



## **AGENDA**

**CITY COUNCIL WORK SESSION  
City of Garland  
Work Session Room, City Hall  
200 North Fifth Street  
Garland, Texas  
February 3, 2014**

**6:00 p.m.**

### **DEFINITIONS:**

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

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

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

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

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

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

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

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

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, TEX. GOV'T CODE.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, TEX. GOV'T CODE.

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

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

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

**(6:00) 1. Written Briefings:**

**a. Portfolio Summary**

*The Portfolio Summary is provided to Council each quarter. The report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Policy Finance-06, Statement of Investment Policy and City Council Policy Finance-05, Statement of Investment Strategy.*

**b. Rate Mitigation Quarterly Portfolio**

*The Rate Mitigation Portfolio Report is provided to Council each quarter. The Report presents investment information regarding the balances held in the Rate Mitigation Fund.*

**c. Garland Power & Light Transmission & Distribution Director Contractor Agreement.**

*Council is requested to consider authorizing an Independent Contractor Agreement with Ross Owen to assist in the duties of the Garland Power & Light Transmission & Distribution Director, as well as work with GP&L management in the managing, organizational planning, and development of the GP&L Transmission & Distribution Division. This item is scheduled for formal consideration at the February 4, 2014 Regular Meeting.*

**d. Neighborhood Vitality Matching Grant**

*At their January 21, 2014 meeting, the Community Services Committee reviewed three Neighborhood Vitality Matching Grant applications. After discussion, the Committee recommended funding approval of all projects. If Council concurs, this item will be scheduled for formal consideration at the February 18, 2014 Regular Meeting.*

Item	Key Person
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**2. Regular Items:**

- a. Review and Deliberation of 2014 Capital Improvement Program** **Young/Bradford**

*Council will deliberate changes, if any, in the City Manager's Proposed Capital Improvement Plan.*

**3. Verbal Briefings:**

- a. Briefing on the 2013 Christmas on the Square Event** **Stone**

*Staff will brief Council on the 2013 Christmas on the Square event that was held on December 12, 2013.*

- b. Library and Park Boards Position on Possible Relocation of the Pace and Lyles Houses** **Willis/Dodson**

*At the request of Council Member John Willis and Mayor Pro Tem Lori Barnett Dodson, the Library and Park Boards were requested to provide their positions regarding the possible relocation of the Pace and Lyles Houses.*

- c. Disposition of Pace and Lyles Houses** **Willis/Dodson**

*At the request of Council Member John Willis and Mayor Pro Tem Lori Barnett Dodson, Council is requested to discuss and provide direction regarding the disposition of the Pace and Lyles Houses.*

- d. Community Services Committee Report** **Goebel**

*Council Member Anita Goebel, chair of the Community Services Committee, will provide a Committee report on the following items:*

- *Fees for temporary health permit.*

- *Draft ordinance for the 50-50 share program for sidewalk replacement.*
- *Draft ordinance regulating “payday loan” businesses.*

**e. Panama Canal Trip**

**Dodson/Stanley**

*Mayor Pro Tem Lori Barnett Dodson and Council Member Stephen Stanley will provide a report on their recent trip to the Panama Canal.*

**f. Transportation Committee Recommendation**

**Willis**

*At the January 21, 2014 Work Session, Council Member John Willis, chair of the Transportation Committee, briefed Council on the following items:*

- *Strategic Transportation Enhancement Plan for IH-635 East, SH-78, and IH-30.*
- *Amendment to the Consultation Services Retainer Agreement for Dean International, Inc.*

*The Committee is requesting Council discussion and direction. These items are scheduled for formal approval at the February 4, 2014 Regular Meeting.*

**g. Transportation Committee Report**

**Willis**

*On January 28, 2014, a Transportation Committee – Stakeholders meeting was held. Council Member John Willis, chair of the Transportation Committee, will provide a report on the following items that were considered.*

- *Overview of IH-635 East Project*
- *IH-30 “East Corridor” Project*
- *SH-78*
- *Future Steps*

**h. Voter Referendum – Street Refurbishment**

**Stanley/Willis**

*At the request of Council Members Stephen Stanley and John Willis, Council is requested to discuss the two-cent per hundred dollars of*

*assessed value, the revenue of such increase to be dedicated to the refurbishment of existing streets within the City of Garland.*

**i. Council Committees** **Willis/Dodson**

*At the request of Council Member John Willis and Mayor Pro Tem Lori Barnett Dodson, the City Attorney will provide a briefing on the legal structure of Council Committees.*

**j. Texas Municipal Power Agency (TMPA) Update** **Neighbor**

*At the request of Mayor Douglas Athas, the City Attorney will brief Council on the status of discussions and planning regarding the future of TMPA after 2018.*

**k. Vacancies on Boards and Commissions** **Athas**

*At the request of Mayor Douglas Athas, Council is required to discuss vacancies on the City's boards and commissions.*

**l. Approval of Travel Expenses** **Athas**

*At the request of Mayor Douglas Athas, Council is requested to discuss the approval of travel expenses for Council Member Stephen Stanley.*

**4. Consider the Consent Agenda** **Council**

*A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.*

**5. Announce Future Agenda Items** **Council**

*A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.*

**6. Adjourn**

**Council**



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Portfolio Summary

### Summary of Request/Problem

Staff presents the Portfolio Summary report to Council each quarter. The report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Policy Finance-06, Statement of Investment Policy and City Council Policy Finance-05, Statement of Investment Strategy.

### Recommendation/Action Requested and Justification

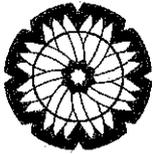
The December 31, 2013 Portfolio Summary is presented to inform the Council. Staff will be available to discuss the report with Council.

**Submitted By:**

**David Schuler**  
**Managing Director for Financial Services**

**Approved By:**

**William E. Dollar**  
**City Manager**



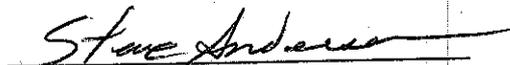
# GARLAND

City of Garland  
Financial Services

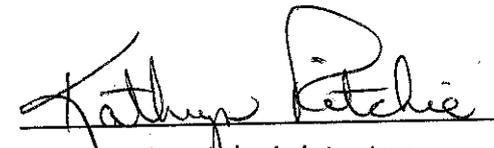
## City of Garland Portfolio Selected Funds Texas Compliance Summary Sorted by Investment Class October 1, 2013 - December 31, 2013

Investment Class		Par Value	Market Value	Book Value	Accrued Interest
> 1 Year FV	Value beginning 10/01/2013	330,115,000.00	328,719,995.94	330,044,823.33	426,148.09
	Net Change	-49,000,000.00	-48,113,748.76	-48,989,562.87	-117,505.54
	Value ending 12/31/2013	281,115,000.00	280,606,247.18	281,055,260.46	308,642.55
< 1 Year AC	Value beginning 10/01/2013	70,599,106.98	70,599,106.98	70,599,106.98	132,048.13
	Net Change	82,823,958.25	82,845,777.88	82,842,483.73	-103.27
	Value ending 12/31/2013	153,423,065.23	153,444,884.86	153,441,590.71	131,944.86
<b>Total</b>	Value beginning 10/01/2013	400,714,106.98	399,319,102.92	400,643,930.31	558,196.22
	Net Change	33,823,958.25	34,732,029.12	33,852,920.86	-117,608.81
	Value ending 12/31/2013	434,538,065.23	434,051,132.04	434,496,851.17	440,587.41

This report is prepared in compliance with Generally Accepted Accounting Principles, the Public Funds Investment Act and the Statement of Investment Strategies as approved by the City Council.

