



## **AGENDA**

**CITY COUNCIL WORK SESSION  
City of Garland  
Duckworth Building, Goldie Locke Room  
217 North Fifth Street  
Garland, Texas  
October 20, 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. Interlocal Agreements with Dallas County**

*Council is requested to consider authorizing the City Manager to enter into a Master Interlocal Agreement with Dallas County for maintenance of designated roadways within the city and to enter into Project Specific Agreements to perform concrete repairs on Rowlett Road between Broadway Boulevard and Meadowside Drive and on Rowlett Road between Meadowside Drive and Roan Road. If Council concurs, this item will be scheduled for formal consideration at the first regular meeting in November.*

**b. 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 City Council Policy Finance-06, Statement of Investment Policy, and City Council Policy Finance-05, Statement of Investment Strategy.*

**c. 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.*

| Item | Key Person |
|------|------------|
|------|------------|

**2. Verbal Briefings:**

**a. Economic Development Incentive -  
Massimo Motor Sports Relocation**

**Mayer**

*Massimo Motor Sports, LLC is evaluating a decision to relocate their headquarters from Irving to Garland and renovate the 280,000 sq. ft. former Sears Fashion Center building. The company is also considering relocating the automated robotic manufacturing operation from China to this facility in the future. With this renovation, Massimo will invest \$2.9 million and bring \$3.8 million of new Business Personal Property to Garland. As part of the Garland Economic Development Partnership's*

*(GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide: 1) general support for the project and 2) Chapter 380 Finance Grant – total of \$275,000 over 5 years; \$55,000 annually.*

**b. Economic Development Incentive -  
Ridge Development**

**Mayer**

*Ridge Development is evaluating a decision to develop two 200,000 sq. ft. industrial buildings (Marquis Distribution Center) designed to accommodate both manufacturers and distribution type companies. This new industrial construction by Ridge Development has the potential to create \$16 million Real Estate value in Garland and a total of \$112,736 to the City annually. As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide: 1) general support for the project and 2) Chapter 380 Finance Grant – total of \$370,000.*

**c. Communications with Council  
During Emergency Events**

**Stanley/Campbell**

*At the request of Council Members Stephen Stanley and Deputy Mayor Pro Tem Tim Campbell, staff will brief Council on the process for communicating with Council during emergency events involving severe weather, utility outages, street closures, high water, and other issues affecting the citizens of Garland.*

**d. Right Turn on Red Review**

**Cahill/Stanley**

*At the request of Mayor Pro Tem Jim Cahill and Council Member Stephen Stanley, staff will brief Council on the Transportation Department's review of right turn on red at three locations. Due to concerns regarding speed and accidents, restrictions to right turn on red at the three signalized intersections of SH 78 with Firewheel Parkway, Town Center Boulevard, and the President George Bush Turnpike frontage road were reviewed by the Transportation Department.*

**e. Rescheduling of First Regular Council Meeting in November** **Stanley/Dodson**

*The first regular Council meeting in November 2014 is on Tuesday, November 4, which is also the date of the statewide general election in Texas. At the request of Council Members Stephen Stanley and Lori Barnett Dodson, Council is requested to consider moving the date of the first regular meeting in November to Monday, November 3. This item is scheduled for formal consideration at the October 21, 2014 Regular Meeting.*

**f. Administrative Services Committee Report** **Cahill**

*Mayor Pro Tem Jim Cahill, chair of the Administrative Services Committee, will provide a report on the Committee's revised recommendation for changes to City Council Policy OPNS-23, Council Committees. Council is requested to discuss the proposed revisions and provide direction. This item is scheduled for formal consideration at the October 21, 2014 Regular Meeting.*

**3. 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.*

**4. 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.*

**5. Council will move into Executive Session** **Council**

**EXECUTIVE SESSION  
AGENDA**

1. 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 the extension of an agreement with Vision Energy
  - Consider the approval of a Participation Agreement with Cross Texas Transmission relating to the development, construction, and operation of a portion of the ERCOT Houston Import Project
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**6. Adjourn**

**Council**



# Policy Report

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## INTERLOCAL AGREEMENTS WITH DALLAS COUNTY TO PERFORM CONCRETE REPAIRS ON ROWLETT ROAD

### ISSUE

Council is requested to consider authorizing the City Manager to enter into a Master Interlocal Agreement with Dallas County for maintenance of designated roadways within the city and to enter into Project Specific Agreements to perform concrete repairs on Rowlett Road between Broadway Boulevard and Meadowside Drive and on Rowlett Road between Meadowside Drive and Roan Road.

### OPTIONS

- A. Authorize the City Manager to enter into a Master Interlocal Agreement with Dallas County for maintenance of designated roadways within the city and to enter into Project Specific Agreements for concrete repairs on Rowlett Road between Broadway Boulevard and Meadowside Drive and on Rowlett Road between Meadowside Drive and Roan Road.
- B. Take no action.

### RECOMMENDATION

Option A. If Council concurs, this item will be scheduled for formal consideration at the first regular meeting in November.

### COUNCIL GOAL

Consistent Delivery of Reliable City Services

### BACKGROUND

Dallas County has a 50/50 cost share participation program for funding of construction and/or repair of Type "B" roadways. The Street Department had plans to perform concrete slab repairs on Rowlett Road between Broadway Boulevard and Roan Road. Because Rowlett Road is designate as a Type "B" roadway that is eligible for County funding, staff contacted a representative from Dallas County District 2 to determine if they would participate in the cost share for the concrete repairs on Rowlett Road.

When the Dallas County Commissioners' Court Districts were recently redistricted, Rowlett Road was split between Districts 1 and 2. The dividing line between Districts 1 and 2 is Meadowside Drive, so District 2 could only agree to fund the repairs on the

portion of Rowlett Road between Meadowside Drive and Roan Road. Staff subsequently contacted a representative from District 1 and they agreed to fund the repairs on the portion of Rowlett Road between Broadway Boulevard and Meadowside Drive. Accordingly, Dallas County is requiring separate Project Specific Agreements for each of these segments of Rowlett Road.

