



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

May 14, 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. Escrow Agreement with F.E. Concepts, L.L.C. for the Strike Reel Entertainment Center Development

Council is requested to consider an Escrow Agreement with F.E. Concepts, L.L.C. for the Strike Reel Entertainment Center Development. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 5, 2018 Regular Meeting.

b. 2018 Capital Improvement Program Budget Amendment No. 1

Council is requested to approve the Capital Improvement Program Budget Amendment No. 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.

c. Sale of Property - 713 Meadowcreek Court

Council is requested to approve the sale of 713 Meadowcreek Court to Mr. Garcia and provide an executed deed without warranty. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 5, 2018 Regular Meeting.

d. Federal Grant Programs - Plan of Action 2018-2019 Amendment

Council is requested to approve the Carver Senior Center Redevelopment Project - Phase II with proposed budget into the One Year Plan of Action for 2018-2019 for CDBG, HOME, and ESG. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.

e. Consulting Services for Future Bond Program

Staff is preparing for a future bond program to be considered by Council in the upcoming year. Staff is proposing to seek professional services to assist in assessing and identifying a comprehensive inventory of infrastructure and facility needs in the City. Services this group will assist with include, but are not limited to, project cost estimation, feasibility analysis, resource planning, and citizen communication

preparation. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.

3. Verbal Briefings:

a. Garland Youth Council Presentation

The Garland Youth Council will provide a presentation and summary of the 2017-18 year to the City Council.

b. Garland Power & Light Outage Text Reporting

Currently, GP&L customers report power outages by calling 972-205-3000. Because people rely more and more on their mobile devices to request products and services, GP&L has developed a process for customers to report a power outage by texting. This is an additional channel customers may use to report a power outage to GP&L. GP&L's power outage text reporting is ready for rollout with a soft launch in May 2018.

c. Transportation Update

The Transportation Director will provide an update on recent developments regarding advancing the IH 635 East Project.

d. Change Order, Increase the Project Budget, and Authorize Expenditure of \$20,500 of the Hotel Occupancy (HOT), for the Foundry's Fabrication of the Signature Sculpture at the Granville Arts Center

Council is requested to approve increasing the project budget from \$300,000 to \$320,500 for the Foundry's Fabrication of the Signature Sculpture at the Granville Arts Center.

4. Regular Item:

a. Consider approval of a real property transfer between Fourth Avenue Investments LLC (Shane Jordan) and the City of Garland for approximately a ten acres tract of land generally located at the Intersection of Rosehill and IH 30; and, approval of the terms of a Chapter 380 Agreement to promote Economic Development and to stimulate business and commercial activity in South Garland.

Council is requested to consider approval of a real property transfer between Fourth Avenue Investments LLC (Shane Jordan) and the City of Garland, for a ten acre tract, generally located at the intersection of Rosehill and IH 30; and, approval of the terms of a Chapter 380 Agreement to promote economic development and to stimulate business and commercial activity in South Garland.

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

2.a.

Meeting Date: May 14, 2018

Item Title: Escrow Agreement with F. E. Concepts, L.L.C. for the Strike Reel Entertainment Center Development

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 approving an Escrow Agreement with F. E. Concepts, L.L.C. for the Strike Reel Entertainment Center Development. The proposed agreement would offset future roadway construction costs for Holford Road.

OPTIONS

1. Approve the Escrow Agreement.
2. Take no action.

RECOMMENDATION

Approve Option 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 5, 2018 Regular Meeting.

BACKGROUND

The Garland Development Code (GDC) requires the dedication and construction of improvements in rights-of-way and easements for capital improvements to support new development. Strike Reel Entertainment Center Development is a proposed 86,400 square foot building providing bowling, motion picture auditoriums and restaurant(s) at the northwest corner of Holford Road and President George Bush Turnpike. See attached map. The City's Major Thoroughfare Plan designates Holford Road as a Type C2 arterial, ultimately consisting of 4 lanes of concrete paving with a grassed median. Holford Road is currently a two-lane asphalt road and is not built to the ultimate cross section width as shown on the Major Thoroughfare Plan.

City Code and state law stipulate that a development project should contribute no more than its proportional share of roadway improvement costs for a particular roadway segment. This includes a combination of all potential roadway costs including actual construction costs and Roadway Impact Fees.

The Garland Development Code (GDC), Section 3.47 (B) stipulates that the developer's share of improvements to a perimeter road is, at a minimum, the equivalent of one-half of any adjacent street, along the entire front footage of the subdivision. At times, it is not practical to construct a portion of a street when other portions of the street or accompanying utilities will not be improved at the same time. In these situations, the GDC provisions allow the developer to contribute funding to the City to be held in escrow until such time as the City improves the roadway.

The developer has expressed a desire to enter into such an agreement for future improvements to Holford Road, which is adjacent to the site. They have submitted an engineer's opinion of probable cost for their half of Holford Road totaling \$435,726.84 including paving, surveying, design, materials testing and the required inflation factor adjustment. The Engineering Department has reviewed and agrees with the quantities and unit prices shown in the engineer's estimate of probable cost, and that the amount equals the developers proportional share of cost.

The attached Development Agreement allows for the collection of the developer's cost for Holford Road in lieu of construction of the roadway and waives impact fee collection up to \$435,726.84. The estimated Impact Fees for the Strike Reel Entertainment Center, based on preliminary information provided by the developer, are approximately \$280,000.

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the Escrow Agreement with F. E. Concepts, L.L.C.
2. The agreement has been reviewed by the City Attorney's Office.

Attachments

Strike Reel Development Agreement
Engineer's Opinion of Probable Cost
Strike Reel Entertainment Center Location Map

ESCROW AGREEMENT
(Holford Road-Entertainment Center)

THIS ESCROW AGREEMENT ("**Agreement**") is entered into by and between the CITY OF GARLAND, TEXAS, a home-rule municipality ("**Garland**"), and FE Concepts, LLC, a Texas limited liability company ("**Owner**"), also hereinafter referred to as the "Parties" and/or "Party".

RECITALS

WHEREAS, Owner owns 20.1655 acres of land, more or less, situated in the City of Garland, Dallas County, Texas and adjacent to Holford Road and State Highway 190, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein for all purposes ("**Property**"); and

WHEREAS, Holford Road is currently a twenty-foot wide asphalt road that does not meet current Garland Development Code standards ("**GDC**"); and

WHEREAS, Owner desires to commence development of the Property, in part as, an entertainment center which shall include an approximately 86,400 square foot building providing among other things, bowling, motion picture auditoriums and restaurant(s) to be known as "Strike Reel Entertainment Center" (the "**Entertainment Center Development Project**"); and

WHEREAS, the Parties agree that the impact of the Entertainment Center Development Project necessitates the improvement of Holford Road including that portion of Holford Road running along the Property's frontage ("**Road Project**"); and

WHEREAS, Garland has investigated and determined that it is not feasible for Owner to make the required improvements related to the Road Project pursuant to the GDC at the time Owner commences development of the Entertainment Center Development Project; and

WHEREAS, Owner has agreed to escrow an amount estimated to be the Property's Proportionate Share of Road Project Construction Costs (as hereinafter defined), and other costs as detailed in Section 3.49 of the GDC, in lieu of constructing or making the required improvements pursuant to the GDC at the time Owner develops the Property; and

WHEREAS, in consideration for Garland: (i) finally accepting each phase of the development of the Property upon completion, provided each phase of said project meets all ordinances, rules, regulations and requirements of Garland for final acceptance; and (ii) constructing the portion of the Road Project pursuant to the GDC, Owner shall place the Property's Proportionate Share of Road Project Construction Costs in escrow as hereinafter set forth; and

WHEREAS, Garland has investigated and determined that it would be advantageous and beneficial to Garland and its citizens to participate in the construction of the Road Project as provided herein.

