



GARLAND

AGENDA

CITY COUNCIL WORK SESSION City of Garland

REMOTE MEETING

Monday, April 19, 2021
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.

NOTICE: Due to the COVID-19 emergency, and pursuant to Section 551.125 of the Texas Government Code and the executive orders of Governor Greg Abbott suspending provisions of the Texas Government Code and other applicable laws of the State regarding normal open meetings, the City Council will hold this meeting by internet/telephonic remote means.

The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_7i2bf2hvRbmNuIE8P6dbKQ

Registration for the online meeting is required. The meeting will be recorded and will be available for viewing the next day at www.garlandtx.gov.

For those without internet access to the meeting, a dial-in option is available. The numbers are:

346-248-7799
470-250-9358
470-381-2552

The Meeting ID is: 919 9582 2210

For participants (online and by phone) who wish to speak, a public comments period is provided as the first item on the agenda. If you desire to address the City Council on a matter that is posted on this agenda, please be prepared to do so at the beginning of the meeting. After the City Council has begun its discussion of the agenda, you will not be recognized to speak. The public comments portion of the meeting is provided for citizen comments. You are invited to offer a comment or make a statement on any item on the agenda. However, please bear in mind that offering comments should not be done in the form of posing questions. Generally, due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda. Your comments must relate to an item on this agenda - non-germane comments are not in order.

If an Executive Session is included as part of the agenda for this meeting, the Executive Session will be conducted by teleconference between and among the members of the City Council and relevant City staff. Public access to that call is prohibited by State law.

COUNCIL HOUSE RULES

- | | |
|--|---|
| 1. Decisions based on issues, goals and vision. | 9. Follow goals, principles and action agenda. |
| 2. Do not take things personal. | 10. Decide, vote and move on. |
| 3. Project a positive attitude. | 11. Avoid ambushes - Council or staff. |
| 4. Focus on issues, not on the person. | 12. Talk to staff before meetings. |
| 5. Be prepared to discuss issues. | 13. Vote our convictions, but be willing to compromise <i>"What is best for Garland."</i> |
| 6. Maintain decorum. | 14. Follow Roberts Rules of Order consistently. |
| 7. Keep your sense of humor. | 15. Agree to disagree. |
| 8. Honor and respect each other; accept each other as individuals. | 16. Be open and honest. |

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

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

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

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

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

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

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

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

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

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. Partnership Agreement between the Garland Housing Finance Corporation (GHFC) and the City of Garland to Administer Donated GHFC Funding

Council is requested to approve the execution of a Partnership Agreement with the GHFC to make available up to \$500,000 in GHFC Program funding for emergency home repairs, minor repairs, substantial repairs and exterior repairs as defined in the program. This item is scheduled for formal consideration at the April 20, 2021 Regular Meeting.

b. Use of Community Development Block Grant (CDBG) Funding for the Demolition of 1922 Castle Drive

Council is requested to approve the execution of an agreement with the Garland Housing Finance Corporation that provides \$211,000 in CDBG funding for demolition of 1922 Castle Drive. This item is scheduled for formal consideration at the April 20, 2021 Regular Meeting.

c. Easements Related to Hinton Landfill Gas-To-Energy Project

Council is requested to approve two easements to Oncor Energy for the Hinton Landfill Gas-To-Energy Project. This item is scheduled for formal consideration at the April 20, 2021 Regular Meeting.

d. 2020-21 Budget Amendment No. 3

Council is requested to approve Budget Amendment No. 3 to appropriate \$15,000 for 300 doses of Narcan Nasal Spray for police officers. The funds would come from the Narcotic Seizure Fund. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 4, 2021 Regular Meeting.

e. Administrative Service Committee Pending Items Report

At the November 30th, 2020 Work Session, Council Member Rich Aubin requested that the Administrative Service Committee (ASC) consider drafting a pending item report to provide periodic updates to Council on what items are in committee, how the items were referred to the committee and the status of those items in committee.

4. Verbal Briefings:

a. DART Presentation on the Redesign of the Bus Network

DART staff will update Council on the proposed redesign of the Transportation Agency's Bus Network.

b. COVID-19 Response Update and Further Actions

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

- *Vaccination Update*
- *Senior Centers*

c. 2019 Bond Program - Status Update

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

d. 2021-2022 Discussion of the Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG) Federal Grant Allocations

Staff is requesting Council direction for the allocation of CDBG, HOME and ESG funding. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 4, 2021 Regular Meeting.

e. Consideration of the Fall 2020 Neighborhood Vitality Matching Grant Application from The Trails Recreation Club (District 4)

Council is requested to approve or deny approval of the Trails Recreation Club application for participation in the Neighborhood Vitality Matching Grant program. Council is also being asked to provide policy direction to staff regarding future applications that are similarly limited access to the public.

f. Windsurf Bay Park

At the request of Mayor Pro Tem Jerry Nickerson and Mayor Scott LeMay, Council is requested to discuss the possible reopening of Windsurf Bay Park.

g. Backup Generators for Power Outages

At the request of Deputy Mayor Pro Tem Deborah Morris and Mayor Scott LeMay, Council is being asked to consider expanding GP&L's Energysaver Rebate Program to include portable standby generators.

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 adjourn into executive session pursuant to Sections 551.071, 551.086, 551.087 and 551.072 of the Texas Government Code regarding:

- 1. Attorney-client communications and competitive matters to consider a report from the Legislative Affairs Committee concerning the legal and other effects of proposed legislation impacting the operations of Garland Power and Light; and**
- 2. The purchase, exchange, lease or value of tracts of real property located in (a) the downtown area and (b) in the vicinity of East Miller Road between South Garland Avenue and South Shiloh Road.**

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: April 19, 2021

Item Title: Partnership Agreement between Garland Housing Finance Corporation (GHFC) and City of Garland to Administer Donated GHFC Funding

Submitted By: Mona Woodard, Neighborhood Services Administrator

Strategic Focus Areas: Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

The Garland Housing Finance Corporation (GHFC) is prepared to make \$500,000 available for programs that benefit homeowners in the city of Garland and is seeking Council approval for the City Manager to enter into a Partnership Agreement to administer new GHFC grant programs. This item is scheduled for formal consideration at the April 20, 2021 Regular Meeting.

OPTIONS

1. Approve the execution of a Partnership Agreement with GHFC to make available up to \$500,000 in GHFC Program funding.
2. Deny the execution of a Partnership Agreement with GHFC to make available up to \$500,000 in GHFC Program funding.

RECOMMENDATION

Staff recommends approval of the execution of the Partnership Agreement with GHFC for new program funding.

BACKGROUND

The Garland Housing Finance Corporation was created to provide quality affordable housing for the residents of Garland. Its mission is to provide that housing through down payment and closing cost assistance, neighborhood awards, affordable senior and multifamily housing, issuance of bonds, and direct ownership opportunities.

In February of 2021, the GHFC made available \$50,000 in emergency repair dollars to assist income-eligible Garland residents with funding to recover from damage to property due to the winter storm. The Housing and Community Services Department had identified income-eligible clients that requested assistance but were not qualified for CDBG funding. Similar needs exist for Garland residents beyond impacts caused by the winter weather event.

The GHFC has agreed to provide funding under the following categories:

1. Emergency Minor Repair (Storm Damage) \$50,000
2. Minor Repair Partnership Program \$200,000
3. Substantial Repair Partnership Program \$200,000
4. Exterior Repair Partnership Program \$50,000

CONSIDERATION

The funding will be used to fill "gaps in services" that traditional CDBG or HOME Federal grant funding would not cover. The Programs are targeted to reach low-income, elderly or veteran households in Garland. The GHFC will work and coordinate with the Neighborhood Vitality and Housing and Community Services departments to administer the programs. Code Compliance and Planning departments will also support this effort.

Attachments

GHFC Partnership Agreement

**GARLAND HOUSING FINANCE CORPORATION
ADDRESSING GARLAND PARTNERSHIP PROGRAM
DISBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2021, by and between the Garland Housing Finance Corporation (the “GHFC”), a Texas public instrumentality and nonprofit corporation, and the City of Garland, Texas (“City”), a Texas home-rule municipality (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Garland Housing Finance Corporation is a Texas public instrumentality and nonprofit corporation organized and operating pursuant to the Texas Housing Finance Corporations Act, Tex., Loc. Gov’t Code §§ 394.001 et seq.; and

WHEREAS, the GHFC was created to provide quality affordable housing for the residents of Garland, Texas; and

WHEREAS, the GHFC’s mission is to provide affordable housing in Garland through down payment and closing cost assistance, neighborhood awards, affordable senior & multifamily housing, issuance of bonds, and direct ownership opportunities; and

WHEREAS, the GHFC also administers grant programs designed to enhance the quality of life for residents of Garland; and

WHEREAS, the GHFC desires to partner with the City to fund the GHFC Addressing Garland Partnership Program (“Program”); and

WHEREAS, the Program will help eligible low-income persons, elderly, veteran, or disabled homeowners in Garland or to homeowners residing in a low-income area by providing funds for emergency and other repairs to homes; and

WHEREAS, the GHFC agrees to periodically fund the Program and monitor its application in Garland; and

WHEREAS, the City agrees to administer the Program and perform certain activities in connection with the Program.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, the Parties do agree as follows:

AGREEMENT

Article I. Definitions

Unless context clearly suggests a different meaning, the words and phrases set forth in this Article I shall have the following meanings:

1.01 Business Day. Any day other than a Saturday, Sunday, or official City holiday in which Garland's City Hall offices are closed for business.

1.02 Disabled Homeowner. For the purposes of this Agreement, a homeowner who receives monthly disability insurance payments from the United States Social Security Administration and who owns their primary residence.

1.03 Elderly Homeowner. For the purpose of this Agreement, a homeowner who is at or above the age of 62 and owns their primary residence.

1.04 Family Income. The self-reported income for a Participant's household as determined by 24 C.F.R. § 5.609.

1.05 Low Income Homeowner. A homeowner whose self-reported monthly income meets the definition of low income as specified by then current United States Department of Housing & Urban Development regulations. This definition is subject to change.

1.06 Participant. An eligible homeowner receiving funds administered by this Agreement for making repairs to the homeowner's primary residence.

1.07 Participant Data. Documents and data reflecting a Participant's eligibility for services funded by a Partnership Program, including, but not limited to, the participant's name, address, age, sex, ethnic background, size of household, income level or other basis for determining eligibility, and description of the services funded by a Partnership Program.

1.08 Partnership Program. One of the four Partnership Programs funded by the GHFC and administered by the City pursuant to this Agreement.

1.09 Veteran Homeowner. A homeowner who has served in and was honorably discharged by any branch of the United States military.

Article II. Partnership Programs

2.01 The four categories of Partnership Programs governed by this Agreement are:

(a) The GHFC Emergency Minor Repair Partnership Program. This Partnership Program will provide the Program money to help Participants with emergency home

repairs. Examples of “emergency home repairs” include burst water pipes, failed electrical breakers, damaged or clogged wastewater or drainage lines, or other similar issues. The Program may approve repair costs for the Participants of up to \$5,000 per property. If an emergency repair requires more than \$5,000, the City must obtain the GHFC’s approval.

(b) The GHFC Minor Repair Partnership Program. This Partnership Program shall provide the Program money to help Participants with minor home repairs. Each Participant may receive repair services of up to \$5,000 per property. If a minor repair requires more than \$5,000, the City must obtain the GHFC’s approval.

(c) The GHFC Substantial Repair Partnership Program. This Partnership Program shall provide the Program money to help Participants with substantial home repairs. The Program may provide funding of up to \$25,000 per property. If a repair requires more than \$25,000, the City must obtain the GHFC’s approval.

(d) The GHFC Exterior Repair Partnership Program. This Partnership Program shall provide the Program money to help Participants with minor exterior home repairs, particularly those conditions that violate City ordinances. Examples of qualifying repairs include painting, fence repairs, or minor property modifications necessary to bring the home in compliance with City ordinances. The Program may obtain funding of up to \$5,000 per property. If an exterior repair requires more than \$5,000, the City must obtain the GHFC’s approval.

2.02 Funding under any of the Partnership Programs may be combined federal grant funding accessible to the City, if eligible. In cases of combined funding sources for a single property, the City shall maintain separate contracts and invoices to prevent commingling of funds.

2.03 Partnership Program funds are to be used primarily to help low to moderate income homeowners within the city limits of Garland, Texas. The City shall give preference to applicants who are low income; the City shall give additional preference to low income Disabled Homeowners, Elderly Homeowners, and Veteran Homeowners. The City shall have the discretion to allow applicants who do are not Participants in the Partnership Program(s).

Article III. City’s Duties

3.01 The City shall administer each Partnership Program. The City’s duties shall include

- (a) Client application intake and processing;
- (b) Project management of all construction activities;
- (c) Approval and payment of invoices for approved projects;
- (d) Case file management; and

- (e) Quarterly reporting the grant status to the GHFC.

3.02 The City shall maintain all records required by the GHFC that are pertinent to the projects to be funded under this Agreement. City shall establish, maintain and submit to the GHFC records acceptable to the GHFC showing the use of Partnership Program expenditures to benefit Participants. These records shall include, but are not limited to

- (a) Documents providing a full description of each project funded;
- (b) Documents necessary to determine a project's eligibility for Partnership Program funds;
- (c) Documents necessary to establish a Participant's eligibility for Partnership Program funds (applicants shall self-report income and certify that information on the application is true and correct);
- (d) Documents necessary to reflect any improvement to real property funded by Partnership Program funds;
- (e) Participant Data; and
- (f) All other documents necessary to reflect compliance with the Partnership Program.

3.03 The City shall retain all records pertinent to expenditures incurred pursuant to this Agreement for five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever is later. Records relating to any Participant must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records, the City must retain the records until all issues and actions are resolved, or the expiration of the five-year period, whichever occurs later.

3.04 The City shall make Participant Data available to the GHFC or its designee upon written request.

3.05 Audit.

- (a) All City records with respect to any matters covered by this agreement shall, upon reasonable written notice to the City, be made available to the GHFC, the grantor agency, their designees or the United States government, at any time during normal business hours, as often as the GHFC deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination.
- (b) The agency or entity requesting the audit shall bear the costs of any audit activities.

3.06 Confidentiality of Participant Data. City acknowledges that Participant information collected pursuant to this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's responsibilities with respect to services provided under this contract, is prohibited unless the City obtains written consent from the Participant or the Participant's parent/guardian if the Participant is unable to consent.

3.07 Progress Reports. The City shall submit written quarterly progress reports to the GHFC in the form and content required by the GHFC. The report shall consist of the following information:

- (a) A spreadsheet identifying the homeowners assisted in the preceding quarter that includes name, address, household income level, family size, whether the homeowner is a veteran, elderly or disabled, and the amount of Program funds awarded; and
- (b) A spreadsheet identifying all administrative expenses.

The GHFC may require additional relevant information, which the City shall also provide.

3.08 Equal Opportunity and Affirmative Action. City agrees that in performing under this Agreement, it shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, national origin, disability status nor otherwise commit an unfair employment practice.

3.09 Nondiscrimination Clause. The City shall administer the Partnership Programs without regard to an applicant's race, color, creed, religion, age, sex, national origin or disability status.

3.10 The City may use ten percent (10%) of the funds expended for administrative purposes related to program operations. The City may earmark ten percent of the GHFC funds for administrative purposes; however, at the end of the Term, the Parties shall reconcile the amount of earmarked funds against ten percent of sum of GHFC money actually expended plus any monies necessary to fund any Project approved but not yet funded. Any positive difference shall be refunded to the GHFC in accordance with Section 5.05 of this Agreement.

Article IV The GHFC's Duties

4.01 In consideration for the City's duties, the GHFC agrees to disburse up to \$500,000 during the Term of this Agreement for the Partnership Programs.

4.02 The GHFC shall disburse funds for the Partnership Programs as follows:

- a. The GHFC shall disburse \$200,000 to the City within ten (10) days of final execution of this Agreement.
- b. The GHFC shall distribute the remaining \$300,000 in two additional installments of \$150,000, payable on July 1, 2021, and October 1, 2021. These disbursements shall take

place regardless of whether the Partnership Program projects have exhausted funds for any or all of the Partnership Programs.

4.03 The GHFC shall cooperate with the City in providing any information the City requires to obtain additional funding from any other source to help Partnership Program Participants.

Article V Partnership Program budgets

5.01 Each Partnership Program’s initial annual budget is as follows:

- a. the GHFC Emergency Minor Repair Program\$50,000
- b. the GHFC Minor Repair Partnership Program\$200,000
- c. the GHFC Substantial Repair Partnership Program.....\$200,000
- d. the GHFC Exterior Repair Partnership Program\$50,000

5.02 The GHFC reserves the right to adjust budget categories as necessary. Any such adjustment must be presented as an Addendum to this Agreement, and must be both in writing and executed by both Parties. The Parties may not reduce Partnership Program’s budget below the amount of funds already disbursed or earmarked for existing projects at the time of the adjustment.

5.03 Upon written approval from the GHFC on a case-by-case basis, the City may use funds from the GHFC Emergency Minor Repair Partnership Program to assist eligible applicants to pay emergency repairs costs arising due to the extremely low temperatures impacting the City in February 2021, even if such repair costs were incurred prior to the Term of this Agreement. Approval of any such costs shall be within the sole discretion of the GHFC.

5.04 Any Partnership Program funds allocated by the GHFC pursuant to this Agreement which the City has not awarded by the end of the Term shall revert back to the GHFC.

5.05 Upon the termination or expiration of this Agreement, City shall transfer to the GHFC any GHFC Program funds then on hand, less any monies necessary to fund any Project approved but not yet funded, and any accounts receivable attributable to the use of the GHFC Program funds. In addition, the City shall refund to the GHFC any administrative funds due and owing after the reconciliation process set forth in Section 3.10 of this Agreement.

5.06 The sole source of funds for this Agreement is the GHFC Addressing Garland Partnership Program. This Agreement shall not obligate or encumber any other funds of the GHFC.

5.07 Any Partnership Program funds the City has not awarded by the end of a given quarter shall be carried over to the next quarter.

Article VI Term; Quarter

6.01 The Term of Agreement shall begin upon execution by both parties _____ and shall run until the 31st day of December, 2021.

6.02 A Quarter begins on the first day of January, April, July, and October.

Article VII Nonperformance, Suspension, and Termination

7.01 Termination for nonperformance. This Agreement may be terminated by either party if it determines the other party has not met the obligations imposed by this Agreement. The party seeking termination must provide written notice of termination stating what obligations have not been met. The nonperforming party shall have thirty (30) days to perform the duties described in the notice. If it fails to do so, this Agreement is terminated.

7.02 Termination for convenience. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other material prepared by the City under this agreement shall, at the option of the GHFC, become the property of the GHFC, and the City shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Article VIII Miscellaneous Provisions

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

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

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

8.04 Governing Law. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

8.05 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

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

8.07 Interpretation of terms. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

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

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

8.10 Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

8.11 Amendments. The Parties may amend this Agreement at any time provided the amendment is made in writing and signed by both Parties.

8.12 Notices. Communications and details concerning this contract shall be directed to the following contact representatives:

City of Garland

Ms. Mona Woodward
City of Garland
Department of Housing and Community Services
800 Main Street
Garland, TX 75040

Garland Housing Finance Corporation
1675 West Campbell Rd.
Garland, TX 75044

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED this ____ day of _____, 2021.

CITY OF GARLAND, TEXAS

By:

Bryan Bradford
City Manager

Approved as to form:

Stephen M. Hines
Sr. Asst. City Attorney

EXECUTED this ____ day of _____, 2021.

**GARLAND HOUSING
FINANCE CORPORATION**

By:



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: April 19, 2021
Item Title: Use of CDBG Funding for the Demolition of 1922 Castle Drive
Submitted By: Mona Woodard, Neighborhood Services Administrator
Strategic Focus Areas: Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

The Housing and Community Services Department, working in partnership with Garland Housing Finance Corporation (GHFC) is seeking Council's approval to authorize the City Manager to execute an agreement with the Garland Housing Finance Corporation to provide Community Development Block Grant (CDBG) funding in the amount of \$211,000 for the demolition of a blighted, abandoned structure located at 1922 Castle Drive. This item is scheduled for formal consideration at the April 20, 2021 Regular Meeting.

OPTIONS

1. Approve the execution of an Agreement with GHFC that provides \$211,000 in CDBG funding for demolition of 1922 Castle Dr.
2. Deny the execution of an Agreement with GHFC that provides \$211,000 in CDBG funding for demolition of 1922 Castle Dr.

RECOMMENDATION

Staff recommends approval of the execution of an Agreement with the GHFC for the demolition of 1922 Castle Dr. using \$211,000 in CDBG funding.

BACKGROUND

The immediate goal is to demolish an abandoned former nursing home facility with the long term plan of providing affordable senior housing for Garland's senior population. Demolition of this structure will remove neighborhood blight and be the catalyst for new construction needed in the neighborhood. The GHFC will work and coordinate with the Housing and Community Services Department to carry out the project. Funding will be used for asbestos remediation as well as demolition. The facility has not been in use since 2008.

CONSIDERATION

HUD recently performed a reconciliation audit to close out all unspent funds from program years 2003 to 2014. HUD is offering jurisdictions a one-time opportunity to consolidate remaining funds from prior program years, with the stipulation that they be spent by September 12, 2021. HCS has identified the demolition of the Castle Drive property as an eligible, shovel-ready project. There is an urgency to execute a contract between the GHFC and the Demolition Contractor prior to the end of the Garland Independent School District calendar year. This is to avoid any delays and interruption of services because of demolition contractor's previous obligations with the school District.

Attachments

GHFC Partnership Agreement
1922 Castle Map
Property Information

City of Garland CDBG DISBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this the 21st day of April, by and between the GARLAND HOUSING FINANCE CORPORATION ("GHFC"), a Texas housing finance corporation created and operating under the provisions of Chapter 394, tex. Local gov't code and CITY OF GARLAND, a Texas home rule municipality.

Section 1. Scope of Services CDBG funding will be used for the **Demolition of 1922 Castle Drive** in a manner satisfactory to the City and consistent with any standards required by HUD as a condition of providing these funds. Future use of the sight will be to provide affordable housing units. Such program will include the following activities:

Project:

A. Activity

GHFC will enter into a contract for the demolition of a 23,433 sqft. commercial building originally constructed 1970 according to Dallas County Appraisal District records. Legal description of the property is as follows:

A 2.52 acre tract of land situated in the W. Carter survey, Abstract No. 324 according to Special Warranty Deed recorded in Instrument number 201400133931 Official Public Records of Dallas County, Texas, and being Lot 1 Block A, of Northlake Estates No. 6, Second Section, and addition to the City of Garland, Dallas County Texas, according to the plat recorded in Volume 73147 Page 1060 of Deed of Records of Dallas County, Texas.

Environmental Requirements

- Compliance with TDSHS, EPA and OSHA regulations for asbestos abatement. Certified Asbestos supervisor overseeing the project and asbestos certified workers.
- GHFC to make available the Phase I Environmental Review to the City to be provided as part of the HUD required Environment Assessment.

B. Level of Accomplishment

2021-2022 Proposed Accomplishments

- 1) Demolition of 1 commercial blighted structure

Section 2.	<u>Budget .</u>	<u>\$211,000</u>
	Total	<u>\$211,000</u>

Section 4. Agreement to Disburse Funds for Program. Upon the terms and conditions hereinafter stated, The City agrees to disburse Program Funds, in an amount not to exceed **\$211,000** to GHFC for the proposed project ("Project") in accordance with the statement of work. In exchange for the consideration herein expressed, GHFC agrees to

pursue and perform the Project according to the statement of work and further agrees as follows.

Section 5. Consideration Furnished by The City and Limit of the City's Disbursement. In consideration for such services, The City shall disburse to an amount not to exceed **\$211,000** for allowable costs, documentation and invoices. Any **2014 CDBG Reprogrammed** Funds allocated by the City for this Project which have not been expended or invoiced by GHFC on or before **August 1, 2021** (or such other date marking the termination of this Agreement) will revert to the City and will be reallocated for other activities unless otherwise approved by the City. The sole source of funds for this Agreement is the Reprogrammed CDBG FY 2014 funding and this Agreement shall not obligate any other funds of the City.

Section 6. Term of Agreement. The Term of Agreement ("Term") shall be from April 21, 2021 and shall run until August 1, 2021 unless otherwise approved by the City. The parties acknowledge that allowable costs incurred by GHFC during the Term may be reimbursed under this Agreement.

Section 7. Intended Beneficiaries. The intended beneficiaries of this Agreement are persons within the City of Garland, Texas, who will benefit from the removal of a blighted, abandoned structure as well as the future reuse of providing affordable housing units to eligible low-income households. GHFC shall establish, maintain and submit to the City records that are acceptable to the City showing the use of Project expenditures. For purposes of this Agreement, the definition of low and moderate income shall be specified by the U.S. Department of Housing & Urban Development, and is subject to change. (Exhibit A) Family Income for each participant's household shall be determined based on 24 CFR 5.609 (Exhibit B).

Section 8. Uniform Administrative Requirements

(A) Financial Management

- (1) Audit.** All subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the subrecipient within 30 days after receipt by the subrecipient. Failure to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

(B) Documentation and Record-Keeping

- (1) Records to be Maintained** GHFC shall maintain all records required by the City, and that are pertinent to the activities

to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of the activity undertaken;
- (b) Records required determining the eligibility of activities;
- (c) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved assistance; and
- (d) Other records necessary to document compliance with the program.

(2) **Retention** GHFC shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

(3) **Disclosure** GHFC understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and in the case a minor, that of a responsible parent/guardian.

Section 9. Nonperformance, Suspension and Termination. In the event that the City makes a determination that GHFC has not performed the provisions of this Agreement, the City may terminate this Agreement by notice in writing.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of Scope of Services may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other material prepared by the subrecipient under this agreement shall, at the option of the City, become the property of the City, and GHFC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Section 10. Compensation and Method of Payment. Payment shall be made upon submission of proper invoices, provided that services by GHFC have been satisfactory to City, and that all service delivery information requested by City has been furnished.

Section 11. Depository. Disbursed funds shall be deposited in a depository having federal depository insurance. The City or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Project for the purpose of making audit examination, excerpts and transcriptions.

Section 12. Equal Opportunity and Affirmative Action. GHFC agrees that in performing under this Agreement, it shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, national origin, handicap status nor otherwise commit an unfair employment practice.

Section 13. Nondiscrimination Clause. The services provided under this Agreement shall be available to all otherwise eligible applicants without regard to race, color, creed, religion, age, sex, national origin or handicap status. GHFC agrees that it shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, age, sex, national origin or handicap status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, as well as access to all facilities necessary for any of the above. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

Section 14. Reversion of Assets. Upon the termination or expiration of this Agreement, GHFC shall transfer to the City any GHFC Program funds then on hand, less any funds necessary to compensate for authorized expenditures invoiced but not yet paid, and any accounts receivable attributable to the use of GHFC Program funds.

Section 15. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 16. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 17. Waiver. Either the City or GHFC shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

Section 18. Governing Law. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

Section 19. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

Section 20. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 21. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 22. Counterparts. This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 23. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 24. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 25. Amendments. GHFC must submit any amendments to this executed agreement in writing to the City's Housing and Community Services Department. The City must approve any amendments or changes to the agreement prior to implementation.

Section 26. Notices. Communications and details concerning this contract shall be directed to the following contact representatives:

City of Garland

Mona Woodard, Manager
Grants Manager
800 Main Street
972-205-2141

Email: mwoodard@garlandtx.gov

Subrecipient

David Gibbons
Executive Director
Garland Housing Finance Corporation
469-716-4629

Email: david.gibbons@garlandhfc.org

IN WITNESS WHEREOF, the parties have executed this contract as of the
April 21, 2021.