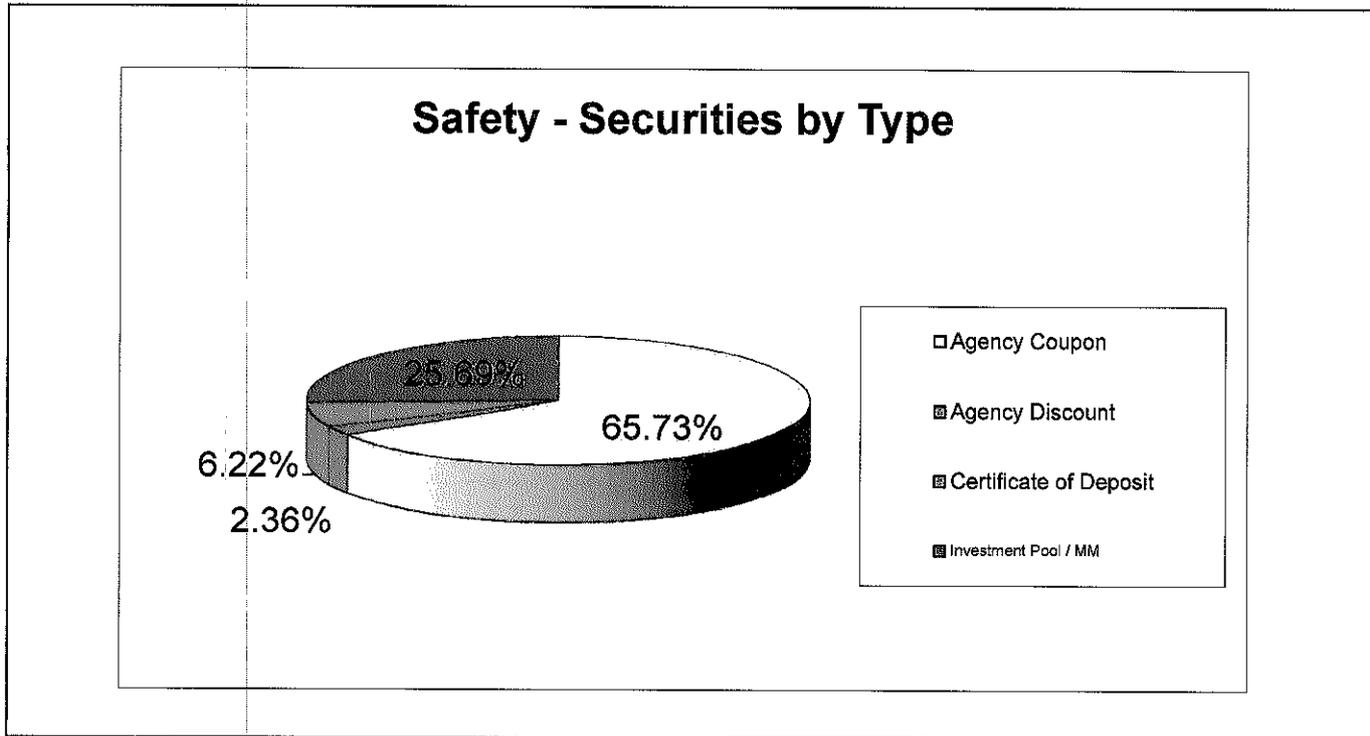
  
Investment & Debt  
Director

  
Managing Director  
Financial Services

  
Accounting Administrator

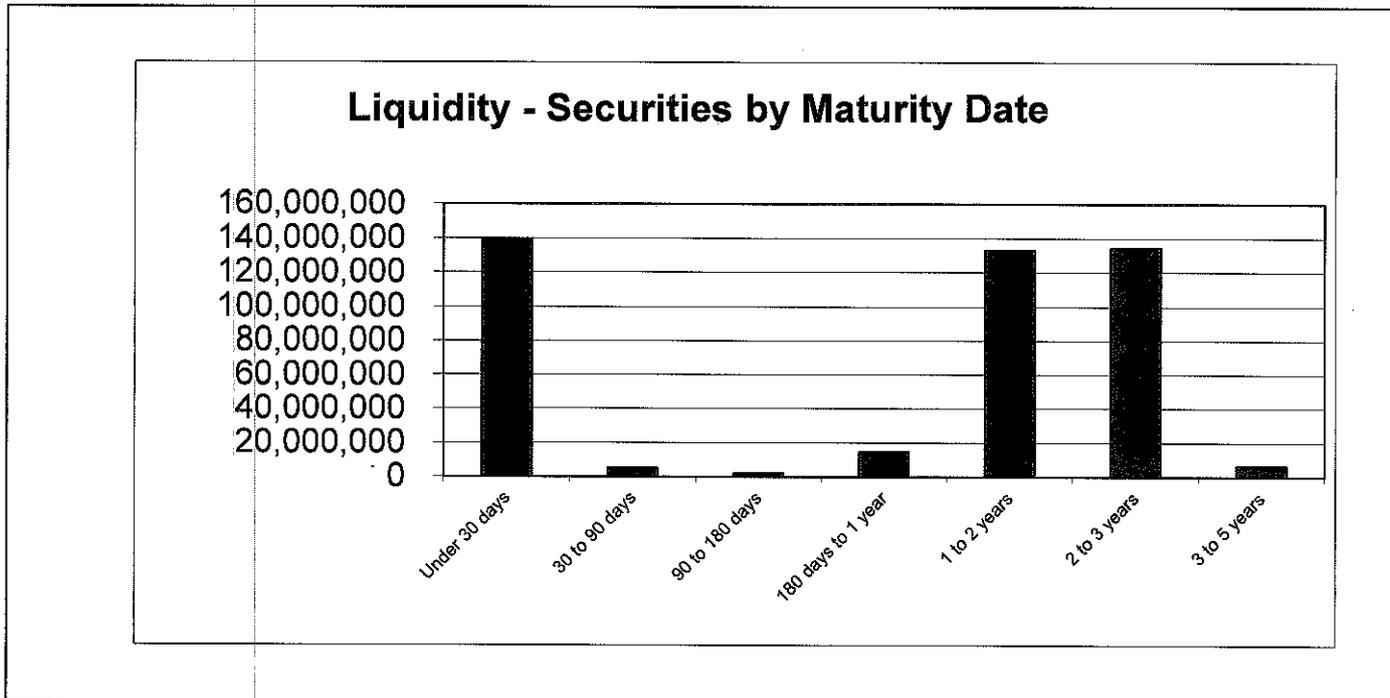
**Safety - Securities by Type**  
**City of Garland, Texas**  
**December 31, 2013**

<u>Security Type</u>	<u>Treasury</u>	<u>GO I &amp; S</u>	<u>Rate Mitigation</u>	<u>CMH Landfill</u>	<u>Total Book Value</u>	<u>Percent</u>
Agency Coupon	129,151,616	1,498,870	147,133,668	7,798,819	285,582,973	65.73%
Agency Discount	0	0	8,992,028	1,273,785	10,265,813	2.36%
Certificate of Deposit	22,034,685	5,012,019	0	0	27,046,704	6.22%
Investment Pool / MM	76,744,906	15,206,597	19,631,859	17,998	111,601,360	25.69%
Total	<u>227,931,207</u>	<u>21,717,486</u>	<u>175,757,555</u>	<u>9,090,602</u>	<u>434,496,850</u>	<u>100.00%</u>



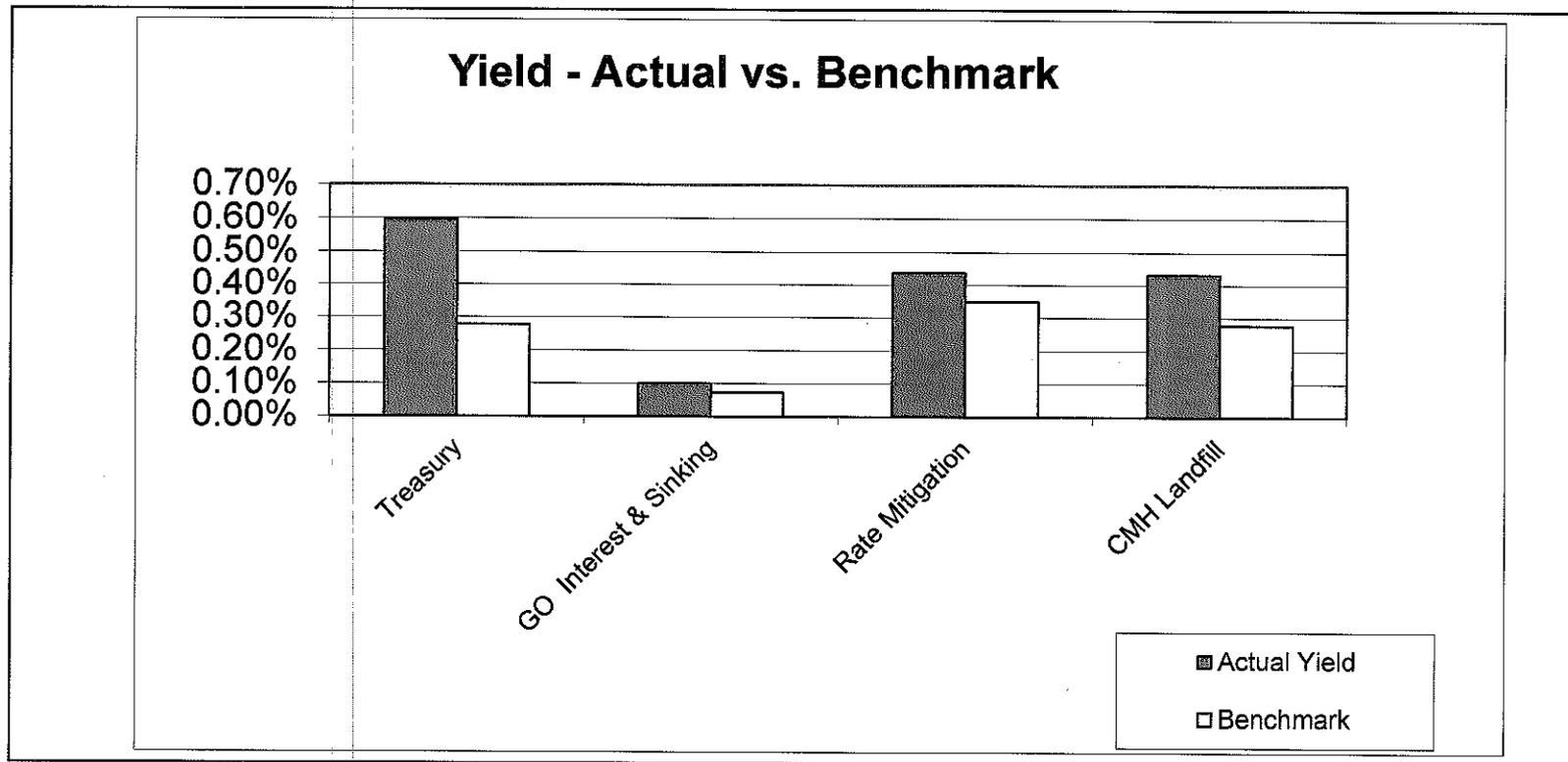
**Liquidity - Securities by Maturity Date**  
**City of Garland, Texas**  
**December 31, 2013**

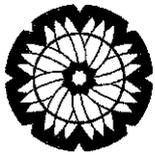
	<u>Treasury</u>	<u>GO I &amp; S</u>	<u>Rate Mitigation</u>	<u>CMH Landfill</u>	<u>Total Par Value</u>	<u>Percent</u>
Under 30 days	98,779,591	20,218,616	19,631,859	17,998	138,648,064	31.91%
30 to 90 days	0	0	5,000,000	0	5,000,000	1.15%
90 to 180 days	0	0	2,000,000	0	2,000,000	0.46%
180 days to 1 year	5,000,000	1,500,000	7,000,000	1,275,000	14,775,000	3.40%
1 to 2 years	68,160,000	0	63,000,000	2,000,000	133,160,000	30.64%
2 to 3 years	56,000,000	0	72,655,000	5,800,000	134,455,000	30.94%
3 to 5 years	0	0	6,500,000	0	6,500,000	1.50%
	<u>227,939,591</u>	<u>21,718,616</u>	<u>175,786,859</u>	<u>9,092,998</u>	<u>434,538,064</u>	<u>100.00%</u>
Weighted Average Maturity Days	400	16	643	716		



**Yield - Interest Income  
City of Garland, Texas  
December 31, 2013**

<u>Portfolio</u>	<u>Interest Income Fiscal YTD</u>	<u>Current Yield</u>	<u>Benchmark Yield</u>	<u>Unrealized Gain (Loss)</u>
Treasury	\$192,536	0.595%	0.278%	(\$97,643)
GO Interest & Sinking Rate Mitigation	\$3,924	0.100%	0.072%	\$193
CMH Landfill	\$208,431	0.437%	0.349%	(\$332,029)
<b>Total Portfolios</b>	<b>\$9,496</b>	<b>0.431%</b>	<b>0.278%</b>	<b>(\$16,239)</b>
	<b>\$414,387</b>			<b>(\$445,718)</b>





