GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
September 6, 2016
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.

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

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

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

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

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

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

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

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

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

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

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

1. **Written Briefings:**

a. **Amend Tax Roll**

Annually, the City Council is asked to consider amending the tax roll to reflect uncollected ad valorem taxes as recommended by generally accepted accounting principles. Although the tax roll is reduced by this action, collection efforts will continue unless the costs of these efforts exceed potential revenues. Council is being asked to consider proceeding with the annual tax roll amendment process. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2016 Regular Meeting.

b. **CIS System Consulting Engagement Bid Award**

Council is requested to consider a bid award for Westin Engineering, Inc. for consulting services for the assessment and evaluation of utility customer care and billing systems. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2016 Regular Meeting.

c. **Wayfinding Phase II Implementation: Downtown Gateways**

Council is requested to consider a change order agreement with MERJE for additional environmental graphics consulting services for the implementation of Phase II of the Garland Wayfinding Program to develop Downtown Gateways. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2016 Regular Meeting.

d. **Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2017 Comprehensive Grant**

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) - Selective Traffic Enforcement Program (STEP) - Comprehensive Grant. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 6, 2016 Regular Meeting.

e. **Resolution to Support the 2016 Homeland Security Grant Program (HSGP) Application**

Management and responsibility of the Homeland Security Grant Program has recently been moved under the Office of the Governor at the state level. Previously that responsibility was delegated to the State Administrative Agency. With the change in state reporting structure, the Office of the Governor is asking all jurisdictions that apply for HSGP grant funds to now adopt a resolution each year in support of the program in order to receive the funds for which the agency has applied. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2016 Regular Meeting.

2. Verbal Briefings:

a. Discussion of 2016-17 Proposed Budget (contingency only)

This item is being posted in the event the City Council wishes to continue discussions, deliberations, or staff presentations related to the 2016-17 Proposed Budget.

b. Talley Road Zoning

Council is requested to consider a City-initiated re-zoning of properties around Talley Road.

c. Review Policy for Items That Should Be Placed on the Consent Agenda

At the request of Council Member Lori Barnett Dodson and Council Member Rich Aubin, Council is requested to review the policy for items that should be placed on the Consent Agenda.

d. Celerity Services Personal Contract

At the request of Council Member David Gibbons and Council Member Rich Aubin, staff will provide an update on work performed by Celerity Consulting and the process for approving a personal services contract.

e. Audit Committee Report

Council Member Jim Cahill, chair of the Internal Audit Committee will provide a committee report on the following items:

- *Cultural Arts Revenue Audit*
- *Pothole Repair Operations Audit*
- *Big Bass Wrecker Contract Compliance Audit Follow-up*
- *Code Compliance Investigation Follow-up*
- *Engineering Investigation Follow-up*

3. Regular Items:

a. Abandonment and Sale of Seventh Street Public Right-of-Way between Avenue A and Avenue B to Tx Garland Apartments, LP

Council is requested to consider abandoning Seventh Street public right-of-way between Avenue A and Avenue B, including a portion of 20 foot alley public right-of-way. The abandonment has been requested by Green Extreme Homes Inc., one of the developers of an apartment community to be located at 704 Avenue B (formerly the old Bank of America property). Unless otherwise directed by Council, this item will be schedule for formal consideration at the September 20, 2016 Regular Meeting.

b. Authorize the sending of a letter to the City of Plano Housing Authority consenting the allocation of up to twelve HUD project-based vouchers to the Bank of America Multi-Family Redevelopment Project

At the February 17, 2015 Regular Meeting, Council approved Resolution No. 10185 which sets forth the Council's support for Green Extreme Home's (Developer) application to the Texas Department of Housing and Community Affairs (TDHCA) for a 9% Housing Tax Credit award. The State tax credit will provide financing to develop a 120 unit multi-family mixed-income redevelopment project at the former Bank of America building located at 704 Avenue B. The project was co-sponsored by Green Extreme Homes and RRC Acquisitions LLC. The Texas Department of Community Affairs awarded the Project a $894,000 annual tax credit with a total value of $9,618,905. The Developer's TDHCA award is based on an apartment unit mix that is 60% market rate with 40% of the units to be made available to residents with incomes at or below 60% of the area median income (approximately $48k).

c. City Center Development - Acquisition of Ground Level of Tract B

Council is requested to consider the final transactional agreements associated with Tract B of the City Center development, providing for the acquisition of the first level as office space for the Economic Development Department. The transactional agreements include: 1st Amendment to the Ground Lease, Reciprocal Easements and Operating Agreement, Purchase Agreement and Bill of Sale.

4. Consider the Consent Agenda

A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.

5. Announce Future Agenda Items

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

6. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item 1. a.**

Meeting Date: September 6, 2016
Item Title: Amend Tax Roll
Submitted By: Corey Worsham, Tax Administrator
Council Goal: Financially Stable Government with Tax Base that Supports Community Needs

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ISSUE

Annually, the City Council is asked to consider amending the tax roll to reflect uncollected ad valorem taxes as recommended by generally accepted accounting principles. Although the tax roll is reduced by this action, collection efforts will continue unless the costs of these efforts exceed potential revenues. Council is being asked to consider proceeding with the annual tax roll amendment process.

OPTIONS

Unless otherwise directed by City Council, staff will place an ordinance on the September 20, 2016 regular City Council agenda to amend the City's tax roll by $103,964.39.

RECOMMENDATION

Consider an ordinance on the September 20, 2016 City Council agenda that would amend the tax roll of the City for ad valorem tax amounts that have remained uncollected for a period of at least four years (two years for bankruptcy settlements). Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2016 Regular Meeting.

BACKGROUND

Under Article IX, Section 3 of the City Charter, the City Council has the authority to amend the tax roll for uncollectible ad valorem taxes. Uncollected ad valorem taxes are generally personal property accounts for which the statute of limitation has expired or bankruptcy has been filed. Each year a request is made for City Council to consider amending the tax roll only after the City's outside attorneys, Perdue, Brandon, Fielder, Collins & Mott LLP. has performed extensive collection efforts.

CONSIDERATION

Amounts are requested for write-off only after they have remained uncollected for a period of at least four years (two years for bankruptcy settlements) and the City's outside attorneys, Perdue, Brandon, Fielder, Collins & Mott LLP. have performed extensive collection efforts.

Article IX, Section 3 of the City Charter grants the City Council the authority to cancel any uncollectible taxes on the tax rolls.

Amendment of the tax roll is necessary to meet generally accepted accounting principles, avoid overstatement of accounts receivable on the balance sheet and avoid the potential risk of an unfavorable audit opinion from an external auditor.

Attachments

Uncollected ad valorem taxes exhibit "A", "B" & recap

RECAP SHEET FOR TAX ADJUSTMENTS

EXHIBIT A
REAL PROPERTY

YEAR		AMOUNT
1995	$	26,350.31
TOTAL	**$**	**26,350.31**

EXHIBIT B
PERSONAL PROPERTY

YEAR	TYPE		AMOUNT
2011	TAX	$	71,693.17
2011	MISC	$	5,920.91
	TOTAL	**$**	**77,614.08**

GRAND TOTAL: $ 103,964.39

ADJUSTMENTS TO TAX ROLL
REAL PROPERTY
EXHIBIT A

YEAR	ACCOUNT #	CAD ACCOUNT #	OWNER NAME	LOCATION ADDRESS	AMOUNT	REASON
1995	215589	65115759710010100	Byrne Development Co	820 IH 30	$ 339.10	Statute of Limitation Expired
1995	215148	65095209010010000	Cambridge Consolidated	2901 Centerville Rd	$ 6,333.72	Statute of Limitation Expired
1995	186495	26596000010010000	Cascade Ppties Inc	202 IH 30	$ 150.42	Statute of Limitation Expired
1995	212370	65006247510290000	Dal Gar Properties Inc	2500 S Garland Ave	$ 1,069.20	Statute of Limitation Expired
1995	62196	26178420010012500	Empire S & L Assn of Mesq	3500 Easton Meadows Dr	$ 111.20	Statute of Limitation Expired
1995	161757	26502500040110000	Ervin Alfred	241 E Marguerita Dr	$ 125.77	Statute of Limitation Expired
1995	43152	26100500040050000	Garland City of	421 Ford St	$ 51.32	Statute of Limitation Expired
1995	43170	26100500050030000	Garland City of	434 Ford St	$ 51.32	Statute of Limitation Expired
1995	43290	26101500080100000	Garland City of	300 Hart St	$ 51.32	Statute of Limitation Expired
1995	53109	26128500010020000	Garland City of	2000 N 1st St	$ 842.75	Statute of Limitation Expired
1995	53115	26128500010030000	Garland City of	111 E Buckingham St	$ 337.77	Statute of Limitation Expired
1995	53121	26128500010040000	Garland City of	121 E Buckingham St	$ 335.74	Statute of Limitation Expired
1995	63789	26178650010010000	Garland City of	6125 Marvin Loving Dr	$ 402.08	Statute of Limitation Expired
1995	63912	26178690010040000	Garland City of	1504 E IH 30	$ 442.82	Statute of Limitation Expired
1995	63927	26178730010010000	Garland City of	4345 Bass Pro Dr	$ 755.25	Statute of Limitation Expired
1995	79983	26240500050070000	Garland City of	228 Loma Dr	$ 158.15	Statute of Limitation Expired
1995	121173	26361500030030000	Garland City of	1710 Burke Dr	$ 31.68	Statute of Limitation Expired
1995	153183	26461500150240000	Garland City of	1510 High Meadow Dr	$ 60.19	Statute of Limitation Expired
1995	161856	26502500060070000	Garland City of	225 Casalita Dr	$ 28.51	Statute of Limitation Expired
1995	198246	26629500010010100	Garland City of	414 S Barnes Dr	$ 205.35	Statute of Limitation Expired
1995	212994	65022762610200000	Garland City of	1101 Dairy Rd	$ 156.31	Statute of Limitation Expired
1995	213687	65054254010180000	Garland City of	4100 Naaman School	$ 93.14	Statute of Limitation Expired
1995	214449	6507613701002D400	Garland City of	5218 Duck Creek Dr	$ 326.11	Statute of Limitation Expired
1995	214452	6507613701002D500	Garland City of	5218 Duck Creek Dr	$ 326.11	Statute of Limitation Expired
1995	214455	6507613701002D600	Garland City of	5218 Duck Creek Dr	$ 326.11	Statute of Limitation Expired
1995	214458	6507613701002D700	Garland City of	5218 Duck Creek Dr	$ 326.11	Statute of Limitation Expired
1995	214608	65076138510060000	Garland City of	405 Little Ln	$ 1,172.29	Statute of Limitation Expired
1995	214893	65079157410230000	Garland City of	5401 Marina	$ 1,402.03	Statute of Limitation Expired
1995	215178	65095209110060000	Garland City of	2826 Centerville Rd	$ 1,205.30	Statute of Limitation Expired
1995	215181	65095209110060100	Garland City of	522 Mills Rd	$ 496.36	Statute of Limitation Expired
1995	215997	65148315070090200	Garland City of	414 Hopkins St	$ 102.64	Statute of Limitation Expired
1995	216018	65148315070160000	Garland City of	238 E Ave B	$ 50.69	Statute of Limitation Expired
1995	63957	261787400203A0000	Garland City of & et al	328 Oaks Trail	$ 1,564.17	Statute of Limitation Expired

ADJUSTMENTS TO TAX ROLL
REAL PROPERTY
EXHIBIT A

YEAR	ACCOUNT #	CAD ACCOUNT #	OWNER NAME	LOCATION ADDRESS	AMOUNT	REASON
1995	43155	26100500040070000	Garland City of etal	417 Ford St	$ 25.66	Statute of Limitation Expired
1995	216024	65148315070180000	Garland City of Etal	409 Hart St	$ 27.88	Statute of Limitation Expired
1995	213174	65032447010120000	Garland I S D	916 N Country Club Rd	$ 354.94	Statute of Limitation Expired
1995	216195	65158248010030100	Garland I S D	6500 Beltline Rd	$ 2,172.80	Statute of Limitation Expired
1995	216198	65158248010030400	Garland I S D	2306 Guthrie Rd	$ 68.37	Statute of Limitation Expired
1995	215046	65094100510320000	Gilbert Warren A Jr	2310 Apollo	$ 2,069.97	Statute of Limitation Expired
1995	215550	65109912010280000	Hallauer W C & E Lassen	3400 W Walnut St	$ 4.56	Statute of Limitation Expired
1995	211728	60179500000040000	Indigo Builders Inc	4231 Rosehill Rd	$ 208.90	Statute of Limitation Expired
1995	63930	26178730010010100	Joslin Dennis et al	4345 Bass Pro Dr	$ 617.89	Statute of Limitation Expired
1995	214230	65074215010250000	Kerri Inv Corp	502 E Kingsley Rd	$ 57.02	Statute of Limitation Expired
1995	214026	65073508610160000	Kyle Henry H	1903 S Glenbrook	$ 6.34	Statute of Limitation Expired
1995	214890	65079157410220000	Lee Napoleon	5407 Marina	$ 310.46	Statute of Limitation Expired
1995	42708	26095500040260000	Lehew Don	1816 W Walnut	$ 79.20	Statute of Limitation Expired
1995	154404	26468500050240000	Lewis Jacob & Selayne	517 Parker Cir	$ 11.91	Statute of Limitation Expired
1995	18957	26019010000000000	LSB Corp	9999 Waterford Cir	$ 0.63	Statute of Limitation Expired
1995	52272	26126600000000100	Mortgage Corp of Texas	1 Crystal Ln	$ 0.63	Statute of Limitation Expired
1995	52275	26126600000000200	Mortgage Corp of Texas	2 Baccarat DR	$ 0.63	Statute of Limitation Expired
1995	215310	65103658010050100	Mortgage Corp of Texas	6400 Lyons Rd	$ 27.37	Statute of Limitation Expired
1995	36624	26085500070430000	Oliver Gustine Estate	348 Arborview Dr	$ 241.21	Statute of Limitation Expired
1995	213537	65048070910070100	Roan David Tr	1854 Apollo	$ 18.12	Statute of Limitation Expired
1995	166953	26520460010440000	Shiloh Springs Ptnshp	10.50 acres; Blk 1 Lot 44	$ 133.06	Statute of Limitation Expired
1995	218571	65094502510110100	Shiloh Springs Ptnshp	2545 Collins Blvd	$ 63.80	Statute of Limitation Expired
1995	154431	26468500060010000	Stephens Marilyn G	726 Parker Cir	$ 15.84	Statute of Limitation Expired
1995	154464	26468500060120000	Stephens Marilyn G	610 Parker Cir	$ 15.84	Statute of Limitation Expired
1995	63921	26178710030030100	Wildflower Dev Co	5700 Marvin Loving Dr	$ 360.46	Statute of Limitation Expired
1995	51462	26124500110080000	Williams Sophie T	1520 Elizabeth Dr	$ 25.79	Statute of Limitation Expired
					$ 26,350.31	

$	**26,350.31**	**TOTAL TAX AMOUNT** **(# OF RECORDS = 59)**

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT		MISC AMOUNT		REASON
2011	263316	99090903920000000	205 Autoworks	$	25.58	$	2.56	Statute of Limitations Expired
2011	263187	99090810960000000	7M Distributors Inc	$	433.12	$	43.31	Statute of Limitations Expired
2011	263103	99100125590000000	A & E Auto Insurance	$	9.65	$	0.94	Statute of Limitations Expired
2011	243987	99200408300127450	A & I Borrego Auto Sales	$	12.26	$	1.23	Statute of Limitations Expired
2011	247722	99060201210000000	AAA Testing Center	$	104.42	$	10.44	Statute of Limitations Expired
2011	266559	99110331150000000	Aguilar Fancisco	$	3.52	$	0.35	Statute of Limitations Expired
2011	243834	99200408300123450	Akalewald Mesfin G	$	529.37	$	52.94	Statute of Limitations Expired
2011	262902	99L09085500000000	Akzo Nobel Coatings	$	38.96	$	-	Statute of Limitations Expired
2011	247776	99060202540000000	Alcacar Pedro	$	185.38	$	18.54	Statute of Limitations Expired
2011	250791	99061024370000000	Alfaro Milton/C & M Used Cars II	$	7.89	$	0.79	Statute of Limitations Expired
2011	266622	99110405700000000	Allamly Eduardo	$	35.23	$	3.52	Statute of Limitations Expired
2011	247875	99060209196000000	Allen Sharon	$	66.94	$	6.69	Statute of Limitations Expired
2011	266379	99110118160000000	Almas Faroqui	$	27.27	$	2.73	Statute of Limitations Expired
2011	263118	99100315100000000	Alpha EMS Ambulance Services	$	575.52	$	57.55	Statute of Limitations Expired
2011	265524	99100830500000000	Alvarez Fashion	$	28.32	$	2.83	Statute of Limitations Expired
2011	263829	99100104590000000	American PC Pros LLC	$	11.48	$	1.15	Statute of Limitations Expired
2011	10188	99942070000147350	Analytical Surveys	$	1,181.47	$	118.15	Statute of Limitations Expired
2011	3675	99200121400076100	Andrew Paving Construction Llp	$	3,587.61	$	358.76	Statute of Limitations Expired
2011	263172	99080821260000000	Appraisal Ace	$	37.70	$	3.77	Statute of Limitations Expired
2011	266718	99110418540000000	Aquatic Creations	$	28.96	$	2.90	Statute of Limitations Expired
2011	264711	99P10803700000000	Asfshar Yasamin	$	273.77	$	-	Statute of Limitations Expired
2011	266295	99110111160000000	Bah Career Trainin Inc & T	$	20.93	$	2.09	Statute of Limitations Expired
2011	263655	99091014350000000	Bajito Onda	$	23.82	$	2.38	Statute of Limitations Expired
2011	273	99P38302000000000	Barnes Carl	$	25.56	$	-	Statute of Limitations Expired
2011	3903	99200126700092050	Basin Gas Inc	$	24.10	$	2.41	Statute of Limitations Expired
2011	265545	99100901190000000	Beauty By Nature	$	18.88	$	1.89	Statute of Limitations Expired
2011	247758	99060202470000000	Bell Jerry	$	332.22	$	33.22	Statute of Limitations Expired
2011	247959	99060215270000000	Bernitez Eduardo	$	49.32	$	4.93	Statute of Limitations Expired
2011	264360	99100428230000000	Best Data Products Inc	$	7.05	$	0.71	Statute of Limitations Expired
2011	6567	99832510000026600	Bethany Mfg Co Inc	$	2,025.51	$	202.55	Statute of Limitations Expired
2011	264366	99100428290000000	Blue Raven Technology	$	7.05	$	0.71	Statute of Limitations Expired
2011	263352	99090909360000000	Borders Carla	$	45.24	$	4.52	Statute of Limitations Expired
2011	265602	99100907170000000	Botanica Marisol	$	6.69	$	-	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	263334	99090909110000000	Bradley Ganelle & Jefferson St	$ 65.60	$ 6.56	Statute of Limitations Expired
2011	263412	99090914210000000	Bright Refrigeration	$ 5.14	$ 0.51	Statute of Limitations Expired
2011	4452	99200200300099300	Brito Maria	$ 38.47	$ 3.85	Statute of Limitations Expired
2011	257883	99081013920000000	Buena Vida Hcs Inc	$ 29.45	$ 2.95	Statute of Limitations Expired
2011	264012	99100127180000000	Buhl LLC	$ 256.40	$ 25.64	Statute of Limitations Expired
2011	263613	99091002600000000	Bullit Jerry	$ 39.18	$ 3.92	Statute of Limitations Expired
2011	266151	99101208880000000	Bunk Automotive and Exports	$ 246.33	$ 24.63	Statute of Limitations Expired
2011	3825	99200121400112900	Burridge George	$ 14.80	$ 1.48	Statute of Limitations Expired
2011	262728	99090908550000000	CK Furniture	$ 128.94	$ 12.89	Statute of Limitations Expired
2011	248418	99060518118000000	Cabrar Francisco	$ 10.57	$ 1.06	Statute of Limitations Expired
2011	262986	9909102935000000	Candie Jannie	$ 7.54	$ 0.75	Statute of Limitations Expired
2011	254571	99071002370000000	Cape Coast Collision	$ 3.80	$ 0.38	Statute of Limitations Expired
2011	251226	99070103410000000	Carriere Joe/Joe Bonsai Com	$ 213.42	$ 21.34	Statute of Limitations Expired
2011	265488	99100826130000000	Carrillo Miguel	$ 28.04	$ 2.80	Statute of Limitations Expired
2011	258801	99930540000100000	Cars For Cash Inc	$ 16.77	$ 1.68	Statute of Limitations Expired
2011	251454	99070305120000000	Casco Enterprises Inc	$ 429.10	$ 42.91	Statute of Limitations Expired
2011	266526	99110330145000000	Castillo Del Vinincio	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	265842	99101014130000000	Cavazos Fred	$ 10.71	$ 1.07	Statute of Limitations Expired
2011	257694	99080924170000000	Cavette Marilynn & Trailer Lin	$ 28.54	$ 2.85	Statute of Limitations Expired
2011	247818	99060207370000000	Cazares Alex	$ 107.45	$ 40.75	Statute of Limitations Expired
2011	244044	99200408300128400	Centerstone Landscape	$ 43.19	$ 4.32	Statute of Limitations Expired
2011	266340	99110112260000000	Chaves Ricky	$ 6.13	$ 0.61	Statute of Limitations Expired
2011	7959	99882910000278350	City of Garland	$ 1,754.03	$ 175.40	Statute of Limitations Expired
2011	258312	99090113330000000	Collins Kevin/Design Mill DFW	$ 3,910.18	$ 391.02	Statute of Limitations Expired
2011	266679	99110413880000000	Combs Stacee	$ 5.28	$ 0.53	Statute of Limitations Expired
2011	262947	99L09915200000000	Combustion Media Inc	$ 152.76	$ 15.28	Statute of Limitations Expired
2011	263046	99091217183000000	Computer James/Computers	$ 20.72	$ 2.07	Statute of Limitations Expired
2011	262668	99090827310000000	Computers & More	$ 16.49	$ 1.65	Statute of Limitations Expired
2011	247383	99060123370000000	Conde Gonzalo	$ 332.85	$ 33.29	Statute of Limitations Expired
2011	263427	99090914550000000	Constance Lacy	$ 9.79	$ 0.98	Statute of Limitations Expired
2011	8373	99900500000012950	Coulter John	$ 118.16	$ 11.82	Statute of Limitations Expired
2011	263712	99091216510000000	Courtney Express Tax Ser	$ 7.47	$ 0.75	Statute of Limitations Expired
2011	263298	99090903770000000	Crews Mike	$ 10.43	$ 1.04	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	267024	99P11073200000000	Crowell Delena	$ 3.11	$ -	Statute of Limitations Expired
2011	265419	99100728430000000	Crowell Delena	$ 126.05	$ -	Statute of Limitations Expired
2011	266589	99110331510000000	Cruz Maria	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	258942	99P10433200000000	Cubas Luis E and Mendiola Gust	$ 26.82	$ -	Statute of Limitations Expired
2011	263223	99090827300000000	Culpepper Curtis	$ 72.50	$ 7.25	Statute of Limitations Expired
2011	266862	99820130000201350	Curry Auto Leasing Inc	$ 226.39	$ -	Statute of Limitations Expired
2011	7494	99872150000121050	Curtis Sheet Metal Inc	$ 615.26	$ 61.53	Statute of Limitations Expired
2011	5172	99200225200098050	Dairyland Printing	$ 8.03	$ 0.80	Statute of Limitations Expired
2011	247554	99060126180000000	Dalton Eddie	$ 37.98	$ 3.80	Statute of Limitations Expired
2011	264381	99100428460000000	Data Drive Thru Inc	$ 7.05	$ 0.71	Statute of Limitations Expired
2011	264696	99P10718700000000	De La Garza David	$ 73.28	$ -	Statute of Limitations Expired
2011	265476	99100825140000000	Dean David	$ 60.17	$ 6.02	Statute of Limitations Expired
2011	1509	99000000214676200	Deborah West/Love Blooms	$ 21.14	$ 2.11	Statute of Limitations Expired
2011	266595	99110331540000000	Delucas Dominick	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	263073	99091228260000000	Desantos Mark/ ID Shop	$ 21.42	$ 2.14	Statute of Limitations Expired
2011	265764	99100929860000000	Destiny Auto World Inc	$ 41.22	$ 4.12	Statute of Limitations Expired
2011	266418	99110119420000000	DHC Massage	$ 36.01	$ -	Statute of Limitations Expired
2011	257994	99081030370000000	Dibenedetto Salvatore	$ 23.39	$ 2.34	Statute of Limitations Expired
2011	258192	99081215470000000	Discount Cigarettes	$ 32.98	$ 3.30	Statute of Limitations Expired
2011	263463	99090916121000000	Dodd Albert	$ 6.83	$ -	Statute of Limitations Expired
2011	250527	99061009130000000	Dzurik Deli 11 Llc	$ 192.57	$ 19.26	Statute of Limitations Expired
2011	6012	99813640000471400	ET Automotive Inc	$ 4,016.85	$ 401.69	Statute of Limitations Expired
2011	247005	99051220520000000	EL Torito	$ 70.81	$ 7.08	Statute of Limitations Expired
2011	263526	99090923590000000	Elan Chris	$ 65.32	$ 6.53	Statute of Limitations Expired
2011	14376	99992310000215500	Emilio Eddie/Sols Nieto Fajitas	$ 74.90	$ 7.49	Statute of Limitations Expired
2011	6750	99850030000438650	Eric Japan Engines Inc	$ 1,417.30	$ -	Statute of Limitations Expired
2011	266328	99110112170000000	Estrada Nancy	$ 20.93	$ 2.09	Statute of Limitations Expired
2011	238794	99200301800016000	Europhil Auto Services	$ 121.33	$ 12.13	Statute of Limitations Expired
2011	218424	99P43579000000000	Exclusive Imports Inc	$ 12.82	$ -	Statute of Limitations Expired
2011	250884	99061128230000000	Fair North Beverages Llc	$ 963.05	$ -	Statute of Limitations Expired
2011	247038	99051221540000000	FAMA Academia De Musica	$ 106.39	$ 10.64	Statute of Limitations Expired
2011	251931	99200334600302050	Family Medical Equipment	$ 58.98	$ 5.90	Statute of Limitations Expired
2011	248262	99060509460000000	Fejeran Stacy	$ 68.35	$ 6.84	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	247692	99060131350000000	Fifield Shannon Hamilton	$ 12.82	$ 1.28	Statute of Limitations Expired
2011	252204	99P57077000000000	Fifield Shannon Hamilton	$ 40.44	$ -	Statute of Limitations Expired
2011	252288	99071008410000000	Fish Head Fixtures Inc	$ 984.61	$ 98.46	Statute of Limitations Expired
2011	265707	99100921200000000	Five Star Fine Foods	$ 32.48	$ 3.25	Statute of Limitations Expired
2011	263820	99100104440000000	Flor De Michoacan	$ 25.58	$ 2.56	Statute of Limitations Expired
2011	266463	99110207190000000	Flores Nelson	$ 271.55	$ 27.16	Statute of Limitations Expired
2011	239586	99200334600029550	Flynt Terry	$ 596.44	$ -	Statute of Limitations Expired
2011	263307	99090903850000000	Forsyth Josh	$ 322.85	$ 32.29	Statute of Limitations Expired
2011	244827	99050714100000000	Fritts Jim/Awards to Go	$ 193.34	$ 19.33	Statute of Limitations Expired
2011	266409	99110119340000000	Fuji Super Buffet	$ 1,421.95	$ 142.20	Statute of Limitations Expired
2011	265398	99091005420000000	Fusion Tactical Solutions	$ 299.95	$ 30.00	Statute of Limitations Expired
2011	246843	99051115150000000	Future Signs Inc/Ziad Dekelbab	$ 123.94	$ 12.39	Statute of Limitations Expired
2011	265749	99100929330000000	Gala Vibes	$ 13.11	$ -	Statute of Limitations Expired
2011	257715	99080924510000000	Galloway Gary	$ 161.78	$ 16.18	Statute of Limitations Expired
2011	239019	99200324700145900	Garland Rehabilition Insitute	$ 206.59	$ 20.66	Statute of Limitations Expired
2011	263310	99090903880000000	Gates Marshall	$ 102.38	$ 10.24	Statute of Limitations Expired
2011	10182	99942070000146500	GDF PLLC	$ 28.96	$ 2.90	Statute of Limitations Expired
2011	263091	99100106480000000	Giles Rodney	$ 55.66	$ 5.57	Statute of Limitations Expired
2011	265425	99100728750000000	Global Pros Llc	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	267045	99P11149100000000	Global Pros Llc	$ 2.24	$ -	Statute of Limitations Expired
2011	10224	99942070000152000	Glorias	$ 41.78	$ 4.18	Statute of Limitations Expired
2011	265452	99100824590000000	Glorias Church	$ 23.04	$ 2.30	Statute of Limitations Expired
2011	258180	99081215240000000	Goffin Harold	$ 20.43	$ 2.04	Statute of Limitations Expired
2011	250647	99061012390000000	Gonzalez Sonja	$ 14.80	$ -	Statute of Limitations Expired
2011	6090	99820130000125300	Goodman Gary	$ 62.85	$ 6.29	Statute of Limitations Expired
2011	263757	99091221320000000	Goswami Asha	$ 8.81	$ 0.88	Statute of Limitations Expired
2011	254616	99071011190000000	Griffith Dean	$ 30.02	$ -	Statute of Limitations Expired
2011	266604	99110331900000000	Guardiola Ilda	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	266547	99110331128000000	Haddock Jennifer	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	4020	99200126700167900	Hair Avenue	$ 36.43	$ 3.64	Statute of Limitations Expired
2011	255501	99080403170000000	Hair Illusions/The Next Phase	$ 20.22	$ 2.02	Statute of Limitations Expired
2011	266046	99101118180000000	Ham Oliver I	$ 17.40	$ 1.74	Statute of Limitations Expired
2011	266247	99101222440000000	Henrys In and Out Auto	$ 99.42	$ 9.94	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	265473	99100825100000000	Herbal Life	$ 18.74	$ 1.87	Statute of Limitations Expired
2011	264771	99P11111200000000	Hernandez Rosa	$ 46.81	$ -	Statute of Limitations Expired
2011	266571	99110331200000000	Hernandez Veronica	$ 3.52	$ 0.35	Statute of Limitations Expired
2011	266094	99101124700000000	Hoan Kim	$ 200.25	$ 20.03	Statute of Limitations Expired
2011	258123	99081210270000000	Hoang Liem Inc	$ 158.25	$ 15.83	Statute of Limitations Expired
2011	262731	99090908570000000	Hoang Yen Restaurant & Bar	$ 135.99	$ 13.60	Statute of Limitations Expired
2011	262992	99091029380000000	Hollins Darren	$ 21.42	$ 2.14	Statute of Limitations Expired
2011	263241	99090827470000000	Hollywood Beauty Salon	$ 242.59	$ -	Statute of Limitations Expired
2011	263754	99091221220000000	Holy Ghost Revival Outreach	$ 18.18	$ 1.82	Statute of Limitations Expired
2011	247020	99051221330000000	Home Grocery	$ 45.24	$ 4.52	Statute of Limitations Expired
2011	265143	99101018480000000	Hortman Mike	$ 102.24	$ 10.22	Statute of Limitations Expired
2011	251973	99850770000003400	Horton Jason	$ 2,386.97	$ 238.70	Statute of Limitations Expired
2011	13191	99982160000153600	HSS Enterprises Inc	$ 15.61	$ 1.56	Statute of Limitations Expired
2011	257595	99051108150000000	Hunter Zamora Hallman Inc	$ 174.18	$ 17.42	Statute of Limitations Expired
2011	243555	99200408300016800	Huynh Kinh Ngoc	$ 8.74	$ -	Statute of Limitations Expired
2011	263838	99100104690000000	I3 Construstion	$ 64.47	$ 6.45	Statute of Limitations Expired
2011	247701	99060131490000000	Impex Auto Sales Inc	$ 5.64	$ 0.56	Statute of Limitations Expired
2011	263664	99091019560000000	Industrial Catering Service	$ 337.43	$ 33.74	Statute of Limitations Expired
2011	257700	99080924330000000	Instant Tax Service	$ 41.22	$ 4.12	Statute of Limitations Expired
2011	263862	99100106230000000	Integrity Home Heath LLC	$ 14.73	$ 1.47	Statute of Limitations Expired
2011	239724	99200334600053400	J Higgins Trucking Inc	$ 721.37	$ 72.14	Statute of Limitations Expired
2011	265614	99100914280000000	Jackson Paul	$ 181.50	$ 18.15	Statute of Limitations Expired
2011	266583	99110331470000000	Jads Beauty	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	247578	99060126710000000	Jalil Roufeh	$ 26.07	$ 2.61	Statute of Limitations Expired
2011	254598	99071009130000000	Jeannie Rudisill	$ 4,777.47	$ 477.75	Statute of Limitations Expired
2011	266268	99110105410000000	Jerrys Auto Repair	$ 35.86	$ 3.59	Statute of Limitations Expired
2011	266709	99110418390000000	Jo Auto Sales	$ 28.96	$ 2.90	Statute of Limitations Expired
2011	265140	99101014800000000	Johnson Benjamin	$ 15.78	$ 1.58	Statute of Limitations Expired
2011	254529	99070917340000000	Jordan Willis/Autobahn	$ 212.16	$ 21.22	Statute of Limitations Expired
2011	256128	99P10179300000000	Jordan Willis	$ 140.92	$ -	Statute of Limitations Expired
2011	266160	99101208980000000	Joy Tuberville Isa Karate	$ 166.92	$ 16.69	Statute of Limitations Expired
2011	266004	99101110900000000	Jp Enterprise Inc	$ 9.37	$ 0.94	Statute of Limitations Expired
2011	2757	99200021600171150	Kamilas Beauty Salon	$ 40.09	$ 4.01	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL

PERSONAL PROPERTY

EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	265653	99100915390000000	Keep it Klassy	$ 73.98	$ 7.40	Statute of Limitations Expired
2011	265977	99101110100000000	Kitchen Bath Floors and More	$ 191.51	$ 19.15	Statute of Limitations Expired
2011	11556	99962980000087700	Krasniqi Nazmi	$ 247.10	$ 24.71	Statute of Limitations Expired
2011	244476	99200408300249600	Kreft Nigel	$ 435.09	$ -	Statute of Limitations Expired
2011	265812	99101012500000000	La Barata	$ 28.15	$ 10.69	Statute of Limitations Expired
2011	247881	99060209630000000	La Polla Coatings	$ 24.31	$ 2.43	Statute of Limitations Expired
2011	264411	99100428790000000	Lang Holdings	$ 7.05	$ 0.71	Statute of Limitations Expired
2011	258891	99L09685400000000	Legends LLC	$ 59.05	$ 5.91	Statute of Limitations Expired
2011	265854	99101014900000000	Little Steps Daycare	$ 70.74	$ 7.07	Statute of Limitations Expired
2011	262677	99090827510000000	Llanito Alfredo H	$ 285.36	$ 28.54	Statute of Limitations Expired
2011	259005	99P10653000000000	Ln Car Sales Inc	$ 96.09	$ -	Statute of Limitations Expired
2011	263547	99090237100000000	Ln Car Sales Inc	$ 3.66	$ -	Statute of Limitations Expired
2011	9237	99922160000175000	Loftin Eddie	$ 80.82	$ 8.08	Statute of Limitations Expired
2011	255243	99080114290000000	Logos Church of God	$ 18.67	$ 1.87	Statute of Limitations Expired
2011	3705	99200121400080500	Long Mary/Absolute Chiropractic	$ 500.34	$ 50.03	Statute of Limitations Expired
2011	4989	99200225200039350	Lopez Jose	$ 39.46	$ 3.95	Statute of Limitations Expired
2011	251616	99070418740000000	Lu Jia	$ 29.80	$ 2.98	Statute of Limitations Expired
2011	265479	99100825200000000	Magana Lucerio	$ 26.56	$ 2.66	Statute of Limitations Expired
2011	8319	99900030000184150	Magee Uneeda	$ 597.64	$ 59.76	Statute of Limitations Expired
2011	10542	99950170000039600	Magic Food Mart	$ 224.13	$ 22.41	Statute of Limitations Expired
2011	4095	99200126700212400	Malones Cost Plus Inc	$ 14.16	$ 1.42	Statute of Limitations Expired
2011	265809	99101012300000000	Mariscos La Estrella	$ 131.90	$ 13.19	Statute of Limitations Expired
2011	263343	99090909126000000	Marjies Sandwiches	$ 28.11	$ 2.81	Statute of Limitations Expired
2011	5268	99200225200103950	Mars Auto Repair	$ 9.30	$ 0.93	Statute of Limitations Expired
2011	263907	99100120660000000	Martin Adam	$ 6.41	$ 0.64	Statute of Limitations Expired
2011	242961	99050517260000000	Martinelli Ronald	$ 31.71	$ 3.17	Statute of Limitations Expired
2011	267210	99061228180000000	Martinez Jeff	$ 75.04	$ 7.50	Statute of Limitations Expired
2011	255345	99080212800000000	MB Electrical Inc	$ 726.30	$ 72.63	Statute of Limitations Expired
2011	263604	99091002300000000	Mcada Electric	$ 3.52	$ 0.35	Statute of Limitations Expired
2011	11046	99952150000198400	Mcclure Richard	$ 85.82	$ 8.58	Statute of Limitations Expired
2011	153	99P15851000000000	Mcclure William Richard	$ 166.72	$ -	Statute of Limitations Expired
2011	267264	99120103320000000	Mccoy Linda	$ 16.14	$ 1.61	Statute of Limitations Expired
2011	263694	99091214330000000	Mccreey Terry	$ 20.72	$ 2.07	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT		MISC AMOUNT		REASON
2011	266253	99101222460000000	Mcrae Willard	$	45.94	$	4.59	Statute of Limitations Expired
2011	10797	99950650000146100	Meade Douglas Scott	$	135.35	$	13.54	Statute of Limitations Expired
2011	266550	99110331129000000	Mehlhoff Vanessa	$	17.33	$	1.73	Statute of Limitations Expired
2011	266553	99110331131000000	Mendosa Cardosa Brian	$	35.23	$	3.52	Statute of Limitations Expired
2011	265689	99100915910000000	Metrohaven of Love Inc	$	89.63	$	8.96	Statute of Limitations Expired
2011	2760	99200021600171200	Millennium Notary Service	$	29.45	$	2.95	Statute of Limitations Expired
2011	265923	99101020250000000	Monte Juan	$	304.81	$	30.48	Statute of Limitations Expired
2011	263283	99090903450000000	Movimiento Pro Integral Del Se	$	13.11	$	1.31	Statute of Limitations Expired
2011	263178	99081015660000000	MPT Remodeling	$	20.57	$	2.06	Statute of Limitations Expired
2011	267036	99P11110300000000	Munguia Lucas	$	35.23	$	-	Statute of Limitations Expired
2011	257769	99081006120000000	Murshid Enterprises Inc/Quiznos	$	276.13	$	27.61	Statute of Limitations Expired
2011	267285	99120207150000000	Mwinga Kennedy	$	42.15	$	4.22	Statute of Limitations Expired
2011	263784	99091223270000000	Natures Way	$	13.81	$	1.38	Statute of Limitations Expired
2011	5595	99200225200246400	Needham Elbert	$	18.32	$	1.83	Statute of Limitations Expired
2011	264036	99100127320000000	Nelsons Karate Do	$	21.49	$	2.15	Statute of Limitations Expired
2011	265740	99100928240000000	Neuroticos Anonimos	$	8.31	$	0.83	Statute of Limitations Expired
2011	9636	99932280000161300	Nguyen Le	$	51.22	$	5.12	Statute of Limitations Expired
2011	265884	99101018550000000	Nguyen Quinn	$	84.41	$	8.44	Statute of Limitations Expired
2011	262776	99090908750000000	Nguyen Terry	$	365.83	$	36.58	Statute of Limitations Expired
2011	7413	99870970000059650	Nguyen Thinh	$	152.26	$	15.23	Statute of Limitations Expired
2011	262815	99090909800000000	Nha Trang Quan	$	71.16	$	7.12	Statute of Limitations Expired
2011	265827	99101032700000000	No One Has To Know	$	190.10	$	19.01	Statute of Limitations Expired
2011	3213	99200101700026200	Nolan Sandra	$	61.72	$	6.17	Statute of Limitations Expired
2011	255951	99B03137000000000	Nortex Water Sports Inc	$	105.69	$	-	Statute of Limitations Expired
2011	24726	99060214101000000	North Texas Recovery Center	$	57.14	$	5.71	Statute of Limitations Expired
2011	265443	99100824530000000	NTSAC	$	16.06	$	1.61	Statute of Limitations Expired
2011	247914	99060213560000000	Nunez Auto Repair	$	31.00	$	3.10	Statute of Limitations Expired
2011	3342	99200101700101200	Nwankpa Alex	$	17.62	$	1.76	Statute of Limitations Expired
2011	2703	99200021600169150	Nye John/Auditax	$	10.36	$	1.04	Statute of Limitations Expired
2011	244893	99050601430000000	Ok Soo Kim	$	19.38	$	1.94	Statute of Limitations Expired
2011	251055	99061219430000000	Olvera Leo	$	286.35	$	28.64	Statute of Limitations Expired
2011	3087	99200029800221150	Oneil Relocation	$	2,869.41	$	286.94	Statute of Limitations Expired
2011	244311	99200408300178000	Oommen Johnson/Atlas Video	$	19.94	$	1.99	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
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EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	265368	99071004270000000	Open Door Realtors Llc	$ 41.29	$ 4.13	Statute of Limitations Expired
2011	267201	99111103180000000	Opposition Inc	$ 106.68	$ 10.67	Statute of Limitations Expired
2011	257778	99081006720000000	Ortiz Erique	$ 66.58	$ 6.66	Statute of Limitations Expired
2011	266667	99110413128000000	Ottavi Sonya	$ 5.28	$ 0.53	Statute of Limitations Expired
2011	255192	99080107117000000	Owens Rhonda	$ 134.72	$ -	Statute of Limitations Expired
2011	238668	99030923093422773	Owkilage Celetine	$ 131.69	$ 13.17	Statute of Limitations Expired
2011	265194	99L10581900000000	Pacific American Capital Llc	$ 255.28	$ -	Statute of Limitations Expired
2011	4158	99200133100000900	Paixao Luiz Silva	$ 277.54	$ 27.75	Statute of Limitations Expired
2011	265575	99100902500000000	Palsingh Varun	$ 99.77	$ 9.98	Statute of Limitations Expired
2011	5589	99200225200245950	Panderia La Potosina	$ 68.35	$ -	Statute of Limitations Expired
2011	250662	99061012890000000	Parks Eyecare	$ 127.67	$ 12.77	Statute of Limitations Expired
2011	240105	99200334600383900	Pascual Ochoa	$ 45.31	$ 4.53	Statute of Limitations Expired
2011	14340	99992310000202000	PDHD Enterprises Inc	$ 66.73	$ 6.67	Statute of Limitations Expired
2011	7971	99890060000190950	Penn Industries Inc	$ 398.24	$ 39.82	Statute of Limitations Expired
2011	265662	99100915720000000	Pepper Soup Joint	$ 83.00	$ 8.30	Statute of Limitations Expired
2011	255066	99071210320000000	Perez Rafael	$ 17.83	$ 1.78	Statute of Limitations Expired
2011	239088	99200324700163500	Perry CG Investments Inc	$ 1,549.27	$ 154.93	Statute of Limitations Expired
2011	266304	99110111350000000	Perry Hardwood Flooring	$ 92.02	$ 9.20	Statute of Limitations Expired
2011	266607	99110405100000000	Pesina Anna	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	265701	99100920390000000	Peterson Reginald	$ 48.97	$ 4.90	Statute of Limitations Expired
2011	11307	99962560000000300	Phan Dinh Chinh & Lan Thily	$ 307.49	$ 30.75	Statute of Limitations Expired
2011	243942	99200408300125450	Phoenix Auto Collision Center	$ 237.03	$ 23.70	Statute of Limitations Expired
2011	257997	99081030390000000	Phomphakdy Alex	$ 27.20	$ 2.72	Statute of Limitations Expired
2011	239232	9920032470018380	Pollo Salsa	$ 188.20	$ 18.82	Statute of Limitations Expired
2011	240447	99902140000121900	Porter Brian	$ 602.93	$ -	Statute of Limitations Expired
2011	255498	99080403163000000	Porter Greg/Greg Porter CPA	$ 16.06	$ 1.61	Statute of Limitations Expired
2011	258171	99081215170000000	Poum Linda/RP Motor Sports	$ 17.62	$ 1.76	Statute of Limitations Expired
2011	263925	99100125116000000	Power Plus Personnel	$ 14.09	$ 1.41	Statute of Limitations Expired
2011	263814	99100104270000000	Preferred Quality Medical Serv	$ 25.44	$ 2.54	Statute of Limitations Expired
2011	263541	99090923680000000	Pride E M S	$ 608.84	$ -	Statute of Limitations Expired
2011	257877	99081013840000000	Pro Star Cyclewerks	$ 127.60	$ 12.76	Statute of Limitations Expired
2011	267276	99L11382900000000	Proprint	$ 4,891.47	$ -	Statute of Limitations Expired
2011	265554	99100901430000000	Punsopa Muay Thai	$ 12.12	$ -	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
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YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	225684	99200334600031250	QCMC Inc	$ 70.46	$ 7.05	Statute of Limitations Expired
2011	265875	99101018460000000	QMNT Llc	$ 131.48	$ -	Statute of Limitations Expired
2011	258252	99090112810000000	Quoc Vu	$ 195.95	$ 19.60	Statute of Limitations Expired
2011	8517	99902190000076250	Qureshi Musheer	$ 37.70	$ 3.77	Statute of Limitations Expired
2011	243864	99200408300123950	R & A Marble	$ 57.14	$ 5.71	Statute of Limitations Expired
2011	239709	99200334600052400	R & R Motors	$ 33.96	$ 3.40	Statute of Limitations Expired
2011	265650	99100915320000000	Rajan Abraham	$ 62.43	$ 6.24	Statute of Limitations Expired
2011	264327	99100428109000000	Rakstak Enterprises	$ 7.05	$ 0.71	Statute of Limitations Expired
2011	265797	99101006800000000	Ramirez Jesus	$ 204.83	$ 20.48	Statute of Limitations Expired
2011	264165	99100311160000000	Ramirez Marco	$ 12.05	$ 1.21	Statute of Limitations Expired
2011	254850	99071112100000000	Ramirez Phillip	$ 33.12	$ 3.31	Statute of Limitations Expired
2011	248826	99P54045000000000	Ramirez Wilma	$ 223.92	$ -	Statute of Limitations Expired
2011	266124	99101206410000000	Regalo De Vida 2	$ 122.54	$ 12.26	Statute of Limitations Expired
2011	232293	99200133100027550	Resetar Janet Attorney	$ 7.12	$ -	Statute of Limitations Expired
2011	254541	99070919600000000	Reveal Products Inc	$ 93.29	$ 9.33	Statute of Limitations Expired
2011	264738	99P10890900000000	Rodgers Wayne and Sarah	$ 57.83	$ -	Statute of Limitations Expired
2011	247083	99051228110000000	Rodriguez Isabel	$ 83.57	$ 8.36	Statute of Limitations Expired
2011	6027	99813640000473700	Romero Guterrez Gelver	$ 90.12	$ 9.01	Statute of Limitations Expired
2011	12444	99972050000090400	Romo Rogelio	$ 138.95	$ 13.90	Statute of Limitations Expired
2011	251904	99200225200025200	Royal Communications	$ 18.18	$ -	Statute of Limitations Expired
2011	262953	99091221800000000	Ruby Janes Reto Fabric	$ 38.05	$ 3.81	Statute of Limitations Expired
2011	266445	99110124310000000	Rupein Arman	$ 152.90	$ 15.29	Statute of Limitations Expired
2011	254628	99071015600000000	Rusty Buffalo Co The	$ 186.44	$ 18.64	Statute of Limitations Expired
2011	263514	99090923520000000	Saad Imad	$ 6.62	$ 0.66	Statute of Limitations Expired
2011	263958	99100125580000000	Sabor Latino Restaurant	$ 70.25	$ 7.03	Statute of Limitations Expired
2011	266706	99110418330000000	Sackor	$ 28.96	$ 2.90	Statute of Limitations Expired
2011	12453	99972050000095250	Salinas Domingos	$ 112.60	$ 11.26	Statute of Limitations Expired
2011	262770	99090908730000000	Sat Wireless	$ 138.24	$ 13.82	Statute of Limitations Expired
2011	10455	99943120000021400	Schefer Evanor	$ 76.24	$ 7.62	Statute of Limitations Expired
2011	258396	99090126370000000	Segars Ralph/RSAI	$ 83.78	$ 8.38	Statute of Limitations Expired
2011	8562	99903060000005750	Shelton William	$ 42.14	$ 4.21	Statute of Limitations Expired
2011	254724	99071029110000000	Sierra Sleep Technologies	$ 136.20	$ 13.62	Statute of Limitations Expired
2011	251094	99061220330000000	Silva Miguel	$ 46.50	$ 4.65	Statute of Limitations Expired
2011	258969	99P10547300000000	Silver City Auto Sales Inc	$ 44.19	$ -	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL

PERSONAL PROPERTY

EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	10386	99942070000250250	Simonetti Paul	$ 6.55	$ 0.66	Statute of Limitations Expired
2011	6906	99850770000022650	SM and Lee Inc	$ 475.32	$ 47.53	Statute of Limitations Expired
2011	25119	99061228500000000	SM and Lee Inc	$ 146.77	$ 14.68	Statute of Limitations Expired
2011	247563	99060126500000000	Smith Larry	$ 88.15	$ -	Statute of Limitations Expired
2011	264336	99100428119000000	Solo Intl Corp	$ 7.05	$ 0.71	Statute of Limitations Expired
2011	263070	99091228240000000	Sorto Luis	$ 21.42	$ 2.14	Statute of Limitations Expired
2011	264288	99100413730000000	Sosa Jose	$ 81.03	$ 8.10	Statute of Limitations Expired
2011	248007	99060216770000000	Sperber Bruno	$ 22.62	$ 2.26	Statute of Limitations Expired
2011	255090	99071211500000000	Split Endz	$ 114.22	$ 11.42	Statute of Limitations Expired
2011	258351	99090114690000000	Star Path Studio	$ 52.70	$ 5.27	Statute of Limitations Expired
2011	265506	99100826700000000	Star Plex Inc	$ 10.29	$ 1.03	Statute of Limitations Expired
2011	267039	99P11123200000000	Starlight Associates	$ 35.23	$ -	Statute of Limitations Expired
2011	245088	99L05258300000000	Sterling Payphones LLC	$ 22.83	$ 2.28	Statute of Limitations Expired
2011	266652	99110413108000000	Steward Angela	$ 5.28	$ 0.53	Statute of Limitations Expired
2011	263121	99100407104000000	Stoker Tina	$ 11.13	$ 1.11	Statute of Limitations Expired
2011	7653	99873640000067850	Superior Marbel Co Inc	$ 207.72	$ 20.77	Statute of Limitations Expired
2011	262806	99090909370000000	Sweet Bakery	$ 234.07	$ 23.41	Statute of Limitations Expired
2011	250809	99061030120000000	Swinners Betty	$ 36.29	$ 3.63	Statute of Limitations Expired
2011	11496	99962560000213450	Tadia Jose	$ 129.86	$ 12.99	Statute of Limitations Expired
2011	8931	99913310000020450	Tan Phung Inc	$ 196.58	$ 19.66	Statute of Limitations Expired
2011	243831	99200408300123400	Taqueria Diana	$ 71.31	$ 7.13	Statute of Limitations Expired
2011	7215	99860020000930150	Taub Greg	$ 212.08	$ 21.21	Statute of Limitations Expired
2011	265947	99101020900000000	Tax and Home Retention Liz	$ 4.09	$ 0.41	Statute of Limitations Expired
2011	266292	99110111130000000	Tenaye Injera Bakery	$ 73.84	$ 7.38	Statute of Limitations Expired
2011	258990	99P10636800000000	Texas Auto Pro Corp	$ 153.18	$ -	Statute of Limitations Expired
2011	265737	99100928220000000	Texas Disel Solutions	$ 178.05	$ 17.81	Statute of Limitations Expired
2011	239145	99200324700164950	TG & Chang Beverage Inc	$ 518.30	$ 51.83	Statute of Limitations Expired
2011	264186	99100317170000000	The Potters House Christian	$ 6.20	$ 0.62	Statute of Limitations Expired
2011	250533	9906100917000000	The Takery Llc	$ 20.01	$ 2.00	Statute of Limitations Expired
2011	267204	99111103200000000	The Trailersmith Llc	$ 60.03	$ 6.00	Statute of Limitations Expired
2011	263361	99090909440000000	Thompson Shaji	$ 131.84	$ 20.95	Statute of Limitations Expired
2011	263169	99080213580000000	Toddler Tune Development	$ 56.23	$ 5.62	Statute of Limitations Expired
2011	5886	99200301800166350	Tomorrow Wireless	$ 32.62	$ 3.26	Statute of Limitations Expired
2011	263775	99091223170000000	Tortas Burger & Co	$ 129.93	$ 12.99	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	REASON
2011	247476	99060124800000000	Total Outdoor Services	$ 22.48	$ 2.25	Statute of Limitations Expired
2011	266076	99101124120000000	Tran Michael	$ 31.85	$ 3.19	Statute of Limitations Expired
2011	10167	99942070000142700	Tran Trang	$ 5.35	$ -	Statute of Limitations Expired
2011	5943	99200313500003700	Transition Auto Fin Inc	$ 63.06	$ 6.31	Statute of Limitations Expired
2011	264342	99100428127000000	Trident Press Intl	$ 7.05	$ 0.71	Statute of Limitations Expired
2011	12033	99970440000020200	Trinh Ha Ngoc	$ 56.30	$ 5.63	Statute of Limitations Expired
2011	11994	99970440000017250	Truong Vanha	$ 124.15	$ 12.42	Statute of Limitations Expired
2011	263985	99100125740000000	TS Hair Essentials	$ 33.54	$ 3.35	Statute of Limitations Expired
2011	264138	99100224160000000	Tuggle Jeramy	$ 3.52	$ 0.35	Statute of Limitations Expired
2011	263220	99090827230000000	Tuniyants Arman	$ 26.07	$ -	Statute of Limitations Expired
2011	241185	99200334600221600	Tycoon Conoco	$ 106.39	$ 10.64	Statute of Limitations Expired
2011	2166	99199929900129650	V3 Investments Lp	$ 423.89	$ -	Statute of Limitations Expired
2011	14304	99992310000179700	V3 Investments Lp	$ 6.62	$ -	Statute of Limitations Expired
2011	254532	99070917350000000	Valazquez Daniel	$ 55.10	$ 5.51	Statute of Limitations Expired
2011	265914	99101020160000000	Vargas Mario	$ 41.43	$ 4.14	Statute of Limitations Expired
2011	266619	99110405400000000	Vasquez Isidro	$ 35.23	$ 3.52	Statute of Limitations Expired
2011	239025	99200324700146150	Vasquez Ricardo	$ 14.16	$ 1.42	Statute of Limitations Expired
2011	265782	99101006580000000	Vice Tarran	$ 121.33	$ 12.13	Statute of Limitations Expired
2011	265986	99101110300000000	Viet Today	$ 6.48	$ 30.65	Statute of Limitations Expired
2011	247854	99060208590000000	Villalobos Christina	$ 43.47	$ 4.35	Statute of Limitations Expired
2011	3051	99200029800123750	Villeral Irma	$ 31.64	$ 3.16	Statute of Limitations Expired
2011	243708	99200408300057350	Vu Henry	$ 18.53	$ 1.85	Statute of Limitations Expired
2011	251412	99070221350000000	Wafer Chris&Damon Batiste	$ 19.73	$ 1.97	Statute of Limitations Expired
2011	266301	99110111290000000	Walker Brian	$ 61.72	$ 6.17	Statute of Limitations Expired
2011	257727	99080929250000000	Wallace Jimmy	$ 112.60	$ 11.26	Statute of Limitations Expired
2011	263697	99091214510000000	Wallace M Millie	$ 20.72	$ 2.07	Statute of Limitations Expired
2011	266478	99110207000000000	Wen Da Jiang	$ 80.68	$ 8.07	Statute of Limitations Expired
2011	255096	99071212330000000	William Emma Moore Stanley	$ 35.23	$ -	Statute of Limitations Expired
2011	266064	99101122480000000	Williams Ava	$ 61.30	$ 6.13	Statute of Limitations Expired
2011	257937	99081022470000000	Williams Cristhian	$ 101.25	$ 10.13	Statute of Limitations Expired
2011	263016	99091214320000000	Williams Joyce	$ 20.72	$ 2.07	Statute of Limitations Expired
2011	266421	99110119440000000	Williams Monica	$ 3.66	$ 0.37	Statute of Limitations Expired
2011	266889	99L10914700000000	Worldpay	$ 14.37	$ 1.44	Statute of Limitations Expired
2011	266577	99110331280000000	Wright Sandra	$ 35.23	$ 3.52	Statute of Limitations Expired

ADJUSTMENTS TO TAX ROLL
PERSONAL PROPERTY
EXHIBIT B

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT		MISC AMOUNT		REASON
2011	266121	99101206370000000	Wright Terry	$	91.25	$	9.13	Statute of Limitations Expired
2011	240207	99200334600386350	Wroblski Jim/Jim Trim Shop	$	17.76	$	1.78	Statute of Limitations Expired
2011	266322	99110112140000000	Xavier Elgin	$	5.64	$	0.56	Statute of Limitations Expired
2011	266475	99110207600000000	Xiong Rose	$	61.72	$	6.17	Statute of Limitations Expired
2011	264111	99100202510000000	Yogen Fruz	$	195.53	$	-	Statute of Limitations Expired
2011	263826	99100104500000000	Young Ronnie	$	34.38	$	3.44	Statute of Limitations Expired
2011	244899	99050601460000000	Young Yi	$	40.09	$	4.01	Statute of Limitations Expired
				$	**71,693.17**	**$**	**5,920.91**	

$	71,693.17	TOTAL TAX AMOUNT
$	5,920.91	TOTAL MISC. AMOUNT
$	**77,614.08**	**TOTAL ADJ AMOUNT**
		(# OF RECORDS = 373)

YEAR	ACCT#	CAD ACCOUNT#	NAME	TAX AMOUNT	MISC AMOUNT	STATUS	REASON
2011	2622	99200021600129450	Ez African Food Store Inc	$ 67.92	$ 6.79	JS16-00012D	Excluded per attorney
2011	10245	99942070000154300	Gallardo Martin/Top Auto Trim	$ 10.57	$ 1.06	12-01318	Excluded per attorney
2011	9270	99922160000217500	Huynh David/Phillps Auto Repair	$ 67.85	$ 6.79	JS14-00631	Excluded per attorney
2011	5562	99200225200204500	Kathy Danbank Ins	$ 13.74	$ 1.37	JC10-40	Excluded per attorney
2011	250470	99061002320000000	Laton Gentry	$ 68.21	$ 6.82	14-00020	Excluded per attorney
2011	255303	99080128610000000	Luu Tuan & Rose	$ 46.01	$ 4.60	JS16-00011D	Excluded per attorney
2011	251190	99061228180000000	Martinez John	$ 33.54	$ 3.35	JS16-00019D HC10-1592D	Excluded per attorney
2011	255339	99080212420000000	Metroplex Ins Agency	$ 31.92	$ 3.19	13-00149	Excluded per attorney
2011	266874	99972800000116850	Rafferty Paul	$ 103.11	$ 18.06	TX15-00265	Excluded per attorney
2011	246951	99051215116000000	Relief Medical Supplies	$ 32.48	$ 3.25	JC11-80	Excluded per attorney
2011	255171	99080103210000000	Rodriguez Cesar	$ 7.86	$ 0.79	13-00167	Excluded per attorney
2011	265932	99101020420000000	Tinas Gifts	$ 60.17	$ 6.02	JS16-00015D	Excluded per attorney
2011	251451	99070301170000000	Ventura William	$ 24.71	$ 4.38	13-001638	Excluded per attorney
				$ 568.09	**$ 66.47**		

EXHIBIT B - TOTAL	
$ 71,693.17	TAX AMOUNT
$ 5,920.91	MISC AMOUNT
$ 77,614.08	

EXCLUDED TOTALS	
$ 568.09	TAX AMOUNT
$ 66.47	MISC AMOUNT
$ 634.56	

REPORT TOTALS	
$ 72,261.26	TAX AMOUNT
$ 5,987.38	MISC AMOUNT
$ 78,248.64	

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item 1. b.**

Meeting Date: September 6, 2016
Item Title: CIS System Consulting Engagement Bid Award
Submitted By: Kevin Slay, Managing Director
Council Goal: Consistent Delivery of Reliable City Services

ISSUE

Consider a bid award for Westin Engineering, Inc. for consulting services for the assessment and evaluation of utility customer care and billing systems. These systems are commonly referred to as Customer Information Systems or “CIS”.