City of Garland

Garland Housing Finance Corporation

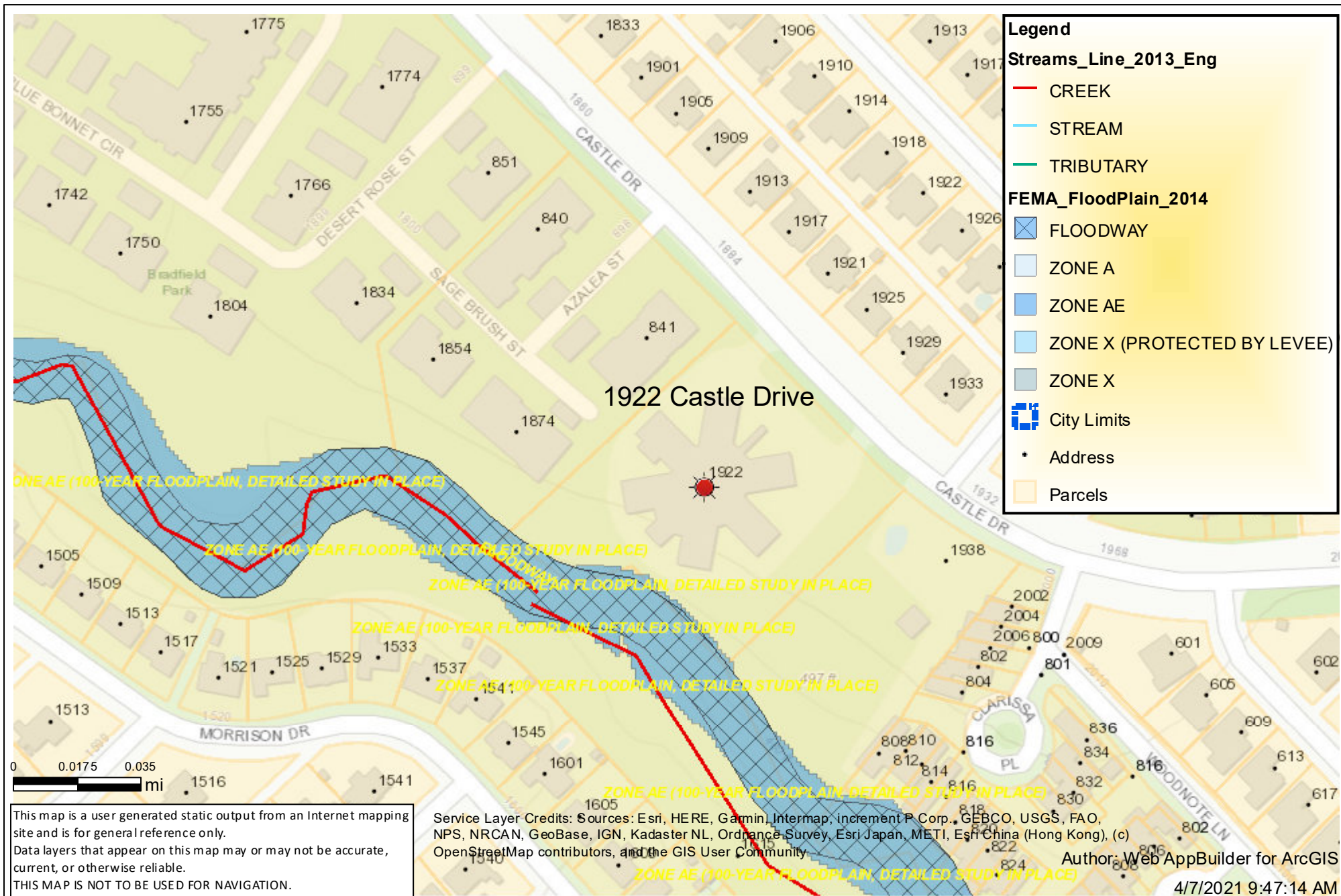
By: _____

By: _____

Title: _____

Title: _____

N



Current Requests and Future Development of Property

The Housing and Community Services Department in partnership with Garland Housing Finance Corporation is proposing to remove hazardous asbestos and demolish an abandoned structure that was constructed in 1970. The structure was formerly used as a nursing facility for the elderly or disabled persons. The structure has not been in use since 2008. Numerous Code violations and fines were accumulated on the property prior to the purchase by Garland Housing Finance Corporation in March of 2021.

Affordable Senior Housing is proposed as a future use of the property to address the shortage of Senior Housing in Garland.

Owner of Property

Garland Housing Finance Corporation purchased this property in March of 2021.

Legal Description

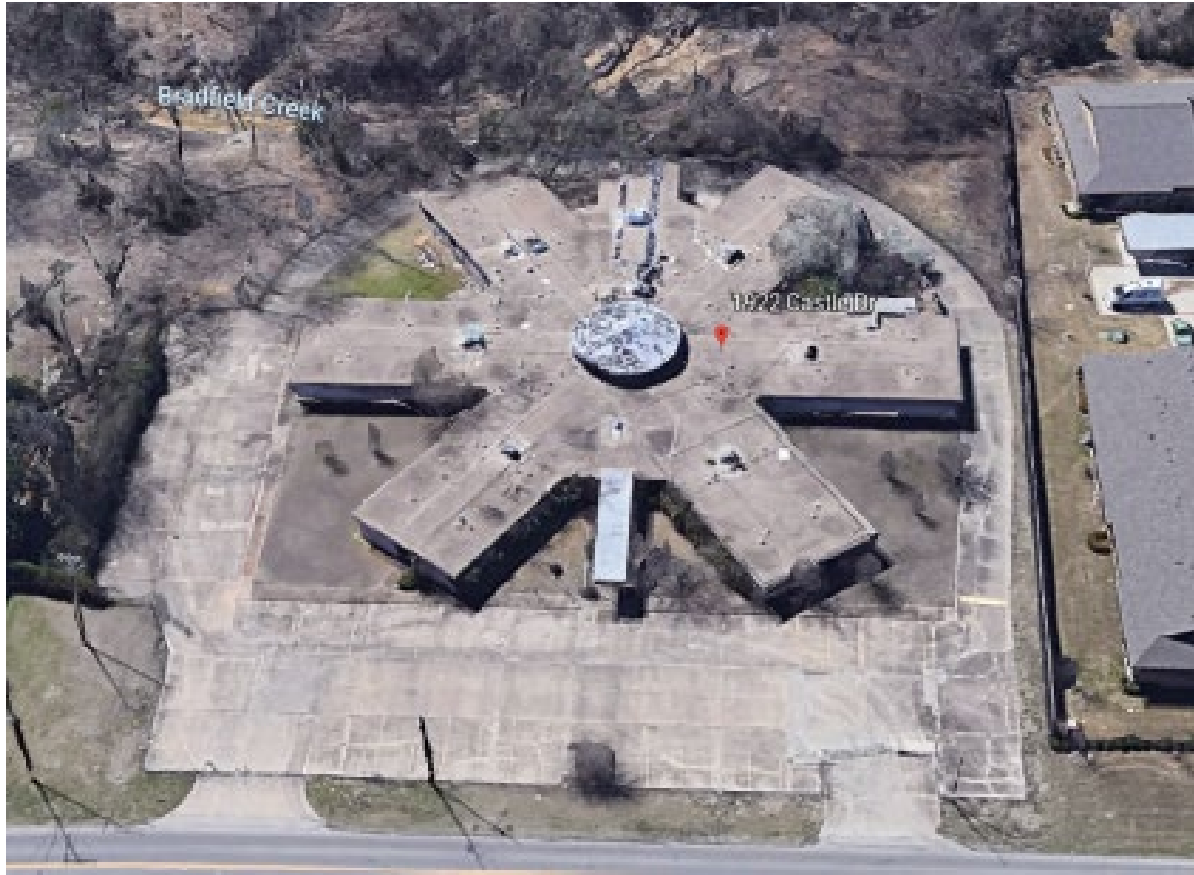
Being a 2.52-acre tract of land situated in the W. Carter Survey, Abstract No. 324 according to Special Warranty Deed recorded in Instrument number 201400133931 Official Public Records of Dallas County, Texas, and being Lot 1 Block A, of Northlake Estates No 6, Second Section, an addition to the City of Garland, Dallas County Texas, according to the plat recorded in Volume 73147 Page 1060 of Deed of Records of Dallas County, Texas.

Dallas Appraisal District Information

Desc: CONVALESCENT HOSP/NURSING HOME		Total Area: 23,433 sqft	Year Built: 1970
#			
1	Construction	Depreciation	Appraisal Method
	Construction: D-WOOD FRAME Foundation (Area): CONCRETE SLAB (23,433 sqft) Net Lease Area : 23,433 sqft # Stories: 1 # Units: 94 Basement (Area): NONE Heat: CENTRAL HEAT A/C: CENTRAL A/C	Physical: 60% Functional: + 0% External: + 0% Total: = 60%	INCOME

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL IMPROVEMENTS	HEALTH SERVICES-1 DISTRICT	0	0	105,850.0000 SQUARE FEET	STANDARD	\$0.36	0%	\$38,106	N

1922 Castle Drive, Garland Texas



26401500010010000



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. c.

Meeting Date: April 19, 2021

Item Title: Easements Related to Hinton Landfill Gas-To-Energy Project

Submitted By: Christopher Hoofnagle, EWS Disposal Operations Director

Summary of Request/Problem

In order to facilitate construction and operation of the landfill gas to energy (LFGTE) plant at the Hinton Landfill, two easements have been prepared and brought for City Council's review and approval. One easement grants Oncor Electric Delivery Company permission to construct and maintain facilities, such as overhead power lines and transformers, necessary to bring power to the gas plant on the landfill property. The second easement grants Atmos Energy permission to construct facilities, such as a gas metering station and underground pipeline, necessary for the delivery of gas to market for sale on the landfill property.

Recommendation/Action Requested and Justification

Approval of these easements is recommended. This item is scheduled for formal consideration at the April 20, 2021 Regular Meeting.

Attachments

Oncor Easement for Hinton LFGTE plant

Oncor Easement Exhibit A

Atmos Easement for Hinton LFGTE Plant

Atmos Easement for Hinton LFGTE Plant - Exhibit B

PT# _____
District: Mesquite
WR #: 3496283
ER# _____

EASEMENT AND RIGHT OF WAY

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

That **City of Garland, Texas, a Texas home-rule municipality**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2021.

City of Garland, Texas, a Texas home-rule municipality

By: _____

Scott Lemay, Mayor of Garland

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared, Scott Lemay, Mayor of City of Garland, Texas, a Texas home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2021.

Notary Public in and for the State of Texas

EASEMENT 1
ONCOR ELECTRIC DELIVERY COMPANY LLC
15' OVERHEAD ELECTRIC EASEMENT
0.1137 ACRES OUT OF
CALLED 373.526 ACRE TRACT
J.M. HAMILTON SURVEY, ABSTRACT NO. 544
TOWN OF GARLAND,
DALLAS COUNTY, TEXAS

Being a 4,955.25 square foot (0.1137 acre) tract of land situated in the J.M. Hamilton Survey, Abstract No. 544, City of Garland, Dallas County, Texas and being a part of Lot 6, Chas. L. Joyce, R.E. Alexander, J.F. Tucker and A.R. Davis Subdivision, an addition to the City of Garland, Dallas County, Texas according to the plat recorded in Volume 2, Page 101, Map Records, Dallas County, Texas (M.R.D.C.T.) and being part of a called 373.526 acre tract of land described in a Warranty Deed to the City of Garland recorded in Volume 85194, Page 4295, (D.R.D.C.T.) and being more particularly described as follows:

COMMENCING at 1/2" iron rod found near an old fallen fence post for the east corner of a called 50.555 acre tract described in a Special Warranty Deed to GWB - Cherokee Land Company, LLC recorded in Instrument Number 201800268129, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and for the north corner of a called 1.8703 acre tract described in a Special Warranty Deed to GWB - Cherokee Land Company LLC recorded in Document Number 201800268129, O.P.R.D.C.T. and for the west corner of a called 172.287 acre tract described in a Special Warranty Deed with Vendor's Lien to Liberty Grove Rowlett Holdings, LLC recorded in Document Number 201200052145, O.P.R.D.C.T. and for the south corner of said 373.526 acre tract;

THENCE North 45° 02' 04" East (Called South 45° 14' 22" West), along the southeast line of said 373.526 acre tract and the northwest line of said 172.287 acre tract, a distance of 2,504.51 feet (called 2496.83 feet) to a 1/2" iron rod with yellow cap (illegible) found in the centerline of Princeton Road (variable width right-of-way) and in the southwest line of a called 226.549 acre tract described as Tract F in a Special Warranty Deed to Rowlett Princeton Park, L.P. recorded in Volume 93117, Page 2370, D.R.D.C.T. and for the north corner of said 172.287 acre tract and for the southeast corner of said 373.526 acre tract, from which a 3/8" iron rod found in the southwest line of said 226.549 acre tract, for the northerly northeast corner of said 172.287 acre tract, and for the north corner of a called 3.066 acre tract described in a Quitclaim Deed to City of Rowlett, Texas recorded in Document Number 201800153802, O.P.R.D.C.T. bears South 45° 09' 45" East (called South 45° 19' 43" East), along the center line of said Princeton Road, a distance of 346.21 feet;

THENCE North 45° 36' 12" West (called South 45° 19' 53" East) along the centerline of said Princeton Road and said Lot 6 and the southwest line of said 226.549 acre tract and the northeast line of said 373.526 acre tract, passing at a distance of 787.67 feet, a 1/2" iron rod found for the southwestern corner of said 226.549 acre tract and the south corner of a called 8.296 acre tract described in a Special Warranty Deed to City of Rowlett, recorded in Volume 92187, Page 3315, D.R.D.C.T., continuing along said Lot 6 and the southwest line of said 8.296 acre tract, passing at a distance of 99.75 feet, a point for the southwest corner of said 8.296 acre tract, continuing along the northeast line of said 373.526 acre tract for a total distance of 1640.40 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the east corner of said 0.1137 acre easement tract and for the **POINT OF BEGINNING**;

THENCE over and across said 373.526 acre tract the following courses and distances:

South 44° 23' 48" West, perpendicular to the northeast line of said 373.526 acre tract, a distance of 15.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the south corner of said 0.1137 acre easement tract;

North 45° 36' 12" West, 15.00 feet from and parallel to the northeast line of said 373.526 acre tract, a distance of 330.35 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the west corner of said 0.1137 acre easement tract;

North 44° 23' 48" East, perpendicular to the northeast line of said 373.526 acre tract, a distance of 15.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set in the northeast line of said 373.526 acre tract and for the north corner of said 0.1137 acre easement tract;

THENCE South 45° 36' 12" East (called South 45° 19' 53" East) along the northeast line of said 373.526 acre tract, a distance of 330.35 feet to the **POINT OF BEGINNING** and containing 4,955.25 square feet (0.1137 acres), more or less.

EASEMENT 2
ONCOR ELECTRIC DELIVERY COMPANY LLC
UNDERGROUND FACILITIES EASEMENT
0.1538 ACRES OUT OF
CALLED 373.526 ACRE TRACT
J.M. HAMILTON SURVEY, ABSTRACT NO. 544
TOWN OF GARLAND,
DALLAS COUNTY, TEXAS

Being a 6,700.49 square foot (0.1538 acre) tract of land situated in the J.M. Hamilton Survey, Abstract No. 544, City of Garland, Dallas County, Texas and being a part of Lot 6, Chas. L. Joyce, R.E. Alexander, J.F. Tucker and A.R. Davis Subdivision, an addition to the City of Garland, Dallas County, Texas according to the plat recorded in Volume 2, Page 101, Map Records, Dallas County, Texas (M.R.D.C.T.) and being part of a called 373.526 acre tract of land described in a Warranty Deed to the City of Garland recorded in Volume 85194, Page 4295, (D.R.D.C.T.) and being more particularly described as follows:

COMMENCING at 1/2" iron rod found near an old fallen fence post for the east corner of a called 50.555 acre tract described in a Special Warranty Deed to GWB - Cherokee Land Company, LLC recorded in Instrument Number 201800268129, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and for the north corner of a called 1.8703 acre tract described in a Special Warranty Deed to GWB - Cherokee Land Company LLC recorded in Document Number 201800268129, O.P.R.D.C.T. and for the west corner of a called 172.287 acre tract described in a Special Warranty Deed with Vendor's Lien to Liberty Grove Rowlett Holdings, LLC recorded in Document Number 201200052145, O.P.R.D.C.T. and for the south corner of said 373.526 acre tract;

THENCE North 45° 02' 04" East (Called South 45° 14' 22" West), along the southeast line of said 373.526 acre tract and the northwest line of said 172.287 acre tract, a distance of 2,504.51 feet (called 2496.83 feet) to a 1/2" iron rod with yellow cap (illegible) found in the centerline of said Princeton Road (variable width right-of-way) and in the southwest line of a called 226.549 acre tract described in a Special Warranty Deed to Rowlett Princeton Park, L.P. recorded in Volume 93117, Page 2370, D.R.D.C.T. and for the north corner of said 172.287 acre tract and for the southeast corner of said 373.526 acre tract, from which a 3/8" iron rod found in the southwest line of said 226.549 acre tract, for the northerly northeast corner of said 172.287 acre tract, and for the north corner of a called 3.066 acre tract described in a Quitclaim Deed to City of Rowlett, Texas recorded in Document Number 201800153802, O.P.R.D.C.T. bears South 45° 09' 45" East (called South 45° 19' 43" East), along the center line of said Princeton Road, a distance of 346.21 feet;

THENCE North 45° 36' 12" West (called South 45° 19' 53" East) along the centerline of said Princeton Road and said Lot 6 and the southwest line of said 226.549 acre tract and the northeast line of said 373.526 acre tract, passing at a distance of 787.67 feet, a 1/2" iron rod found for the southwestern corner of said 226.549 acre tract and the south corner of a called 8.296 acre tract described in a Special Warranty Deed to City of Rowlett, recorded in Volume 92187, Page 3315, D.R.D.C.T., continuing along the southwest line of said 8.296 acre tract, passing at a distance of 99.75 feet, a point for the southwest corner of said 8.296 acre tract, continuing along the northeast line of said Lot 6 and said 373.526 acre tract, passing at a distance of 1640.40 a 1/2" iron rod with yellow cap stamped "WCG" for the southeast

corner of Easement 1 Overhead Electric Easement, continuing for a total distance of 1925.93 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the northeast corner of said 0.1538 acre easement tract and for the **POINT OF BEGINNING**;

THENCE over and across said 373.526 acre tract the following courses and distances:

South 38° 58' 53" West departing from the northeast line of said 373.526 acre tract, a distance of 98.11 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the easterly corner of said 0.1538 acre easement tract;

South 36° 07' 19" West, a distance of 69.31 feet to a point for the northerly southeasterly corner of said 0.1538 acre easement tract;

South 44° 38' 45" West, a distance of 12.76 feet to a "X" set in concrete for the easterly southeasterly of said 0.1538 acre easement tract;

South 45° 48' 32" West, a distance of 3.83 feet to a "X" set in concrete for the southerly southeasterly corner of said 0.1538 acre easement tract;

South 45° 10' 05" West, a distance of 20.37 feet to a "X" set in concrete for the south corner of said 0.1538 acre easement tract;

North 45° 21' 15" West, a distance of 19.74 feet to a "X" set in concrete for the southwest corner of said 0.1538 acre easement tract;

North 44° 38' 45" East, a distance of 11.22 feet to a "X" set in concrete for the southwesterly corner of said 0.1538 acre easement tract;

North 05° 59' 04" East, a distance of 35.67 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the westerly corner of said 0.1538 acre easement tract;

North 49° 52' 23" East, a distance of 61.75 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the northerly corner of said 0.1538 acre easement tract;

North 31° 13' 15" East, a distance of 105.26 feet to a 1/2" iron rod with yellow cap stamped "WCG" set in the northeast line of said 373.526 acre tract and for the north corner of said 0.1538 acre easement tract;

THENCE South 45° 36' 12" East (called South 45° 19' 53" East) along the northeast line of said 373.526 acre tract, a distance of 41.14 feet to the **POINT OF BEGINNING** and containing 6,700.49 square feet (0.1538 acres), more or less.

**EASEMENT 3
ONCOR ELECTRIC DELIVERY COMPANY LLC
TRANSFORMER EASEMENT
0.0202 ACRES OUT OF
CALLED 373.526 ACRE TRACT
J.M. HAMILTON SURVEY, ABSTRACT NO. 544
TOWN OF GARLAND,
DALLAS COUNTY, TEXAS**

Being a 880.13 square foot (0.0202 acre) tract of land situated in the J.M. Hamilton Survey, Abstract No. 544, City of Garland, Dallas County, Texas and being a part of Lot 6, Chas. L. Joyce, R.E. Alexander, J.F. Tucker and A.R. Davis Subdivision, an addition to the City of Garland, Dallas County, Texas according to the plat recorded in Volume 2, Page 101, Map Records, Dallas County, Texas (M.R.D.C.T.) and being part of a called 373.526 acre tract of land described in a Warranty Deed to the City of Garland recorded in Volume 85194, Page 4295, (D.R.D.C.T.) and being more particularly described as follows:

COMMENCING at 1/2" iron rod found near an old fallen fence post for the east corner of a called 50.555 acre tract described in a Special Warranty Deed to GWB - Cherokee Land Company, LLC recorded in Instrument Number 201800268129, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and for the north corner of a called 1.8703 acre tract described in a Special Warranty Deed to GWB - Cherokee Land Company LLC recorded in Document Number 201800268129, O.P.R.D.C.T. and for the west corner of a called 172.287 acre tract described in a Special Warranty Deed with Vendor's Lien to Liberty Grove Rowlett Holdings, LLC recorded in Document Number 201200052145, O.P.R.D.C.T. and for the south corner of said 373.526 acre tract;

THENCE North 45° 02' 04" East (Called South 45° 14' 22" West), along the southeast line of said 373.526 acre tract and the northwest line of said 172.287 acre tract, a distance of 2,504.51 feet (called 2496.83 feet) to a 1/2" iron rod with yellow cap (illegible) found in the centerline of said Princeton Road (variable width right-of-way) and in the southwest line of a called 226.549 acre tract described in a Special Warranty Deed to Rowlett Princeton Park, L.P. recorded in Volume 93117, Page 2370, D.R.D.C.T. and for the north corner of said 172.287 acre tract and for the southeast corner of said 373.526 acre tract, from which a 3/8" iron rod found in the southwest line of said 226.549 acre tract, for the northerly northeast corner of said 172.287 acre tract, and for the north corner of a called 3.066 acre tract described in a Quitclaim Deed to City of Rowlett, Texas recorded in Document Number 201800153802, O.P.R.D.C.T. bears South 45° 09' 45" East (called South 45° 19' 43" East), along the center line of said Princeton Road, a distance of 346.21 feet;

THENCE North 45° 36' 12" West (called South 45° 19' 53" East) along the centerline of said Princeton Road and said Lot 6 and the southwest line of said 226.549 acre tract and the northeast line of said 373.526 acre tract, passing at a distance of 787.67 feet, a 1/2" iron rod found for the southwestern corner of said 226.549 acre tract and the south corner of a called 8.296 acre tract described in a Special Warranty Deed to City of Rowlett, recorded in Volume 92187, Page 3315, D.R.D.C.T., continuing along the southwest line of said 8.296 acre tract, passing at a distance of 99.75 feet, a point for the southwest corner of said 8.296 acre tract, continuing along the northeast line of said Lot 6 and said 373.526 acre tract, passing at a distance of 1640.40 a 1/2" iron rod with yellow cap stamped "WCG" for the southeast

corner of Easement 1 Overhead Electric Easement, continuing for a total distance of 1906.76 feet to a point;

THENCE over and across said 373.526 acre tract the following courses and distances:

South 44° 23' 48" West, perpendicular to the northeast line of said 373.526 acre tract, a distance of 179.02 feet to a "X" set in concrete for the east corner of said 0.0202 acre easement tract and for the **POINT OF BEGINNING**;

South 45° 48' 32" West, a distance of 3.83 feet to a "X" set in concrete for the southeasterly corner of said 0.0202 acre easement tract;

South 45° 10' 05" West, a distance of 30.20 feet to "X" set in concrete for the south corner of said 0.0202 acre easement tract;

North 45° 21' 15" West, a distance of 25.71 feet to "X" set in concrete for the west corner of said 0.0202 acre easement tract;

North 44° 38' 45" East, a distance of 34.03 feet to "X" set in concrete for the north corner of said 0.0202 acre easement tract;

THENCE South 45° 21' 15" East, a distance of 26.06 feet to the **POINT OF BEGINNING** and containing 880.13 square feet (0.0202 acres), more or less.

Survey map of even date accompanies this description below.

Basis of Bearings: Texas Coordinate System of 1983, North Central Zone, NAD83 (2011) EPOCH 2010.00, (Geoid18) based on real time kinematic observations utilizing Allterra's RTKNET VRS network.

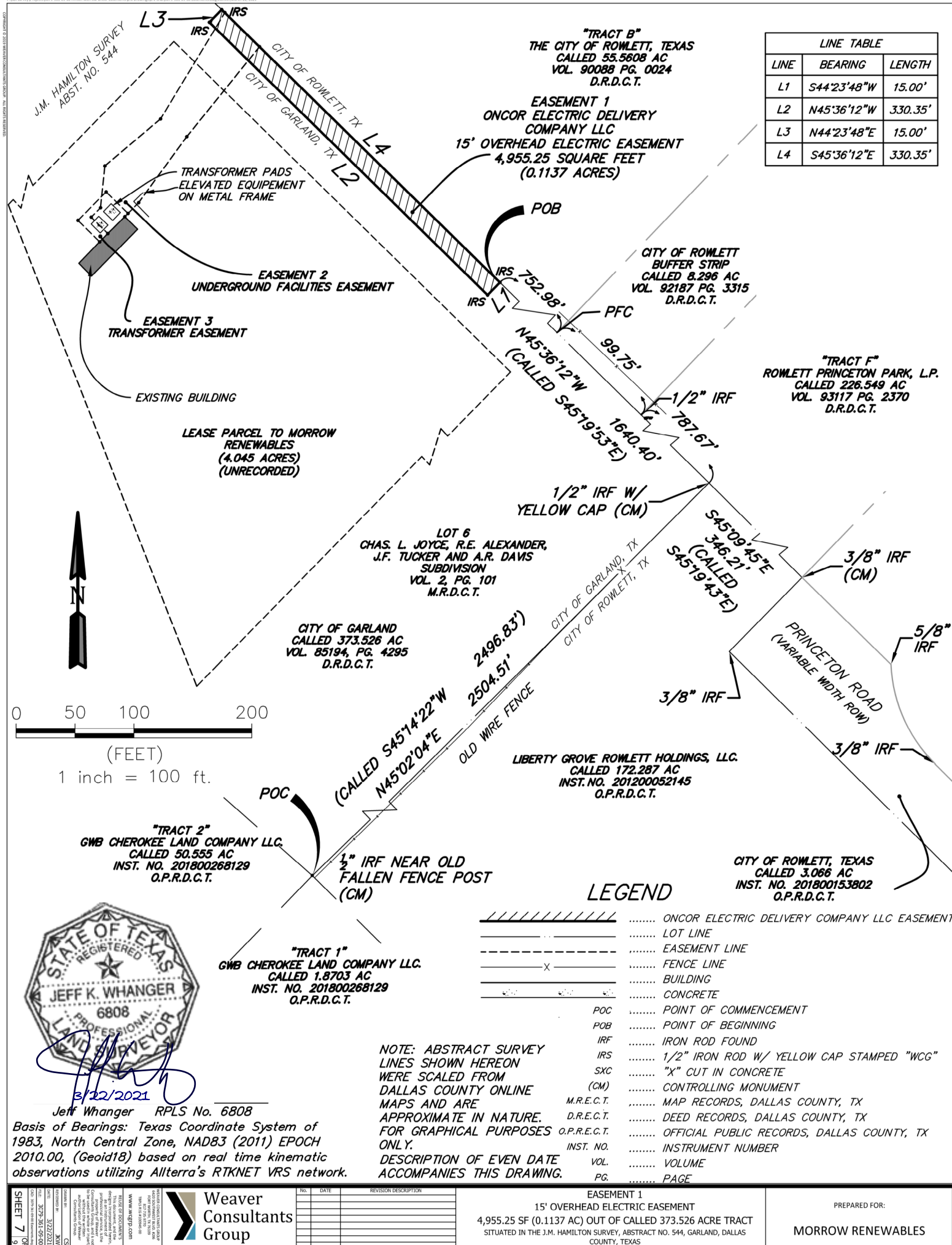
Weaver Consultants Group
305 East Virginia St | Suite 301
McKinney, TX 75069
817-735-9770
TBPLS REG# No. 10095400
TBPE REG# F- 3727



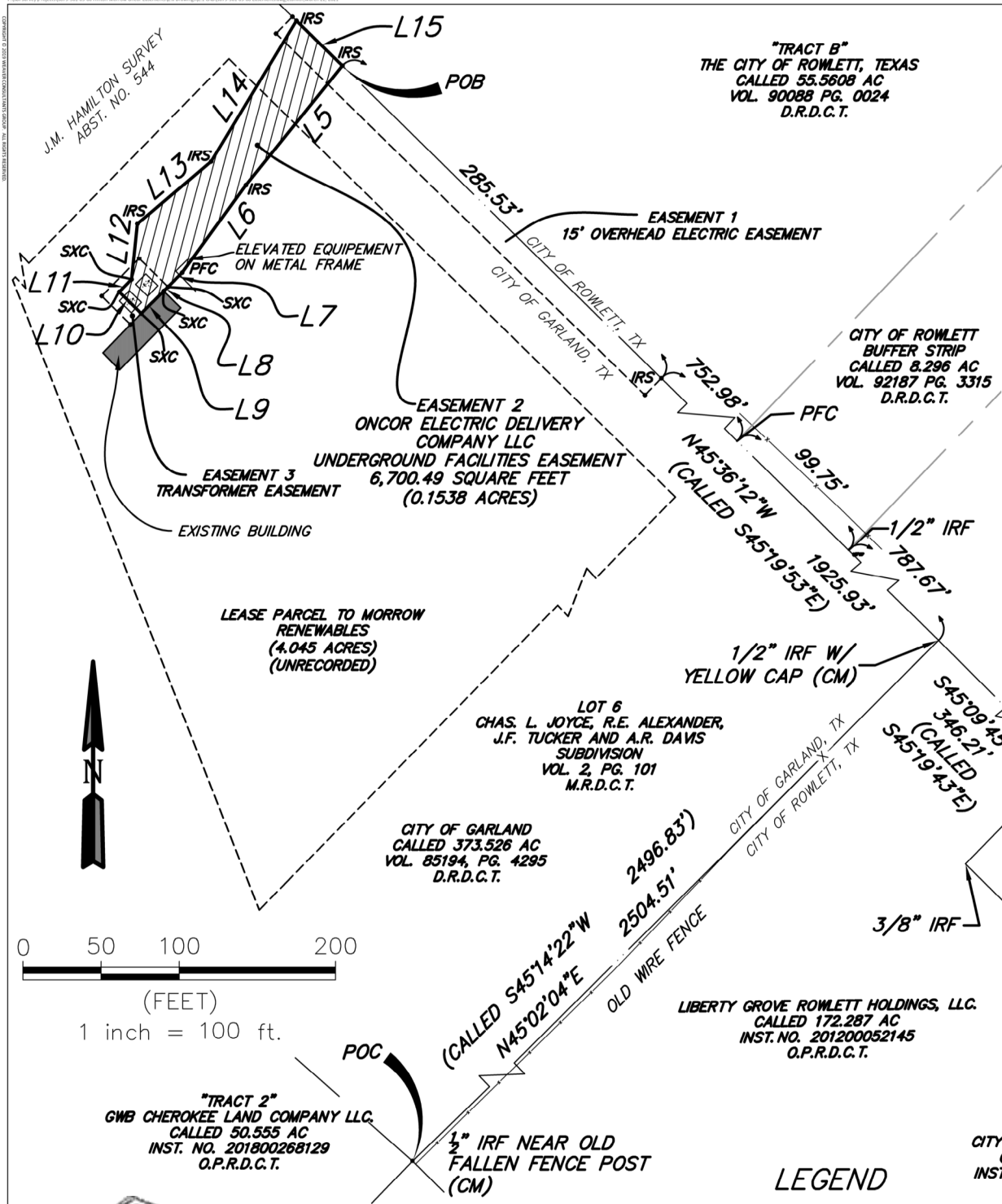
Jeff K. Whanger
3/22/2021

RPLS No. 6808

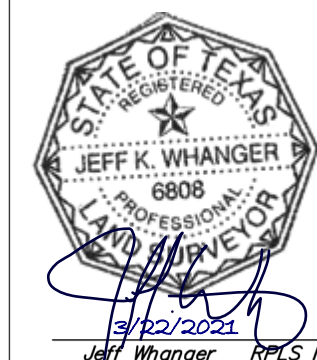
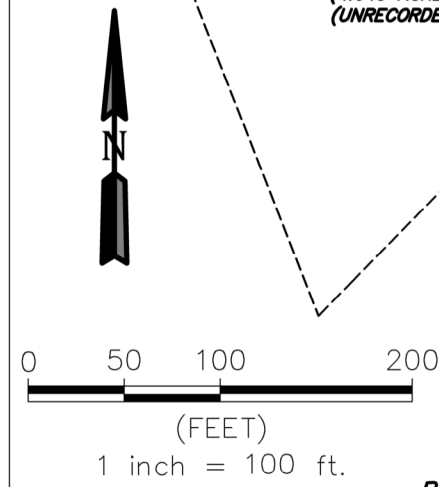
P:\JMH Survey\Projects\5079-361-00-00 Home Monitor (Drawn)\5079-361-00-00 Easement.dwg (2021-04-01 10:02)



