

Work Session Room at City Hall
Monday, July 1, 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. Reserve at Shiloh Development Agreement

Council is requested to approve a development agreement between the Reserve at Shiloh LLC. and the City.

VERBAL BRIEFINGS

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

2. Interview for Appointment to the Texas Municipal Power Agency

Information was posted on the City's website for 21 days regarding the qualification for the Texas Municipal Power Agency Board Member in order to provide an opportunity for citizens to apply for the position. Qualified

applicants were requested to submit a letter of interest and resume by June 15, 2024. At the close of the notice period on June 15, 2024, two applicants, Peter Zehr and James Ratliff, responded. Council is scheduled to formally appoint a representative to the Texas Municipal Power Agency at the July 2, 2024, Regular Meeting.

3. Interviews for Appointment to the Dallas Area Rapid Transit Board

Information was posted on the City's website for 21 days regarding the qualification for the Dallas Area Rapid Transit Board Member in order to provide an opportunity for citizens to apply for the position. Qualified applicants were requested to submit a letter of interest and resume by May 31, 2024. At the close of the notice period on May 31, 2024, three applicants, Christina Segoviano, Marc Abraham and Mark Enoch, responded. Council is scheduled to formally appoint a representative to the Dallas Area Rapid Transit Board at the July 2, 2024, Regular Meeting.

4. Audit Committee Meeting Report

Mayor Pro Tem Ed Moore, Chair of the Internal Audit Committee, and Jed Johnson, City Auditor, will provide 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

5. Deliberate or discuss:

The City Council will adjourn into executive session pursuant to Sections 551.086 and 551.071 of the Texas Government Code to deliberate or discuss:

1. Competitive matters of a public power utility related to risk management information and strategies (551.086) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
2. Attorney/client matters concerning privileged and unprivileged client information related to the March 2024 environmental health event (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: 07/01/2024
Title: Reserve at Shiloh Development Agreement
Submitted By: Andy Hesser, Managing Director
Strategic Focus Area: Vibrant Neighborhoods and
Commercial Centers

Issue/Summary

Council is requested to approve a development agreement between the Reserve at Shiloh LLC. and the City.

Background

This development is located east of Shiloh Rd. and north of Walnut St. and is a previous Council approved 9% LIHTC affordable housing project. This development agreement between the City and The Reserve at Shiloh LLC agrees to waive tree mitigation fees of approximately \$364,000 in exchange for the dedication of 5.182 acres adjacent to Duck Creek and generally north of the VA Hospital site. The land dedicated would provide the City with the ability to construct a future 12' spine trail in accordance with the Trail and Bikeways Master Plan contingent on available funds.

Consideration / Recommendation

Staff recommends approval of the development agreement.

Attachments

FINAL Development Agreement for Reserve at Shiloh - Land Donation - PIVOTAL EXECUTED 6.24.24

**DEVELOPMENT AGREEMENT BETWEEN
RESERVE AT SHILOH LLC AND THE CITY OF GARLAND, TEXAS**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed effective as of _____, 2024, by and between RESERVE AT SHILOH LLC, a Texas limited liability company ("Developer"), and the CITY OF GARLAND, TEXAS, a home-rule municipality ("City") (collectively, "Parties").

RECITALS:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement:

WHEREAS, Developer is the owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of approximately 11.891 acres in the John W. Keene Survey, Abstract No. 738, City of Garland, Dallas County, Texas, as more particularly described as Lot 2, Block 1, Reserve at Shiloh and in Exhibit A, attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, City is the owner of those certain existing easements as follows:

- (i) A 20-foot-wide utility easement generally located along Duck Creek, within the City of Garland, Dallas County, as recorded in Volume 5551, Page 91, of the Deed Records of Dallas County, Texas ("Utility Easement");
- (ii) A variable width drainage easement generally located along and west of Duck Creek, within the City of Garland, Dallas County, as recorded in County Clerk Instrument Number 201100022643, of the Official Public Records of Dallas County, Texas ("Drainage Easement"); and
- (iii) A variable width drainage and recreational trail easement along and west of Duck Creek, within the City of Garland, Dallas County, as recorded in County Clerk Instrument Number 202200150225, of the Official Public Records of Dallas County, Texas ("Recreation Easement") (collectively with the Utility Easement and Drainage Easement as the "Easements");

WHEREAS, the Easements are located within and make up a portion of the Property;

WHEREAS, Developer filed a Final Plat in the Official Public Records of Dallas County as Instrument Number 202200150225 and has submitted a site plan and tree mitigation plan for the development of an apartment complex on the Property to be known as the Reserve at Shiloh ("Development"), which for the enhancement and benefit of the Development and the City necessitates (1) the donation of land to the City within the Property and (2) the construction and completion of certain public trail improvements by the City (collectively, "Public Improvements");

