GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
June 4, 2018
6:00 p.m.

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Consider the Consent Agenda

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

2. Written Briefings:

a. EPR Properties - Landlord Consent to Sublease and Estoppel Certificate

Council is requested to consider approval of the Landlord Consent to Sublease and Estoppel Certificate with EPR Properties for the operation of Hawaiian Falls. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 19, 2018 Regular Meeting.

b. Project Specific Agreement with Dallas County for Arapaho Road from N. Garland Avenue to Jupiter Road

Council is requested to consider whether to enter into a Project Specific Agreement with Dallas County for road improvements on Arapaho Road between N. Garland Avenue and Jupiter Road. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 19, 2018 Regular Meeting.

3. Verbal Briefings:

a. DART Update

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

b. Parks and Recreation Master Plan

The purpose of this request is to establish a framework for future design and development of Parks, Recreation, and Cultural Arts and Special Events within the City. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 5, 2018 Regular Meeting.

c. Library Master Plan

Staff will update Council on the consultant selected to revise and update the Nicholson Memorial Library System's Master Plan, which was approved by the City Council in 2001. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 19, 2018 Regular Meeting.

d. "Where the Heart Is" Status Update

Neighborhood Vitality created a comprehensive neighborhood renewal effort in 2016 called "Where the Heart Is." The first iteration of the program occurred in 2017 in the Orchard Hills neighborhood, and City Council provided direction to continue the program. The 2018 project occurred in the Gatewood neighborhood, and Neighborhood Vitality has since reached substantial completion and will update the City Council on the summary of activities, results to date, and lessons learned.

e. Animal Services Department Update

Staff will provide the City Council an update on the Animal Services Department including, but not limited to, shelter and field operations, safety of staff, facilities, animal adoption, social media promotion, and volunteer programs.

4. Regular Item:

a. Interview for Appointment to the North Texas Municipal Water District Board

The North Texas Municipal Water District Board notified the City that Jack May's term of office as a North Texas Municipal Water District Board Member expires May 31, 2018. Information was posted on the City's website for 21 days regarding the qualifications of the NTMWD Board Member in order to provide an opportunity for citizens to apply for the position. A letter of interest was received from Jack May. Council is scheduled to formally appoint a representative to the NTMWD Board of Directors at the June 5, 2018 Regular Meeting.

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. Council will move into Executive Session

EXECUTIVE SESSION
AGENDA

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

The City Council will meet in executive session pursuant to Sec. 551.071, TEX. GOV'T CODE to discuss pending or contemplated litigation, settlement offers, or matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct regarding the following matter:

a. **PUC Docket No. 46662; PUC Docket No. 47863** - Petition of the Cities of Garland, Mesquite, Plano and Richardson Appealing Wholesale Water Rates Implemented by the North Texas Municipal Water District.

The City Council will adjourn into executive session under Sec. 551.087, TEX. GOV'T CODE 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 relating to:

a. A commercial project located generally southwest of the intersection of Forest Lane and Shepherd Drive
b. A commercial project located generally southwest of the intersection of Forest Lane and South International Road
c. A commercial project located generally northwest of the intersection of Campbell Road and State Highway 190

7. Adjourn

GARLAND
POLICY REPORT

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

Meeting Date:	June 4, 2018
Item Title:	EPR Properties - Landlord Consent to Sublease and Estoppel Certificate
Submitted By:	D'Lee Williams, Recreation Director
Strategic Focus Areas:	Growing Economic Base Enhanced Quality of Life through Amenities, Arts, and Events

ISSUE

Consider approval of Landlord Consent to Sublease and Estoppel Certificate with EPR Properties for the operation of Hawaiian Falls.

OPTIONS

1. Approve the Consent to Sublease and Estoppel Certificate as proposed.
2. Do not approve the Consent to Sublease and Estoppel Certificate.

RECOMMENDATION

Option 1 - Approve the Consent to Sublease and Estoppel Certificate as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 19, 2018 Regular Meeting.

BACKGROUND

The City of Garland has an agreement with EPR Properties which manages the Hawaiian Falls property. EPR Properties recently terminated their lease with Source Capital and entered into a new sublease with ProParks. ProParks will be the new operator for the Hawaiian Falls Water Park.

The Consent to Sublease and Estoppel Certificate has been reviewed by the City Attorney.

CONSIDERATION

Staff seeks Council's concurrence for approving the Consent to Sublease and Estoppel Certificate with EPR Properties.

Attachments

Consent to Sublease and Estoppel Certificate

LANDLORD CONSENT TO SUBLEASE AND ESTOPPEL CERTIFICATE

THIS LANDLORD CONSENT TO SUBLEASE AND ESTOPPEL CERTIFICATE ("**Consent**"), made and entered into this ____ day of _____, 2018, by the CITY OF GARLAND, TEXAS (the "**City**") to and in favor of EPR Parks, LLC, a Delaware limited liability company, and it successors and assigns ("**EPR**").

WITNESSETH:

WHEREAS, Horizon Amusement South, LLC, a Missouri limited liability company ("**HAS**") and City entered into that certain Waterpark Ground Lease and Operating Agreement, dated December 1, 2002 (as amended and assigned from time to time, the "**Ground Lease**") whereby the City leased to HAS certain real property more specifically described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Leased Premises**"); and

WHEREAS, pursuant to that certain Assignment and Assumption of Ground Lease, dated May, 2003, HAS assigned all of its right, title and interest in and to the Ground Lease to EPT DownREIT, Inc., a Missouri Corporation ("**DownREIT**"); and

WHEREAS, pursuant to the terms and conditions of that certain Assignment and Assumption of Ground Lease, dated March, 2004, DownREIT transferred all of its right, title and interest in the Ground Lease to EPT Waterpark, Inc. ("**Waterpark**"); and

WHEREAS, pursuant to the terms and conditions of that certain Assignment, Consent to Assignment and Assumption of Waterpark Ground Lease, dated September 30, 2004, Waterpark transferred all of its right, title and interest in the Ground Lease to HFE HORIZON, L.P., a Texas limited partnership ("**HFE**"); and

WHEREAS, pursuant to the terms and conditions of that certain Assignment, Consent to Assignment and Assumption of Waterpark Ground Lease and Operating Agreement, dated April 21, 2006, CNL Income Garland, LP, a Delaware limited partnership, assumed all of HFE's right, title and interest in and to the Ground Lease; and

WHEREAS, pursuant to the terms and conditions of that certain Amendment to Waterpark Groundlease and Operating Agreement, dated March 6, 2007, the City and CNL Income Garland, LP amended certain provisions of the Ground Lease, including but not limited to the Term thereof; and

WHEREAS, on April 6, 2017, CLP Garland, L.P. (f/k/a CNL Income Garland, LP) ("**CLP**") merged with and into EPR, whereby EPR acquired all right, title and interest of CLP in and to the Ground Lease; and

WHEREAS, the Leased Premises were subject to that certain Sublease Agreement dated April 21, 2006, by and between CNL Income Garland, LP, as landlord, and HFE, as tenant, as subsequently amended and assigned, which Sublease Agreement was terminated by EPR by notice dated February 6, 2018 (collectively, as amended from time to time, the "**Terminated Sublease**"); and

WHEREAS, EPR has entered into negotiations with PPW Garland, LLC, a Delaware limited liability company ("**PPW Garland**") whereby PPW Garland would sublease the Leased Premises under the Ground Lease from EPR; and

WHEREAS, any sublease between EPR and PPW Garland is not intended to modify the Ground Lease.

NOW, THEREFORE, in consideration of the Ground Lease and other good and valuable consideration, City hereby agrees as follows:

1. Consent. To the extent required under the Ground Lease, the City hereby consents to the sublease of the Ground Lease from EPR or to PPW Garland, LLC, a Delaware limited liability company (collectively, the "**2018 PPW Garland Sublease**").

2. Effect of Consent. The grant by the City of consent to the 2018 PPW Garland Sublease shall not constitute consent of the City to any future transfer; *provided, however,* the City hereby agrees that no further consent shall be required to subsequently transfer the Ground Lease to an entity controlling, controlled by or under common control with PPW Garland, LLC, as the case may be.

3. Estoppel. To the present, actual personal knowledge of Jermel Stevenson, Managing Director of the Parks, Recreation, and Cultural Arts Department of the City, without duty of inquiry or investigation:

a. The Ground Lease is in full force and effect and has not been further amended or modified except as described above;

b. There is no present default on the part of EPR under the Ground Lease and, to the best of the knowledge of the undersigned, there is no condition existing that could, given the passage of time or the giving of notice, ripen into a default thereunder;

c. To the best of the knowledge of the undersigned, (i)all fixed rent, percentage rent or other charges due under the Ground Lease as of the date hereof have been paid through the date hereof; and (ii)as of the date hereof, there are no existing offsets, rent abatements, free rent periods or other credits against any rentals payable under the Ground Lease available to EPR;

d. The annual rent payable by EPR under the Ground Lease is an amount equal to the greater of (i) $40,000.00 and (ii) 5% of total Gross Revenues (as such term is defined in Section 10.7 of the Ground Lease);

e. EPR has performed in all respects all of EPR's obligations with respect to the performance of work or construction of improvements on the Leased Premises, and EPR is not entitled to any tenant improvement allowance or rent credits on account thereof after the date hereof;

f. The initial term of the Ground Lease commenced December 1, 2002 and is scheduled to expire on November 30, 2042; and

g. City has no rights of first refusal, options to purchase or other rights to "buy out" EPR's interest in the Ground Lease.

4. Due Authorization, Execution and Delivery. The City is duly authorized to execute this Consent and this Consent has been duly executed and delivered by the City. No consent by any court, agency, bureau, or other (governmental or nongovernmental) third party is required for the City to execute and deliver this Consent, which consent has not been obtained.

