GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
April 16, 2018
6:00 p.m.

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Consider the Consent Agenda

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

2. Written Briefing:

a. Proposed Property Exchange - 400-500 Block of Avenue A

The Council was briefed at the December 12, 2017 Work Session regarding a proposed property exchange with the Foundry Church in the 400-500 block of Avenue A. A property exchange contract has been developed for the Council's review and approval. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 17, 2018 Regular Meeting.

b. Oncor's Distribution Cost Recovery Factor Filing

The City Council is requested to consider a resolution denying a rate request filed by Oncor to increase rates within the Oncor service area. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 1, 2018 Regular Meeting.

3. Verbal Briefings:

a. Dallas Regional & Local Mobility Plan

At the request of Mayor Douglas Athas, Michael Rogers, Director of Transportation, City of Dallas, will provide a presentation regarding the regional and local aspects of the Dallas Mobility Plan.

b. Transportation Update

The Transportation Director will provide an update on the status of strategic transportation projects in Garland.

c. Image Initiative Advertising Campaign Proposal and Contract

Council is requested to consider a proposed advertising campaign concept and change order for Pyro Agency to provide video, photography, design and support services to produce campaign materials, including but not limited to videos, digital advertising, print, and other media. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 17, 2018 Regular Meeting.

d. Revised Site Selection for the Dog Park and Skate Park within Central Park

At the request of Council Member Robert John Smith and Council Member Anita Goebel, Council is requested to consider revising the proposed locations of the dog park and skate park within Central Park.

4. Regular Items:

a. 2018-2019 CDBG, HOME and ESG Budget Allocation

Council was provided the 2018-2019 CDBG, HOME Infill Partnership and ESG program information at the March 19, 2018 Work Session. City Council conducted a public hearing on March 20, 2018 to allow interested parties seeking federal grant funding an opportunity to present information on proposed programs. During City Council's April 2, 2018 Work Session, Council discussed allocation of funding and final budgets for the grant programs. Council is requested to make final allocations of grant funding for public services and give final approval for City projects to be implemented for the 2018-2019 fiscal year. City Council is requested to adopt a final budget for federal funding during the Regular City Council Meeting that will be held on April, 17, 2018.

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 under Sec. 551.071, TEX. GOV'T CODE and Sec. 551.087, TEX. GOV'T CODE regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect relating to:

a. **A commercial project located generally northeast of the intersection of West Miller Road and South Jupiter Road**
b. **A commercial project located generally southeast of the intersection of South Garland Road and West Kingsley**
c. **A commercial project located generally northwest of the intersection of South Shiloh Road and Marquis Drive**
d. **A residential project located generally southwest of the intersection of East Kingsley Road and East Centerville Road**

The City Council will convene in executive session pursuant to Sections 551.806 and 552.133 of the Texas Government Code to discuss, deliberate, vote on or take final action with regard to a competitive matter, that being a utility-related matter that is related to the City's competitive activity involving the City's preparations for delivery of electric power during the upcoming summer and issues relating to electric rates.

7. Adjourn

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: April 16, 2018

Item Title: Proposed Property Exchange - 400-500 Block of Avenue A

Submitted By: John Baker, Assistant City Manager

Summary of Request/Problem

The Council was briefed at the December 12, 2017 Work Session regarding a proposed property exchange with the Foundry Church in the 400-500 block of Avenue A. A property exchange contract has been developed for the Council's review.

Recommendation/Action Requested and Justification

Council discussion and direction. Unless otherwise directed by Council, this item is scheduled for formal consideration at the April 17, 2018 Regular Meeting.

Attachments

Foundry 380 Agreement
Exhibit A - Foundry Special Warranty Deed to Garland
Land Swap Church to City of Garland
Exhibit B - Garland Special Warranty Deed to Foundry
Land Swap City of Garland to Church
Plat Exhibit Draft
Foundry Church Exhibits

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is entered into by and between the City of Garland, a Texas home-rule municipality of Dallas County, Texas ("City"), and The Foundry Church, a Texas non-profit corporation ("Owner"). The Owner and the City may be referred to jointly herein as the "Parties" and individually as "Party."

RECITALS:

The City and Owner each acknowledge and agree that the following recitals are true and correct and that the same are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in historic areas of the City in order to increase tax revenue for real and business personal property within the City, promote tourism in the historic downtown district through the restoration of historic structures to a substantially similar design and appearance of that of late 19th century and early 20th century architecture, and promote or develop new business enterprises; and

WHEREAS, Owner intends to redevelop, and make substantial real property improvements ("Project") to a certain historical tract of land ("Property") located in the historic downtown district of the City of Garland, Dallas County, Texas, commonly known as 525 West Avenue A, Garland, Texas, and more particularly described as:

> Being Lot 7R, Block 9, of the Martinville Addition, an addition to the City of Garland, Texas, according to the plat thereof, recorded in Volume 98215, Page 13, of the Official Public Records of Dallas County, Texas ("Property").

WHEREAS, Owner and City recognize the architectural value and significance of the Property located in the historic downtown district, and have the common purpose of conserving and preserving the architectural value and significance of the Property's façade to promote tourism to the area;

WHEREAS, the Project will result in (1) increased economic development in the City, including increases in the number of visitors to the historic downtown area, (2) further development in the area by attracting quality retailers, (3) increased retail shopping traffic and contribute to the revitalization of the historic downtown square, and (4) an increase in tax revenues because of investments in neighboring real property, business personal property, and taxable sales within the City;

WHEREAS, the Project will have a direct and positive economic benefit to City; and

WHEREAS, Owner has advised the City that a contributing factor inducing Owner to redevelop the Property is an agreement by the City to provide an economic development grant to Owner as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide a program for economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City wishes to provide incentives to Owner to assist in the economic development of the City, including participating in a "land swap" with Developer ("Economic Development Incentives"); and

WHEREAS, the City has determined, based on information presented to it by Owner, that making an economic development incentive grant to Owner in accordance with this Agreement furthers the City's economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

NOW, THEREFORE, Owner and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Owner and the City, and agree as follows:

TERMS AND CONDITIONS

The term of this Agreement shall begin upon the execution hereof by both Parties and end upon the later of complete performance of all obligations and conditions precedent by parties to this Agreement or ten years from the date on which the Property is first open to the general public, unless sooner terminated in writing in accordance with this Agreement.

1. **Obligations and Duties of the Owner.**

   a. Grant of Easement. As part of the consideration for the Economic Development Incentives, Owner agrees to grant to the City, substantially in the form and substance attached hereto in Preliminary Plat Exhibit XXX, a XXX square foot exclusive and perpetual right-of-way easement along the northern boundary of the Property ("Easement").

   b. Property Conveyance to the City. As part of the consideration for the Economic Development Incentives, Owner agrees to grant and convey to the City in fee a

4,908 square foot portion of the Property along the Property's eastern boundary, substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference for all purposes. The conveyance of the portion of the Property from the Owner to the City shall take place within 180 days from the execution of this Agreement.

c. Opposition to Alcohol Sales. Owner recognizes that as a result of their intended use of the property as a church, Owner may obtain various rights under state or local law to protest or otherwise object to the sale or service of alcoholic beverages at neighboring establishments based on the proximity of such sales to the Property. In further consideration for the Economic Development Incentives, Owner agrees that Owner will not oppose, protest, or otherwise raise objections to attempts by any such neighboring establishments seeking approval to sell or serve alcoholic beverages at their establishments. Owner further agrees not to oppose, protest, or otherwise object to any governing or regulatory body's proceedings regarding review of or the granting of any form of permission or variance allowing for the sale and/or service of alcoholic beverages in areas near the Property.

2. **Obligations and Duties of the City**.

a. Dedication of Alley**.** The City shall dedicate for public use a XXX square foot tract of land owned by the City, more particularly described in Preliminary Plat Exhibit XXX. Such dedication shall be for the purpose of extending the existing alleyway along the north boundary of the Property and connecting said alley to Fifth Street.

b. Property Conveyance to the Owner. As part of the consideration for the Economic Development Incentives, City agrees to conduct a "land swap" with Owner by granting and conveying to the Owner in fee an approximate 597 square foot portion of land owned by the City along the Property's eastern boundary, substantially in the form and substance attached hereto as Exhibit B and incorporated herein by reference for all purposes, in exchange for the real property interests conveyed to the City from the Owner pursuant to above Section 1. The conveyance of the portion of the Property from the City to the Owner shall take place within 180 days from the execution of this Agreement.

3. Default and Recapture. The City shall notify the Owner, in writing, of a default by the Owner in complying with the terms and provisions of this Agreement. In the event that the Owner has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), Owner shall promptly reimburse the City an amount equal to one-tenth ($1/10^{th}$) of the Reimbursement Payment for each calendar year in which an uncured default has occurred, up to 10 years (not including the calendar year in which the Reimbursement Amount was paid by the City) following the payment of the Reimbursement Amount by the City to the Owner.

4. Indemnification. OWNER HEREBY AGREES TO PAY, PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AT ITS OWN COST AND EXPENSE, THE CITY, ITS AGENTS, DIRECTORS, OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES, COSTS, DAMAGES, LOSSES, AND EXPENDITURES (INCLUDING REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS HEREAFTER INCURRED) ARISING OUT OF OR IN CONNECTION WITH INJURY TO OR DEATH OF ANY PERSON; PHYSICAL DAMAGE TO PROPERTY; THE PRESENCE OR RELEASE IN, ON, OR ABOUT THE PROPERTY, AT ANY TIME, OF ANY SUBSTANCE NOW OR HEREAFTER DEFINED, LISTED, OR OTHERWISE CLASSIFIED PURSUANT TO ANY LAW, ORDINANCE ,OR REGULATION AS A HAZARDOUS, TOXIC, POLLUTING, OR CONTAMINATING SUBSTANCE; OR OTHER INJURY OR OTHER DAMAGE OCCURRING ON OR ABOUT THE PROPERTY, INCLUDING WITH THE EASEMENT AREA. IN THE EVENT THAT OWNER IS REQUIRED TO INDEMNIFY THE CITY PURSUANT TO THE TERMS OF THIS PARAGRAPH, THE AMOUNT OF SUCH INDEMNITY, UNTIL DISCHARGED, SHALL CONSTITUTE A LIEN ON THE PROPERTY WITH THE SAME EFFECT AND PRIORITY AS A MECHANIC'S LIEN. PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL JEOPARDIZE THE PRIORITY OF ANY RECORDED LIEN OF MORTGAGE OR DEED OF TRUST GIVEN IN CONNECTION WITH A PROMISSORY NOTE SECURED BY THE PROPERTY.

