



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

**City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Monday, February 28, 2022
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.
The meeting will be open to the public and the presiding official will be physically present at the above stated location. The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_JKIPVtAQUOIP-dtrJgHpg

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: 840 9667 7758

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. COVID-19 Briefing

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

b. 2021-22 Budget Amendment No. 2

Council is requested to approve Budget Amendment No. 2 in order to appropriate available funds for projects approved in last year's Budget but not completed by the fiscal year-end, rollover of open Purchase Orders from the 2020-21 fiscal year and expenditures not anticipated in the 2021-22 Adopted Budget. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

c. Miller Park North Parking Restrictions

Council is requested to restrict parking at all times on both sides of Miller Park South and Miller Park North from International Road to Jupiter Road. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

d. Garland Avenue Speed Limit Change

Council is requested to change the speed limit from 45mph to 40mph on N. Garland Ave from Buckingham Rd. to Belt Line Rd. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

e. Pleasant Valley Road Speed Limit Change

Council is requested to consider changing the speed limit on Pleasant Valley Road from Richfield Dr. to the northern city limits from 40mph to 45mph. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

f. Parking Restrictions in Windsor Park II

Council is requested to consider restricting parking to ensure that the streets remain open for vehicles to traverse the neighborhood. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

g. Project Specific Agreement with Dallas County for Garland Avenue Underpass Trail

Council is requested to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Garland Avenue Underpass Trail. This trail segment is a key connection within Spring Creek Greenbelt that will connect two existing 12-foot wide trails under the existing Garland Avenue bridge. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

h. Project Specific Agreement with Dallas County for the Naaman Forest Connection Trail

Council is requested to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Naaman Forest Connection Trail. This trail segment makes up the spine along Spring Creek, connecting Winters Trail to the Naaman School Road Sidepath. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

i. Project Specific Agreement with Dallas County for Duck Creek Audubon Trail

Council is requested to consider entering into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Duck Creek Audubon Trail. This segment makes up a key connection between Audubon Park and the existing Duck Creek Trail. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

j. Permanent Utility Easement with North Texas Municipal Water District (NTMWD) at Lou Huff Park

Council is requested to approve a permanent utility easement with NTMWD at Lou Huff Park that would provide NTMWD access for operations and maintenance of the new meter station inclusive of the building structure, paving, drainage, communication and electrical appurtenances. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

k. Police Contact Data Report 2021

In accordance with the Texas “Racial Profiling” statute (Texas Code of Criminal Procedure Article 2.131 through 2.138), the Garland Police Department has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling since the implementation of the statute in 2002. In accordance with the law, the Police Department is required to submit this report to the City Council by March 1st of each year for the data from the previous calendar year.

l. Canceling the Election for Unopposed Candidates in Districts 1 and 4

Council is requested to accept the Certification of Unopposed Candidates and approve an ordinance canceling the election for May 7, 2022 for Council Districts 1 and 4 in accordance with the Charter of the City of Garland and the laws of the State of Texas.

m. Notice of Intent to Issue Certificates of Obligation

Council is requested to consider approving a Notice of Intent resolution on March 1, 2022 to meet the legal requirements for issuing Certificates of Obligation to fund a portion of the Adopted 2022 CIP and pay related issuance costs of approximately \$150,000. This item will be scheduled for formal consideration at the March 1, 2022 Regular Meeting.

n. Bond Refunding - General Obligation Commercial Paper Notes & Certificates of Obligation

Council is requested to consider authorizing staff to refund approximately \$50 million of General Obligation Commercial Paper Notes, Series 2021 and approximately \$1.3 million Combination Tax and Revenue Certificates of Obligation, Series 2012 with General Obligation Refunding Bonds, Series 2022. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 3, 2022 Regular Meeting.

o. Bond Refunding - Water and Sewer System Revenue Refunding Bonds and Commercial Paper Notes

Council is requested to authorize staff to refund approximately \$45 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately \$4.7 million Water and Sewer System Revenue Bonds, Series 2012 with Water and Sewer Revenue Refunding Bonds, Series 2022. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 3, 2022 Regular Meeting.

4. Verbal Briefings:

a. LED Streetlight Conversion Project Update

Staff will update Council on the GP&L LED Streetlight Conversion Project. This will include an updated timeline for the remainder of the project and an update of the budget associated with this project.

b. Consider Official Naming of Skatepark Facility within Rick Oden Park

In late 2021, Council gave direction for the various facility names. One of those was the naming of "The Garland Skate Park". Since that time, staff has been asked to revisit the name of the skate park to a more unique and marketable name.

c. Transportation, Infrastructure and Mobility Committee Report

Council Member Rich Aubin, Chair of the Transportation, Infrastructure and Mobility Committee, will provide a committee report on the following items:

- Traffic Control Devices - Implementation of New Speed Hump Design*
- Updates on Committee discussions related to the Flood Buyout Program, Community Rating System, and Erosion Participation Program*

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:

- a. The City Council will adjourn into executive session pursuant to Sections 551.072, 551.087 and 551.071 of the Texas Government Code to deliberate or discuss:**
- 1. The purchase, exchange, lease or value of several tracts of real property for transportation projects, located in various places within the City (551.072) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071); and**
 - 2. Commercial or financial information that the City has received from a business prospect with which the City is conducting economic development negotiations related to Municipal Setting Designations (551.087) and Attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).**
 - 3. Attorney/client matters concerning privileged and unprivileged client information related to a zoning case to be heard by Council on March 1, 2022 (551.071).**

7. Adjourn



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. a.

Meeting Date: February 28, 2022

Item Title: COVID-19 Briefing

Summary of Request/Problem

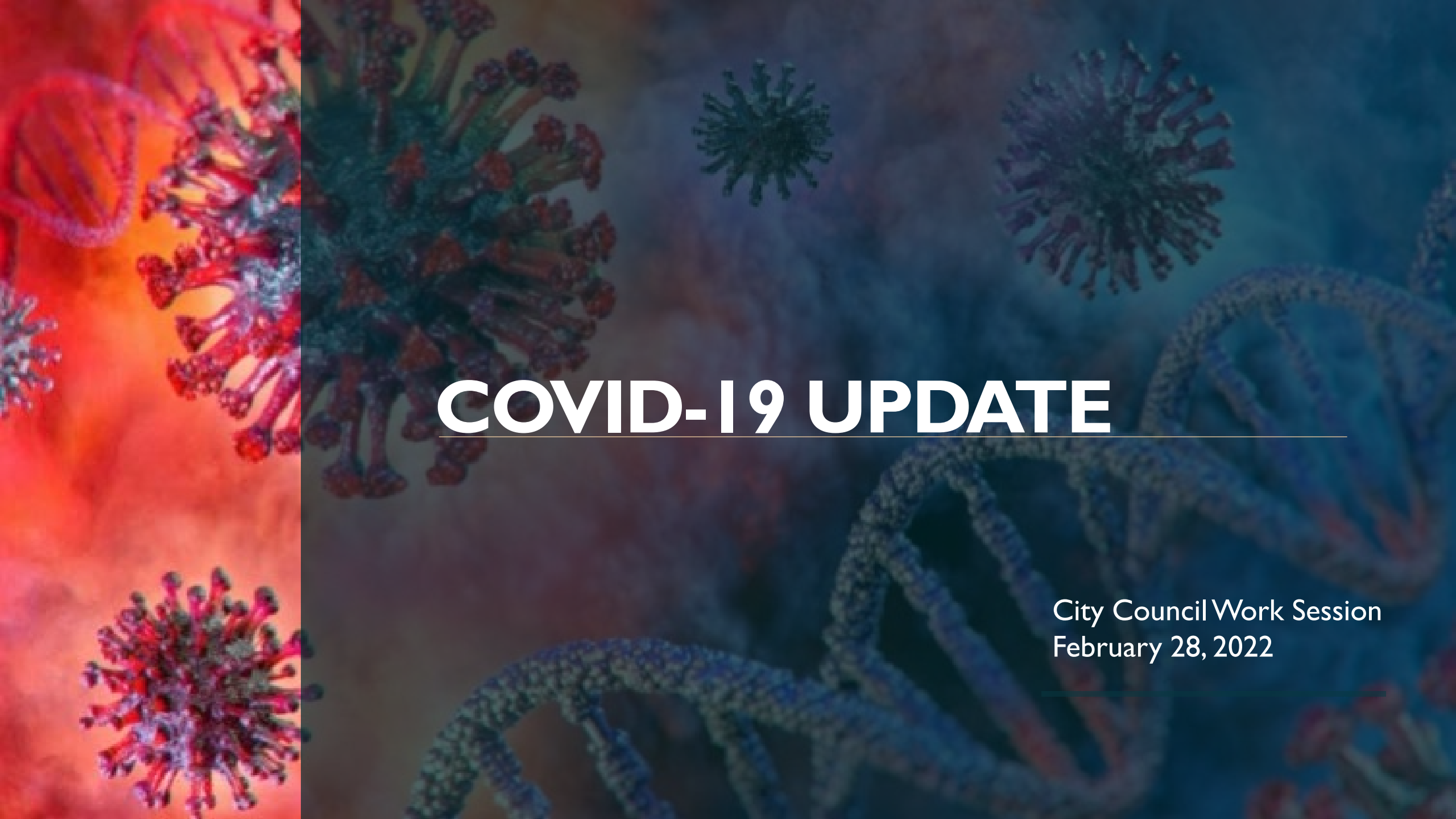
Staff will provide an update to Council and ask for direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

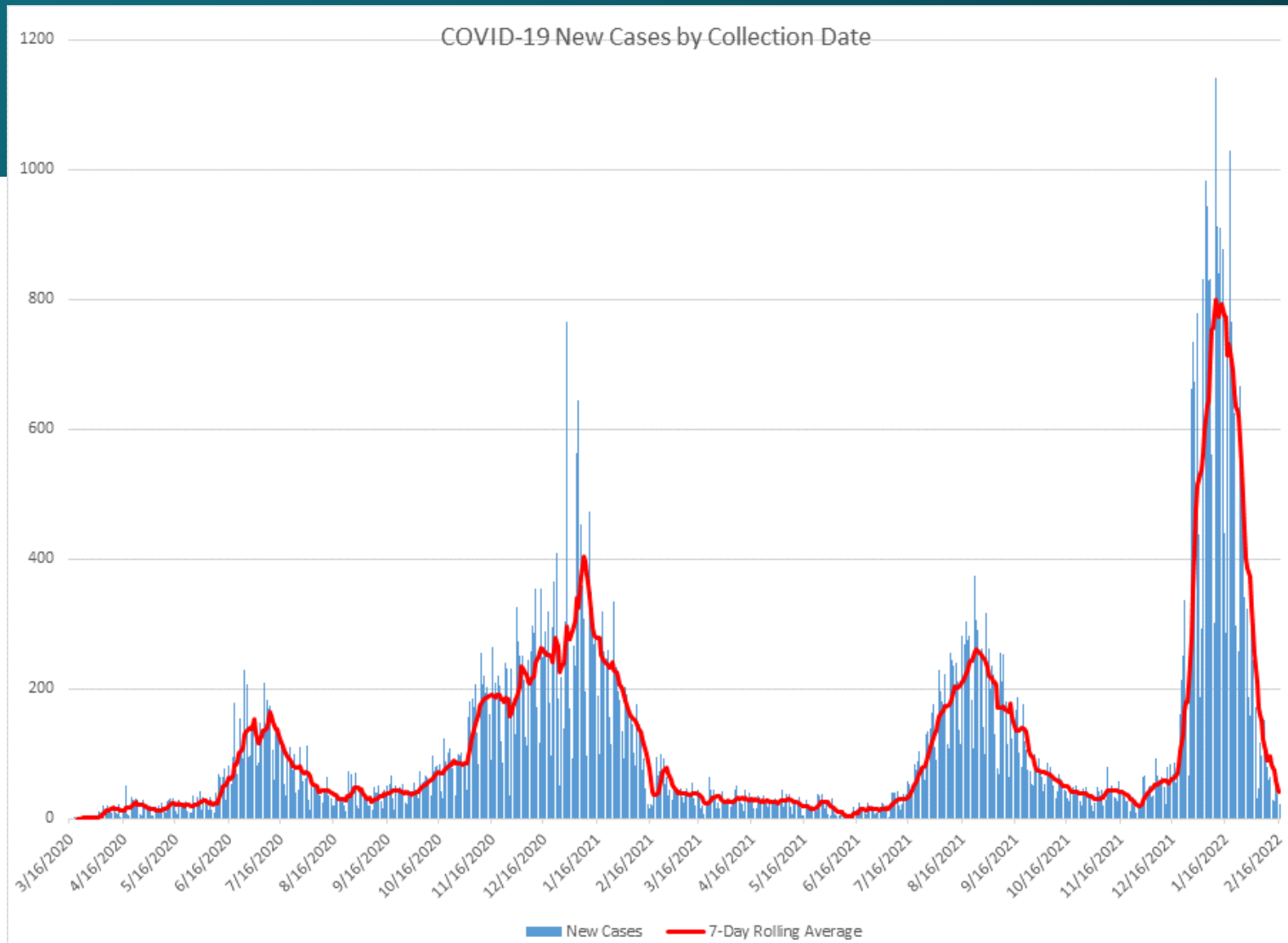
COVID-19 Presentation



COVID-19 UPDATE

City Council Work Session
February 28, 2022

Garland Impacts



Total Confirmed
59,642

Total Recovered
57,902

Total Deaths
718

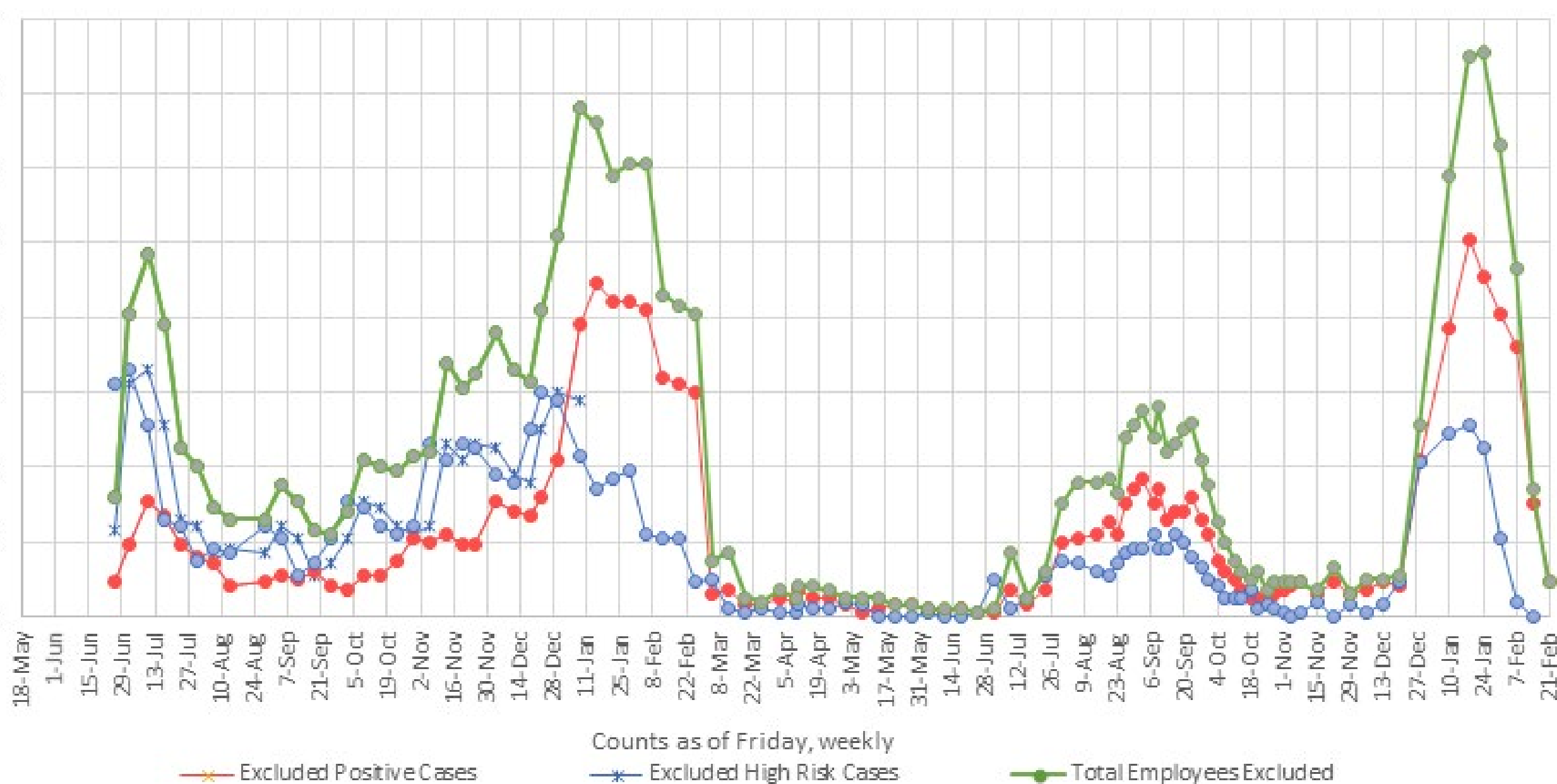
Active Cases
1,022

Current Staff Impacts

Total
Recovered
635
All
Departments

	COVID-19+ Excluded	COVID-19 Excluded Exposed	Total Excluded	Recovered
Customer Service	1		1	23
Fire	2		2	168
GP&L	2		2	42
Library	1		1	10
Streets	2		2	23
Transportation	1		1	10
TOTAL	9	0	9	635*
*Employee Covid-19 related fatalities not included in this number				

COVID-19 Employee Exclusion Summary



Garland Vaccinations Administered

Doses thru 12/10/21

First Doses	21,236
Second Doses	19,357
Third Doses	6,176
Single Doses (Initial + Booster)	795
Pediatric First Doses	1,520
Pediatric Second Doses	1,209
Total	50,293

Hospitalized COVID Patients
and
Percent COVID Patients to All Hospital Patients
Dallas County

02/20/22 Numbers

376

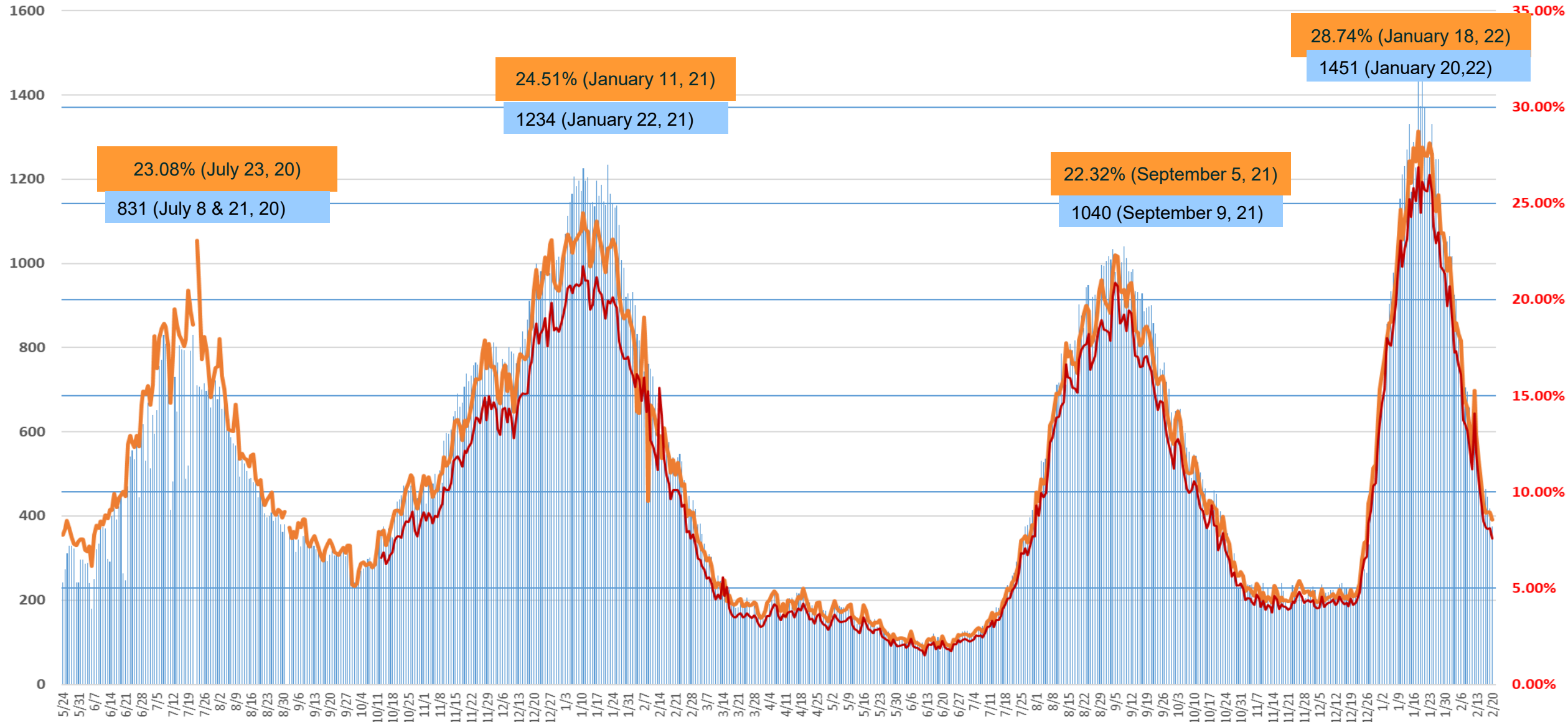
8.57%

7.57%

COVID-19 Patients Hospitalized

% OF ALL INPATIENTS with COVID

% of Hospital Capacity with Confirmed COVID





QUESTIONS



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: February 28, 2022
Item Title: 2021-22 Budget Amendment No. 2
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2021-22 Adopted Budget in order to appropriate available funds for the following:

1. Projects approved in last year's Budget but not completed by the fiscal year-end.
2. Rollover of open Purchase Orders from the 2020-21 fiscal year.
3. Expenditures not anticipated in the 2021-22 Adopted Budget.

OPTIONS

- A. Approve Budget Amendment No. 2 as proposed.
- B. Approve portions of Budget Amendment No. 2.
- C. Do not approve Budget Amendment No. 2.

RECOMMENDATION

Option (A) – Approve Budget Amendment No. 2 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

BACKGROUND

(1) Carryover of 2020-21 Incomplete Projects

(a) Rolled-Forward Funds in the TIF #1 Fund for the Downtown TIF Project and Financing Plan

The FY 2020-21 Revised Budget for the TIF #1 Fund included \$833,781 for the Downtown Development Office that was not spent or committed prior to the end of FY 2020-21. Budget Amendment No. 2 proposes to increase FY 2021-22 operating appropriations by \$833,781 in the TIF #1 Fund to continue implementing the revised Downtown TIF Project and Financing Plan from the December 1, 2020, Regular Session of the Garland City Council.

A Budget Amendment is required due to the timing of the expenditures only. There is

no additional financial impact.

(b) Rolled-Forward Funds in the Economic Development Fund for the “Make Your Mark” Campaign

The FY 2020-21 Revised Budget for the Economic Development Fund included \$96,645 for the “Make Your Mark” campaign that was not spent or committed prior to the end of FY 2020-21. Budget Amendment No. 2 proposes to increase FY 2021-22 operating appropriations by \$96,645 in the Economic Development Fund to continue the “Make Your Mark” campaign.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

(c) Rolled-Forward Funds in the Sanitation Fund for Transfer Station Permit Amendment

The FY 2020-21 Revised Budget for the Sanitation Fund included grant reimbursements of \$70,000 for the amendment of the Transfer Station’s TCEQ permit that was not spent or committed prior to the end of FY 2020-21. Budget Amendment No. 2 proposes to increase FY 2021-22 operating appropriations by \$70,000 in the Sanitation Fund to complete the permit amendment.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

(2) Rolled-Forward Encumbrances from Fiscal Year 2020-21

When an order is placed for goods or services, a Purchase Order is issued that encumbers the budgeted funds. This has the effect of reserving the funds for future payment of the items covered in the Purchase Order. Every year on September 30, when the fiscal year ends, there are open Purchase Orders related to goods or services that have been ordered but not yet received. Accordingly, the funds reserved for these open Purchase Orders are still in the year-end fund balances since the transactions are not yet completed.

Because the purchase of these open items was authorized by Council in the previous fiscal year (2020-21), the City’s practice has been to roll these encumbrances forward into the current fiscal year (2021-22). This has the effect of increasing the current year’s appropriation by the amount of the open Purchase Orders or encumbrances. The funding to cover the expenditures is available in the fund balance since payment was not made before the close of the fiscal year.

The projected fund balance for the current fiscal year is unaffected by the “roll forward” because it was assumed in the 2021-22 Adopted Budget that the expenditures would be completed in the prior year. The presence of the funds in the fund balance is above and beyond what the Budget assumes for the 2021-22 year-end balance.

Budget Amendment No. 2 proposes that encumbrances totaling \$16,475,545 be rolled forward to 2021-22. Of the total rollover amount, \$1,724,710 is related to the General Fund. Attachment A provides a detailed listing by fund of individual outstanding encumbrances over \$25,000.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

(3) Expenditures Not Anticipated in the 2021-22 Adopted Budget

(a) Replacement of Water & Wastewater Equipment

Due to increased repair and maintenance costs, a Water Department Excavator and Wastewater Department Backhoe Loader require unscheduled replacement out of the Equipment Replacement Fund (ERF) after the FY 2021-22 Adopted Budget.

Budget Amendment No. 2 proposes to increase the Equipment Replacement Fund's FY 2021-22 operating appropriations by \$359,700 for the replacement of one Excavator and one Backhoe Loader. Funding for this request will come from fund balance reserves and a transfer of \$75,360 from the Water Utility Fund.

(b) Additional Cost for Grant-Funded Social Worker

The Health Department requests approval for an additional \$60,678 for personnel costs associated with a Social Services Specialist added in the FY 2021-22 Adopted Budget. This position is funded through the COVID-19 Public Health Workforce Expansion Funding. The Health Department has contracted with Parkland to fill the position, and it will benefit the City of Garland by adding the knowledge and skills to provide increased access to Parkland's resources.

Budget Amendment No. 2 proposes to increase the Public Health / Immunization Grant Fund's FY 2021-22 operating appropriations by \$60,678 for personnel costs. Funding for this request will come from the COVID-19 Public Health Workforce Expansion Grant.

(c) Installation of Fleet Services Shop Backup Generator

Fleet Services requests approval of an additional \$15,826 to install a backup generator to power the Heavy Equipment Shop. This will allow Fleet to continue to service trucks for GP&L, Fire, Sanitation, and other departments that use large trucks in the event of a loss of power.

Budget Amendment No. 2 proposes to increase the General Fund's FY 2021-22 operating appropriation by \$15,826 to install the backup generator. Funding for the program will come from excess fund balance reserves.

(d) Purchase of Various Transportation Vehicles & Equipment

The Transportation Department requests to purchase equipment for maintenance of traffic markings, traffic signs, and traffic signals, as well as a replacement Radar Speed Limit Trailer, and a new Thermoplastic Supply Haul Trailer, for a total of \$181,088.

Budget Amendment No. 2 proposes to increase the General Fund's FY 2021-22 operating appropriations by \$181,088 for the new and replacement equipment. Funding for this request will come from excess fund balance reserves.

(e) 2022 American Rescue Plan Act Projects

The City Council approved a list of American Rescue Plan Act (ARPA) projects on October 19, 2021. A majority of the approved ARPA projects were incorporated into the City's Capital Improvement Program (CIP) for implementation in 2022 through 2026. The spending projected for 2022 in the 2022 CIP for ARPA projects is \$11,979,000, which needs to be appropriated in the FY 2021-22 Revised Budget for multi-year capital projects. Additionally, two projects need to be appropriated in the FY 2021-22 Revised Budget, including \$384,000 for the Emergency Operations Center AV System and \$100,000 for the Ridgewood Area Master Plan, which are not included in the CIP.

Budget Amendment No. 2 proposes to increase the Federal Coronavirus Relief & Recovery Fund's FY 2021-22 operating appropriations by \$12,463,000 to fund projects underway in 2022 as part of the 2022 CIP and the FY 2021-22 Revised Budget. Funding for this request will come from fund balance reserves, as the first tranche of ARPA Grant revenue was included in the FY 2021-22 Adopted Budget.

(f) Information Technology Cybersecurity Program

This request is for the implementation of a comprehensive enterprise security program based upon an industry standard cybersecurity framework and the recommendations from a Network Security Audit performed by the City's Internal Audit Department in 2019. City Council approved a Term Agreement at the September 14, 2021, Regular Session while the funding source for the program was being determined. This request is for \$662,250 for cybersecurity services.

Budget Amendment No. 2 proposes to increase the Information Technology Fund's FY 2021-22 operating appropriations by \$662,250. Funding for this request will come from transfers in the FY 2021-22 Revised Budget from the General Fund and City's Utilities.

(g) Cybersecurity and IT Video Storage Infrastructure IT Projects

This request is for the implementation of a comprehensive enterprise security program based upon an industry standard cybersecurity framework and the recommendations from a Network Security Audit performed by the City's Internal Audit Department in 2019. City Council approved a Term Agreement at the September 14, 2021, Regular Session while the funding source for the program was being determined. This request is for an IT Project in the amount of \$150,700 for

cybersecurity solutions.

This request is also for an IT Project in the amount of \$110,000 for the hardware, software, and support necessary for a data center video storage capacity expansion due to an increase in video surveillance storage requirements. City Council approved a Purchase Award at the December 7, 2021, Regular Session to initiate this project.

Budget Amendment No. 2 proposes to increase the IT Project Fund's FY 2021-22 operating appropriations by \$260,700 for these projects. Funding for this request will come from excess fund balance reserves as a result of savings on completed IT projects.

(h) Police Toughbook Computer Replacement

IT requests an additional \$103,000 to cover a shortfall for the replacement of 112 Police Toughbook computers and vehicle docks, as included in the FY 2021-22 Adopted Budget. The Police Toughbook computers are included in the IT Replacement Fund on a four-year replacement cycle. The cost escalation is attributed to supply chain issues and increased demand during the pandemic.

Budget Amendment No. 2 proposes to increase the IT Replacement Fund's FY 2021-22 operating appropriations by \$103,000 for the increased replacement cost. Funding for this request will come from fund balance reserves.

CONSIDERATION

The project continuation in the Downtown TIF Project and Financing Plan, Image Management Initiative, Transfer Station Permit Amendment, and outstanding Purchase Orders carried forward were fully funded in the FY 2020-21 Budget, and the funds required to cover these expenditures remain within each fund's respective fund balance. As a result, there is no financial impact from approval of these items. The additional expenses in the Equipment Replacement Fund, Public Health / Immunization Grant Fund, General Fund, Federal Coronavirus Relief & Recovery Fund, Information Technology Fund, IT Project Fund, and IT Replacement Fund will be funded out of excess fund balance reserves in each respective fund as well as additional revenue.

Budget Amendment No. 2 proposes to appropriate funds as follows:

<u>TIF #1 Fund</u>	
Downtown TIF Project and Financing Plan	\$833,781
<u>Economic Development Fund</u>	
Image Management Initiative	96,645
<u>Sanitation Fund</u>	
Image Management Initiative	70,000
<u>Equipment Replacement Fund</u>	
Water Utility Excavator	220,800
Wastewater Utility Backhoe Loader	138,900
<u>Public Health / Immunization Grant Fund</u>	

Social Services Specialist	60,678
<u>General Fund</u>	
Fleet Heavy Equipment Shop Generator	15,826
Transportation Equipment	181,088
<u>Federal Coronavirus Relief & Recovery Fund</u>	
American Rescue Plan Act - 2022 Projects	12,463,000
<u>Information Technology Fund</u>	
Cybersecurity Program	662,250
<u>IT Project Fund</u>	
Cybersecurity Program	150,700
IT Video Storage Infrastructure	110,000
<u>IT Replacement Fund</u>	
Police Toughbook Replacement Cost Increase	103,000
<u>Various Funds</u>	
Rollover of Purchase Order Encumbrances	<u>16,475,545</u>
TOTAL SUPPLEMENTAL APPROPRIATION	<u>\$31,582,213</u>

Attachments

Attachment A – Schedule of Open Encumbrances being Rolled Forward

Attachment B – Schedule of Proposed Amendments by Fund

ATTACHMENT A
2020-21 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9/30/2021*

<i>Fund/Department</i>	<i>PO Description</i>	
<u>General Fund</u>		
Engineering	New 2021 Ford F-150	\$61,220
Human Resources	Employee Service Awards & Recognition	39,453
Landfill	Litter Control Fences	37,185
	Architectural Master Plan	25,841
Parks, Recreation & Cultural Arts	Tree Maintenance Services	26,995
	Building Maintenance Supplies	31,002
	Monument Sign	40,484
	Motor Vehicles	110,851
	Horticultural Chemicals	35,640
	Other Equipment	178,953
	Playground Replacement	135,136
	Building Repairs	97,224
	Play Equipment Repairs	35,000
Police	Police Ammunition	109,616
Transportation	Professional Services	34,545
Non-Department	Indirect Cost Study	49,900
Various	PO's Under \$25,000	675,665
Sub-Total General Fund		<u>\$1,724,710</u>
<u>Communications Fund</u>		
	Radio System Network Testing	\$44,775
Sub-Total Communications Fund		<u>\$44,775</u>
<u>Economic Development Fund</u>		
	Redevelopment/Brokerage Consulting Svcs.	\$99,500
	Image Management Advertising Campaign	35,865
	PO's Under \$25,000	24,396
Sub-Total Economic Development Fund		<u>\$159,761</u>

ATTACHMENT A
2020-21 Rollover
(With Detail of PO's Over \$25,000)

<i>Fund/Department</i>	<i>PO Description</i>	<i>Amount Outstanding 9/30/2021</i>
<u>Electric Utility Fund</u>		
	CAT Safety Services	\$148,480
	T&D Office Space Remodel	35,800
	Water Pneumatic Transmitters	29,413
	Cables Spare on Hand	26,643
	Emerson Service Contracts	50,689
	Olinger Motor Repair	78,597
	TMPS Transmission Line Maintenance	311,116
	Oncor Maintenance Fee	28,625
	Genscape Service Contracts	53,063
	Data Service Consulting	30,000
	Public Communications Review	37,185
	PO's Under \$25,000	206,279
	Sub-Total Electric Utility Fund	<u>\$1,035,890</u>
<u>Equipment Replacement Fund</u>		
Emergency Management	One 2021 F-150 Truck	\$37,525
Police	Twenty-Seven 2021 Chevy Tahoe SUVs	974,943
Police	Five 2021 Ford Police Interceptor SUVs	267,525
Police	Two 2021 Chevy Malibu Sedans	35,160
Police	One 2021 Ford Transit T150 Van	33,330
Engineering	Two 2021 Ford F-150 Trucks	63,800
Landfill	One 2021 Ford F-150 Truck	37,635
Transportation	One 2021 Ford F-150 Truck	27,955
Health	One 2021 Ford F-250 Truck	58,475
Parks	One 2021 Ford E-450 Bus	71,236
Parks	Two 2021 Ford Transit T150 Vans	66,660
Parks	One 2021 Ford F-150 Truck	35,225
Electric	Three 2021 Ford F-150 Trucks	96,972
Electric	Four 2022 Freightliner M2-106 Trucks	1,000,321
Electric	One 2022 Ford F-550 Truck	162,213
Electric	One 2021 Kubota KX-71 Mini-Excavator	33,699
Electric	Two 2021 Ford F-250 Trucks	71,291
Electric	One 2021 Freightliner 122SD Semi-Truck	184,112
Electric	One 2022 Chevy Express 2500 Van	32,870
Water	Two 2022 Ford F-450 Trucks	133,074
Sanitation	Two 2022 Ford F-350 Trucks	78,970
Stormwater Management	One 2022 Chevy Silverado Truck	\$46,408
Stormwater Management	Two 2021 Ford F-150 Trucks	62,120
Various	PO's Under \$25,000	27,806
	Sub-Total Equipment Replacement Fund	<u>\$3,639,325</u>

ATTACHMENT A
2020-21 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9/30/2021*

<i>Fund/Department</i>	<i>PO Description</i>	
<u>Facilities Management Fund</u>		
	Equipment Maintenance	\$43,400
	PO's Under \$25,000	88,638
Sub-Total Facilities Management Fund		\$132,038
<u>Heliport Fund</u>		
	Helistop Civil Construction Documents	\$124,500
	PO's Under \$25,000	3,000
Sub-Total Heliport Fund		\$127,500
<u>Hotel/Motel Tax Fund</u>		
	Signage	\$45,592
	Marketing & Advertising	40,050
	PO's Under \$25,000	97,544
Sub-Total Hotel/Motel Tax Fund		\$183,186
<u>Information Technology Fund</u>		
	Professional Services	\$332,214
	Software Subscriptions	39,492
	Service Contracts	45,023
	IT Hardware	83,691
	PO's Under \$25,000	198,901
Sub-Total Information Technology Fund		\$699,321
<u>Information Technology Replacement Fund</u>		
	Computer Replacements	\$795,508
	PO's Under \$25,000	138,990
Sub-Total Information Technology Replacement Fund		\$934,498

ATTACHMENT A
2020-21 Rollover
(With Detail of PO's Over \$25,000)

<i>Fund/Department</i>	<i>PO Description</i>	<i>Amount Outstanding 9/30/2021</i>
<u>Infrastructure Repair & Replacement Fund</u>		
	Paving Services	\$5,017,101
	Replacement Vehicles	105,068
	Construction Services for Animal Shelter	64,723
	Materials Testing	50,749
	ADA Transition Plan Project	39,100
	Water & Sewer Main Replacement	59,524
	PO's Under \$25,000	152,446
	Sub-Total Infrastructure Repair & Replacement Fund	\$5,488,711
<u>Sanitation Fund</u>		
	Concrete Repair	\$23,412
	PO's Under \$25,000	19,721
	Sub-Total Sanitation Fund	\$43,133
<u>Stormwater Management Fund</u>		
	Freightliners	\$517,768
	Shady Lane Channel	112,141
	Drainage Improvements - Meadow	88,667
	Glenbrook Water and Sewer Replacement	48,496
	Engineering Design Services	47,640
	PO's Under \$25,000	77,521
	Sub-Total Stormwater Management Fund	\$892,233
<u>TIF #1 Fund (Downtown & Forest/Jupiter)</u>		
	Fabrication & Installation Services	\$50,648
	PO's Under \$25,000	73,258
	Sub-Total TIF #1 Fund	\$123,906

ATTACHMENT A
2020-21 Rollover
(With Detail of PO's Over \$25,000)

<i>Fund/Department</i>	<i>PO Description</i>	<i>Amount Outstanding 9/30/2021</i>
<u>Wastewater Utility Fund</u>		
	Professional Services	\$507,978
	Sewer Inspection Cameras	27,300
	Odor Monitoring Equipment & Services	36,503
	PO's Under \$25,000	136,603
Sub-Total Wastewater Utility Fund		<u>\$708,384</u>
<u>Water Utility Fund</u>		
	Professional Services	\$369,135
	PO's Under \$25,000	64,525
Sub-Total Water Utility Fund		<u>\$433,660</u>
<u>All Other Funds</u>	PO's Under \$25,000	<u>\$104,514</u>
<u>TOTAL OUTSTANDING PO's</u>		<u><u>\$16,475,545</u></u>

ATTACHMENT B

**Proposed Budget Amendment No. 2
FY 2021-22 Operating Budget**

	BA #2	BA #2 PO Rollover	Total Budget Amendments
REVENUES AND EXPENDITURES			
Sources of Funds:			
Public Health / Immunization Fund Grant Revenue	\$60,678	\$0	\$60,678
Transfer to Information Technology Fund from Various	662,250	0	662,250
Transfer to ERF from Water Utility Fund	75,360	0	75,360
Fund Balance - Prior Year	14,308,380	16,475,545	30,783,925
Total Funds Provided	<u>\$15,106,668</u>	<u>\$16,475,545</u>	<u>\$31,582,213</u>
Use of Funds - Expenditures:			
General Fund (See Detail in Notes)	\$196,914	\$1,724,710	\$1,921,624
Electric Utility Fund	0	1,035,890	1,035,890
Water Utility Fund	0	433,660	433,660
Wastewater Utility Fund	0	708,384	708,384
Infrastructure Repair & Replacement Fund	0	5,488,711	5,488,711
Sanitation Fund	70,000	43,133	113,133
Stormwater Management Fund	0	892,233	892,233
Recreation Performance Fund	0	6,258	6,258
Helipoint Fund	0	127,500	127,500
Hotel/Motel Tax Fund	0	183,186	183,186
SafeLight Fund	0	32,274	32,274
Economic Development Fund	96,645	159,761	256,406
TIF #1 Fund	833,781	123,906	957,687
Coronavirus Relief & Recovery Fund (ARPA)	12,463,000	0	12,463,000
Public Health / Immunization Grant Fund	60,678	0	60,678
Equipment Replacement Fund	359,700	3,639,325	3,999,025
Self Insurance Fund	0	16,727	16,727
Customer Service Fund	0	46,191	46,191
Facilities Management Fund	0	132,038	132,038
Information Technology Fund	662,250	699,321	1,361,571
IT Project Fund	260,700	0	260,700
IT Replacement Fund	103,000	934,498	1,037,498
Communications Fund	0	44,775	44,775
Warehouse Fund	0	3,064	3,064
Total Expenditures	<u>\$15,106,668</u>	<u>\$16,475,545</u>	<u>\$31,582,213</u>

ATTACHMENT B

Proposed Budget Amendment No. 2 FY 2021-22 Operating Budget

	<u>BA #2</u>	<u>BA #2 PO Rollover</u>	<u>Total Budget Amendments</u>
REVENUES AND EXPENDITURES			
<u>Notes:</u>			
General Fund -			
City Attorney	\$0	\$36,776	\$36,776
Code Compliance	0	976	976
Emergency Management	0	17,126	17,126
Engineering	0	79,060	79,060
Fire	0	17,204	17,204
Human Resources	0	92,933	92,933
Internal Audit	0	2,500	2,500
Landfill	0	74,692	74,692
Library	0	23,542	23,542
Municipal Court	0	339	339
Parks, Recreation & Cultural Arts	0	1,056,230	1,056,230
Planning & Development	0	516	516
Project Management Office	0	15,575	15,575
Police	0	214,290	214,290
Purchasing	0	846	846
Transportation	181,088	40,080	221,168
Non-Departmental	15,826	52,025	67,851
Sub-Total General Fund	<u>\$196,914</u>	<u>\$1,724,710</u>	<u>\$1,921,624</u>



GARLAND POLICY REPORT

City Council Work Session Agenda

3. c.

Meeting Date: February 28, 2022
Item Title: Miller Park North Parking Restrictions
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Safe Community
Vibrant Neighborhoods and Commercial Centers
Customer-Focused City Services

ISSUE

Parking by tractor trailers along Miller Park Drive has increasingly become an issue for local businesses blocking sight distance from driveways. Local businesses have requested these restrictions.

RECOMMENDATION

Restrict parking at all times on both sides of Miller Park South and Miller Park North from International Road to Jupiter Road. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

BACKGROUND

- Trucks looking for a place to temporarily store their vehicles for various reasons are parking on on Miller Park North and Miller Park South.
- Additionally, the owners of these trucks will park their cars along this roadway as well.
- Occasionally, the tractor portion of the truck will leave and leave their trailer temporarily.
- These trucks block the visibility of the businesses in this area and make it difficult to exit the driveways due to sight distance issues caused by the vehicles.
- Businesses along Miller Park Drive have expressed these complaints to the city and have requested that parking be prohibited at all times.

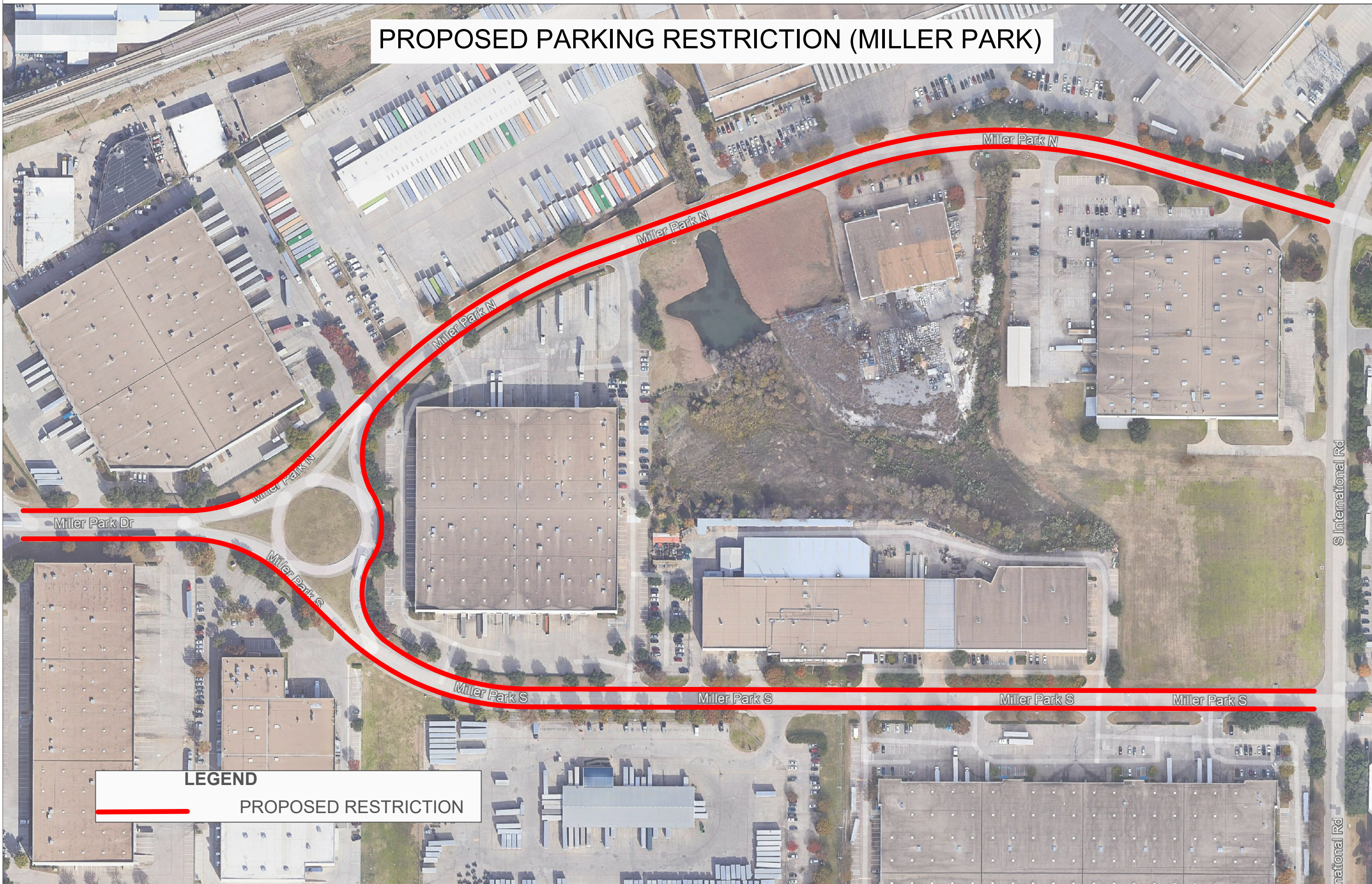
CONSIDERATION

Prohibiting parking will apply to all vehicles even the customers of the adjacent businesses.

Attachments

Exhibit

PROPOSED PARKING RESTRICTION (MILLER PARK)



LEGEND

PROPOSED RESTRICTION



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: February 28, 2022
Item Title: Garland Avenue Speed Limit Change
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Safe Community

ISSUE

The Transportation Department has conducted speed limit studies on Garland Avenue between Buckingham Rd and Belt Line Rd and determined the appropriate speed limit to be 40mph.