# GARLAND

**City of Garland Portfolio Selected Funds  
Texas Compliance Details  
Sorted by Investment Class  
December 31, 2013**

City of Garland  
Financial Services

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
<b>Investment Class: &gt; 1 Year FV</b>												
3136FPKA4	1499	214	Fed National Mort Assoc	FAC	5,000,000.00	03/28/2014		1.250	100.255	12/31/2013	5,012,770.00	5,000,539.43
313385XH4	2001	214	Federal Home Loan Bank	AFD	2,000,000.00	05/27/2014		0.110	99.971	12/31/2013	1,999,436.00	1,999,107.78
3134G3NL0	1716	214	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	02/24/2015	02/24/2014	0.500	100.035	12/31/2013	3,001,077.00	2,999,713.19
3134G3NL0	2000	100	Federal Home Loan Mort. Corp.	FAC	1,000,000.00	02/24/2015	02/24/2014	0.500	100.035	12/31/2013	1,000,359.00	999,904.40
3134G3QH6	1719	214	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	03/05/2015	03/05/2014	0.570	100.083	12/31/2013	3,002,499.00	3,000,000.00
3133EA3T3	1886	100	Federal Farm Credit Bank	FAC	3,000,000.00	04/09/2015		0.330	100.001	12/31/2013	3,000,039.00	2,999,465.67
3133EA3T3	1887	214	Federal Farm Credit Bank	FAC	2,000,000.00	04/09/2015		0.330	100.001	12/31/2013	2,000,026.00	1,999,643.78
3133EAZU5	1840	100	Federal Farm Credit Bank	FAC	3,000,000.00	04/24/2015		0.450	100.002	12/31/2013	3,000,060.00	3,000,000.00
3133EAZU5	1841	214	Federal Farm Credit Bank	FAC	2,000,000.00	04/24/2015		0.450	100.002	12/31/2013	2,000,040.00	2,000,000.00
3133EAZU5	1844	100	Federal Farm Credit Bank	FAC	2,000,000.00	04/24/2015		0.450	100.002	12/31/2013	2,000,040.00	1,999,951.88
3133EAZU5	1845	214	Federal Farm Credit Bank	FAC	4,000,000.00	04/24/2015		0.450	100.002	12/31/2013	4,000,080.00	3,999,903.76
3133ECA61	1908	100	Federal Farm Credit Bank	FAC	3,000,000.00	06/18/2015		0.320	99.967	12/31/2013	2,999,025.00	2,999,121.67
3133ECA61	1909	214	Federal Farm Credit Bank	FAC	2,000,000.00	06/18/2015		0.320	99.967	12/31/2013	1,999,350.00	1,999,414.44
3133ECA61	1998	214	Federal Farm Credit Bank	FAC	2,000,000.00	06/18/2015		0.320	99.967	12/31/2013	1,999,350.00	1,995,914.73
3135G0VP5	1949	100	Fed National Mort Assoc	FAC	4,000,000.00	06/26/2015	03/26/2014	0.350	100.013	12/31/2013	4,000,544.00	3,999,735.80
3133EA3X4	1884	100	Federal Farm Credit Bank	FAC	3,000,000.00	07/09/2015		0.350	99.986	12/31/2013	2,999,595.00	2,999,086.67
3133EA3X4	1885	214	Federal Farm Credit Bank	FAC	2,000,000.00	07/09/2015		0.350	99.986	12/31/2013	1,999,730.00	1,999,391.11
3133ECDK7	1930	100	Federal Farm Credit Bank	FAC	3,000,000.00	07/29/2015		0.340	99.961	12/31/2013	2,998,845.00	2,998,580.00
3133ECDK7	1931	214	Federal Farm Credit Bank	FAC	2,000,000.00	07/29/2015		0.340	99.961	12/31/2013	1,999,230.00	1,999,053.33
3133EAB98	1848	100	Federal Farm Credit Bank	FAC	3,000,000.00	08/06/2015		0.450	100.002	12/31/2013	3,000,069.00	2,999,920.14
3134G3L24	1996	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	09/25/2015		0.500	100.144	12/31/2013	3,004,341.00	3,000,536.26
3133EA2K3	1873	100	Federal Farm Credit Bank	FAC	4,000,000.00	09/28/2015		0.450	100.002	12/31/2013	4,000,104.00	3,998,838.89
3133EA2K3	1874	214	Federal Farm Credit Bank	FAC	3,000,000.00	09/28/2015		0.450	100.002	12/31/2013	3,000,078.00	2,999,129.17
3133EA2H0	1875	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/01/2015		0.440	100.002	12/31/2013	3,000,075.00	3,000,000.00
3133EA2H0	1876	214	Federal Farm Credit Bank	FAC	2,000,000.00	10/01/2015		0.440	100.002	12/31/2013	2,000,050.00	2,000,000.00
3133EA3G1	1879	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/09/2015		0.420	100.002	12/31/2013	3,000,072.00	3,000,000.00
3133EA3G1	1880	214	Federal Farm Credit Bank	FAC	2,000,000.00	10/09/2015		0.420	100.002	12/31/2013	2,000,048.00	2,000,000.00
3133ECL93	1962	100	Federal Farm Credit Bank	FAC	1,200,000.00	10/15/2015		0.320	99.878	12/31/2013	1,198,542.00	1,199,453.58
3133ECL93	1963	214	Federal Farm Credit Bank	FAC	4,000,000.00	10/15/2015		0.320	99.878	12/31/2013	3,995,140.00	3,998,178.59
3133ECL93	1964	635	Federal Farm Credit Bank	FAC	2,000,000.00	10/15/2015		0.320	99.878	12/31/2013	1,997,570.00	1,999,089.29
3133EA4B1	1888	100	Federal Farm Credit Bank	FAC	5,000,000.00	10/16/2015		0.440	100.002	12/31/2013	5,000,130.00	5,000,000.00
3133EA4B1	1889	214	Federal Farm Credit Bank	FAC	3,000,000.00	10/16/2015		0.440	100.002	12/31/2013	3,000,078.00	3,000,000.00

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Portfolio CITY  
AP

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City of Garland Portfolio Selected Funds  
Texas Compliance Details  
December 31, 2013

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
<b>Investment Class: &gt; 1 Year FV</b>												
3133EA4Z8	1894	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/22/2015		0.410	100.002	12/31/2013	3,000,069.00	2,998,191.67
313381PY5	1920	100	Federal Home Loan Bank	FAC	3,000,000.00	10/23/2015		0.400	99.962	12/31/2013	2,998,887.00	2,999,012.12
313381PY5	1921	214	Federal Home Loan Bank	FAC	2,000,000.00	10/23/2015		0.400	99.962	12/31/2013	1,999,258.00	1,999,341.41
313381PY5	1929	214	Federal Home Loan Bank	FAC	3,000,000.00	10/23/2015		0.400	99.962	12/31/2013	2,998,887.00	2,998,615.57
313381PY5	1943	100	Federal Home Loan Bank	FAC	2,250,000.00	10/23/2015		0.400	99.962	12/31/2013	2,249,165.25	2,249,610.67
3135G0QR7	1890	100	Fed National Mort Assoc	FAC	3,000,000.00	10/30/2015	01/30/2014	0.460	99.988	12/31/2013	2,999,655.00	3,000,000.00
3135G0QR7	1893	100	Fed National Mort Assoc	FAC	3,000,000.00	10/30/2015	01/30/2014	0.460	99.988	12/31/2013	2,999,655.00	3,000,000.00
3133EC2L7	1898	214	Federal Farm Credit Bank	FAC	3,000,000.00	11/13/2015		0.440	100.002	12/31/2013	3,000,081.00	3,000,000.00
3136G1LX5	1975	214	Fed National Mort Assoc	FAC	3,000,000.00	11/13/2015		0.320	99.850	12/31/2013	2,985,524.00	3,000,000.00
313382ZN6	1976	100	Federal Home Loan Bank	FAC	3,710,000.00	11/20/2015		0.300	99.750	12/31/2013	3,709,739.84	3,709,580.15
313382ZN6	1977	214	Federal Home Loan Bank	FAC	4,000,000.00	11/20/2015		0.300	99.750	12/31/2013	3,990,016.00	3,999,547.33
3133EAS25	1867	214	Federal Farm Credit Bank	FAC	2,000,000.00	12/04/2015		0.500	100.003	12/31/2013	2,000,064.00	2,000,000.00
3133EC6V1	1906	100	Federal Farm Credit Bank	FAC	3,000,000.00	12/17/2015		0.390	99.949	12/31/2013	2,998,470.00	2,999,019.44
3133EC6V1	1907	214	Federal Farm Credit Bank	FAC	2,000,000.00	12/17/2015		0.390	99.949	12/31/2013	1,998,980.00	1,999,346.30
3133ECAJ3	1916	214	Federal Farm Credit Bank	FAC	3,000,000.00	12/18/2015		0.400	99.896	12/31/2013	2,996,889.00	2,997,526.82
313381H99	1910	100	Federal Home Loan Bank	FAC	3,000,000.00	12/21/2015		0.410	99.899	12/31/2013	2,996,997.00	2,998,718.06
313381H99	1911	214	Federal Home Loan Bank	FAC	5,000,000.00	12/21/2015		0.410	99.899	12/31/2013	4,994,995.00	4,999,178.24
313381HL2	1913	635	Federal Home Loan Bank	FAC	2,000,000.00	12/28/2015		0.450	99.893	12/31/2013	1,997,862.00	2,000,000.00
3133EA3H9	1881	214	Federal Farm Credit Bank	FAC	2,000,000.00	01/11/2016		0.470	100.003	12/31/2013	2,000,062.00	2,000,000.00
3133EA3H9	1891	214	Federal Farm Credit Bank	FAC	3,000,000.00	01/11/2016		0.470	100.003	12/31/2013	3,000,093.00	3,000,000.00
3134G33X6	1919	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/15/2016	01/15/2014	0.500	99.951	12/31/2013	1,999,038.00	2,000,000.00
3134G33X6	1932	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/15/2016	01/15/2014	0.500	99.951	12/31/2013	2,998,557.00	2,999,277.69
3134G33X6	1933	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/15/2016	01/15/2014	0.500	99.951	12/31/2013	1,999,038.00	1,999,518.46
313381SV8	1922	100	Federal Home Loan Bank	FAC	3,000,000.00	01/29/2016		0.500	99.907	12/31/2013	2,997,219.00	3,000,000.00
313381SV8	1923	214	Federal Home Loan Bank	FAC	2,000,000.00	01/29/2016		0.500	99.907	12/31/2013	1,998,146.00	2,000,000.00
3135G0TH6	1924	214	Fed National Mort Assoc	FAC	3,000,000.00	01/29/2016	01/29/2014	0.480	99.850	12/31/2013	2,995,524.00	2,998,896.11
313381V85	1925	214	Federal Home Loan Bank	FAC	2,000,000.00	01/29/2016		0.410	99.831	12/31/2013	1,996,630.00	2,000,000.00
313381WJ0	1926	100	Federal Home Loan Bank	FAC	2,000,000.00	01/29/2016		0.410	99.882	12/31/2013	1,997,646.00	1,999,307.41
313382VE0	1960	100	Federal Home Loan Bank	FAC	3,000,000.00	02/02/2016		0.330	99.663	12/31/2013	2,989,899.00	2,997,610.45
313382VE0	1961	214	Federal Home Loan Bank	FAC	2,000,000.00	02/02/2016		0.330	99.663	12/31/2013	1,993,266.00	1,998,406.97
313382VE0	1968	100	Federal Home Loan Bank	FAC	3,000,000.00	02/02/2016		0.330	99.663	12/31/2013	2,989,899.00	2,998,702.82
313382VE0	1971	100	Federal Home Loan Bank	FAC	2,000,000.00	02/02/2016		0.330	99.663	12/31/2013	1,993,266.00	1,999,135.21
313382VE0	1972	214	Federal Home Loan Bank	FAC	3,000,000.00	02/02/2016		0.330	99.663	12/31/2013	2,989,899.00	2,998,702.82
3133ECELA	1935	214	Federal Farm Credit Bank	FAC	3,000,000.00	02/08/2016		0.510	100.003	12/31/2013	3,000,102.00	2,998,317.78
3134G3LJ7	1864	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	02/10/2016	02/10/2014	0.950	100.083	12/31/2013	2,001,672.00	2,009,672.21
3133ECFM1	1939	100	Federal Farm Credit Bank	FAC	2,000,000.00	02/22/2016		0.490	99.994	12/31/2013	1,999,894.00	1,998,786.39

City of Garland Portfolio Selected Funds  
Texas Compliance Details  
December 31, 2013