5. Reliance. This Consent shall be binding upon the City and shall inure to the benefit of and will be relied upon by EPR, PPW Garland and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, City has executed this Consent as of the day and year first above written.

CITY

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

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before this ___ day of _____, 2018, by_____ as _____ the City of Garland, Texas, a Texas home-rule municipality, on behalf of such musicality. He/she is personally known to me or has produced _____as identification.

Notary Public_____
Name:
Commission No.:_____
My Commission Expires:_____

(SEAL)

Exhibit "A"

Legal Description of Leased Premises

Leasehold Estate created in that certain unrecorded WATERPARK GROUNDLEASE AND OPERATING AGREEMENT DATED 12/01/2002, executed by and between the CITY OF GARLAND, TEXAS, a Texas home-rule municipality, as LESSOR, and HORIZON AMUSEMENT SOUTH, L.L.C., a Missouri Limited Liability Company, as LESSEE (the "Ground Lease"), as affected by a CONSENT TO ASSIGNMENT OF LEASE dated 05/_/2003, whereby HORIZON AMUSEMENT SOUTH, L.L.C., assigned all of its right, title and interest in and to the Ground Lease to EPT DownREIT, Inc., a Missouri corporation, as further affected by an ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT dated 03/_/2004, whereby EPT DownREIT, INC., assigned all of its right, title and interest in the Ground Lease to EPT Waterpark, Inc., as further affected by an ASSIGNMENT, CONSENT TO ASSIGNMENT AND ASSUMPTION OF WATERPARK GROUNDLEASE AND OPERATING AGREEMENT dated 09/30/2004, whereby HFE HORIZON, L.P., assumed all of LESSEE'S right, title and interest in the Ground Lease, as further affected by an ASSIGNMENT, CONSENT TO ASSIGNMENT AND ASSUMPTION OF WATERPARK GROUND LEASE AND OPERATING AGREEMENT dated 04/21/2006, by and among HFE HORIZON, L.P., a Texas limited partnership (the "Assignor"), and CNL INCOME PARTNERS, LP, a Delaware limited partnership (the "Assignee") and the CITY OF GARLAND, TEXAS, a Texas home-rule municipality (the "City"), recorded in GF#06R08599, Real Property Records of Dallas County, Texas, in and to the following described property, to-wit:

BEING the Leasehold Estate in and to that certain 12.358 acre tract of land, more or less, situated in the ONEFRE ALVARADO SURVEY, ABSTRACT NO. 2, Dallas County, Texas, and being a portion of Lot 2, Block 1 of SPRING CREEK VILLAGE NO. 3, an Addition to the City of Garland, Dallas County, Texas according to the plat thereof recorded in Volume 88050, at Page 667, of the Deed Records of Dallas County, Texas, and being a portion of that parcel of land described in deed from Donald Kerr & Associates, Inc., Trustee, to the City of Garland according to the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a "+" cut in concrete found at the intersection of the Southeast right-of-way line of North Garland Avenue (100 feet wide) with the Northeast right-of-way line of Spring Creek Way (60 feet wide) for the West corner of said Lot 2, Block 1;

THENCE, North 44 degrees 34 minutes 30 seconds East, (plat calls North 45 degrees 28 minutes 23 seconds East), with the Southeast right-of-way line of said North Garland Avenue and the Northwest line of said Lot 2, Block 1 for a distance of 570.00 feet to a 1/2 inch iron rod with a plastic yellow cap stamped "R-DELTA ENGRS" found;

THENCE, South 39 degrees 30 minutes 00 seconds East, leaving the Southeast right-of-way line of said North Garland Avenue and crossing said Lot 2, Block 1, for a distance of 681.37 feet to a 1/2-inch iron rod with a plastic yellow cap stamped "R-DELTA ENGRS" found for the point of curvature of a curve concave to the Northeast having a central angle of 32 degrees 30 minutes

00 seconds, a radius of 500.00 feet, a chord bearing of South 55 degrees 45 minutes 00 seconds East, and a chord length of 279.83 feet;

THENCE, with a said curve, an arc distance of 283.62 feet to a 1/2-inch iron rod with a plastic yellow cap stamped “R-DELTA ENGRS” found;

THENCE, South 21 degrees 37 minutes 14 seconds West, for a distance of 423.16 feet to a 1/2-inch iron rod with a plastic yellow cap stamped “R-DELTA ENGRS” found on the northerly right-of-way line of Spring Creek Drive (60 feet wide) for the beginning of a curve concave to the Southwest having a central angle of 08 degrees 42 minutes 09 seconds, a radius of 1,180.00 feet, a chord bearing of North 62 degrees 43 minutes 27 seconds West, and a chord length of 179.05 feet;

THENCE, in a northwesterly direction with the northerly right-of-way line of Spring Creek Drive and with the arc of said curve, an arc distance of 179.22 feet to a 1/2-inch iron rod with a plastic yellow cap stamped “R-DELTA ENGRS” found for the point of compound curve of a curve concave to the Southwest having a central angle of 33 degrees 12 minutes 46 seconds, a radius of 530.00 feet, a chord bearing of North 83 degrees 40 minutes 55 seconds West, and a chord length of 302.94;

THENCE, continuing in a northwesterly direction with the northerly right-of-way line of Spring Creek Drive and with the arc of said curve, an arc length of 307.23 feet to a 1/2-inch iron rod with a plastic yellow cap stamped “R-DELTA ENGRS” found at the intersection of the northerly right-of-way line of said Spring Creek Drive with the Northeast right-of-way line of the aforementioned Spring Creek Way, said point also being the beginning of a curve concave to the Southwest having a central angle of 31 degrees 57 minutes 25 seconds, a radius of 530.00 feet, a chord bearing of North 29 degrees 25 minutes 11 seconds West, and a chord length of 291.79 feet;

THENCE, with the Northeast right-of-way line of said Spring Creek Way and with the arc of said curve, an arc length of 295.61 feet (plat calls 295.32') to a “+” cut in concrete found for the point of tangency of said curve;

THENCE, North 45 degrees 23 minutes 53 seconds West (plat calls North 44 degrees 30 minutes 00 seconds West-428.71'), with the Northeast right-of-way line of said Spring Creek Way, for a distance of 428.74 feet to the POINT OF BEGINNING and CONTAINING 538,314 square feet of 12.358 acres of land.

GARLAND
POLICY REPORT

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

Meeting Date: June 4, 2018

Item Title: Project Specific Agreement with Dallas County for Arapaho Road from N. Garland Avenue to Jupiter Road

Submitted By: Steve Oliver, Streets Director

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

ISSUE

Consider whether to enter into a Project Specific Agreement with Dallas County for road improvements on Arapaho Road between N. Garland Avenue and Jupiter Road.

OPTIONS

1. Adopt a Resolution which authorizes the City Manager to execute the attached Project Specific Agreement with Dallas County for road improvements on Arapaho Road between N. Garland Avenue and Jupiter Road.
2. Take no action.

RECOMMENDATION

Approve Option 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 19, 2018 Regular Meeting.

BACKGROUND

On November 21, 2017, the City Council approved a resolution authorizing the City Manager to execute a Master Agreement with Dallas County for maintenance of certain roadways within the City of Garland effective through December 30, 2022. This agreement was signed by the City Manager on December 5, 2017 and signed by Dallas County on January 2, 2018.

As part of their annual call for projects, Dallas County Road and Bridge District 2 offered funds to cities within their district to perform road improvements as stipulated in the Master Agreement. In response to that call for projects, the Street Department requested funding for road improvements on Arapaho Road between N. Garland Avenue and Jupiter Road.

District 2 agreed to provide the City of Garland up to $250,000 in matching funding (no more than 50% of the project cost) for Arapaho Road road improvements. The estimated cost for the Arapaho Road project greatly exceeds $500,000, so the City would receive the entire matching funding upon completion of the project. The stipulation with this funding is that the project must

be completed and billed by the end of this year. The Street Department's contractor has already completed the subgrade stabilization and pavement lifting on this project and the concrete pavement replacement is scheduled to begin this summer, so this project can easily be completed, invoiced and reimbursed by the end of this year.

CONSIDERATION

1. Council action is required to authorize the City Manager to sign this Project Specific Agreement with Dallas County.
2. The Project Specific Agreement has been reviewed by the City Attorney's Office and a Resolution has been prepared.

Attachments

Arapaho Road PSA - N. Garland Avenue to Jupiter Road

Arapaho Road PSA - Resolution

PROJECT SPECIFIC AGREEMENT
RE: ARAPAHO ROAD, "TYPE B" PUBLIC ROADWAY -- MADE PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF GARLAND, TEXAS

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Garland, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments "A" and "B," incorporated herein by reference ("Project").

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

WHEREAS, on or about January 2, 2018, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City, and

WHEREAS, City now desires County to provide partial funding for such a duly qualified project consisting of maintenance, repairs and improvements of designated blocks of enumerated public roadway situated in the City of Garland, Texas, as more fully described in Attachment "A."

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

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II
Incorporated Documents

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

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2018-0039 dated 1/2/2018, and additions thereto as incorporated herein,

2. The Construction Estimate (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

Article III
Term of Agreement

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

Article IV
Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Garland, Texas. The Project shall consist of concrete pavement repair on Arapaho Road from N. Garland Avenue to Jupiter Road in the City of Garland, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B." The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V
Fiscal Funding

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

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

Article VI
Agreements

. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed maintenance, repairs or improvements of the Project; (c) locating all manholes, water valves, and other utilities within the Project, (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or other environmental hazard in the Project location, (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; (i) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner; (j) funding the purchase of all materials necessary to perform the Project construction; and (k) making all utility relocations or adjustments necessary for the Project.
2. City shall further be responsible for all maintenance when the Project is completed.