RECOMMENDATION

Change the speed limit from 45mph to 40mph on N. Garland Ave from Buckingham Rd to Belt Line Rd. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

BACKGROUND

- Citizens in the neighborhood adjacent to N Garland Avenue requested that the Transportation Department lower the speed on N. Garland Avenue to 40mph between Buckingham Rd and Belt Line Rd. They noted that the speed limit south of Buckingham Rd is 40mph but the speed limit north of Buckingham is 45mph.
- From Walnut St to Belt Line Rd, the adjacent land use is single family residential. However, north of Belt Line Rd, the adjacent land use is commercial.
- N Garland Ave south of Buckingham Rd is 6 lane divided, but 4 lane divided north of Buckingham.
- The Transportation Department conducted a speed study to determine the 85th percentile speeds on N Garland Ave. The 85th percentile speeds ranged from 39 to 43 mph, with no significant difference north and south of Buckingham,
- Based on this information, the Transportation Department has concluded that the appropriate speed of N Garland Ave between Buckingham Rd and Belt Line Rd should be 40mph. This would be consistent with 85th percentile speed and provide a consistent speed limit adjacent to the residential neighborhoods.

CONSIDERATION

Citizens traveling this roadway will need to adjust to the new speed limit.

Attachments

Exhibit

PROPOSED SPEED LIMIT CHANGE

Belt Line Rd

COOMER CREEK

N Garland Ave

EXISTING SPEED LIMIT	45MPH
PROPOSED SPEED LIMIT	40MPH

BUCKINGHAM NORTH

W. Buckingham Rd



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: February 28, 2022
Item Title: Pleasant Valley Road Speed Limit Change
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Safe Community

ISSUE

Traffic on the Pleasant Valley Road bridge has normalized since it's reconstruction and the new wider roadway has enabled safer travel at slightly higher speeds. Bases on traffic studies, the current speed limit of 40mph can be safely raised to 45mph.

RECOMMENDATION

Consider an ordinance at the next regular City Council meeting that would raise the speed limit from 40mph to 45mph from Richfield Drive to the northern city limits.

BACKGROUND

- The current speed limit on Pleasant Valley Road from Richfield Dr to the northern city limits is 40mph and has not been changed since it was a two-lane bridge.
- This section of Pleasant Valley Road has been widened to a 4 lane divided roadway through the construction of a new signature bridge.
- The Transportation Department conducted speed studies on this section of roadway and determined the 85th percentile speed to be between 48-50mph.
- Setting the speed limit to within 5 mph of the 85th percentile speed has been shown to be the safest speed in most cases as it keeps traffic moving at approximately the same speed.
- Based on this information, the Transportation Department recommends setting the speed limit for Pleasant Valley Road between Richfield Drive and the northern city limits to 45mph.

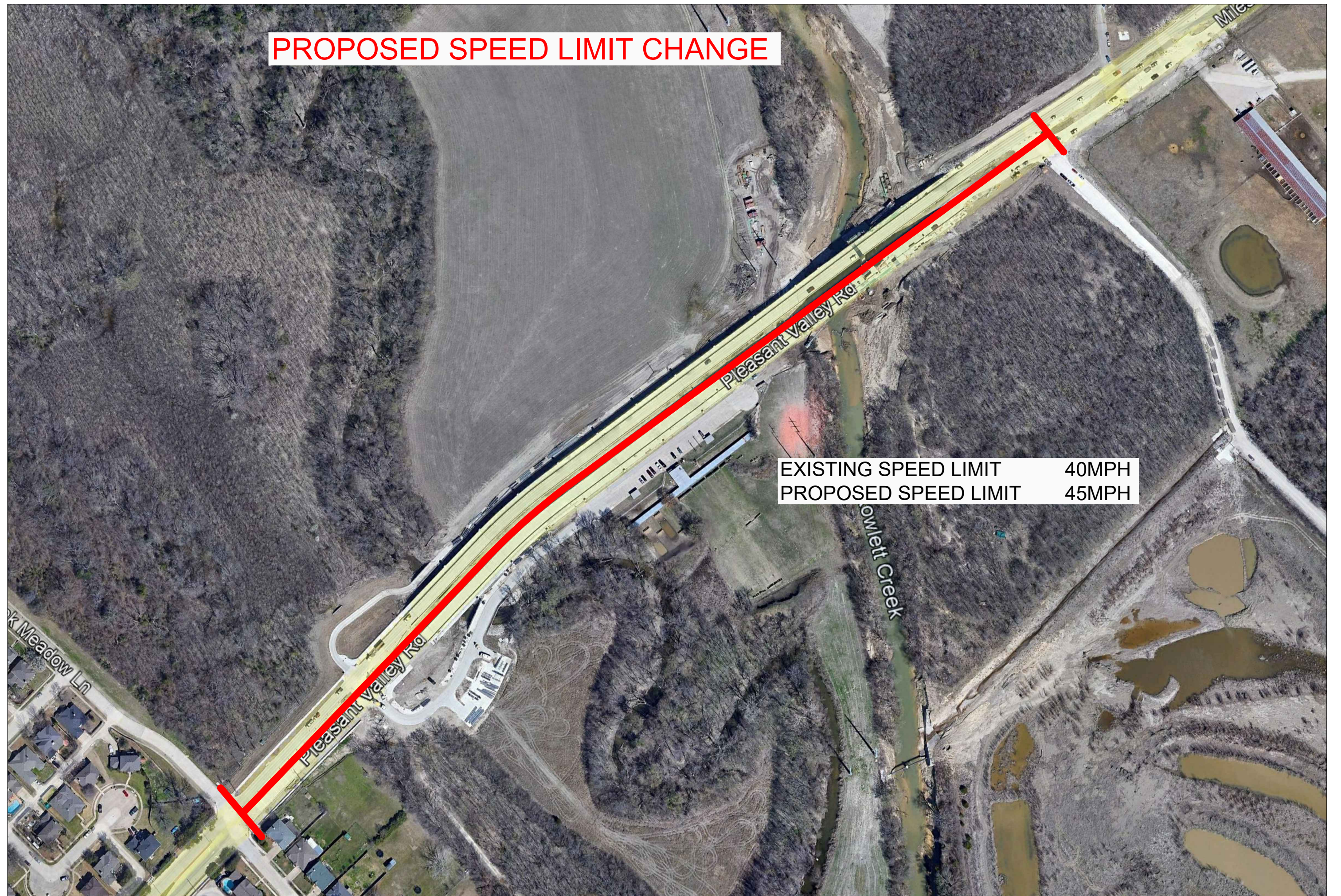
CONSIDERATION

- Texas State law proscribes that the speed limit of a roadway be set at the 85th percentile speed.

Attachments

Exhibit

PROPOSED SPEED LIMIT CHANGE



EXISTING SPEED LIMIT	40MPH
PROPOSED SPEED LIMIT	45MPH



GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: February 28, 2022
Item Title: Parking Restrictions in Windsor Park II
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Windsor Park II was developed with 24 foot wide streets which are often blocked by parking on both sides of the street. The homeowners association has requested parking restrictions to ensure that the streets remain open for vehicles to traverse the neighborhood.

RECOMMENDATION

Restrict parking as shown on the attached exhibit.

BACKGROUND

- Windsor Park II was developed with 24 foot wide streets. Per the homeowners, it was originally planned and approved as an apartment or condominium community but after the original owners defaulted was changed to single family homes.
- Ample parking spaces are available in a center island throughout most of the neighborhood.
- Residents occasionally park on both sides of these narrow streets making it impossible to pass through the neighborhood.
- Residents park on the sidewalk occasionally to leave room for vehicles to pass through the streets.
- The homeowners association reached out to the Transportation Department to request parking restrictions to ensure that the roadways remain open.
- The Transportation Department staff has worked with the homeowners association board to ensure that the least restrictive measures are taken that address the problem are enacted.

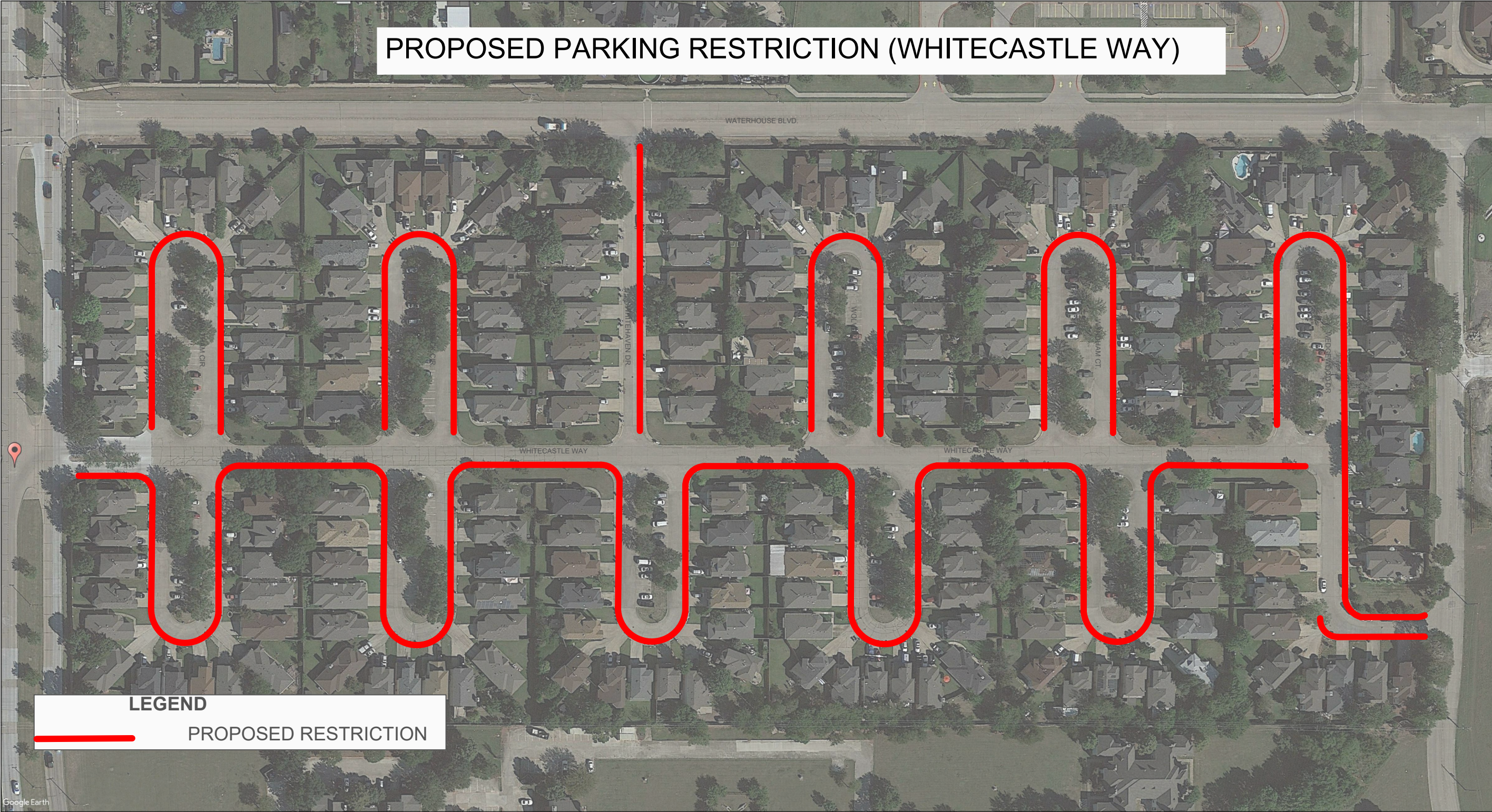
CONSIDERATION

Prohibiting parking as shown in the attached exhibit will result in visitor parking being further from the front door of the residences.

Attachments

Exhibit

PROPOSED PARKING RESTRICTION (WHITECASTLE WAY)



LEGEND

PROPOSED RESTRICTION



GARLAND POLICY REPORT

City Council Work Session Agenda

3. g.

Meeting Date: February 28, 2022

Item Title: Project Specific Agreement with Dallas County for Garland Avenue Underpass Trail

Submitted By: Andy Hesser, Managing Director

Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Garland Avenue Underpass Trail. This trail segment is a key connection within Spring Creek Greenbelt that will connect two existing 12-foot wide trails under the existing Garland Avenue bridge.

OPTIONS

- A. Adopt a Resolution which authorizes the City Manager to execute the attached PSA with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

BACKGROUND

1. In 2021 the City executed a Master Agreement with Dallas County providing general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. The Spring Creek Trail Underpass at Garland Avenue is a 12-foot wide spine trail that will provide for a direct trail connection underneath the North Garland Avenue bridge. The proposed trail will connect on the west side of North Garland Avenue to the Spring Creek Trail and connect to the Winters Park Trail on the east side of the existing roadway. Currently, each trail connects to the roadway sidewalks along North Garland Avenue, and

trail users that wish to continue along the Spring Creek Greenbelt must use the sidewalk system along North Garland Avenue and cross at the signalized intersection at Naaman Forest Boulevard. The proposed trail is approximately 800 linear feet and will include modifications to existing site trees and storm water infrastructure to accommodate the proposed alignment.

3. The PSA establishes a total cost of the project to be \$1,074,190. The County's commitment is \$512,095 with the City's share being the remaining \$562,095.
4. The City's funding for this project will be included in the 2022 CIP utilizing 2019 Bond funding.
5. The final cost share amounts are as follows:
 1. Dallas County \$512,095
 2. City of Garland \$562,095

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA was reviewed by the City Attorney's Office.

Attachments

Master Agreement Garland and Dallas County

Context Map

MCIP 12020 PSA Garland and Dallas County

RESOLUTION NO. 10483

A RESOLUTION OF THE CITY OF GARLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT FOR MAJOR CAPITAL IMPROVEMENT PROGRAM PROJECTS WITH DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

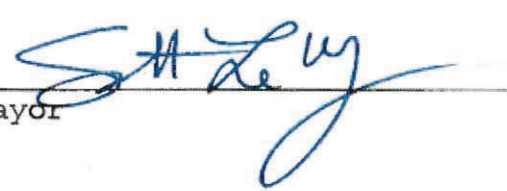
That the City Manager is hereby authorized to execute a Master Agreement for Major Capital Improvement Program Projects with Dallas County, Texas, in the form and substance of that attached hereto as Exhibit "A".

Section 2

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

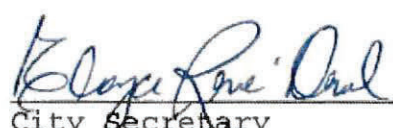
PASSED AND APPROVED this the 6th day of April, 2021.

CITY OF GARLAND, TEXAS



Mayor

ATTEST:



City Secretary

**MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

THIS MASTER AGREEMENT is made by and between the City of Garland, Texas, hereinafter ("City"), and Dallas County, hereinafter ("County"), acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter ("Master Agreement" or "MA") for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan, hereinafter ("Mobility Plan").

WITNESSETH

WHEREAS, pursuant to Court Order 2021-0494, dated May 18, 2021, County Commissioners Court approved participation in Transportation Major Capital Improvement Program ("MCIP") within the cities and towns inside Dallas County; and

WHEREAS, the approved MCIP project lists and MCIP funding commitment amounts may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City and County for the mutual consideration stated herein:

ARTICLE I. DEFINITIONS

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY** shall mean the City of Garland, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS ("CSS")** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of the Dallas County Public Works Department to

use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate a very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment, and construction. Direct Cost does not include the City or the County's general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Master Agreement to become effective.
- H. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Attachment A, Project Management Practices Manual ("Practices Manual" or "Attachment A"), which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. This Master Agreement references the most current edition of the Practices Manual. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the City on an as-needed basis during the term of this Master Agreement. The five phases of the project delivery system are planning, design, right- of-way, utility clearance, and construction.
- I. **FUNDING AGREEMENT ("FA")** shall mean the agreement between the County and a City to establish a preliminary proposed budget for a project, including the required funding match from the City in an amount equal to or greater than County MCIP funding commitment. As design is completed and the engineering estimate is refined, the Funding Agreement ("FA") shall be incorporated into the Project Specific Agreement ("PSA"). A FA and/or PSA is necessary before beginning engineering design.
- J. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.
- K. **IN-HOUSE PROJECT DELIVERY COSTS ("IHPD")** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment, and other expenditures necessary for the management and continuation of the MCIP.
- L. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City and County in accordance with the Texas Government Code, Chapter 791.
- M. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

- N. **MASTER AGREEMENT ("MA")** shall mean this document including all incorporated documents, attachments, and exhibits.
- O. **MEMORANDUM OF AGREEMENT ("MOA")** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- P. **MEMORANDUM OF UNDERSTANDING ("MOU")** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the Moving Ahead for Progress in the 21st Century Act ("MAP-21"), any supplements and/or amendments thereto, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right-of-way, which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting City (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE ("PCC")** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency. Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual right-of-way ("ROW") challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE ("PDC")** shall mean meetings of representatives of independent engineers and stakeholders of the contracting parties of the project for the purpose of discussing feasible design alternatives, forging consensus for the selected alternative, and includes entering into a MOA, MOU, FA, and/or a PSA for the overall estimate, alignment, and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that it may help assure the project is able to

overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Participant coordination and timely project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT PARTICIPANTS/TEAM** shall mean independent representatives from the County, City, and other stakeholders of the contracting parties as may be mutually agreed upon by the County, City, and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City and approval by the Dallas County Commissioners Court. The Project shall be considered complete when construction has been fully completed and the maintenance period has expired or the Project has been terminated in accordance with Article IV of this Master Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT ("PSA")** shall mean a written agreement subsequent to this Master Agreement, which is entered into to establish the contractual rights and responsibilities of the City and County as it relates to a particular Project. A PSA supersedes a MOA, MOU or FA.
- AA. **RIGHT – OF - WAY ("ROW")** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by the County or the City, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** will be attached to PSA's involving construction. Scoping sheets may be attached to PSA's involving a study or design. These sheets will set forth the design criteria to be used for the Project, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined, the Scoping Sheets shall be updated and revised by the Project Manager to reflect current construction goals.
- CC. **SMALL WATERSHED DAM** shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be agreed upon by the contracting parties and listed in a Project's Scoping Sheets.

- EE. **TxDOT** shall mean the Texas Department of Transportation.
- FF. **UTILITIES** shall mean each City utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or federal law or agreement between the entity and the City, County, or State of Texas.
- GG. **UTILITY, CITY**, also known as **CITY UTILITY** shall mean those utilities that are owned or operated by the City, which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.
- HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the limits of any governmental entity.
- II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City Utilities, whose facilities are located within a private easement.
- JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's Facility adjusted or relocated as a part of the Project as compared to the existing Facility, or any upgrading of the Utility's Facility above the standard practices, devices or materials, specified by the Utility and customarily used by the City or Utility on Projects solely financed by the City or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by the City or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").

ARTICLE II. PERIOD OF THE AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This Master Agreement shall expire ten (10) years from the Effective Date unless terminated in accordance with Article IV of this Maser Agreement.

ARTICLE III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the City and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City Council Resolution.

ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the term of the agreement.

2. By either party, by providing written notice of termination pursuant to Article XIX, Paragraph I. of this Master Agreement establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Master Agreement and/or any original, supplemental and/or any amended MOA, MOU, FA, and/or PSA or the failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
 3. By either party for any reason with ninety (90) days written notice to the other party pursuant to Article XIX, Paragraph I. of this Master Agreement.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.
 - c. In the event that any original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
 - d. If the Project is terminated by the City prior to the award of any construction contract and the Project is located within the City limits, City shall pay to the County the full amount expended by the County on the Project and the County shall transfer to the City its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
 - e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.
 - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice pursuant to Article XIX, Paragraph I. of this Master Agreement, take over the Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to ensure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. In the event that no FA is approved within five (5) years of Commissioners Court approval of County MCIP funding commitment, then the County in its sole discretion, can reallocate the County MCIP funding commitment.
- h. In the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- i. In the event that the City enters into a PSA with the County, if the Project has not been completed within ten (10) years from the date of Commissioners Court approval of the original PSA, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- j. Provisions b through j of this Article IV, Section A shall survive the termination of this Master Agreement and any MOA, MOU, FA, and/or PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

B. FORCE MAJEURE:

Neither County nor City shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, disruptions in service from public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACT AND OMISSIONS

County and City agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned

comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including sovereign or governmental immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. LEAD AGENCY

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City and County may choose for the County to manage the Project through design and construction and for the City to acquire ROW.
- B. In the event that the City is the Lead Agency the City shall:
 - a. Provide project management and leadership from Project selection to construction completion following the 5 Phase Project Delivery System as detailed in Attachment A to this Master Agreement, which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the City on an as-needed basis during the term of this Master Agreement;
 - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;
 - c. Acquire ROW necessary for the Project;
 - d. Enter into or obtain whatever agreements or permits necessary for Project completion;
 - e. Provide County with the opportunity for significant input in plan development and periodic progress reviews; and
 - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City-led projects in which the City is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City and County have arrived at a mutual agreement through involvement of the County during the initial design phases, including the Design Kick-off Meeting and as necessary, the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

ARTICLE VII. CITY AGREES AS FOLLOWS:

- A. To execute, within five (5) years of Commissioners Court approval of funding commitment, the necessary agreements with the County for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by reference with a PSA. If the City and County have not executed a FA within five (5) years of Commissioners Court approval of the funding commitment, the County in its sole discretion can reallocate the funding commitment.

- B. City agrees not to allow more than five (5) years to transpire after a completed phase without any activity on subsequent approved phases, if the Project is being completed in phases. If more than five (5) years transpire after a completed phase without any activity on subsequent approved phases, the County in its sole discretion, can reallocate the remaining County MCIP funding.
- C. City agrees to complete the Project within ten (10) years from the date of Commissioners Court approval of the PSA. If more than ten (10) years transpire, the County in its sole discretion can reallocate the remaining County MCIP funding.
- D. To provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet MCIP Project funding for each milestone as specified in this MA, the FA, and/or the PSA.
- E. The County in its sole discretion can require the City to provide a plan to address outstanding issues before entering into necessary agreements for the Project to proceed.
- F. City agrees to share the funding of each Project with County on an equal share basis of 50%/50% or an otherwise agreed cost sharing arrangement as specified in a FA and/or PSA with the following exclusions:
 - a. City shall bear the entire cost of:
 - 1. City owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
 - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
 - 3. Utility Betterments;
 - 4. Direct costs of City which is fulfilling the role of Lead Agency, shall be totally funded by City unless supported by a detailed hourly accounting system equal to County's accounting system; and
 - 5. City Indirect Costs.
- G. After the City and County enter into a MOA, MOU, FA and/or PSA, regarding the Project's concepts, design elements and limits by the County and City at the PDC, the City agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City agrees to fund ROW not acquired, but reasonably expected to be acquired. City also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.
- H. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City is unable to obtain such ROW as described above, City shall notify County of such conflict. County and City shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

- I. City hereby grants the County authority to enter into eminent domain proceedings within the City limits on each specific ROW alignment and/or project as approved by the City and County.
- J. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation project. City Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.
- K. City agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize costs and minimize delays of the Project. Additional Project costs caused or contributed to by the City ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by the City.
- L. City shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City will notify the County and other stakeholders when utility conflicts would impact progress of the Project's completion. County and City agree to work with all stakeholders to solve the problem; which includes engaging elected officials in the problem's resolution to prevent delays in the commencement or prosecution of construction on the Project.
- M. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City water and sewer utilities shall be pro rated at the overall percentage agreed to by City and County for cost sharing. City shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City Utility. Any Project delay or other damages caused by City or the Utility's failure to timely relocate or adjust the facility shall be at the entire cost of City.
- N. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City to encroach on necessary ROW during the duration of the project, City shall bear the entire cost of removal or relocation of said encroachment.
- O. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- P. To actively participate and provide authorized representation with decision-making power at the PCC and/or the PDC, preconstruction meeting, and project meetings, which are necessary to Project development and completion.

- Q. City agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City further agree that if no review notes are submitted by the City in writing to the County in a timely basis, plans are approved as submitted.
- R. When City is Lead Agency, City agrees to allow forty-five (45) days for County review of submittals and that any of the County's comments shall be incorporated into the final document.
- S. City agrees that it will pay all additional Project cost for any City requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or in addition to the design or construction of the Project subsequent to the City's opportunity to review the sixty five percent (65%) design plans.
- T. Provide at City's/Town's cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- U. During the construction of the Project and after completion of the Project, City will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- V. After the completion of a Project and the maintenance period, the City will be responsible for all future maintenance without cost or contribution from the County.
- W. City shall bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by the City in excess of the Standard Basic Project Design.
- X. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City and County agree in writing that the City will manage and administer one or more projects, the City and the County will enter into a FA and/or PSA as to that project(s). In such instance, the City agrees to assume all Lead Agency responsibilities except as may be determined by mutual agreement and set forth in the FA and/or PSA.

ARTICLE VIII. UTILITY IMPACTS.

- A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated Project, the County (or City if acting as the Lead Agency) will, after submission by the utility company of ROW documentation and cost estimates acceptable to the City, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.
- B. In cases where a Utility in Public ROW, excluding City Utilities, occupies any portion of the Project ROW by Texas or federal law or by agreement with the City that allows or permits the City to cause the relocation of the utility for the construction of the Project, the City shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City shall take all steps necessary to ensure that such relocation or adjustment shall not conflict with or delay the Project schedule.

ARTICLE IX. COUNTY AGREES AS FOLLOWS:

- A. To provide, as a Project Cost, preliminary engineering which will define project details, e.g., location, scope of work and specific right-of-way alignment for each improvement. Such preliminary engineering shall be submitted to the City for approval, prior to proceeding with the final design and any right-of-way acquisition.
- B. To provide, as a Project Cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City standards and/or design criteria shall require prior approval of the City. Where City standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed to by the parties in the FA and/or PSA.
- C. To actively participate and provide authorized representation at the PCC and/or the PDC, preconstruction meetings, and Project meetings, which are necessary to project development through project completion.
- D. To provide project management of each Project where the County is Lead Agency from commencement to completion of construction. City and County may agree to redefine project management roles as beneficial to the Project as defined in the MOA, MOU, FA, and/or PSA, and/or supplemental and/or amended agreements.
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to the City or the City /Town's designee at no cost to the City.
- F. County agrees to provide review of interim submittals within forty-five (45) days of receipt, and hereby agrees that if no review notes are submitted by the County (if City is filling the role as Project Manager) in writing to the City within that time period, plans are to be approved as submitted.
- G. To submit final engineering plans for review and written approval by the City forty-five (45) days prior to submitting documents to the County Purchasing Department for advertising the project for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by the City on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of the City within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by the County and used for the Project to the City.
- L. In the event the County and the City agree in writing that the City will be the Lead Agency for the agreed upon Project, the County will reimburse the City for agreed costs as detailed in Article XII. (Funding) in this MA in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the FA and/or PSA.

All County payments shall be in accordance with Texas law and such County policies and procedures as may be mutually agreed to by the parties and incorporated by reference in a FA and/or a PSA.

ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC). PRELIMINARY CONCEPT CHARRETTE (PCC)

- A. City and County, as specified in Articles VII, IX, and X of this MA, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreed to date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from the PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. The Lead agency will already have been determined, as well as the project administration and management roles, which include the Project Manager. Key project participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project, and provide all stakeholders a commitment for project delivery schedules and project budgets.

ARTICLE XI. FISCAL FUNDING

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

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

ARTICLE XII. FUNDING

- A. City and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the County shall bear fifty percent (50%) of the total Direct Project and Program costs excluding the

Amenities, relocation or adjustment of City Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, FA, and/or PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the City shall bear fifty percent (50%) of all Direct Project and Program costs. In addition, the City agrees to fund all other City cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system, and other items as specified in this Master Agreement, FA, and/or PSA.

- B. Unless otherwise stated in a FA and/or PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to ensure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein in this Master Agreement or in any FA and/or PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.
- C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If the City elects to manage the Project, the County will reimburse the City based on invoices for actual costs expended as supported by documentation approved by the County Auditor. Any and all supporting documentation required by the County Auditor shall be included with the invoice from the City.
- E. After approval by the County's Commissioners Court and the City's City Council, and after the execution of an FA and/or PSA, the City shall escrow an amount adequate for estimated Project costs, which the County may use to pay for professional services, which include, but are not limited to scoping, preliminary design, and primary design.
- F. City and County shall enter into a FA to establish funding commitments for both parties as required for each project within at least five (5) years of project selection unless the County and City decide to enter directly into a PSA. If the City agrees the Project is to be completed in phases, no more than five (5) years may transpire after a completed phase without any activity on subsequent approved phases.

G. If the City and County agree to enter into a PSA without first entering into a FA, the City shall enter into a PSA with the County and complete the Project within ten (10) years or less.

H. Suggested timeframes for FA's, PSA's, and/or any supplements and/or amendments thereto are:

- a. As soon as the project is accepted by Commissioners Court and as a result of the Kick-off meeting, a FA to establish the Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by the Participating Agency; or
- b. For a PSA, when the preliminary engineering plans are at sixty percent (60%) complete, providing specific details on project scope to enter into a PSA; or
- c. After construction bids are opened, amend the PSA as needed.

ARTICLE XIII. NO THIRD PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Master Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the County. Nothing contained in this Master Agreement shall give or allow any claim or right of action whatsoever to any other person or entity. The terms and provisions of this Master Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and the County that any entity or person other than the City or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Master Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

ARTICLE XIV. RIGHT OF ENTRY

The City agrees that the County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. The City agrees to furnish such police or other City personnel as requested by the County for traffic control or other public safety matters at no cost to the Project or the County.

ARTICLE XV. LIST OF PROJECTS

City agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Court, subject to the agreement between the parties in a MOA, MOU, FA and/or PSA. City stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential project location and describes the type of project in sufficient detail that the City is fully aware of the location and type of projects being considered.

ARTICLE XVI. REALLOCATION OF COUNTY MCIP FUNDING

The County in its sole discretion may reallocate County MCIP funding away from the City's Project if the City has not entered into a FA confirming the City funding match within five (5) years from Commissioners Court approval of the funding commitment. The County in its sole discretion has the ability to reallocate the remaining County MCIP funding in the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases. The County, in its sole discretion, also has the ability to reallocate the remaining County MCIP funding away from the City's Project if the City has not completed the Regional Transportation milestone within ten (10) years.

ARTICLE XVII. ORPHAN ROAD POLICY

- A. The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- B. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for funding in the County's Major Capital Improvement Program ("MCIP"). Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).
- C. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's election not to pursue annexation.
- D. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to regional thoroughfare plan designation and City cost participation).
- E. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- F. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- G. The County Director of Public Works shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works by the cities as required by Texas Local Government Code, Section 242.001(c).
- H. The provisions of this Article XVII of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 6-27-2006, 8-10-2020).

ARTICLE XVIII. SMALL WATERSHED DAMS

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one City abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in MCIP projects in a City that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XVIII shall survive the termination of this Master Agreement.

ARTICLE XIX. MISCELLANEOUS GENERAL PROVISIONS

A. **Applicable Law/Venue.** This Master Agreement and all matters pertinent thereto shall be governed by and enforced in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City's sovereign and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

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

D. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

E. Federal or State of Texas Funding. In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, the City agrees to timely comply therewith without additional cost or expense to the County.

F. Headings. The headings and titles, which are used following the roman numeral of each paragraph are only for convenience in locating various provisions of this Master Agreement and shall not be deemed to affect the interpretation or construction of such provisions.

G. Number and Gender. Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

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

I. Notice. Any notice provided for in this Master Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, via certified mail, return receipt requested, or via registered mail, and addressed as follows:

County: County of Dallas
Director of Public Works
Dallas County
Administration Building
411 Elm Street, Fourth Floor
Dallas, Texas 75202-3389

To City: City of Garland
Director of Engineering
800 Main Street
Garland, Texas 75040

Either party may change its address for notice by giving the other party written notice thereof.

J. Assignment. This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.

K. Binding Agreement, Parties Bound. When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.

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

M. Effective Date. This Master Agreement shall commence on the Effective Date. The Effective Date of this Master Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

N. Contingent. This Master Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

O. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.

The City of Garland, State of Texas, has executed this Master Agreement pursuant to duly authorized City Council Resolution 10483, Minutes City Council dated the 6th day of April, 2021.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2021.

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(signatures appear on the following page)

CITY OF GARLAND

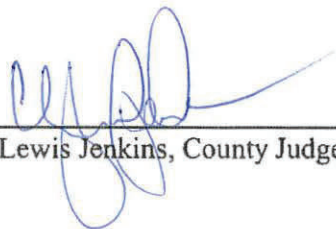
BY 
Bryan L. Bradford

TITLE City Manager

DATE 4-09-2021

ATTEST 
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY 
Clay Lewis Jenkins, County Judge

DATE May 18, 2021

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

BY /s/ Jana Prigmore Ferguson
Jana Prigmore Ferguson
Assistant District Attorney

Digitally signed by /s/ Jana Prigmore Ferguson
DN: cn=/s/ Jana Prigmore Ferguson, o=District
Attorney's Office, Dallas County, Texas,
ou=Assistant District Attorney,
email=jana.ferguson@dallascounty.org, c=US
Date: 2021.04.21 15:47:19 -0500

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

ATTACHMENT A

PROJECT MANAGEMENT PRACTICES MANUAL

5 PHASE PROJECT DELIVERY SYSTEM

2021

PREAMBLE

City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.

Nothing in this manual creates a joint enterprise/venture between the County and the City. This manual is being included so that it could help encourage these protocols to be followed because it will assist in the efficiencies and thereby possibly help reduce monetary obligations and duration of the projects. These guidelines are strongly recommended to be followed in order to avoid potential cost-related and/or time delay issues.

INTRODUCTION

The purpose of this Dallas County Public Works Project Management Practices Manual ("Practices Manual") is primarily to provide a standard practice guide on project management practices within the Dallas County Public Works ("DCPW") department. It is meant to ensure that a standard approach is used by all Project Managers ("PMs") and other project members in the delivery of County Major Capital Improvement Program ("MCIP") funded transportation projects. The guidelines are meant to meet the requirements and intent of the American Public Works Association's ("APWA") publication entitled "The Public Works Management Practices Manual" ("the APWA Manual"). The APWA Manual contains recommended practice statements that describe the critical elements necessary for a full-service public works agency to accomplish its mission. The practice statements in the APWA Manual "call for the development and implementation of a policy or procedure in the form of a rule, regulation, written directive, or for the execution of an activity, report, procedure or other action."

The resulting Practices Manual is intended to list a number of applicable recommended practice statements. Our basic methodology is a strong matrix approach, so that our PMs are assigned from the time a planning initiative becomes an approved project, to completion of the total project. We use the terminology found in the Project Management Institute's "A Guide to the Project Management Body of Knowledge" ("PMBOK"). This includes the definition of a "Matrix Organization." The definition is "any organization structure in which the project manager shares responsibility with the functional managers for assigning priorities and for directing the work of individuals assigned to the project."

When we speak of a project participants/team, we are referring to a group led by an appointed DCPW Project Manager ("PM") who has team members from throughout the four functional divisions of DCPW. These four divisions in DCPW are Transportation & Planning, Property Management & Utility Coordination, Engineering & Construction, and Program & Engineering Management. The PMs manage projects from cradle to completion without switching between functional divisions.

The intent of this Practices Manual is to provide an overview guide to project delivery practices, not an exhaustive "how to" manual. Greater detail on these and other Public Works practices can be found in the APWA Manual for more detailed instructions on the specific elements of project delivery. Our experience is that really thick manuals are not used as much as shorter guidelines that provide the boundaries of good practice and a standard approach on the essentials, with empowerment to individual PMs on the details of how they work to deliver their individual projects.

This Practices Manual can also serve as a guideline for the City to follow when the City is leading an MCIP project. Dallas County can provide input on the consultant selection process used by the City and the bidding process.

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP ONE, PROJECT DEFINITION

1. Dallas County Public Works, in conjunction with other Dallas County departments and with approval from Dallas County Commissioners Court ("Commissioners Court"), initiates a "Call for Projects". The Dallas County Public Works Transportation & Planning Division will adjust the project selection criteria based on the Dallas County Mobility Plan developed from input provided from the cities and/or towns, criteria that the North Central Texas Council of Governments ("NCTCOG") is using, and guidance from the County Commissioners. The final criteria and Call for Projects process will be briefed and approved by the Commissioners Court and a 5-signature letter will be used to invite the cities to participate in the MCIP Call for Projects.
2. The MCIP Call for Projects is a process that involves Dallas County, requesting a nomination of projects from all cities/towns in Dallas County, which can also involve stakeholders such as NCTCOG, Texas Department of Transportation ("TxDOT"), Dallas Area Rapid Transit ("DART") and/or others. The nomination period is open for four to six months to allow cities/towns to submit projects to the County for review. Soon after sending out notification about the MCIP Call for Projects, Dallas County Public Works will host a workshop on the

MCIP and the application process. Various aspects of this Call for Projects Workshop and process will be adjusted based on prior input from the cities/towns in Dallas County. The amount of time and submittal deadline for the cities and/or towns to nominate projects will be adjusted based on feedback from the cities/towns. This is to ensure that the cities/towns have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, etc.

3. DCPW's Transportation & Planning Division helps ensure that all of the information has been submitted correctly by cities/towns. If necessary, assistance may be provided to some of the smaller City staffs with preparation of their project submissions. A matrix team that consists of DCPW employees begins with field evaluations of the projects for conducting a feasibility review that precedes developing recommendations for selection of projects by Commissioners Court to be included in the County's MCIP. The DCPW team, with staff participation from each of the four DCPW divisions involved, provides assistance with risk assessments from various perspectives, which include cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. The DCPW Property Division team members examine Right-of-Way ("ROW"), utilities involvement, railroad involvement, relocations, etc.
4. Every project selected for MCIP funding commitments is then placed into a Program Year (PY) (year slated for construction start) in a spreadsheet called the "MCIP Transportation Funding Commitments" that is presented in Briefing format in a public forum to the Commissioners Court for their formal approval.
5. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding, Project Management (groups of independent stakeholders and cities/towns) methods of project delivery, and principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting interlocal agreements approved should never be on the critical path of project delivery. Therefore, much effort was expended between the Civil Division of the Dallas County District Attorney's staff and DCPW staff to formulate a Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"). This MCIP Master Agreement has been signed by all the cities/towns with approved projects and serves as the legal basis for future agreements between the various cities/towns and Dallas County, including but not limited to a Memorandum of Agreement ("MOA") and Memorandum of Understanding ("MOU"). Later, during project design, enough information will be known to forge a Funding Agreement ("FA") or a Project Specific Agreement ("PSA") that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the FA and/or the PSA, thus simplifying the process and time involved.
6. A project management planning meeting is held next with each City or Town, which has projects selected. This meeting is to initially review the selected projects and determine the basic parameters for each of the projects, such as cash flow requirements, for each participant of the project, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future

such as industrial area converted to mixed use, etc), then the lead agency may conduct a Planning Charrette.

The purpose of the Planning Charrette meeting, with all significant participants and stakeholders, is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is an agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Relationships will also be established at the Planning Charrette meeting involving the City, stakeholders, utilities and other participants of the project, which may be sustained throughout the life of the project.

7. DCPW commits to using Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each City is invited to use the same principles to deliver the selected projects. This type of approach is also an integral part of Context Sensitive Solutions ("CSS"), which is a design methodology that involves early and continuous involvement of all participants and stakeholders of a project. The Planning Charrette meeting is a form of CSS. The Dallas County Mobility Plan should also be considered as part of applying CSS for project delivery.
8. For every project that the city and/or town and county stakeholders agree to assign Dallas County as the Lead Agent, a PM will be assigned by DCPW. In addition, the DCPW Assistant Director ("AD"), in consultation with the PM and other AD's or designated DCPW business unit leaders, will identify their own matrix team members for the project. Any available Project Management tools will be used to optimal effect during the life of the project.
9. An initial Project Funding & Execution Status ("PFES") and Program Management & Planning Status ("PMAPS") form will be developed by the PM for each project in coordination with the ADs (or designees) from the DCPW divisions including Program & Engineering Management Division ("PEMD"), the Engineering & Construction division and Transportation & Planning Division. Each AD or designated DCPW business unit leader will review PFES and PMAPS in order to provide an adequate workforce for each project, and ensure that their own employees' assignments are balanced.
10. A decision on the use of Subsurface Utility Engineering ("SUE") will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. Dallas County Public Works ("DCPW") will have in place an Indefinite Delivery, Indefinite Quantity ("IDIQ") contract for quick implementation of SUE consultant efforts. Initiatives for joint efforts of utilities are anticipated between independent participants and stakeholders wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help ensure that all utility impacts are considered in every phase of project delivery.

STEP TWO, PRELIMINARY DESIGN

1. A systematic decision process as part of the DCPW Business Operating Plans ("PWBOP") updating is done to determine which design efforts will be completed with in-house designers and which will be done by consultants. For consultant selection, a rigorous and systematic process will be used to select the best qualified consultants for each project. An initial contract will be signed with a best qualified consultant to perform the entire preliminary design, or participate as a Preliminary Design liaison, trainer, or expert to advise an in-house design force for the project. As much as possible, an Indefinite Delivery, Indefinite Quantity ("IDIQ") methodology will be used to help ensure that inordinate amounts of time are not used in the best qualified selection process required by state law. Cities and/or towns who participate in the process are welcome to provide input to the County in the consultant selection process.
2. The DCPW's team of in-house design staff, a City, or a selected consultant firm will begin the initial design efforts under the leadership of the PM. One initial objective is to resolve alignment issues early in the design process with the participation of all stakeholders. In some circumstances, a feasibility study may be required to compare and contrast different alternatives before real design can begin. Estimated ROW takes, utility impacts, and environmental effects for each alternative may need to be reported before stakeholders decide on a preferred alternative for preliminary design.
3. CSS methodology will continue to be used, stressing total stakeholder involvement, throughout the project delivery process. Task Force meetings will be scheduled. Dallas County Public Works employees' matrix team meetings will also be scheduled.
4. When a consultant is used as the design agent, a contract will be negotiated for the preliminary design only, unless the project is relatively simple and the final solutions are not in question. The goal is to avoid protracted negotiations on the total scope and fee at the very beginning of the project, when many of the factors influencing final design consideration are not yet known. The decision to issue a new work order for completion of the Primary Design will be made after an interim evaluation on the Preliminary Design is completed using the County's consultant evaluation system.
5. A Preliminary Design Charrette ("PDC") will be planned by the PM who will lead the execution with all stakeholders (cities/towns, utilities, county, any private parties or other decision-makers/stakeholders). The scope of invitees to the PDC will be dependent upon the project's complexity and number of unknowns. The goal of the PDC is to build support behind the project and the alignment alternative that is selected. Many projects have been derailed by a lack of support by the project's independent representatives from the county, City, and other stakeholders. A great effort will be made to ensure attendance of all of the independent key players.
6. This consensus building effort is an integral part of any CSS approach to design. The DCPW Director and/or AD's will be personally involved and the PM will make special efforts to notify political leaders of meetings, so that the political leaders can have the meetings on

their calendars and may plan to attend. In addition, individual contacts will have to be made to ensure that utility company representatives attend meetings, since key alignment decisions will be made that can affect, or be affected by, probable utility locations. If applicable, the PDC will include an orientation walk-thru of the project site, which includes right-of-way assessment. The PM will highlight specific City zoning and other ROW requirements, or ask the city to highlight these.

7. As part of the CSS approach, a public involvement strategy will be forged under the leadership of the PM, and the advisement of the DCPW Transportation & Planning Division ("T&P"). Staff of DCPW's T&P will advise PMs on various public involvement techniques and methods to use to best involve the public and other stakeholders. DCPW will use innovative methods, such as workshop/small group formats. City methods and approaches will be respected and adhered to in this area.
8. Phase 1 ends with approval of the Preliminary Design Report, Preliminary Alignment/Profile and Preliminary Sizing of bridges and drainage structures along with SUE determination, Preliminary Survey Report, and Preliminary Utility Investigation Report.
9. The design firm or DCPW in-house design team will have begun necessary permitting and environmental assessments. Basically, the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on TxDOT projects.
10. Project plans are estimated to be 60-65% complete at the end of Preliminary Design. A risk assessment may occur before proceeding into Primary Design to identify key aspects that may need to be resolved before or during the Primary Design.

PHASE 2 -- PRIMARY DESIGN

1. The initial task is the assignment of either a DCPW In-house design team or the negotiation of a new work order with the consultant, specifically for completing the Primary Design. A new work order for completion of the Primary Design can be negotiated after Preliminary Design is nearing completion when the unknowns should be relatively few.
2. Scope of Work is now well defined by all Phase 1 effort and includes geotechnical investigations, utility analysis (including an appropriate level of SUE), constructability review, environmental analysis, traffic analysis, ROW parcels (based on Preliminary Design), and integration of context sensitive solution elements. Other aspects in Phase 1 that may be included but not limited to are: neighborhood public workshops, key stakeholder meetings and initial coordination with utilities, as necessary. With the scope defined a PSA can be executed with attached scoping sheets defining the critical parameters for the project.
3. Part of negotiations, both with DCPW In-house design teams and consultants, includes definitive delivery dates for various deliverables, phases, and reviews. In paying submitted invoices for progress during the design period, earned value analysis concepts will be used to

track cost and schedule progress. DCPW generally does not make “cost plus” assumptions about a consultant’s work efforts. Greater clarity on scope definition can be achieved with the typical multi-phase design approach of issuing separate work orders for Preliminary Design and Primary Design avoiding or minimizing the instances of misunderstanding on the true project scope.

4. The consultant or DCPW in-house design team works with all stakeholders, including utilities, under the guidance and direction of the County PM. The lead designer is the Technical Manager at this point in the process, and is always under the leadership of the PM. When an IDIQ consultant is hired to perform a survey, miscellaneous design, SUE, or materials testing, the PM is closely monitoring the progress. Also, the design firm for water and/or wastewater services will be integrated, and whenever possible, we will attempt to ensure that the design consultant for the transportation or infrastructure project is also selected by the City to design the municipal utility improvements. We anticipate and expect our consultants to become familiar with our 5 Phase Project Delivery System’s processes and deliverables.
5. Traffic and utilities data will be considered in design, with data from the City, County, NCTCOG, and/or consultant. An agreed upon level of SUE will be key to input into the design details, and including utility companies involvement throughout all phases of the project.
6. Environmental assessment will be completed during this phase. Significant issues should be addressed without wasting time on clearly unimportant areas. An environmental impact analysis will be completed if the assessment shows that this analysis is required. The goal is to execute environmentally sustainable solutions that improve the overall quality of life of the transportation users and citizens of Dallas County and the City.
7. Right-of-Way (ROW) documents will be finalized, with quality control by the consultant or DCPW’s in-house design team. The quality assurance (“QA”) function will be completed by both the PM and DCPW’s Property Management & Utility Coordination Division (“PMUC”) in a smooth manner, using pre-coordinated checklists. At the appropriate time, the documents will be delivered to PMUC, but the PM still retains overall responsibility for timely project delivery. Early involvement on ROW issues, including utility relocation aspects such as getting possible Rights of Entry (“ROE”) can be critical for obtaining vital information to ensure successful utility relocations. Early provision of final and accurate ROW documents will be a critical milestone of the design contract.
8. The Design Consultant or the DCPW In-house design team completes the work on a provided schedule. Consultants and/or DCPW’s In-house design team are expected to ensure that they accomplish “muddy boots” design with true “eyes-on” on the total project site. These actions will avoid lengthy rounds of passing designs back and forth, in favor of “over-the-shoulder” reviews, as required to meet design completion timelines. These will include City, utilities and other interested stakeholders under the orchestration of the PM.
9. The PM completes the interim evaluation of the consultant. Special note will be taken of the consultant’s system for assuring quality control (“QC”) of all design efforts, including ROW documents.
10. After construction is complete, the PM performs a final consultant evaluation, using the standard evaluation system. The Consultant is given an opportunity to evaluate DCPW’s project management process.