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
<b>Investment Class: &gt; 1 Year FV</b>												
3135G0VR1	1992	100	Fed National Mort Assoc	FAC	2,000,000.00	03/28/2016	03/28/2014	0.500	99.889	12/31/2013	1,997,780.00	1,997,932.01
3134G3L40	1872	214	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	04/04/2016	01/04/2014	0.600	99.978	12/31/2013	2,999,349.00	2,999,516.07
313382LF8	1951	100	Federal Home Loan Bank	FAC	3,000,000.00	04/11/2016		0.500	99.845	12/31/2013	2,995,356.00	3,000,000.00
313382LF8	1952	214	Federal Home Loan Bank	FAC	2,000,000.00	04/11/2016		0.500	99.845	12/31/2013	1,996,904.00	2,000,000.00
3133ECKZ6	1956	100	Federal Farm Credit Bank	FAC	3,000,000.00	04/11/2016	04/11/2014	0.430	99.728	12/31/2013	2,991,861.00	2,997,380.56
3133ECKZ6	1957	214	Federal Farm Credit Bank	FAC	2,000,000.00	04/11/2016	04/11/2014	0.430	99.728	12/31/2013	1,994,574.00	1,998,253.70
3133ECLA0	1966	100	Federal Farm Credit Bank	FAC	3,000,000.00	04/12/2016		0.410	99.745	12/31/2013	2,992,362.00	2,998,845.83
3133ECLA0	1967	214	Federal Farm Credit Bank	FAC	2,000,000.00	04/12/2016		0.410	99.745	12/31/2013	1,994,908.00	1,999,230.55
313382MC4	1953	100	Federal Home Loan Bank	FAC	3,000,000.00	04/15/2016		0.500	99.774	12/31/2013	2,993,238.00	2,999,977.11
3135G0VZ3	1954	100	Fed National Mort Assoc	FAC	3,000,000.00	04/18/2016		0.550	99.788	12/31/2013	2,993,658.00	2,999,310.83
3135G0VZ3	1955	214	Fed National Mort Assoc	FAC	2,000,000.00	04/18/2016		0.550	99.788	12/31/2013	1,995,772.00	1,999,540.56
3133ECM76	1958	100	Federal Farm Credit Bank	FAC	3,000,000.00	04/22/2016		0.400	99.657	12/31/2013	2,989,710.00	2,997,691.67
3133ECM76	1959	214	Federal Farm Credit Bank	FAC	2,000,000.00	04/22/2016		0.400	99.657	12/31/2013	1,993,140.00	1,998,461.11
3133ECME1	1973	100	Federal Farm Credit Bank	FAC	2,000,000.00	04/25/2016	04/25/2014	0.400	99.692	12/31/2013	1,993,850.00	1,999,922.20
3133ECME1	1974	214	Federal Farm Credit Bank	FAC	3,000,000.00	04/25/2016	04/25/2014	0.400	99.692	12/31/2013	2,990,775.00	2,999,416.51
3135G0WK5	1984	100	Fed National Mort Assoc	FAC	3,000,000.00	04/25/2016		0.500	99.708	12/31/2013	2,991,267.00	2,996,548.97
3135G0WK5	1985	214	Fed National Mort Assoc	FAC	2,000,000.00	04/25/2016		0.500	99.708	12/31/2013	1,994,178.00	1,997,699.31
3136G1R92	1995	100	Fed National Mort Assoc	FAC	2,000,000.00	04/29/2016	01/29/2014	0.750	100.041	12/31/2013	2,000,830.00	1,999,322.83
3133ECQ49	1978	100	Federal Farm Credit Bank	FAC	3,000,000.00	05/23/2016		0.440	99.701	12/31/2013	2,991,042.00	2,998,064.44
3133ECQ49	1979	214	Federal Farm Credit Bank	FAC	2,000,000.00	05/23/2016		0.440	99.701	12/31/2013	1,994,028.00	1,998,722.96
3133ECQ31	1980	100	Federal Farm Credit Bank	FAC	3,000,000.00	05/23/2016	05/23/2014	0.430	99.682	12/31/2013	2,990,481.00	2,997,126.67
3133ECQ31	1981	214	Federal Farm Credit Bank	FAC	2,000,000.00	05/23/2016	05/23/2014	0.430	99.682	12/31/2013	1,993,654.00	1,998,084.44
3134G46A1	1982	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	06/06/2016		0.500	99.685	12/31/2013	2,990,565.00	2,999,975.69
3134G46A1	1983	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	06/06/2016		0.500	99.685	12/31/2013	1,993,710.00	1,999,983.80
3135G0SR5	1912	635	Fed National Mort Assoc	FAC	3,800,000.00	06/27/2016		0.560	99.654	12/31/2013	3,786,882.40	3,799,729.78
313382M75	1985	214	Federal Home Loan Bank	FAC	2,155,000.00	07/15/2016		0.550	99.716	12/31/2013	2,148,899.19	2,155,000.00
313381VK8	1934	214	Federal Home Loan Bank	FAC	3,000,000.00	07/29/2016		0.575	99.737	12/31/2013	2,992,110.00	2,996,130.26
3136G1QD4	1994	100	Fed National Mort Assoc	FAC	2,000,000.00	07/29/2016	01/29/2014	1.000	100.052	12/31/2013	2,001,040.00	2,000,000.00
3133EC3F9	1903	214	Federal Farm Credit Bank	FAC	3,000,000.00	08/26/2016		0.550	99.714	12/31/2013	2,991,420.00	2,998,297.18
3133ECAQ7	1914	214	Federal Farm Credit Bank	FAC	2,500,000.00	09/19/2016		0.540	99.568	12/31/2013	2,489,205.00	2,497,736.11
313382HZ9	1948	214	Federal Home Loan Bank	FAC	2,000,000.00	10/03/2016		0.640	99.742	12/31/2013	1,994,852.00	2,000,000.00
3133ECNT7	1969	214	Federal Farm Credit Bank	FAC	2,000,000.00	11/07/2016		0.540	99.346	12/31/2013	1,986,938.00	2,000,000.00
3135G0VY5	1970	214	Fed National Mort Assoc	FAC	2,000,000.00	11/14/2016	05/14/2014	0.550	99.340	12/31/2013	1,986,800.00	1,999,836.03
313381BG9	1928	214	Federal Home Loan Bank	FAC	3,000,000.00	11/28/2016		0.625	99.479	12/31/2013	2,984,379.00	2,998,843.39
3134G3Z37	1902	214	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	12/05/2016		0.625	99.399	12/31/2013	2,981,985.00	2,997,804.17
3133EC2M5	1899	214	Federal Farm Credit Bank	FAC	2,000,000.00	11/13/2017		0.940	97.685	12/31/2013	1,953,702.00	2,000,000.00

City of Garland Portfolio Selected Funds  
Texas Compliance Details  
December 31, 2013

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
<b>Investment Class: &gt; 1 Year FV</b>												
313381ME2	1918	214	Federal Home Loan Bank	FAC	2,500,000.00	12/28/2017		0.600	96.533	12/31/2013	2,413,342.50	2,500,000.00
3134G34W7	1927	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/30/2018	01/30/2014	1.250	98.863	12/31/2013	1,977,264.00	2,012,160.06
<b>Subtotal</b>					<b>281,115,000.00</b>						<b>280,606,247.18</b>	<b>281,055,260.46</b>
<b>Investment Class: &lt; 1 Year AC</b>												
SYSLANDFILL	1812	635	TEXPOOL Investement Pool	RRP	17,998.48			0.032	100.000	12/31/2013	17,998.48	17,998.48
SYSGOI&S	1814	111	TEXPOOL Investement Pool	RRP	15,206,597.06			0.032	100.000	12/31/2013	15,206,597.06	15,206,597.06
SYSRATE	1815	214	TEXPOOL Investement Pool	RRP	19,631,859.54			0.032	100.000	12/31/2013	19,631,859.54	19,631,859.54
SYSTXSTAR	1822	100	TexStar	RRP	14,888,922.26			0.036	100.000	12/31/2013	14,888,922.26	14,888,922.26
SYSCOMPAPER	1823	601	Fidelity Investments	RRP	5,719,847.67			0.010	100.000	12/31/2013	5,719,847.67	5,719,847.67
SYSTREASURY	1825	100	TEXPOOL Investement Pool	RRP	56,136,135.77			0.032	100.000	12/31/2013	56,136,135.77	56,136,135.77
SYSFICA - CD	1944	100	Federally Insured Cash Account	RRP	15,026,178.56			0.180	100.000	12/31/2013	15,026,178.56	15,026,178.56
SYSICSA	1945	111	Insured Cash Shelter Account	RRP	5,012,019.35			0.300	100.000	12/31/2013	5,012,019.35	5,012,019.35
SYS1991	1991	100	Insured Cash Shelter Account	RRP	7,008,506.54			0.300	100.000	12/31/2013	7,008,506.54	7,008,506.54
313397B91	2004	111	Federal Home Loan Mortgage Cor	AFD	1,500,000.00	08/15/2014		0.120	99.937	12/31/2013	1,499,062.50	1,498,870.00
3137EACV9	2007	100	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	08/27/2014		1.000	100.581	12/31/2013	5,029,075.00	5,027,950.00
313589E41	2003	635	Fed National Mort Assoc	AFD	1,275,000.00	09/03/2014		0.140	99.925	12/31/2013	1,274,050.13	1,273,785.21
313589E66	2002	214	Fed National Mort Assoc	AFD	4,000,000.00	09/05/2014		0.140	99.924	12/31/2013	3,996,996.00	3,996,157.77
313385G26	2005	214	Federal Home Loan Bank	AFD	3,000,000.00	09/17/2014		0.150	99.921	12/31/2013	2,997,636.00	2,996,762.50
<b>Subtotal</b>					<b>153,423,065.23</b>						<b>153,444,884.86</b>	<b>153,441,590.71</b>
<b>Total</b>					<b>434,538,065.23</b>						<b>434,051,132.04</b>	<b>434,496,851.17</b>



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Rate Mitigation Quarterly Portfolio Report

### Summary of Request/Problem

The Rate Mitigation Portfolio Report is provided to Council each quarter. The Report presents investment information regarding the balances held in the Rate Mitigation Fund.

### Recommendation/Action Requested and Justification

The December 31, 2013 Rate Mitigation Quarterly Portfolio Report is presented to inform the Council. Staff will be available to discuss the report with Council.

**Submitted By:**

**David Schuler**  
**Managing Director for Financial Services**

**Approved By:**

**William E. Dollar**  
**City Manager**

Rate Mitigation Fund  
 Quarterly Portfolio Report  
 December 31, 2013

Portfolio Book Value - October 1, 2013		\$175,500,546
Transfers (to) from GP&L Operating Fund		0
Interest income:		
October 1 - December 31	\$257,009	
January 1 - March 31	0	
April 1- June 30	0	
July 1- September 30	0	
Total interest income recognized - fiscal year-to-date	\$257,009	
Adjustment for beginning and ending accruals	0	
Total interest income received - fiscal year-to-date		257,009
Portfolio Book Value - December 31, 2013		<u>\$175,757,555</u>

Portfolio Book Value is the value of the entire portfolio that is recorded in the financial records. The interest income received in each quarter increases the portfolio book value. The adjustment for the beginning and ending accruals is an accounting entry.

Portfolio Book Value - December 31, 2013		\$175,757,555
Future interest income to be earned		29,305
Portfolio Par Value - December 31, 2013		<u>\$175,786,860</u>

Portfolio Par Value is the face value, at maturity, of the various securities held in the portfolio. The variance between Book Value and Par Value is one component of future income that will be earned as each security matures. Unlike Book Value, Par Value is not recorded in the financial records. It is reported for informational purposes only.