**CONSIDERATION**

The Street Department has developed cost estimates for the repair of each of these two segments of Rowlett Road. The estimated cost to repair the segment between Broadway Boulevard and Meadowside Drive is \$187,000, so District 1 has agreed to fund 50% of the cost of those repairs, up to \$93,900. The estimated cost to repair the segment between Meadowside Drive and Roan Road is \$561,500, so District 2 has agreed to fund 50% of the cost of those repairs, up to \$280,750.

**ATTACHMENT(S)**

Master Interlocal Agreement  
Project Specific Agreement – Rowlett Road - Broadway Boulevard to Meadowside Drive  
Project Specific Agreement – Rowlett Road - Meadowside Drive to Roan Road

Submitted By:

Approved By:

Steve Oliver, P.E.  
Director of Streets

William E. Dollar  
City Manager

Date: October 13, 2014

Date: October 13, 2014

**MASTER INTERLOCAL AGREEMENT  
BETWEEN DALLAS COUNTY AND THE CITY OF GARLAND  
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT  
CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL  
LIMITS OF THE CITY OF GARLAND**

This Master Interlocal Agreement (“Agreement”) is made by and between Dallas County, Texas (hereinafter “County”) and the City of Garland, Texas (hereinafter “City”) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

**WHEREAS**, pursuant to Court Order \_\_\_\_\_, dated \_\_\_\_\_, County Commissioners Court approved participation in Transportation Projects within the City of Garland; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, On occasion, the County and the City desire to enter into this Agreement for the purpose of City retaining and authorizing County, through its Road & Bridge forces, to maintain various “Type E” Roadways, situated wholly within the territorial limits of City; and

**WHEREAS**, On occasion, the County and City desire to enter into an Interlocal Agreement for the purpose of jointly coordinating, facilitating and/or funding maintenance activity on certain duly qualified “Type B” Roadways, also situated wholly within the territorial limits of City; and

**WHEREAS**, On occasion, the County and City desire to enter into an Interlocal Agreement for purpose of City authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type E” or “Type B” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of City; and

**WHEREAS**, This collaboration between County and City is consistent with Strategy 4.2 of the Dallas County’s Strategic Plan in that it fosters partnership between County and local cities therein on local transportation projects;

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

## **I. PURPOSE**

City has requested in the past, and will likely request in the foreseeable future (1) that County participate in the funding of, certain roadway maintenance projects (“projects”) on City’s street system, which projects shall be duly qualified “Type B” Roadway Projects, (2) that County provide certain roadway maintenance services (“projects”) on City’s street system, which projects shall be duly qualified “Type E” Roadway Projects, or (3) that County, through its Road & Bridge forces, perform certain minor transportation-related maintenance services on or about City’s streets and alleyways which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for County and City to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City of Garland, said roadway being of significance to Dallas County.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement (“PSA”), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City of Garland.

Projects undertaken pursuant to this Agreement are for the benefit of the City and County, and not the purposeful benefit of any third parties. It is the express intention of City and County that any person or entity, other than City or County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent County and City from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

## **II. CITY’S CONTRIBUTION**

For duly qualified “Type B” Roadway Projects contemplated hereunder, City shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County’s labor, equipment and/or materials. However, if County’s labor, equipment and/or materials are used, the total project cost could not exceed \$15,000.00.

For all other projects contemplated hereunder, City shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by City or County for the performance of these government functions shall be made from current revenues available to them.

### **III. CITY'S OBLIGATIONS**

Prior to the commencement of any project hereunder, City shall clearly detail the location, scope and nature of the services it desires performed. Should City desire that County, through deployment of its Road & Bridge workforces, perform such services, County shall prepare a written and detailed proposal for City's consideration and approval, indicating all work to be performed by County, and at what costs and expense to City. Before any such work commences, City and County must have a clear and mutual understanding of the scope of services to be provided by County and the costs associated with each such project. Said mutual understanding shall be evidenced by supplemental documentation, i.e. project specific proposals, which shall only be binding once approved by County and the governing body of the City. Said proposals, if approved, shall be confirmed in writing, which shall be considered supplemental hereto.

For all projects, other than "Type B" Roadway Projects, wherein the County is obligated to provide maintenance and/or services, immediately upon County's commencement of work duly authorized by them, City shall set aside, segregate and escrow for County's benefit, the full agreed amounts for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, County shall be paid promptly, and in full once the project is completed.

Where required by nature of the projects undertaken, City, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity, (2) acquiring any right-of-way necessary to complete the project under consideration, (3) locating all manholes, water valves, and other utilities within the project, (4) making all utility relocations or adjustments necessary for the project, (5) remediation of any hazardous or regulated materials, or other environmental hazard on or near the project site, and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to insure that such activity will not delay the County's timely performance of its maintenance activities.

City agrees to permit County, at County's expense, to conduct routine special studies of traffic conditions within City, which studies might include traffic counts, measurements of speeds,

delays, congestion, and the like.

#### **IV. COUNTY'S CONTRIBUTION**

For all projects contemplated hereunder, County shall contribute as follows:

1. For all duly qualified "Type B" Roadway Projects, County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two. However, if County's labor, equipment and/or materials are used, the total project cost could not exceed \$15,000.00, and
2. For all other duly qualified projects, County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide maintenance services, all of which shall be provided at City's, or another funding source's, expense.

#### **V. COUNTY'S OBLIGATIONS**

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section I, above. Once so approved, if called upon to do so, County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of City. Nothing herein shall be construed to prohibit County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by City or County, County shall immediately bring same to attention of City, and await direction and guidance from City on resolution of same. Where reasonably required by nature of the unknown condition, County may cease performance hereunder until such time as adverse conditions are rectified or remedied by City, and such delay shall not constitute a material breach of this Agreement.

#### **VI. TERM**

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 31, 2019. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60)

days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol stated below.