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

1. This phase begins with the delivery of the initial, unsealed ROW documents to the County by the consultant. Consultants will first bring a few ROW documents for initial review by the PM and DCPW Property Division team members, to ensure that they fully understand the details and level of Quality Control that the County expects in their submittals. Standards and scheduling will be clearly spelled out in writing within the Consultant's contract. Deliverables will include ROW maps and deed records.
2. Consultant is required by contract to submit property owner deeds along with right-of-way maps, which have received an internal quality control process. The PM ensures utility representatives are informed of the project and all known utilities are shown on the plans. Diligent efforts must be made to ensure that all private or public utility easements are identified on the maps and plans as required in Consultant Contract. All the SUE efforts should be included in the design documents.
3. Consultants or In-house Design Team are to avoid taking ROW that is not necessary to the construction of the project. The PM works with the project participants to minimize the ROW takings and ensures the appropriate leadership is used so that project delivery dates are met.
4. The PM ensures that the county or the City's ROW Functional Manager works towards the efficient execution of ROW planning, appraisal and acquisition services. The DCPW's Property Division will manage the ROW Acquisition Services IDIQ contract, if this delivery tool is used. Before writing a Work Order for the ROW Acquisition Services IDIQ, the DCPW Property Division Manager may meet with the DCPW Engineering & Construction Manager or DCPW Transportation & Planning Manager, DCPW Program Engineering Manager and the PM, to ensure that an adequate project budget is available for the added cost of procuring ROW services.
5. The county or City PM monitors and tracks progress on ROW acquisition. The County or the City's PM resolves issues as they develop, keeping all stakeholders, including utilities, informed.
6. DCPW may have further final discussions with City, utilities and stakeholders, early enough to preclude re-work by the prime consultant. The goal is to achieve this prior to completing the final design documents.
7. Consultant will make minor design changes as directed by the PM resulting from property owner requests or other changes that arise naturally in ROW negotiations.
8. As required, the PM will be prepared to present expert testimony at any Eminent Domain hearings and any related litigation.
9. ROW is complete when all parcels necessary for construction have been acquired.

PHASE 4 – ROW Completion & Utility Adjustment

1. ROW acquisition is carried to completion under the active project management and leadership of the PM, with proactive activity of the ROW acquisition group. If the City or other governmental entity such as TxDOT, is the ROW acquisition agency, the PM will still track the progress and proactively keep progress on schedule.
2. The PM will inform project participants about results of the SUE to ensure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. The relevant APWA practices will be used as the guide.
3. The County or City PM tracks and resolves issues and work schedules, to proactively lead efforts to minimize or avoid the obstacles of property acquisition and utilities relocation to ensure project schedule. The use of utilities Rights of Entry ("ROE") may be explored as a way that could take the utility adjustment time off the project critical path if the utility companies are agreeable. If the utility company is not agreeable to the use of ROE, then the ROW will need to be obtained before the utility company relocates. Road and Bridge ("R&B") forces may be available to help clear trees from the new ROW.
4. The City works with the PM and other project participants to help expedite utility relocations. Many times, franchise utilities have relationships with cities/towns that can be used beneficially to secure better cooperation. Monthly Task Force meetings are initiated during this phase to ensure early and frequent communication of all stakeholders. All project participants are to proactively work with the utilities and facilitate their relocation. DCPW policy is to have Zero Relocation of Relocations ("0RR").
5. Prior to engaging the Dallas County Purchasing Department ("Purchasing") for advertising the project for construction bids an "Advertising Risk Assessment" ("ARA") is completed. Advertising is not issued until all utilities are within a reasonable and confirmable clearance date. A deliberate decision will be made on how many days from bid opening until contract award, and how many days until the Work Order is given. Work Order dates will not be projected to occur before high assurance that all known utilities will have been relocated. A second important function of the ARA is to ascertain all the funding commitments, to update the PFES to include all funds already expended, and to calculate an up-to-date construction estimate. All of the above actions will be coordinated and finalized at a meeting scheduled and run by the PM with the DCPW Director, AD and a City's representative in attendance. This meeting will be scheduled as one of the critical milestones for the project.
6. The PM will ensure designers (in-house or consultant) will be kept on-call for projects if required to complete requested engineering support services during construction, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to retain the best part of the effort and focus that the consultant or DCPW In-house design team has just expended in designing the project.
7. DCPW will coordinate with Purchasing and any other departments as necessary to facilitate Pre-Project Meetings to notify the nearby community and regional contractor community about the upcoming advertisement of the project for construction bids.

PHASE 5 -- CONSTRUCTION

STEP ONE, CONSTRUCTION

1. The PM works with PEMD to advertise a project in coordination with the Dallas County Purchasing Department for advertisement, pre-bid meetings, bid opening, and award. A one hundred percent (100%) design completion up-to-date construction estimate will be completed by the PM and will be used as the fair-cost government estimate for construction bidding purposes.
2. DCPW leads the drafting of the PSA and any necessary amendments/supplements to the PSA with each City giving approval of final funding on a timely basis. An updated PFES will be needed at this time.
3. The PM works with PEMD to help the Dallas County Purchasing Department facilitate the construction contract award. PM works with all cities/towns to ensure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on the status of utility relocations, any city requirements, etc.
4. The PM will plan, schedule, and execute the Pre-Construction Meeting involving key stakeholders of the project, including utility companies. The PM will schedule for attendance and participation, the DCPW Director and the AD for Engineering & Construction and/or the AD for Transportation& Planning. Careful pre-planning helps ensure the attendance of the right stakeholders and staff. The PM will normally facilitate their own meetings since they have the expertise and experience to accomplish these tasks without hiring specialized consultants.
5. Construction proceeds on schedule with Construction Management services provided by the County or the City. The PM helps ensure that principles of collaboration (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase by the independent project participants such as contractors, cities, utility companies, transportation agencies and other key stakeholders.
6. The PM ensures constant communication with customers and other project stakeholders. This may include a construction oriented neighborhood meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner. This is all part of total Context Sensitive Solutions project delivery.

STEP TWO, PROJECT CLOSE OUT

1. The PM ensures the final pay estimate is paid to Contractor on a timely basis with assistance from the DCPW Program & Engineering Management Division ("PEMD").
2. The PM completes final Evaluation on the Contractor, using interim evaluation results (if one was done), and performance during the entire contract period. Contractor evaluates DCPW (on a voluntary basis).
3. The PM ensures that as-built plans are provided to the ultimate owner of the project, typically the City, from marked-up construction plans.
4. The PM works with the PEMD to ensure total project costs are finalized, a final PFES is completed, and Program Management is able to disencumber any remaining funds to be put back into the MCIP fund.
5. The PM ensures the City is invoiced for their remaining portion of the Total Project Costs.
6. The PM formally turns the project over to the City by letter citing the date of return to City for maintenance.
7. The PM plans an After Action Review ("AAR") to capture lessons learned and celebrate project completion with all participants involved in project delivery from design to construction completion.
8. The PM conducts the applicable one (1) or two (2) year Maintenance Bond Inspection in conjunction with all applicable stakeholders.
9. The PM completes close out project report, including retaining the key project documents digitally and documenting key lessons learned.

Dallas County Public Works Department's Project Delivery Team's Essential Elements for Utility Relocations

1. Know the utilities' customers **and remember that we have the same customers.**
2. Make utilities move **only if absolutely necessary to achieve the project purpose.**
3. Move utilities only once if the move is, in fact, **essential.**
4. Get involved with actual field reconnaissance early. Include and engage Project representatives or constructability personnel very early.
5. Get the acquiring agency's Right-of-Way personnel involved early.
6. Schedule initial utility meetings early. Make collaboration among independent project participants the theme.
7. Involve and invite utility representatives to neighborhood or public meetings.
8. Distribute roadway plans early to get started with the utility planning.
9. Coordinate with all utilities to ensure that one has no negative impact on another. Coordination should ensure that enough right-of-way is acquired to accommodate all of the facilities.
10. When plans are changed, get them to utility companies promptly. Provide a list of changes for all cities/towns, utilities and stakeholders in a timely manner.
11. Communicate with utilities frequently to ensure knowledge of changing personnel and the appropriate contact person.
12. Review and comment on plans to identify conflicts between utilities and the project plans.
13. If applicable, verify with utility companies their ability to move their utilities before construction needs to begin.
14. Do not begin implementing a project schedule without total feedback from all companies.
15. Identify the precise sequence of utility relocations that need to occur. Many companies are predecessors of other companies' relocations. Communicate this sequence to all utilities and other stakeholders. Ensure that the sequence is streamlined as much as possible.
16. One way of ensuring the streamlining of the utility relocation sequence is web-based notification when each utility company is completed or is scheduled to be completed with relocating their utility lines/facilities. Scheduling is as vital as the actual sequence of relocations.
17. Consider that seasonal shutdown restrictions will have significant and adverse schedule impacts, sometimes up to one (1) year. Also consider that certain times of day are restricted from utility relocation. In addition, develop procedures for emergency situations and learn the appropriate "windows of opportunity" for changeovers, etc.

18. Share accurate information with all companies and try to help ensure that they share information with each other.
19. Communicate the need to follow City ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
20. Ensure that the companies have measures for handling complaints about their work and that they do not inconvenience customers more than is absolutely essential. **Remember, ORR!!**

GUIDELINES FOR ENSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND THE UNION PACIFIC RAILROAD (UPRR)

- **Start Early Coordination** – Set up a meeting with UPRR’s local representative to share project selection lists and to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder preliminary design charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts**, before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post wherever possible.
- **Use the UPRR website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. DCPW in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc.), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Check with UPRR before pursuing any changes to their standard agreement or attachments.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UPRR elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships.** Do not presume upon the UPRR (e.g., impossible requests that are not pursued in a timely manner, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that the United States Department Of Transportation (“USDOT”) has a policy to reduce at-grade RR crossings. This puts tremendous pressure on railroad companies to accomplish this goal. Are there some rarely used at-grade railroad crossings in the City that could possibly be closed? Explore ways to eliminate them and UPRR could be more interested to meet the needs of the project that is needing UPRR assistance.
- **When appropriate, have Dallas County’s attorneys communicate directly with UPRR attorneys.** If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they may have to be. The Project Manager should stay involved to ensure that going down “legal rabbit trails” is avoided whenever possible.
- **When you are in doubt and have searched all the readily available information, contact UPRR’s Real Estate Division in Omaha, NE.** Even though UPRR staff have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win situation. If you setup a “folder number,” with UPRR this will save them much time in looking up the project file information.



**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Transportation Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on Garland Avenue Underpass, MCIP Project 12020, from the west side of North Garland Avenue to the Spring Creek Trail (“Project”).

WHEREAS, the Project is located within the City of Garland;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the City of Garland and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

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

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto, which is incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment “A.”
3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment “B.”

4. Project vicinity map, which is attached hereto and incorporated herein by reference as Attachment “C.”

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Garland, Texas. The Garland Avenue Underpass at Garland Avenue is a 12-foot wide spine trail that will provide for a direct trail connection underneath the North Garland Avenue bridge. The proposed trail will connect on the west side of North Garland Avenue to the Spring Creek Trail and the Winters Park Trail on the east side of the existing roadway. Currently, each trail connects to the roadway sidewalks along North Garland Avenue, and trail users that wish to continue along the Spring Creek Greenbelt must use the sidewalk system along North Garland Avenue and cross at the signalized intersection at Naaman Forest Boulevard. The proposed trail is approximately 800 linear feet and will include modifications to existing site trees and stormwater infrastructure to accommodate the proposed alignment.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

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

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

Article VI.
Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from West side of North Garland Avenue to the Spring Creek Trail.
3. The design shall be the agreed upon Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments, as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of transportation/road right-of-way, which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure design and construction are completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project

cost is estimated to be One Million Seventy Four Thousand One Hundred Ninety Dollars and no cents (\$1,074,190.00) as shown in Attachment “B.”

2. The County’s total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Twelve Thousand Ninety Five Dollars and no cents (\$512,095.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Fifty Thousand Dollars and no cents (\$50,000.00). County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
3. The County in-house Project delivery (“IHPD”) costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Five Hundred Sixty Two Thousand Ninety Five Dollars and no cents (\$562,095.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees to encumber an amount adequate for total estimated Project costs as determined by the County within thirty (30) days of notification by the County.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project’s scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.

Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City: City of Garland
Director of Public Works
Address: 200 N. Fifth St.
Garland, TX 75040

Either party may change its address for notice by giving the other party notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

(the remainder of this page intentionally left blank)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

County of Dallas:

City of Garland:

Clay Lewis Jenkins, County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

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

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

AASHTO, TxDOT, City of Garland

IS THE PATH ON A ROAD FACILITY?	YES ☐	NO ☒	
IS TRAIL ADJACENT TO BACK OF CURB?	YES ☐	NO ☒	NA ☐
AWAY FROM ROADWAY?	YES ☐	NO ☐	NA ☒
If yes, specify distance: _____			
SHARED USE PATH?	YES ☒	NO ☐	
ROADWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
MID BLOCK CROSSINGS INVOLVED?	YES ☐	NO ☒	
DRIVEWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
RAILROAD CROSSINGS INVOLVED?	YES ☐	NO ☒	
IS A TRAFFIC STUDY REQUIRED?	YES ☐	NO ☒	

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Project Name: Garland Avenue Underpass

MCIP Project No: 12020

TRAIL ACCESS CONNECTIONS?

YES ☒

NO ☐

If yes, list the access points below:

Access provided from trail connection underneath the North Garland Ave. bridge over Spring Creek. The proposed trail will connect on the west side of North Garland Ave. to the Spring Creek Trail and connect to the Winters Park Trail on the east side of the existing roadway.

BRIDGES OR GRADE SEPARATIONS?

YES ☐

NO ☒

If yes, please specify facility(ies) below:

PAVEMENT SECTION

PAVEMENT WIDTH

Existing:

N/A

Proposed:

12 feet

BICYCLE DESIGN SPEED: 20 mph

PAVEMENT CROSSFALL:

PROPOSED: 2% (Typical)

MINIMUM: 0%

MAXIMUM: 2%

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PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

GRADE REQUIREMENTS:

Any deep cuts, high fills?

YES ☐

NO ☒

VERTICAL GRADE:

MINIMUM 0%

MAXIMUM 5%

WILL SWITCHBACKS BE NECESSARY TO COMPLY
WITH GRADE REQUIREMENTS:

YES ☐

NO ☒

MINIMUM RAIL HEIGHT: 42 inches

SIGNAGE AND/OR DISTANCE MARKERS?

YES ☒

NO ☐

If yes, please specify types and generally describe locations:

Minimal pedestrian-scaled directional and regulatory signage will be added at appropriate locations.

TRAIL HEAD?

YES ☐

NO ☒

PARKING?

YES ☐

NO ☒

PAVEMENT STRUCTURE

MAINTENANCE VEHICLE TRAFFIC?

YES ☒

NO ☐

MINIMUM PAVEMENT STRUCTURE THICKNESS: 6 inches

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Project Name: Garland Avenue Underpass

MCIP Project No: 12020

CONCRETE REINFORCEMENT TYPE: Rebar
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 48 feet

EXPANSION JOINT MATERIAL: Redwood with joint sealer

SAWED DUMMY JOINT INTERVALS: 12 feet

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40 ☐ TR-55

SIDE DITCHES? YES ☐ NO ☒

BRIDGES/ BOX CUVERTS INVOLVED? YES ☐ NO ☒

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S) ☐ BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT:

FLOODPLAIN CONSIDERATION? YES ☒ NO ☐

If yes, what is the design storm frequency? 10-year storm frequency

If yes, how many feet of freeboard are required? None required

ATTACHMENT “A”

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PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

PERMITS

USACE 404 PERMIT YES ☐ NO ☒

TCEQ PERMIT YES ☐ NO ☒

CDC PERMIT YES ☐ NO ☒

ENVIRONMENTAL IMPACT STATEMENT YES ☐ NO ☒

TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED? YES ☒ NO ☐

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES ☒ NO ☐

If yes, please document below:

City of Garland Floodplain Permit

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES ☐ NO ☒

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☒

STAMPED/COLORED CONCRETE? YES ☐ NO ☒

IRRIGATION? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

BRICK PAVERS?

YES ☐

NO ☒

If yes, please define location(s)

TRAIL LIGHTING?

YES ☒

NO ☐

If yes, define location(s) and spacing of lighting poles:

Under Bridge LED Lighting

TRAFFIC SIGNALS?

YES ☐

NO ☒

MID-BLOCK SIGNALS?

YES ☐

NO ☒

CROSSWALK MARKINGS?

YES ☐

NO ☒

ON-STREET DEDICATED BIKE LANES?

YES ☐

NO ☒

If yes, specify width: _____

BUS STOPS OR BUS SHELTERS?

YES ☐

NO ☒

RETAINING WALLS?

YES ☒

NO ☐

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

Retaining Wall Type RW-1L (TxDOT)

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Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

DECORATIVE RAILINGS?

YES ☒

NO ☐

MONUMENT?

YES ☐

NO ☒

WATER FOUNTAIN?

YES ☐

NO ☒

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER
INDEPENDENTLY OWNED PROPERTY?

YES ☐

NO ☒

If yes, specify owner and R.O.W. width:

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO
TRAIL'S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

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PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES ☒ NO ☐

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES ☐ NO ☒

If yes, please define below:

ANY NON-CONFORMING ISSUES? YES ☐ NO ☒

ANY WATER WELLS? YES ☐ NO ☒

EASEMENT/R.O.W. MAP NEEDED? YES ☐ NO ☒

FIELD NOTES NEEDED? YES ☐ NO ☒

R.O.W. PLATS NEEDED? YES ☐ NO ☒

R.O.W. ACQUISITION? YES ☒ NO ☐

PARKING/LOSS OF PARKING CONSIDERATIONS? YES ☐ NO ☒

HISTORICAL SITE CONSIDERATIONS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Garland Avenue Underpass

MCIP Project No: 12020

ADDITIONAL REMARKS

ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

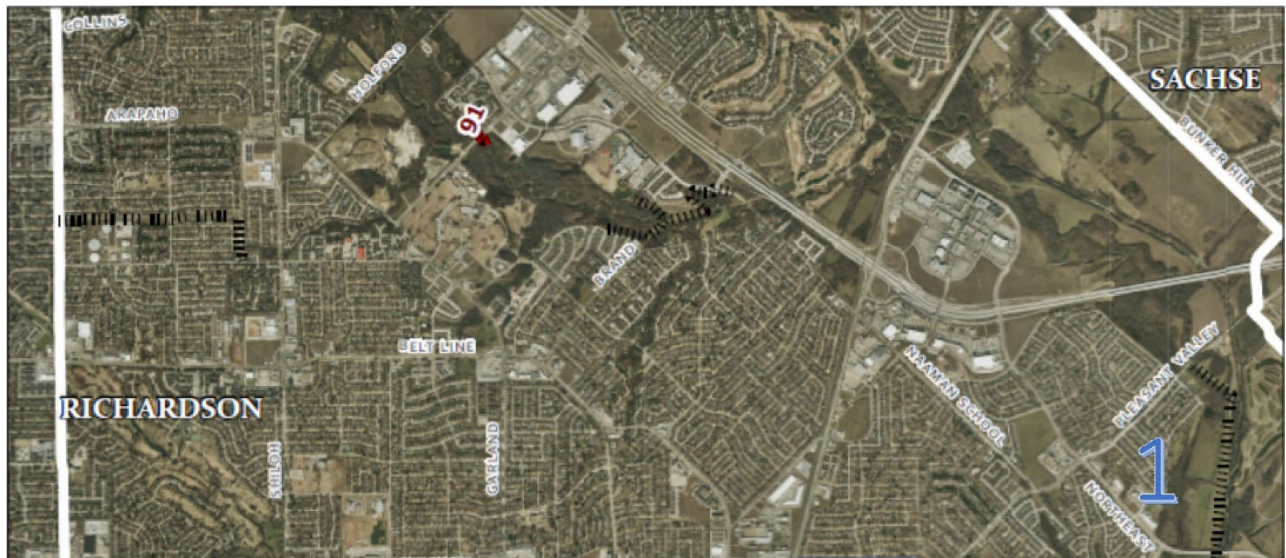
PROJECT NAME: Garland Avenue Underpass MCIP 12020

Estimated Project Cost	
Design (Engineering)	\$ 83,500
Dallas County In House Project Delivery (IHPD)	\$ 50,000
Construction	\$ 940,690
Total	\$ 1,074,190
Funding Sources	
Dallas County	\$ 512,095
City of Garland	\$ 562,095
Total	\$ 1,074,190

ATTACHMENT “C”

Garland Ave Underpass

Limits: west side of North Garland Avenue to the Spring Creek Trail
Garland, District 1





GARLAND POLICY REPORT

City Council Work Session Agenda

3. h.

Meeting Date: February 28, 2022
Item Title: Project Specific Agreement with Dallas County for the Naaman Forest Connection Trail
Submitted By: Andy Hesser, Managing Director
Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Naaman Forest Connection Trail. This trail segment makes up the spine trail along Spring Creek, connecting Winters Trail to the Naaman School Road Sidepath.

OPTIONS

- A. Adopt a Resolution which authorizes the City Manager to execute the attached PSA with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

BACKGROUND

1. In 2021 the City executed a Master Agreement with Dallas County providing general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. The Naaman Forest Connection is a 12-foot wide spine trail that will provide a connection to the existing Winters Park/Spring Creek Greenbelt Trail and a currently funded shared-use path to be constructed with the roadway improvements for Naaman School Road. This trail will extend the current trail terminus at Three Oaks Drive on the south side of Spring Creek towards the Halff Park trail head where it will then extend towards

Naaman Forest Boulevard. The trail will align along the existing roadway and cross Spring Creek again underneath the western bridge abutment of the proposed Naaman School Road Bridge where it will terminate at the shared-use path on the north side of the proposed roadway. The Naaman Forest Connection trail will be approximately 1 mile in length and will require a significant pedestrian bridge across Spring Creek and potential modifications to the signalized intersection at Brand Road and Naaman Forest Boulevard.

3. The PSA establishes a total cost of the project to be \$3,107,968. The County's commitment is \$1,487,905 with the City's share being the remaining \$1,620,063.
4. The City's funding for this project will be included in the 2022 CIP utilizing 2019 Bond funding.
5. The final cost share amounts are as follows:
 1. Dallas County \$1,487,905
 2. City of Garland \$1,620,063

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA was reviewed by the City Attorney's Office.

Attachments

Master Agreement Garland and Dallas County
Context Map
MCIP 12019 PSA Garland and Dallas County

RESOLUTION NO. 10483

A RESOLUTION OF THE CITY OF GARLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT FOR MAJOR CAPITAL IMPROVEMENT PROGRAM PROJECTS WITH DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

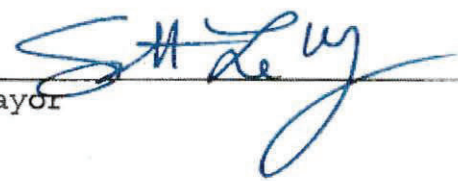
That the City Manager is hereby authorized to execute a Master Agreement for Major Capital Improvement Program Projects with Dallas County, Texas, in the form and substance of that attached hereto as Exhibit "A".

Section 2

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

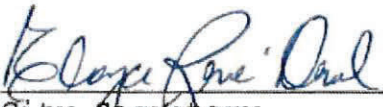
PASSED AND APPROVED this the 6th day of April, 2021.

CITY OF GARLAND, TEXAS



Mayor

ATTEST:



City Secretary

**MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

THIS MASTER AGREEMENT is made by and between the City of Garland, Texas, hereinafter ("City"), and Dallas County, hereinafter ("County"), acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter ("Master Agreement" or "MA") for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan, hereinafter ("Mobility Plan").

WITNESSETH

WHEREAS, pursuant to Court Order 2021-0494, dated May 18, 2021, County Commissioners Court approved participation in Transportation Major Capital Improvement Program ("MCIP") within the cities and towns inside Dallas County; and

WHEREAS, the approved MCIP project lists and MCIP funding commitment amounts may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City and County for the mutual consideration stated herein:

ARTICLE I. DEFINITIONS

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY** shall mean the City of Garland, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS ("CSS")** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of the Dallas County Public Works Department to

use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate a very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment, and construction. Direct Cost does not include the City or the County's general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Master Agreement to become effective.
- H. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Attachment A, Project Management Practices Manual ("Practices Manual" or "Attachment A"), which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. This Master Agreement references the most current edition of the Practices Manual. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the City on an as-needed basis during the term of this Master Agreement. The five phases of the project delivery system are planning, design, right- of-way, utility clearance, and construction.
- I. **FUNDING AGREEMENT ("FA")** shall mean the agreement between the County and a City to establish a preliminary proposed budget for a project, including the required funding match from the City in an amount equal to or greater than County MCIP funding commitment. As design is completed and the engineering estimate is refined, the Funding Agreement ("FA") shall be incorporated into the Project Specific Agreement ("PSA"). A FA and/or PSA is necessary before beginning engineering design.
- J. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.
- K. **IN-HOUSE PROJECT DELIVERY COSTS ("IHPD")** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment, and other expenditures necessary for the management and continuation of the MCIP.
- L. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City and County in accordance with the Texas Government Code, Chapter 791.
- M. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

- N. **MASTER AGREEMENT ("MA")** shall mean this document including all incorporated documents, attachments, and exhibits.
- O. **MEMORANDUM OF AGREEMENT ("MOA")** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- P. **MEMORANDUM OF UNDERSTANDING ("MOU")** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the Moving Ahead for Progress in the 21st Century Act ("MAP-21"), any supplements and/or amendments thereto, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right-of-way, which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting City (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE ("PCC")** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency. Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual right-of-way ("ROW") challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE ("PDC")** shall mean meetings of representatives of independent engineers and stakeholders of the contracting parties of the project for the purpose of discussing feasible design alternatives, forging consensus for the selected alternative, and includes entering into a MOA, MOU, FA, and/or a PSA for the overall estimate, alignment, and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that it may help assure the project is able to

overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Participant coordination and timely project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT PARTICIPANTS/TEAM** shall mean independent representatives from the County, City, and other stakeholders of the contracting parties as may be mutually agreed upon by the County, City, and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City and approval by the Dallas County Commissioners Court. The Project shall be considered complete when construction has been fully completed and the maintenance period has expired or the Project has been terminated in accordance with Article IV of this Master Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT ("PSA")** shall mean a written agreement subsequent to this Master Agreement, which is entered into to establish the contractual rights and responsibilities of the City and County as it relates to a particular Project. A PSA supersedes a MOA, MOU or FA.
- AA. **RIGHT – OF - WAY ("ROW")** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by the County or the City, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** will be attached to PSA's involving construction. Scoping sheets may be attached to PSA's involving a study or design. These sheets will set forth the design criteria to be used for the Project, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined, the Scoping Sheets shall be updated and revised by the Project Manager to reflect current construction goals.
- CC. **SMALL WATERSHED DAM** shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be agreed upon by the contracting parties and listed in a Project's Scoping Sheets.

- EE. **TxDOT** shall mean the Texas Department of Transportation.
- FF. **UTILITIES** shall mean each City utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or federal law or agreement between the entity and the City, County, or State of Texas.
- GG. **UTILITY, CITY**, also known as **CITY UTILITY** shall mean those utilities that are owned or operated by the City, which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.
- HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the limits of any governmental entity.
- II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City Utilities, whose facilities are located within a private easement.
- JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's Facility adjusted or relocated as a part of the Project as compared to the existing Facility, or any upgrading of the Utility's Facility above the standard practices, devices or materials, specified by the Utility and customarily used by the City or Utility on Projects solely financed by the City or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by the City or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").

ARTICLE II. PERIOD OF THE AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This Master Agreement shall expire ten (10) years from the Effective Date unless terminated in accordance with Article IV of this Maser Agreement.

ARTICLE III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the City and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City Council Resolution.

ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the term of the agreement.

2. By either party, by providing written notice of termination pursuant to Article XIX, Paragraph I. of this Master Agreement establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Master Agreement and/or any original, supplemental and/or any amended MOA, MOU, FA, and/or PSA or the failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
 3. By either party for any reason with ninety (90) days written notice to the other party pursuant to Article XIX, Paragraph I. of this Master Agreement.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.
 - c. In the event that any original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
 - d. If the Project is terminated by the City prior to the award of any construction contract and the Project is located within the City limits, City shall pay to the County the full amount expended by the County on the Project and the County shall transfer to the City its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
 - e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.
 - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice pursuant to Article XIX, Paragraph I. of this Master Agreement, take over the Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to ensure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. In the event that no FA is approved within five (5) years of Commissioners Court approval of County MCIP funding commitment, then the County in its sole discretion, can reallocate the County MCIP funding commitment.
- h. In the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- i. In the event that the City enters into a PSA with the County, if the Project has not been completed within ten (10) years from the date of Commissioners Court approval of the original PSA, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- j. Provisions b through j of this Article IV, Section A shall survive the termination of this Master Agreement and any MOA, MOU, FA, and/or PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

B. FORCE MAJEURE:

Neither County nor City shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, disruptions in service from public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACT AND OMISSIONS

County and City agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned

comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including sovereign or governmental immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. LEAD AGENCY

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City and County may choose for the County to manage the Project through design and construction and for the City to acquire ROW.
- B. In the event that the City is the Lead Agency the City shall:
 - a. Provide project management and leadership from Project selection to construction completion following the 5 Phase Project Delivery System as detailed in Attachment A to this Master Agreement, which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the City on an as-needed basis during the term of this Master Agreement;
 - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;
 - c. Acquire ROW necessary for the Project;
 - d. Enter into or obtain whatever agreements or permits necessary for Project completion;
 - e. Provide County with the opportunity for significant input in plan development and periodic progress reviews; and
 - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City-led projects in which the City is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City and County have arrived at a mutual agreement through involvement of the County during the initial design phases, including the Design Kick-off Meeting and as necessary, the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

ARTICLE VII. CITY AGREES AS FOLLOWS:

- A. To execute, within five (5) years of Commissioners Court approval of funding commitment, the necessary agreements with the County for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by reference with a PSA. If the City and County have not executed a FA within five (5) years of Commissioners Court approval of the funding commitment, the County in its sole discretion can reallocate the funding commitment.

- B. City agrees not to allow more than five (5) years to transpire after a completed phase without any activity on subsequent approved phases, if the Project is being completed in phases. If more than five (5) years transpire after a completed phase without any activity on subsequent approved phases, the County in its sole discretion, can reallocate the remaining County MCIP funding.
- C. City agrees to complete the Project within ten (10) years from the date of Commissioners Court approval of the PSA. If more than ten (10) years transpire, the County in its sole discretion can reallocate the remaining County MCIP funding.
- D. To provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet MCIP Project funding for each milestone as specified in this MA, the FA, and/or the PSA.
- E. The County in its sole discretion can require the City to provide a plan to address outstanding issues before entering into necessary agreements for the Project to proceed.
- F. City agrees to share the funding of each Project with County on an equal share basis of 50%/50% or an otherwise agreed cost sharing arrangement as specified in a FA and/or PSA with the following exclusions:
 - a. City shall bear the entire cost of:
 - 1. City owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
 - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
 - 3. Utility Betterments;
 - 4. Direct costs of City which is fulfilling the role of Lead Agency, shall be totally funded by City unless supported by a detailed hourly accounting system equal to County's accounting system; and
 - 5. City Indirect Costs.
- G. After the City and County enter into a MOA, MOU, FA and/or PSA, regarding the Project's concepts, design elements and limits by the County and City at the PDC, the City agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City agrees to fund ROW not acquired, but reasonably expected to be acquired. City also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.
- H. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City is unable to obtain such ROW as described above, City shall notify County of such conflict. County and City shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

- I. City hereby grants the County authority to enter into eminent domain proceedings within the City limits on each specific ROW alignment and/or project as approved by the City and County.
- J. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation project. City Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.
- K. City agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize costs and minimize delays of the Project. Additional Project costs caused or contributed to by the City ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by the City.
- L. City shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City will notify the County and other stakeholders when utility conflicts would impact progress of the Project's completion. County and City agree to work with all stakeholders to solve the problem; which includes engaging elected officials in the problem's resolution to prevent delays in the commencement or prosecution of construction on the Project.
- M. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City water and sewer utilities shall be pro rated at the overall percentage agreed to by City and County for cost sharing. City shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City Utility. Any Project delay or other damages caused by City or the Utility's failure to timely relocate or adjust the facility shall be at the entire cost of City.
- N. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City to encroach on necessary ROW during the duration of the project, City shall bear the entire cost of removal or relocation of said encroachment.
- O. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- P. To actively participate and provide authorized representation with decision-making power at the PCC and/or the PDC, preconstruction meeting, and project meetings, which are necessary to Project development and completion.

- Q. City agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City further agree that if no review notes are submitted by the City in writing to the County in a timely basis, plans are approved as submitted.
- R. When City is Lead Agency, City agrees to allow forty-five (45) days for County review of submittals and that any of the County's comments shall be incorporated into the final document.
- S. City agrees that it will pay all additional Project cost for any City requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or in addition to the design or construction of the Project subsequent to the City's opportunity to review the sixty five percent (65%) design plans.
- T. Provide at City's/Town's cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- U. During the construction of the Project and after completion of the Project, City will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- V. After the completion of a Project and the maintenance period, the City will be responsible for all future maintenance without cost or contribution from the County.
- W. City shall bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by the City in excess of the Standard Basic Project Design.
- X. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City and County agree in writing that the City will manage and administer one or more projects, the City and the County will enter into a FA and/or PSA as to that project(s). In such instance, the City agrees to assume all Lead Agency responsibilities except as may be determined by mutual agreement and set forth in the FA and/or PSA.

ARTICLE VIII. UTILITY IMPACTS.

- A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated Project, the County (or City if acting as the Lead Agency) will, after submission by the utility company of ROW documentation and cost estimates acceptable to the City, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.
- B. In cases where a Utility in Public ROW, excluding City Utilities, occupies any portion of the Project ROW by Texas or federal law or by agreement with the City that allows or permits the City to cause the relocation of the utility for the construction of the Project, the City shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City shall take all steps necessary to ensure that such relocation or adjustment shall not conflict with or delay the Project schedule.

ARTICLE IX. COUNTY AGREES AS FOLLOWS:

- A. To provide, as a Project Cost, preliminary engineering which will define project details, e.g., location, scope of work and specific right-of-way alignment for each improvement. Such preliminary engineering shall be submitted to the City for approval, prior to proceeding with the final design and any right-of-way acquisition.
- B. To provide, as a Project Cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City standards and/or design criteria shall require prior approval of the City. Where City standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed to by the parties in the FA and/or PSA.
- C. To actively participate and provide authorized representation at the PCC and/or the PDC, preconstruction meetings, and Project meetings, which are necessary to project development through project completion.
- D. To provide project management of each Project where the County is Lead Agency from commencement to completion of construction. City and County may agree to redefine project management roles as beneficial to the Project as defined in the MOA, MOU, FA, and/or PSA, and/or supplemental and/or amended agreements.
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to the City or the City /Town's designee at no cost to the City.
- F. County agrees to provide review of interim submittals within forty-five (45) days of receipt, and hereby agrees that if no review notes are submitted by the County (if City is filling the role as Project Manager) in writing to the City within that time period, plans are to be approved as submitted.
- G. To submit final engineering plans for review and written approval by the City forty-five (45) days prior to submitting documents to the County Purchasing Department for advertising the project for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by the City on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of the City within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by the County and used for the Project to the City.
- L. In the event the County and the City agree in writing that the City will be the Lead Agency for the agreed upon Project, the County will reimburse the City for agreed costs as detailed in Article XII. (Funding) in this MA in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the FA and/or PSA.

All County payments shall be in accordance with Texas law and such County policies and procedures as may be mutually agreed to by the parties and incorporated by reference in a FA and/or a PSA.

ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC). PRELIMINARY CONCEPT CHARRETTE (PCC)

- A. City and County, as specified in Articles VII, IX, and X of this MA, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreed to date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from the PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. The Lead agency will already have been determined, as well as the project administration and management roles, which include the Project Manager. Key project participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project, and provide all stakeholders a commitment for project delivery schedules and project budgets.

ARTICLE XI. FISCAL FUNDING

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

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

ARTICLE XII. FUNDING

- A. City and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the County shall bear fifty percent (50%) of the total Direct Project and Program costs excluding the

Amenities, relocation or adjustment of City Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, FA, and/or PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the City shall bear fifty percent (50%) of all Direct Project and Program costs. In addition, the City agrees to fund all other City cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system, and other items as specified in this Master Agreement, FA, and/or PSA.

- B. Unless otherwise stated in a FA and/or PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to ensure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein in this Master Agreement or in any FA and/or PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.
- C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If the City elects to manage the Project, the County will reimburse the City based on invoices for actual costs expended as supported by documentation approved by the County Auditor. Any and all supporting documentation required by the County Auditor shall be included with the invoice from the City.
- E. After approval by the County's Commissioners Court and the City's City Council, and after the execution of an FA and/or PSA, the City shall escrow an amount adequate for estimated Project costs, which the County may use to pay for professional services, which include, but are not limited to scoping, preliminary design, and primary design.
- F. City and County shall enter into a FA to establish funding commitments for both parties as required for each project within at least five (5) years of project selection unless the County and City decide to enter directly into a PSA. If the City agrees the Project is to be completed in phases, no more than five (5) years may transpire after a completed phase without any activity on subsequent approved phases.

G. If the City and County agree to enter into a PSA without first entering into a FA, the City shall enter into a PSA with the County and complete the Project within ten (10) years or less.

H. Suggested timeframes for FA's, PSA's, and/or any supplements and/or amendments thereto are:

- a. As soon as the project is accepted by Commissioners Court and as a result of the Kick-off meeting, a FA to establish the Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by the Participating Agency; or
- b. For a PSA, when the preliminary engineering plans are at sixty percent (60%) complete, providing specific details on project scope to enter into a PSA; or
- c. After construction bids are opened, amend the PSA as needed.

ARTICLE XIII. NO THIRD PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Master Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the County. Nothing contained in this Master Agreement shall give or allow any claim or right of action whatsoever to any other person or entity. The terms and provisions of this Master Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and the County that any entity or person other than the City or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Master Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

ARTICLE XIV. RIGHT OF ENTRY

The City agrees that the County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. The City agrees to furnish such police or other City personnel as requested by the County for traffic control or other public safety matters at no cost to the Project or the County.

ARTICLE XV. LIST OF PROJECTS

City agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Court, subject to the agreement between the parties in a MOA, MOU, FA and/or PSA. City stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential project location and describes the type of project in sufficient detail that the City is fully aware of the location and type of projects being considered.

ARTICLE XVI. REALLOCATION OF COUNTY MCIP FUNDING

The County in its sole discretion may reallocate County MCIP funding away from the City's Project if the City has not entered into a FA confirming the City funding match within five (5) years from Commissioners Court approval of the funding commitment. The County in its sole discretion has the ability to reallocate the remaining County MCIP funding in the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases. The County, in its sole discretion, also has the ability to reallocate the remaining County MCIP funding away from the City's Project if the City has not completed the Regional Transportation milestone within ten (10) years.

ARTICLE XVII. ORPHAN ROAD POLICY

- A. The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- B. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for funding in the County's Major Capital Improvement Program ("MCIP"). Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).
- C. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's election not to pursue annexation.
- D. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to regional thoroughfare plan designation and City cost participation).
- E. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- F. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- G. The County Director of Public Works shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works by the cities as required by Texas Local Government Code, Section 242.001(c).
- H. The provisions of this Article XVII of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 6-27-2006, 8-10-2020).

ARTICLE XVIII. SMALL WATERSHED DAMS

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one City abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in MCIP projects in a City that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XVIII shall survive the termination of this Master Agreement.

ARTICLE XIX. MISCELLANEOUS GENERAL PROVISIONS

A. **Applicable Law/Venue.** This Master Agreement and all matters pertinent thereto shall be governed by and enforced in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City's sovereign and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

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

D. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

E. Federal or State of Texas Funding. In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, the City agrees to timely comply therewith without additional cost or expense to the County.

F. Headings. The headings and titles, which are used following the roman numeral of each paragraph are only for convenience in locating various provisions of this Master Agreement and shall not be deemed to affect the interpretation or construction of such provisions.

G. Number and Gender. Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

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

I. Notice. Any notice provided for in this Master Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, via certified mail, return receipt requested, or via registered mail, and addressed as follows:

County: County of Dallas
Director of Public Works
Dallas County
Administration Building
411 Elm Street, Fourth Floor
Dallas, Texas 75202-3389

To City: City of Garland
Director of Engineering
800 Main Street
Garland, Texas 75040

Either party may change its address for notice by giving the other party written notice thereof.

J. Assignment. This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.

K. Binding Agreement, Parties Bound. When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.

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

M. Effective Date. This Master Agreement shall commence on the Effective Date. The Effective Date of this Master Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

N. Contingent. This Master Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

O. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.

The City of Garland, State of Texas, has executed this Master Agreement pursuant to duly authorized City Council Resolution 10483, Minutes City Council dated the 6th day of April, 2021.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2021.

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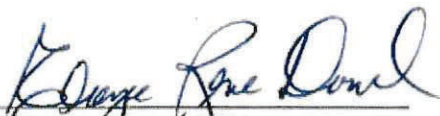
(signatures appear on the following page)

CITY OF GARLAND

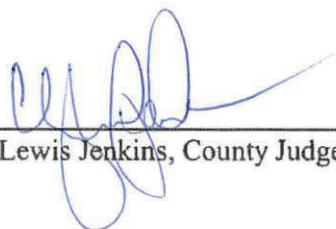
BY 
Bryan L. Bradford

TITLE City Manager

DATE 4-09-2021

ATTEST 
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY 
Clay Lewis Jenkins, County Judge

DATE May 18, 2021

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

BY /s/ Jana Prigmore Ferguson
Jana Prigmore Ferguson
Assistant District Attorney

Digitally signed by /s/ Jana Prigmore Ferguson
DN: cn=/s/ Jana Prigmore Ferguson, o=District
Attorney's Office, Dallas County, Texas,
ou=Assistant District Attorney,
email=jana.ferguson@dallascounty.org, c=US
Date: 2021.04.21 15:47:19 -0500

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

ATTACHMENT A

PROJECT MANAGEMENT PRACTICES MANUAL

5 PHASE PROJECT DELIVERY SYSTEM

2021

PREAMBLE

City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.

Nothing in this manual creates a joint enterprise/venture between the County and the City. This manual is being included so that it could help encourage these protocols to be followed because it will assist in the efficiencies and thereby possibly help reduce monetary obligations and duration of the projects. These guidelines are strongly recommended to be followed in order to avoid potential cost-related and/or time delay issues.

INTRODUCTION

The purpose of this Dallas County Public Works Project Management Practices Manual ("Practices Manual") is primarily to provide a standard practice guide on project management practices within the Dallas County Public Works ("DCPW") department. It is meant to ensure that a standard approach is used by all Project Managers ("PMs") and other project members in the delivery of County Major Capital Improvement Program ("MCIP") funded transportation projects. The guidelines are meant to meet the requirements and intent of the American Public Works Association's ("APWA") publication entitled "The Public Works Management Practices Manual" ("the APWA Manual"). The APWA Manual contains recommended practice statements that describe the critical elements necessary for a full-service public works agency to accomplish its mission. The practice statements in the APWA Manual "call for the development and implementation of a policy or procedure in the form of a rule, regulation, written directive, or for the execution of an activity, report, procedure or other action."

The resulting Practices Manual is intended to list a number of applicable recommended practice statements. Our basic methodology is a strong matrix approach, so that our PMs are assigned from the time a planning initiative becomes an approved project, to completion of the total project. We use the terminology found in the Project Management Institute's "A Guide to the Project Management Body of Knowledge" ("PMBOK"). This includes the definition of a "Matrix Organization." The definition is "any organization structure in which the project manager shares responsibility with the functional managers for assigning priorities and for directing the work of individuals assigned to the project."

When we speak of a project participants/team, we are referring to a group led by an appointed DCPW Project Manager ("PM") who has team members from throughout the four functional divisions of DCPW. These four divisions in DCPW are Transportation & Planning, Property Management & Utility Coordination, Engineering & Construction, and Program & Engineering Management. The PMs manage projects from cradle to completion without switching between functional divisions.

The intent of this Practices Manual is to provide an overview guide to project delivery practices, not an exhaustive "how to" manual. Greater detail on these and other Public Works practices can be found in the APWA Manual for more detailed instructions on the specific elements of project delivery. Our experience is that really thick manuals are not used as much as shorter guidelines that provide the boundaries of good practice and a standard approach on the essentials, with empowerment to individual PMs on the details of how they work to deliver their individual projects.

This Practices Manual can also serve as a guideline for the City to follow when the City is leading an MCIP project. Dallas County can provide input on the consultant selection process used by the City and the bidding process.

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP ONE, PROJECT DEFINITION

1. Dallas County Public Works, in conjunction with other Dallas County departments and with approval from Dallas County Commissioners Court ("Commissioners Court"), initiates a "Call for Projects". The Dallas County Public Works Transportation & Planning Division will adjust the project selection criteria based on the Dallas County Mobility Plan developed from input provided from the cities and/or towns, criteria that the North Central Texas Council of Governments ("NCTCOG") is using, and guidance from the County Commissioners. The final criteria and Call for Projects process will be briefed and approved by the Commissioners Court and a 5-signature letter will be used to invite the cities to participate in the MCIP Call for Projects.
2. The MCIP Call for Projects is a process that involves Dallas County, requesting a nomination of projects from all cities/towns in Dallas County, which can also involve stakeholders such as NCTCOG, Texas Department of Transportation ("TxDOT"), Dallas Area Rapid Transit ("DART") and/or others. The nomination period is open for four to six months to allow cities/towns to submit projects to the County for review. Soon after sending out notification about the MCIP Call for Projects, Dallas County Public Works will host a workshop on the

MCIP and the application process. Various aspects of this Call for Projects Workshop and process will be adjusted based on prior input from the cities/towns in Dallas County. The amount of time and submittal deadline for the cities and/or towns to nominate projects will be adjusted based on feedback from the cities/towns. This is to ensure that the cities/towns have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, etc.

3. DCPW's Transportation & Planning Division helps ensure that all of the information has been submitted correctly by cities/towns. If necessary, assistance may be provided to some of the smaller City staffs with preparation of their project submissions. A matrix team that consists of DCPW employees begins with field evaluations of the projects for conducting a feasibility review that precedes developing recommendations for selection of projects by Commissioners Court to be included in the County's MCIP. The DCPW team, with staff participation from each of the four DCPW divisions involved, provides assistance with risk assessments from various perspectives, which include cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. The DCPW Property Division team members examine Right-of-Way ("ROW"), utilities involvement, railroad involvement, relocations, etc.
4. Every project selected for MCIP funding commitments is then placed into a Program Year (PY) (year slated for construction start) in a spreadsheet called the "MCIP Transportation Funding Commitments" that is presented in Briefing format in a public forum to the Commissioners Court for their formal approval.
5. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding, Project Management (groups of independent stakeholders and cities/towns) methods of project delivery, and principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting interlocal agreements approved should never be on the critical path of project delivery. Therefore, much effort was expended between the Civil Division of the Dallas County District Attorney's staff and DCPW staff to formulate a Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"). This MCIP Master Agreement has been signed by all the cities/towns with approved projects and serves as the legal basis for future agreements between the various cities/towns and Dallas County, including but not limited to a Memorandum of Agreement ("MOA") and Memorandum of Understanding ("MOU"). Later, during project design, enough information will be known to forge a Funding Agreement ("FA") or a Project Specific Agreement ("PSA") that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the FA and/or the PSA, thus simplifying the process and time involved.
6. A project management planning meeting is held next with each City or Town, which has projects selected. This meeting is to initially review the selected projects and determine the basic parameters for each of the projects, such as cash flow requirements, for each participant of the project, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future

such as industrial area converted to mixed use, etc), then the lead agency may conduct a Planning Charrette.

