day of Lessor's election were the day originally fixed for termination of this Agreement. Such election to terminate by Lessor shall not be construed as a waiver of any claim it may have against Lessee consistent with such termination. If, however, the Event of Default is of such nature that it cannot reasonably be remedied within ten (10) days after receipt of notice by Lessee, and if the Lessee shall have commenced curing such Event of Default within ten (10) days after receipt of such notice, and shall continuously and diligently proceed in good faith to cure such Event of Default, then the period for curing the Event of Default shall be extended for such length of time as is reasonably necessary to cure the Event of Default. Furthermore, if the Event of Default is the result of Lessee filing a petition in bankruptcy, then termination shall not occur unless the trustee in bankruptcy has failed to ratify this Agreement within sixty (60) days following the date of the filing of the petition in bankruptcy.

Section 9.03 Abandonment of Business by Lessee. As set forth above, Lessee agrees that the abandonment for a period of thirty (30) days by Lessee of the conduct of its business activities at the Leased Premises shall be an Event of Default shall terminate Lessee's rights under this Agreement. By so terminating this Agreement, Lessor does not waive any other claim or rights against Lessee. For the purposes of this Section 9.03, the term "abandonment" shall mean the failure of Lessee to be open for business on the Leased Premises except in the case of war, strike, catastrophe or causes beyond Lessee's control.

Section 9.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given

under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor and Lessee to exercise any remedy reserved to it in this Section 9.04, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05 No Waiver of Breach. Lessor's failure or delay in declaring the existence of an Event of Default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of the Lessor to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such Event of Default. A waiver of any particular Event of Default shall not be deemed to be a waiver of the same, similar or any other subsequent Event of Default.

Section 9.06 Expeditious Action. Notwithstanding any provision as to notice in this Agreement herein contained, if in Lessor's reasonable judgment the continuance of any Event of Default by Lessee for the full period of the notice to cure the Event of Default will jeopardize the operation of the Leased Premises or the rights of the Lessor, Lessor may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse Lessor for any reasonable and necessary costs incurred by the Lessor pursuant to this Section 9.06.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01 Force Majeure. Neither the Lessor nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

Section 10.02. No Partnership, Agency, Joint Venture. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, agency or any other relationship between the Lessor and Lessee other than landlord and tenant, respectively.

Section 10.03. Inspection of Lessor. Lessor may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of Lessor's obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things Lessor is obligated to do, or which may be deemed by Lessor necessary or desirable for the proper conduct and operation of the Leased Premises or the protection of Lessor's interests.

Section 10.04. Conformance with Rules and Regulations. This Lease and Lessee's use of the Leased Premises shall be subject to any and all applicable law, ordinances, resolutions, statutes, rules, regulations or orders of any Federal, State or local governmental authority lawfully exercising jurisdiction over the Leased Premises or the activities and business operations of Lessee.

Section 10.05. Notices. Notices provided for in this Lease shall be delivered as set forth in Section 10.06, and the properly addressed as follow:

If to Lessor:

City of Garland
Attn: City Manager
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Facsimile (972) 205-2504

With a copy to:

Office of the City Attorney
City of Garland
200 N. Fifth Street, 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002

If to Lessee:

ARCOSA Crushed Concrete, LLC
Attn: _____

Facsimile (____) ____ - ____

The parties may change the representative or address for delivery of notices from time to time by sending written notices to the other party. All notices shall be in writing and effective only upon actual receipt.

Section 10.06 Methods of Delivery. All notices required or permitted to be given hereunder shall be deemed to be duly given: (a) at the time of delivery, if such Notice is personally delivered; or (b) on the third business day after mailing, if such notice is deposited with United States Postal Service, postage prepaid, for mailing via certified mail, return receipt requested; or (c) on the next business day, if such notice is sent by a nationally recognized overnight courier which maintains evidence of receipt; or (d) upon receipt of delivery, if such notice is sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight carrier which maintains evidence of receipt. Notices shall be effective on the

date of receipt. If any notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such notice shall be effective on the date delivery is attempted.

Section 10.07 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 five (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.

Section 10.08 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.

Section 10.09 Governing Law and 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. Venue for any cause of action shall be in a court of competent jurisdiction in Dallas County, Texas.

Section 10.10 Severability. If any provision of this Lease is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Lease shall remain valid and binding as though such invalid or unenforceable provision were not included therein.

Section 10.11 Captions. Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent to any provision herein.

Section 10.12 Use of Language. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

Section 10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which constitute but one and the same instrument.

Section 10.14 Entire Agreement: Amendments. This Agreement embodies the entire agreement between the Lessor and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed, modified, discharged or extended, except by written instrument duly executed by Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in this Agreement.

[signature page follows]

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

LESSOR:

THE CITY OF GARLAND, TEXAS
a Texas home-rule municipality

By: _____

Name: _____

Title: _____

LESSEE:

ARCOSA CRUSHED CONCRETE, LLC,
a Delaware limited liability corporation

By: _____

Name: _____

Title: _____

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this “*Lease*”) is executed to be effective as of the 20th day of September, 2022, (the “*Effective Date*”), and is by and between the City of Garland, Texas, a Texas home-rule municipality (“*Lessor*”); and ARCOSA Crushed Concrete, LLC, a Delaware limited liability corporation (“*Lessee*”).

RECITALS

WHEREAS, the Lessor, owns a concrete recycling facility consisting of approximately 38 acres at 3637 Castle Drive, Garland, Texas (“*Facility*”); and

WHEREAS, the Lessee desires to lease the Facility to be utilized in recycling concrete (“*Crushing Operations*”).

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE I **GRANT OF LEASE**

Section 1.01 Leased Premises. Lessor agrees to lease to Lessee part of the Facility as depicted in the diagram attached as Exhibit A (“*Leased Premises*”).

Section 1.02 Ingress and Egress. Lessee shall have the right to construct and maintain a separate road for its access to the Leased Premises as required by its operations on property contiguous to the Leased Premises if permitted by the Lessor’s MSW Permit (defined below).

Section 1.03 Separation of Uses. Lessee shall construct and maintain a fence at its sole cost between the Leased Premises and the remainder of the Facility. Lessor and Lessee shall mutually agree to the location of the fence and an access gate to allow traffic between the Leased Premises and the remainder of the Facility.

Section 1.04 Acceptance of Leased Premises. Lessee acknowledges that its acceptance of possession of the Lease Premises constitutes a conclusive admission that it has inspected the Leased Premises and has found them in good condition and repair and suitable for its uses thereof. Lessee accepts the Leased Premises “AS IS – WHERE IS, WITH ALL FAULTS” in the present state of repair. Lessee has performed, or has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor’s behalf, that the Leased Premises are fit and satisfactory in all respects for Lessee’s purposes. Lessee acknowledges that there are monitoring wells located on the Leased Premises at

the locations shown on Exhibit A. Lessee shall not modify or alter the monitoring wells and shall promptly repair any damage to said wells.

ARTICLE II

TERM OF AGREEMENT; PERMITS

Section 2.01 Term of Lease. The term of the Lease shall be for a period of five (5) years, begin at 12:01a.m. on the 20th day of September, 2022, (“*Commencement Date*”) and terminating at midnight on the 20th of September, 2027, (“*Termination Date*”), unless extended or terminated earlier pursuant to the provision of this Agreement (such period being the “*Initial Term*”). The Initial Term of the Lease (or a Renewal Term of this Lease, as applicable) shall automatically be extended for a period of years, the length of which is specified below (a “*Renewal Term*”) unless written notice from Lessee declining such extension is provided to Lessor 180 days prior to the Termination Date of the Initial Term or any subsequent Renewal Term. The Lease term may be extended for successive individual Renewal Terms of five (5) years each. The total number of such five-year Renewal Terms shall be limited to two, and the maximum possible term of the Lease, including the Initial Term and all possible Renewal Terms, shall not exceed fifteen years from the Commencement Date.

At each renewal of this Lease, Lessor and Lessee shall consult with each other in good faith to determine whether any mutually-agreed changes should be incorporated into the terms of the Lease.

Section 2.02 Holdover of Lessee. If Lessee hold over or remains in possession of the Leased Premises after the Termination date, such continuation beyond the date of termination, or the collection or acceptance of rent, fees and/or other charges by the Lessor, shall not be construed as a renewal or extension of this Agreement, but shall be construed solely as creating a tenancy at sufferance and not for any other term whatsoever. During the term of such tenancy at sufferance, Lessee shall pay Lessor one hundred and fifty percent (150%) of the Base Rent (defined below) for such term, in addition to the fees and charges herein reserved, and Lessee shall be bound by and comply with all relevant provisions of this Agreement. Lessor may terminate the tenancy at sufferance by giving Lessee thirty (30) days written notice thereof.

Section 2.03 Site Permits; Permit and Regulatory Related Activity; and Restrictions on Leased Premises.

(a) In the event a Site Permit, or other regulatory permit required by a regulatory agency associated with the Lease Premises, is amended, reissued, or renewed, the terms, requirements, and conditions of the amended, reissued, or renewed permit will control over the terms of the Lease.

(b) Lessee acknowledges that the TPDES General Permit was reissued by the State of Texas in July 2016. The reissuance will require an updated SWP3 for the facility to ensure

continued coverage under the TPDES regulations. The terms of this Lease are subject to the updated SWP3 and the requirements of the reissued MSGP.

(c) Lessee acknowledges that the Leased Premises, as part of the Castle Drive Landfill permit area, is in a period of post closure care, which will continue until June 14, 2041. During this period, the TCEQ staff shall have full and complete access to the Leased Premises, including any and every structure or operation within the landfill permit boundary, with or without prior notification to the Lessor or Lessee.

(d) Title 40 CFR 112 regulations establish procedures, methods, equipment, and other requirements to prevent discharge of oil from non-transportation-related onshore facilities. Section 112 (d) provides exemptions for certain facilities and operations from various requirements. As indicated in §112.1(d)(2)(ii) only if the aggregate aboveground storage capacity of the facility is 1,320 U.S. gallons or less of oil then the facility is exempt from the requirements of Chapter 112. Therefore, in the event Lessee at any point stores oil products above 1,320 gallons it shall comply with the requirements set forth in 40 CFR 112 Regulations. Additionally, even where Lessee is exempt from the SPCC requirements, the Lessee shall take measures to prevent a petroleum product spill and should a spill occur, Lessee shall clean and remediate the spill immediately.

(e) Protection of monitoring structures. The Lessor, as the permit holder for a municipal solid waste landfill site, is responsible from conducting subsurface landfill gas (LFG) and groundwater monitoring at Castle Drive Landfill until the end of the post closure care period unless otherwise is approved by TCEQ in the future. The Lessee shall not interfere with, tamper with, or damage existing monitoring structures. Lessee shall report to Lessor any damage to monitoring structures to ensure continued compliance with applicable Title 30 TAC Chapter 330 – Municipal Solid Waste Regulations. The monitoring structures shall remain accessible to Lessor and Lessor's technical consultants performing monitoring activities or maintenance, and the TCEQ staff for inspection.

(f) Protection of drainage facilities. Although the Castle Dive Landfill's SWP3 was developed to accommodate the Lessee's ongoing rock/concrete recycling operation, the stormwater control structures including discharge locations and stormwater discharge rates are approved as part of the landfill closure plan; therefore, these facilities must comply with the TCEQ approved plan. The existing facilities include channels, ponds and a culvert that connects the ponds on the east and west side of the recycling operation. The Lessee's use of the Lease Premises under this Lease shall not interfere with or damage any drainage facilities located on, under, or upon the Leased Premises.

(g) Access control and protection of landfill facilities. Access must be controlled to the permitted landfill area, including the leased property, to ensure protection of landfill components including but not limited to groundwater monitoring wells, LFG detection probes, waste water discharge and LFG flare facilities. Lessee shall take reasonable steps to control access to the Leased Premises. Lessee shall only allow authorized personnel of the Lessor, person's authorized herein, or employees, agents, or contractors of Lessee to enter the Leased Premises.

Lessee shall be responsible for any damage done to Lessor's facilities by Lessee's employees, agents, or contractors.

(h) Excavation. Lessee shall not conduct below-grade excavation activities within, on, or under the Leased Premises without the prior written approval and consent from Lessor.

ARTICLE III RENT; UTILITIES; TAXES

Section 3.01 In Kind Base Rent. Lessee agrees to pay Lessor rent for the Leased Premises in kind 50,000 tons of recycled concrete annually ("*In Kind Base Rent*") between Jan 1 and December 31 each year. Lessee also acknowledges and agrees that the Lessor may require a portion of the In Kind Base Rent to be produced as "oversize" (nominal size 3"x5") not to exceed 1,500 tons in any month, or up to a maximum of 18,000 tons annually. In addition to the foregoing, Lessee agrees to recycle asphalt delivered by the Lessor to the Premises up to a maximum of 500 tons in any month, or up to a maximum of 6,000 tons annually at no charge. The recycled asphalt will not apply to the tonnage requirement of In Kind Base Rent set forth in this Section 3.01.

Section 3.02 Payments in Lieu of In Kind Base Rent. In the event Lessee is not able to deliver the required In Kind Base Rent due to a shortage of supplies, whether from Lessor or otherwise, Lessee shall pay in cash an amount equal to the market cost to Lessor, including delivery and transportation charges, per ton of similar product for each ton it fails to deliver ("*In Lieu Base Rent*"). Payments of In Lieu Base Rent shall be calculated on an annual basis ("*True Up Date*"). For purposes of this Agreement, In Kind Base Rent and In Lieu Base Rent are collectively referred to hereinafter as "*Base Rent*".

Section 3.03 Supplemental Rent. Lessee agrees to pay Lessor supplemental rent, which shall be calculated as set forth in this Section ("*Supplemental Rent*"). Lessor shall be entitled to Supplemental Rent (i) at a rate of Five and No/100 Dollars (\$5.00) per dump for all dumps made by trucks other than those operated by Lessor or its contractors but only if Lessee actually charges and collects a dump fee from customers and (ii) at a rate of 2.5% of actual billed retail sales shipped by Lessee across its scales at the Lease Premises on a monthly basis over and above the sum of One Hundred Twenty-Five Thousand and No/100 Dollars (\$150,000.00). Notwithstanding the foregoing, Lessee hereby agrees that neither Lessor, its contractors or any residents of the City (other than commercial businesses) shall be charged a dump fee or any related fees during the Lease Term. Lessee shall calculate the monthly Supplemental Rent due to Lessor pursuant to (ii) by the fifth (5th) day of the following month, and payment shall be due on the fifteenth (15th) day of said following month. Lessee agrees to allow Lessor to audit its books and records in connection with confirming and/or calculating supplemental Rent. For purposes of this Agreement, Supplemental Rent and Base Rent are collectively referred to as "*Rent*".

Section 3.04 Delivery of Rent. All payments required of Lessee by this Agreement (other than in Kind Base Rent) shall be delivered by mail, or in person, to the City Manager at the address set forth herein, or to such other location as specified in writing by the Lessor.

Section 3.05 Delinquent Rent Payments. In the event that payments to the Lessor for rent or other fees or charges are not received by the Lessor on or before the tenth (10th) day following the due date, Lessee shall pay a late rental charge of Two Percent (2.0%) of the rent amount due for the preceding period. All rent and other payments which are past due more than thirty (30) days shall accrue simple interest at the rate of Eighteen Percent (18.0%) annually or the maximum percentage rate allowed by applicable law, whichever is less. Notwithstanding anything to the contrary in this Section 3.05, if at the time performance of the provisions set forth in this Section 3.05 becomes due and the interest to be paid in accordance with this Section 3.05 exceeds the limits on the payment of interest established by law, then the amount of interest to be paid shall be reduced to the maximum limit allowed by law; furthermore, if, from any circumstances, Lessor should ever receive as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the payment of rent owing pursuant to the provisions of this Agreement and not to the payment of interest.