WHEREAS, Developer and the City now desire to enter into this Agreement for the purposes of Developer donating certain land and the City accepting the donation of land for the

construction of a public trail, which the Parties have determined are in the best interest of both and the public;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

A. Definitions.

1. "Agreement" is defined in the recitals.
2. "City" is defined in the recitals.
3. "City Requirements" mean ordinances, resolutions, rules, regulations, directives, and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Improvements, include, but are not limited to, maintenance bonds.
4. "Developer" is defined in the recitals.
5. "Development" is defined in the recitals.
6. "Easements" is defined in the recitals.
7. "Party" and "Parties" are defined in the introductory paragraph.
8. "Property" is defined in the recitals.
9. "Public Improvements" is defined in the recitals.

B. Developer's Obligations.

1. **Donation of Property.** Parties acknowledge that the Development necessitates the donation of certain property to the City. Developer agrees to perform, or cause to be performed, the following:
 - a. Developer shall replat the Property and subdivide it so as to dedicate in fee approximately 5.182 acres of land on the east side of the Property as more fully depicted on Exhibit B (the "Donated Land"). In addition to dedicating the Donated Land via the aforementioned subdivision, Developer will provide a Special Warranty Deed to be executed by Developer to evidence transfer of the Donated Land to the City (the "Dedication Deed"). A copy of the Dedication Deed is attached hereto as Exhibit C.

- b. In the replat, Developer shall not remove any prior dedications, whether Right-of-Way or Easement, to the City from the Final Plat filed at Document Number 2022-202200150225 in the Official Plat Records of Dallas County, which Developer affirms were previously dedicated because they were reasonably necessary to serve the Development.
- c. Developer agrees to provide, at its sole cost and expense, the legal descriptions and exhibits, including any and all County Clerk filing and recording fees, for all conveyance instruments.

C. City's Obligations

- 1. City agrees that upon its review and consideration of the replat of the Reserve at Shiloh and any ancillary permits to construct same, it will consider the Donated Land in its calculations of open space under the Garland Development Code.
- 2. Upon review and approval of the replat of the Reserve at Shiloh, the City agrees to accept the Donated Land.
- 3. In consideration of the Donated Land, the City agrees to waive all tree mitigation fees that would otherwise be required for the Development as calculated under the Final Plat and anticipated replat.
- 4. City will construct a twelve-foot trail within the Donated Land, the location of which shall be at the City's sole discretion.

D. Section 2270 Verification. Pursuant to Section 2270 of the Texas Government Code, Developer hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

F. Waiver. Either the City or Developer shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

G. Assignment. This Agreement may not be assigned by either of Developer or City without the written consent of the other Party.

- H. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
- I. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
- J. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
- K. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- L. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both Parties.
- M. Relationship of Parties; No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent Parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.
- N. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:
1. A written notice (the "Notice of Dispute") substantially describing the nature of the dispute shall be delivered by the dissatisfied party (the "Dissatisfied Party") to the other party (the "Responding Party"), which Notice of Dispute shall request a written response (the "Response") which attempts to resolve the dispute; and
 2. If the Responding Party fails to deliver the Response within ten (10) days after its receipt of the Notice of Dispute, either party may proceed to institute any lawsuit

or proceeding arising from this Agreement. If the Responding Party timely delivers the Response to the Dissatisfied Party and the Response does not reasonably resolve the dispute in the opinion of the Dissatisfied Party, the Dissatisfied Party shall deliver written notice to that effect (the "Notice of Continuing Dispute") to the Responding Party. Within thirty (30) days after the Responding Party's receipt of the Notice of Continuing Dispute, an individual appointed by the Dissatisfied Party having authority over the activities of the Dissatisfied Party and an individual appointed by the Responding Party having authority over the activities of the Responding Party shall meet in person at a time and location mutually acceptable to the Parties in an effort to resolve the dispute. In the event that the Dissatisfied Party and the Responding Party are unable to agree on the time and location of such meeting, or after such meeting a dispute remains, either party may proceed to institute any lawsuit or proceeding arising from this Agreement.

- O. Authority. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the Garland City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.
- P. Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights that would otherwise be available to it by law except for Developer to enforce the terms of this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions. The Parties acknowledge that this Agreement is a contract for goods or services and subject to the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code.
- Q. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by the City Manager, or his designee, of the City of Garland.
- R. Term. The term of this Agreement shall begin on the Effective Date and expire upon the date the issuance of an unconditional certificate of occupancy for the Development.

{SPACE INTENTIONALLY BLANK – SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day of _____, 2024.