5. Notwithstanding any provision located herein to the contrary, the City is not warranting or otherwise making any promises, agreements, or covenants which grant Owner the authority or right to redevelop the Property. Any subsequent redevelopment of the Property is to be controlled by all applicable laws, regulations, development standards, and ordinances.

6. Limitation of Liability. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF CITY, ITS OFFICERS, EMPLOYEES, OR AGENTS, TO OWNER, AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS PROJECT OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO INTENTIONAL TORTS, NEGLIGENCE, PREMISES DEFECTS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE REIMBURSEMENT AMOUNT.

7. 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. Waiver. Either the City or Owner 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. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

9. Assignment. This Agreement may not be assigned by Owner without the City's written consent.

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

11. 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. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

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

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

14. 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 and no written modification of this Agreement shall be effective unless executed by both parties.

15. Relationship of Parties; No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

16. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

    a. A written notice (the "Notice of Dispute") substantially describing the nature of the dispute shall be delivered by the dissatisfied party (the "Dissatisfied Party") to the other party (the "Responding Party"), which Notice of Dispute shall request a written response (the "Response") which attempts to resolve the dispute; and
    b. If the Responding Party fails to deliver the Response within ten (10) days after its receipt of the Notice of Dispute, either party may proceed to institute any lawsuit or proceeding arising from this Agreement. If the Responding Party timely delivers the Response to the Dissatisfied Party and the Response does not reasonably resolve the dispute in the opinion of the Dissatisfied Party, the Dissatisfied Party shall deliver written notice to that effect (the "Notice of Continuing Dispute") to the Responding Party. Within thirty (30) days after the Responding Party's receipt of the Notice of Continuing Dispute, an individual appointed by the Dissatisfied Party having authority over the activities of the Dissatisfied Party and an individual appointed by the Responding Party having authority over the activities of the Responding Party shall meet in person at a time and location mutually acceptable to the parties in an effort to resolve the dispute. In the event that the Dissatisfied Party and the Responding Party are unable to agree on the time and location of such meeting, or after such meeting a dispute remains, either party may proceed to institute any lawsuit or proceeding arising from this Agreement.

17. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either Party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person or next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, when deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address.

If to City:	If to Owner:
City of Garland 200 N. Fifth Street PO Box 469002 Garland, Texas 75046-9002	The Foundry Church. XXXXXXXXXXXX Garland, Texas 75XXX

Attn: City Manager	Attn:
Phone: (972) 205-2000	Phone :
With a required copy to:	With a required copy to:

City Attorney
200 N. Fifth Street
PO Box 469002
Garland, Texas 75046-9002

Phone: (972) 205 - 2380

18. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday generally recognized by banks in the State of Texas, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

19. Employment of Undocumented Workers. During the Term of this Agreement the Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the amount of the Incentive actually paid to and received by Owner from by the City as of the date of such violation within 120 business days after the date the Owner is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Owner is not liable for a violation of this Section in relation to any workers employed by a subsidiary, affiliate, or franchisee of the Owner or by a person with whom the Owner contracts.

20. Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights that would otherwise be available to it by law. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

21. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is approved by the Garland City Council.

OWNER:	**CITY:**
The Foundry Church, a Texas non-profit corporation	**City of Garland, Texas**, a home-rule municipality
By:______________________________	By:______________________________
Name:	Bryan Bradford
Title:	City Manager

Date Executed: ______________________ Date Executed: ____________________

Exhibit "A"

DEED WITHOUT WARRANTY

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

That **The Foundry Church**, a Texas non-profit corporation ("Grantor"), for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **The City of Garland, Texas**, a Texas home-rule municipal corporation ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain 0.044 acre lot, tract, or parcel of land situated in the City of Garland, County of Dallas, State of Texas as more particularly described in Exhibit "A", attached hereto **(the "Property").**

This Deed without Warranty is subject to:

(i) any and all visible and apparent easements and encroachments, whether of record or not;

(ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;

(iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;

(iv) rights of parties in possession; and

(v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

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

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

Exhibit "A"

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

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the ______day of _____________________ 2018.

GRANTOR:

The Foundry Church, a Texas non-profit corporation

____

By:________________________________

Its: ________________________________

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of ____________, 2018, by ___________________________, in his capacity as _______________ of the Foundry Church.

____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
4,908-SQUARE-FOOT TRACT OF LAND
Part of
LOT 7R, BLOCK 9 OF
MARTINVILLE ADDITION
AND EMBRACING PART OF
Avenue A and a Platted 20-foot Alley
Situated in the Joel Crumpacker Survey, A-328
THE CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 4,908-square-foot tract of land situated in the Joel Crumpacker Survey, Abstract Number 328, Dallas County, Texas, and also being in City of Garland, and embracing a portion of Lot 7R, Block 9, of Martinville Addition, as said lot appears on the plat thereof recorded in Volume 98215, at Page 13 of the Deed Records of Dallas County, Texas, and also embracing a portion of a 25-foot-wide strip of land commonly known as Santa Fe Street running parallel with and northwest of the Gulf, Colorado & Santa Fe Railway according to the plat of Embree recorded in Volume 77, at Page 441 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a X set on a concrete slab on the prolongation of the apparent northerly right-of-way line of Avenue A at N 89°37'23"E a distance of 10.00 feet from the southeast corner of Lot 7R, Block 9 of the aforementioned Martinville Addition from which a 5/8-inch steel rod with an orange plastic cap stamped "SOUTH TEXAS SURVEYING INC" bears S 56-3/4° W a distance of 0.27 feet, and said beginning point having coordinates of:
X = 2,540,194.63 feet,
Y = 7,019,746.28 feet;

THENCE N 00°12'22"W at a distance of 45.09 feet pass the northwesterly line of a 25-foot-wide strip of land as it appears on the aforementioned plat of Embree and that is commonly known as Santa Fe Street, and continuing on the same course for an additional distance of 80.02 feet for a total distance of 125.11 feet to a 5/8-inch steel rod set with an orange plastic cap stamped "R-DELTA FIRM#10155000" on the southerly right-of-way line of the aforementioned 20-foot alley;

THENCE N 89°47'38"E with the southerly right-of-way line of said 20-foot alley at a distance of 46.93 feet pass the northeast corner of said Lot 7R, Block 9, the same being at the northwesterly line of said Santa Fe Street and continue on the same course with the prolongation of said southerly right-of-way line of the 20-foot alley for an additional distance of 28.98 feet for a total distance of 75.91 feet to a point on the southeast right-of-way line of said Santa Fe Street, 200.0 feet measured perpendicular from the centerline of the Gulf, Colorado & Santa Fe Railway's main line railroad tracks;

THENCE S 30°10'51"W running parallel with and 200.0 feet northwest of the centerline of the Gulf, Colorado & Santa Fe Railway main line railroad tracks, at a distance of 144.42 feet pass 0.35 feet southeast of an X found on a concrete slab marking the southwesterly corner of Lot 1, Block 1 of Fifth Street Addition No. 2, according to the plat thereof recorded in Volume 2002201, at Page 77 of the Deed Records of Dallas County, Texas, and continue for an additional distance of 0.61 feet for a total distance of 145.03 feet to a point on the prolongation of the apparent northerly right-of-way line of Avenue A;

THENCE S 89°37'23"W with the prolongation of the apparent northerly right-of-way line of Avenue A, a distance of 2.55 feet to the POINT OF BEGINNING and containing 4,908 square feet of land of which 3,255 square feet is within the right-of-way of the 25-foot strip known as Santa Fe Street leaving a net of 1,653 square feet of land.

Wayne C. Terry

STATE OF TEXAS
REGISTERED
WAYNE C. TERRY
4184
PROFESSIONAL
LAND SURVEYOR

March 30, 2018

A graphical exhibit of even date accompanies this exhibit.

The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202),

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Fax (972) 487-2270
www.rdelta.com
TBPE No. F-1515
TBPLS No. 10155000

ENGINEERS, LAND PLANNERS
AND LAND SURVEYORS

DRAWN BY: WCT/WAL	CHECKED BY: WCT	1"=20'
DATE: MAR 2018	RDE No. 2577-18 Foundry to City of Garland	

EXHIBIT A

4,908-SQUARE-FOOT TRACT OF LAND
Part of
LOT 7R, BLOCK 9 OF
MARTINVILLE ADDITION
AND EMBRACING PART OF
Avenue A and a Platted 20-foot Alley
Situated in the Joel Crumpacker Survey, A-328
THE CITY OF GARLAND, DALLAS COUNTY, TEXAS

Wayne C. Terry

STATE OF TEXAS
REGISTERED
WAYNE C. TERRY
4184
PROFESSIONAL
LAND SURVEYOR

March 30, 2018

A land description of even date accompanies this exhibit.

