



AGENDA

**CITY COUNCIL WORK SESSION
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
March 14, 2016
6:00 p.m.**

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Written Briefings:

a. Artist Services Agreement for the Signature Sculpture at Granville Arts Center

Council is requested to consider authorizing the City Manager to execute a professional artist services agreement with Barvo Creations, in the amount of \$300,000.00, for final full-size design and fabrication of the signature sculpture proposed for the front entrance to the Granville Arts Center facility, at 300 N. Fifth Street. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 15, 2016 Regular Meeting.

b. Proposed Street Name Change Request

The East Garland Church of God in Christ, located at 200 Casalita Drive, requests to re-name Caruth Drive to W. A. Baker Drive. According to the applicant, W. A. Baker founded the church in 1976 and passed away at the age of 85 in 2013. Unless otherwise directed by Council, a public hearing will be scheduled at the next available regular City Council meeting for formal consideration.

c. Downtown Square Design

From 2010-2012, the City engaged a professional consultant (David C. Baldwin, Inc.) and the general public in a process of formulating possible designs for the Downtown Square. Staff will initiate the next phase of the Downtown Redevelopment Strategy, revisiting the previous design scenarios and begin the process towards identifying a preferred scenario.

d. Audit of Solid Waste Franchise Fees

Solid waste haulers offer their services to multi-family units, construction job site, retail and commercial business. The waste haulers utilize city owned streets, alleys and thoroughfares to perform their services. By Ordinance, 5% of gross revenues must be periodically reported and paid to the city. The waste haulers self-report their revenues. The City has not recently audited this General Fund revenue.

e. 2015-16 Budget Amendment No. 1

Amend the 2015-16 Adopted Budget in order to appropriate available funds. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 5, 2016 Regular Meeting.

Item	Key Person
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2. Verbal Briefings:

a. Senior Citizens Advisory Commission

Dodson/Stanley

At their request, members of the Senior Citizens Advisory Commission will brief the Council regarding vacancies on their board.

b. Administrative Services Committee Report

Cahill

Council Member Jim Cahill, Chair of the Administrative Services Committee, will provide a committee report on the Ethics Ordinance review.

3. Discuss Appointments to Boards and Commissions

Council

Mayor Pro Tem B. J. Williams

- Michael Pendleton – Parks Board

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. Council will move into Executive Session

Council



**EXECUTIVE SESSION
AGENDA**

- 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'**

Discussions, deliberations, voting on, and taking final action with regard to any competitive matter, that being a utility-related matter that is related to the City's competitive activity, including commercial information, and would, if disclosed, give advantage to competitors or prospective competitors including any matter that is reasonably related to the following categories of information:

- (A) 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;**
- (B) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;**
- (C) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;**
- (D) risk management information, contracts, and strategies, including fuel hedging and storage;**
- (E) 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**
- (F) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies;**

Sec. 551.806; Sec. 552.133, Tex. Gov't Code.

- Consider matters relating to the 2018 TMPA Plan**
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7. Adjourn

Council



Policy Report

CONSIDER PROFESSIONAL ARTIST SERVICES AGREEMENT WITH BARVO CREATIONS

ISSUE

As approved in the 2016 Capital Improvements Program, it is requested Council consider authorizing the City Manager to execute the professional artist services agreement with Barvo Creations, in an amount not to exceed \$300,000, for final design and fabrication of the signature sculpture, proposed for the front entrance to the Granville Arts Center, at 300 N. Fifth Street.

OPTIONS

- 1) Council may follow staff's recommendation for authorizing execution of the agreement with the professional artist;
- 2) Return the item to staff for further review and discussion; or
- 3) Do not authorize execution of the agreement with artist and abandon the City's one-third commitment to the project.

RECOMMENDATION

Unless otherwise directed by Council, an agenda item authorizing the City Manager to execute the agreement with Barvo Creations, in an amount not to exceed \$300,000, will be scheduled for formal consideration at the March 15 Regular Meeting.

COUNCIL GOAL

Sustainable Quality Development and Redevelopment
Embrace Diversity

BACKGROUND

The Granville Arts Center is well recognized throughout the Dallas-Fort Worth metroplex as Garland's premier venue for both performing and visual arts, and is a key player in the successful redevelopment of downtown Garland. The Garland Cultural Arts Commission Inc., in its capacity to increase the awareness and visibility of the arts in Garland, commissioned renowned Dallas artist Dr. Barvo Walker to create a three dimensional expression of their vision, "a diverse community in celebration of dance, music, theatre and visual arts."

Agreement Artist Professional Services

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The Commission unanimously approved the artist's interpretation of their vision, and the small scale "maquette", presented to Council at their work session of January 23, is a conceptualization of the proposed full-size cast bronze sculpture. The finished piece is proposed at approximately 14-ft. in height and 8-ft. diameter and will be located at the south entry drive of the Granville Arts Center.

As approved in the 2016 CIP, the City will be sharing in the cost of producing the cast bronze sculpture in the amount of \$100,000. The balance of the overall \$300,000 cost for the sculpture includes, a \$50,000 pledge from the Garland Economic Development Authority (GEDA) and a commitment to the City, by the Garland Cultural Arts Commission, in the amount of \$150,000.

This proposed sculpture represents the efforts by the Garland Cultural Arts Commission Inc., to enhance a facility which is meaningful, attractive, stimulating and vital to the continued enrichment of a culturally diverse Garland community.

Submitted By:

Approved By:

Jermel Stevenson
Managing Director
Parks, Recreation & Cultural Arts

Bryan Bradford
City Manager

Date: March 9, 2016

Date:



Meeting: Work Session

Date: March 14, 2016

Policy Report

STREET NAME CHANGE REQUEST

ISSUE

Proposed street name change from Caruth Drive to "W.A. Baker Drive."

OPTIONS

1. Approve application as submitted.
2. Deny approval of application

RECOMMENDATION

Unless otherwise directed, a public hearing will be scheduled at the next available regular City Council meeting for formal consideration.

COUNCIL GOAL

Sustainable quality development and redevelopment

BACKGROUND

The East Garland Church of God in Christ, located at 200 Casalita Drive, requests to re-name Caruth Drive to "W.A. Baker Drive." According to the applicant, W.A. Baker founded the church in 1976 and passed away at the age of 85 in 2013. The church is located at the southeast corner of Casalita Drive and Caruth Drive. Caruth Drive currently extends from Sendero Drive at its northernmost point, to Lake Drive at its southernmost point. Per City Council policy, the applicant representing the church has secured 80% approval of the property owners who would be affected by this address change. The proposed name does not duplicate an existing street name.

CONSIDERATIONS

1. Per City Council policy, street name changes will only be made if 80% of the property owners whose addresses will change are in favor; the name does not create any confusion, continuity or wayfinding problems; the City Council agrees with the name change; and the applicant pays for the administrative and sign replacement costs associated with the changes.

2. Unless otherwise directed, following the work session, City staff will notify affected property owners of the proposed street name change and the date of the public hearing after the notification and sign replacement costs are paid by the applicant. If approved by the Council during the public hearing, the change will be enacted by ordinance. If the change is not enacted, the costs of sign replacement will be refunded to the applicant.

ATTACHMENTS

Applicant's letter
Location Map

Submitted By:

Will Guerin, AICP
Director of Planning

Date: March 4, 2016

Reviewed By:

Bryan L. Bradford
City Manager

Date: March 9, 2016



EAST GARLAND CHURCH OF GOD IN CHRIST
200 CASALITA DRIVE
GARLAND, TX 75040
(972) 299-9402



eastgarlandcogic@yahoo.com

September 2, 2015

Dear Ms. Frazier,

My name is Jerome Adams the Pastor of East Garland C.O.G.I.C. The church is located at 200 Casalita Dr. and was founded by W.A. Baker in 1976, and has been at this particular address for over thirty years. Unfortunately in 2013 Mr. Baker passed away at the age of 85. Pastor Baker lived the majority of his life in Garland Texas and was an outstanding citizen and very active in the community. In honor of his legacy the church is requesting that the street called "Caruth" that intersects with "Casalita" be changed to "W.A. BAKER DRIVE."