NOW, THEREFORE, in consideration of the aforementioned recitals, which are fully incorporated as terms and conditions of this Agreement, and the following terms, representations, covenants, and conditions, Garland and Owner agree as follows:

1. Land Subject to Agreement. Owner represents it is the sole owner of the Property.

2. Commencement and Completion of Construction of the Road Project. Owner acknowledges and agrees that Garland: (i) has represented that it has no construction schedule for commencing or completing the Road Project; and (ii) shall in no way be liable for any damages, if any, which may be sustained by Owner, the Entertainment Center Development Project and/or the Property, resulting, in whole or in part, directly or indirectly, from Garland's failure to complete the construction of the Road Project by any certain date and/or as set forth in this Agreement.

3. Property's Proportionate Share of the Road Project. The Property's proportionate share of the Road Project which includes the following improvements: concrete paving, curb, subgrade, drainage, illumination, landscaping and irrigation, as more particularly described and depicted on Exhibit B, attached hereto and incorporated herein ("**Property's Proportionate Share of the Road Project**").

4. Construction of the Road Project. Garland, at a later date, will construct, or caused to be constructed, the Road Project. Owner has estimated the costs to construct the Property's Proportionate Share of the Road Project to be Four Hundred Thirty-Five Thousand Seven Hundred Twenty-Six and 84/100 Dollars (\$435,726.84), as more particularly set forth in Exhibit C, attached hereto and incorporated herein, for all purposes ("**Property's Proportionate Share of Road Project Construction Costs** ").

5. Owner's Payment of the Property's Proportionate Share of Road Project Construction Costs. Within fifteen (15) days of its execution of this Agreement, Owner will pay into an escrow account established by Garland, funds equal to the Property's Proportionate Share of Road Project Construction Costs ("**Escrow Funds**"). The Escrow Funds will be available to Garland for the construction costs associated with the Road Project, and Garland shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Road Project. Garland shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned thereon (if any).

6. Satisfaction of Owner's Responsibility under the GDC. Subject to the provisions of this Section 6, Garland agrees that Owner's payment of the Property's Proportionate Share of Road Project Construction Costs satisfies Owner's responsibility to improve Holford Road

under the GDC and other costs as detailed in Section 3.49 of the GDC, and agrees that neither Owner nor any future owner of the Property, or any portion thereof, will be required to pay any roadway or thoroughfare impact fees or similar charges assessed per the Roadway Impact Fee ordinance related to the portions of right-of-way included in the Road Project so long as future redevelopment or use of the Property, or any portion thereof, does not increase the impact on public infrastructure or services as compared to the Entertainment Center Development Project. For purposes of clarity, the Parties acknowledge that the Property's Proportionate Share of Road Project Construction Costs were calculated based upon the proposed development of approximately 12.3290 acres of the Property upon which the approximately 86,400 square foot building containing the "entertainment" activities is to be constructed. Development of the remaining 7.836 acres of the Property was not considered when determining the Property's estimated Proportionate Share of Road Project Construction Costs. Notwithstanding any other provision contained herein to the contrary, in the event Garland reasonably determines that as a result of the additional development of all or a portion of the remaining 7.836 acres of the Property the impact fee (as described above) owed by the Owner for the entire Property is in excess of the Property's Proportionate Share of the Construction Costs, the Owner shall owe Garland the difference between the two. Owner acknowledges and agrees that under no circumstance will any portion of the Escrow Funds be refunded to Owner even if, among other things, the actual costs to construct the Property's Proportionate Share of the Road Project is less than the Property's Proportionate Share of Road Project Construction Costs but can be used for impact fees resulting from development of the 7.836 acres.

7. Disclaimer and Waiver of Damages and Liability. (A) Owner acknowledges and agrees that Garland is not providing any guarantee, representation and/or warranty, and Garland hereby disclaims any guarantee, representation and/or warranty, of any work performed by Garland, its agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Road Project, in whole or in part.

(B) OWNER HEREBY RELEASES GARLAND, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ROAD PROJECT AND/OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ROAD PROJECT, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARISE DUE TO, OR DAMAGES ARE CAUSED BY, SOLELY AND DIRECTLY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GARLAND OR ITS AUTHORIZED AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS AND/OR DESIGNEES.

8. INDEMNIFICATION. (A) OWNER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS GARLAND AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES AND/OR ANY OTHER THIRD PARTY FOR WHOM OWNER IS LEGALLY RESPONSIBLE FOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM " CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GARLAND BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO OWNER'S PERFORMANCE OF THIS AGREEMENT, THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN OWNER, ITS EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, AS A RESULT OF THAT CONTRACTOR'S, SUBCONTRACTOR' S OR EMPLOYEE' S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH OWNER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLI CY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. OWNER IS EXPRESSLY REQUIRED TO DEFEND GARLAND AGAINST ALL SUCH CLAIMS, AND GARLAND IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(B) IN ITS SOLE DISCRETION, GARLAND SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GARLAND, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GARLAND IN WRITING. GARLAND RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GARLAND IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GARLAND IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND GARLAND OR AS A WAIVER OF OWNER' S OBLIGATION TO INDEMNIFY GARLAND PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN GARLAND-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GARLAND'S WRITTEN NOTICE THAT GARLAND IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GARLAND SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE

FOR ALL REASONABLE COSTS INCURRED BY GARLAND. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. PARTIES' ACKNOWLEDGEMENT OF GARLAND'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS, OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

A. OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE IMPROVEMENTS TO BE INSTALLED, CONSTRUCTED, DEDICATED AND/OR PROVIDED BY OWNER (IF ANY) AND/OR OWNER'S PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
- (C) NUISANCE; AND/OR
- (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST GARLAND FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH OWNER'S DEVELOPMENT PLACES ON GARLAND'S INFRASTRUCTURE, INCLUDING WITHOUT LIMITATION, THE DEVELOPMENT OF THE PROPERTY.

(III) OWNER HEREBY RELEASES GARLAND FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAYBE AMENDED.

(IV) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO GARLAND PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY

CLAIM THEREFORE THAT IT MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY GARLAND RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON GARLAND'S INFRASTRUCTURE. OWNER AND GARLAND FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PRECEDENT IMPACT OF THE PUBLIC INFRASTRUCTURE. OWNER SHALL INDEMNIFY AND HOLD HARMLESS GARLAND FROM ANY CLAIMS AND SUITS OF PARTIES AFFILIATED WITH OWNER, INCLUDING BUT NOT LIMITED TO, OWNER'S PARTNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, GRANTEEES AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

- B. OWNER RELEASES, WAIVES AND SHALL HOLD GARLAND HARMLESS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS BROUGHT BY OWNER OR PARTIES AFFILIATED WITH OWNER.
- C. OWNER WAIVES AND RELEASES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST GARLAND AND SHALL INDEMNIFY AND HOLD GARLAND HARMLESS FOR ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION BROUGHT BY OWNER OR PARTIES AFFILIATED WITH OWNER.
- D. THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Property's Proportionate Share of the Road Project Construction Costs (as may be increased pursuant to Section 6 hereof) only. State and local law covering property taxes, utility rates and fees, park dedication, perimeter streets, pro rata fees, (other than impact

fees) and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Garland under any other state or local law whether now existing or in the future arising.

11. Default. In the event Owner fails to comply with any of the provisions of this Agreement within ten (10) business days after written notice thereof from Garland, Garland shall have the following remedies in addition to Garland's other rights and remedies, at law or in equity:

- A. to refuse to issue any and all building permits for the Property; and/or
- B. to, without notice or any other action of Garland, immediately revoke any and all building permits issued, and any construction and/or development of the Property shall immediately cease; and/or
- C. to file this instrument in the Land Records of Dallas County as a lien and/or encumbrance against Owner and/or the Property; and/or
- D. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- E. to refuse to finally accept the Property and/or any portion thereof; and/or
- F. to immediately, without further notice to Owner, cease any and all design and/or construction of the Property's Proportionate Share of the Road Project; and/or
- G. to seek specific enforcement of this Agreement.

12. Continuity. This Agreement shall be a covenant running with the land and shall be binding upon Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Dallas County.