OPTIONS

Unless otherwise directed by City Council, staff will place a bid award for the consulting engagement with Westin Engineering, Inc. in the amount of $235,320 for the assessment and evaluation of utility customer care and billing systems on the September 20, 2016 Regular Meeting. A draft of the proposed scope of work and contract is attached. Please note that the Westin Engineering, Inc. has accepted the terms of the City’s standard “PROFESSIONAL SERVICES AGREEMENT” which has previously been reviewed and accepted by the City Attorney’s office.

BACKGROUND

The City’s current utility customer care and billing system was installed in 2007. Since that time, the ownership of the system has changed multiple times – most recently in 2014. The system processes approximately 78,900 utility bills per month.

The City was informed in 2014 that the version of the incumbent system installed at the City would be considered “end of life” at the end of 2015 meaning that no further development would take place. This meant the City would need to plan for an upgrade of the system and a FY 16 project request for a 9 to 12-month project totaling an estimated $1.25M was submitted for review by the Information Technology Board (ITB) in March, 2015. The ITB approved the project request to be funded 50% in FY 16 and 50% in FY 17. The Upgrade project estimate was submitted for inclusion in the FY 16 IT Project Budget and subsequently approved for $625,500. Since the time the FY 16 budget was approved in September, 2015, the vendor has delayed the release of the new version. More importantly, features that were highly desired by key stakeholders, Customer Service and Environmental Waste Services, were removed from the future version. These features included enhancements to web-based payments, smartphone payment enhancements, mobile workforce capabilities and enhancements to the system intended to improve efficiency for call center agents. A meeting with the vendor’s chief technology officer revealed that other desired enhancements and desired modernization of the system’s core architecture are no longer within the vendor’s five-year product roadmap, despite marketing claims otherwise.

CONSIDERATION

With the aforementioned developments in mind, City IT and Customer Service proposed the ITB consider a change to the FY 16 Upgrade project request and evaluate other options for a CIS system in lieu of the delayed upgrade. The proposal included the use a portion of the FY 16 Project funds that had previously been approved for the upgrade to fund a consulting engagement to conduct the assessment and evaluation process to determine if a product more suited to the City’s current and future needs was available in the marketplace. The ITB approved the proposed project change pursuant to City Council’s approval of the Westin Engineering, Inc. bid award. Staff desires to complete the assessment and evaluation in early 2017 in order to submit a project request to the Information Technology Board for a proposed FY 18 project to implement a replacement utility customer care and billing system if a desirable system is identified and selected. The budget for the project, if approved by the ITB, would appear in City Council’s FY 18 IT Project Budget and a system purchase, if any, would appear before Council for consideration as a Bid Award.

Note: The Information Technology Board (ITB) is the IT governance board for the City. Members of the ITB are the City’s Senior Team – City Manager, Deputy City Manager, Assistant City Manager, and Senior Managing Directors.

Attachments

Draft Agreement

Statement of Work

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of Click here to enter effective date. by and between City of Garland, Texas (hereinafter the "City" or "Client"), and Westin Engineering (hereinafter "Provider").

1. SERVICES

1.1. Provider shall provide professional services (the "Services") as may be further specified in a Statement of Work executed by the parties. In the event of a conflict between this Agreement and the Statement of Work, the terms of this Agreement shall prevail.

1.2. If the Services are performed at a Client's location, Client shall ensure that appropriate and reasonable computer hardware, software and communications resources, system and user documentation, office space, telephone service, copying, facsimile or postage and general office supplies and support to Provider personnel as necessary to perform the Services are provided.

1.3. ACCEPTANCE: The Services provided by Provider to Client shall be deemed accepted for all purposes (15) fifteen days after presentation of invoice for such Services, if Provider has received no written claim or objection regarding such Services within the 15-day period.

2. INVOICES

2.1. Provider shall invoice Client each month for Services rendered plus out-of-pocket expenses incurred during the preceding week. Client will pay such invoices within thirty (30) days after receipt. In the event of any dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein.

Provider shall be reimbursed for reasonable out-of-pocket expenses of its consultants, and other expenses, incurred in performance of any Services requested by Client which require out of town travel. These expenses may include round trip air fares, ground transportation, and actual living expenses. All hotel stays will be in a class of hotels similar to Marriott, Hilton or Sheraton. Provider consultants will take direct flight to and from designated cities for work and will return to Provider offices or their home base over the weekend.

2.2. City shall pay Provider for its services on a time and expenses basis. Payment for services under this Agreement shall be based upon the actual hours of service furnished, not to exceed the total amount set forth in the Statement of Work executed by the parties.

2.3. City agrees to pay the actual, necessary and reasonable expenses incurred by Provider in performing services under this Agreement for the City, or to reimburse Consultant for such expenses, as the case may be, for those expenses which the City has approved such as travel, lodging and meals.

2.4. Provider shall maintain records of all work done on behalf of the Client and of all expenses incurred for which Provider seeks payment or reimbursement. Unless otherwise approved in writing by the Client, payment of expenses incurred by Provider shall be based upon actual expenses, without mark-up. Client may review, during business hours and upon reasonable notice, all records supporting or constituting the basis of a request for payment or reimbursement. Provider shall retain such records at its expense for a period of not less than two years following completion of the work to be done under this Agreement

3. RIGHTS IN MATERIALS

Client shall own, upon payment of all fees incurred, any deliverables, including all reports, work product, software programs, source and object code, files, tapes, disks, and related user documentation, produced or developed for Client under this Agreement. Such deliverables shall be owned by Client for its own internal use. Provider does not convey nor does Client obtain any right in materials proprietary to Provider, which Provider may utilize or provide pursuant to the Services, or other materials not developed under this Agreement, except as otherwise agreed upon in writing by the parties. Provider shall be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques related to Provider's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this paragraph.

4. PERSONNEL

4.1. In recognition that Provider personnel (employees and subcontractors) performing under this Agreement may perform similar services for others, this Agreement shall not prevent Provider from providing services or developing materials that are competitive with those developed or provided hereunder regardless of any similarity to such services or materials, as long as no information obtained in connection with this Agreement is used in providing those services or developing those materials. Provider shall endeavor to honor a request for a specific consultant, subject to staffing or scheduling considerations; however, Provider shall determine the assignment of its personnel.

4.2. Client shall not during the term of this Agreement, and for a period of twelve (12) months following termination, solicit the employment of, employ or contract with Provider's personnel, either individually or through another party or employee, with whom Client has had contact under this Agreement. Client shall notify Provider prior to any discussion a Provider employee may have regarding employment.

5. WARRANTIES

5.1. Provider warrants to Client that during the term of this Agreement and for a period of fifteen (15) days from the date of final completion of the Services to be provided under this Agreement that the Services shall (a) be performed in a workmanlike manner in accordance with applicable commercial standards; (b) comply with any applicable law, rule or regulation, and Provider will have obtained all permits required to comply with such laws and regulations and (c) not violate or infringe upon any presently issued United States copyright, patent, trade secret or other property, contractual, employment or confidentiality right of a third party.

5.2. The foregoing warranties shall apply provided that (a) any software or other materials developed by Provider have not been modified, unless authorized by Provider in writing; (b) there has been no change in the computer equipment on which Provider installed any software, unless authorized by Provider in writing; (c) the computer equipment has sufficient capacity, is in good operating order and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or other third party; (e) Client promptly notifies Provider of the nonconformity after discovery.

5.3. Except as otherwise provided herein, Client accepts sole responsibility for the use of any software or other materials delivered hereunder to achieve Client's intended results and the results actually obtained from such software or materials.

THE FOREGOING WARRANTY IS Provider's ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE FOR THE BENEFIT OF CLIENT ONLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

6. CLIENT'S POLICIES/TRAINING

Provider shall, whenever on the Client's premises, obey all reasonable policies regarding conduct required by the Client.

7. TERMINATION

7.1. The Client may terminate this Agreement, without cause, upon notice to Provider. In the event the Client terminates this Agreement and Provider is not in breach or default of this Agreement, the Client agrees to pay Provider for services actually performed and for reasonable expenses actually incurred as of the day of termination, provided that such services and expenses conform to the terms of this Agreement.

7.2. Either party may terminate this Agreement for breach of a material term of this Agreement, including nonpayment of fees, upon giving the other party fifteen (15) days written notice identifying specifically the alleged breach, provided the breaching party does not cure such breach within the fifteen (15) days or such longer term as the parties mutually agree.

7.3. This Agreement may be terminated by Client upon thirty (30) days written notice, without further notice or further liability between the parties, in the event the Client does not have funds sufficient to continue this Agreement or such funds are not appropriated by the City Council of Client. In the event of termination under this section, Client shall pay Provider for all work performed through the date of termination and Provider obligations to provide services pursuant to this Agreement will cease as of the last day for which funds have been appropriated therefore.

7.4. Upon termination of this Agreement by either party, each party shall promptly return to the other all data, materials, and other properties of the other held by it; provided, however, if Client has not satisfied all outstanding invoices for Services performed by Provider prior to the date of termination, Provider shall be entitled to pursue its remedies at law or in equity.

8. LIMITATION OF LIABILITY

Provider's liability (whether in contract, tort, negligence, strict liability or by statute or otherwise) to Client or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to the direct and actual damages, not to exceed the fees received by Provider hereunder for the portion of the services giving rise to such claim.

9. CONFIDENTIAL INFORMATION

9.1. Each party agrees that any information concerning the other's business activities, products, research and technical knowledge disclosed by the party that is identified in writing as "Confidential Information" shall not be duplicated or disclosed to any other party, unless such duplication or disclosure is authorized by the other party. Each party shall protect the confidentiality of the Confidential Information in the same manner as it protects its own confidential information of like kind and shall restrict access to those of the recipient's personnel on a need to know basis.

9.2. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) that is or becomes publicly available through no breach of this Agreement, (b) independently developed by it, (c) previously known to it without obligation of confidence or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information.

10. TAXES

The City is tax exempt and can provide a certificate to that effect.

11. ASSIGNMENT

Neither party shall assign this Agreement without the other party's prior written consent.

12. ENTIRE AGREEMENT

This Agreement, including the Statement of Work, constitutes the entire understanding between Provider and Client regarding the subject matter hereof. Client is entering this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

13. SEVERABILITY

The headings of the various paragraphs of this Agreement are intended for convenience of reference only and are not to be construed to modify or otherwise affect the interpretation of any provision of this Agreement. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

14. FORCE MAJEURE

Neither Party shall be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of its obligations under this Agreement (other than the obligation to pay money) due solely to circumstances beyond the reasonable control of the Party experiencing such delay or failure, including, but not limited to, acts of God; unusually severe weather conditions; war, riots, requirements, actions or failures to act on the part of governmental authorities preventing performance; accident; fire; or transportation or transmission delays, curtailments or accidents (such causes hereinafter called "Force Majeure"); provided that: (a) the nonperforming Party gives the other Party reasonably prompt written notice describing the particulars of the Force Majeure; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; (c) the nonperforming Party uses its best efforts to remedy its inability to perform; (d) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect; and (e) the Force Majeure was not caused by or connected with any negligent or intentional acts, errors, or omissions of the nonperforming Party, or the nonperforming Party's failure to comply with any law, rule, regulation, order or ordinance, or any breach or default of this Agreement by the nonperforming Party.

15. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Texas without application of conflict of laws principles. The provisions and obligations of this Agreement are performable in Dallas County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

16. NOTICES

Any notice or other communication hereunder shall be in writing and shall be effective upon personal delivery, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), addressed to such party at the address set forth at the first page of this Agreement.

17. MISCELLANEOUS

17.1. Independent Contractor. Provider acknowledges that it is an independent contractor of the Client and that Provider is not an employee, agent, official or representative of the Client. Provider shall not represent, either expressly or through implication, that Provider is an employee, agent, official or representative of Client. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Provider. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

17.2. Insurance. Provider shall maintain insurance as follows:

17.2.1. Provider shall maintain in effect, at its own expense, comprehensive general liability insurance (bodily injury and property damage) of one million dollars ($1,000,000.00) aggregate coverage. Provider shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by the City, the cost of which shall be reimbursed by the City.

17.2.2. Provider shall provide workers compensation insurance for its employees and employer's liability insurance of one million dollars ($1,000,000.00). Provider agrees to hold harmless and indemnify the City, its officers, agents, employees and volunteers, for any claims arising out of any injury, disability, or death of any of Provider's employees.

17.2.3. Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

17.2.4. Provider shall, upon request, furnish the City certificates of insurance which shall include a provision that such insurance shall not be cancelled without at least thirty (30) days written notice to the City.

17.3. Modifications. The Client may, at any time, by written request, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work. If any such request causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made to in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Provider is not obligated to comply with any written change request hereunder unless and until the parties reach an agreement as to the equitable adjustment and the same is reflected as an addendum to this Agreement.

17.4. Indemnification.

17.4.1. Provider agrees to indemnify and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) arising from or attributable to the performance of Provider under this Agreement.

17.4.2. PAYMENT OF SUPPLIERS AND SUBCONTRACTORS / INDEMNIFICATION. Provider agrees that it shall be responsible for the payment of, and will pay, all subcontractors and suppliers it uses in connection with this Agreement. Provider further agrees that, in addition to the indemnification provided under Section 17.5.1 of this Agreement, that it shall indemnify and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, arising from the failure of Provider to pay its subcontractors or suppliers for services or equipment supplied in connection with this Agreement.

17.5. Survival. The terms of 2, 3, 4, 8, 9, and 17.5 shall survive termination of this Agreement for any reason.

17.6. Waiver. Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, expect as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No failure by one party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy, shall constitute a waiver of any such breach, subsequent breach, or any other covenant, agreement, term or condition.

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

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

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

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

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

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

17.13. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Provider represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

PROVIDER:	CLIENT: City of Garland
Address:	Address: 1490 State Highway 66 Garland, TX 75040
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
NAME	Bryan L. Bradford NAME
TITLE	City Manager TITLE
DATE	DATE

CITY OF GARLAND

PROPOSAL FOR CIS SELECTION PROCESS

DATE

06-17-2016

PREPARED FOR

GARLAND

PREPARED BY

Westin

PASSION FOR IMPROVING PERFORMANCE

GARLAND

CITY OF GARLAND

PROPOSAL FOR CIS SELECTION PROCESS

DATE

06-17-2016

June 17, 2016

Linda Wegenast
City of Garland
IT Project Manager
217 N. Fifth Street
Garland, Texas 75040

Subject: City of Garland proposal for consulting services, to provide assistance in requirements development, assessment, evaluation, acquisition and implementation planning of a new Customer Information System (CIS)

Dear Ms. Wegenast:

Westin Engineering, Inc. ("Westin") is pleased to submit this proposal for professional services to assist the City with requirements development, assessment, evaluation, acquisition and implementation planning of a new Customer information System (CIS). Westin has provided CIS Selection advisory and professional consulting services for several cities. Specifically, Westin has been working for several years with the City of Georgetown, TX, in the selection and implementation of a new CIS system, as well as other critical software systems to Georgetown. As Georgetown and Garland utilities are very similar, Westin is uniquely qualified to collaborate with you on this important initiative. Westin is also able to offer the same discounted rates used at Georgetown CIS selection project for the scope defined in this proposal.

Our desired outcome is the successful implementation of a contemporary customer information system which meets customers' functionality expectations and enables the City to operate at maximum efficiency. Our firm was founded over 30 years ago specifically to serve the technology needs of public sector utilities like yours – this is our company's primary focus and expertise.

Seasoned Program Manager: Stacey Aukamp will serve as Westin's Program Manager. Stacey is in charge of CIS Selection and Implementation, and has successfully assessed, selected, and implemented CIS for Georgetown Utility Systems, Tampa, Passaic Valley Water Commission, Murfreesboro, and many more.

Proven Approach: The Westin team will employ our proven methodology – which we have refined over the past 30 years – to design a practical solution that will meet Garland's unique needs and assure a successful customer management technology implementation. The result will be a practical Acquisition Strategy that will provide a solid foundation for selecting the most advantageous technology products and services, and improved business processes that fully exploit the enhanced customer care and billing functionality of new systems.

Experienced Project Team: We have formulated our project team to effectively address your specific RFP needs to assess, develop requirements, select and eventually implement a new CIS system that will provide a roadmap to customer management business and technology successes.

It is a privilege for Westin to continue to offer its technical expertise and familiarity to address your Customer management needs. Our team looks forward to working with you to establish a vision for the customer care and billing, capture requirements and develop a practical implementation scope and strategy that leads to a seamless realization of your organization's business goals and objectives.

If you have any questions, please contact Ms. Aukamp at 803.413.1455 or by email at stacy.aukamp@we-inc.com.

Sincerely,

Douglas A. Spiers

Douglas A. Spiers, P.E., Esq.
President
Westin Engineering, Inc.

A. SCOPE OF WORK

Our proposed Scope of Work is designed to assist the City further in developing a common Customer Care and Billing vision and to position the City to select the most advantageous CIS solution. The expected joint project outcome is the successful implementation of a contemporary customer information system that meets the City's customers' functionality expectations and enables the City to optimize its service levels and operational efficiency.

Phase I

Task 100 - Project Vision and Objectives

Westin will conduct facilitated vision and project strategy workshops and one-on-one meetings with the City's key management staff to document the overall vision and objectives for the new CIS. The CIS assessment and requirements development approach will be discussed and agreed upon during this workshop. The outcome of the Vision and Objectives Workshops will be documented and presented to the executive management for concurrence and approvals. The workshop topics include the following:

- Defining Customer Care and Billing vision and objectives
- Clarifying the project scope, timeline, deliverables, and approach

The workshops will support a unified vision for the new CIS system among the City of Garland's management team and key participants. The workshops will also be critical in guiding the project throughout the selection and implementation process, ensuring the City keeps a focus on what the original goals of the project were as it defines success.

Deliverables | Task 100 Key Deliverables:
Project Vision and Objective Workshop
Documented customer service vision and objectives for executive management review

Task 200 - Business Process Review and Procurement Strategy

Selected City staff will participate in a series of Business Process Review Workshops. Westin will facilitate up to eight (8) interactive workshops to review and discuss the City's "As-Is" customer management business processes, "To-Be" business processes, and industry best practices. The intent of these workshops is to drive the new CIS solution requirements. The outcome of the workshops is to further understand the As-Is and To-Be states within the following business process categories:

- Customer Care
- Meter to Cash
- Field Services
- Marketing and Sales
- Service Activation

During the workshops, Westin will also discuss desired business/system requirements to identify opportunities for improvement, highlight opportunities to implement "best practices," and establish priorities. Westin will encourage broad involvement in these workshops by customer service representatives and other future users of the new CIS to begin building ownership in the new system(s). As appropriate, Westin will inform workshop participants of opportunities to incorporate business best practices and new technologies into the City's business practices and/or the requirements for the CIS procurement. Westin will also ensure that foreseeable implementation risks are considered when compiling the City's CIS requirements and that opportunities to avoid or mitigate these risks are properly evaluated.

Westin will use the information collected in the workshops to do an analysis of the available CIS products in the market as they relate to the City's needs. Also, an estimated project budget will be developed for the full CIS implementation project. This will establish the order of magnitude budget for use by the City in establishing a project implementation budget. The project budget estimates will be based on published and quoted software pricing from representative software vendors.

The final deliverable in this phase, the Procurement Strategy Report, will contain system and process recommendations, a market analysis, and the estimated project budget. There will be a final overview and presentation of this deliverable at the end of Phase I.

Deliverables | Task 200 Key Deliverables:
Business Process Workshops
Procurement Strategy Report and Presentation

Phase II

Task 300 – System Requirements

Westin will use as input the information gathered from the Business Process workshops to develop an initial set of software requirements in a Requirements Spreadsheet. We will then provide the spreadsheet and conduct up to five (5) Requirement Review workshops to ensure that all material requirements are addressed. Many of the requirements are standard, but many will be very custom depending on services offered, billing areas/jurisdictions, service order requirements, etc.

At the conclusion of these business/system requirements workshops, project team members will prioritize the business requirements. These requirements artifacts will be prepared in a format to facilitate incorporation directly into the City's future procurement documents. The highest priority of requirements – "mandatory" or "critical" – will be suitable for qualifying potential vendors and their products. This will be a critical contract document to ensure the City receives what they want in a new CIS system; testing scenarios in CIS implementation should be tied back directly to this set of requirements as a key success factor.

Deliverables | Task 300 Key Deliverables:
Initial Requirements Spreadsheet
Facilitate Requirements Workshops
Final Requirements Spreadsheet with prioritized and validated requirement

Task 400 – Request for Proposal (RFP) Development

Westin will incorporate the requirements documents from the prior tasks into a Request for Proposal (RFP) that complies with the City of Garland's procurement policies. For those elements that allow scoring or permit a range of values to be assigned, appropriate tables will be appended to the requirements specifications. Also, Westin-supplied templates and the City's standard procurement templates will be utilized to finalize the following elements of the RFP:

- City of Garland's Terms and Conditions
- Vendor Response Forms
  - Functionality/Requirements questionnaires
  - Detailed cost forms
- Vendor Instructions

Westin will also support the City in finalizing the evaluation criteria and their weighting, and will recommend the selection process schedules for inclusion in the RFP. The RFP document will provide requirements, specifications, and design information to solicit proposals that address the following subjects:

- **Server environment |** Necessary hardware, software, and services
- **Software and services |** Necessary system and database software and services
- **Network environment |** Necessary connectivity hardware, software, and services
- **Desktop environment |** Necessary desktop hardware, software, and services
- **Sub-system environment |** Necessary hardware, software, and services for implementing subsystems such as web-enabling, cashiering, meter reading, billing, data mart, e-commerce, and imaging
- **Implementation services |** All services including project management, technical services, functional analysis, integration, modifications to CIS application, data conversion, bill printing, reporting, form letter generation, business process improvement, testing and utility acceptance, training, production cutover, and post implementation support.
- **Product modifications |** Proposed custom modifications to meet the City's requirements
- **Integration |** Proposed integrations with other City's applications
- Forms for detailed pricing (initial and life cycle) for the products and services required by the City
- Forms to respond to the City of Garland's functional and non-functional requirements

Westin will support final reviews by the project team and the purchasing department before delivering the RFP to the City for release.

The Westin team will provide support in responding to prospective vendors' questions submitted during the question periods. Westin will also participate in one CIS pre-proposal conference and will assist in documenting the results of this conference. During this period, we expect to draft text to answer questions or contribute to RFP Addendums relating to these procurements, but we anticipate that the City of Garland will want all written communications resulting from the procurement process to be formally issued by the City.

Deliverables | Task 400 Key Deliverables:
Finalized Request for Proposal Document
Documented responses to vendor questions

Task 500 – Proposal Evaluation

Westin will perform a technical evaluation of the proposals, and will support the selection teams' scoring of proposals in compliance with State of Texas procurement laws. The technical evaluation of the proposals will include the following:

- Compilation of quantitative results from proposal questionnaires
- Compilation and comparison of proposal cost data
- Assessment of technical aspects of the proposals
- Identification of exceptions, "red flags," and needed clarifications
- Responses to selection team questions

At the proposal review workshops, Westin will present its findings and quantitative data, and facilitate discussions to support the selection teams' scoring of the proposals to select a "short list" of vendors for further review and demonstrations. This workshop will also include discussion of the demonstration scenarios and presentation agendas that vendors will be required to follow during their presentations and demonstrations.

Subtask 510 – References

Westin will make telephone reference checks of customers listed in the "short-listed" vendors' proposals, as well as additional customers (not listed in the vendors' proposals) if considered desirable. The information to be requested will be based on proven templates developed by Westin, supplemented by additional questions resulting from the proposals and/or industry knowledge. Westin will provide the selection team members with copies of the questions and summaries of the answers from each reference call.

Subtask 520 – Demonstrations

A key component of the selection process will be the demonstration of software capabilities by the short listed vendors. Westin will prepare demonstration scripts for each of the major business functions. These scripts will be applied equally to each vendor during the demonstrations, thus affording the selection team an opportunity to evaluate vendors against a common standard.

CIS Vendors who are selected for the "short list" will be asked to make product presentations, answer additional questions, and perform scripted demonstrations following the demonstration scenarios. Westin recommends that short listed vendors be limited to three (3) and that demonstrations be scheduled at two (2) days per vendor. The Westin team will prepare presentation/demonstration evaluation forms for scoring this portion of each vendor's proposal. These will be coordinated with the CIS demonstration and presentation scripts described above.

Subtask 530 – Site Visits

Following the Demonstrations, the selection team should perform site visits to existing installations of the finalist vendors. Westin's consultants will attend up to three (3) site visits, and will provide assistance in planning and execution of the visits to ensure that they are as beneficial as possible. Examples of Westin's prospective assistance includes developing questions to ask about each finalist vendor, participating in the site visits, and recommending specific software functions, business processes, and/or integrations to view during the visits.

Subtask 540 – Final Scoring Workshop

The team will facilitate up a final selection workshop during the CIS procurement, during which the results of all evaluation activities will be summarized and provided to the selection team. During this workshop, Westin will also facilitate a process of equalizing vendor proposals to account for differences in proposal content and inconsistencies. Westin will provide the selection teams with answers to technical questions, in support of its scoring of the proposals to select the vendors with whom to conduct further negotiations.

Deliverables | Task 500 Key Deliverables:
Proposal Review and Shortlist Selection Workshop (including scoring)
Vendor Reference Questions and Scoring
Demonstration Scripts
Facilitate Demonstrations
Demonstrations Scoring
Site Visit Agenda and Prepared Questions
Site Visit Scoring
Final Scoring Workshop

Task 600 – Contract Negotiations

The Westin team will provide support for the CIS procurement, for the City's negotiation of the scopes of work, and for fees by performing the following services:

- Facilitating the determination of the final scopes, configurations, and options that will be most advantageous to the City
- Reviewing draft documents for compliance with representations made in the vendors' proposals, presentations, demonstrations, and other contacts with the City
- Answering questions and making recommendations on technical issues and questions
- Facilitating the negotiation of implementation project schedules and responsibilities for the selected vendor and the City.

Westin will not provide legal advice during the vendor contract negotiation, but will provide technical advice to ensure the scope of work proposed by the vendor meets the City's requirements and expectations captured during Phase 1 of the project.

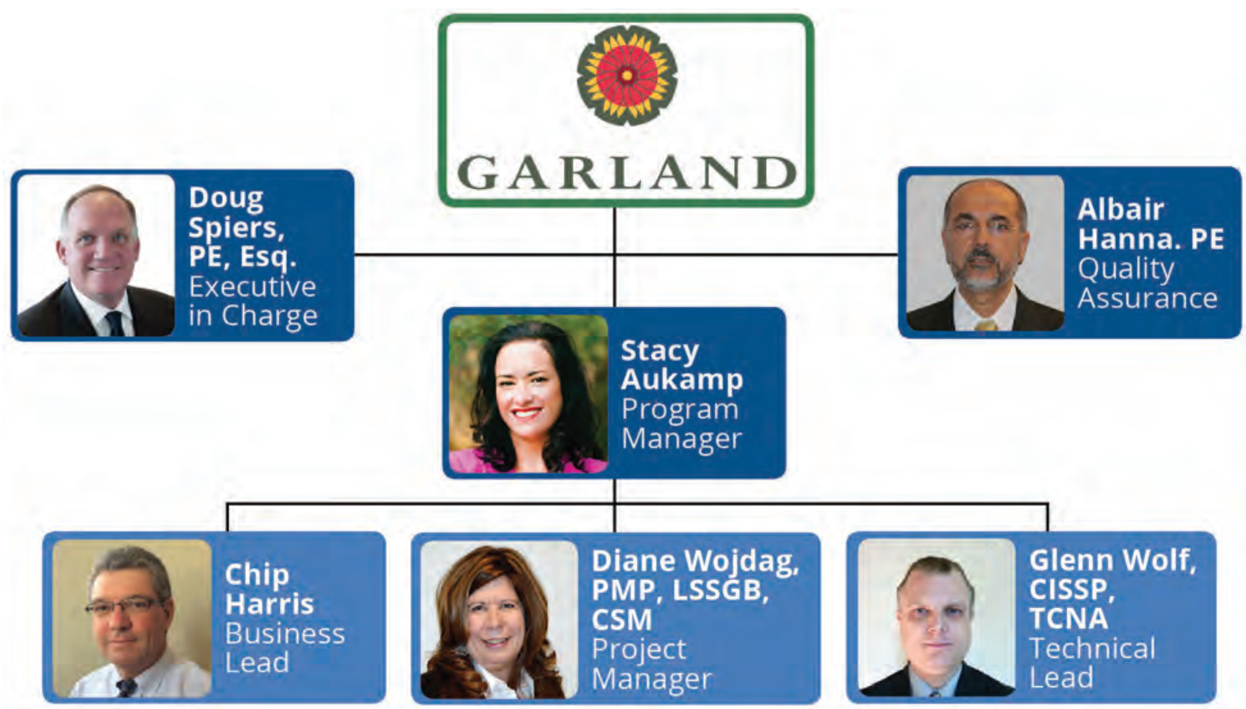
Deliverables | Task 600 Key Deliverables:
Contract Review and Documented Recommendations

B. TIMELINE

Our approximate timeline for Phase I and Phase II is as follows:

#	Task Description	Weeks																																											
	PHASE I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
100	Project Vision and Objectives																																												
200	Business Process Review and Procurement Strategy																																												
	PHASE II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
300	System Requirements																																												
400	Request for Proposal (RFP) Development																																												
	RFP RELEASE																																												
	RECEIVE VENDOR RESPONSES																																												
500	Proposal Evaluation																																												
	SHORT LIST SELECTION																																												
510	References																																												
520	Demonstrations																																												
530	Site Visits																																												
540	Final Selection Workshop																																												
600	Contract Negotiations																																												

C. ORGANIZATIONAL CHART



D. FINANCIAL PROPOSAL PRICING

Westin is offering the same rates used at Georgetown CIS selection project. These rates are valid for the scope defined in this proposal.