Section 3.06 Application of Amounts Received. Payments received shall be applied in the following order; (1) interest accrued for late payments, (2) late rental charges, (3) past due rent, beginning with the oldest amount dues, (4) other past dues amounts, (5) rent currently due, and (6) other amounts currently due.

Section 3.07 Utilities. Lessee shall be solely responsible for the payment of water, wastewater, electricity, natural gas and other public utility services used on the Leased Premises.

Section 3.08 Taxes. Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, fuel, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises. Lessee shall at no time permit the foreclosure of any tax liens to Lessee's leasehold interest in the Leased Premises or the buildings, fixtures, or other improvements located on the Leased Premises. Lessor shall have the right to pay such taxes due after Lessee's refusal to pay such taxes, and upon demand Lessee shall reimburse the Lessor for the amount of taxes paid plus any penalties, interests, and attorneys' fees incurred, subject to Lessee's right to challenge the validity of such taxes in whole or in part. In the event that Lessee is successful in any challenge regarding the payment of any tax, the Lessor shall be subrogated to any recovery obtained by Lessee to the extent of the amount of taxes, interests, penalties, and attorneys' fees previously paid by the Lessor and not already reimbursed by Lessee.

ARTICLE IV USE OF LEASED PREMISES

Section 4.01 Permitted Use. Lessee shall use the Leased Premises only for the purpose of conducting Crushing Operations and other purposes ancillary thereto.

Section 4.02 Prohibited Uses and Activities. Lessee agrees not to:

COMMERCIAL LEASE AGREEMENT

City of Garland, Texas – ARCOSA Crushed Concrete, LLC

- (a) allow any use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, and local laws, orders, ordinances, rules, or regulations;
- (b) locate the Operating Equipment outside the approved area shown on Exhibit A;
- (c) engage in Crushing Operations between the hours of 6:00 p.m. and 8:00 a.m. (Garland, Texas time);
- (d) make or suffer any waste of the Leased Premises;
- (e) make, suffer or permit any unlawful, immoral or offensive use of the Leased Premises, nor shall Lessee permit any loud, abusive or obscene language on the Leased Premises;
- (f) restrict or interfere with Lessor's access to any portion of the Facility that is not part of the Lease Premises;
- (g) engage in any operations at the Leased Premises that unreasonably interfere with Lessor's use of the remainder of the Facility;
- (h) engage in Crushing Operations on a Sunday; or
- (i) engage in Crushing Operations in excess of fifteen (15) Saturdays during the course of any calendar year.

Section 4.03 Lessee Obligations. During the Term of this Agreement, Lessee agrees that:

- (a) Lessee shall, at its own expense, keep and maintain the Leased Premises in good condition and toward the end, shall do all work and make all repairs necessary or advisable to keep the Leased premises from deteriorating in a value or condition and shall restore and maintain the Leased Premises, with the exception of normal wear and tear and aging consistent with normal usage and time. Lessor shall have the right and privilege, through its agents and officials, to inspect the Leased Premises and thereafter to make recommendations to Lessee of any repairs that in Lessor's opinion are necessary to be performed by Lessee upon the Leased Premises in accordance with the foregoing. Lessee shall commence repairs within thirty (30) days from the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event that Lessee fails to commence such recommended repairs within the time provided, it is understood and agreed that Lessor may, within its discretion, make such repairs as it deems necessary for and on behalf of Lessee; and, in such event, the cost of such repairs shall be paid by Lessee within ten (10) days following the completion of said repairs.
- (b) Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Lessee agrees to maintain the Leased Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal.
- (c) Lessee agrees that it shall, at its sole cost and expense, procure and obtain all lawfully required licenses and permits (other than the modified MSW Permit), certificates and

other authorizations required by any governmental authority, in connection with or covering its Crushing Operations and any other incidental activities permitted to be performed at the Leased Premises pursuant to the provisions of this Lease, and to continuously operate in compliance with all municipal, state and federal regulations, including, but not limited to, regulatory requirements set forth by the Texas Environmental Protection Agency and the TCEQ. Lessor will cooperate with Lessee as is commercially reasonable and necessary to obtain these lawfully required licensed, permits, certificates and other authorizations and transfer any and all existing permits associated with the existing equipment operated by Lessor.

(d) Street Sweeping. Lessee agrees that it shall (on each day that it is open for business to supply aggregate to customers from the Leased Premises) operate a street sweeping unit on the public roadway immediately outside of the entrance to the Leased Premises, with the purpose of removing loose materials which may have been tracked or spilled off of trucks exiting the Leased Premises which are hauling aggregate supplied by Lessee. It is understood that this obligation is to be performed by Lessee for the benefit of Lessor, that there are no third party beneficiaries to whom a duty is implied or created by this provision, and that Lessee is not taking on any duty or responsibility owed by drivers or operators of heavy trucks on public roadways pursuant to Texas or Federal DOT regulations.

ARTICLE V INSURANCE

Section 5.01 Lessee's Minimum Insurance Amounts. Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the Lessor:

(a) Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, or about the Leased Premises in at least the amount of One Million and No/100 Dollars (\$1,000,000.00) per individual, One Million and No/100 Dollars (\$1,000,000.00) per occurrence and One Million and No/100 Dollars (\$1,000,000.00) with respect to property damage. In the event that the Texas Torts Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et seq.) ("Act") or its successor statute, is amended to increase the amount of liability of municipalities for acts described in said Act above the levels set forth in this Section 5.01(a), Lessee agrees to increase the amount of insurance coverage required by this Section 5.01(a) to an amount sufficient to provide coverage to the level of potential liability per occurrence under said Act.

(b) Automobile Liability Coverage on all motor vehicles owned and/or operated by Lessee or its employees on the Leased Premises in amounts of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit or equivalent; provided, however, separate automobile coverage shall not be required if such coverage is provided under Lessee's comprehensive general liability policy.

(c) Property and Casualty Insurance on improvements constructed on the property, whether owned by Lessee or Lessor, insuring against loss or damage to improvements due to fire, lightning and all other perils included in standard extended coverage policies, and vandalism and malicious mischief, all in amounts or not less than ninety percent (90%) of replacement value.

Section 5.02 Lessee's Coverage Primary. All insurance herein required shall apply as primary and not in excess of or contributing with other insurance that the Lessee may carry. Insurance provided pursuant to Section 5.01 shall name the Lessor as an additional insured or loss payee as the case may be. The comprehensive general liability policy as provided in Subsection 5.01(a) shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Lessee in the indemnity and hold harmless provisions included in ARTICLE VI of this Agreement.

Section 5.03 Contents of General Liability Policy. Lessee's Comprehensive General Liability policy shall protect the Lessor and Lessee against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition of the Leased Premises or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Leased Premises used by Lessee, its officers, employees, agents, contractors, invitees, and guests at the Leased Premises, whether or not such damage or injury is the result of negligence of the Lessee or its officers, employees, agents, contractors, invitees, and guests.

Section 5.04 Cancellation; Certificates of Insurance. Lessee's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the Lessor. Lessee shall furnish to the Lessor, annually, Certificates of Insurance showing Lessor as an additional insured and evidencing that all of the herein stated requirements have been met.

Section 5.05 Lessor's Right to Purchase Insurance. In the event such insurance as required by this ARTICLE V shall lapse, the Lessor reserves the right to obtain such insurance at Lessee's expense. Upon demand from Lessor, Lessee shall reimburse Lessor for the full amount of the premium paid on Lessee's behalf.

ARTICLE VI INDEMNITY

Section 6.01 General Indemnity Provisions. Lessee agrees to Indemnify and hold Lessor and all of its present, future and former agents, employees, officials and representative harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorneys' fees), costs and damages (whether common law or statutory, and whether characterized as actual, punitive, consequential, incidental or based on strict liability and expressly including those caused by the negligence or other fault of any party Indemnified herein), 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 the use, occupation or condition of the Leased Premises or the existence of this Agreement.

Section 6.02 Acceptance of Premises. Lessee acknowledges that Lessor expressly disclaims and Lessee expressly waives any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability, usability, or fitness for a particular purpose of the Leased Premises, and Lessee further acknowledges that Lessor has not made any other representations to Lessee as to whether or not the Leased Premises are fit and satisfactory for the use intended by Lessee. Lessor disclaims responsibility as to the accuracy or completeness of any information relating to foregoing, Lessor disclaims responsibility as to the accuracy or completeness of any information relating to the Leased Premises, whether provided by Lessor or otherwise. Without limiting the foregoing, Lessor makes no representations of any nature regarding the Leased Premises and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Leased Premises, including without limitation, the water, soil and geology, and the suitability thereof and the Leased Premises for any and all activities and uses which Lessee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Land or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, “environmental substances” means the following: (a) any “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks and wells, whether empty, abandoned, capped, uncapped, filled, or partially filled with any substance, (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder. To the fullest extent of the law, Lessee waives and disclaims any cause of action that Lessee may now or hereafter have or obtain against Lessor, its agents, employees or servants arising from the use, occupation or condition of the Leased Premises or the existence of this Agreement.

ARTICLE VII SIGNAGE

Section 7.01 Consent Not Required. Lessee may, at Lessee's own expense, erect, maintain and display signage advertising its business that complies with City of Garland ordinances and state law.

Section 7.02 Removal on Termination. Upon the termination of this Agreement, Lessee shall remove, obliterate or paint out, as the Lessor may direct, all signs and advertising on the Leased Premises, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising. In the event that there is a failure by Lessee to so remove, obliterate or paint out each and every sign or advertising and so to restore the Leased Premises, the Lessor may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to the Lessor on demand.

ARTICLE VIII ASSIGNMENT AND SUBLEASING

Section 8.01 Assignment by Lessee. At no time shall Lessee sublease any portion of the Leased Premises or assign its interests or obligations in this Agreement without the written consent of Lessor. Any such assignment or attempted assignment without Lessor's consent to same shall be void.

Section 8.02 Assignment by Lessor. Lessor may transfer and assign this Agreement to any successor in interest of Lessor to whom the Leased Premises may be sold or assigned; provided that the successor in interest shall execute and deliver to Lessor, with copy to Lessee, an instrument assuming the lawful obligations of Lessor under this Agreement.

ARTICLE IX DEFAULT AND REMEDIES

Section 9.01 Default by Lessee. The following shall be deemed "*Events of Default*" by Lessee under this Agreement:

- (a) Lessee's failure to pay when due any installment of Rent or any other payment required pursuant to this Agreement;
- (b) Lessee shall abandon any substantial portion of the Leased Premises as further set forth in Section 9.03;
- (c) Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee

shall be appointed for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations hereunder;0

(d) Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

(e) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises;

(f) The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder;

(g) Lessee shall fail to comply with its obligations or shall violate the restrictions set forth in ARTICLE IV; or

(h) Lessee fails to comply with any other material term, provision or covenant of this Agreement.

Section 9.02 Termination Upon Lessee's Default. Except for an Event of Default resulting from the filing of a petition in bankruptcy, if an Event of Default by Lessee shall continue for ten (10) days after service of notice of such Event of Default by Lessor to Lessee, Lessor may give notice of its election to terminate this Agreement, and thirty (30) days after service of such notice of election to terminate this Agreement shall cease and terminate as if the day of Lessor's election were the day originally fixed for termination of this Agreement. Such election to terminate by Lessor shall not be construed as a waiver of any claim it may have against Lessee consistent with such termination. If, however, the Event of Default is of such nature that it cannot reasonably be remedied within ten (10) days after receipt of notice by Lessee, and if the Lessee shall have commenced curing such Event of Default within ten (10) days after receipt of such notice, and shall continuously and diligently proceed in good faith to cure such Event of Default, then the period for curing the Event of Default shall be extended for such length of time as is reasonably necessary to cure the Event of Default. Furthermore, if the Event of Default is the result of Lessee filing a petition in bankruptcy, then termination shall not occur unless the trustee in bankruptcy has failed to ratify this Agreement within sixty (60) days following the date of the filing of the petition in bankruptcy.

Section 9.03 Abandonment of Business by Lessee. As set forth above, Lessee agrees that the abandonment for a period of thirty (30) days by Lessee of the conduct of its business activities at the Leased Premises shall be an Event of Default shall terminate Lessee's rights under this Agreement. By so terminating this Agreement, Lessor does not waive any other claim or rights against Lessee. For the purposes of this Section 9.03, the term "abandonment" shall mean the failure of Lessee to be open for business on the Leased Premises except in the case of war, strike, catastrophe or causes beyond Lessee's control.

Section 9.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given

under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor and Lessee to exercise any remedy reserved to it in this Section 9.04, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05 No Waiver of Breach. Lessor's failure or delay in declaring the existence of an Event of Default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of the Lessor to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such Event of Default. A waiver of any particular Event of Default shall not be deemed to be a waiver of the same, similar or any other subsequent Event of Default.

Section 9.06 Expeditious Action. Notwithstanding any provision as to notice in this Agreement herein contained, if in Lessor's reasonable judgment the continuance of any Event of Default by Lessee for the full period of the notice to cure the Event of Default will jeopardize the operation of the Leased Premises or the rights of the Lessor, Lessor may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse Lessor for any reasonable and necessary costs incurred by the Lessor pursuant to this Section 9.06.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01 Force Majeure. Neither the Lessor nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

Section 10.02. No Partnership, Agency, Joint Venture. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, agency or any other relationship between the Lessor and Lessee other than landlord and tenant, respectively.

Section 10.03. Inspection of Lessor. Lessor may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of Lessor's obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things Lessor is obligated to do, or which may be deemed by Lessor necessary or desirable for the proper conduct and operation of the Leased Premises or the protection of Lessor's interests.

Section 10.04. Conformance with Rules and Regulations. This Lease and Lessee's use of the Leased Premises shall be subject to any and all applicable law, ordinances, resolutions, statutes, rules, regulations or orders of any Federal, State or local governmental authority lawfully exercising jurisdiction over the Leased Premises or the activities and business operations of Lessee.

Section 10.05. Notices. Notices provided for in this Lease shall be delivered as set forth in Section 10.06, and the properly addressed as follow:

If to Lessor:

City of Garland
Attn: City Manager
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Facsimile (972) 205-2504

With a copy to:

Office of the City Attorney
City of
Garland
200 N. Fifth Street, 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002

If to Lessee:

ARCOSA Crushed Concrete, LLC
Attn: _____

Facsimile (____) ____-____

The parties may change the representative or address for delivery of notices from time to time by sending written notices to the other party. All notices shall be in writing and effective only upon actual receipt.

Section 10.06 Methods of Delivery. All notices required or permitted to be given hereunder shall be deemed to be duly given: (a) at the time of delivery, if such Notice is personally delivered; or (b) on the third business day after mailing, if such notice is deposited with United States Postal Service, postage prepaid, for mailing via certified mail, return receipt requested; or (c) on the next business day, if such notice is sent by a nationally recognized overnight courier which maintains evidence of receipt; or (d) upon receipt of delivery, if such notice is sent by facsimile transmission with a confirmation copy delivered the following day by a nationally

recognized overnight carrier which maintains evidence of receipt. Notices shall be effective on the date of receipt. If any notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such notice shall be effective on the date delivery is attempted.

Section 10.07 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 five (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.

Section 10.08 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.

Section 10.09 Governing Law and 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. Venue for any cause of action shall be in a court of competent jurisdiction in Dallas County, Texas.

Section 10.10 Severability. If any provision of this Lease is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Lease shall remain valid and binding as though such invalid or unenforceable provision were not included therein.

Section 10.11 Captions. Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent to any provision herein.

Section 10.12 Use of Language. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

Section 10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which constitute but one and the same instrument.

Section 10.14 Entire Agreement: Amendments. This Agreement embodies the entire agreement between the Lessor and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed, modified, discharged or extended, except by written instrument duly executed by Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in this Agreement.