The purpose of the Planning Charrette meeting, with all significant participants and stakeholders, is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is an agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Relationships will also be established at the Planning Charrette meeting involving the City, stakeholders, utilities and other participants of the project, which may be sustained throughout the life of the project.

7. DCPW commits to using Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each City is invited to use the same principles to deliver the selected projects. This type of approach is also an integral part of Context Sensitive Solutions ("CSS"), which is a design methodology that involves early and continuous involvement of all participants and stakeholders of a project. The Planning Charrette meeting is a form of CSS. The Dallas County Mobility Plan should also be considered as part of applying CSS for project delivery.
8. For every project that the city and/or town and county stakeholders agree to assign Dallas County as the Lead Agent, a PM will be assigned by DCPW. In addition, the DCPW Assistant Director ("AD"), in consultation with the PM and other AD's or designated DCPW business unit leaders, will identify their own matrix team members for the project. Any available Project Management tools will be used to optimal effect during the life of the project.
9. An initial Project Funding & Execution Status ("PFES") and Program Management & Planning Status ("PMAPS") form will be developed by the PM for each project in coordination with the ADs (or designees) from the DCPW divisions including Program & Engineering Management Division ("PEMD"), the Engineering & Construction division and Transportation & Planning Division. Each AD or designated DCPW business unit leader will review PFES and PMAPS in order to provide an adequate workforce for each project, and ensure that their own employees' assignments are balanced.
10. A decision on the use of Subsurface Utility Engineering ("SUE") will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. Dallas County Public Works ("DCPW") will have in place an Indefinite Delivery, Indefinite Quantity ("IDIQ") contract for quick implementation of SUE consultant efforts. Initiatives for joint efforts of utilities are anticipated between independent participants and stakeholders wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help ensure that all utility impacts are considered in every phase of project delivery.

STEP TWO, PRELIMINARY DESIGN

1. A systematic decision process as part of the DCPW Business Operating Plans ("PWBOP") updating is done to determine which design efforts will be completed with in-house designers and which will be done by consultants. For consultant selection, a rigorous and systematic process will be used to select the best qualified consultants for each project. An initial contract will be signed with a best qualified consultant to perform the entire preliminary design, or participate as a Preliminary Design liaison, trainer, or expert to advise an in-house design force for the project. As much as possible, an Indefinite Delivery, Indefinite Quantity ("IDIQ") methodology will be used to help ensure that inordinate amounts of time are not used in the best qualified selection process required by state law. Cities and/or towns who participate in the process are welcome to provide input to the County in the consultant selection process.
2. The DCPW's team of in-house design staff, a City, or a selected consultant firm will begin the initial design efforts under the leadership of the PM. One initial objective is to resolve alignment issues early in the design process with the participation of all stakeholders. In some circumstances, a feasibility study may be required to compare and contrast different alternatives before real design can begin. Estimated ROW takes, utility impacts, and environmental effects for each alternative may need to be reported before stakeholders decide on a preferred alternative for preliminary design.
3. CSS methodology will continue to be used, stressing total stakeholder involvement, throughout the project delivery process. Task Force meetings will be scheduled. Dallas County Public Works employees' matrix team meetings will also be scheduled.
4. When a consultant is used as the design agent, a contract will be negotiated for the preliminary design only, unless the project is relatively simple and the final solutions are not in question. The goal is to avoid protracted negotiations on the total scope and fee at the very beginning of the project, when many of the factors influencing final design consideration are not yet known. The decision to issue a new work order for completion of the Primary Design will be made after an interim evaluation on the Preliminary Design is completed using the County's consultant evaluation system.
5. A Preliminary Design Charrette ("PDC") will be planned by the PM who will lead the execution with all stakeholders (cities/towns, utilities, county, any private parties or other decision-makers/stakeholders). The scope of invitees to the PDC will be dependent upon the project's complexity and number of unknowns. The goal of the PDC is to build support behind the project and the alignment alternative that is selected. Many projects have been derailed by a lack of support by the project's independent representatives from the county, City, and other stakeholders. A great effort will be made to ensure attendance of all of the independent key players.
6. This consensus building effort is an integral part of any CSS approach to design. The DCPW Director and/or AD's will be personally involved and the PM will make special efforts to notify political leaders of meetings, so that the political leaders can have the meetings on

their calendars and may plan to attend. In addition, individual contacts will have to be made to ensure that utility company representatives attend meetings, since key alignment decisions will be made that can affect, or be affected by, probable utility locations. If applicable, the PDC will include an orientation walk-thru of the project site, which includes right-of-way assessment. The PM will highlight specific City zoning and other ROW requirements, or ask the city to highlight these.

7. As part of the CSS approach, a public involvement strategy will be forged under the leadership of the PM, and the advisement of the DCPW Transportation & Planning Division ("T&P"). Staff of DCPW's T&P will advise PMs on various public involvement techniques and methods to use to best involve the public and other stakeholders. DCPW will use innovative methods, such as workshop/small group formats. City methods and approaches will be respected and adhered to in this area.
8. Phase 1 ends with approval of the Preliminary Design Report, Preliminary Alignment/Profile and Preliminary Sizing of bridges and drainage structures along with SUE determination, Preliminary Survey Report, and Preliminary Utility Investigation Report.
9. The design firm or DCPW in-house design team will have begun necessary permitting and environmental assessments. Basically, the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on TxDOT projects.
10. Project plans are estimated to be 60-65% complete at the end of Preliminary Design. A risk assessment may occur before proceeding into Primary Design to identify key aspects that may need to be resolved before or during the Primary Design.

PHASE 2 -- PRIMARY DESIGN

1. The initial task is the assignment of either a DCPW In-house design team or the negotiation of a new work order with the consultant, specifically for completing the Primary Design. A new work order for completion of the Primary Design can be negotiated after Preliminary Design is nearing completion when the unknowns should be relatively few.
2. Scope of Work is now well defined by all Phase 1 effort and includes geotechnical investigations, utility analysis (including an appropriate level of SUE), constructability review, environmental analysis, traffic analysis, ROW parcels (based on Preliminary Design), and integration of context sensitive solution elements. Other aspects in Phase 1 that may be included but not limited to are: neighborhood public workshops, key stakeholder meetings and initial coordination with utilities, as necessary. With the scope defined a PSA can be executed with attached scoping sheets defining the critical parameters for the project.
3. Part of negotiations, both with DCPW In-house design teams and consultants, includes definitive delivery dates for various deliverables, phases, and reviews. In paying submitted invoices for progress during the design period, earned value analysis concepts will be used to

track cost and schedule progress. DCPW generally does not make “cost plus” assumptions about a consultant’s work efforts. Greater clarity on scope definition can be achieved with the typical multi-phase design approach of issuing separate work orders for Preliminary Design and Primary Design avoiding or minimizing the instances of misunderstanding on the true project scope.

4. The consultant or DCPW in-house design team works with all stakeholders, including utilities, under the guidance and direction of the County PM. The lead designer is the Technical Manager at this point in the process, and is always under the leadership of the PM. When an IDIQ consultant is hired to perform a survey, miscellaneous design, SUE, or materials testing, the PM is closely monitoring the progress. Also, the design firm for water and/or wastewater services will be integrated, and whenever possible, we will attempt to ensure that the design consultant for the transportation or infrastructure project is also selected by the City to design the municipal utility improvements. We anticipate and expect our consultants to become familiar with our 5 Phase Project Delivery System’s processes and deliverables.
5. Traffic and utilities data will be considered in design, with data from the City, County, NCTCOG, and/or consultant. An agreed upon level of SUE will be key to input into the design details, and including utility companies involvement throughout all phases of the project.
6. Environmental assessment will be completed during this phase. Significant issues should be addressed without wasting time on clearly unimportant areas. An environmental impact analysis will be completed if the assessment shows that this analysis is required. The goal is to execute environmentally sustainable solutions that improve the overall quality of life of the transportation users and citizens of Dallas County and the City.
7. Right-of-Way (ROW) documents will be finalized, with quality control by the consultant or DCPW’s in-house design team. The quality assurance (“QA”) function will be completed by both the PM and DCPW’s Property Management & Utility Coordination Division (“PMUC”) in a smooth manner, using pre-coordinated checklists. At the appropriate time, the documents will be delivered to PMUC, but the PM still retains overall responsibility for timely project delivery. Early involvement on ROW issues, including utility relocation aspects such as getting possible Rights of Entry (“ROE”) can be critical for obtaining vital information to ensure successful utility relocations. Early provision of final and accurate ROW documents will be a critical milestone of the design contract.
8. The Design Consultant or the DCPW In-house design team completes the work on a provided schedule. Consultants and/or DCPW’s In-house design team are expected to ensure that they accomplish “muddy boots” design with true “eyes-on” on the total project site. These actions will avoid lengthy rounds of passing designs back and forth, in favor of “over-the-shoulder” reviews, as required to meet design completion timelines. These will include City, utilities and other interested stakeholders under the orchestration of the PM.
9. The PM completes the interim evaluation of the consultant. Special note will be taken of the consultant’s system for assuring quality control (“QC”) of all design efforts, including ROW documents.
10. After construction is complete, the PM performs a final consultant evaluation, using the standard evaluation system. The Consultant is given an opportunity to evaluate DCPW’s project management process.

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

1. This phase begins with the delivery of the initial, unsealed ROW documents to the County by the consultant. Consultants will first bring a few ROW documents for initial review by the PM and DCPW Property Division team members, to ensure that they fully understand the details and level of Quality Control that the County expects in their submittals. Standards and scheduling will be clearly spelled out in writing within the Consultant's contract. Deliverables will include ROW maps and deed records.
2. Consultant is required by contract to submit property owner deeds along with right-of-way maps, which have received an internal quality control process. The PM ensures utility representatives are informed of the project and all known utilities are shown on the plans. Diligent efforts must be made to ensure that all private or public utility easements are identified on the maps and plans as required in Consultant Contract. All the SUE efforts should be included in the design documents.
3. Consultants or In-house Design Team are to avoid taking ROW that is not necessary to the construction of the project. The PM works with the project participants to minimize the ROW takings and ensures the appropriate leadership is used so that project delivery dates are met.
4. The PM ensures that the county or the City's ROW Functional Manager works towards the efficient execution of ROW planning, appraisal and acquisition services. The DCPW's Property Division will manage the ROW Acquisition Services IDIQ contract, if this delivery tool is used. Before writing a Work Order for the ROW Acquisition Services IDIQ, the DCPW Property Division Manager may meet with the DCPW Engineering & Construction Manager or DCPW Transportation & Planning Manager, DCPW Program Engineering Manager and the PM, to ensure that an adequate project budget is available for the added cost of procuring ROW services.
5. The county or City PM monitors and tracks progress on ROW acquisition. The County or the City's PM resolves issues as they develop, keeping all stakeholders, including utilities, informed.
6. DCPW may have further final discussions with City, utilities and stakeholders, early enough to preclude re-work by the prime consultant. The goal is to achieve this prior to completing the final design documents.
7. Consultant will make minor design changes as directed by the PM resulting from property owner requests or other changes that arise naturally in ROW negotiations.
8. As required, the PM will be prepared to present expert testimony at any Eminent Domain hearings and any related litigation.
9. ROW is complete when all parcels necessary for construction have been acquired.

PHASE 4 – ROW Completion & Utility Adjustment

1. ROW acquisition is carried to completion under the active project management and leadership of the PM, with proactive activity of the ROW acquisition group. If the City or other governmental entity such as TxDOT, is the ROW acquisition agency, the PM will still track the progress and proactively keep progress on schedule.
2. The PM will inform project participants about results of the SUE to ensure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. The relevant APWA practices will be used as the guide.
3. The County or City PM tracks and resolves issues and work schedules, to proactively lead efforts to minimize or avoid the obstacles of property acquisition and utilities relocation to ensure project schedule. The use of utilities Rights of Entry ("ROE") may be explored as a way that could take the utility adjustment time off the project critical path if the utility companies are agreeable. If the utility company is not agreeable to the use of ROE, then the ROW will need to be obtained before the utility company relocates. Road and Bridge ("R&B") forces may be available to help clear trees from the new ROW.
4. The City works with the PM and other project participants to help expedite utility relocations. Many times, franchise utilities have relationships with cities/towns that can be used beneficially to secure better cooperation. Monthly Task Force meetings are initiated during this phase to ensure early and frequent communication of all stakeholders. All project participants are to proactively work with the utilities and facilitate their relocation. DCPW policy is to have Zero Relocation of Relocations ("0RR").
5. Prior to engaging the Dallas County Purchasing Department ("Purchasing") for advertising the project for construction bids an "Advertising Risk Assessment" ("ARA") is completed. Advertising is not issued until all utilities are within a reasonable and confirmable clearance date. A deliberate decision will be made on how many days from bid opening until contract award, and how many days until the Work Order is given. Work Order dates will not be projected to occur before high assurance that all known utilities will have been relocated. A second important function of the ARA is to ascertain all the funding commitments, to update the PFES to include all funds already expended, and to calculate an up-to-date construction estimate. All of the above actions will be coordinated and finalized at a meeting scheduled and run by the PM with the DCPW Director, AD and a City's representative in attendance. This meeting will be scheduled as one of the critical milestones for the project.
6. The PM will ensure designers (in-house or consultant) will be kept on-call for projects if required to complete requested engineering support services during construction, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to retain the best part of the effort and focus that the consultant or DCPW In-house design team has just expended in designing the project.
7. DCPW will coordinate with Purchasing and any other departments as necessary to facilitate Pre-Project Meetings to notify the nearby community and regional contractor community about the upcoming advertisement of the project for construction bids.

PHASE 5 -- CONSTRUCTION

STEP ONE, CONSTRUCTION

1. The PM works with PEMD to advertise a project in coordination with the Dallas County Purchasing Department for advertisement, pre-bid meetings, bid opening, and award. A one hundred percent (100%) design completion up-to-date construction estimate will be completed by the PM and will be used as the fair-cost government estimate for construction bidding purposes.
2. DCPW leads the drafting of the PSA and any necessary amendments/supplements to the PSA with each City giving approval of final funding on a timely basis. An updated PFES will be needed at this time.
3. The PM works with PEMD to help the Dallas County Purchasing Department facilitate the construction contract award. PM works with all cities/towns to ensure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on the status of utility relocations, any city requirements, etc.
4. The PM will plan, schedule, and execute the Pre-Construction Meeting involving key stakeholders of the project, including utility companies. The PM will schedule for attendance and participation, the DCPW Director and the AD for Engineering & Construction and/or the AD for Transportation& Planning. Careful pre-planning helps ensure the attendance of the right stakeholders and staff. The PM will normally facilitate their own meetings since they have the expertise and experience to accomplish these tasks without hiring specialized consultants.
5. Construction proceeds on schedule with Construction Management services provided by the County or the City. The PM helps ensure that principles of collaboration (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase by the independent project participants such as contractors, cities, utility companies, transportation agencies and other key stakeholders.
6. The PM ensures constant communication with customers and other project stakeholders. This may include a construction oriented neighborhood meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner. This is all part of total Context Sensitive Solutions project delivery.

STEP TWO, PROJECT CLOSE OUT

1. The PM ensures the final pay estimate is paid to Contractor on a timely basis with assistance from the DCPW Program & Engineering Management Division ("PEMD").
2. The PM completes final Evaluation on the Contractor, using interim evaluation results (if one was done), and performance during the entire contract period. Contractor evaluates DCPW (on a voluntary basis).
3. The PM ensures that as-built plans are provided to the ultimate owner of the project, typically the City, from marked-up construction plans.
4. The PM works with the PEMD to ensure total project costs are finalized, a final PFES is completed, and Program Management is able to disencumber any remaining funds to be put back into the MCIP fund.
5. The PM ensures the City is invoiced for their remaining portion of the Total Project Costs.
6. The PM formally turns the project over to the City by letter citing the date of return to City for maintenance.
7. The PM plans an After Action Review ("AAR") to capture lessons learned and celebrate project completion with all participants involved in project delivery from design to construction completion.
8. The PM conducts the applicable one (1) or two (2) year Maintenance Bond Inspection in conjunction with all applicable stakeholders.
9. The PM completes close out project report, including retaining the key project documents digitally and documenting key lessons learned.

Dallas County Public Works Department's Project Delivery Team's Essential Elements for Utility Relocations

1. Know the utilities' customers **and remember that we have the same customers.**
2. Make utilities move **only if absolutely necessary to achieve the project purpose.**
3. Move utilities only once if the move is, in fact, **essential.**
4. Get involved with actual field reconnaissance early. Include and engage Project representatives or constructability personnel very early.
5. Get the acquiring agency's Right-of-Way personnel involved early.
6. Schedule initial utility meetings early. Make collaboration among independent project participants the theme.
7. Involve and invite utility representatives to neighborhood or public meetings.
8. Distribute roadway plans early to get started with the utility planning.
9. Coordinate with all utilities to ensure that one has no negative impact on another. Coordination should ensure that enough right-of-way is acquired to accommodate all of the facilities.
10. When plans are changed, get them to utility companies promptly. Provide a list of changes for all cities/towns, utilities and stakeholders in a timely manner.
11. Communicate with utilities frequently to ensure knowledge of changing personnel and the appropriate contact person.
12. Review and comment on plans to identify conflicts between utilities and the project plans.
13. If applicable, verify with utility companies their ability to move their utilities before construction needs to begin.
14. Do not begin implementing a project schedule without total feedback from all companies.
15. Identify the precise sequence of utility relocations that need to occur. Many companies are predecessors of other companies' relocations. Communicate this sequence to all utilities and other stakeholders. Ensure that the sequence is streamlined as much as possible.
16. One way of ensuring the streamlining of the utility relocation sequence is web-based notification when each utility company is completed or is scheduled to be completed with relocating their utility lines/facilities. Scheduling is as vital as the actual sequence of relocations.
17. Consider that seasonal shutdown restrictions will have significant and adverse schedule impacts, sometimes up to one (1) year. Also consider that certain times of day are restricted from utility relocation. In addition, develop procedures for emergency situations and learn the appropriate "windows of opportunity" for changeovers, etc.

18. Share accurate information with all companies and try to help ensure that they share information with each other.
19. Communicate the need to follow City ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
20. Ensure that the companies have measures for handling complaints about their work and that they do not inconvenience customers more than is absolutely essential. **Remember, ORR!!**

GUIDELINES FOR ENSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND THE UNION PACIFIC RAILROAD (UPRR)

- **Start Early Coordination** – Set up a meeting with UPRR’s local representative to share project selection lists and to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder preliminary design charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts**, before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post wherever possible.
- **Use the UPRR website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. DCPW in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc.), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Check with UPRR before pursuing any changes to their standard agreement or attachments.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UPRR elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships.** Do not presume upon the UPRR (e.g., impossible requests that are not pursued in a timely manner, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that the United States Department Of Transportation (“USDOT”) has a policy to reduce at-grade RR crossings. This puts tremendous pressure on railroad companies to accomplish this goal. Are there some rarely used at-grade railroad crossings in the City that could possibly be closed? Explore ways to eliminate them and UPRR could be more interested to meet the needs of the project that is needing UPRR assistance.
- **When appropriate, have Dallas County’s attorneys communicate directly with UPRR attorneys.** If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they may have to be. The Project Manager should stay involved to ensure that going down “legal rabbit trails” is avoided whenever possible.
- **When you are in doubt and have searched all the readily available information, contact UPRR’s Real Estate Division in Omaha, NE.** Even though UPRR staff have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win situation. If you setup a “folder number,” with UPRR this will save them much time in looking up the project file information.



Naaman Forest Trail



**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Transportation Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on Naaman Forest Connection, MCIP Project 12019, from south of Spring Creek near Three Oaks Drive to the existing sidewalk on Naaman Forest Boulevard (“Project”).

WHEREAS, the Project is located within the City of Garland;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the City of Garland and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

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

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto, which is incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein as Attachment “A.”
3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment “B.”

4. Project vicinity map, which is attached and incorporated herein by reference as Attachment “C.”

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Garland, Texas. The Project limits are from south of Spring Creek near Three Oaks Drive to the existing sidewalk on Naaman Forest Boulevard. The Naaman Forest Connection Project is a 12-foot wide spine trail that will connect to the existing Winters Park/Spring Creek Greenbelt Trail and a currently funded shared-use path to be constructed with the roadway improvements for Naaman School Road. This trail will extend the current trail terminus at Three Oaks Drive on the south side of Spring Creek towards the Halff Park trailhead, extending towards Naaman Forest Boulevard. The trail will align along the existing roadway and cross Spring Creek again underneath the western bridge abutment of the proposed Naaman School Road Bridge, where it will terminate at the shared-use path on the north side of the proposed roadway. The Naaman Forest Connection trail will be approximately 1 mile long and will require a significant pedestrian bridge across Spring Creek and potential modifications to the signalized intersection at Brand Road and Naaman Forest Boulevard.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

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

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

expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.
Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from Spring Creek (West of Three Oaks Drive) to Naaman Forest Boulevard.
3. The design shall be the agreed upon Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure design and construction are completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Three Million One Hundred Seven Thousand Nine Hundred Sixty Eight Dollars and no cents (\$3,107,968.00) as shown in Attachment “B.”
2. The County’s total obligation to this Project is to provide funding in the amount not to exceed One Million Four Hundred Eighty Seven Thousand Nine Hundred Five Dollars and no cents (\$1,487,905.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Seventy Five Thousand Dollars and no cents (\$75,000.00). County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
3. The County in-house Project delivery (“IHPD”) costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least One Million Six Hundred Twenty Thousand Sixty Three Dollars and no cents (\$1,620,063.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees to encumber an amount adequate for total estimated Project costs as determined by the County within thirty (30) days of notification by the County.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project’s scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.

Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business

days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City: City of Garland
Director of Public Works
Address: 200 N. Fifth St.
Garland, TX 75040

Either party may change its address for notice by giving the other party notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

(the remainder of this page intentionally left blank)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

County of Dallas:

City of Garland:

Clay Lewis Jenkins, County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

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

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

AASHTO, TxDOT, City of Garland

IS THE PATH ON A ROAD FACILITY?	YES ☐	NO ☒
IS TRAIL ADJACENT TO BACK OF CURB?	YES ☒	NO ☐ NA ☐
AWAY FROM ROADWAY?	YES ☒	NO ☐ NA ☐
If yes, specify distance: <u>0 feet at vehicular bridge and 2.5 feet or greater elsewhere</u>		
SHARED USE PATH?	YES ☒	NO ☐
ROADWAY CROSSINGS INVOLVED?	YES ☐	NO ☒
MID BLOCK CROSSINGS INVOLVED?	YES ☐	NO ☒
DRIVEWAY CROSSINGS INVOLVED?	YES ☐	NO ☒
RAILROAD CROSSINGS INVOLVED?	YES ☐	NO ☒
IS A TRAFFIC STUDY REQUIRED?	YES ☐	NO ☒

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MCIP Project No: 12019

TRAIL ACCESS CONNECTIONS?

YES ☒

NO ☐

If yes, list the access points below:

Halff Park
Naaman School Road Sidepath
Three Oaks Drive

BRIDGES OR GRADE SEPARATIONS?

YES ☒

NO ☐

If yes, please specify facility(ies) below:

Pedestrian bridge over Spring Creek
Existing vehicular bridge at Naaman Forest Boulevard and Brand Road
Underpass below proposed bridge over Spring Creek on Naaman School Road

PAVEMENT SECTION

PAVEMENT WIDTH

Existing: N/A

Proposed: 12 feet

BICYCLE DESIGN SPEED: 20 mph

PAVEMENT CROSSFALL:

PROPOSED: 2% (Typical)

MINIMUM: 0%

MAXIMUM: 2%

ATTACHMENT “A”

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PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

GRADE REQUIREMENTS:

Any deep cuts, high fills?

YES ☐

NO ☒

VERTICAL GRADE:

MINIMUM 0%

MAXIMUM 5%

WILL SWITCHBACKS BE NECESSARY TO COMPLY
WITH GRADE REQUIREMENTS:

YES ☐

NO ☒

MINIMUM RAIL HEIGHT: 42 inches

SIGNAGE AND/OR DISTANCE MARKERS?

YES ☒

NO ☐

If yes, please specify types and generally describe locations:

Minimal pedestrian-scaled directional and regulatory signage will be added at appropriate locations.

TRAIL HEAD?

YES ☐

NO ☒

PARKING?

YES ☐

NO ☒

PAVEMENT STRUCTURE

MAINTENANCE VEHICLE TRAFFIC?

YES ☒

NO ☐

MINIMUM PAVEMENT STRUCTURE THICKNESS: 6 inches

ATTACHMENT “A”

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PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

CONCRETE REINFORCEMENT TYPE: Rebar
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 48 feet

EXPANSION JOINT MATERIAL: Redwood with joint sealer

SAWED DUMMY JOINT INTERVALS: 12 feet

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40 ☐ TR-55

SIDE DITCHES? YES ☐ NO ☒

BRIDGES/ BOX CUVERTS INVOLVED? YES ☒ NO ☐

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S) ☒ BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT: 12 inches minimum

FLOODPLAIN CONSIDERATION? YES ☒ NO ☐

If yes, what is the design storm frequency? 10-year storm frequency

If yes, how many feet of freeboard are required? N/A

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

PERMITS

USACE 404 PERMIT YES ☐ NO ☒

TCEQ PERMIT YES ☐ NO ☒

CDC PERMIT YES ☐ NO ☒

ENVIRONMENTAL IMPACT STATEMENT YES ☐ NO ☒

TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED? YES ☒ NO ☐

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES ☒ NO ☐

If yes, please document below:

City of Garland Floodplain Permit

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES ☐ NO ☒

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☒

STAMPED/COLORED CONCRETE? YES ☐ NO ☒

IRRIGATION? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

BRICK PAVERS?

YES ☐

NO ☒

If yes, please define location(s)

TRAIL LIGHTING?

YES ☐

NO ☒

If yes, define location(s) and spacing of lighting poles:

TRAFFIC SIGNALS?

YES ☐

NO ☒

MID-BLOCK SIGNALS?

YES ☐

NO ☒

CROSSWALK MARKINGS?

YES ☐

NO ☒

ON-STREET DEDICATED BIKE LANES?

YES ☐

NO ☒

If yes, specify width: _____

BUS STOPS OR BUS SHELTERS?

YES ☐

NO ☒

RETAINING WALLS?

YES ☐

NO ☒

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

DECORATIVE RAILINGS?

YES ☒

NO ☐

MONUMENT?

YES ☐

NO ☒

WATER FOUNTAIN?

YES ☐

NO ☒

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER
INDEPENDENTLY OWNED PROPERTY?

YES ☒

NO ☐

If yes, specify owner and R.O.W. width:

Garland Power and Light - 60 Feet
Reserve at Firewheel Association, LLC

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO
TRAIL'S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

Trail to be aligned through a Drainage, Pedestrian, and Utility Easement within a valley storage area that was conveyed to and maintained by Homeowner's Association.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES ☒ NO ☐

Aligning the shared-use path along the existing vehicular bridge along Naaman Forest
Boulevard may require a more narrow section of trail in order to fit between the back of curb
and bridge railing.

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES ☐ NO ☒

If yes, please define below:

ANY NON-CONFORMING ISSUES? YES ☐ NO ☒

ANY WATER WELLS? YES ☐ NO ☒

EASEMENT/R.O.W. MAP NEEDED? YES ☐ NO ☒

FIELD NOTES NEEDED? YES ☐ NO ☒

R.O.W. PLATS NEEDED? YES ☐ NO ☒

R.O.W. ACQUISITION? YES ☒ NO ☐

PARKING/LOSS OF PARKING CONSIDERATIONS? YES ☐ NO ☒

HISTORICAL SITE CONSIDERATIONS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Naaman Forest Connection

MCIP Project No: 12019

ADDITIONAL REMARKS

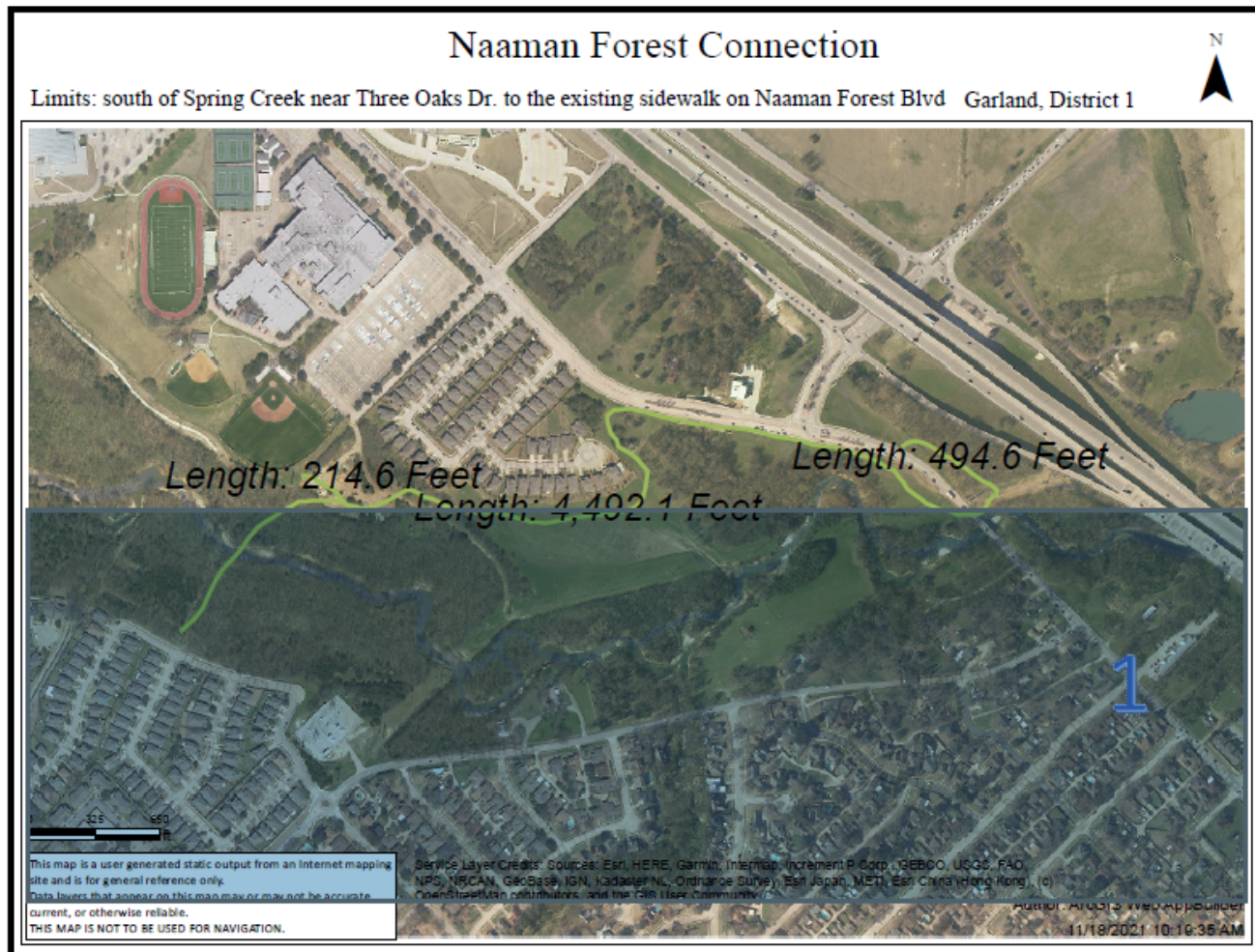
ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Naaman Forest Connection MCIP 12019

Estimated Project Cost	
Design (Engineering)	\$ 264,000.00
Dallas County In House Project Delivery (IHPD)	\$ 75,000.00
Construction	\$ 2,768,968.00
Total	\$ 3,107,968.00
Funding Sources	
Dallas County	\$ 1,487,905.00
City of Garland	\$ 1,620,063.00
Total	\$ 3,107,968.00

ATTACHMENT “C”





GARLAND POLICY REPORT

City Council Work Session Agenda

3. i.

Meeting Date: February 28, 2022

Item Title: Project Specific Agreement with Dallas County for Duck Creek Audubon Trail

Submitted By: Andy Hesser, Managing Director

Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Duck Creek Audubon Trail. This trail segment makes up a key connection between Audubon Park and the existing Duck Creek Trail.

OPTIONS

- A. Adopt a resolution which authorizes the City Manager to execute the attached PSA with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

BACKGROUND

1. In 2021 the City executed a Master Agreement with Dallas County providing general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. The Duck Creek Audubon trail is a 12-foot wide shared-use path that will extend from an existing trail in Audubon Park on the west side towards the existing Duck Creek Trail to the east where it enters Cody Park. This trail aims to complete a loop of bicycle and pedestrian facilities within Duck Creek Greenbelt to keep trail users completely away from existing roadways. Once completed, the overall off-street loop within Duck Creek Greenbelt will be over 3 miles long. A bridge across Duck Creek will be needed to facilitate

this connection and will be sited to enhance and minimize conflicts with the existing disc golf course. The trail connection to Duck Creek Trail in Cody Park is planned to intersect adjacent to an existing drinking fountain, and trail users may utilize the existing parking lot as a trail head, which is scheduled to be renovated in 2022.

3. The PSA establishes a total cost of the project to be \$1,555,217. The County's commitment is \$752,608 with the City's share being the remaining \$802,609.
4. The City's funding for this project will be included in the 2022 CIP utilizing 2019 Bond funding.
5. The final cost share amounts are as follows:
 1. Dallas County \$752,608
 2. City of Garland \$802,609

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA was reviewed by the City Attorney's Office.

Attachments

Master Agreement Garland and Dallas County
Context Map
MCIP 12021 PSA Garland and Dallas County

RESOLUTION NO. 10483

A RESOLUTION OF THE CITY OF GARLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT FOR MAJOR CAPITAL IMPROVEMENT PROGRAM PROJECTS WITH DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

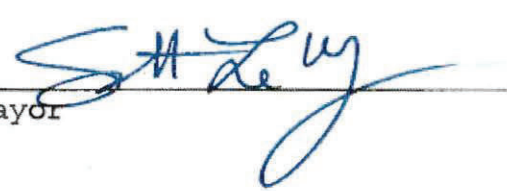
That the City Manager is hereby authorized to execute a Master Agreement for Major Capital Improvement Program Projects with Dallas County, Texas, in the form and substance of that attached hereto as Exhibit "A".

Section 2

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

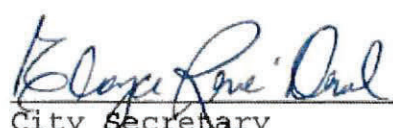
PASSED AND APPROVED this the 6th day of April, 2021.

CITY OF GARLAND, TEXAS



Mayor

ATTEST:



City Secretary

**MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

THIS MASTER AGREEMENT is made by and between the City of Garland, Texas, hereinafter ("City"), and Dallas County, hereinafter ("County"), acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter ("Master Agreement" or "MA") for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan, hereinafter ("Mobility Plan").

WITNESSETH

WHEREAS, pursuant to Court Order 2021-0494, dated May 18, 2021, County Commissioners Court approved participation in Transportation Major Capital Improvement Program ("MCIP") within the cities and towns inside Dallas County; and

WHEREAS, the approved MCIP project lists and MCIP funding commitment amounts may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City and County for the mutual consideration stated herein:

ARTICLE I. DEFINITIONS

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY** shall mean the City of Garland, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS ("CSS")** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of the Dallas County Public Works Department to

use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate a very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment, and construction. Direct Cost does not include the City or the County's general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Master Agreement to become effective.
- H. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Attachment A, Project Management Practices Manual ("Practices Manual" or "Attachment A"), which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. This Master Agreement references the most current edition of the Practices Manual. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the City on an as-needed basis during the term of this Master Agreement. The five phases of the project delivery system are planning, design, right- of-way, utility clearance, and construction.
- I. **FUNDING AGREEMENT ("FA")** shall mean the agreement between the County and a City to establish a preliminary proposed budget for a project, including the required funding match from the City in an amount equal to or greater than County MCIP funding commitment. As design is completed and the engineering estimate is refined, the Funding Agreement ("FA") shall be incorporated into the Project Specific Agreement ("PSA"). A FA and/or PSA is necessary before beginning engineering design.
- J. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.
- K. **IN-HOUSE PROJECT DELIVERY COSTS ("IHPD")** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment, and other expenditures necessary for the management and continuation of the MCIP.
- L. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City and County in accordance with the Texas Government Code, Chapter 791.
- M. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

- N. **MASTER AGREEMENT ("MA")** shall mean this document including all incorporated documents, attachments, and exhibits.
- O. **MEMORANDUM OF AGREEMENT ("MOA")** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- P. **MEMORANDUM OF UNDERSTANDING ("MOU")** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the Moving Ahead for Progress in the 21st Century Act ("MAP-21"), any supplements and/or amendments thereto, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right-of-way, which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting City (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE ("PCC")** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency. Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual right-of-way ("ROW") challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE ("PDC")** shall mean meetings of representatives of independent engineers and stakeholders of the contracting parties of the project for the purpose of discussing feasible design alternatives, forging consensus for the selected alternative, and includes entering into a MOA, MOU, FA, and/or a PSA for the overall estimate, alignment, and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that it may help assure the project is able to

overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Participant coordination and timely project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT PARTICIPANTS/TEAM** shall mean independent representatives from the County, City, and other stakeholders of the contracting parties as may be mutually agreed upon by the County, City, and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City and approval by the Dallas County Commissioners Court. The Project shall be considered complete when construction has been fully completed and the maintenance period has expired or the Project has been terminated in accordance with Article IV of this Master Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT ("PSA")** shall mean a written agreement subsequent to this Master Agreement, which is entered into to establish the contractual rights and responsibilities of the City and County as it relates to a particular Project. A PSA supersedes a MOA, MOU or FA.
- AA. **RIGHT – OF - WAY ("ROW")** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by the County or the City, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** will be attached to PSA's involving construction. Scoping sheets may be attached to PSA's involving a study or design. These sheets will set forth the design criteria to be used for the Project, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined, the Scoping Sheets shall be updated and revised by the Project Manager to reflect current construction goals.
- CC. **SMALL WATERSHED DAM** shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be agreed upon by the contracting parties and listed in a Project's Scoping Sheets.

- EE. **TxDOT** shall mean the Texas Department of Transportation.
- FF. **UTILITIES** shall mean each City utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or federal law or agreement between the entity and the City, County, or State of Texas.
- GG. **UTILITY, CITY**, also known as **CITY UTILITY** shall mean those utilities that are owned or operated by the City, which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.
- HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the limits of any governmental entity.
- II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City Utilities, whose facilities are located within a private easement.
- JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's Facility adjusted or relocated as a part of the Project as compared to the existing Facility, or any upgrading of the Utility's Facility above the standard practices, devices or materials, specified by the Utility and customarily used by the City or Utility on Projects solely financed by the City or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by the City or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").

ARTICLE II. PERIOD OF THE AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This Master Agreement shall expire ten (10) years from the Effective Date unless terminated in accordance with Article IV of this Maser Agreement.

ARTICLE III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the City and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City Council Resolution.

ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the term of the agreement.

2. By either party, by providing written notice of termination pursuant to Article XIX, Paragraph I. of this Master Agreement establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Master Agreement and/or any original, supplemental and/or any amended MOA, MOU, FA, and/or PSA or the failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
 3. By either party for any reason with ninety (90) days written notice to the other party pursuant to Article XIX, Paragraph I. of this Master Agreement.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.
 - c. In the event that any original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
 - d. If the Project is terminated by the City prior to the award of any construction contract and the Project is located within the City limits, City shall pay to the County the full amount expended by the County on the Project and the County shall transfer to the City its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
 - e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.
 - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice pursuant to Article XIX, Paragraph I. of this Master Agreement, take over the Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to ensure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. In the event that no FA is approved within five (5) years of Commissioners Court approval of County MCIP funding commitment, then the County in its sole discretion, can reallocate the County MCIP funding commitment.
- h. In the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- i. In the event that the City enters into a PSA with the County, if the Project has not been completed within ten (10) years from the date of Commissioners Court approval of the original PSA, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- j. Provisions b through j of this Article IV, Section A shall survive the termination of this Master Agreement and any MOA, MOU, FA, and/or PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

B. FORCE MAJEURE:

Neither County nor City shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, disruptions in service from public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACT AND OMISSIONS

County and City agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned

comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including sovereign or governmental immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. LEAD AGENCY

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City and County may choose for the County to manage the Project through design and construction and for the City to acquire ROW.
- B. In the event that the City is the Lead Agency the City shall:
 - a. Provide project management and leadership from Project selection to construction completion following the 5 Phase Project Delivery System as detailed in Attachment A to this Master Agreement, which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the City on an as-needed basis during the term of this Master Agreement;
 - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;
 - c. Acquire ROW necessary for the Project;
 - d. Enter into or obtain whatever agreements or permits necessary for Project completion;
 - e. Provide County with the opportunity for significant input in plan development and periodic progress reviews; and
 - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City-led projects in which the City is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City and County have arrived at a mutual agreement through involvement of the County during the initial design phases, including the Design Kick-off Meeting and as necessary, the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

ARTICLE VII. CITY AGREES AS FOLLOWS:

- A. To execute, within five (5) years of Commissioners Court approval of funding commitment, the necessary agreements with the County for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by reference with a PSA. If the City and County have not executed a FA within five (5) years of Commissioners Court approval of the funding commitment, the County in its sole discretion can reallocate the funding commitment.

- B. City agrees not to allow more than five (5) years to transpire after a completed phase without any activity on subsequent approved phases, if the Project is being completed in phases. If more than five (5) years transpire after a completed phase without any activity on subsequent approved phases, the County in its sole discretion, can reallocate the remaining County MCIP funding.
- C. City agrees to complete the Project within ten (10) years from the date of Commissioners Court approval of the PSA. If more than ten (10) years transpire, the County in its sole discretion can reallocate the remaining County MCIP funding.
- D. To provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet MCIP Project funding for each milestone as specified in this MA, the FA, and/or the PSA.
- E. The County in its sole discretion can require the City to provide a plan to address outstanding issues before entering into necessary agreements for the Project to proceed.
- F. City agrees to share the funding of each Project with County on an equal share basis of 50%/50% or an otherwise agreed cost sharing arrangement as specified in a FA and/or PSA with the following exclusions:
 - a. City shall bear the entire cost of:
 - 1. City owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
 - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
 - 3. Utility Betterments;
 - 4. Direct costs of City which is fulfilling the role of Lead Agency, shall be totally funded by City unless supported by a detailed hourly accounting system equal to County's accounting system; and
 - 5. City Indirect Costs.
- G. After the City and County enter into a MOA, MOU, FA and/or PSA, regarding the Project's concepts, design elements and limits by the County and City at the PDC, the City agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City agrees to fund ROW not acquired, but reasonably expected to be acquired. City also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.
- H. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City is unable to obtain such ROW as described above, City shall notify County of such conflict. County and City shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

- I. City hereby grants the County authority to enter into eminent domain proceedings within the City limits on each specific ROW alignment and/or project as approved by the City and County.
- J. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation project. City Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.
- K. City agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize costs and minimize delays of the Project. Additional Project costs caused or contributed to by the City ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by the City.
- L. City shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City will notify the County and other stakeholders when utility conflicts would impact progress of the Project's completion. County and City agree to work with all stakeholders to solve the problem; which includes engaging elected officials in the problem's resolution to prevent delays in the commencement or prosecution of construction on the Project.
- M. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City water and sewer utilities shall be pro rated at the overall percentage agreed to by City and County for cost sharing. City shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City Utility. Any Project delay or other damages caused by City or the Utility's failure to timely relocate or adjust the facility shall be at the entire cost of City.
- N. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City to encroach on necessary ROW during the duration of the project, City shall bear the entire cost of removal or relocation of said encroachment.
- O. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- P. To actively participate and provide authorized representation with decision-making power at the PCC and/or the PDC, preconstruction meeting, and project meetings, which are necessary to Project development and completion.

- Q. City agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City further agree that if no review notes are submitted by the City in writing to the County in a timely basis, plans are approved as submitted.
- R. When City is Lead Agency, City agrees to allow forty-five (45) days for County review of submittals and that any of the County's comments shall be incorporated into the final document.
- S. City agrees that it will pay all additional Project cost for any City requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or in addition to the design or construction of the Project subsequent to the City's opportunity to review the sixty five percent (65%) design plans.
- T. Provide at City's/Town's cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- U. During the construction of the Project and after completion of the Project, City will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- V. After the completion of a Project and the maintenance period, the City will be responsible for all future maintenance without cost or contribution from the County.
- W. City shall bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by the City in excess of the Standard Basic Project Design.
- X. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City and County agree in writing that the City will manage and administer one or more projects, the City and the County will enter into a FA and/or PSA as to that project(s). In such instance, the City agrees to assume all Lead Agency responsibilities except as may be determined by mutual agreement and set forth in the FA and/or PSA.

ARTICLE VIII. UTILITY IMPACTS.

- A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated Project, the County (or City if acting as the Lead Agency) will, after submission by the utility company of ROW documentation and cost estimates acceptable to the City, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.
- B. In cases where a Utility in Public ROW, excluding City Utilities, occupies any portion of the Project ROW by Texas or federal law or by agreement with the City that allows or permits the City to cause the relocation of the utility for the construction of the Project, the City shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City shall take all steps necessary to ensure that such relocation or adjustment shall not conflict with or delay the Project schedule.

ARTICLE IX. COUNTY AGREES AS FOLLOWS:

- A. To provide, as a Project Cost, preliminary engineering which will define project details, e.g., location, scope of work and specific right-of-way alignment for each improvement. Such preliminary engineering shall be submitted to the City for approval, prior to proceeding with the final design and any right-of-way acquisition.
- B. To provide, as a Project Cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City standards and/or design criteria shall require prior approval of the City. Where City standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed to by the parties in the FA and/or PSA.
- C. To actively participate and provide authorized representation at the PCC and/or the PDC, preconstruction meetings, and Project meetings, which are necessary to project development through project completion.
- D. To provide project management of each Project where the County is Lead Agency from commencement to completion of construction. City and County may agree to redefine project management roles as beneficial to the Project as defined in the MOA, MOU, FA, and/or PSA, and/or supplemental and/or amended agreements.
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to the City or the City /Town's designee at no cost to the City.
- F. County agrees to provide review of interim submittals within forty-five (45) days of receipt, and hereby agrees that if no review notes are submitted by the County (if City is filling the role as Project Manager) in writing to the City within that time period, plans are to be approved as submitted.
- G. To submit final engineering plans for review and written approval by the City forty-five (45) days prior to submitting documents to the County Purchasing Department for advertising the project for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by the City on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of the City within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by the County and used for the Project to the City.
- L. In the event the County and the City agree in writing that the City will be the Lead Agency for the agreed upon Project, the County will reimburse the City for agreed costs as detailed in Article XII. (Funding) in this MA in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the FA and/or PSA.

All County payments shall be in accordance with Texas law and such County policies and procedures as may be mutually agreed to by the parties and incorporated by reference in a FA and/or a PSA.

ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC). PRELIMINARY CONCEPT CHARRETTE (PCC)

- A. City and County, as specified in Articles VII, IX, and X of this MA, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreed to date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from the PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. The Lead agency will already have been determined, as well as the project administration and management roles, which include the Project Manager. Key project participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project, and provide all stakeholders a commitment for project delivery schedules and project budgets.

ARTICLE XI. FISCAL FUNDING

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

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

ARTICLE XII. FUNDING

- A. City and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the County shall bear fifty percent (50%) of the total Direct Project and Program costs excluding the

Amenities, relocation or adjustment of City Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, FA, and/or PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the City shall bear fifty percent (50%) of all Direct Project and Program costs. In addition, the City agrees to fund all other City cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system, and other items as specified in this Master Agreement, FA, and/or PSA.