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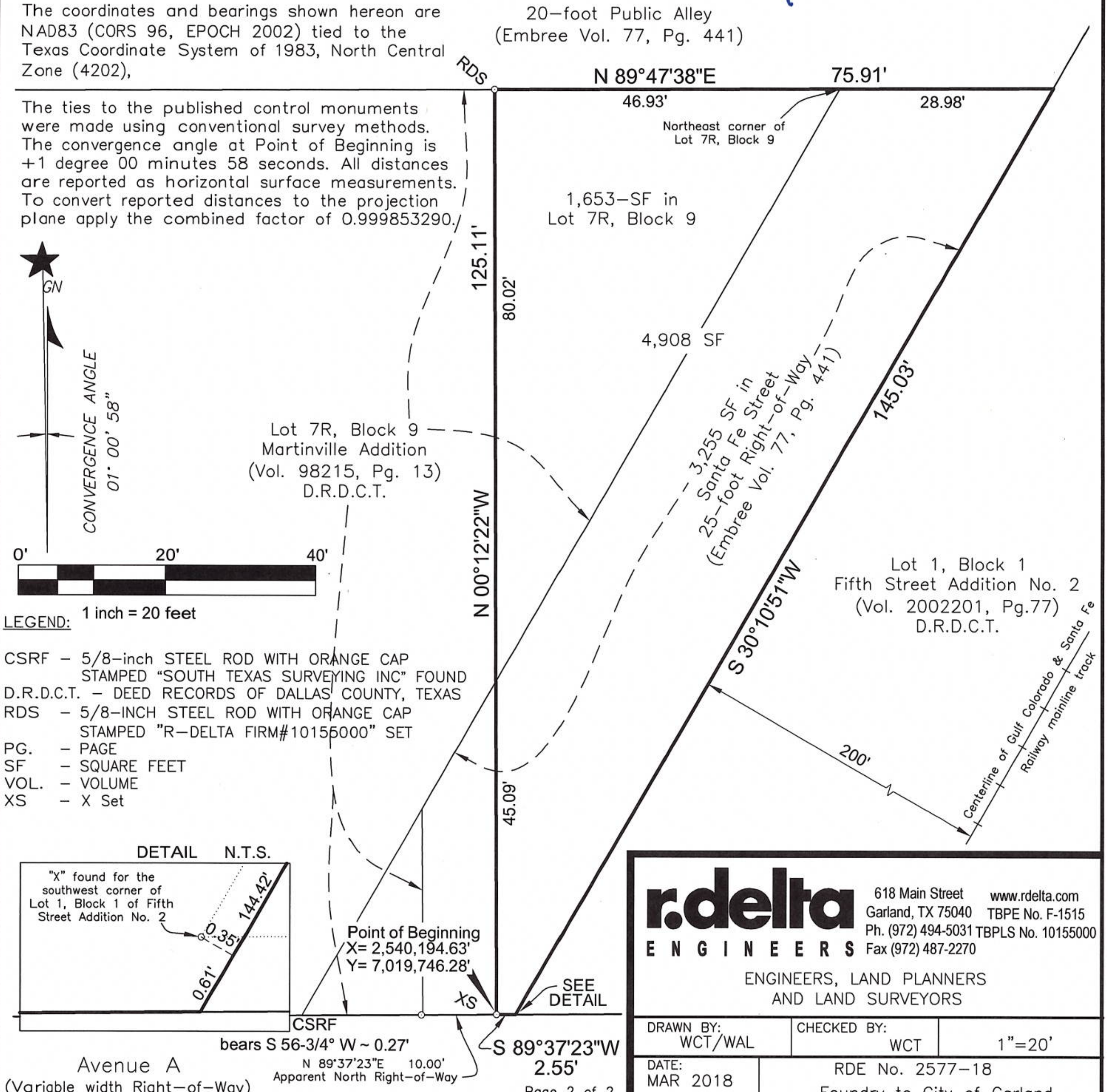

LEGEND:

CSRF – 5/8-inch STEEL ROD WITH ORANGE CAP STAMPED "SOUTH TEXAS SURVEYING INC" FOUND
D.R.D.C.T. – DEED RECORDS OF DALLAS COUNTY, TEXAS
RDS – 5/8-INCH STEEL ROD WITH ORANGE CAP STAMPED "R-DELTA FIRM#10155000" SET
PG. – PAGE
SF – SQUARE FEET
VOL. – VOLUME
XS – X Set

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DATE: MAR 2018	RDE No. 2577-18 Foundry to City of Garland	

Exhibit “B”

DEED WITHOUT WARRANTY

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

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **The Foundry Church,** a Texas non-profit corporation (“Grantee”), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain 0.008 acre lot, tract, or parcel of land situated in the City of Garland, County of Dallas, State of Texas as more particularly described in Exhibit “A”, attached hereto **(the “Property”).**

This Deed without Warranty is subject to:

(i) any and all visible and apparent easements and encroachments, whether of record or not;

(ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;

(iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;

(iv) rights of parties in possession; and

(v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

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

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

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

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the ______day of ______________________ 2018.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

____
Mayor

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of ____________, 2018, by ___________________________, in his capacity as Mayor of the City of Garland.

____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT B
597-SQUARE-FOOT TRACT OF LAND
Part of
LOT 7R, BLOCK 9 OF
MARTINVILLE ADDITION
AND EMBRACING PART OF
Avenue A and a Platted 20-foot Alley
Situated in the Joel Crumpacker Survey, A-328
THE CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING a 597–square–foot tract of land situated in the Joel Crumpacker Survey, Abstract Number 328, Dallas County, Texas, and also being in City of Garland, and embracing a portion of Lot 7R, Block 9, of Martinville Addition, as said lot appears on the plat thereof recorded in Volume 98215, at Page 13 of the Deed Records of Dallas County, Texas, and also embracing a portion of a 25–foot–wide strip of land commonly known as Santa Fe Street running parallel with and northwest of the Gulf, Colorado & Santa Fe Railway according to the plat of Embree recorded in Volume 77, at Page 441 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a X set on a concrete slab on the prolongation of the apparent northerly right–of–way line of Avenue A at N 89°37'23"E a distance of 10.00 feet from the southeast corner of Lot 7R, Block 9 of the aforementioned Martinville Addition from which a 5/8–inch steel rod with an orange plastic cap stamped "SOUTH TEXAS SURVEYING INC" bears S 56–3/4° W a distance of 0.27 feet, and said beginning point having coordinates of:
X = 2,540,194.63 feet,
Y = 7,019,746.28 feet;

THENCE S 89°37' 23" W with the apparent northerly right–of–way line of Avenue A (a variable width right–of–way) at a distance of 10.00 feet pass the aforementioned southeast corner of said Lot 7R, and continuing with the apparent northerly right–of–way line of Avenue A and with the southerly line of said Lot 7R, for an additional distance of 16.49 feet for a total distance of 26.49 feet to a point on the northwesterly line of a 25–foot–wide strip of land as it appears on the aforementioned plat of Embree and that is commonly known as Santa Fe Street, said point is 225.00 feet measured perpendicular from the centerline of the Gulf, Colorado & Santa Fe Railway's main line railroad tracks;

THENCE N 30°10' 51" E with the northwesterly line of the aforementioned Santa Fe Street, and running parallel with and 225.0 feet northwest of the centerline of the Gulf, Colorado & Santa Fe Railway main line railroad tracks, at a distance of 32.43 feet pass an angle point in the easterly line of the last mentioned Lot 7R, Block 9, from which a 5/8–inch steel rod found with an orange plastic cap stamped "SOUTH TEXAS SURVEYING INC" bears N 2–3/4° W a distance of 1.16 feet, and continuing on the same course and with the easterly line of said Lot 7R for an additional distance of 19.93 feet for a total distance of 52.36 feet;

THENCE S 00°12' 22" E at a distance of 44.39 feet pass 2.55 feet west of an "X" found on a concrete slab marking the southwesterly corner of Lot 1, Block 1 of Fifth Street Addition No. 2, according to the plat thereof recorded in Volume 2002201, at Page 77 of the Deed Records of Dallas County, Texas, and continue for an additional distance of 0.70 feet for a total distance of 45.09 feet to the POINT OF BEGINNING and containing 597 square feet of land of which 230 square feet is within the aforementioned Lot 7R, Block 1 of Martinville Addition and 367 square feet of land in a 10–foot–wide strip of land to the east of said lot.

Wayne C. Terry

STATE OF TEXAS
REGISTERED
WAYNE C. TERRY
4184
PROFESSIONAL
LAND SURVEYOR

March 30, 2018

A graphical exhibit of even date accompanies this exhibit.