J.M. HAMILTON SURVEY
ABST. NO. 544



LINE TABLE		
LINE	BEARING	LENGTH
L5	S38°58'53\"W	98.11'
L6	S36°07'19\"W	69.31'
L7	S44°38'45\"W	12.76'
L8	S45°48'32\"W	3.83'
L9	S45°10'05\"W	20.37'
L10	N45°21'15\"W	19.74'
L11	N44°38'45\"E	11.22'
L12	N5°59'04\"E	35.67'
L13	N49°52'23\"E	61.75'
L14	N31°13'15\"E	105.26'
L15	S45°36'12\"E	41.14'



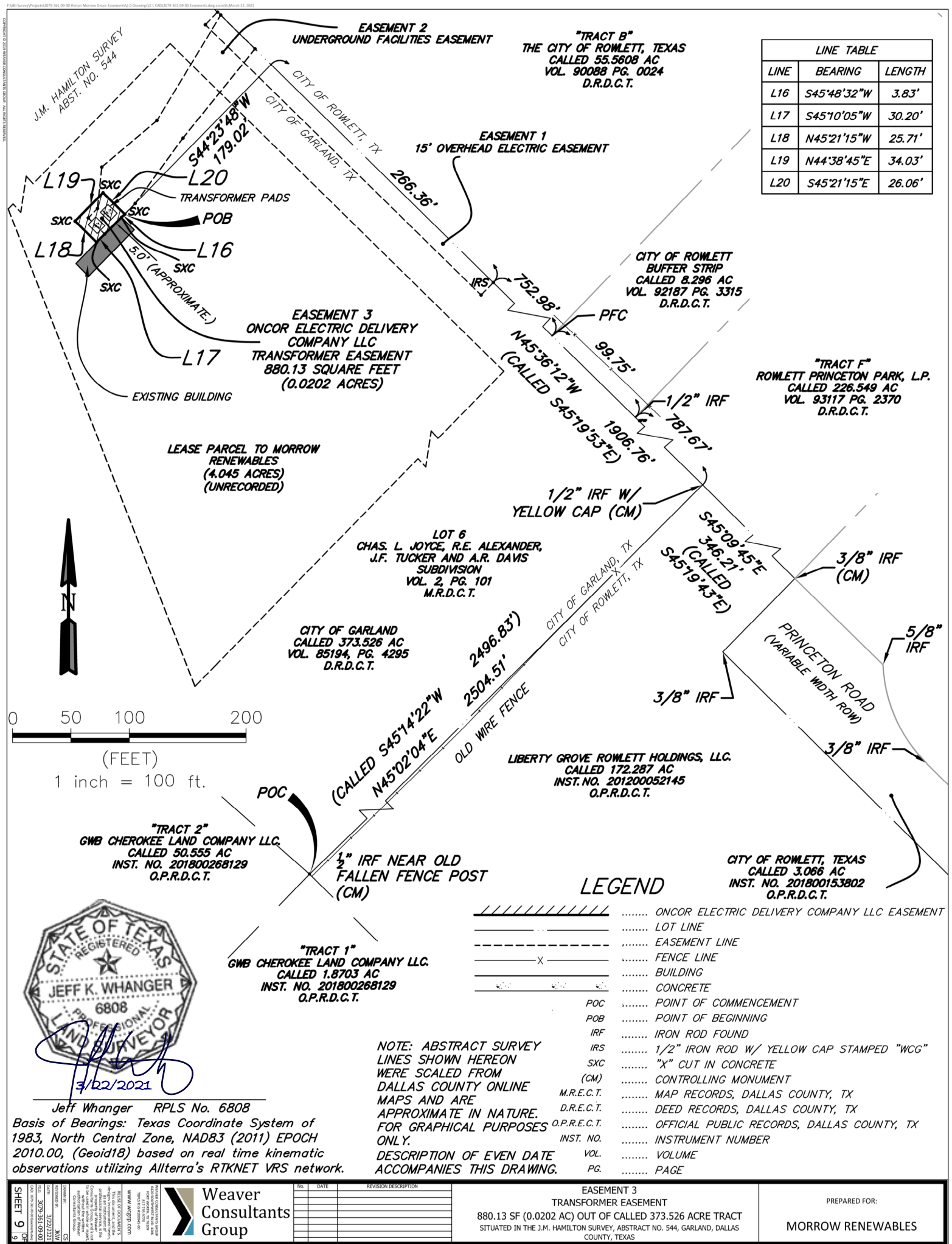
Basis of Bearings: Texas Coordinate System of 1983, North Central Zone, NAD83 (2011) EPOCH 2010.00, (Geoid18) based on real time kinematic observations utilizing Allterra's RTKNET VRS network.

NOTE: ABSTRACT SURVEY LINES SHOWN HEREON WERE SCALED FROM DALLAS COUNTY ONLINE MAPS AND ARE APPROXIMATE IN NATURE. FOR GRAPHICAL PURPOSES ONLY.
DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

LEGEND

- ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT
- LOT LINE
- EASEMENT LINE
- FENCE LINE
- BUILDING
- CONCRETE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- IRF IRON ROD FOUND
- IRS 1/2" IRON ROD W/ YELLOW CAP STAMPED "WCG"
- SXC "X" CUT IN CONCRETE
- (CM) CONTROLLING MONUMENT
- M.R.E.C.T. MAP RECORDS, DALLAS COUNTY, TX
- D.R.E.C.T. DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
- INST. NO. INSTRUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

LINE TABLE		
LINE	BEARING	LENGTH
L16	S45°48'32"W	3.83'
L17	S45°10'05"W	30.20'
L18	N45°21'15"W	25.71'
L19	N44°38'45"E	34.03'
L20	S45°21'15"E	26.06'



	Weaver Consultants Group	
	4545 E. CONALTA LANE, SUITE 400 DENVER, COLORADO 80231 TEL: 303.755.2000 FAX: 303.755.2001 WWW.WCGP.COM	
TITLE OF DOCUMENT: This document, and the information contained herein, is the property of Weaver Consultants Group. It is to be used only for the project identified above, and is not to be re-used or published without the written authorization of Weaver Consultants Group.		
DRAWING NO.: AK CONTRACT NO.: 3079-361-05-00 DATE: 3/21/2012 DRAWN BY: JO CHECKED BY: AK	SHEET 9 OF 9	

NOTE: ABSTRACT SURVEY
LINES SHOWN HEREON
WERE SCALED FROM
DALLAS COUNTY ONLINE
MAPS AND ARE
APPROXIMATE IN NATURE.
FOR GRAPHICAL PURPOSES
ONLY.

DESCRIPTION OF EVEN DATE
ACCOMPANIES THIS DRAWING.

LEGEND

- | | |
|--------------|--|
| | ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT |
| | LOT LINE |
| | EASEMENT LINE |
| | FENCE LINE |
| | BUILDING |
| | CONCRETE |
| POC | POINT OF COMMENCEMENT |
| POB | POINT OF BEGINNING |
| IRF | IRON ROD FOUND |
| IRS | 1/2" IRON ROD W/ YELLOW CAP STAMPED "WCG" |
| SXC | "X" CUT IN CONCRETE |
| (CM) | CONTROLLING MONUMENT |
| M.R.E.C.T. | MAP RECORDS, DALLAS COUNTY, TX |
| D.R.E.C.T. | DEED RECORDS, DALLAS COUNTY, TX |
| O.P.R.E.C.T. | OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX |
| INST. NO. | INSTRUMENT NUMBER |
| VOL | VOLUME |
| PG. | PAGE |

WEAVER CONSULTANTS GROUP
 10000 W. 10th Avenue, Suite 200
 Denver, Colorado 80202
 TEL: 303.755.0000
 FAX: 303.755.0001
 WWW.WCGP.COM



**Weaver
Consultants
Group**

DATE: **3/21/2008**

BY: **AK**

PROJECT NO: **3079-361-00-00**

SHEET **9** OF **10**

LIST OF DOCUMENTS

This document, and the documents listed below, are an integral part of the contract documents for the project of Weaver Consultants Group. It is the responsibility of Weaver Consultants Group to provide the documents to be used in the project. The documents listed below are the documents that are the responsibility of Weaver Consultants Group.

[illegible]

EASEMENT 3
FORMER EASEMENT
OUT OF CALLED 373.526 ACRE TRACT
ON SURVEY, ABSTRACT NO. 544, GARLAND, DALLAS
COUNTY, TEXAS

PREPARED FOR:

MORROW RENEWABLES

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: _____

R/W#: _____

PIPELINE AND ABOVEGROUND FACILITIES EASEMENT

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

§

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned, (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purposes of:

- (i) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the routes of, abandoning in place and removing at will, in whole or in part, a pipeline or pipelines and the appurtenances thereto (collectively, the "Pipelines"), for the transportation of oil, gas, lignite and other fluids or substances, or any of them, and the products thereof, together with such above ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other appurtenances as may be necessary or convenient in the operation of said Pipelines, over, across, under and upon the area described as "Pipeline Easement" on Exhibit "A" attached hereto and made a part hereof (collectively, the "Pipeline Easement Area");
- (ii) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground pipeline or pipelines and the appurtenances thereto, including, without limitation, valves, fittings, metering facilities, pigging facilities, pressure regulating facilities, cathodic protection equipment, communication facilities, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Facilities Easement Area (as defined herein), aerial markers, and other appurtenances as may be necessary or convenient in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the

lands more particularly described, and labeled as “Surface Site” on Exhibit “A” attached hereto and made a part hereof for all purposes (collectively, the “Facilities Easement Area”); and

- (iii) vehicular and pedestrian ingress to and egress from the Facilities Easement Area and Pipeline Easement Area along and upon the land more particularly described as the “Access Easement” on Exhibit “B” attached hereto and made a part hereof (the “Access Easement Area”).

Grantee’s Pipelines, Aboveground Facilities, and improvements to the Access Easement Area are collectively referred to as Grantee’s “Easement Facilities.” The areas comprising the Pipeline Easement Area, the Facilities Easement Area, and the Access Easement Area are collectively referred to as the “Easement Area.”

Grantee shall also be entitled to use temporary workspace as described in Exhibit “A” (the “Temporary Workspace”) to carry out the initial construction of the Easement Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee’s right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Easement Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the exact location of its Pipelines within the Pipeline Easement Area and its Aboveground Facilities within the Facilities Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor’s adjacent or additional lands to or from the Easement Area in the event that Grantee cannot, within its sole discretion, reasonably access the Easement Area by staying within the boundaries of same.
2. Grantor shall have no access rights on, under, or over the Facilities Easement Area. Further, Grantor shall not obstruct Grantee’s use of the Access Easement Area.
3. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.
4. The aforesaid consideration includes any and all damages that may be sustained by the original construction of the Easement Facilities, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction Grantee will pay to the owner of the land and, if leased, to his tenant, as they may be respectively entitled, actual damages done to fences and growing crops by reason of entry to repair, maintain and remove the Pipelines, or for any future construction, including but not limited to the laying of additional future Pipelines. Should the amount of such damages contemplated by this paragraph not be agreed upon by Grantor and Grantee, then the amount of such damages shall be determined by final and binding arbitration before three disinterested arbitrators, with one arbitrator being

appointed by Grantor, one arbitrator being appointed by Grantee, and the third arbitrator being appointed by the two other arbitrators. If not unanimous, the award may be determined by any two of the three arbitrators and shall be in writing and shall be non-appealable. A judgment upon any award rendered by the arbitrators may be entered by any state or federal court having jurisdiction thereof. Further, the aforesaid consideration includes the right of Grantee to install additional, future pipelines and appurtenances as Grantee, in its sole discretion, may determine to be necessary or convenient.

5. Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of the Easement Facilities and to remove possible present or future hazards to the Easement Facilities, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of the Easement Facilities.
6. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.
7. Grantor and Grantee agree that the failure to assert any right under this Pipeline and Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Pipeline and Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 5 above.
8. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline and Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline and Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline and Aboveground Facilities Easement has been negotiated by the parties, and this Pipeline and Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed

<Signature pages to follow>

EXECUTED this _____ day of _____, 2021.

City of Garland, Texas, a Texas home-rule municipality

By:

Scott Lemay, Mayor of Garland

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires: _____

Exhibit B

**ACCESS EASEMENT
7.536 ACRES OUT OF A
CALLED 95.133 ACRE TRACT AND A CALLED 373.526 ACRE TRACT, SITUATED IN
THE F.T. GAINES SURVEY, ABSTRACT NO. 497, JOHN T. MOORE SURVEY, ABSTRACT NO. 963, AND THE
J.M. HAMILTON SURVEY, ABSTRACT NO. 544
CITY OF GARLAND,
DALLAS COUNTY, TEXAS**

Being a 328,261.43 square foot (7.536 acre) tract of land situated in the F.T. Gaines Survey, Abstract No. 497, John T. Moore Survey, Abstract No. 963, and the J.M. Hamilton Survey, Abstract No. 544, City of Garland, Dallas County, Texas and being part of a called 95.133 acre tract of land described in a Special Warranty Deed to the City of Garland, Texas recorded in Volume 94153, Page 6294, Deed Records, Dallas County, Texas (D.R.D.C.T.) and part of a called 373.526 acre tract of land described in a Warranty Deed to the City of Garland, Texas recorded in Volume 85194, Page 4295 D.R.D.C.T. and being a part of lots 1-6 of the Chas. L. Joyce, R.E. Alexander, J.F. Tucker and A.R. Davis Subdivision, an addition to the City of Garland, Dallas County, Texas, according to the plat recorded in Volume 2, Page 101, of the Map Records, Dallas County, Texas (M.R.D.C.T.) and being more particularly described as follows:

COMMENCING at 3/8" iron rod found in the southwest right-of-way line of Elm Grove Road (60 foot right-of-way) and for the northwest corner of a called 11.854 acre tract of land described in a Special Warranty Deed to City of Garland, Texas recorded in Volume 90225, Page 1766 D.R.D.C.T. and for the northeast corner of said 95.133 acre tract, from which a 1/2" iron rod found in southwest right-of-way line of said Elm Grove Road, for the north corner of a called 7.028 acre tract described in a Special Warranty Deed to Waterview Community Association, Inc. recorded in Volume 2002056, Page 5589 D.R.D.C.T. and for the northeast corner of said 11.854 acre tract bears South 45° 17' 53" East (called South 45° 00' 00"), a distance of 200.48 feet (called 200.00 feet);

THENCE North 45° 21' 22" West (called North 44° 57' 46" West) along the southwest line of said right-of-way and with the northeast line of said 95.133 acre tract, a distance of 52.83 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the **POINT OF BEGINNING**.

THENCE over and across said Lots 1-6 and said 95.133 acre tract and said 373.526 acre tract the following courses and distances:

South 73° 30' 58" West, a distance of 53.10 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 44° 17' 21" West, a distance of 526.09 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 24° 29' 58" West, a distance of 115.28 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 44° 15' 01" West, a distance of 335.34 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 45° 26' 35" East, a distance of 23.06 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 45° 19' 32" West, a distance of 102.10 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 45° 20' 42" West, a distance of 47.71 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the beginning of a tangent curve to the left;

Westerly, along said tangent curve to the left having a radius of 5.00 feet, a delta angle of 90° 10' 25", for an arc length of 7.87 feet, with a chord that bears South 89° 34' 06" West a distance of 7.08 feet, to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 44° 28' 54" West, a distance of 151.04 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 45° 46' 47" West, a distance of 11.90 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 44° 30' 40" West, a distance of 220.35 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 43° 46' 43" East, a distance of 11.48 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 44° 39' 19" West, a distance of 151.83 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 50° 09' 54" West, a distance of 42.08 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 44° 32' 55" West, passing at a distance of 893.76 feet a point in the southwest line of said 95.133 acre tract and in the northerly northeast line of said 373.526 acre tract, continuing for a total distance of 3,558.47 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 45° 25' 19" West, a distance of 902.60 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the beginning of a tangent curve to the left;

Southerly, along said tangent curve to the left having a radius of 75.00 feet, a delta angle of 83° 23' 05", for an arc length of 109.15 feet, with a chord that bears South 03° 43' 47" West a distance of 99.77 feet, to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 37° 57' 45" East, a distance of 78.49 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 45° 12' 05" East, a distance of 505.50 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 45° 34' 00" East a distance of 439.86 feet to a 1/2" iron rod with yellow cap stamped "WCG" set, from which a 1/2" iron found for the western corner of a called 77.700 acre tract described as Golf Course Tract No. 1 in a special warranty deed with Right of Reverter to City of Rowlett, Texas recorded in Volume 97198, Page 1984, (D.R.D.C.T.) bears South 46° 12' 27" East a distance of 753.26 feet;

South 44° 24' 53" West, 40.00 feet from and parallel to the southeast line of a 4.045 acre lease parcel to Morrow Renewables (Unrecorded), a distance of 182.66 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 45° 35' 07" West, perpendicular to the southeast line of said 4.045 acre lease parcel, a distance of 40.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 44° 24' 53" East, along the southeast line of said 4.045 acre lease parcel, a distance of 142.68 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the east corner of said 4.045 acre lease parcel;

North 45° 34' 00" West, along the northeast line of said 4.045 acre lease parcel, a distance of 400.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the north corner of said 4.045 acre lease parcel;

North 45° 12' 05" West, departing from said 4.045 acre lease parcel, a distance of 508.16 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the beginning of a tangent curve to the right;

Northerly, along said tangent curve to the right having a radius of 115.00 feet, a delta angle of 83° 23' 05", for an arc length of 167.36 feet, with a chord that bears North 03° 43' 47" East a distance of 152.98 feet, to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 45° 25' 20" East, a distance of 902.29 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 44° 32' 55" East, passing at a distance of 2,664.22 feet a point in the northerly northeast line of said 373.526 acre tract and the southwest line of said 95.133 acre tract, continuing for a total distance of 4,180.08 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 16° 12' 14" East, a distance of 51.33 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 44° 23' 21" East, a distance of 348.57 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 55° 30' 01" East, a distance of 103.35 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 44° 40' 47" East, a distance of 521.51 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

North 12° 34' 59" East, a distance of 59.17 feet to a 1/2" iron rod with yellow cap stamped "WCG" set in the northeast line of said 95.133 acre tract and the southwest line of said Elm Grove Road, from which a 1/2" iron rod found in southwest right-of-way line of said Elm Grove Road, for the northeast corner of a called 74.262 acre tract of land described in a Warranty Deed with Vendor's Lien to HSB Holdings, Inc. recorded in Instrument Number 200600334879, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and for the north corner of said 95.133 acre tract bears North 45° 21' 22" West (called North 44° 57' 46" West), a distance of 1,441.54 feet;

South 45° 21' 22" East (called North 44° 57' 46" West) along the southwest right-of-way line of said Elm Grove Road and the northeast line of said 95.133 acre tract a distance of 93.46 feet to the **POINT OF BEGINNING** and containing 328,261.43 square feet (7.536 acres), more or less.

Survey map of even date accompanies this description below.

Basis of Bearings: Texas Coordinate System of 1983, North Central Zone, NAD83 (2011) EPOCH 2010.00, (Geoid18) based on real time kinematic observations utilizing Allterra's RTKNET VRS network.

Weaver Consultants Group
6420 Southwest Blvd. | Suite 206
Fort Worth, TX 76109
817-735-9770
TBPLS REG# No. 10095400
TBPE REG# F- 3727



Jeff K. Whanger

RPLS No. 6808

\\Fs08\sc\map\map\0270-360-15-00 - 1480\Survey\Access\Open\0270-360-15-00\Access\print\map\0270-360-15-00\0270-360-15-00.dwg

CURVE TABLE (SHEET 5)						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CH. BRG.	CHORD
C1	90°10'25"	5.00'	5.02'	7.87'	S89°34'06"W	7.08'

LINE TABLE (SHEET 5)		
LINE	BEARING	LENGTH
L1	N45°21'22"W	52.83'
L2	S73°30'58"W	53.10'
L3	S24°29'58"W	115.28'
L4	S44°15'01"W	335.34'
L5	S45°26'35"E	23.06'
L6	S45°19'32"W	102.10'
L7	N45°20'42"W	47.71'
L8	S44°28'54"W	151.04'
L9	N45°46'47"W	11.90'
L10	S44°30'40"W	220.35'
L11	S43°46'43"E	11.48'
L12	S44°39'19"W	151.83'
L13	S50°09'54"W	42.08'
L19	N16°12'14"E	51.33'
L20	N55°30'01"E	103.35'
L21	N12°34'59"E	59.17'
L22	S45°21'22"E	93.46'

HSB HOLDINGS, INC.
CALLED 74.262 AC
INST. NO. 200600334879
O.P.R.D.C.T.

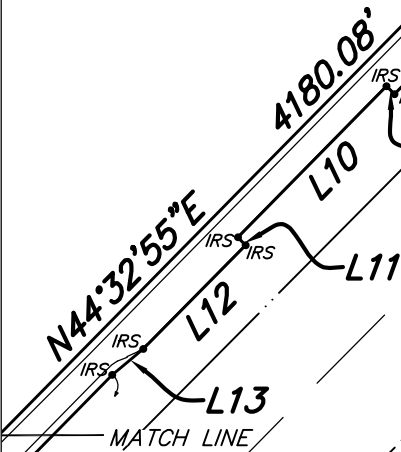


"TRACT G"
CITY OF GARLAND, TEXAS
CALLED 95.133 AC
VOL. 94153 PG. 6294
D.R.D.C.T.



(FEET)

1 inch = 200 ft.



NOTE: ABSTRACT SURVEY LINES SHOWN HEREON WERE
SCALED FROM DALLAS COUNTY ONLINE MAPS AND ARE
APPROXIMATE IN NATURE. FOR GRAPHICAL PURPOSES ONLY.
BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE, NAD83 (2011) EPOCH 2010.00,
(GEOID18) BASED ON REAL TIME KINEMATIC OBSERVATIONS
UTILIZING ALLTERRA'S RTKNET VRS NETWORK.

LEGEND

.....	LOT/PROPERTY LINE
-----	EASEMENT LINE
- X - X - X -	FENCE LINE
----- E -----	OVERHEAD ELECTRIC LINES
⊙	POWER POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
IRF	IRON ROD FOUND
IRS	1/2" IRON ROD SET W/ YELLOW CAP STAMPED "WCG"
(CM)	CONTROLLING MONUMENT
M.R.D.C.T.	MAP RECORDS, DALLAS COUNTY, TX
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE



Jeff Whanger RPLS No. 6808

DESCRIPTION OF EVEN
DATE ACCOMPANIES
THIS MAP

CITY OF GARLAND
CALLED 373.526 AC
VOL. 85194, PG. 4295
D.R.D.C.T.

LOT 5

LOT 5

LOTS 1-6 (APPROXIMATE)
CHAS. L. JOYCE, R.E. ALEXANDER, J.F.
TUCKER AND A.R. DAVIS SUBDIVISION
VOL. 2, PG. 101
M.R.D.C.T.

N4

CITY OF GARLAND
2664.22'
2664.71'

CITY OF ROWLETT

Jeff Whanger RPLS No. 6808

DESCRIPTION OF EVEN DATE
ACCOMPANIES THIS MAP

*"TRACT G"
CITY OF GARLAND, TEXAS
CALLED 95.133 AC
VOL. 94153 PG. 6294
D.R.D.C.T.*

ACCESS EASEMENT
328,261.43 SQUARE FEET
(7.536 ACRES)

TRACT "A"
CITY OF GARLAND, TEXAS
CALLED 11.854 AC
VOL. 90225 PG. 1766
D.R.D.C.T.

100' ELECTRIC UTILITY
TRANSMISSION FACILITIES
EASEMENT
CITY OF GARLAND
VOL. 76288 PG 1831

"TRACT A"
THE CITY OF ROWLETT, TEXAS
CALLED 70.5889 AC
VOL. 90088 PG. 0029
D.R.D.C.T.

LEGEND

..... LOT/PROPERTY LINE
..... EASEMENT LINE
..... FENCE LINE
..... OVERHEAD ELECTRIC LINES
..... POWER POLE
..... POINT OF COMMENCEMENT
..... POINT OF BEGINNING
..... IRON ROD FOUND
..... 1/2" IRON ROD SET W/ YELLOW CAP STAMPED "WCG"
..... CONTROLLING MONUMENT
..... MAP RECORDS, DALLAS COUNTY, TX
..... DEED RECORDS, DALLAS COUNTY, TX
..... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
..... INSTRUMENT NUMBER
..... VOLUME
..... PAGE

NOTE: ABSTRACT SURVEY LINES SHOWN HEREON
WERE SCALED FROM DALLAS COUNTY ONLINE MAPS
AND ARE APPROXIMATE IN NATURE. FOR GRAPHICAL
PURPOSES ONLY.

BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE, NAD83 (2011) EPOCH 2010.00,
(GEOID18) BASED ON REAL TIME KINEMATIC OBSERVATIONS
UTILITIZING ALLTERRA'S RTKNET VRS NETWORK.

ACCESS EASEMENT

7.536 ACRES OUT OF A CALLED 95.133 ACRE TRACT AND
A CALLED 373.526 ACRE TRACT, SITUATED IN
THE F.T. GAINES SURVEY, ABSTRACT NO. 497, JOHN T. MOORE SURVEY, ABSTRACT NO. 963,
AND THE J.M. HAMILTON SURVEY, ABSTRACT NO. 544
CITY OF GARLAND AND CITY OF ROWLETT, DALLAS COUNTY, TEXAS

PREPARED FOR:

ATMOS

MATCH LINE

JAMES HAMILTON SURVEY
ABSTRACT NO. 544

"TRACT B"
THE CITY OF ROWLETT, TEXAS
CALLED 55.5608 AC
VOL. 90088 PG. 24
D.R.D.C.T.

LINE TABLE (SHEET 8)		
LINE	BEARING	LENGTH
L15	S44°24'53"W	182.66'
L16	N45°35'07"W	40.00'
L17	N44°24'53"E	142.68'

ACCESS EASEMENT
328,261.43 SQUARE FEET
(7.536 ACRES)

LEASE PARCEL TO
MORROW
RENEWABLES
(4.045 ACRES)
(UNRECORDED)

BUFFER STRIP
CITY OF ROWLETT
CALLED 8.296 AC
VOL. 92187 PG. 3315
D.R.D.C.T.

TRACT 2
LONE STAR
PIPELINE EASEMENT
CALLED 6.715 AC
VOL. 97238 PG. 4633
D.R.D.C.T.

PROPOSED ABOVE GROUND
FACILITIES EASEMENT
(BY SEPARATE INSTRUMENT)

CITY OF GARLAND
CALLED 373.526 AC
VOL. 85194, PG. 4295
D.R.D.C.T.

LOT 6 (APPROXIMATE)
CHAS. L. JOYCE, R.E.
ALEXANDER, J.F. TUCKER
AND A.R. DAVIS SUBDIVISION
VOL. 2, PG. 101
M.R.D.C.T.

PROPOSED 50' PIPELINE EASEMENT
(BY SEPARATE INSTRUMENT)

PROPOSED 25' TEMPORARY
CONSTRUCTION EASEMENT
(BY SEPARATE INSTRUMENT)

GOLF COURSE
TRACT NO. 1
CITY OF ROWLETT, TEXAS
CALLED 77.700 AC
VOL. 97198 PG. 1984
D.R.D.C.T.

LEGEND

.....	LOT/PROPERTY LINE
-----	EASEMENT LINE
- X - X - X -	FENCE LINE
- E -	OVERHEAD ELECTRIC LINES
○	POWER POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
IRF	IRON ROD FOUND
IRS	1/2" IRON ROD SET W/ YELLOW CAP STAMPED "WCG"
(CM)	CONTROLLING MONUMENT
M.R.D.C.T.	MAP RECORDS, DALLAS COUNTY, TX
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE

0 100 200 400

(FEET)

1 inch = 200 ft.