The following table contains a summary of Westin's proposed price for the scope of work described above. This estimate is based on Time and Materials with a Not to Exceed total of $235,320.

		Executive Sponsor		Principal Consultant		Senior Consultant				
#	Task Description	Hours	Amount	Hours	Amount	Hours	Amount	Total Hours	Labor Amount	Total
	Rate / Hour		$250		$240		$210			
	Phase I									
100	Project Vision and Objectives	24	$6,000	24	$5,760	24	$5,040	72	$16,800	$23,400
200	Business Process and Procurement Strategy	0	$0	24	$5,760	120	$25,200	144	$30,960	$41,960
	Phase II									
300	System Requirements	0	$0	40	$9,600	100	$21,000	140	$30,600	$37,200
400	RFP Development	0	$0	8	$1,920	56	$11,760	64	$13,680	$18,080
500	RFP Evaluation	14	$3,500	28	$6,720	256	$53,760	298	$63,980	$88,180
600	Contract Negotiations	6	$1,500	8	$1,920	68	$14,280	82	$17,700	$26,500
	Expenses									
	Expenses									$61,600
	Total	44	$11,000	132	$31,680	624	$131,040	800	$173,720	$235,320

Following are Westin's consulting rates for 2016, which would be used for work outside this proposal.

Westin Engineering, Inc. CONSULTING LABOR RATE SHEET VALID THROUGH DECEMBER 31, 2016		
Code	Category	Hourly Rates (US$)
10	Executive Sponsor / Managing Principal	$275
15	Senior Principal Consultant	$255
20	Principal Consultant	$240
25	Senior Consultant II	$225
30	Senior Consultant I	$210
40	Staff Consultant	$180
50	Associate Consultant	$145
60	Analyst II	$120
70	Analyst I	$100
90	Project Assistant	$85
99	Clerical	$60

The above labor rates do not include sales or service taxes, if any.

Non labor Costs: Subcontract and other direct expenses will be billed at cost, plus 10%. These costs may include but are not limited to travel*, mail/shipping, outside printing and binding, subcontractor charges, project equipment/software. (*Mileage will be expensed per current IRS guidelines at the time of travel).

Signature Page

Proposal Title	Customer Information System (CIS) Selection
Proposal Entity	City of Garland, Texas

By signing below, I approve the above proposal.

Westin Contact	**Signature**	**Date**
Douglas A. Spiers, P.E., Esq. President Westin Engineering, Inc.	Douglas A. Spiers	08/17/2016

City of Garland Contact	**Signature**	**Date**

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item 1. c.**

Meeting Date: September 6, 2016

Item Title: Wayfinding Phase II Implementation: Downtown Gateways

Submitted By: Will Guerin, Planning Director

Council Goal: Sustainable Quality Development and Redevelopment

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ISSUE

Consider a change order agreement with MERJE for additional environmental graphics consulting services for the implementation of Phase II of the Garland Wayfinding Program to develop Downtown Gateways.

OPTIONS

Unless otherwise directed by City Council, staff will place the approval of a change order agreement with MERJE on the September 20, 2016 City Council agenda, in the amount of $44,250.00 for design and consulting services for interpretive signs that will aid in wayfinding and orientation within Downtown for both residents and visitors.

BACKGROUND

The first phase of the Garland Wayfinding Program focused on bringing people from the fringes of the City Limits to the Downtown. Gateway and wayfinding signage was designed and constructed at critical entry points to Garland directing the traveling public to the Downtown area. These signs welcome visitors and convey the city's brand message. The purpose of wayfinding signage is to orient both residents and visitors and to provide them with clues that they are entering or leaving a special area. Phase II of the Garland Wayfinding Program aims to build upon the previous phase and to focus efforts within and along gateways into Downtown. The City has previously used the design services of MERJE as part of the Wayfinding Program, and these additional services requested would be handled as a change order per the City's Purchasing policy. The original contract amount was $59,857.00.

CONSIDERATION

1. The Downtown Gateways project was included in the 2016 Capital Improvement Program. The project scope will allow for the design and construction of gateways at critical entry points to Downtown Garland in conjunction with the Downtown Wayfinding Program. Gateway treatments may include monuments, walls, enhanced landscaping, special paving, signage, or any combination of these.

2. The Envision Garland Plan, adopted in 2012, identifies seven catalyst areas for strategic reinvestment. Catalyst areas are intended to highlight key opportunities to revitalize and

modernize the City's development pattern. Each area's unique character highlights the importance of area-specific redevelopment strategies. The Downtown Catalyst Area represents a unique opportunity to further advance citywide branding and community design goals.

3. The Envision Garland Plan, Transportation and Infrastructure Goal 3, recommends enhancing safe and convenient connections between destinations to encourage pedestrian and vehicular movement into and throughout Garland.

Attachments

Wayfinding Phase II Implementation: Downtown Gateways

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merJe

ENVIRONMENTS & EXPERIENCES

June 29, 2016

Angela Calvin Self, AICP
Planning Administrator
Planning and Community Development
800 Main Street
Garland, Texas 75040

RE: ADDITIONAL SERVICES #1
IMPLEMENTATION OF CITY OF GARLAND WAYFINDING PHASE 2

Thank you for the opportunity to continue our work on the City of Garland Wayfinding Program. Below is an outline of the Scope of Work required to implement the additional elements requested as part of Phase 2 of the City of Garland Wayfinding Program.

SCOPE OF WORK

1.0 Update Programming

- 1.1 Update existing vehicular and pedestrian programming (Sign Location Plans / Messages)
- 1.2 Based on budgets and priorities identify which signs should be installed as part of Phase 2.
- 1.3 Add/revise design programming to include new Heritage Crossing Destinations
- 1.4 Includes 1 trip to Garland for field survey.

2.0 Interpretive Sign and Artwork Panels

- 2.1 Design (8-10) interpretive signs for Downtown
(Historic District. Heritage Crossing Museum, Historic Bankhead Highway / Main Street)

3.0 Update Orientation Maps for Kiosks.

4.0 Design/Planning

- 4.1 Update existing Wayfinding Design Intent Package (Add/Modify Sign Types)
- 4.2 Coordination of locations/details with Downtown Gateway/Pedestrian Plan
- 4.3 Includes 1 trip to Garland for Historic Committee approval

5.0 Construction Administration for Phase 2

BUDGET

TASK		FEE
1.0	Update Programming	$ 9,750
2.0	Design (8-10) Interpretive Panels	$ 10,000
3.0	Update Orientation Map	$ 1,000
4.0	Design/Planning	$ 11.500
5.0	Construction Administration	$ 12,000
	TOTAL ADD. SERVICE #1	$ 44,250

MERJE
Suite 208
120 N. Church Street
West Chester, PA 19380
T 484.266.0648
merjedesign.com

merJe

PROJECT SCHEDULE

The following timeframes are independent of one another and do not need to be consecutive efforts.

Update Programming	2 – 4 weeks
Design Interpretive Panels	6 – 8 weeks
Update Orientation Map	1 – 2 weeks
Design/Planning	6 – 8 weeks
Construction Administration	Based on Fabrication and Installation Schedule

If you require any additional information or have questions regarding the revised scope and fee, please do not hesitate to contact me. If you find everything in order please sign below, 2 copies. Return one to MERJE and keep one for your files.

Sincerely,

Glen Swantak

Glen Swantak
Principal
gswantak@merjedesign.com

APPROVED BY

______________________________ ____________________

Angela Calvin Self, AICP
Planning Administrator
Planning and Community Development

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item 1. d.**

Meeting Date: September 6, 2016

Item Title: Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2017 Comprehensive Grant

Submitted By: Mitch Bates, Chief of Police

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs
Safe, Family-Friendly Neighborhoods

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) – Selective Traffic Enforcement Program (STEP) – Comprehensive Grant

OPTIONS

1. Accept TxDOT STEP grant funding.

2. Do Not Accept TxDOT grant funding.

RECOMMENDATION

Option 1: Accept TxDOT Grant Funding for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant for FY 2016-2017. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 6, 2016 Regular Meeting**.**

BACKGROUND

The Garland Police Department has successfully participated in STEP enforcement grants for many years. The purpose of this grant is to save lives, reduce motor vehicle crashes and injuries, and change behavior related to driving habits. This is accomplished by aggressively enforcing the laws of the State of Texas related to red light and intersection violations, seat belt violations, speed violations and driving while intoxicated violations.

The enforcement activities will also be supplemented by additional public information and education campaigns conducted throughout the enforcement period. These efforts will be focused throughout the City of Garland.

CONSIDERATION

The grant for FY 2016-2017 is in the amount of $389,872.39. If accepted, TxDOT will reimburse the City of Garland $248,994.15. The grant requires the City to provide $140,878.24 in matching funds. This will be accomplished in part through fringe benefits expenditures, TMRS contributions, vehicle mileage costs, and administrative time spent on grant related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Attachments

Grant Agreement

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: City of Garland - Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP Comprehensive

ID: 2017-GarlandP-S-1YG-0009

Period: 10/01/2016 to 09/30/2017

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Garland** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District.**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2017.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **801609462**
FAIN: **18X9204020TX17**

Project Title: **STEP Comprehensive**
Description:
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2016** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2017** unless terminated or otherwise modified.

Total Awarded: **$389,872.39**
Amount Eligible for Reimbursement by the Department: **$248,994.15**
Match Amount provided by the Subgrantee: **$140,878.24**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
City of Garland [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: ____________________ [Authorized Signature]	By: ____________________ [District Engineer Texas Department of Transportation]
____________________ [Name]	____________________ [Name]
____________________ [Title]	____________________ [Title]
Date: ____________________	Date: ____________________
Under the authority of Ordinance or Resolution Number (for local government) (If Applicable) ____________________ [Resolution Number]	By: ____________________ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: ____________________

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the

Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

   1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

   2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

   3. Report the total compensation and names of its top five (5) executives to the State if:

      i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

      ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
[*This article applies only to non-profit entities.*]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

X	DWI	DWI: Driving While Intoxicated
X	Speed	Speed: Speed Enforcement
X	OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
X	ITC	ITC: Intersection Traffic Control
	DD	DD: Distracted Driving

WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

CMV

Speed,OP&HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
	Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months) From 10/1/2014 to 9/30/2015

Baseline Measure	Baseline Number	
Number of Driving While Intoxicated (DWI) arrests	241	
Number of Driving Under Influence (DUI) of Alcohol by Minor Arrests/Citations	9	
Number of speed citations	10123	
Number of safety belt citations	997	
Number of child safety seat citations	234	
Number of Intersection Traffic Control (ITC) citations	1626	
Number of Distracted Driving Citations	369	
	Baseline Number	**Month/Year of Survey**
Percentage of speed compliance	21.01 %	09/2015
Percentage of safety belt usage	92.7 %	09/2015

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	248
b. Increase DUI of Alcohol by Minor arrests/citations by	24
c. Increase speed citations by	3122
d. Increase Safety Belt citations by	1961
e. Increase Child Safety Belt citations by	120
f. Increase ITC citations by	1541
g. Increase Distracted Driving citations by	
2. Proposed total number of traffic-related crashes	
a. Reduce the number of alcohol-related crashes to	146
b. Reduce the number of speed-related crashes to	675
c. Reduce the number of ITC-related crashes to	987
3. Increase speed compliance	
a. Increase the Speed compliance rate to	24%
4. Increase safety belt usage	
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	94%
5. Number of Enforcement Hours	4466

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

Step Indicator	3.12

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	3
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	3000

Operational Plan

Page Title: DWI Enforcement

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	DWI	Jurisdiction Wide	%	Monday-Sunday 5PM-5AM
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: ITC Enforcement

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	ITC	Centerville Rd. & Northwest Hwy	%	Monday - Sunday 6AM - 11PM
2. 2	ITC	Plano Rd. & W. Walnut St.	%	Monday - Sunday 6AM - 11PM
3. 3	ITC	First St. & Main St. @ Lavon Hwy.	%	Monday - Sunday 6AM - 11PM
4. 4	ITC	S. Garland Ave. & Ave. D	%	Monday - Sunday 6AM - 11PM
5. 5	ITC	N. Shiloh Rd. & W. Buckingham Rd.	%	Monday - Sunday 6AM - 11PM
6. 6	ITC	W. Miller Rd. & S. Garland Ave.	%	Monday - Sunday 6AM - 11PM
7. 7	ITC	W. Kingsley Rd. & S. Garland Ave.	%	Monday - Sunday 6AM - 11PM

Operational Plan

Page Title: ITC Enforcement (cont.)

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 8	ITC	Northwest Hwy. & Saturn Rd.	%	Monday - Sunday 6AM - 11PM
2. 9	ITC	S. First St. & Miller Rd.	%	Monday - Sunday 6AM - 11PM
3. 10	ITC	Beltline Rd. & N. Garland Ave.	%	Monday - Sunday 6AM - 11PM
4. 11	ITC	Forest Lane & S. Shiloh Rd.	%	Monday - Sunday 6AM - 11PM
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: OP Enforcement

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	OP	Jurisdiction Wide	92.7%	Monday - Sunday 6am - 2am
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: Speed Enforcement

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	SPEED	Campbell Rd 3400W - 400E 40 MPH 3.8 Miles	18.39%	Monday - Sunday 6AM - 2AM
2. 2	SPEED	SH 190 (PGBT) 3300-8000 70 MPH 5.5 Miles	19.5%	Monday - Sunday 6AM - 2AM
3. 3	SPEED	W. Walnut 1400-4400 35 MPH 3.0 Miles	13.17%	Monday - Sunday 6AM - 2AM
4. 4	SPEED	Plano Rd 400 S - 1900 N 40 MPH 1.4 Miles	36.5%	Monday - Sunday 6AM - 2AM
5. 5	SPEED	Shiloh Rd. 3700 S - 6900 N 40 MPH 7.3 Miles	18.22%	Monday - Sunday 6AM - 2AM
6. 6	SPEED	IH-30 1100 W - 1600 E 65 MPH 4.6 Miles	8.65%	Monday - Sunday 6AM - 2AM
		Centerville Rd.		

7. 7	SPEED	3700 E - 1300 W 40 MPH 5.7 Miles	31%	Monday - Sunday 6AM - 2AM

Operational Plan

Page Title: Speed Enforcement (cont.)

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 8	SPEED	S. Garland Ave 2000 - City Limits 45 MPH 2.2 Miles	17.37%	Monday - Sunday 6AM - 2AM
2. 9	SPEED	Saturn Rd 2000 - 4300 35 MPH 2.0 Miles	14.67%	Monday - Sunday 6AM - 2AM
3. 10	SPEED	Oates 500 E - 800 W 40 MPH 1.5 Miles	34.5%	Monday - Sunday 6AM - 2AM
4.			%	
5.			%	
6.			%	
7.			%	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$248,994.15	$86,742.06	$335,736.21
(200)	Fringe Benefits:	$0	$40,120.48	$40,120.48
	Sub-Total:	$248,994.15	$126,862.54	$375,856.69
Category II - Other Direct Costs				
(300)	Travel:	$0	$14,015.70	$14,015.70
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$0	$0	$0
	Sub-Total:	$0	$14,015.70	$14,015.70
Total Direct Costs:		$248,994.15	$140,878.24	$389,872.39
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$248,994.15	$126,862.54	$375,856.69
	Total Direct Costs:	$0	$14,015.70	$14,015.70
	Total Indirect Costs:	$0	$0	$0
Grand Total		$248,994.15	$140,878.24	$389,872.39
	Fund Sources (Percent Share):	63.87%	36.13%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

GARLAND
POLICY REPORT

City Council Work Session Agenda **Work Session Item 1. e.**

Meeting Date: September 6, 2016

Item Title: Resolution to Support the 2016 Homeland Security Grant Program (HSGP) Application

Submitted By: Savannah Martin, Interim Emergency Management Coordinator

Council Goal: Safe, Family-Friendly Neighborhoods

ISSUE

Management and responsibility of the Homeland Security Grant Program (HSGP) has recently been moved under the Office of the Governor (OOG) at the state level. Previously that responsibility was delegated to the State Administrative Agency (SAA). With the change in state reporting structure, the Office of the Governor (OOG) is asking all jurisdictions that apply for HSGP grant funds to now adopt a resolution each year in support of the program in order to receive the funds for which the agency has applied.

OPTIONS

1. Approve a resolution of support for the 2016 Homeland Security Grant Program (HSGP) Application
2. Take no action.

RECOMMENDATION

Staff would recommend support of the HSGP application so funding can be released. The resolution will assist the City of Garland in funding and obtaining a tactical robot for the SWAT team, two pair of Binocular Night Vision Devices (BNVDs) for night vision enhancement purposes for the SWAT team, implementing Phase II of the EOD Team Tactical Bomb Technician Program which includes gear and equipment for tactical bomb technicians and a staff position in the Office of Emergency Management (OEM) for emergency operations planning sustainment. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 20, 2016 Regular Meeting.

BACKGROUND

The primary purpose of HSGP funding is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

There are two program areas the City of Garland qualifies for under HSGP- State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI). The SHSP program supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets identified during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).The UASI program Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

The state is responsible for ensuring that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as define in 6 U.S.C. 607. Activities eligible for use of law enforcement focused funds are outlined in the National Prevention Framework.

There are four projects the City of Garland has requested funding for:

1. SWAT Tactical Robot ($30,000)- this is a regional SHSP project that will assist in building and sustaining SWAT teams throughout the region. Garland SWAT was selected at the North Central Texas Council of Governments (NCTCOG) level to receive funding for a tactical robot. This project will enhance terrorism and criminal activity response for the SWAT by funding the purchase of a tactical robot capable of video and audio situation awareness for potential HAZMAT or EOD incidents and for use in dealing with barricaded suspects using tactical robot systems as force multipliers and intelligence collection assets.
2. SWAT Night Vision Enhancement ($21, 974)- this is a UASI project that will equip the Garland SWAT team with two pair of binocular night vision devices (BNVDs) in order to enhance night vision capabilities during hostage rescue and Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) responses.
3. EOD Tactical Bomb Technician Program: Phase II ($26,298.24)- this is a UASI project that will complete the implementation of the tactical bomb technician program. Garland SWAT and EOD will be the first to have tactical bomb technician capabilities in the region once this project is complete. Phase II includes five (5) sets of tactical body armor, four (4) ballistic helmets with shrouds and three (3) quick deployment disruptors kits.
4. OEM Planning Sustainment ($106,439.05)- this is a UASI project that will allow the City of Garland to sustain and continue to work on emergency operations planning projects and will fund the salary and benefits of one staff member in the Office of Emergency Management for 16 months. The current planning program is designed to work within and follow a master planning submission schedule that was previously developed in order to keep all plans current. This project will include the implementation of the Volunteer & Donations Management annex and the redevelopment of the Recovery annex. Other plans

slated to be completed are: Communications, Warning, Public Information, Damage Assessment, Human Services and Shelter and Mass Care.

Attachments

2016 HSGP Support Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR CERTAIN PUBLIC SAFETY, LAW ENFORCEMENT, AHD HOMELAND SECURITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interests of the citizens of Garland that the following projects be operated for the Fiscal Year of 2016 - 2017: 2016 Urban Area Security Initiative (UASI) - Garland- Emergency Management Planning Sustainment, 2016 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) SWAT Tactical Robot – Garland, 2016 UASI - Garland- SWAT Night Vision Enhancement (LE), 2016 UASI - Garland - Police Tactical Bomb Technician Enhancement: Phase II (LE); and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full;

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

Section 1

The City Council approves the submission of a grant application (whether one or more) for the following projects to the Office of the Governor: 2016 Urban Area Security Initiative (UASI) - Garland- Emergency Management Planning Sustainment, 2016 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) SWAT Tactical Robot – Garland, 2016 UASI - Garland- SWAT Night Vision Enhancement (LE), 2016 UASI - Garland - Police Tactical Bomb Technician Enhancement: Phase II (LE).

Section 2

The City Council hereby designates the Emergency Management Coordinator as the City’s authorized official to act in all matters relating to the foregoing grant application(s) and that authorized official is hereby given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Section 3

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

PASSED AND APPROVED this the ___ day of ___________________, 2016.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

Grant Numbers:

2982302
3029201
3157001
3157201

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: September 6, 2016

Item Title: Discussion of 2016-17 Proposed Budget (CONTINGENCY ONLY)

Submitted By: Ron Young, Budget Director

Summary of Request/Problem

This item is being posted in the event the City Council wishes to continue discussions, deliberations, or staff presentations related to the 2016-17 Proposed Budget.

Recommendation/Action Requested and Justification

Council direction regarding the 2016-17 Budget.

GARLAND
POLICY REPORT

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

Meeting Date: September 6, 2016
Item Title: Talley Road Zoning
Submitted By: Will Guerin, Planning Director
Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Consider a City-initiated re-zoning of properties along Talley Road.

OPTIONS

If so directed by City Council, City staff will proceed with bringing forward a re-zoning of certain properties along Talley Road.

BACKGROUND

At the previous City Council work session on August 15, staff was asked to bring forward a plan of action to initiate a re-zoning along Talley Road in north Garland. Certain properties along Talley Road are currently zoned SF-10 while others remain under Agriculture (AG) zoning. Several propery owners along Talley Road have expressed concern about SF-10 zoning, which establishes a minimum lot size of 10,000 square feet, and its potential effect on the more rural character of the neighborhood.

If Council so directs, staff would propose a Planned Development (PD) with a base zoning in Agriculture (AG) for certain lots currently zoned SF-10. While zoning those properties to a straight AG zoning is an option, several properties may not meet all standards in AG zoning, such as the 2-acre minimum lot size. A Planned Development (PD) could be crafted to essentially allow the existing lot sizes and dimensions while re-establishing a base zoning of AG.

While State law dictates the requirements of re-zoning land, and subsequent standard notifications are required, staff suggests a “fast-tracked” schedule to achieve this re-zoning as follows:

September 6	City Council work session
September 26	Plan Commission public hearing
October 4	City Council public hearing
October 18	City Council ordinance approval

CONSIDERATION

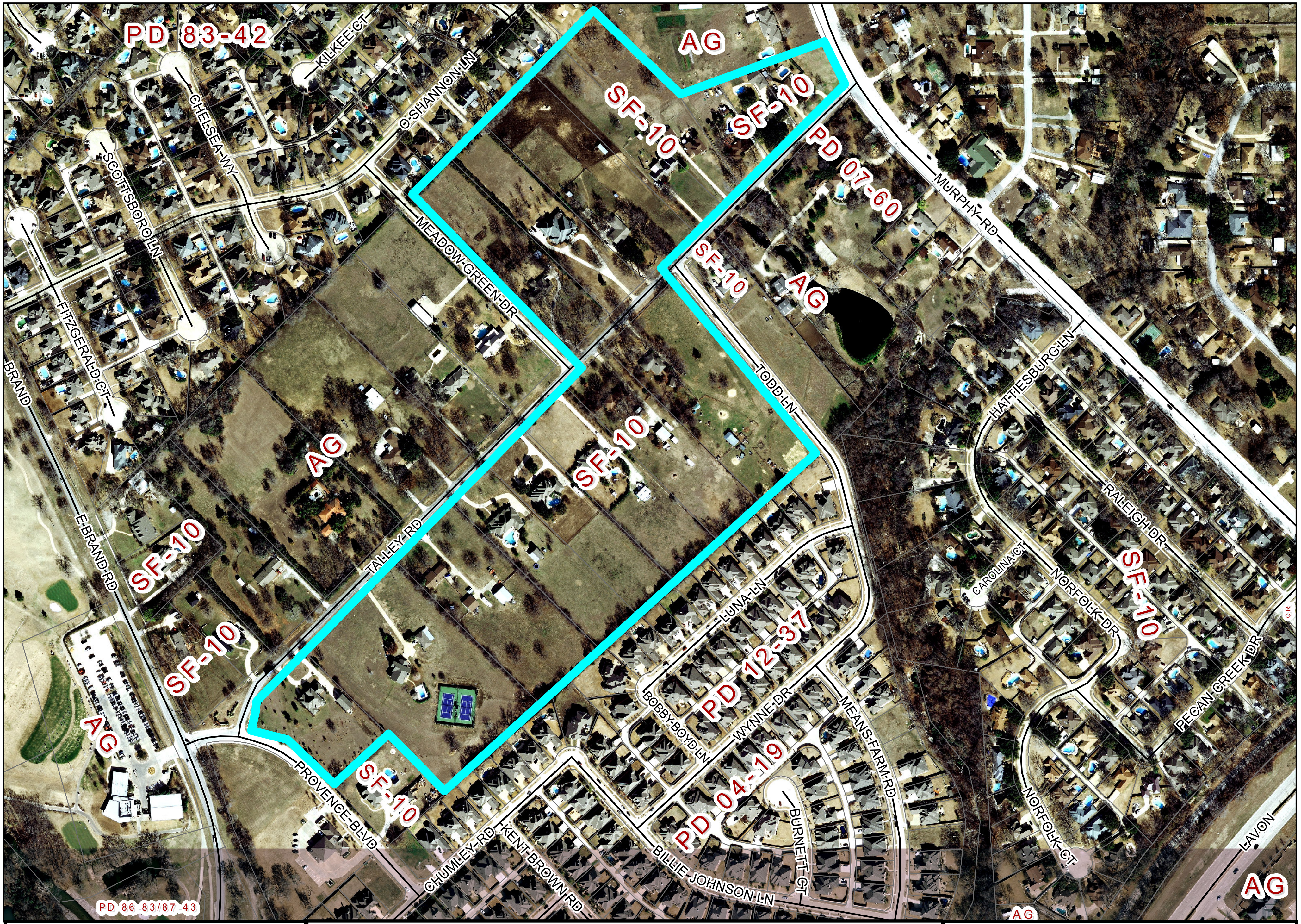
1. Staff suggests a zoning emphasis on the 16 parcels along Talley Road currently zoned SF-10 as outlined in the attached maps. Currently five properties along Talley Road remain zoned AG. There are also two properties with frontage along Talley Road zoned within Planned Developments—one as a PD for SF-E (Estate) and the other is part of PD 83-42 for single-family uses.

2. The properties currently zoned SF-10 were previously zoned SF-16 under the previous Comprehensive Zoning Ordinance. The SF-16 district was eliminated under the adoption of the Garland Development Code (GDC) and such properties were either re-zoned to SF-10 or SF-E (Estate). The SF-16 district was created under a zoning code and zoning map update in 1993.

3. As previously mentioned, establishing a PD with a base zoning in AG for the SF-10-zoned properties may be the best way to achieve AG zoning along Talley Road and hence establishing larger minimum lot sizes, while providing flexibility for some existing lots.