II. County Responsibilities:

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

III. Funding:

County and City mutually agree that the initial and anticipated Project cost is approximately 1,502,737 as set forth in Attachment "A." The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursements, of $250,000, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either

reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.

City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely.

Article VII
Miscellaneous:

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

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

III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

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

COUNTY:

Director of Public Works Dallas County 411 Elm Street, Suite 400 Dallas, Texas 75202	**and**	Commissioner Mike Cantrell Road & Bridge District #2 411 Elm Street, Second Floor Dallas, Texas 75202

CITY:

Steve Oliver, P.E.
Director of Streets
City of Garland
P.O. Box 469002
Garland, TX 75046-9002

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

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

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

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

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ___ day of _____, 2018.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2018.

Executed this the _____ day of
_____, 2018.

CITY OF GARLAND :

_____

CITY MANAGER

ATTEST:

_____

CITY SECRETARY

Executed this the _____ day of
_____, 2018.

COUNTY OF DALLAS:

_____

CLAY LEWIS JENKINS
COUNTY JUDGE

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT ATTORNEY

_____

Sherri Turner
Assistant District Attorney

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

ATTACHMENT A

Arapaho Road Concrete Pavement Repair Project from N. Garland Avenue to Jupiter Road

Estimated Construction Cost

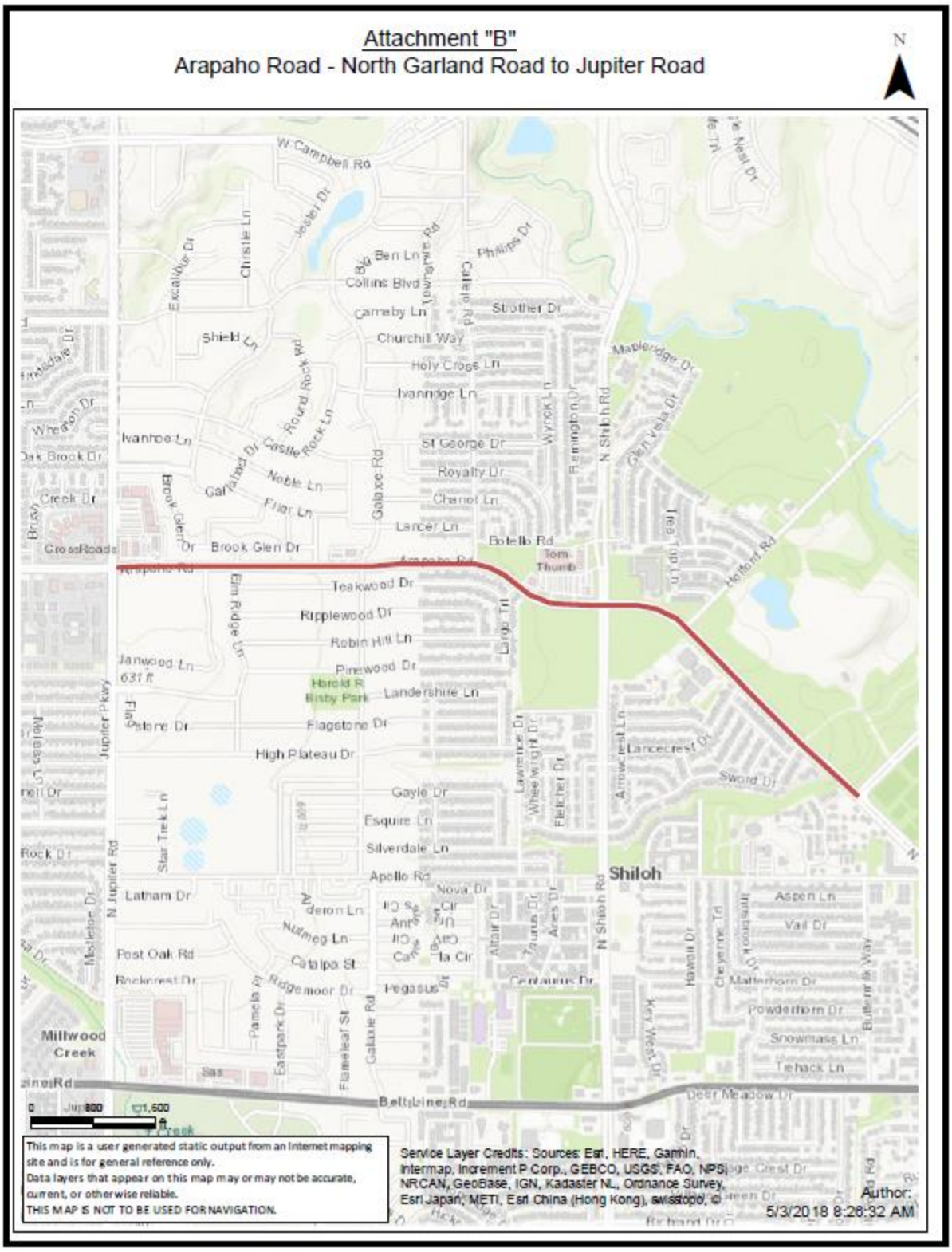
PAVING ITEMS

Bid Item	Amount	Unit Cost	Cost
Sawcut Pavement	35,000 lf	$1.00/lf	$35,000
Pavement Removal	7,000 sy	$14.00/sy	$98,000
8” Concrete Pavement	7,000 sy	$68.00/sy	$476,000
Vacuum Sawcut Slurry	35,000 lf	$ 0.50/lf	$17,500
Crack Sealing Pavement	35,000 lf	$1.00/lf	$35,000
ADA Ramp (Case 1)	2 ea	$1800/ea	$3,600
ADA Ramp (Case 3)	1 ea	$1700/ea	$1,700
ADA Ramp Pre-cast Domes	6 ea	$125/ea	$750
Project Signs	2 ea	$504/ea	$1,000
		Sub-total	$668,558

SUBGRADE PREPARATION – Uretek, USA, Inc.

Subgrade Stabilization/Joint Matching - 121,777.99 lbs @ $6.85/lb		$834,179
	Sub-total	$834,179

Total Estimated Construction Cost **$1,502,737**


Attachment "B"
Arapaho Road - North Garland Road to Jupiter Road
N
W Campbell Rd
Christie Ln
Jester Dr
Ben Ln
Collins Blvd
Townsend Rd
Chalet Rd
Phillips Dr
Carneby Ln
Stoother Dr
Shield Ln
Churchill Way
Holy Cross Ln
Ivanhoe Ln
Round Rock Rd
Castle Rock Ln
Garland Dr
Noble Ln
Friar Ln
Galaxie Rd
St George Dr
Royalty Dr
Chariot Ln
Lancer Ln
Wyrick Ln
Remington Dr
N Shiloh Rd
Mapleridge Dr
Glen Vista Dr
Brook Glen Dr
Botello Rd
Tom Thumb
Arapaho Rd
Teakwood Dr
Ripplewood Dr
Robin Hill Ln
Pinewood Dr
Landershire Ln
Harold R Bisby Park
Flagstone Dr
High Plateau Dr
Elm Ridge Ln
Janwood Ln
631 ft
Jupiter Pkwy
Gayle Dr
Esquire Ln
Silverdale Ln
Apollo Rd
Nova Dr
Star Trek Ln
N Jupiter Rd
Latham Dr
Nutmeg Ln
Post Oak Rd
Rockcrest Dr
Ridgemoor Dr
Hegasus
Lawrence Dr
Wheelwright Dr
Fletcher Dr
Arrowcrest Ln
Lancecrest Dr
Sword Dr
Shiloh
Aspen Ln
Vail Dr
Hawaii Dr
Cheyenne Trl
Matterhorn Dr
Powderhorn Dr
Snowmass Ln
Tehack Ln
Key West Dr
Deer Meadow Dr
Millwood Creek
Eastpark Dr
Flameleaf St
Galaxie Rd
Belt Line Rd
0 800 1,600
ft
This map is a user generated static output from an Internet mapping site and is for general reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, ©
Author:
5/3/2018 8:26:32 AM

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY RELATING TO CERTAIN ROAD IMPROVEMENTS AND REPAIRS TO ARAPAHO ROAD BETWEEN N. GARLAND ROAD AND JUPITER ROAD; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Council hereby authorizes the City Manager to execute a Project Specific Agreement with Dallas County in the form and substance of that attached hereto.

Section 2

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

PASSED AND APPROVED this the ___ day of _____, 2018.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: June 4, 2018

Item Title: DART Update

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

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

Recommendation/Action Requested and Justification

Council discussion.

