

Work Session Room at City Hall
Monday, March 18, 2024
6 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Work Session Room at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

PUBLIC COMMENTS ON WORK SESSION ITEMS

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

CONSIDER THE CONSENT AGENDA

Council may ask for discussion or further information on any item posted in the consent agenda of the next Regular Meeting. Council may also ask that an item on the consent agenda be pulled and considered for a vote separate from the consent agenda at the next Regular Meeting. All discussions or deliberations are limited to posted agenda items and may not include new or unposted subject matter.

WRITTEN BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a written briefing.

1. Licensing, Permitting and Inspection Solution

Council is asked to consider approval of a contract to purchase software licensing for land management, licensing, permitting, and inspection software from Salesforce, and a corresponding contract to purchase the implementation services from Vivid GovTech for implementation of the software. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 19th regular meeting.

2. FY 2023-24 Budget Amendment No. 2

Council is requested to consider FY 2023-24 Budget Amendment No. 2, which is scheduled for formal consideration at the April 2, 2024, Regular Meeting. FY 2023-24 Budget Amendment No. 2 includes adjustments to the General Fund and Federal Coronavirus Relief and Recovery Fund appropriations to allocate American Rescue Plan Act funds according to Federal guidance.

3. Sale of Property at 600 Rayburn Street

Council is requested to consider approval of the sale of 600 Rayburn Street to Garland Housing Finance Corporation and provide an executed deed without warranty. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 2, 2024 Regular Meeting.

4. Reservation, Diversion, and Use of Raw Water Agreement with North Texas Municipal Water District

Council is requested to allow the City Manager to execute the Reservation, Diversion, and Use of Raw Water agreement with the North Texas Municipal Water District (NTMWD). This contract will allow the City of Garland to continue the receipt of 1,500 acre-feet per year of cooling water for the Garland Power & Light (GP&L) Ray Olinger Plant to be used for the turbine generators, auxiliary equipment and steam boilers.

5. Victim Assistance, First Responder Programs Grant Application FY25

Council is requested to consider approving an application and accepting grant funds, if awarded, for the Victim Assistance, First Responder Programs Grant to support first responders and support staff who experience trauma because of their profession.

VERBAL BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a verbal briefing.

6. Introduction of Ariel Traub, Managing Director of Legislative & Public Affairs

Mitch Bates, Deputy City Manager, will present Ariel Traub, Managing Director of Legislative & Public Affairs. She will lead the development, implementation, and administration of the city's legislative strategy and fostering positive intergovernmental relations.

7. Strategic Communications Plan and Community Survey

Staff will present Council with a proposed Strategic Communications Plan and Community Survey. Unless otherwise directed, a bid for the Strategic Communications Plan and will be scheduled for formal consideration at the March 19, 2024, Regular Meeting.

8. Administrative Services Committee Report

Chairperson Morris of the Administrative Services Committee, with the assistance of City Staff, will present Council with a Committee report.

ANNOUNCE FUTURE AGENDA ITEMS

A Council member, 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 of a committee of the City Council. No substantive discussion of that item will take place at this time.

EXECUTIVE SESSION

Council will adjourn into executive session pursuant to the following sections of the Texas Government Code, Sections:

The City Council will adjourn into executive session pursuant to Sections 551.071, 551.087, and 551.089 of the Texas Government Code to discuss or deliberate the following:

1. Economic development matters regarding commercial or financial information that the City has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the City in the vicinity of Holford Road and Arapaho Road with which the governmental body is conducting economic development negotiations and potential offers of a financial or other incentive to such business prospect (551.087); and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
2. The deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices (551.089) and attorney/client matters related to the same (551.071).

ADJOURN

All Work Sessions of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Tuesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CDs are \$1 each and DVDs are \$3 each).

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 to 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]*



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

1.

Meeting Date: 03/18/2024
Title: Licensing, Permitting and Inspection Solution
Submitted By: Mike Betz, Interim Managing Director
Strategic Focus Area: Customer-Focused City Services

Issue/Summary

The City is considering transitioning to the Salesforce platform, partnering with Vivid GovTech for implementation services, to provide the City's land management, licensing, permitting, and inspection solution.

Background

In May 2023, the City Council authorized the purchase of licensing of Clariti Software as a land management, licensing, permitting, and inspection software, and authorized the execution of a contract with Unisys as the Clariti software implementation partner. In the months that followed, the implementer was unable to timely provide firm pricing and implementation timing satisfactory to the City. This delayed the project significantly. The City ultimately determined that implementation of Clariti would not be a viable solution for the land management, licensing, permitting, and inspection software needs of the City. As a result, in February 2024, the City canceled the contracts with Clariti and Unisys and sought an alternative solution. The existing, licensing, permitting, and inspection software, Microsoft CRM, is no longer supported and at risk of imminent failure. Therefore, an alternate solution must be implemented.

A Budget Amendment to the FY 2023-24 Operating Budget will be brought to the City Council for consideration at a future date to appropriate an additional \$1,504,330 in the IT Project Fund for this software purchase and implementation. The additional appropriation will be funded through a one-time transfer from the General Fund, Sanitation Fund, and Customer Service Fund to the IT Project Fund as part of the FY 2023-24 Revised Operating Budget.

Consideration / Recommendation

In alignment with our commitment to enhance efficiency and effectiveness in City operations, staff recommends moving our land management, licensing, permitting, and related inspection software needs to the Salesforce platform by approving the contracts for Salesforce licensing and Vivid GovTech for implementation services. This transition signifies a strategic move towards modernization, offering enhanced functionalities, scalability, and integrative capabilities crucial for our evolving needs.

Salesforce offers several advantages to the City:

- **Enhanced Scalability and Flexibility:** Salesforce's cloud-based architecture readily accommodates the City's future growth and changing needs.
 - **System Customization:** Tailoring Salesforce to meet the specific needs of each Department while implementing best practices, contributing to long-term success.
 - **Improved User Experience:** Its intuitive interface simplifies tasks for staff, streamlining processes.
 - **Integration:** Salesforce integrates with existing City systems, eliminating data silos and fostering collaboration.
 - **Citizen Engagement:** Simplified public access to key City services and information enhances citizen and developer experiences with City staff.
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GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 03/18/2024
Title: FY 2023-24 Budget Amendment No. 2 (ARPA)
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Amend the 2023-24 Adopted Budget in order to appropriate available funds for the following:

- (1) Increase operating appropriations in the General Fund to support the Parks Capital Improvement Program.
- (2) Create an operating appropriation in the Federal Coronavirus Relief and Recovery Fund to reimburse payroll for eligible full-time positions from March 3, 2021, through December 31, 2026, using ARPA funds.