- B. Unless otherwise stated in a FA and/or PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to ensure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein in this Master Agreement or in any FA and/or PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.
- C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If the City elects to manage the Project, the County will reimburse the City based on invoices for actual costs expended as supported by documentation approved by the County Auditor. Any and all supporting documentation required by the County Auditor shall be included with the invoice from the City.
- E. After approval by the County's Commissioners Court and the City's City Council, and after the execution of an FA and/or PSA, the City shall escrow an amount adequate for estimated Project costs, which the County may use to pay for professional services, which include, but are not limited to scoping, preliminary design, and primary design.
- F. City and County shall enter into a FA to establish funding commitments for both parties as required for each project within at least five (5) years of project selection unless the County and City decide to enter directly into a PSA. If the City agrees the Project is to be completed in phases, no more than five (5) years may transpire after a completed phase without any activity on subsequent approved phases.

G. If the City and County agree to enter into a PSA without first entering into a FA, the City shall enter into a PSA with the County and complete the Project within ten (10) years or less.

H. Suggested timeframes for FA's, PSA's, and/or any supplements and/or amendments thereto are:

- a. As soon as the project is accepted by Commissioners Court and as a result of the Kick-off meeting, a FA to establish the Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by the Participating Agency; or
- b. For a PSA, when the preliminary engineering plans are at sixty percent (60%) complete, providing specific details on project scope to enter into a PSA; or
- c. After construction bids are opened, amend the PSA as needed.

ARTICLE XIII. NO THIRD PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Master Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the County. Nothing contained in this Master Agreement shall give or allow any claim or right of action whatsoever to any other person or entity. The terms and provisions of this Master Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and the County that any entity or person other than the City or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Master Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

ARTICLE XIV. RIGHT OF ENTRY

The City agrees that the County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. The City agrees to furnish such police or other City personnel as requested by the County for traffic control or other public safety matters at no cost to the Project or the County.

ARTICLE XV. LIST OF PROJECTS

City agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Court, subject to the agreement between the parties in a MOA, MOU, FA and/or PSA. City stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential project location and describes the type of project in sufficient detail that the City is fully aware of the location and type of projects being considered.

ARTICLE XVI. REALLOCATION OF COUNTY MCIP FUNDING

The County in its sole discretion may reallocate County MCIP funding away from the City's Project if the City has not entered into a FA confirming the City funding match within five (5) years from Commissioners Court approval of the funding commitment. The County in its sole discretion has the ability to reallocate the remaining County MCIP funding in the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases. The County, in its sole discretion, also has the ability to reallocate the remaining County MCIP funding away from the City's Project if the City has not completed the Regional Transportation milestone within ten (10) years.

ARTICLE XVII. ORPHAN ROAD POLICY

- A. The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- B. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for funding in the County's Major Capital Improvement Program ("MCIP"). Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).
- C. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's election not to pursue annexation.
- D. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to regional thoroughfare plan designation and City cost participation).
- E. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- F. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- G. The County Director of Public Works shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works by the cities as required by Texas Local Government Code, Section 242.001(c).
- H. The provisions of this Article XVII of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 6-27-2006, 8-10-2020).

ARTICLE XVIII. SMALL WATERSHED DAMS

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one City abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in MCIP projects in a City that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XVIII shall survive the termination of this Master Agreement.

ARTICLE XIX. MISCELLANEOUS GENERAL PROVISIONS

A. **Applicable Law/Venue.** This Master Agreement and all matters pertinent thereto shall be governed by and enforced in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City's sovereign and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

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

D. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

E. Federal or State of Texas Funding. In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, the City agrees to timely comply therewith without additional cost or expense to the County.

F. Headings. The headings and titles, which are used following the roman numeral of each paragraph are only for convenience in locating various provisions of this Master Agreement and shall not be deemed to affect the interpretation or construction of such provisions.

G. Number and Gender. Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

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

I. Notice. Any notice provided for in this Master Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, via certified mail, return receipt requested, or via registered mail, and addressed as follows:

County: County of Dallas
Director of Public Works
Dallas County
Administration Building
411 Elm Street, Fourth Floor
Dallas, Texas 75202-3389

To City: City of Garland
Director of Engineering
800 Main Street
Garland, Texas 75040

Either party may change its address for notice by giving the other party written notice thereof.

J. Assignment. This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.

K. Binding Agreement, Parties Bound. When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.

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

M. Effective Date. This Master Agreement shall commence on the Effective Date. The Effective Date of this Master Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

N. Contingent. This Master Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

O. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.

The City of Garland, State of Texas, has executed this Master Agreement pursuant to duly authorized City Council Resolution 10483, Minutes City Council dated the 6th day of April, 2021.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2021.

(the remainder of this page intentionally left blank)

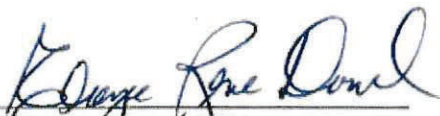
(signatures appear on the following page)

CITY OF GARLAND

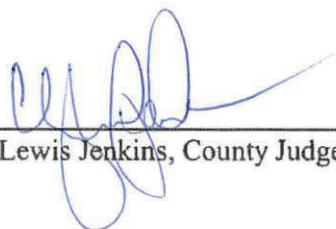
BY 
Bryan L. Bradford

TITLE City Manager

DATE 4-09-2021

ATTEST 
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY 
Clay Lewis Jenkins, County Judge

DATE May 18, 2021

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

BY /s/ Jana Prigmore Ferguson
Jana Prigmore Ferguson
Assistant District Attorney

Digitally signed by /s/ Jana Prigmore Ferguson
DN: cn=/s/ Jana Prigmore Ferguson, o=District
Attorney's Office, Dallas County, Texas,
ou=Assistant District Attorney,
email=jana.ferguson@dallascounty.org, c=US
Date: 2021.04.21 15:47:19 -0500

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

ATTACHMENT A

PROJECT MANAGEMENT PRACTICES MANUAL

5 PHASE PROJECT DELIVERY SYSTEM

2021

PREAMBLE

City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.

Nothing in this manual creates a joint enterprise/venture between the County and the City. This manual is being included so that it could help encourage these protocols to be followed because it will assist in the efficiencies and thereby possibly help reduce monetary obligations and duration of the projects. These guidelines are strongly recommended to be followed in order to avoid potential cost-related and/or time delay issues.

INTRODUCTION

The purpose of this Dallas County Public Works Project Management Practices Manual ("Practices Manual") is primarily to provide a standard practice guide on project management practices within the Dallas County Public Works ("DCPW") department. It is meant to ensure that a standard approach is used by all Project Managers ("PMs") and other project members in the delivery of County Major Capital Improvement Program ("MCIP") funded transportation projects. The guidelines are meant to meet the requirements and intent of the American Public Works Association's ("APWA") publication entitled "The Public Works Management Practices Manual" ("the APWA Manual"). The APWA Manual contains recommended practice statements that describe the critical elements necessary for a full-service public works agency to accomplish its mission. The practice statements in the APWA Manual "call for the development and implementation of a policy or procedure in the form of a rule, regulation, written directive, or for the execution of an activity, report, procedure or other action."

The resulting Practices Manual is intended to list a number of applicable recommended practice statements. Our basic methodology is a strong matrix approach, so that our PMs are assigned from the time a planning initiative becomes an approved project, to completion of the total project. We use the terminology found in the Project Management Institute's "A Guide to the Project Management Body of Knowledge" ("PMBOK"). This includes the definition of a "Matrix Organization." The definition is "any organization structure in which the project manager shares responsibility with the functional managers for assigning priorities and for directing the work of individuals assigned to the project."

When we speak of a project participants/team, we are referring to a group led by an appointed DCPW Project Manager ("PM") who has team members from throughout the four functional divisions of DCPW. These four divisions in DCPW are Transportation & Planning, Property Management & Utility Coordination, Engineering & Construction, and Program & Engineering Management. The PMs manage projects from cradle to completion without switching between functional divisions.

The intent of this Practices Manual is to provide an overview guide to project delivery practices, not an exhaustive "how to" manual. Greater detail on these and other Public Works practices can be found in the APWA Manual for more detailed instructions on the specific elements of project delivery. Our experience is that really thick manuals are not used as much as shorter guidelines that provide the boundaries of good practice and a standard approach on the essentials, with empowerment to individual PMs on the details of how they work to deliver their individual projects.

This Practices Manual can also serve as a guideline for the City to follow when the City is leading an MCIP project. Dallas County can provide input on the consultant selection process used by the City and the bidding process.

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP ONE, PROJECT DEFINITION

1. Dallas County Public Works, in conjunction with other Dallas County departments and with approval from Dallas County Commissioners Court ("Commissioners Court"), initiates a "Call for Projects". The Dallas County Public Works Transportation & Planning Division will adjust the project selection criteria based on the Dallas County Mobility Plan developed from input provided from the cities and/or towns, criteria that the North Central Texas Council of Governments ("NCTCOG") is using, and guidance from the County Commissioners. The final criteria and Call for Projects process will be briefed and approved by the Commissioners Court and a 5-signature letter will be used to invite the cities to participate in the MCIP Call for Projects.
2. The MCIP Call for Projects is a process that involves Dallas County, requesting a nomination of projects from all cities/towns in Dallas County, which can also involve stakeholders such as NCTCOG, Texas Department of Transportation ("TxDOT"), Dallas Area Rapid Transit ("DART") and/or others. The nomination period is open for four to six months to allow cities/towns to submit projects to the County for review. Soon after sending out notification about the MCIP Call for Projects, Dallas County Public Works will host a workshop on the

MCIP and the application process. Various aspects of this Call for Projects Workshop and process will be adjusted based on prior input from the cities/towns in Dallas County. The amount of time and submittal deadline for the cities and/or towns to nominate projects will be adjusted based on feedback from the cities/towns. This is to ensure that the cities/towns have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, etc.

3. DCPW's Transportation & Planning Division helps ensure that all of the information has been submitted correctly by cities/towns. If necessary, assistance may be provided to some of the smaller City staffs with preparation of their project submissions. A matrix team that consists of DCPW employees begins with field evaluations of the projects for conducting a feasibility review that precedes developing recommendations for selection of projects by Commissioners Court to be included in the County's MCIP. The DCPW team, with staff participation from each of the four DCPW divisions involved, provides assistance with risk assessments from various perspectives, which include cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. The DCPW Property Division team members examine Right-of-Way ("ROW"), utilities involvement, railroad involvement, relocations, etc.
4. Every project selected for MCIP funding commitments is then placed into a Program Year (PY) (year slated for construction start) in a spreadsheet called the "MCIP Transportation Funding Commitments" that is presented in Briefing format in a public forum to the Commissioners Court for their formal approval.
5. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding, Project Management (groups of independent stakeholders and cities/towns) methods of project delivery, and principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting interlocal agreements approved should never be on the critical path of project delivery. Therefore, much effort was expended between the Civil Division of the Dallas County District Attorney's staff and DCPW staff to formulate a Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"). This MCIP Master Agreement has been signed by all the cities/towns with approved projects and serves as the legal basis for future agreements between the various cities/towns and Dallas County, including but not limited to a Memorandum of Agreement ("MOA") and Memorandum of Understanding ("MOU"). Later, during project design, enough information will be known to forge a Funding Agreement ("FA") or a Project Specific Agreement ("PSA") that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the FA and/or the PSA, thus simplifying the process and time involved.
6. A project management planning meeting is held next with each City or Town, which has projects selected. This meeting is to initially review the selected projects and determine the basic parameters for each of the projects, such as cash flow requirements, for each participant of the project, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future

such as industrial area converted to mixed use, etc), then the lead agency may conduct a Planning Charrette.

The purpose of the Planning Charrette meeting, with all significant participants and stakeholders, is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is an agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Relationships will also be established at the Planning Charrette meeting involving the City, stakeholders, utilities and other participants of the project, which may be sustained throughout the life of the project.

7. DCPW commits to using Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each City is invited to use the same principles to deliver the selected projects. This type of approach is also an integral part of Context Sensitive Solutions ("CSS"), which is a design methodology that involves early and continuous involvement of all participants and stakeholders of a project. The Planning Charrette meeting is a form of CSS. The Dallas County Mobility Plan should also be considered as part of applying CSS for project delivery.
8. For every project that the city and/or town and county stakeholders agree to assign Dallas County as the Lead Agent, a PM will be assigned by DCPW. In addition, the DCPW Assistant Director ("AD"), in consultation with the PM and other AD's or designated DCPW business unit leaders, will identify their own matrix team members for the project. Any available Project Management tools will be used to optimal effect during the life of the project.
9. An initial Project Funding & Execution Status ("PFES") and Program Management & Planning Status ("PMAPS") form will be developed by the PM for each project in coordination with the ADs (or designees) from the DCPW divisions including Program & Engineering Management Division ("PEMD"), the Engineering & Construction division and Transportation & Planning Division. Each AD or designated DCPW business unit leader will review PFES and PMAPS in order to provide an adequate workforce for each project, and ensure that their own employees' assignments are balanced.
10. A decision on the use of Subsurface Utility Engineering ("SUE") will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. Dallas County Public Works ("DCPW") will have in place an Indefinite Delivery, Indefinite Quantity ("IDIQ") contract for quick implementation of SUE consultant efforts. Initiatives for joint efforts of utilities are anticipated between independent participants and stakeholders wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help ensure that all utility impacts are considered in every phase of project delivery.

STEP TWO, PRELIMINARY DESIGN

1. A systematic decision process as part of the DCPW Business Operating Plans ("PWBOP") updating is done to determine which design efforts will be completed with in-house designers and which will be done by consultants. For consultant selection, a rigorous and systematic process will be used to select the best qualified consultants for each project. An initial contract will be signed with a best qualified consultant to perform the entire preliminary design, or participate as a Preliminary Design liaison, trainer, or expert to advise an in-house design force for the project. As much as possible, an Indefinite Delivery, Indefinite Quantity ("IDIQ") methodology will be used to help ensure that inordinate amounts of time are not used in the best qualified selection process required by state law. Cities and/or towns who participate in the process are welcome to provide input to the County in the consultant selection process.
2. The DCPW's team of in-house design staff, a City, or a selected consultant firm will begin the initial design efforts under the leadership of the PM. One initial objective is to resolve alignment issues early in the design process with the participation of all stakeholders. In some circumstances, a feasibility study may be required to compare and contrast different alternatives before real design can begin. Estimated ROW takes, utility impacts, and environmental effects for each alternative may need to be reported before stakeholders decide on a preferred alternative for preliminary design.
3. CSS methodology will continue to be used, stressing total stakeholder involvement, throughout the project delivery process. Task Force meetings will be scheduled. Dallas County Public Works employees' matrix team meetings will also be scheduled.
4. When a consultant is used as the design agent, a contract will be negotiated for the preliminary design only, unless the project is relatively simple and the final solutions are not in question. The goal is to avoid protracted negotiations on the total scope and fee at the very beginning of the project, when many of the factors influencing final design consideration are not yet known. The decision to issue a new work order for completion of the Primary Design will be made after an interim evaluation on the Preliminary Design is completed using the County's consultant evaluation system.
5. A Preliminary Design Charrette ("PDC") will be planned by the PM who will lead the execution with all stakeholders (cities/towns, utilities, county, any private parties or other decision-makers/stakeholders). The scope of invitees to the PDC will be dependent upon the project's complexity and number of unknowns. The goal of the PDC is to build support behind the project and the alignment alternative that is selected. Many projects have been derailed by a lack of support by the project's independent representatives from the county, City, and other stakeholders. A great effort will be made to ensure attendance of all of the independent key players.
6. This consensus building effort is an integral part of any CSS approach to design. The DCPW Director and/or AD's will be personally involved and the PM will make special efforts to notify political leaders of meetings, so that the political leaders can have the meetings on

their calendars and may plan to attend. In addition, individual contacts will have to be made to ensure that utility company representatives attend meetings, since key alignment decisions will be made that can affect, or be affected by, probable utility locations. If applicable, the PDC will include an orientation walk-thru of the project site, which includes right-of-way assessment. The PM will highlight specific City zoning and other ROW requirements, or ask the city to highlight these.

7. As part of the CSS approach, a public involvement strategy will be forged under the leadership of the PM, and the advisement of the DCPW Transportation & Planning Division ("T&P"). Staff of DCPW's T&P will advise PMs on various public involvement techniques and methods to use to best involve the public and other stakeholders. DCPW will use innovative methods, such as workshop/small group formats. City methods and approaches will be respected and adhered to in this area.
8. Phase 1 ends with approval of the Preliminary Design Report, Preliminary Alignment/Profile and Preliminary Sizing of bridges and drainage structures along with SUE determination, Preliminary Survey Report, and Preliminary Utility Investigation Report.
9. The design firm or DCPW in-house design team will have begun necessary permitting and environmental assessments. Basically, the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on TxDOT projects.
10. Project plans are estimated to be 60-65% complete at the end of Preliminary Design. A risk assessment may occur before proceeding into Primary Design to identify key aspects that may need to be resolved before or during the Primary Design.

PHASE 2 -- PRIMARY DESIGN

1. The initial task is the assignment of either a DCPW In-house design team or the negotiation of a new work order with the consultant, specifically for completing the Primary Design. A new work order for completion of the Primary Design can be negotiated after Preliminary Design is nearing completion when the unknowns should be relatively few.
2. Scope of Work is now well defined by all Phase 1 effort and includes geotechnical investigations, utility analysis (including an appropriate level of SUE), constructability review, environmental analysis, traffic analysis, ROW parcels (based on Preliminary Design), and integration of context sensitive solution elements. Other aspects in Phase 1 that may be included but not limited to are: neighborhood public workshops, key stakeholder meetings and initial coordination with utilities, as necessary. With the scope defined a PSA can be executed with attached scoping sheets defining the critical parameters for the project.
3. Part of negotiations, both with DCPW In-house design teams and consultants, includes definitive delivery dates for various deliverables, phases, and reviews. In paying submitted invoices for progress during the design period, earned value analysis concepts will be used to

track cost and schedule progress. DCPW generally does not make “cost plus” assumptions about a consultant’s work efforts. Greater clarity on scope definition can be achieved with the typical multi-phase design approach of issuing separate work orders for Preliminary Design and Primary Design avoiding or minimizing the instances of misunderstanding on the true project scope.

4. The consultant or DCPW in-house design team works with all stakeholders, including utilities, under the guidance and direction of the County PM. The lead designer is the Technical Manager at this point in the process, and is always under the leadership of the PM. When an IDIQ consultant is hired to perform a survey, miscellaneous design, SUE, or materials testing, the PM is closely monitoring the progress. Also, the design firm for water and/or wastewater services will be integrated, and whenever possible, we will attempt to ensure that the design consultant for the transportation or infrastructure project is also selected by the City to design the municipal utility improvements. We anticipate and expect our consultants to become familiar with our 5 Phase Project Delivery System’s processes and deliverables.
5. Traffic and utilities data will be considered in design, with data from the City, County, NCTCOG, and/or consultant. An agreed upon level of SUE will be key to input into the design details, and including utility companies involvement throughout all phases of the project.
6. Environmental assessment will be completed during this phase. Significant issues should be addressed without wasting time on clearly unimportant areas. An environmental impact analysis will be completed if the assessment shows that this analysis is required. The goal is to execute environmentally sustainable solutions that improve the overall quality of life of the transportation users and citizens of Dallas County and the City.
7. Right-of-Way (ROW) documents will be finalized, with quality control by the consultant or DCPW’s in-house design team. The quality assurance (“QA”) function will be completed by both the PM and DCPW’s Property Management & Utility Coordination Division (“PMUC”) in a smooth manner, using pre-coordinated checklists. At the appropriate time, the documents will be delivered to PMUC, but the PM still retains overall responsibility for timely project delivery. Early involvement on ROW issues, including utility relocation aspects such as getting possible Rights of Entry (“ROE”) can be critical for obtaining vital information to ensure successful utility relocations. Early provision of final and accurate ROW documents will be a critical milestone of the design contract.
8. The Design Consultant or the DCPW In-house design team completes the work on a provided schedule. Consultants and/or DCPW’s In-house design team are expected to ensure that they accomplish “muddy boots” design with true “eyes-on” on the total project site. These actions will avoid lengthy rounds of passing designs back and forth, in favor of “over-the-shoulder” reviews, as required to meet design completion timelines. These will include City, utilities and other interested stakeholders under the orchestration of the PM.
9. The PM completes the interim evaluation of the consultant. Special note will be taken of the consultant’s system for assuring quality control (“QC”) of all design efforts, including ROW documents.
10. After construction is complete, the PM performs a final consultant evaluation, using the standard evaluation system. The Consultant is given an opportunity to evaluate DCPW’s project management process.

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

1. This phase begins with the delivery of the initial, unsealed ROW documents to the County by the consultant. Consultants will first bring a few ROW documents for initial review by the PM and DCPW Property Division team members, to ensure that they fully understand the details and level of Quality Control that the County expects in their submittals. Standards and scheduling will be clearly spelled out in writing within the Consultant's contract. Deliverables will include ROW maps and deed records.
2. Consultant is required by contract to submit property owner deeds along with right-of-way maps, which have received an internal quality control process. The PM ensures utility representatives are informed of the project and all known utilities are shown on the plans. Diligent efforts must be made to ensure that all private or public utility easements are identified on the maps and plans as required in Consultant Contract. All the SUE efforts should be included in the design documents.
3. Consultants or In-house Design Team are to avoid taking ROW that is not necessary to the construction of the project. The PM works with the project participants to minimize the ROW takings and ensures the appropriate leadership is used so that project delivery dates are met.
4. The PM ensures that the county or the City's ROW Functional Manager works towards the efficient execution of ROW planning, appraisal and acquisition services. The DCPW's Property Division will manage the ROW Acquisition Services IDIQ contract, if this delivery tool is used. Before writing a Work Order for the ROW Acquisition Services IDIQ, the DCPW Property Division Manager may meet with the DCPW Engineering & Construction Manager or DCPW Transportation & Planning Manager, DCPW Program Engineering Manager and the PM, to ensure that an adequate project budget is available for the added cost of procuring ROW services.
5. The county or City PM monitors and tracks progress on ROW acquisition. The County or the City's PM resolves issues as they develop, keeping all stakeholders, including utilities, informed.
6. DCPW may have further final discussions with City, utilities and stakeholders, early enough to preclude re-work by the prime consultant. The goal is to achieve this prior to completing the final design documents.
7. Consultant will make minor design changes as directed by the PM resulting from property owner requests or other changes that arise naturally in ROW negotiations.
8. As required, the PM will be prepared to present expert testimony at any Eminent Domain hearings and any related litigation.
9. ROW is complete when all parcels necessary for construction have been acquired.

PHASE 4 – ROW Completion & Utility Adjustment

1. ROW acquisition is carried to completion under the active project management and leadership of the PM, with proactive activity of the ROW acquisition group. If the City or other governmental entity such as TxDOT, is the ROW acquisition agency, the PM will still track the progress and proactively keep progress on schedule.
2. The PM will inform project participants about results of the SUE to ensure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. The relevant APWA practices will be used as the guide.
3. The County or City PM tracks and resolves issues and work schedules, to proactively lead efforts to minimize or avoid the obstacles of property acquisition and utilities relocation to ensure project schedule. The use of utilities Rights of Entry ("ROE") may be explored as a way that could take the utility adjustment time off the project critical path if the utility companies are agreeable. If the utility company is not agreeable to the use of ROE, then the ROW will need to be obtained before the utility company relocates. Road and Bridge ("R&B") forces may be available to help clear trees from the new ROW.
4. The City works with the PM and other project participants to help expedite utility relocations. Many times, franchise utilities have relationships with cities/towns that can be used beneficially to secure better cooperation. Monthly Task Force meetings are initiated during this phase to ensure early and frequent communication of all stakeholders. All project participants are to proactively work with the utilities and facilitate their relocation. DCPW policy is to have Zero Relocation of Relocations ("0RR").
5. Prior to engaging the Dallas County Purchasing Department ("Purchasing") for advertising the project for construction bids an "Advertising Risk Assessment" ("ARA") is completed. Advertising is not issued until all utilities are within a reasonable and confirmable clearance date. A deliberate decision will be made on how many days from bid opening until contract award, and how many days until the Work Order is given. Work Order dates will not be projected to occur before high assurance that all known utilities will have been relocated. A second important function of the ARA is to ascertain all the funding commitments, to update the PFES to include all funds already expended, and to calculate an up-to-date construction estimate. All of the above actions will be coordinated and finalized at a meeting scheduled and run by the PM with the DCPW Director, AD and a City's representative in attendance. This meeting will be scheduled as one of the critical milestones for the project.
6. The PM will ensure designers (in-house or consultant) will be kept on-call for projects if required to complete requested engineering support services during construction, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to retain the best part of the effort and focus that the consultant or DCPW In-house design team has just expended in designing the project.
7. DCPW will coordinate with Purchasing and any other departments as necessary to facilitate Pre-Project Meetings to notify the nearby community and regional contractor community about the upcoming advertisement of the project for construction bids.

PHASE 5 -- CONSTRUCTION

STEP ONE, CONSTRUCTION

1. The PM works with PEMD to advertise a project in coordination with the Dallas County Purchasing Department for advertisement, pre-bid meetings, bid opening, and award. A one hundred percent (100%) design completion up-to-date construction estimate will be completed by the PM and will be used as the fair-cost government estimate for construction bidding purposes.
2. DCPW leads the drafting of the PSA and any necessary amendments/supplements to the PSA with each City giving approval of final funding on a timely basis. An updated PFES will be needed at this time.
3. The PM works with PEMD to help the Dallas County Purchasing Department facilitate the construction contract award. PM works with all cities/towns to ensure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on the status of utility relocations, any city requirements, etc.
4. The PM will plan, schedule, and execute the Pre-Construction Meeting involving key stakeholders of the project, including utility companies. The PM will schedule for attendance and participation, the DCPW Director and the AD for Engineering & Construction and/or the AD for Transportation& Planning. Careful pre-planning helps ensure the attendance of the right stakeholders and staff. The PM will normally facilitate their own meetings since they have the expertise and experience to accomplish these tasks without hiring specialized consultants.
5. Construction proceeds on schedule with Construction Management services provided by the County or the City. The PM helps ensure that principles of collaboration (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase by the independent project participants such as contractors, cities, utility companies, transportation agencies and other key stakeholders.
6. The PM ensures constant communication with customers and other project stakeholders. This may include a construction oriented neighborhood meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner. This is all part of total Context Sensitive Solutions project delivery.

STEP TWO, PROJECT CLOSE OUT

1. The PM ensures the final pay estimate is paid to Contractor on a timely basis with assistance from the DCPW Program & Engineering Management Division ("PEMD").
2. The PM completes final Evaluation on the Contractor, using interim evaluation results (if one was done), and performance during the entire contract period. Contractor evaluates DCPW (on a voluntary basis).
3. The PM ensures that as-built plans are provided to the ultimate owner of the project, typically the City, from marked-up construction plans.
4. The PM works with the PEMD to ensure total project costs are finalized, a final PFES is completed, and Program Management is able to disencumber any remaining funds to be put back into the MCIP fund.
5. The PM ensures the City is invoiced for their remaining portion of the Total Project Costs.
6. The PM formally turns the project over to the City by letter citing the date of return to City for maintenance.
7. The PM plans an After Action Review ("AAR") to capture lessons learned and celebrate project completion with all participants involved in project delivery from design to construction completion.
8. The PM conducts the applicable one (1) or two (2) year Maintenance Bond Inspection in conjunction with all applicable stakeholders.
9. The PM completes close out project report, including retaining the key project documents digitally and documenting key lessons learned.

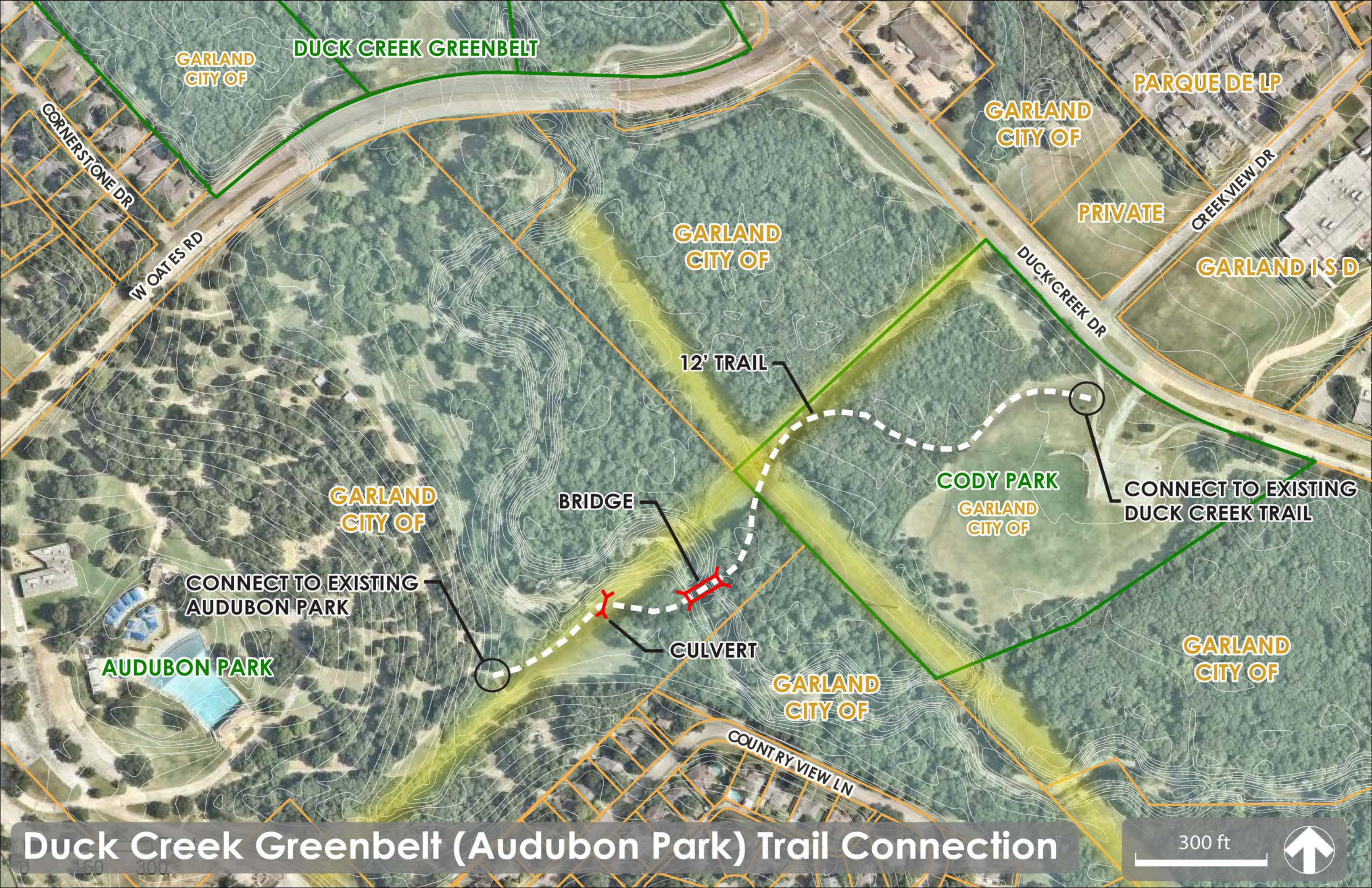
Dallas County Public Works Department's Project Delivery Team's Essential Elements for Utility Relocations

1. Know the utilities' customers **and remember that we have the same customers.**
2. Make utilities move **only if absolutely necessary to achieve the project purpose.**
3. Move utilities only once if the move is, in fact, **essential.**
4. Get involved with actual field reconnaissance early. Include and engage Project representatives or constructability personnel very early.
5. Get the acquiring agency's Right-of-Way personnel involved early.
6. Schedule initial utility meetings early. Make collaboration among independent project participants the theme.
7. Involve and invite utility representatives to neighborhood or public meetings.
8. Distribute roadway plans early to get started with the utility planning.
9. Coordinate with all utilities to ensure that one has no negative impact on another. Coordination should ensure that enough right-of-way is acquired to accommodate all of the facilities.
10. When plans are changed, get them to utility companies promptly. Provide a list of changes for all cities/towns, utilities and stakeholders in a timely manner.
11. Communicate with utilities frequently to ensure knowledge of changing personnel and the appropriate contact person.
12. Review and comment on plans to identify conflicts between utilities and the project plans.
13. If applicable, verify with utility companies their ability to move their utilities before construction needs to begin.
14. Do not begin implementing a project schedule without total feedback from all companies.
15. Identify the precise sequence of utility relocations that need to occur. Many companies are predecessors of other companies' relocations. Communicate this sequence to all utilities and other stakeholders. Ensure that the sequence is streamlined as much as possible.
16. One way of ensuring the streamlining of the utility relocation sequence is web-based notification when each utility company is completed or is scheduled to be completed with relocating their utility lines/facilities. Scheduling is as vital as the actual sequence of relocations.
17. Consider that seasonal shutdown restrictions will have significant and adverse schedule impacts, sometimes up to one (1) year. Also consider that certain times of day are restricted from utility relocation. In addition, develop procedures for emergency situations and learn the appropriate "windows of opportunity" for changeovers, etc.

18. Share accurate information with all companies and try to help ensure that they share information with each other.
19. Communicate the need to follow City ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
20. Ensure that the companies have measures for handling complaints about their work and that they do not inconvenience customers more than is absolutely essential. **Remember, ORR!!**

GUIDELINES FOR ENSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND THE UNION PACIFIC RAILROAD (UPRR)

- **Start Early Coordination** – Set up a meeting with UPRR’s local representative to share project selection lists and to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder preliminary design charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts**, before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post wherever possible.
- **Use the UPRR website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. DCPW in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc.), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Check with UPRR before pursuing any changes to their standard agreement or attachments.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UPRR elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships.** Do not presume upon the UPRR (e.g., impossible requests that are not pursued in a timely manner, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that the United States Department Of Transportation (“USDOT”) has a policy to reduce at-grade RR crossings. This puts tremendous pressure on railroad companies to accomplish this goal. Are there some rarely used at-grade railroad crossings in the City that could possibly be closed? Explore ways to eliminate them and UPRR could be more interested to meet the needs of the project that is needing UPRR assistance.
- **When appropriate, have Dallas County’s attorneys communicate directly with UPRR attorneys.** If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they may have to be. The Project Manager should stay involved to ensure that going down “legal rabbit trails” is avoided whenever possible.
- **When you are in doubt and have searched all the readily available information, contact UPRR’s Real Estate Division in Omaha, NE.** Even though UPRR staff have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win situation. If you setup a “folder number,” with UPRR this will save them much time in looking up the project file information.



Duck Creek Greenbelt (Audubon Park) Trail Connection



**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Transportation Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements for Duck Creek Audubon Trail, MCIP Project 12021, from Duck Creek Trail to Audubon Park (“Project”).

WHEREAS, the Project is located within the City of Garland;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the City of Garland and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

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

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto, which is incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment “A.”
3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment “B.”

4. Project vicinity map, which is attached and incorporated herein by reference as Attachment “C.”

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Garland, Texas. The Project limits are from Duck Creek Trail to Audubon Park. The Duck Creek Audubon Trail is a 12-foot wide shared-use path that will extend from an existing trail in Audubon Park on the west side towards the existing Duck Creek Trail to the east, where it enters Cody Park. This trail aims to complete a loop of bicycle and pedestrian facilities within Duck Creek Greenbelt to keep trail users away from existing roadways. Once completed, the overall off-street loop within Duck Creek Greenbelt will be over 3 miles long. A bridge across Duck Creek will be needed to facilitate this connection and be sited to enhance and minimize conflicts with the current disc golf course. In addition, the trail connection to Duck Creek Trail in Cody Park is planned to intersect adjacent to an existing drinking fountain, and trail users may utilize the current parking lot as a trailhead, which is scheduled to be renovated in 2022.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

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

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

expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI. **Agreements**

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from Duck Creek Trail to Audubon Park.
3. The design shall be the agreed upon Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments, as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure design and construction are completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be One Million Five Hundred Fifty Five Thousand Two Hundred Seventeen Dollars and no cents (\$1,555,217.00) as shown in Attachment “B.”
2. The County’s total obligation to this Project is to provide funding in the amount not to exceed Seven Hundred Fifty Two Thousand Six Hundred Eight Dollars and no cents (\$752,608.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Fifty Thousand Dollars and no cents (\$50,000.00). County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
3. The County in-house Project delivery (“IHPD”) costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Eight Hundred Two Thousand Six Hundred Nine Dollars and no cents (\$802,609.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees to encumber an amount adequate for total estimated Project costs as determined by the County within thirty (30) days of notification by the County.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project’s scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII. Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business

days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City: City of Garland
Director of Public Works
Address: 200 N. Fifth St.
Garland, TX 75040

Either party may change its address for notice by giving the other party notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

(the remainder of this page intentionally left blank)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

County of Dallas:

City of Garland:

Clay Lewis Jenkins, County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

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

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

AASHTO, TxDOT, City of Garland

IS THE PATH ON A ROAD FACILITY?	YES ☐	NO ☒	
IS TRAIL ADJACENT TO BACK OF CURB?	YES ☐	NO ☒	NA ☐
AWAY FROM ROADWAY?	YES ☐	NO ☐	NA ☒
If yes, specify distance: _____			
SHARED USE PATH?	YES ☒	NO ☐	
ROADWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
MID BLOCK CROSSINGS INVOLVED?	YES ☐	NO ☒	
DRIVEWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
RAILROAD CROSSINGS INVOLVED?	YES ☐	NO ☒	
IS A TRAFFIC STUDY REQUIRED?	YES ☐	NO ☒	

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

TRAIL ACCESS CONNECTIONS?

YES ☒

NO ☐

If yes, list the access points below:

Access is provided from an existing trail connection in Audubon Park on the west side and from from the existing Duck Creek Trail at Cody Park.

BRIDGES OR GRADE SEPARATIONS?

YES ☒

NO ☐

If yes, please specify facility(ies) below:

100-foot steel truss bridge across Duck Creek.

PAVEMENT SECTION

PAVEMENT WIDTH

Existing: N/A

Proposed: 12 feet

BICYCLE DESIGN SPEED: 20 mph

PAVEMENT CROSSFALL:

PROPOSED: 2% (Typical)

MINIMUM: 0%

MAXIMUM: 2%

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

GRADE REQUIREMENTS:

Any deep cuts, high fills?

YES ☐

NO ☒

VERTICAL GRADE:

MINIMUM 0%

MAXIMUM 5%

WILL SWITCHBACKS BE NECESSARY TO COMPLY
WITH GRADE REQUIREMENTS:

YES ☐

NO ☒

MINIMUM RAIL HEIGHT: 42 inches

SIGNAGE AND/OR DISTANCE MARKERS?

YES ☒

NO ☐

If yes, please specify types and generally describe locations:

Minimal pedestrian-scaled directional and regulatory signage will be added at appropriate locations.

TRAIL HEAD?

YES ☐

NO ☒

PARKING?

YES ☐

NO ☒

PAVEMENT STRUCTURE

MAINTENANCE VEHICLE TRAFFIC?

YES ☒

NO ☐

MINIMUM PAVEMENT STRUCTURE THICKNESS: 6 inches

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

CONCRETE REINFORCEMENT TYPE: Rebar
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 48 feet

EXPANSION JOINT MATERIAL: Redwood with joint sealer

SAWED DUMMY JOINT INTERVALS: 12 feet

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40 ☐ TR-55

SIDE DITCHES? YES ☐ NO ☒

BRIDGES/ BOX CUVERTS INVOLVED? YES ☒ NO ☐

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S) ☒ BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT: 12 inches

FLOODPLAIN CONSIDERATION? YES ☒ NO ☐

If yes, what is the design storm frequency? 10-year storm frequency

If yes, how many feet of freeboard are required? None required

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

PERMITS

USACE 404 PERMIT YES ☐ NO ☒

TCEQ PERMIT YES ☐ NO ☒

CDC PERMIT YES ☐ NO ☒

ENVIRONMENTAL IMPACT STATEMENT YES ☐ NO ☒

TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED? YES ☒ NO ☐

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES ☒ NO ☐

If yes, please document below:

City of Garland Floodplain Permit

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES ☐ NO ☒

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☒

STAMPED/COLORED CONCRETE? YES ☐ NO ☒

IRRIGATION? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

BRICK PAVERS?

YES ☐

NO ☒

If yes, please define location(s)

TRAIL LIGHTING?

YES ☐

NO ☒

If yes, define location(s) and spacing of lighting poles:

TRAFFIC SIGNALS?

YES ☐

NO ☒

MID-BLOCK SIGNALS?

YES ☐

NO ☒

CROSSWALK MARKINGS?

YES ☐

NO ☒

ON-STREET DEDICATED BIKE LANES?

YES ☐

NO ☒

If yes, specify width: _____

BUS STOPS OR BUS SHELTERS?

YES ☐

NO ☒

RETAINING WALLS?

YES ☐

NO ☒

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

DECORATIVE RAILINGS?

YES ☒

NO ☐

MONUMENT?

YES ☐

NO ☒

WATER FOUNTAIN?

YES ☐

NO ☒

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER
INDEPENDENTLY OWNED PROPERTY?

YES ☐

NO ☒

If yes, specify owner and R.O.W. width:

Trail crossing within transmission easement operated by Garland Power and Light and is owned by the City of Garland.

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO
TRAIL'S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

Trail sections that cross within Garland Power and Light transmission easements will require additional thickness to pavement and no vertical obstructions.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES ☐ NO ☒

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES ☐ NO ☒

If yes, please define below:

ANY NON-CONFORMING ISSUES? YES ☐ NO ☒

ANY WATER WELLS? YES ☐ NO ☒

EASEMENT/R.O.W. MAP NEEDED? YES ☐ NO ☒

FIELD NOTES NEEDED? YES ☐ NO ☒

R.O.W. PLATS NEEDED? YES ☐ NO ☒

R.O.W. ACQUISITION? YES ☒ NO ☐

PARKING/LOSS OF PARKING CONSIDERATIONS? YES ☐ NO ☒

HISTORICAL SITE CONSIDERATIONS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Audubon Trail

MCIP Project No: 12021

ADDITIONAL REMARKS

ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

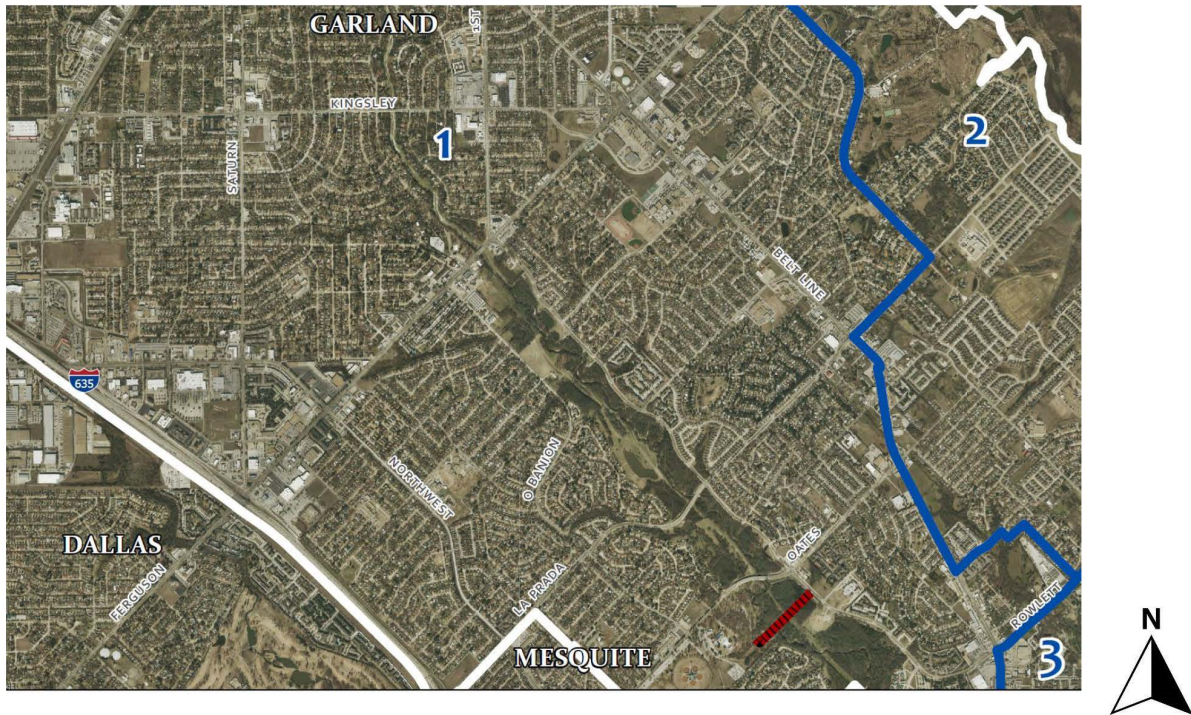
PROJECT NAME: Duck Creek Audubon Trail MCIP 12021

Estimated Project Cost	
Design (Engineering)	\$ 317,700.00
Dallas County In House Project Delivery (IHPD)	\$ 50,000.00
Construction	\$ 1,187,517.00
Total	\$ 1,555,217.00
Funding Sources	
Dallas County	\$ 752,608.00
City of Garland	\$ 802,609.00
Total	\$ 1,555,217.00

ATTACHMENT “C”

Duck Creek Audubon Trail

Limits: Duck Creek Trail to Audubon Park | Garland, District 1





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. j.

Meeting Date: February 28, 2022

Item Title: Permanent Utility Easement with North Texas Municipal Water District (NTMWD) at Lou Huff Park

Submitted By: Matthew Grubisich, Parks Director

Summary of Request/Problem

The NTMWD Meter Vault Standardization, Set Point Control Implementation, Phase II project ("Project") includes upgrades and improvements at various water delivery point sites. NTMWD has made improvements at each water delivery point site that serves the City of Garland pump stations with the exception of Garland Delivery Point (DP) No. 2. This remaining delivery point is along a 30-inch waterline upstream of the City of Garland's Lavon Pump Station. The existing Garland DP No. 2 built-in 1962 includes a meter vault and electrical/control building and is currently adjacent to the Lou Huff Park and the Garland Power & Light office. The Project includes a new structure for the meter vault and electrical/control building along with new equipment. In accordance with the NTMWD Strategic Plan, the Project builds resiliency and redundancy in the water system and will allow NTMWD to provide reliable service to NTMWD members and customers. The Project will maintain the existing meter vault as a bypass to minimize service disruption to the City's Lavon pump station and improve site accessibility and safety for personnel. NTMWD is requesting the acquisition of a permanent utility easement for the new NTMWD meter station that would be situated on a total of 0.3227 acres adjacent to the existing meter station. This easement would provide NTMWD access for operations and maintenance of the new meter station inclusive of the building structure, paving, drainage, communication, and electrical appurtenances. The permanent utility easements are referenced as 0.0306 Acres of Lot 1R1, Block 2 of the GP&L Addition 3rd Replat and 0.2921 Acres of Lot 3, Block 2 of Replat GP&L Addition on City of Garland, William Turner Survey, Abstract No. 1483, Dallas, County, Texas. NTMWD is also requesting the acquisition of a permanent access easement along the existing driveway from State Highway 66 to the meter station site. The existing driveway is utilized for access to the Lou Huff Park and GP&L offices. NTMWD requests this easement to have shared use of the driveway to access the meter stations. The permanent access easement is referenced as 0.3484 Acres of Lot 1R1, Block 2 of the GP&L Addition 3111 Replat on City of Garland, William Turner Survey, Abstract No. 1483, Dallas, County, Texas. An appraisal of the City of Garland tract, Parcel 1 and 2, located on the north side of East Avenue B at Allen Street, in Garland, Dallas County, Texas, for the proposed acquisition of two permanent utility easements for the North Texas Municipal Water District was conducted to determine the property's market value. The entire appraisal report can be found below.

Recommendation/Action Requested and Justification

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2022 Regular Meeting.