Portfolio Book Value - December 31, 2013		\$175,757,555
Unrealized gain (loss)		-332,029
Portfolio Market Value - December 31, 2013		<u>\$175,425,526</u>

Portfolio Market Value is the current Fair Market Value of the various securities in the portfolio. Generally, Fair Market Value of a fixed income security will decline as interest rates rise. Conversely, as interest rates fall, the Fair Market Value of a fixed income security will increase. Governmental financial reporting standards require that Fair Market Value and the changes in Fair Market Values be reported in year-end financial statements.

It should be noted that declines of Fair Market Value below Book Value are reported as Unrealized Losses for informational purposes. The City does not realize investment losses because securities are held to maturity.



Meeting: Work Session

Date: February 3, 2014

# Policy Report

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## **GARLAND POWER & LIGHT TRANSMISSION & DISTRIBUTION DIRECTOR CONTRACTOR AGREEMENT**

### **ISSUE**

Garland Power & Light (GP&L) is in need of a Transmission & Distribution Director to work with GP&L management in the organizational planning and development of the GP&L Transmission & Distribution Division. The Director will also assist GP&L in its management, planning, and development of the TMPA Transmission System.

### **OPTIONS**

- (1) Authorize the City Manager, or his representative to execute the GP&L Independent Contractor Agreement. This item is scheduled for formal consideration at the February 4, 2014 Regular Session.
- (2) Do not authorize.

### **RECOMMENDATION**

Staff recommends that Council consider approval of option number one with authorization for the City Manager, or his representative to execute the GP&L Independent Contractor Agreement. This item is scheduled for formal approval at the February 4, 2014 Regular Meeting.

### **COUNCIL GOAL**

Sustainable Quality Development and Redevelopment  
Consistent Delivery of Reliable City Services

### **BACKGROUND**

The previous GP&L Transmission and Distribution Director retired in July 2013. GP&L has been searching for a replacement since that time and has relied on an interim director for the majority of that time.

**CONSIDERATION**

The appointment of a new Transmission & Distribution Director through this Contractor Agreement will allow GP&L's Transmission & Distribution Division to return to its normal organizational structure and operation with a full-time Director.

**ATTACHMENT**

Contractor Agreement

Submitted By:

Jeff Janke  
Garland Power & Light

Date: January 28, 2014

Approved By:

William E. Dollar  
City Manager

Date: January 28, 2014

## **PROFESSIONAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into as of the 4<sup>th</sup> day of February 2014, between the City of Garland, Texas ("the City") and Ross G. Owen ("the Contractor").

1. Retention/Engagement. Subject to the terms and conditions of this Agreement (and including any Exhibits hereto), the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached document as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the City, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall, from time to time, submit to the City all reasonable out-of pocket expenses incurred by the Contractor in connection with the performance of duties hereunder. The City will reimburse Contractor for approved expenses in accordance with City Directives relating to business expenses. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from the City's facilities shall not be reimbursable.
4. Confidentiality. The Contractor acknowledges that during the engagement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the City and/or used by the City in connection with the operation of its business including, without limitation, the City's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees to not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the City. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the City, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the City. The Contractor shall not retain any copies of the foregoing without the City's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the City, the Contractor shall immediately deliver to the City all such files, records, documents, specifications, information, and other items in his possession or under his control. The Contractor further agrees that Contractor will not disclose Contractor's retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the City and shall at all times preserve the confidential nature of his relationship to the City and of the services hereunder.
5. Conflicts of Interest; Non-hire Provision. The Contractor represents that there are no barriers to this engagement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering duties to the City shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which would violate the proprietary interests of any third party. During the term of this

agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of Contractor's duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the City. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage leaving the City's employment, any current employee, consultant, or contractor of the City or hiring any former-employee, consultant, or contractor who has left the City's employment or contractual engagement within one year of such employment or engagement.

6. Termination. The City or Contractor may terminate this Agreement at any time on thirty days' written notice. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. In the event the City terminates this Agreement and Contractor is not in default or in breach of this Agreement, the City agrees to pay Contractor for all services actually performed and for expenses actually incurred as of the day of termination, provided that such services and expenses conform to the terms of this Agreement.
7. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent, official, or representative of the City for any purpose. The Contractor is and will remain an independent contractor in his relationship with the City. No language herein is intended to create an employer-employee relationship between the Contractor and the City. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Income taxes, self-employment taxes, social security taxes, and the like are the sole responsibility of the Contractor.
8. Insurance. The Contractor will carry professional liability coverage (if warranted) relative to any service that is performed for and/or required by the City.
9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
10. Choice of Law; Venue. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
11. Indemnity. Contractor agrees to indemnify and hold the City, its agents, employees and representatives harmless from and against any loss, cost, damages or expenses (including attorney and expert witness fees) arising from or attributable to the performance of Contractor under this Agreement whether attributable solely to Contractor or jointly to and between Contractor and others, including any party indemnified herein and including liability arising from strict or other non-fault based liability.

12. Assignment. Neither party shall have the right to assign any rights under this Agreement, or delegate the performance of any duty hereunder, without the prior written consent of the other party.
13. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
14. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
15. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall remain in full force and effect.
16. Notices. Any notice required or desired to be given to either party hereto shall be sent by: (1) hand delivery; (2) by a third-party delivery service (UPS/FedEx or the like); or (3) USPS certified mail, return receipt requested. The "date of receipt" shall be the date of actual receipt by the receiving party. Any change of address for notice shall be made in writing and delivered by any of the methods set forth above. No such change shall be effective until received by the other party. No party may change the address for notice to a foreign address.
17. Waiver. Either party 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.
18. Paragraph Headings; Construction. 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. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.
19. 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.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
21. Exhibits. All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.
22. Non-Collusion. Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall

not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under this Agreement) for any of the services performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under this Agreement.

23. Drug Test. Due to safety issues in and around City property where Contractor's duties will be performed, the Contractor shall pass a drug test paid for by the City prior to execution of this Agreement. Contractor's failure of the drug test shall render this Agreement void.

**CITY REPRESENTATIVE:**

**INDEPENDENT CONTRACTOR:**

**CITY OF GARLAND, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**City of Garland**

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### DUTIES, TERM, AND COMPENSATION

**DUTIES:** The Contractor shall assist in the duties of the Garland Power & Light (“GP&L”) Transmission & Distribution Director, as well as work with GP&L management in the managing, organizational planning, and development of the GP&L Transmission & Distribution Division. In addition to these duties, the Contractor may be assigned duties by the General Manager and/or Assistant General Manager of GP&L. Those additional duties shall be considered part of the Agreement as if set forth therein.

**TERM:** The City hereby agrees to engage Contractor and Contractor hereby agrees to continue to serve the City, on the terms and conditions set forth in the Agreement for the period commencing on the date of execution of this Agreement and expiring on February 4, 2017 (unless sooner terminated as set forth in the Agreement). The term of the Agreement shall not extend beyond February 4, 2017, unless extended by mutual agreement, in writing and signed by all parties to the Agreement.

#### COMPENSATION/RECORDS AND BILLING:

As full compensation for the services rendered pursuant to this Agreement, the City shall pay the Contractor at the rate of \$175,000 annually (which includes up to but does not to exceed 4 weeks of discretionary leave upon written request to and approval from the General Manager of GP&L and/or his designate).

The Contractor shall maintain records of all work done on behalf of the City and of all expenses incurred for which the Contractor seeks payment or reimbursement.

The Contractor shall be provided a City take home vehicle for use in performing the duties assigned and agreed upon in this Agreement.



# Policy Report

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## **NEIGHBORHOOD VITALITY MATCHING GRANT**

### **ISSUE**

Review Neighborhood Vitality applications

### **ALTERNATIVES**

1. Approve applications as submitted
2. Approve applications with modifications
3. Deny approval of applications

### **RECOMMENDATIONS**

The Community Services Committee recommends approval of the three applications submitted for consideration. Unless Council directs otherwise, staff will place an item on the February 18, 2014 agenda for formal approval of these applications.

### **COUNCIL GOALS**

Neighborhood Vitality

### **BACKGROUND**

Proposition 6 was approved by Garland voters in May 2004 and included \$5,000,000 for the Neighborhood Vitality Matching Grant Program. Council has previously indicated that funds would be made available annually for neighborhood improvement projects. The Community Services Committee reviewed three applications on January 21, 2014. Preliminary bids obtained by the applicants total \$100,318.39. Of this amount, funding requests total \$77,772.46 with the difference of \$22,545.93 coming from matching funds provided by the applicants. Costs may vary after awards are made and final bids are received.

### **CONSIDERATIONS**

1. According to the program guidelines, approximately \$500,000 will be available annually for the grant program. These funds will be appropriated as part of the annual Capital Improvement Program for approved Neighborhood Vitality projects.

2. Staff has reviewed the applications to ensure compliance with the program guidelines. Issues identified during the review process are indicated on the project summary sheets.

3. The Community Services Committee met on January 21, 2014 to review the applications. After discussion, members recommended funding approval of all projects. Applicants will be responsible for obtaining required permits and submittal of required project detail.

## **ATTACHMENT**

### Project Summaries

Submitted By:

Felisa Conner  
Manager, Neighborhood Vitality

Date: January 29, 2014

Approved By:

Anita Russelmann  
Director,  
Planning & Community  
Development

Date: January 29, 2014

William E. Dollar  
City Manager

Date: January 29, 2014

## Neighborhood Vitality Matching Grant

## Project Summary

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**Association/Group:** Prescott Traffic Control Committee

**Project Name:** Speed Hump Installation

**Project Cost:** \$4,000

**Fund Request:** \$3,600

**Match:** \$400

**Council District:** 5

### Project Description

The City of Garland Transportation Department will install two speed humps on Prescott Drive.

### Comments

Transportation must complete a drainage study and approve final location for speed hump installation.

### Staff Recommendation

The project is eligible for funding.

## Neighborhood Vitality Matching Grant

## Project Summary

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**Association/Group:** Meadowcrest Neighborhood Association

**Project Name:** Garland Avenue Screening Wall Replacement

**Project Cost:** \$57,645.00

**Fund Request:** \$43,233.75

**Match:** \$14,411.25

**Council District:** 8

### Project Description

The applicant proposes to replace a portion of the brick screening wall along Beltline Road. Homeowners at the following addresses have elected to participate:

2606, 2610, 2614, 2706, 2710, and 2714 Grasmere Street.

### Comments

A pre-submittal meeting may be required. The contractor must submit final plans to Building Inspection for approval. Plans must meet current screening and landscape requirements.

### Staff Recommendation

The project is eligible for funding.

## Neighborhood Vitality Matching Grant

## Project Summary

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**Association/Group:** Ridgemeade Neighbors

**Project Name:** Garland Avenue Screening Wall Replacement

**Project Cost:** \$38,673.39

**Fund Request:** \$30,938.71

**Match:** \$7,734.68

**Council District:** 8

### Project Description

The applicant proposes to replace a portion of the brick screening wall along North Garland Avenue, north of the Wagon Wheel entrance. Homeowners at the following addresses have elected to participate:

2517, 2525, 2601, and 2605 Ridgemeade

### Comments

A pre-submittal meeting may be required. The contractor must submit final plans to Building Inspection for approval. Plans must meet current screening and landscape requirements.