THE CITY OF GARLAND,
a Texas home-rule municipality

By: _____
Name: Judson Rex
Title: City Manager

RESERVE AT SHILOH LLC,
a Texas limited liability company

By: MVAH Reserve at Shiloh LLC,
an Ohio limited liability company,
its Managing Member

By: Pivotal GP Holding LLC,
f/k/a MVAH Holding LLC,
a Georgia limited liability company,
its Sole Member


By: 
Name: Nick McKee
Title: Authorized Signer

EXHIBIT "A"

Description of the Property

Being all of Lot 2, Block 1, Reserve At Shiloh, an addition to the City of Garland, Texas, according to the plat thereof, recorded in County Clerk Instrument Number 202200150225, of the Official Public Records of Dallas County, Texas.

EXHIBIT "B"

SITE PLAN SHOWING DONATED LAND

(See Attached)

CITY CASE NUMBER: 201772-2
DATE: 08-29-2021

EXHIBIT "C"

DEDICATION DEED

(See Attached)

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

SPECIAL WARRANTY DEED

STATE OF TEXAS

2

202

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

202

RESERVE AT SHILOH LLC, a Texas limited liability company (“**Grantor**”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by **THE CITY OF GARLAND, TEXAS**, a home-rule municipality duly incorporated under the Constitution and laws of the state of Texas (“**Grantee**”), having an address of 200 N. Fifth Street, Garland, Texas 75040, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee, subject to the Permitted Exceptions (as defined below), that certain real property described in **Exhibit A** attached to and made a part of this Special Warranty Deed for all purposes, (the “**Land**”) together with all rights, covenants, licenses, privileges, hereditaments and warranties, and easements or similar rights appurtenant to the Land; air rights, water, water rights, and water stock relating to the Property; and rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road, or avenue in, on, across, abutting, or adjoining the Land, and any strips and gores adjacent to or lying between the Land, and any adjacent land or in any land lying in the bed of any street opened or proposed in front of or adjoining the Land (collectively, the “**Property**”).

GRANTOR RESERVES FOR ITSELF, AND DOES NOT HEREBY GRANT, BARGAIN, SELL, OR CONVEY TO GRANTEE, ANY IMPROVEMENTS, STRUCTURES, OR FIXTURES PLACED, CONSTRUCTED, AND/OR INSTALLED UPON THE LAND AS OF THE DATE THIS SPECIAL WARRANTY DEED IS SIGNED, ALL OF WHICH SHALL REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF GRANTOR FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above described Property, subject to the reservations and Permitted Encumbrances above, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever and said Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend, all and singular the said Property unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by through

or under Grantor, but not otherwise.

GRANTOR MAKES THIS CONVEYANCE ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. OTHER THAN THE WARRANTY CONTAINED IN THIS DEED, GRANTOR MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, EXISTENCE OR NON-EXISTENCE OF HAZARDOUS SUBSTANCES, HABITABILITY, MERCHANTABILITY, TENANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY.

[Signature page follows.]

This Special Warranty Deed is executed to be effective this ____ day of _____, 2024.

GRANTOR:

RESERVE AT SHILOH LLC,
a Texas limited liability company

By: **MVAH Reserve at Shiloh LLC,**
an Ohio limited liability company,
its Managing Member

By: **Pivotal GP Holding LLC,**
f/k/a MVAH Holding LLC,
a Georgia limited liability company,
its Sole Member

By: _____
Brian McGeady, Authorized Signer

ACKNOWLEDGEMENT

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, 2024 by Brian McGeady, the Authorized Signer of Pivotal GP Holding LLC, f/k/a MVAH Holding LLC, a Georgia limited liability company, the Sole Member of MVAH Reserve at Shiloh LLC, an Ohio limited liability company, the Managing Member of Reserve at Shiloh LLC, a Texas limited liability company, on behalf of said company.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public in and for the State of _____
My commission expires on _____

AFTER RECORDING

RETURN TO:

City of Garland
PO Box 469002
Garland, Texas 75046

EXHIBIT A
LEGAL DESCRIPTION

BEING, all of that 5.182 acre (225,725 square foot) tract of land situated in the *** Survey, Abstract No. ***, in the City of Garland, Dallas County, Texas; being part of that tract of land described in Special Warranty Deed to Reserve at Shiloh LLC as recorded in Instrument No. 202200101706 of the Official Public Records of Dallas County, Texas; and being part of Lot 2, Block 1, Reserve at Shiloh, an addition to the City of Garland as recorded in Instrument Number 202200150225 of the Official Public Records of Dallas County, Texas; said 5.182 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at the southeast corner of said Lot 2; said point being in the west line of Lot 3, Block 5, Creekside Village No. 3, an addition to the City of Garland as recorded in Volume 98061, Page 138 of the Plat Records of Dallas County, Texas; said point being in Duck Creek;

THENCE, South 85 degrees 24 minutes 20 seconds West, departing the west line of said Lot 3, along the south line of said Lot 2, a distance of 584.90 feet to a point for corner;