13. Miscellaneous.

- A. Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Garland:
City of Garland
ATTN: Michael Polocek
PO Box 469002
Garland, Texas 75046
(telephone) 972-205-2170
(facsimile) 972-205-2675

If to Owner, to:
FE CONCEPTS, LLC
C/O Cinemark USA, Inc.
3900 Dallas Parkway
Plano, TX 75093
Attn: Real Estate Dept.
Phone: (972) 665-1000
Email: jjstrand@cinemark.com

- B. Assignment. This Agreement is not assignable without the prior written consent of Garland, which consent shall not be unreasonably withheld, conditioned or delayed.
- C. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.
- D. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties.
- E. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.
- F. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or electronic signature will also be deemed to constitute an original if properly executed.
- G. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- H. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- J. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- K. Sovereign Immunity. The Parties agree that Garland has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- L. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- M. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all provisions of State and Local law, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Garland with fair notice of any project of Owner. OWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- N. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Garland and Owner and/or its authorized representatives.
- O. Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Garland under this Agreement shall be

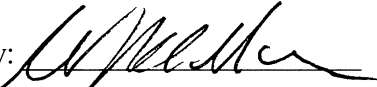
considered to have been relied upon by Garland and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by Garland or on Garland's behalf.

- P. References to Owner. "Owner" as used herein shall mean Owner and its successors and/or assigns.
- Q. Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 7, 8, and 9 herein are conspicuous, and the parties have read and understood the same.
- R. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- S. Effective Date. The "Effective Date" (herein so called) of this Agreement shall be the first date an original of this Agreement has been fully executed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

OWNER:

FE Concepts, LLC,
a Texas limited liability company,

By: 

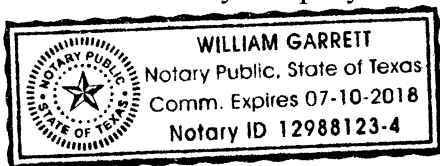
Name: W. Mark Moore

Title: Manager

Date Executed: April 25, 2018

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 25 day of April, 2018, by W. Mark Moore, as Manager of **FE Concepts, LLC**, a Texas limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

CITY OF GARLAND, TEXAS

By: _____

Bryan L. Bradford
City Manager, City of Garland, TX

Date Executed: _____

**STATE OF TEXAS
COUNTY OF DALLAS**

This instrument was acknowledged before me on the _____ day of _____, 2018, by Bryan L. Bradford, City Manager, on behalf of the City of Garland, a Texas home-rule municipality.

Notary Public, State of Texas

Approved as to Legal Form:

Brian C. England
Deputy City Attorney

By: _____

Bryan L. Bradford
City Manager, City of Garland, TX

Date Executed: _____

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1 - (FEE SIMPLE)

20.1655 ACRES

BEING a tract of land situated in the P.H. Rice Survey, Abstract No. 1241, City of Garland, Dallas County, Texas and being part of a 36.497 acre tract of land described in Special Warranty Deed to Blankenstriker LTD., recorded in Instrument No. 201500269743, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a pk nail found at the intersection of the centerline of Holford Road (a variable width right-of-way) with the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way);

THENCE with said north right-of-way line, the following courses and distances to wit:

South 88°38'04" West, a distance of 55.11 feet to a TxDOT brass disk found;
South 1°27'48" East, a distance of 37.37 feet to a TxDOT brass disk found;
South 12°24'34" West, a distance of 97.36 feet to an "X" cut in concrete found;
South 67°11'53" West, a distance of 120.36 feet to an "X" cut in concrete found;
North 63°12'26" West, a distance of 164.82 feet to a TxDOT brass disk found;
North 59°18'22" West, a distance of 389.39 feet to a 1/2-inch iron rod found;
North 54°44'11" West, a distance of 780.91 feet to a TxDOT brass disk found at the southeast corner of a 3.58 acre tract of land described in Special Warranty Deed to F & L, L.L.P. recorded in Instrument No. 201300281265, Official Public Records, Dallas County, Texas;

THENCE departing said north right-of-way line and with the east line of said 3.58 acre tract, North 0°34'47" West, a distance of 245.45 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set and being the southwest corner of a 16.332 acre tract of land described in Special Warranty Deed to Digital Garland, LLC, recorded in Instrument No. 201700233603, Official Public Records, Dallas County, Texas;

THENCE leaving said east line and with the south line of said 16.332 acre tract, North 89°06'42" East, a distance of 1295.95 feet to a pk nail found in said centerline of Holford Road and being the southeast corner of said 16.332 acre tract,

THENCE with said centerline, South 0°52'13" East, a distance of 809.13 feet to the **POINT OF BEGINNING** and containing 20.1655 acres or 878,408 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
dana.brown@kimley-horn.com



STRIKE + REEL
5902 GEORGE BUSH HIGHWAY
CITY OF GARLAND, TEXAS
CASE #: 171003-3

Kimley»Horn

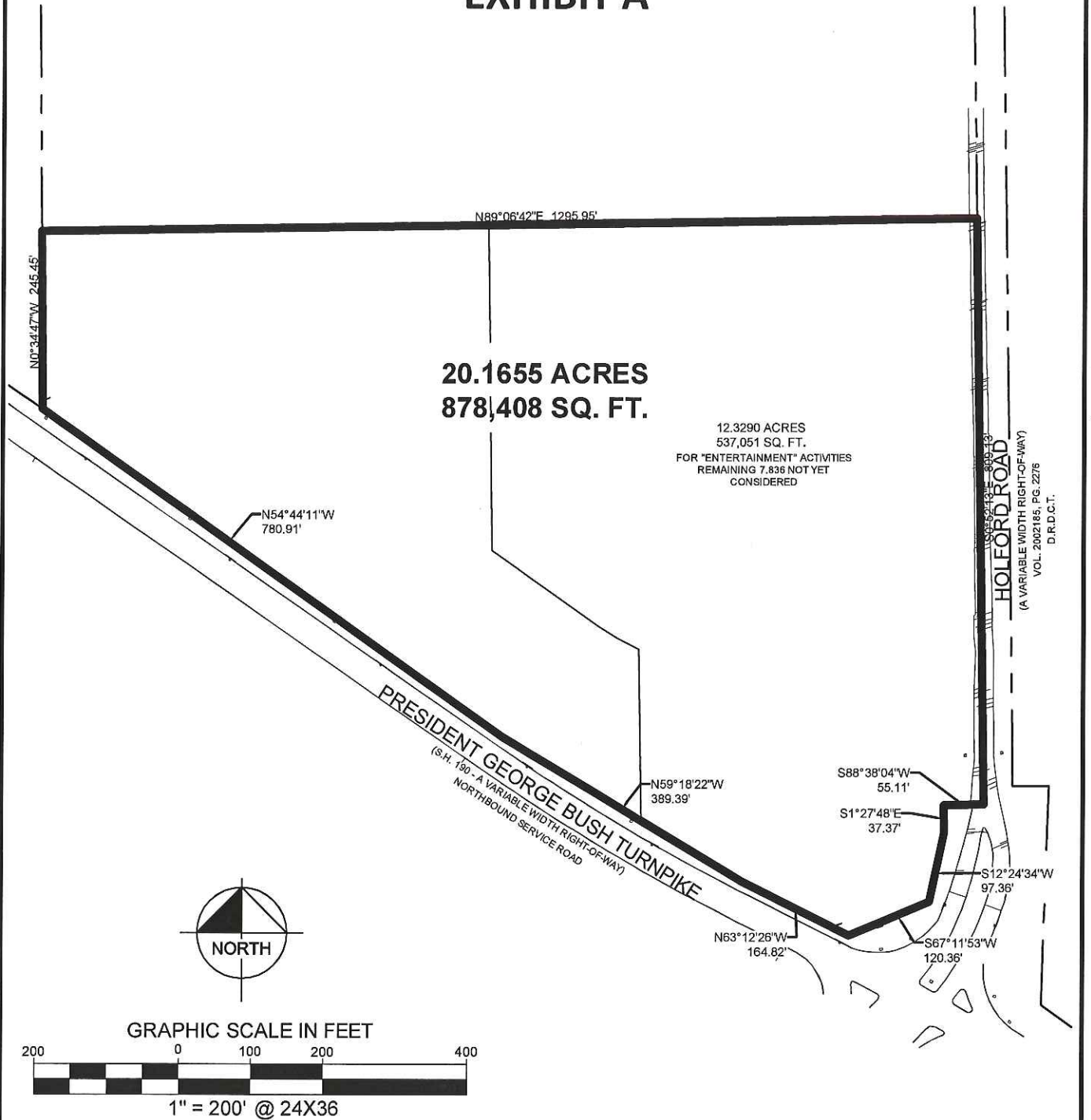
13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JGM	DB	04/11/18	064505101	1 OF 2