### Staff Recommendation

The project is eligible for funding.



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Review and Deliberation of 2014 Capital Improvement Program

### Summary of Request/Problem

The City Council will deliberate changes, if any, in the City Manager's Proposed Capital Improvement Program.

- (a) Council Deliberations.
- (b) Direction to Staff on Final Changes to CIP.

### Recommendation/Action Requested and Justification

Provide direction to staff regarding changes to the 2014 Proposed CIP.

**Submitted By:**

**Ron Young**  
Director of Budget & Research

**Approved By:**

**William E. Dollar**  
City Manager



# City Council Item Summary Sheet

Work Session

Date: February 3, 2014

Agenda Item

## Briefing on the 2013 Christmas on the Square Event

### Summary of Request/Problem

Staff will brief Council on the 2013 Christmas on the Square event that was held on December 12, 2013.

### Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

**William E. Dollar**  
City Manager



# City Council Item Summary Sheet

Work Session

Date: February 3, 2014

Agenda Item

## Library and Park Boards Position on Possible Relocation of the Pace and Lyles Houses

### Summary of Request/Problem

At the request of Council Member John Willis and Mayor Pro Tem Lori Barnett Dodson, the Library and Park Boards were requested to provide their positions regarding the possible relocation of the Pace and Lyles Houses.

### Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

William E. Dollar  
City Manager



**GARLAND**  
**LIBRARY**

MEMORANDUM

To: Martin Glenn, Deputy City Manager  
Thru: Jim Stone, Managing Director, Parks, Recreation & Cultural Services  
From: Claire Bausch, Library Director  
Date: January 29, 2014  
Re: Lyles House and Pace House Recommendation

At the Special Meeting on Monday, Jan. 27, 2014, the Library Board recommended for City Council consideration that the Lyles House and Pace House not be relocated to the parking lot area that serves the Central Library.



# GARLAND

## PARKS, RECREATION & CULTURAL ARTS

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**DATE:** January 30, 2014

**TO:** Martin Glenn, Deputy City Manager

**FROM:** Jim Stone, Managing Director  
Parks, Recreation & Cultural Services

**RE:** **Parks and Recreation Board –Special Meeting, Jan. 29**

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The Parks and Recreation Board, at their January 29, 2014 Special Meeting, approved an amended site plan for Central Park for City Council consideration showing the proposed relocation of the Lyles House adjacent to the proposed Pace House location. The Parks and Recreation Board previously approved the proposed relocation of the Pace House to Central Park in August 2012.

The approved site plan provides for potential relocation of both the Pace House and Lyles in Central Park.

Please advise if there are any questions regarding this action.

CC: Parks and Recreation Board



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Disposition of Pace and Lyles Houses

### Summary of Request/Problem

At the request of Council Member John Willis and Mayor Pro Tem Lori Barnett Dodson, Council is requested to discuss and provide direction regarding the disposition of the Pace and Lyles Houses.

### Recommendation/Action Requested and Justification

Discussion and direction.

**Submitted By:**

**Approved By:**

**William E. Dollar  
City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Community Services Committee Report

### Summary of Request/Problem

Council Member Anita Goebel, chair of the Community Services Committee, will provide a Committee report on the following items:

- Fees for temporary health permits
- Draft ordinance for the 50-50 share program for sidewalk replacement
- Draft ordinance regulating “payday loan” businesses

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**

**- DRAFT -**

For discussion purposes only

Additions are indicated by a double-underline

Deletions are indicated by a ~~strikethrough~~

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 31, "ENGINEERING", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1**

That Chapter 31, "Engineering", of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

**"Sec. 31.138 City participation in sidewalk/curb and gutter reconstruction**

The City may participate in the reconstruction provided monies are available for this program from bond funds. If monies are available, City participation in the cost of improvements will be on a 50/50 basis with the abutting property owner as provided for in section 31.76. If the property owner's share of the cost of improvements is equal to or greater than \$1,000.00 the amounts shown below, payment may be made in not more than ~~thirty-six (36)~~ the corresponding number of equal monthly payments for that amount as shown below at an interest rate not to exceed the maximum interest rate ~~allowed by state law as provided for in section 31.77~~ paid by the City on the bond funds from which the reconstruction monies are obtained.

<u>Property owner's share</u>	<u>Monthly payment</u>
<u>\$250 - \$499</u>	<u>36 equal monthly payments</u>
<u>\$500 - \$999</u>	<u>48 equal monthly payments</u>
<u>\$1000 and more</u>	<u>60 equal monthly payments"</u>

**Section 2**

That Chapter 31, "Engineering", of the Code of Ordinances of the ordinances/sidewalk assessment

**- DRAFT -**

**For discussion purposes only**

Additions are indicated by a double-underline

Deletions are indicated by a ~~strikethrough~~

City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 4**

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

**Section 5**

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**DRAFT**  
**- For Discussion Purposes Only -**

**ORDINANCE NO.**

AN ORDINANCE AMENDING CHAPTER \_\_, "\_\_\_\_\_", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS RELATING TO THE REGULATION OF CERTAIN CREDIT ACCESS AND "PAYDAY LOAN" BUSINESSES; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1**

That Chapter \_\_, "\_\_\_\_\_", of the Code of Ordinances of the City of Garland, Texas, is hereby amended by adding a new article, Article \_\_, to read as follows:

**"ARTICLE \_\_ CREDIT ACCESS BUSINESSES**

**Sec. \_\_. Definitions**

As used in this article:

- (1) Certificate of registration means a certificate of registration issued by the director under this article to the owner or operator of a credit access business.
- (2) Consumer means an individual who is solicited to purchase or who purchases the services of a credit access business.
- (3) Consumer's language of preference is the language the consumer understands best.
- (4) Credit access business has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (5) Deferred presentment transaction has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (6) Director means the director of the \_\_\_\_\_ department.
- (7) Extension of consumer credit has the meaning given that term in Section 393.001 of the Texas Finance Code.
- (8) Motor vehicle title loan has the meaning given that term in

**DRAFT**  
**- For Discussion Purposes Only -**

Section 393.601 of the Texas Finance Code.

- (9) Registrant means a person issued a certificate of registration for a credit access business under this chapter and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.
- (10) State license means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

**Sec. \_\_. Violations and penalties**

(A) A person who violates a provision of this article, or who fails to perform an act required of the person by this article, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.

(B) An offense under this article is punishable in accordance with the provisions of Sec. 10.05 of this Code.

(C) A culpable mental state is not required for the commission of an offense under this article and need not be proved.

(D) The penalties provided for in Subsection (B) are in addition to any other remedies that the city may have under city ordinances and state law.

**Sec. \_\_. Defenses**

It is a defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

**Sec. \_\_. Registration required**

A person commits an offense if the person acts, operates, or conducts business as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business located in the City.

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**- For Discussion Purposes Only -**

**Sec. \_\_. Registration application**

(A) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

(1) The name, street address, mailing address, facsimile number, and telephone number of the applicant.

(2) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business.

(3) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.

(4) A non-refundable application fee for the amount established by Sec. 30.\_\_.

(B) An applicant or registrant shall notify the director within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant. A change of status includes a denial of issuance, a suspension, revocation, surrender, expiration without renewal, or other termination of the registrant's state license.

**Sec. \_\_. Issuance and display of certificate of registration**

(A) The director shall issue to the applicant a certificate of registration upon receiving a completed application under Sec. \_\_.

(B) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the director or any peace officer for examination.

**Sec. \_\_. Expiration and renewal of certificate of registration**

(A) A certificate of registration expires on the earliest of:

(1) One year after the date of issuance; or

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### - For Discussion Purposes Only -

(2) The date of suspension, revocation, surrender, expiration without renewal, or other termination of the registrant's state license.

(B) A certificate of registration may be renewed by making application in accordance with Sec. \_\_\_\_\_. A registrant shall apply for renewal at least thirty days before the expiration of the registration.

#### **Sec. \_\_. Non-transferability**

A certificate of registration for a credit access business is not transferable.

#### **Sec. \_\_. Maintenance of records**

(A) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business at, by or through the location for which a certificated of registration has been issued, which must include the following information:

- (1) The name and address of the consumer.
- (2) The principal amount of cash actually advanced.
- (3) The length of the extension of consumer credit, including the number of installments and renewals.
- (4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and
- (5) The documentation used to establish a consumer's income under Sec. \_\_\_\_ of this article.

(B) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

(C) The records required to be maintained by a credit access business under this section must be retained for at least three years and made available for inspection by the City at the registered location upon request during the usual and customary business hours of the credit access business.

**DRAFT**  
**- For Discussion Purposes Only -**

**Sec. \_\_. Restriction on extension of consumer credit**

(A) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed twenty percent of the consumer's gross monthly income.

(B) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

- (1) three percent of the consumer's gross annual income; or
- (2) seventy percent of the retail value of the motor vehicle.

On and after the effective date of this article, an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may only be made on a non-recourse basis.

(C) A credit access business shall use a recent paycheck or other reliable documentation establishing income to determine a consumer's income.

(D) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments inclusive of fees and interest. Proceeds from each installment must be used to repay at least twenty five percent of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

(E) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three times. Proceeds from each refinancing or renewal must be used to repay at least twenty five percent of the principal amount of the original extension of consumer credit.

(F) For purposes of this section, an extension of consumer credit that is made to a consumer within seven days after a previous extension of consumer credit has been paid by the consumer constitutes a refinancing or renewal.

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**- For Discussion Purposes Only -**

**Sec. \_\_. Requirement of consumer understanding of agreement**

(A) Every agreement between the credit access business and a consumer that evidences an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

(B) For every consumer who cannot read, an agreement between the credit access business and a consumer that evidences an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.

(C) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature on any loan application or agreement."

**Section 2**

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

**Section 3**

That Chapter \_\_, "\_\_\_\_\_", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 4**

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

**Section 5**

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2014.

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**- For Discussion Purposes Only -**

**CITY OF GARLAND, TEXAS**

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Mayor

**ATTEST:**

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City Secretary

**DRAFT**  
**- For Discussion Purposes Only -**

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CURRENT ZONING PROVISIONS REGARDING  
ALTERNATIVE FINANCIAL INSTITUTIONS

\*\*\*\*\*

**Section**

That the schedule of uses contained in Section 10-200 of Ordinance 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by adding, as a land use allowed under the division "Office and Retail" a land use for "Alternative Financial Establishments" and designating such use as allowed only by specific use permit in the Commercial-1 (C-1) District.

**Section**

That the schedule of uses contained in Section 10-200 of Ordinance 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by substituting the term "Bank or Financial Institution" for the term "Financial Institution" in the category "Office and Retail".

**Section**

That Section 10 of Ordinance No. 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by adding a new subsection 10-316 to read as follows:

**"10-316 Alternative Financial Establishments**

When developed as a permitted use, an alternative financial establishment shall comply with the development standards of the district in which it is located."

**Section**

That Section 38, "Definitions" of Ordinance No. 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by adding the following definitions, in appropriate alphabetical order:

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**- For Discussion Purposes Only -**

*Alternative Financial Establishment.* A check cashing business, payday advance or loan business, or a car title loan business. The term does not include a bank or financial institution. With respect to a check cashing business, the term does not include: (1) a pawnshop or a grocery store; or (2) a convenience store or similar retail business that cashes checks or money orders or issues money orders or money transfers for a minimum flat fee as a service incidental to its main purpose of business provided the check cashing service does not constitute 50% or more of the trade of that business.