Background

At the Saturday, January 20, 2024, Special Budget Work Session, staff presented proposed changes to the City's Capital Improvement Program (CIP) and American Rescue Plan Act (ARPA) projects.

Recent ARPA guidance allows for a portion of ARPA funds to be utilized to reimburse payroll for 92 new full-time positions that were added to the City's Budget after March 3, 2021. The covered reimbursable period for these newly added full-time positions is March 3, 2021, through December 31, 2026. The 92 proposed positions to be reimbursed are included in Attachment A - ARPA Eligible Positions.

This strategy has been discussed with the City's External Auditors and meets Single Audit requirements and ARPA guidance. The total projected reimbursement of public sector payroll based on eligible positions is \$21,224,574. An annual operating appropriation will be established in the Federal Coronavirus Relief and Recovery Fund and is projected as follows: \$8,759,703 in the FY 2023-24 Revised Budget; \$5,407,341 in FY 2024-25; \$5,551,171 in FY 2025-26; and \$1,506,359 in FY 2026-27.

After December 31, 2026, ongoing General Fund revenues will be used to continue funding the 92 positions.

At the February 6, 2024, Regular Session, Council approved the 2024 CIP, which included proposed General Fund cash transfers to the Parks CIP, totaling \$20,202,978. An annual transfer from the General Fund to the Capital Improvement Fund to support the Parks Capital Improvement Program is proposed and projected as follows: \$8,759,703 in the FY 2023-24 Revised Budget; \$5,407,341 in FY 2024-25; and, \$6,036,934 in FY 2025-26.

The FY 2023-24 Budget Amendment No. 2 seeks to appropriate a transfer to the CIP from the General Fund in the amount of \$8,759,703 to support the Parks CIP and to create an operating appropriation of \$8,759,703 in the Federal Coronavirus Relief and Recovery Fund to reimburse payroll for 92 newly budgeted full-time positions for the period of March 3, 2021, through September 30, 2024, using ARPA funds.

A full list of ARPA-funded projects will be included as part of the Ordinance that is scheduled for adoption on Tuesday, April 2, 2024, as well as included in this staff report as Attachment B - ARPA Projects - Updated with 2024 CIP.

All projects originally identified by City Council for ARPA are being completed with various resources: ARPA, One-Time Cash, and/or Certificates of Obligation; and are included in the 2024 CIP.

Consideration / Recommendation

Options

- (A) Approve Budget Amendment No. 2 as proposed.
- (B) 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 April 2, 2024, Regular Meeting.

Attachments

Attachment A - ARPA Eligible Positions

Attachment B - ARPA Projects - Updated with 2024 CIP

Attachment A - ARPA Eligible Positions

Department	Position	Headcount
Animal Services	Adoption Specialist	2
Animal Services	Animal Care Technician	3
Animal Services	Animal Services Officer I	1
Animal Services	Veterinarian Technician	2
Building Inspection	Chief Building Inspector	1
City Attorney	Deputy Marshals	3
CityCare Clinic	Supervising Physician	1
Code Compliance	Grounds Attendant	1
Emergency Management	Department Coordinator I	1
Emergency Management	Director of Operations & Emergency Management	1
Engineering	Public Works Inspector I	1
Financial Services	Lead Payroll Coordinator	1
Fire	Firefighter	21
Fleet Services	Master Mechanic	2
Health	Senior Environmental Health Specialist	1
Human Resources	Benefits Coordinator	1
Human Resources	Human Resources Information Systems Manager	1
Human Resources	Recruiter	1
Human Resources	Senior Benefits Analyst	1
Information Technology	Application Programmer	1
Information Technology	Audio Visual Technician	1
Information Technology	Cyber Security Analyst	1
Information Technology	Desktop Systems Specialist	1
Information Technology	IT Project Manager	1
Information Technology	Senior Security Engineer	1
Landfill	Customer Service Representative II	2
Landfill	Heavy Equipment Operator I	3
Landfill	Landfill Operations Specialist	1
Library	Library Assistant	2
Municipal Court	Court Services Assistant	1
Parks	Aquatics Technician	1
Parks	Engagement / Activation Coordinator	1
Parks	Landscape Technician	2
Parks	Recreation Associate II	1
Parks	Recreation Services Specialist	1
Parks	Service Attendant	1
Parks	Volunteer Coordinator	1
Police	Detention Supervisor	1
Police	Mental Health Clinician	2
Police	Police Officer	4
Police	Police Supervisor	1

Attachment A - ARPA Eligible Positions

Department	Position	Headcount
Police	Program Manager	1
Police	Records Tech	1
Police	Social Media Investigative Analyst	1
Project Management	Associate Business Project Manager	1
Project Management	Department Representative II	1
Purchasing	Buyer	1
Real Estate Management	Department Coordinator I	1
Real Estate Management	Real Estate Management Director	1
Risk Administration	Risk Program Manager	1
Streets	Construction Inspection Supervisor	1
Transportation	Traffic Control Worker	3
Transportation	Traffic Signal Technician	2
Total		92



GARLAND
TEXAS MADE HERE

American Rescue Plan Act (ARPA) Projects – Updated with 2024 CIP

<u>Project Title</u>	<u>Total Budget</u>
Fire Station Bedrooms	\$ 996,186
UV HVAC Sanitation	117,247
Bisby Transmission Trail	1,852,694
Lake Ray Hubbard Greenbelt Trail	733,130
Central Park Walking Trail	2,326,636
Walter Reed Land Acquisition	4,011,254
101 W. Avenue D Land Acquisition	1,702,771
ARPA-Funded Sidewalk Replacement	921,779
Marion Drive Greenspace Project	2,504,724
Public Sector Staffing	20,202,978
Gatewood Drainage Study	204,230
Chaha Rd. - I.H. 30 to Lake Ray Hubbard Pkwy.	3,245,403
Callejo Road - Botello to Campbell	8,107,000
Naaman School Road - Brand to S.H. 78	6,587,962
Total ARPA Allocation	\$53,513,944



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 03/18/2024
Title: Sale of Property at 600 Rayburn Street
Submitted By: Corey Worsham, Tax Administrator
Strategic Focus Area: Vibrant Neighborhoods and
Commercial Centers
Sound Governance and Finances

Issue/Summary

Council is requested to consider an unsolicited offer from Garland Housing Finance Corporation related to the purchase of City-owned property obtained through a 1990 Sheriff's sale. Garland Housing Finance Corporation has presented an offer of \$3,000 for the property located at 600 Rayburn Street. If approved, the City will receive approximately \$1,771.05 in proceeds from this sale.