I appreciate your help and ask for all requirements and information necessary to achieve this goal.

Thank you for your time and for considering my request.

Sincerely,

Jerome Adams (Pastor)

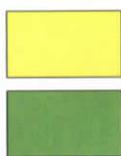
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Scale in Feet



1 inch = 200 feet



INDICATES AREA OF REQUEST

Requesting Church

**Street Name Change
Carurth Drive
to W. A. Baker Drive**



Meeting: Work Session

Date: March 14, 2016

Policy Report

DOWNTOWN SQUARE DESIGN

ISSUE

Downtown Square Design Process

OPTIONS AND RECOMMENDATION

This is for information only; no action is needed at this time.

COUNCIL GOAL

Sustainable quality development and redevelopment

BACKGROUND

From 2010 to 2012, the City engaged a professional consultant (David C. Baldwin Inc.) and the general public in a process of formulating possible designs for the Downtown Square. Through this process three design scenarios with an alternative for each (for a total of six designs) were created. These scenarios were presented to the Community Services Committee and also in a series of public meetings for interested parties. Due to other ongoing projects as part of the overall Downtown Redevelopment Strategy, the Downtown Square design was placed on hold. However, with the CityCenter construction efforts nearing completion, staff will initiate the next phase of the Downtown Redevelopment Strategy, revisiting the previous design scenarios and begin the process towards identifying a preferred scenario.

CONSIDERATIONS

1. The City Council recently adopted the 2016 Capital Improvement Program (CIP) which includes funding for the design of the Downtown Square. Funding for construction is scheduled for the 2018 CIP.
2. It is anticipated that a process similar to the prior engagement will be followed. Staff will work with a consulting firm to review the previously prepared design alternatives, refine them as needed or develop new ones if necessary. These alternatives will be presented to the Community Services Committee and to the

public for review and comment, then brought forward to the full City Council for review and final decision.

3. A scope of services is currently being prepared. In addition to the preparation of design alternative drawings and conducting public meetings, the consultant will also be responsible for developing an opinion of probable construction cost for each alternative.
4. Once the scope is finalized and a contract negotiated with the consulting firm, it is anticipated that the process to develop the alternatives, present them to the Community Services Committee, conduct public review and then present a recommended design to the full Council will take approximately nine months.

ATTACHMENTS

Previous Design Scenarios

Submitted By:

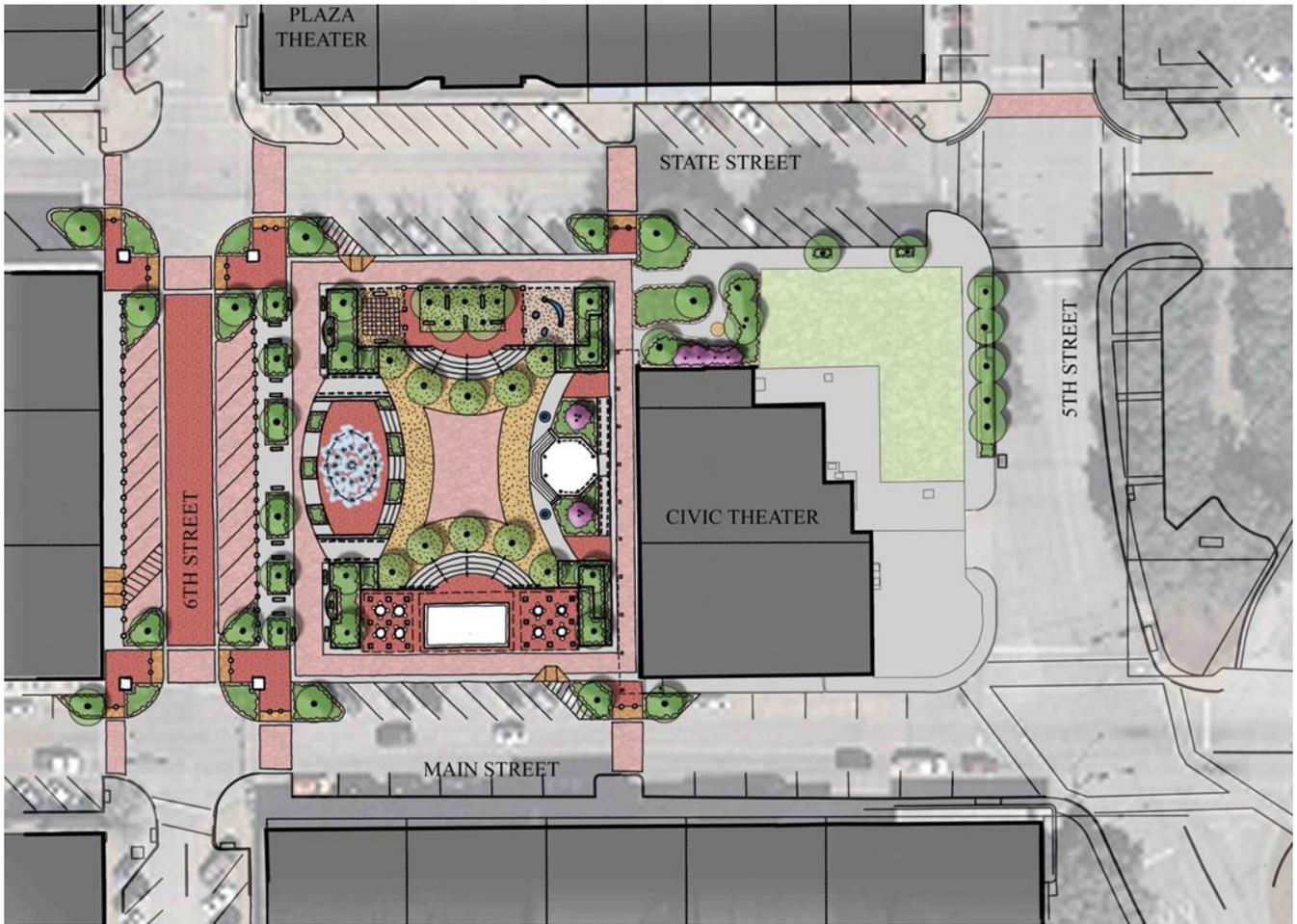
Will Guerin, AICP
Director of Planning

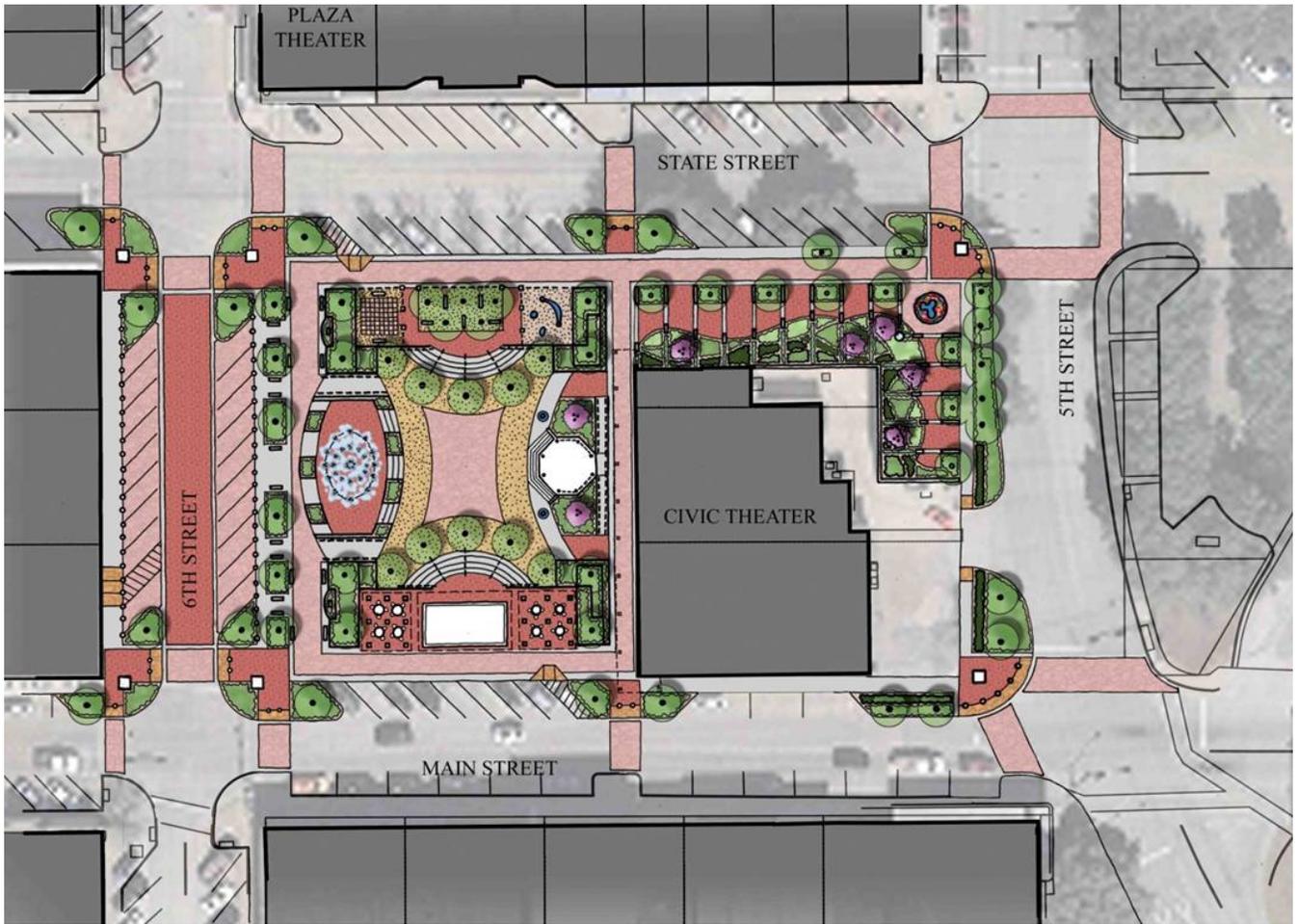
Date: March 4, 2016

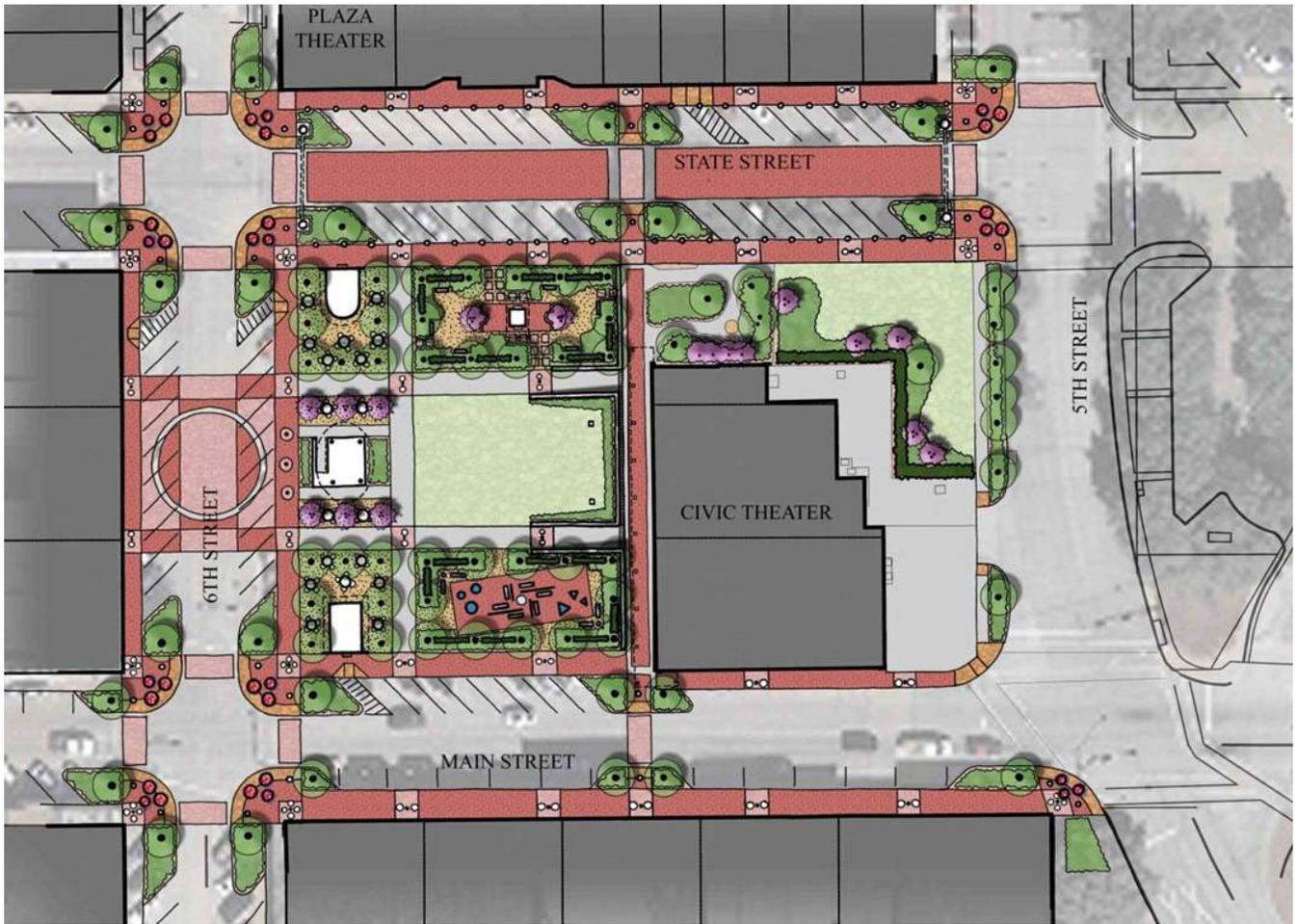
Reviewed By:

Bryan L. Bradford
City Manager

Date: March 9, 2016



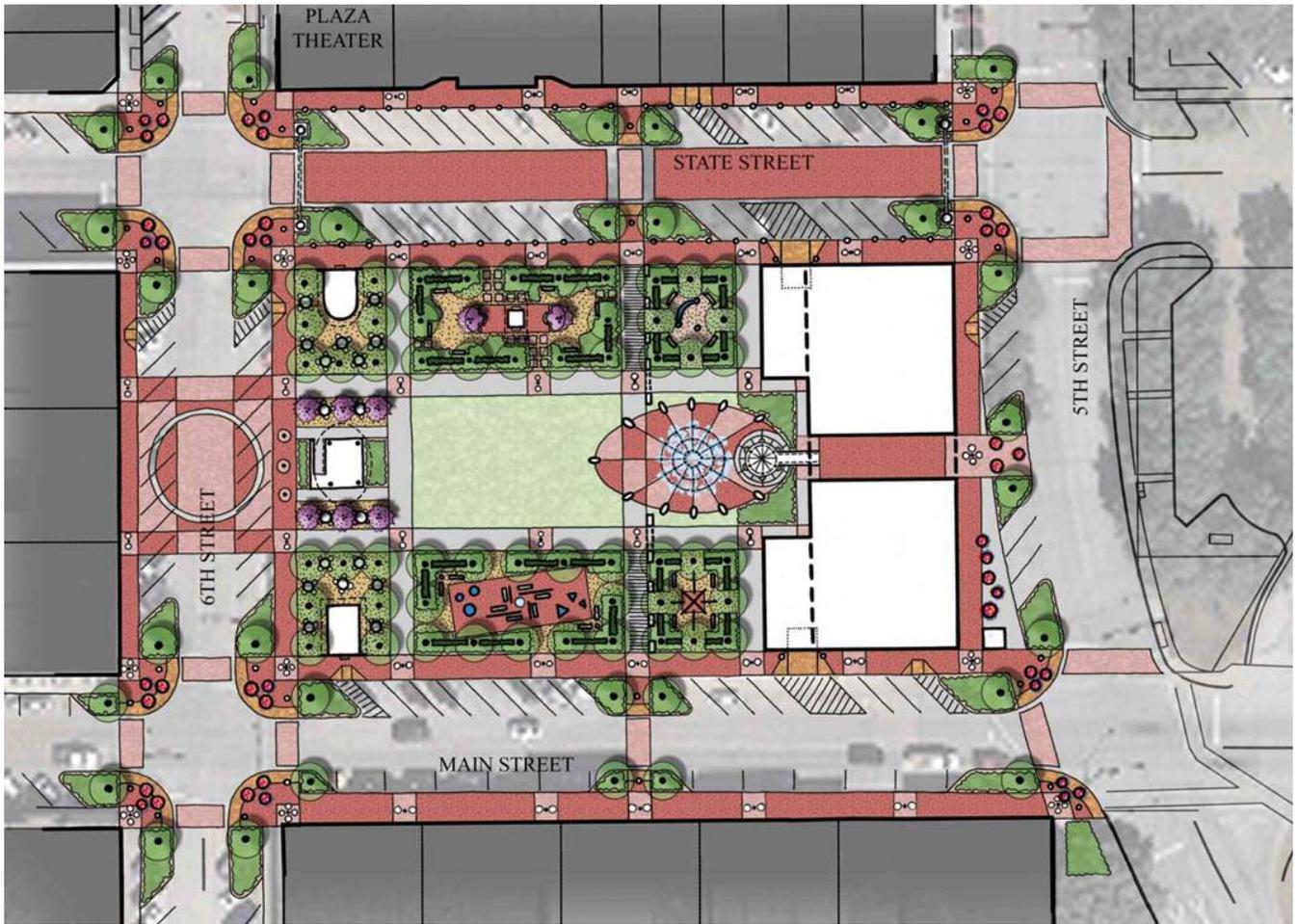




Downtown Garland Square

Conceptual Design Scenarios

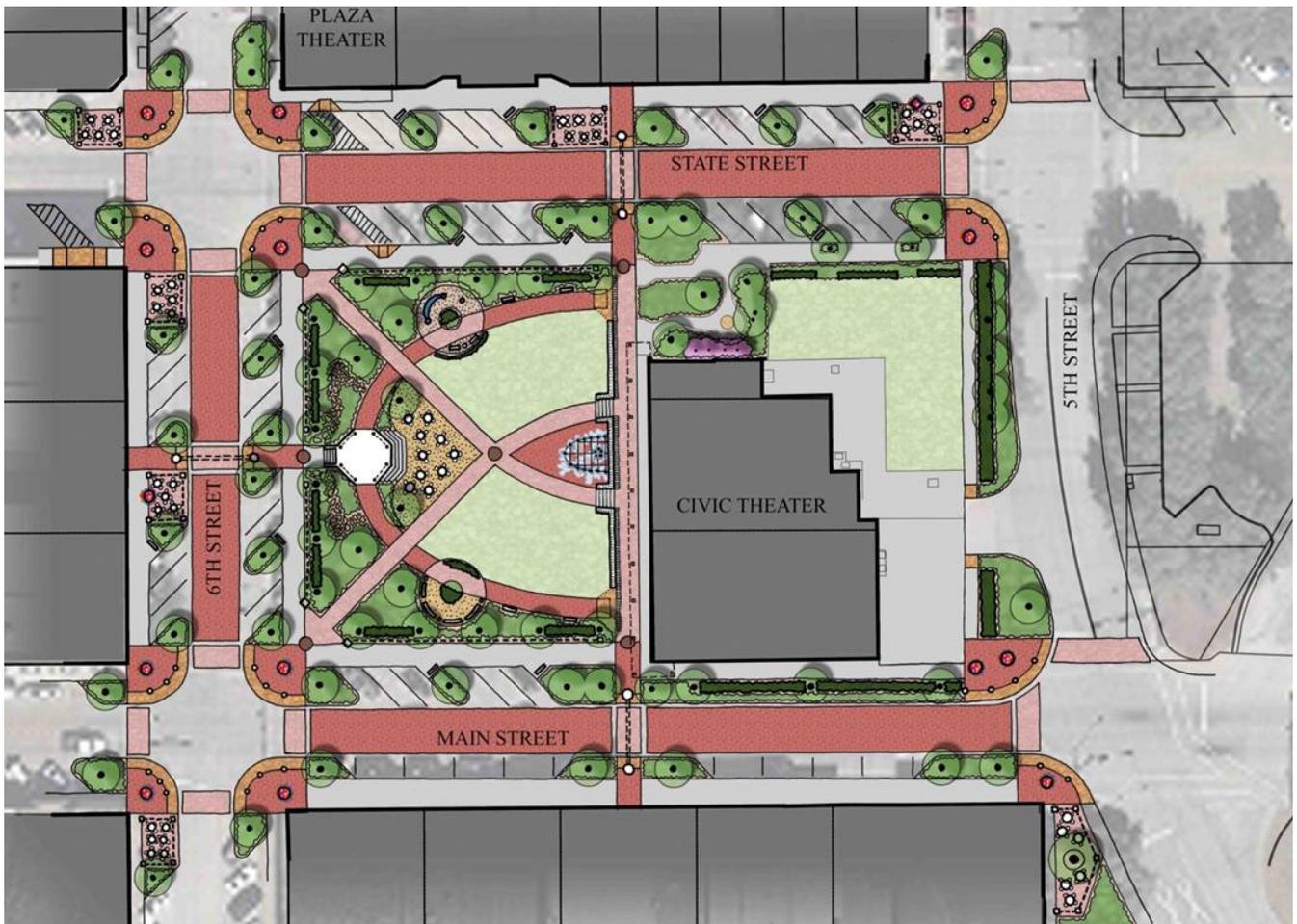
Last Updated January 2012



Downtown Garland Square

Conceptual Design Scenarios

Last Updated January 2012







Meeting: Work Session

Date: March 14, 2016

Policy Report

AUDIT OF SOLID WASTE FRANCHISE FEES

ISSUE

Solid waste haulers offer their services to multi-family units, construction job sites, retail and commercial business. The waste haulers utilize city owned streets, alleys and thoroughfares to perform their services. By Ordinance, 5% of gross revenues must be periodically reported and paid to the city. The waste haulers self-report their revenues. The City has not recently audited this General Fund revenue.

OPTIONS

1. Authorize a consultant to audit waste hauler franchise fees.
2. Do not authorize an audit of waste hauler franchise fees.

RECOMMENDATION

Staff requests the authorization to use a consultant to audit waste hauler franchise fees. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 5, 2016 Regular Meeting.

COUNCIL GOAL

Financially Stable Government with Tax Base that Supports Community Needs

Approval of this request will enable staff to verify that solid waste franchise fees are being reported accurately and comprehensively.

BACKGROUND

The City grants a non-exclusive franchise agreement with solid waste haulers which operate within the corporate limits of the City of Garland for the purpose of engaging in the business of collecting solid waste. For consideration of the covenants of the agreement, the solid waste hauler agrees to pay to the City a five (5%) percent franchise fee of the gross revenues generated from operations with the City. The solid waste hauler is also required to submit records to support the franchise fee calculation.

Section 12 of the franchise agreement authorizes the City to audit the books and records of the solid waste hauler. The City is authorized to select a recognized firm to conduct the audit.

MuniServices is the solid waste consultant being considered by the City. MuniServices currently performs sales and use tax monitoring and auditing for the City. MuniServices also specializes in auditing solid waste franchise fees. Based upon the current

relationship with the City, MuniServices has offered to audit solid waste franchise fees on a contingency basis only. The one-time performance-based contingency fee is 35% of all audit findings.