NOTE: ABSTRACT SURVEY LINES SHOWN
HEREON WERE SCALED FROM DALLAS COUNTY
ONLINE MAPS AND ARE APPROXIMATE IN
NATURE. FOR GRAPHICAL PURPOSES ONLY.
BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE, NAD83 (2011) EPOCH 2010.00,
(GEOID18) BASED ON REAL TIME KINEMATIC OBSERVATIONS
UTILIZING ALLTERRA'S RTKNET VRS NETWORK.

DESCRIPTION OF EVEN
DATE ACCOMPANIES
THIS MAP



Jeff Whanger RPLS No. 6808

10' EASEMENT
DAL-ROCK WATER
SUPPLY CORPORATION
VOL. 941, PG. 419
& CITY OF ROWLETT
VOL. 75085 PG. 823

CALLED 172.287 AC
LIBERTY GROVE ROWLETT
HOLDINGS, LLC
INST. NO. 201200052145
O.P.R.D.C.T.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: April 19, 2021
Item Title: 2020-21 Budget Amendment No. 3
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2020-21 Adopted Budget in order to appropriate available funds to supply 300 doses of Narcan Nasal Spray for Police Officers.

OPTIONS

- A. Approve Budget Amendment No. 3 as proposed.
- B. Do not approve Budget Amendment No. 3.

RECOMMENDATION

Option (A) – Approve Budget Amendment No. 3 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 4, 2021 Regular Meeting.

BACKGROUND

The Police Department is requesting \$15,000 to supply 300 doses of Narcan Nasal Spray for Police Officers. The use of fentanyl by drug dealers and drug users is increasing, which creates a significant Officer safety issue when Officers come in contact with the potent, lethal substance.

Budget Amendment No. 3 proposes to increase the Narcotic Seizure Fund's FY 2020-21 appropriations by \$15,000 to supply Narcan Nasal Spray to Police Officers. Funding for this request will come from excess fund balance reserves and higher-than-anticipated revenue awarded year-to-date.

2020-21 Narcotic Seizure Adopted Budget	\$180,160
Proposed One-Time Expenditure for Narcan Nasal Spray Doses	15,000
2020-21 Narcotic Seizure Revised Budget	\$195,160

CONSIDERATION

Staff seeks the Council's concurrence for approving the proposed amendment to the 2020-21 Adopted Budget.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: April 19, 2021

Item Title: Administrative Service Committee Pending Items Report

Submitted By: Matt Watson, Finance Director

Strategic Focus Areas: Sound Governance and Finances

ISSUE

At the November 30th, 2020 Work Session, Council Member Rich Aubin requested that the Administrative Service Committee (ASC) consider drafting a pending item report to provide periodic updates to Council on what items are in committee, how the items were referred to the committee and the status of those items in committee.

CONSIDERATION

The attached Administrative Service Committee Pending Items Report is attached to inform Council of the current status of the items referred to the committee.

Attachments

ASC Committee - Pending Items List

**Administrative Services Committee
Pending Items List
Update for 4/19/21 Council Work Session**

Robert J. Smith – District 8, Chairman
 Jerry Nickerson – District 3
 Ricky McNeal– District 1
 Rene Dowl, City Secretary, Staff Liaison
 Matt Watson, Managing Director of Financial Services, Staff Liaison

Item	Assigned by Council	Current Status
1. Garland Foundation for Development	Councilwoman Morris at 09/14/20 Work Session	Initially discussed by committee on 1/21/21. Follow-up discussion in committee on 3/11/21 meeting. Item voted on by committee and will be scheduled on a future Work Session for Council discussion.
2. Donation Handling	Councilman Bookhout at 10/12/20 Work Session	Initially discussed by committee on 1/21/21. Follow-up discussion in committee on 3/11/21 meeting. Item voted on by committee and will be scheduled on a future Work Session for Council discussion
3. Council Policy Review	Annual Review	Initially discussed by committee on 1/21/21. Follow-up discussion in committee on 3/11/21 meeting. Item voted on by committee and will be scheduled on a future Work Session for Council discussion
4. Senior / Homestead Exemption Rates	Annual Review	Initially discussed by committee on 1/21/21. Follow-up discussion in committee on 3/11/21 meeting. Item voted on by committee and will be scheduled on a future Work Session for Council discussion
5. Reporting on items pending in Committee	Councilman Aubin at 11/30/2020 Work Session	Initially discussed by committee on 1/21/21. Follow-up discussion in committee on 3/11/21 meeting. Item voted on by committee and will be scheduled on a future Work Session for Council discussion.
6. City Council Ethics Ordinance	Councilman Aubin at 2/2/20 Work Session	Initially discussed by committee on 3/11/21. Item pending further discussion at next Committee meeting in May.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: April 19, 2021

Item Title: DART Presentation on the Redesign of the Bus Network

Summary of Request/Problem

DART staff will update Council on the proposed redesign of the Transportation Agency's Bus Network.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

DART Bus Network Redesign & January 2022 Service Changes

DARTzoom Bus Network Redesign and January 2022 Service Changes

Garland City Council
April 19, 2022

Rob Smith, Interim Vice President
Service Planning



Introduction

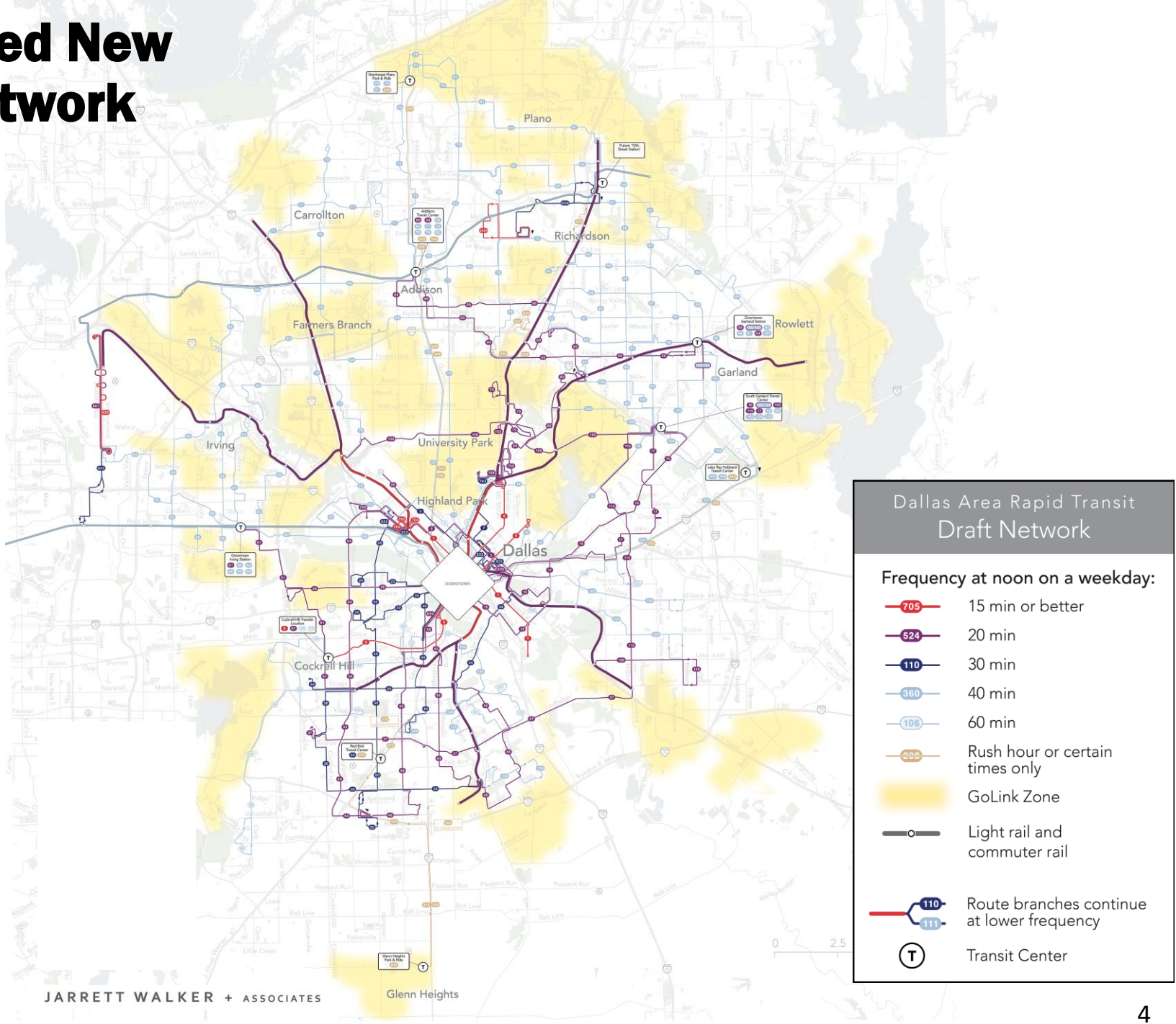
- DART has started public review of a Draft Final Bus Network Plan and associated January 2022 service change proposals
- Both are the result of the Bus Network Redesign process that started in 2019
- This presentation highlights key elements of the Plan and proposed changes

Proposed Bus Network Plan

- The current draft bus network with GoLink zones is shown on the next slide
- It is designed to improve service (frequency, hours) in the areas with the heaviest ridership potential, while providing GoLink coverage in areas where demand for service is lightest
- Fixed routes are more widely-spaced (some routes farther apart), with a ridership-oriented design, and more routes offer frequent service with longer operating hours (including weekends)
- Many new GoLink zones are proposed to maintain service coverage; more zones will have weekend service



Proposed New Bus Network



Frequency-Based Color Codes

Frequency Guide by Time of Day (based on midday frequency colors used on maps)

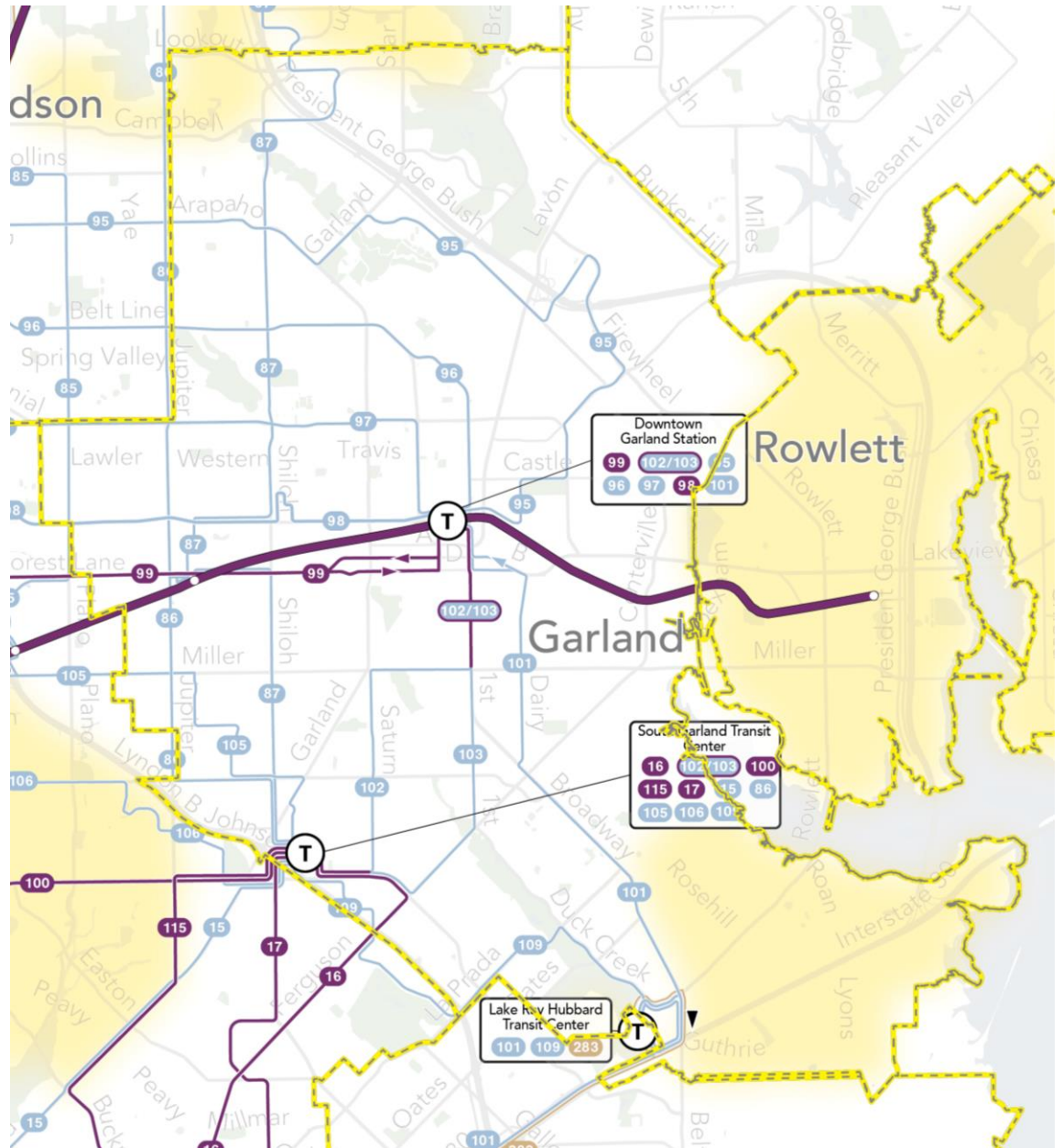
Red	Purple	WEEKDAY	Blue	Light Blue	Pale Blue
30	30	4:00-6:00 a.m.	30	40	40
15	15	6:00-9:00 a.m. (A.M. peak)	15	30	30
15	20	9:00 a.m.-3:00 p.m. (midday)	30	40	60
15	15	3:00-6:00 p.m. (P.M. peak)	15	30	30
15	20	6:00-10:00 p.m.	30	40	60
30	30	10:00 p.m.-1:00 a.m.	30	60	60
Red	Purple	WEEKEND	Blue	Light Blue	Pale Blue
30	30	4:00-10:00 a.m.	30	60	60
15	20	10:00 a.m.-7:00 p.m.	30	40	60
30	30	7:00 p.m.-1:00 a.m.	30	60	60
"Core Frequent" (Red & Purple) from 4:00 a.m.-1:00 a.m.			Service is from 5:00 a.m.-midnight		

Final schedules may vary slightly



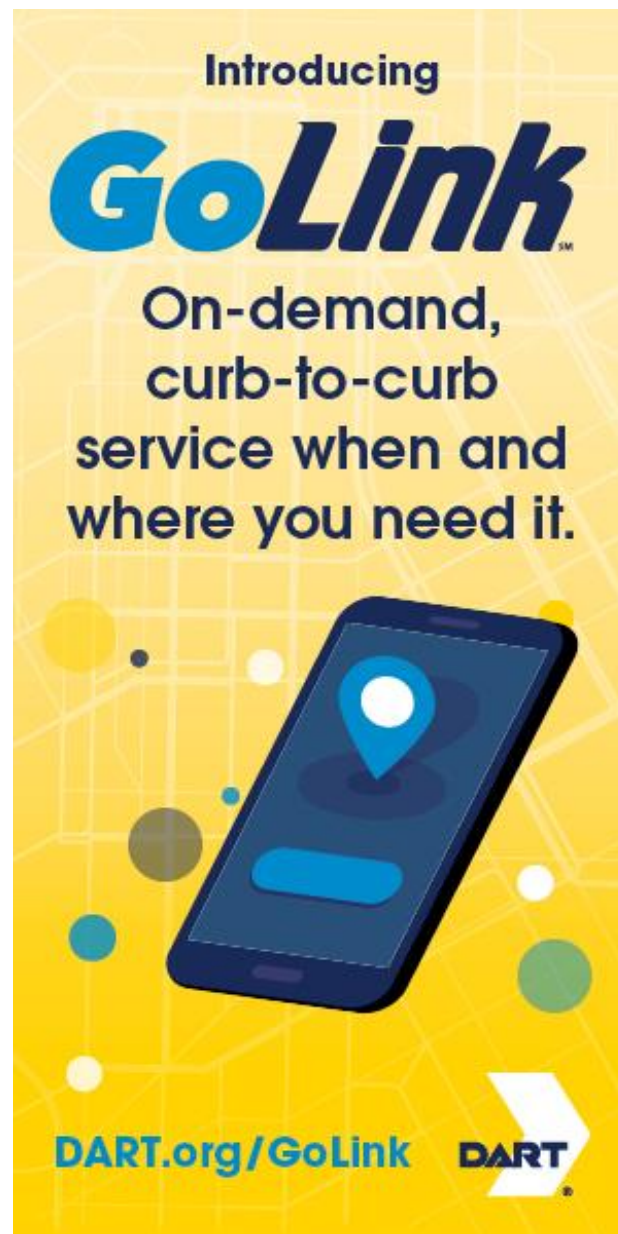
Proposed New Bus Network: Garland

- Many Garland routes operate on 30 peak/40 midday frequencies
- Expansion of service options at South Garland Transit Center
- SE Garland GoLink (started in October), plus some new service in northern edge of Garland
- A number of express trips to Lake Ray Hubbard continue on Broadway without transfer



GoLink Service

- DART fares can be used towards GoLink service
- UberPool available in all GoLink Zones
- Book a trip with the GoPass app or call 214-515-7272 to make a reservation



Service Frequency Changes

- There are many improvements – particularly for midday and off-peak service
- The chart on the right compares the January 2020 network and the New Network by midday frequency impact

Weekday Midday Frequency	% of Routes, January 2020 Service Levels	% of Routes, Proposed New Network
15 minutes or better	1%	4%
20 minutes or better	9%	30%
30 minutes or better	22%	40%
40 minutes or better	40%	84%

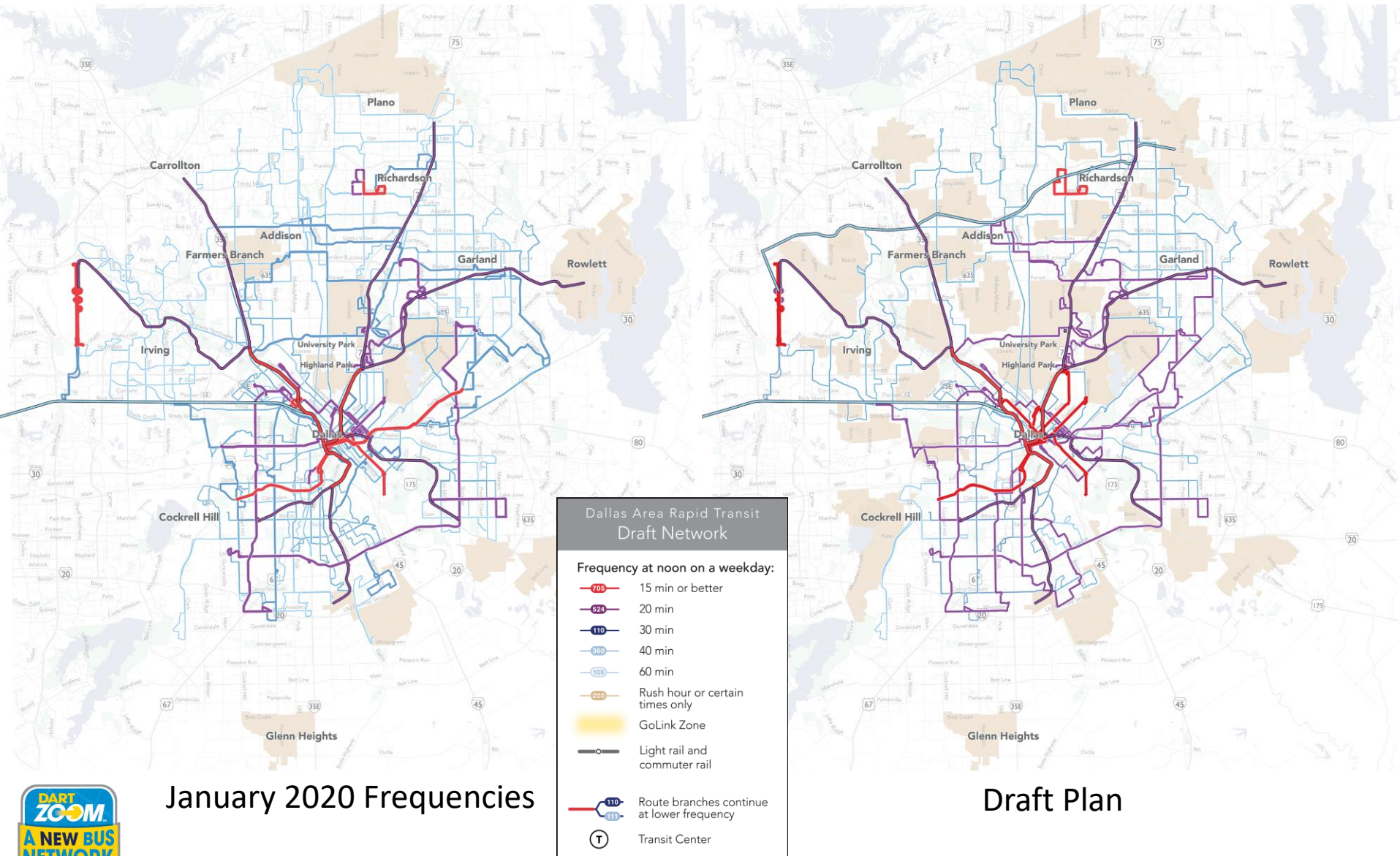
Percentages are cumulative

Service Frequency Changes

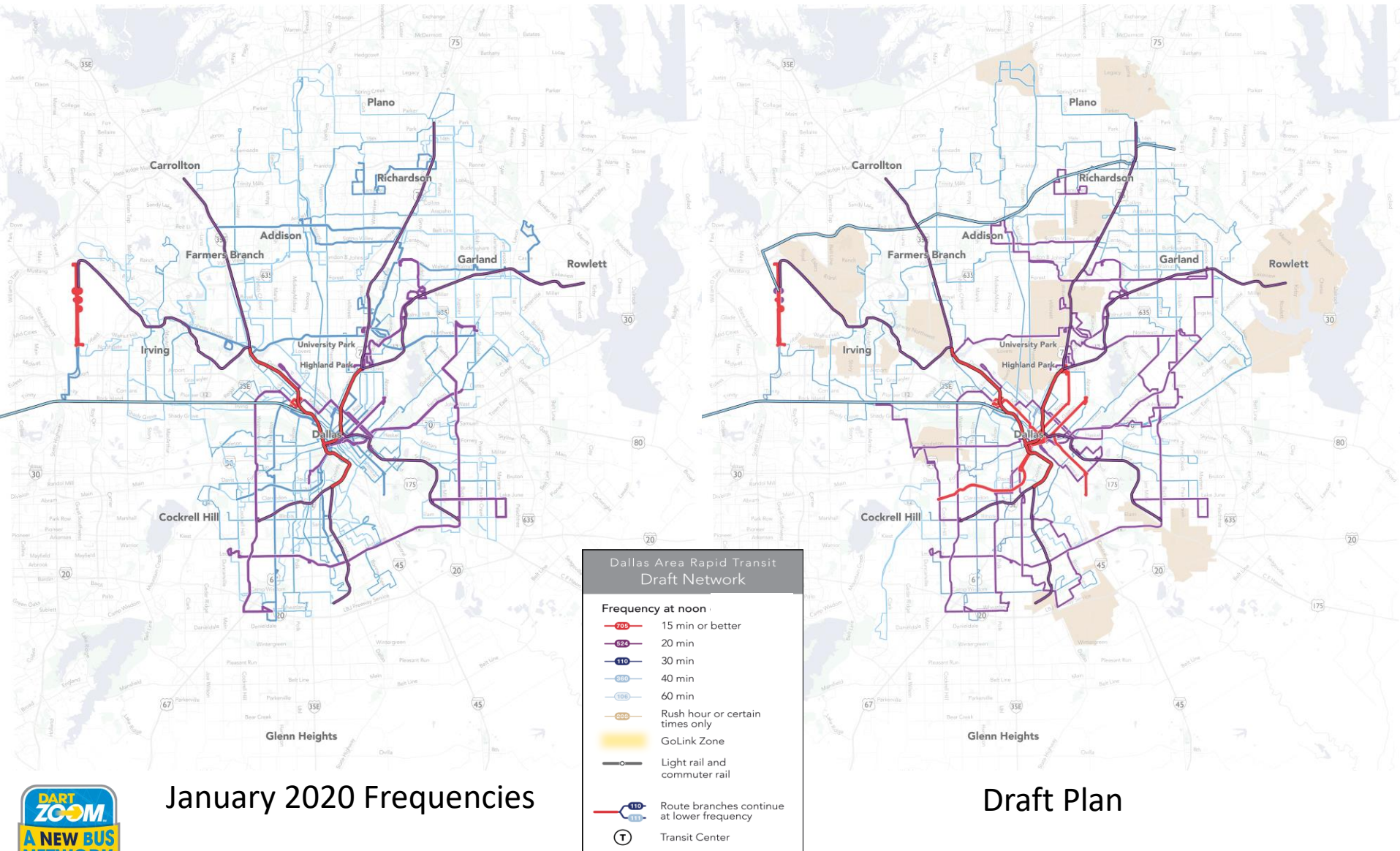
- There are 22 core frequent routes in the draft network compared to 7 in the current system (one new in Garland, and several extended to South Garland Transit Center)
- Core frequent routes operate with service frequencies similar to the light rail system
 - 15 minutes peak,
 - 20 minutes midday,
 - Never less than every 30 minutes,
 - And with wider service hours (4 a.m. -1 a.m.)
- Many other routes improved from current 60-minute off-peak service



Weekday Midday Frequency Comparison



Weekend Midday Frequency Comparison



Weekend Service Changes

- All 72 local routes would have both Saturday and Sunday service
- 5 express routes continue Weekday only service

DART-Funded Routes	Current Service	Draft Plan
Saturday	79%	94%
Sunday	68%	94%

- 13 GoLink zones would have Saturday service and 6 zones would have Sunday service
- SE Garland zone would have new Saturday service

DART-Funded GoLink Zones	Current Service	Draft Plan
Saturday	7%	46%
Sunday	7%	21%

Impact on Access to Service

- The draft Network improves overall coverage access to service, measured by residents, jobs, and people
- Overall, 74% of service area residents would have access to service within ½-mile weekday midday, compared to 68% for the existing network
- 70% of service area jobs would be located within ½-mile weekday midday, compared to 66% for the existing network

Bus Network Redesign Timeline

Timing	Bus Network Redesign Timeline
20Q1 Oct-Dec 2019	Project Kickoff Work on Draft Choices Report
20Q2 Jan-Mar 2020	Network Concept Design Public Involvement, Round 1
20Q3 Apr-Jun 2020	Public Involvement, Round 1
20Q4 Jul-Sep 2020	Ridership/Coverage Balance *
21Q1 Oct-Dec 2020	Ridership/Coverage Balance * Develop Draft Bus Network Plan
21Q2 Jan-Mar 2021	Complete Draft Bus Network Plan * Initiate Service Change Process *
21Q3 Apr-Jun 2021	Combined Public Involvement (Public Hearing on June 8)
21Q4 Jul-Sep 2021	Approve Service Changes (August 24) * Approve Bus Network Plan (August 24) *
22Q1 Oct-Dec 2021	Prepare for Implementation
22Q2 Jan-Mar 2022	Implementation January 24, 2022

We
are
here



* Board decision points; Board briefings and discussions normally monthly



DART Draft New Network survey

- Network Redesign Plan (www.dartzoom.org)
 - Interactive Maps
 - Draft Network Report
 - Survey available
 - 13 Questions



Details on Specific Routes, More Information

- For more detailed information please visit these links:
 - Public Meeting Brochure (<https://www.dart.org/meetings/publicmeetings.asp>)
 - Garland Virtual Public Meeting on Monday, May 24th at Noon
 - Other meetings throughout April, May, and early June
 - Network Redesign Plan (www.dartzoom.org)
 - To contact Service Planning staff directly, please e-mail to serviceplanning@dart.org



Questions?



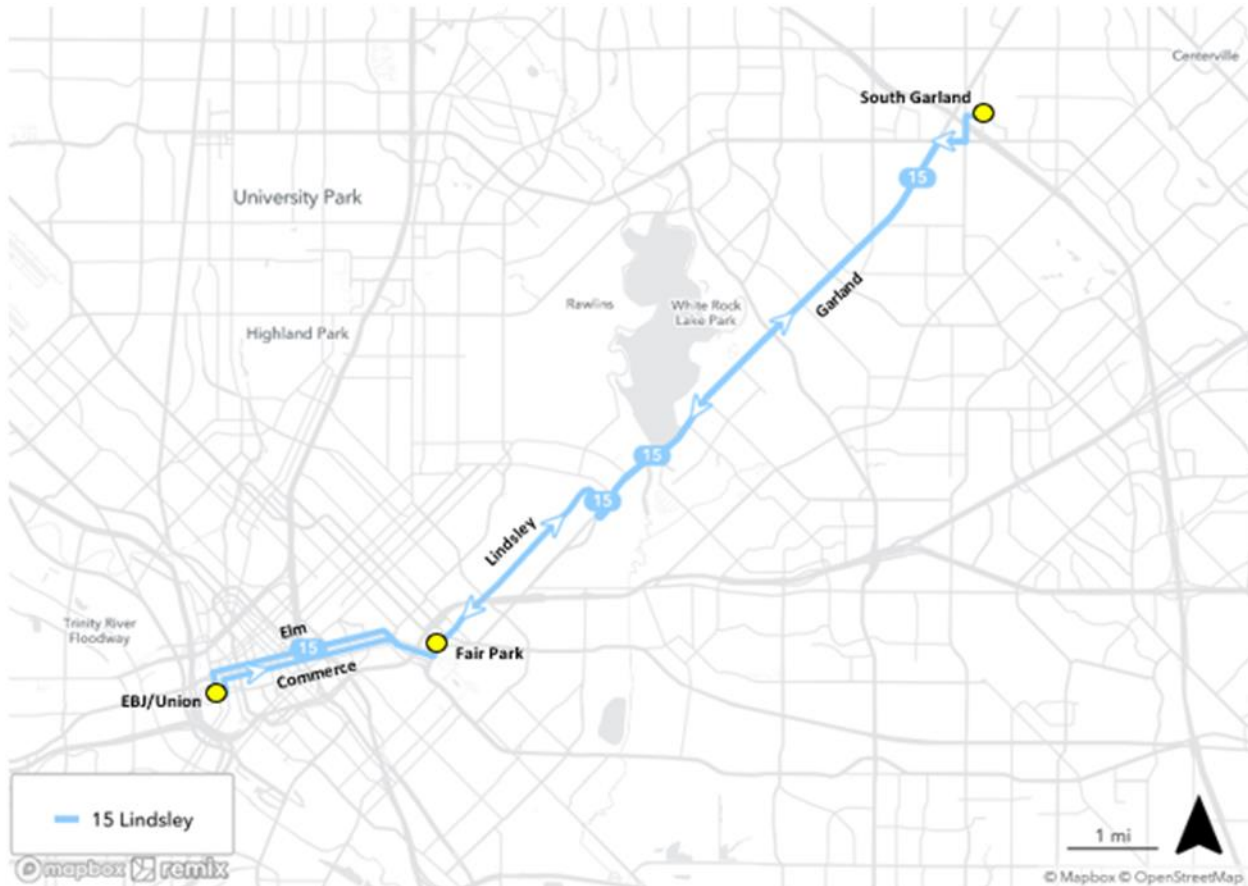
DART.org

A photograph of a city street with a blue and yellow bus in the center. The bus is facing away from the camera. The street is wet and reflective. Tall buildings line both sides of the street. A yellow rectangular box is superimposed over the bus, containing the text "Garland Routes" in bold blue font. In the background, a flag is visible on a pole. On the right, a sign for "North Texas Food Bank" is partially visible.