EXHIBIT A



DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER
 SUITE 700
 DALLAS, TEXAS 75240
 PH. (972) 770-1300
 dana.brown@kimley-horn.com



STRIKE + REEL
 5902 GEORGE BUSH HIGHWAY
 CITY OF GARLAND, TEXAS
 CASE #: 171003-3

Kimley»Horn

13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-130
 Fax No. (972) 239-382

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JGM	DB	04/11/18	064505101	2 OF 2

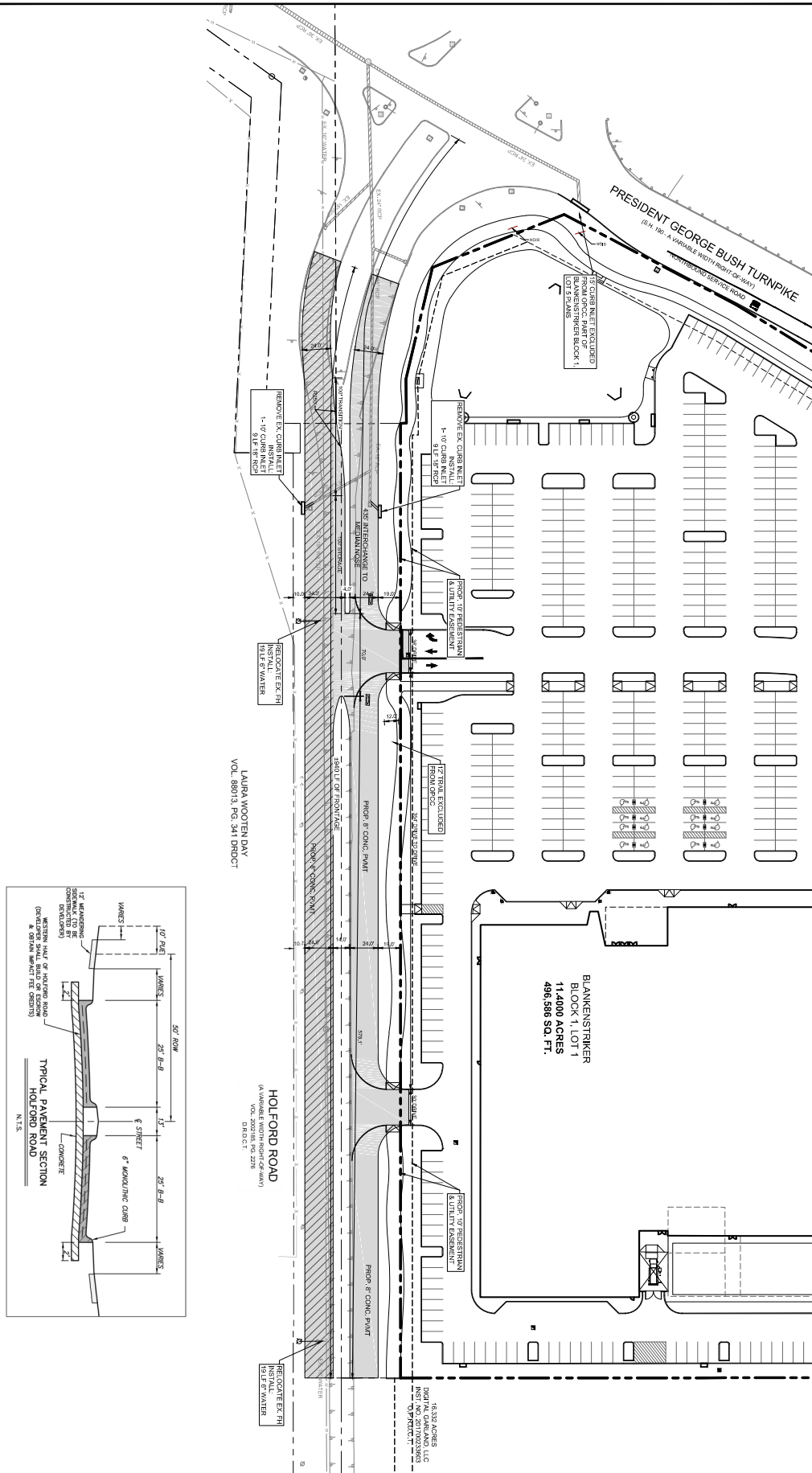
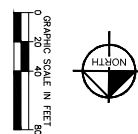


EXHIBIT B



CASE #: 171003-3

HOLFORD ROAD
CONCEPT EXHIBIT

STRIKE+REEL
BLOCK 1, LOT 1
5902 GEORGE BUSH HIGHWAY
CITY OF GARLAND, TEXAS

PROJECT No.	064505101
DATE:	APRIL 2018
SCALE:	AS SHOWN
DESIGNED BY:	JGM
DRAWN BY:	ABG
CHECKED BY:	SES



Kimley»»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM E-328

No.	REVISIONS	DATE	



PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR
HOLFORD ROAD
Grading, Paving, and Infrastructure Improvements
Adjacent to Lot 1, Block 1 Blankenstriker Addition

Site Plan: Holford Road Concept Exhibit, 4/9/18
Date Prepared: 4/9/2018
Prepared By: Andy Graham, EIT
Checked by: Jennifer Moore, P.E.
Kimley-Horn and Associates, Inc.

SUMMARY OF OPCC

Description	TOTAL OPCC COST
Storm Sewer	\$ 8,650
Water	\$ 4,606
Paving	\$ 566,340
Illumination (3% of Costs)	\$ 17,388
Landscape and Irrigation (4% of Costs)	\$ 23,184
Water and Sewer Minor Adjustment (3% of Costs)	\$ 17,388
2 Year Maintenance Bond for 10% (2% of Costs)	\$ 11,592
Survey, Design, materials testing (10% of Costs)	\$ 57,960
Contingency (20% of Costs)	\$ 115,919.20
Total	\$ 823,026
With Two Years of Inflation	871,453.67
Block 1, Lot 5 Share	\$ 435,726.84

GENERAL NOTES

1. OPCC includes exhibits, a list of notes/assumptions, and memorandums that must be used together. Exhibits include:

Description	Title
Exhibit 1	Holford Road Concept Exhibit dated April 5, 2018

Since Kimley-Horn & Associates, Inc., has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the costs herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn and Associates, Inc., cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions of costs shown herein. The total costs and other numbers in this OPCC have not been rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

Summary of Assumptions and Notes

Holford Road

Preliminary Engineer's Opinion of Probable Construction Costs

Overall Opinion of Probable Costs (OPCC) Assumptions and Notes

1. Permitting fees, general conditions, geotechnical engineering/testing, etc. are not included in this OPCC.
2. Limited design has been completed. All line sizes, pavement widths, anticipated improvements, and quantities are preliminary and are subject to change based on final engineering design and approval of construction plans by the City of Garland.
3. A 20% Contingency is included in this OPCC.
4. Per City of Garland instruction, this OPCC uses an annual inflation rate of 2.90% for 2 years per ENR Historical Cost Index.
5. Costs shown are for civil improvements and some limited landscaping.
6. No trails, irrigation, special paving, or private amenities are included in this OPCC.
7. Phasing of construction was not accounted for in this OPCC.
8. All civil design will be subject only to City of Garland design standards and processes.
9. Electrical or other franchise utility costs of design/construction/fees are not included in this OPCC.
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Street Improvement Assumptions

1. Holford is planned as a type C2 per the current City Master Thoroughfare Plan. Pavement cost for Holford Road were prepared per the pavement section in the Gramercy Park Development Agreement.
2. Mass grading is not included in street sections.
3. Cost assumes the full Holford Road street section will be built per City of Garland Technical Standards Manual, Section 8: Thoroughfare Design Requirements for 940 feet along the property's frontage. Existing street is substandard. A cost for storm drain in Holford Road is assumed, but this was not studied and therefore will need to be confirmed later.
4. A 12' trail is being built along the west side of Holford with the development of the entertainment center. Cost for a new sidewalk on this side was not included in this OPCC.