[signature page follows]

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

LESSOR:

THE CITY OF GARLAND, TEXAS
a Texas home-rule municipality

By: _____

Name: _____

Title: _____

LESSEE:

ARCOSA CRUSHED CONCRETE, LLC,
a Delaware limited liability corporation

By: _____

Name: _____

Title: _____



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: September 6, 2022

Item Title: DART Update

Summary of Request/Problem

Council will be updated on DART's services, activities, programs and projects within Garland.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

DART Presentation



DART Briefing to the Garland City Council

Rob Smith
VP Service Planning and
Scheduling, DART
September 6, 2022



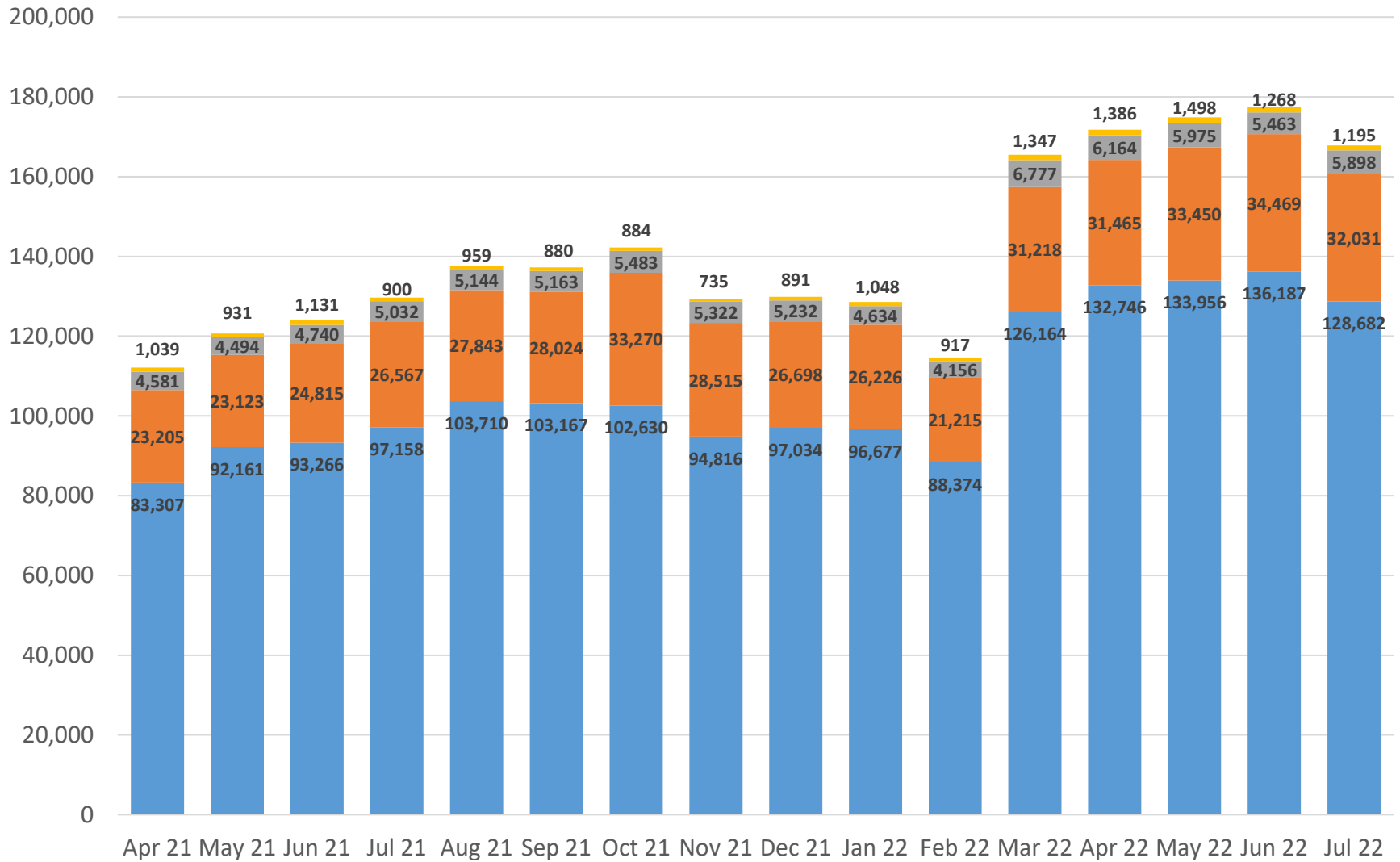
Agenda

- Ridership Update
- Current DART Service in Garland
- New Bus Network Update
- Garland Passenger Amenity Update
- DART Funds for Allocation to Service Area Cities
- 2045 Transit System Plan
- DART/Garland Transit Oriented Development Partnership



Ridership Update

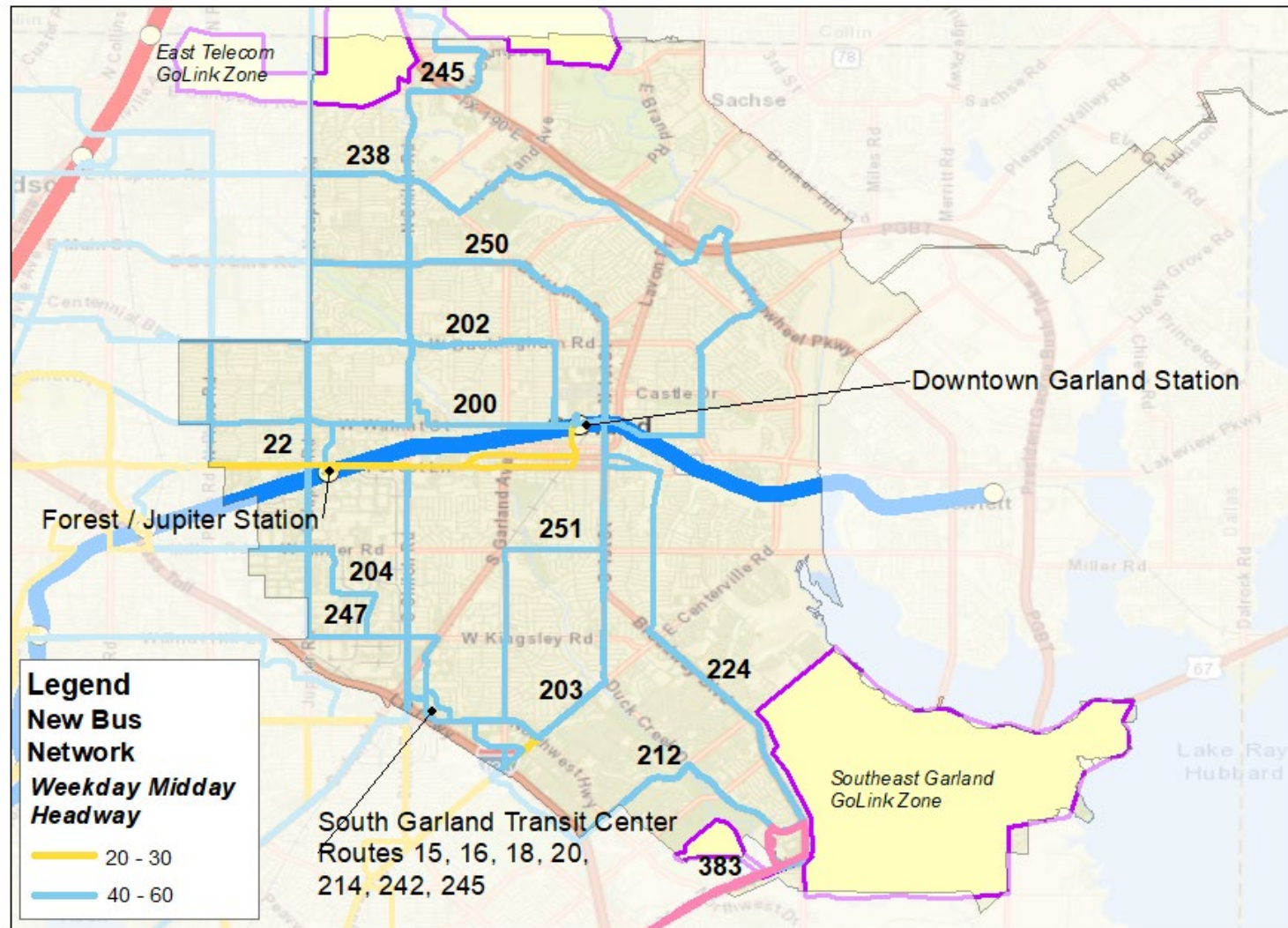
Garland Monthly Ridership



A yellow DART bus with the number 41041 is parked on a city street. The bus has a large advertisement on its side featuring a woman's face and the text "ST. JOHN'S 3-28 2015". The background shows several tall, modern skyscrapers under a blue sky with some clouds. A semi-transparent blue box with a yellow border is overlaid on the image, containing the title text.

Current DART Service in the City of Garland

Garland Current Service Map



Garland DART Service Overview

Current Service Effective Since June 13, 2022

- **1 Light Rail Line**
 - Blue Line: 15-minute peak service and 20-minute midday and early evening service until 10:00 p.m., then every 30 minutes on weekdays
 - 2 Stations: Forest/Jupiter Station and Downtown Garland Station
- **2 Transit Centers:**
 - South Garland and Lake Ray Hubbard
- **19 Bus Routes**
 - Route 15, 16, 18, 20, and 22 are operating with temporary adjustments due to staffing shortages, and currently operate every 20 minutes in the peak periods and every 30 minutes in the middle of the day
 - 11 routes operating every 30 minutes in the peak periods and every 40 minutes in the middle of the day: 200, 202, 203, 204, 212, 214, 224, 238, 242, 245, 247, 250, 251
 - Route 383 Express service between Lake Ray Hubbard and Downtown Dallas operating during weekday peak periods every 20 minutes
- **2 GoLink Zones within Garland**
 - Southeast Garland
 - East Telecom



New Bus Network Update

Background

- On January 24th DART implemented a completely re-designed bus network with feedback from DART cities' staff and community
- The New Bus Network is the most significant change to bus service in DART's history
- Along with the redesign, services on bus and light rail were restored to pre-pandemic levels
- Work on the redesign started in October 2019, and continued through the pandemic

Improved Access and Coverage

Key measure of new network performance:
increase in jobs accessible by transit within 60 minutes travel

Average improvement in jobs reachable within 60 minutes by transit:
+34%

Access improves for every socioeconomic and demographic group

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

Improved overall service coverage

Temporary Service Adjustments

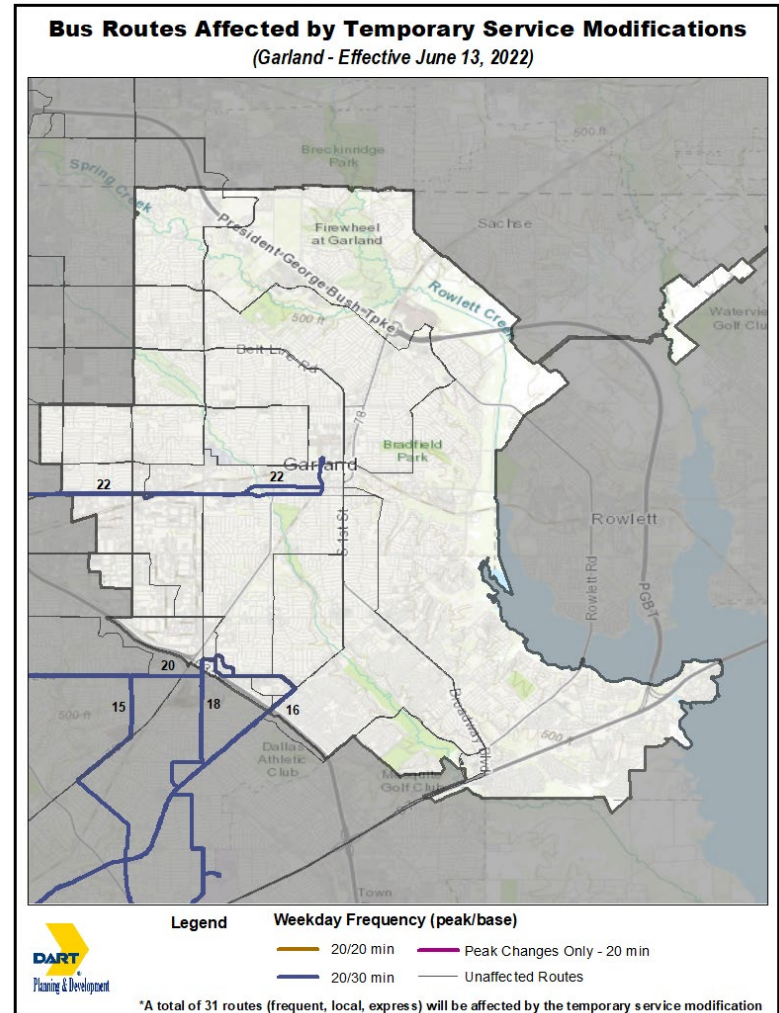
Garland Services Affected

- Like many companies throughout the US, DART has faced a series of labor shortages over the past two years
- We designed and implemented the new network, but did not anticipate that labor shortages would have the impact we have seen
- Shortages are causing missed service throughout the bus system
- As a result, we have made the very difficult decision to temporarily adjust service on June 13th, 2022
- The goal of the changes is to help with missed connections, getting people to work on time, and responding to the customer feedback we've received

Temporary Service Adjustments

Garland Services Affected

- On June 13th, 31 bus routes had schedule adjustments:
 - 15-minute service switched to 20-minute service
 - Some 20-minute service switched to 30-minute service midday and early evenings
- 5 out of 19 Garland bus routes were affected by these adjustments, including routes 15, 16, 18, 20, and 22
- Garland service should be more reliable after the June changes
- Adjustments may continue until January 2023
- As we build the workforce we will re-evaluate and adjust if possible



Phase Two: Five Year Service Plan

January changes form the baseline of the New Bus Network, and are the first steps in the process

DART is starting work on a Five Year Plan for additional improvements beyond January

Expected Plan completion this year

Possible changes include: additional frequency improvements, speeding up bus operations, etc.

Bus Operator Hiring

- **Increased Starting Wage**
 - \$ 21.13/hr
- **Launch of Bus Operator Incentives**
 - Employee Referral and Sign-on Bonus
 - Announced in English and Spanish on DART.org
- **Updated Agreement with Univision**
 - Television, Radio, and Digital opportunities
- **Establish Partnerships with Local CDL and Trade/Technical Schools**
- **Biweekly hiring events and increased visibility at community Job Fairs**
- **On the spot interviews and hiring**
- **Expedited hiring process**



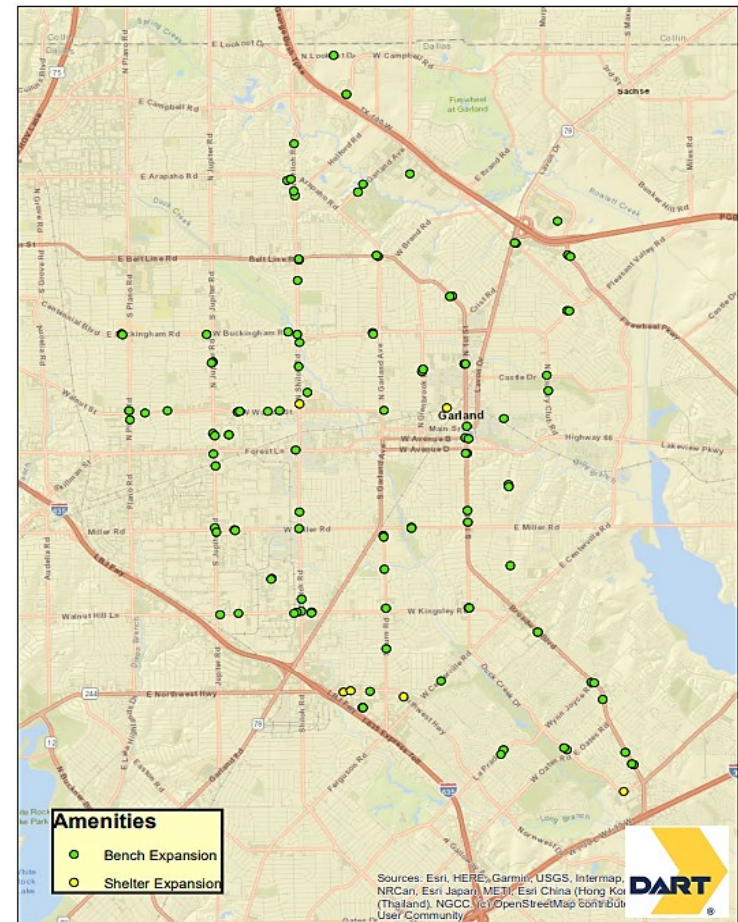
A yellow and white Garland Transit bus is parked on a city street. The bus has the number 41041 on its side and a large advertisement on its side. In the background, there are several tall, modern skyscrapers under a blue sky with some clouds. The entire image has a light blue overlay.