THENCE, departing the south line of said Lot 2, over and across said Lot 2 the following twenty-nine (29) courses and distances:

North 04 degrees 43 minutes 31 seconds West, a distance of 26.66 feet to a point for corner;

North 19 degrees 21 minutes 55 seconds East, a distance of 6.04 feet to a point for corner;

North 08 degrees 52 minutes 30 seconds East, a distance of 15.01 feet to a point for corner;

North 32 degrees 38 minutes 35 seconds East, a distance of 12.79 feet to a point for corner;

Due North, a distance of 13.87 feet to a point for corner;

North 09 degrees 51 minutes 14 seconds West, a distance of 14.06 feet to a point for corner;

North 12 degrees 10 minutes 01 seconds East, a distance of 35.76 feet to a point for corner;

In a northwesterly direction, along said curve to the left, an arc length of 58.21 feet, having a radius of 100.00 feet, a central angle of 33 degrees 21 minutes 07 seconds, and a chord which bears North 04 degrees 30 minutes 32 seconds West, 57.39 feet to a point for corner;

In a northwesterly direction, along said curve to the left, an arc length of 101.97 feet, having a radius of 284.87 feet, a central angle of 20 degrees 30 minutes 32 seconds, and a chord which bears North 28 degrees 02 minutes 06 seconds West, 101.43 feet to a point for corner;

North 40 degrees 05 minutes 31 seconds West, a distance of 37.86 feet to a point for corner;

North 39 degrees 53 minutes 17 seconds West, a distance of 11.01 feet to a point for corner;

North 34 degrees 36 minutes 32 seconds East, a distance of 7.70 feet to a point for corner;

In a southeasterly direction, along said curve to the right, an arc length of 8.08 feet, having a radius of 85.06 feet, a central angle of 05 degrees 26 minutes 37 seconds, and a chord which bears South 73 degrees 47 minutes 14 seconds East, 8.08 feet to a point for corner;

In a northeasterly direction, along said curve to the left, an arc length of 46.91 feet, having a radius of 70.97 feet, a central angle of 37 degrees 52 minutes 11 seconds, and a chord which bears North 89 degrees 59 minutes 58 seconds East, 46.06 feet to a point for corner;

In a northeasterly direction, along said curve to the right, an arc length of 11.81 feet, having a radius of 45.93 feet, a central angle of 14 degrees 43 minutes 55 seconds, and a chord which bears North 78 degrees 25 minutes 50 seconds East, 11.78 feet to a point for corner;

In a northeasterly direction, along said curve to the left, an arc length of 15.26 feet, having a radius of 10.00 feet, a central angle of 87 degrees 26 minutes 17 seconds, and a chord which bears North 42 degrees 04 minutes 39 seconds East, 13.82 feet to a point for corner;

Due East, a distance of 0.00 feet to a point for corner;

In a northwesterly direction, along said curve to the left, an arc length of 59.31 feet, having a radius of 37.66 feet, a central angle of 90 degrees 14 minutes 00 seconds, and a chord which bears North 42 degrees 45 minutes 08 seconds West, 53.37 feet to a point for corner;

In a northwesterly direction, along said curve to the right, an arc length of 104.91 feet, having a radius of 104.85 feet, a central angle of 57 degrees 19 minutes 48 seconds, and a chord which bears North 59 degrees 17 minutes 29 seconds West, 100.59 feet to a point for corner;

In a northwesterly direction, along said curve to the left, an arc length of 89.75 feet, having a radius of 137.53 feet, a central angle of 37 degrees 23 minutes 28 seconds, and a chord which bears North 43 degrees 06 minutes 04 seconds West, 88.17 feet to a point for corner;

In a northwesterly direction, along said curve to the right, an arc length of 75.33 feet, having a radius of 158.31 feet, a central angle of 27 degrees 15 minutes 52 seconds, and a chord which bears North 48 degrees 09 minutes 52 seconds West, 74.63 feet to a point for corner;

In a northwesterly direction, along said curve to the left, an arc length of 99.19 feet, having a radius of 68.72 feet, a central angle of 82 degrees 42 minutes 21 seconds, and a chord which bears North 75 degrees 53 minutes 06 seconds West, 90.80 feet to a point for corner;

In a southwesterly direction, along said curve to the right, an arc length of 10.40 feet, having a radius of 166.04 feet, a central angle of 03 degrees 35 minutes 13 seconds, and a chord which bears South 64 degrees 33 minutes 20 seconds West, 10.39 feet to a point for corner;

North 36 degrees 42 minutes 23 seconds West, a distance of 21.95 feet to a point for corner;

North 21 degrees 12 minutes 15 seconds West, a distance of 22.15 feet to a point for corner;