Attachments

Talley Road Zoning Attachments

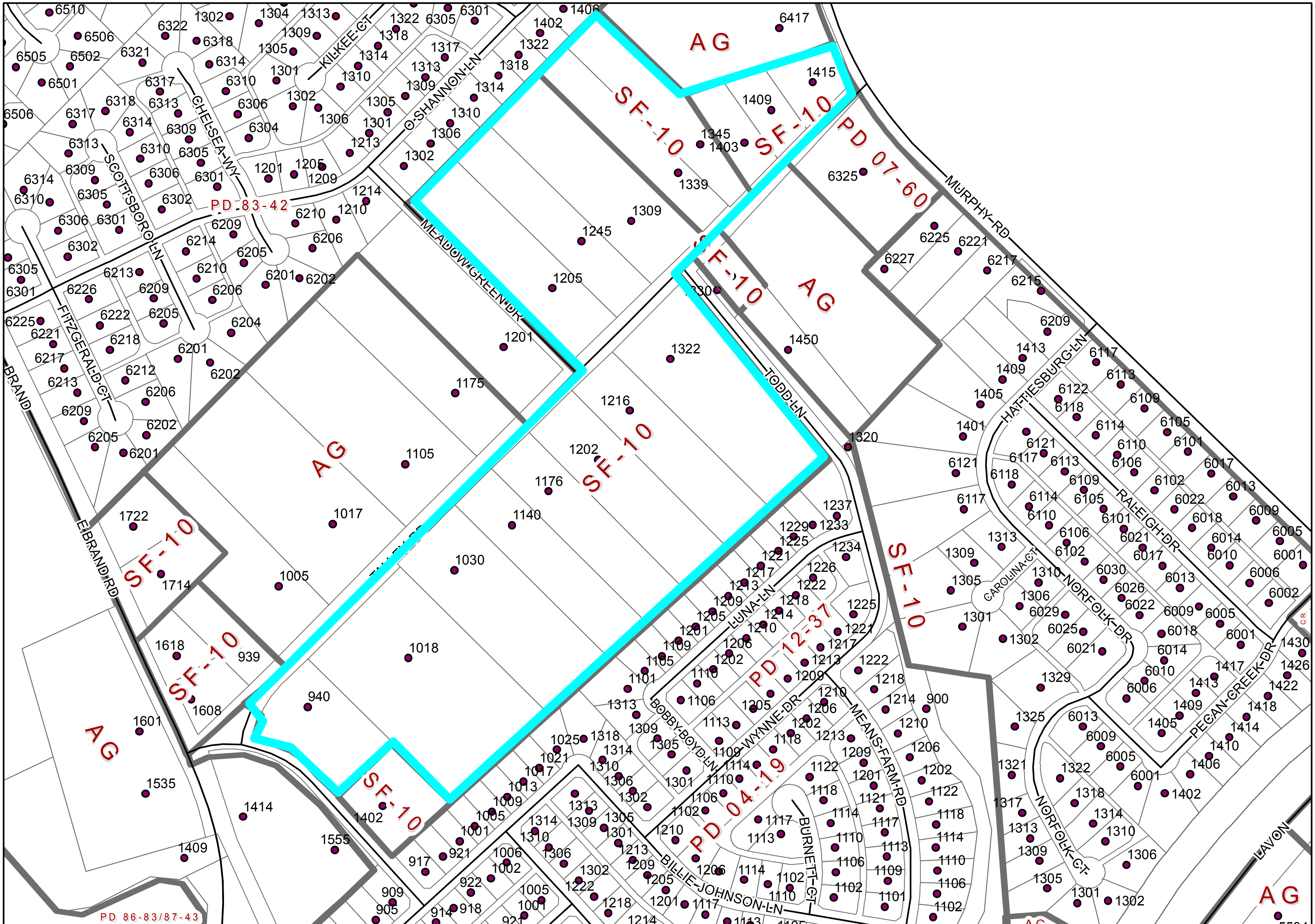


0 190 380 Feet

1 inch = 387 feet

Talley Road Existing Zoning

INDICATES AREA OF INTEREST



0 190 380 Feet

1 inch = 83,333 feet

Talley Road Existing Zoning

INDICATES AREA OF INTEREST

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: September 6, 2016

Item Title: Review Policy For Items That Should Be Placed on the Consent Agenda

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Summary of Request/Problem

At the request of Council Member Lori Barnett Dodson and Council Member Rich Aubin, Council is requested to review the policy for items that should be placed on the Consent Agenda.

Council Policies Article 1 Section 3 reads:

The consent agenda shall contain routine, non-controversial items that require City Council action but need little or no City Council deliberation. Any item on the consent agenda may be removed from the consent agenda and thereby be made subject to discussion and deliberation by any member of the City Council, staff or person in attendance at the meeting. Agenda item(s) removed from the consent agenda by the request of a Councilmember, citizen or staff will be considered after approval of the remaining consent agenda.

Based on current Purchasing processes, Personal Services agreements are typically placed on the Consent Agenda along with all bids, where Council may pull them for clarification or additional information. Certain professional services agreements have been pulled by senior management to follow a separate path, which takes them to Council Work Session prior to appearing on the Consent Agenda. This is generally done for contracts that may generate community interest (for which Council may receive questions), or for topics of known interest to Council Members, such as development related activities. Internal services are typically not pulled from the Consent Agenda and scheduled for Work Session, such as those for engineers or other technicians. Staff seeks guidance from Council on modifications it would like to see in the agenda process.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: September 6, 2016

Item Title: Celerity Services Personal Contract

Submitted By: Becky King, Managing Director

Summary of Request/Problem

At the request of Council Member David Gibbons and Council Member Rich Aubin, staff will provide an update on work performed by Celerity Consulting and the process for approving a personal services contract.

Recommendation/Action Requested and Justification

No action requested.

Attachments

Celerity Agreement

PERSONAL SERVICES RETAINER AGREEMENT

This agreement ("Agreement") is made and entered into between the City of Garland, Texas ("City"), and David Baird, also D.B.A Celerity Consulting ("Consultant").

WITNESSETH

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

1. Retention of Consultant; Term of Agreement. City hereby retains Consultant to provide consulting, facilitation, and training and coaching services in the areas of process re-engineering, Lean management, barrier removal, and performance measurement across a variety of processes in the organization.

Subject to the below Section 5 termination provisions, the term of this Agreement shall commence August 3, 2016 and continue until (1) such time as the City has paid Consultant the maximum amount of compensation under this agreement ($100,000), or (2) six months have expired.

The term of this Agreement may be extended for successive six-month optional terms (or until such time as the City has paid Consultant the maximum amount of compensation under the respective six-month term), subject to the Section 5 termination provisions below, on the same terms and conditions as in effect immediately prior to the then-current six-month term. In the event that both parties desire to extend the term of this agreement for an additional six-month optional term (or until such time as the City has paid Consultant the maximum amount of compensation under the respective six-month term), both parties shall sign a certificate of extension within 30 calendar days before the then-current end of the term.

Notwithstanding any provision herein to the contrary, in the event the maximum amount of option periods are renewed or exercised, (1) the total duration of this contract shall not exceed 2 years from initial date of the term of this Agreement, and (2) the maximum amount of compensation paid by the City to the Consultant shall not exceed $400,000.

2. Compensation.

(A) City shall pay Consultant for the services of Consultant at an hourly rate of $90, not to exceed $100,000 over a six (6) month term. Consultant shall invoice City for services performed and expenses incurred no more frequently than every thirty (30) days.

(B) City agrees to pay the actual, necessary and reasonable expenses incurred by Consultant in performing services under this Agreement for the City, or to reimburse Consultant for such expenses, as the case may be, for those expenses which the City has approved such as long distance telephone, fax, postage, copying costs and related business expenses (such expenses not to exceed $100.00 without the prior approval of the City).

3. **Records and Billing.** Consultant shall maintain records of all work done on behalf of the City and of all expenses incurred for which Consultant seeks payment or reimbursement. Bills for Consultant's expenses are payable within thirty (30) days of receipt by the City.

4. **Status of Consultant.** Consultant acknowledges that Consultant is an independent contractor of the City and that Consultant is not an employee, agent, official or representative of the City. Consultant shall not represent, either expressly or through implication, that Consultant is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Consultant. Consultant agrees to indemnify and hold the City, its agents, employees and representatives harmless from and against any loss, cost, damages or expenses (including attorney and expert witness fees) arising from or attributable to the performance of Consultant under this Agreement whether attributable solely to Consultant or jointly to and between Consultant and others, including any party indemnified herein and including liability arising from strict or other non-fault based liability.

5. **Termination.** Either party may terminate this Agreement at any time, at will and without cause, thirty (30) days after delivery of written notice of termination to the other party. In the event the City terminates this Agreement and Consultant is not in default or in breach of this Agreement, City agrees to pay Consultant for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Agreement.

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

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

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

9. **Waiver.** Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, expect as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

10. **Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

11. **Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.

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

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

14. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of an independent contractor.

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

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

under this Agreement.

17. **Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Consultant represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

EXECUTED this ___ day of ________________, 2016.

CITY OF GARLAND, TEXAS	**CONSULTANT:**
____________________________	____________________________
Bryan L. Bradford	David Baird

ADDRESS FOR NOTICE:

CITY

City of Garland
200 North Fifth Street
P. O. Box 469002
Garland, Texas 75046-9002
Attn: Gary L. Holcomb

CONSULTANT

75 Cedar Lane
Aubrey, TX 76227

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: September 6, 2016

Item Title: Audit Committee Report

Submitted By: Jed Johnson, Internal Auditor

Summary of Request/Problem

Council Member Jim Cahill, chair of the Internal Audit Committee will provide a committee report on the following items:

- Cultural Arts Revenue Audit
- Pothole Repair Operations Audit
- Big Bass Wrecker Contract Compliance Audit Follow-up
- Code Compliance Investigation Follow-up
- Engineering Investigation Follow-up

Recommendation/Action Requested and Justification

Staff will provide additional updates on the Audit Committee.

GARLAND
POLICY REPORT

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

Meeting Date: September 6, 2016

Item Title: Abandoment and Sale of Seventh Street Public Right-of-Way Between Avenue A and Avenue B to Tx Garland Apartments, LP

Submitted By: Michael Polocek, Engineering Director

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

ISSUE

Consider abandoning Seventh Street public right-of-way between Avenue A and Avenue B, including a portion of 20 foot alley public right-of-way. The abandonment has been requested by Green Extreme Homes Inc., one of the developers of an apartment community located at 704 Avenue B (formerly the old Bank of America property).

OPTIONS

1. Approve the sale and abandonment of Seventh Street public right-of-way between Avenue A and Avenue B, including a portion of 20 feet alley public right-of-way, to TX Garland Apartments, LP for fair market value in the amount of $42,525.
2. Approve the abandonment of Seventh Street public right-of-way between Avenue A and Avenue B, including a portion of 20 feet alley public right-of-way, to TX Garland Apartments, LP and waive the cost of purchase as requested by the developer.
3. Other action as directed by the Council.

RECOMMENDATION

Staff is seeking Council's guidance with regard to the options listed. Should Council agree with either Option 1 or Option 2, staff will prepare a Resolution authorizing the Mayor to sign a Deed Without Warranty conveying the Seventh Street and alley public right-of-way to TX Garland Apartments, LP for the September 20, 2016 Regular Session.

BACKGROUND

The right-of-way of Seventh Street and alley was dedicated by the plat of the Town of Embree and filed for record September 18, 1886. The portion of Seventh Street to be considered nominally measures 70 feet by 270 feet from Avenue A to Avenue B and is approximately 0.434 acres. The portion of the alley to be considered nominally measures 20 feet by 166 feet and is approximately 0.076 acres.

TX Garland Apartments, LP recently purchased the former bank properties located at 616 W. Avenue A and 705 W. Avenue B, and thus owns both sides of Seventh Street from Avenue A to Avenue B. They approached the City requesting the abandonment of the right-of-way adjacent to their properties as part of a proposed two-phase development of an affordable apartment community. TX Garland Apartments, LP has provided the City with an appraisal prepared by Affordable Housing Analysts valuing the land at $42,525. In addition, they have requested the City waive the purchase price of the rights-of-way for the purpose of stimulating developmental growth in the downtown area.

The City is authorized under State law (LCG 272.001(b) (1) and (2)) to convey real property to abutting landowners for less than fair market value where (1) the land or real property because of its size or shape, or small area, cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances or (2) where the land or real property is used as a street or alley, owned in fee or used by easement.

CONSIDERATION

1. TX Garland Apartments, LP owns both sides of Seventh Street from Avenue A to Avenue B. The abandonment would allow TX Garland Apartments to proceed with the redevelopment of the existing bank site into affordable apartments. Additionally, the City of Garland would no longer have any responsibility for maintenance of the right-of-way.
2. The City Attorney's Office has reviewed this information.

Attachments

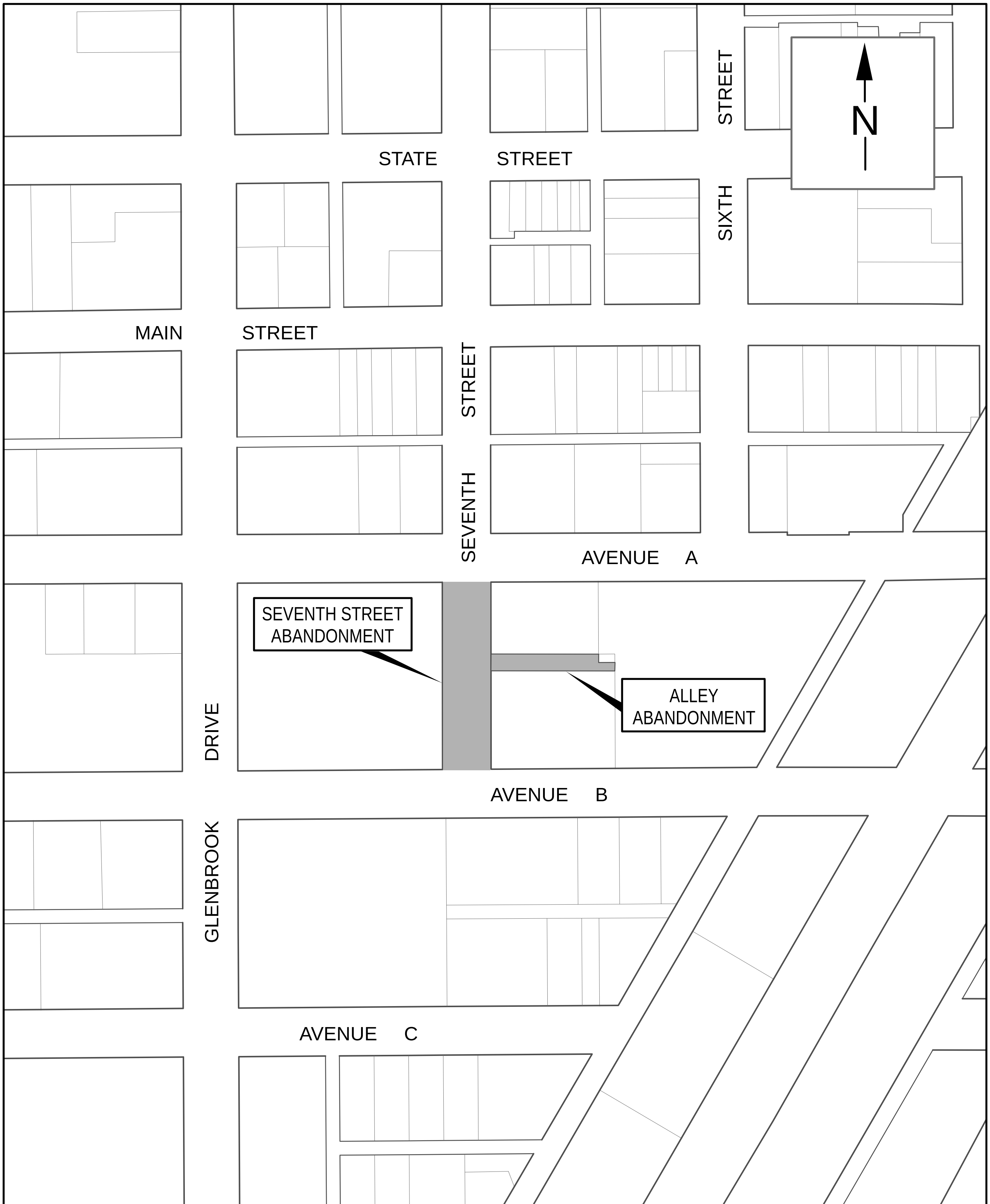
Location Map

Seventh St Abandon Request Donation

Appraisal Summary

Exhibit Seventh St. ROW Abandon

Exhibit Alley ROW Abandon



GARLAND ENGINEERING

SEVENTH STREET ABANDONMENT
AVENUE A TO AVENUE B

Scale: 1"= 200'
File: Seventh.mxd
Date: 08/11/2016
Drawn: jmk

SHEET 1 OF 1

GREEN EXTREME HOMES
community development corporation

August, 29, 2016

Mr. Glenn Breysacher
City of Garland
Garland, Tx

cc: Michael Polocek

RE: Payment of 7th Street ROW Abandonment to the Benefit of Green Extreme Homes, CDC

Dear Glenn,
In regards to the purchase of the 7th Street abandonment, we request the property be donated to the non-profit for the following reasons:

1. The land was originally donated to the City by the Developer, so the City has no costs in the land
2. The project is for the development of affordable housing
3. Any additional costs to the project works against the financial viability of the development
4. This project will benefit housing veterans

For these reasons, Green Extreme Homes is requesting the property be donated to the development rather than bought at a costs of approximately $43,000.00, which is the valuation price.
Your consideration in this matter would be greatly appreciated.
Sincerely,

Steve C. Brown
Board Member, Project Supervisor
Green Extreme Homes

AFFORDABLE HOUSING ANALYSTS
APPRAISERS/ANALYSTS/CONSULTANTS

July 8, 2016

Mr. Bill Fisher
Sonoma Housing Advisors, LLC
5420 LBJ Freeway #1355
Dallas, Texas 75240

Reference: 0.433 acre of vacant land along the north line of Avenue B and the south line of Avenue A, in Garland, TX 75040.

Dear Mr. Fisher:

At your request, I have completed an appraisal for the purpose of determining the "As Is" Fair Market Value (as defined Texas Property Code) of the Fee Simple Estate (subject to existing utility easements) of the above-referenced property. The value conclusion is subject to the assumptions and contingent and limiting conditions contained within both the body of this appraisal report and the addenda section. The effective date of this appraisal for the "As Is" Fair Market Value (as defined Texas Property Code) is July 7, 2016, which is the date of the visit to the subject property.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

In the past 12 months I have completed numerous valuation assignments involving similarly unimproved properties.

Kenneth Araiza visited the site and provided significant assistance in the preparation of this report by researching sales comparables and authoring portions of the report.

I am not qualified to detect or identify hazardous substances, which may, or may not be present on, in, or near this property. The presence of hazardous materials may negatively affect value. I have valued the subject property as though free of hazardous materials. I urge the user of this report to obtain the services of a specialist for the purpose of conducting an environmental audit to ensure that the subject property is free of hazardous materials.

Mr. Bill Fisher
Sonoma Housing Advisors, LLC
July 8, 2016

Based on my investigation of the available market data, including sales of similar properties and conversations with brokers and individuals active in the local area, the time that would be required to effectively expose the subject property to the market is within 12 months.

Based on my analysis, the "As Is" Fair Market Value (as defined Texas Property Code) of the Fee Simple Estate (subject to existing utility easements) for the subject, as of the effective date of July 7, 2016, is

FORTY-TWO THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS
$42,525

Attached is my appraisal report which contains the investigation and analyses undertaken in arriving at my value conclusions. Should you have any questions, please contact my office.

At the request of the client, we are appraising the subject property for a ROW abandonment application. The subject site reportedly has a utility easement going through the middle of the ±70' wide foot site. It is assumed for the purposes of this valuation that the proposed utility easements will allow the interim use of the ground surface by the prospective landowner for non-intensive development such as parking lots, storage, small portable buildings, and landscaping, and the public entity reserves a dormant right of surface entry to excavate the ground surface to repair, replace, and maintain underground utilities. It is also assumed the current improvements are of limited or minimal use to a prospective buyer and represent little if any value. It is assumed that the City of Garland owns the Fee Simple interest in the site along with the ROW and that, along with the utility easements, is what is being transferred. The use of the assumptions might have affected the assignment results.

Respectfully submitted,
Affordable Housing Analysts,

R.O. Coe

Robert O. Coe, II
TX-1333157-G
State Certified General Real Estate Appraiser
Candidate for Designation of the Appraisal Institute

EXHIBIT 'A'

RIGHT-OF-WAY ABANDONMENT

Being a tract or parcel of land situated in the Joel Crumpacker Survey, Abstract Number 328, City of Garland, Dallas County, Texas, being a portion of Seventh Street, also known as Third Street as shown on Plat of the Town of Embree, now the City of Garland, as recorded in Volume 77, Page 441, Plat Records, Dallas County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found for the Northeast corner of Lot 1, Block 11, of the Town of Embree, now the City of Garland, as recorded in Volume 77, Page 441, Plat Records, Dallas County, Texas, being in the West line of Seventh Street having a 70 foot right-of-way and being in the South line of Avenue A having a 70 foot right-of-way;

THENCE N 89°41'35" E with the South line of said Avenue A 70.00 feet to a 5/8 inch iron rod found for the Northwest corner of Lot 8, Block 10 of said Town of Embree, being in the South line of said Avenue A, and being in the East line of said Seventh Street;

THENCE S 00°19'28" E with the East line of said Seventh Street a distance of 270.00 feet to a 5/8" iron rod set with a pink plastic cap stamped "ADAMS SURVEYING", being the Southwest corner of Lot 9, Block 10 of said Town of Embree, being in the North line of Avenue B, and being in the East line of said Seventh Street;

THENCE S 89°41'35" W with the North line of said Avenue B a distance of 70.00 feet to a 5/8 inch iron rod found being the Southeast corner of Lot 10, Block 11 of said Town of Embree, being in the North line of said Avenue B, and being in the West line of said Seventh Street;

THENCE N 00°19'28" W with the West line of said Seventh Street a distance of 270.00 feet to the POINT OF BEGINNING and containing 0.43 acres or 18,900 square feet of land, more or less.

BEARINGS ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983
GEOID MODEL 12A, TEXAS NORTH CENTRAL ZONE 4202

Adams surveying company, LLC
TBPLS Firm Registration No. 10177500
P.O. Box 260392
Plano, TX 75026
Phone: (469) 317-0250
Fax: (214) 295-9844

RIGHT-OF-WAY ABANDONMENT

SEVENTH STREET

CITY OF GARLAND
DALLAS COUNTY, TEXAS

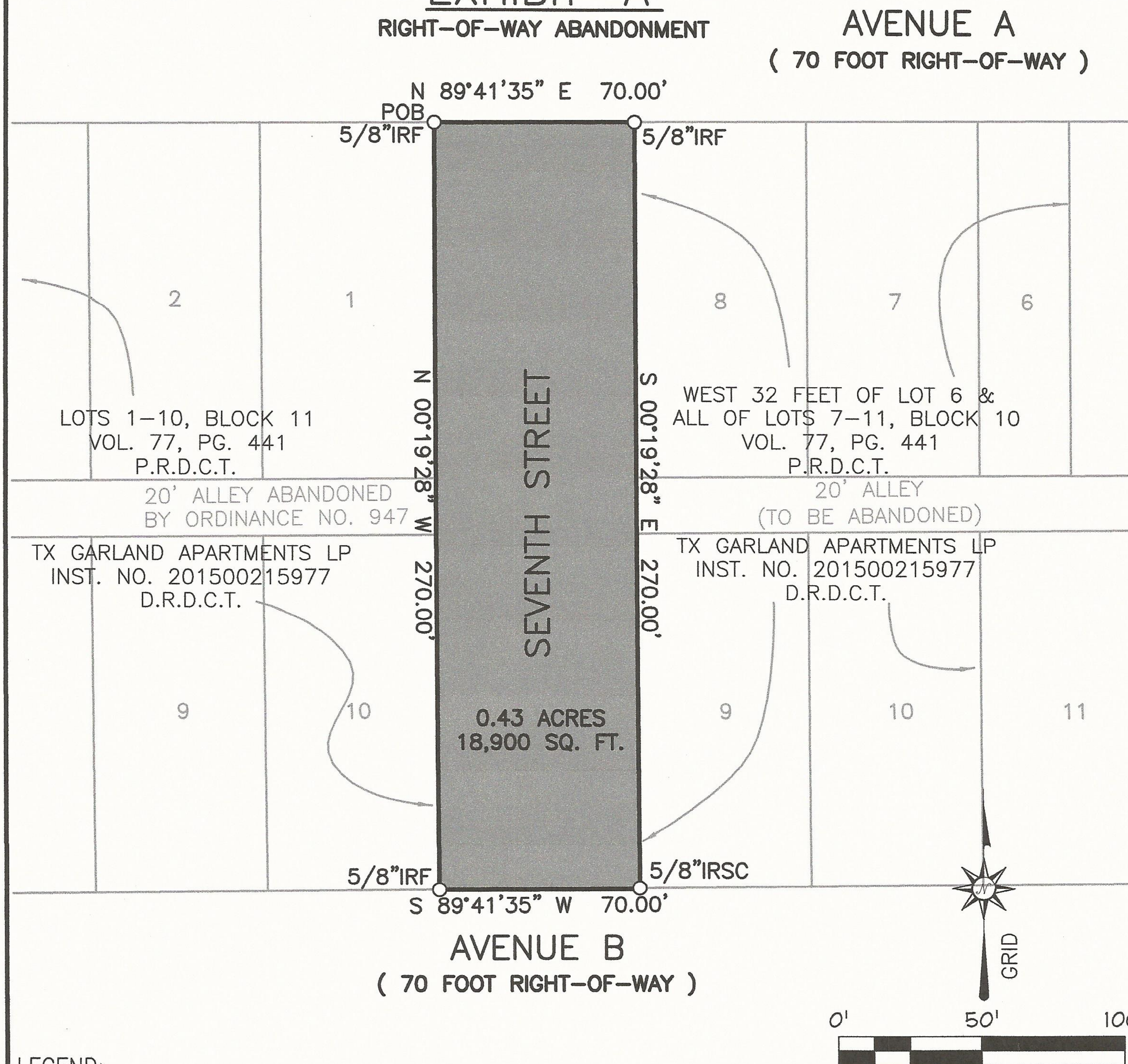
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
HH	PA	1" = 50'	8/12/2016	15096

STATE OF TEXAS
REGISTERED
Harrison Hrobar
6584
PROFESSIONAL LAND SURVEYOR

"Z:\ASC Jobs\Jobs 2015\15096 Garland MF\Carlson\15096-BASE-SCALED ROW Abandonment.dwg"

EXHIBIT 'A'

RIGHT-OF-WAY ABANDONMENT



LEGEND:

P.R.D.C.T.= PLAT RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T.= DEED RECORDS, DALLAS COUNTY, TEXAS
IRF= IRON ROD FOUND
IRSC= IRON ROD SET WITH PINK PLASTIC CAP STAMPED "ADAMS SURVEYING"
POB= POINT OF BEGINNING
BEARINGS ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983
GEOID MODEL 12A, TEXAS NORTH CENTRAL ZONE 4202

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RIGHT-OF-WAY ABANDONMENT

SEVENTH STREET

CITY OF GARLAND
DALLAS COUNTY, TEXAS

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
HH	PA	1" = 50'	8/12/2016	15096

STATE OF TEXAS
REGISTERED
Harrison Hrobar
6584
PROFESSIONAL LAND SURVEYOR

"Z:\ASC Jobs\Jobs 2015\15096 Garland MF\Carlson\15096-BASE-SCALED ROW Abandonment.dwg"

EXHIBIT 'A'

20' ALLEY RIGHT-OF-WAY ABANDONMENT

Being a tract or parcel of land situated in the Joel Crumpacker Survey, Abstract Number 328, City of Garland, Dallas County, Texas, being a portion of an alley (Called 20 foot Right-Of-Way), in Block 10 of the Town of Embree, now the City of Garland, according to the plat thereof recorded in Volume 77, Page 441, Deed Records, Dallas County, Texas, and being more particularly described as follows;

BEGINNING at a point for corner at the Southwest corner of Lot 8, Block 10 of said Town of Embree from which a 5/8" iron rod found for corner at the Northwest corner of said Lot 8, Block 10, at the intersection of the South line of Avenue A (70 foot right-of-way) and the West line of Seventh Street (70 foot right-of-way), bears N 00°19'28" W a distance of 125.00 feet;

THENCE N 89°41'35" E leaving the Southwest corner of said Lot 8, Block 10 and the West line of said Seventh Street, along the South line of Lots 6-8, Block 10 and the North line of said 20 foot alley, a distance of 151.96 feet to a point for corner in the South line of Lot 6, Block 10 and the North line of said 20 foot alley;

THENCE S 00°19'28" E leaving the common line of said Lot6, Block 10 and the North line of said 20 foot alley, a distance of 10.00 feet to a point for corner;

THENCE N 89°37'00" E a distance of 28.04 feet to a point for corner;

THENCE S 00°19'28" E a distance of 10.00 feet to a point for corner being the Northwest corner of Lot 12, Block 10 and the Northeast corner of Lot 11, Block 10 of said Town of Embree and being in the South line of said 20 foot alley;

THENCE S 89°41'35" W along the North line of Lots 9-11, Block 10 of said Town of Embree and the South line of said 20 foot alley, a distance of 180.00 to a point for corner being the Northwest corner of said Lot 9, Block 10 and being in the West line of said Seventh Street;

THENCE N 00°19'28" W along the West line of said Seventh Street a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.076 acres or 3,319 square feet of land, more or less.