Garland Routes

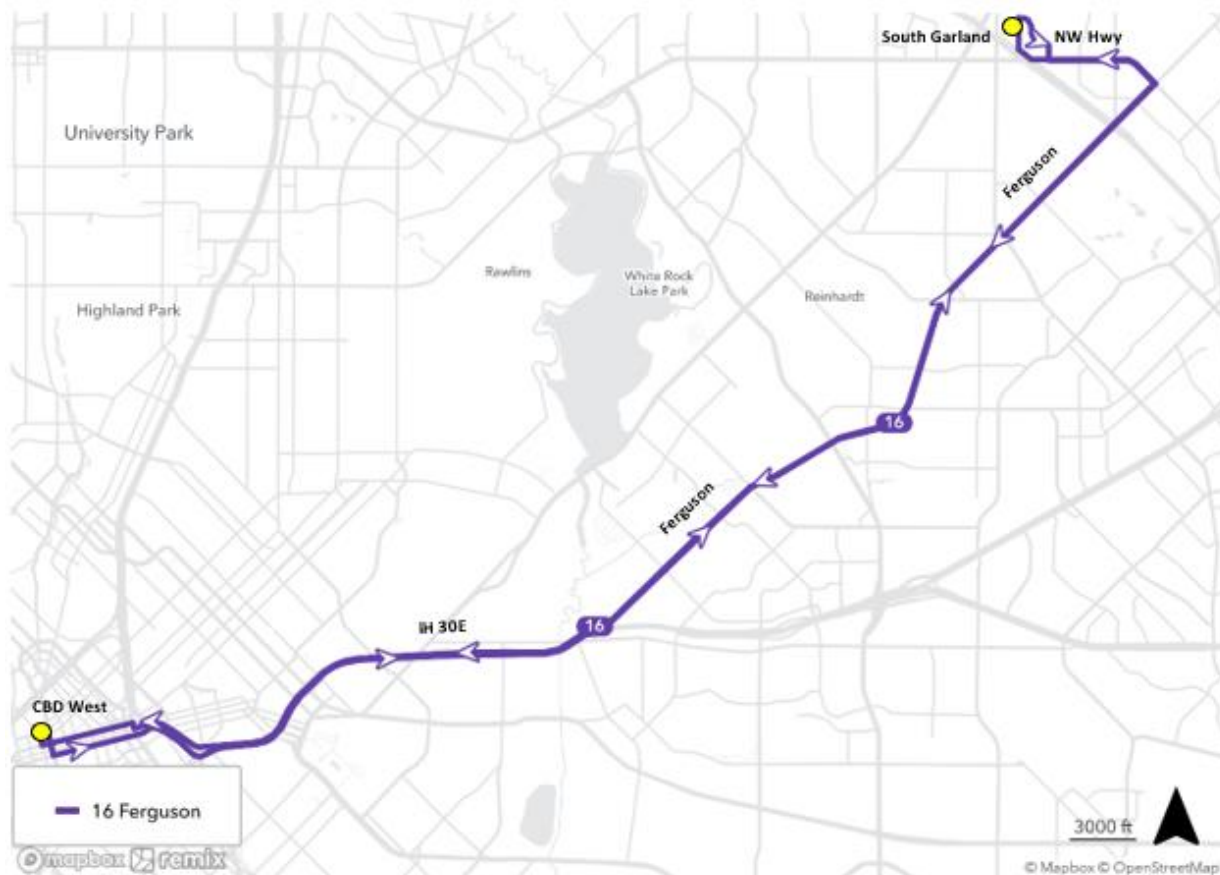
Route 15 Lindsley

No major changes from current Route 60.



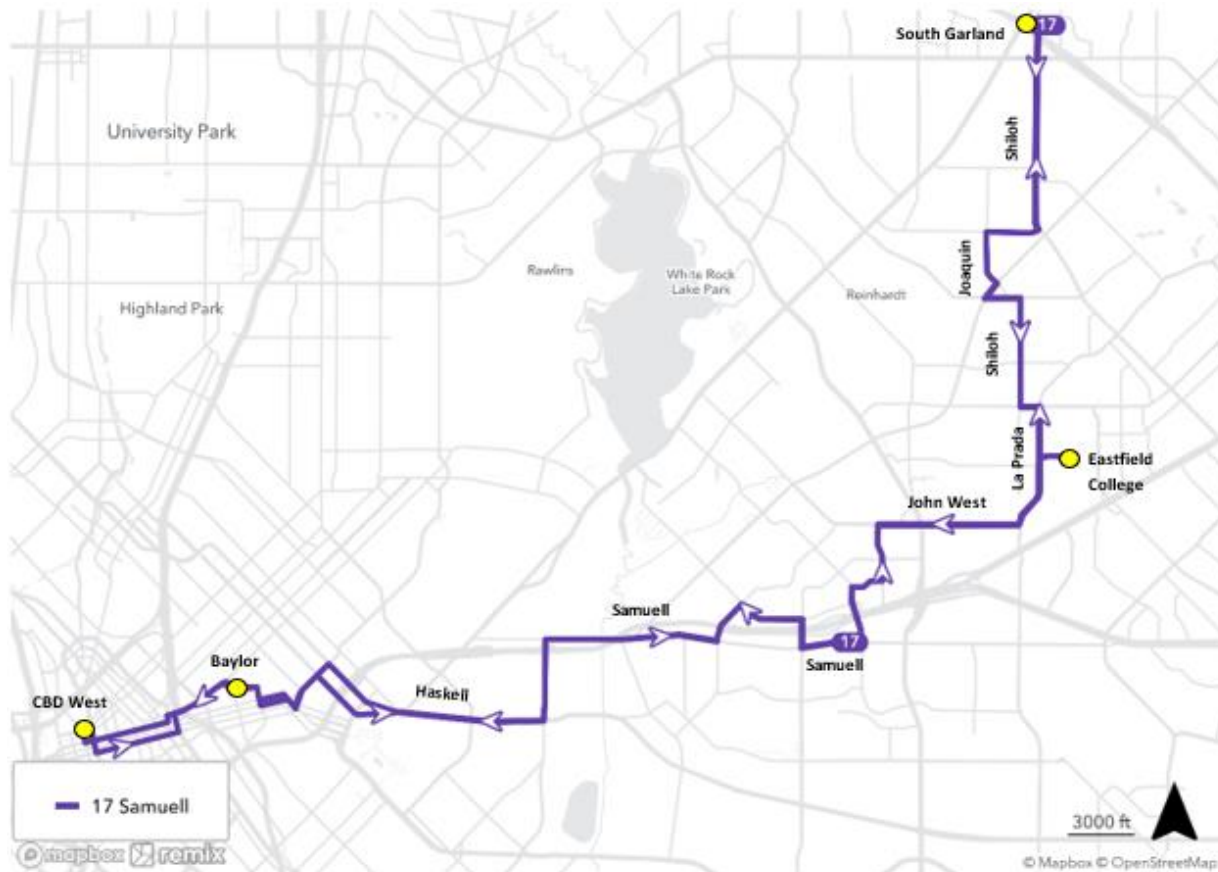
Route 16 Ferguson

Similar to current Route 164; all trips will travel the length of Ferguson and continue to South Garland T.C.



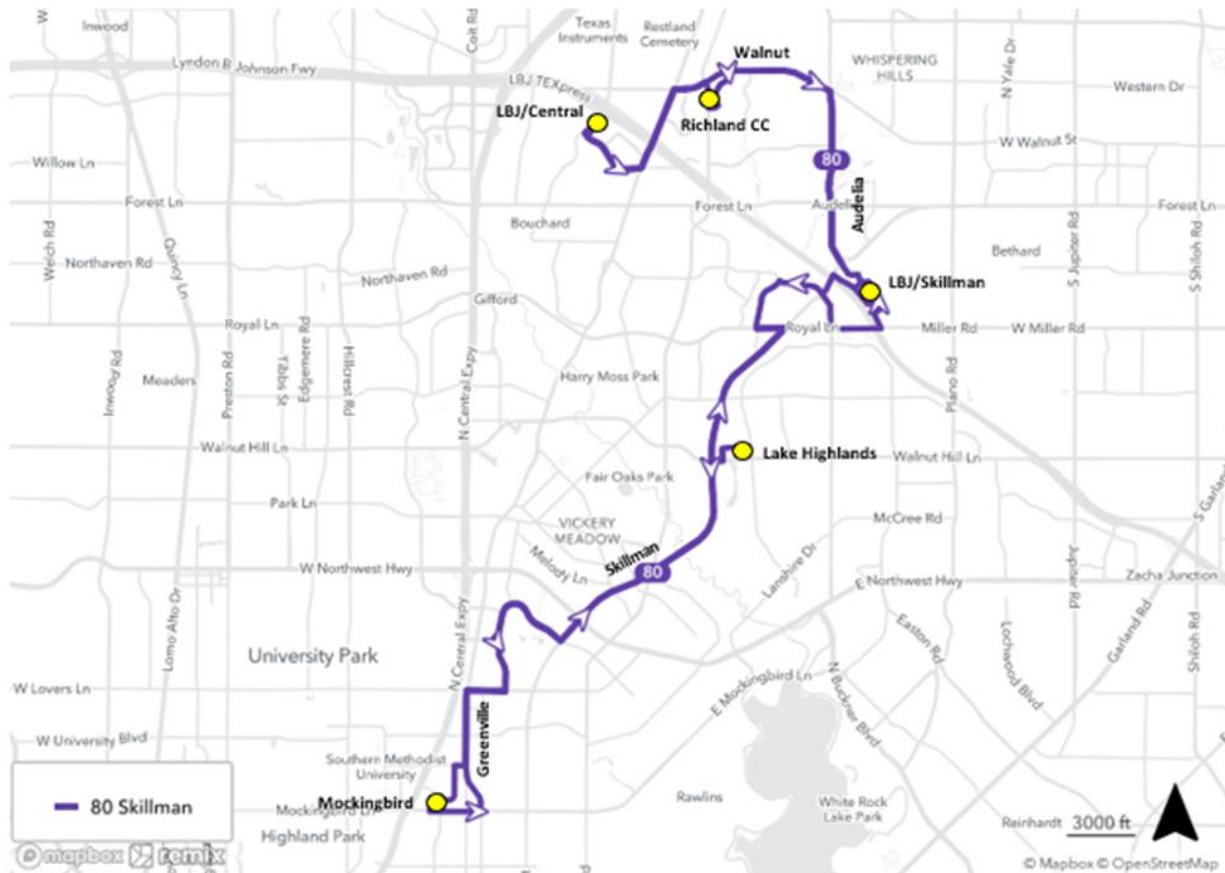
Route 17 Samuell

Similar to current 110 reconfigured to serve portions of current Routes 2, 164, 475, and 597 and terminate at South Garland T.C.



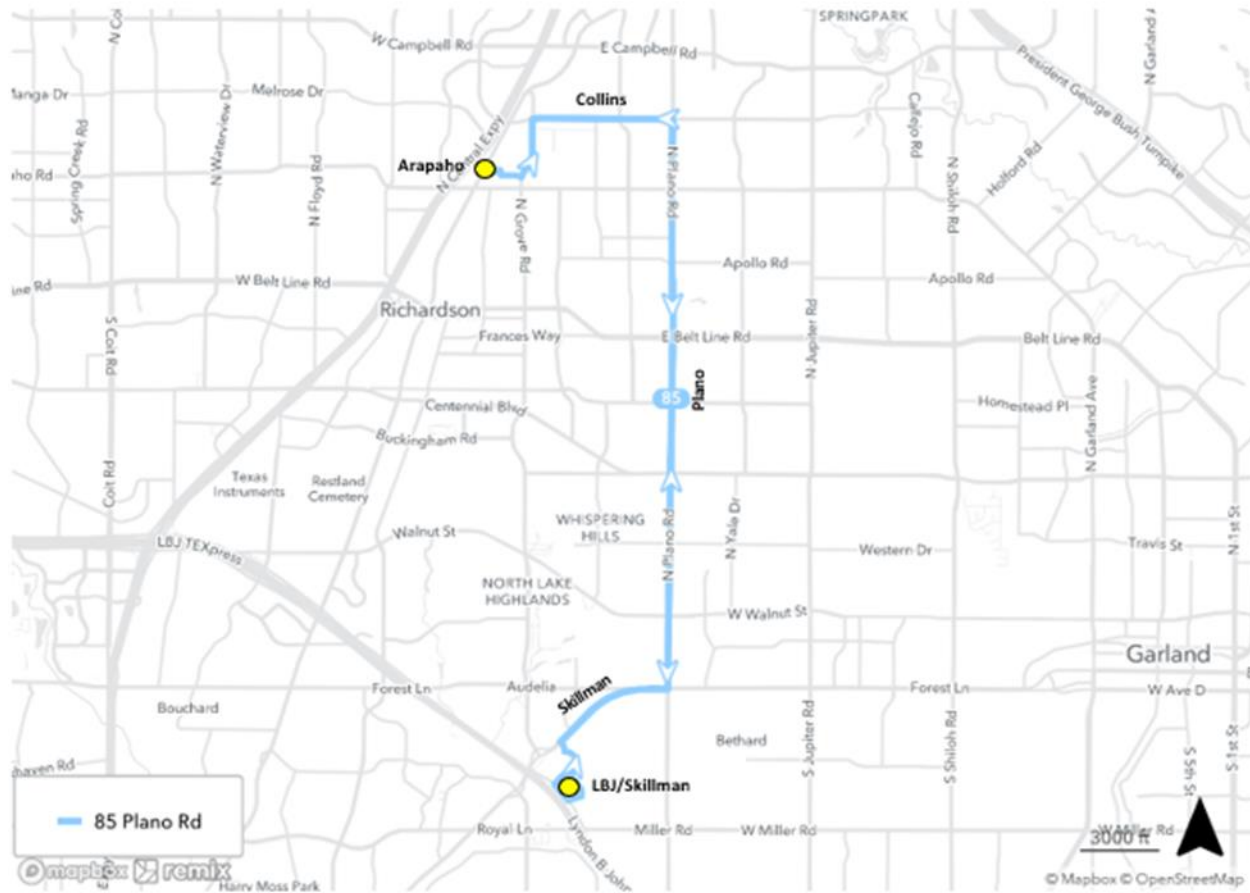
Route 80 Skillman

Similar to current Route 583; extended from Richland College to LBJ/Central via current 582 routing.



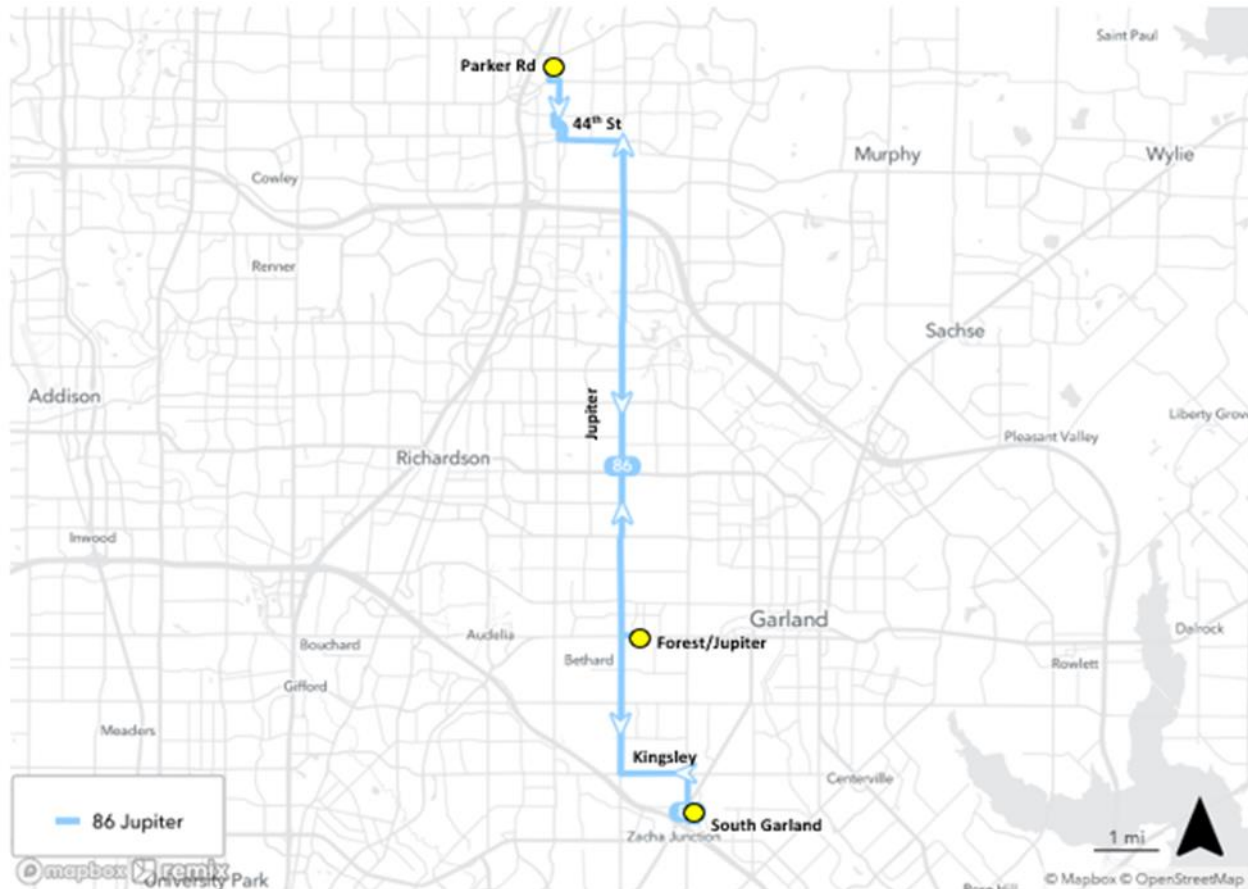
Route 85 Plano Road

Replaces current Route 551 with no major changes.



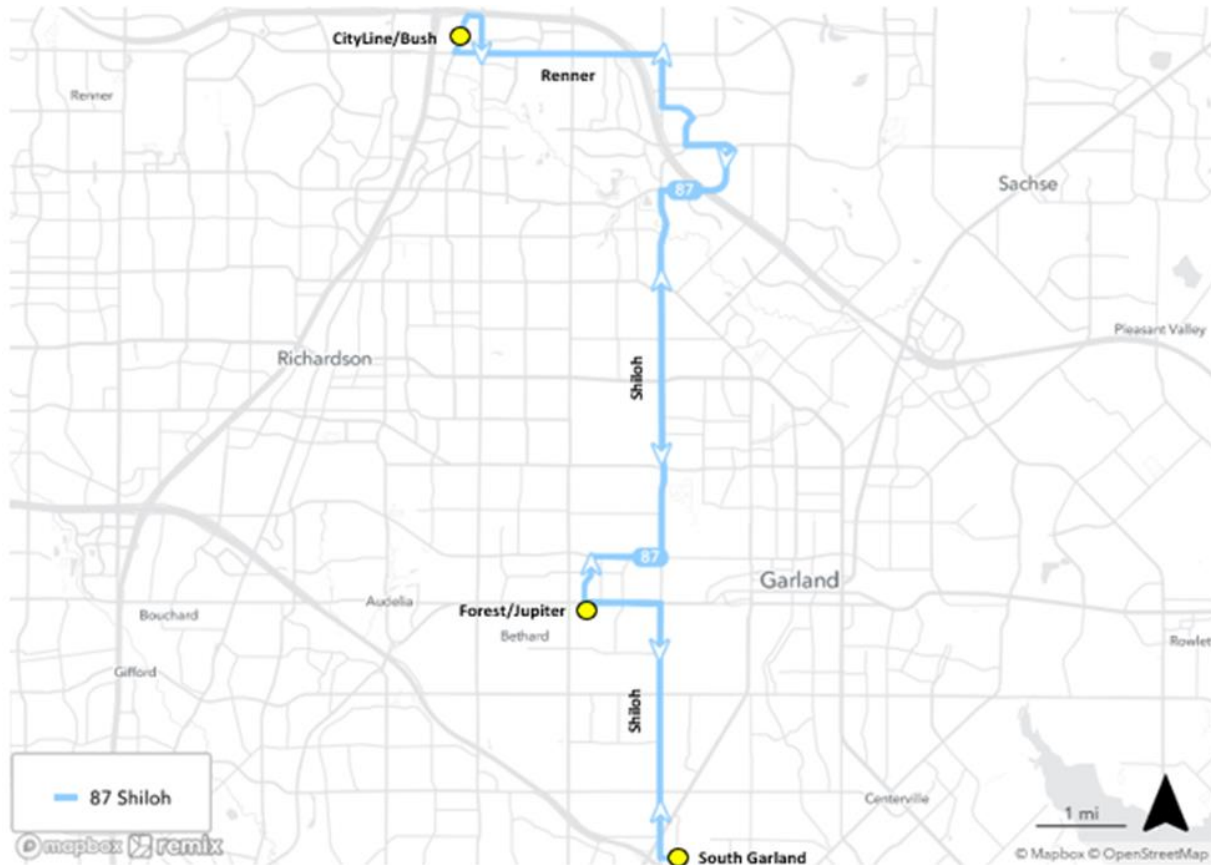
Route 86 Jupiter

Replaces current Route 551 with no major changes.



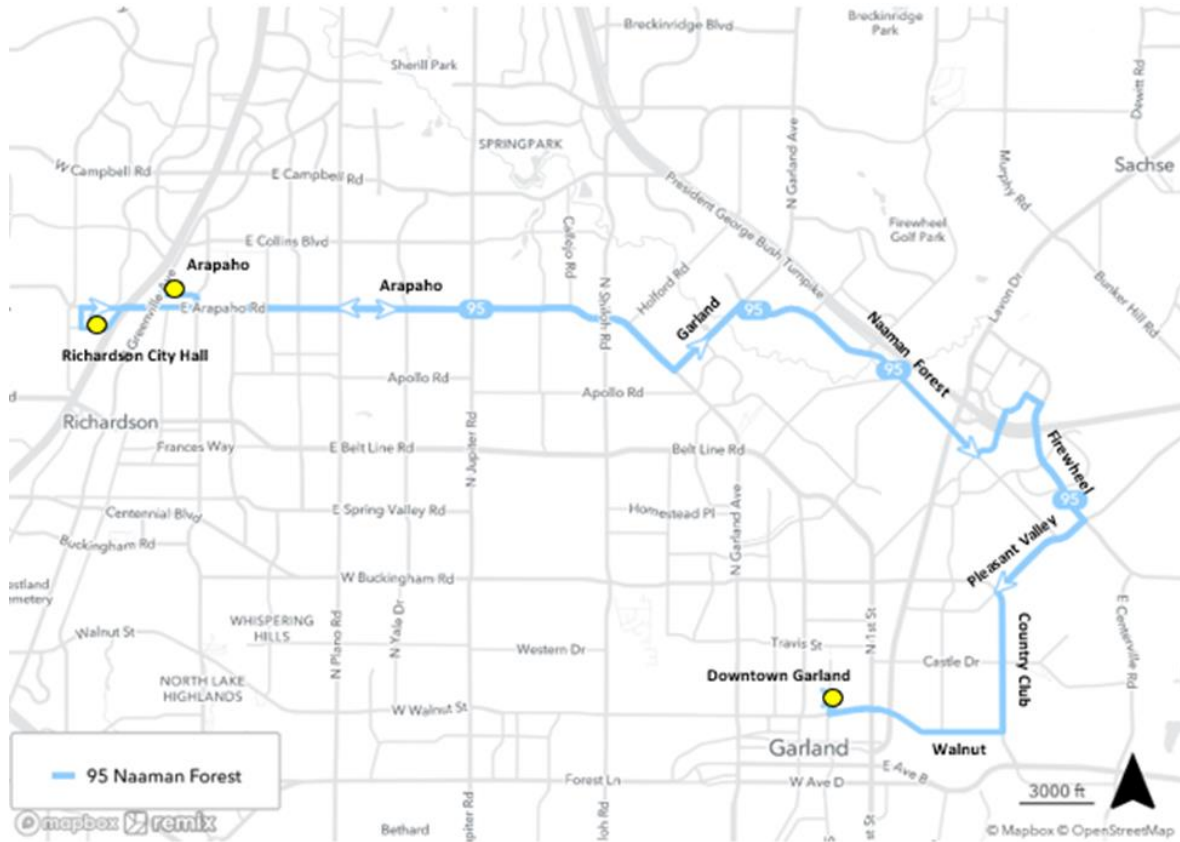
Route 87 Shiloh

Similar to 372 from South Garland; extended north on Shiloh and through Telecom area to absorb portions of 841 and terminate at CityLine/Bush Station.



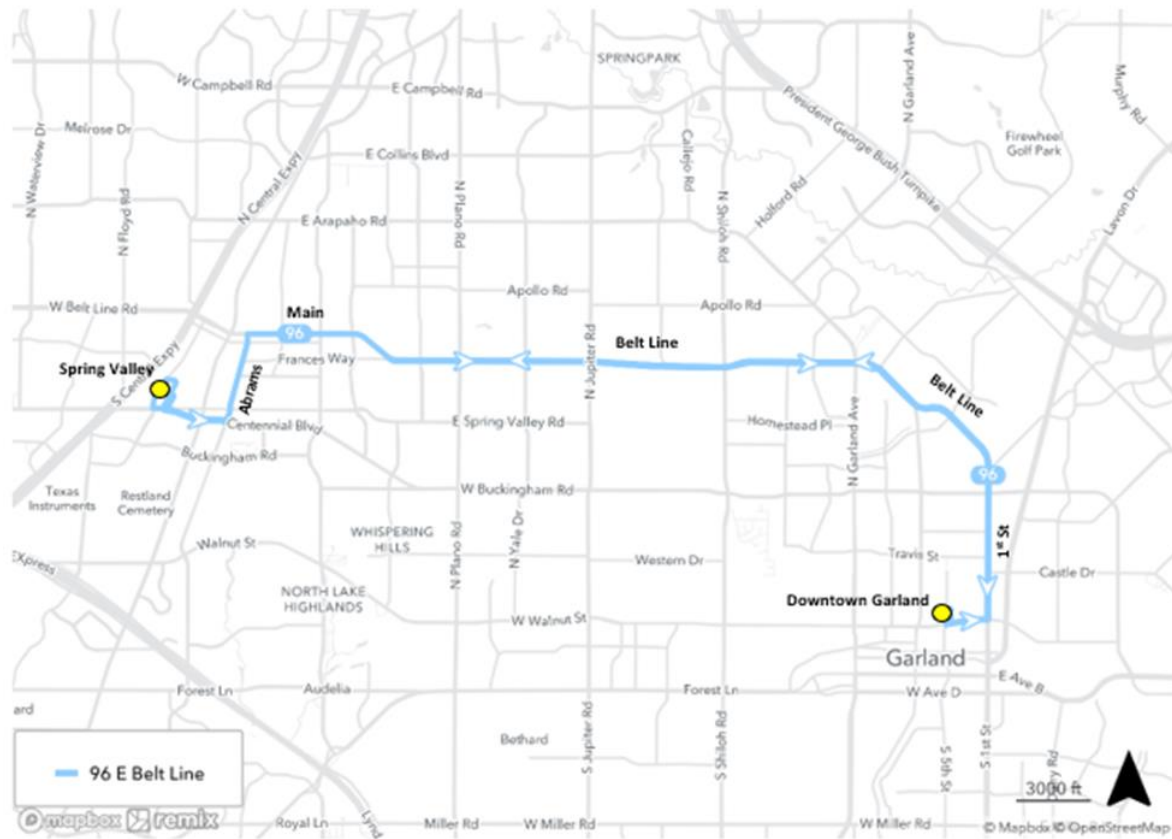
Route 95 Naaman Forest

Similar to current Route 513; modified at Firewheel Town Center and extended west to serve portions of 566 and 372, Arapaho Center Station, and Richardson Civic Center (from 361).