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ENGINEERS, LAND PLANNERS AND LAND SURVEYORS

DRAWN BY: WCT/WAL	CHECKED BY: WCT	1"=20'
DATE: MAR 2018	2577–18 City of Garland to Foundry	

EXHIBIT B
597-SQUARE-FOOT TRACT OF LAND
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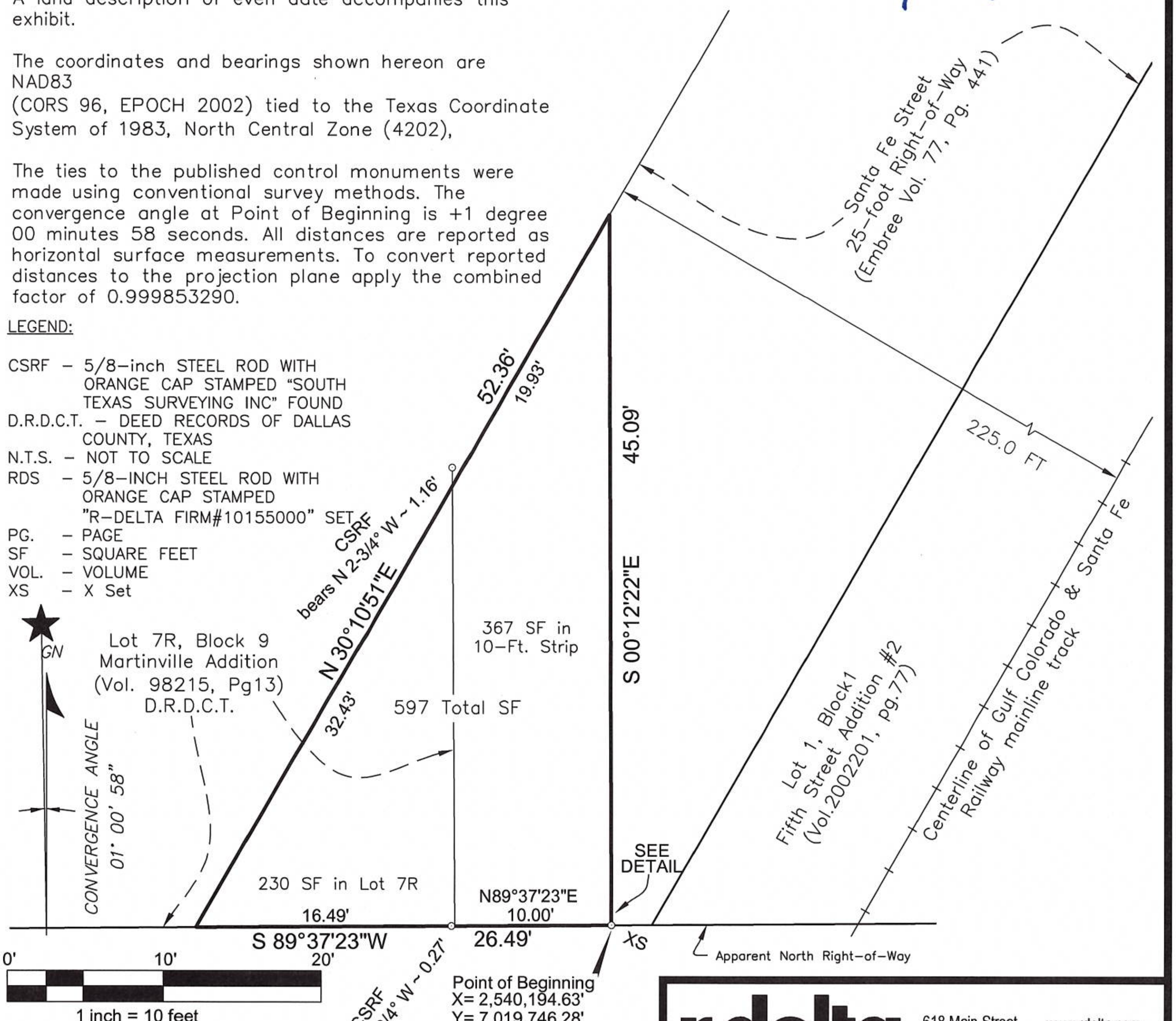
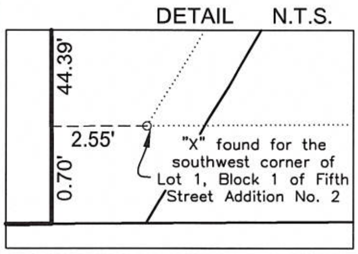
LEGEND:

- CSRF – 5/8–inch STEEL ROD WITH ORANGE CAP STAMPED "SOUTH TEXAS SURVEYING INC" FOUND
- D.R.D.C.T. – DEED RECORDS OF DALLAS COUNTY, TEXAS
- N.T.S. – NOT TO SCALE
- RDS – 5/8–INCH STEEL ROD WITH ORANGE CAP STAMPED "R–DELTA FIRM#10155000" SET
- PG. – PAGE
- SF – SQUARE FEET
- VOL. – VOLUME
- XS – X Set