Drainage Assumptions

1. This OPCC assumes that the main storm sewer collector in Holford will remain and that only inlets will need to be replaced along with connecting pipe.

Water & Sanitary Sewer Assumptions

1. There is an existing 16" water line on the east side of the existing Holford Road. It is assumed that this line will remain and cost for replacing this line was not included in this OPCC.
2. Existing two fire hydrants are priced as relocations.
3. This OPCC assumes that no sanitary sewer will be constructed in Holford.

STORM SEWER

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
18" RCP	18	L.F.	\$ 50.00	\$ 900
10' Curb Inlet	2	EA.	\$ 3,500.00	\$ 7,000
Connect to Ex. Pipe	2	EA.	\$ 375.00	\$ 750
Subtotal				\$ 8,650

Storm Sewer Total **\$ 8,650**

WATER

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
6" PVC Water (Type C900 DR-18)	38	L.F.	\$ 35.00	\$ 1,330
Remove and Relocate Ex. Fire Hydrants	2	EA.	\$ 1,600.00	\$ 3,200
Testing (Water Pressure & Chlorination)	38	L.F.	\$ 1.00	\$ 38
Trench Safety Plan	38	L.F.	\$ 1.00	\$ 38
Subtotal				\$ 4,606

Water Total **\$ 4,606**

PAVING (HOLFORD ROAD)

Assume 940 Total LF of Typical Holford Road Section (100')
 50 Roadway Paving (feet) 18 lbs. lime material per SY
 13 Sodded median (feet) 36 lbs. cement per SY
 37 Parkway (feet) 7 Sodded parkway (feet)

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
8" 3,600 PSI Rein. Conc. (Roads)	5545	S.Y.	\$ 48.00	\$ 266,160.00
6" Lime and Cement Subgrade	6380	S.Y.	\$ 5.00	\$ 31,900.00
6" Conc. Curb and Gutter	3660	L.F.	\$ 10.00	\$ 36,600.00
Lime Material	58	TON	\$ 180.00	\$ 10,440.00
Cement Material	115	TON	\$ 210.00	\$ 24,150.00
Earthwork (assume 2.5' average depth)	15950	C.Y.	\$ 3.00	\$ 47,850.00
Pavement Markings and Signage	940	L.F.	\$ 12.00	\$ 11,280.00
ROW Prep	940	L.F.	\$ 22.00	\$ 20,680.00
Sod in Parkway and Median	1515	S.Y.	\$ 36.00	\$ 54,540.00
Demolition of Existing Asphalt	2837	S.Y.	\$ 20.00	\$ 56,740.00
Erosion Control Measures	1	LS	\$ 6,000.00	\$ 6,000.00
Subtotal				\$ 566,340.00

Paving Total **\$ 566,340**



PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR
HOLFORD ROAD
Grading, Paving, and Infrastructure Improvements
Adjacent to Lot 1, Block 1 Blankenstriker Addition

Site Plan: Holford Road Concept Exhibit, 4/9/18
Date Prepared: 4/9/2018
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Trench Safety Plan	38	L.F.	\$ 1.00	\$ 38
Subtotal				\$ 4,606

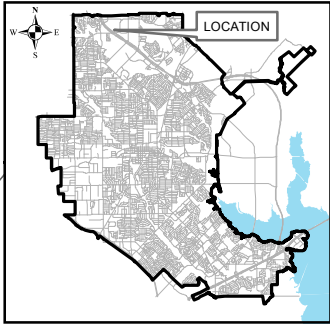
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Erosion Control Measures	1	LS	\$ 6,000.00	\$ 6,000.00
Subtotal				\$ 566,340.00

Paving Total **\$ 566,340**



CAMPBELL RD

HOLFORD RD

FERRIS RD

PGB TOLL

**STRIKE REEL
ENTERTAINMENT
CENTER**

**HOLFORD RD
LIMITS OF AGREEMENT**

HOLFORD RD



City Council Work Session Agenda

2.b.

Meeting Date: May 14, 2018

Item Title: 2018 Capital Improvement Program Budget Amendment No. 1

Submitted By: Ron Young, Budget Director

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

Amend the 2018 Capital Improvement Program to appropriate \$322,000 for the purchase of 16 mechanical chest compression devices included in the Emergency Response Safety Equipment capital project.

OPTIONS

- (A) Approve Capital Improvement Program Budget Amendment No. 1 as proposed.
- (B) Do not approve Capital Improvement Program Budget Amendment No. 1.

RECOMMENDATION

Option (A) – Approve Capital Improvement Program Budget Amendment No. 1 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018, Regular Meeting.

BACKGROUND

With no hospital located within Garland city limits, extended transport times to the nearest appropriate facility increases the complexity and duration of chest compressions necessary for some critically ill or injured patients. This request for an additional \$322,000 to the 2018 Capital Improvement Program (CIP) will allow the Garland Fire Department to fund 16 mechanical chest compression devices and immediately outfit 14 currently deployed ambulances. Two more devices will be purchased later with delivery of new ambulances approved in the 2018 CIP Fire Ambulance Project.

These devices are proven to perform effective and efficient chest compressions without interruption and without direct contact by attending personnel. Emergency Medical Services (EMS) personnel are able to perform other duties related to patient care and are not required to stand in the patient compartment while leaning over patients to provide manual chest compressions. Manual chest compressions performed while in route to a hospital may not be as effective as those performed by a mechanical device and put EMS personnel at risk for injury due to being in an unsecured position subject to movements of the ambulance during transport.

Research confirmed the efficacy of mechanical chest compression devices, and personnel assigned to the City's two busiest ambulances evaluated the performance of such devices from two industry-leading manufacturers during cardiopulmonary resuscitation incidents. Following the completion of a six-week trial period for each device, a survey was used to determine the best device for the Garland Fire Department and its operational practices.

CONSIDERATION

Staff seeks Council approval to appropriate an additional \$322,000 to the Emergency Response Safety Equipment project in the 2018 Capital Improvement Program (CIP). The City's cash reserves will be used to fund this capital request, and a reimbursement certificate will be issued allowing the reserve to be replenished in May 2019 when Certificates of Obligation are issued to fund this request and the remainder of the 2019 CIP.



GARLAND POLICY REPORT

City Council Work Session Agenda

2.c.

Meeting Date: May 14, 2018

Item Title: Sale of Property - 713 Meadowcreek Court

Submitted By: Corey Worsham, Tax Administrator

Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

The City of Garland has received an unsolicited offer from Marco A. Garcia related to the purchase of City owned property obtained through a Sheriff's Sale. This property is located at 713 Meadowcreek Court. Mr. Garcia has presented an offer of \$20,000 for the property. The purchaser has also agreed to pay the post-judgment taxes at closing. The post-judgment taxes are approximately \$808.74 which will result in the total amount received at closing of approximately \$20,808.74. The City of Garland will receive sale proceeds of \$1,500 for maintenance, \$2,592.96 in abatement liens and \$3,147.40 in taxes (includes post-judgment taxes of \$258.55).

OPTIONS

The City Council May:

1. Approve the sale of 713 Meadowcreek Court to Mr. Garcia and provide an executed deed without warranty, or
2. Deny the offer presented by Mr. Garcia.

RECOMMENDATION

Staff recommends that the City Council accept the offer and sell the property to Mr. Garcia. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 5, 2018 City Council Meeting.

BACKGROUND

The property was struck off to the City of Garland at the Dallas County Sheriff's Sale on January 6, 2015. In accordance with Section 34.05 of the Texas Property Tax Code, the offer meets the minimum bid requirements and does not require the consent of other taxing entities. If the sale is approved, the City of Garland will accept payment on behalf of all entities and disperse all sale proceeds.

CONSIDERATION

This property has been held by the City of Garland since 2015. Pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with the approval of the governing body. The sale of this property further supports a stable tax base and future development opportunities.