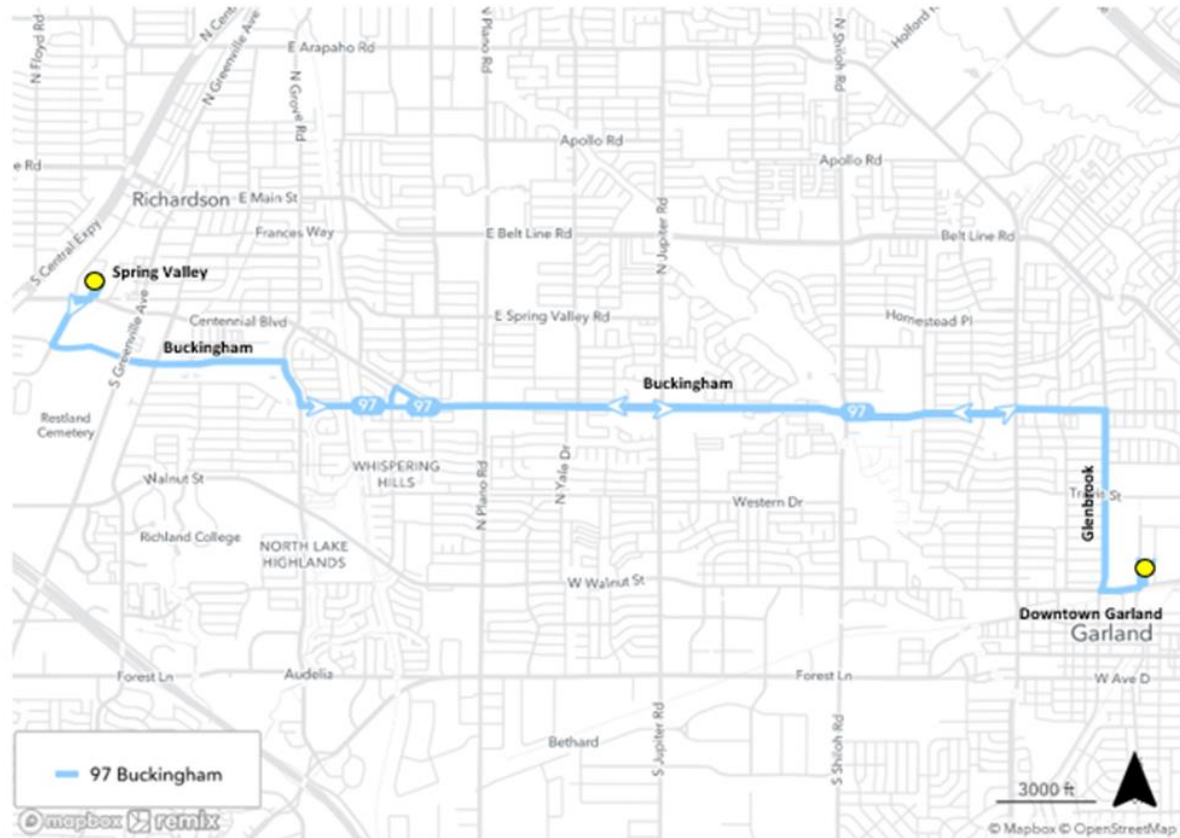
Route 96 East Belt Line

Similar to current Route 402 between Downtown Garland Station and Spring Valley Station only; route modified to travel more directly between First/Buckingham and Downtown Garland Station.



Route 97 Buckingham

Similar to current Route 571, serving Buckingham corridor, with modifications near TI campus; utilizes Glenbrook routing (similar to current Route 402) between Buckingham and Walnut.



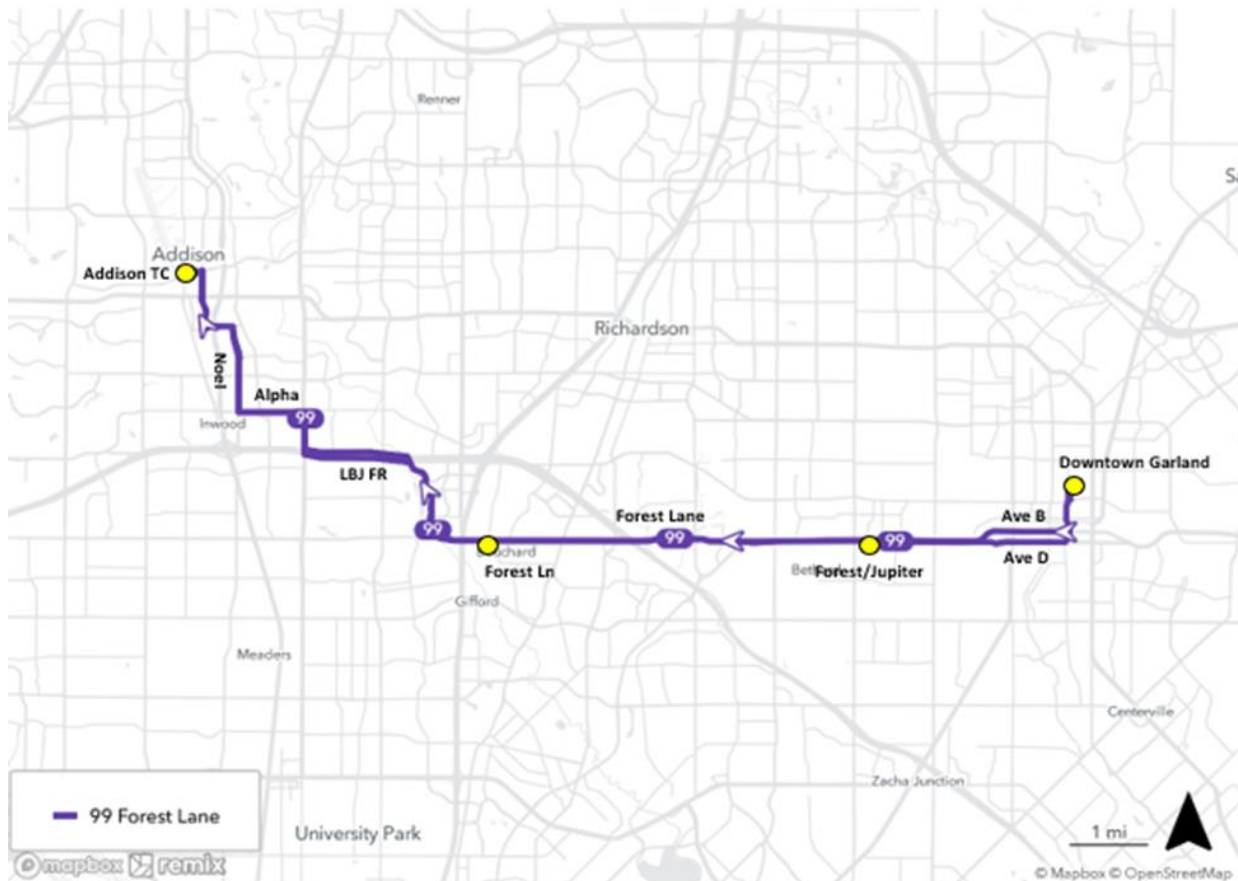
Route 98 Spring Valley

Replaces current Route 463 with addition of short-haul trips for enhanced frequency between Spring Valley and Addison. (Eastern and western portions have different frequencies during weekday daytime)



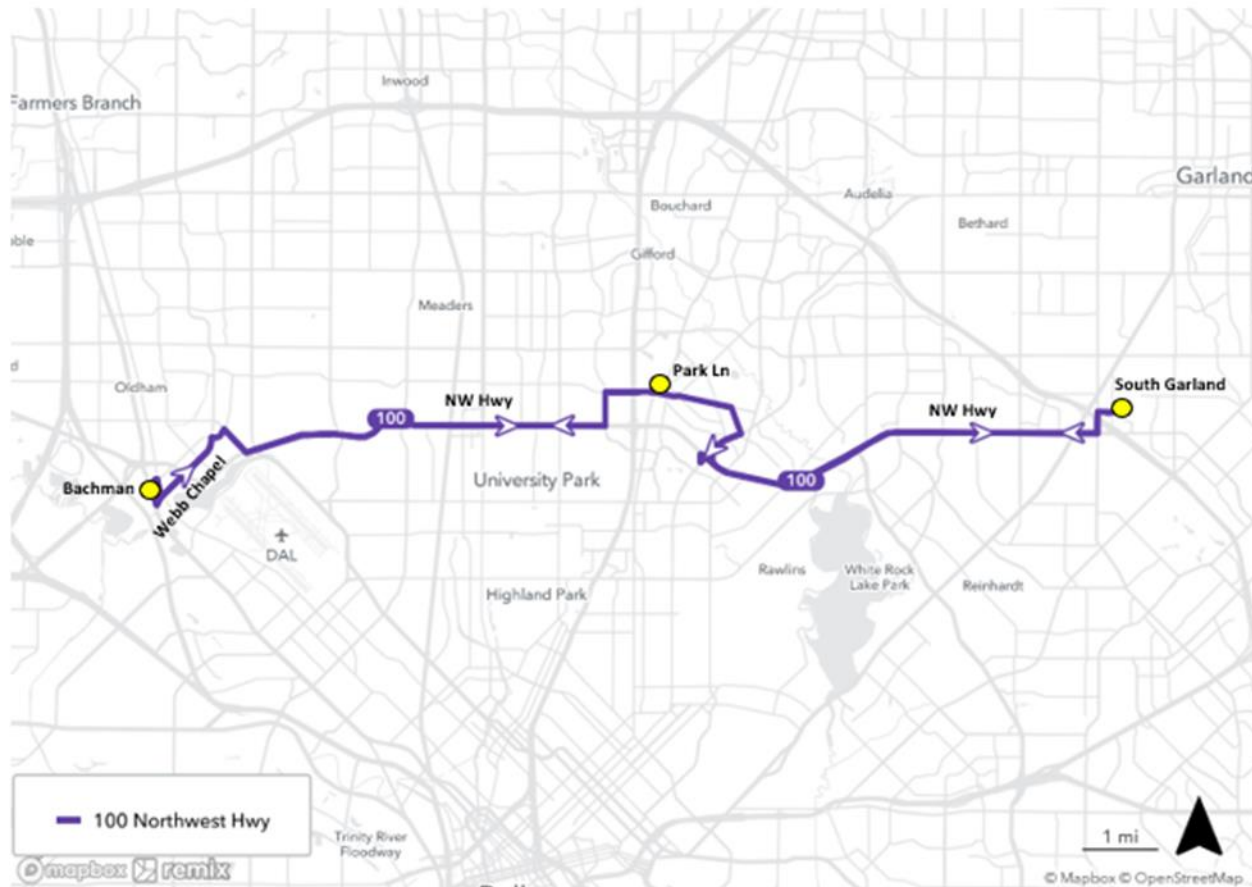
Route 99 Forest Lane

Combines portions of current Routes 486 and 488 into a frequent Forest Lane service between Downtown Garland and Addison.



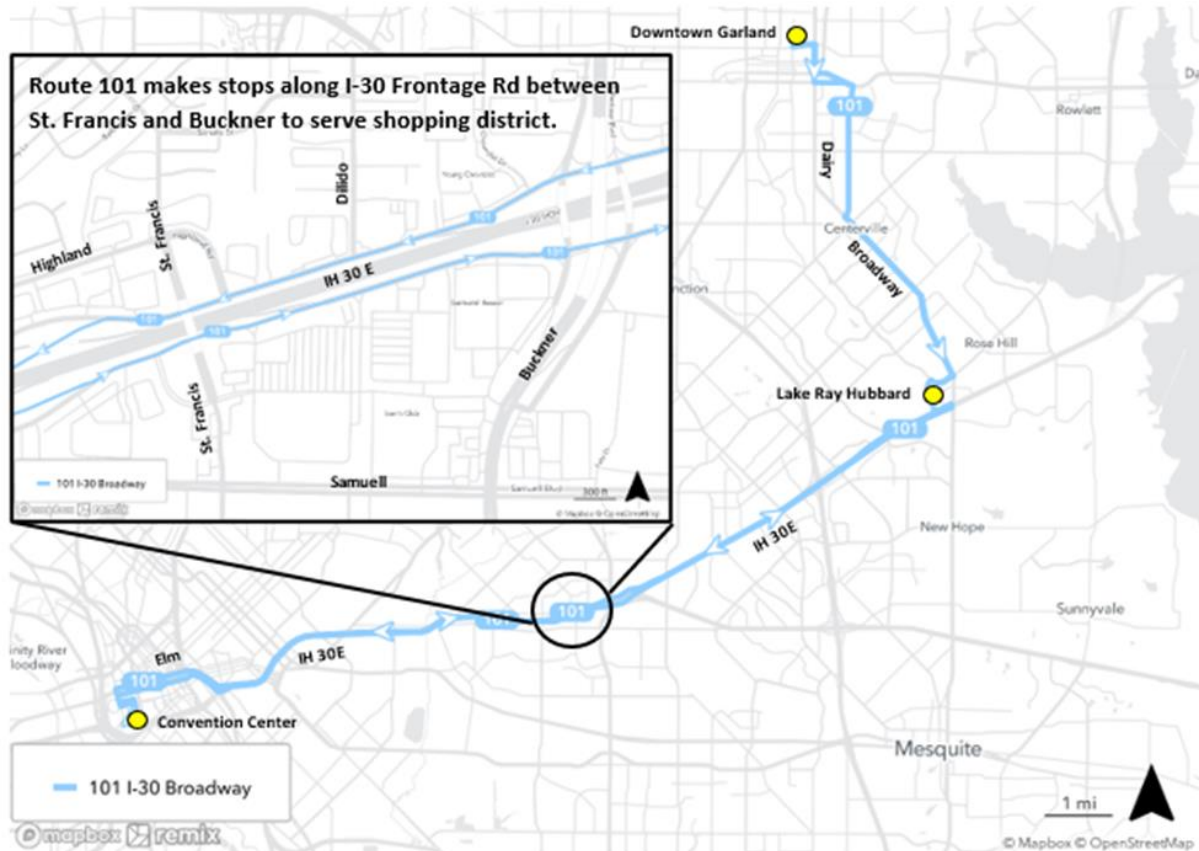
Route 100 Northwest Highway

Replaces current Route 428 with no major changes; also overlaps a portion of current 502 near Park Lane Station.



Route 101 I-30 - Broadway

Combines current Route 378 between Downtown Garland and Lake Ray Hubbard TC with full-time freeway "skip" service to Downtown Dallas, absorbing 283 with special peak non-stop trips.



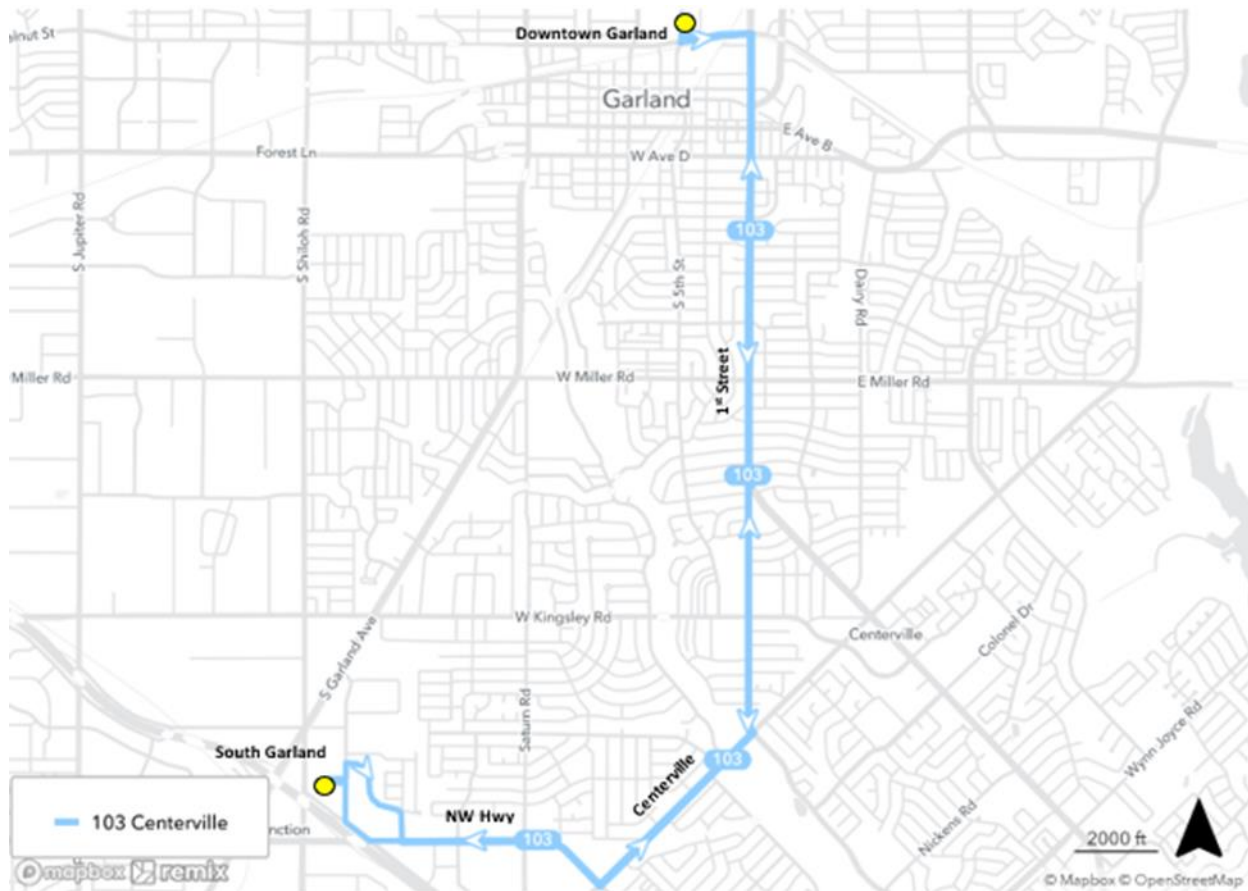
Route 102 Saturn

Replaces current Route 377 with minor routing changes in Downtown Garland.



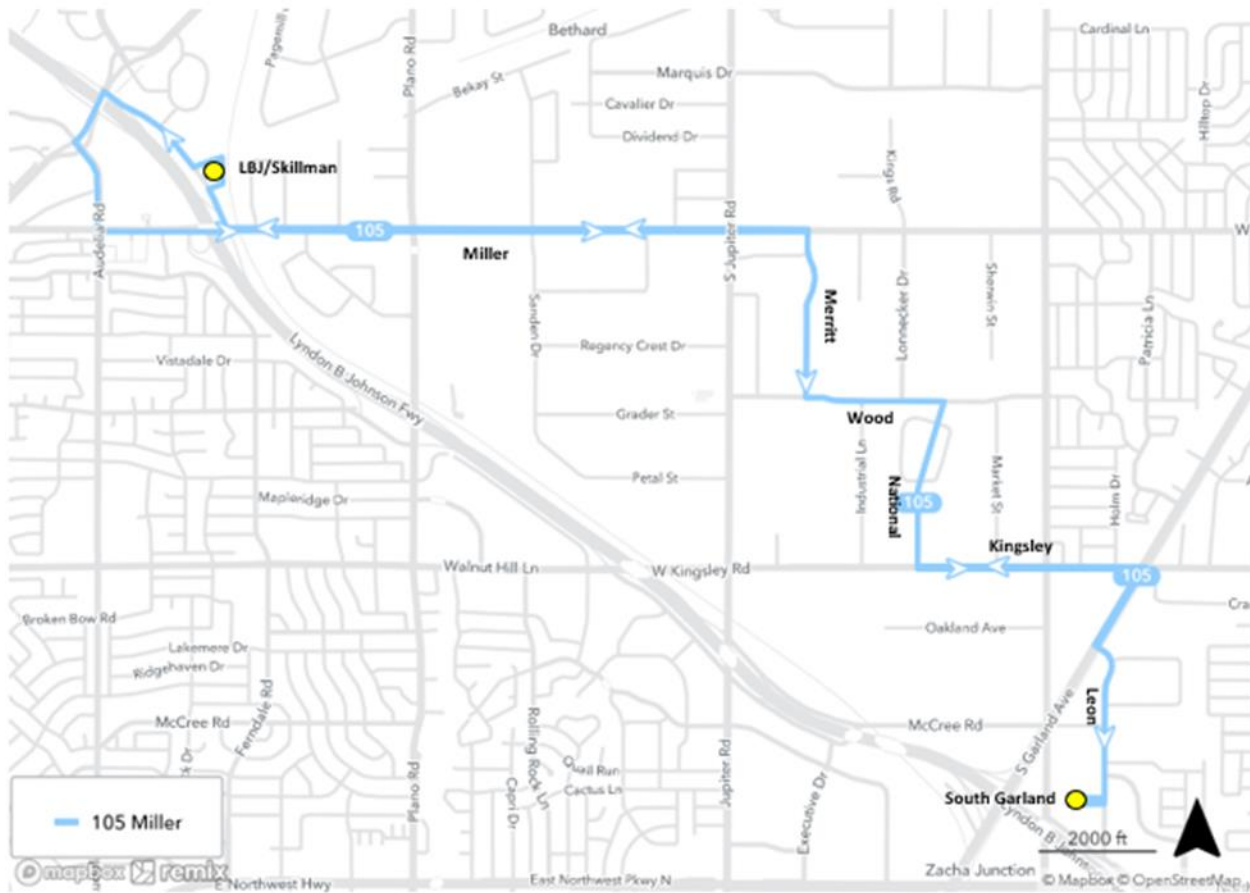
Route 103 Centerville

Replaces Route 380, using 1st Street rather than 5th between Miller and Downtown Garland, and Northwest Highway rather than Marketplace.



Route 105 Miller

Similar to current Route 560 but travels directly on Miller to LBJ/Skillman Station.



Route 106 Walnut Hill

Similar to current Route 374 but travels directly on Walnut Hill to Lake Highlands Station.



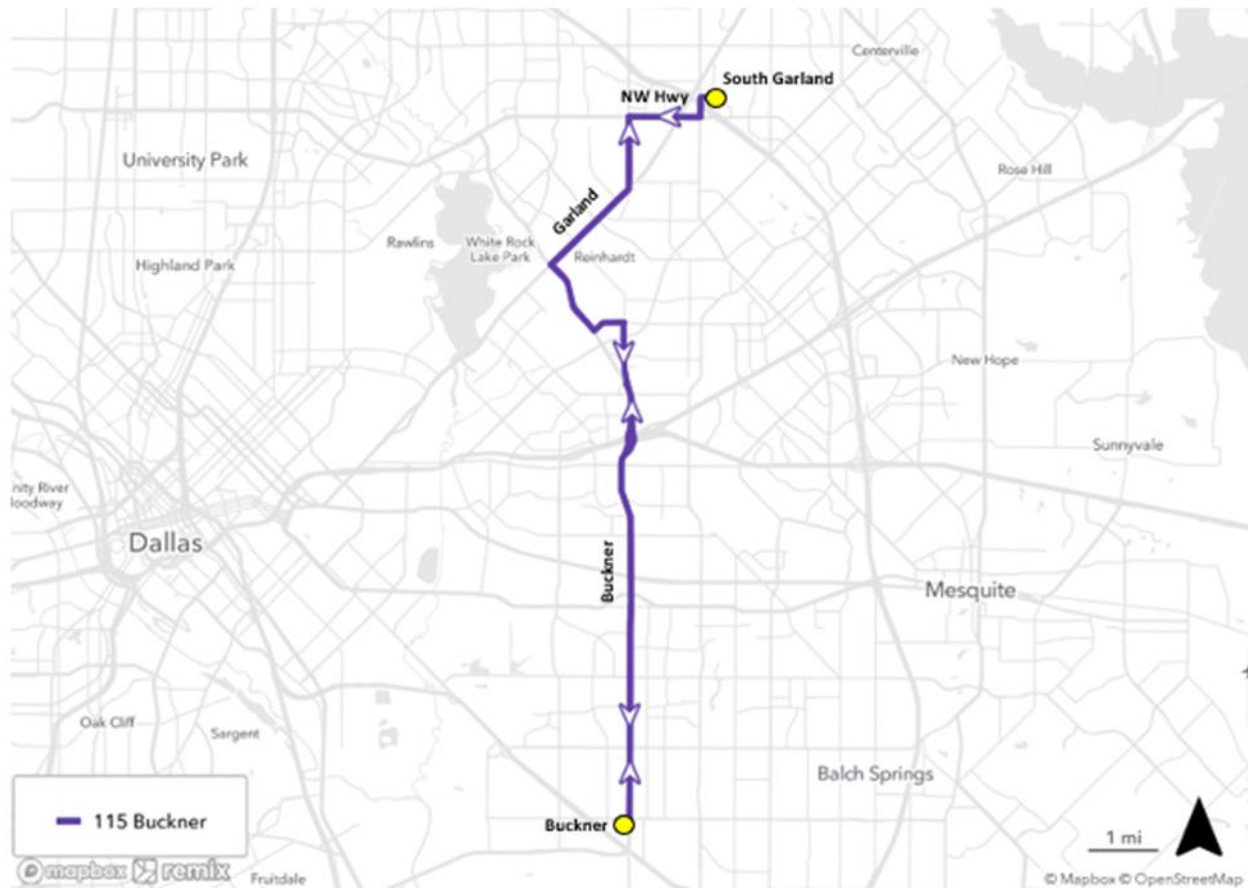
Route 109 La Prada

Replaces southern portion of current Route 378 (Lake Ray Hubbard TC to South Garland TC), modified to serve Marketplace (current 380) and Woodmeadow (current 164 and 374).



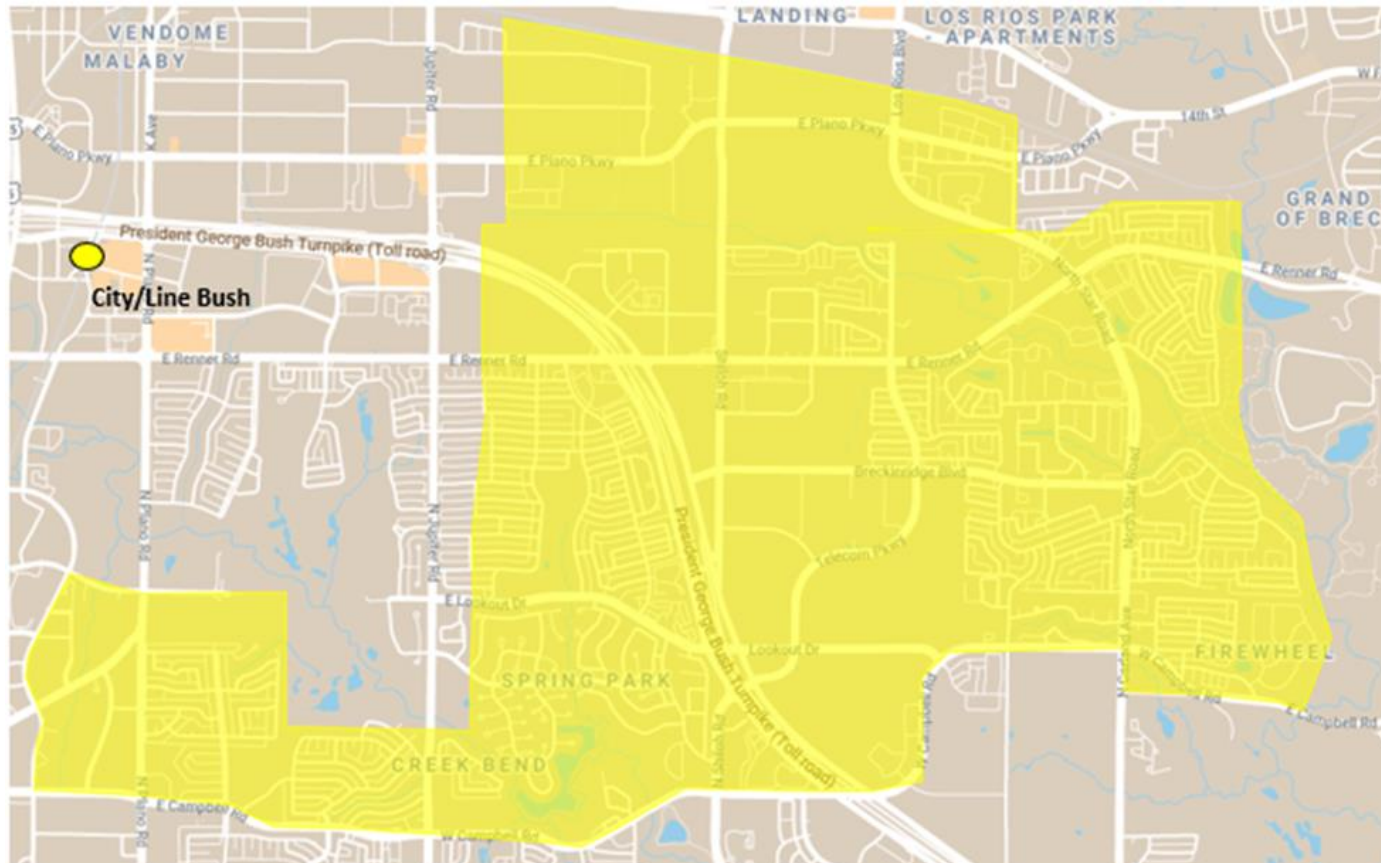
Route 115 Buckner

Replaces current Route 467 with modified routing absorbs portions of 475 near Casa Linda.