Garland Passenger Amenity Update

Garland Passenger Amenity

- Garland currently has nearly 700 bus stops: 42 have shelters and 107 have benches installed
- Based on the new DART service standards approved in November 2021, there are an additional 108 stops qualifying for a bench and 7 stops qualifying for a shelter in Garland
- Staff is currently working on a phasing plan that will allow for amenities to be equitably installed within the service area cities
- Bus shelter standard redesign upcoming to incorporate rider input and the latest advancements in materials, design and technology

Amenity Expansion Program
Garland





DART Funds for Allocation to Service Area Cities

FY 2023 Service Area Cities Distributions

- The Federal government provided operating funds during COVID, which DART used entirely according to federal guidelines for COVID-related supplies and cleaning as well as regular operating expenses and to replace fare revenue. As a result, DART did not spend all sales tax collections.
- On August 23, the DART Board directed that half, or **\$214.3M**, of the **\$428.5M** DART received in FY 2021 and FY 2022 be distributed to the cities.
- Further, the Board directed that the balance, **\$110.3M**, in DART's Mobility Assistance and Innovation Fund will be used to provide on an equitable basis enhanced security, cleanliness, and reliability of the DART system, which are high priorities for the service area cities.

Uses of Service Area City Distributions

Will be defined in the ILA to be used for the public transportation system or for "complementary transportation services," which include:

- special transportation services for a person who is elderly or has a disability
- medical transportation services
- assistance in street modifications as necessary to accommodate the public transportation system
- any other service that complements the public transportation system, including providing parking garages

In addition, cities are encouraged to work with DART and the North Central Texas Council of Governments to leverage additional funds and partnerships for greater impact

Timeline for Implementation

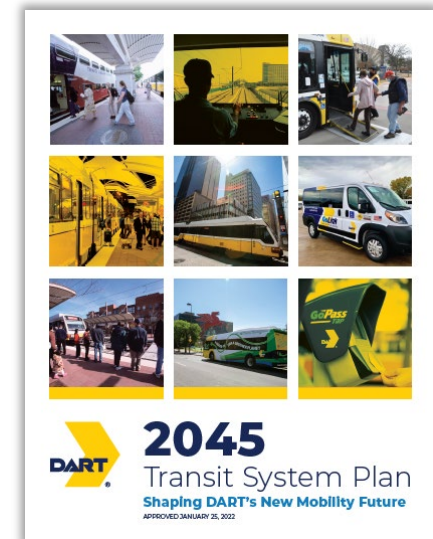
- September 8: DART staff meets with service area cities to review the budget and financial plan, and to begin discussions about parameters for the service area cities distributions, including the apportionment methodology
- September 27: DART Board provides final approval of the FY 2023 budget and 20-year financial plan
- By the end of September: DART staff draft template interlocal agreement establishing the parameters for the service area cities distributions
- October - December: Briefings for the DART Board and service area cities; recommend a Board action to approve a “parameter ILA” and authorize staff to finalize individual ILAs to ensure materially consistent terms across municipalities
- Thereafter: Finalize and implement the ILAs with each municipality; regular briefings to the Board



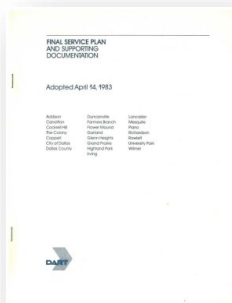
Looking Ahead 2045 Transit System Plan

2045 Transit System Plan

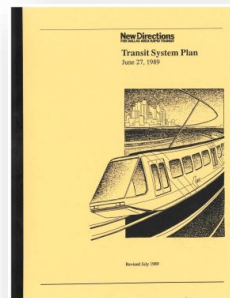
- Vision for future transit mobility
- Strategic guide to improve bus, rail, and other mobility programs to serve riders and accommodate growth
- Policy and planning guidance
- **Approved January 2022 – available at www.DART.org/2045**



1983



1989



1995



2006



DART 2045 Transit System Plan

The 2045 Transit System Plan is shaping DART's new mobility future through strategic improvements and investments to create a more accessible, sustainable, and reliable system. The System Plan Map illustrates our committed transit network. The five plan themes on this map highlight key goals that will guide enhancements to our system in the future.

Rider Experience

Focus on access, safety/security, customer information, and system enhancements to improve rider experience

- Enhance pedestrian access to transit
- Expand bus stop amenities
- Strengthen safety and security
- Timely communications to riders

Mobility & Innovation

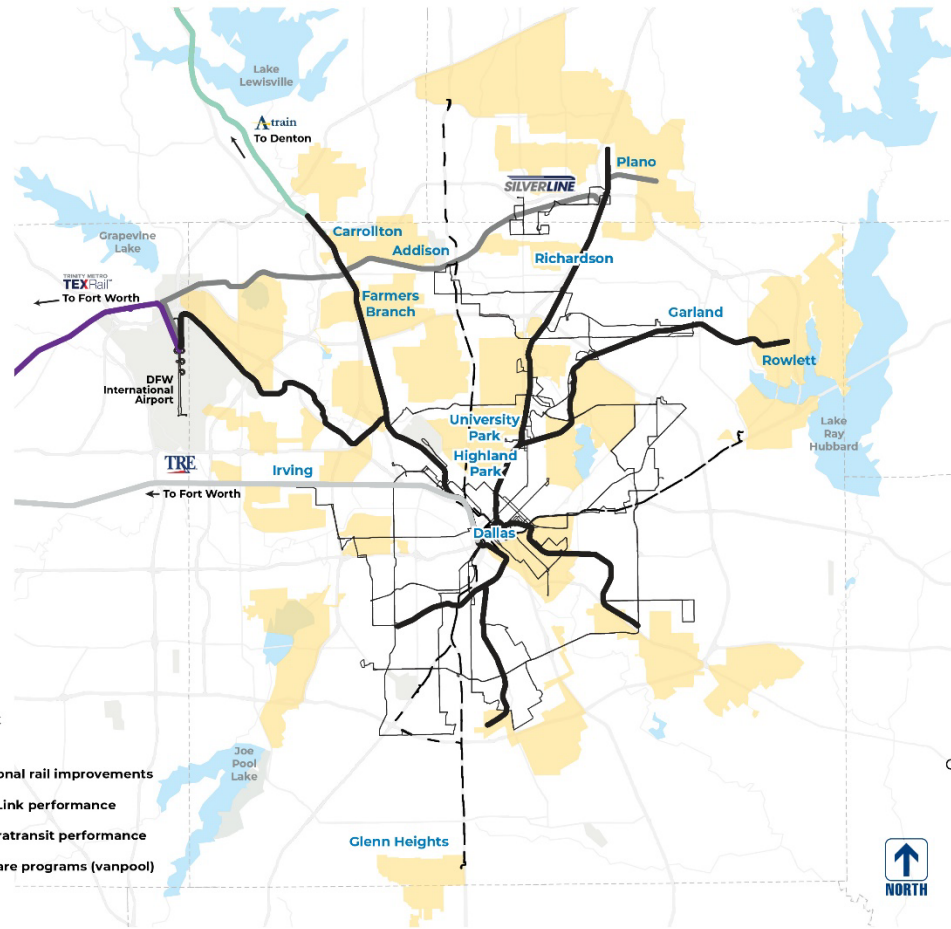
Advance mobility options through innovation, technology, and customer initiatives

- "Mobility as a Service" innovations to improve rider experience
- Advance pilot programs to test new technology
- Increase multimodal connectivity with mobility hubs
- Continue enhancing GoPass® with innovative features
- Explore fleet and facility options to support air quality and climate action goals

Service and Expansion

Target service improvements and system expansion to support an equitable and sustainable network

- Maintain state of good repair
- Implement new bus network (DARTzoom)
- Promote transit signal priority
- Develop future bus rapid transit (BRT)
- Expand express bus network
- Enhance and optimize light rail system
- Study potential high-capacity corridors
- Explore regional rail improvements
- Evaluate GoLink performance
- Optimize paratransit performance
- Grow rideshare programs (vanpool)



LEGEND (As of January 2022)

- LIGHT RAIL NETWORK
- CORE FREQUENT BUS NETWORK
- EXPRESS BUS
- GOLINK ZONES
- SILVER LINE REGIONAL RAIL (2024)
- TRE REGIONAL RAIL (DART/TRINITY METRO)
- A-TRAIN (DCTA)
- TEXRAIL (TRINITY METRO)

Note: Local bus network is too detailed for this map. Please visit www.dart.org.

Land Use and Economic Development

Integrate land use and transit planning to grow ridership and create transit-oriented development (TOD)

- Coordinate pedestrian and non-motorized enhancements
- Increase transit ridership through coordinated land use planning and development
- Enhance value of DART property by design and accommodate future TOD
- Contribute to economic vitality and housing and employment options

Collaboration

Collaborate with public and private partners on transit supportive programs, policies, and projects

- Advance transit supportive funding programs and policies
- Reflect DART interests in regional and state plans
- Collaborate on local plans to support transit
- Collaborate with agencies on transit access, equity, resiliency, and air quality initiatives
- Engage the public, private sector, and community organizations to support transit

Rider Experience

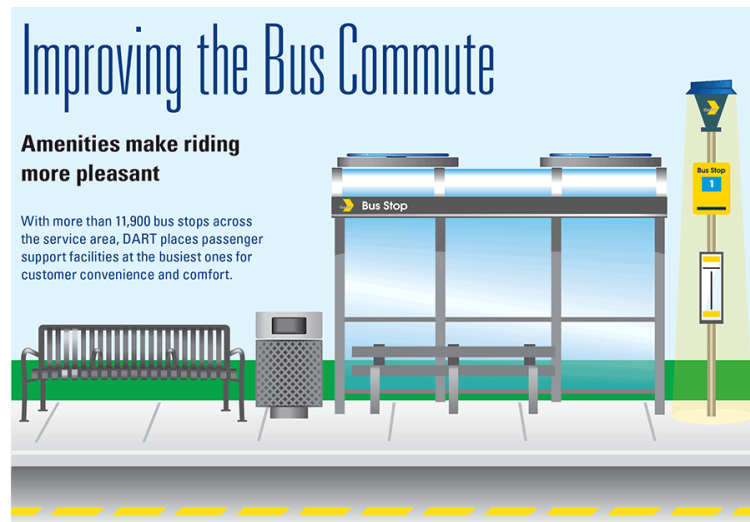
- Expand funding for bus stop amenities for local and Core Frequent bus routes
- Working on bus shelter redesign effort in collaboration with UT Arlington and AIA Dallas
- Customer experience vision in development

GOAL 2

EXPAND BUS STOP AMENITIES FOR LOCAL BUSES, CORE FREQUENT BUS ROUTES, AND FUTURE BUS RAPID TRANSIT (BRT) FOCUSING ON THOSE BENEFITTING RELIANT AND TASK RIDERS

ACTION 2.1 Develop and regularly update a multi-year program to implement and replace bus stop amenities per DART Service Standards

ACTION 2.2 Review advancements in bus stop and shelter design, materials, customer information, and technology and conduct rider preference surveys/focus groups



Service & Expansion

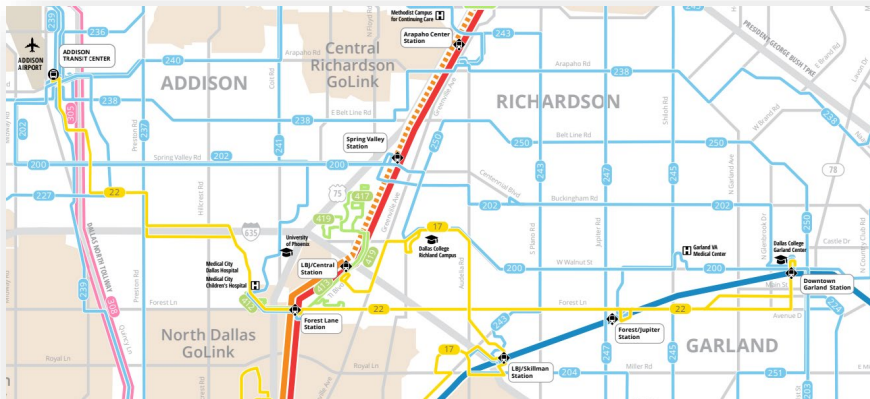
GOAL 3

PROMOTE TRANSIT PRIORITY WITHIN KEY BUS CORRIDORS TO ENHANCE OPERATIONAL EFFICIENCY AND INCREASE RIDERSHIP

GOAL 4

DEFINE AND DEVELOP BUS RAPID TRANSIT (BRT) CORRIDORS THAT APPEAL TO EXISTING RIDERS, ATTRACT NEW RIDERS, AND SUPPORT MAJOR JOB CENTERS

- Bus Corridor Improvement Program to be initiated in FY23 for frequent routes including Route 22 in Garland
 - ✓ Investment levels may vary by route and can be phased
 - ✓ Focus is to improve speed and reliability
 - ✓ Identify subset for possible BRT
- Opportunity to brand and support these corridors with infrastructure and facility improvements in collaboration with cities



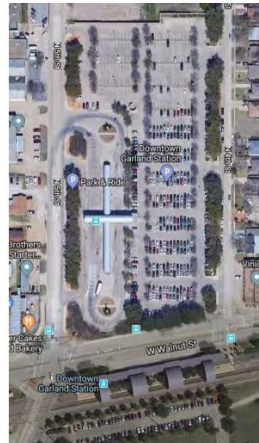
Land Use & Economic Development

GOAL 2

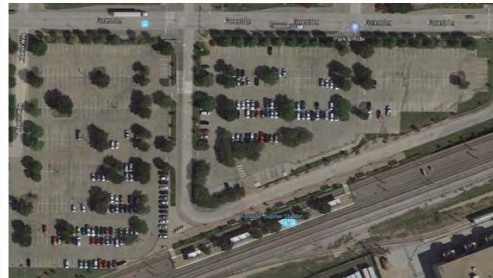
INCREASE TRANSIT RIDERSHIP THROUGH COORDINATED LAND USE PLANNING AND QUALITY DEVELOPMENT

- Transit Oriented Development opportunities

Parking Lot Occupancy Rates



Downtown Garland Station



Forest/Jupiter Station



Lake Ray Hubbard Transit Center



South Garland Bus Transit Center

Downtown Garland Station— 63% parking utilization

Forest/Jupiter Station— 18% parking utilization

Lake Ray Hubbard Transit Center— 40% parking utilization

South Garland Transit Center— 8% parking utilization

A yellow DART bus with the number 41041 is parked on a city street. The bus has a large advertisement on its side featuring a woman's face and the text "ST. LOUIS 3-2-1". The background consists of several tall, modern skyscrapers under a blue sky with scattered clouds. The entire image has a light blue tint.