Attachments

713 Meadowcreek- Resolution

713 Meadowcreek - offer

713 Meadowcreek - Deed

713 Meadowcreek - Map and Picture

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 134th Judicial District Court of Dallas County, Texas in cause number TX13-40216, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City agrees to the sale of certain real property being:

LOT 7, BLOCK 1, MEADOWCREEK COURT ADDITION, aka 713 MEADOWCREEK COURT, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 2001050, PAGE 6746, OF THE DALLAS COUNTY DEED RECORDS

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

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 _____, 2018.

CITY OF GARLAND, TEXAS

ATTEST:

Mayor

City Secretary



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

April 17, 2018

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Marco A. Garcia to purchase
713 Meadowcreek Court, Garland, Texas

Dear Mr. Worsham:

Marco A. Garcia has offered to purchase 713 Meadowcreek Court, Garland, Texas (LOT 7, BLOCK 1, MEADOWCREEK COURT ADDITION, aka 713 MEADOWCREEK COURT, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 2001050, PAGE 6746, OF THE DALLAS COUNTY DEED RECORDS) for \$20,000.00. In addition to that amount, all post-judgment taxes for the years 2014-2015 will be paid at closing. The total amount of post-judgment taxes will be approximately \$808.74 of which the City of Garland will receive approximately \$258.55.

This property was sold at a Sheriff's Sale on January 6, 2015 pursuant to delinquent tax collection suit number TX13-40216 combined with TX11-40892. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$20,000.00.

The property's most recent value according to the Appraisal District is \$20,000.00. The total judgment amount was \$61,236.23, which includes taxes, penalties and interest, abatement liens, demolition liens, civil penalties liens and costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$7,709.23. The remainder would be distributed to the taxing jurisdictions pro-rata up to their tax judgment amount and a distribution for abatement liens. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is equal to the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light blue rectangular background.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet

CAD Acct #:	26333450010070000
Property address:	713 Meadowcreek Court
Cause No.:	TX13-40216 combined with TX11-40892
Judgment Date:	June 13, 2014
Sheriff's Sale Date:	January 6, 2015
Judgment amount:	GISD 2010-2013 taxes \$4,408.75 (47.5%)
	City 2010-2013 taxes \$2,579.33 (27.8%)
	County 2010-2013 taxes \$2,295.68 (24.7%)
Total Judgment for Taxes:	\$9,283.76
City Abatement Liens:	\$4,637.62
City of Garland Demolition Lien:	\$10,491.84
City of Garland Civil Penalties Lien:	\$31,251.61
Court costs:	\$3,851.67
Sheriff's fees for sale:	\$1,251.56
Publication fees for sheriff's sale, paid by lawfirm:	\$406.00
Total Costs:	\$5,509.23

Checks to be disbursed as follows:

1.	Dallas County District Clerk	\$3,851.67
2.	Dallas County Sheriff	\$1,251.56
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$406.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$2,888.85
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$4,937.80
7.	John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)	\$2,571.16
8.	City of Garland (Abatement Liens)	\$2,592.96
	TOTAL	\$20,000.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$258.55
9.	Garland ISD (Post Judgment tax year distribution)	\$441.18
10.	John Ames, Dallas County Tax Assessor (Post Judgment tax year distribution)	\$109.01
	TOTAL Post Judgment Distribution	\$808.74
	TOTAL Distribution	\$20,808.74

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Marco A. Garcia, 2503 Oates Drive, Dallas, TX 75228** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **713 Meadowcreek Court**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**LOT 7, BLOCK 1, MEADOWCREEK COURT ADDITION, aka
713 MEADOWCREEK COURT, CITY OF GARLAND, TEXAS
AS RECORDED IN VOLUME 2001050, PAGE 6746, OF THE
DALLAS COUNTY DEED RECORDS (the "Property").**

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX13-40216 COMBINED WITH TX11-40892 in the 134th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 201_.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 201_, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

713 Meadowcreek Court Picture and Map





GARLAND POLICY REPORT

City Council Work Session Agenda

2.d.

Meeting Date: May 14, 2018

Item Title: Federal Grant Programs - Plan of Action 2018-2019 Amendment

Submitted By: Mona Woodard, Neighborhood Services Administrator

Council Goal: Safe, Family-Friendly Neighborhoods

ISSUE

Amendment to the One Year Plan of Action for the 2018-2019 Community Development Block Grant (CDBG), HOME Infill Partnership Grant (HOME) and the Emergency Solutions Grant (ESG). The Department of Housing and Urban Development released amended allocations for entitlement communities on April 30, 2018 which resulted in a change in allocation for the City of Garland. Staff is seeking approval to fund an additional Carver Senior Center Redevelopment Project - Phase II with CDBG funding.

RECOMMENDATION

Approval of the Carver Senior Center Redevelopment Project - Phase II with proposed budget into the One Year Plan of Action for 2018-2019 for CDBG, HOME and ESG. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.

BACKGROUND

The City will receive the following funding for 2018-2019:

CDBG: \$2,127,843

HOME: \$ 748,755

ESG: \$ 168,535

The amended budget for fiscal year 2018-2019 must be submitted to the Department of Housing and Urban Development (HUD) by August 15, 2018 for CDBG, HOME and ESG.

The Carver Senior Center Redevelopment Project was initially approved in fiscal year 2017-2018 program year for \$433,236 in CDBG funding. The scope was to provide kitchen modifications for food service, ADA compliance modifications for restrooms, and modifications to existing floor, walls, and fixtures as required. The project was due to begin in October of 2017. Final project bids have recently come back showing an increase in projected costs for the project. This has created a budget shortfall and will not be able to move forward without additional funding. Staff is proposing to fund a new Carver Senior Center Redevelopment

Project - Phase II with \$200,000 in CDBG funding for the 2018/2019 fiscal year.

CONSIDERATION

Council approved projected 2018-2019 grant allocations during the April 17, 2018 regular meeting. An amendment is necessary to reflect the change to be made for the revised allocation of funding that was released by HUD on April 30, 2018. If Council approves the staff proposed Carver Senior Center Redevelopment Project - Phase II, an amendment will be made to incorporate the project into the One Year Plan of Action.

Attachments

Proposed Use of Funds for Grant Programs

**ALLOCATION OF COMMUNITY DEVELOPMENT GRANT FUNDING
FY 2018/2019**

The City will receive \$2,127,843 from the Department of Housing and Urban Development for the Community Development Block Grant. There is \$7,159 available in reprogrammed funds for a total of \$2,135,002. The HOME Investment Partnership Program allocation is \$748,755. Emergency Solutions Grant funding of \$168,535 is available. Specific grant funded activities are as follows:

**COMMUNITY DEVELOPMENT BLOCK GRANT
2018 – 2019**

PUBLIC SERVICES	IDIS Activity	Allocation
Achievement Center of Texas		\$46,377
Counseling Institute of Texas		\$14,189
Galaxy Counseling		\$17,358
Garland Elderly Yard Care Program		\$20,509
Garland Parks S.T.A.R.S Program		\$27,941
Garland Police – Youth Boxing Program		\$23,850
Hope Clinic		\$50,046
Matthew 25:40 Project – Motel Vouchers		\$6,619
New Beginning Center		\$31,419
Salvation Army After School Program		\$10,927
Salvation Army Rental Assistance Program		\$12,336
Senior Source – Garland Ombudsman Program		\$12,894
Visiting Nurses Association		\$6,357
TOTAL		\$280,822

PROJECTS	IDIS Activity	Allocation
Code Compliance		\$182,000
Minor Home Repair		\$192,857
Single Family Rehabilitation		\$292,857
Blighted Structure Removal Program		\$97,143
Sidewalk/Alley Program		\$136,279
Vietnamese Community Center Phase II		\$166,730
Carver Center Redevelopment Project – Phase II		\$200,000
Street Repair/Replacements		\$160,745
Navasota from Blanco to Castle		
TOTAL		\$1,428,612

ADMINISTRATION	IDIS Activity	Allocation
Grant Administration		\$405,568
Fair Housing		\$20,000
TOTAL		\$425,568

TOTAL CDBG FUNDING

\$2,135,002

**HOME INFILL PARTNERSHIP
2018 - 2019**

ADMINISTRATION	IDIS Activity	Allocation
HOME Administration		\$74,876
TOTAL		\$74,876