NOTE: A SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.
BEARINGS ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983
GEOID MODEL 12A, TEXAS NORTH CENTRAL ZONE 4202

STATE OF TEXAS
REGISTERED
Harrison Hrobar
6584
PROFESSIONAL LAND SURVEYOR

Adams surveying company, LLC
TBPLS Firm Registration No. 10177500
P.O. Box 260392
Plano, TX 75026
Phone: (469) 317-0250
Fax: (214) 295-9844

ALLEY ABANDONMENT

SEVENTH STREET

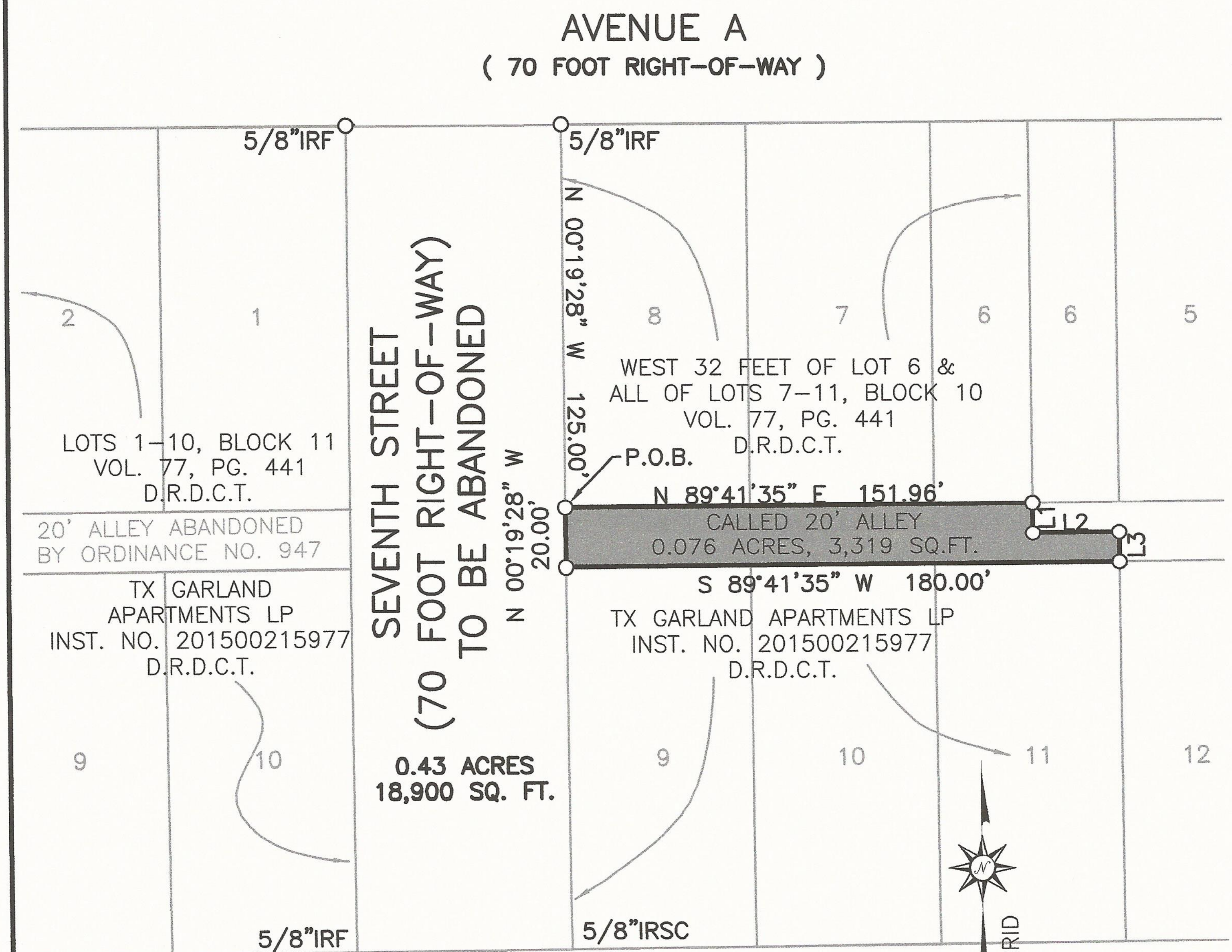
CITY OF GARLAND
DALLAS COUNTY, TEXAS

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
DAM	HH	1" = 50'	8/16/2016	15096

"Z:\ASC Jobs\Jobs 2015\15096 Garland MF\Carlson\15096-BASE-SCALED Alley Abandonment.dwg"

EXHIBIT 'A'

20' ALLEY RIGHT-OF-WAY ABANDONMENT



AVENUE B
(70 FOOT RIGHT-OF-WAY)

LEGEND:

D.R.D.C.T.= DEED RECORDS, DALLAS COUNTY, TEXAS
IRF= IRON ROD FOUND
IRSC= IRON ROD SET WITH PINK PLASTIC CAP STAMPED "ADAMS SURVEYING"
POB= POINT OF BEGINNING

0' 50' 100'

LINE	BEARING	DISTANCE
L1	S 00°19'28" E	10.00'
L2	N 89°37'00" E	28.04'
L3	S 00°19'28" E	10.00'

BEARINGS ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983
GEOID MODEL 12A, TEXAS NORTH CENTRAL ZONE 4202

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20' ALLEY ABANDONMENT

SEVENTH STREET

CITY OF GARLAND
DALLAS COUNTY, TEXAS

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
DAM	HH	1" = 50'	8/16/2016	15096

STATE OF TEXAS
REGISTERED
Harrison Hrobar
6584
PROFESSIONAL LAND SURVEYOR

"Z:\ASC Jobs\Jobs 2015\15096 Garland MF\Carlson\15096-BASE-SCALED Alley Abandonment.dwg"

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: September 6, 2016

Item Title: Authorize the sending of a letter to the City of Plano Housing Authority consenting to allocation of up to twelve HUD project-based vouchers to the Bank of America Multi-Family Redevelopment Project

Submitted By: Rick Vasquez, Managing Director

Summary of Request/Problem

The City Council approved Resolution #10185, February 17, 2015. The Resolution sets forth City Council's support for Green Extreme Home's (Developer) application (#15-247) to the Texas Department of Housing and Community Affairs (TDHCA) for a 9% Housing Tax Credit award. The State tax credit will provide financing to develop a 120 unit multi-family mixed-income redevelopment project (Project) at the former Bank of America building located at 704 Avenue B. The project was co-sponsored by Green Extreme Homes and RRC Acquisitions, LLC and the Project will be owned by TX Garland Apartments GP, LLC. The Texas Department of Community Affairs awarded the Project a $894,000 annual tax credit with a total value of $9,618,905. The Developer's TDHCA award is based on a Project with an apartment unit mix that is 60% market rate and 40% of the units will be made available to residents with incomes at or below 60% of the area median income (approximately $48k).

The Developer contacted the City of Garland's (City) Housing Agency (GHA) and requested HUD project based housing vouchers for the Project. HUD housing vouchers pay the difference between 30 percent of family income and the gross rent for the unit. HUD does not allocate funding for project based vouchers. HUD allows housing agencies to use up to 20 percent of its vouchers for project based vouchers. Currently, the GHA provides housing choice vouchers that allow families to select rental units of their choice. All GHA's housing choice vouchers are presently awarded to qualified families and the GHA maintains a voucher waiting list with over 11,000 families seeking rental housing assistance. In the future, should the City Council elect to provide project based vouchers, funding for the vouchers must be identified, the 5 Year Plan and 1 Year Administration Plan must be amended, a public hearing must be conducted, and HUD approval is required.

The Developer approached the City of Plano Housing Authority (Plano) and requested up to twelve Plano project based vouchers for the Developer's Project located in Garland. The Plano Housing Authority directed the Developer to secure a letter from the City supporting the use of Plano Housing Authority's project based vouchers in the City for the Developer's project.

The Developer is seeking housing vouchers to assist with creating a predictable stream of cash flow to the project to replace approximately $1.2 million project funding gap that was created when funds from a proposed VA jobs training program that included thirty housing stipends did not materialize. Over a ten-year period, the Developer estimated the housing vouchers will provide adequate cash flow to generate the $1.2 million required to firm up the Project's financing structure.

Recommendation/Action Requested and Justification

Staff recommends approval of the request.

The request is consistent with Resolution No. 10185 and with the housing goals outlined in the Envision Garland 2030 Comprehensive Plan. The project is consistent with following Comprehensive Plan goals and policies:

Chapter 5, Goal 1: Protect and revitalize existing stable neighborhood.
Chapter 5, Goal 3. Provide for housing and housing services for residents with unique needs.
Chapter 5, HN Policy 6.4 Encourage the renovation, redevelopment, and revitalization of existing structures or uses that conflict with surrounding land use patterns, neighborhood character, or housing standards.

Attachments

BOA Tax Credit Resolution

RESOLUTION NO. 10185

A RESOLUTION OF THE CITY OF GARLAND, TEXAS IN SUPPORT OF A PROPOSED HOUSING TAX CREDIT MULTI-FAMILY DEVELOPMENT; PROVIDING FINANCING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Green Extreme Homes, 501c3 CHDO or their affiliates (the "Applicant") propose an approximate 120-unit multi-family mixed income adaptive reuse apartment development ("The City Square Artist Lofts") on property located at 704 Avenue B, Garland; and,

WHEREAS, Green Extreme Homes, CDC. has submitted a pre-application (TDHCA No.15-247) and proposes to submit a final application for financing for Affordable Housing, including Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs; and

WHEREAS, pursuant to §11.9(d)(1) Local Government Support in the 2015 Texas Department of Housing and Community Affairs Qualified Allocation Plan, Green Extreme Homes, CDC. has made a request for a "Resolution of Support" for the City Square Artist Lofts development; and,

WHEREAS, the City Council of Garland Texas has found that it wishes to support the City Square Artist Lofts development; and

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

SECTION ONE: The City Council hereby confirms its support for the development and construction of the City Square Artist Lofts described above and that this formal action has been taken to put on record the opinion expressed by the City on this date.

SECTION TWO: The City Council hereby supports the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

SECTION THREE: The City Council confirms its selection of the City Square Artist Lofts Development as the 2015 9% competitive housing tax credit application as the application contributing the most significantly to the concerted revitalization efforts of the City in accordance with §11.9(d)(6)(A)(ii)(III) of the Texas Department of Housing and Community Affairs Qualified Allocation Plan.

SECTION FOUR: In accordance with 10 Texas Administrative Code §11.9(d)(2), the City hereby commits to the financing of the development in the amount of

$350,000 and shall be in the form of one or more of the following: an in-kind contribution such as building permit fee waiver, tap and meter fee waivers or impact fee waivers for a term of 15 years, with an amortization of 40 years, and an interest rate of 0% per annum secured by a subordinate lien on the property or any other form of permanent financial participation by the City acceptable to the Texas Department of Housing and Community Affairs to achieve the maximum level of points.

SECTION FIVE: The City of Garland confirms to the Texas Department of Housing and Community Affairs the City has not and shall not first receive the funds from the Applicant or any related party.

SECTION SIX: For and on behalf of City Council of the City of Garland, Doug Athas, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION SEVEN: This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 17th day of February 2015.

THE CITY OF GARLAND, TEXAS

BY: ______________________
Mayor

ATTEST:

____
City Secretary

CERTIFIED COPY OF RECORD

STATE OF TEXAS §

COUNTY OF DALLAS §

I, the undersigned, City Secretary of the City of Garland, Texas, a governmental subdivision of the State of Texas, in the performance of the functions of my office, hereby certify that the attached record is a full, true and correct copy of Resolution No. 10185 as approved by the Garland City Council on February 17, 2015; and the same document appears in my office and that I am the lawful possessor and have legal custody of said record.

WITNESS my hand and Seal of said City of Garland, Texas, at my office in said City, County and State aforesaid, this the 19th day of February, 2015.

Eloyce René Dowl

Eloyce René Dowl, City Secretary
City of Garland, Texas

GARLAND
POLICY REPORT

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

Meeting Date: September 6, 2016

Item Title: City Center Development - Acquisition of Ground Level of Tract B

Submitted By: Becky King, Managing Director

Council Goal: Sustainable Quality Development and Redevelopment

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ISSUE

Consider the final transactional agreements associated with Tract B of the City Center development, providing for the acquisition of the first level as office space for the Economic Development Department. The transactional agreements include: 1st Amendment to the Ground Lease, Reciprocal Easements and Operating Agreement, Purchase Agreement and Bill of Sale.

OPTIONS

1. Amend the Ground Lease and purchase the first level of 203 N. Fifth for the Economic Development Department through a Reciprocal Easement and Operating Agreement, a Purchase Agreement, and a Bill of Sale.
2. Lease the first level of 203 N. Fifth for the Economic Development Department, using separate transactional agreements
3. Take no action

RECOMMENDATION

Approve Option 1. If Council concurs with this recommendation, staff will present the legal transactional documents for Council consideration, authorizing execution by the Mayor and City Manager, for the September 20, 2016 Regular Session.

BACKGROUND

Tract B, located at 203 N. Fifth St., is part of the City Center Development agreement. This tract of land was originally going to include 10 apartment units, but was later modified to include commercial space on the first level and 5 townhome style apartments on the upper levels.

The City was searching for a location to house its newly formed Economic Development Department. Since City Hall is fully-occupied, the location of Tract B allows for the Economic Development Department to operate in close proximity to City Hall, while providing a more visible presence in Downtown.

The City originally intended to lease the first level of Tract B (203 N. Fifth) from Oaks City Center, LLC for a minimum of 15 years, which would have come at a long-term cost to the City of approximately **$1,570,000** for base rent and interior finish out expenses. (This excludes additional operational rent fees, assessed by the landlord, which cover expenses such as Common Area Maintenance, management fees, insurance, real estate taxes, and special assessments.)

Staff has since determined it is in the City's best long-term financial and economic interests to purchase the first level rather than lease the property. This change was included in the 2016 Capital Improvement Program. Once construction is complete, the City (Office of Economic Development) will own the ground floor of Tract B and Oaks City Center, LLC will own and lease the 2nd and 3rd floors as multifamily residential units.

The primary benefits of acquiring the space rather than leasing are outlined below.

- By purchasing the first level, the City will be able to maintain control of an important corner tract of land in Downtown adjacent to the Square and across the street from City Hall (as well as other municipal facilities).
- Although the City currently plans to utilize the first level as commercial space for the Office of Economic Development, ownership of the facilities, unlike leasing the space from the Oaks, will give the City the flexibility in the future to lease the space for the commercial or retail use of its choice.The option to sublease or sell the property in the future, should our needs change, provides potential for financial appreciation opportunities.
- Under a lease agreement, the City would not own the structure, nor would the City have a guaranteed possessory interest under the current Ground Lease.A lease agreement would provide Oaks City Center, LLC with the option to not renew the lease term after 15 years.Acquisition of the first level of Tract B gives the City immediate ownership interests and guaranteed possession.
- Acquisition of the space also means that maintenance and upkeep will be the City's responsibility.This allows the City to operate the facility at discounted rates (compared to the developer) through discounted utility rates, existing property and equipment maintenance agreements for City facilities, tax exemptions, insurance, etc.This will provide more controls to ensure consistency of maintenance with City Hall standards as well as contributing to the overall appearance of Downtown.

Oaks City Center's lender has requested that the legal agreements be finalized by October 1, 2016. Staff is providing the final legal documents for Council to review prior to formal consideration for action on September 20, 2016.

CONSIDERATION

In order to acquire the first level of Tract B from Oaks City Center, LLC, the following transactional agreements need to be executed: 1st Amendment to the Ground Lease, Reciprocal Easements and Operating Agreement, Purchase Agreement and Bill of Sale. The purpose and intent of each agreement is outlined below.

<u>1st Amendment to Ground Lease</u>

The City entered into a ground lease with Oaks City Center, LLC, in August of 2013 ("Ground Lease"). The Ground Lease captured the Tract B real property, among other tracts of land around City Hall, commonly known as 203 N. Fifth Street. At the time of execution, Tract B was conceptually going to add 10 multifamily apartments in Downtown; it had not been finally determined whether the parties would share the Tract B space, nor how the space would be allocated. The parties have since agreed that the City will utilize the ground floor as commercial space (Office of Economic Development) and the upper floors will used by Oaks as residential lofts.

This arrangement requires that the parties amend the legal description of the original Ground Lease so that (1) the Tract B real property is excluded from the defined premises, and (2) the top two floors, stair wells, and other mechanical areas serving the 2 nd and 3rd floors are captured in the Ground Lease legal description (the City will be effectively leasing the stairwells and a volume of “air space” above the lowest portions of the floor trusses supporting the 2nd floor).

Reciprocal Easements and Operating Agreement
The second document is the Reciprocal Easements and Operating Agreement, which is intended to govern the respective rights and obligations of the parties in the operation, maintenance, repair, and replacement of the respective allocated spaces, structural components, equipment, and improvements, as well as defining and describing the associated easements. The parties believe that, in the long-term, using this particular reciprocal easement scheme will be more efficient, save valuable human resources, and be less administratively burdensome than a condominium regime established under the Texas Property Code.

Purchase Agreement and Bill of Sale
The Purchase Agreement memorializes the terms and conditions under which the title to, and interest in, the ground level improvements will be transferred from the Oaks to the City. In this agreement, the City will agree to pay the Oaks a not to exceed purchase price of **$1,311,206.00** for the costs and expenses, including a development fee of **3.1%**, associated with the construction of the first floor improvements. Under the terms of the Purchase Agreement, the Oaks will deliver a “turn-key” space to the City, save and except for interior furnishings and decorations. (This means the City will utilize co-op agreements with deep discounts to provide for furniture and technology equipment throughout the space.)

The Bill of Sale is the operative instrument that transfers title to, and ownership of, the ground level improvements to the City. It will merge ownership of the City of Garland ground floor improvements with the underlying real property. After the closing, the City will own those improvements and the Tract B land subject only to the leasehold rights of Oaks City Center, LLC under the Ground Lease, as amended, and the Reciprocal Easements and Operating Agreement described above.

This item was reviewed and prepared by the City Attorney's Office

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Attachments

Purchase Agreement and Exhibits

PURCHASE AGREEMENT

THIS AGREEMENT is made as of September ____, 2016, between Oaks City Center LLC, a Minnesota limited liability company ("Seller"), and City of Garland, Texas, a home-rule municipality ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property Improvements. Seller is constructing a three story frame mixed use building located at 203 North Fifth Street, Garland, Texas (the "Building"). Floor 1 of the Building is to be used as office space ("COG Space"). Floors 2 and 3 of the Building will be used as five rental apartments ("Oaks City Lofts"). Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the COG Space, depicted on Exhibit A attached hereto and made a part hereof, for the sum of Five Hundred Eighty Nine Thousand Five Hundred Six and 00/100ths Dollars ($589,506.00) ("Purchase Price"). The Purchase Price shall be paid in cash on the Closing Date.

2. Purchase Price Composition. The Purchase Price is comprised of the following:

Construction Cost – Shell	$ 528,231
Allocable Soft Costs	61,275
	$589,506

   The general contractor for the Building is Hill & Wilkinson Construction Group, Ltd., a Texas limited partnership ("Hill & Wilkinson"). The Building is being constructed pursuant to that Construction Contract dated December 27, 2013 by and between Hill & Wilkinson and Seller.

3. Bill of Sale/Warranties. Subject to performance by the Buyer, the Seller agrees to execute and deliver a Bill of Sale, in the form of Exhibit B attached hereto and made a part hereof, conveying ownership of the COG Space to Buyer free and clear of all liens and claims. Further, Seller will transfer and assign all Hill & Wilkinson and Finish General Contractor construction warranties, including all manufacturer warranties for equipment and systems conveyed to the Buyer under the Bill of Sale.

4. Interior Finish Construction by Seller. Seller will engage Hill & Wilkinson or a different general contractor acceptable to Buyer (the "Finish General Contractor") to complete the interior finish construction (including all allowances) of the COG Space, as described in Paragraph 13, for a cost not to exceed Seven Hundred Thousand and 00/100ths Dollars ($700,000.00), plus a development fee of 3.10%, not to exceed Twenty One Thousand Seven Hundred and 00/100ths Dollars ($21,700.00) (collectively the "Interior Finish Construction Cost"). Buyer shall pay the Interior Finish Construction Cost in four monthly cash installment payments, per the actual construction expenditures as evidenced by the pay applications submitted by the Finish General Contractor in addition to the applicable development fee. Seller and Buyer will jointly approve all pay applications.

5. First Amendment to Ground Lease. The Building has been constructed on land known and designated as 203 North Fifth Street, Garland, Texas, identified as Tract B and legally described on Exhibit C attached hereto and made a part hereof. The land identified as Tract B on Exhibit C has been leased by the Seller under that Ground Lease dated August 1, 2013 by and between City of Garland, Texas ("Landlord") and Oaks City Center LLC ("Tenant"). Subject to performance by the Buyer, at closing, the Seller and City of Garland agree to execute and deliver an amendment to the Ground Lease (the "First Amendment to Ground Lease"), substantially in the form attached hereto as Exhibit D, which First Amendment to Ground Lease will remove Tract B from the Ground Lease and will substitute therefore the Oaks City Lofts improvements, consisting of Floors 2 and 3 of the Building as legally described in the First Amendment to Ground Lease. The Bill of Sale will merge ownership of the COG Space with the land legally described on Exhibit C. From and after the closing, the Buyer will own the COG Space and the Tract B land subject only to the leasehold rights of Oaks City Center LLC under the Ground Lease, as amended, and the Reciprocal Easements and Operating Agreement described in Paragraph 6.

6. Reciprocal Easements and Operating Agreement. Subject to performance by the Buyer, at closing, the Seller and City of Garland agree to execute and deliver the "Tract B Reciprocal Easements and Operating Agreement" substantially in the form attached hereto as Exhibit E. The Tract B Reciprocal Easements and Operating Agreement will govern the use and operation of the COG Space and Oaks City Lofts.

7. Closing. The closing for Buyer's purchase of the COG Space shall be held on or before October 1, 2016 (the "Closing Date") at a mutually-agreed upon time at the offices of the Title Company (as defined in Paragraph 11) or as otherwise agreed between the parties.

8. Real Estate Taxes. Real estate taxes due and payable in the year of closing shall be paid by Seller. Buyer, as purchaser of the COG Space, is exempt from payment of real estate taxes. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to the closing for the Oaks City Lofts shall be paid by the Seller.

9. Prorations. All items customarily prorated and adjusted in connection with the closing of the sale of the COG Space shall be prorated as of the date of closing. It shall be assumed that the Buyer will own the COG Space for the entire date of the closing. Seller and Buyer will equally share any closing fee charged by the Title Company or other closer.

10. Damages to the COG Space. If there is any loss or damage to the COG Space between the date hereof and the date of closing, for any reason, the risk of loss shall be on the Seller. If the COG Space is destroyed or substantially damaged before the closing, this Agreement shall become null and void, at Buyer's option. Buyer shall have the right to terminate this Agreement within 30 days after Seller notifies Buyer of such damage. Seller will promptly restore the COG Space if Buyer does not elect to terminate this Agreement under this Paragraph 10.

11. Examination of Title. Within a reasonable time after acceptance of this Agreement, if requested by Buyer, Seller shall furnish Buyer with an ALTA commitment for title insurance issued by Republic Title of Texas, Inc. (the "Title Company"), certified to date including proper searches covering bankruptcies and State and Federal judgments, liens,

and levied and pending special assessments for the land described in Exhibit B. Buyer shall have thirty (30) days after receipt of the Abstract of Title or ALTA commitment for title insurance to examine the title to the land described in Exhibit B and provide Seller with written objections. Buyer shall be deemed to have waived any title objections not made within the applicable 30 day period set forth above, except that this shall not operate as a waiver of Seller's covenant to deliver the First Amendment to Ground Lease. If any objection is so made, Seller shall have 10 business days from receipt of Buyer's written title objections to notify Buyer of Seller's intention to make title to the land described in Exhibit B marketable within 30 days from Seller's receipt of Buyer's written title objections. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of title and within 10 days after written notice to Buyer, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, this Agreement shall be null and void, at option of Buyer; neither party shall be liable for damages hereunder to the other. This provision shall not deprive either party of the right to enforce the specific performance of this contract provided this contract has not been terminated and provided action to enforce such specific performance shall be commenced within six months after such right or action shall arise.

12. Possession. Seller shall deliver possession of the COG Space on the Closing Date.

13. Interior Finish Construction. Buyer has construction drawings prepared by JHP Architecture / Urban Design, PC dated May 6, 2016 (the "Plans") for most work to complete the interior finish construction (collectively, the "Interior Finish Construction"). The Buyer and Finish General Contractor will agree to coordinate and jointly specify the architectural finish schedule, in order for the Finish General Contractor to properly complete the space. Seller will, under a separate agreement with the Finish General Contractor, cause the Finish General Contractor to complete the Interior Finish Construction of the COG Space according to the Plans. The separate agreement with the Finish General Contractor will require commencement of work on Interior Finish Construction on or before October 1, 2016 with completion date of February 1, 2017. In the event the actual cost of the Interior Finish Construction work to be completed by the Finish General Contractor is less than $700,000.00, the balance of the Interior Finish Construction Cost not to exceed amount payable to Seller will adjust accordingly. In the event Buyer requests changes to the Interior Finish Construction of the COG Space after the date of this Agreement, only written and executed Proposed Change Orders signed by Seller, Buyer and the Finish General Contractor will be implemented. Further, the cost of any Proposed Change Order(s) fully executed after the date of this Agreement will adjust the Interior Finish Construction Cost accordingly.

14. Interior Finish Construction Monitoring. Buyer shall have the right, at its expense to monitor, inspect and confirm that the Interior Finish Construction is performed in accordance with the Plans.

15. Furnishings & Equipment by Buyer. Seller and Buyer acknowledge that office furnishings and equipment to be installed by Buyer in the COG Space and not included in the Plans are not included in this Agreement.

16. Notices. Seller has not received any notice from any governmental authority concerning any eminent domain, condemnation, special taxing district, or rezoning proceedings.

Seller's representations contained in this Paragraph shall survive the delivery of First Amendment to Ground Lease. The parties are fully informed about the terms and conditions of the Ground Lease.

17. Representations and Warranties of Buyer. Seller represents and warrants to Buyer that the following representations and warranties are true now and will be true on the date of actual closing as if made on the date of actual closing:

a. Authority. The Buyer is a home rule municipality under the laws of the State of Texas. The Buyer has the requisite power to enter into and to perform this Agreement.

b. Judgments. There are no unsatisfied judgments against Buyer.

c. Liens. There are no state or federal tax liens, or any other liens, filed against Buyer, and there has been no labor or materials furnished to the COG Space at the request of Buyer for which payment has not been made.

d. Unrecorded Documents. There are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the COG Space, and there are no persons in possession of any portion of the COG Space and the Oaks City Lofts improvements other than pursuant to the Ground Lease.

e. Compliance with Laws. To the best of Seller's knowledge, the COG Space improvements are not in violation of any statute, law, ordinance or regulation.

f. Brokers. Seller has not engaged any broker to represent it in the transactions contemplated in this Agreement. The Buyer has not engaged any broker to represent it in the transactions contemplated in this Agreement.

18. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following representations and warranties are true now and will be true on the date of actual closing as if made on the date of actual closing:

a. Authority. The Seller is a Minnesota limited liability company duly organized and validly existing under the laws of the State of Minnesota. The Seller has the requisite power to enter into and to perform this Agreement.

b. FIRPTA. Seller is not a "foreign person," "foreign partnership," or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code.

c. Hazardous Substances. To the best of Seller's actual knowledge, except as may be disclosed in any environmental report that Seller provides to Buyer, (a) there are no hazardous substances presently located in or on the COG Space or the Oaks City Lofts improvements in contravention of law, and (b) there have been no acts or occurrences upon the COG Space and Oaks City Lofts that have caused or could cause hazardous substances or petroleum products to be released or discharged into the subsoil or ground water of the land described in Exhibit B.

d. Bankruptcies. There have been no bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the COG Space.

e. Judgments. There are no unsatisfied judgments against Seller.

f. Liens. There are no state or federal tax liens, or any other liens, filed against Seller, and there has been no labor or materials furnished to the COG Space or Oaks City Lofts for which payment has not been made.

g. Unrecorded Documents. There are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the COG Space, and there are no persons in possession of any portion of the COG Space and the Oaks City Lofts improvements other than pursuant to the Ground Lease.

h. Compliance with Laws. To the best of Seller's knowledge, the COG Space improvements are not in violation of any statute, law, ordinance or regulation.

i. Brokers. Seller has not engaged any broker to represent it in the transactions contemplated in this Agreement. The Buyer has not engaged any broker to represent it in the transactions contemplated in this Agreement.

19. Time of the Essence. The parties acknowledge that time is of the essence for all provisions of this Agreement.

20. Notice. Any notice required or permitted to be delivered hereunder will be deemed received three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by a nationally-recognized overnight courier (such as FedEx), hand delivered, by fax or by email.

a. If intended for the Buyer:

City Manager
City of Garland, Texas
200 N. Fifth Street
Garland, Texas 75040
Telephone: 972-205-2465
Fax: 972-205-2504
Email: bbradford@garlandtx.gov

b. With a copy to:

Office of the City Attorney
Attention: Brian England, Esq.
200 N. Fifth Street, Fourth Floor
Garland, Texas 75040
Telephone: 972-205-2380
Fax: 972-205-2389
Email: bengland@garlandtx.gov

c. If intended for the Seller: Oaks City Center LLC
Attention: Norman P. Bjornnes, Jr., Esq.
3550 East 46th Street, Suite 120
Minneapolis, Minnesota 55406
Telephone: 612-630-5943
Fax: 612-874-1054
Email: nbjornnes@oaksproperties.com

d. With a copy to: Christopher Huntley, Esq.
Mulligan & Bjornnes PLLP
401 Groveland Avenue
Minneapolis, Minnesota 55403
Telephone: 612-879-1822
Fax: 612-871-7869
Email: chuntley@mulliganbjornnes.com

21. Miscellaneous Provisions.

a. Survival. All of the warranties, representations, and covenants of this Agreement shall survive and be enforceable after the closing for twelve months.

b. Entire Agreement; Modification. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

c. Successors and Assigns. If this Agreement is assigned, all provisions of this Agreement shall be binding on successors and assigns.

d. Governing Law; Venue. This Purchase Agreement shall be construed and enforced under the laws of the State of Texas, without regard to any conflicts of laws principles. Any lawsuit related to this Agreement must be brought in a state court of proper jurisdiction in Dallas County, Texas, to the exclusion of other venues.

e. Counterparts/Electronic Signatures. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original agreement but all of which taken together shall constitute one and the same document. Further, a signed document transmitted electronically shall be considered as binding as an original signature.