DART/Garland Transit Oriented Development

DART and Garland TOD Memorandum of Understanding

- DART and Garland executed a non-binding Memorandum of Understanding on April 9, 2021 (“MOU”), agreeing to collaborate and jointly work towards creating one or more cohesive, sustainable, vibrant, livable transit-oriented developments (“TOD”) around the DART Transit Stations and Transit Centers, including the South Garland Transit Center.
- The DART-Garland MOU envisioned a major mixed-use transit-oriented development project which will require final revisions of the Envision Garland Development Plan, additional land acquisition, infrastructure improvements, and public amenities in the target area, which includes the South Garland Transit Center

DART–Garland TOD Study: Lake Ray Hubbard TOD

Existing Lake Ray Hubbard Transit Center



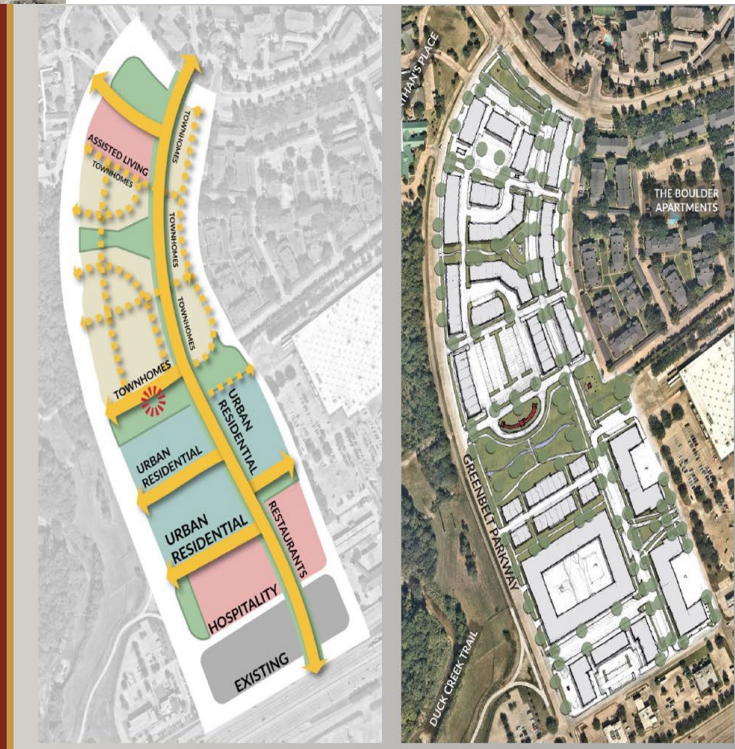
Future Concept

DEVELOPMENT CONCEPT 2



GARLAND

Kimley»Horn



DART - Garland – RTC Agreement

- The City of Garland and the Regional Transportation Council (RTC) collaborated on the design for the new I-635 East interchange at Garland Road, saving over \$30 million on the highway project
- In return for Garland's cooperation on the design, which impacted Garland's future development plans for that area, the RTC agreed to provide \$15 million in grant funding to assist Garland in implementing its Envision Garland Plan
- The Envision Garland Plan includes the South Garland Transit Center plus other surrounding property



DART – Garland – RTC Agreement

(continued)

- The RTC commitment for \$15 million would be from FHWA funding not allowable for a Transit Oriented Development (TOD) project
- Under the Regional Cooperative Funding Partnership, the RTC would commit \$15 million to DART use in funding the Silver Line, which is already fully funded within the DART financial plan
- This new \$15 million grant to DART would allow DART to reallocate its local funding for the Silver Line to Garland for implementation of the Envision Garland Plan as envisioned in the DART-Garland MOU for TOD
- DART funds offer the flexibility needed for Garland to implement its Envision TOD Plan

Thank you



let's go.



DART.org



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: September 6, 2022

Item Title: 2019 Bond Program - Status Update

Submitted By: Laura Dunn, Capital Project Management Director

Summary of Request/Problem

Staff will brief Council on the progress to date in implementing the 2019 Bond Program.

Recommendation/Action Requested and Justification

For informational purposes only.

Attachments

Project Status Updates

Status Briefing Presentation



2019 Bond Program

Status as of August 2022

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 A -- Streets and Transportation												
Holford Road (PGBT to City Limits) - Segment A	✓	✓	✓	✓								
Holford Road (Naaman Forest Blvd. to PGBT) - Segment B	✓	✓	✓	✓								
Holford Road (Arapaho to Naaman Forest) - Segment C												
Shiloh Road (Kingsley to Miller)	✓	✓										
Leon Road (S. Garland Ave. to McCree)												Project pushed out to 2028+
Naaman School Road (Brand to SH78)	✓	✓	✓	✓								
Lyons Road (IH30 to Guthrie)												Project pushed out to 2028+
Bottleneck Improvements Program												
Broadway Blvd @ IH30 - Pkg. 1	✓	✓	✓	✓	✓	✓						
Garland Ave @ SH190 - Pkg. 1	✓	✓	✓	✓	✓	✓						
Campbell @ SH190 - Pkg. 1	✓	✓	✓	✓	✓	✓						
Forest @ Jupiter - Pkg. 1	✓	✓	✓	✓	✓	✓						
Apollo/Spring Creek @ Garland Ave - Pkg. 2	✓	✓	✓	✓								
Buckingham @ Plano Rd. - Pkg. 2	✓	✓	✓	✓								
Arapaho @ Shiloh - Pkg. 3	✓	✓	✓	✓								
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												
New Traffic Signal Installations												
Railroad Crossing Improvements												
Paving of Unimproved Alleys												
Proposition B -- Public Safety												
Police Property and Evidence Building	✓	✓	✓	✓	✓	✓	✓	✓				
Fire Station No. 6	✓	✓	✓	✓	✓	✓						Groundbreaking - September 2022
Fire Station No. 1	✓	✓										
Fire Station No. 7												Initiate Design - 1Q2023
Range Improvements	✓	✓	✓	✓								
Simunitions Training Facility	✓	✓	✓	✓								
Police Station Security Improvements												Multiple projects being implemented over time



2019 Bond Program

Status as of August 2022

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 C -- Drainage and Flooding												
Country Club Park Estates Drainage Improvements	✓	✓	✓	■								
Garvon West Industrial Park Drainage Improvements	■											Project pushed out to 2028+
Lakewood Addition Drainage Improvements	■											Project pushed out to 2028+
Western Heights No. 4 Drainage Improvements	■											Project pushed out to 2028+
Montclair No. 2 and No. 3 Drainage Improvements	✓	✓	■									
Saturn Springs Estates Drainage Improvements	✓	✓	■									
Programs												
Drainage Improvements (prior to street replacement)											■	
Drainage Participation Program											■	
Local Flooding Program											■	
Flood-Prone Properties Fund											■	
Proposition D -- Parks and Recreation												
Audubon Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓	■			
Holford Recreation Center and Aquatic Facility	✓	✓	✓	✓	■							Facility closing to the public for renovations 9/30/22
Hollabaugh Recreation Center	✓	✓	✓	✓	✓	✓	■					Groundbreaking September 2022
Garland Senior Activity Center	✓	■										
Sports Field Lighting at Winters Park Soccer	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Rick Oden Park Improvements	✓	✓	✓	✓	✓	✓	■					Ph. 1 opening October 2022; Ph. 2 underway
Surf & Swim Regional Aquatic Facility	✓	■										
Embree Park Splash Pad & Restroom	✓	✓	✓	✓	✓	✓	■					
Rosehill Linear Park	✓	✓	■									
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	✓	✓	✓	✓	✓	✓	✓	■				Opening Sept 2022
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)	✓	✓	✓	✓	✓	✓	■					



2019 Bond Program

Status as of August 2022

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			
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	✓	✓	✓	✓	✓	✓	✓					Opening soon
Bradfield Park Concessions/Restroom	✓	✓	✓	✓	✓	✓	✓					
Holford Park Concessions/Restroom	✓	✓	✓	✓	✓	✓	✓					Opening soon
Central Park Concessions/Restroom (2 Buildings)	✓	✓	✓	✓	✓	✓	✓					
Shade Structures (Bradfield, Carter, Central, Groves, Holford)	✓	✓	✓	✓	✓	✓						
Central Park Baseball & Football Lighting	✓	✓	✓	✓	✓	✓	✓					
Park System Parking and Park Roads												
Bill Cody Park	✓	✓	✓	✓	✓	✓						
Duck Creek O'Banion	✓	✓	✓	✓	✓	✓	✓					
Central Park (Baseball, Granger Rec Center)	✓	✓	✓	✓	✓	✓						Construction starting Fall 2022
Embree Park	✓	✓	✓	✓	✓	✓						
Cullom Park	✓	✓	✓	✓	✓	✓	✓					
Tinsley Park	✓	✓	✓	✓	✓	✓						
Duck Creek Greenbelt	✓	✓	✓	✓	✓	✓	✓					
Gatewood Pavilion & Parking	✓	✓	✓	✓	✓	✓						2004 and 2019 Bond Programs
Proposition E -- Libraries												
Walnut Creek Branch Library	✓	✓	✓									
Central Library	✓	✓	✓									
South Garland Branch Library												Initiate Design - 1Q2023
North Garland Branch Library												Initiate Design - 1Q2023
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 August 2022

Project / Program Name	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)	Notes / Next Milestone
Hwy 66 Turn Lane (Tuckerville Park Entrance)	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Gale Fields Recreation Center	✓	✓	✓	✓	✓	✓	✓	✓	✓		Opened on Nov. 8, 2021
Granger Annex, Phase 2	✓	✓	✓	✓	✓	✓	✓				
Tuckerville Park Development, Phase 1 Tennis Complex	✓	✓	✓	✓							
Skating/Skateboard Facility	✓	✓	✓	✓	✓	✓	✓				Opening anticipated - October 2022
Playground Improvements (2004 Bond)	✓	✓	✓	✓	✓	✓	✓	✓	✓		
John Paul Jones Park	✓										Awaiting grant agreement / federal authorization
Garland Heights/Freeman Drainage	✓	✓	✓								
Classic and Yale Drainage	✓	✓	✓								
Meadowcreek Park Drainage	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Shady Lane Channel Reconstruction	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Miller Road - Saturn Road to Glenbrook Drive Drainage	✓	✓	✓	✓	✓	✓	✓				Delayed; it will be rebid to add left turn lanes and 8-foot sidewalks
Bridge Rehabilitation, Group C	✓	✓	✓	✓	✓	✓	✓				
Fifth Street Drainage Outfall - Miller Road to Avenue D, Phase B	✓	✓	✓	✓	✓						
Callejo Road - Botello Drive to Campbell Road	✓	✓	✓	✓	✓						
Chaha Road - IH 30 to Lake Ray Hubbard Parkway	✓	✓	✓	✓	✓						Pre-Final Plans, Preparing Bid documents
Shiloh Road - IH 635 to Kingsley	✓	✓	✓	✓	✓	✓	✓	✓	✓		Ribbon cutting in August 2022
Bobtown Road - Rowlett to Waterhouse	✓	✓	✓	✓	✓	✓	✓				95% Complete



2019 Bond Program Update

City Council Work Session

September 6, 2022



»»» 2019 Bond Program



PROPOSITION A:
Streets
\$122,250,000



PROPOSITION E:
Libraries
\$21,000,000



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



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



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



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



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



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

»»» Highlights

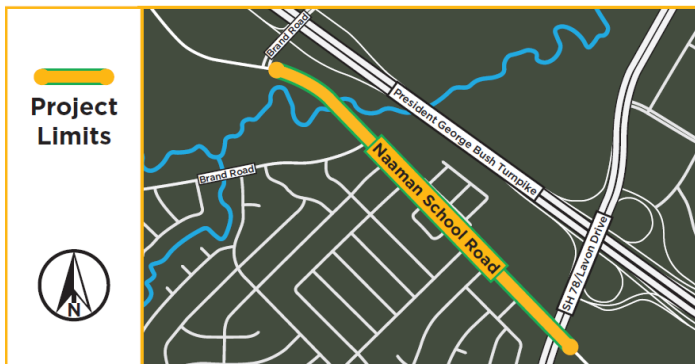
- Garland Police Property Room – opened August 1st
- Contracts Recently Awarded
 - Bottleneck Improvements (Package 1) – construction
 - Fire Station No. 6 – construction
 - Fire Station No. 1 – design
 - Gatewood Pavilion – construction
 - Playgrounds (Package 3) and Splash Pads – construction
 - Hollabaugh Recreation Center – construction
 - Surf 'n Swim – design (Sept. 2022)



Garland Police Property Room

Naaman School Road (Brand to SH78 / Lavon) and Holford Road - Segment A (PGBT to City Limits)

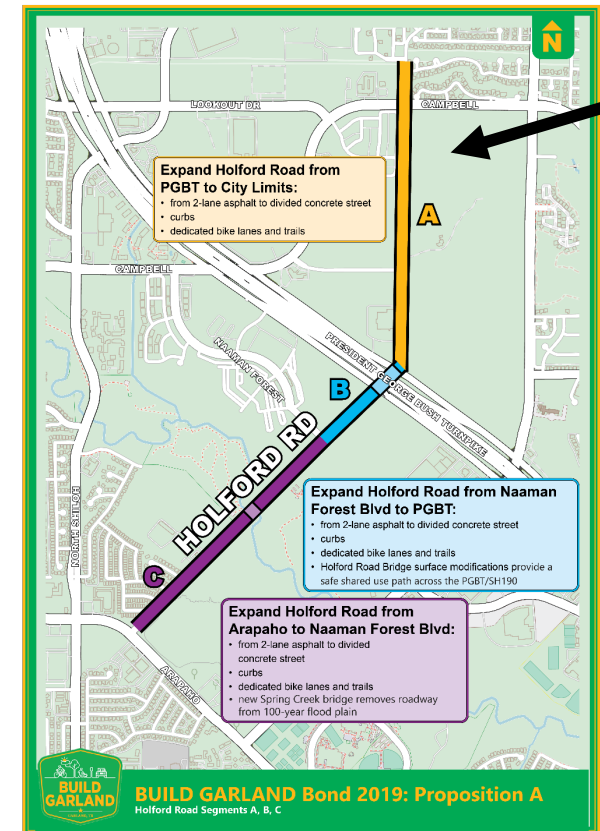
Naaman School Road



Top: Naaman School Road concept plan
Bottom: Naaman School Road project map

- Both projects are currently in the final design submittal phase
- Franchise utility locations – underway
- Design completion and bidding for construction—anticipated Fall 2022
- Construction – anticipated to start Spring 2023