## **VII. LIABILITY**

**I. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **VIII. FISCAL FUNDING**

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

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

## IX. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Agreement and any attachments hereto sets forth the entire agreement between the parties respecting the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's and City/Town's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

C. **Severability.** If any term, covenant, condition or provision of this Agreement shall be declared invalid by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. **Not an Agent.** County and City mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. **Venue.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

F. **Amendment.** This Agreement may be supplemented and/or amended at any time through the mutual consent of both County and City, so long as all amendments, changes, revisions, and discharges of this Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

G. **Notice.** All notices, requests, demands, and other communication under this Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:  
Alberta Blair  
Director of Public Works  
411 Elm Street, Fourth Floor  
Dallas, Texas 75202

CITY:  
Steve Oliver, P.E.  
Director of Streets  
P.O. Box 469002  
Garland, TX 75046-9002

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

I. **Headings.** The headings and titles used herein are for sake of convenience only, and not intended to affect the interpretation or construction of such provisions.

J. **Contingent.** This Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City of Garland, Texas.

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Action on the \_\_\_\_ day of \_\_\_\_\_, 2014.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2014.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GARLAND:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
WILLIAM E. DOLLAR  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LISA PALOMBA  
CITY SECRETARY

CRAIG WATKINS  
DISTRICT ATTORNEY

TERESA GUERRA SNELSON  
CHIEF, CIVIL DIVISION

\_\_\_\_\_  
Sherri Turner  
Assistant District Attorney

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

**PROJECT SPECIFIC AGREEMENT**  
**RE: ROWLETT ROAD FROM BROADWAY BOULEVARD TO MEADOWSIDE DRIVE A "TYPE B" ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY'S MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH CITY OF GARLAND, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Garland, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments "A" and "B", incorporated herein by reference ("Project").

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, on or about \_\_\_\_\_, 20\_\_\_\_, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for certain duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project, consisting of concrete street repairs on Rowlett Road from Broadway Boulevard to Meadowside Drive, all on public roadway situated in the City as more fully described on Attachment "A";

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

**Witnesseth**

**Article I.**

**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**

**Incorporated Documents**

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

1. Master Interlocal Agreement authorized by County Commissioners Court Order. \_\_\_\_\_-\_\_\_\_\_, dated \_\_\_\_\_ \_\_, 20\_\_\_, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment “A”), and
3. Map/Diagram of the Proposed Work Site (Attachment “B”).

### **Article III**

#### **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

### **Article IV**

#### **Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified “Type B” public roadway within the City of Garland, Texas. The Project shall consist of concrete street repairs on Rowlett Road from Broadway Boulevard to Meadows Drive in enumerated blocks of designated public streets, in the City of Garland, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

### **Article V.**

#### **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon each party’s ability to fund each and every funding obligation contained herein from funds currently available to them as required by Chapter 791, Texas Government Code. City shall have no right of action or claim against the County as regards any funding obligations of the Project.

### **Article VI**

#### **Agreements**

#### **I. City’s Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g)

receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.

2. City shall be responsible for all maintenance on or about the Project site.

## II. County Responsibilities and Rights:

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.
3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

## III. Funding:

County and City mutually agree that the initial and anticipated Project Cost is \$187,800, as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursement, of \$93,900, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project Cost. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and

necessary delays occur, City agrees that shall not place the County in default of this Agreement.

**Article VII**  
**Miscellaneous:**

- I. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- III. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Commissioner Theresa Daniel  
Road & Bridge District # 1  
411 Elm Street, 2<sup>nd</sup> Floor  
Dallas, Texas 75202

and

Alberta Blair, Director  
Dallas County Public Works  
411 Elm Street, Suite 400  
Dallas, Texas 75202

**CITY:**

Steve Oliver, P.E.  
Director of Streets  
P.O. Box 469002  
Garland, TX 75046-9002

- IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

- VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- VIII. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- IX. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- X. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by Resolution of the governing body of the City of Lancaster.

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GARLAND:

COUNTY OF DALLAS:

\_\_\_\_\_  
WILLIAM E. DOLLAR  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
DALLAS COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:  
CRAIG WATKINS  
DISTRICT ATTORNEY

\_\_\_\_\_  
LISA PALOMBA  
CITY SECRETARY

TERESA GUERRA SNELSON

CHIEF, CIVIL DIVISION

---

ASSISTANT DISTRICT ATTORNEY

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

ATTACHMENT "A"