Attachments

Summary Report

Appraisal Report

Garland Delivery Point No. 2 (Lavon Pump Station) Proposed NTMWD Meter Vault project

The NTMWD Meter Vault Standardization, Set Point Control Implementation, Phase II project ("Project") includes upgrade and improvements at various water delivery point sites. NTMWD has made improvements at each water delivery point site that serves the City of Garland pump stations with the exception of Garland Delivery Point (DP) No. 2. This remaining delivery point is along a 30-inch waterline upstream of the City of Garland's Lavon Pump Station. The existing Garland DP No. 2 built in 1962 includes a meter vault and electrical/control building and is currently adjacent to the Lou Huff Park and the Garland Power & Light office.

The Project includes a new structure for the meter vault and electrical/control building along with new equipment. In accordance with the NTMWD Strategic Plan, the Project builds resiliency and redundancy in the water system and will allow NTMWD to provide reliable service to NTMWD members and customers. The Project will maintain the existing meter vault as a bypass to minimize service disruption to the City's Lavon pump station and improve site accessibility and safety for personnel.

The Project water delivery point is required to be on the existing 30-inch water pipeline (yellow line in **Figure 1**) between the NTMWD 42" water transmission line (blue line) in State Highway 66 at Dairy Road and the tank inlet of the City's Lavon Pump Station at Gautney Street. The **M** in the figure represents the location of the existing meter station and the proposed meter vault/electrical building.

Of the several site options evaluated for the new Garland DP No. 2 meter vault, the proposed location adjacent to the existing meter station is the most advantageous. The proposed site optimizes the engineering design criteria, costs, accessibility, and shared use space with the existing meter station, and providing one location for future operations and maintenance.



Figure 1 - Ex. 30-inch Waterline and Proposed Meter Vault Site

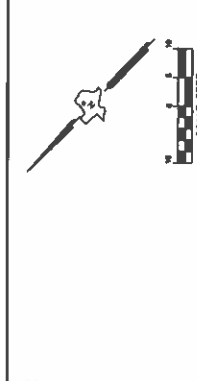
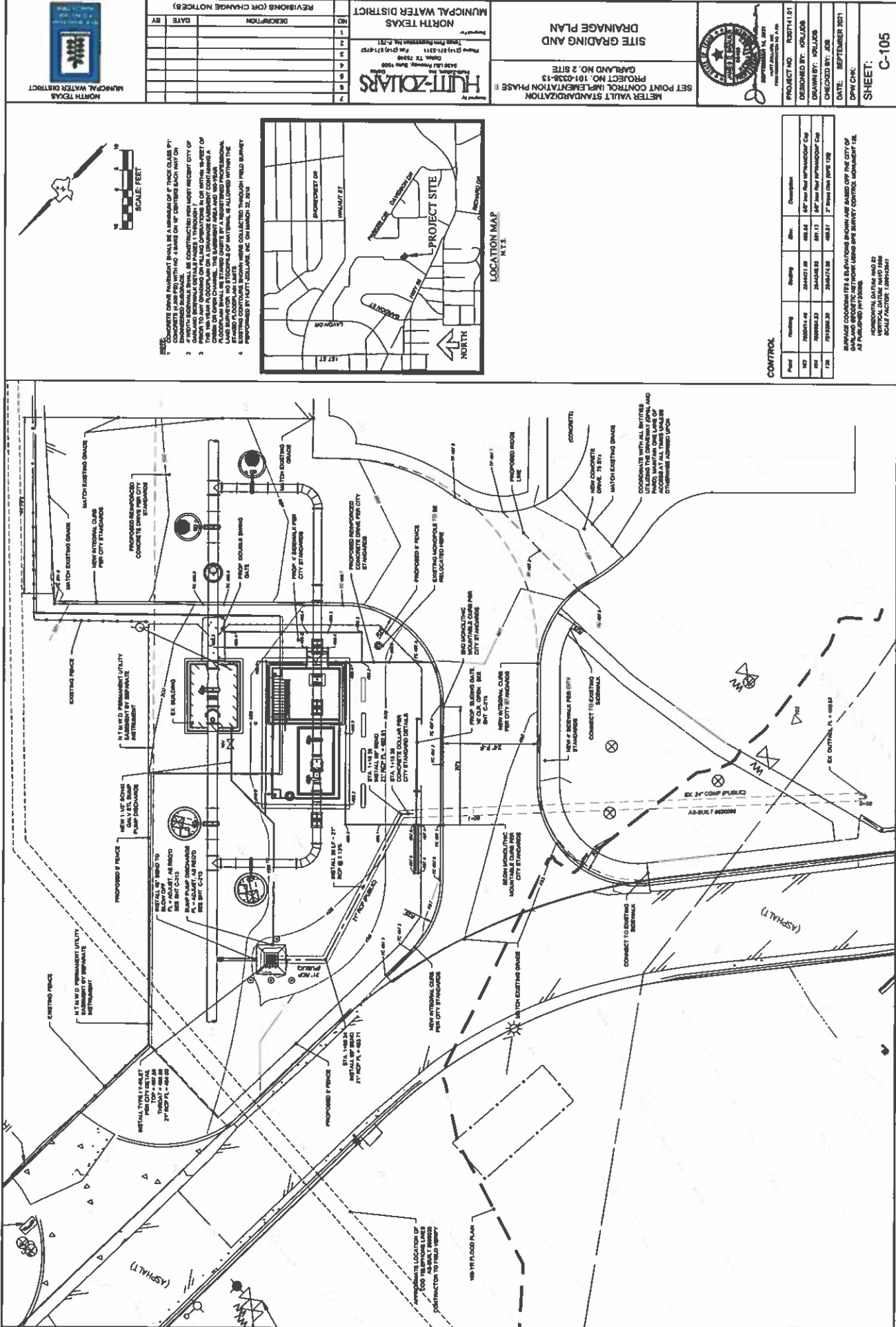
NTMWD is requesting the acquisition of permanent utility easement for the new NTMWD meter station that would be situated on a total of 0.3227 Acres adjacent to the existing meter station. This easement would provide NTMWD access for operations and maintenance of the new meter station inclusive of the building structure, paving, drainage, communication and electrical appurtenances. The permanent utility easements are referenced as 0.0306 Acres of Lot 1R1, Block 2 of the GP&L Addition 3rd Replat and 0.2921 Acres of Lot 3, Block 2 of Replat GP&L Addition on City of Garland, William Turner Survey, Abstract No. 1483, Dallas, County, Texas.

NTMWD is also requesting the acquisition of permanent access easement along the existing driveway from State Highway 66 to the meter station site. The existing driveway is utilized for access to the

NTMWD Meter Vault Standardization, Set Point Control Implementation, Phase II
Garland No. 2 Project Summary
January 13, 2022
Page 2 of 2

Lou Huff Park and GP&L offices. NTMWD requests this easement to have shared use of the driveway to access the meter stations. The permanent access easement is referenced as 0.3484 Acres of Lot 1R1, Block 2 of the GP&L Addition 3rd Replat on City of Garland, William Turner Survey, Abstract No. 1483, Dallas, County, Texas.

The following page is the proposed site plan for the new meter station facility.



- NOTES:
1. CONCRETE DRIVE PAVEMENT SHALL BE A MINIMUM OF 6" THICK CLASS "P" PORTLAND CEMENT CONCRETE, 4" BASE ON 4" CURBED SUB-GRADE WITH 18" OF ENHANCED SUBGRADE.
 2. ALL NEW PAVEMENT SHALL BE 4" THICK CLASS "P" PORTLAND CEMENT CONCRETE, 4" BASE ON 4" CURBED SUB-GRADE WITH 18" OF ENHANCED SUBGRADE.
 3. PRIOR TO ANY GRADING OR PAVING OPERATIONS, THE CITY OF DALLAS SHALL BE NOTIFIED AND A PERMIT SHALL BE OBTAINED FROM THE CITY OF DALLAS.
 4. THE CITY OF DALLAS SHALL BE NOTIFIED AND A PERMIT SHALL BE OBTAINED FROM THE CITY OF DALLAS.
 5. THE CITY OF DALLAS SHALL BE NOTIFIED AND A PERMIT SHALL BE OBTAINED FROM THE CITY OF DALLAS.
 6. THE CITY OF DALLAS SHALL BE NOTIFIED AND A PERMIT SHALL BE OBTAINED FROM THE CITY OF DALLAS.
 7. THE CITY OF DALLAS SHALL BE NOTIFIED AND A PERMIT SHALL BE OBTAINED FROM THE CITY OF DALLAS.



Point	Reading	Stationing	Dist.	Description
100	2404114.48	24+041.14	485.58	14" Iron Bar 1000000000 Cap
101	2404148.21	24+044.82	491.13	14" Iron Bar 1000000000 Cap
102	2404148.21	24+044.82	491.13	14" Iron Bar 1000000000 Cap
103	2404113.26	24+041.26	488.61	1" Thread steel (100% 120)

SURFACE COORDINATES & ELEVATIONS SHOWN ARE BASED OFF THE CITY OF
 OF CALIFORNIA NORTH DATUM (1983) USING BARE SURVEY CONTROL MONUMENT 118.

MONUMENTS: GUTTER 140.0
 VERTICAL DATUM: NAVD 1983
 SCALE FACTOR: 1.00015061

CONTROL



PROJECT NO. 20210111
DESIGNED BY: J. L. L. L.
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.
DATE: SEPTEMBER 2021
DWG. CHK: J. L. L. L.

METER VAULT STANDARDIZATION
PROJECT NO. 101-0039-13
GARLAND NO. 2 SITE

SITE GRADING AND
DRAINAGE PLAN

HUTT-ZOLLARS
5000 LBJ Freeway, Suite 1000
Dallas, TX 75244
Phone: 214-635-1313
Fax: 214-635-1313
www.hutt-zollars.com

MUNICIPAL WATER DISTRICT
NORTH TEXAS

SHEET: C-105

**APPRAISAL REPORT
PROPOSED ACQUISITION
PERMANENT UTILITY EASEMENTS**

**PROJECT NO. 101-0338-13
METER VAULT STANDARDIZATION**

**CITY OF GARLAND
PARCEL NUMBERS 1 and 2
GARLAND, DALLAS COUNTY, TEXAS**

FOR

**NORTH TEXAS MUNICIPAL WATER DISTRICT
505 EAST BROWN STREET
WYLIE, TEXAS 75098**



**16910 DALLAS PARKWAY, SUITE 100
DALLAS, TEXAS 75248**

December 30, 2021

Mr. Garrett Murphree
North Texas Municipal Water District
505 East Brown Street
Wylie, Texas 75098

Re: An appraisal of the City of Garland tract, Parcels 1 and 2, located on the north side of East Avenue B at Allen Street, in Garland, Dallas County, Texas, for the proposed acquisition of two permanent utility easements for the North Texas Municipal Water District, as depicted in the enclosed parcel sketches.

Dear Mr. Murphree:

At your request, we submit this appraisal report to provide an opinion of value of the above referenced proposed easements.

We have considered factors pertinent to and indicative of value: city of Garland and Dallas County area characteristics, market area data and trends, locational amenities, highest and best use, and other elements of value. Our opinions of value for the subject are effective as of December 15, 2021.

According to the information provided and public records, the whole subject property is approximately 24.762 acres of land situated in the William Turner Survey, Abstract No. 1483, Lots 1R1 and 3, Block 2, GP&L Addition, Garland, Dallas County, Texas.

This is an Appraisal Report, intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for the preparation of an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

The appraisal problem, as applied to the subject, is to determine the property's market value. "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." *City of Austin v. Cannizzo*, 267 S.W. 2d 808 (Tex. 1954)

With reference to the preceding definition, our opinions of value are as follows:

Whole Property (Market Value)	\$	2,696,583	
Part Acquired - Permanent Easement			<u>\$ 26,350</u>
Remainder - Before Taking	\$	2,670,233	
Remainder - After Taking	\$	<u>2,670,233</u>	
Indicated Damages			<u>\$ 0</u>
Total Compensation			<u>\$ 26,350</u>

The following report sets forth a description of the property along with a summary of the market data considered and the conclusions derived from such data. Your attention is directed to the general assumptions and limiting conditions on the following pages, as well as the extraordinary assumptions and hypothetical conditions of this appraisal.

If you should have questions concerning any portion of this appraisal, please contact our office.

Respectfully submitted,

PYLES★WHATLEY CORPORATION



Richard McBride

State of Texas Certification # TX-1380335-G

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPOSED EASEMENTS

FOR

NORTH TEXAS MUNICIPAL WATER DISTRICT

Parcel Name	City of Garland Tract	
Parcel Number	1 and 2	
Mapsco	DA-19A-W	
Location	N/s of East Avenue B at Allen Street Garland, Dallas County, Texas	
Whole Property Land Area	24.762 acres	(or 1,078,633 SF)
Permanent Utility Easement - Parcel 1	0.2921 acres	(or 12,722 SF)
Permanent Utility Easement - Parcel 2	0.0306 acres	(or 1,331 SF)
Total Permanent Easements	0.3227 acres	(or 14,053 SF)
Zoning	IN, Industrial District, Garland	
Highest and Best Use of Whole Property	Light Industrial	
Reasonable Exposure Time	12 months	
Effective Date of the Appraisal	December 15, 2021	
Whole Property (Market Value)	\$	2,696,583
Part Acquired - Permanent Easement	\$	26,350
Remainder - Before Taking	\$	2,670,233
Remainder - After Taking	\$	2,670,233
Indicated Damages	\$	0
Total Compensation	\$	26,350

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Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the subject property: the whole property, part to be acquired, remainder property, and any damages to the remainder property. This is an Appraisal Report, intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for the preparation of an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client for the intended use stated below. The appraisers are not responsible for unauthorized use of this report. The nearest building improvement is located 65 feet from the proposed permanent utility easements and is not affected. Thus, in accordance with Standard Rule 1-2(e), only the land and affected site improvements are valued in this appraisal. Therefore, the cost, sales comparison, and income capitalization approaches as improved are omitted.

Client/Intended Use/Intended Users

The intended use of this report is for decision-making purposes by the intended user in connection with the prospective acquisition of two proposed permanent utility easements. The client and intended user of this report is the North Texas Municipal Water District. Any other use or users of this report are not authorized.

Effective Date of the Appraisal: December 15, 2021

Date of Report: December 30, 2021

Interest Valued

Fee Simple and Easement Estate; permanent utility easement.

The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, defines fee simple estate as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat."

The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, defines easement estate as follows:

"An interest in real property that conveys use, but not ownership, of a portion of an owner's property."

SCOPE OF THE ASSIGNMENT

Identification of Property

The subject is a tract of land comprising 24.762 acres. Owned by the City of Garland, the property is located on the north side of East Avenue B at Allen Street, in the city of Garland, Dallas County, Texas. The subject is improved with asphalt and concrete paving, fencing, office buildings, recreation facilities, and electric transmission facilities.

Legal Description

The subject property is legally described as land situated in the William Turner Survey, Abstract No. 1483, Lots 1R1 and 3, Block 2, GP&L Addition, Garland, Dallas County, Texas.

Subject History

The title is vested in the City of Garland. The subject transferred to the City of Garland as recorded in Volume 78104, Page 2368 of the Dallas County Public Records. The details of the transaction are not available. No transfers affecting the subject in the five years preceding the date of this report are known. This is not, however, a guaranty or warranty of title. To our knowledge, the property is not under a purchase contract at present, and the subject is not offered for sale.

Inspection Information

The subject property was inspected on December 15, 2021.

The North Texas Municipal Water District is prospectively seeking the acquisition of the following: two permanent utility easements. The proposed permanent utility easement (Parcel 1) is irregularly shaped, located on the central portion of the tract adjacent to an existing access driveway on the property, varies in width and is 211.60 feet in length. The proposed permanent utility easement (Parcel 1) comprises 12,722 square feet or 0.2921 acres.

The proposed permanent utility easement (Parcel 2) is rectangularly shaped and measures 33.13 feet wide by 40.48 feet in length. The proposed permanent utility easement (Parcel 2) comprises 1,331 square feet or 0.0306 acres, and is located on an existing metering station on the subject property, adjacent to the northern line of the proposed permanent utility easement (Parcel 1).

For reference purposes, brief descriptions of the proposed easements are presented below. The areas of the proposed permanent utility easements are stated. Refer to the enclosed easement drawings. The total permanent easement area equates to 14,053 square feet or 0.3227 acres.

Proposed Easements	Area - AC	Area - SF	Length
Permanent Utility Easement	0.2921	12,722	212 feet
Permanent Utility Easement	0.0306	1,331	40 feet

PROJECT DESCRIPTION

As proposed, the project consists of an underground water meter-vault facility to be located in the city of the Garland to connect to an existing North Texas Municipal Water District water line. The water line system on the subject site will require two permanent utility easements. The construction date has not yet been determined.

DATA SEARCH

For this report, the subject market was researched for all pertinent data relating to the appraisal problem including collecting and confirming data through brokers, appraisers, property owners, lessee, lessors, and others familiar with the real estate market. The information provided by these sources is deemed reliable, but is not guaranteed. The intended use of this report is in connection with the acquisition of the easement rights described in this report.

COMPETENCY

The appraisers involved in this assignment have, collectively, considerable experience in appraising this property type. The appraisers are actively engaged in appraisal work in the geographical area of the subject property. The company maintains a database on this area for similar properties. We have adequate knowledge of the property type and location to meet the competency requirements of the Uniform Standards of Professional Appraisal Practice.

In addition, other appraisers in the market would perform similar actions in the appraisal process to fulfill the scope of work in this assignment and the appraisal meets or exceeds the expectations of parties who are regularly intended users for similar assignments.

JURISDICTIONAL EXCEPTION

The Uniform Standards of Professional Appraisal Practice (USPAP) requires that “When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.” *USPAP, Standards Rule 1-4 (f)*

USPAP provides that in developing a real property appraisal, an appraiser must:

“determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.” *USPAP, Standards Rule 1-2 (h)*

The USPAP Comment section of the SCOPE OF WORK RULE states in part:

“Comment: The scope of work is acceptable when it meets or exceeds:

- the expectations of parties who are regularly intended users for similar assignments; and
- what the appraiser’s peers’ actions would be in performing the same or a similar assignment.”

It is generally an accepted public policy that the appraisal of rights-of-way excludes the effect on value, if any, that a proposed public improvement may have on the whole property and the part to be acquired. The appraisal of the remainder property must include the effects of the part acquired and the public project, except elements that are considered non-compensable are excluded from the remainder analysis. In keeping with this policy, a Jurisdictional Exception is invoked – the subject property is appraised excluding the consideration of any effect on value of the whole property and the part to be acquired caused by the proposed public improvements and excludes any non-compensable damages to the remainder property that may result because of the part acquired or the public project. The impending project has no effect on the whole property or on the comparable sales used herein. *City of Fort Worth v. Corbin*, 504 S.W. 2d 828 (Tex. 1974) and *Fuller v. State*, 461 S.W. 2d 595, 598 (Tex. 1970)

DEFINITION OF MARKET VALUE

“Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.”

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex. 1954)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute require the appraiser to "set forth all assumptions and limiting conditions that affect the analyses, opinions, and conclusions in the report". In compliance therewith, and to assist the reader in interpreting this report, such general assumptions and limiting conditions are set forth below. Specific assumptions, if any, are referred to in the transmittal letter and their location in the report detailed.

Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

No opinion is expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, notwithstanding the fact that such matters may be discussed in the report.

No opinion is expressed on the value of subsurface oil, gas or mineral rights, water rights or whether the property is subject to surface entry for the exploration or removal of such except as expressly stated.

The date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated. The opinion of value is considered reliable only as of the date of the appraisal.

The valuation is reported in dollars of U.S. currency prevailing on the date of the appraisal.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose unless specifically identified as such.

All information and comments pertaining to this and other properties included in the report represent the personal opinion of the appraiser, formed after examination and study of the subject and other properties. While it is believed the information, estimates and analyses are correct, the appraiser does not guarantee them and assumes no liability for errors in fact, analysis or judgment.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, sales media or any other public means of communication without written consent and approval of the undersigned.

The appraiser is not required to give testimony or to appear in court by reason of this appraisal, unless prior arrangements have been made.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The distribution of the total valuation in this report between land and improvements applies only under the existing, or proposed/completed program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Certain information concerning market and operating data were obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed.

Opinions of value contained here are opinions only. There is no guarantee, written or implied, that the subject property will sell for such amounts. Prospective values are based on market conditions as of the effective date of the appraisal. The appraiser is not responsible if unforeseeable events alter market conditions subsequent to the effective date of the appraisal. As a personal opinion, valuation may vary between appraisers based on the same facts.

No responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes can be assumed without provision of specific professional or governmental inspections. While the general conditions of the property were observed, no guarantee can be made concerning the individual components of the structures including but not limited to the heating system, plumbing, electrical services, roof, possible termite damage or building foundation. This appraiser is not qualified to make a complete inspection of any well or septic system, consequently, it was beyond the scope of this report and no statements can be made concerning the adequacy or condition of these or other systems.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if asbestos, fiberglass, or synthetic mineral fiber products are present in improved properties. The existence of such products, if any, would have to be determined by a qualified inspector. It is assumed that there is no asbestos, fiberglass, synthetic mineral fiber products, nor other contaminants present that would materially affect value.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if any toxic materials are present on the subject tract. The existence of such materials, if any, would have to be determined by a qualified inspector. It is assumed that no toxic materials are present that would materially affect value or development costs.

A reasonable investigation was made to determine the existence of any underground storage tanks (UST) on the subject site. If USTs are present on the subject site details are provided in other sections of this report. It is assumed there are no USTs present that would materially affect value.

Any personal property, fixtures, or intangible items that are not real property, are not included in the valuation, and are identified as personal property and discussed herein.

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

Extraordinary Assumptions/Hypothetical Conditions: The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal. The use of these assumptions/conditions may have affected the assignment results.

As defined in the Uniform Standards of Professional Appraisal Practice, an extraordinary assumption is “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”

As defined in the Uniform Standards of Professional Appraisal Practice, a hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”

The subject is appraised conditioned upon the following extraordinary assumptions and hypothetical condition:

The property is accessible via East Avenue B. Adequate access to the subject is assumed legally available as of the appraisal date. Upon development or redevelopment of the property, curb cuts, or specific access points for ingress and egress, would be subject to the control of the City of Garland, Dallas County, or the Texas Department of Transportation.

A complete survey of the subject is not available. A title commitment/history covering the subject was not provided. All easements and/or restrictions are not known. Typical easements for utilities, drainage and access are assumed, but none that would be detrimental to the property.

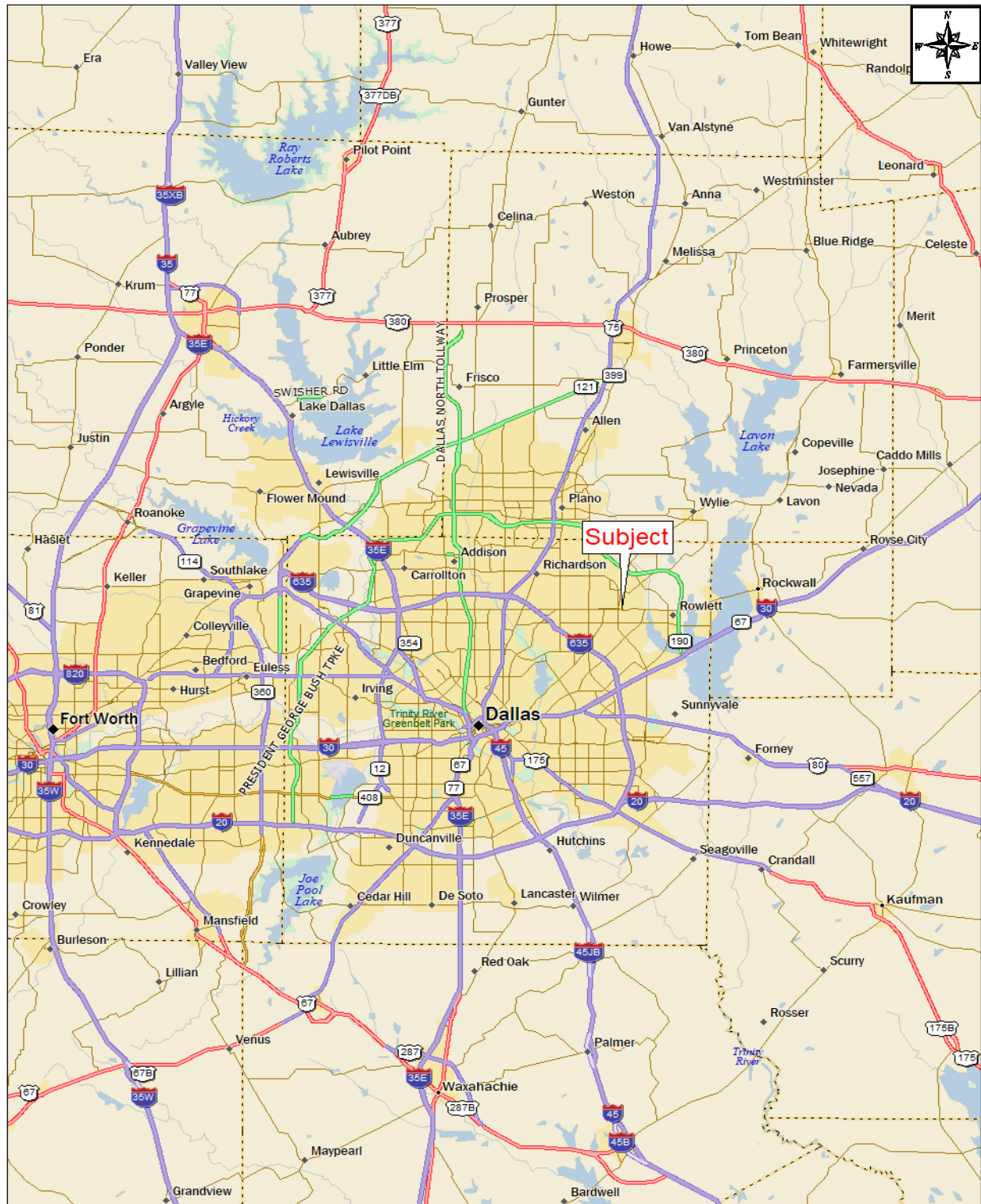
It is assumed that the North Texas Municipal Water District, or their contractors will restore affected site improvements within the permanent utility easement to as good or better condition upon completion of construction.

A qualified attorney should be consulted for an opinion of the status of legal title and rights to the subject if such questions arise.

Due to a jurisdictional exception, the subject is appraised with the hypothetical condition that, in the remainder condition, the project is complete and in place.

The above are set forth for appraisal purposes and no legal reasoning is intended. The reader should be aware, that, in the event that any of the above proves false or improperly applied, the conclusions of this appraisal could be changed or invalidated.

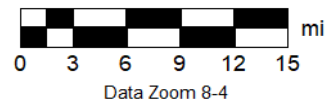
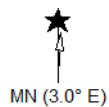
REGIONAL MAP



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SUBJECT VICINITY ANALYSIS

A **market area**, as defined in The Dictionary of Real Estate Appraisal, 6th Edition, copyrighted 2015, is:

"The geographic region from which a majority of demand comes and in which the majority of competition is located."

When analyzing value influences, the focus is on market area. A market area is defined in terms of the market for a specific category of real estate and thus, is the area in which alternative, similar properties effectively compete with the subject property in the minds of probably, potential purchasers, and users. A market area can encompass one or multiple neighborhoods or districts.

AREA ANALYSIS

The subject is located in northeastern Dallas County, approximately thirteen miles northeast of the Dallas metropolitan area. The market area is considered northeastern Dallas County.

In recent years price levels for most sectors of real estate in the trade area have been increasing due to favorable economic conditions and lower interest rates. Quality educational, medical, social, recreational, cultural and commercial services are readily available throughout the trade area.

The subject property is located on the north side of East Avenue B at Allen Street, in the city of Garland. The subject vicinity comprises the cities of Garland, Rowlett, and Richardson in the northeastern part of Dallas County, Texas.

The City of Garland encompasses 36,553 square acres and is located in eastern Dallas. The city is contiguous to Richardson to the north and northwest, Dallas to the south and southwest, Sachse to the northeast, and Rowlett to the east. The following summarizes land use patterns in Garland.

Garland Land Use

Total Acres	36,553
Single Family	11,983
Multi-Family	1,089
Mobile Homes and Group Quarters	34
Industrial	2,456
Commercial	1,916
Institutional	1,619
Infrastructure	8,282
Parks and Flood Plain	2,529
Water	167
Under Construction	535
Vacant	5,943 (16.3%)

Source: *NCTCOG*

SUBJECT VICINITY ANALYSIS

The city of Garland is at a relatively mature growth stage, with population and housing remaining relatively stable.

Garland Population

1990	2000	2010	2015	2020
180,650	215,768	226,876	234,943	236,366

Source: *NCTCOG*

Access & Traffic Routes

Access to the subject area is considered good. Interstate Highway 635, Interstate 30, State Highway 66, State Highway 78 (Garland Avenue) and State Highway 190 (George Bush Tollway) are the major roadways leading from Garland to major metropolitan thoroughways that span the area. These freeways provide for reasonable commute to Dallas, Rowlett, Richardson and Sunnyvale. Interstate 635 is the primary perimeter freeway system surrounding the urban segments of Dallas County. From the intersection of these major highway corridors, access is available to virtually all other major highway corridors in both Dallas and surrounding counties.

The immediate subject area is generally a mixture of retail and commercial facilities along the major thoroughfares, with residential housing in the surrounding area. Interspersed with the above uses in the area are local retail businesses, shopping centers, small office buildings, as well as schools, churches, and apartment projects.

Employment and Economic Base

There are a number of employers in the area. Most are oriented toward retail and services, as well as government and public schools. The most noteworthy is the Garland Independent School Ds, which employs more than 7,100 people. A majority of residents, however, commute to jobs in the metropolitan area.

Total employment in Garland

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2018</u>	<u>2020</u>
111,212	115,260	115,756	118,036	121,615	115,605

SUBJECT VICINITY ANALYSIS

The Texas Workforce Commission reports the November 2021 unemployment rate in Garland at 4.0%, lower than Dallas County at 4.3%, and slightly above Dallas-Fort Worth-Arlington at 3.9%. The city of Garland civilian labor force is 131,140 for the same period.

Employment and Unemployment Estimates – November 2021			
<u>Place</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployment Rate</u>
Garland	125,940	5,200	4.0%
Dallas County	1,363,059	61,471	4.3%
Dallas/FW MSA	4,027,263	165,463	3.9%
Texas	13,775,262	655,155	4.5%
United States	155,797,000	6,302,000	3.9%

Education

The Garland Independent School District, and its related facilities, has grown significantly to a current enrollment of 55,584 students. The following details the current facilities:

- 2 Prekindergarten Schools (Pre-K)
- 47 Elementary Schools (K-5, Pre-K in some locations)
- 12 Middle Schools (6-8)
- 7 High Schools (9-12)
- 1 Cooperative Behavior Center
- 3 Alternative Education Center
- 71 Total Number of Schools**

- 1 Agriculture Farm
- 2 Athletic Stadiums
- 1 Events Complex
- 10 Administrative / Support Service Facilities

AREA DEVELOPMENT

This area is one of the heaviest-developed industrial areas in northeastern Dallas/eastern Garland, with variety of light to heavy industrial uses.

Residential (15%)

Housing is not the primary use in the neighborhood; with a range of older to newer single-family and multi-family developments on the perimeter of the industrial areas.

Commercial and Retail (20%)

Commercial and retail development is located along the major thoroughfares, with the heaviest concentrations at the intersections of major thoroughfares. Numerous retailers, chain restaurants, motels, automotive dealerships, and a variety of commercial uses are located along President George Bush Tollway.

Industrial (50%)

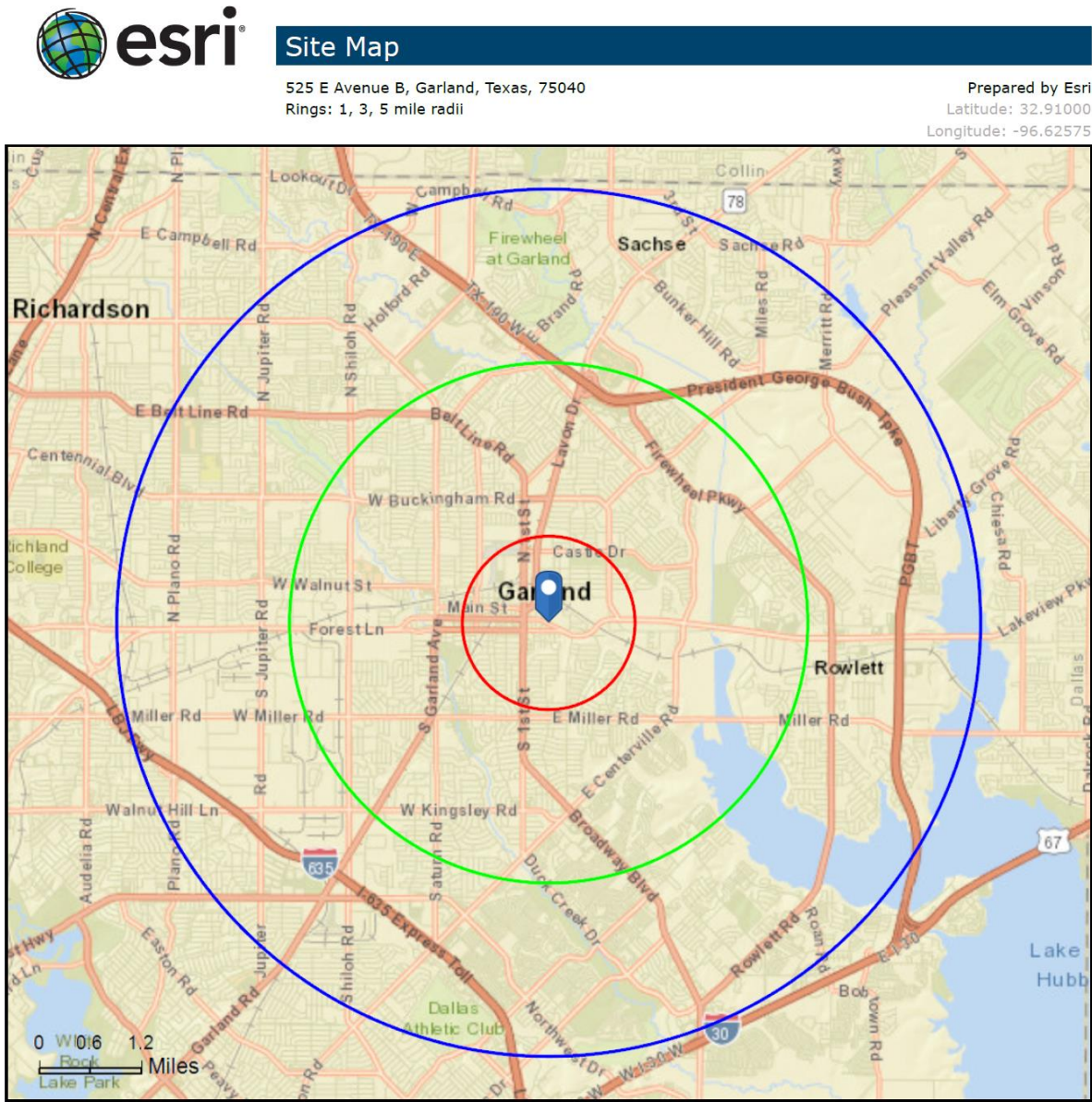
A large percentage of the area is improved with industrial and distribution facilities. Industrial/business parks are located in the south-central portion of the vicinity, with older and heavier industrial and distribution uses in the central to northeastern portion of the area.

Office (15%)

President George Bush Tollway is developed with low and mid-rise office buildings interspersed with the commercial development referenced above.

AREA DEMOGRAPHICS

The following *Market Profile* provided by Site To Do Business provides demographic and income data for 1-mile, 3-mile, and 5-mile radius centered on the subject’s location.



SUBJECT VICINITY ANALYSIS



Market Profile

525 E Avenue B, Garland, Texas, 75040
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 32.91268
Longitude: -96.62470

	1 mile	3 miles	5 miles
Population Summary			
2000 Total Population	11,955	111,614	260,447
2010 Total Population	12,524	117,120	278,248
2021 Total Population	13,607	125,141	305,276
2021 Group Quarters	1	416	668
2026 Total Population	14,156	130,822	320,895
2021-2026 Annual Rate	0.79%	0.89%	1.00%
2021 Total Daytime Population	12,081	107,075	275,232
Workers	4,775	44,153	124,285
Residents	7,306	62,922	150,947
Household Summary			
2000 Households	3,221	35,665	88,643
2000 Average Household Size	3.69	3.10	2.92
2010 Households	3,323	36,945	92,773
2010 Average Household Size	3.77	3.16	2.99
2021 Households	3,568	38,592	99,401
2021 Average Household Size	3.81	3.23	3.06
2026 Households	3,696	40,069	103,845
2026 Average Household Size	3.83	3.25	3.08
2021-2026 Annual Rate	0.71%	0.75%	0.88%
2010 Families	2,768	28,635	69,329
2010 Average Family Size	4.10	3.60	3.47
2021 Families	2,955	30,228	75,098
2021 Average Family Size	4.17	3.66	3.53
2026 Families	3,060	31,518	78,755
2026 Average Family Size	4.19	3.67	3.55
2021-2026 Annual Rate	0.70%	0.84%	0.96%
Housing Unit Summary			
2000 Housing Units	3,347	36,583	91,131
Owner Occupied Housing Units	68.2%	72.1%	63.5%
Renter Occupied Housing Units	28.0%	25.3%	33.8%
Vacant Housing Units	3.8%	2.5%	2.7%
2010 Housing Units	3,665	39,263	99,088
Owner Occupied Housing Units	63.1%	67.2%	60.9%
Renter Occupied Housing Units	27.6%	26.9%	32.8%
Vacant Housing Units	9.3%	5.9%	6.4%
2021 Housing Units	3,856	41,021	106,291
Owner Occupied Housing Units	59.1%	64.1%	57.6%
Renter Occupied Housing Units	33.4%	30.0%	36.0%
Vacant Housing Units	7.5%	5.9%	6.5%
2026 Housing Units	3,987	42,385	110,466
Owner Occupied Housing Units	59.8%	64.8%	58.1%
Renter Occupied Housing Units	32.9%	29.7%	35.9%
Vacant Housing Units	7.3%	5.5%	6.0%
Median Household Income			
2021	\$55,784	\$61,515	\$63,987
2026	\$59,009	\$67,107	\$70,726
Median Home Value			
2021	\$135,145	\$200,634	\$224,605
2026	\$202,268	\$247,079	\$272,700
Per Capita Income			
2021	\$17,000	\$23,222	\$26,837
2026	\$18,592	\$25,694	\$29,912
Median Age			
2010	28.5	33.2	33.6
2021	29.8	34.6	35.0
2026	30.6	35.5	35.9

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

SUBJECT VICINITY ANALYSIS



Market Profile

525 E Avenue B, Garland, Texas, 75040
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 32.91268
Longitude: -96.62470

	1 mile	3 miles	5 miles
2021 Households by Income			
Household Income Base	3,568	38,592	99,401
<\$15,000	7.1%	6.5%	6.9%
\$15,000 - \$24,999	7.4%	6.9%	6.6%
\$25,000 - \$34,999	10.5%	9.2%	9.3%
\$35,000 - \$49,999	16.8%	15.1%	14.1%
\$50,000 - \$74,999	25.1%	21.8%	20.2%
\$75,000 - \$99,999	15.8%	15.6%	15.2%
\$100,000 - \$149,999	14.8%	17.6%	17.5%
\$150,000 - \$199,999	1.7%	4.6%	5.2%
\$200,000+	0.9%	2.8%	5.0%
Average Household Income	\$64,542	\$75,465	\$82,165
2026 Households by Income			
Household Income Base	3,696	40,069	103,845
<\$15,000	5.9%	5.5%	5.7%
\$15,000 - \$24,999	6.2%	5.8%	5.6%
\$25,000 - \$34,999	9.5%	8.2%	8.2%
\$35,000 - \$49,999	16.2%	14.2%	13.2%
\$50,000 - \$74,999	25.7%	21.4%	19.8%
\$75,000 - \$99,999	16.5%	16.0%	15.7%
\$100,000 - \$149,999	16.8%	19.8%	19.4%
\$150,000 - \$199,999	2.1%	5.7%	6.4%
\$200,000+	1.1%	3.4%	6.0%
Average Household Income	\$70,859	\$84,088	\$92,152
2021 Owner Occupied Housing Units by Value			
Total	2,279	26,276	61,168
<\$50,000	4.1%	1.2%	0.7%
\$50,000 - \$99,999	28.8%	9.8%	5.7%
\$100,000 - \$149,999	24.2%	14.4%	11.7%
\$150,000 - \$199,999	16.8%	24.4%	21.7%
\$200,000 - \$249,999	11.0%	21.5%	20.7%
\$250,000 - \$299,999	1.7%	12.8%	16.5%
\$300,000 - \$399,999	5.4%	9.8%	13.9%
\$400,000 - \$499,999	5.0%	3.2%	4.9%
\$500,000 - \$749,999	0.9%	1.6%	2.5%
\$750,000 - \$999,999	0.8%	0.5%	0.9%
\$1,000,000 - \$1,499,999	0.6%	0.4%	0.4%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.0%
\$2,000,000 +	0.6%	0.4%	0.4%
Average Home Value	\$186,117	\$230,074	\$257,160
2026 Owner Occupied Housing Units by Value			
Total	2,385	27,471	64,157
<\$50,000	1.3%	0.4%	0.2%
\$50,000 - \$99,999	7.3%	3.6%	1.6%
\$100,000 - \$149,999	16.2%	5.4%	3.2%
\$150,000 - \$199,999	24.3%	18.0%	14.3%
\$200,000 - \$249,999	20.8%	24.1%	21.5%
\$250,000 - \$299,999	7.4%	18.4%	20.2%
\$300,000 - \$399,999	8.3%	16.8%	22.0%
\$400,000 - \$499,999	7.3%	8.2%	10.4%
\$500,000 - \$749,999	3.9%	3.4%	4.4%
\$750,000 - \$999,999	1.4%	0.8%	1.2%
\$1,000,000 - \$1,499,999	1.0%	0.6%	0.5%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.0%
\$2,000,000 +	0.8%	0.4%	0.4%
Average Home Value	\$265,451	\$287,298	\$312,559

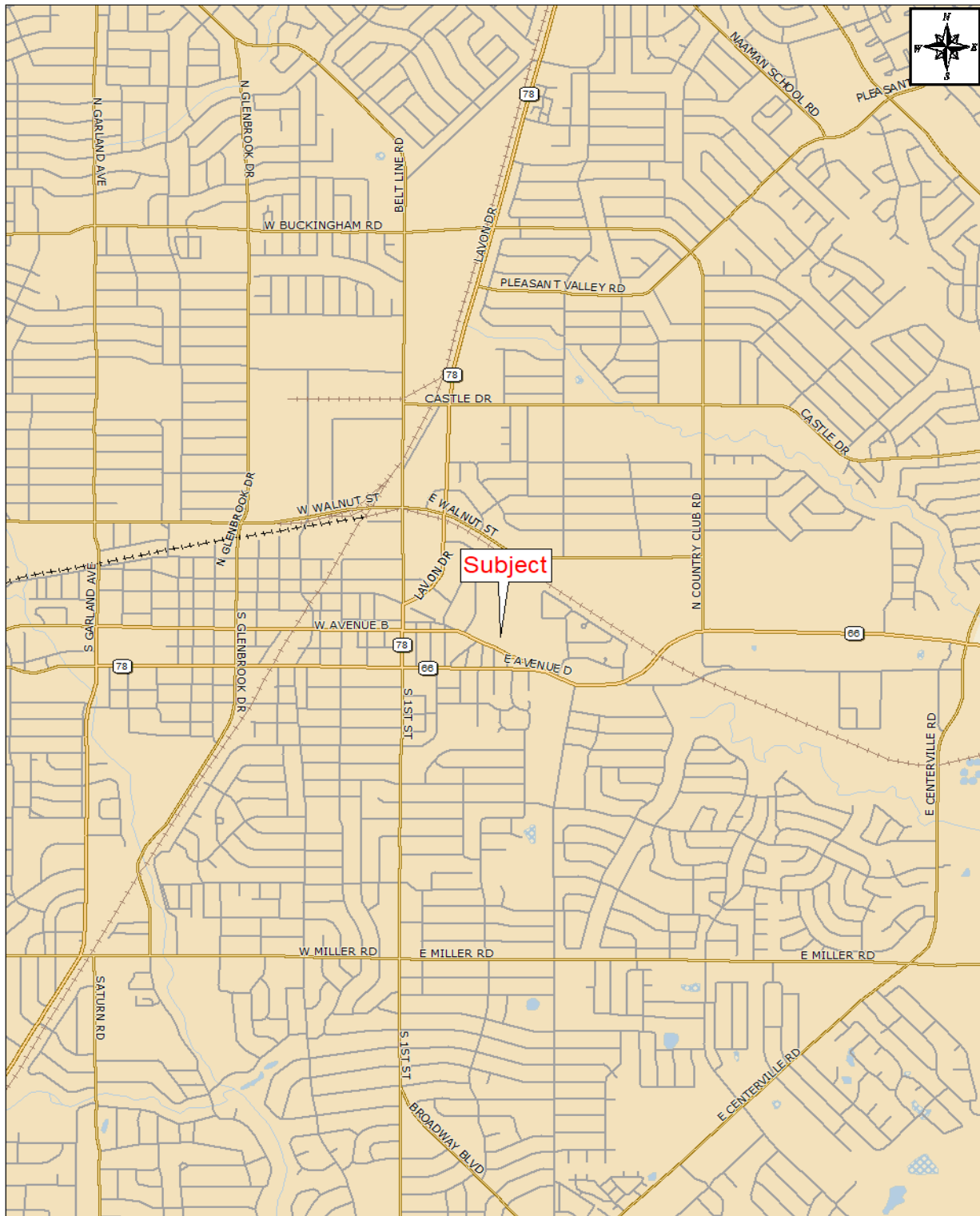
Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

CONCLUSION

The subject vicinity is located in northeastern Dallas County with good accessibility from an extensive freeway system and neighborhood arterials. Established residential neighborhoods are situated to the north, south, and east of the subject, and support highly concentrated commercial and industrial development located in the vicinity. With few tracts of available vacant land in the immediate vicinity, the neighborhood is characterized as stable with some reclamation of older properties for new development. The area is expected to continue this trend for the foreseeable future. The long-term prospects for the vicinity and the subject property are positive.

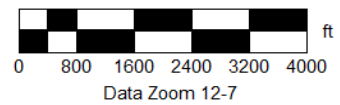
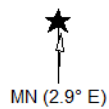
LOCATION MAP



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SUBJECT PROPERTY

A complete survey of the whole property is not available. The tract is irregularly shaped and is approximately 1,530 feet deep. Located on the north side of East Avenue B at Allen Street, the subject comprises 24.762 acres. According to information provided, ownership is vested in the City of Garland. The property is abutted by a DART rail line and light industrial uses on the north side, a religious facility and single-family residential uses on the east side, East Avenue B on the south side, and light industrial uses along the west side.

Frontage/Access: The tract fronts the northern line of East Avenue B for approximately 720 linear feet. The subject exhibits average access and frontage via East Avenue B.

WHOLE PROPERTY



Topography: The terrain is characterized as slightly sloped and the drainage is adequate. A creek runs northwest to southeast through the subject property.

Flood Zone: According to FEMA flood hazard map 48113C0220L and 48113C0240K dated July 7, 2014, an estimated 28% of the subject property is determined to have base flood elevations within the 100-year floodplain and floodway, being within Zone "AE". No guaranty is made that the site will or will not flood. If the subject appears to be located in a designated flood zone, a hydrological study or survey is required for confirmation of flood-designated boundaries. Reference the subsequent exhibits for a copy of the area flood map.

Environmental: A Phase One Environmental study is not available.