Holford Road - Segment A



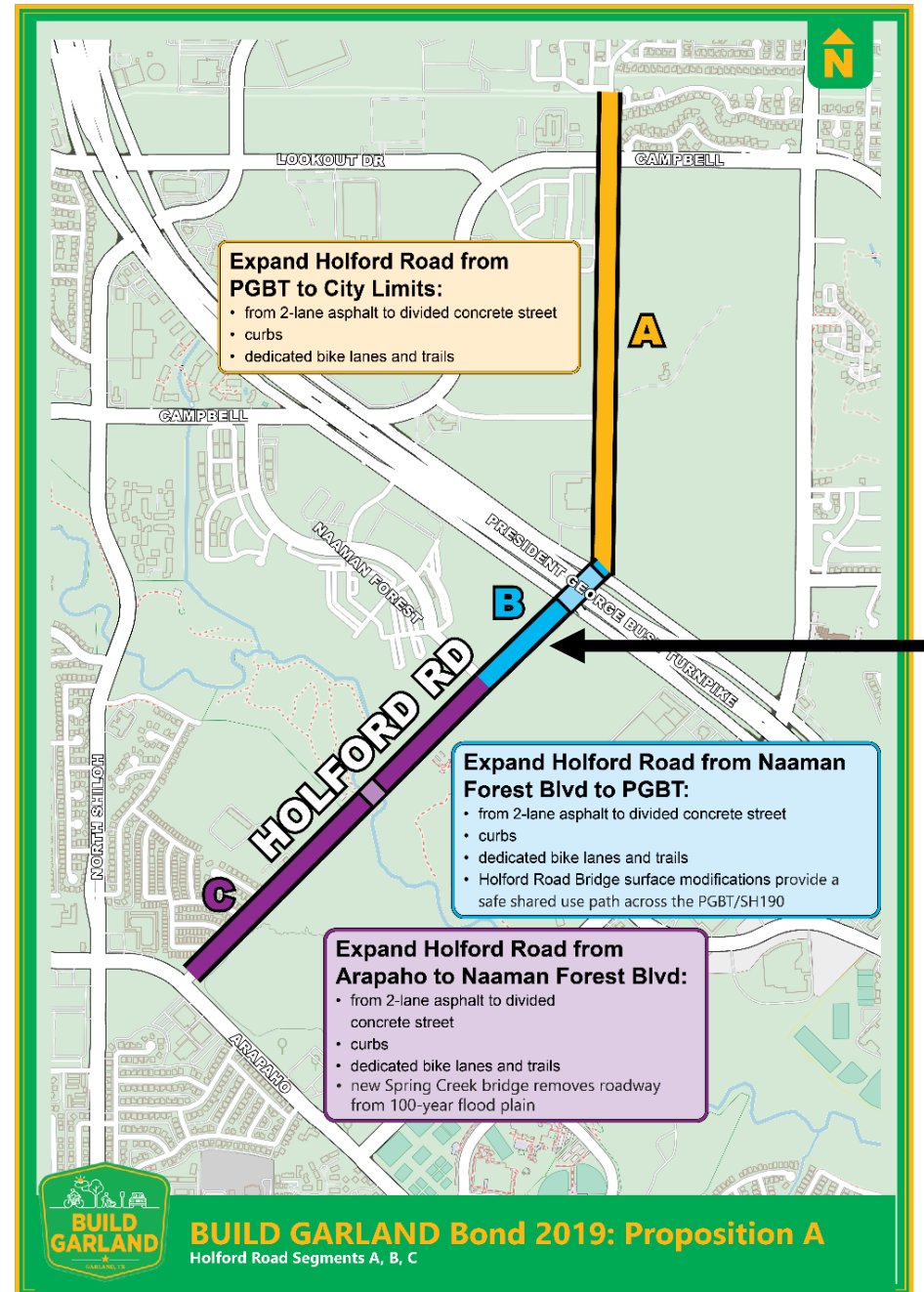
Holford Road project map



Streets and Transportation

Holford Road – Segment B (Naaman Forest Blvd. to PGBT)

- ✓ 60% design submittal
- 90% design submittal – anticipated Fall 2022
- Bidding for Construction – anticipated to start Spring 2023

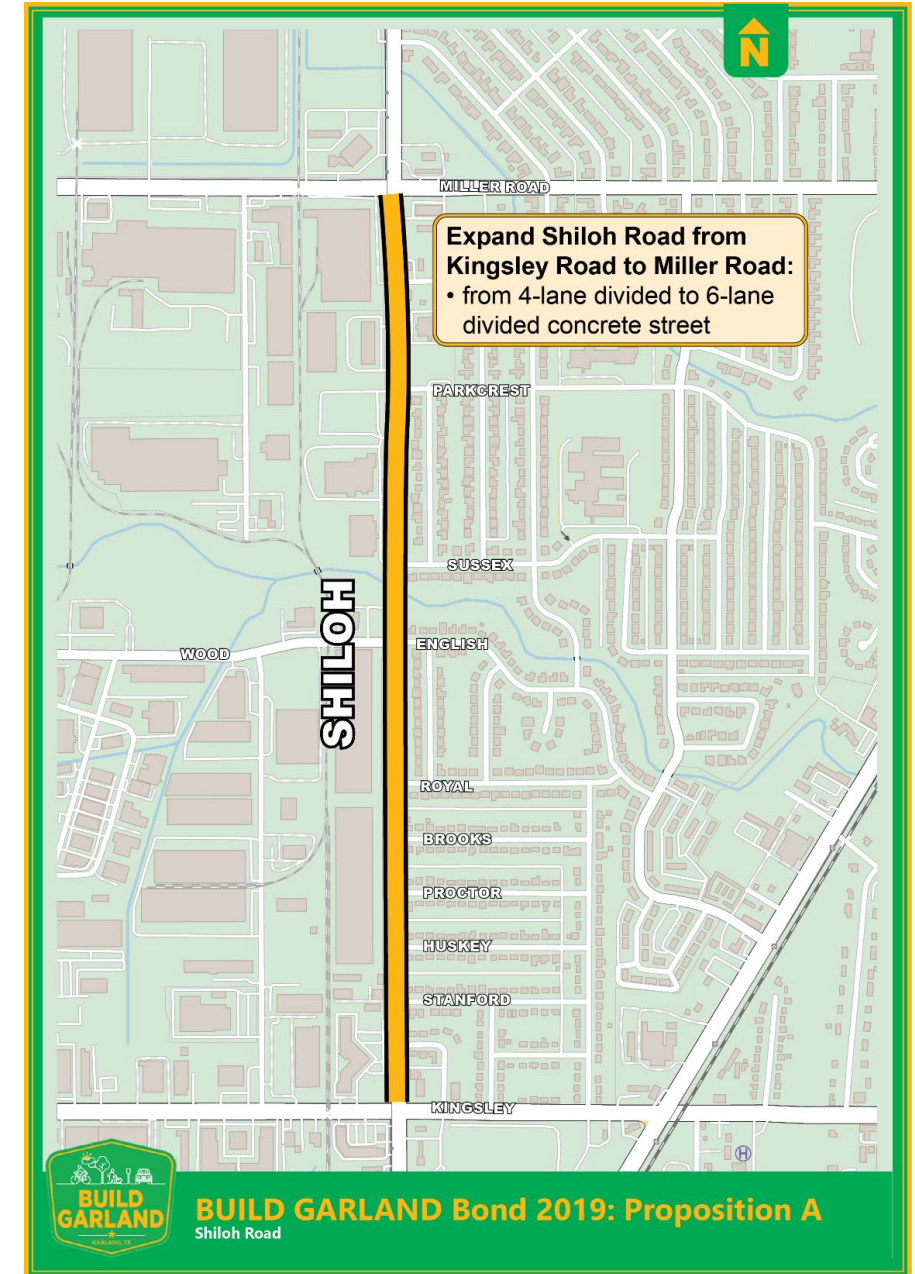




Streets and
Transportation

Shiloh Road (Kingsley to Miller)

- ✓ Roadway alignment – approved
- ✓ Design contract award – approved May 2022
- ✓ Advanced Funding Agreements – approved April 2022
- 30% design submittal – anticipated Fall 2022





Streets and
Transportation

Bottleneck Improvements Program

Package 1

- ✓ Design – complete
- ✓ Bidding for Construction – complete
- Construction – underway

Package 2

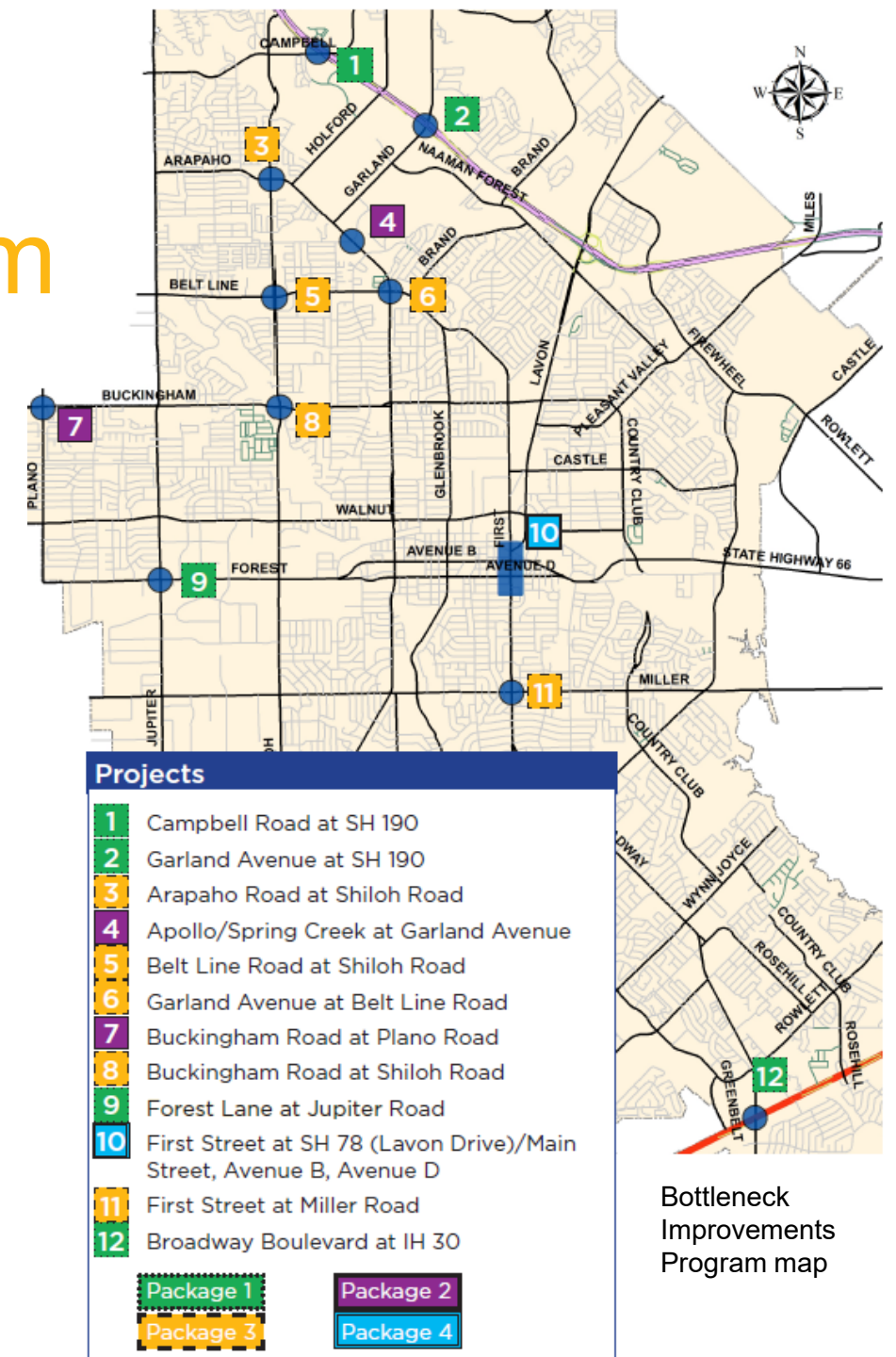
- ✓ Design – complete
- Bidding for Construction – anticipated to start Fall 2022

Package 3

- ✓ Design – complete
- Bidding for Construction – anticipated to start Winter 2022-23

Package 4

- 60% design submittal – underway
- Coordinating with Commercial Corridor Revitalization





Streets and
Transportation

Downtown Square and Surrounding Infrastructure

State Street looking
toward Fifth



Fifth Street at Main Street



Parks and
Recreation

Downtown – Broader Area Streetscapes



Crosswalks at Seventh and Austin Streets



Streetscapes along State Street
(Seventh to Sixth Streets)



Streetscapes along Seventh Street (State to Main Streets)



Streetscapes along Main Street
(Fifth to Sixth Streets)



Public Safety

Fire Stations

Fire Station No. 6

- ✓ Design – complete
- ✓ Construction contract – awarded July 2022
- Groundbreaking – September 2022
- Construction – anticipated to take 14-16 months

Fire Station No. 1

- ✓ Design – contract awarded July 2022
- Design – initiated

Fire Station No. 7

- Design – initiating in Spring 2023



Fire Stations Map



Drainage and
Flooding

Proposition C

Country Club Park Estates

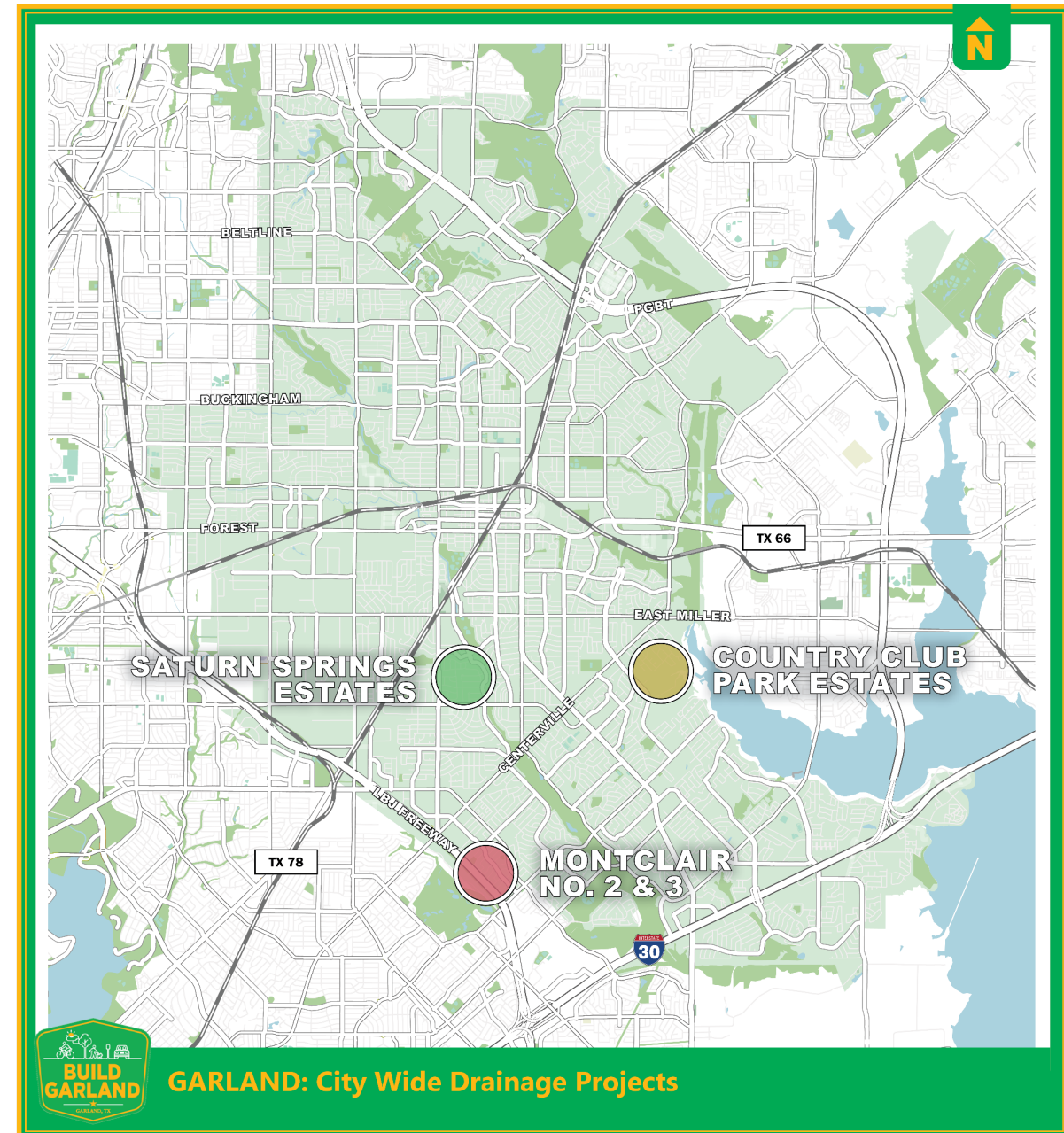
- ✓ 30% design submittal – complete
- 60% design submittal – underway, anticipated Fall 2022
- Construction anticipated Summer 2023