Initial Projected Project Cost

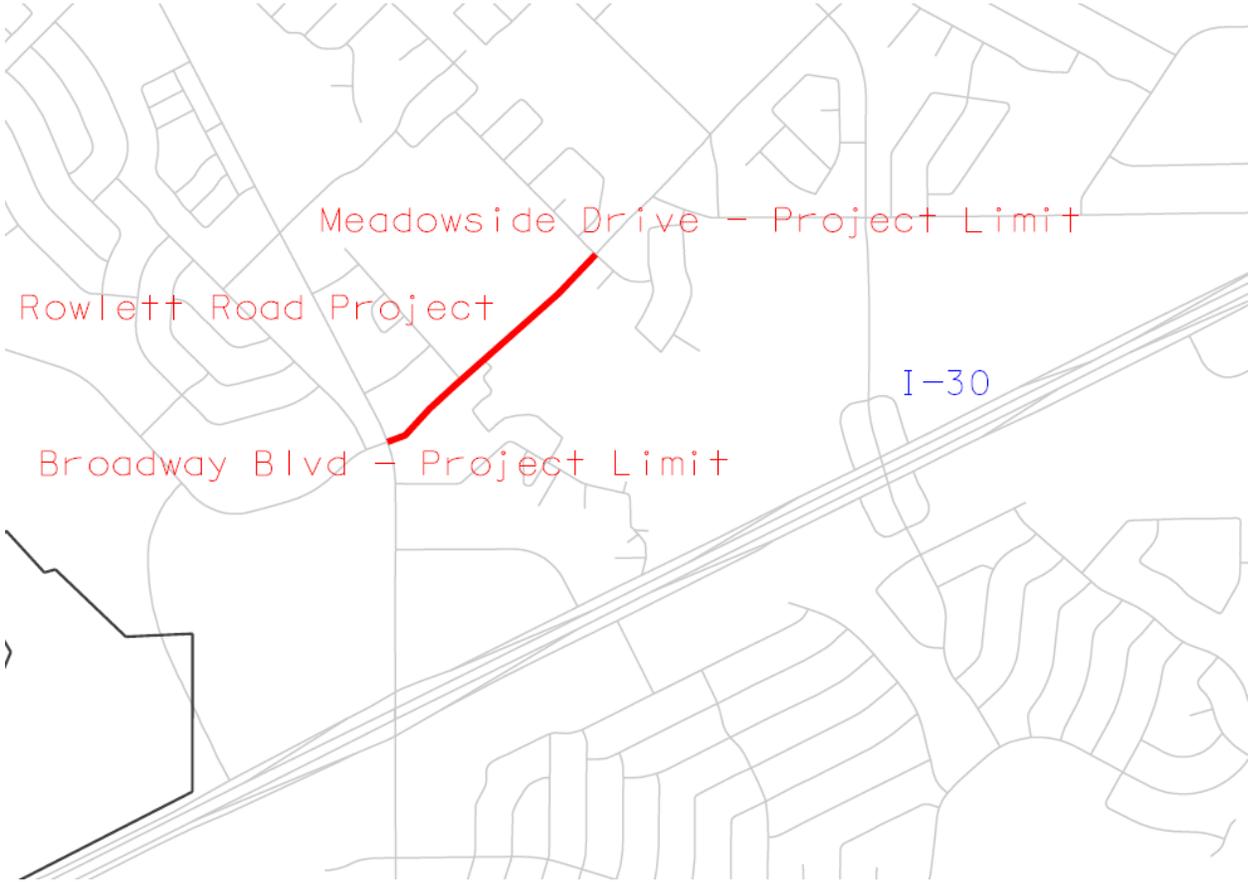
| <b>Description</b>         | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Cost</b> |
|----------------------------|-----------------|-------------------|-------------------|
| 10" Paving                 | 2418.70 s.y.    | \$63              | \$152,378.10      |
| Butt Joint                 | 3181 ft.        | \$4.50            | \$14,314.50       |
| 6" Curb                    | 1837 ft.        | \$1.00            | \$1,837.00        |
| Demo sawing                | 3181 ft.        | \$0.75            | \$2,385.75        |
| New Sawing                 | 3781 ft.        | \$0.75            | \$2,835.75        |
| Unclassified<br>Excavation | 128.99 c.y.     | \$30              | \$3,869.70        |
| Inlet Throat               | 4 ea.           | \$2400            | \$9,600.00        |
| ADA Ramp                   | 1 ea.           | \$600             | \$600.00          |

|       |              |
|-------|--------------|
| Total | \$187,820.80 |
|-------|--------------|

**Rounded Project Cost Total - \$187,800**

ATTACHMENT "B"

Map/Diagram of the Proposed Work Site



**PROJECT SPECIFIC AGREEMENT**  
**RE: ROWLETT ROAD FROM MEADOWSIDE DRIVE TO ROAN ROAD**  
**A “TYPE B” ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY’S**  
**MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH**  
**CITY OF GARLAND, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Garland, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments “A” and “B”, incorporated herein by reference (“Project”).

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, on or about \_\_\_\_\_, 20\_\_\_\_, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide partial funding for certain duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project, consisting of concrete street repairs on Rowlett Road from Meadowside Drive to Roan Road, all on public roadway situated in the City as more fully described on Attachment “A”;

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

**Witnesseth**

**Article I.**

**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**

**Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number,

Project Specific Agreement

Rev. 11/2012 by Dallas County District Attorney Civil Section

the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment “A”), and
3. Map/Diagram of the Proposed Work Site (Attachment “B”).

### **Article III**

#### **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

### **Article IV**

#### **Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified “Type B” public roadway within the City of Garland, Texas. The Project shall consist of concrete street repairs on Rowlett Road from Meadowside Drive to Roan Road in enumerated blocks of designated public streets, in the City of Garland, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

### **Article V.**

#### **Fiscal Funding**

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

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the

Project Specific Agreement

2

lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **Article VI** **Agreements**

### **I. City's Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.
2. City shall be responsible for all maintenance on or about the Project site.

### **II. County Responsibilities and Rights:**

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.
3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

### **III. Funding:**

County and City mutually agree that the initial and anticipated Project Cost is Five Hundred

Sixty One Thousand Five Hundred Dollars and no cents (\$561,500.00), as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursement, of Two Hundred Eighty Thousand Seven Hundred Fifty Dollars and no cents (\$280,750), which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project Cost. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and necessary delays occur, City agrees that shall not place the County in default of this Agreement.

**Article VII**  
**Miscellaneous:**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- I. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- III. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via

e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Commissioner Mike Cantrell  
Road & Bridge District # 2  
1701 N. Collins, Ste. 1000  
Richardson, Texas 75080

and

Alberta Blair, Director  
Dallas County Public Works  
411 Elm Street, Suite 400  
Dallas, Texas 75202

**CITY:**

Steve Oliver, P.E.  
Director of Streets  
P.O. Box 469002  
Garland, TX 75046-9002

- IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- VIII. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- IX. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- X. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by Resolution of the governing body of the City of Lancaster.