Attachments

DART Garland Briefing

DART Briefing to the Garland City Council

Jonathan Kelly

DART Board of Directors

June 4, 2018

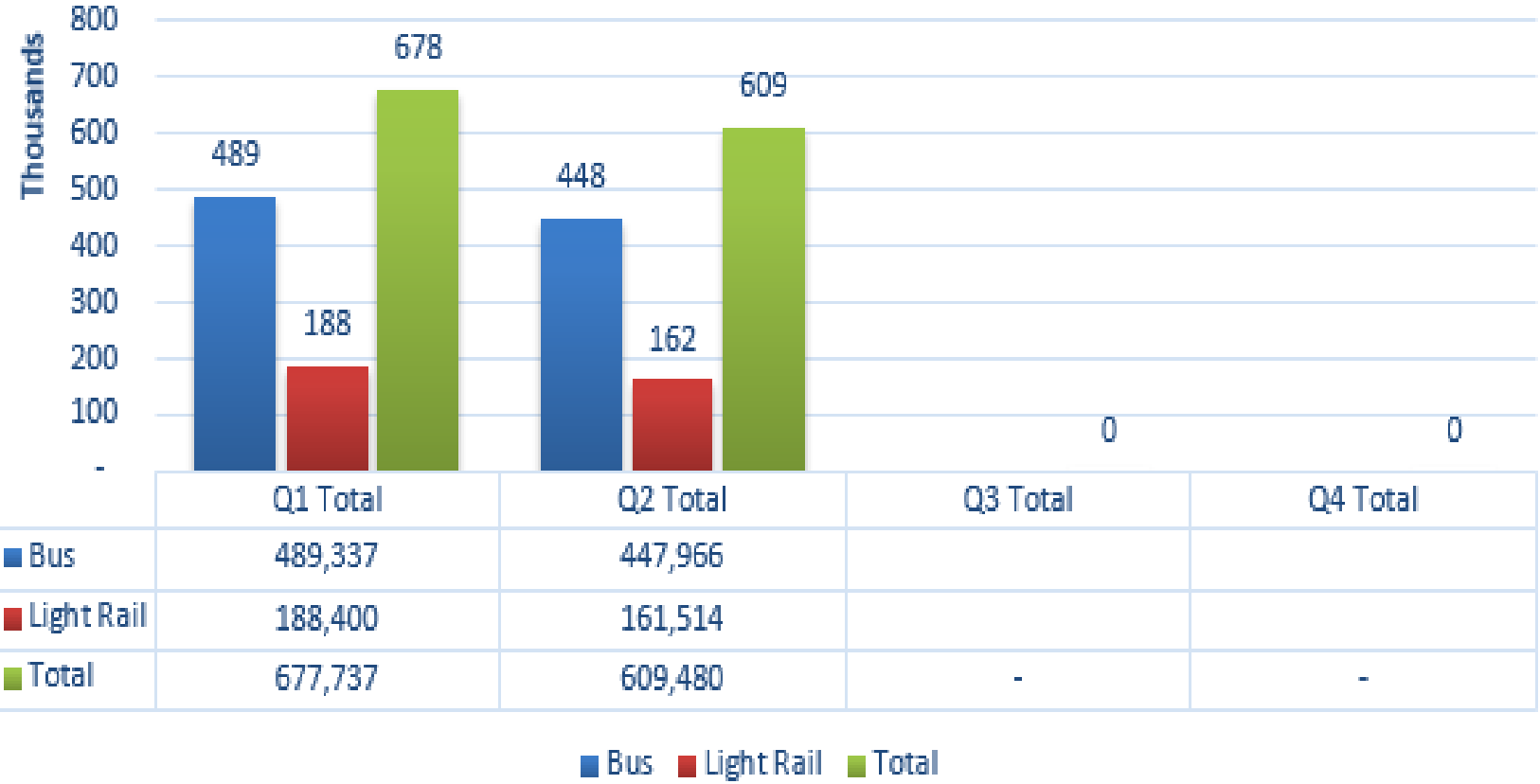
DART let's go.

Agenda

- Ridership Trends
- Amenities Update
- Key Board Updates
  - New GoPass
  - New Fare Structure
  - GoPass Tap
  - Go Services
  - New Safety and Security Features
- Questions

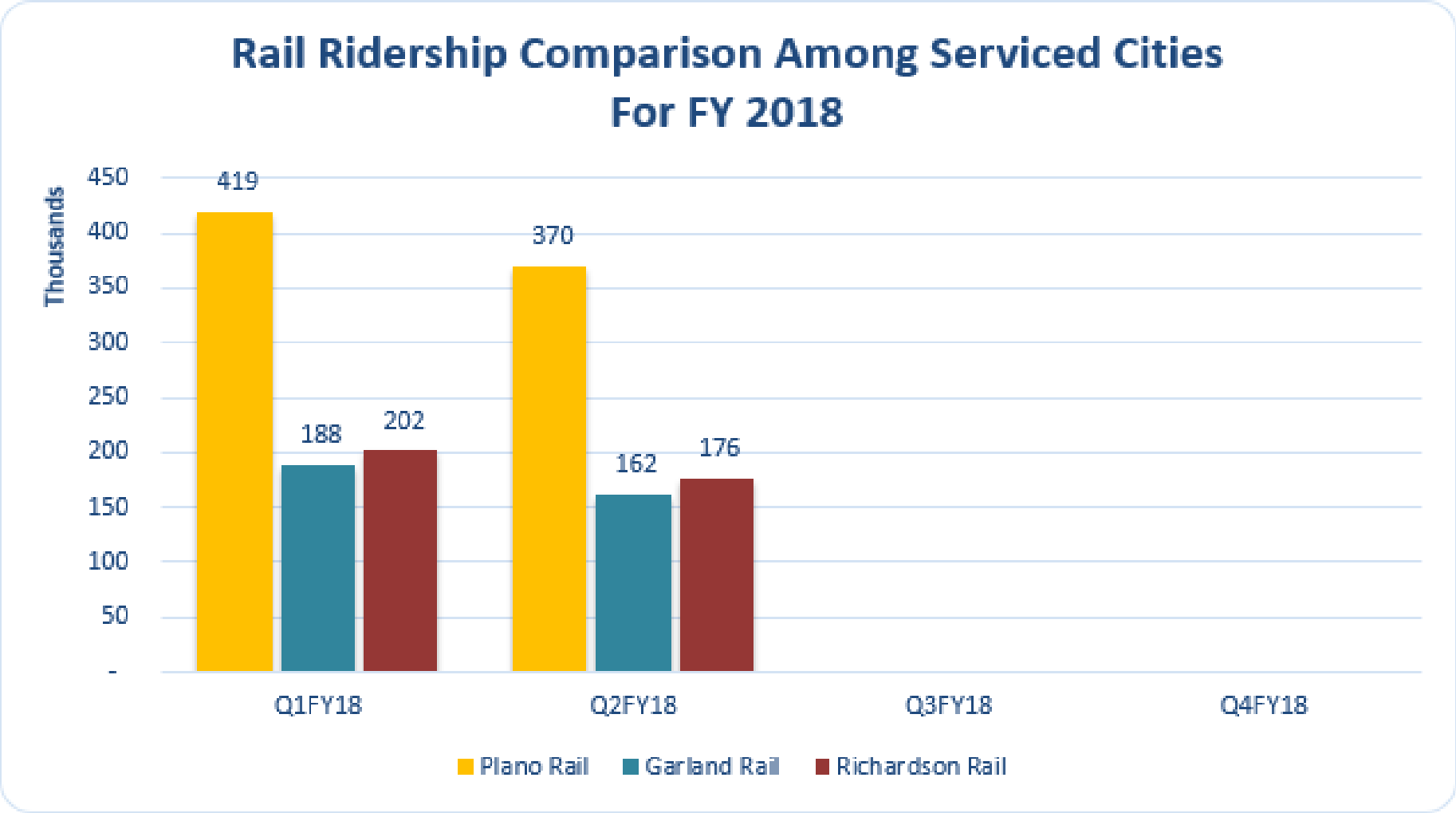
DART let's go.

City of Garland
FY 2018 Total Ridership by Quarter

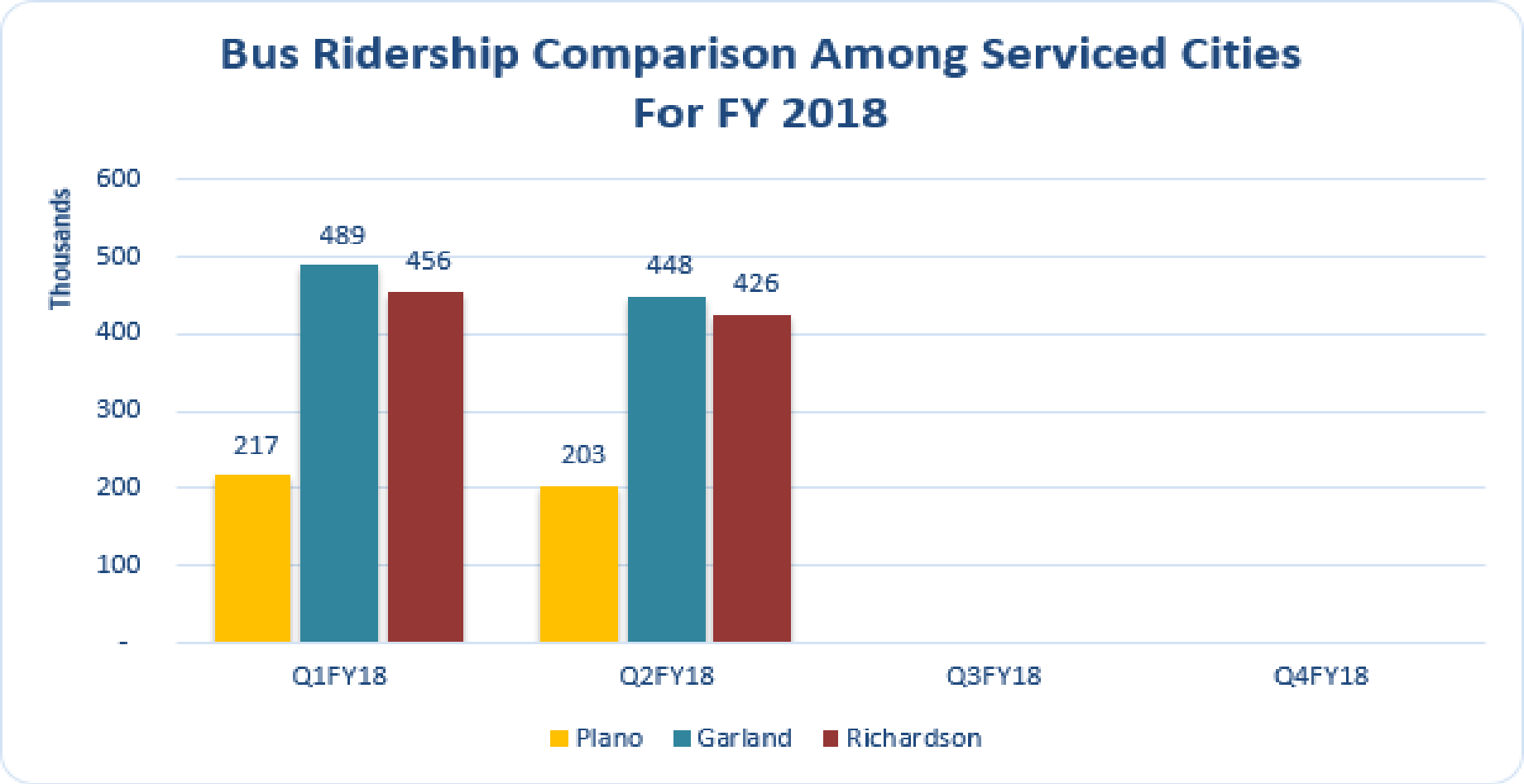


	Q1 Total	Q2 Total	Q3 Total	Q4 Total
Bus	489,337	447,966		
Light Rail	188,400	161,514		
Total	677,737	609,480	-	-

DART let's go.