Utilities/Community Service: Electric, water, sewer, and telecommunications services are available to the site. The City of Garland maintains water and sewer lines on the subject property.

Water:	City of Garland
Sewer:	City of Garland
Electric:	Garland Power and Light
Telephone:	various providers
Police:	City of Garland
Fire:	City of Garland
School:	Garland ISD

Zoning: The subject is located in the city of Garland and is zoned IN, Industrial District. This district is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution. The Industrial district also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial district regulations are designed to ensure compatibility among the various uses allowed in the district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions.

The density, area, yard, height and lot coverage requirements are listed below:

Minimum Front Yard:	30 feet
Minimum Side Yard:	20 Feet
Minimum Rear Yard:	30 Feet
Maximum Building Height:	50 feet
Maximum Floor Area:	60%
Minimum Lot Size:	None

Easements: A complete survey of the whole subject is not available. A title commitment/history covering the subject was not provided. Not all easements and/or restrictions are known. Typical easements for utilities, drainage, and access are assumed to be located on the site.

Deed Restrictions: A potential constraint on the development of the site may stem from various deed restrictions. It is assumed that no deed restrictions exist that would restrict the development of the subject site. However, if restrictions do exist, this appraisal may need to be adjusted accordingly.

Subject Improvements: The subject is improved with asphalt and concrete paving, fencing, office buildings, recreation facilities, and electric transmission facilities. The nearest building improvement is located 65 feet from the proposed permanent utility easements and is not affected. Thus, in accordance with Standard Rule 1-2(e), only the land and affected site improvements are valued in this appraisal. Therefore, the cost, sales comparison, and income capitalization approaches as improved are omitted.

REAL ESTATE TAX ANALYSIS

The Texas legislature created a system of centralized appraisal districts for each Texas county so that all real estate within a given county is valued for tax purposes through a standard appraisal process. Property assessments are based on market value. Property valuations under the central appraisal district system became effective in 1982.

The subject is located in Dallas County and is under the taxing jurisdiction of the City of Garland, Dallas County, Dallas Co. Community College, Parkland Hospital, and the Garland ISD. The 2021 Dallas Central Appraisal District account information for the subject tract is presented below.

2021 TAX RATES (per \$100)	
Dallas County	\$0.237946
City of Garland	\$0.756965
Dallas College	\$0.123510
Parkland Hospital	\$0.255000
Garland ISD	\$1.256300
Total	\$2.629721

The following table indicates assessed value used for determination of tax liability.

Account Number	Land	Improvements	Total
26250600020040000	\$0	\$0	\$0
26250600021R10000	\$0	\$0	\$0
Total	\$0	\$0	\$0

As the subject is owned by the City of Garland, it is exempt from property taxes.

The subject is an irregularly shaped tract of land comprising 24.762 acres, located on the north side of East Avenue B at Allen Street.

AS IF VACANT

Physically Possible Use: In arriving at our opinion of highest and best use for the subject, it was first necessary to determine if the physical characteristics of the site - such as soil conditions, topography, shape and frontage were favorable for development. Soil conditions vary throughout the area and sometimes require particular engineering. According to FEMA flood hazard map 48113C0220L and 48113C0240K, dated July 7, 2014, an estimated 28% of the subject property is determined to have base flood elevations within the 100-year floodplain, being within Zone "AE". This area is along a creek that runs northwest to southeast through the subject property. The subject exhibits average access and fronts East Avenue B for 720 linear feet. The subject is irregularly shaped and of sufficient size, and frontage to be economically adaptable to numerous uses, but the floodplain and floodway area limit the possible uses.

Legally Permissible Use: The subject is located in the city of Garland and is zoned IN, Industrial District. This district is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution. The Industrial district also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial district regulations are designed to ensure compatibility among the various uses allowed in the district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions.

A potential constraint on the development of the site may stem from various deed restrictions. Deed restrictions are private restrictions that limit the use of a site and are either already in place when the site is acquired or filed with proposed development and/or site plans. It is assumed that no deed restrictions exist that would restrict the development of the subject site.

Financially Feasible Use: The surrounding properties and land uses are considered for compatibility in determination of feasible use. The property is abutted by a DART rail line and light industrial uses on the north side, a religious facility and single-family residential uses on the east side, East Avenue B on the south side, and light industrial uses along the west side. The area is generally comprised of single-family and multi-family residential uses.

Based on the land usage pattern of the surrounding area, the layout, location, and frontage/visibility of the site, the most feasible use is for light industrial or commercial.

Maximally Productive Use: Based on the foregoing, it is concluded that the highest and best use of the site is for light industrial or commercial.

The appraisal procedures typically included in the valuation process are the cost approach, the income capitalization approach, and the sales comparison approach. The applicability of each approach depends upon the nature of the appraisal assignment. The intended user of this appraisal is North Texas Municipal Water District, to acquire the property rights described in the report.

Data Collection Process: The scope of the appraisal is defined by the Appraisal Foundation as "The extent of the process of collecting, confirming, and reporting data". For purposes of this report, the subject market was researched for all pertinent data relating to the appraisal problem as stated below. This process typically includes collecting and confirming data through local real estate brokers, appraisers, property owners, lessee/lessors, and others familiar with the local real estate market. The information provided by these sources is deemed reliable but is not guaranteed.

Appraisal Problem: The appraisal problem, as applied to the subject, is to determine the market value of the fee simple interest in the subject property. A preliminary survey of the property indicates the following:

Sales of similar properties in the area are required to determine the land value. Sufficient data are available to arrive at an indicated value for the subject site by market comparison using the sales comparison approach.

The proposed acquisition is not judged to affect any of the primary improvements on the subject, with the nearest improvement located an estimated 65 feet from the proposed permanent easements. Thus, in accordance with Standard Rule 1-2(e), only the land and affected site improvements are valued in this appraisal. Therefore, the cost, sales comparison, and income capitalization approaches as improved are omitted.

USPAP Compliance: This is an Appraisal Report, intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for the preparation of an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use previously stated. The appraiser is not responsible for unauthorized use of this report.

REASONABLE EXPOSURE TIME

The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the analyses conducted during the appraisal assignment. The opinion may be expressed as a range and can be based on one or more of the following:

- Statistical information about days on market
- Information gathered through sales verification
- Interviews of market participants

Related information garnered through this process may include the identification of typical buyers and sellers for the type of property involved and typical equity investment levels and/or financing terms.

The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone. The answer to the question “what is reasonable exposure time?” should always incorporate the answers to the question “for what kind of property at what value range?” rather than appear as a statement of an isolated time period.

A reasonable exposure time for the subject property at the market value definition and market value conclusion in this appraisal is developed by discussions with local market participants. According to local brokers, appraisers, and informed market participants, the reasonable exposure time for similar properties at a value range consistent with the value conclusion of this report, is considered to be 12 months. I have concluded exposure time at 12 months.

LAND VALUATION

The market was researched for recent sales and offerings, which would provide a valid basis for estimating the market value of the subject tract by comparison. The transactions, summarized on the following pages, are relevant to the valuation.

LAND SALES SUMMARY					
Sale No.	Location	Size		Price/SF	Date of Sale
		SF	AC		
1	300' N of O'Banion Road, 420' SE of Centerville Road	468,662	10.76	\$1.70	Feb-21
2	S/s of McCree Road, 450' W of S. Garland Avenue	235,224	5.40	\$5.42	Nov-19
3	SE/c of Miller Road and Country Club Road	136,704	3.14	\$2.08	Aug-19
4	N/s of Highway 66 at Dairy Road	44,388	1.02	\$1.53	Apr-18
Subject	N/s of East Avenue B at Allen Street	1,078,633	24.76		

The first step in any comparative analysis is to identify which elements of comparison affect property values in the subject market. Each of the basic elements of comparison must be analyzed to determine whether an adjustment is required. If sufficient information is available, a quantitative adjustment can be made.

Adjustments for differences are made to the price of each comparable property to make that property equivalent to the subject in market appeal on the effective date of the opinion of value. The magnitude of the adjustment made for each element of comparison depends on how much that characteristic of the comparable property differs from the subject property. We have considered all appropriate elements of comparison in the following discussions.

In the following analysis, consideration is given for rights conveyed, financing, sale and market conditions, location, and physical characteristics. Property rights conveyed and financing are basic components of sale. Rights conveyed should be identical and financing should be on a cash equivalent basis. Sale conditions require analysis to determine any unusual characteristics. Consideration of market conditions is necessary because of the cyclical nature of the real estate market and continuous economic change. The location adjustment considers factors such as type, compatibility, quality, desirability, and accessibility of area development. Comparison of utility considers such factors as zoning, size, and frontage.

These adjustments are not intended as exact measurements, but are used to more accurately define the range of values indicated by the market.

RIGHTS CONVEYED, FINANCING, SALE, MARKET CONDITIONS, AND LOCATION**Rights Conveyed**

When property rights sell, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even another property or properties. Before the price of a comparable sale property can be used in sales comparison analysis, the appraiser must first ensure that the sale price of the comparable property applies to property rights that are similar to those being appraised. No adjustments are required.

Financing

The transaction price of one property may differ from that of an identical property due to different financing arrangements. The cost of financing includes the interest rate and any points, discounts, equity participations, or other charges that the lender requires to increase the effective yield of the loan. The cost and availability of credit for real estate financing influence both the quantity and quality of real estate demanded and supplied. Additional financing adjustments could be made based on owner financing, favorable financing terms, or assumptions. The sales were purchased with cash, or third party financing which requires no adjustment.

Sale Conditions

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Sales where the conditions significantly affect transaction prices are labeled non-arm's length transactions. Any sales that reflect unusual sale conditions are adjusted accordingly and the circumstances of these non-arm's length transactions are detailed on the sale summary pages. No adjustments are warranted as each of the sales transpired with no uncommon sale conditions.

Market Conditions

Adjustments for market conditions are applied if property values have increased or decreased since the transaction dates. Based on our observations and analysis, real estate has appreciated approximately 5% annually. The Sales are adjusted +4%, +10%, +12%, and +18%, respectively.

Location

An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the subject property. Most comparable properties in the same market area have similar locational characteristics, but variations may exist within that area of analysis. Sale 2, located in a more densely developed commercial area, is superior to the subject in location and is adjusted -5%. Sales 1, 3, and 4 are similar in location to the subject and are not adjusted.

PHYSICAL CHARACTERISTICS**Access**

Access is defined as the points, or number of points available for ingress/egress to the subject site or ease of access to a site from major routes in the area. The subject has average access from East Avenue B. Sale 1 is inferior in access as compared to the subject and is adjusted +5%. Sales 2, 3, and 4 are similar in access as compared to the subject and are not adjusted.

Frontage

Frontage is the number of feet of frontage along the subject roadway or roadways. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. The subject fronts East Avenue B for 720 linear feet. Sale 1 is inferior in frontage as compared to the subject and is adjusted +10%. Sales 2, 3, and 4 are similar to the subject in frontage and are not adjusted.

Size

The subject tract comprises 24.762 acres. The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. A 5% adjustment for each doubling/halving (100%) in size is utilized. Sales 1, 2, 3, and 4 are adjusted -6%, -11%, -11%, and -20%, respectively for size.

Zoning

The subject is located in the city of Garland and is zoned IN, Industrial District. All the sales are considered similar in zoning and/or highest and best use as compared to the subject, and no adjustments are applied.

Utilities

Electric, water, sewer, and telecommunications services are available to the site. All the sales are similar as compared to the subject and are not adjusted.

Topography

The subject terrain is slightly sloped and an estimated 28% of the subject property is determined to have base flood elevations within the 100-year floodplain. Sale 1 is inferior as compared to the subject and is adjusted +20%. Sale 4 is similar as compared to the subject and is not adjusted. Sales 2 and 3 are superior in topography to the subject and are each adjusted -10%.

LAND VALUATION

The grid below outlines the pertinent characteristics of each of the comparables and the adjustments applied.

LAND SALES ADJUSTMENTS				
Sale No.	1	2	3	4
No. of Acres	10.759	5.400	3.138	1.019
Size SF	468,662	235,224	136,704	44,388
Sale Date	Feb-21	Nov-19	Aug-19	Apr-18
Sale Price	\$799,000	\$1,275,000	\$285,000	\$68,000
Sale Price Per SF	\$1.70	\$5.42	\$2.08	\$1.53
Rights Conveyed	0%	0%	0%	0%
Financing	0%	0%	0%	0%
Sale Conditions	0%	0%	0%	0%
Market Conditions	4%	10%	12%	18%
Adjusted Price	\$1.77	\$5.96	\$2.33	\$1.81
Location	0%	-5%	0%	0%
Access	5%	0%	0%	0%
Frontage	10%	0%	0%	0%
Size	-6%	-11%	-11%	-20%
Zoning	0%	0%	0%	0%
Utilities	0%	0%	0%	0%
Topography	20%	-10%	-10%	0%
Net Adjustment	29%	-26%	-21%	-20%
Adjusted Price/SF	\$2.28	\$4.41	\$1.84	\$1.45

Land Value Opinion

The adjusted sales comparables range from \$1.45 to \$4.41 per square foot, with an adjusted mean of \$2.50 per square foot. Based on the foregoing, the market data support an estimated fee simple unit market value of \$2.50 per square foot for the subject property, which equates to a value opinion of the subject land of \$2,696,583.

Total Land Area (Whole Property)

No. of SF		\$/SF		Indicated Value
1,078,633	x	\$2.50	=	\$2,696,583

PART TO BE ACQUIRED

The small and narrow shape and location of the proposed acquisition precludes development as a separate parcel. Therefore, the parcel's highest and best use and greatest value is as a part of the whole property.

The value of the part taken is derived from the value indicated for the site as a whole. The part to be acquired in easement estate is comprised of two permanent utility easements for the North Texas Municipal Water District.

Refer to the enclosed exhibits for a drawing of the permanent easements.

The proposed permanent utility easement (Parcel 1) is irregularly shaped, located on the central portion of the tract adjacent to an existing access driveway on the property, varies in width and is 211.60 feet in length along the southern line. The proposed permanent utility easement (Parcel 1) comprises 12,722 square feet or 0.2921 acres.

The proposed permanent utility easement (Parcel 2) is rectangularly shaped and measures 33.13 feet wide by 40.48 feet in length. The proposed permanent utility easement (Parcel 2) comprises 1,331 square feet or 0.0306 acres, and is located on an existing metering station on the subject property, adjacent to the northern line of the proposed permanent utility easement (Parcel 1).

The total permanent easement area is 14,053 square feet or 0.3227 acres. The permanent utility easements will result in an encumbrance of 1.3% of the whole property area ($0.3227 \text{ acres} \div 24.762 \text{ acres} = 0.0130$).

According to aerial photographs and the inspection of the property, the proposed easements cross land improved with asphalt paving and landscaping. The North Texas Municipal Water District or their contractors will restore any site improvements within the permanent easements to as good or better condition upon completion of construction.

Valuation of the Permanent Easements

The proposed permanent easement is not an economic unit within itself, due to the small size and narrow shape, and the highest and best use of the parcel is as a part of the whole property. The whole property land value is previously established at \$2.50 per square foot. The value of the easement land immediately before the imposition of the easement equates to \$35,133 for a total of 14,053 square feet.

Permanent Easements				
No. of SF		\$/SF		Indicated Value
14,053	x	\$2.50	=	\$35,133

North Texas Municipal Water District proposes to acquire the easement in permanent easement estate. After the imposition of the easement, the land in the easement area is restricted. The property owner can continue to use the land, but cannot use the easement land in any manner that will prevent or interfere with the grantee's uses or rights. The landowner is conveying rights for free and unobstructed use of the easement land for water line uses, including ingress and egress, construction, maintenance, and possible appurtenances. The property owner retains rights to surface use of the area within the easement, but cannot construct any house, building, or other structure without the express, prior consent of the grantee, and cannot change the grade, remove dirt from the surface of the easement or impound water over the easement without the prior approval of the grantee. The easement holder may cut all trees from the easement area.

The property owner is conveying certain rights in perpetuity to the easement holder. The property owner still incurs certain obligations within the area of the easement including the cost to maintain the surface and payment of ad valorem taxes.

For the land encumbered by the permanent utility easement, it is our opinion that the property owner is conveying rights to the easement holder that equate to 75% of the fee simple value of the land. Limited market data are available that demonstrate the value of these rights. Immediately after the imposition of the easement, the value of the land in the permanent utility easement is considered to be no more than 25% of the fee simple value of the land. The value of the permanent utility easement land after the imposition is \$7,951. The resulting value of the easements are calculated as follows:

Fee Simple Value Permanent Utility Easement (Parcel 1)	12,722 SF	x	\$2.50	x	100%	=	\$	31,805
Fee Simple Value Permanent Utility Easement (Parcel 2)	1,331 SF	x	\$2.50	x	100%	=	\$	3,328
							\$	35,133
Less:								
Value after imposition of Permanent Utility Easement	12,722 SF	x	\$2.50	x	25%	=	- \$	7,951
Value after imposition of Permanent Utility Easement	1,331 SF	x	\$2.50	x	25%	=	- \$	832
Total							- \$	8,783
Permanent Easement Value								\$ 26,350

In my opinion, the indicated value of the part taken in permanent easement estate is \$26,350.

REMAINDER BEFORE TAKING

The indicated value of the remainder before the taking is derived by deducting the value of the take from the value of the whole property. The calculation is as follows:

Opinion of value - whole property	\$ 2,696,583
Opinion of value - taking	<u>\$ 26,350</u>
Opinion of value - remainder before the taking	\$ 2,670,233

REMAINDER AFTER TAKING

The remainder after taking is valued by a separate analysis of the property addressing physical characteristics, highest and best use, utility, and marketability.

The remainder after the taking is the same as the whole property, but with an area encumbered by the permanent easements. The remainder land area is 24.762 acres, including the part taken in the permanent easements totaling 14,053 square feet. The acquisition will result in an encumbrance of 1.3% of the whole property land area.

The permanent utility easements are located on the central portion of the tract adjacent to an existing access driveway to the subject and does not bisect the remainder property. Significant area exists on the remainder land and the highest and best use continues as light industrial or commercial.

The value of the remainder land after the taking is \$2,670,233, including the permanent utility easements. In the remainder after (after the imposition of the easement), the area encumbered by the permanent utility easement is valued at 25% of the fee simple value, or 25% of \$31,805 (12,722 SF x \$2.50/SF x 25%) or \$7,951. In the remainder after, the value of the land in the permanent utility easement is considered to be no more than 25% of the fee simple value of the land. The value of the permanent utility easement land after the imposition is \$832.

Land Within Permanent Utility Easement (Parcel 1)	12,722 SF	x	\$2.50	x	25%	=	\$	7,951
Land Within Permanent Utility Easement (Parcel 2)	1,331 SF	x	\$2.50	x	25%	=	\$	832
Unencumbered Land	1,064,580 SF	x	\$2.50	x	100%	=	\$	2,661,450
Total Land	1,078,633 SF						\$	2,670,233

Refer to the subsequent exhibits, which illustrate the proposed taking and other related data.

TOTAL COMPENSATION

The total compensation consists of the value of the permanent utility easements. Damages to the remainder are not supported.

Whole Property (Market Value)	\$	2,696,583	
Part Acquired - Permanent Easement			<u>\$ 26,350</u>
Remainder - Before Taking	\$	2,670,233	
Remainder - After Taking	\$	<u>2,670,233</u>	
Indicated Damages			<u>\$ 0</u>
Total Compensation			<u>\$ 26,350</u>

APPRAISER'S CERTIFICATE

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

I have no present or contemplated future interest in the real estate that is the subject of this appraisal report. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and in conformity with the rules of the Texas Real Estate Commission. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Texas Appraiser Licensing and Certification Board requires a program of continuing education for its licensed and authorized appraisers. As of the date of this appraisal, Richard McBride has completed the requirements of the continuing education program of the State of Texas. As of the date of this report, Richard McBride has completed the Standards and Ethics Education Requirements of the Appraisal Institute for Practicing Affiliates.

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. No other persons provided real property appraisal assistance to the person signing this certification. I certify that Richard McBride personally inspected the property appraised.

PYLES ★ WHATLEY CORPORATION



Richard McBride

State of Texas Certification #TX-1380335-G

QUALIFICATIONS OF APPRAISERS

RICHARD C. MCBRIDE

Appraisal assignments include retail centers, existing and proposed office buildings, commercial and industrial properties, and multi-family residential. Additional consulting assignments include condemnation and right-of-way work, and other various consulting assignments.

Experience

- ◆ Appraiser with Pyles Whatley Corporation since 2007, Partner since 2018
- ◆ Over thirteen years experience in electronics manufacturing industry in Process Development and Management.

Education

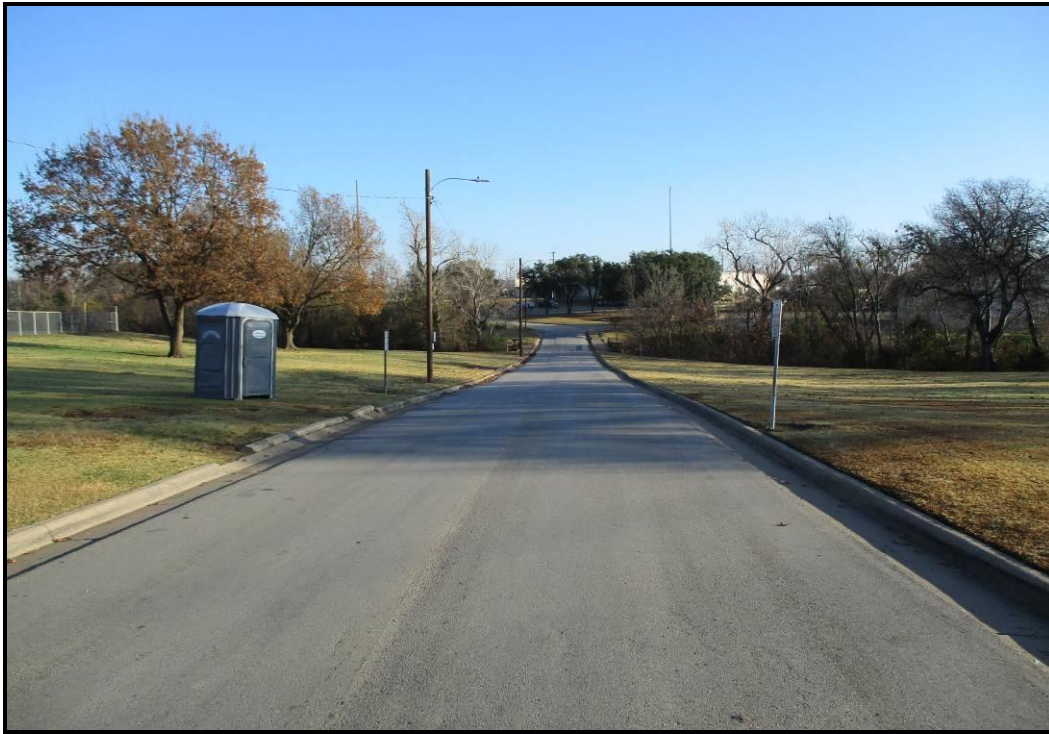
- ◆ Numerous Appraisal Courses offered by the Appraisal Institute
- ◆ Right-of-way courses offered by the International Right of Way Association
- ◆ Richland College, 1992-1994
 - Engineering
 - General studies

Professional

- ◆ Texas Appraiser Licensing and Certification Board
 - *Certified General Real Estate Appraiser #TX-1380335-G*
- ◆ Appraisal Institute
 - *Practicing Affiliate*
- ◆ International Right of Way Association, Chapter 36, Member

SUBJECT PHOTOGRAPHS

PHOTOGRAPHED DECEMBER 15, 2021



Looking northeast along entrance driveway to subject.



Looking northeast at subject from East Avenue B.

SUBJECT PHOTOGRAPHS



Looking northeast at proposed permanent utility easement 1.



Looking north along proposed permanent utility easement 1.

SUBJECT PHOTOGRAPHS



Looking northeasterly at proposed permanent utility easement 1.



Looking westerly at proposed permanent utility easement 1.

SUBJECT PHOTOGRAPHS



Looking southwesterly at proposed permanent utility easement 1.



Looking southeasterly at subject building from proposed permanent utility easement 1.

SUBJECT PHOTOGRAPHS



Looking northeast at proposed permanent utility easement 2 (existing station inside fence).



Looking northwesterly at proposed permanent utility easement 2.

SUBJECT PHOTOGRAPHS



Looking southwesterly at proposed permanent utility easement 2.



Looking northwesterly at proposed permanent utility easement 2.

SUBJECT PHOTOGRAPHS

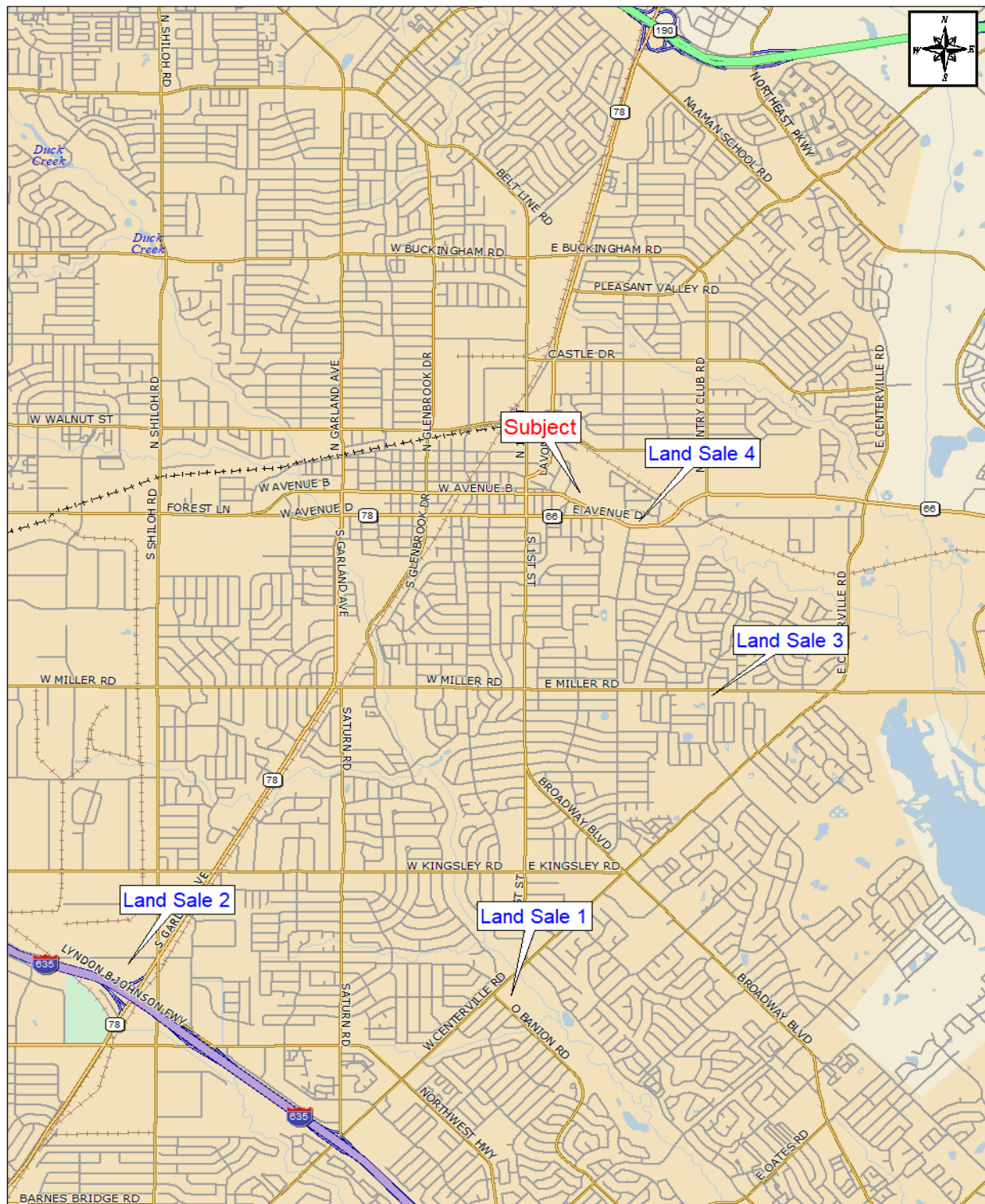


Looking northwesterly along East Avenue B, subject is to the right.



Looking southeasterly along East Avenue B, subject is to the left.

LAND SALES MAP



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 www.delorme.com

★
 MN (2.6° E)

0 1/4 1/2 3/4 1 1 1/4 mi
 Data Zoom 12-1

Land Sale No. 1



Location	300' N of O'Banion Road, 420' SE of Centerville Road Garland, Dallas County, Texas
Mapsco	DA-29A-S
Legal Description	Land in the John Little Survey, Abstract No. 761, Tract 50, Lot 1, Block 1, Wynne Commercial Addition, and Lot 2, Block 1, QT 901 Addition, Garland, Dallas County, Texas
Grantor	HGJG Ventures, LLC
Grantee	Ben Centerville Road, LLC
Date of Sale	February 5, 2021
Record Data	
Document No.	202100036151
Consideration	\$799,000
Conditions of Sale	Cash to the seller
Land Area	
Acres	10.759
Square Feet	468,662
Price Per SF	\$1.70
Zoning	AG, Agricultural
Comments	The tract is irregularly shaped and does not front any roadway, but is accessible via an access easement to O' Banion Road. Water, sewer, electric, and telephone are available. An estimated 99% of the property is located in the floodplain, Zone AE. The tract was purchased for expansion of a landscape company.

Land Sale No. 2



Location	S/s of McCree Road, 450' W of S. Garland Avenue Garland, Dallas County, Texas
Mapsco	DA-29-S
Legal Description	Lot 1, Block 1, Massey Auto Center Addition, Garland, Dallas County, Texas
Grantor	Doherty Holdings Twelfth, LLC
Grantee	RRREI Limited Partnership
Date of Sale	November 12, 2019
Record Data	
Document No.	201900305146
Consideration	\$1,275,000
Conditions of Sale	Cash to the seller
Land Area	
Acres	5.40
Square Feet	235,224
Price Per SF	\$5.42
Zoning	PD 03-64, Industrial
Comments	The tract is rectangularly shaped and fronts McCree Road for 554 feet. Water, electric, sewer, and telephone are available. The property is not located in the floodplain. The tract was purchased as an investment.

Land Sale No. 3



Location	SE/c of Miller Road and Country Club Road Garland, Dallas County, Texas
Mapsco	DA-29A-G
Legal Description	Lot 1, Block 5, Creek Valley No. 1 Addition, Garland, Dallas County, Texas
Grantor	Michael Roberts and Carla Roberts
Grantee	Ameri Properties, Inc.
Date of Sale	August 15, 2019
Record Data	
Document No.	201900215185
Consideration	\$285,000
Conditions of Sale	Cash to the seller
Land Area	
Acres	3.138
Square Feet	136,704
Price Per SF	\$2.08
Zoning	PD 85-52, Commercial
Comments	The tract is rectangularly shaped and fronts Miller Road for 615 feet and Country Club Road for 200 feet. Water, electric, sewer, and telephone are available. The property is not located in the floodplain.

Land Sale No. 4



Location	N/s of Highway 66 at Dairy Road Garland, Dallas County, Texas
Mapsco	DA-29A-B
Legal Description	Lot 1, Block 1, Rainbow Commercial Addition, Garland, Dallas County, Texas
Grantor	Model Prayer Ministries
Grantee	Dazzling Builders & Financial Services, Inc.
Date of Sale	April 17, 2018
Record Data	
Document No.	201800100029
Consideration	\$68,000
Conditions of Sale	Cash to the seller
Land Area	
Acres	1.019
Square Feet	44,388
Price Per SF	\$1.53
Zoning	CR, Community Retail
Comments	The tract is irregularly shaped and fronts Highway 66 for 450 feet. Water, sewer, electric, and telephone are available. An estimated 5% of the property is located in the floodplain, Zone AE, along the northern boundary. The tract was purchased as an investment.

PARCEL SKETCH/LEGAL DESCRIPTION

**NORTH TEXAS MUNICIPAL WATER DISTRICT
REGIONAL WATER SYSTEM
METER VAULT STANDARDIZATION,
SET-POINT CONTROL IMPLEMENTATION, PHASE II
PROJECT NO. 101-0338-13**

**PERMANENT UTILITY EASEMENT
OWNER OF PARENT TRACT: CITY OF GARLAND
WILLIAM TURNER SURVEY, ABSTRACT NO. 1483
DALLAS COUNTY, TEXAS**

BEING a 0.2921-acre tract of land situated in the William Turner Survey, Abstract No. 1483, Dallas County, Texas, and being a portion of Lot 3, Block 2 of the Replat G.P. & L. Addition, Lots 1R, 3 and 4, Block 2, an addition to the City of Garland, Dallas County, Texas, as recorded under Volume 2002117, Page 125 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS" at an interior corner of said Lot 3, same being an interior corner of Lot 1R1, Block 2, of the G.P. & L. Addition 3RD Replat, Lots 1R1 and 5, Block 2, an addition to the City of Garland, Dallas County, Texas, as recorded under Document no. 201000022900, of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.);

THENCE, along the common line of said Lot 3 and said Lot 1R1 the following;

South 45 degrees 52 minutes 22 seconds East, a distance of 69.18 feet to a 1/2 iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS";

South 43 degrees 49 minutes 43 seconds West, a distance of 33.13 feet to a point for corner;

South 46 degrees 10 minutes 56 seconds East, a distance of 40.15 feet to a 1/2 iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS";

North 44 degrees 23 minutes 42 seconds East, a distance of 32.91 feet to a point for corner from which a 1/2 inch iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS" bears North 44 degrees 23 minutes 42 seconds East a distance of 30.14 feet and South 46 degrees 36 minutes 55 seconds East a distance of 203.17 feet;

THENCE, over and across said Lot 3 the following;

South 45 degrees 52 minutes 22 seconds East, a distance of 50.13 feet to a point for corner;

South 43 degrees 54 minutes 27 seconds West, a distance of 40.49 feet to a point for corner;

North 45 degrees 08 minutes 24 seconds West, a distance of 10.00 feet to a point for corner;

THENCE, South 44 degrees 59 minutes 24 seconds West, a distance of 9.97 feet to a point for corner and being the beginning of a curve to the right having a central angle of 88 degrees 58 minutes 31 seconds, a radius of 48.50 feet, subtended by a 67.97 foot chord which bears South 89 degrees 28 minutes 39 seconds West,

Along said curve to the right an arc distance of 75.32 feet to a point for corner;

PARCEL SKETCH/LEGAL DESCRIPTION

North 46 degrees 02 minutes 05 seconds West, a distance of 33.28 feet to a point for corner and being the beginning of a non-tangent curve to the left having a central angle of 93 degrees 37 minutes 09 seconds, a radius of 26.04 feet, subtended by a 37.96 foot chord which bears South 84 degrees 41 minutes 06 seconds West;

Along said curve to the left an arc distance of 42.54 feet to a point for corner and being the beginning of a non-tangent curve to the left having a central angle of 35 degrees 30 minutes 14 seconds, a radius of 158.12 feet, subtended by a 96.42 foot chord which bears North 17 degrees 25 minutes 19 seconds East;

THENCE, along said curve to the left an arc distance of 97.98 feet to a point for corner;

North 00 degrees 04 minutes 13 seconds West, a distance of 29.49 feet to a point for corner;

South 89 degrees 55 minutes 47 seconds East, a distance of 28.41 feet to the **POINT OF BEGINNING** and **CONTAINING** 12,722 Square Feet or 0.2921 of an Acre of land, more or less.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (2011). All distances are surface values and can be converted to grid values by dividing by the combined scale factor of 1.000143641.

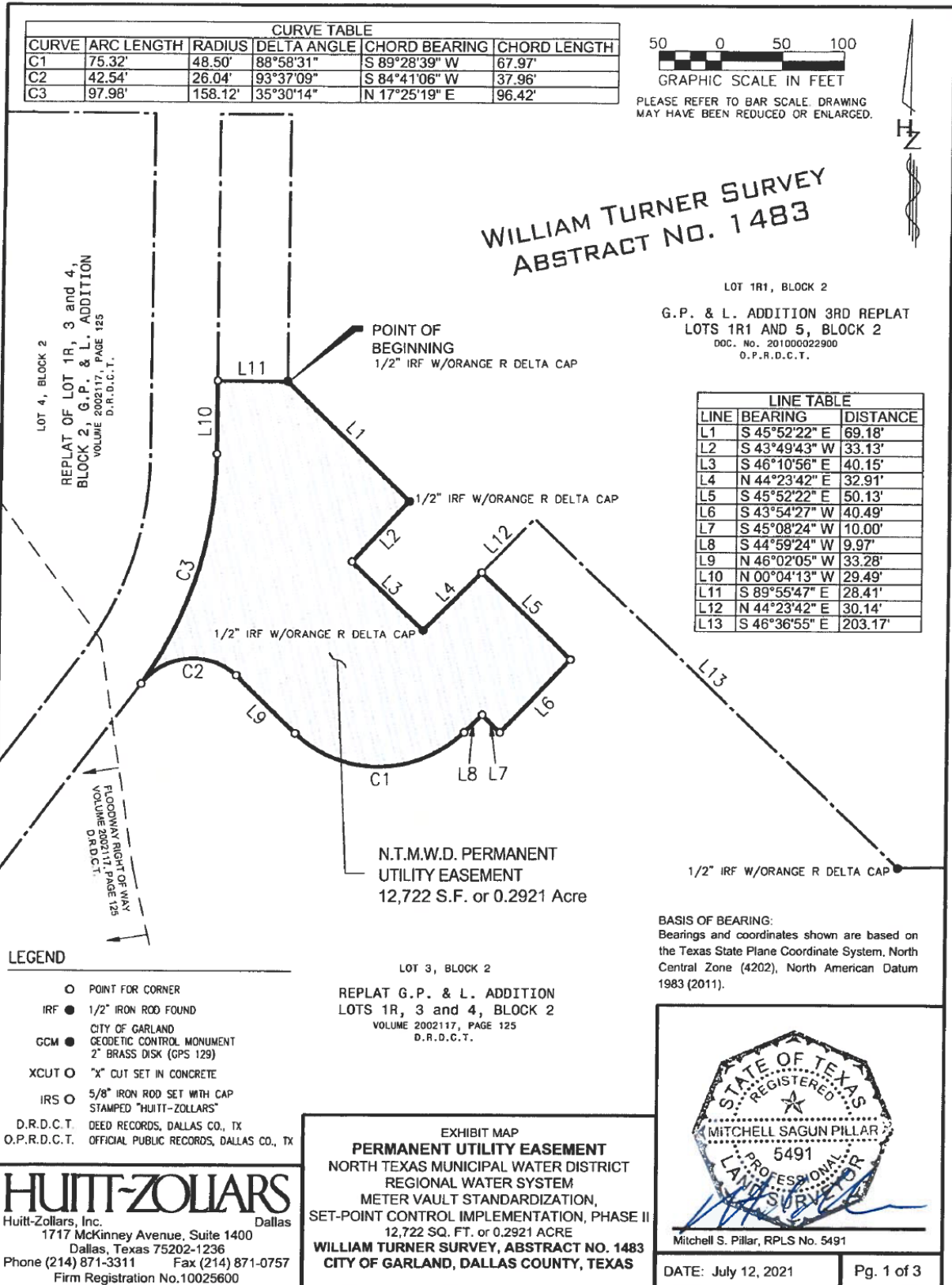
For Huitt-Zollars, Inc.



Mitchell S. Pillar, Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
Firm Registration No. 10025600
5430 Lyndon B. Johnson Freeway, Suite 1500
Dallas, Texas 75240-2675
Date: July 12, 2021



PARCEL SKETCH/LEGAL DESCRIPTION



DWG: J:\Survey\30714101 - NTMWD\Garland Site\dwg\NTMWD-Garland Utility Easement 2.dwg

NTMWD PROJECT NO. 101-0338-13

PARCEL SKETCH/LEGAL DESCRIPTION

**NORTH TEXAS MUNICIPAL WATER DISTRICT
REGIONAL WATER SYSTEM
METER VAULT STANDARDIZATION,
SET-POINT CONTROL IMPLEMENTATION, PHASE II
PROJECT NO. 101-0338-13**

**PERMANENT UTILITY EASEMENT
OWNER OF PARENT TRACT: CITY OF GARLAND
WILLIAM TURNER SURVEY, ABSTRACT NO. 1483
DALLAS COUNTY, TEXAS**

BEING a 0.0306-acre tract of land situated in the William Turner Survey, Abstract No. 1483, Dallas County, Texas, and being a portion of Lot 1R1, Block 2 of the G.P. & L. Addition 3rd Replat Lots 1R1 and 5, Block 2, an addition to the City of Garland, Dallas County, Texas, as recorded under Instrument No. 201000022900 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS" at an interior corner of said Lot 1R1, same being an interior corner of Lot 3, Block 2, of Replat G.P. & L. Addition Lots 1R, 3 and 4, Block 2, an addition to the City of Garland, Dallas County, Texas, as recorded under Volume 2002117, Page 125, of the Deed Records of Dallas County, Texas (D.R.D.C.T.);

THENCE, along the common line of said Lot 1R1 and said Lot 3, South 45 degrees 52 minutes 22 seconds East, a distance of 69.18 feet to a 1/2 inch iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS" at an interior corner of said LOT 1R1 and being the **POINT OF BEGINNING**;

THENCE, over and across said Lot 1R1, South 45 degrees 52 minutes 22 seconds East, a distance of 40.48 feet to a point for corner on an interior line of said Lot 1R1 from which a 1/2 inch iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS" bears North 44 degrees 23 minutes 42 seconds East a distance of 30.14 feet and South 46 degrees 36 minutes 55 seconds East a distance of 203.17 feet;

THENCE, along the common line of said Lot 1R1 and said Lot 3 the following;

South 44 degrees 23 minutes 42 seconds West, a distance of 32.91 feet to a 1/2 inch iron rod found with orange plastic cap stamped "R-DELTA ENGINEERS";

North 46 degrees 10 minutes 56 seconds West, a distance of 40.15 feet to a point for corner;

North 43 degrees 49 minutes 43 seconds East, a distance of 33.13 feet to the **POINT OF BEGINNING** and **CONTAINING** 1,331 Square Feet or 0.0306 of an Acre of land, more or less.

PARCEL SKETCH/LEGAL DESCRIPTION

Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (2011). All distances are surface values and can be converted to grid values by dividing by the combined scale factor of 1.000143641.

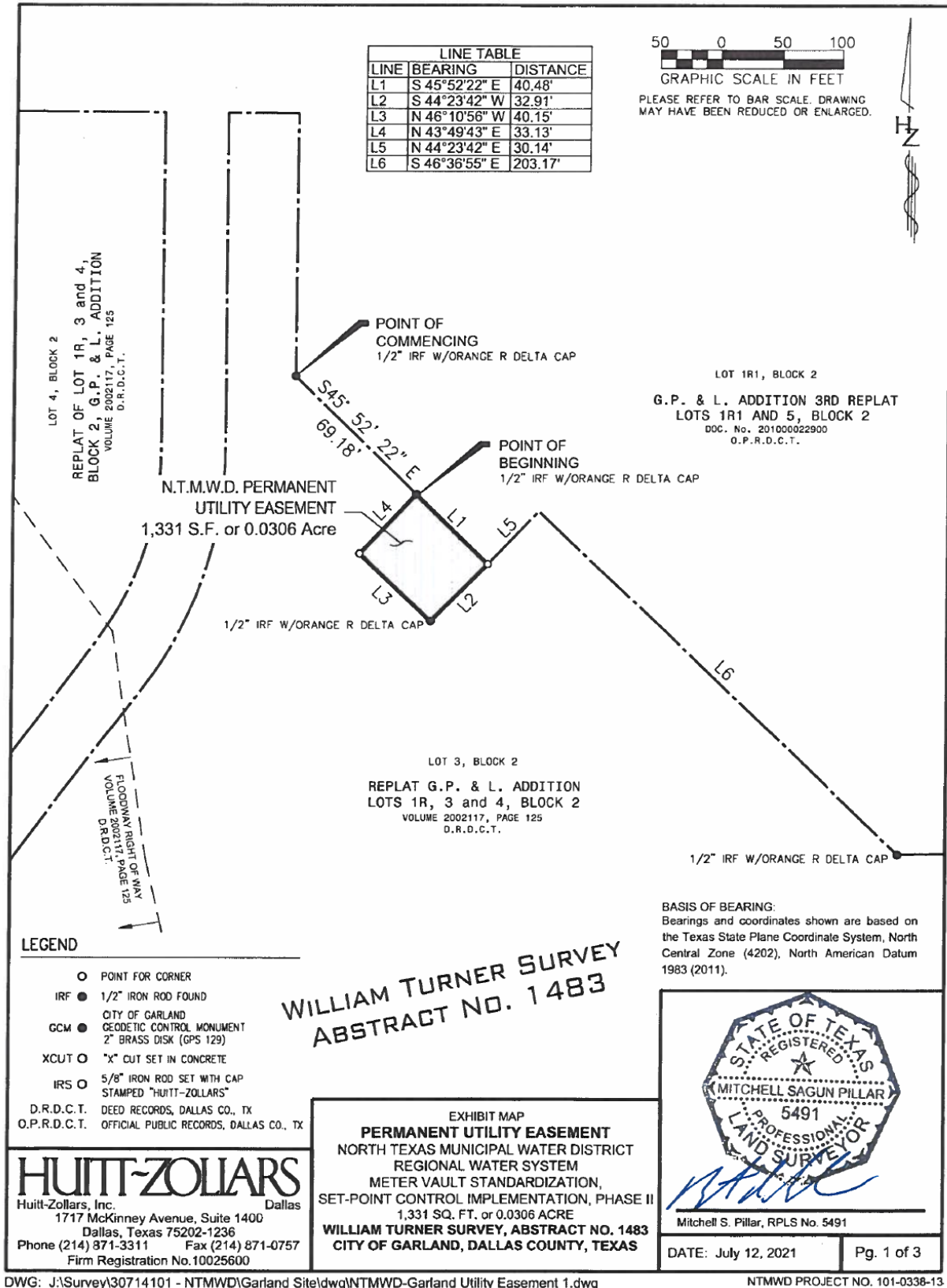
For Huitt-Zollars, Inc.



Mitchell S. Pillar, Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
Firm Registration No. 10025600
5430 Lyndon B. Johnson Freeway, Suite 1500
Dallas, Texas 75240-2675
Date: July 12, 2021



PARCEL SKETCH/LEGAL DESCRIPTION



TAX INFORMATION

Commercial Account #26250600020030000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2022)

Address: 525 E AVE B
Market Area: 0
Mapsc0: 19A-W (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

Legal Desc (Current 2022)

1: G P & L REPLAT
2: BLK 2 LT 3 ACS 6.284
3:
4: VOL78104/2368 CO-DC
5: 2506000200300 32625060002
Deed Transfer Date: 11/11/1900

Electronic Documents (ENS)



[Print Homestead Exemption Form](#)

Owner (Current 2022)

GARLAND CITY OF
PO BOX 469002
GARLAND, TEXAS 750469002

Multi-Owner (Current 2022)

Owner Name	Ownership %
GARLAND CITY OF	100%

Value

2021 Certified Values	
Improvement:	N/A
Land:	+ N/A
Market Value:	= N/A
Revaluation Year:	N/A
Previous Revaluation Year:	N/A

Improvements (Current 2022)

#	Desc: RECREATION BUILDING	Total Area: 100 sqft	Year Built: 1970
1	Construction Construction: C-MASONRY, BLOCK, TILT-WALL Foundation (Area): CONCRETE SLAB (100 sqft) Net Lease Area : 100 sqft # Stories: 2 # Units: 0 Basement (Area): NONE Heat: CENTRAL PARTIAL A/C: CENTRAL A/C	Depreciation Physical: 77% Functional: + 0% External: + 0% Total: = 77% Quality: GOOD Condition: GOOD	Appraisal Method COST

Land (2021 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL IMPROVEMENTS	MEDIUM INDUSTRIAL DISTRICT	0	0	273,731,0000 SQUARE FEET	STANDARD			N/A	N

* All Exemption information reflects 2021 Certified Values. *

Exemptions (2021 Certified Values)

This property is tax exempt.