Background

The property was struck off to the City of Garland at the Dallas County Sheriff's Sale on January 2, 1990. In accordance with Section 34.05 of the Texas property tax code, the offer meets minimum bid requirements requiring no additional consent.

Consideration / Recommendation

The property has been held by the City of Garland since 1990. Pursuant to Section 34.05 of the Texas property tax code, it may be resold to a private entity with the approval of the governing body.

Staff recommend the City Council adopt a resolution approving the sale of 600 Rayburn Street to Garland Housing Finance Corporation. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 2, 2024 Regular Meeting.

Attachments

Resolution - 600 Rayburn
600 Rayburn - Offer
600 Rayburn - Map and Pic
600 Rayburn - Deed

RESOLUTION NO. _____

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

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 14th Judicial District Court of Dallas County, Texas in cause number TX88-40015, and

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

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

Section 1

That City does hereby consent to the sale of property commonly known as 600 Rayburn Street, situated in the City of Garland, County of Dallas, State of Texas to wit:

BEING ALL THAT CERTAIN NORTHEAST PART OF LOT 9 IN BLOCK A OF SOUTHERN GARDENS ADDITION TO THE CITY OF GARLAND, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 69219, PAGE 607 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

Section 2

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

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

February 5, 2024

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

Via electronic-mail

Re: Offer from Garland Housing Finance Corporation to purchase
600 Rayburn Street, Garland, Texas

Dear Mr. Worsham:

Garland Housing Finance Corporation has offered to purchase 600 Rayburn Street, Garland, Texas (BEING ALL THAT CERTAIN NORTHEAST PART OF LOT 9 IN BLOCK A OF SOUTHERN GARDENS ADDITION TO THE CITY OF GARLAND, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 69219, PAGE 607 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.) for \$3,000.00.

This property was sold at a Sheriff's Sale on January 2, 1990 pursuant to delinquent tax collection suit number 88-40015. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$3,000.00.

The property's most recent value according to the Appraisal District is \$30,000.00. The total judgment amount was \$4,241.48, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$2,012.00. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Douglas Burnside', with a long, sweeping horizontal line extending to the right.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	26555500010090000
Property address:	600 Rayburn Street
Cause No.:	88-40015
Judgment Date:	August 17, 1989
Sheriff's Sale Date:	January 2, 1990
Judgment amount:	GISD 1982-1988 taxes \$1,925.54 (51.6%)
	City 1982-1988 taxes \$1,023.17 (27.4%)
	County 1982-1988 taxes \$780.77 (21.0%)
Total Judgment for Taxes:	\$3,729.48
Court costs:	\$291.00
Sheriff's fees for sale:	\$55.00
Publication fees:	\$166.00
Total Costs:	\$512.00

Checks to be disbursed as follows:

1.	Dallas County District Clerk	\$291.00
2.	Dallas County Sheriff	\$55.00
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$166.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$271.05
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$510.11
7.	Dallas County (Pro-rata Judgment tax year distribution)	\$206.84
	TOTAL	\$3,000.00

600 Rayburn Picture and Map



DEED WITHOUT WARRANTY

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

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Housing Finance Corporation, 1675 W. Campbell Road, Garland, TX 75044** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **600 Rayburn Street**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**BEING ALL THAT CERTAIN NORTHEAST PART OF LOT 9
IN BLOCK A OF SOUTHERN GARDENS ADDITION TO THE
CITY OF GARLAND, TEXAS AND BEING MORE
PARTICULARLY DESCRIBED IN VOLUME 69219, PAGE 607
OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS. (the
"Property").**

This Deed Without Warranty is subject to:

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

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including,

without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

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

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause 88-40015 in the 14th Judicial District Court, Dallas County, Texas, and no more.

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

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

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2024.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2024, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 03/18/2024
Title: Reservation, Diversion, and Use of Raw Water Agreement with North Texas Municipal Water District
Submitted By: Darrell Cline, GP&L General Manager & CEO
Strategic Focus Area: Reliable, Cost Efficient Utility Services

Issue/Summary

Council is requested to consider authorizing the execution of the Reservation, Diversion, and Use of Raw Water agreement with the North Texas Municipal Water District (NTMWD). This contract will allow the City of Garland to continue the receipt of 1,500 acre-feet per year of cooling water for the Garland Power & Light (GP&L) Ray Olinger Plant to be used for the turbine generators, auxiliary equipment and steam boilers. This will be an initial twenty-five-year term contract with one (1) optional twenty-five-year term renewal.

Background

In 1953, the City of Garland entered into a contract with the North Texas Municipal Water District (NTMWD) to supply the GP&L Ray Olinger Plant with cooling water from Lavon Lake in Nevada, Texas. This contract has been amended over the years to accommodate growth at the Plant. The current contract expires in April 2024

Consideration / Recommendation

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 19, 2024, Regular Meeting. Staff recommends the acceptance of the Reservation, Diversion, and Use of Raw Water Agreement with North Texas Municipal Water District to ensure GP&L's Ray Olinger Plant has a source of cooling water for the turbine generators, auxiliary equipment and steam boilers.