Rail Ridership Comparison Among Serviced Cities
For FY 2018
Thousands
450
400
350
300
250
200
150
100
50
-
419
188
202
370
162
176
Q1FY18
Q2FY18
Q3FY18
Q4FY18
Plano Rail
Garland Rail
Richardson Rail

DART let's go.


Bus Ridership Comparison Among Serviced Cities
For FY 2018
Thousands
600
500
400
300
200
100
-
217
489
456
203
448
426
Q1FY18
Q2FY18
Q3FY18
Q4FY18
Plano
Garland
Richardson

DART let's go.

City of Garland Bus Stops

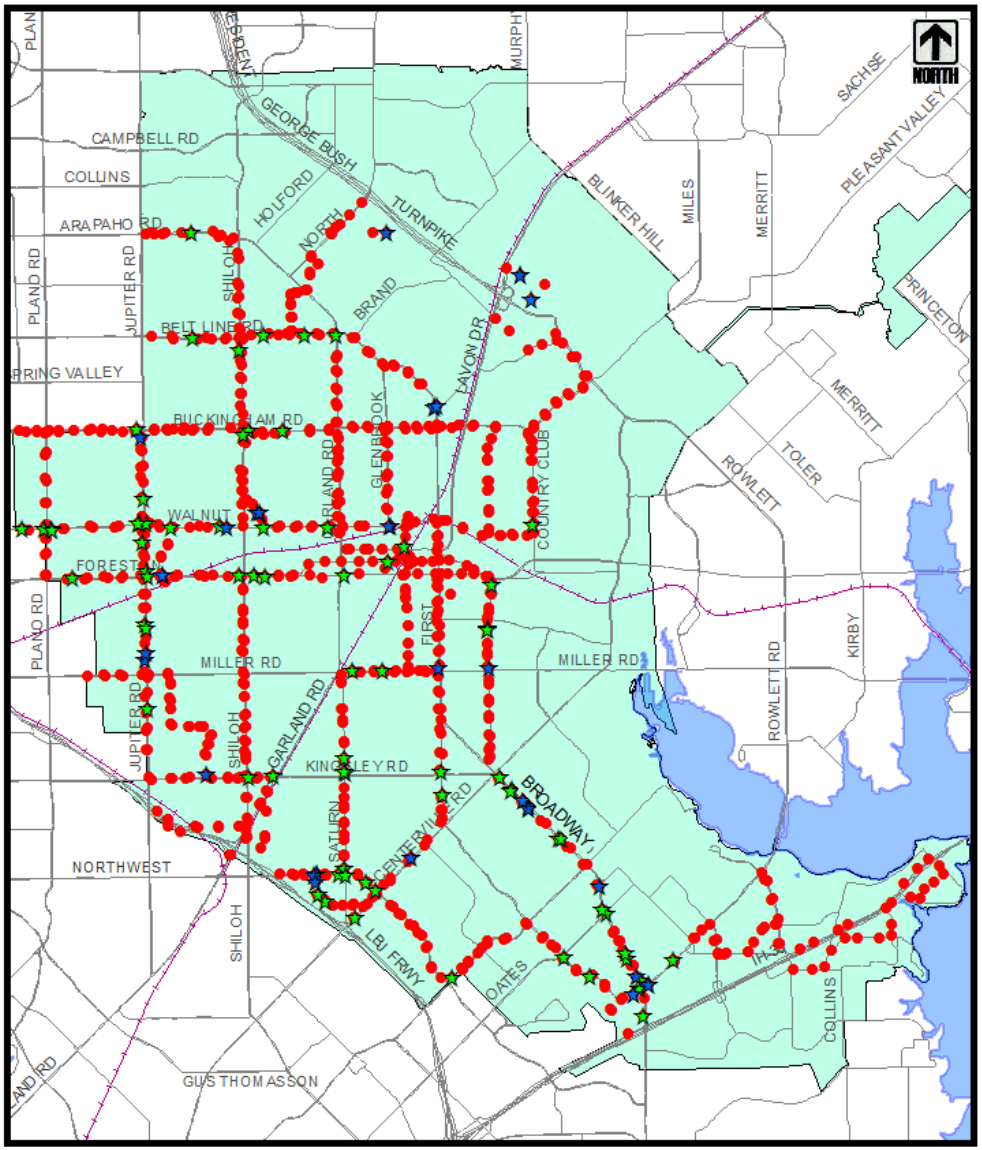
- DART Board Policy requires shelters be placed at locations with 50 or more boardings per day
- It also requires benches be placed at locations with 25 or more boardings per day
- Locations adjacent to sensitive uses will receive amenities consideration if location does not meet boarding requirements

Bus Stops with Amenities
46 Stops with Shelters
116 Stops with Benches
162 Stops with Amenities
875 Total Bus Stops

DART let's go.

CITY OF GARLAND

Passenger Amenities



LEGEND:

- ★ *Shelter Location*
- ★ *Bench Location*
- ● *Bus Stop*

DART let's go.

DART Planning & Development

Garland Amenities Comparison

Garland Bus Shelters	
Total Garland Bus Stops	875
Total Garland Stops with Shelters	46*
Non Shelter Benches at Bus Stops	116**

Plano	
Total Plano Bus Stops	558
Total Plano Stops with Shelters	15*
Non Shelter Benches at Bus Stops	69**

Richardson	
Total Richardson Bus Stops	490
Total Richardson Stops with Shelters	20*
Non Shelter Benches at Bus Stops	42**

* **Excluding shelters at Rail or Transit Centers**
** **All shelters also include benches**

DART let's go.

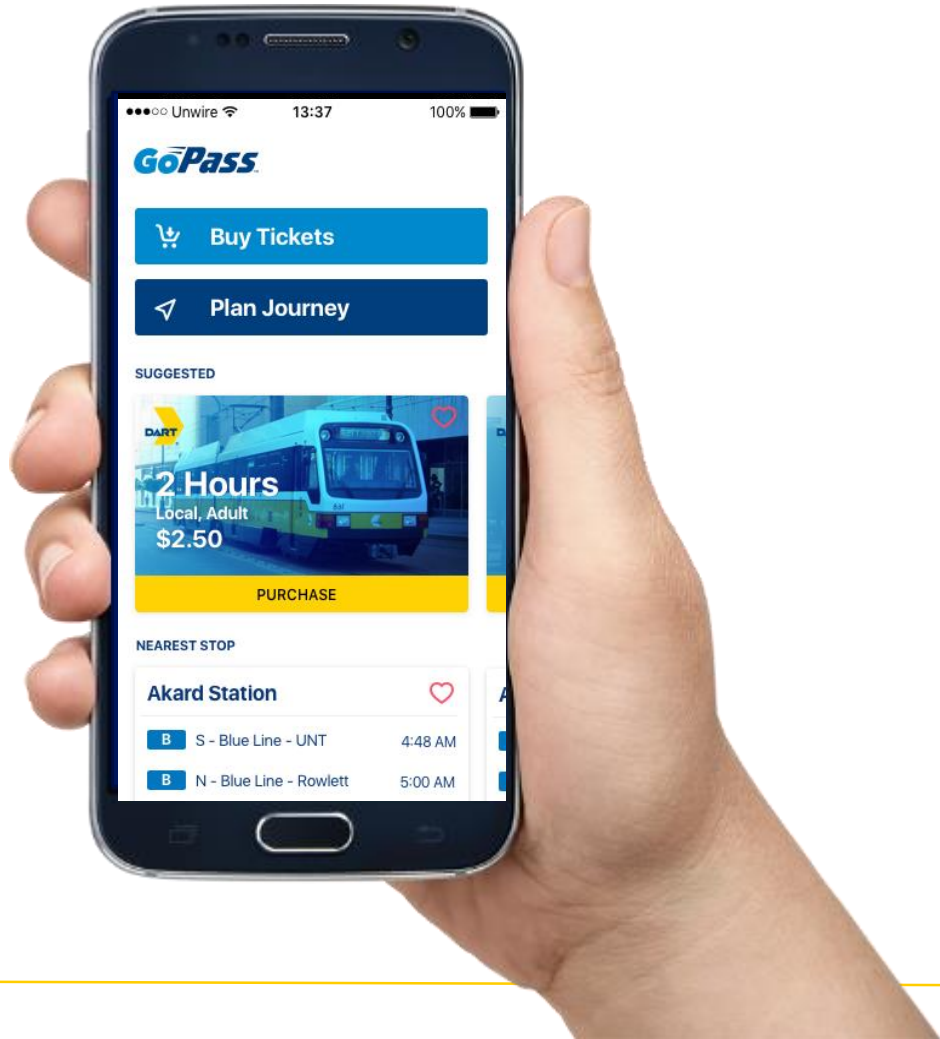
DART News, Introductions and Enhancements

- New GoPass App
- New Fare Structure
- New GoPass Tap Card
- New Go Services Pilots
- New Safety & Security Initiatives

DART let's go.