Estimated Taxes (2021 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	GARLAND	GARLAND ISD	DALLAS COUNTY	DALLAS COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.756965	\$1.2563	\$0.237946	\$0.12351	\$0.255	N/A
Taxable Value	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$0.00

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property, [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

TAX INFORMATION

Commercial Account #26250600021R10000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2022)

Address: 638 E WALNUT ST
Market Area: 0
Mapsc0: 19A-W (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

Legal Desc (Current 2022)

1: G P & L 3RD REPLAT
2: BLK 2 LT 1R1 ACS 18.478
3:
4: VOL78104/2368 CO-DC
5: 2506000201R00 2CG25060002
Deed Transfer Date: 11/11/1900

Electronic Documents (ENS)



[Print Homestead Exemption Form](#)

Owner (Current 2022)

GARLAND CITY OF
PO BOX 469002
GARLAND, TEXAS 750469002

Multi-Owner (Current 2022)

Owner Name	Ownership %
GARLAND CITY OF	100%

Value

2021 Certified Values	
Improvement:	N/A
Land:	+ N/A
Market Value:	= N/A
Revaluation Year:	N/A
Previous Revaluation Year:	N/A

Improvements (Current 2022)

#	Desc: GOVERNMENTAL BUILDING	Total Area: 100 sqft	Year Built: 0
1	Construction	Depreciation	Appraisal Method
	Construction: D-WOOD FRAME	Physical:	COST
	Foundation (Area): CONCRETE SLAB (100 sqft)	Functional: + 0%	
	Net Lease Area : 100 sqft	External: + 0%	
	# Stories: 1	Total: = 0%	
	# Units: 0	Quality: GOOD	
	Basement (Area): NONE	Condition: GOOD	
	Heat: CENTRAL HEAT		
	A/C: CENTRAL A/C		

Land (2021 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL IMPROVEMENTS	MEDIUM INDUSTRIAL DISTRICT	0	0	804,902,0000 SQUARE FEET	STANDARD			N/A	N

* All Exemption information reflects 2021 Certified Values. *

Exemptions (2021 Certified Values)

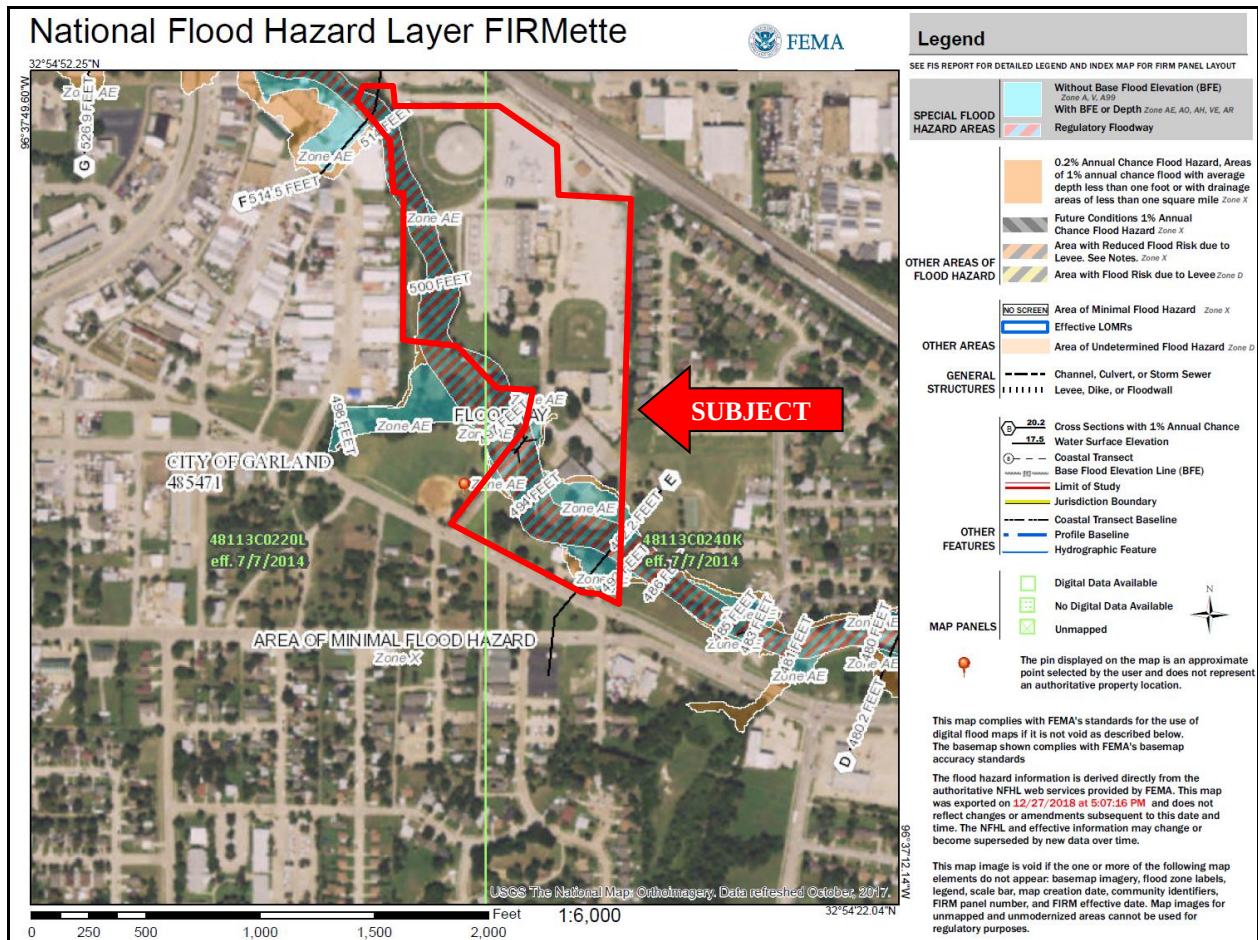
This property is tax exempt.

Estimated Taxes (2021 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	GARLAND	GARLAND ISD	DALLAS COUNTY	DALLAS COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.756965	\$1.2563	\$0.237946	\$0.12351	\$0.255	N/A
Taxable Value	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$0.00

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property, [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc.,** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.



Source: FEMA

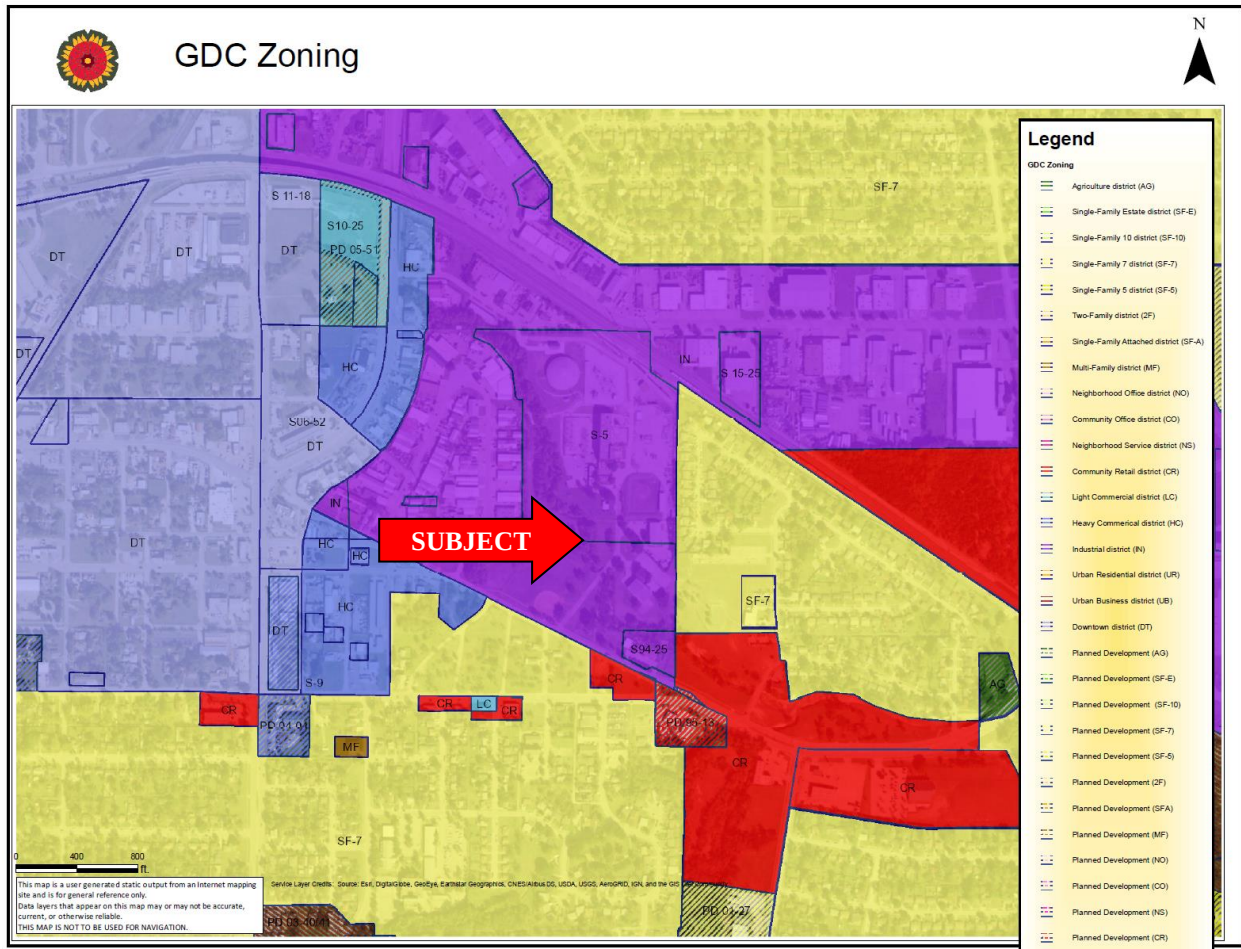


Source: Google maps

Red line shows approximate subject property boundary.

Blue line shows approximate location of the permanent utility easement 1.

Orange line shows the approximate location of the permanent utility easement 2.



Source: City of Garland

Section 2.47 IN, Industrial District

(A) Purpose. The Industrial (IN) district is intended to provide for a wide range of industrial uses that are generally not compatible adjacent to residential neighborhoods and may or may not be compatible with some nonresidential uses. Such uses include manufacturing, processing, assembling, research and development, and warehousing and distribution. The Industrial district also accommodates support services for industrial development such as office, commercial, personal and professional services, and limited retail activities. The Industrial district regulations are designed to ensure compatibility among the various uses allowed in the district, and to protect adjacent non-industrial development from potentially incompatible uses and conditions.

(B) Allowed Uses. All allowed uses (whether by right or by SUP) in the IN district are indicated within the Land Use Matrix, Article 5 of this Chapter 2.

(C) Shared, Off-Site and Reduced Parking. Shared, off-site, and reduced parking within a IN district must be in compliance with Section 4.20 in Article 2, Chapter 4 of this GDC.

(Ordinance 6773 adopted 5/19/15)

Table 2-5 - Nonresidential District Standards

		Minimum Yard Setbacks								
District	Minimum Lot Area	Adjacent to Street			Not Adj./ Street (Side and Rear)	Min. Width	Lot Depth	Min. Lot Coverage	Max. FAR	Max. Height
	Maximum Lot Area	Front	Side	Rear						
NO	Min: none Max: 3 acres	25'	20'	25'	none, except 20' when adjacent to residential district	none	none	40%	none	1 story (max. 16'), except pitched roofs may be 20'
CO	Min: none Max: none	1-2 stories: 25'	1-2 stories: 20'	1-2 stories: 25'	30' in height or less: none, except 20' when adjacent to residential district	none	none	none	none	Any legal height, subject to yard provisions in Section 2.43
		over 2 stories: see Section 2.41(B)(1)b			above 30' in height: see Section 2.41(B)(1)b					
NS	Min: none Max: 3 acres	25'	20'	25'	none, except 20' when adjacent to residential district	none	none	40%	none	1 story (max. 16'), except pitched roofs may be 20'
CR	Min: none Max: none	30'	20'	30'	none, except 20' when adjacent to residential district	none	none	40%	none	35'
LC	Min: none Max: none	30'	20'	20'	none, except 20' when adjacent to residential district	none	none	50%	none	35'
HC	Min: none Max: none	30'	20'	20'	none, except 20' when adjacent to residential district	none	none	50%	none	35'
IN	Min: none Max: none	1-2 stories: 30'	1-2 stories: 20'	1-2 stories: 30'	30' in height or less: none, except 20' when adjacent to residential district	none	none	60%	2:1	Any legal height, subject to yard provisions in Section 2.47
		over 2 stories: see Section 2.41(B)(1)b			above 30' in height: see Section 2.41(B)(1)b					



GARLAND POLICY REPORT

City Council Work Session Agenda

3. k.

Meeting Date: February 28, 2022
Item Title: Police Contact Data Report 2021
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

In accordance with the Texas “Racial Profiling” statute (Texas Code of Criminal Procedure Article 2.131 through 2.138), the Garland Police Department has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling since the implementation of the statute in 2002. In accordance with the law, the Police Department is required to submit this report to the City Council by March 1st of each year for the data from the previous calendar year.

OPTIONS

For discussion purposes only. No action is required by City Council.

RECOMMENDATION

Staff recommends that the City Council accepts the report as submitted.

BACKGROUND

Chapter 2 of the Texas Code of Criminal Procedure includes a prohibition of “racial profiling” by peace officers. It requires law enforcement agencies to adopt a detailed written policy on racial profiling, and implement a process by which an individual may file a complaint if the individual believes that a police officer engaged in racial profiling with respect to that individual. In addition, the statute requires, among other things, that the department provide public education relating to the agency’s complaint process.

The Code of Criminal Procedure Article 2.131 – 2.138 requires all agencies to report racial profiling data to the Texas Commission on Law Enforcement (TCOLE) as well as to their “governing body” (City Council).

The Garland Police Department has met all the requirements related to policies, procedures and reporting requirements related to Racial Profiling.

Attachments

Racial Profiling General Order
Racial Profiling Complaint Summary
Traffic Stops 2021

RACIAL PROFILING

General Order # 20.08

Issued: December 31, 2001

Revised: December 12, 2017



- I. **PURPOSE:** The purpose of this policy is to unequivocally state that racial and ethnic profiling in law enforcement are totally unacceptable, to provide guidelines for officers to prevent such occurrences, and to protect our officers when they act within the dictates of the law and policy from unwarranted accusations.
- II. **DEFINITIONS:**
 - A. **Racial Profiling** - a law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
 - B. **Reasonable Suspicion** - also known as articulable suspicion. Suspicion that is more than a mere hunch, but is based on a set of articulable facts and circumstances that would warrant a person of reasonable caution in believing that an infraction of the law has been committed, is about to be committed, or is in the process of being committed, by the person or persons under suspicion. This can be based on the observations of a police officer combined with his or her training and experience, and/or reliable information received from credible outside sources.
 - C. **Acts Constituting Racial Profiling** - are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based upon an individual's race, ethnicity, national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
 - C. **Race or Ethnicity** - means of a particular descent, including Alaska native or American Indian, Asian or Pacific Islander, black, white, and Hispanic or Latino.
 - D. **Motor Vehicle Stop** - means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

III. POLICY:

It is the policy of the Garland Police Department to patrol in a proactive manner, to aggressively investigate suspicious persons and circumstances, and to actively enforce the motor vehicle laws, while insisting that citizens will only be stopped or detained when there exists reasonable suspicion to believe they have committed, are committing, or are about to commit, an infraction of the law. Racial Profiling by Garland Police Officers is totally unacceptable and is strictly prohibited in all areas, including traffic contacts, field contacts and in asset seizure and forfeiture efforts.

IV. COLLECTION OF INFORMATION:

- A. All motor vehicle stops will be recorded using departmentally approved audio and video equipment. (Reference General Order 30.17 Digital Video Evidence: Body-Worn Cameras, In-Car Cameras, & Interview Room Cameras)
- B. Every officer is required to record the following information, by either using a departmentally approved e-ticket writer or the department's racial profiling entry program, immediately after conducting a motor vehicle stop:
 - 1. The street address or approximate location of the stop.
 - 2. The initial reason for the stop.
 - 3. The physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - a. The person's gender; and
 - b. The person's race or ethnicity, as stated by the person or, if the person does not state the person's name or ethnicity, as determined by the officer to the best of the officer's ability.
 - 4. Whether a search was conducted and, if so whether the individual detained consented to the search.
 - 5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence,
 - 6. The reason for the search, including whether:
 - a. Any contraband or other evidence was in plain view;
 - b. Any probable cause or reasonable suspicion existed to perform the search; or
 - c. The search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle.
 - 7. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
 - 8. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged.

9. Whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop,
10. Whether the officer used physical force that resulted in bodily injury during the stop.

V. COMPLAINTS OF RACIAL PROFILING:

- A. Any person may file a complaint with the Internal Affairs Unit of the department if they feel they have been stopped or searched based on racial profiling, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because they have filed such a complaint.
- B. Any officer or supervisor contacted by a person who wishes to file such a complaint shall refer the person to the Internal Affairs Unit by providing the name and phone number of the Internal Affairs Unit supervisor. The officer or supervisor shall also obtain the name and phone number of the person making the complaint, if they will provide it, and forward this information to the Internal Affairs Unit supervisor.
- C. The Internal Affairs Unit shall investigate complaints of racial profiling in the same manner as other complaints. If a complaint involves a stop in which a mobile video or audio recording was made, a copy of the recording will be promptly provided to the police officer who is the subject of the complaint on written request of the officer to the Chief of Police. A copy of the video and audio or audio record of the stop will be maintained until final disposition of the complaint. The Internal Affairs Unit will report the findings of the investigation in writing along with recommendations for disciplinary action or changes in policy, training, or tactics to the Chief of Police.
- D. Any officer found to have engaged in racial profiling in violation of this policy would be subject to corrective disciplinary action up to and including termination.

VI. REVIEW PROCESS:

A sample of the digital video recordings made by officers assigned to uniformed enforcement units will be reviewed quarterly by their Lieutenant. The Lieutenant will review five (5) consecutive recordings for each of their assigned officers on a randomly selected date for evidence of racial profiling. The date will be selected by the Racial Profiling Review Captain. In the case of an officer with less than five (5) motor vehicle stops on the selected date, the Lieutenant will continue to review consecutive days until five (5) motor vehicle stops are reviewed for the officer. Should the consecutive review run past the last day of the quarter, the Lieutenant will go back to the first day of the quarter and proceed until five (5) recordings have been reviewed.

A video review worksheet will be completed for each officer reviewed. The reviewing Lieutenant will forward the completed video review worksheets to their Captain who will review them and forward them to the Racial Profiling Review Captain. The Racial Profiling Review Captain will ensure that all Lieutenants have completed worksheets on their personnel. The Racial Profiling Review Captain will forward the worksheets to the Chief of Police with a cover sheet indicating the quarter under review and the randomly selected date of review. If concerns of racial profiling are noted by reviewing Lieutenant(s), the Racial Profiling Review Captain will brief the Chief of Police.

An annual review of agency practices, including citizen concerns, will be conducted at the direction of the Chief of Police.

VII. TRAINING OF ENFORCEMENT PERSONNEL:

The Garland Police Department shall meet the educational requirements related to racial profiling in the Occupations Code Section 1701.253 and 1701.402, established by the Texas Commission on Law Enforcement (T.C.O.L.E.) and all other mandated training. The Garland Police Academy will incorporate training on the issue of racial profiling in conjunction with the Basic Academy and mandated "Cultural Diversity" training for in-service personnel.

VIII. PUBLIC EDUCATION:

The Garland Police Department shall provide written material, in English and Spanish, detailing the department's compliment and complaint process. The material shall be available in the lobby of the police building and through the Office of Internal Affairs. The department will periodically highlight the complaint process through use of its community access cable television program and through general mailings in conjunction with utility billing.

Tickets, citations, or warnings issued by the Garland Police Department shall include the compliment and complaint process, including the department's telephone number, mailing address, and e-mail address.

IX. ANNUAL REPORT TO THE STATE AND CITY:

By March 1st of each year, the Chief of Police shall submit an annual report to the City Council and the Texas Commission on Law Enforcement that includes the information gathered during motor vehicle stops.

X. PRIOR ORDERS:

From and after the effective date of this order, it shall be in full force and effect and shall govern the operations of this department with regard to its subject matter. Former orders, policies, directives and memoranda relating to the subject matter are hereby specifically revoked and they shall be of no force and effect from and after the date of issuance of this order.



Mitchel L. Bates
Chief of Police

Index As: Pedestrian Stop / Profiling
Profiling
Traffic Stop / Profiling

Garland Police Department

2021 Racial Profiling Complaint Summary

During the calendar year of 2021 the Garland Police Department Internal Affairs Division received and investigated zero (0) citizen complaints of racial profiling.

<u>Case #</u>	<u>*Contact</u>	<u>Race</u>	<u>Allegation</u>	<u>*Case Disposition</u>
---------------	-----------------	-------------	-------------------	--------------------------

* Contact Type

Traffic – Officer initiated contact of motorist

Pedestrian – Officer initiated contact of individuals not in vehicles

Call – Contact with citizens in response to reported incidents (not self-initiated)

* Case Disposition

Sustained – Allegation was true

Not Sustained – Not enough evidence to determine if incident occurred or not

Exonerated – Incident occurred but the officer's actions were justified

Unfounded – Allegation was without merit or false

Garland Police Department

Traffic Stop Data

January 1, 2021 to December 31, 2021



Total Traffic Stops 32,906

Gender

Male	20,674	62.8%
Female	12,232	37.2%

Race

Alaska Native / American Indian	279	0.8%
Asian / Pacific Islander	2,159	6.6%
Black	7,772	23.6%
Hispanic or Latino	12,096	36.8%
White	10,600	32.2%

Race Known Prior to Stop

Yes	545	1.7%
No	32,361	98.3%

Reason for Stop

Violation of Law	332	1.0%
Pre-existing Knowledge	418	1.3%
Moving Traffic Violation	29,161	88.6%
Vehicle Traffic Violation	2,995	9.1%

Location of Stop

City Street	30,987	94.2%
US Highway	549	1.7%
County Road	1,338	4.0%
Private Property or Other	32	0.1%

Was a Search Conducted

Yes	1,052	3.2%
No	31,854	96.8%

Reason for Search

Consent	423	1.3%
Contraband in Plain View	55	0.2%
Probable Cause	439	1.3%
Inventory	75	0.2%
Incident to Arrest	60	0.2%
No Search Conducted	31,854	96.8%

Was Contraband Discovered During Search

Yes	485	46.1%
No	567	53.9%

Description of Contraband

Drugs	129	26.6%
Currency	1	0.2%
Weapons	39	8.0%
Alcohol	71	14.6%
Stolen Property	2	0.4%
Other	243	50.1%

Result of the Stop

Arrest	275	0.8%
Citation	21,890	66.5%
Citation and Arrest	176	0.5%
Verbal Warning	7,046	21.4%
Written Warning	3,515	10.7%
Written Warning and Arrest	4	0.01%

Arrest Based On

Violation of Penal Code	283	62.2%
Violation of Traffic Law	27	5.9%
Violation of City Ordinance	1	0.2%
Outstanding Warrant	144	31.7%
Total Arrests	455	

Force Used Resulting in Injury

Yes	2	0.006%
No	32,904	99.9%



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. I.

Meeting Date: February 28, 2022

Item Title: Canceling the Election for Unopposed Candidates in Districts 1 and 4

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider an ordinance canceling the election to be held May 7, 2022 for unopposed candidates for Council Members for Districts 1 and 4; declaring each of the unopposed candidates for Council Members within those respective districts elected to office; ordering the City Secretary to post a copy of this ordinance at each polling place that would have been used in the election; and providing an effective date.

Council is requested to accept the Certification of Unopposed Candidates and approve an ordinance canceling the election for May 7, 2022, for Council Districts 1 and 4 in accordance with the Charter of the City of Garland and the laws of the State of Texas.

Recommendation/Action Requested and Justification

Consider an ordinance canceling the election to be held May 7, 2022 for unopposed candidates for Council Members for Districts 1 and 4; declaring each of the unopposed candidates for Council Members within those respective districts elected to office; ordering the City Secretary to post a copy of this ordinance at each polling place that would have been used in the election; and providing an effective date.

Council is requested to accept the Certification of Unopposed Candidates and approve an ordinance canceling the election for May 7, 2022, for Council Districts 1 and 4 in accordance with the Charter of the City of Garland and the laws of the State of Texas.

Attachments

Cancelling the Election for Unopposed Candidates

ORDINANCE NO.

AN ORDINANCE CANCELING THE ELECTION TO BE HELD MAY 7, 2022 FOR UNOPPOSED CANDIDATES FOR COUNCILMEMBERS FOR DISTRICTS 1 AND 4; DECLARING EACH OF THE UNOPPOSED CANDIDATES FOR COUNCILMEMBERS WITHIN THOSE RESPECTIVE DISTRICTS ELECTED TO OFFICE; ORDERING THE CITY SECRETARY TO POST A COPY OF THIS ORDINANCE AT EACH POLLING PLACE THAT WOULD HAVE BEEN USED IN THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 14, 2022, the City Council ordered an election to be held on May 7, 2022, to elect Councilmembers for Districts 1, 2, 4, and 5;

WHEREAS, the election is for officers of the City in which write-in votes may be counted only for names appearing on a list of write-in candidates and in which each candidate whose name is to appear on the ballot is unopposed, and no proposition is to appear on the ballot;

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed;

WHEREAS, the Mayor and the City Council have received the City Secretary's written certification that each of the candidates for Councilmember for Districts 1 and 4 is unopposed, a copy of which certification is attached hereto;

WHEREAS, in these circumstances, Chapter 2, Subchapter C of the Texas Election Code authorizes a governing body to declare each unopposed candidate elected to office and to cancel the election, thereby avoiding unnecessary expense; and

WHEREAS, Article XII, Section 1 of the Garland City Charter mandates that elections in such circumstances must be canceled;

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

Section 1

That the general election to elect Councilmembers for Districts 1 and 4 is hereby canceled.

Section 2

That the following candidates, who are unopposed for the May 7, 2022, general election are hereby declared elected to the respective office described below, subject to their taking the oath of office for the position and for the term to which they are hereby declared to be elected:

Councilmember, District 1: Jeff Bass

Councilmember, District 4: B.J. Williams

Section 3

That the City Secretary shall post a copy of this Ordinance at City Hall and at each polling place that would have been used in the election.

Section 4

That this Ordinance shall be and become effective upon its passage and approval.

PASSED AND APPROVED this the _____ day of March 2022.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. m.

Meeting Date: February 28, 2022
Item Title: Notice of Intent to Issue Certificates of Obligation
Submitted By: Matt Watson, Finance Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

On February 15, 2022, Council adopted the 2022 Capital Improvement Program (CIP), which contemplates a Certificate of Obligation (CO) bond sale in the amount of approximately \$31 million to fund a portion of the CIP. Council is asked to consider approving a notice of intent resolution at the March 1, 2022 Regular Meeting to provide legal authorization for the certificates. Approval of the notice of intent resolution will not obligate the City to issue debt and the total amount of issuance in the notice will match the CO funding requirements of the Council Adopted 2022 CIP.

OPTIONS

1. Consider approval of a notice of intent resolution on March 1, 2022 to meet the legal requirements for issuing certificates of obligation to fund a portion of the Adopted 2022 CIP and pay related issuance costs of approximately \$150,000.
2. Do not approve a funding source for a portion of the Adopted 2022 CIP.

RECOMMENDATION

This item is scheduled for formal consideration at the March 1, 2022 Regular Meeting.

BACKGROUND

The City Manager formally submitted the proposed CIP to Council at the Regular Meeting on January 18, 2022 and staff made copies of the proposed CIP available for public inspection and review the next day in libraries and the City Secretary's Office. The City Council held a Special Budget Work Session on January 22, 2022, to review the proposed program. In addition, a Public Hearing on the Proposed CIP was held on February 1, 2022. The 2022 Capital Improvement Program was adopted by Council on February 15, 2022 and requires the issuance of Certificates of Obligation. The CO's will fund approximately \$31 million in projects.

In compliance with City Council's Financial Policy, Certificates of Obligation debt is issued so the debt maturities are aligned with the useful lives of the capital improvements being funded. CO principal maturities range from 5 years to 20 years. CO's require approval by Council and publication of a notice of intention for issuance.

CONSIDERATION

Since neither cash nor voter authorized bonds are available to fund a portion of the 2022 CIP, staff requests the issuance of Certificates of Obligation. Based on information from the City's Financial Advisors, Hilltop Securities Inc., the proposed certificates of obligation can be sold at an estimated interest rate of 2.5% in the current interest rate environment. At this interest rate and assuming the adopted CIP requires approximately \$31 million in CO debt, the City will incur additional debt service (principal and interest payments) for the certificate of approximately \$4 million per year for fiscal years 2023 to 2027, approximately \$1.6 million per year for fiscal years 2028 to 2032, and approximately \$893,000 for fiscal years 2033 to 2042. The actual interest rate, annual debt service and issue costs will be finalized at the time of the bond sale (May 3, 2022). The Interest and Sinking debt service tax rate is not impacted as a result of this debt issuance.

Attachments

Notice of Intent Resolution

**THE STATE OF TEXAS
COUNTIES OF DALLAS, COLLIN AND ROCKWALL
CITY OF GARLAND**

1. The City Council of the City (the "City Council") convened in REGULAR MEETING ON THE 1ST DAY OF MARCH, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Eloyce René Dowl, City Secretary

RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO
ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF GARLAND; AND
PROVIDING FOR AN EFFECTIVE DATE

AYES: All members of the City Council shown present above voted "Aye," except as shown below:

ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City (or the Mayor Pro-tem in the absence of the Mayor) has approved and hereby approves the aforesaid Resolution; and that the Mayor (or the Mayor Pro-tem in the absence of the Mayor) and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the 1st day of March, 2022.

City Secretary

Mayor

(SEAL)

RESOLUTION NO. _____

A RESOLUTION
DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION
OF THE CITY OF GARLAND;
AND PROVIDING FOR AN EFFECTIVE DATE

THE STATE OF TEXAS
COUNTIES OF DALLAS, COLLIN AND ROCKWALL
CITY OF GARLAND

WHEREAS, it is deemed necessary and advisable that the Notice of Intention to Issue Certificates of Obligation be given as hereinafter provided; NOW, THEREFORE,

BE IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS THAT:

SECTION 1. Attached hereto is a form of "NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF GARLAND", the form and substance of which are hereby adopted and approved and made a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the Resolution authorizing the issuance of such Certificates of Obligation. And further that the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the Resolution authorizing the issuance of the Certificates of Obligation.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

THE STATE OF TEXAS
COUNTIES OF DALLAS, COLLIN AND ROCKWALL
CITY OF GARLAND

'
'
'

NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF GARLAND

THE CITY OF GARLAND, in the Counties of Dallas, Collin and Rockwall, Texas, hereby gives notice of its intention to issue CITY OF GARLAND CERTIFICATES OF OBLIGATION, in accordance with the Certificate of Obligation Act of 1971, as amended and codified, and other applicable laws, in the maximum principal amount of \$32,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred pursuant to contracts for the purchase, construction, renovation and acquisition of certain real and personal property, to wit: (a) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements; (b) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements; (c) constructing and improving streets, including related sidewalks, cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; (d) acquisition of vehicles and equipment for the fire, police, emergency medical technicians, streets and traffic control, facilities management, drainage, stormwater management, and parks and recreation departments and programs; (e) constructing, renovating, installing and equipping of buildings, streets and traffic control facilities, and public safety facilities for the police and fire departments, street department and Justice Complex; (f) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements for the City's sanitation department, including the landfill and transfer station and the acquisition of land and interests in land related thereto; (g) constructing, equipping and improving information management services systems; (h) acquiring, constructing, renovating, improving and equipping existing municipal buildings, including HVAC replacement, upgrade, roof replacement and safety upgrades; and (i) for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and said Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and a limited pledge of the net revenues derived by the City from the ownership and operation of the City's Water and Sewer System). The City Council of the City tentatively proposes to authorize the issuance of such Certificates of Obligation, in one or more series, at a meeting commencing at 7:00 p.m. on May 3, 2022, in the City Council room at the Garland City Hall, 200 N. Fifth Street, Garland, Texas. In the event that the City Council will be unable to meet at the Garland City Hall on May 3, 2022, the City will post on its website, www.garlandtx.gov, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for such Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for such Certificates of Obligation is February 15, 2042, and the estimated combined principal and interest required to pay such Certificates of Obligation to be authorized on time and in full is \$44,017,636.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes equal to \$255,600,000 in principal amount and \$314,977,802 in combined principal and interest required to pay such outstanding debt obligations on time and in full.

CITY OF GARLAND, TEXAS

By: Eloyce René Dowl, City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. n.

Meeting Date: February 28, 2022

Item Title: Bond Refunding - General Obligation Commercial Paper Notes & Certificates of Obligation

Submitted By: Matt Watson, Finance Director

Strategic Focus Areas: Sound Governance and Finances

ISSUE

Consider refunding approximately \$50 million of General Obligation Commercial Paper Notes, Series 2021 and approximately \$1.3 million Combination Tax & Revenue Certificates of Obligation, Series 2012 with General Obligation Refunding Bonds, Series 2022. The purpose of this transaction is to refund a portion of variable rate commercial paper notes and to generate debt service savings.

OPTIONS

1. Authorize staff to refund approximately \$50 million of General Obligation Commercial Paper Notes, Series 2021 and approximately \$1.3 million Combination Tax and Revenue Certificates of Obligation, Series 2012 with General Obligation Refunding Bonds, Series 2022.
2. Do not approve the refunding transaction.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 3, 2022 Regular Meeting.

BACKGROUND

Commercial Paper is a short-term debt instrument that is issued incrementally as funds are needed to finance the General Obligation Capital Improvement Program and has maturities ranging from 1 to 270 days. Interest is paid at each maturity date but principal is rolled to a new maturity date by issuing replacement commercial paper. This process continues until long-term debt is issued at a fixed rate to refinance the outstanding commercial paper. Due to current market conditions, staff and the City's Financial Advisor, Hilltop Securities, are recommending to refund approximately \$50 million of outstanding Commercial Paper into fixed rate long-term General Obligation debt.

In addition, the City of Garland has an opportunity to refund approximately \$1.3 million Combination Tax and Revenue Certificates of Obligation, Series 2012. This refunding will not extend the amortization of these bonds and will generate approximately \$66,000 in debt service savings between fiscal years 2023 and 2032. The exact amount of savings is subject to market conditions between now and the final pricing date of May 3, 2022.

CONSIDERATION

The Refunding Bonds will be fixed rate debt with a 20-year amortization period. The Bonds will have projected annual debt service payments of approximately \$3.4 million between 2023 and 2042 and a projected interest rate of 2.7%. The exact amount of annual debt service and the interest rate is subject to market conditions between now and the final pricing date of May 3, 2022.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. o.

Meeting Date: February 28, 2022

Item Title: Bond Refunding - Water and Sewer System Revenue Refunding Bonds and Commercial Paper Notes

Submitted By: Matt Watson, Finance Director

Strategic Focus Areas: Sound Governance and Finances

ISSUE

Consider refunding approximately \$45 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately \$4.7 million Water and Sewer System Revenue Bonds, Series 2012 with Water and Sewer System Revenue Refunding Bonds, Series 2022. The purpose of this transaction is to refund a portion of variable rate commercial paper notes with fixed rate long-term debt and to generate debt service savings.

OPTIONS

1. Authorize staff to refund approximately \$45 million of Water and Sewer System Commercial Paper Notes, Series 2015 and approximately \$4.7 million Water and Sewer System Revenue Bonds, Series 2012 with Water and Sewer Revenue Refunding Bonds, Series 2022.
2. Do not approve the refunding transaction.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 3, 2022 Regular Meeting.

BACKGROUND

The Water and Sewer System Commercial Paper Program finances various capital improvement projects for the Water and Sewer System. Funding capacity of this program is \$90 million. Due to current market conditions, the City of Garland has an opportunity to refund the \$45 million of variable rate commercial paper notes with fixed rate long-term Water and Sewer System Revenue Refunding Bonds.

In addition, due to current market conditions, the City of Garland has an opportunity to refund approximately \$4.7 million Water and Sewer System Revenue Bonds, Series 2012. This refunding will generate approximately \$242,000 in debt service savings between fiscal years 2022 and 2032. The exact amount of savings is subject to market conditions between now and the final pricing date of May 3, 2022.

CONSIDERATION

The Refunding Bonds will be fixed rate debt with a 20-year amortization period. The Refunding Bonds will have a projected annual debt service payments of approximately \$3.3 million between 2023 and 2042 and a projected interest rate of 2.8%. The exact amount of annual debt service and interest rate is subject to market conditions between now and the final pricing date of May 3, 2022.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: February 28, 2022

Item Title: LED Streetlight Conversion Project Update

Submitted By: Jonas Whitehead, GP&L Distribution Director

Summary of Request/Problem

Staff will update Council on the GP&L LED Street Light Conversion Project. This will include an updated timeline for the remainder of the project and an update of the budget associated with the project.

Recommendation/Action Requested and Justification

This is a verbal briefing for information purposes only.

Attachments

LED Conversion Project Update - 2022

LED Conversion Project

UPDATE 2022

Update Objectives

Summary of Overall Progress

Timeline for Remainder of Project

Summary of Overall Progress

Total Median Lights – 5,512

Total Residential Lights – 10,825

Total Lights – 16,337

Total Lights Converted to LED – 13,711

Overall Percentage Complete – 82%

Project Budget:

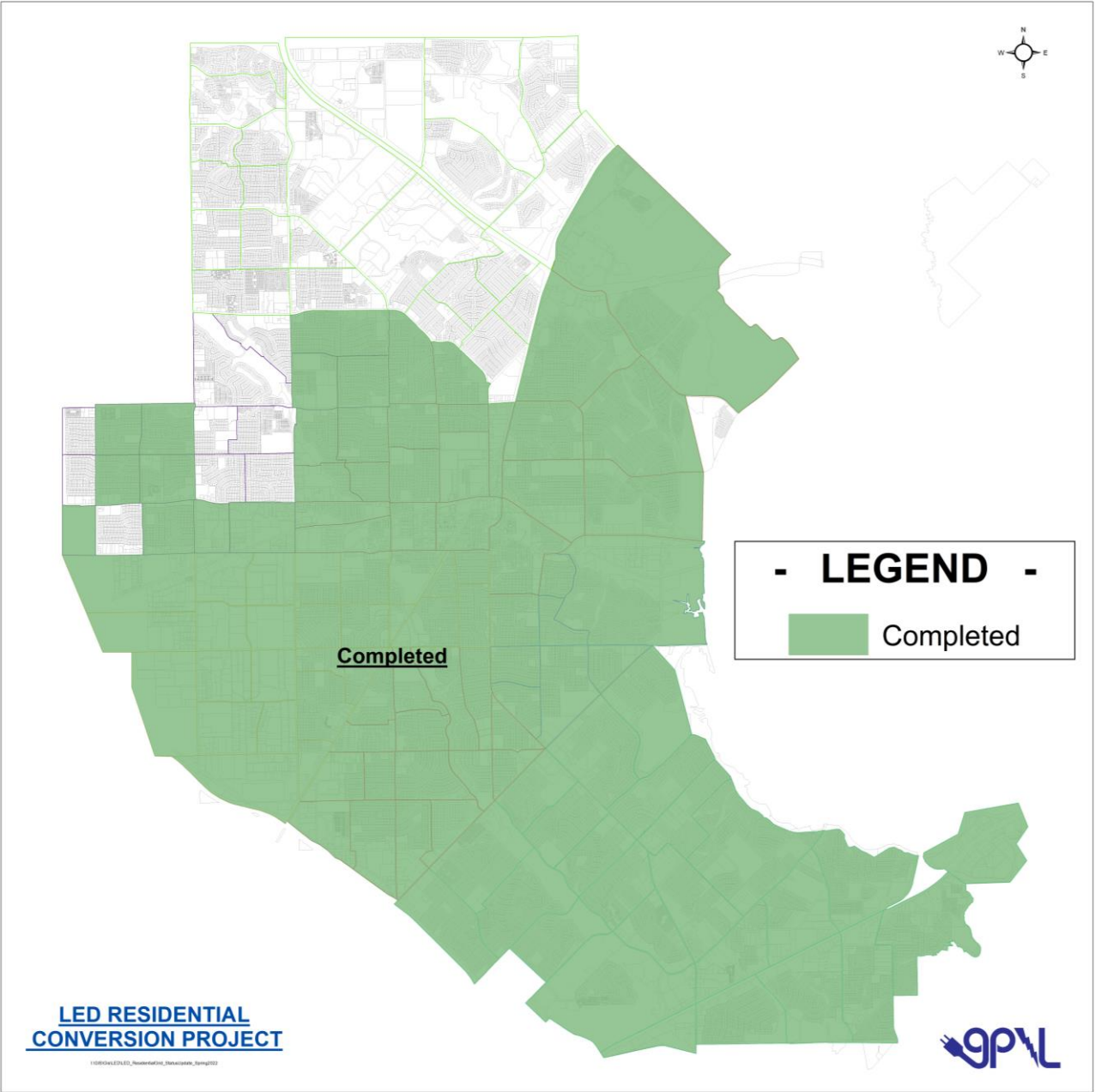
Original Estimated Project Cost (2014):

- \$19,713,880

Current Estimated Project Cost:

- \$18,337,580

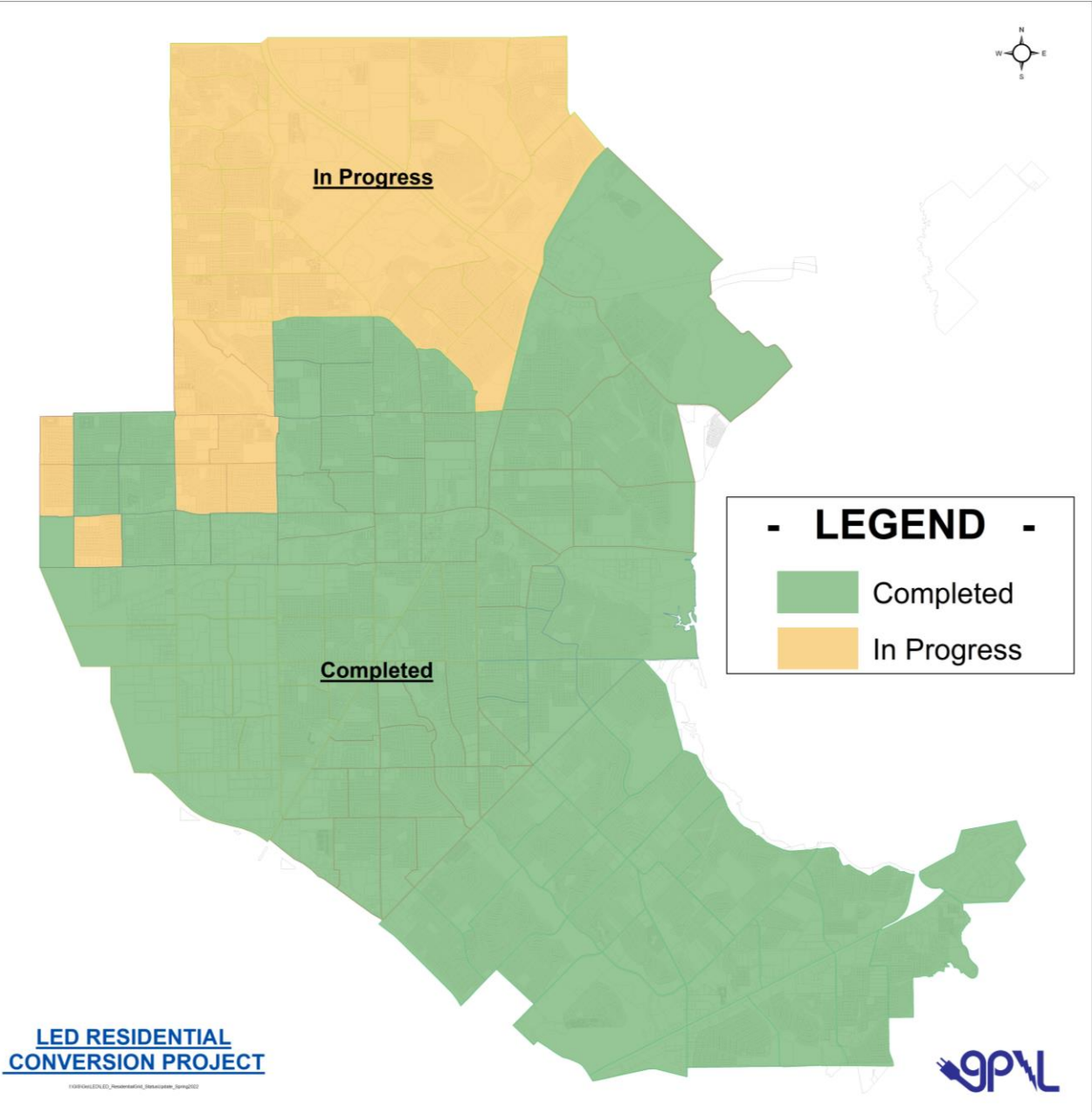
Completed as of 2021:
13,711 Lights



2022: In Progress
Median Lights – 679
Residential Lights – 1,937
Total Lights – 2,626

Includes: I-30, PGBT 190, Hwy 78

Anticipated Completion
December 2022



Questions?





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: February 28, 2022

Item Title: Consider Official Naming of Skatepark Facility within Rick Oden Park

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

In late 2021, Council gave direction for the various facility names. One of those was the naming of "The Garland Skate Park". Since that time, staff has been asked to revisit the name of the skate park to a more unique and marketable name.

For Council's consideration I have researched a variety skatepark names in Texas, U.S. and internationally as examples:

Texas skateparks:

Wylie Skatepark
North Houston Skatepark
Northeast Metro Skatepark
Bluebonnet Skatepark
John Valls Skatepark
House Park Skatepark
Community Skatepark
The Colony Skatepark
Wautauga Skatepark
Granbury Skatepark
Beaumont Skatepark
Jaws Skatepark
Boerne Skatepark
Fredericksburg Skatepark

National and international Skatepark names:

Skate Lab Skatepark – Florida
Vans Skatepark – California
Denver Skatepark – Denver Colorado
S.P.O.T. – Skatepark Of Tampa
Sarasota Skatepark – Florida
Kona Skatepark – Florida
Pecos Skatepark – Arizona
4Seasons Skatepark – Milwaukee Wisconsin

Louisville Extreme Park - Louisville Kentucky
The Black Pearl Skatepark – Cayman Islands
Le-Bowl Skatepark – France
Amazing Square Skatepark – Tokyo
Stoke Plaza Skatepark – England
The Level Skatepark – England

Recommendation/Action Requested and Justification

Staff will be prepared to discuss possible ideas and seeks guidance on the final naming or renaming of the skatepark facility within Rick Oden so that we may move forward with park infrastructure, plaques and signage.

Council may direct staff to leave the name as previously approved as "The Garland Skatepark", approve a new name, or take other action at Council's discretion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. c.

Meeting Date: February 28, 2022

Item Title: Transportation, Infrastructure and Mobility Committee Report

Summary of Request/Problem

Council Member Rich Aubin, Chair of the Transportation, Infrastructure and Mobility Committee, will provide a committee report on the following items:

- Traffic Control Devices - Implementation of New Speed Hump Design
- Updates on Committee discussions related to the Flood Buyout Program, Community Rating System, and Erosion Participation Program

Recommendation/Action Requested and Justification

Council discussion.