*Car Title Loan Business.* An establishment that makes small, short-term consumer loans that leverage the equity value of a customer's motor vehicle as collateral by taking physical possession of title to the vehicle, by executing a sale-leaseback agreement with the customer or by executing a power of attorney with the customer, by means of which the borrower's failure to repay the loan or make interest payments to extend the loan allows the car title loan business to take possession of the vehicle from the customer.

*Check Cashing Business.* An establishment that for a fee or other payment taken out of the proceeds of the transaction, provides payment to the customer - regardless of an existing checking or other relationship between the establishment and the customer - of an amount of money equal to the face of a check, draft, warrant, written authorization for an electronic transfer of money, or similar representation of payment owed by a third-party to the customer.

*Payday Advance or Loan Business.* An establishment that makes small consumer loans, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, in which the check or debit is held for an agreed-upon term or until the customer's next payday, and then cashed or debited unless the customer repays the loan within the agreed time.

**Section**

That Section 38, "Definitions" of Ordinance No. 4647, the comprehensive zoning ordinance of the City of Garland, Texas is hereby amended by amending the definition for "Financial Institution" to read as follows:

"*Bank or Financial Institution* means an establishment such as a bank, savings and loan association, or credit union; that is regulated by federal or state law; that accepts and maintains deposits from individuals, businesses, or other institutions; that makes both short and long-term loans including loans secured by

**DRAFT**

**- For Discussion Purposes Only -**

collateral other than personal property; and that provides related financial services to its customers."



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Panama Canal Trip

### Summary of Request/Problem

Mayor Pro Tem Lori Bennett Dodson and Council Member Stephen Stanley will provide a report on their recent trip to the Panama Canal.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Transportation Committee Recommendation

### Summary of Request/Problem

At the January 21, 2014 Work Session, Council Member John Willis, chair of the Transportation Committee, briefed Council on the following items.

- Strategic Transportation Enhancement Plan for IH-635 East, SH-78, and IH-30.
- Amendment to the Consultation Services Retainer Agreement for Dean International, Inc.

The Committee is requesting Council discussion and direction. These items are scheduled for formal approval at the February 4, 2014 Regular Meeting.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**

Dean International, Inc.  
Schedule of Services and  
Scope Definitions

Service	Explanation	Fee
STEP		
<ul style="list-style-type: none"> <li>• IH-635 East</li> </ul>	Contained in original scope of services. Significant definition of goals and objectives for the project are outlined in the new scope of services as well as a project funding and development modeling	---
<ul style="list-style-type: none"> <li>• SH 78</li> </ul>	Contained in original scope, some additions and definitions included in new scope	---
<ul style="list-style-type: none"> <li>• IH-30</li> </ul>	Contained in original scope, some additions and definitions included in new scope	---
<ul style="list-style-type: none"> <li>• <b>DART Focus</b></li> </ul>	<b>New element to scope of services that will assist the City in the creation of policy objectives for the City to better manage its \$23 million annual investment</b>	<b>\$120,000 annually</b>
<ul style="list-style-type: none"> <li>• <b>Garland Industrial Focus</b></li> </ul>	<b>New element to scope of services that will assist the City in identifying and creating policy provisions for the industrial area</b>	<b>\$100,000 annually</b>
Public Policy Survey	Contained in original scope with no changes	--
Legislative and Congressional Strategy	Contained in original scope of services with significant additions <b>including the delineation of Legislative and Congressional days each year in Austin and D.C., respectively</b>	<b>\$60,000 annually in addition for Legislative and Congressional Days</b>
<b>Advocacy Group</b>	<b>New element to scope of services that will bring together and educate stakeholders to forward the City's transportation projects and initiatives</b>	<b>\$100,000 annually</b>
<b>Total:</b>		<b>\$380,000 Annually</b>
<b>Core Contract Reduction</b>		<b>\$260,000 Annually</b>
<b>Cost to Garland</b>		<b>\$120,000 Annually</b>

To the original scope, there have been four major additions:

- DART Focus
- Garland Industrial Focus
- Legislative and Congressional Days
- Advocacy Group

## Overview of the Garland Citizens' Advocacy Group

**Mission:** To forward the City of Garland's transportation initiatives through an educated citizenry to effectively impact the direction by way of the public process

**Goals/Objectives:** The following goals and objectives are identified for the Garland Advocacy Group:

- Create an educated group of citizens that have project-specific knowledge and can effectively be called upon to advocate for transportation infrastructure related projects
- Effectively communicate the recommendation and policies set forth by the City Council on various transportation projects as indicated in the STEP document
- Add an essential layer to the overall policy strategy that will effectively advocate the cities position to local, regional, state, and federal transportation providers

**Strategies/Tactics:** The above outlined goals and objectives will be achieved through the following strategies and tactics:

- Creation of a Council and City Manager appointed citizens group that, through project-specific educational opportunities, will be prepared to effectively advocate for the Council's policy positions
- Monthly or bi-monthly meetings, in the evening, depending upon the issue, projects, and stages of project development with presentations, handouts, and briefings from consultants, council, staff, and other transportation related experts
- Dean International, Inc. will administer this group through email and phone communications to organize meetings and keep the group abreast of the latest developments related to the City's projects and policies
- The group will advocate the City's position at county, regional, state, and federal levels, depending upon the issues and projects and necessitated by the Council's policies

The meetings would be in the evening with necessary email and telephone communications in between the meetings.

With the public process to begin soon with the IH-635 East project PS&E contract, this group will be essential for the projects development through a statement of need. Also, the group would be enlisted to enrich the SH 78 discussion and assist with the IH-30 project development.

The group will communicate the City's policy recommendations at public hearings and meetings, to their Legislators and Congressional representatives, County officials, and executive branch agencies at the State and Federal level.

DART Focus

Mission: To grow Garland through increasing the property tax and sales tax receipts in the City through a more efficient and effective transit system

<b>DART Focus</b>		
<b>Strategy</b>	<b>Description</b>	<b>Notes</b>
Strategic Development Meetings/STEP Policy Inclusion	City Council, staff, and consultant will work together to identify and evaluate the needs of the City for its transit system, opportunities to better and expand the system, and strategies and tactics to achieve the outlined goals and objectives identified by the Council and Staff; findings and processes/timelines will be included in the STEP document	Meetings will be held with various councilmembers, staff members, other consultants retained by the city and businesses, and the consultant. Findings will be brought back to the Transportation Committee meetings for discussion until the items are ready for inclusion into the STEP document.  This will be an ongoing, dynamic process dependent upon the growing and changing needs of the City
DART Policy Analysis	Research will need to be performed in the annual update to the financial plan, the strategic plan, and the twenty year financial plan as well as federal and state guidelines	This will be an ongoing process evaluating and researching various components of the DART budget and financial plan,
Meetings with DART Staff and Board Members	After the goals and objectives are outlined, strategic meetings will occur with effected members of DART staff and Board of Directors.	These meetings will be ongoing and occur with regularity
Monthly Meetings with DART Board Leadership and Executive Staff	Dean International, Inc. will establish monthly or bi-monthly meetings, depending upon the goals and objectives, with DART Board Leadership and Executive Staff to be attended by Councilmembers and City Staff	An agenda will be drawn up to coincide with the needs of the City and the outlined goals and objectives

## Garland Industrial Focus

- Mission:** To assist in retaining, expanding and recruiting businesses to the industrial centers of the City of Garland through a proactive collaborative approach to transportation infrastructure development
- Goals/Objectives:** To actualize the mission of the Garland Industrial Focus, the following goals and objectives have been identified:
- Articulate to the City of Garland’s industrial community the Council’s policies and recommendations for the City’s transportation infrastructure
  - To assess, through stakeholder involvement, the needs of the industrial centers including transportation infrastructure for the movement of goods and the commutes of employees; a multimodal approach including highway, transit, and rail will be included
  - Creation of a policy platform for enhancing the needs of the industrial centers
- Strategies/Tactics:** The above outlined goals and objectives will be achieved through the following strategies and tactics:
- Strategic meetings with the various industrial centers throughout the City and those industries outside of the City that are directly affected by the City’s infrastructure
  - Strategic stakeholder meetings with the Garland Chamber of Commerce, Dallas County Industrial Foundation, and the City of Garland to identify, evaluate, and develop recommendations for improvements
  - Develop informational and educational materials to be distributed to the industrial centers concerning the infrastructure policies
  - Seek strategic opportunities for partnerships with the City of Garland and various other industrial and import centers as well as an analysis of policies to be implemented by the City to attract additional businesses

## Legislative and Congressional Days

In order to accomplish the goals and objectives set out by the Garland City Council on the various projects identified, an expanded Garland Legislative and Congressional Strategy is necessary to encompass the effort.

In order to accomplish the specified goals for the transportation projects, Dean International, Inc. would organize and administer Garland an annual Garland Legislative Day in Austin, Texas and an annual Garland Congressional Day in Washington, D.C.

### **Legislative Days**

On years that the Texas Legislature is in Session, the Dean International, Inc. will organize a Legislative Day in the Capitol where members of the City Council would meet with Senators, Representatives, and staff members and cover transportation and infrastructure issues. Also, a reception would be held, sponsored by the City of Garland. Depending upon the number of councilmembers that attend, the Garland delegation would be placed in groups and sent to the various legislative and committee offices. Dean International, Inc. will organize a pre-Legislative day briefing meeting to discuss talking points and advocacy strategies and properly staff the teams.

On years that the Texas Legislature is not in Session, Dean International, Inc. will organize briefing meetings with the Executive branch of the Texas Government including, but not limited to, the Texas Transportation Commission, TxDOT, the Governor's Office, the Lieutenant Governor's Office, the Speaker's Office, TCEQ, and others. Dean International, Inc. will organize the meetings and staff the team meetings.

Legislative Days will be one long day or a day and a half annually.

### **Congressional Days**

Each year, Dean International, Inc. will organize a Congressional Day in Washington, D.C. for Councilmembers and Staff. Dean International, Inc. will organize meetings on Capitol Hill with members of the Garland Delegation, key Congressional Members and Leaders, and Committee staff members as well as Executive Branch officials at the USDOT and other agencies as directed by Council and Staff.

Dean International, Inc. will properly staff the delegation before the Congressional Day as well as during the meetings with handouts, pertinent information, and suggested talking points.

This will be a minimum of a two day mission to Washington, D.C.

**FIRST WRITTEN AMENDMENT AGREEMENT  
TO  
CONSULTANT SERVICES RETAINER AGREEMENT BY AND BETWEEN  
DEAN INTERNATIONAL, INC.  
AND THE  
CITY OF GARLAND, TEXAS**

**THIS FIRST WRITTEN AMENDMENT AGREEMENT** (“Amendment”) between Dean International, Inc. (“Dean”), and the City of Garland, Texas (“City”), is made to amend the Consultant Services Retainer Agreement effective \_\_\_\_\_, 2013 by and between the Dean and the City (the “Retainer Agreement”).