New GoPass App Debuted May 15, 2018

- Gives you more payment options and trip planning tools
- Customized Experience
- Integrated Maps
- Reload with Cash
- No Credit or Debit Card Needed
- Download Today at GoPass.org, Google Play or App Store



DART let's go.

New Fare Structure Coming August 18, 2018

- **Automatic Daily Best Fare**: You Don't Have to THINK about WHAT Ticket Type to Purchase and We Never Overcharge You!
- **Fare Capping: Ride 16 or More Times and it's On Us!**
  - 16 Day Passes = 1 Monthly Pass
  - 32 AM/PM Passes = 1 Monthly Pass
  - 10 Monthly Passes = 1 Annual Pass
  - Annual Pass = 75% of Regular Pass

- **Retaining $2.50 Single-Ride Bus Pass**
  - ½ of DART Customers will not experience a price increase
- **New Pass Types**
  - New AM/PM Pass replaces Two-Hour Pass for $3 and features unlimited rides
- **Ride Longer**
  - Reduced Fare for students extended to include Saturday and Sunday
  - Midday Pass is now for weekends too

DART let's go.

New GoPass Tap Card Coming November 2018

- **New Contact-less, Tap On Card**
- **Timing:**
  - August 2018 – Soft launch
  - November 2018 – Full launch

DART let's go.

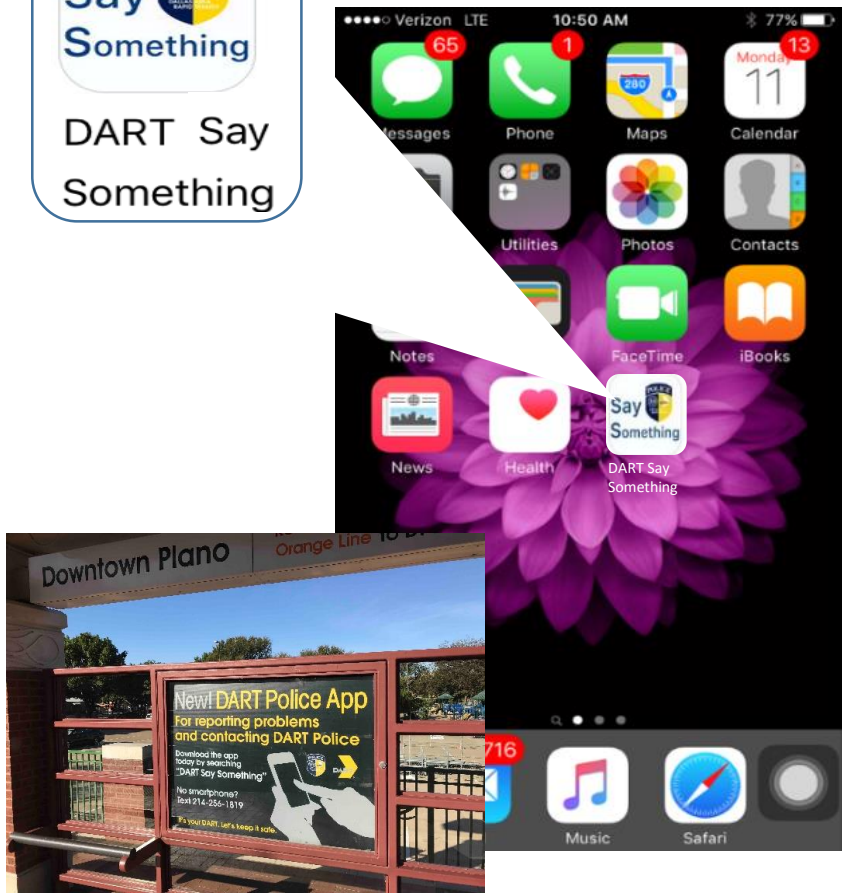
New Go Services Pilots Underway

- DART's On-Demand Shuttle service
- Pilots started with several large companies employee programs (FedEx, Toyota, Amazon, Liberty Mutual, Chase)
- Limited service area for pilots: Plano, Inland Port area, Rylie and Kleberg
- Promoted via Community publications, Station intercepts, social and digital advertising

DART let's go.

New Security App
DART Say Something

- Contact DART Police
  - Directly
  - Quickly
  - Easily
  - Discretely
- Send photos or videos
- Check-in for family members



DART let's go.

New Safety & Security Enhancements

- Increased Uniformed Security On-board and at Facilities
- Closed-Circuit TVs On-Board and at Facilities
- Increased Lighting at Station Platforms

DART let's go.

Questions?

DART.org

let's go.

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: June 4, 2018

Item Title: Parks and Recreation Master Plan

Submitted By: Jermel Stevenson, Managing Director

Summary of Request/Problem

The purpose of this request is to establish a framework for future design and development of Parks, Recreation, and Cultural Arts and Special Events within the City. The Parks and Recreation Master Plan will serve as the guideline for prioritization of future allocation of resources based upon the demand and use identified by the citizens of Garland as well as the supply and condition of the existing facilities and resources. Staff increased the Scope of Work from the original request for proposals due to additional needs identified by the department and, as a result, have increased the funding needs of the project by $24,000 from the original budget. The additional items identified by staff will address needs to accomplish the following: 1) Potential Revenue Analysis - provide recommendations to maximize existing revenue-generating programs and propose new programs not currently in place; 2) Hotel Occupancy Tax Review - analyze current HOT funding dispersement and make recommendations to maximize hotel occupancy in Garland; 3) Parks Condition Index (PCI) - incorporate a rating system to assist staff in communicating the condition of a park or facility, which will correspond to qualitative assessments already being completed in the master plan; 4) Sports League Field Demand Analysis - assess the current inventory of sports fields and the demand of those fields by the sports leagues; 5) Operations Assessment - review current staffing levels in department operations, volume of expected work, and customer satisfaction levels; 6) Special Events Assessment - review current and planned special events, guiding policies, standard procedures, revenue opportunities, staff coordination, event attendance, and existing satisfaction levels; 7) Increase of stakeholder meetings from 12 to 20 total; 8) School Student Workshop - include a public meeting of youth coordinated with the Garland Youth Council; 9) Level of Service Guidelines - increased scope of work in this item to include evaluation of sports fields demand by citizens and benchmarking to neighboring communities.

Recommendation/Action Requested and Justification

This item is to brief the City Council and provide information related to the Parks and Recreation Master Plan. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 5, 2018 Regular Meeting.

Attachments

Parks and Recreation Master Plan

GARLAND

PARKS & RECREATION

BRANDSTETTER CARROLL INC

ARCHITECTS . ENGINEERS . PLANNERS

Background

Approved in 2017-2018 Operating Budget for $150,000

Request for Proposal (RFP) yielded four (4) responses, with Brandstetter Carroll, Inc. evaluated as the most qualified respondent

Subsequent internal staff engagement allowed for further expansion of scope of work based upon needs identified for each respective division within the department

Based upon additional work identified, the fee proposal resulted in a total sum of $174,000 to complete with a 15-month timeline.

The new Master Plan will update aspects of the existing Strategic Plan 2013-2015 and Development Guidelines 2012-2022.