Attachments

Raw Water Contract with NTMWD

**CONTRACT FOR RESERVATION, DIVERSION, AND USE OF RAW WATER
BY AND BETWEEN THE CITY OF GARLAND AND
THE NORTH TEXAS MUNICIPAL WATER DISTRICT**

This Contract for Reservation, Diversion and Use of Raw Water (the “*Agreement*”) is made and entered into as of the ____ day of _____, 2024 (the “*Effective Date*”), by and between North Texas Municipal Water District, a conservation and reclamation district established pursuant to the Constitution and laws of the State of Texas (hereafter called “*District*”), and the City of Garland, a home rule city in the State of Texas operating pursuant to its home rule charter and the laws of the State of Texas (hereafter called “*Garland*”). In this Agreement, *District* and *Garland* are individually called a “*Party*,” and collectively called the “*Parties*.”

RECITALS:

Whereas, *District* is a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59 of the Texas Constitution and its enabling legislation, Article 8280-141, as amended (the “*District Act*”);

Whereas, *District* and *Garland* are authorized to enter into this Agreement pursuant to the *District Act*, and Chapter 791 of the Texas Government Code, and other applicable laws;

Whereas, *Garland* owns and operates a municipal electric generating plant and distribution system, has constructed an electric generating plant (the “*Plant*”) on the perimeter of Lavon Lake, and water in said reservoir is used, in part, for condenser circulating water at the *Plant*;

Whereas, *District* is authorized to divert and use water from Lavon Lake for industrial purposes pursuant to Certificate of Adjudication No. 08-2410, as amended;

Whereas, *District* has ongoing agreements with the United States of America (Contract No. DA-41-443-eng-3413 and Contract No. DACW63-67-C-0116) to utilize water storage space in Lavon Lake, said agreements include provisions for *District* to participate in cost-sharing with the United States of America for operation and maintenance activities associated with Lavon Lake;

Whereas, the *Parties* entered into that certain North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract dated August 1, 1988, as amended, under which *Garland* is being supplied treated water for municipal purposes;

Whereas, the *Parties* entered into that certain Industrial Raw Water Supply Contract dated August 1, 1988, amended as of February 28, 2008 (the “*1988 Contract*”) that expires on August 1, 2023, under which *Garland* purchases raw water for industrial purposes from the *District* to operate the *Plant*;

Whereas, the *1988 Contract* requires *Garland* to compensate *District* for raw water diverted and used as required by *Garland* in an amount not to exceed 4,000 acre-feet per calendar year, said compensation based costs for raw water and for use of conservation storage space in Lavon Lake;

Whereas, *Garland* desires to continue purchasing raw water for industrial purposes from *District* for use at the *Plant*, but desires less than the amount authorized for diversion and use in the *1988 Contract* due, in part, to future improvements at the *Plant* that involve the use of more water efficient power generation equipment;

Whereas, *Garland* desires to have the right, but not the obligation, to divert and use at the *Plant* up to one-thousand five-hundred (1,500) acre-feet of raw water per calendar year from Lavon Lake for industrial purposes;

Whereas, *Garland* and *District* entered into letter agreements to extend the *1988 Contract* through April 30, 2024 on August 23, 2023 and December 20, 2023 and *Garland* and *District* now desire to enter into this Agreement to completely replace and supersede the 1988 Contract in its entirety; and

Whereas, the *Parties* recognize that this Agreement has some terms and conditions consistent with terms and conditions of the Contract for Reservation, Diversion, and Use of Effluent dated July 5, 2007 as may be amended (the “*Reuse Contract*”) regarding the *District’s* purchase of effluent water, and the Parties further recognize that such consistency shall be maintained in any amendment to, or replacement of, the *Reuse Contract*;

For and in consideration of this Agreement, the consideration stated below, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged and confessed, the *Parties* agree as follows:

I. TERM

- 1.01. **Primary Term.** The initial term of this Agreement (the “*Primary Term*”) is a period of twenty-five (25) years, commencing on the Effective Date, subject, however, to the right of *Garland* to unilaterally terminate this Agreement as provided in Section 1.03 below.
- 1.02. **Renewal Term.** Upon the mutual written agreement of the *Parties*, the *Primary Term* may be extended for one (1) additional term of twenty-five years (the “*Renewal Term*”), commencing immediately following the termination date of the *Primary Term*, subject, however, to the right of *Garland* to unilaterally terminate this Agreement as provided in Section 1.03 below. Unless expressly waived by the *Parties*, their mutual written agreement to extend the *Primary Term* shall be executed at least five (5) years prior to the termination of the *Primary Term*.
- 1.03. **Garland’s Right of Unilateral Termination.** At any time within the *Primary Term* or the *Renewal Term*, *Garland* reserves the unilateral right and option, but not the obligation, to terminate this Agreement at the time that: (a) *Garland* determines in its sole discretion that raw water from Lavon Lake is no longer desired at the *Plant*, or (b) the *Plant* ceases to be operated by *Garland*. Such right or option to terminate shall become effective on the 365th day following the date that *Garland* deposits written notice of its election to exercise such right or option to *District* by certified mail, return receipt requested, together with *Garland’s* pre-payment of a *Reserved Water Fee* (described in Section 4.01 below), calculated at the minimum flow rate specified in Section 2.01 below and for the following twelve (12) month period.
- 1.04. **District’s Right to Terminate.** At any time within the *Primary Term* or the *Renewal Term* the *District* reserves the right and option, but not the obligation, to terminate this Agreement at the time that:
 - a. (i) *Garland* is in breach of a material term of this Agreement; (ii) *District* has provided *Garland* with written notice of such breach; and, (iii) following a period of ninety (90) days, *Garland* has failed to cure such breach; or

- b. *Garland*, except in the event of a force majeure, has abandoned the *Plant* or has substantially discontinued the use of *Diverted Water* (as defined in Section 3.01 below) for purposes of the *Plant* for a period of five (5) or more years.

II.

QUANTITY, QUALITY AND DELIVERY OF RESERVED WATER

2.01 **Reserved Water Quantity.** For and in consideration of the *Reserved Water Fee* described in Section 4.01 below, and except as provided in Section 2.02 below, *District* shall tender and make available to *Garland*, for its own diversion and use and at the delivery point hereinafter specified, one-thousand five-hundred (1,500) acre-feet of raw water per calendar year. Any such raw water made available by the *District* shall be referred to as “*Reserved Water.*” The *District* hereby agrees to maintain during the *Primary Term*, and during the *Renewal Term* if this Agreement is extended pursuant to the provisions of Section 1.02 above, availability of *Reserved Water* for *Garland*’s diversion and use. *Garland* hereby agrees to pay the *District* for all *Reserved Water*, whether diverted or not, in accordance with the provisions of Part IV hereof, captioned “Consideration.”