North 26 degrees 34 minutes 36 seconds West, a distance of 23.39 feet to a point for corner;

North 25 degrees 46 minutes 58 seconds West, a distance of 7.92 feet to a point for corner;

In a northwesterly direction, along said curve to the right, an arc length of 19.89 feet, having a radius of 50.00 feet, a central angle of 22 degrees 47 minutes 38 seconds, and a chord which bears North 14 degrees 23 minutes 09 seconds West, 19.76 feet to a point for corner;

North 02 degrees 59 minutes 20 seconds West, a distance of 12.79 feet to a point for corner in the north line of said Lot 2; said point being in the south line of Lot 1, Block 1, St. Barnabas Church, an addition to the City of Garland as recorded in Volume 72078, Page 2579 of the Plat Records of Dallas County, Texas;

THENCE, North 46 degrees 58 minutes 23 seconds East, along the north line of said Lot 2, a distance of 135.90 feet to a point for corner;

THENCE, North 89 degrees 36 minutes 14 seconds East, continuing along the north line of said Lot 2, a distance of 109.99 feet to a point for corner; said point being in the west line of said Lot 3; said point being in Duck Creek;

THENCE, along the east line of said Lot 2 and the west line of said Lot 3, and along Duck Creek, the following four (4) courses and distances:

South 65 degrees 54 minutes 46 seconds East, a distance of 110.65 feet to a point for corner;

South 31 degrees 48 minutes 46 seconds East, a distance of 551.45 feet to a point for corner;

South 72 degrees 21 minutes 46 seconds East, a distance of 368.40 feet to a point for corner;

South 01 degrees 49 minutes 14 seconds West, a distance of 63.28 feet to the POINT OF BEGINNING and containing an area of 5.182 acres or 225,725 square feet of land, more or less.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 07/01/2024

Title: Interview for Appointment to the Texas Municipal Power Agency

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Council will conduct interviews with applicants and discuss the appointment/reappointment process for the City of Garland's representation of the Texas Municipal Power Agency.

Information was posted on the City's website for 21 days regarding the qualification for the TMPA Board Member in order to provide an opportunity for citizens to apply for the position. Qualified applicants were requested to submit a letter of interest and resume by June 15, 2024.

Background

Consideration / Recommendation

Council will interview the applicants.

Attachments

Peter Zehr

James Ratliff

MAY 15, 2024

LETTER OF INTEREST

APPLICATION TEXAS MUNICIPAL POWER BOARD APPOINTMENT

Dear Rene Dowl, City Secretary,

I am writing to express my interest in the BOARD APPOINTMENT role that is currently open at TEXAS MUNICIPAL POWER. As a resident and a business owner in the City of Garland, with my skills and experience, I am an ideal candidate for this position.

I have lived in Garland for 2 years. I owned a business which I relocated to Garland 5 years ago. I am a board member of the Garland Chamber of Commerce and an active member of the Steering committee of the Dallas County Manufacturers Association.

I have developed a wide range of skills that make me an asset to any team. As the CEO (Chief Executive Officer) and owner of FGL LLC (Limited Liability Company)/ and CarrollCLEAN LLC I have been responsible for employee staff of approximately 100 contributing to the economic growth of the city. I am confident that my experiences and insights may be highly relevant to the role.

In addition to my experience, I hold an MBA of Business from IVEY SCHOOL of BUSINESS, University of WESTERN ONTARIO, a leading school in Canada. I was born and raised in Canada, and I think that the background of being raised in Canada, along with having lived in North Texas for 20 years allows me to bring a deep appreciation for the different points of views that may exist on a board or organization such as the TEXAS MUNICIPAL POWER BOARD.

I am excited about the opportunity to join the board TEXAS MUNICIPAL POWER and contribute to the continued success of the organization. Thank you for considering my application. I look forward to hearing from you. The best to reach me is by text at 972-890-7857.

Sincerely,

Peter Zehr

CEO
CarrollCLEAN, FGL Group LLC.
2900 W Kingsley, Garland TX 75041



JAMES B. RATLIFF

7519 Spicewood Drive, Garland, Texas 75044-2572

May 31, 2024

Honorable Scott LeMay & City Council
City of Garland
P. O. Box 469002
Garland, Texas 75046-9002



Re: Texas Municipal Power Agency Appointment

Dear Mayor LeMay and Council Members:

Please accept this letter as my formal notice that I would like to be considered for re-appointment to the Texas Municipal Power Agency's (TMPA) Board of Directors. As most of you are aware, TMPA has been in the process of significantly downsizing the Agency having disposed of the plant and mine properties over the last couple of years. The only remaining major assets of the Agency are its transmission assets. Eventually, based on asset return rates, these transmission assets should be transferred to the associated cities.