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ENGINEERS, LAND PLANNERS AND LAND SURVEYORS

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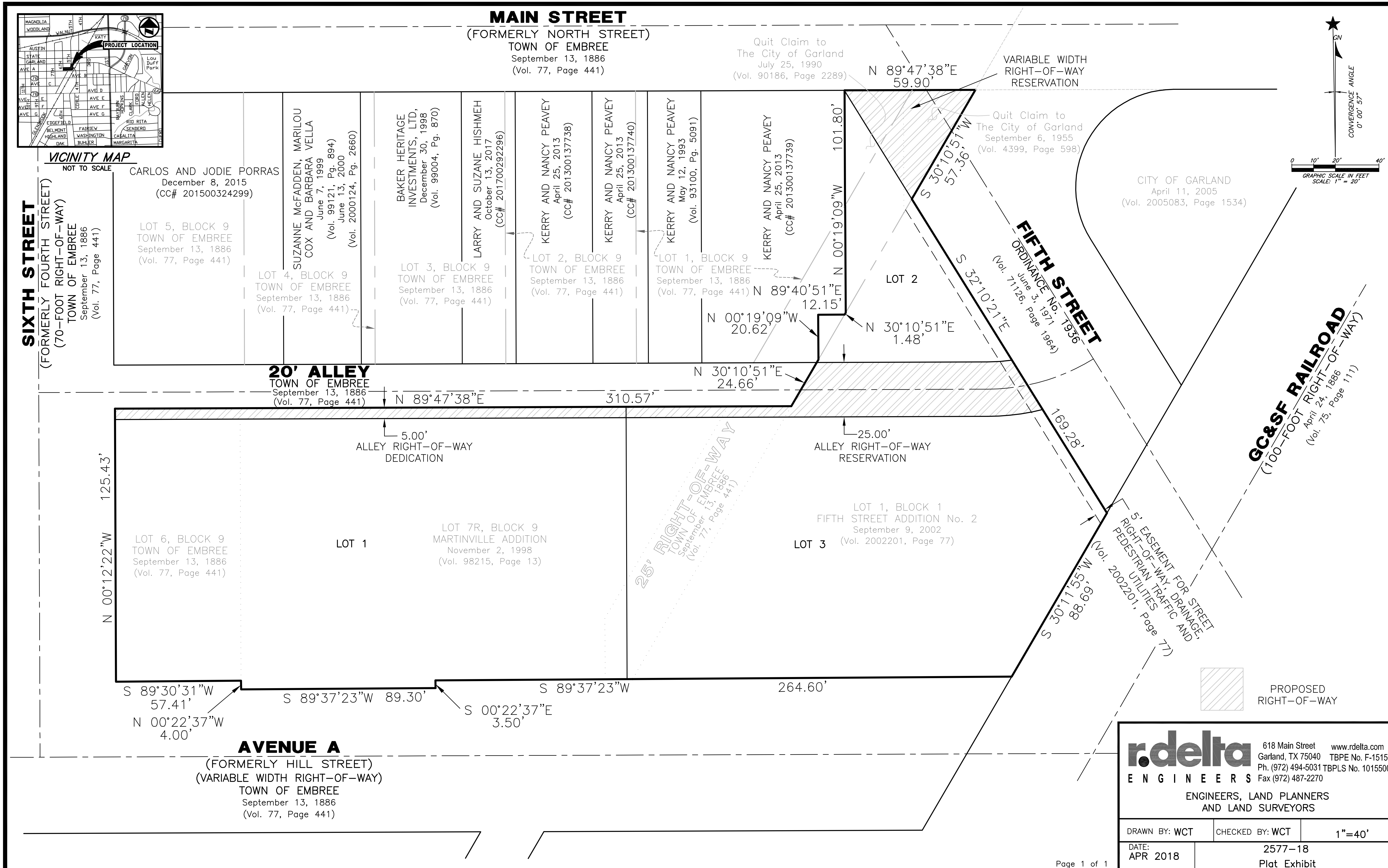
MAIN STREET
(FORMERLY NORTH STREET)
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
VICINITY MAP
NOT TO SCALE
PROJECT LOCATION
Quit Claim to
The City of Garland
July 25, 1990
(Vol. 90186, Page 2289)
N 89°47'38"E
59.90'
VARIABLE WIDTH
RIGHT-OF-WAY
RESERVATION
Quit Claim to
The City of Garland
September 6, 1955
(Vol. 4399, Page 598)
CONVERGENCE ANGLE
0° 00' 57"
GN
GRAPHIC SCALE IN FEET
SCALE: 1" = 20'
CITY OF GARLAND
April 11, 2005
(Vol. 2005083, Page 1534)
SIXTH STREET
(FORMERLY FOURTH STREET)
(70-FOOT RIGHT-OF-WAY)
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
CARLOS AND JODIE PORRAS
December 8, 2015
(CC# 201500324299)
SUZANNE McFADDEN, MARILOU COX AND BARBARA VELLA
June 7, 1999
(Vol. 99121, Pg. 894)
June 13, 2000
(Vol. 2000124, Pg. 2660)
BAKER HERITAGE INVESTMENTS, LTD.
December 30, 1998
(Vol. 99004, Pg. 870)
LARRY AND SUZANE HISHMEH
October 13, 2017
(CC# 201700292296)
KERRY AND NANCY PEAVEY
April 25, 2013
(CC# 201300137738)
KERRY AND NANCY PEAVEY
April 25, 2013
(CC# 201300137740)
KERRY AND NANCY PEAVEY
May 12, 1993
(Vol. 93100, Pg. 5091)
KERRY AND NANCY PEAVEY
April 25, 2013
(CC# 201300137739)
N 00°19'09"W
101.80'
S 30°10'51"W
57.36'
LOT 5, BLOCK 9
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
LOT 4, BLOCK 9
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
LOT 3, BLOCK 9
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
LOT 2, BLOCK 9
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
LOT 1, BLOCK 9
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
N 89°40'51"E
12.15'
LOT 2
FIFTH STREET
ORDINANCE No. 1936
June 3, 1971
(Vol. 71126, Page 1964)
S 32°10'21"E
N 00°19'09"W
20.62'
N 30°10'51"E
1.48'
GC&SF RAILROAD
(100-FOOT RIGHT-OF-WAY)
April 24, 1886
(Vol. 75, Page 111)
20' ALLEY
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
N 30°10'51"E
24.66'
N 89°47'38"E
310.57'
5.00'
ALLEY RIGHT-OF-WAY
DEDICATION
25.00'
ALLEY RIGHT-OF-WAY
RESERVATION
169.28'
125.43'
N 00°12'22"W
25' RIGHT-OF-WAY
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
LOT 6, BLOCK 9
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
LOT 1
LOT 7R, BLOCK 9
MARTINVILLE ADDITION
November 2, 1998
(Vol. 98215, Page 13)
LOT 1, BLOCK 1
FIFTH STREET ADDITION No. 2
September 9, 2002
(Vol. 2002201, Page 77)
LOT 3
5' EASEMENT FOR STREET RIGHT-OF-WAY, DRAINAGE, PEDESTRIAN TRAFFIC AND UTILITIES
(Vol. 2002201, Page 77)
S 30°11'55"W
88.69'
PROPOSED
RIGHT-OF-WAY
S 89°30'31"W
57.41'
S 89°37'23"W 89.30'
S 89°37'23"W
264.60'
S 00°22'37"E
3.50'
N 00°22'37"W
4.00'
AVENUE A
(FORMERLY HILL STREET)
(VARIABLE WIDTH RIGHT-OF-WAY)
TOWN OF EMBREE
September 13, 1886
(Vol. 77, Page 441)
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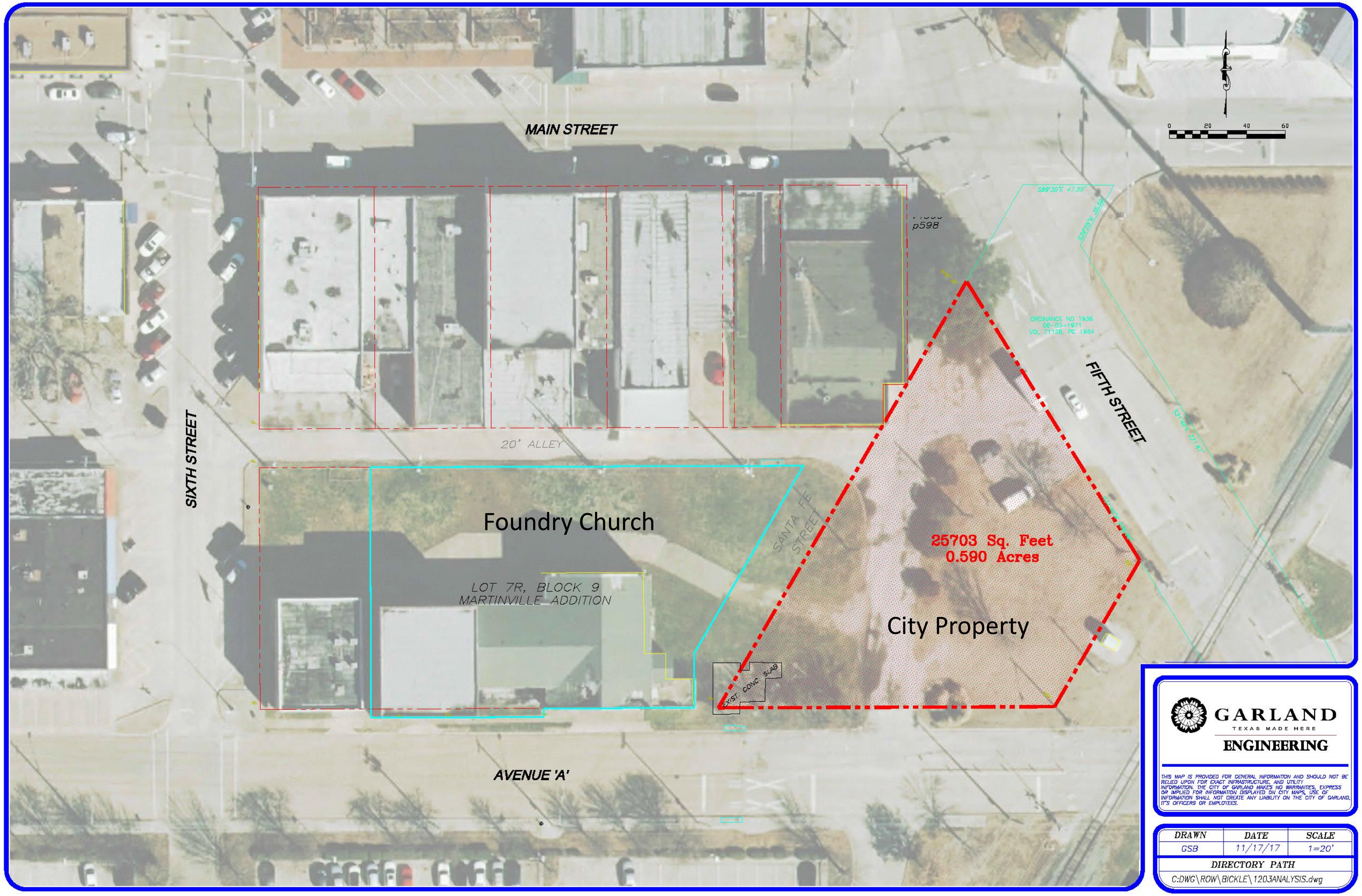
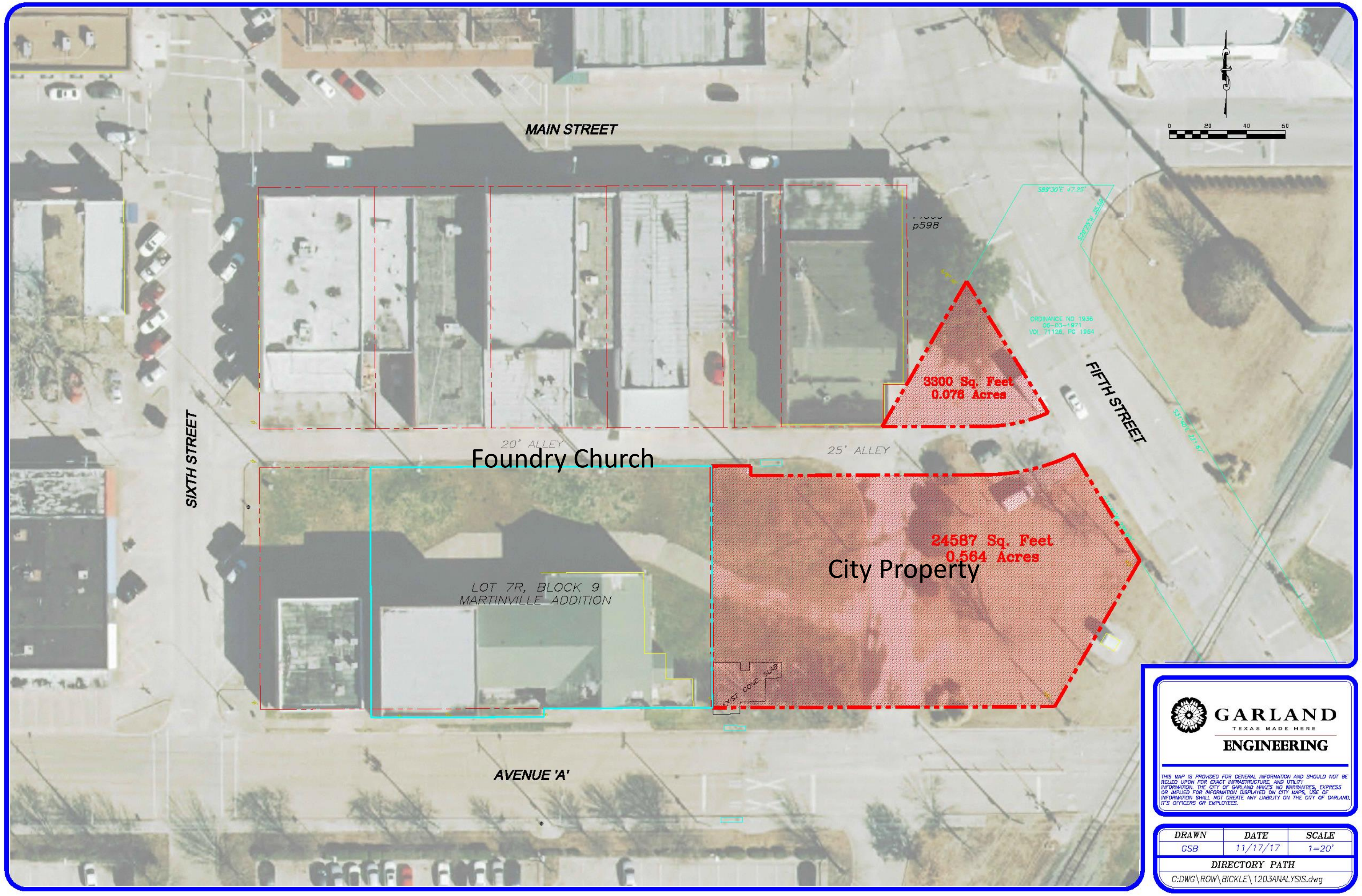
AND LAND SURVEYORS
DRAWN BY: WCT
CHECKED BY: WCT
1"=40'
DATE:
APR 2018
2577-18
Plat Exhibit
Page 1 of 1

Existing Property Configuration



Property Configuration After Property Exchange (Approximate SF)



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: April 16, 2018

Item Title: Oncor's Distribution Cost Recovery Factor Filing

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

The City Council is requested to consider a resolution denying a rate request filed by Oncor to increase rates within the Oncor service area.