GoLink – East Telecom

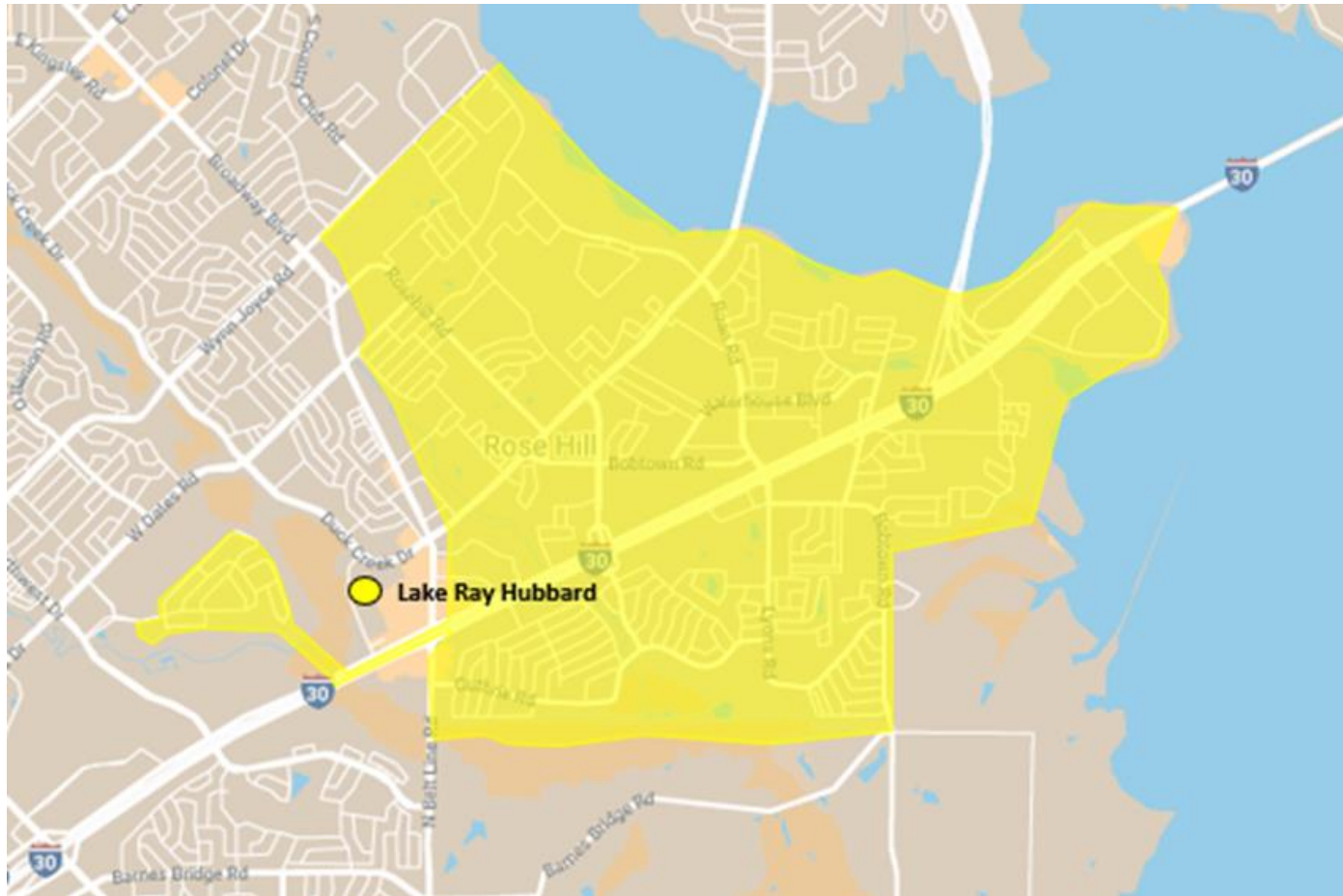
New GoLink zone. Covers portions of Routes 360 (Lookout), 841, and 843.



5:00 a.m to
8:00 p.m.
Mon-Fri

GoLink – Southwest Garland

Existing GoLink zone. No changes.



5:00 a.m. to
8:30 p.m.
Mon-Sat



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: April 19, 2021

Item Title: COVID-19 Response Update and Further Actions

Summary of Request/Problem

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

- Vaccination Update
- Senior Centers

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: April 19, 2021

Item Title: 2019 Bond Program - Status Update

Submitted By: Rick Galceran, Capital Project Management Director

Summary of Request/Problem

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

Recommendation/Action Requested and Justification

For informational purposes only.

Attachments

Garland Bond Program Update



Bond Program Update

City Council Work Session

April 19, 2021





2004 Bond Program Update

	In Design	Under Construction	Complete
Parks & Recreation	• Gale Fields Recreation Center (2021) • Granger Annex, Phase 2 (2021) • Tuckerville Park Development, Phase 1 Tennis Complex (2022)	• Audubon Recreation Center Expansion (2021) • Skating/Skateboard Facility (2022)	✓ Playground Improvements (2020)
Drainage	• Garland Heights / Freeman (2022) • Classic and Yale (TBD)	• Meadowcreek Park Drainage Improvements (2021) • Shady Lane Channel Reconstruction (2021) • Miller Rd – Saturn Rd to Glenbrook Dr Drainage (2021) • Glenbrook Dr – Centerville Rd to Carroll Dr (2021)	✓ Strother Alley Drainage Improvements (2022)
Streets / Transportation	• Bridge Rehabilitation, Group C (2021) • Fifth St Drainage Outfall – Miller Rd to Ave D, Phase B (late '21-early '22) • Callejo Rd – Botello Dr to Campbell Rd (2022) • Chaha Rd – IH 30 to Lake Ray Hubbard Pkwy (2022)	• Shiloh Rd – IH 635 to Kingsley (2021) • Bobtown Rd – Rowlett to Waterhouse (2022)	



2019 Bond Program Update



PROPOSITION A:
Streets
\$122,250,000



PROPOSITION E:
Libraries
\$21,000,000



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



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



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



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



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



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



Streets and
Transportation

Proposition A

	Upcoming	In Design
Projects	• Holford Rd – Segment C (2023) • Leon Rd (2024)	• Holford Rd – Segment A (2021) • Naaman School Rd (2022) • Holford Rd – Segment B (2023) • Lyons Rd - IH 30 to Guthrie Rd (2023) • Shiloh Rd – Kingsley Rd to Miller Rd (2023) • Bottleneck Improvement Program (12 intersections) • Packages 1 and 2 (2021) • Package 3 (2022) • Package 4 (2023)
Programs	• Operational and Safety Improvements • Traffic Signal Equipment Modernization • Traffic Control System • Emergency Services Signal Equipment • Sidewalk Participation Program	• New Traffic Signal Installations • Railroad Crossing Improvements • Paving of Unimproved Alleys • Streets Catalyst Area Improvements



Streets and
Transportation

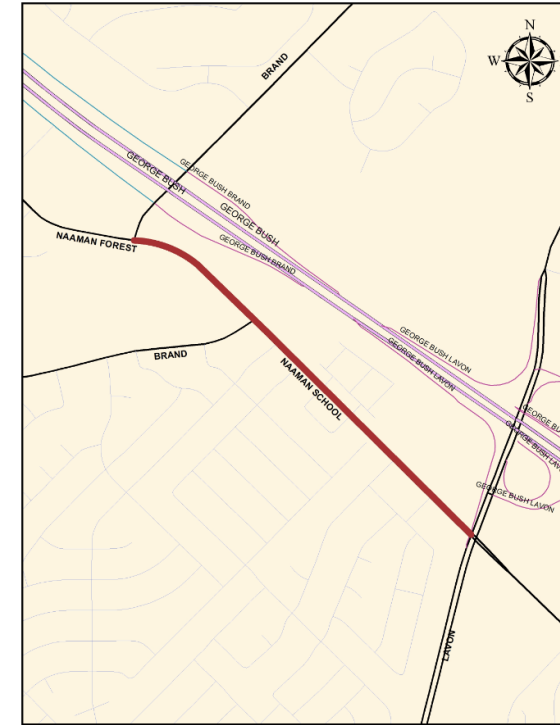
Proposition A

Naaman School Rd (Brand Rd to SH 78)

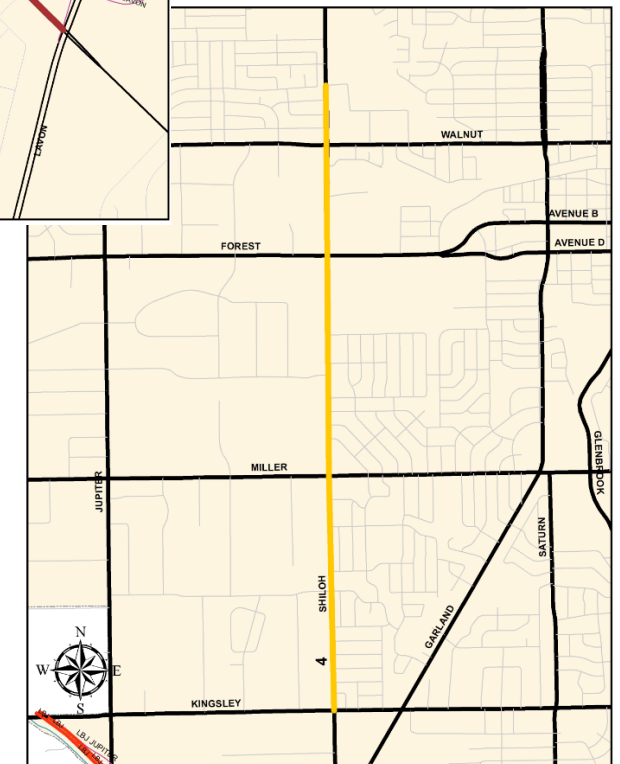
- ✓ Design contract awarded – March 2020
- ✓ 30% design submittal – June 2020
- ✓ 60% design submittal – January 2021
- Design completion anticipated – late 2021

Shiloh Rd (Kingsley Rd to Miller Rd to Westwood Dr)

- ✓ Alignment study awarded – June 2020
- ✓ 30% study submittal – November 2020
- ✓ 60% study submittal – February 2021
- Study completion anticipated – mid 2021



Naaman School Rd



Shiloh Rd



Streets and
Transportation

Proposition A

Lyons Rd (IH 30 to Guthrie Rd)

- ✓ Alignment study awarded – February 2021
- Alignment study completion anticipated – mid 2021

Holford Rd

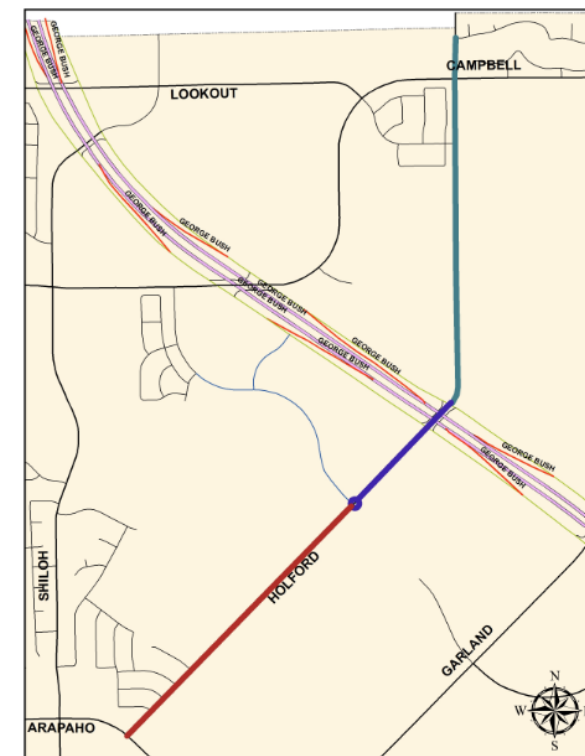
Segment A (PGBT to City Limits)

Segment B (Naaman Forest Blvd to PGBT)

- ✓ Design contract awarded – April 2020
- ✓ 60% design submittal – September 2020
- ✓ 90% design submittal – April 2021



Lyons Rd



Holford Rd



Streets and
Transportation

Proposition A

Bottleneck Improvements

- 12 intersections → Four design packages/phases
 - ✓ Alignment studies
 - ✓ Design contract awarded / kick-off meeting – May 2020
 - Design completion anticipated – late 2021
- Package 1
 - ✓ 60% design submittal – June 2020
 - ✓ 90% design submittal – October 2020
 - Construction start anticipated – late 2021
 - Utilizes available DART funding
- Package 2
 - ✓ 60% design submittal – September 2020
 - ✓ 90% design submittal – December 2020
 - Design completion anticipated – late 2021



Bottleneck Improvements map



Streets and Transportation

Proposition A

- Package 1
 - Broadway Blvd @ IH 30
 - Buckingham Rd @ Plano Rd
 - Forest Ln @ Jupiter Rd
- Package 2
 - Garland Ave @ SH 190
 - Campbell Rd @ SH 190
 - Apollo/Spring Creek @ Garland Ave
- Package 3
 - Arapaho Rd @ Shiloh Rd
 - Buckingham Rd @ Shiloh Rd
 - First St @ Miller Rd
 - Belt Line Rd @ Shiloh Rd
 - Garland Ave @ Belt Line Rd
- Package 4
 - First St @ SH 78 (Lavon Dr)/Main St, Ave B, Ave D



Bottleneck Improvements map



Public Safety

Proposition B

	Upcoming	In Design	Under Construction	Complete
Projects	• Range Improvements (2021) • Simunitions Training Facility (2021) • Fire Station No. 1 (2022) • Fire Station No. 7 (2023) • Police Station Security Improvements, Phase 2 (TBD)	• Fire Station No. 6 (2022)	• Police Property and Evidence Building (2022)	✓ Police Station Security Improvements, Phase 1 (2021)



Public Safety

Proposition B

Police Property and Evidence Building

- ✓ Construction Notice to Proceed – January 2021
- Completion anticipated – early 2022



Police Property and Evidence Building groundbreaking



Police Property and Evidence Building conceptual rendering

Police Station Security Improvements

- Phase 1
 - ✓ Surveillance system upgrades installed and operational – March 2021
- Phase 2
 - Future scope may include privacy screening, office, and training room remodel



Police Property and Evidence Building under construction



Public Safety

Proposition B

- Fire Station No. 1
 - Programming – underway
- Fire Station No. 6
 - ✓ Land acquisition – May 2020
 - ✓ Architectural Programming complete – February 2021
 - ✓ Design kick-off meeting – February 2021
 - Design underway
 - Construction anticipated to begin – mid 2022
- Fire Station No. 7
 - ✓ Land acquisition – January 2021
 - Programming – underway



Fire Station No. 7 Sign Unveiling



Fire Station No. 6



Fire Station No. 1



Drainage and
Flooding

Proposition C

In Design

Projects

- Country Club Park Estates (2022)
- Garvon West Industrial Park (2022)
- Montclair No. 2 and No. 3 (2023)
- Saturn Springs Estates (2023)
- Lakewood Addition (2024)
- Western Heights No. 4 (2024)

Programs

- Drainage Participation Program
- Local Flooding Program
- Flood-Prone Properties Fund
- Drainage Improvements (prior to street replacement)



Drainage and
Flooding

Proposition C

Country Club Park Estates

- ✓ Study completed
- Evaluating alternatives for design – April 2021

Garvon West Industrial Park

- Evaluating alternatives for 90% submittal
- Study completion anticipated – May 2021

Saturn Springs Estates

- ✓ 60% drainage study submittal – March 2021
- Study completion anticipated – May 2021

Montclair No. 2 & 3

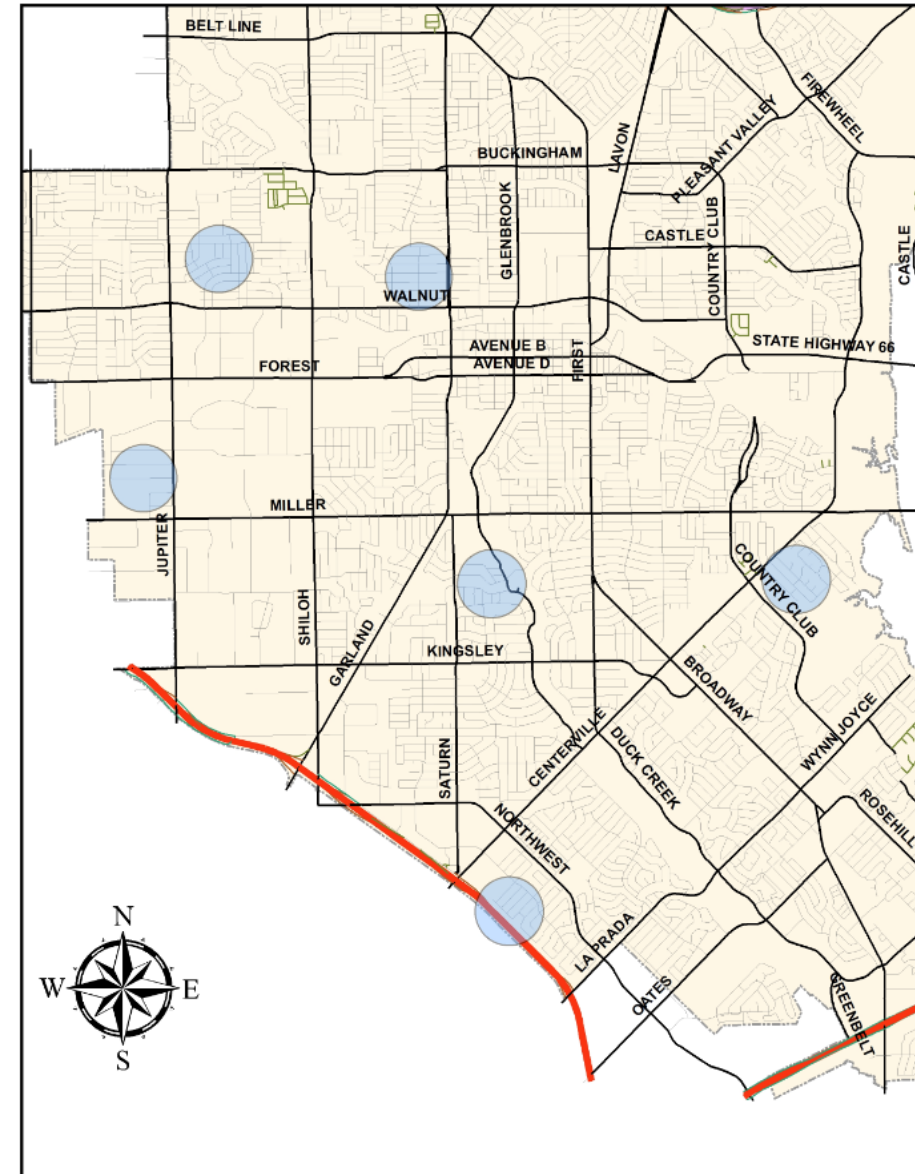
- ✓ 30% drainage study submittal – March 2021
- Study completion anticipated – June 2021

Lakewood Addition

- ✓ 30% drainage study submittal – March 2021
- Study completion anticipated – June 2021

Western Heights No. 4

- ✓ 30% drainage study submittal – March 2021
- Study completion anticipated – June 2021



Proposition C Project Map



Parks and
Recreation

Proposition D

	In Design	Under Construction	Complete
Projects	• Garland Senior Activity Center (2021) • Hollabaugh Recreation Center (2022) • Holford Recreation Center and Aquatic Facility (2022)	• Audubon Recreation Center (2021) • Playground Replacement Program, Package 1 (9 sites) (2022) • Rick Oden Park Improvements (2023)	✓ Sports Field Lighting at Winters Park (2020) ✓ Central Park Baseball/Football Lighting (2020)
Programs	• Playground Replacement Program (25 sites / 3 packages) • Trails Development Program (Trails and Bikeways Master Plan, Trails) • Aquatics Package (Aquatics Master Plan, Three splash pads and Surf & Swim) • Sports Fields / Parks Renovations • Park System Parking and Park Roads (15 sites) • Parks Catalyst Area Improvements (Downtown Square)		



Parks and
Recreation

Proposition D

Hollabaugh Recreation Center

- ✓ Design kick-off meeting – July 2020
- ✓ CMAR pre-construction services awarded – October 2020
- Schematic Design submittal anticipated – June 2021



Hollabaugh Recreation Center

Garland Senior Activity Center

- ✓ Design kick-off meeting – July 2020
- ✓ CMAR pre-construction services awarded – October 2020
- ✓ Schematic Design submittal – November 2020
- ✓ 100% Design Development – April 2021
- Construction anticipated – late 2021



Garland Senior Activity Center

Holford Recreation Center & Aquatic Facility

- ✓ Design contract awarded – January 2021
- ✓ CMAR pre-construction services awarded – March 2021
- Programming underway

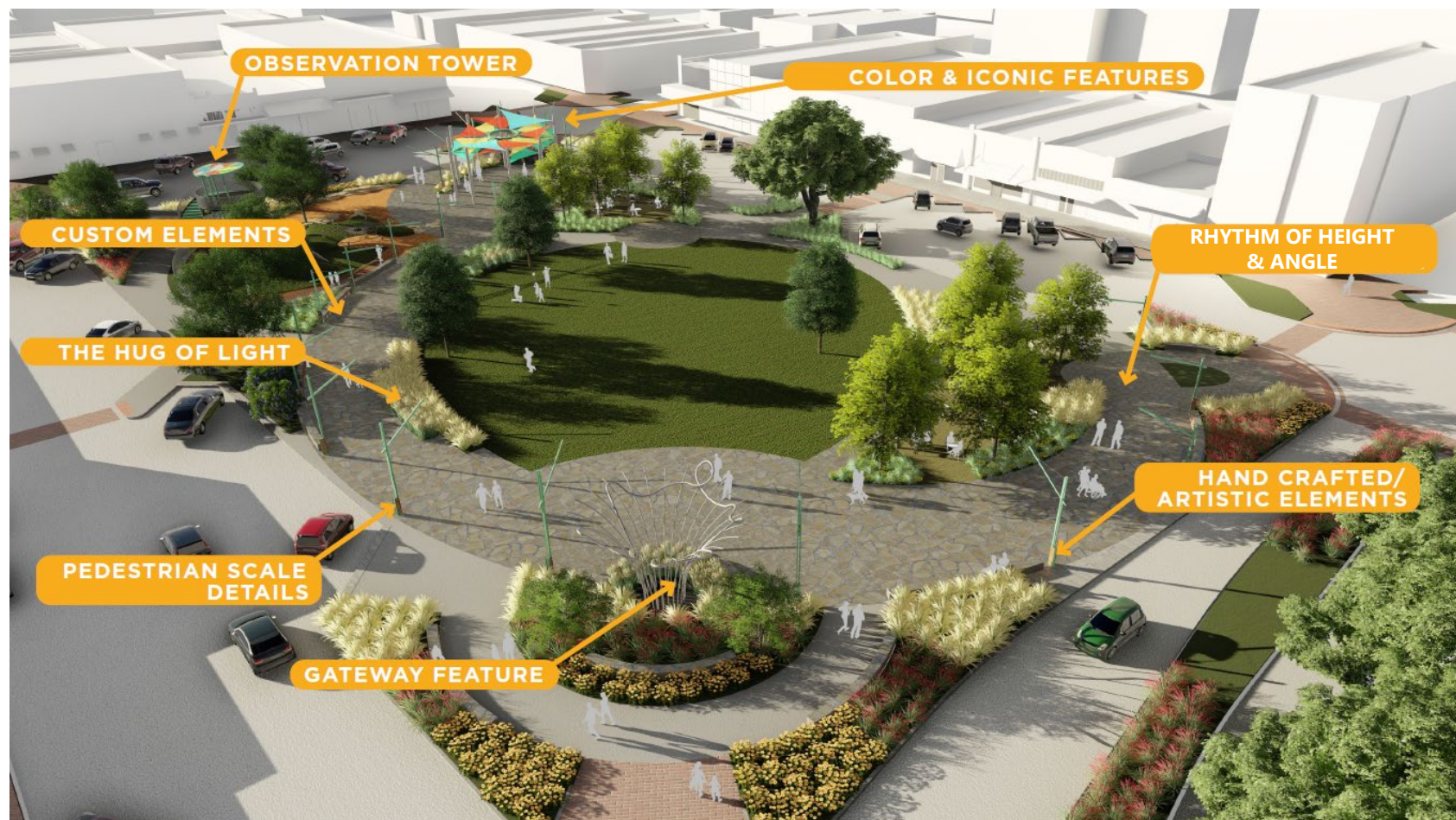


Parks and
Recreation

Proposition D

Downtown Square

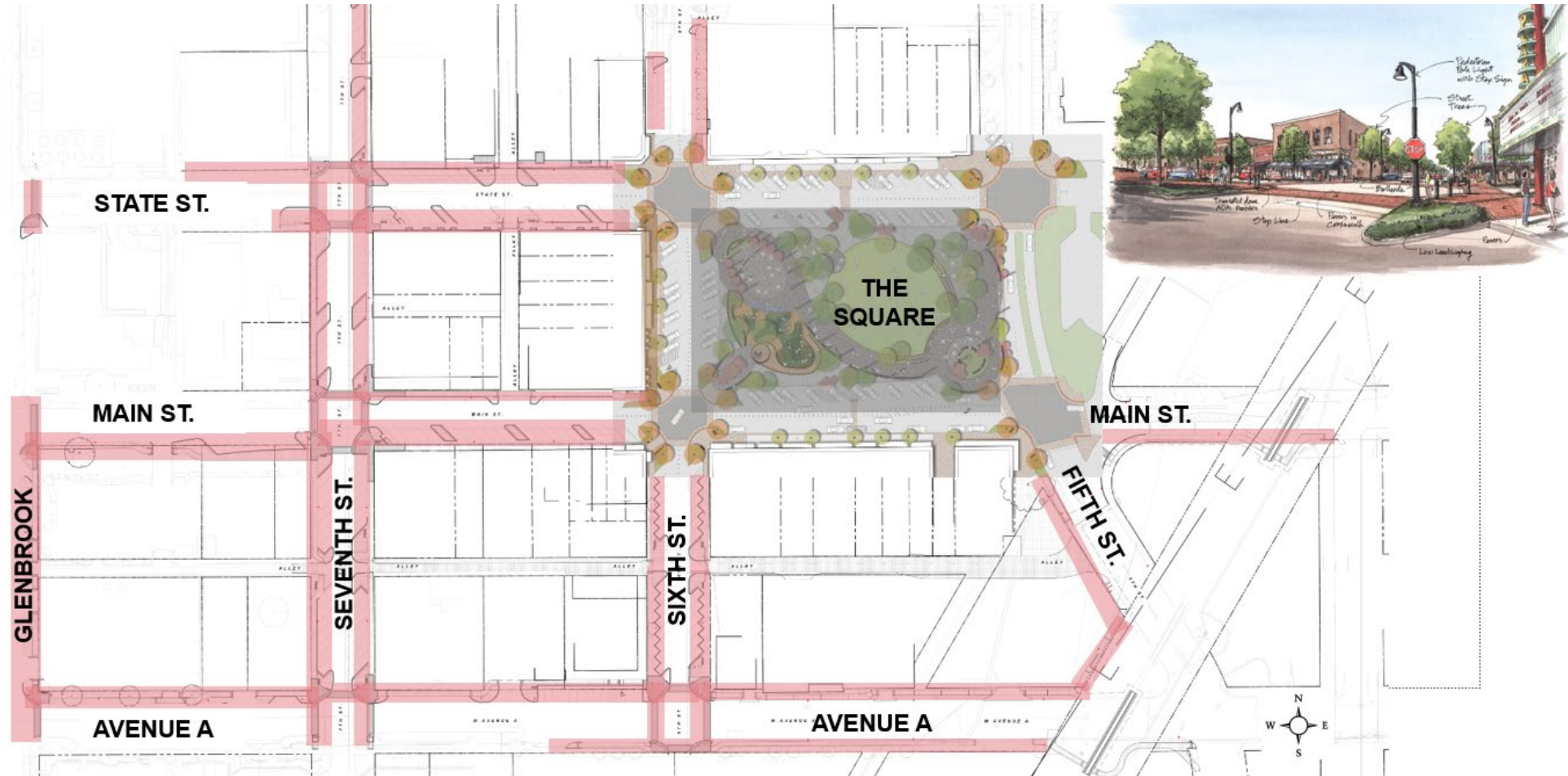
- ✓ Conceptual design approved – April 2020
- ✓ 100% Design Development – July 2020
- ✓ On-boarded Construction Manager at Risk – September 2020
- ✓ 30% Construction Drawings – October 2020
- ✓ 60% Construction Drawings – March 2021
- 90% Construction Drawings – In Progress
- Bidding for construction anticipated mid-2021





Streets and
Transportation

Proposition A – Broader Area Streetscapes





Parks and
Recreation

Proposition D

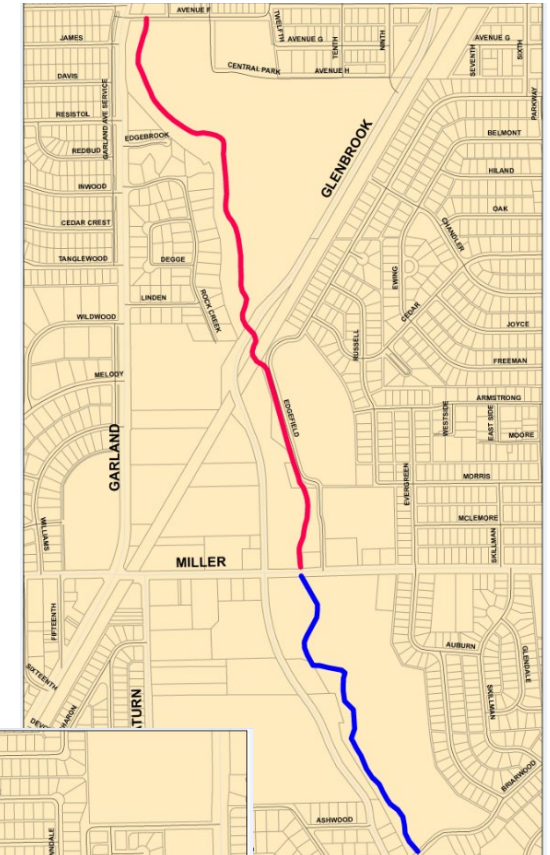
Duck Creek Central Trail

- ✓ Design contract awarded – April 2020
- ✓ 30% design submittal – September 2020
- ✓ 60% design submittal – March 2021
- 90% design submittal anticipated – late 2021