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF GARLAND:

COUNTY OF DALLAS:

\_\_\_\_\_  
WILLIAM E. DOLLAR  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
DALLAS COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:  
CRAIG WATKINS  
DISTRICT ATTORNEY

\_\_\_\_\_  
LISA PALOMBA  
CITY SECRETARY

TERESA GUERRA SNELSON  
CHIEF, CIVIL DIVISION

\_\_\_\_\_  
SHERRI TURNER  
ASSISTANT DISTRICT ATTORNEY

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

ATTACHMENT "A"

Initial Projected Project Cost

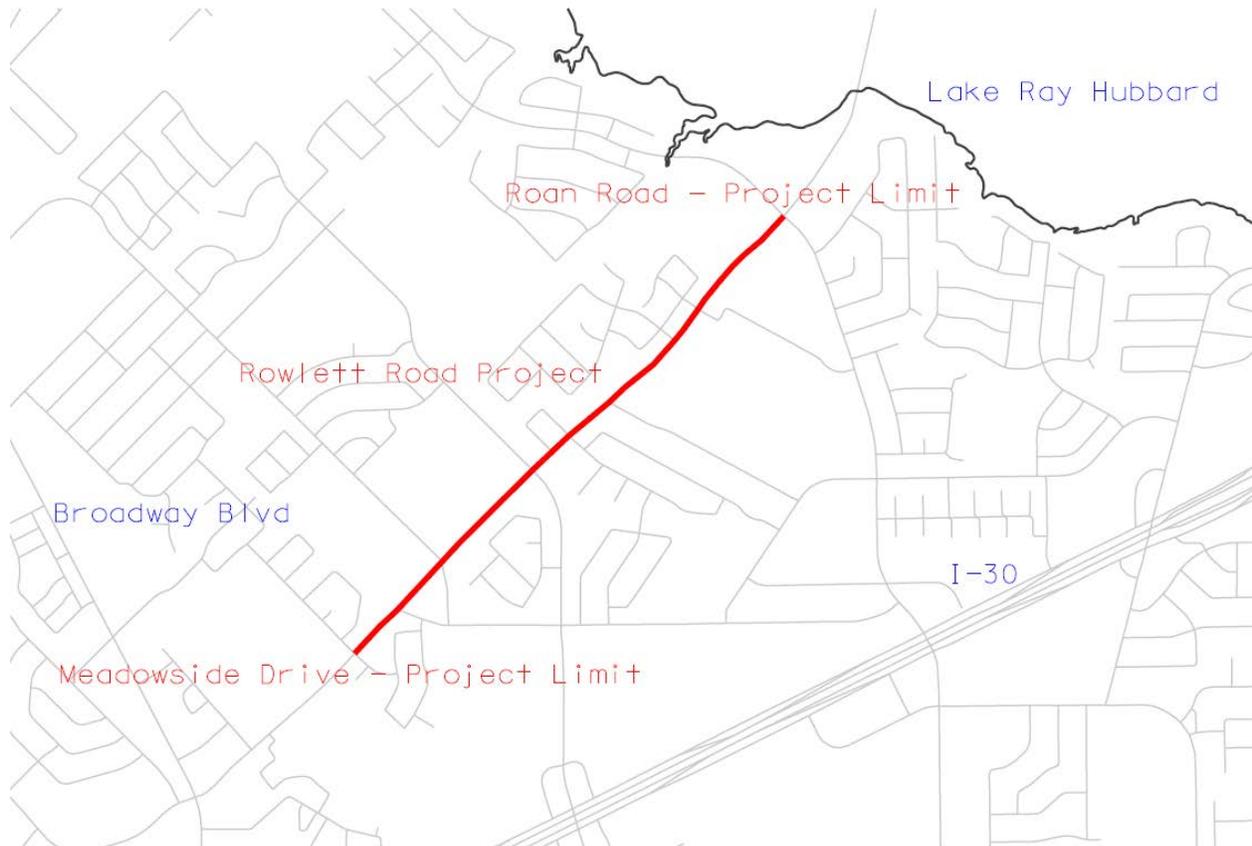
| <b>Description</b>         | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Cost</b> |
|----------------------------|-----------------|-------------------|-------------------|
| 10" Paving                 | 8112.94 s.y.    | \$63              | \$511,115.50      |
| 10" Quickset paving        | 272.14 s.y.     | \$50              | \$13,607.22       |
| 6" Curb                    | 5656 ft.        | \$1.00            | \$5,656.00        |
| Demo sawing                | 9739 ft.        | \$0.75            | \$7,304.25        |
| New Sawing                 | 12,318 ft.      | \$0.75            | \$9,238.50        |
| Unclassified<br>Excavation | 432.69 c.y.     | \$30              | \$12,980.71       |
| Inlet Throat               | 2 ea.           | \$800             | \$1600.00         |

|       |              |
|-------|--------------|
| Total | \$561,502.18 |
|-------|--------------|

**Rounded Project Cost Total - \$561,500**

ATTACHMENT "B"

Map/Diagram of the Proposed Work Site





# City Council Item Summary Sheet

**Work Session**

Date: October 20, 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

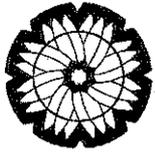
The September 30, 2014 Portfolio Summary is presented to inform the Council. Staff will be available to discuss the report with Council.

**Submitted By:**

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

**Approved By:**

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



**City of Garland Portfolio  
Texas Compliance Summary  
Sorted by Investment Class  
October 1, 2013 - September 30, 2014**

# GARLAND

| Investment Class  |                            | Par Value      | Market Value   | Book Value     | Accrued Interest |
|-------------------|----------------------------|----------------|----------------|----------------|------------------|
| > 1 Yr Fair Value | Value beginning 10/01/2013 | 330,115,000.00 | 328,719,995.94 | 330,044,823.33 | 426,148.09       |
|                   | Net Change                 | -42,150,000.00 | -41,412,068.67 | -42,083,788.68 | -32,307.58       |
|                   | Value ending 09/30/2014    | 287,965,000.00 | 287,307,927.27 | 287,961,034.65 | 393,840.51       |
| < 1 Yr Amort Cost | Value beginning 10/01/2013 | 70,599,106.98  | 70,599,106.98  | 70,599,106.98  | 90,355.41        |
|                   | Net Change                 | 62,142,092.02  | 62,145,335.49  | 62,144,676.49  | 4,111.65         |
|                   | Value ending 09/30/2014    | 132,741,199.00 | 132,744,442.47 | 132,743,783.47 | 94,467.06        |
| Total             | Value beginning 10/01/2013 | 400,714,106.98 | 399,319,102.92 | 400,643,930.31 | 516,503.50       |
|                   | Net Change                 | 19,992,092.02  | 20,733,266.82  | 20,060,887.81  | -28,195.93       |
|                   | Value ending 09/30/2014    | 420,706,199.00 | 420,052,369.74 | 420,704,818.12 | 488,307.57       |

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.