Montclair No. 2 & 3

- 30% design submittal – underway, anticipated Fall 2022
- Construction anticipated Fall 2023

Saturn Springs Estates

- 30% design submittal – underway, anticipated Fall 2022
- Construction anticipated Spring 2024



Drainage and Flooding projects map



Rick Oden Park Improvements

Parks and
Recreation

Phase 1

- Construction – underway, nearing completion
- Grand opening – anticipated October 2022

Phase 2

- Construction underway – completion anticipated Summer 2023



Rick Oden Park skate park construction progress August 2022



Rick Oden Park,
restroom construction
progress August 2022



Parks and
Recreation

Garland Senior Activity Center

- Design award – anticipated Fall 2022
- Demolition of existing building – anticipated September 2022
- Site feasibility evaluation - in progress





Parks and
Recreation

Playground Replacement Program

1

- ✓ Bob Hall Park
- ✓ Lou Huff Park
- ✓ Douglas Park
- ✓ Oaks Branch Park
- ✓ Duck Creek Greenbelt
- ✓ Dorfman Park
- ✓ Harold R. Bisby Park
- ✓ Grissom Park
- ✓ Edward White Park

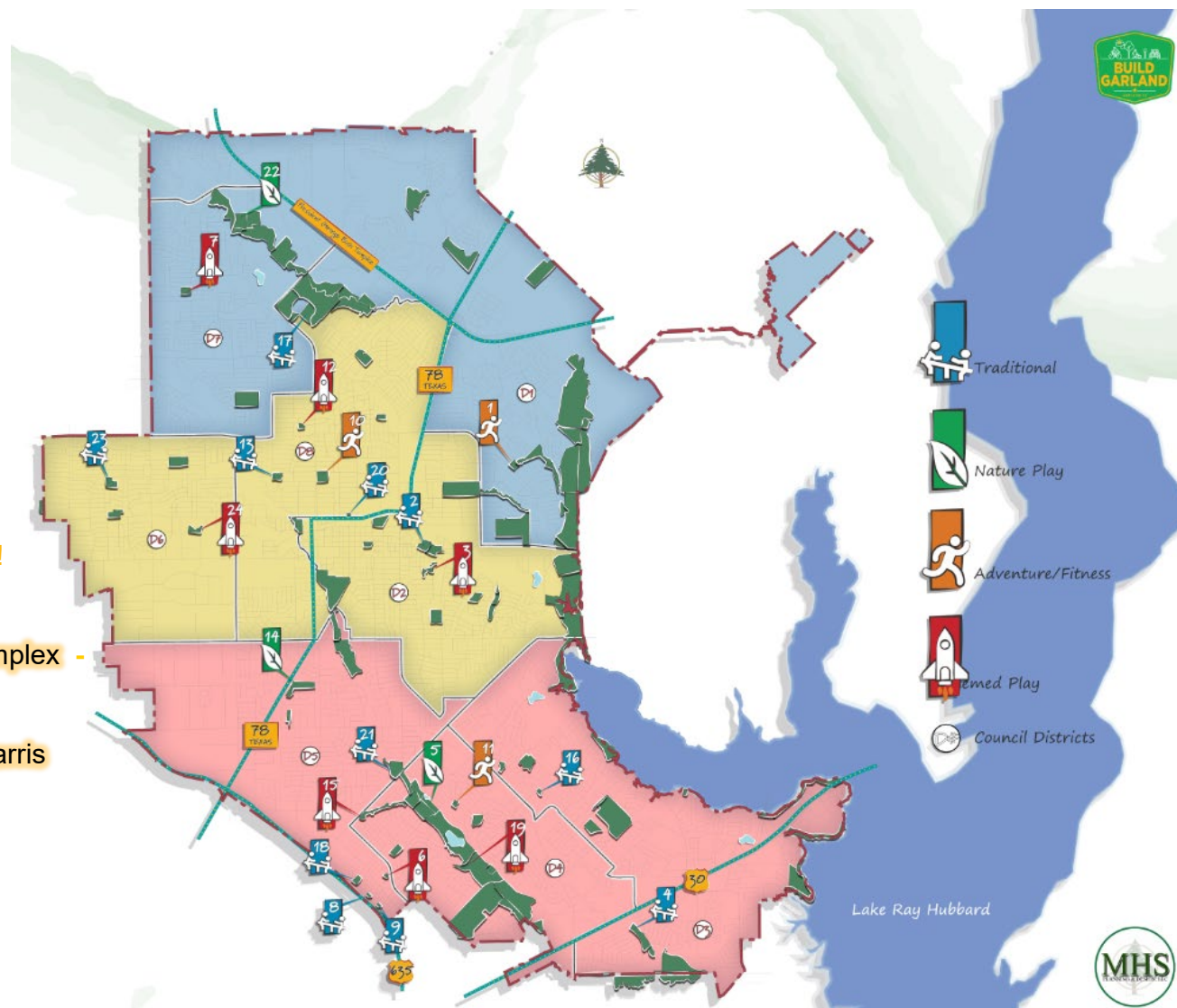
2

- ✓ John J. Cullom Park
- ✓ Peavy Park
- ✓ Alamo Park
- ✓ Winters Softball Complex
- ✓ Meadowcreek Branch Park
- ✓ Betsy Ross Park
- Independence Park – **Coming Soon!**

3

- Armstrong Park
- M.G. (Jerry) Carter, Sr. Softball Complex -
- Woodland Park
- Lon L. Wynne Park*
- Spring Creek Greenbelt - Fred E. Harris
Section
- Lottie Watson Park*
- Montgomery Park*
- Tinsley Park
- Yarborough Park

*Park includes additional improvements





Parks and
Recreation

Playground Replacement Program



John J. Cullom Park Playground rendering



Peavy Park Playground rendering



John J. Cullom Park Playground photo August 2022



Peavy Park Playground photo August 2022



Parks and
Recreation

Splash Pads and Park Redevelopment



Embree Park rendering

Park	Playground	Splash Pad	Restroom
Embree Park		✓	✓
Montgomery Park	✓		✓
Watson Park	✓	✓	✓
Lon Wynne Park	✓	✓	✓



Montgomery Park rendering



Watson Park rendering



Wynne Park rendering



Parks and
Recreation

Trail Development Program

- **Bisby Transmission Trail** - design complete, initiating bidding for construction
- **Duck Creek Central Trail**
 - **Segment 1 (Phase 1 of Rick Oden)** – construction underway
 - **Segment 2 (Phase 2 of Rick Oden)** – construction underway
 - **Segment 3 (Rick Oden to Central Park, Miller to Avenue F)** – design underway
- **Garland Avenue Underpass Trail** – design underway
- **Duck Creek Audubon Trail** – initiating design
- **Naaman Forest Connection Trail** – initiating design
- **Rosehill Linear Park** – design underway





Parks and
Recreation

More Parks Programs

Sports Field and Park Renovation – Restrooms, concessions stands, storage, etc.

- ✓ Central Park baseball – complete
- ✓ Central Park football – complete
- Audubon Park – opening Fall 2022
- Holford Park – opening Fall 2022
- Bradfield Park – opening Fall 2022

Park System Parking and Park Roads

- ✓ Duck Creek O'Banion – complete
- ✓ Duck Creek Greenbelt Park – complete
- ✓ Granger Rec Center – complete
- ✓ Cullom Park – complete
- Embree Park – coming soon!
- Tinsley Park – coming soon!
- Bill Cody Park – coming soon!
- Gatewood Pavilion – starting construction Fall 2022
- Central Park Baseball – starting construction Fall 2022
- Surf and Swim Overflow Parking, Parking Expansion – to coincide with new aquatic center





Parks and
Recreation

Gatewood Pavilion and Parking Lot

- Renovations to include:
 - Pavilion improvements
 - Parking lot
 - Accessible sidewalk connections and pathways
 - ADA compliant restroom
- ✓ Design – complete
- ✓ Construction – contract awarded
- Construction – underway
- Completion – anticipated Summer 2023



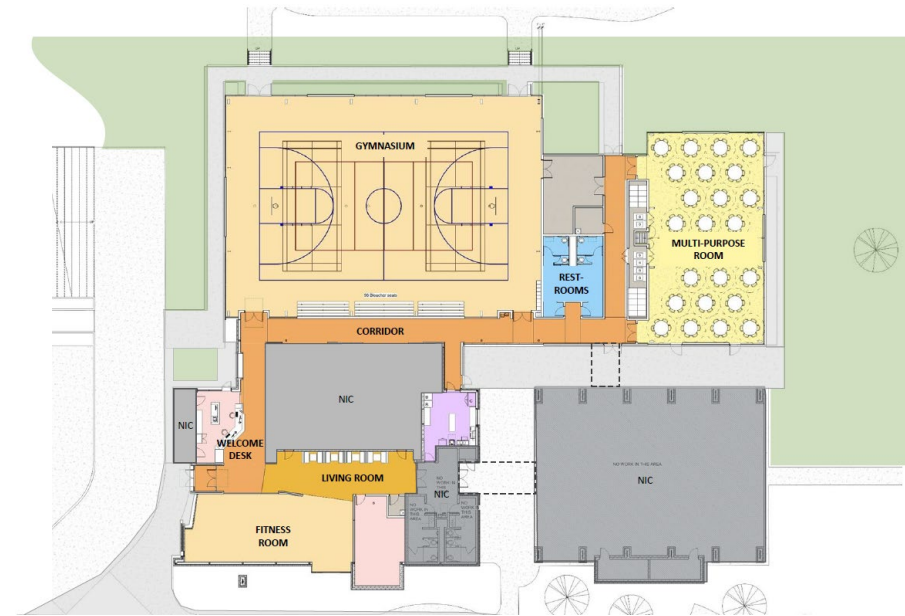
Gatewood Pavilion conceptual renderings



Parks and
Recreation

Hollabaugh Recreation Center

- ✓ Design – complete July 2022
- Construction contract awards
 - ✓ GMP #1 (materials) August 2022
 - GMP #2 (construction) September 2022
- Groundbreaking September 15, 2022
- Completion – anticipated Winter 2023-24



Hollabaugh Recreation Center site plan



Hollabaugh Recreation Center conceptual rendering, front view



Hollabaugh Recreation Center conceptual rendering, gymnasium



Parks and
Recreation

Holford Recreation Center and Aquatic Facility

- Design – 90% complete September 2022
- Bidding for construction anticipated 4Q2022
- Last day of operation will be September 30, 2022



Holford Recreation Center conceptual rendering



Parks and
Recreation

Surf and Swim Aquatic Facility



Surf and Swim Aquatic Facility layout and conceptual renderings

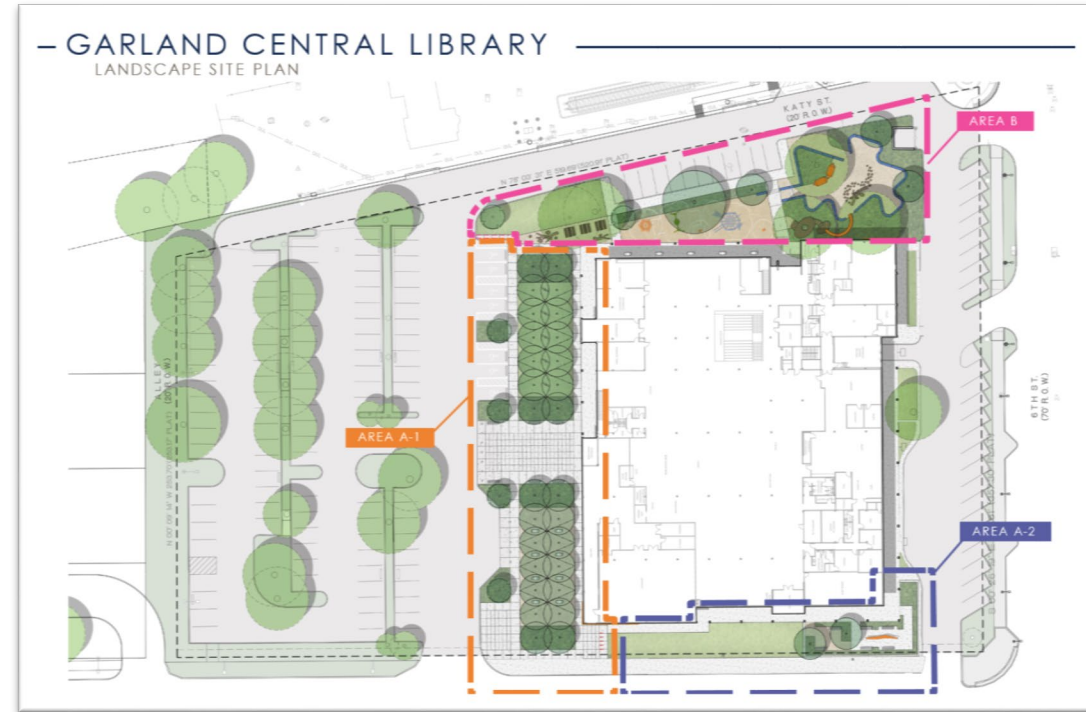




Library

Central Library

- Design – 50% plans anticipated Fall 2022
- Construction contracts
 - GMP #1 (materials) in Fall 2022
 - GMP #2 (construction) anticipated Spring 2023



VIEW OF GRAND STAIR FROM NORTH ENTRY

Central Library concept plan



Walnut Creek Branch Library

- ✓ Schematic Design – completed April 2022
- Design Development (60%) – underway
- Bidding for Construction – initiating in Spring 2023