2.02 **Water Quality.**

- a. THE WATER THAT *DISTRICT* OFFERS TO SELL TO *GARLAND* UNDER THIS AGREEMENT IS NON-POTABLE, RAW, AND UNTREATED. *GARLAND* HAS SATISFIED ITSELF THAT SUCH RAW WATER IS SUITABLE FOR ITS NEEDS AND ACKNOWLEDGES AND AGREES THAT *DISTRICT* SHALL NOT BE OBLIGATED TO TREAT IN ANY MANNER ANY RAW WATER MADE AVAILABLE BY *DISTRICT* AND RECEIVED BY THE DISTRICT UNDER THIS AGREEMENT. *DISTRICT* EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. *DISTRICT* EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. *GARLAND* ACKNOWLEDGES THAT NO WARRANTIES, EXPRESS OR IMPLIED, EXIST REGARDING THE RAW WATER TO BE PURCHASED FROM *DISTRICT*, AND AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY THIS AGREEMENT SHALL NOT ENTITLE *GARLAND* TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS AS PROVIDED BY THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT. *GARLAND* ASSUMES FULL RESPONSIBILITY WITH RESPECT TO THE TREATMENT OF THE WATER PRIOR TO ITS DISTRIBUTION FOR HUMAN CONSUMPTION OR ANY OTHER USES.
- b. It is mutually agreed that no detrimental effects are anticipated from the discharge or uses of said raw water to Lavon Lake or *District*, but *Garland* does agree:
 - (i) to maintain water quality standards and temperatures of discharge within limits as established by the Environmental Protection Agency, the Texas Commission on Environmental Quality (“*TCEQ*”), and any agency having applicable jurisdiction;
 - (ii) that should a study of the effects of the *Plant* on the treatability of water in Lavon Lake be deemed necessary by *District*, *Garland* shall pay 50% of the cost of such study; and

- (iii) that said payments to **District** under this Agreement do not provide for any changes to the water quality of Lavon Lake or detrimental effects that increase the cost for processing potable drinking water by **District**.

- 2.03 **Point of Delivery.** The point of delivery of raw industrial water shall be at the raw water intake structure constructed by **Garland** as stated in Section 4.06 hereof, captioned “Special Conditions.” The diversion point is located at a point S 84° W, 4,055 feet from the NW corner of Maria Ignacio Giminez Survey, A-338, Collin County, Texas.
- 2.04 **Subordination of Water.** **Garland** hereby recognizes that as of the Effective Date, the **District** has infrastructure in place at Lavon Lake for the diversion of raw water pursuant to Certificate of Adjudication No. 08-2410, as amended. **Garland** agrees that **Garland’s** rights under this Agreement are subordinate to the **District’s** rights to raw water. Any new agreement to supply water for industrial use from Lavon Lake entered into by **District** after the Effective Date shall be subordinate to the rights of **Garland** under this Agreement.

III.

GARLAND’S RIGHT TO DIVERT AND USE WATER

- 3.01 **Right to Divert.** In consideration of **Garland’s** payment to **District** of the **Diverted Water Fee** referenced in Section 4.02 below, **Garland** shall have the right, but not the obligation, to divert for its use or for use in the **Plant** all or any portion of the **Reserved Water**. Any **Reserved Water** so diverted by **Garland** shall be referred to as “**Diverted Water.**”
- 3.02 **No Duty to Divert Water.** No provision of this Agreement shall require **Garland** to divert any **Reserved Water**, or to pay **District** the **Diverted Water Fee**, unless **Garland** actually diverts water from Lavon Lake. In addition, no provision in this Agreement shall be construed to limit the right of **Garland** to divert water hereunder or deliver water for its use or for use in the **Plant** from other sources available to it, even if it means that, from time to time, **Garland** may divert water for its own use or for use in the **Plant** from sources other than the **Reserved Water**.
- 3.03 **Low Lake Level Requirements.** By their execution of this Agreement, the **Parties** acknowledge that **Garland’s** rights to divert historical and future raw water volumes from Lavon Lake are limited to times when the mean sea level elevation of Lavon Lake is within limits pursuant to the **District’s** latest storage space agreements with the United States of America. The **District** does not guarantee lake levels will be sufficient for **Garland** to access water nor is it responsible for siltation or other factors that may impact **Garland’s** ability to physically access or use water from Lavon Lake.
- 3.04 **Title to Water and Reuse.**
- a. Title to all **Reserved Water** shall remain with the **District** until its actual diversion by **Garland** from Lavon Lake.
 - b. To the extent authorized by law, **Garland** and **District** shall save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such **Party**.
 - c. To the extent that any **Diverted Water** is subsequently reused, as between the **Parties**, title to such water shall remain with **Garland** until such time as such water is discharged to Lavon Lake.

The *District* shall have the first right to appropriate and reuse any water discharged from the *Plant* or otherwise returned into Lavon Lake.

- 3.05 **Limitation on Service.** *Garland* agrees that it shall not provide *Diverted Water* directly from the *Plant* to any water customer of *Garland* as of the Effective Date, without the express written consent of the *District* nor shall *Garland* provide any portion of *Reserved Water* or *Diverted Water* to any third party without the express written consent from the *District*.
- 3.06 **Industrial Use.** *Garland* may only use water reserved and/or diverted pursuant to this Agreement for purposes of industrial use, and *Garland* acknowledges and agrees that water reserved and/or diverted under this Agreement may not be used for any other purposes.