On April 5, 2018, Oncor filed an Application for Approval of a Distribution Cost Recover Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. The filing included Garland because approximately 15% of Garland is served by Oncor. In the filing, the Company asserts that it is seeking an increase in distribution revenues of $19,002,177 systemwide. We do not know at this point what the impact would be on Garland ratepayers within the Garland service area served by Oncor. The immediate problem is that the type of rate filing employed by Oncor in this case triggers a very short response time on the City's part. We have only 60 days in which to review and approve or disapprove the filing. Given the short amount of time allowed, the prudent course of action is to deny the request, which then moves the matter to the PUC for ultimate resolution. Generally, once the cities affected by the increase have had a chance to fully review and analyze the filing, a negotiated rate can be agreed on, which will then be submitted to the PUC for approval.

Garland is a member of a large group of cities known as the Steering Committee of Cities Served by Oncor ("OCSC"). It is through the OCSC that the rate filing will be evaluated and the group will determine what further strategy, including settlement, to pursue.

Recommendation/Action Requested and Justification

The purpose of the proposed resolution is to deny the DCRF application filed by Oncor. The resolution will futher:

- Authorize the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 48231.
- Authorize the hiring of legal counsel and consultants to review the filing, negotiate with Oncor, and make recommendations to the City (through the OCSC) regarding reasonable rates.
- Authorize the OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
- Preserve Oncor's current rates pending further action.
- Provide that Oncor will reimburse the cities that comprise the OCSC for their reasonable

rate case expenses.

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

Attachments

Oncor Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARLAND FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY, LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas is an electric utility customer of Oncor Electric Delivery Company, LLC ("Oncor"), and a regulatory authority with an interest in the rates and charges of Oncor;

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area;

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Aproval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket Number 48231, seeking to increase electrical distribution rates by approximately $19,002,177 systemwide;

WHEREAS, electric utility customers residing in the Oncor service area within Garland may be impacted by this ratemaking proceeding if it is granted;

WHEREAS, members of OCSC are coordinating a review of Oncor's DCRF filing with designated attorneys and consultants to determine the reasonableness of the requested increase;

WHEREAS, a DCRF application triggers a limited issue, limited review rate case which provides a city with original jurisdiction over rates (such as Garland) only 60 days to review and approve or disapprove the rates;

WHEREAS, given the limited amount of time available to review Oncor's DCRF filing and the magnitude of the requested increase, it is more prudent to deny the DCRF at this time;

WHEREAS, OCSC's members and attorneys recommend that the member cities of the OCSC that have retained original jurisdiction over rates deny the DCRF in order to allow further study and negotiations;

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

Section 1

That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the city limits of the City of Garland are found to be unreasonable and are hereby denied.

Section 2

That Oncor shall continue to charge its existing rates to customers within the city limits of the City of Garland.

Section 3

That subject to the right to terminate employment at any time, the City Council hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with Oncor, make recommendations to the OCSC and the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC; that the City is authorized to participate with OCSC in PUC Docket Number 48231; and that the City's reasonable rate case expense shall be reimbursed in full by Oncor.

Section 4

That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rogers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the OCSC's member cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section 5

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

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

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: April 16, 2018

Item Title: Dallas Regional & Local Mobility Plan

Summary of Request/Problem

At the request of Mayor Douglas Athas, Michael Rogers, Director of Transportation, City of Dallas, will provide a presentation regarding the regional and local aspects of the Dallas Mobility Plan.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Strategic Mobility Plan

Strategic Mobility Plan

City of Garland
April 16, 2018

Michael Rogers, Director
Department of Transportation
City of Dallas

What is a Strategic Mobility Plan?

- Roadmap that guides all facets of transportation planning in the City


What is a Strategic Mobility Plan?

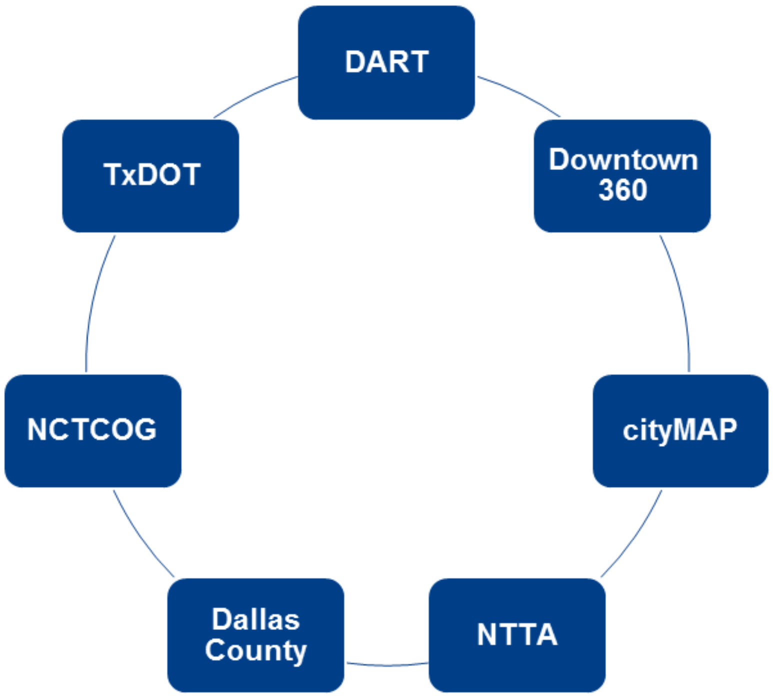
- Action plan/strategy used to guide transportation investment for short-term (<5 years) and long-term (5+ years) projects

- Advocate for equitable, affordable, safe, accessible and sustainable transportation integrated with economic development and housing initiatives

CITY OF DALLAS TEXAS

Why does the City need one?

- Coordinates and integrates existing mobility plans from various agencies into one cohesive and strategic vision for the region
- Empowers policymakers, stakeholders, residents and staff to identify priorities and leverage transportation assets for implementation
- Creates a sense of "oneness" and partnership among all stakeholders
- Technological advances are moving fast



Strategic Priorities

- Ties closely to City's six strategic priorities:
  - Mobility Solutions, Infrastructure & Sustainability
  - Public Safety
  - Economic & Neighborhood Vitality
  - Human & Social Needs
  - Quality of Life
  - Government Performance & Financial Management

Key Plan Elements

- Vision, mission and goals
- Guiding principles
- Collaboration and partnerships
- Community engagement

Plan Development

1. City staff will initiate plan development
   - Inventory of existing transportation infrastructure
   - Summarize all City and partner agency transportation plans
   - Initiate extensive community engagement process to inform vision statement, goals and policy initiatives
2. Procure consultant services for transportation modeling and modal/technological expertise
3. Use community input and data to produce short- and long-term program recommendations
4. Develop performance measures to track progress

Community Engagement Development Partners

- Development partners will provide information and lend professional expertise
- Potential members include regional transportation organizations, governmental entities and private companies

Texas Department of Transportation

NTTA

North Central Texas Council of Governments

Community Engagement
Mobility Advisory Group

- Staff will facilitate the Mobility Advisory Group, which will:
  - Advise staff on Strategic Mobility Plan development
  - Serve as resource to expand outreach efforts
  - Participate in visioning sessions
- Potential members include workforce development agencies, social service agencies and professional organizations

ACEC
American Council of Engineering Companies

TREC
Texas Real Estate Commission

GDPC
Greater Dallas Planning Council

Downtown Dallas Inc

Dallas Citizens Council

Plan Timeline
Phase 1A: Community Engagement

Scope development
Dec. 2017

Project kickoff
Feb. 2018

Round 1 of community engagement
Visioning
Jan.-June 2018

- Neighborhoods
- Development Partners
- Mobility Advisory Group

Round 2 of community engagement
Present draft SMP based on feedback
July 2018-Jan. 2019

CITY OF DALLAS
TEXAS

Plan Timeline (cont.)
Phase 2: Implementation

Adoption of implementation plan
Nov. 2018-Jan. 2019

→

Short-term recommendations
2019-2021

→

Long-term recommendations
Beyond 2021

Strategic Mobility Plan

City of Garland
April 16, 2018

Michael Rogers, Director
Department of Transportation
City of Dallas

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: April 16, 2018

Item Title: Transportation Update

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

The Transportation Director will provide an update on the status of strategic regional transportation projects in Garland.