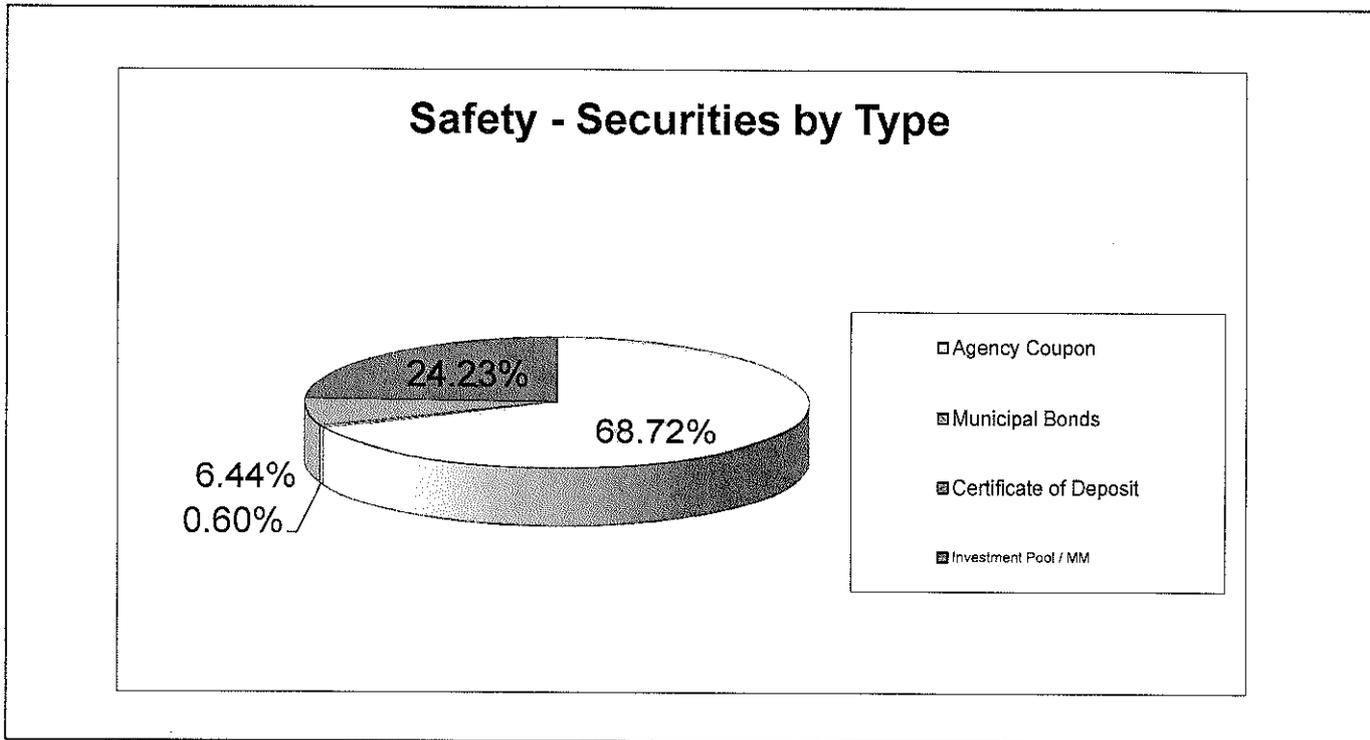
Investment & Debt  
Director

Managing Director  
Financial Services

Accounting Administrator

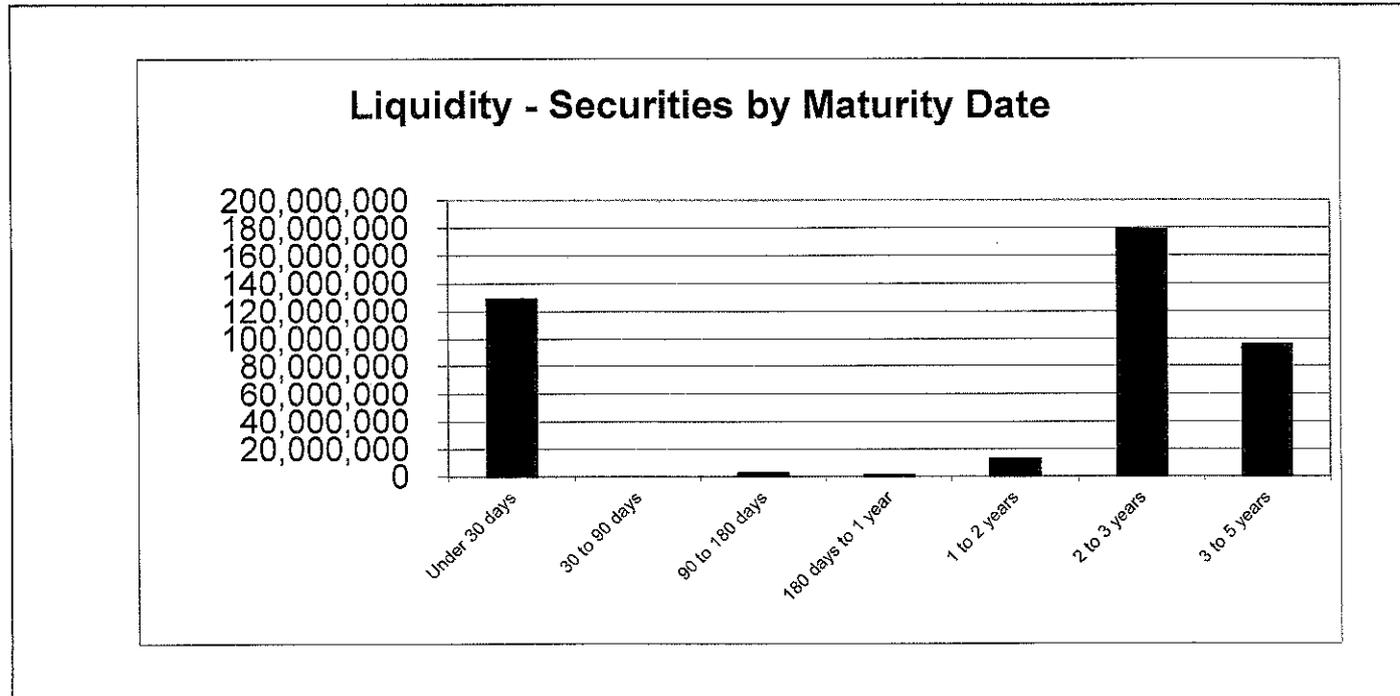
**Safety - Securities by Type**  
**City of Garland, Texas**  
**September 30, 2014**