IV. CONSIDERATION

For and in consideration of this Agreement, the options herein set forth, and the duties of the *Parties* for the reservation, diversion and use of raw water, the *Parties* agree to the following rates and payments:

- 4.01 **Payment for Reserved Water.** Following the Effective Date, *Garland* shall pay monthly to the *District* the sum of \$0.0569 per thousand gallons of *Reserved Water* (the “*Reserved Water Fee*”). Thereafter, the *Reserved Water Fee* shall be adjusted pursuant to the provisions of Section 4.03, below.
- 4.02 **Payment for Diverted Water.** Following the Effective Date, *Garland* shall pay to *District* on a monthly basis, as applicable, the sum of \$0.0569 per thousand gallons (“*Diverted Water Fee*”) for *Diverted Water* from time to time actually diverted by *Garland* for the *Plant*. Thereafter, the *Diverted Water Fee* shall be adjusted pursuant to the provisions of Section 4.03, below. In calculating the volume of water diverted by *Garland* that shall be subject to the *Diverted Water Fee* and therefore subject to *Garland’s* obligation to pay hereunder, the *Parties* agree that such volume shall be computed on a monthly basis pursuant to Section 5.01 herein.
- 4.03 **Fee Adjustments.** The *Reserved Water Fee* and the *Diverted Water Fee* shall be adjusted annually following the Effective Date on the first day of August in each year during the *Primary Term* and during the *Renewal Term* if this Agreement is extended pursuant to the provisions of Section 1.03 above, based upon the then most recently published change in the Consumer Price Index as provided below. Adjustments in fees shall be effective for the ensuing annual period beginning the first day of August. For purposes hereof, the “*Consumer Price Index*” shall be the “Consumer Price Index - All Urban Consumers (Dallas-Fort Worth-Arlington, TX for All Items, 1982-1984=100)” as published by the U.S. Department of Labor, Bureau of Labor Statistics. Adjustments to the amount charged and payable for the *Reserved Water Fee* and the *Diverted Water Fee* shall be made effective on the first day of August in the years scheduled for adjustment. On the adjustment dates the amount of the *Reserved Water Fee* and *Diverted Water Fee* shall be recalculated to an amount equal to the product of (a) \$0.0569, and (b) a fraction, the numerator of which is the *Consumer Price Index* in the most recently published change in the *Consumer Price Index* in March of the previous adjustment year, and the denominator of which is 187.8 (being consistent with the adjustment methodology in the *Reuse Contract*, as may be amended or superseded). In the event that the Consumer Price Index for

All Urban Consumers in Dallas-Fort Worth-Arlington, TX ceases to be published, then the *Parties* shall cooperate in selecting a substituted index that is derived by using the same or substantially similar data and methodologies or an index serving a similar purpose.

In any and all events, if the *Reuse Contract* rates are lower or higher than the rates charged to *Garland* under this provision, then *Garland's* price shall be adjusted to conform to that of the *Reuse Contract*.

- 4.04 **Billings and Payments.** *District* shall bill *Garland* monthly for: (a) the volume of *Reserved Water* specified in Section 2.01, at the *Reserved Water Fee* rate set forth in Section 4.01 or 4.03 above, as applicable, and (b) the volume of *Diverted Water*, if any, that is actually diverted by *Garland* at the point of delivery specified in Section 2.04 during the billing period, at the *Diverted Water Fee* rate set forth in Section 4.02 or 4.03 above, as applicable. The volume of *Reserved Water* and *Diverted Water* billed shall be based on measurement described in Sections 5.01 and 5.02 below. *Garland* shall remit payment of billed amounts to *District* within thirty (30) days following the date of invoice. The first such billing shall be delivered to *Garland* by *District* within thirty (30) days following the Effective Date.
- 4.05 **Unit of Measurement.** The unit of measurement for raw water made available by *District* and diverted by *Garland* under this Agreement shall be 1,000 gallons of water, U.S. Standard Liquid Measure.
- 4.06 **Special Conditions.** *Garland* shall construct, maintain and operate the required intake and discharge facilities at Lavon Lake at its sole expense, said intake and discharge facilities to be of such design and at such location as *Garland's* engineer shall determine, subject, however, to the prior approval of TCEQ and the *District's* engineer as to sound engineering practice and further subject to the approval of the Contracting Office of the United States. Approval of said Contracting Office is required by Article I of the *District's* contract with the United States, dated March 16, 1954. The present intake and discharge facilities now in use have been approved by all necessary parties. If any change is proposed to be made to said facilities by *Garland*, then upon notice by *Garland* to the *District*, accompanied by plans and specifications showing location and design of the proposed raw water intake structure changes, the *District* shall, within 90 days, initiate appropriate applications to TCEQ seeking approval thereof and any necessary amendments to Certificate of Adjudication No. 08-2410, as amended, occasioned thereby, and to the Contracting Officer of the United States Government for their approval, and thereupon the *District* will diligently pursue the matter of obtaining the sought for action by said governmental agencies.

V. MEASUREMENT

- 5.01 **Measurement of Diverted Water by Garland.** *Garland* shall measure and account to *District*, on a monthly billing cycle, for the volume of *Diverted Water* (1) actually diverted by *Garland* for its use at the *Plant* at meters installed by *Garland* at the diversion facilities at Lavon Lake, and (2) actually consumed by use in the *Plant* condenser circulating processes, calculated according to the following, or as determined in the future pursuant to Section 5.03 herein:

$$0.331 \times (\text{KWH gross generated}) = \text{gallons consumed.}$$

Such accounting shall set forth the total volume of **Diverted Water** by **Garland** for its use or for use at the **Plant**. All raw industrial water taken from Lavon Lake under this Agreement which is used for purposes other than condenser circulating water shall be measured by meters. To that end, **Garland** shall furnish, install, operate, and maintain at its own expense the necessary equipment and devices of standard type for measuring properly the quantity of **Diverted Water** diverted under this Agreement. Such meter or meters and other equipment so installed shall remain the property of **Garland**. **District** shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be performed only by the employees or agents of **Garland**. For the purpose of this Agreement, the original record or reading of **Garland's** meter or meters shall be located at **Garland's** office in which the records of the employees or agents of **Garland** who take the reading are or may be transcribed. Upon written request of **District**, **Garland** will send a copy of such original record or reading or permit the **District** to have access to the same in the office of **Garland** during reasonable business hours. **Garland** will provide the **District** with flow diagrams of the **Plant's** water use process and will provide notice to the **District** of any revisions to such diagrams.