Recommendation/Action Requested and Justification

N/A

Attachments

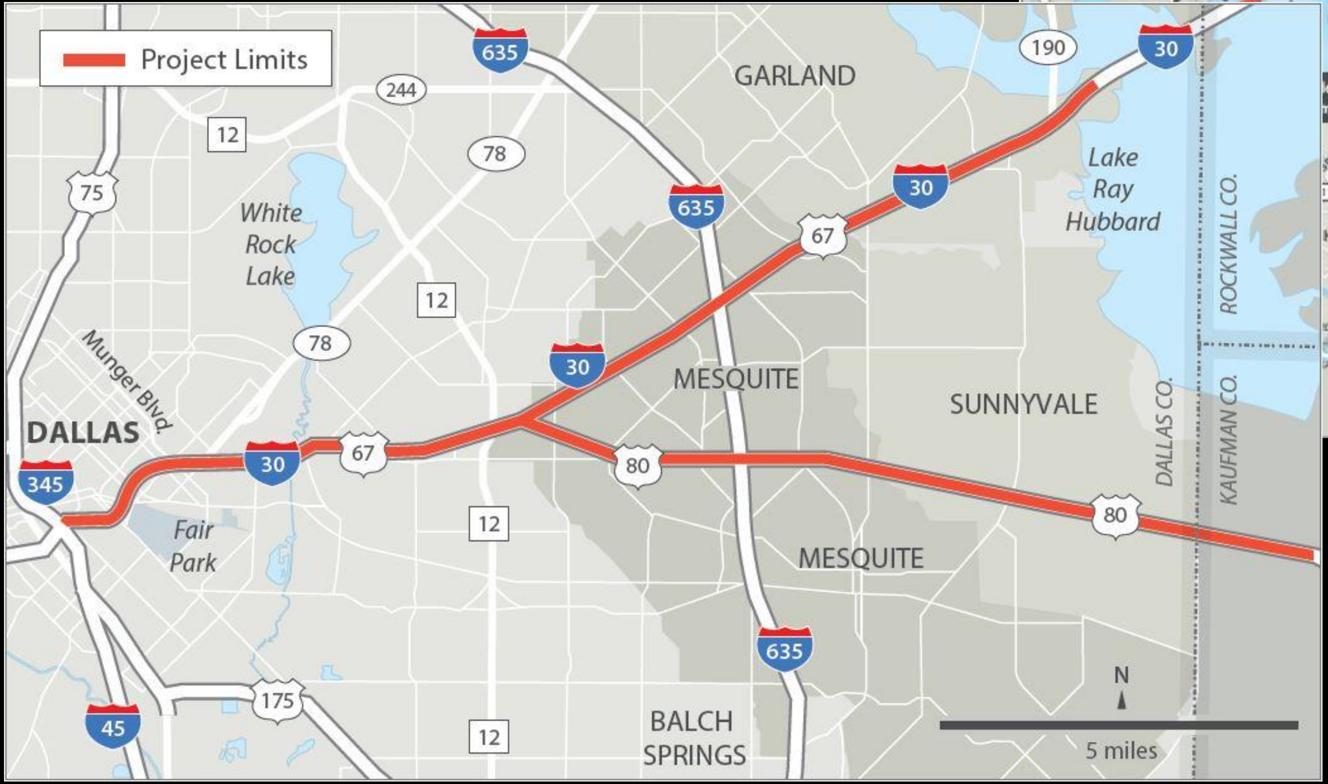
2018 April Transportation Update

Transportation Update

April 16, 2018

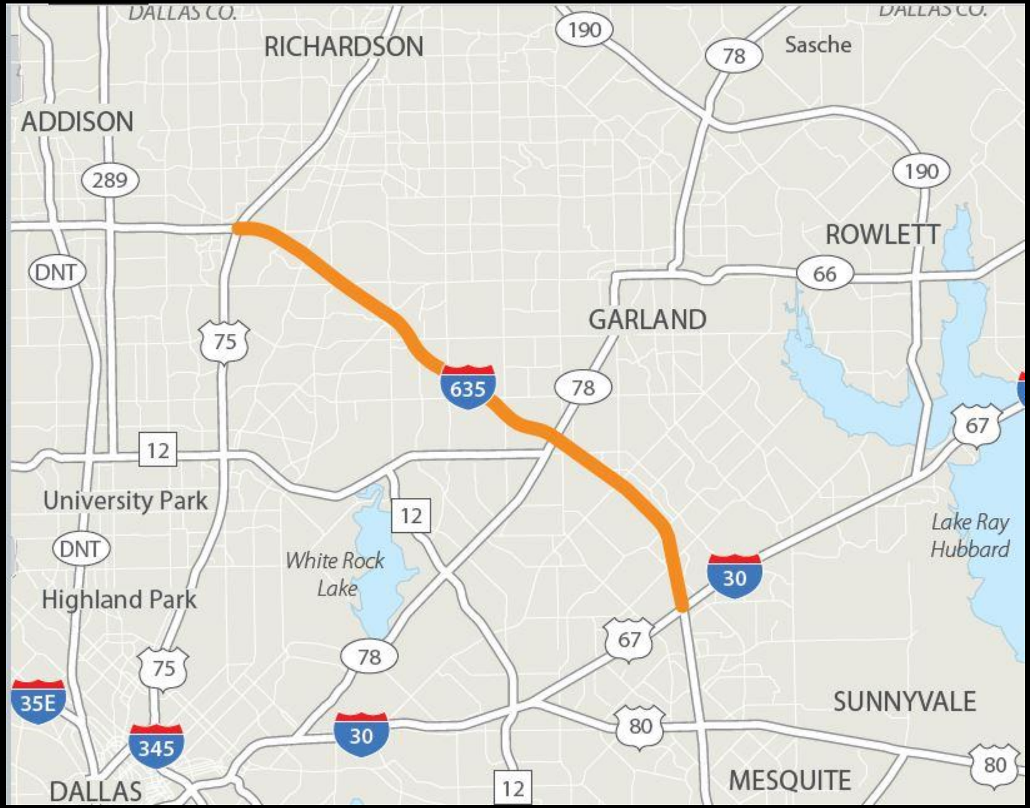
IH 30


Ultimate Reconstruction
ROCKWALL
Fate
Mobile City
Heath
McLendon-Chisholm
Lake Ray Hubbard


Project Limits
GARLAND
MESQUITE
SUNNYVALE
BALCH SPRINGS
DALLAS
White Rock Lake
Lake Ray Hubbard
Fair Park
Munger Blvd.
DALLAS CO.
ROCKWALL CO.
KAUFMAN CO.
5 miles

IH 635 East

- Purchasing ROW
- Moving Utilities
- Regional Transportation Council



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

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

Meeting Date: April 16, 2018

Item Title: Image Initiative Advertising Campaign Proposal and Contract

Submitted By: Becky King, Managing Director

Summary of Request/Problem

Council is requested to consider a proposed advertising campaign concept and change order for Pyro Agency to provide video, photography, design and support services to produce campaign materials, including but not limited to videos, digital advertising, print, and other media. This item was fully funded in the 2018 FY Operating Budget as part of the image initiative program.

Recommendation/Action Requested and Justification

Approval of Change Order in the amount of $250,000. The proposed concept is the result of Pyro's brand and positioning research and creative services to produce a campaign for promoting and enhancing Garland's image and competitiveness in the Dallas/Fort Worth area. This advertising campaign addresses two key components of the Image Management Initiative Strategic Framework, which calls for (a) clarifying and strengthening Garland's identity and brand; and (b) enhancing publicity and marketing efforts to better promote Garland's attractions and assets, to increase visitors, and to counter negative media coverage. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 17, 2018 Regular Meeting.

GARLAND
POLICY REPORT

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

Meeting Date: April 16, 2018

Item Title: Revised Site Selection for the Dog Park and Skate Park within Central Park

Submitted By: Jermel Stevenson, Managing Director

ISSUE

At the request of Council Member Robert John Smith and Council Member Anita Goebel, Council is requested to consider revising the proposed locations of the dog park and skate park within Central Park. The locations presented were developed through a series of public engagement meetings with the Embree Neighborhood Association, and the attached proposal is believed to address the major concerns of the neighborhood from the previous staff presentation related to site selection on September 5, 2017.

BACKGROUND

City staff presented a recommendation on September 5, 2017 for the selected sites for the dog park and skate park projects within Central Park. Central Ballfield #1 was selected to be repurposed for the proposed dog park, and the northern portion of the former armory complex was selected to be repurposed for the proposed skate park.

On October 2, 2017 a project consultant, Pacheco Koch, was approved to assist staff in engaging the public and developing concepts for the proposed projects. Pacheco Koch is also contracted to create construction documents for the dog park project.

A separate company has been selected by staff through approved purchasing and procurement methods to serve as the design/build company for the skate park project. That company, SPA Skateparks, is yet to be brought forth to the Parks and Recreation Board for recommendation and to City Council for approval until the parameters of the skate park project are more clearly defined.

City staff proceeded with four public meetings from October to December 2017. The citizens who attended those meetings brought forth concerns with siting the projects in Central Park as well as specific concerns with proximity to the proposed layout to the adjacent homes. Subsequently, Councilman Robert John Smith engaged the citizens further, and through several meetings throughout February and March of 2018, was successful in reaching a consensus for keeping the projects in Central Park, provided that the projects are located on the specific sites as presented and that certain design and operational conditions are taken into consideration. On April 4, 2018 Councilman Smith presented the attached proposal to the Parks and Recreation Board, and the Board unanimously voted in favor to recommend the proposal as presented. The items for consideration are outlined in the following section.

CONSIDERATION

1. consider revising locations of the dog and skate park within Central Park
2. consider revising project budget and scope to add additional demolition projects and costs, required design elements (fencing) and costs
3. consider establishing operating policies and procedures for the skate/dog park.

Attachments

Presentation by Council Member Robert John Smith and Embree Letter of Support

Estimate of Demolition of Foundations, Paving, and Structures

Fence Estimate

The Original Proposal

- Destroys Ball Field 1
- Dog: 175 ft from nearest house
  (Max 95 decibels - > 60 decibels)
  (Dog Barking -> Electric Toothbrush)
- Skate: 150 ft from nearest house
  (Max 71 decibels - > 36 decibels)
  (Skate Park -> Library Background Noise)
- No Skate Park Supervision or Enforceable Hours

New Proposal

- Preserves Ball Field 1
- Dog: 285 ft from nearest house
  (Max 95 decibels - > 55 decibels)
  (Dog Barking -> Refrigerator)
- Skate: 450 ft from nearest house
  (Max 71 decibels - > 27 decibels)
  (Skate Park -> Whispering Nearby)
- Skate Park Supervised with Enforceable Hours

RJS1

Feedback and Concept Improvements

Skate Park

Issues:
- Noise
- Supervision
- Proximity to DART
- Hours of Operation

Facility Corrections:
- Increased distance from the nearest home
- Proximity to the Granger center makes it easier to program and gives staff easy line of sight.
- Halves the distance to the nearest DART stop on Avenue D.

Operational Changes:
- Staff will need to lock and unlock the skate park each day. Skate park hours will mirror rec center hours. One possible item for further consideration is holiday use and hours during rec center closure.