Over the last several years the agency has downsized from over 200 employees to a planned five (5) in next year's FY26 budget. In the next several years, the agency and cities will be facing some major financial decisions regarding the transmission as well as financial asset dispositions. With my experience and institutional knowledge about the agency, and the industry in general, I hope the Council will give me the opportunity to serve an additional two year term.

As always, if you have any questions, comments or observations, I am available. Thank you for your consideration and your public service.

Respectfully,

A handwritten signature in blue ink, appearing to read "James B. Ratliff".

James B. Ratliff



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 07/01/2024

Title: Interviews for Appointment to the Dallas Area Rapid Transit Board

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Council will conduct interviews with applicants and discuss the appointment/reappointment process for the City of Garland's representation of the Dallas Area Rapid Transit Board.

Information was posted on the City's website for 21 days regarding the qualification for the DART Board Member in order to provide an opportunity for citizens to apply for the position. Qualified applicants were requested to submit a letter of interest and resume by May 31, 2024.

Background

Consideration / Recommendation

Council will interview the applicants

Attachments

Christina Segoviano

Marc Abraham

Mark Enoch



Application for City of Garland Boards and Commissions

First Name:	christina	Last Name:	segoviano
Address:	429 Doral Pl	Apt./Suite:	
City:	Garland	State:	TX
		Zip Code:	75043
Phone (preferred):		Phone (alt):	
Dallas County Voter Registration Number (or Date of Birth):			
Have you ever been convicted of a Class A Misdemeanor or a Felony (Yes or No)?			
No			
Length of Garland residency (in years)?		10+ years	Length of Garland residency (in years)?
		10+ years	

Email address:

Do you use, or have you ever used, any of the following:

☐ Facebook ☐ Twitter ☐ Instagram ☐ LinkedIn ☐ Nextdoor ☐ TikTok

Please list up to three Boards and Commission in order of interest (see complete list on pages 3-4):

1 st	Dallas Area Rapid Transit Board	2 nd Choice:	Citizens Environmental and Neighborhood Advisory Committee	3 rd Choice:	Plan Commission
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Please list any experience that qualifies you to serve in the areas you have indicated.

I not only live in the area, but I am also involved in the schools as a PTA member, I participate in the local elections, and I have exposure to recreational facilities near our home. I understand how to contribute to our community on a local level by serving in my area on a career-level basis.

If you have previously served on a City Board or Commission, please specify and list dates of service.

No, this will be the first.

List civic or community projects with which you have been involved.

PTA
Crime Watch Committee
Hispanic Committee
Dallas Co. Juv. Dept Leadership Projects
Attended Election Rally Parties

What is your educational background?

BA Criminology
Master's in Public Administration

Referred by:		District:	4
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Disclosure Form

For Ordinance Boards and Commission Applicants

First Name: Last Name:

Title:

Spouse:

Minor Children or Dependents:

1. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

Business entity: Means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

2. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Boards and Commissions Application and Disclosure Form to:

City of Garland
City Secretary's Office
PO Box 469002
Garland, TX 75046-9002

Signature: Date:

Honorable Mayor and Council Members,

I would like to express my gratitude and appreciation for my prior appointment to the Dallas Area Rapid Transit Board (DART) which began on March 2023.

I currently participate as a member of the following committees:

1. Vice-Chair, Audit Committee.
2. Member and Board Liaison, DART Employees' Defined Benefit Retirement Plan & Trust Retirement Committee.
3. Member, DART Board Budget and Finance Committee.
4. Member, DART Board Development Committee.

I'm hopeful my record of strong contributions to DART's Board and Committees will result in my reappointment to the Board.

I have truly appreciated my time on the Board and look forward to serving a second term for the city I love.

I plan to continue adding value to the Board through my perspective as a CPA and CFO, while focusing my next term on the following initiatives:

1. DART Adopted Strategic plan.
2. Transit-oriented developments in Garland along with the other member cities.
3. Safety and Reliability – making strategic and budgetary decisions for continued performance improvement.

Thank you,
Marc Abraham

Marc Abraham, CPA

EXPERIENCE:

Provident General Contractors – Dallas, TX

February 2024 – Current

Construction Company with \$500M in annual revenue. Focused on Multi – Family construction in Texas.