The scope of work to be performed by MuniServices includes the following:

- Review of current franchise agreements and the City's solid waste ordinance;
- Review records submitted by the solid waste haulers to the City during the review period which is four years;
- Review solid waste hauler invoices for services performed;
- Conduct reasonableness testing of solid waste haulers' franchise fee payments to the City;
- Perform onsite audit of solid waste hauler records;
- Prepare and submit audit report to the City.

CONSIDERATION

The benefits of using a consultant to audit waste hauler franchise fees include:

- Potential to increase General Fund revenues;
- Minimizes hours required from staff;
- Utilizes professionals that are experienced in auditing the waste hauler industry;
- Verifies compliance with the Franchise Agreement;
- Compensation paid to the consultant is based on actual findings.

ATTACHMENT(S)

MuniServices consultant services agreement

Submitted By:

Approved By:

David Schuler
Chief Financial Officer

Bryan L. Bradford
City Manager

Date: March 14, 2016

Date: March 14, 2016

MuniServices, LLC Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the _____ day of _____, 2015 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("MUNISERVICES") and The City of Garland, a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. MUNISERVICES will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. MUNISERVICES shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. MUNISERVICES shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CITY will pay MUNISERVICES as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the date of execution, and automatically renew for two subsequent one year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing written notice to the other party; provided however, that if MUNISERVICES has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, MUNISERVICES shall be entitled to payment as described in EXHIBIT B.
2. Termination: This Agreement may be terminated by either party without cause upon thirty (30) days' written notice of termination as required in Section 6. Upon termination CITY remains obligated to pay, MUNISERVICES as described in EXHIBIT B for services performed through the effective date of the termination or expiration.
3. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay MUNISERVICES for services performed through the effective date of termination for which MUNISERVICES has not been previously paid. In addition, because the services performed by MUNISERVICES prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to MUNISERVICES' fee, the CITY shall remain obligated after termination or non-renewal to provide to MUNISERVICES such information as is necessary for MUNISERVICES to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay MUNISERVICES' invoices therefore in accordance with the terms of this Agreement.

4. **Independent Contractor:** It is understood that MUNISERVICES and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that MUNISERVICES may perform similar services for others during the term of this Agreement and agrees that MUNISERVICES representation of other government sector clients is not a conflict of interest. MUNISERVICES shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and MUNISERVICES hereby expressly waives any claim it may have to any such rights.
5. **Subcontractors:** MUNISERVICES shall have the right to hire subcontractors to provide the services described herein. MUNISERVICES, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. MUNISERVICES shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
6. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to City:

City of Garland
 Attn: David Schuler
 Director Financial Services
 200 N. Fifth Street
 Garland, TX 75040
 Phone: 972.205.2355
 Facsimile: 972.205.2810
 Email: dschuler@ci.garland.tx.us

If to MuniServices:

MuniServices, LLC
 Attn: Contract Department
 7625 N. Palm Ave., Ste. 108
 Fresno, CA 93711
 Phone: 559.271.6852
 Facsimile: 559.312.2852
 Email: legal@muniservices.com

7. **Representative or designees:** MUNISERVICES Primary Representative/Project Manager shall be:

Brenda Anderson, Client Services Manager
 12301Kurland Drive, Suite 150, Houston, TX 77034
 Phone: 817.771.4066/Email: Brenda.Anderson@MuniiServices.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

8. **Indemnity:** MUNISERVICES shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from MUNISERVICES' negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "MUNISERVICES' performance" includes MUNISERVICES' action or inaction and the action or inaction of MUNISERVICES' officers, employees, agents and subcontractors.
9. **Limitation of Liability:** In no event shall MUNISERVICES, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services,

whether liability is asserted in contract or tort, and whether or not MUNISERVICES has been advised of the possibility of any such loss or damage. In addition, MUNISERVICES' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between MUNISERVICES and the CITY and MUNISERVICES' pricing reflects the allocation of risk and limitation of liability specified herein.

10. **Insurance:** MUNISERVICES shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the City, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
11. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
12. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. MUNISERVICES shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, MUNISERVICES may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which MUNISERVICES has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MUNISERVICES; or any corporation or entity which acquires all or substantially all of the assets of MUNISERVICES. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
13. **Ownership of Documents:** Except for MUNISERVICES preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by MUNISERVICES pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
14. **Intellectual Property Rights:** The entire right, title and interest in and to MUNISERVICES's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in MUNISERVICES or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to MUNISERVICES be deemed included within the Work Product.
15. **Public Release and Statements:** Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in

any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

16. Force Majeure: MUNISERVICES shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
18. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"
City of Garland,
a Municipal Corporation

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

"MUNISERVICES"
MuniServices, LLC
a Delaware limited liability company

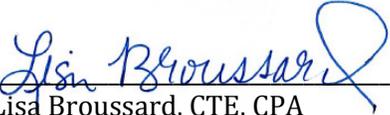
By: 
Lisa Broussard, CTE, CPA
Vice President Central Operations

EXHIBIT A

Solid Waste Hauler Franchise Fee Compliance Program

Article 1-Objectives and Methods

MuniServices' Solid Waste Hauler Franchise Fee Compliance Program ("Solid Waste Compliance") is an agreed-upon-procedures review of the franchise fee payments made to the City from its waste haulers. This service is designed to verify the accuracy of those payments in compliance with the City's franchise agreement. MuniServices will partner with Michael Balliet, a waste hauler management consulting expert, to perform the Solid Waste Compliance for the City.

Article 2-Scope of Work

MuniServices will perform the Solid Waste Hauler Franchise Fee Compliance Program as follows:

Phase I - Reasonableness Test Compliance Review

MuniServices provides an innovative approach to auditing that utilizes hauler tonnage and billing information to perform a "reasonableness test," resulting in more successful onsite audit results than traditional methods. We also provide the City with the value-added service of reviewing their franchise agreement and municipal code to provide recommended enhancements where applicable. This review of documentation and payment records before our onsite review allows us to develop and individualize approach specific to the City's unique circumstances.

Under this approach, the scope of services proposed for this Solid Waste Compliance Review will include:

- Review the current franchise agreements and the City's solid waste ordinances.
- Review all reports submitted by the City's franchised hauler(s) during the review period (generally the previous three years) to ascertain reported gross receipts, tons hauled, and other measurable compliance items.
- Review a sampling waste hauler(s) invoices for all service types performed under the franchise agreement.
- Utilizing proprietary "revenue-to-ton ratio process", conduct a reasonableness test of waste haulers' franchise fee payments.
- Prepare a report that estimates waste hauler(s) accuracy with regards to reporting franchise fees, and potential areas of finding to be finalized by our onsite records review in Phase II.
 - This report will identify areas in the City's municipal code and franchise agreement that could benefit from revision to either better comply with current/upcoming legislation or result in revenue enhancement.
 - The report will provide a review of the franchised hauler's compliance with the City's agreement and identify any potential breaches to be further investigation during our onsite review (Phase II).

Phase II - Agreed-Upon Procedures Franchise Fee Audit

MuniServices will perform an onsite audit of records to finalize the findings developed during our Phase I process and any additional areas of finding uncovered during the onsite review process. The agreed-upon-procedure for the franchise fee audit are individualized based upon our Phase I findings. However, they generally include the following:

- If required, prepare and execute a Nondisclosure Agreement between MuniServices and waste haulers.
- Review of all gross revenues and gross receipts in waste haulers' accounting system.
- Review a random sampling of invoices and follow all revenue to accounting system postings.
- Compare accounting system gross receipts to audited or unaudited financial statements and tax returns, to verify the validity of the numbers therein.
- Perform reviews of costs and revenue-shared items as applicable to the franchise agreement.
- Prepare a report; submit the report draft to City and waste haulers' management for review and comments; then prepare final report for issuance.