CHDO ACTIVITIES	IDIS Activity	Allocation
Housing and Community Services		
CHDO Infill Housing – Habitat for Humanity		\$112,313
TOTAL		\$112,313

HOME PROJECTS	IDIS Activity	Allocation
Housing and Community Services		
Infill Housing		\$561,566
TOTAL		\$561,566

TOTAL HOME FUNDING

\$748,755

**EMERGENCY SOLUTIONS GRANT FUNDS
2018- 2019**

SHELTER SERVICES	IDIS Activity	Allocation
New Beginning Center		\$54,009
TOTAL		\$54,009

ESG PREVENTION	IDIS Activity	Allocation
City of Garland Fair Housing		\$50,633
TOTAL		\$50,633

ESG RAPID RE-HOUSING	IDIS Activity	Allocation
New Beginning Center		\$22,194
Matthew 25:40 Project		\$19,776
TOTAL		\$41,970

DATA COLLECTION	IDIS Activity	Allocation
Metro Dallas Homeless Alliance		\$9,283
TOTAL		\$9,283

ESG ADMINISTRATION	IDIS Activity	Allocation
Grants Management		12,640
TOTAL		\$12,640

TOTAL ESG FUNDING

\$168,535



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

2.e.

Meeting Date: May 14, 2018

Item Title: Consulting Services for Future Bond Program

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

Staff is preparing for a future bond program to be considered by Council in the upcoming year. Staff is proposing to seek professional services to assist in assessing and identifying a comprehensive inventory of infrastructure and facility needs in the City. Services this group will assist with include, but are not limited to, project cost estimation, feasibility analysis, resource planning, and citizen communication preparation.

Several firms have been evaluated and staff is requesting that Council approve a bid in the amount of \$200,000 to Kimley Horn & Associates.

Funding for this item was approved by City Council as part of the Operating Budget Amendment No. 1 on March 6, 2018 and came from the fund balance reserves of the General Fund.

Recommendation/Action Requested and Justification

Council discussion and direction. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3.a.

Meeting Date: May 14, 2018

Item Title: Garland Youth Council Presentation

Submitted By: Beth Dattomo, Program Manager

Summary of Request/Problem

The Garland Youth Council will provide a presentation and summary of the 2017-18 year to the City Council.

Recommendation/Action Requested and Justification

Information only.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3.b.

Meeting Date: May 14, 2018

Item Title: Garland Power & Light Outage Text Reporting

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

Currently, GP&L customers report power outages by calling 972-205-3000. Because people rely more and more on their mobile devices to request products and services, GP&L has developed a process for customers to report a power outage by texting. This is an additional channel customers may use to report a power outage to GP&L.

GP&L's power outage text reporting is ready for rollout with a soft launch in May 2018.

Recommendation/Action Requested and Justification

For information purposes only.

Attachments

GP&L Outage Text Reporting

Garland Power & Light Outage Text Reporting

Briefing for Garland City Council

MAY 14, 2018



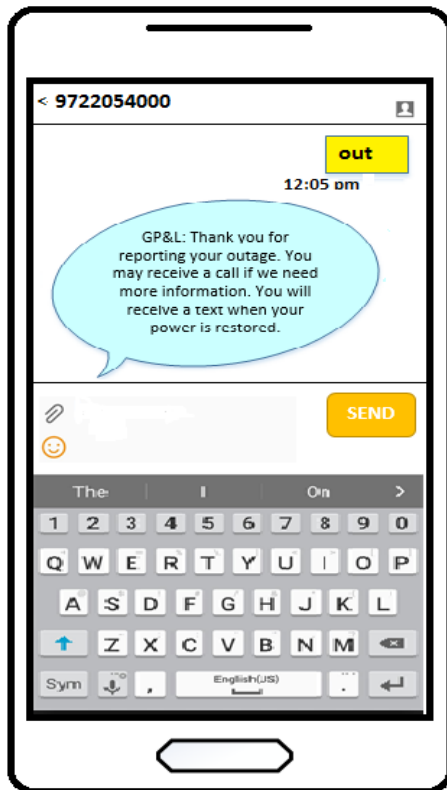
Background

- Current process for power outage reporting is to call GP&L's outage line, 972-205-3000
- For several years, bill inserts and customer service representatives have encouraged customers to provide phone numbers for utility accounts for ease of outage reporting when calling 972-205-3000
- About 70% of utility accounts have a cell phone associated with the account
- The number of people using mobile devices to request products and services keeps growing
- Outage texting is an additional channel through which customers may report a power outage

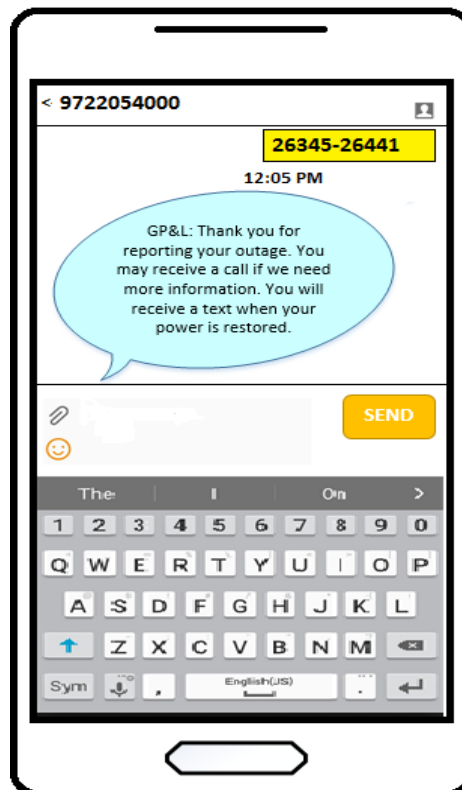


Outage Text Reporting – Customer Texts GP&L

1.



2.



To report a power outage, the customer texts:

1. out (not case sensitive)

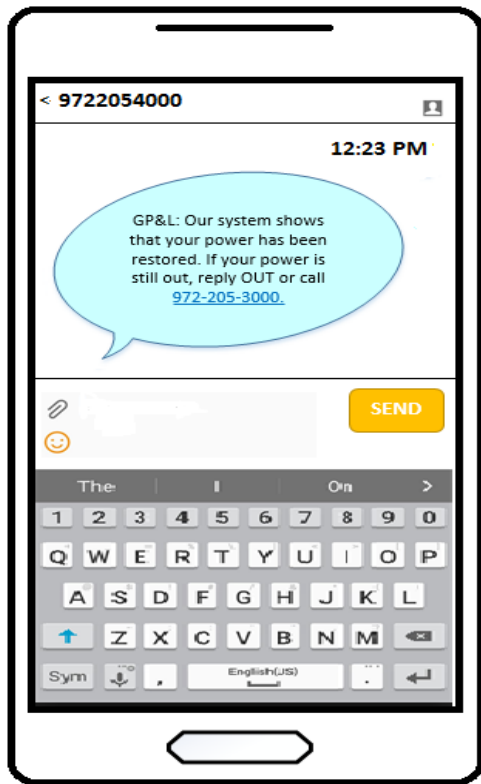
or

2. COG utility account number to 972-205-4000

Reply GP&L: Thank you for reporting your outage. You may receive a call if we need more information. You will receive a text when your power is restored.



Outage Text Reporting – GP&L Notifies of Power Restoration



After power is restored and the issue is closed in the outage management system, the customer will be notified by text.

Reply GP&L: Our system shows that your power has been restored. If your power is still out, reply OUT or call 972-205-3000.



Outage Text Reporting Rollout

- Soft launch via **gpltexas.org**
 - New Outage Texting page
 - Updated copy on the Outage Center page
 - 972-205-4000 texting number paired with 972-205-3000 call-in number elsewhere on the site
- Broad communication will follow, including:
 - News release
 - City website, intranet and CGTV
 - *Garland City Press, City Press Briefs*
 - Bill insert, Bill message
 - Social media (Facebook, Twitter, Nextdoor)
 - Both call-in (x3000) and text (x4000) power outage reporting options will be promoted during widespread outages following storms





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3.c.