| <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          | 126,480,008        | 999,672             | 154,835,717            | 6,799,282           | 289,114,679             | 68.72%         |
| Municipal Bonds        | 0                  | 0                   | 2,541,940              | 0                   | 2,541,940               | 0.60%          |
| Certificate of Deposit | 22,069,655         | 5,022,564           | 0                      | 0                   | 27,092,219              | 6.44%          |
| Investment Pool / MM   | 80,126,937         | 1,756,915           | 18,945,721             | 1,126,406           | 101,955,979             | 24.23%         |
| <b>Total</b>           | <b>228,676,600</b> | <b>7,779,151</b>    | <b>176,323,378</b>     | <b>7,925,688</b>    | <b>420,704,817</b>      | <b>100.00%</b> |



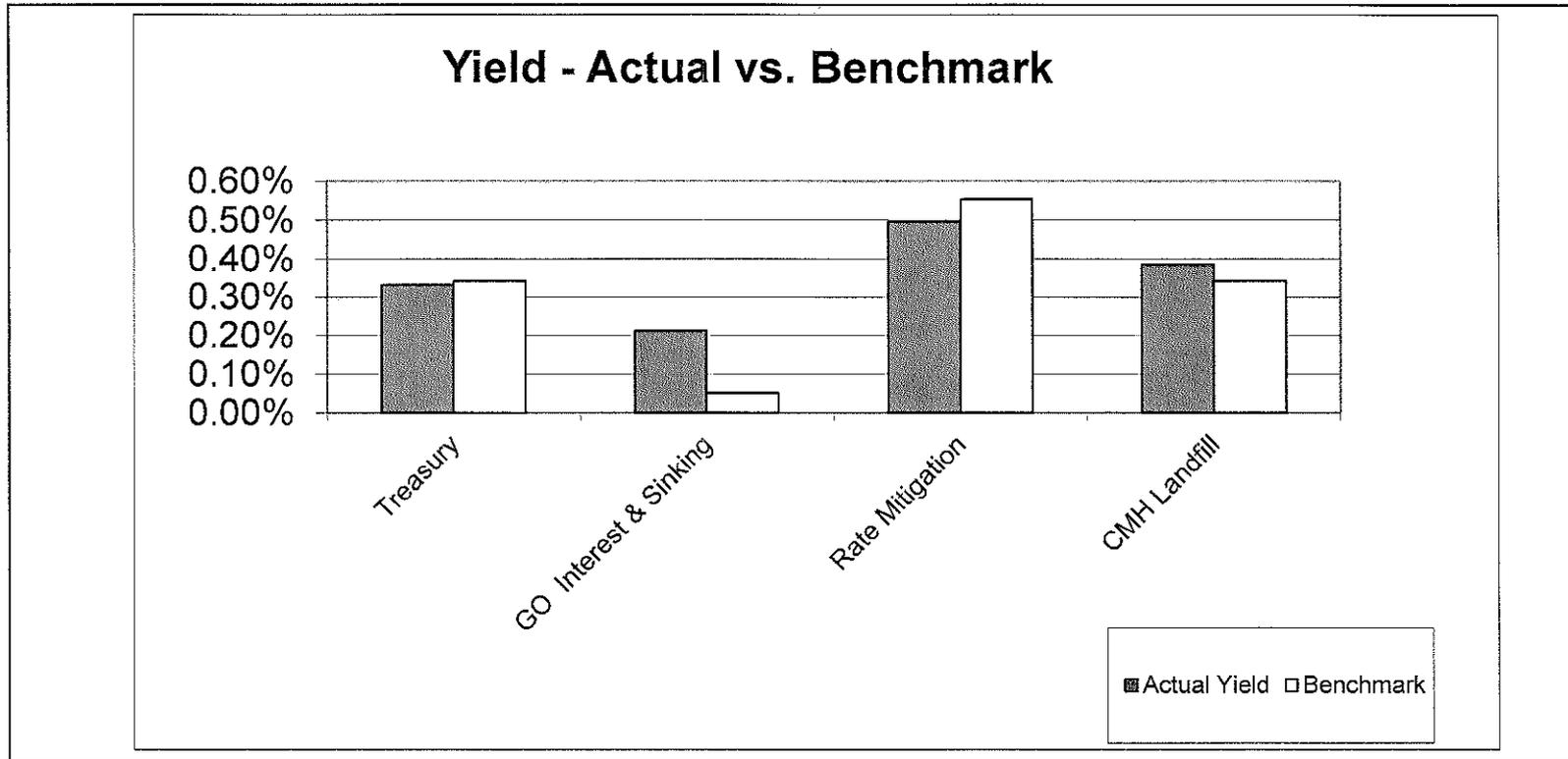
**Liquidity - Securities by Maturity Date**  
**City of Garland, Texas**  
**September 30, 2014**