Jurisdictional Verification Service

MuniServices also provides an innovative approach to analyzing waste haulers' customer bases to determine that all customers located within the City are included in the customer base used to determine the City's franchise fee payments. If the waste haulers provide MuniServices with their customer bases electronically, MuniServices can perform a 100% verification

of their customer base and provide the waste haulers with the specific corrections that need to be made. Most audit firms, at best, only perform a random sample review of the customer base, which identifies that errors exist, but does not provide the details for the waste hauler to correct those errors.

Landfill Audit Process

Similar to waste hauling franchises and permit systems, your landfill operator has their activities governed by an agreement. Daily activities, performance standards, fee remittance, and reporting to the City must meet these prescribed standards in addition to the operator's compliance with State and Federal law.

Our audit process for landfill operators starts with a review of your agreement to establish reasonable expectations and clarify required reporting and payment calculation standards. From this point we establish the parameters of our onsite records review. We work with the City to prepare an audit notice and schedule the onsite audit.

Our onsite audit process can usually be completed in less than 3 days. The required time onsite depends upon the record-keeping systems employed by the operator and how cooperative their staff is in providing access to requested information. The primary focus of our review is to ensure the operator is meeting its financial obligations to the City. As a secondary component, we establish areas of clear compliance and detail any areas of concern with regards to landfill operation. Where applicable we also provide suggested improvements to reporting systems so the City can more easily monitor landfill operator activities and receive proper payments in the future.

Timing

Upon initiation of the project, MuniServices will meet with designated City staff to review the project, procedures and timelines, local, state and federal ordinances, rules and regulations related to the project. MuniServices will commence the Solid Waste Compliance within 10 working days of receipt of a fully executed agreement including the following: a) the required letter of authorization; b) applicable franchise agreements and ordinances; and c) franchise fee payment records substantiating amounts paid to the City during the audit term.

MuniServices' objective is to complete the reviews within 60 to 90 days, but this will vary depending on access to and the condition of the waste haulers' records, as well as the level of cooperation provided by the waste haulers. This review may include jurisdictional coding verification of the waste haulers' subscriber base from electronic media if waste haulers provide MuniServices with the required electronic data (see the above jurisdictional verification service).

Additional Consulting

Upon mutual agreement between MuniServices and the City as to the scope of services to be provided, MuniServices shall provide to City such additional consulting services as City may request. Consulting services otherwise included in this Addendum will not be subject to MuniServices' fees for Additional Consulting as set forth below.

Article 3-Deliverables

Phase I Audit – Reasonableness Test Compliance Review

Within one-week (1) of receiving the fully executed Agreement, MuniServices will issue a records request to the hauler(s) through the City. We will draft this notice for the City's review and approval. If the waste hauler does not respond, or fails to comply with the information request contained within two-weeks (2) of mailing of the letter, MuniServices will request that the City send a final notice to the hauler(s). These steps will insure that the hauler(s) have every opportunity to comply and that the City is kept apprised. In addition, we are available to advise and assist the hauler(s) in preparing their response to our request to insure timely and accurate data submission. After an initial review of records has been completed we will prepare a report highlighting or recommendations for system improvements and establishing our likely areas of finding in the upcoming onsite review of records.

Phase II – Agreed-Upon Procedures Franchise Fee Audit

We will prepare a report of findings from the onsite records review; submit the draft of the report to the City for review and comments. We will then prepare the final report for issuance. We will prepare finding notices as applicable and provide necessary responses via phone and email to any questions the City may have regarding our audit findings. Where applicable we will provide letters responding to any challenge of our audit finding amounts by the hauler(s).

Landfill Audit Process

We will prepare a report of findings from the onsite records review; submit the draft of the report to the City for review and comments. We will then prepare the final report for issuance. We will prepare finding notices as applicable and provide necessary responses via phone and email to any questions the City may have regarding our audit findings. Where applicable we will provide letters responding to any challenge of our audit finding amounts by the landfill operator.

Article 4 – City Obligations

MuniServices will need from the City a letter of authorization, copies of applicable ordinances, the current franchise agreement, amendments, and any subsequent agreements relating to franchise fee collection, any prior reports prepared by the internal or external auditors which concern the computation or methodologies for computing franchise fee, and a three-year history of franchise payments made by each waste hauler to the City.

EXHIBIT B Compensation

Provided that the Effective Date is on or before December 21, 2015, in exchange for MuniServices performing the work indicated above, the City shall pay MuniServices as follows:

Phase I and Phase II Audit

MuniServices shall provide the both Phase I and Phase II review on a performance-based pricing approach, which places the financial risk and obligation to perform on MuniServices and eliminates for the City any out-of-pocket expenses for this engagement.

The compensation for this agreement shall be a one-time performance-based contingency fee of 35% on all audit findings.

For the purposes of contingent fee calculations, "findings" are revenues recovered by the client or future financial benefits negotiated in lieu of requiring the payment amounts established as findings during the audit period. Our contingent fee does not apply to financial benefits the client receives after the designated audit period as a result of improved payment calculations resulting from our review.

Jurisdictional Verification Service

MuniServices shall provide the Jurisdictional Verification Service to the City for a fixed fee of \$2,000 per solid waste hauler. This fee shall be invoiced upon the completion of the report.

By initialing in the space provided here, should the waste haulers provide MuniServices with their customer bases electronically, the City authorizes MuniServices to provide the Jurisdictional Verification service and to bill the City the fixed fee of \$2,000 per each waste hauler that provides their customer bases electronically. _____

Landfill Audit Service

As a standalone service, the landfill audit can be performed for a flat fee of \$25,000 or a modified contingent fee pricing structure, similar to the pricing for the hauler audits. Under the modified contingent fee structure, the flat fee is reduced to \$10,000. The first \$10,000 in revenue recovery goes to the city to reimburse you for all flat fee costs. Once \$10,000 in recovery is obtained, MuniServices shall be entitled to the following prescribed percentage of any findings above that amount.

- On any audit findings above the first \$10,000 MuniServices fee shall be a 25% contingency fee.
- If the City contracts for both hauler and landfill audits simultaneously, the flat fee for the landfill service will be reduced to \$5,000.

For the purposes of contingent fee calculations, "findings" are revenues recovered by the City or future financial benefits negotiated in lieu of requiring the payment amounts established as findings during the audit period. Our contingent fee does not apply to financial benefits the City receives after the designated audit period as a result of improved payment calculations resulting from our review.

By initialing in the space provided here the City authorizes MuniServices to provide the Landfill Audit service and to bill the City as outlined above. _____

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, MuniServices' standard hourly rates range from \$75 per hour to \$200 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the City and shall be reimbursed at cost to MuniServices.

EXHIBIT C

MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Brenda Anderson	Client Services Manager	817.771.4066	brenda.anderson@muniservices.com
Lisa Broussard	VP Client Services	713.459.5079	lisa.broussard@muniservices.com
Mike Balliet	Waste Hauler Auditor	949.378.2205	MBalliet@cox.net
	Billing Department	757.321.2517	billing@portfoliorecovery.com
Francesco Mancia, MBA	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Patricia A. Dunn, MSHR	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com



Policy Report

2015-16 BUDGET AMENDMENT NO. 1

ISSUE

Amend the 2015-16 Adopted Budget in order to appropriate available funds for the following:

- (1) Projects approved in last year's Budget but not completed by the fiscal year-end.
- (2) Rollover of open Purchase Orders from the 2014-15 fiscal year.
- (3) Grant and other funds recently awarded to the City.
- (4) Expenditures not anticipated in the 2015-16 Adopted Budget.

OPTIONS

- (A) Approve Budget Amendment No. 1 as proposed.
- (B) Approve portions of Budget Amendment No. 1.
- (C) Do not approve Budget Amendment No. 1.

RECOMMENDATION

Option (A) – Approve Budget Amendment No. 1 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 5, 2016, Regular Meeting.

COUNCIL GOAL

“Financially Stable Government with Tax Base that Supports Community Needs”

Budget amendments allow the City to respond to changing situations and needs in a manner that permits flexibility while ensuring financial integrity and controls.