Chief Financial Officer

Einstein Fulfillment – Coppell, TX

September 2022 – Current

Third Party Logistics Company – Start up focused on fulfillment services in the Health and Beauty Space

Minority Owner

Abby Development – Dallas, TX

November 2019 – February 2024

Real Estate Developer / Construction Company / Senior Housing Owner – Operator

Chief Financial Officer

- Manage the following functions (Accounting, Treasury, Forecasting/ Modeling, Insurance / Risk, Information Technology)
- Manage entity structure setup and negotiations of deal structures with outside LP equity / banking partners
- Sign off on all tax related strategies and calculations with external provider
- Sign off on all investment modeling / waterfalls / new development related calculations
- Forecast and initiate all project level cashflows and distributions
- Ownership over accounting system (Yardi) and all KPI reporting related to Senior Facilities
- Sign off on all capital related transactions Debt / Equity / Recaps / Dispositions
- Portfolio currently consists of 475 units of multifamily and 1,100 units of senior living (IL/AL/MC) with an expected 500 additional units of senior living brought to market over the next three years
- AUM above \$500M.
- Abby entities employee over 350 individuals across Texas, Louisiana and Arkansas

Streetlights Residential - Dallas, TX

March 2016 – November 2019

\$300M+ Real Estate Developer/ Construction Company

Controller

- Manage the following functions (Accounting, Treasury, Forecasting and Financial reporting). CFO retired in 2017, Reported to COO 12/17 - 5/19 (performed interim CFO / CAO duties)
- During tenure managed a portfolio of 8,500 multifamily units in various phases of development, construction and disposition. Total capitalization over \$2B.
- Integral member of growth of the company from \$75M to over \$300M
- Work with internal staff and external capital market groups on sourcing new debt and establishing LP / GP relationships.

- Manage internal staff of 16+ (including Assistant Controller and Director of Accounting)
- Manage outsourced accounting provider (BDO) who prepares property level reporting for over 200+ entities and consolidated financials.
- Work with Equity and Debt partners on all financial statement related inquiries
- Accounting lead for all capital related transactions Debt / Equity / Recaps / Dispositions
- In charge of partnership reporting (internal and external)
- Manage Tax relationship with external provider
- Present cash positions weekly to COO and President (forecasting out six months)
- Present monthly to Senior management all financial results and key metrics
- Present yearly business plans to internal and external ownership (Dallas family office)
- Managed IT function from 12/16 to 09/18

Hensley Industries - Dallas, TX

February 2015 – March 2016

\$200M Manufacturing subsidiary of Foreign Parent

Assistant Controller

- Managed staff of four in charge of AP, AR, payroll and general accounting functions

Webber LLC - Dallas, TX

June 2012 - December 2014

\$500M Heavy Highway Contractor subsidiary of Foreign Parent

North Texas Regional Accounting Manager

April 2013 - December 2014

Sr. Project Accountant

June 2012 - April 2013

Highway Technologies - Houston, TX

January 2012 - June 2012

Austin Industrial / Austin Industries - Houston, TX

June 2008 - January 2012

KPMG LLP-Dallas, TX

January 2007 - June 2008

EDUCATION:

Stephen F. Austin State University, Nacogdoches, TX

Fall 2005

BBA Major: Accounting

Division one college athlete – Cross Country and Track and Field

Community Involvement:

Leadership Garland Class of 41

GLAST, PHILLIPS & MURRAY
A PROFESSIONAL CORPORATION

MARK C. ENOCH, J.D., M.B.A.

BOARD CERTIFIED – CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL
SPECIALIZATION

14801 QUORUM DRIVE, SUITE 500
DALLAS, TEXAS 75240-6657

May 14, 2024

Mayor Scott LeMay
200 North Fifth Street
Garland, TX 75040
And via email at Mayor@garlandTX.gov

Re: Request for Re-appointment to DART Board of Directors

Dear Mayor LeMay:

As you may know, the expiration of my current term on the DART board of directors occurs this July and I respectfully ask to be favorably considered for re-appointment.

I have very much enjoyed representing Garland as well as the cities of Glenn Heights and Rowlett, the two other cities which I represent. One of the reasons I so much appreciate the opportunity that Garland has given me to serve is the opportunity to see re-development of downtown areas and the re-birth of Garland is quite remarkable. It is a testament to the city's leadership and your business community.

I hope to help any way I can with that continuing development of Garland including with the "Fantastic Spaces" segment of Darts' strategic plan, which I hope will be soon approved by our board.

It is my hope that the council members are pleased with my service and they see fit to re-appoint me. Of course, I will be happy to come before the council to answer any questions about Dart or my request for re-appointment.

Thank you for your consideration of this request.

Sincerely,



Mark C. Enoch

cc: Judson Rex at CityManager@garlandTX.gov

Mark C. Enoch

Curriculum Vitae

Civic Service:

Mr. Enoch became active in his community when appointed to the Park Board in Rowlett, Texas in 1988. He later was elected to Rowlett's City Council where he served four years before being elected and serving as Mayor from 1994-1996, unable to run again because of term limits. During this time and after, Mr. Enoch has also served on bond advisory committees to assist in educating the public about the benefits of desired capital improvements.

Immediately after leaving the council, in 1997 he was appointed by the cities of Farmers Branch, Garland and Rowlett to the Board of Directors of Dallas Area Rapid Transit where he continues to serve, though now for the cities of Garland, Rowlett and Glenn Heights.