Dog Park

Issues:
- Noise
- Stray pets
- Ball field / Amenity destruction

Facility Corrections:
- Increased distance from the nearest home
- Sound dampening wall on north side of park
- New location preserves existing ball fields.

Operational Changes:
- Animal control will need to include this site in their daily patrol.

March 30, 2018

Dear Councilman Robert J. Smith;

As President of the Embree Neighborhood Association, I want to thank you for stepping forward in developing a plan for Central Park in cooperation with the Embree Neighborhood Association. Your alternate plan for siting the proposed dog park and skate park resolves competing interests while adding several enhancements to the overall appeal and functionality of the park.

After our Central Library meeting, I posted a request on Embree Nextdoor asking for feedback from those who attended. I received numerous responses, both from those who attended and those who were unable to attend the meeting. All but one Embree neighbor expressed support for your plan. Members in support made the following suggestions and requested that these items be added to your plan for consideration:

The suggestions are as follows;

1) Speed bumps should be placed along Avenue H from 9th Street to Ave F, discouraging and reducing reckless, high speed driving.

2) Adding trees in Central Park to your plan, while emphasizing the saving of any healthy mature trees. Trees and additional landscaping in and around the dog park will enhance it visually and make it more attractive to both the dog owners and the neighborhood.

3) The neighbor nearest the north property line of the armory site requests that a sound wall be installed between the parking lot and Ave H. Before it was demolished, the Armory did a very good job of screening train and traffic noise.

4) Adding 2 or 3 additional security street lights along Avenue H. These would be in addition to the four that already exist that are installed on the electricity transmission poles on the north side of Avenue H from the curve on Avenue H to Ninth St.

Sincerely;
Darryl Quigley, Paramedic
Chief Operations Officer
Texas LifeLine Corp. (TLC Ambulance)

Intercon ENVIRONMENTAL, INC.
210 South Walnut Creek Drive • Mansfield, Texas 76063 • Phone: (817) 477-9995 • Fax: (817) 477-9996
Asbestos Abatement Lead Remediation Mold Remediation Interior Demolition Structural Demolition Site Clearing

April 13, 2018 rneill@garlandtx.gov

Mr. Robby Neill
Director of Risk Management
City of Garland
205 North Fifth Street
Garland, Texas 75040
Telephone: (972) 205-2481

Project# 180185

RE: Pricing for the Demolition of Former Parks Operations Buildings 1, 2, and 3 Foundations with Associated Paving, Additional Metal Building, Large CMU Building, Small CMU Building, Foundations, and Additional Paving located at 901 South Glenbrook Drive, Garland, Texas, 75040

Mr. Neill:

The following price is for the demolition at the above referenced property.

Scope of Work Demolition (Phase 1 Including Alternate)

Commercial Slab (Building 1 & 2)	24,939	SF	$1.25	$31,173.75
Commercial Slab (Building 3)	747	SF	$1.25	$933.75
Gazebo Slab	434	SF	$1.25	$542.50
Sidewalks/Patios Paving	4,634	SF	$.75	$3,475.50
Concrete Paving	18,713	SF	$.75	$14,034.75
Saw Cut Paving	151	LF	$2.00	$302.00
Install silt fence	1,002	LF	$2.10	$2,104.20
Concrete Paving (10th St.)	15,625	SF	$.75	$11,718.75
Saw Cut Paving at approaches (10th St.)	60	LF	$2.00	$120.00
Install silt fence (10th St.)	517	LF	$2.10	$1,085.70
Mobilization to job site	1	EA	$500.00	$500.00

Our Price... $65,990.90
Price does not include sales tax if applicable.
Our estimated project duration is twenty (20) working days.

Scope of Work Demolition (Phase 2)

Metal Building & Canopy	6,234	SF	$2.10	$13,091.40
Metal Building Slab	6,234	SF	$1.25	$7,792.50
Lg. CMU Building	540	SF	$2.10	$1,134.00
Lg. CMU Building Slab	540	SF	$1.25	$675.00
Sm. CMU Building	225	SF	$2.10	$472.50
Sm. CMU Building Slab	225	SF	$1.25	$281.25
Concrete Paving	38,516	SF	$.75	$28,887.00
Asphalt Paving	11,178	SF	$.75	$8,383.50
Saw Cut Paving	400	LF	$2.00	$800.00
Saw Cut Paving at approaches	110	LF	$2.00	$220.00
Remove Fencing	1,375	LF	$1.50	$2,062.50
Remove Misc. Debris (Light Poles)	30	CY	$12.00	$360.00
Install silt fence	600	LF	$2.10	$1,260.00
Install temporary fencing	480	LF	$2.25	$1,080.00
Mobilization to job site	1	EA	$500.00	$500.00

Our Price.. $66,999.65
Price does not include sales tax if applicable.
Our estimated project duration is ten (10) working days.

Our Total Project Price **$132,990.55**
Price does not include sales tax if applicable.

Texas Smart Buy Add-on (1.5228%)	1	LS	$2,025.18	$2,025.18

Our Price.. $2,025.18

Your Total Project Price **$135,015.73**
Price does not include sales tax if applicable.

This price includes all labor, materials, equipment, and disposal necessary to complete this work in accordance with all local, state, and federal regulations. Unit Pricing is based on TXMAS Contract - TXMAS-18-00CORP07. Please note that Purchase Orders must be issued through the Texas Smart Buy System. The Texas Smart Buy System pricing allows for a 1.5228% mark up on the unit pricing reflected in this proposal.

Our price schedule does not include Texas Department of State Health Services notification fees.
You (the Owner) will be billed directly by the State of Texas.

Thank you for your consideration. If you have any questions, please feel free to give me a call.

Respectfully,

Keith A Flowers

Keith Flowers
Intercon Environmental, Inc.
keith@intercon-environmental.com
Cell: (817) 507-9406

You may indicate your acceptance of this proposal by signing below.

Your signature authorizes Intercon Environmental, Inc to proceed with this project and that upon completion and invoice, you will pay Intercon Environmental, Inc. the total sum of this proposal within 30 days of invoice.

Signature____

Printed name and Title. ____

By my signature above I acknowledge that I have the authority to sign on behalf of the Client and/or building owner.

OPINION OF PROBABLE CONSTRUCTION COST

Project Name: ***Garland Skate Park - Architectural Fence Pricing***
Prepared By: ***Pacheco Koch Consulting Engineers (Texas Reg. Engineering Firm F-469)***
Contact: ***Nicholas Nelson, RLA***

PK No:
Origin Date: **4/12/2018**
Revision Date:

Item No.	Est. Quant.	Unit	Description	Unit Price	Total
Tube Steel Fence					
1	1,000	LF	5' Tall Fence	$67.00	$67,000.00
2	1,000	LF	Fence Mow Curb - 24"	$22.00	$22,000.00
3	2	EA	Regular Gates - 4' wide	$1,060.00	$2,120.00
4	1	EA	Maintenance Mower Gates - 8' wide	$1,870.00	$1,870.00
				Subtotal	$92,990.00
				10% Contingency	$9,299.00
				TOTAL-Base Bid	$102,289.00

The quantities and prices shown hereon are an indication of the Engineer's pre-design opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.

GARLAND
POLICY REPORT

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

Meeting Date: April 16, 2018
Item Title: 2018-2019 CDBG, HOME and ESG Budget Allocation
Submitted By: Mona Woodard, Neighborhood Services Administrator
Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Final discussion of applications, funding history, and available funds for the Community Development Block Grant (CDBG), HOME Infill Partnership Grant (HOME) and Emergency Solutions Grant (ESG) budgets are provided for Council's information and review.

RECOMMENDATION

City Council was provided 2018-2019 CDBG, HOME Infill Partnership and ESG program information at the City Council 's March 19, 2018 Work Session. City Council conducted a public hearing on March 20, 2018 to allow interested parties seeking federal grant funding an opportunity to present information on proposed programs. During City Council's April 2, 2018 Work Session, Council discussed allocation of funding and final budgets for the grant programs. Council is requested to make final allocations of grant funding for public services and give final approval for City projects to be implemented for the 2018-2019 fiscal year. City Council is requested to adopt a final budget for federal funding during the Regular City Council Meeting that will be held on April, 17, 2018.

BACKGROUND

The City expects to receive the following funding for 2018-2019:

CDBG: $1,872,146
HOME: $ 515,574
ESG: $ 168,777

The proposed budget for fiscal year 2018/2019 must be submitted to the Department of Housing and Urban Development (HUD) by August 15, 2018 for CDBG, HOME, and ESG. H&CS conducted two public input meetings and one public hearing to solicit feedback on the proposed use of funds.

CONSIDERATION

Staff received CDBG applications requesting a total of $451,200 for public services, $3,313,946 for City sponsored projects, and $374,429 for administrative use for next fiscal year.

CDBG reprogrammed funds total $7,159 available for other eligible projects.

For grant planning and administration HUD regulations limit expenditures to 20% ($374,429) of the City's annual HUD Entitlement Funding.

Public Services expenditures are limited to 15% ($280,822) of the City's annual HUD Entitlement Funding.

Including reprogrammed CDBG funds, $1,224,054 is available for City Council to program for FY 18/19.

HOME Funds available for FY 18/19 total $515,574. H&CS proposes $515,574 in HOME expenditures for City sponsored housing programs. HUD regulations allow up to 10% of HOME funds to be used for administration and 15% of HOME grant funds must be allocated to Community Housing Development Organizations (CHDO).
funds available for the

FY 18/19 ESG program funds total $168,777. H&CS proposes to use use $12,658 of ESG funds for ESG program administration and $9,283 for data collection, as allowed by HUD. Remaining ESG funds are proposed for use as follows:
Shelter Operations $54,009, Homeless Prevention $50,633 and Rapid-Re-housing $42,194. Requests for ESG funding exceeded the amount ESG funds available by $48,416.