BACKGROUND

(1) Carry-Over of 2014-15 Incomplete Projects

(a) Street Upgrades and Equipment

The FY 2014-15 Revised Budget for the Infrastructure Repair & Replacement Fund included \$1,791,578 for Street Pavement Improvements and Traffic Marking Improvements for the Street Department. Budget Amendment No. 1 proposes to increase FY 2015-16 operating appropriations by \$1,791,578 to complete the following projects: Pavement Improvements to Rowlett Road from Roan Road to Lake Ray Hubbard Bridge - \$974,078, to Stonewall Street from Broadway Boulevard to Quail Hollow Drive - \$500,000, and to South Country Club Road from Marilee Drive to Iroquois Drive - \$125,000; and \$192,500 for Arterial Traffic Marking Improvements on various streets.

In addition, the FY 2014-15 Revised Budget for the Infrastructure Repair & Replacement Fund included \$310,000 to purchase a truck with a haul trailer and 4 additional cargo trailers. Budget Amendment No. 1 proposes to increase the FY 2015-16 operating appropriations by \$310,000 to purchase the truck and trailers.

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

(b) Rolled-Forward Economic Development Funds

The FY 2014-15 Revised Budget for the Economic Development Department included \$352,600 for economic development initiatives. Budget Amendment No. 1 proposes to increase FY 2015-16 operating appropriations by \$352,600 to fund ongoing initiatives.

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

(c) Rolled-Forward Equipment Replacement Funds

The FY 2014-15 Revised Budget for the Equipment Replacement Fund included \$1,662,243 to replace equipment that did not get purchased by the close of the fiscal year. Budget Amendment No. 1 proposes to increase FY 2015-16 operating appropriations by \$1,662,243 to purchase the previously approved equipment. Below is a breakdown of the total amount by department:

General Fund Departments:	
Building Inspection	\$ 43,332
EWS - Disposal	31,690
Transportation	26,016
Code Compliance	87,415
Parks, Recreation and Cultural Arts	25,184
Sub-Total General Fund Departments	<u>\$ 213,637</u>
All Other Departments:	
Garland Power & Light	\$ 775,357
Water	302,420
Wastewater Collection & Treatment	93,437
Stormwater Management	26,792
Facilities Management	49,000
Fleet Services	25,000
Customer Service	49,000
Street	127,600
Sub-Total Departments - All Other Funds	
Total All Departments	<u>\$1,662,243</u>

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

(d) Other Miscellaneous Project Carryovers which include:

- 1) General Fund - \$168,605 for repairs to the Landfill Gas Collection and Control System to ensure regulatory compliance with TCEQ.
- 2) Facilities Management Fund - \$150,000 for fencing repairs at the Firewheel Golf Park.

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

(2) Rolled-Forward Encumbrances from Fiscal Year 2014-15

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

Because the purchase of these open items was authorized by Council in the previous fiscal year (2014-15), the City's practice has been to roll these encumbrances forward into the current fiscal year (2015-16). This has the effect of increasing the current year's appropriation by the amount of the open Purchase Orders or encumbrances. The funding to cover the expenditures is available in the fund balance since payment was not made before the close of the fiscal year.

The projected fund balance for the current fiscal year is unaffected by the "roll-forward," because it was assumed in the 2015-16 Adopted Budget that the expenditures would be completed in the prior year. The presence of the funds in the fund balance is above and beyond what the Budget assumes for the 2015-16 year-end balance.

Budget Amendment No. 1 proposes that encumbrances totaling \$5,653,637 be rolled forward to 2015-16. Of the total rollover amount, \$919,567 is related to the General Fund. Attachment A provides a detailed listing by fund of individual outstanding encumbrances over \$25,000.

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

(3) Mid-Year Adjustments to Public Safety Grants

a) Office of Emergency Management – Federal Grant

During the FY 2015-16 budget preparation process, information needed by the Garland Fire Department was unavailable in regard to an Assistance to Firefighter Grant (AFG) funded by the Department of Homeland Security and administered by the Federal Emergency Management Agency (FEMA), so no request was submitted. The Fire Department has requested twelve licenses for software that allows users to respond to simulated emergencies and coordinate actions in a dynamic manner similar to those encountered during actual emergencies. Once purchased, the software does not require any ongoing support, licensing,

or maintenance costs. The City of Garland has since received notice that it has been awarded \$18,730 in FEMA funding for the current year to purchase these software licenses. The conditions of this grant require that the City contribute 10% in matching funds, and that amount will be provided through the Fire Department's current approved budget. Budget Amendment No. 1 proposes appropriating these Federal grant funds for FY 2015-16.

(4) Expenditures Not Anticipated in the 2015-16 Adopted Budget

(a) Mandatory Redemption of 1997 Certificate of Obligation Issue

Certificates of Obligation, Series 1997B, was issued as a private placement to acquire land related to the expansion of the Firewheel Golf Park. Based on the bond ordinance terms, the principal would be paid in full after 30 years to the landowner's trust or upon death of the landowner, depending on which event occurred first.

In December, the City received the certified Death Certificate for the owner, and on December 16th, principal and interest were paid to the owner's trust. Budget Amendment No. 1 proposes appropriating \$600,000 to the General Obligation Bond Debt Service Fund to comply with this provision in the bond ordinance. While this expenditure was not anticipated, the General Obligation Bond Debt Service Fund maintained a fund balance to meet this obligation.

(b) Wastewater Management Plan Updates

In 2007, the City of Garland entered into an agreement with the Texas Commission on Environmental Quality (TCEQ) known as the Sanitary Sewer Overflow Initiative. In the agreement, the City is required to submit a completed Wastewater Management Plan Update by the end of 2017. It has been determined that this study is expected to take approximately one-and-a-half years to complete, and it includes studying the flow monitoring of both the Rowlett Creek and the Duck Creek wastewater collection basins, updating the hydraulic wastewater model, and updating zoning and population changes.

In order to ensure ample time is given to complete this study and to ensure continued regulatory compliance, Budget Amendment No. 1 proposes an increase of \$500,000 to the Wastewater Utility Fund for FY 2015-16 to allow the department to select a vendor and begin work this spring. Funding will come from excess fund balance reserves within the Wastewater Utility Fund and will not have any impact on rate payers.

FINANCIAL CONSIDERATIONS

The Street Upgrades and Equipment, Economic Development and Equipment Replacement Funds, Other Miscellaneous Project Carryovers, and outstanding Purchase Orders carried forward were fully funded in the FY 2014-15 Budget, and the funds required to cover these expenditures remain within each fund's respective fund balance. As a result, there is no financial impact from approval of these items. Federal Grant Funds were awarded to provide simulation software for the Fire Department. The mandatory redemption of 1997 Certificates of Obligation Issue and Wastewater Management Plan Updates will be fully funded by the available fund balance in the General Obligation Bond Debt Service Fund and the Wastewater Utility Fund respectively.

Budget Amendment No. 1 proposes to appropriate funds as follows:

<u>Economic Development Fund</u>	
Rolled Forward for Economic Development Initiatives	\$ 352,600
<u>Equipment Replacement Fund</u>	
Vehicle Replacement – Various Departments	1,662,243
<u>Facilities Management Fund</u>	
Firewheel Golf Park Fence	150,000
<u>General Fund</u>	
Landfill - Gas Collection and Control System	168,605
<u>General Obligation Bond Debt Service Fund</u>	
Mandatory Redemption of 1997 Certificate of Obligation	600,000
<u>Infrastructure Repair & Replacement Fund</u>	
Street Repair and Replacement Projects	1,791,578
Street Repair and Replacement Equipment	310,000
<u>Wastewater Utility Fund</u>	
Wastewater Management Plan Update	500,000
<u>Public Safety Grant Fund</u>	
Simulation Software for Fire Department	18,730
<u>Various Funds</u>	
Rollover of Purchase Order Encumbrances	<u>5,653,637</u>
TOTAL SUPPLEMENTAL APPROPRIATION	<u>\$11,207,393</u>

ATTACHMENT(S)

Attachment A – Schedule of Open Encumbrances being Rolled Forward

Attachment B – Schedule of Proposed Amendments by Fund

Submitted By:

Ron Young
Director
Budget & Research

Date: March 14, 2016

Approved By:

Bryan L. Bradford
City Manager

Date: March 14, 2016

ATTACHMENT B

Proposed Budget Amendment FY 2015-16 Operating Budget

	<u>BA #1</u>	<u>BA #1 PO Rollover</u>	<u>Total Budget Amendments</u>
REVENUES AND EXPENDITURES			
Sources of Funds:			
Additional Revenue - Public Safety Grant Fund	\$18,730	\$0	\$18,730
Fund Balance - Prior Year	5,535,026	5,653,637	11,188,663
Total Funds Provided	<u>\$5,553,756</u>	<u>\$5,653,637</u>	<u>\$11,207,393</u>
Use of Funds - Expenditures:			
General Fund (See Detail in Notes)	\$168,605	\$919,567	\$1,088,172
Electric Utility Fund	0	980,242	980,242
Water Utility Fund	0	39,616	39,616
Wastewater Utility Fund	500,000	635,338	1,135,338
Environmental Waste Services Fund	0	15,000	15,000
Infrastructure Repair & Replacement Fund	2,101,578	164,291	2,265,869
Stormwater Management Fund	0	18,150	18,150
General Obligation Bond Debt Service Fund	600,000	0	600,000
Economic Development Fund	352,600	0	352,600
Firewheel Golf Fund	0	9,360	9,360
Recreation Performance Fund	0	98,421	98,421
Self Insurance Fund	0	5,640	5,640
Public Safety Grant Fund	18,730	0	18,730
Narcotic Seizure Funds	0	49,141	49,141
Equipment Replacement Fund	1,662,243	1,868,825	3,531,068
Customer Service Fund	0	17,863	17,863
Facilities Management Fund	150,000	71,147	221,147
Fleet Services Fund	0	30,515	30,515
Information Technology Fund	0	474,760	474,760
IT Replacement Fund	0	255,761	255,761
Total Expenditures	<u>\$5,553,756</u>	<u>\$5,653,637</u>	<u>\$11,207,393</u>
Notes:			
General Fund -			
City Attorney	\$0	\$8,450	\$8,450
Code Compliance	0	3,733	3,733
Economic Development	0	18,874	18,874
Emergency Management	0	50,000	50,000
Fire	0	192,281	192,281
Health	0	53,060	53,060
Human Resources	0	9,369	9,369
EWS - Disposal (Landfill)	168,605	3,850	172,455
Library	0	28,816	28,816
Parks, Recreation & Cultural Arts	0	253,447	253,447
Planning & Community Development	0	625	625
Police	0	10,204	10,204
Public & Media Relations	0	2,254	2,254
Purchasing	0	3,209	3,209
Transportation	0	276,839	276,839
Non-Departmental	0	4,556	4,556
Sub-Total General Fund	<u>\$168,605</u>	<u>\$919,567</u>	<u>\$1,088,172</u>

**ATTACHMENT A
2014-15 Rollover
(With Detail of PO's Over \$25,000)**

*Amount
Outstanding
9-30-15*

<i>Fund/Department</i>	<i>PO Description</i>	
<u>General Fund</u>		
Emergency Management, Office of	CASA Weather Radar Installation	\$50,000
EWS - Disposal	Dodge Ram 5500 Cab/Chassis w/Aerial Lift	\$262,096
Fire	Thermal Imaging Cameras and Equipment Holmatro Hydraulic Tools and Equipment	\$40,400 49,763
Health	Resurface Kennel Floor	\$49,560
Parks, Recreation & Cultural Arts	Dump Trucks	\$186,524
Various	PO's Under \$25,000	\$281,224
	Sub-Total General Fund	<u>\$919,567</u>
<u>Electric Utility Fund</u>		
	Service Contracts	\$60,072
	Professional Services	502,434
	Vehicles	79,492
	PO's Under \$25,000	338,244
	Sub-Total Electric Utility Fund	<u>\$980,242</u>
<u>Information Technology Fund</u>		
	Resident Opinion Survey	\$60,000
	Service Contracts	311,136
	PO's Under \$25,000	103,624
	Sub-Total Information Technology Fund	<u>\$474,760</u>
<u>Information Technology Replacement Fund</u>		
	Network Core Switch Replacement	\$164,252
	PO's Under \$25,000	91,509
	Sub-Total Information Technology Replacement Fund	<u>\$255,761</u>

ATTACHMENT A
2014-15 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9-30-15*

<u>Fund/Department</u>	<u>PO Description</u>	
<u>Equipment Replacement Fund</u>		
Fire - Operations	Chevy Tahoe	\$27,801
Police - Patrol	Five (5) Chevy Impalas	92,835
Police - Patrol	Police Passenger Van	25,819
Parks - Ground Maintenance	Brush Dump Truck	93,662
Parks - Medians & ROW	One-Ton Pickup with Compactor	64,491
GP&L - Distribution Operations	Altec DM47B Digger Derrick & Aerial Trucks	666,783
GP&L - Distribution Operations	Dodge Ram Altec Bucket Truck	145,307
GP&L - Distribution Operations	Dodge Ram Altec Bucket Truck	109,359
GP&L - Distribution Operations	Ford F-450 & F-350 Extended Cab Trucks	93,241
GP&L - Distribution Operations	Ford 1-Ton Extended Cab Truck	25,703
Wastewater - Collection	Jet Vacuum Truck	189,298
Wastewater - Collection	12 Cubic Yard Dump Truck	101,506
Wastewater - Treatment	Chevrolet 3/4-Ton Truck with Flip-Top Body	33,112
Wastewater - Treatment	Mack Roll-Off Truck	178,194
	PO's Under \$25,000	21,714
	Sub-Total Equipment Replacement Fund	<u>\$1,868,825</u>
<u>Infrastructure Repair & Replacement Fund</u>		
	Flameless Pothole Patcher	\$160,734
	PO's Under \$25,000	3,557
	Sub-Total Infrastructure Repair & Replacement Fund	<u>\$164,291</u>
<u>Recreation Performance Fund</u>		
	Resurface Dobbs Tennis Courts	\$39,060
	PO's Under \$25,000	59,361
	Sub-Total Recreation Performance Fund	<u>\$98,421</u>
<u>Narcotic Seizure Fund</u>		
	Weapons	\$49,141
	Sub-Total Narcotic Seizure Fund	<u>\$49,141</u>
<u>Wastewater Utility Fund</u>		
	Professional Services for WWTP	\$136,800
	Repairs to Rowlett Creek WWTP	119,772
	Repairs to Duck Creek WWTP	25,094
	Replacement Pump at Duck Creek WWTP	207,289
	PO's Under \$25,000	146,383
	Sub-Total Wastewater Utility Fund	<u>\$635,338</u>
<u>All Other Funds</u>	PO's Under \$25,000	<u>\$207,291</u>
<u>TOTAL OUTSTANDING PO's</u>		<u>\$5,653,637</u>



City Council Item Summary Sheet

Work Session

Date: March 14, 2016

Agenda Item

Senior Citizens Advisory Commission

Summary of Request/Problem

At their request, members of the Senior Citizens Advisory Commission will brief the Council regarding vacancies on the board.

Recommendation/Action Requested and Justification

Council discussion and direction.

Submitted By:

Approved By:

**Bryan L. Bradford
City Manager**



City Council Item Summary Sheet

Work Session

Date: March 14, 2016

Agenda Item

Administrative Services Committee Report

Summary of Request/Problem

Council Member Jim Cahill, chair of the Administrative Services Committee, will provide a committee report on the following items:

- Ethics Ordinance review and recommendation

Recommendation/Action Requested and Justification

Council discussion and direction.

Submitted By:

Approved By:

**Bryan L. Bradford
City Manager**



City Council Item Summary Sheet

Work Session

Date: March 14, 2016

Agenda Item

Boards and Commissions

Summary of Request/Problem

Council is requested to consider appointments to Boards and Commission.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

Bryan L. Bradford
City Manager