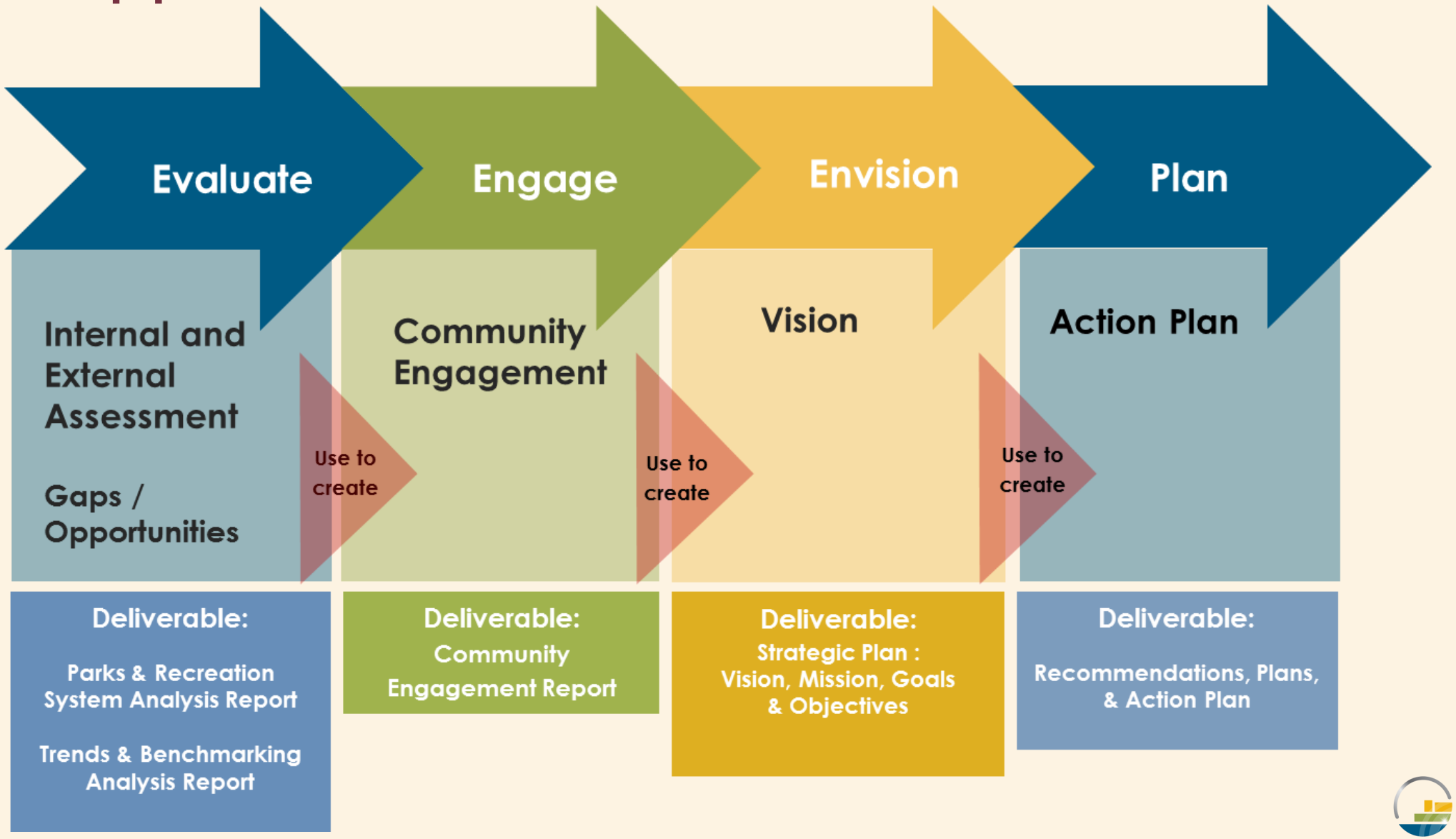
GARLAND

PARKS & RECREATION

BRANDSTETTER CARROLL INC

ARCHITECTS . ENGINEERS . PLANNERS

Project Approach



GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

Brandstetter Carroll Inc.

- Services
  - Parks & Recreation System Planning – National & Local
  - Parks and Recreation Facility Design
  - Feasibility Studies
  - Municipal Architecture
  - Civil and Transportation Engineering
  - Aquatic Design

- Offices
  - Dallas, Texas
  - Lexington, Kentucky
  - Cincinnati, Ohio
  - Cleveland, Ohio

- Mission
  - *We enhance community and quality of life*

- Core Values
  - Integrity
  - Professionalism
  - Creativity and Innovation
  - Collaboration and Teamwork
  - Service to Community

GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

Project Team

GARLAND
PARKS & RECREATION

Principal-In-Charge
Brandstetter Carroll, Inc.
Lawrence W. Brandstetter, AIA

Project Architect/Local Contact
Brandstetter Carroll, Inc.
Elizabeth S. Holser, AIA

Project Manager
Brandstetter Carroll, Inc.
Patrick D. Hoagland, ASLA

Consulting Architect
Brandstetter Carroll, Inc.
Monica G. Sumner, RA, CID

Grove Consulting, LLC
Kathleen (Grove) Prasser
Strategy & Public Engagement Consultant

Brandstetter Carroll, Inc.
Charles L. Schneider, P.E.
Project Engineer
Keith E. Rodenhauser, AICP
Planner/GIS
Mark Horman, ASLA
Park Designer

BW2 Engineers, Inc.
James Waldbauer, P.E.
Trails Consultant

Needs Assessment Survey
Chris Tatham
ETC Institute

GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

Project Planning Team

Lawrence W. Brandstetter, AIA, Principal in Charge

Patrick D. Hoagland, ASLA, Project Manager

Elizabeth Holser, AIA, Project Architect/Local Contact

Jim Waldbauer, P.E., BW2 Inc. Trails and Rights of Way Engineer

Kathleen Grove Prasser, Public Engagement & Strategic Planning

Monica S. Sumner, AIA, Consulting Architect

Charles L. Schneider, P.E., Consulting Engineer

Keith E. Rodenhauser, AICP, Data Analysis/GIS/Project Planner

Mark E. Horman, ASLA, Site Analysis and Project Planning

Chris Tatham, Leisure Vision - Survey Specialist

GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

Grove Consulting ,LLC

Katie (Grove) Prasser

- Experience
  - Parks & Recreation – National & Local
  - Strategic Planning – Multi Industry
  - Stakeholder Outreach & Engagement
- Philosophy & Approach
  - Customized
  - Creative and Engaging
  - Results Oriented and Realistic
- Strategic Planning
  - Visionary, Big Thinking
  - Practical, Actionable
- Community Engagement
  - Generate Excitement, Ownership
  - Provide Opportunities; Remove Barriers to Participation
  - Make it Interactive
  - Communicate Outcomes

Grove Consulting, LLC

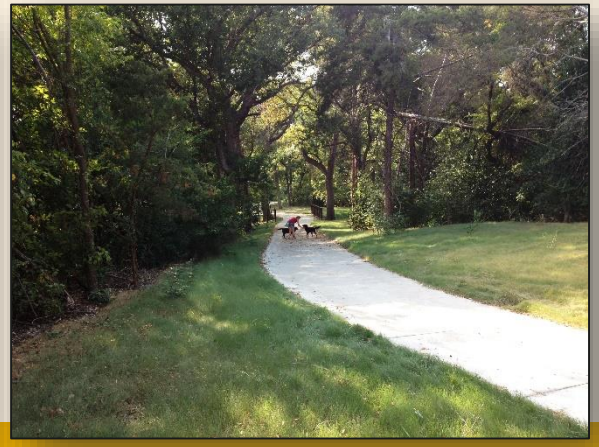
Envision. Strategize. Achieve

GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

BW2 Engineers Inc.

- Designed over 29 miles of trails in the DFW Metroplex
- Texas offices in Garland and McKinney
- Has Designed Trails for: McKinney, Carrollton, Garland, Grapevine, Allen, Plano, Cedar Hill, and Highland Village
- Jim Waldbauer, PE.
  - President of the Allen Parks Foundation
  - Treasurer and Board Member of the Texas Trails Network
  - TRAPS Individual Outstanding Service Award



GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

Questions ?

GARLAND
PARKS & RECREATION

BRANDSTETTER CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: June 4, 2018

Item Title: Library Master Plan

Submitted By: Claire Bausch, Library Director

Summary of Request/Problem

Staff will update Council on the consultant selected to revise and update the Nicholson Memorial Library System's Master Plan, which was approved by the City Council in 2001. The selected consultant will work with Library staff, City Administration, and Garland community stakeholders to update the Plan. The final product will include an assessment of community demographics with regard to public library service, an analysis of the projected effects of current and future trends and technologies on library services and service delivery, and identification of library services needs of the community.

Recommendation/Action Requested and Justification

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 19, 2018 Regular Meeting.

Attachments

Library Master Plan

GARLAND

TEXAS MADE HERE

Library Master Plan Update

GARLAND
TEXAS MADE HERE

A Master Plan helps to provide clarity on how the Library will meet the Garland community's needs and expectations through:

- Library programs and services
- New technologies
- Facility Spaces
- Information resources

GARLAND
TEXAS MADE HERE

History:

The previous comprehensive Master Plan was completed in 2001. Since that time, there have been:

- Changes in technology and patron demand
- Changes in Garland's demographics
- Changes in how libraries are used and what services and programs are offered

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: June 4, 2018

Item Title: "Where the Heart Is" Status Update

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

Neighborhood Vitality created a comprehensive neighborhood renewal effort in 2016 called “Where the Heart Is.” The first iteration of the program occurred in 2017 in the Orchard Hills neighborhood, and City Council provided direction to continue the program. The 2018 project occurred in the Gatewood neighborhood, and Neighborhood Vitality has since reached substantial completion and will update the City Council on the summary of activities, results to date, and lessons learned.

Recommendation/Action Requested and Justification

Update only, no action requested.

Attachments

Where the Heart Is Presentation

Status Report | City Council Work Session | June 4, 2018

GARLAND
TEXAS MADE HERE

Where the Heart Is creates a strong community through social engagement and physical improvements projects identified by residents.

Neighborhood Enhancement Project: Where The Heart Is

Goal: Create a “turnaround” in a neighborhood at risk of serious decline without some kind of intervention.

Concentrated

Converge many resources in a specific geographic area in a defined period of time in order to magnify the effects of the total project (substantial, visible impact)