BUYER:
CITY OF GARLAND

____
Bryan Bradford
City Manager
Dated: ___________________

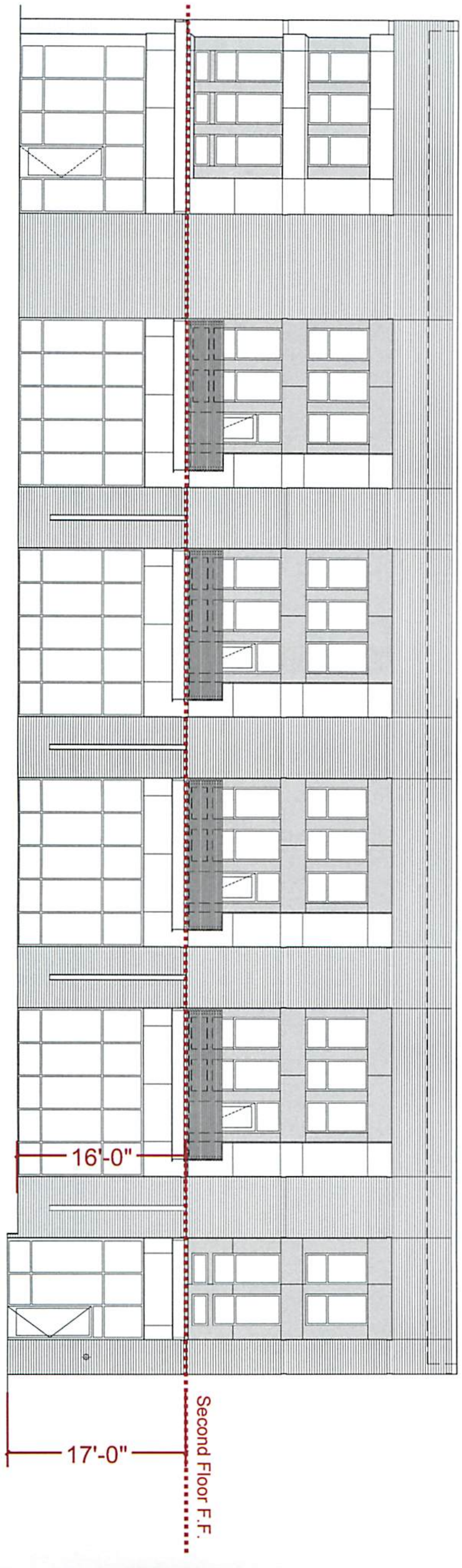
SELLER:
OAKS CITY CENTER LLC

____
Norman P. Bjornnes, Jr.
Chief Manager/President
Dated: ______________________

EXHIBIT A

Depiction of the COG Space

Attached



JHP

JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
Telephone: 214-363-5687
Fax: 214-363-9563

Garland City Center
Tract B

Project Number: 2012007
Drawn By: LA
Date: 04.28.2016

Revision	Date
△	
△	
△	
△	
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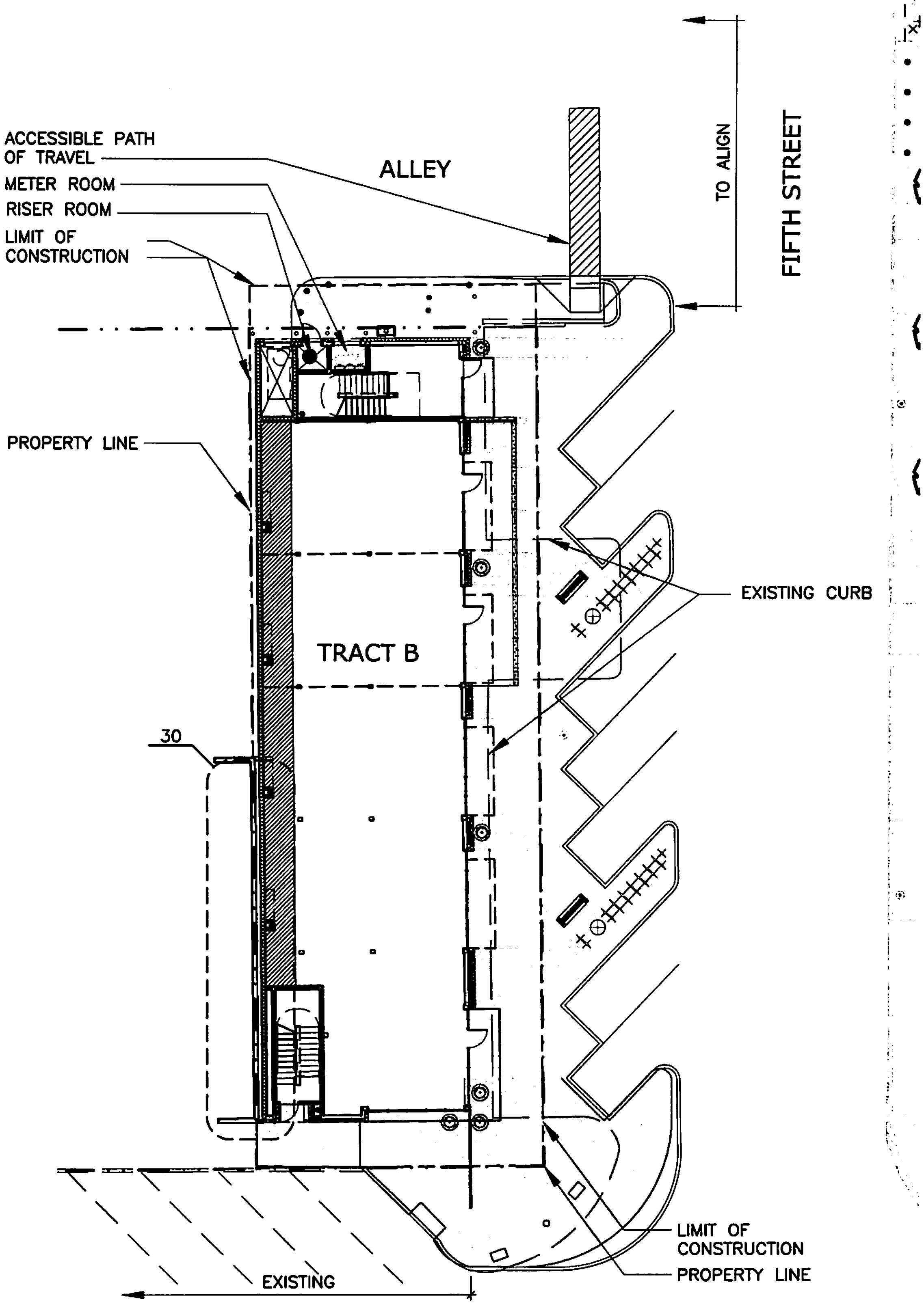
Sheet:

SK-01



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Telephone: 214-363-5687
Fax: 214-363-9563

Garland City Center
Tract B

Project Number: 2012007
Drawn By: LA
Date: 04.28.2016

Revision Date

△
△
△
△
△
△

Sheet:

SK-02

Exhibit B

Bill of Sale

Attached

Exhibit B

Bill of Sale

Attached

BILL OF SALE

FOR VALUABLE CONSIDERATION, **Oaks City Center, LLC**, a Minnesota limited liability company ("Seller"), sells, conveys and transfers all of its interests in, title to, and possession of all those certain improvements located at 203 North Fifth Street, Garland, Texas, on the real property described on the attached Exhibit A, which is incorporated herein by reference, save and except the improvements located within the portion of the real property described on the attached Exhibit B, which is incorporated herein by reference, to the **City of Garland, Texas, a home-rule municipality** ("Buyer"), subject to the lien of any security agreement assumed by Buyer; subject to any liens, encumbrances, adverse claims or other matters that Buyer has created, suffered or permitted to accrue; and, subject to the following liens, claims and encumbrances:

> That certain Reciprocal Easements and Operating Agreement of even date herewith

Seller warrants that: Seller is the owner of the improvements described above; the improvements are free from all liens, claims and encumbrances (except as listed above); and Seller has the right to sell and transfer title to and possession of the improvements to Buyer. Seller warrants and shall defend Buyer's title to the improvements against any and all persons who claim any interest through Seller's interest in the improvements described above, subject only to the liens, claims and encumbrances listed above. Any cause of action for a breach of warranty of title as to the personal property must be commenced by Buyer within one year of the Date of Closing or be deemed waived.

Date: ____________________

SELLER:

OAKS CITY CENTER LLC

____

By: Norman P. Bjornnes, Jr.
Its: Chief Manager/President

STATE OF __________)
)
COUNTY OF _________)

The foregoing instrument was acknowledged before me this _____ day of _________________, 2016, by Norman P. Bjornnes, Jr., Chief Manager/President of Oaks City Center LLC, on behalf of the limited liability company.

____
Notary Public

Exhibit A

Legal Description Upon Which the Improvements Are Located

Attached

Premises

TRACT B:
Being a 0.1507 acre tract of land described as a portion of Lots 6-10, Block 12, Duck Creek Addition, Additions to the City of Garland, Dallas County Texas, according to the plat thereof recorded in Volume 82, Page 352, Map Records, Dallas County, Texas, being the same tract of land conveyed to The City of Garland by deed recorded in Volume 3744, Page 334 of Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a brass disk found for the corner at the intersection of the North right-of-way line of State Street (variable width public right-of-way) and the West right-of-way line of Fifth Street (70 foot public right-of-way), said point being the Southeast corner of said Block 12, same being the Southeast corner of herein described tract;

Thence South 89 Degrees 39 Minutes 13 Seconds West, along the North right-of-way line of said State Street, a distance of 47.10 feet to a brass disk found for corner, said point being the Southeast corner of a tract of land conveyed to Sarah L. Stafford by deed recorded in Volume 99028, Page 729 of the Deed Records of Dallas County, Texas, same being the Southwest corner of herein described tract;

Thence North 00 Degrees 42 Minutes 14 Seconds West, departing the North right-of-way line of said State Street, and along the East line of said Stafford tract, a distance of 138.75 feet to a brass disk found for corner in the South right-of-way line of a 20 foot public alley, said point being the Northeast corner of said Stafford tract, same being the Northwest corner of herein described tract;

Thence North 89 Degrees 28 Minutes 39 Seconds East, along the South right-of-way line of said alley, a distance of 47.47 feet to an "X" found in concrete for corner at the intersection of the South right-of-way line of said alley and the West right-of-way line of said Fifth Street, said point being the Northeast corner of herein described tract;

Thence South 00 Degrees 33 Minutes 02 Seconds East, along the West right-of-way line of said Fifth Street, a distance of 138.89 feet to the POINT OF BEGINNING and containing 6,564 square feet or 0.1507 acres of land.

Exhibit B

Improvements Excepted from the Bill of Sale

Attached

BEING a volume of space that is limited by the physical extremities of the existing structure (hereafter referred to as the subject building) situated on the land described in the Deed dated the 1st day of June, 1952, from Evelyn M. Gatewood to the City of Garland, Texas, and recorded in Volume 3744, at Page 334 of the Deed Records of Dallas County, Texas, and being part of Lots 6, 7, 8, 9 and 10 of Block 12 of the Original Town of Duck Creek as it appears on the plat thereof recorded in Volume 82, at Page 352 of the Deed Records of Dallas County, Texas. It is the intent of this description to describe volumetric spaces situated entirely within the horizontal limits stated above. Nothing within the following particular description will be construed to defeat this clear and unambiguous intent of the parties:

See Exhibit A attached hereto for orientation of the stairwells on the first floor of the subject building.

STAIRWAY 1: (Exhibit B - 458 square feet)
The space herein described is a volume including all of the space within the stairwell situated on the northerly end of the first story of the subject building. STAIRWWAY 1 includes the actual stairwell plus the other rooms shown on the attached Exhibit B.

The volume described herein embraces the vertical space between the upper surface of the first floor, and the lowest horizontal surface defined by the lowest portions of the floor trusses, between the first and second floors of the subject building; and it extends horizontally from the southerly interior wall face of the LOBBY, STAIRWAY 1, and TRASH COLLECTION rooms, thence in a northerly direction, fully embracing all interior partitions, facilities and features, to the westerly, northerly and easterly exterior wall façade faces of the subject building.

STAIRWAY 2: (Exhibit C - 216 square feet)

The space herein described is a volume including all of the space within the stairwell situated on the southerly end of the first story of the subject building. STAIRWAY 2 includes the actual stairwell plus the other rooms shown on the attached Exhibit C.

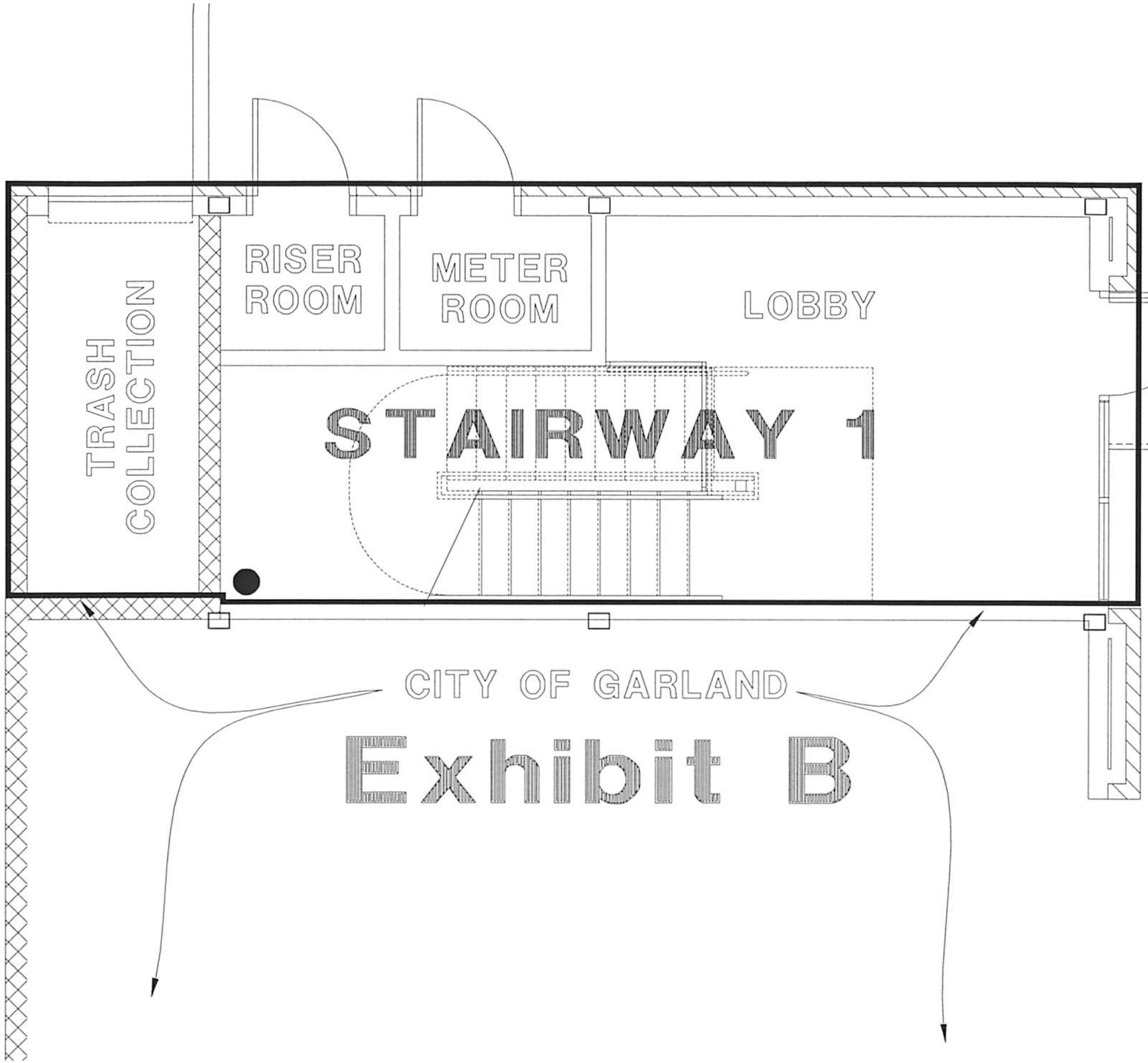
The volume described herein embraces the vertical space between the upper surface of the first floor, and the lowest horizontal surface defined by the lowest portions of the floor trusses, between the first and second floors of the subject building; and it extends horizontally from the northerly and easterly interior wall face of said STAIRWAY 2 projected to their respective intersections with the exterior wall façade west and south faces of the subject building, thence in a southerly and westerly direction to the exterior wall façades and embracing all internal partitions.

SECOND and THIRD STORY:

Embracing all of the space containing the second story (4,171 square feet based upon interior floor dimensions) and the third story (4,171 square feet based upon interior floor dimensions) of the subject building, the lowest elevation of said space being the lowest horizontal surface defined by the lowest portions of the floor trusses, between the first and second floors of the subject building situated on the above described tract of land and said surface to extend horizontally, in all directions, on a planer projection of the said lowest portions of the floor trusses, to its intersection with the vertical surfaces defined by the outer limits of the façade of said building;

THENCE vertically, generally perpendicular to said lowest elevation and at all times contiguous with the outer limits of the façade of said building, to the intersection of the top most surface of said parapet including any and all undulations thereof to form a closed volume of space.

Exhibit B


RISER ROOM
METER ROOM
LOBBY
TRASH COLLECTION
STAIRWAY 1
CITY OF GARLAND

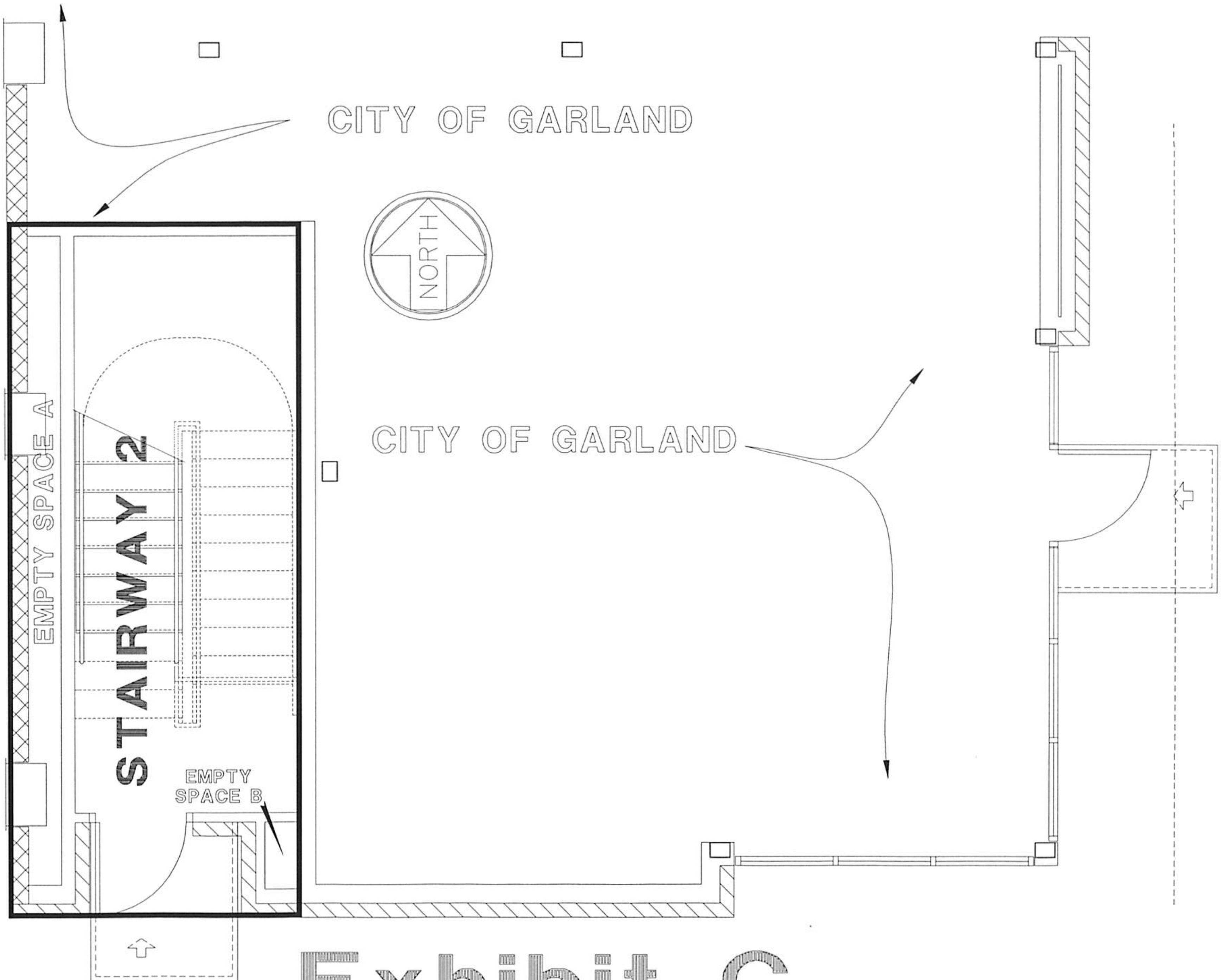

CITY OF GARLAND
NORTH
CITY OF GARLAND
EMPTY SPACE A
STAIRWAY 2
EMPTY
SPACE B

Exhibit C

Exhibit C

Legal Description

Attached

Premises

TRACT B:
Being a 0.1507 acre tract of land described as a portion of Lots 6-10, Block 12, Duck Creek Addition, Additions to the City of Garland, Dallas County Texas, according to the plat thereof recorded in Volume 82, Page 352, Map Records, Dallas County, Texas, being the same tract of land conveyed to The City of Garland by deed recorded in Volume 3744, Page 334 of Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

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Thence South 00 Degrees 33 Minutes 02 Seconds East, along the West right-of-way line of said Fifth Street, a distance of 138.89 feet to the POINT OF BEGINNING and containing 6,564 square feet or 0.1507 acres of land.

Exhibit D

First Amendment to Ground Lease

Attached

STATE OF TEXAS § **First Amendment to Ground Lease**
§
COUNTY OF DALLAS §

This First Amendment to Ground Lease (this "First Amendment") is made, to be effective as of the last date of execution set forth below, by and between the City of Garland, Texas, a home rule municipality ("Landlord"), and Oaks City Center LLC, a Minnesota limited liability company ("Tenant"), acting by and through their respective authorized member, officers and/or representatives.

WITNESSETH:

WHEREAS, the parties previously entered into that certain Ground Lease, dated effective as of August 1, 2013 (the "Ground Lease") with respect to that certain real property located in Garland, Dallas County, Texas and more particularly described therein (the "Premises");

WHEREAS, the parties desire to amend the Lease as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Agreements

1. All capitalized terms used but not expressly defined herein shall have the meaning given thereto in the Lease (or such other document as expressly identified herein).

2. Each of Landlord and Tenant hereby agree and acknowledge that the legal description for only Tract B as set forth in the Ground Lease is deleted and is revised as provided on Exhibit A attached hereto and made a part hereof.

3. Each of the Landlord and Tenant hereby consent and agree to the terms and conditions of that certain Reciprocal Easements and Operating Agreement of even date herewith by and between Landlord and Tenant which affects the use of only Tract B as described on Exhibit A.

4. The consideration for this First Amendment is the purchase by Landlord from Tenant certain as-built improvements located on Tract B at ground level and continuation of the Ground Lease of that part of Tract B above and adjacent to those improvements, as described on Exhibit A.

5. Except as expressly amended by this First Amendment, the Ground Lease shall continue in full force and effect as written.

6. This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimile and electronically delivered signatures hereon shall be treated for all purposes as original signatures.

7. This First Amendment shall be binding upon and shall inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

Signature Pages to follow

EXECUTED on this _____ day of __________, 2016.

LANDLORD:

City of Garland, Texas,
a home rule municipality

By: ____________________________________
Name: Douglas Athas
Title: Mayor

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of ______________________, 20___, by Douglas Athas in his capacity as Mayor of the City of Garland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____________________, 20____.

____
Notary Public in and for the State of Texas

EXECUTED on this _____ day of __________, 2016.

TENANT:

Oaks City Center LLC,
a Minnesota limited liability company

By: _______________________________
Name: Norman P. Bjornnes, Jr.
Title: Chief Manager/President

STATE OF MINNESOTA §
COUNTY OF HENNEPIN §

This instrument was acknowledged before me on the _____ day of ______________________, 20___, by Norman P. Bjornnes, Jr. in his capacity as Chief Manager/President of Oaks City Center LLC, a Minnesota limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ____________________, 20____.

Notary Public in and for the State of Minnesota _________________________________

____
Typed or Printed Name of Notary
My Commission Expires:___________

Exhibit A

Attached

BEING a volume of space that is limited by the physical extremities of the existing structure (hereafter referred to as the subject building) situated on the land described in the Deed dated the 1st day of June, 1952, from Evelyn M. Gatewood to the City of Garland, Texas, and recorded in Volume 3744, at Page 334 of the Deed Records of Dallas County, Texas, and being part of Lots 6, 7, 8, 9 and 10 of Block 12 of the Original Town of Duck Creek as it appears on the plat thereof recorded in Volume 82, at Page 352 of the Deed Records of Dallas County, Texas. It is the intent of this description to describe volumetric spaces situated entirely within the horizontal limits stated above. Nothing within the following particular description will be construed to defeat this clear and unambiguous intent of the parties:

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STAIRWAY 2: (Exhibit C - 216 square feet)

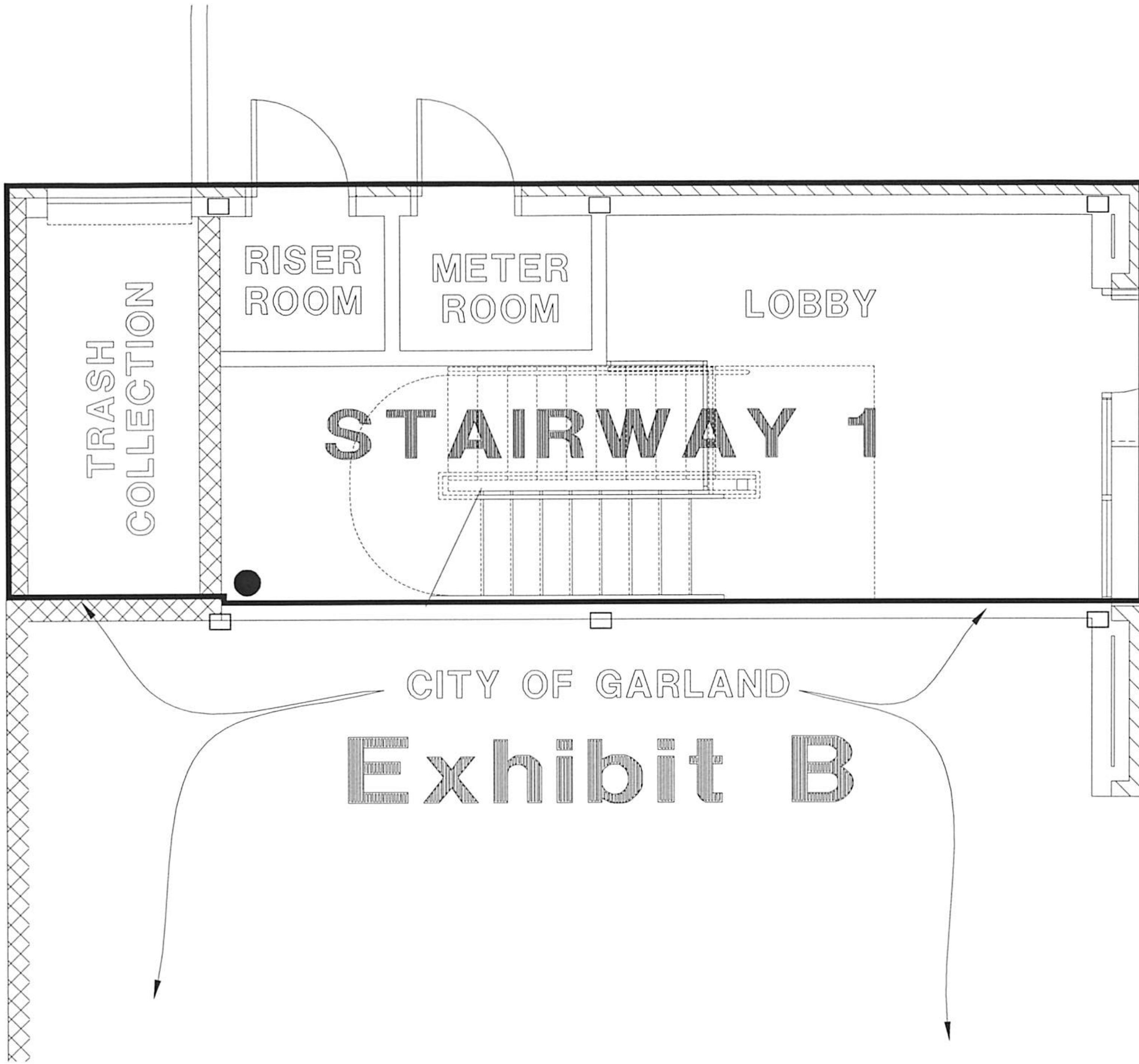
The space herein described is a volume including all of the space within the stairwell situated on the southerly end of the first story of the subject building. STAIRWAY 2 includes the actual stairwell plus the other rooms shown on the attached Exhibit C.

The volume described herein embraces the vertical space between the upper surface of the first floor, and the lowest horizontal surface defined by the lowest portions of the floor trusses, between the first and second floors of the subject building; and it extends horizontally from the northerly and easterly interior wall face of said STAIRWAY 2 projected to their respective intersections with the exterior wall façade west and south faces of the subject building, thence in a southerly and westerly direction to the exterior wall façades and embracing all internal partitions.

SECOND and THIRD STORY:

Embracing all of the space containing the second story (4,171 square feet based upon interior floor dimensions) and the third story (4,171 square feet based upon interior floor dimensions) of the subject building, the lowest elevation of said space being the lowest horizontal surface defined by the lowest portions of the floor trusses, between the first and second floors of the subject building situated on the above described tract of land and said surface to extend horizontally, in all directions, on a planer projection of the said lowest portions of the floor trusses, to its intersection with the vertical surfaces defined by the outer limits of the façade of said building;

THENCE vertically, generally perpendicular to said lowest elevation and at all times contiguous with the outer limits of the façade of said building, to the intersection of the top most surface of said parapet including any and all undulations thereof to form a closed volume of space.