In his time on the Dart Board, he has served the Chairman of the Board, chair of numerous committees, served on the Regional Transportation Committee of the North Central Texas Council of Governments, and worked with elected leaders in the thirteen Dart cities as well as members of the Texas legislature and United States Congress on important legislation supporting Dart's mission to serve the constituents in these cities and the entire region. He currently serves as chair of the Board's Administrative Committee.

Professional Service:

Mr. Enoch acts as a mediator relying both on his formal training as a Texas mediator and on his extensive experience in both complex commercial and fiduciary litigation. Having handled cases in Pennsylvania, Illinois, California, Texas, Colorado, New Mexico, Oklahoma, Louisiana and Nevada, Mr. Enoch has experience in handling complex business litigation relating to contracts, oil & gas, securities, refining, derivative shareholder claims (from both sides), real estate development, bad faith Insurance practices, products Liability involving wrongful death, brain injuries, extensive burns and quadriplegia (and involving products from protective headgear and dietary supplements to explosive gasses), banking, federal trade commission regulations and business interruption, wrongful termination of employment (from both sides), claims against non-subscribers to workers' compensation, commercial construction, manufacturing, heirship disputes, will and trust contests and guardianships.

During law school, he was the moot court chief justice, winner of the Russell Baker Moot Court Competition and the ABA Regional Moot Court Competition, was a finalist in the ABA National Moot Court Competition, and was elected a member of the National Order of Barristers. He has been admitted as a member of the College of the State Bar of Texas.

He is Board Certified in the field of Civil Trial Law by the Texas Board of Legal Specialization. He has been admitted to practice before the United States Court of Appeals, Fifth Circuit, Northern, Eastern and Southern districts of Texas, and Western District of Oklahoma. He is also admitted to federal practice in the Northern District of Florida and is listed in Marquis' Who's Who in American Law.

Mr. Enoch believes that success means not only that his clients prevail but that his clients recover the fees they pay from their opponents. Two of his recent cases illustrate this point. Mr. Enoch obtained a unanimous jury verdict for plaintiff for award of professional fees of \$70,000. Defendants had counterclaimed seeking millions. All counterclaims were dismissed and the jury also awarded plaintiff more than \$1,270,000 in attorney fees for prosecuting the underlying case and defending the dismissed counterclaims. Entire verdict upheld on appeal.

In another recent case he successfully defended a national restaurant chain in a claim brought by landlord for increased rents triggered by a radius clause which would have cost the client an additional \$3.7MM. Verdict achieved on summary judgment and trial court awarded \$359,756 in attorney fees incurred in defending the case and appeal. Successfully defended entire verdict on appeal and client has now been fully paid its judgment.

- SPEECHES and PUBLICATIONS

Co-author: "Practice Notes: Persuasive Arguments that the Texas Comparative Responsibility Statue Does not require a 100% Allocation of Responsibility," Texas Torts and Remedies, September 1991 Supp.

Co-author: "It Isn't Personal, It's Just Business - Business vs. Business; Owners vs. Owners"

The noted publication of Texas Lawyer has recognized one of his victories as one of the "Ten Biggest" of that year and wrote of another subsequent win, when the Plaintiff had sought \$50,000,000 for a tragic head injury and the jury found that Mr. Enoch's client (a helmet manufacturer) was not at fault. On the Plaintiff's side of the docket, he has helped his clients obtain, by judgment or settlement, multi-million dollar amounts for cases involving wrongful termination of employment to business torts involving investments in large businesses. Mr. Enoch also has also successfully helped families protect their loved ones in probate court from others who tried to financially exploit them and has defended attacks from others on their loved ones' wills and trusts.

Speaker Texas State Bar Advanced Civil Trial Seminars

- EDUCATION

Southern Methodist University (B.A. 1975)

Southern Methodist University School of Law (J.D. 1978)

Southern Methodist University School of Business (M.B.A. 1978)

FAA Multi-engine pilot's license

- AFFILIATIONS

National Order of the Barristers

State Bar of Texas

Who's Who in American Law

State Bar Advanced Civil Trial Seminars

Association of Attorney-Mediators

Dallas Area Rapid Transit



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 07/01/2024

Title: Audit Committee Meeting Report

Submitted By: Jed Johnson, City Auditor

Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Council Member Ed Moore, Chair of the Internal Audit Committee, and Jed Johnson, City Auditor, will provide a committee report on the following items:

- Landfill Renewable Natural Gas Audit
- Parks Operations Program Audit
- Benefits Billing Audit
- External Audit Engagement - Contract

Background

This briefing will provide the City Council with updates on the Internal Audit Department's recently completed audits.

Consideration / Recommendation

Council discussion.