- 5.02 **Meter Calibration**. Not more than once in each calendar year, on a date as near the end of such calendar year as practical, **Garland** shall calibrate its meter(s) if requested in writing by **District** to do so, in the presence of a representative of **District**, upon at least seventy-two (72) hours prior written notice to the **District**. **District** shall be afforded the opportunity to observe any adjustments which are made to the meter(s) in case any adjustment shall be necessary, and if check meters hereinafter provided for have been installed, the same shall also be calibrated by **Garland** in the presence of a representative of **District** and the **Parties** shall jointly observe any adjustments to the meter in case any adjustment is necessary. If **District** requests **Garland** to calibrate meters and despite written notice of the time and date when any such calibration is to be made, **District** is not present at the time and date set, the calibration may proceed and adjustment may be made in the absence of any representative of **District**.

If at any time, **Garland** observes a variation between the primary meter or meters and any of the check meters, **Garland** will promptly notify **District**. The **Parties** shall cooperate to procure an immediate calibration test and joint observation of any adjustment of the meters to a state of accuracy. **Garland** shall give **District** at least seventy-two (72) hours written notice of the time of all tests of meters so that **District** may conveniently have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%) registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If, for any reason, any meters are out of repair so that the amount of water discharged or diverted cannot be ascertained or computed from the reading thereof, the water so discharged or diverted through the period such meters are out of service or out of repair shall be estimated and agreed upon by the **Parties**. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters (if the same have been installed) that are accurately registering. Otherwise, the amount of water discharged or diverted during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by

calibration tests or mathematical calculation, or (ii) estimating the quantity of water discharged or diverted during the preceding periods under similar conditions when the meter or meters were registering accurately. In no event shall a *Party* be entitled to adjust the computation of metered readings for a period exceeding six (6) months.

- 5.03 **Changes to Measurement of Water Consumed in Condenser Circulating Processes.** The formula for calculation of water actually consumed in Section 5.01 is based on existing equipment installed at the *Plant* at the time of the *Agreement*. Any future changes to equipment or processes, whether implemented all at one time or in phases, that impact unit rates of water consumed in condenser circulating processes shall be evaluated by *Garland* and *Garland's Plant* contractor for any necessary resulting changes to the consumed water calculation formula in Section 5.01. Changes to the consumed water calculation formula shall be in accordance with manufacturer recommendations or with a mutually accepted arrangement by *Parties*. *Garland* shall provide written notice to *District* of any changes to the consumed water calculation formula.

VI. GENERAL CONDITIONS

- 6.01 **Force Majeure.** If by reason of *Force Majeure* any *Party* hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of *Garland* to make the payments required by it under this Agreement, then if such *Party* shall give notice and full particulars of such event of *Force Majeure* in writing to the *Party* within a reasonable time after occurrence of the event or cause relied on, the obligation of the *Party* to provide such notice, so far as it is affected by such *Force Majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such *Party* shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "*Force Majeure*" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, including governmental agencies and courts, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, acts of terrorism, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the *Party* claiming such inability, unless such causes or failures are attributable to the gross negligence of the *Party* seeking excuse for lack of performance.
- 6.02 **Compliance with Regulatory Bodies, Law, and Permit/Contract Requirements.** This Agreement is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction. In addition, this Agreement is expressly subject to the terms and conditions in Certificate of Adjudication No. 08-2410 as amended and the *District's* contracts with the United States, Contract No. DA-41-443-eng-3413 and Contract No. DACW63-67-C-0116.
- 6.03 **Other TCEQ Requirements.** Pursuant to 30 Tex. Admin. Code § 295.101(b)(5), the effectiveness of this Agreement is dependent upon *District's* compliance with 30 Tex. Admin. Code Chapters 295 and 297, including the continued effectiveness of Certificate of Adjudication No. 08-2410 as amended

and as same may be amended in the future. Promptly following the Effective Date, **District** will file a copy of this Agreement with **TCEQ**, in accordance with 30 Tex. Admin. Code § 297.101.

- 6.04 **Notice.** Any notice to be given hereunder by either **Party** to the other shall be in writing and shall be effected by certified mail, return-receipt requested.

Notice to the **District** shall be addressed to:

Executive Director
North Texas Municipal Water District
505 East Brown Street
P.O. Box 2408
Wylie, Texas 75098

Notice to **Garland** shall be addressed to:

City Manager
City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002

Each **Party** may change the address for notice to it by giving written notice of such change at the last address designated in accordance with this paragraph.

- 6.05 **Venue.** Venue for any action arising hereunder at the request of **Garland** shall be in Collin County, Texas. Venue for any action arising hereunder at the request of the **District** shall be in Dallas County, Texas.
- 6.06 **Amendment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the **Parties** to this Agreement.
- 6.07 **Severability.** Unless expressly provided herein, in the event one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6.08 **Assignment.** This Agreement shall not be assignable, in whole or in part, by either **Party** without first obtaining the written consent of the other, which consent may not unreasonably be withheld, conditioned, or delayed.
- 6.09 **Integration.** This Agreement constitutes the entire agreement between **Garland** and **District** related to matter hereto. This Agreement supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only as stipulated herein.

- 6.10 **Remedies.** To the extent authorized by law, each **Party** shall have all rights and remedies available in law and in equity without limitation, including, but not limited to, specific performance.
- 6.11 **Authority to Execute.** The **Parties** acknowledge by their execution of this Agreement that such execution is evidenced and has been authorized by their governing bodies' adoption of appropriate resolutions or ordinances or other written action. Each **Party** represents and warrants to the other **Party** that the person signing this Agreement on its behalf has full and complete authority to enter into this Agreement as an act binding upon his or her principal.
- 6.12 **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the **Parties** hereto, legal representatives, successors, and assigns, unless otherwise prohibited by this Agreement.
- 6.13 **Headings.** Headings of the several sections this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any term or provision of this Agreement.
- 6.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.
- 6.15 **Maintenance.** **Garland** will maintain the facilities and landscape the area which it acquires for its **Plant** purposes at Lavon Lake so as to enhance. **Garland** shall further ensure that no activities at the site of the **Plant** have any negative effect on the water quality of Lavon Lake, such as through stormwater runoff, and that its activities at the **Plant** comply with the Lavon Lake Watershed Protection Plan.
- 6.16 **Water Conservation and Rationing.** For water purchased under this Agreement, **Garland** agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, rules of TCEQ and/or as may be adopted by the Board of Directors of the **District** related to industrial use. The **District's** obligations pursuant to this Agreement shall be subject to **Garland** preparing and implementing a water conservation plan or water conservation measures for industrial water purchased and/or diverted pursuant to this Agreement. This provision applies exclusively to water obtained under this Agreement and should not be construed to apply to water obtained under other agreements between the Parties. The Parties further acknowledge and agree that any water rationing or curtailment implemented by the **District** and affecting the water delivered pursuant to this Agreement shall be done in accordance with Texas Water Code Section 11.039.