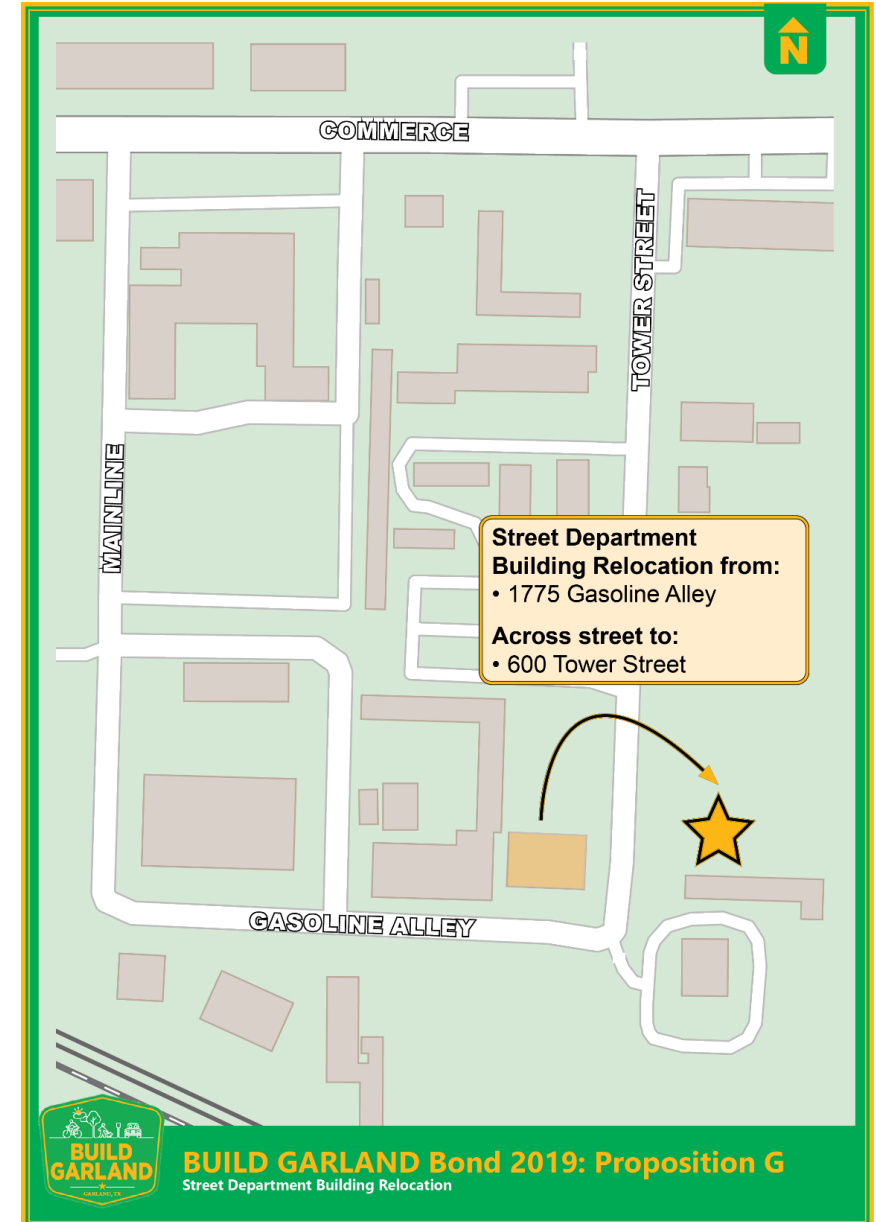
Municipal
Facilities

Street Department Facility

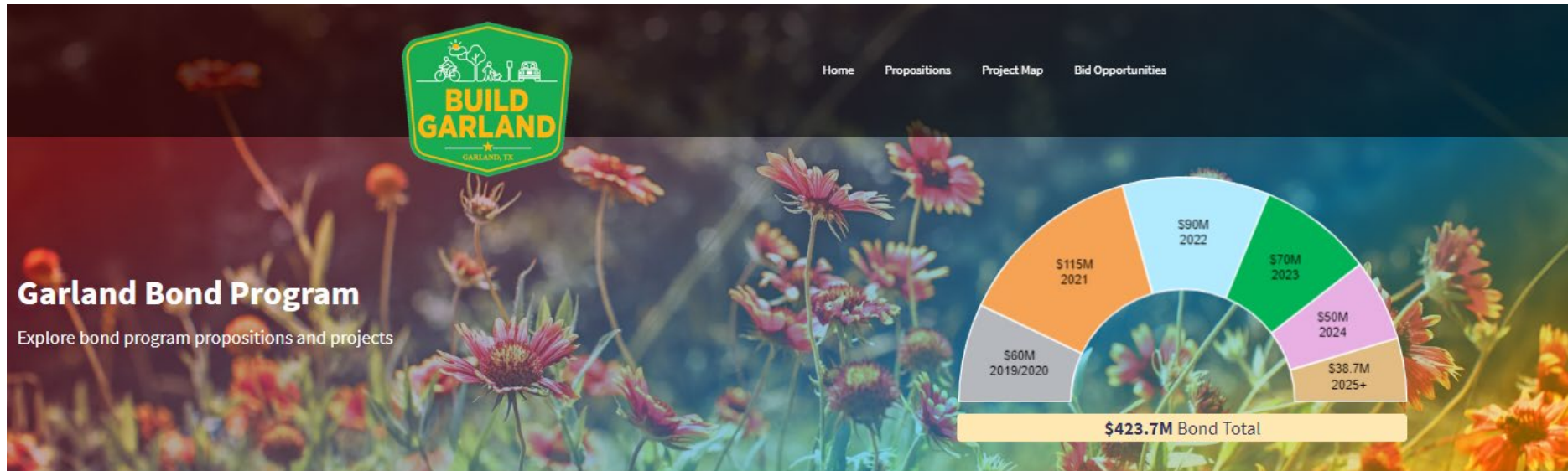
- ✓ Design Award (new site) – complete March 2022
- Design – underway, completion anticipated Fall 2022
- Bidding for Construction – anticipated to start in Spring 2023



Existing Street Department Facility



Street Department Facility project map



Propositions

Select a proposition to explore its projects and details





For more information, visit
www.BuildGarland.com

Questions?

Laura Dunn, PMP
*Capital Project Management Director,
Project Management Office*





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. c.

Meeting Date: September 6, 2022

Item Title: FY 2022-23 Budget Discussions - Final Direction from Council

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

Staff will present the changes previously discussed to the FY 2022-23 Proposed Budget. Council will give final direction to staff regarding the 2022-23 Budget.

Recommendation/Action Requested and Justification

Council discussion. The FY 2022-23 Budget is scheduled for adoption on Tuesday, September 6, 2022.

Attachments

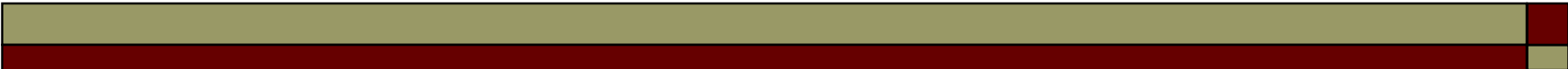
Changes to FY 2022-23 Proposed Budget

City of Garland

FY 2022-23 Proposed Budget

Overview of Changes

September 6, 2022



FY 2022-23 Proposed Budget

Council Changes – Proposed Rates and Fees

General Fund

- ❑ Modify the proposed increase to the Landfill Minimum Fee from \$20.00 to \$25.00.

- ❑ General Fund revenue impact: Increase of \$26,550.

FY 2022-23 Proposed Budget

Council Changes – Summary of General Fund

General Fund	Proposed Budget
FY 2022-23 Proposed Revenue	\$209,852,744
Change to Revenue	26,550
FY 2022-23 General Fund Revenue	\$209,879,294
Fund Balance Reserve	\$31,260
Change in Fund Balance	26,550
FY 2022-23 Fund Balance Reserve	\$57,810



FY 2022-23 Proposed Budget

Council Changes – CASA Fund

CASA Fund

- ❑ Reflect \$375,000 in Revenue from Garland Housing Finance Corporation (GHFC) Contributions for FY 2022-23.

- ❑ Reflect \$375,000 in Expenditures for the CASA Fund's Home Repair Program operations in FY 2022-23.

FY 2022-23 Proposed Budget

Council Changes – Summary of CASA Fund

CASA Fund	Proposed Budget
FY 2022-23 Proposed Revenue	\$121,080
Change to Revenue	375,000
FY 2022-23 CASA Fund Revenue	\$496,080
FY 2022-23 Proposed Expenditures	\$159,787
Increase in Expenditures	375,000
FY 2022-23 CASA Fund Expenditures	\$534,787



FY 2022-23 Proposed Budget

Council Changes

Questions and Discussion

Final Direction to Staff



GARLAND

City Council Work Session Agenda

Meeting Date: September 6, 2022

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

The City Attorney will brief Council on provisions of the Code of Ordinances related to dual appointments.

Mayor Pro Tem Morris

- Ira Fuller, Jr. - Senior Citizens Advisory Board and Tax Increment Finance #1 Downtown Board
 - Bob Duckworth - Tax Increment Finance #3 Board
-

Attachments

Ira Fuller Jr. - Senior Citizens Advisory Board & TIF #1

Bob Duckworth - TIF 3



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
AUG 23 2022

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: August 23, 2022

Name: Ira Fuller Jr. Phone: [REDACTED]

Address: 330 W. 6th St Apt 1230 Phone: [REDACTED]

City, State, Zip: Garland, TX 75040 Email: [REDACTED]

Resident of Garland for 2 years Resident of Texas for 19 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 2

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

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

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

served previously on senior board

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

March 2022 — now

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

After school programs
Food drives

What is your educational background?

Community college

What is your occupational experience?

Worked on a board for a food bank

I hereby affirm that all statements herein are true and correct.

[Signature]

Board or Commission of first, second and third choice:

- | | | |
|---|---|--|
| ☐ Board of Adjustment | ☐ Garland Cultural Arts Commission | ☐ Parks and Recreation Board |
| ☐ Citizens Environmental and Neighborhood Advisory Committee | ☐ Garland Youth Council ** | ☐ Plan Commission * |
| ☐ Civil Service Commission | ☐ Library Board | ☐ Senior Citizens Advisory Committee |
| ☐ Community Multicultural Commission | ☐ Property Standards Board | ☐ Unified Building Standards Commission |

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status N/A Current ☒ Past Due ☐ Date Appointed _____
 Utility Account Status N/A Current ☒ Past Due ☐ Appointed By _____
 CSO Suit/Claim Filed N/A Yes ☒ No ☐ Date Notified _____
 Clerk Signature & Date Courtney Vanover 8-23-22 Disclosure Form Filed _____

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: August 24, 2022

Name: Robert (Bob) Duckworth

Phone:

(Home)

Address: 909 Wakefield Dr,

Phone:

(Other)

City, State, Zip: Garland, Texas 75040

Email:

Resident of Garland for 78 years

Resident of Texas for 78 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

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

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

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

Previously server on the Downtown, TIF 1 for many years. Currently serve on the Medical District TIF-3.
Sereved on two Bond Committies, latest 2019.

If you have previously served on a City Board or Commission, please specify and list dates of service.
No.

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

Chaired 5 year Main Street Garland Program, Curently and active member of First Baptist Church, Garland;
serving on the Bdget and Finance Committee. Member of Lions Club,. Member of Livestock Committee of Garland,
supports the FFA Chapters of all GISD Aq Students, Salvation Army, Hope Clinic

What is your educational background?

Graduated High School, Community ISD, Nevada, Texas
Graduate of Southwest Graduate School of Banking at SMU.

What is your occupational experience?

Retired from Banking after almost 50 years in the financial industry.

I hereby affirm that all statements herein are true and correct.

[Signature] 8/24/2022

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☒ Parks and Recreation Board

☐ Environmental & Community Advisory Board

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current

Past Due

Date Appointed

Utility Account Status

Current

Past Due

Appointed By

CSO Suit/Claim Filed

Yes

No

Date Notified

Clerk Signature & Date

[Signature: Courtney Vanover]
8.25.22

Disclosure Form Filed

Revised 05/2021



GARLAND

City Council Work Session Agenda

Meeting Date: September 6, 2022

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Council Member Margaret Lucht

- Kristin Lucido - Library Board
 - Gayle Owens - Property Standards Board
 - Cle Kimble - Tax Increment Finance #3 Board
-

Attachments

Kristin Lucido - Library Board

Gayle Owens - Property Standards

Cle Kimble - TIF 3



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: August 12, 2022

Name: Kristin Lucido Phone: [REDACTED] (Home)
Address: 3405 Ridgedale Dr. Phone: [REDACTED] (Other)
City, State, Zip: Garland TX 75041 Email: [REDACTED]

Resident of Garland for 21 years Resident of Texas for 51 years
Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 5

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

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

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

I'm a lifelong writer and reader and frequent Garland libraries. As the mother of a pre-professional ballet dancer, my experience includes being a hands on back stage mom/volunteer and patronage of professional and community performances around the country.

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

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

I served on the PTA board at Watson Technology Center and Jackson Technology Center, when our daughter was a student there. I also co-led a Garland Girl Scouts troop.

What is your educational background?

BBA in Marketing, Baylor University
MA in Communications/Advertising, The University of Texas at Austin

What is your occupational experience?

I have 30 years of experience in marketing, communications and public relations in oil/gas/chemical, healthcare, higher education and high tech. I've spent the past 14 years at Texas Instruments.

I hereby affirm that all statements herein are true and correct. [Signature]

Board or Commission of first, second and third choice:		
☐ Board of Adjustment	☒ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Garland Youth Council **	☐ Plan Commission *
☐ Civil Service Commission	☒ Library Board	☐ Senior Citizens Advisory Committee
☐ Community Multicultural Commission	☐ Property Standards Board	☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status ☒ Current ☒ Past Due ☐ Date Appointed ☐
Utility Account Status ☒ Current ☒ Past Due ☐ Appointed By ☐
CSO Suit/Claim Filed ☐ Yes ☒ No ☒ Date Notified ☐
Clerk Signature & Date [Signature] 8.16.22 Disclosure Form Filed ☐

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: August 13, 2022

Name: Gayle Owens

Phone

(Home)

Address: 4018 Keele Drive

Phone

Other

City, State, Zip: Garland, TX 75041

Email

Resident of Garland for 38 years

Resident of Texas for 38 years

✓ Dallas County Voter Registration Number [REDACTED] and City Council District Number 5

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

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

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

Taught in public schools for 29 years

Lead school improvement teams at the state level for Ohio, Mississippi for reading instruction

Coordinated with universities to convert face-to-face education classes to an online format

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

None, but I am ready to serve.

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

Volunteer in Rockwall ISD/Hamm Elementary PTO

What is your educational background?

Doctorate in Education from Texas A&M-Commerce

What is your occupational experience?

Retired public school teacher/administrator

I hereby affirm that all statements herein are true and correct.

Gayle Owens, Ed.D.

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☒ Library Board

☒ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☒ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

Clerk Signature & Date

Courtney Vanover
8.16.22

Disclosure Form Filed

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: June 29, 2022

Name: Cle D. Kimble Phone: _____
Address: 2932 Old Orchard Rd Phone: _____ (Home)
City, State, Zip: Garland, Texas 75041 Email: _____ (Other)

Resident of Garland for 2 years Resident of Texas for 45 years
✓ Dallas County Voter Registration Number _____ Garland City Council District Number 5

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

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

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

Master Degree in Healthcare Leadership, former member of the TIF #3 Board of the City of Garland.

If you have previously served on a City Board or Commission, please specify and list dates of service.
I have served on The TIF #3 from 2021-2022.

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

Candidate for Garland City Council District 5, Member of Shiloh Baptist Church of Garland and Member of Garland's Toastmaster

What is your educational background?

Master Degree in Healthcare Leadership, Bachelor of Science in Respiratory Care, and Member of the National Board Respiratory Therapy

What is your occupational experience?

20 years as a Respiratory Therapist, and currently a Case Manager at Select Specialty Dallas

I hereby affirm that all statements herein are true and correct.

Cle D. Kimble

Board or Commission of first, second and third choice:

☐ Board of Adjustment	☐ Garland Cultural Arts Commission	<u>2</u> Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Garland Youth Council **	<u>1</u> Plan Commission *
☐ Civil Service Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
<u>3</u> Community Multicultural Commission	☐ Property Standards Board	☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status
CSO Suit/Claim Filed

Current ☒
Current ☒
Yes ☒ No ☒

Past Due ☐
Past Due ☐

Date Appointed _____
Appointed By _____
Date Notified _____
Disclosure Form Filed _____

Clerk Signature & Date

Courtney Vanover
6-29-22

Revised 05/2021



GARLAND

City Council Work Session Agenda

Meeting Date: September 6, 2022

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Council Member Robert Vera

- Lori Barnett Dodson - Tax Increment Finance #3 Board
-

Attachments

Lori Barnett Dodson - TIF 3



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: August 27, 2022

Name: Lori Barnett Dodson

Phone

(Home)

Address: 2501 Lakeside Drive

Phone

(Other)

City, State, Zip: Garland, Texas 75042

Email

Resident of Garland for 59 years

Resident of Texas for 59 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

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

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

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

Previous District 6 City Council Member, Former Mayor of Garland

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

2006-2011 Plan Commission, 2011-2017 City Council, 2018-2019 Mayor

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

What is your educational background?

BBA - Accounting

What is your occupational experience?

CPA

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

TIF 3

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current

Past Due

Date Appointed

Utility Account Status

Current

Past Due

Appointed By

CSO Suit/Claim Filed

Yes

No

Date Notified

Clerk Signature & Date

Courtney Vanover
8.31.22

Disclosure Form Filed

Revised 05/2021