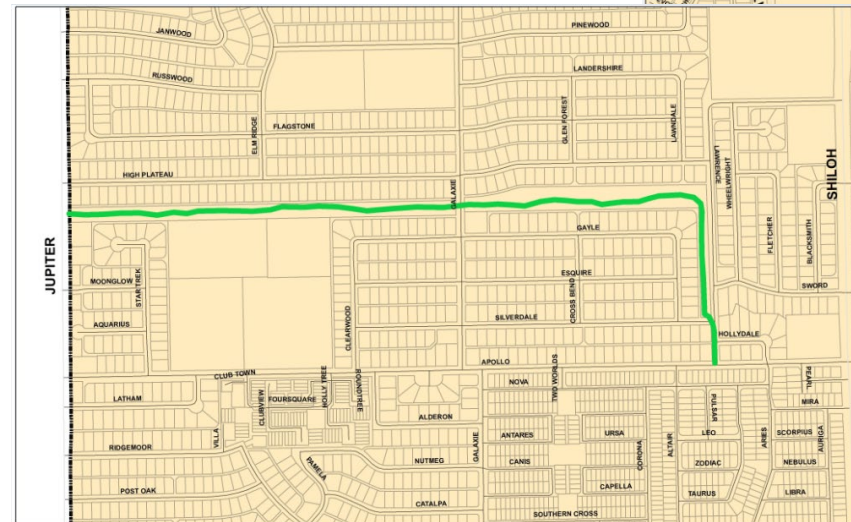
Bisby Transmission Trail

- ✓ Design contract awarded – April 2020
- ✓ 60% design submittal – October 2020
- ✓ 90% design submittal – March 2021
- ✓ 100% design submittal – April 2021

Duck Creek Central Trail



Bisby Transmission Trail



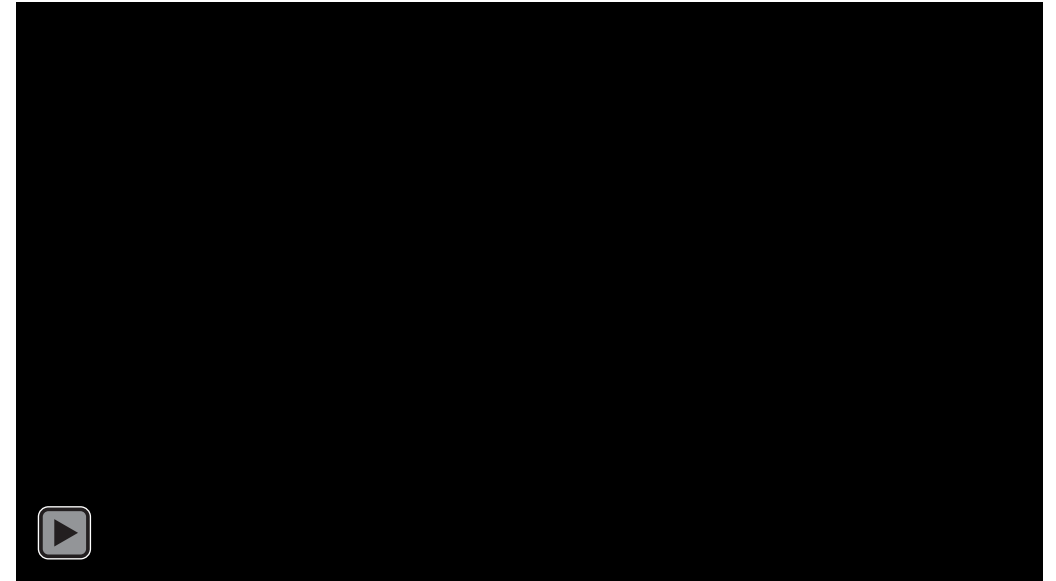


Parks and
Recreation

Proposition D

Playground Replacement Program

- 25 parks / three design packages
- ✓ Design contract awarded – March 2020
- ✓ CMAR pre-construction services awarded – August 2020
- Package 1
 - ✓ Construction Notice to Proceed – February 2021
 - Construction completion anticipated – Individual playgrounds will be completed from mid 2021 to early 2022 on a rolling basis
- Package 2
 - ✓ 100% design submittal – April 2021
 - Construction anticipated to begin – mid 2021



Video of Bob Hall Park under construction



Playground Replacement Program Groundbreaking



Bob Hall Park under construction



Parks and
Recreation

Proposition D

Package 1 (early 2022)

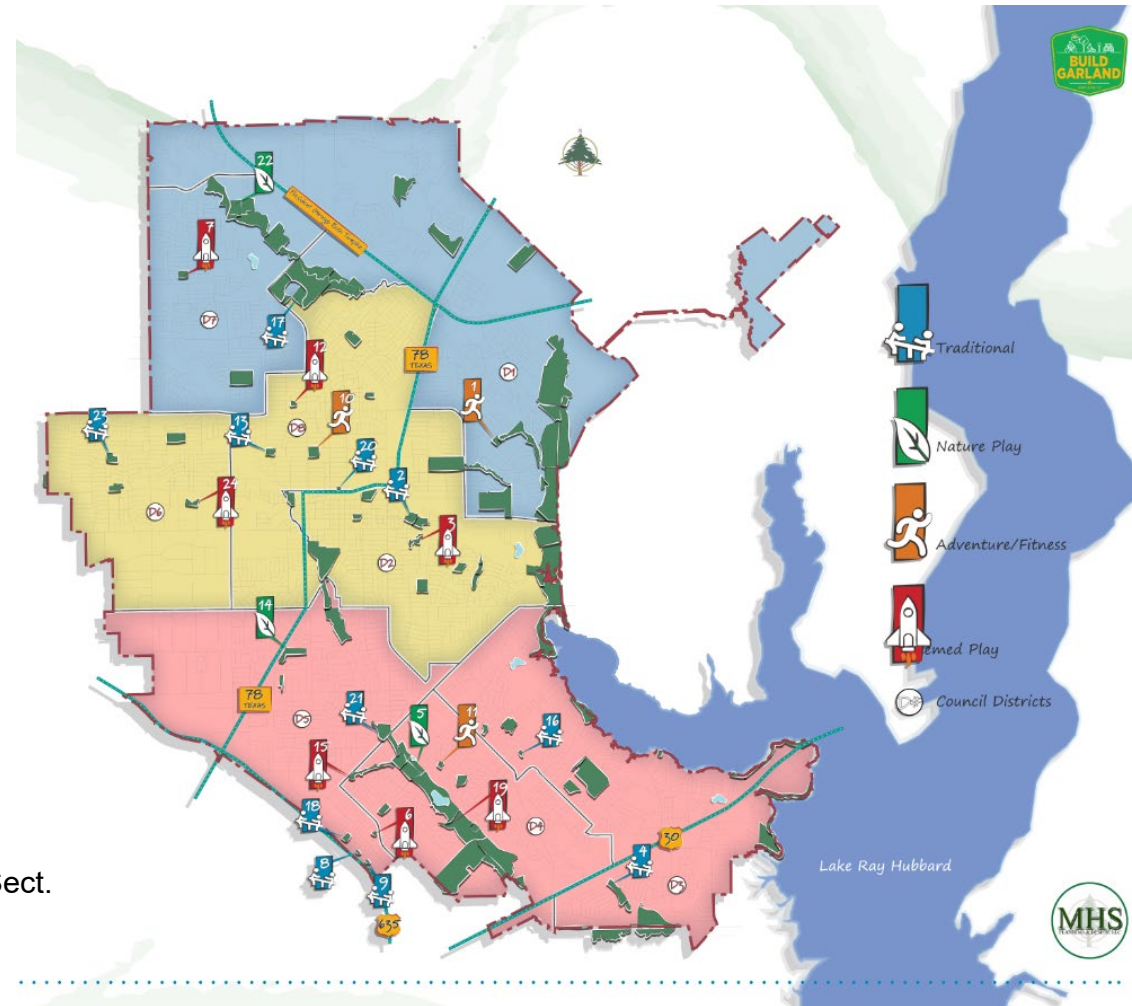
- Bob Hall Park
- Lou Huff Park
- Douglas Park
- Oaks Branch Park
- Duck Creek Greenbelt
- Dorfman Park
- Harold R. Bisby Park
- Grissom Park
- Edward White Park

Package 2 (mid-late 2022)

- John J. Cullom Park
- Independence Park
- Peavy Park
- Alamo Park
- Meadowcreek Branch Park
- Betsy Ross Park
- Winters Softball Complex

Package 3 (late 2022-early 2023)

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





Parks and
Recreation

Proposition D

Audubon Recreation Center

- ✓ Construction Notice to Proceed – September 2020
- Construction underway, completion anticipated – Summer 2021





Parks and
Recreation

Proposition D

Rick Oden Park Improvements

- ✓ Design contract awarded – April 2020
- ✓ CMAR pre-construction services contract awarded – July 2020
- ✓ Phase 1A construction Notice to Proceed – December 2020
 - Phase 1B and Phase 2 to follow



Rick Oden concept plan



Rick Oden Park under construction



Rick Oden Park under construction



Library

Proposition E

	Upcoming	In Design
Projects	• Modernization/Upgrades to South Branch Library (2023) • Modernization/Upgrades to North Branch Library (2023)	• Modernization/Upgrade/Library Kiosks (<i>Implementation 2021</i>) • Modernization/Upgrades to Central Library (2021) • Walnut Creek Library Branch (2022)



Library

Proposition E

Walnut Creek Branch Library (Relocation and expansion)

- ✓ November 2020 – voters approved the use of parkland at Hollabaugh Park for the project
- ✓ Design contract awarded – January 2021
 - Architectural programming – underway

Central Library

- ✓ Design study started – December 2020
- ✓ CMAR pre-construction services awarded – February 2021
- ✓ Design contract awarded – March 2021
 - Construction anticipated – late 2021

Library Kiosks

- Implementation anticipated – late 2021



Walnut Creek Branch Library Sign-Raising



Existing Walnut Creek Branch Library



Approved site for Walnut Creek Branch Library



Municipal
Facilities

Proposition G

In Design

Projects

- Street Department Facility (2021)
- Transportation Maintenance and Operations Facility (2021)



Municipal
Facilities

Proposition G

Street Department Facility (New construction)

- ✓ Pre-design study completed to determine cost benefit of renovation vs. rebuild – July 2020
- ✓ Design contract awarded – August 2020
- ✓ Design kick-off – September 2020
- Design completion anticipated – late 2021

Transportation Maintenance and Operations Facility (Renovation)

- ✓ Design contract awarded – April 2020
- ✓ Department has moved into temporary facilities in preparation for construction – April 2021
- Construction award anticipated – April 2021



Street Department Facility



Transportation Maintenance and Operations Facility



Transportation temporary facilities



Animal Shelter

Proposition H

Under Construction

Projects

- Garland Animal Shelter and Adoption Facility (2022)



Animal Shelter

Proposition H

Animal Shelter

- Under construction
- ✓ Grading/utilities package awarded – November 2020
- ✓ Building package awarded – January 2021
- Construction completion anticipated – early 2022



Animal Shelter under construction



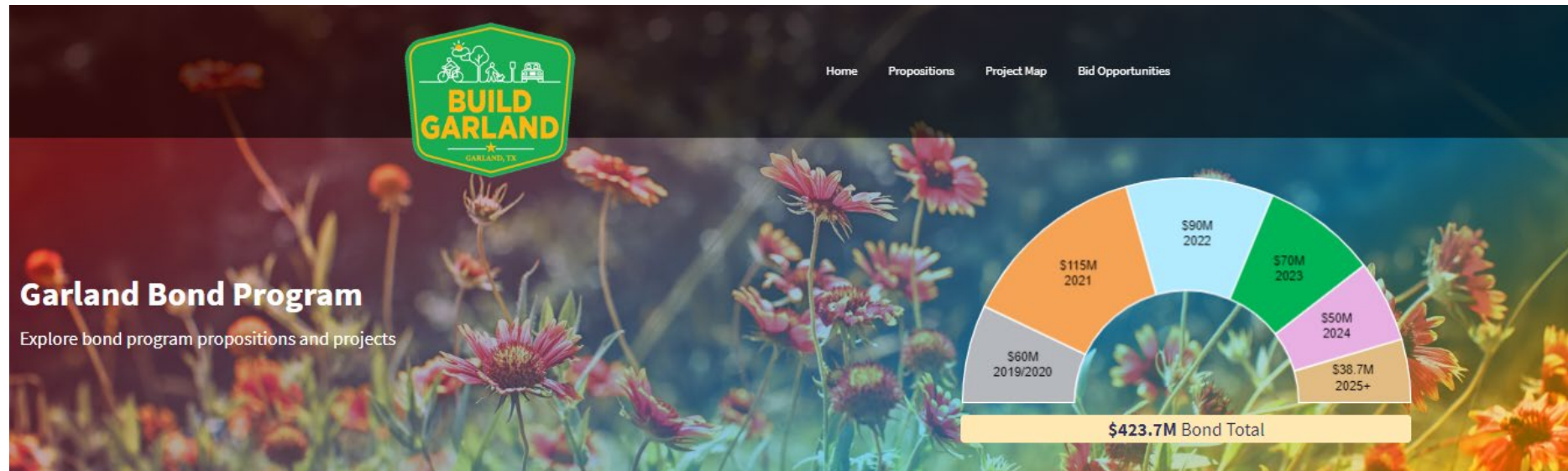
Animal Shelter groundbreaking



Animal Shelter puppies helping break ground



Animal Shelter conceptual rendering



Propositions

Select a proposition to explore its projects and details





For more information, visit
www.BuildGarland.com

Questions?

Rick Galceran, P.E.

Director, Project Management Office





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. d.

Meeting Date: April 19, 2021

Item Title: 2021-2022 Discussion of the CDBG, HOME and ESG Federal Grant Allocations

Submitted By: Mona Woodard, Neighborhood Services Administrator

Summary of Request/Problem

Council discussion and allocation of the Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding, and the Emergency Solutions Grant (ESG) funding.

The Council was previously provided information regarding grant allocation applications during the April 5th, 2021 Work Session. A Public Hearing was held on this item soliciting public input during the April 6th, 2021, regular Council meeting. The final discussion on this item is scheduled for May 3, 2021, with formal Council approval requested the following night during the May 4, 2021, Regular Meeting.

Recommendation/Action Requested and Justification

Staff is requesting Council direction for the allocation of CDBG, HOME and ESG funding.

Attachments

2021-2022 Grant Applications



GARLAND

**HOUSING AND
COMMUNITY SERVICES**

2021-2022 Federal Grant Funding

April 5, 2021 Work Session

Purpose and Timeline

Council is being asked to begin the process of making decisions on how to allocate fiscal year 2021-22 CDBG, HOME and ESG funding. Worksheets were provided to Council for review and individual recommendations. To date, there has been a written briefing provided to Council on April 5, 2021, and a Public Hearing held on April 6, 2021.

2021-2022 Grant Process	
Allocation Discussion	April 19, 2021– Work Session
Final Allocation Discussion	May 3, 2021 – Work Session
Final Allocation Approval	May 4, 2021 – Regular Council Meeting

FY 2021/22 - Community Development Block Grant

- Anticipated CDBG Funding \$2,187,595
 - Anticipated CDBG Carryover Funding \$271,135
-

- Administration \$437,519
- Public Services – 15% Set Aside \$328,139
 - 12 Public Service Applications Received
- CDBG Projects \$1,693,071
 - Projects are included for review

FY 2021/22 - Community Development Block Grant

- Public Services Applications Received

Entity	Application Funding Requested	
Garland Police Boxing Program	\$29,100	
Garland Elderly Yard Care Program	\$22,957	
Garland Parks S.T.A.R.S Program	\$80,000	
Achievement Center of Texas	\$60,000	
Hope Clinic	\$100,000	
Hopes Door/New Beginning Center	\$60,000	
Counseling Institute of Texas	\$60,000	
Meals on Wheels Program	\$13,600	
Salvation Army Rent Assistance Program	\$62,500	
Garland Senior Ombudsman Program	\$18,000	
Emergency Motel Voucher Program – New Project – Restoration Church	\$12,000	
Summer Youth Camp – New Program – Restoration Church	\$60,000	
		Maximum Available
TOTAL Public Service Allocation	578,157	\$340,591

FY 2021/22 - Community Development Block Grant

- City Project Applications Received - Staff Proposed Allocations

Entity		Staff Recommendation
Code Enforcement		\$250,000
Minor Home Repair Grant – Elderly/Disabled		\$200,000
Single Family Rehabilitation Program		\$393,071
Garland Central Library Kiosk Project		\$450,000
Garland Lon Wynne Park Library Kiosk Project		\$450,000
TOTAL Public Service Allocation		\$1,693,071

- City Project Applications Received – Not Proposed

Entity		
Habitat for Humanity of Greater Garland		\$250,000

FY 2021/22 - HOME Partnership Grant

- Anticipated New HOME Funding \$701,303
-

- Available Funding for Administration \$70,130
- 15% CHDO Set Aside \$105,195
 - 1 application received – Habitat for Humanity
- Available Funding for Projects \$525,978
 - New Construction or Infill Renovation Projects
 - Down Payment Assistance Program
- Department currently has 4 HOME Infill construction projects underway.

FY 2020/21 - Emergency Solutions Grant

• ESG Funding	\$193,644
---------------	-----------

-
- | | |
|---|-----------|
| • Administration | \$14,115 |
| • Shelter Operations/Street Outreach – 2 Applications | \$112,919 |
| • Hopes Door/New Beginning Center - \$62,106 | |
| • Metro Relief Street Outreach – \$50,813 | |
| • Rapid Rehousing– 1 Application | \$57,701 |
| • Hopes Door/New Beginning Center | |
| • Data Collection | \$8,909 |
| • Required Contract for Data Collection | |
| • All funding must be used for Homeless Prevention Activities | |

Discussion/Questions



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. e.

Meeting Date: April 19, 2021

Item Title: Consideration of the Fall 2020 Neighborhood Vitality Matching Grant Application from The Trails Recreation Club (District 4)

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

The Community Services Committee recommends discussion with the City Council regarding how the current Neighborhood Vitality Matching Grant policy applies to semi-public applicants such as the Trails Recreation Club. The current policy does not expressly allow or prohibit such an application. As such, City Council is being asked to consider a policy that would allow projects that are limited public access to be eligible for the program.

Recommendation/Action Requested and Justification

City Council is being asked to render a decision on whether to approve or deny approval of the Trails Recreation Club application for participation in the Neighborhood Vitality Matching Grant program.

City Council is also being asked to provide policy direction to staff regarding future applications that are similarly limited access to the public.

Attachments

2020 NVMG Fall Projects - Verbal



NEIGHBORHOOD VITALITY MATCHING GRANT PROJECT SUMMARY

Neighborhood Association: Trails Recreation Club

Project Name: Tennis Area Restoration

Project Location: 725 Trails Parkway

City Council District 4 – Fall 2020 Cycle

Total Project Cost:	\$143,144.00
Requesting Amount:	\$70,050.00
Neighborhood Match:	\$73,094.00
Match %:	25%

Per guidelines COG can pay up to \$100,000 every 5 years

Fall 2015	Speed Humps	Approved	Project cost \$1,700, COG paid \$1,530.
Spring 2019	New community sign, landscaping, irrigation	Approved	Projected cost \$35,535, COG paid \$28,428
Fall 2020	Resurface and restripe tennis court and parking lot. Install chain link fence, replace dead bushes, better lighting.	Pending Decision	Projected cost \$143,144, COG pays \$71,572.00

Project Summary:

- Resurface and restripe the parking lot and 6 tennis courts to include pickle ball.
- Install a strong chain link fencing around the tennis courts.
- Remove dead bushes around tennis courts and replace with new and in better location.
- Restore overhead lighting with timers to conserve energy.

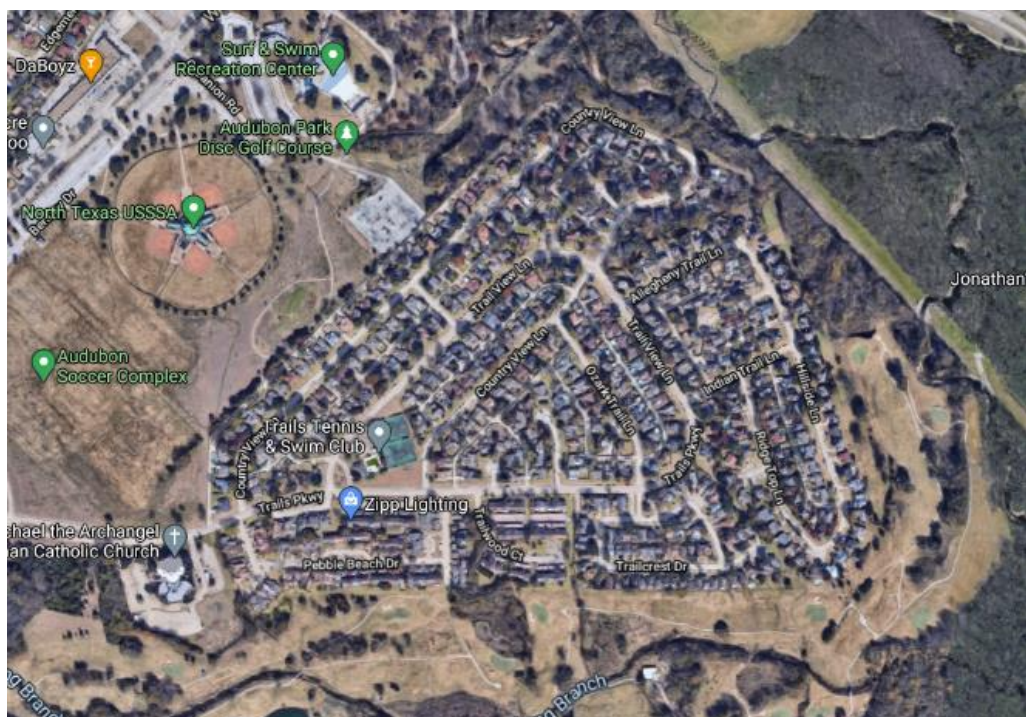


Current



NEIGHBORHOOD VITALITY MATCHING GRANT

Page 4



Neighborhood: Trails Recreation Club includes 400 single family homes located in its own pocket north of I-30. This is a semi-public recreation club.

Neighborhood Boundaries:

- North – Country View Lane
- South – Trail Crest Drive
- East – Hillside Lane
- West – Country View Lane

Project Goals: Improve a gathering/athletic space for neighbors and guests.

Future Maintenance: Trails has a landscape budget and a hired maintenance crew to replace plants “as needed” and conduct regular visits.

City Staff Comments:

Parks:

- Recommended black vinyl coated chain link, dramatically enhances the aesthetics, if existing line posts, terminal posts and gate frames are to remain, they could be repainted black while the mesh is off
- Recommend resurfacing while chain link and nets are removed
- Push button timers may be a good option for the lighting so it will automatically turn off after pre-programmed times
- Wind screens would also be recommended to increase functionality and/or privacy
- Recommend that existing vegetation that is growing into the fence mesh be removed for both aesthetics and longevity of the new fence mesh that is going up. if new vegetation is going to be planted, locate them at the proper distance from the fence, it is different for each plant

Building Inspections:

- If the fence is going back in the same spot and the materials and height is the same then no permit required for the fence. An electrical permit will be required for the electrical work being done from BI.

Office of Neighborhood Vitality:

- Per the guidelines, the City of Garland is allowed to pay up to \$100,000 every 5 years to a neighborhood. Trails Recreation Club received \$1,500 for the Fall 2015 and \$28,428 for the Spring 2019 project. That allows COG to pay a maximum of \$70,050.00 for this project.
- If this project is approved and reimbursed Trails can apply for a Matching Grant in Spring 2024.
- This facility is semi-public with a \$5 fee a day to enjoy the amenities.
- During recent site visit, tennis courts appeared as if they had been resurfaced recently.
- Per the guidelines, repairs or maintenance of existing facilities is not eligible as well as lighting upgrades or security cameras.

Letter from HOA President:



To the Garland City Council:

First, let me express my gratitude, on behalf of the Trails Recreation Club Board, for your consideration of our project. I was asked to serve as President of this board three years ago, when the previous President died, and I inherited quite a mess to clean up. Over those three years we have implemented massive renovation projects related to the clubhouse (roof, rotten interior walls replaced, foundation), to the pool (pumphouse rebuilt and restored, pool emptied and repaired) to the horribly maintained exterior and landscaping. The Neighborhood Vitality Matching Grant played a significant role in helping us accomplish some of these repairs. Now we turn our attention to the tennis courts, which were allowed to decline to the point that grass was growing between a large number of cracks in the moldy and mildewed surface. From lighting to fencing and surface repair, this is by far the most expensive part of the project to date.

I was told that the primary roadblock in terms of getting city assistance with this project revolves around the use and access fee which has been proposed. Currently anyone who lives in the Trails I or II HOAs have open access to the facility. Anyone who lives in Garland can join via an annual membership, which costs \$300 for a calendar year. They can also pay \$5 to simply visit for a day. I know that the nearby Surf-N-Swim received a grant from the city to enable their renovation project and they also charge a daily use fee to help maintain their facilities. If, however, removing the admission fee will green light our project, we are open to that.

Thanks again for your consideration!

Bill Ingram
President, Trails Recreation Club



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. f.

Meeting Date: April 19, 2021

Item Title: Windsurf Bay Park

Summary of Request/Problem

At the request of Mayor Pro Tem Jerry Nickerson and Mayor Scott LeMay, Council is requested to discuss the possible reopening of Windsurf Bay Park.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. g.

Meeting Date: April 19, 2021

Item Title: Backup Generators for Power Outages

Submitted By: Jeff Janke, Administration

Summary of Request/Problem

At the request of Deputy Mayor Pro Tem Deborah Morris and Mayor Scott LeMay, Council is being asked to consider expanding GP&L's Energysaver Rebate Program to include portable standby generators.

Recommendation/Action Requested and Justification

Information purposes only.

Attachments

Backup Generators Presentation

Backup Generators

FOR POWER OUTAGES

GP&L's EnergySaver Program

The EnergySaver Program was created in April of 2008 to assist residential and commercial customers with energy efficiency implementation. Customers who qualify receive a utility bill credit (details below).

- Central A/C & Heat Pump Program

- Central A/C = \$500 / 16 SEER \$600 / 17 SEER \$700 / 17 + SEER
- Heat Pump = \$600 / 16 SEER \$700 / 17 SEER \$800 / 17 + SEER

- Energy Star Window Unit A/C

- Room Air Conditioners 8,000 Btu/hr. or smaller = \$50/unit
- Room Air Conditioners greater than 8,000 Btu/hr. = \$100/unit

Continued on next page.....

GP&L's EnergySaver Program

- Whole-House Weatherization Program
 - Ceiling insulation = \$0.15 per square foot of attic area
 - Energy Star Windows/Doors = \$5.00 per square foot of glass area
 - Solar Screens = \$1.00 per square foot of glass area
 - Duct Replacement = \$0.25 per square foot of conditioned space
 - Duct Sealing/weather-stripping of doors, caulking windows = 50% of the cost
- Commercial Lighting Retrofit Program
 - Existing Wattage – New Wattage x \$100.00 per kW reduced
- Solar Generation Installation Program (no longer offering bill credits but require an installation/approval process)

Portable Generators

PROS

- Can power lights and appliances in a power outage
- Inexpensive
 - \$500 - \$2,000
- Doesn't take up permanent yard space
- Little to no maintenance required

CONS

- Manual usage
- Won't power the entire home
 - Only provides power to essential appliances and lights
- Emits carbon monoxide when in use
- Requires separate fuel storage
- Can be heavy and difficult to move
- Noisy when running



Standby Generators

PROS

- Can power the entire home in a power outage
- Turns on and off automatically
- Requires no manual addition or storage of fuel
- Increases home resale value

CONS

- Expensive
 - \$7,000 - \$10,000
- Takes up outdoor space
- Requires regular maintenance
- Requires an inspection after installation
- Noisy when running
- Recommended weekly test run



Portable Generators

- Inexpensive, readily available, little or no maintenance
- Carbon Monoxide and Ventilation
 - Generator exhaust contains carbon monoxide
 - Generator should only be ran when generator is 20 feet or more away from windows and doors
- Gasoline/Fuel for Generator
 - Proper storage for fuel is recommended to prevent a fire hazard
 - Overfilling a generator that is running or hot can cause a fire
- Electrical Hazards
 - Connecting generator directly to house circuitry can cause backfeed on utility lines (potentially 7,200 volts)
 - Hazard to electrical workers and community if wires are broken during storms
 - Automatic Transfer Switch needs to be installed if connecting to house – allows for isolation
 - Connecting generator to household outlet can cause wiring inside walls to overload and catch fire

Standby Generators

- Expensive, recommended regular maintenance and testing
- Allows the entire home to be powered (including HVAC)
- Has permanent source of fuel
 - There is no need to store additional fuel around or near house
- Automatic Transfer Switch is installed to isolate the generator from the utility line (prevents backfeed on line)
 - This is installed by a licensed electrician
- Standby generators are installed by professionals that know where to locate the unit as to minimize the effect of carbon monoxide emissions

Summary

- Portable generators – cheaper, but have safety-related issues when using and only able to provide power to essential appliances and lighting (not the entire house)
- Standby generators – costly, but many safety-related issues are eliminated and able to power entire house
- Not aware of any incentive programs from electric utility companies within ERCOT associated with providing portable generators
- Only one known incentive program available from an IOU within ERCOT for the installation of standby generators (\$300-\$500)
 - Incentives of this type are usually found in areas prone to frequent outages from weather related events (e.g., along coast lines subject to frequent outages associated with hurricanes)

Questions?