RISER
ROOM
METER
ROOM
LOBBY
TRASH
COLLECTION
STAIRWAY 1
CITY OF GARLAND
Exhibit B

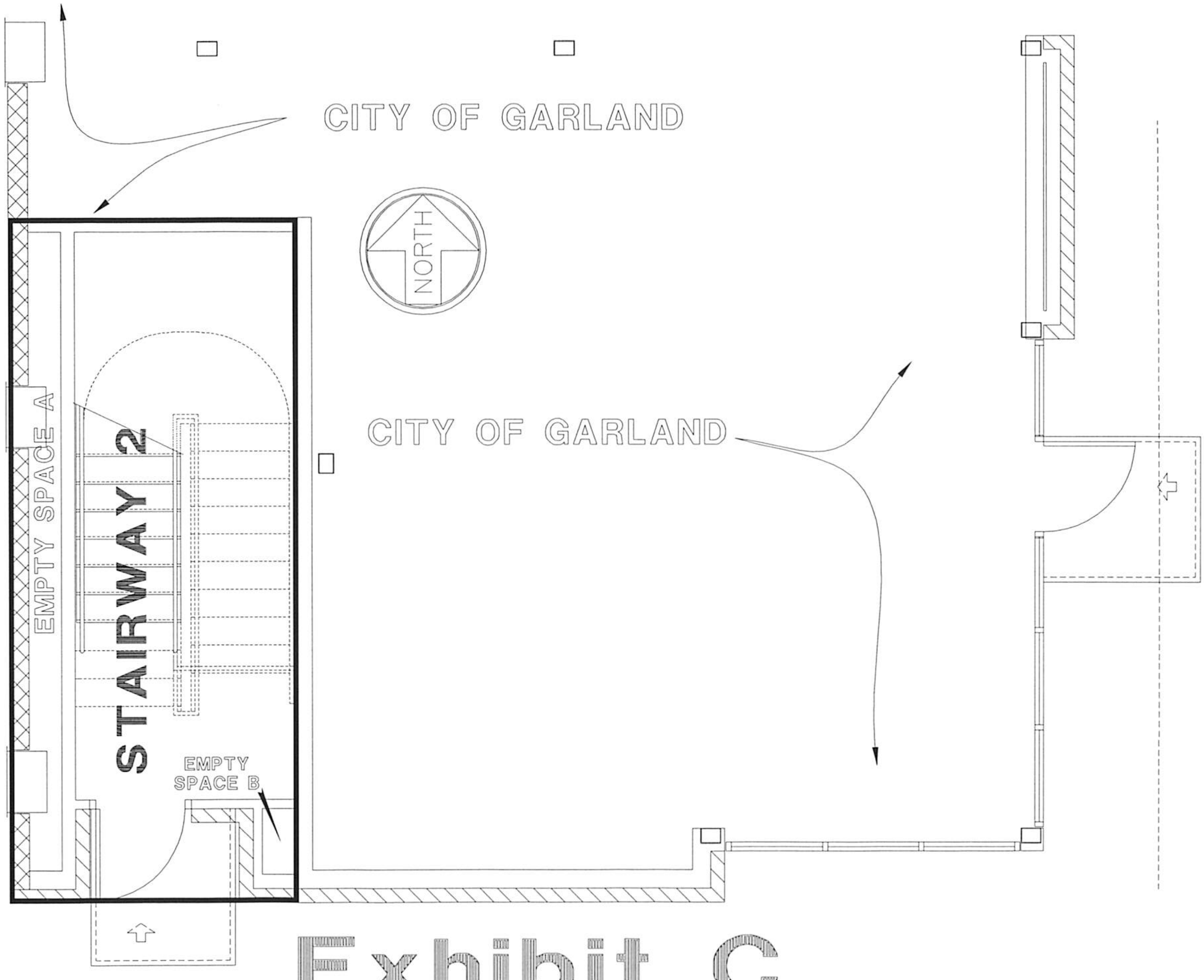

CITY OF GARLAND
NORTH
CITY OF GARLAND
EMPTY SPACE A
STAIRWAY 2
EMPTY
SPACE B

Exhibit C

Exhibit E

Reciprocal Easements and Operating Agreement

Attached

RECIPROCAL EASEMENTS
AND OPERATING AGREEMENT
(City of Garland Space/City Lofts)

THIS RECIPROCAL EASEMENTS AND OPERATING AGREEMENT ("Agreement") is made as of the ____ day of ____________, 20___, by **CITY OF GARLAND, TEXAS**, a home rule municipality ("**City**") and **OAKS CITY CENTER LLC**, a Minnesota limited liability company ("**OCC**").

WITNESSETH:

WHEREAS, City is the owner of the real property in Dallas County, Texas legally described on attached Exhibit A;

WHEREAS, pursuant to that Ground Lease dated as of August 1, 2013, as amended by that First Amendment to Ground lease dated ___________, OCC is the lessee of a portion of that real property in Dallas County, Texas legally described on attached Exhibit A;

WHEREAS, OCC has constructed upon a portion of the real property a three story mixed use building known and designated as 203 North Fifth Street, Garland, Texas (the "Building"). Floor 1 of the Building has been acquired by City for use as office space (the "COG Space"). Floors 2 and 3 and access thereto from Floor 1 will be used by OCC as five rental apartments (the "City Lofts");

WHEREAS, City and OCC desire to memorialize their respective rights and obligations in the operation, maintenance, repair and replacement of the COG Space improvements and the OCC City Lofts improvements and easements associated therewith; and

WHEREAS, the parties intend the COG Space improvements and the OCC City Loft improvements on the real property described on attached Exhibit A shall be held, transferred, mortgaged, sold, conveyed, leased, sub-leased and occupied subject to the provisions of this Agreement.

NOW, THEREFORE, City and OCC agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference, including the definitions set forth therein.

2. Definitions.

2.1 **"Commencement Date"** shall mean the date on which OCC sells the COG Space to City.

2.2 **"Improvements"** shall include the COG Space on Floor 1 and the City Lofts apartments on Floors 2 and 3, including access thereto from Floor 1 in the Building, walkways, sidewalks, parking spaces on North Fifth Street, landscaping, irrigation systems and storm sewer catch basins (and related storm sewer lines), water lines, irrigation lines, sanitary sewer lines, electrical lines, gas lines, telephone lines, and any and all other utility lines and any valves, switches, manholes or other accessory devices appurtenant and/or accessory to such utility lines (all such Improvements relating to utilities shall be referred to as **"Utilities"**).

2.3 **"Owner"** or **"Lessee"** as used herein, shall be deemed to mean the City as the fee simple Owner and OCC as the Lessee of the real property on Exhibit A.

2.3.1 **"Benefitted Owner/Lessee"** shall mean the party benefited by a particular easement. As used in this Agreement, the term **"Burdened Owner/Lessee"** shall mean the party burdened by a particular easement.

2.4 **"Maintenance Standard"** shall mean, with respect to operations, cleaning, maintenance, repair, alterations, modifications or reconstruction of any Improvements, that all such Work shall: (i) use materials, equipment and design and engineering standards equal to or better than those originally used, (ii) be performed in a good and workmanlike manner consistent in quality with the COG Space and the City Lofts apartments and in compliance with all applicable laws, City of Garland ("City of Garland") standards, permits and approvals for the initial installation of such Improvements and (iii) shall be performed in such manner as not to impair or destroy the structural soundness or integrity, aesthetic appearance or functional utility of the property or Improvement upon or in which the Work or activity is being done.

2.5 **"Work"** shall mean any construction, installation, maintenance, repair, cleaning, replacement, alteration, modification, demolition, reconstruction or reinstallation of an Improvement.

3. Easements Created.

3.1 From and after the date hereof, there shall be and hereby is created on, under, over and across those portions of the Building located on and the curtilage of the real property described on attached Exhibit A, in favor of the Lessee, a perpetual right and easement for access to Floors 2 and 3, including access thereto from Floor 1 and around the Building at grade level as may be reasonably necessary for the purpose of doing any Work to or on any OCC City Loft Improvements (the "Lessee Easement Areas"). This perpetual right and easement extends to conduit accessing Floor 1, the trash room adjacent to the Floors 2 and 3 access doorway and stairs, electric panel and service ports to Floors 2 and 3 and to sanitary sewer cleanout access ports and any fire or security alarm demarcation panels on Floor 1.

3.2 From and after the date hereof, there shall be and hereby is created on, under, over and across those portions of the Building, in favor of the Owner, a perpetual right and easement for access to the COG Space Improvements which are connected to, run through or are located on Floors 2, 3 and the roof, including access thereto from Floor 1, for the purpose of doing any Work to or on any COG Space Improvements (the "Owner Easement Areas"). This perpetual right and easement extends to those COG Space Improvements that extend into Floors 2, 3 and the roof (including the freshwater hose bib) of the Building and includes access to and use of the Floor 1 meter room and trash room for trash and recycling receptacles.

3.3 The Owner and Lessee are each hereby granted a perpetual non-exclusive easement for installation, access to and use of Utilities now or hereafter situated within driveways, alleys and/or landscaped areas, and/or other areas not improved. Said easements shall include the right to install Utilities below the surface, but not above the surface, except for catch basins, manholes, light poles, fire hydrants and other accessory Utility improvements which necessarily must be at the surface. The construction or installation of any improvements to be constructed pursuant to the easements of this paragraph must be in compliance with any requirements of the City of Garland and be constructed in conformance with plans approved by the City of Garland. Any portion of the water service line(s) (whether for potable or fire use) to the Building that serve the Owner and Lessee shall be jointly maintained, repaired and replaced at equal cost to the Owner and Lessee.

3.4 The easements created and granted by this Agreement shall and do include the non-exclusive right and license of the Owner and Lessee and their respective contractors, agents, representatives and assigns to enter upon the area subject to the easements hereby created and such other parts of the Building and curtilage as may be reasonably necessary for the purpose of doing any Work to or on any Improvement so as to enable the use, enjoyment and benefit of such easements and Improvements.

3.4.1 All Work on an easement area created or granted hereby shall be done: (i) in such manner as to not unreasonably interfere with the normal use and enjoyment of the area on which the Work is being done; (ii) at the sole cost and expense of the entity ordering the Work (except for Work on the roof of the Building, which shall be paid 1/3 by Owner and 2/3 by Lessee); (iii) in full compliance with the provisions of this Agreement; (iv) in full compliance with the Maintenance Standard; and (v) in such manner as not to impair or destroy the structural soundness or integrity, aesthetic appearance or functional utility of the property or Improvement upon or in which the Work or activity is being done.

3.4.2 Before anyone enters upon any easement area to do any Work, absent exigent circumstances, the entering party shall give at least five (5) days' prior notice of such entry to the Burdened Owner/Lessee and the anticipated entry time, estimated duration and purpose; said right of entry being subject to the Burdened Owner's/Lessee's not objecting to said entry at said time and/or for said duration and/or purpose; which objections, however, shall not be made unless a reasonable basis exists therefor. Failure of the Burdened Owner/Lessee to notify the entering party within said five (5) day period shall be deemed conclusive evidence of lack of any such objection. Such notice need not be given in the event of any emergency as reasonably determined by the entering party. In addition, the entering party shall provide proof of adequate commercial general liability insurance coverage, or adequate coverage under an established self-insurance program (in an amount of not less than $1,000,000). However, notwithstanding any other provision contained within this section 3.4.2, either Party may enter into an easement area to do routine maintenance or minor repairs that do not interfere with the burdened Owner/Lessee's full use, benefit, and enjoyment of their respective controlled area, with prior notice within a reasonable time period to, and authorization from, the Burdened Owner/Lessee.

3.4.3 The party doing the Work and the Burdened Owner/Lessee shall reasonably cooperate with one another so as to accomplish the Work with both the least amount of cost and also with the least amount of interference to the business being conducted on the portion of the Building or real property described on attached Exhibit A upon which the Work is being done.

3.4.4 No Burdened Owner/Lessee shall have any liability or obligation of any kind for any claim or demand arising out of or claimed to arise out of the design, construction, maintenance, repair, reconstruction or replacement of all or any part of the easement areas or any Improvement thereof, or for any Work done on any easement area by someone other than said Burdened Owner/Lessee or its agents, successors or assigns. In the event any Work causes damage to a the COG Space Improvements or the City Lofts Improvements subject to any easement, such damage shall be immediately restored to a substantial similar condition and quality as before the Work was initiated by such entering party at its expense and the Burdened Owner/Lessee shall be held harmless and indemnified by the entering party for any such damage.

3.5 The covenants and easements created herein shall inure to the benefit of and be binding upon the undersigned and subsequent assignees of the Ground Lease, as amended, and their respective heirs, representatives, successors in interest and assigns, but nothing herein contained shall be deemed to create any easement or other rights in the public, or be for the benefit of any property or property owner other than the real property described on attached Exhibit A and the Ground Lease, as amended, and no other person shall be entitled to possession, use and benefits of the covenants and easements hereunder, except tenants and invitees of the Owner and Lessee.

4. Maintenance of the Improvements. OCC has constructed the COG Space improvements and the City Lofts Improvements in accordance with the approved plans and specifications under a separate agreement. Upon completion of the Improvements, OCC, at its sole expense, will operate, maintain, repair and replace the City Lofts Improvements in accordance with the Maintenance Standard and shall not make any alterations to the City Lofts Improvements that are visible from the exterior of the Building without the consent of the Planning Department of the City of Garland and the Owner. Upon sale of the COG Space Improvements to City, the City, at its sole expense, will operate, maintain, repair and replace the COG Space Improvements in accordance with the Maintenance Standard after the Commencement Date, and shall not make any alterations to the COG Space that are visible from the exterior of the Building without the consent of the Planning Department of the City of Garland and the Lessee. The City and OCC will jointly maintain, repair and replace the roof of the Building, including the drainage and flashing systems, with the cost thereof paid 1/3 by City and 2/3 by OCC. The parties hereto acknowledge and agree the landscaped areas in the curtilage of the Building is owned and will be maintained by City in accordance with accordance with the Maintenance Standard. The City and OCC are each responsible for maintaining, operating, repairing, and replacing their respective exterior signs in accordance with all applicable state and local laws and regulations, and subject to the terms of the Ground Lease of August 1, 2013, as amended.

5. Failure to Maintain- Lessee. In the event OCC fails to perform the Maintenance of the City Lofts Improvements or OCC fails to perform the Maintenance of the Lessee Easement Area, as required by this Agreement, then the Owner, after compliance with the notice provisions of this Agreement and the expiration of any period to cure, shall have the right to utilize the easements granted in this Agreement to enter upon the City Lofts Improvements and/or OCC Easement Area to perform the Maintenance of such improvements as required herein, and be reimbursed by the Lessee upon submission to the Lessee of copies of the statements, bills, invoices or other proof of costs and expenses incurred and paid by the Owner.

6. Failure to Maintain- Owner. In the event City fails to perform the Maintenance of the COG Space Improvements or City fails to perform the Maintenance of the City Easement Area, as required by this Agreement, then the Lessee, after compliance with the notice provisions of this Agreement and the expiration of any period to cure, shall have the right to utilize the easements granted in this Agreement to enter upon the COG Space Improvements and/or City Easement Area to perform the Maintenance of such improvements as required herein, and be reimbursed by the Owner upon submission to the Owner of copies of the statements, bills, invoices or other proof of costs and expenses incurred and paid by the Lessee.

7. Monies Due. If not otherwise specified herein, all monies to be paid by a party (**"Owing Party"**) to the other party (**"Owed Party"**) shall be due fifteen (15) days after notice from the Owed Party to Owing Party, specifying the amount due and the reason for the payment. Interest shall accrue on all monies and other claims from the date the monies are payable or claim arises at an interest rate equal to 8% per annum.

8. Default. If any party defaults in any obligation hereunder which can be cured by the payment of monies and such default is not cured within ten (10) days after written notice thereof is given to such defaulting party by any other party; or if any party defaults in any other obligation in this Agreement and such default continues for thirty (30) days after written notice thereof is given to such defaulting party by the other party (or if such default is not cured due to excusable delays as provided in Article 10 below, or if it is of a kind that cannot with reasonable diligence be cured within thirty (30) days but can be cured, then such thirty (30) day period shall be extended for the period reasonably necessary to cure the default as long as reasonable and continuous efforts are being made to cure the default), then any non-defaulting party may exercise any one or more of the remedies set forth in Article 9 below.

9. Remedies. Upon the occurrence of a default under the preceding Article and the expiration of any period to cure, without a curing of such default, any non-defaulting party may exercise one or more of the following remedies: i) cure the default of any defaulting party and charge the costs thereof, including reasonable fees of experts and attorneys, to the defaulting party and all such costs shall be payable on demand, and for such purposes the non-defaulting party shall have an easement to enter upon the COG Space Improvements or City Lofts Improvements to do any Work pursuant to Article 4, Article 5 and Article 6 above, necessary to cure the default; and ii) specific enforcement, injunctive relief, or any other remedy available at law or in equity, specifically excluding however, the recovery of punitive or consequential monetary damages or placement of liens on any portion of the COG Space Improvements or City Lofts Improvements (other than any judgment lien arising out of legal actions to enforce this Agreement). No punitive or consequential monetary damages shall be sought or recovered hereunder by any party; however such limitation shall not prevent the recovery of costs and expenses, including reasonable attorneys' fees and fees of experts, or costs incurred in connection with curing the defaulting party's default, or direct damages or costs for which a party is entitled to indemnification. Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other forms of relief. Costs of any such action, including reasonable attorneys' fees of the prevailing party or parties, shall be paid by the party or parties not prevailing. Any delay in realizing or failure to realize on any remedy herein for a default hereunder shall not be deemed a waiver of that default or any subsequent default of a similar or different kind, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

10. Performance, Excusable Delays. Whenever performance is required of any party, that party shall use all due diligence to perform and take all necessary measures in good faith to perform as soon as possible; provided however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of materials or labor, or damage to work or other activity in progress by reason of fire or other casualty, or other causes beyond the reasonable control of that party, then the time for performance as herein specified shall be appropriately extended by the length of the delay actually so caused. The provisions of this Article shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.

11. Easements to Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party or its successors or assigns to cancel, rescind or otherwise terminate any easements created hereunder. However, such limitations shall not affect, in any manner, any other rights or remedies which such party may have hereunder by reason of such breach.

12. Relocating and Documenting Easements. To the extent easements hereby granted, declared and created are not specifically defined or are erroneously defined with respect to location, width or scope, any Burdened Owner/Lessee may prepare and document such descriptions or such accurate descriptions in a supplement to this Agreement (a "**Defining Supplement**") and the other Benefitted Owner/Lessee agrees to execute and deliver such Defining Supplement in recordable form within fifteen (15) days of receipt by each such Benefitted Owner/Lessee of information (such as a registered surveyor's certification) that the descriptions are accurate and complete; unless within said fifteen (15) days such Benefitted Owner/Lessee objects in writing to such Defining Supplement as not conforming to and/or is inconsistent with the provisions of this Agreement and sets forth the ways in which such Defining Supplement is so non-conforming and/or inconsistent. If, after request and failure of any Benefitted Party's failure to execute a Defining Supplement, a requesting party may bring an action in a court of proper jurisdiction in Dallas County, Texas and the non-prevailing party or parties in such an action shall be responsible for the attorneys' fees and court costs of the prevailing party. The party requesting such documentation shall pay the cost of preparing and filing or recording such documentation, but each Benefitted Party shall be responsible for its own legal and other consultants' costs, if any, in assuring itself that the descriptions are accurate, complete, conform to and are consistent with the provisions of this Agreement. Failure of any Benefitted Party to respond to a request, as set forth herein, shall be deemed a default. It is specifically agreed and acknowledged that a Defining Supplement need be executed only by the Burdened Owner/Lessee and Benefitted Party and without the need for any other party to join in or consent to such Defining Supplement.

13. Non-Exclusive Easements. The parties hereto understand and agree that those easements hereby granted and created which are non-exclusive are subject to the right of any Burdened Owner/Lessee to use that Burdened Owner/Lessee's respective Improvements for similar or dissimilar uses and purposes; provided, however, that such uses shall be subject to the easements hereby granted and created.

14. Covenants for Insurance.

14.1 The Lessee shall obtain and maintain in force at all times and at its sole cost and expense, a policy of fire and extended coverage, vandalism and malicious mischief coverage insurance, on the "Special Form" (formerly the all risk form), for at least the full insurable replacement value of the City Lofts Improvements, respectively, issued by a reputable insurance company authorized to do business in the State of Texas.

14.2 The Owner shall, from and after Closing, insure the COG Space Improvements for at least the full insurable replacement value of the COG Space Improvements, which insurance may be through coverage provided by a third-party insurance company or through an established program of self-insurance.

14.3 Each Burdened Owner/Lessee and Benefitted Owner/Lessee shall maintain in full force and effect, while this Agreement shall remain effective, a policy of commercial general liability insurance, with the minimum combined limit of liability to be not less than $2,000,000.00. Said liability insurance shall specifically include contractual obligation coverage and garage keepers legal liability coverage, if available, by endorsement or otherwise, so as to include the indemnification provisions set forth below. Notwithstanding any provision contained within this Section 14.3 to the contrary, Owner may provide the aforementioned insurance coverage and limits through an established program of self-insurance.

14.4 All insurance policies carried by any party hereto pursuant to this Agreement shall be provided by insurance companies approved by a respective Owner's mortgagee, or in the absence of a mortgagee, rated no less than "A-", Class VII, in the current edition of Best's Guide. Upon request by any party, any other party shall produce certificates evidencing compliance with the insurance coverage requirements as required in this Agreement. If any party fails to so produce such evidence of required insurance within ten (10) days of written request therefor, then the requesting party may request such evidence again by notice in capitalized, bold faced 14 point type containing the following statement at the top of the first page: "THIS IS A SECOND REQUEST FOR EVIDENCE OF INSURANCE. IF YOU FAIL TO PROVIDE SUCH EVIDENCE WITHIN TEN (10) DAYS, THEN WE WILL OBTAIN SUCH INSURANCE AT YOUR COST," and if such party fails to provide evidence of insurance within such second ten (10) day period, then the requesting party may obtain such insurance and the cost thereof shall be included monies due the requesting owner under Article 7. Notwithstanding any provision contained within this Section 14.4 to the contrary, Owner may provide the required insurance coverage and limits through an established program of self-insurance, evidenced by a certificate of self-insurance provided by Owner.

14.5 It is agreed that the insurance coverages provided for under this Section 14 may be maintained pursuant to master policies of insurance covering other locations and or real estate developments of the parties providing such insurance and/or their corporate affiliates.

14.6 To the extent allowed by law, each party agrees to indemnify and hold the other party harmless from any claim, loss or damage, including reasonable attorney's fees, suffered by such other party occurring in, at or around the Building and curtilage, unless caused by the negligence or willful misconduct of the other party (including the other party's employees, invitees, agents or licensees).

14.6.1 To the extent allowed by law, each Burdened Owner/Lessee agrees to indemnify and hold the Benefitted Owner/Lessee of the Improvements harmless from any claim, loss or damage, including reasonable attorney's fees, suffered by such Benefitted Owner/Lessee occurring in, at or around the

Burdened Owner/Lessee's respective Improvements unless caused by the negligence or willful misconduct of the said Benefitted Owner/Lessee or its employees or anyone claiming through or acting on behalf of said Benefitted Owner/Lessee.

14.6.2 To the extent allowed by law, each Benefitted Owner/Lessee agrees to indemnify and hold the Burdened Owner/Lessee of the Improvements harmless from any claim, loss or damage, including reasonable attorney's fees, suffered by such Burdened Owner/Lessee occurring in, at or around the Benefitted Owner/Lessee's respective Improvements unless caused by the negligence or willful misconduct of the said Burdened Owner/Lessee or its employees or anyone claiming through or acting on behalf of said Burdened Owner/Lessee.

14.6.3 To the extent allowed by law, the foregoing indemnifications shall specifically be applicable prior to the Commencement Date, and shall specifically include claims of mechanic's liens with respect to the original construction of the COG Space Improvements. To the extent allowed by law, the foregoing indemnifications shall also specifically be applicable during any maintenance under Article 4, Article 5 and Article 6, and shall specifically include claims of mechanic's liens with respect to such maintenance.

14.6.4 The Parties agree that there is no expectation, or obligation, for the Owner to establish a sinking fund to fund any indemnity provision found within this Agreement.

15. Covenants for Property Taxes. Each party shall be separately responsible for paying any and all real estate taxes and/or special assessments or other governmental levies against the real and/or personal property located upon their respective Improvements (collectively "**Taxes**").

16. General Provisions.

16.1 Any consent or approval of a party required under this Agreement shall not be unreasonably withheld or delayed.

16.2 Nothing herein contained shall be deemed to create any relationship or partnership, joint venture, association or otherwise among or between the parties.

16.3 Upon the request of a party, any other party shall deliver, within 15 days of request therefor, an estoppel certificate with respect to the Improvements owned or leased, as the case may be, indicating as of the date given, the presence or absence of uncured violations of this Agreement which are known to the party giving said estoppel certificate; the amounts of any sums due under this Agreement, whether billed or unbilled, to the extent known by the party giving said certificate; and the actual day of the Commencement Date, if such has occurred.

17. Captions. The captions herein are inserted only for reference and in no way limit or describe the scope of this Agreement or the meaning of any provision hereof.

18. Minimum Interference. The parties hereto and their successors and assigns shall always exercise use of their respective easements and rights hereunder reasonably and in such manner as to cause the least possible interference under the then circumstances with the use and enjoyment by the other parties or their successors or assigns who have the right to use or are subject to such easements of their respective properties and Improvements.

19. Appurtenant Easements. This Agreement and the easements and restrictions provided herein shall be appurtenant to the Subject Tracts and for the benefit of the Owners thereof and their respective agents, employees, tenants, licensees and invitees.

20. Run With The Land. This Agreement and the easements and restrictions provided herein shall attach to, bind, burden and run with the Subject Tracts and shall be binding upon the undersigned and subsequent owners and transferees thereof.

21. Governing Law; Venue. This Agreement will be construed and enforced under the laws of the State of Texas, without regard to any conflicts of laws principles. Any lawsuit related to this Agreement must be brought in a state court of proper jurisdiction in Dallas County, Texas, to the exclusion of all other venues.

22. Conflict with Ground Lease. The Parties acknowledge that the Building is situated on a tract of land that is burdened by a Ground Lease, as amended, in which the Owner has agreed to lease to the Lessee the volumetric space in which the 2nd and 3rd floor, and the stairway access thereto, of the Building is located. In the event of a conflict between the express terms of this Agreement and the Ground Lease, the express terms of this Agreement shall control.

23. Notices and Payments. Notices, communications or demands required or permitted to be given hereunder shall be transmitted by United States certified or registered mail (postage prepaid), reliable overnight delivery service, by facsimile or email (provided that any notice given by facsimile must also be given by United States certified or registered mail or by reliable overnight delivery service) and addressed to (and the following contact information for either party may be changed by written notice given pursuant to the terms hereof to the other party):

In case of City:

City Manager
City of Garland, Texas
200 N. Fifth Street
Garland, TX 75040
Telephone: (972) 205-2465
Fax: (972) 205-2504

With a copy to:	Office of the City Attorney City of Garland, Texas 200 N. Fifth Street, Fourth Floor P.O. Box 469002 Garland, TX 75046-9002 Phone: (972) 205-2380 Fax: (972) 205-2389
In case of OCC:	Oaks City Center LLC Attention: Norman P. Bjornnes, Jr. 3550 East 46th Street, Suite 120 Minneapolis, MN 55406 Phone: (612) 874-1102 Fax: (612) 874-1054 Email: nbjornnes@oaksproperties.com
With a copy to OCC's Counsel:	Mulligan & Bjornnes PLLP Attention: Christopher Huntley, Esq. 401 Groveland Avenue Minneapolis, MN 55403 Phone: (612) 879-1822 Fax: (612) 871-7869 Email: chuntley@mulliganbjornnes.com

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, City and OCC have executed this Agreement as of the day and year first above written.

CITY OF GARLAND, TEXAS
a home rule municipality

By: ______________________________
Name: Douglas Athas
Title: Mayor

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of ____________, 20___ by Bryan Bradford in his capacity as Mayor of the City of Garland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of ____________, 20___.

____
Notary Public in and for the State of Texas

____
Typed or Printed Name of Notary
My Commission Expires:_________

OAKS CITY CENTER
a Minnesota limited liability company

By:_______________________________________
Name: Norman P. Bjornnes, Jr.
Title: Chief Manager/President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the _____ day of ____________, 20___ by Norman P. Bjornnes, Jr., the Chief Manager/President of Oaks City Center LLC, a Minnesota limited liability company, on behalf of the company.

____
Notary Public

EXHIBIT A

Attached

Premises

TRACT B:
Being a 0.1507 acre tract of land described as a portion of Lots 6-10, Block 12, Duck Creek Addition, Additions to the City of Garland, Dallas County Texas, according to the plat thereof recorded in Volume 82, Page 352, Map Records, Dallas County, Texas, being the same tract of land conveyed to The City of Garland by deed recorded in Volume 3744, Page 334 of Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a brass disk found for the corner at the intersection of the North right-of-way line of State Street (variable width public right-of-way) and the West right-of-way line of Fifth Street (70 foot public right-of-way), said point being the Southeast corner of said Block 12, same being the Southeast corner of herein described tract;

Thence South 89 Degrees 39 Minutes 13 Seconds West, along the North right-of-way line of said State Street, a distance of 47.10 feet to a brass disk found for corner, said point being the Southeast corner of a tract of land conveyed to Sarah L. Stafford by deed recorded in Volume 99028, Page 729 of the Deed Records of Dallas County, Texas, same being the Southwest corner of herein described tract;

Thence North 00 Degrees 42 Minutes 14 Seconds West, departing the North right-of-way line of said State Street, and along the East line of said Stafford tract, a distance of 138.75 feet to a brass disk found for corner in the South right-of-way line of a 20 foot public alley, said point being the Northeast corner of said Stafford tract, same being the Northwest corner of herein described tract;

Thence North 89 Degrees 28 Minutes 39 Seconds East, along the South right-of-way line of said alley, a distance of 47.47 feet to an "X" found in concrete for corner at the intersection of the South right-of-way line of said alley and the West right-of-way line of said Fifth Street, said point being the Northeast corner of herein described tract;

Thence South 00 Degrees 33 Minutes 02 Seconds East, along the West right-of-way line of said Fifth Street, a distance of 138.89 feet to the POINT OF BEGINNING and containing 6,564 square feet or 0.1507 acres of land.