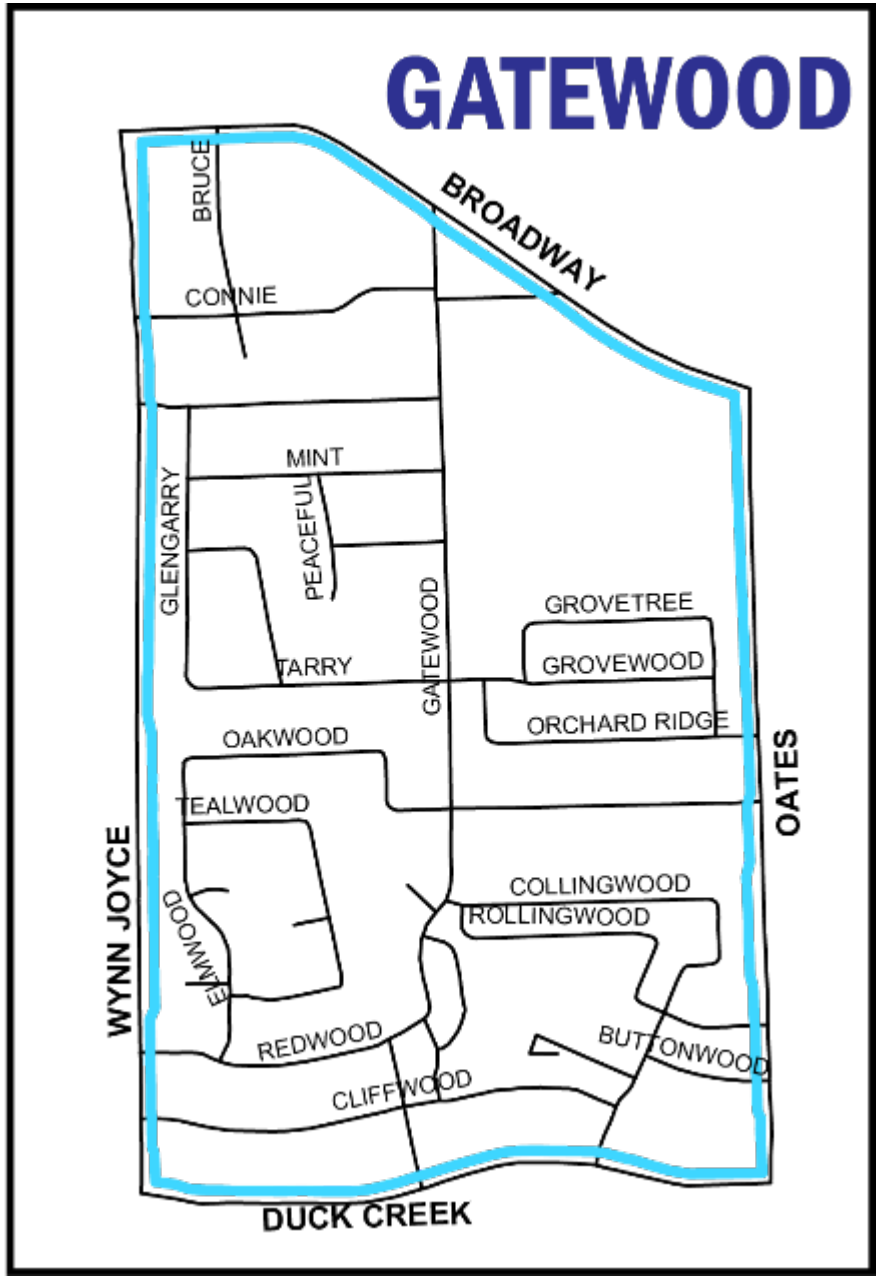
Comprehensive

Address multiple aspects of the neighborhood, such as infrastructure, social fabric, housing stock, placemaking, education, amenities, common areas, and safety

Coordinated

Align community stakeholders, partners, and City resources to maximize the investment

Assess
current neighborhood conditions
Identify
neighborhood needs, potential projects & communty partners
Engage
residents & community partners for ideas, feedback and action
Improve
curb appeal & neighborhood assets in partnership with residents
Celebrate & Sustain
a job well done and sustain momentum for the next project


GATEWOOD
BROADWAY
BRUCE
CONNIE
MINT
GLENGARRY
PEACEFUL
GATEWOOD
GROVETREE
GROVEWOOD
TARRY
ORCHARD RIDGE
OAKWOOD
OATES
TEALWOOD
WYNN JOYCE
COLLINGWOOD
ROLLINGWOOD
REDWOOD
BUTTONWOOD
CLIFFWOOD
DUCK CREEK

Broadway Blvd
Phuong's Nursery & Home Decor
Wynn Joyce Rd
Broadway Blvd
Rosehill Rd
E Oates Rd
DUCK CREEK
Gatewood Home Association
Gatewood Park
W Oates Rd
Cody Park
REDBUD
Rowlett Rd
Duck Creek Dr
TRAIL VALLEY
FAIRWAYS AT MESQUITE
Guthrie Rd

Gatewood
COMMUNITY INPUT
MEETING
Wed., March 7 & Thurs., March 22
7 to 8:30 p.m.
Audubon Rec. Center
342 W. Oates Rd., Garland
GarlandNeighborhoods.org
GARLAND
NEIGHBORHOOD VITALITY
WHERE THE HEART IS
GATEWOOD

Gatewood
COMMUNITY INPUT
MEETING
Wed., March 7 & Thurs., March 22
7 to 8:30 p.m. | Audubon Rec. Center | 342 W. Oates Rd., Garland
Click Here to RSVP

Community Development

WTHI brings residents to the table to discuss their neighborhood, pool resources, leverage skills and converge assets to achieve neighborhood success.

- Door to Door Invitations
- Community Input Meetings
- Neighborhood Scouting Walks
- Asset Based Community Development

Social Engagement

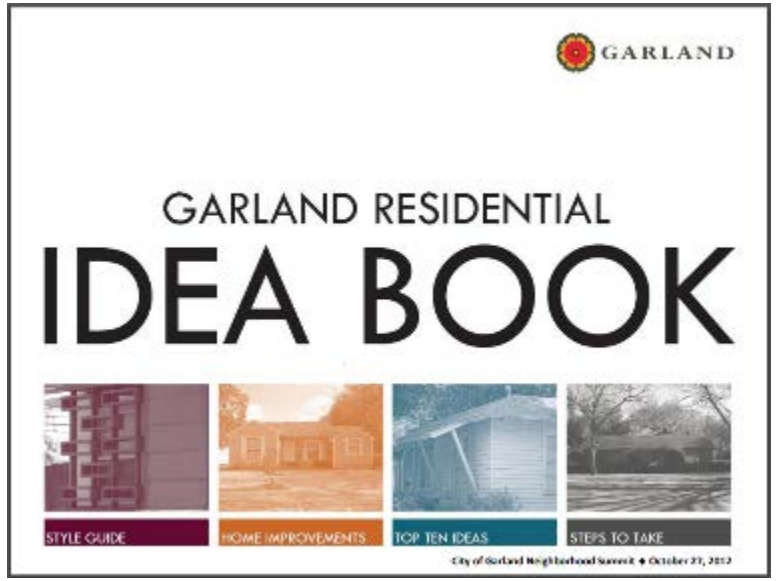
Educate, organize and empower residents to improve their homes and neighborhood together.

Speakers from City Departments:

- Code Compliance
- Streets Department
- Environmental Waste Services
- Neighborhood Police Officer

Physical Improvements

Promote home improvements, survey residents to determine desire, completing public works projects together.



Neighbors Helping Neighbors Day!

Saturday, April 14, 8 a.m. to Noon

Gatewood Neighborhood

Volunteers Needed!

Volunteer individually or as a team. Bring the family, ask friends, co-workers, churches, clubs and more! All skill levels are welcomed.

Visit GarlandNeighborhoods.org for more details.

This event is held in conjunction with Celebrate Earth Day!

WHERE THE HEART IS GATEWOOD

GARLAND NEIGHBORHOOD VITALITY

GarlandNeighborhoods.org

Neighborhoods@GarlandTX.gov

972-205-3864

Neighbors Helping Neighbors Day APR 14

Sport-Tek
Neighbors Helping Neighbors Day
April 14, 8 a.m. to Noon
HQ
GARLAND
NEIGHBORHOOD
VITALITY

Schedule:
GATEWOOD

WHERE THE
HEART IS

WHERE THE
HEART IS

The Fence Team

The Education Team

The Wall

The Clean Up Crew

The neighbors still have a few projects they are working on!

- Beautification of Retaining Wall
- Crosswalk Oak Tree & Duck Creek
- Entryway Gardens
- Parkway Improvements

GARLAND

Neighbors Helping Neighbors *Day*

April 14, 2018 | Gatewood Neighborhood

WHERE THE HEART IS GATEWOOD

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: June 4, 2018

Item Title: Animal Services Department Update

Summary of Request/Problem

Staff will provide the City Council an update on the Animal Services Department including, but not limited to, shelter and field operations, safety of staff, facilities, animal adoption, social media promotion, and volunteer programs.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: June 4, 2018

Item Title: Interview for Appointment to the North Texas Municipal Water District Board

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Summary of Request/Problem

Information was posted on the City's website for 21 days in order to provide an opportunity for citizens to apply for the North Texas Municipal Water District Board position. At the close of the 21-day notice period on Friday, May 25, 2018 Jack May responded. Council is scheduled to interview Mr. May at this meeting.

Council is scheduled to formally appoint a representative to the North Texas Municipal Water District Board at the June 5, 2018 Regular Meeting.

Recommendation/Action Requested and Justification

Candidate interviews.

Attachments

NTMWD

Sullivan, Mayra

From: Dowl, Rene
Sent: Monday, April 30, 2018 8:28 AM
To: Sullivan, Mayra
Subject: FW: North Texas Municipal Water District Re-Appointment.

Mayra,

Below is a reappoint request from Mr. May, who currently serves on NTMWD.

René

Eloyce René Dowl, TRMC, CMC
City Secretary
200 N. 5th Street
4th Floor
Garland, TX 75040
P: 972-205-2404
F: 972-205-2504
rdowl@garlandtx.gov
www.garlandtx.gov

From: Jack May [mailto:jmayh20@aol.com]
Sent: Sunday, April 29, 2018 7:28 PM
To: Dowl, Rene
Cc: Baker, John
Subject: North Texas Municipal Water District Re-Appoinment.

Ms. Dowl, please consider this email as my request to be reappointed as one of Garland's two North Texas Municipal Water District Board Members.

Having served in the Water and Wastewater industry for almost 50 years, 40 with the City of Garland Water and Wastewater Utilities (1970-2010) and on the NTMWD Board for 8 (2010-2018) I feel I am qualified to continue to serve the citizens and its Water and Wastewater customers in this most important position. I am a Lifetime Member of the American Water Works Association, Texas Water Utilities Association, and a member of the Water Environment Association. I formerly held a class "B" Water and Class "B" Wastewater Certifications from the Texas Commission on Environmental Quality. During my past 8 years on the NTMWD Board I have served on numerous subcommittees: Water committee, Insurance committee, Wilson Creek Advisory committee, two terms on the Budget and Finance committee and two terms as chairman of the Wastewater committee.

Having worked for the City of Garland prior to the NTMWD Board I feel I have a very unique perspective on the District and how it does and should interact with its Member and Customer Cities.

Please let me know if you need for me to provide any additional information?

Sincerely,

Jack L. May
1709 Oak Bend Lane
Garland, TX 75040
Cell: 972-571-0901