Meeting Date: May 14, 2018

Item Title: Transportation Update

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

The Transportation Director will provide an update on recent developments regarding advancing the IH 635 East Project.

Recommendation/Action Requested and Justification

Information only.



GARLAND POLICY REPORT

City Council Work Session Agenda

3.d.

Meeting Date: May 14, 2018

Item Title: Change Order, Increase the Project Budget, and Authorize Expenditure of \$20,500 of the Hotel Occupancy (HOT), for the Foundry's Fabrication of the Signature Sculpture at the Granville Arts Center

Submitted By: Jermel Stevenson, Managing Director

Council Goal: Sustainable Quality Development and Redevelopment
Embrace Diversity

ISSUE

City Council authorization is being requested to increase the project budget from \$300,000 to \$320,500. The additional funds will be paid to the foundry, Schaefer Art Bronze Casting for additional fabrication costs and for the cost for the sculpture to be installed at the front entrance of the Granville Arts Center, at 300 N. Fifth Street. This change order represents a seven percent increase in the total project cost.

In addition to the increased project cost, the original project fundraising strategy is being revised to increase the use of Hotel Occupancy Tax to fund the revised project budget. The actual amounts are identified in the considerations section of this report.

OPTIONS

1. Council may follow staff's recommendation for authorizing the change order with the foundry;
2. Council may decline the request;
3. Council may send the item back to staff for further review and development of alternative funding strategies.

RECOMMENDATION

Unless otherwise directed by Council, a change order (budget increase) in the amount of \$20,500 will be executed with Schaefer Art Bronze Casting.

BACKGROUND

The Granville Arts Center is well recognized throughout the Dallas-Fort Worth metroplex as Garland's premier venue for both performing and visual arts, and is a key player in the successful redevelopment of downtown Garland. The Garland Cultural Arts Commission, Inc., in its capacity to increase the awareness and visibility of the arts in Garland, commissioned renowned Dallas artist Dr. Barvo Walker to create a three dimensional expression of their vision, "a diverse community in celebration of dance, music, theatre and visual arts."

The Commission unanimously approved the artist's interpretation of their vision, and the small scale "maquette", presented to Council at their work session of January 23, 2016 was a conceptualization of the proposed full-size cast bronze sculpture. The piece was originally proposed at approximately 14-ft height, and 8-ft diameter. The finished sculpture has now increased in height to approximately 17-ft. Also, there has been a cost increase in bronze since the agreement was first approved in 2016.

CONSIDERATION

Original Sculpture Project Budget	\$300,000
Revised Sculpture Project Budget	\$320,500

Parks, Recreation and Cultural Affairs staff is proposing the City Council authorize \$20,500 in HOT fund balance to be used to cover the \$20,500 increase in the original project budget (\$300,000).

Original Sculpture Fundraising Commitments

City of Garland 2016 CIP	\$100,000
Garland Cultural Arts Commission Inc.	\$150,000
Garland Economic Development Authority Inc.	\$ 50,000

Original Sculpture Fundraising Actuals

City of Garland 2016 CIP	\$100,000
Garland Cultural Arts Commission Inc.	\$ 60,000
Garland Economic Development Authority, Inc.	\$ 50,000

Revised Sculpture Fundraising Plan with Budget Increase

City of Garland 2016 CIP	\$100,000
Garland Cultural Arts Commission Inc.	\$ 60,000
Garland Economic Development Authority Inc.	\$ 65,000
City of Garland Hotel Occupancy Tax	\$ 95,500

The Garland Cultural Arts Commission will earmark \$12,500 of their 15% HOT arts budget set-aside for the next six fiscal years (\$75,000) to make up their private fundraising gap.

The proposed sculpture represents the efforts by the Garland Cultural Arts Commission Inc., to enhance a facility which is meaningful, attractive, stimulating and vital to the continued enrichment of a culturally diverse Garland community.



GARLAND POLICY REPORT

City Council Work Session Agenda

4.a.

Meeting Date: May 14, 2018

Item Title: Consider Approval of a Real Property Transfer Between Fourth Avenue Investments LLC (Shane Jordan) and the City of Garland for Approximately a Ten Acres Tract of Land Generally Located at the Intersection of Rosehill and IH 30; and, Approval of the Terms of a Chapter 380 Agreement to Promote Economic Development and to Stimulate Business and Commercial Activity in South Garland.

Submitted By: Rick Vasquez, Assistant City Manager

Strategic Focus Areas: Growing Economic Base
Well-Maintained City Infrastructure
Enhanced Quality of Life through Amenities, Arts, and Events
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider approval of a real property transfer between Fourth Avenue Investments LLC (Shane Jordan) and the City of Garland, for a ten acre tract, generally located at the intersection of Rosehill and IH 30; and, approval of the terms of a Chapter 380 Agreement to promote economic development and to stimulate business and commercial activity in South Garland.

OPTIONS

1. Approve landswap as proposed and allow the 9.72 acre tract of land to develop as single-family residential.
2. Not approve proposed landswap

RECOMMENDATION

Authorize staff to proceed with preparation of documents to transfer the tracts between the City and the Developer. Authorize the terms of a Chapter 380 Economic Development Agreement which will be presented to City Council for final approval.

BACKGROUND

The property transfer includes approximately a 10.86 acre tract, out of a City owned 22 acre tract, which will be conveyed to Fourth Avenue Investments, LLC (Developer); and, approximately a 9.72 acre tract of land, out of a 25 acre tract, which is owned by the Developer will be conveyed to the City.

The land transfer gives the City ownership and site control of a 9.72 acre tract included within the Rosehill Catalyst Plan and identified as a site for future mixed-use development. The Developer's plan prior to considering the land swap was to subdivide the 9.72 tract into single-family detached lots. The City will transfer ownership of a 10.86 acre tract that is identified in the Rosehill Catalyst Plan as a future site for single-family residential use. Once the transfer is complete, the Developer plans to subdivide the 10.86 acre tract into single-family residential lots.

With the subdivision of the Developer's tract into two tracts, the City will enhance its land ownership position by assuming ownership of 9.72 acre tract of land with a highest and best use that is better suited to mixed-use commercial development than the City's 10.6 acre tract. The City will assume ownership of a tract with excellent arterial road frontage, assembly with the City's remaining tract improves frontage on IH 30 and Rosehill, and the tract will have excellent development potential with great site depth and visibility.

The City will be subdivide its 22 acre tract into two tracts, one tract will have a highest and best use for commercial and mixed use development, and, the second tract will be better suited for single-family development. The City will transfer a 10.6 acre tract to the developer with existing site conditions that increase the Developer's project development costs. The topography of the 10.6 acre tract slopes to a creek and floodplain located on the eastern portion of the City's 22 acre tract which will require retaining walls and fill to prepare the site for development. In addition, the 10.6 acre site will not have direct access to a public street and is not located adjacent to existing utility infrastructure. Finally, the site genrally is located in an area of the tract with poor visibility.

To mitigate additional land development costs attributable to the 10.6 acre tract's topography, lack of vehicle access and distance from existing utilities, Staff is proposing the City Council consider employing a Chapter 380 Agreement to facilitate development of the Developer's project and the implementation of the Rosehill Catalyst Plan. Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as residential, commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity. For the City's purposes, the Agreement would be structured to reduce the developer's land development costs in an amount equal to the increase development cost attributable to the land swap.

Aug. 2016	City Council directs staff to initiate IH30 Catalyst Area Study & to engage project consultant
Sept. 2016	City Councilmembers from project area appointed stakeholder committee and conducted stakeholder workshops
Dec. 2016	Consultant reported initial findings to committee members

Feb. 2017	Planning Commission reviewed consultant findings
April 2017	Planning Commission public hearing and review conducted and recommendation advanced to City Council
July 2017	City Council held public hearing and approved plan
Jan. 2018	City Council authorized purchase of 22 acre tract to preserve plan implementation
April 2018	City Council rezones Rosehill Catalyst area for consistency with Rosehill land-use plan

Attachments

Rosehill Swap Layout
Developer Original Layout
Rosehill Approved Plan
Rosehill Approved Plan (1)