**WHEREAS**, the City has engaged Dean to provide certain services to the City under the terms and conditions set forth in the Retainer Agreement; and

**WHEREAS**, it is the mutual desire of the parties to enter into this Amendment to modify certain provisions of the Retainer Agreement relating to the services to be performed by and compensation to be paid to Dean;

**NOW, THEREFORE**, in consideration of the foregoing, and the benefits to accrue to the parties from this Amendment, the parties agree that the Retainer Agreement is amended as follows:

**Amendment No. 1 to the Retainer Agreement:** The City and Dean desire to modify Paragraph 2 (A) of the of the Retainer Agreement by increasing the monthly fee to be paid to Dean from \$20,000 to \$30,000 so that Paragraph 2(A) shall hereafter read as follows (deleting the text designated by a ~~strikeout~~ and including text designated by a double-underline):

“(A) City shall pay Consultant for the services of Consultant a fee of ~~\$20,000.00~~  
\$30,000.00 per month.”

**Amendment No. 2 to the Retainer Agreement:** The City and Dean desire to modify Paragraph 5 of the Retainer Agreement by increasing the term from a period of twelve (12) calendar months, terminating on April 30, 2014, to a period of twenty one (21) calendar months, terminating on September 30, 2015 so that Paragraph 5 shall hereafter read as follows (deleting the text designated by a ~~strikeout~~ and including text designated by a double-underline):

“5. Term; Termination; Renewal. This Agreement shall be effective ~~for a term of twelve calendar months following the Effective Date as set forth above the signatures of the parties~~ until September 30, 2015. The City may terminate this Agreement if Consultant fails or refuses to fulfill or perform any covenant, agreement or obligation of Consultant under this Agreement or if Consultant fails or refuses to devote sufficient time and effort to the work to be performed under this Agreement, and such failure or refusal continues without correction for a period of

sixty (60) or more consecutive days following written notice by the City. Within ten (10) days after receipt of such written notice by Consultant, City and Consultant shall meet to outline a mutually acceptable performance optimization plan that is to be implemented over the sixty day period commenced with the delivery of notice. At the end of that period, if the City remains dissatisfied with the performance of Consultant, the City may send a notice of termination setting forth with material specificity the nature of its dissatisfaction and providing Consultant with a further thirty (30) days in which to cure the reasons for termination specified in the second notice. If Consultant is unable or unwilling to cure the reasons for termination to the satisfaction of the City, then the City may terminate this Agreement by delivery of written notice of termination to the Consultant. In the event the City terminates this Agreement and Consultant is not in default or in breach of this Agreement, City agrees to pay Consultant for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Agreement. Not less than sixty (60) days prior to the anniversary date of this Agreement, Consultant may request in writing to the City Council a renewal of this Agreement for another one year term by means of a mutually agreed written agreement executed by both the City and the Consultant. Any renewal of this Agreement shall require the approval of the City Council.”

**Amendment No. 3 to the Retainer Agreement:** The City and Dean desire to replace Exhibit A of the Retainer Agreement in its entirety and substitute therefor Exhibit A-1, attached to this Amendment.

All other terms of the Services Agreement, as amended, shall remain in full force and effect.

**EXECUTED** on the dates indicated below.

**CITY:**

**CONSULTANT:**

**CITY OF GARLAND, TEXAS**

**DEAN INTERNATIONAL, INC.**

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William E. Dollar  
City Manager  
Date:

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David A. Dean  
President and CEO  
Date:

Attachments: Exhibit A-1

## **Exhibit A-1 Scope of Work**

Consultant agrees to perform the following services on behalf of the City:

**A. Strategic Transportation Enhancement Plan.** Consultant will create, develop, prepare, and maintain a Strategic Transportation Enhancement Plan (hereinafter STEP) for the purpose of maximizing funding and project development of projects prioritized by the City for project development within the city limits of Garland, including the implementation of the STEP as it relates to IH-635 East, SH-78, Garland Industrial Focus, DART, and IH-30.

The STEP will be a written document that will be updated annually and periodically as directed by the City and will reflect a detailed listing of the then-current funding opportunities for transportation projects as identified above and the potential strategies to assist the City in qualification for same.

For purposes of contract compliance, the City and Consultant acknowledge that while there needs to be a degree of flexibility in addressing the transportation needs of the City as herein outlined, that the creation of the STEP and projects of interest will outline the process and procedure relating to IH-635 East, SH-78, Garland Industrial Focus, DART, and IH-30 within the Garland city limits by which the City and Consultant agree to relate to each other during the term of this Agreement.

The City and Consultant agree that the following projects will be evaluated and City and Consultant will actively pursue the following projects being worked into the STEP as well as specifically outlined goals and objectives agreed to by City and Consultant:

### **IH-635 East**

Examine possibilities to enhance the corridor and identify and assist in the implementation of effective solutions to the high traffic volumes and needed frontage roads; the creation of a corridor coalition of municipalities, stakeholders, and interested organizations and businesses along IH-635 with the purpose of bettering the corridor.

Key concepts that will be advocated for, but not limited to, are

- Continuous Frontage Roads from US 75 to IH-30
- Enhanced Access with Strategically Placed Entrance and Exit Ramps
- Aesthetic Enhancements to the Corridor
- Continuous 2+2 Managed lanes from US 75 to IH-30
- Reconstruction and reconfiguration of the main lanes

- Sound Walls
- TIFIA Loan
- Federal Control of Access Issues
- CDA Authorization in the 84<sup>th</sup> Legislative Session

Consultant will also work with the City to identify and evaluate various financing opportunities for the project, including but not limited to public-private and public-public partnerships for the project and the various means of City participation in this project.

### **SH-78**

Examine the possibilities for the betterment of the corridor including but not limited to various transit services, corridor zoning and aesthetic improvements, and mobility options, while working in a coordinated effort with other municipalities; key objectives will be to monitor proposed improvements to the corridor, analyze options for the corridor realignment, an dteh redesign fo the corridor as well as identify Federal and State programs from which funding could be secured.

### **IH-30**

Examine possible enhancements and improvements needed for the maximization of the potential and opportunities of the corridor including improved frontage roads and access, intersections, and corridor aesthetics and zoning improvements. The TxDOT project encompassing IH-30 in Garland will be anazlyed and evaluated with improvements noted and suggested with a focus on land use, and the optimization of development opportunities along this catalyst area.

### **Garland Industrial Focus**

Develop an assessment of the transportation infrastructure needs related to the industrial centers within the City of Garland and along primary routes means of ingress and egress. Highways, rail and alternative transportation options will be identified and analyzed. Policy developments that will be examined and analyzed for this focused area will include:

- State tax policies, possibilities of City rail districts, tax free advantage districts, foreign trade zones, inland port connectivity, rail service and support, and other issues agreed to by City and Consultant.

- Working with Garland Leadership to create strategic opportunities and alliances between the City of Garland and Texas seaports in order to strengthen the industrial base for the City
- Create a transportation framework and communications strategy to effectively communicate the City's efforts to the industrial base within and without of the City to retain, expand, and recruit businesses to the City

### **DART Focus**

Monitor the DART agency and create, through the Council with assistance from City Staff, policy suggestions to manage and fully take advantage of the City's contribution to the agency and through strategic opportunities, identify improvements and expansions throughout the City of Garland's transit system, and advocate for those needs to the agency.

**B. Public Policy Survey.** Monitor meetings and prepare reports as appropriate, generally keeping the City informed of relevant transportation-related actions by the following agencies to the projects identified above: various transportation-related agencies and organizations at the local, state and federal levels of government, including the U.S. Congress and appropriate committees, U.S. Attorney General, U.S. Department of Transportation agencies including the Federal Aviation Administration, Federal Highway Administration, Federal Railroad Administration, Federal Transit Administration, Texas Governor's Office, Texas Attorney General's Office, Texas Legislature and appropriate committees, Texas Transportation Commission, Texas Department of Transportation-Headquarters (Austin), Texas Turnpike Authority, Texas Department of Transportation-Dallas District, Texas Department of Transportation-Fort Worth District, the Dallas Area Rapid Transit Authority, the Fort Worth Transportation Authority, the Denton County Transportation Authority, North Central Texas Council of Governments, Dallas Fort Worth International Airport, Metropolitan Planning Organization, Regional Transportation Council, Dallas Regional Mobility Coalition, Tarrant Regional Transportation Coalition, Dallas County Commissioners Court, Tarrant County Commissioners Court, the City of Dallas, the City of Fort Worth, and others to be mutually agreed upon relating to those projects;

**C. Legislative and Congressional Strategy.** Develop and implement a legislative and congressional strategy designed to enhance funding allocations for the above-referenced transportation projects and initiatives, as well as the organization and implementation of annualized legislative days in Austin and congressional days in Washington, D.C. and other legislative tactics and strategies to ensure the projects' completion;

**D. Advocacy Group.** Form and administer, under the direction of the City Manager, an educated group of citizens and stakeholders to forward the City of Garland's transportation

projects, according to the Council's transportation objectives and recommendations, including IH-635 East, IH-30, DART, and SH 78; and

E. Assist Client in any other service mutually agreed upon by City and Consultant in writing and subject to additional remuneration.



# City Council Item Summary Sheet

Work Session

Date: February 3, 2014

Agenda Item

## Transportation Committee Report

### Summary of Request/Problem

On January 28, 2014, a Transportation Committee – Stakeholders meeting was held. Council Member John Willis, chair of the Transportation Committee, will provide a Committee report on the following items that were considered.

- Overview of IH-635 East Project
- IH-30 “East Corridor” Project
- SH-78
- Future Steps

### Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Voter Referendum – Street Refurbishment

### Summary of Request/Problem

At the request of Council Members Stephen Stanley and John Willis, Council is requested to discuss the two-cent per hundred dollars of assessed value, the revenue of such increase to be dedicated to the refurbishment of existing streets within the City of Garland.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar  
City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Council Committees

### Summary of Request/Problem

At the request of Council Member John Willis and Mayor Pro Tem Lori Barnett Dodson, the City Attorney will provide a briefing on the legal structure of Council Committees.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## TMPA Update

### Summary of Request/Problem

At the request of Mayor Douglas Athas, the City Attorney will brief Council on the status of discussions and planning regarding the future of TMPA after 2018.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar**  
**City Manager**



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Vacancies on Boards and Commissions

### Summary of Request/Problem

At the request of Mayor Douglas Athas, Council is requested to discuss vacancies on the City's boards and commissions.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar  
City Manager**

Board and Commission Vacancies as of January 29, 2014

Board of Adjustment

No Vacancies

Building and Fire

District 3

District 4

District 7

CENAC

District 2

CMC

District 3

Garland Cultural Arts

No vacancies

Electrical Board

Engineer

Maintenance

Electrical Contractor

Electrical Contractor

Housing Standards Board

District 7

Lake Ray Hubbard Appeals Board

District 3

District 3

Library Board

District 3

Parks and Rec

No vacancies

Plan Commission

No vacancies

Plumbing/Mechanical

Engineer

Architect

Architect

Master Plumber

Layman

Senior Citizens Advisory Board

District 3

District 5

Tax Increment Finance Board Downtown

District 1

Tax Increment Finance Board South

District 6

District 7

District 8



# City Council Item Summary Sheet

**Work Session**

Date: February 3, 2014

**Agenda Item**

## Approval of Travel Expenses

### Summary of Request/Problem

At the request of Mayor Douglas Athas, Council is requested to discuss the approval of travel expenses for Council Member Stephen Stanley.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

**William E. Dollar  
City Manager**