[Signature pages to follow.]

IN WITNESS WHEREOF, the *Parties* hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

DISTRICT:

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____

Richard Peasley, President

Date: _____

ATTEST:

David Hollifield
Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2024 by Richard Peasley, President of the Board of Directors of North Texas Municipal Water District, on behalf of said District.

Notary Public, State of Texas

GARLAND:

CITY OF GARLAND

By: _____

Scott LeMay, Mayor

Date: _____

ATTEST:

Tracy Allmendinger, Deputy City Secretary

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2024 by Scott LeMay, Mayor of the City of Garland, on behalf of said City.

Notary Public, State of Texas



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 03/18/2024
Title: Victim Assistance, First Responder Programs Grant Application FY25
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to consider approving an application and accepting grant funds, if awarded, for the Victim Assistance, First Responder Programs Grant to support first responders and support staff who experience trauma because of their profession.

Background

This will be the first time the Police Department has applied for funding under the Victim Assistance, First Responder Programs Grant. This program aims to provide services and assistance to first responders to address direct and indirect trauma that occurs during their regular duties, either as the result of the commission of crimes by other persons or in response to an emergency.

Applications for this grant can only be submitted by state agencies, local government units, and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, and first responders under Sec. 421.095, Texas Government Code, including municipalities, counties, independent school districts, universities, public and private colleges and universities, community colleges, and hospital districts seeking direct victim services to first responders.

The objectives of the program are to:

- Provide a confidential, specialized, evidence-based approach to treating and reducing stress for officers and first responders;
- Improve coping mechanisms/strategies;
- Increase morale and productivity, and;
- Reduce the stigma of seeking help by providing safe, effective, and confidential services.

If awarded, the grant will provide \$60,000 in funding. This grant has a 20% match requirement, which will be met with in-kind contributions.

Consideration / Recommendation

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 19, 2024, Council Regular Meeting.

Attachments

Mental Health Grant Resolutions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS AUTHORIZING THE CHIEF OF POLICE TO SUBMIT A GRANT APPLICATION FOR THE VICTIM ASSISTANCE, FIRST RESPONDER PROGRAMS GRANT FOR THE FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the Governor, Public Safety Office, Victims Services Division, of the State of Texas, has announced grant funding availability through a First Responder Mental Health Program for fiscal year (FY) 2025;

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

Section 1

That the City Council hereby authorizes the Chief of Police to submit a grant application to the Office of the Governor for the Victim Assistance, First Responder Programs Grant. It is acknowledged and agreed that the City Council will provide applicable matching funds as required by the grant application. It is acknowledged and agreed that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

Section 2

That the City Council hereby designates the Chief of Police as the City's authorized official for purposes of the grant, and he is hereby given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 3

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

PASSED AND APPROVED this the 19th day of March 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Grant Number: 4977801



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

6.

Meeting Date: 03/18/2024

Title: Introduction of Ariel Traub, Managing Director of legislative & Public Affairs

Submitted By: Tracy Allmendinger, Deputy City Secretary

Issue/Summary

Introduction of Ariel Traub, Managing Director of legislative & Public Affairs

Background

Consideration / Recommendation



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 03/18/2024
Title: Strategic Communications Plan and Community Survey
Submitted By: Tiffany Veno, Managing Director
Strategic Focus Area: Customer-Focused City Services
Future-Focused City Organization

Issue/Summary

Staff will present Council with a proposed Strategic Communications Plan and Community Survey.

Background

In December 2023, the City issued an RFP to evaluate its current communications and marketing efforts, using the data to identify strengths, weaknesses and opportunities for improvement. A strategic communications plan will then be developed, prioritizing projects for implementation over the next three to five years. This plan will include action steps for implementation, as well as metrics for success. Once the bid is approved and a timeline is finalized, additional details and opportunities for involvement will be shared with Council.

The City is also partnering with Polco to launch its Community Survey, which gauges resident opinion and satisfaction levels. The overall focus is on community livability, with 10 key areas:

- 1) Economy
- 2) Mobility
- 3) Community Design
- 4) Natural Environment
- 5) Safety
- 6) Utilities
- 7) Parks and Recreation
- 8) Health and Wellness
- 9) Education, Arts and Culture
- 10) Inclusivity and Engagement

Results from the survey will help provide direction for a City-wide Strategic Plan.

Consideration / Recommendation

Unless otherwise directed, a bid for the Strategic Communications Plan and Community Survey will be scheduled for formal consideration at the March 19, 2024, Regular Meeting.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 03/18/2024
Title: Administrative Services Committee Report
Submitted By: Phillip Urrutia, Assistant City Manager
Strategic Focus Area: Future-Focused City Organization

Issue/Summary

The Chair of the Administrative Services Committee, along with City Staff, will present an overview of the topics recently addressed in committee meetings.

Background

The Administrative Services Committee held meetings on December 4, 2023, and February 6, 2024. The agenda items for discussion have been finalized at the committee level and are now set for discussion by the City Council.

Consideration / Recommendation

Item 1: Composition of TIF Board Member Appointees - Submitted by Mayor LeMay and Councilmember Morris

The committee explored the possibility of introducing TIF specific requirements similar to those of the Animal Services Committee, which has job specific requirements, for TIF board appointments. Additionally, the committee examined a compilation of practices adopted by sister cities regarding their TIF Boards. It was recommended that no action should be taken.

Item 2: Examination of Property Tax, Homestead, and Senior Exemptions - Annual Report to the Committee by Staff

The committee was briefed by staff on the status of existing Property Tax Exemptions and how additional exemptions could impact the general fund and debt capacity. No changes were recommended.