|                                | <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                  | 102,196,592        | 6,779,479           | 18,945,721             | 1,126,406           | 129,048,198            | 30.67%         |
| 30 to 90 days                  | 0                  | 0                   | 0                      | 0                   | 0                      | 0.00%          |
| 90 to 180 days                 | 0                  | 0                   | 2,693,000              | 0                   | 2,693,000              | 0.64%          |
| 180 days to 1 year             | 0                  | 1,000,000           | 0                      | 0                   | 1,000,000              | 0.24%          |
| 1 to 2 years                   | 6,000,000          | 0                   | 6,000,000              | 1,000,000           | 13,000,000             | 3.09%          |
| 2 to 3 years                   | 73,910,000         | 0                   | 99,155,000             | 5,800,000           | 178,865,000            | 42.52%         |
| 3 to 5 years                   | 46,600,000         | 0                   | 49,500,000             | 0                   | 96,100,000             | 22.84%         |
|                                | <u>228,706,592</u> | <u>7,779,479</u>    | <u>176,293,721</u>     | <u>7,926,406</u>    | <u>420,706,198</u>     | <u>100.00%</u> |
| Weighted Average Maturity Days | 376                | 18                  | 582                    | 445                 |                        |                |



**Yield - Interest Income  
City of Garland, Texas  
September 30, 2014**

| <u>Portfolio</u>                         | <u>Interest<br/>Income<br/>Fiscal YTD</u> | <u>Current<br/>Yield</u> | <u>Benchmark<br/>Yield</u> | <u>Unrealized<br/>Gain<br/>(Loss)</u> |
|--|---|--------------------------|----------------------------|---------------------------------------|
| Treasury                                 | \$724,614                                 | 0.331%                   | 0.342%                     | (\$241,931)                           |
| GO Interest & Sinking<br>Rate Mitigation | \$18,892                                  | 0.212%                   | 0.051%                     | \$251                                 |
| CMH Landfill                             | \$814,937                                 | 0.496%                   | 0.554%                     | (\$409,999)                           |
| CMH Landfill                             | \$34,051                                  | 0.386%                   | 0.342%                     | (\$769)                               |
| <b>Total Portfolios</b>                  | <b>\$1,592,494</b>                        |                          |                            | <b>(\$652,448)</b>                    |





# GARLAND

## City of Garland Portfolio Texas Compliance Details Sorted by Investment Class September 30, 2014

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 Yr Fair Value</b> |              |      |                               |                 |              |               |            |              |              |             |              |              |
| 3130A2YX8                                     | 2099         | 100  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 09/16/2015    |            | 0.190        | 99.999       | 09/30/2014  | 2,999,970.00 | 3,000,000.00 |
| 3130A2YX8                                     | 2100         | 214  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 09/16/2015    |            | 0.190        | 99.999       | 09/30/2014  | 1,999,980.00 | 2,000,000.00 |
| 3134G3L24                                     | 1996         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 09/25/2015    |            | 0.500        | 100.281      | 09/30/2014  | 3,008,433.00 | 3,000,304.23 |
| 3130A2XA9                                     | 2094         | 214  | Federal Home Loan Bank        | FAC             | 1,000,000.00 | 09/29/2015    |            | 0.190        | 99.956       | 09/30/2014  | 999,562.00   | 1,000,000.00 |
| 3130A2XA9                                     | 2095         | 635  | Federal Home Loan Bank        | FAC             | 1,000,000.00 | 09/29/2015    |            | 0.190        | 99.956       | 09/30/2014  | 999,562.00   | 1,000,000.00 |
| 3130A2XA9                                     | 2096         | 214  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 09/29/2015    |            | 0.190        | 99.956       | 09/30/2014  | 2,998,686.00 | 2,999,324.51 |
| 3130A32V5                                     | 2097         | 100  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 10/13/2015    |            | 0.210        | 99.990       | 09/30/2014  | 1,999,816.00 | 2,000,000.00 |
| 3130A32V5                                     | 2098         | 214  | Federal Home Loan Bank        | FAC             | 1,000,000.00 | 10/13/2015    |            | 0.210        | 99.990       | 09/30/2014  | 999,908.00   | 1,000,000.00 |
| 3133ECL93                                     | 1962         | 100  | Federal Farm Credit Bank      | FAC             | 1,200,000.00 | 10/15/2015    |            | 0.320        | 100.001      | 09/30/2014  | 1,200,015.60 | 1,199,682.67 |
| 3133ECL93                                     | 1963         | 214  | Federal Farm Credit Bank      | FAC             | 4,000,000.00 | 10/15/2015    |            | 0.320        | 100.001      | 09/30/2014  | 4,000,052.00 | 3,998,942.22 |
| 3133ECL93                                     | 1964         | 635  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 10/15/2015    |            | 0.320        | 100.001      | 09/30/2014  | 2,000,026.00 | 1,999,471.11 |
| 313382ZN6                                     | 1976         | 100  | Federal Home Loan Bank        | FAC             | 3,710,000.00 | 11/20/2015    |            | 0.300        | 99.901       | 09/30/2014  | 3,706,349.36 | 3,709,747.10 |
| 313382ZN6                                     | 1977         | 214  | Federal Home Loan Bank        | FAC             | 4,000,000.00 | 11/20/2015    |            | 0.300        | 99.901       | 09/30/2014  | 3,996,064.00 | 3,999,727.33 |
| 3133EC6V1                                     | 1906         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 12/17/2015    |            | 0.390        | 99.934       | 09/30/2014  | 2,998,020.00 | 2,999,394.44 |
| 3133EC6V1                                     | 1907         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 12/17/2015    |            | 0.390        | 99.934       | 09/30/2014  | 1,998,680.00 | 1,999,596.30 |
| 3133EDH54                                     | 2101         | 100  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 12/17/2015    |            | 0.300        | 99.986       | 09/30/2014  | 1,999,738.00 | 2,000,398.17 |
| 3133EDH54                                     | 2102         | 214  | Federal Farm Credit Bank      | FAC             | 1,000,000.00 | 12/17/2015    |            | 0.300        | 99.986       | 09/30/2014  | 999,869.00   | 1,000,199.09 |
| 3133ECAJ3                                     | 1916         | 214  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 12/18/2015    |            | 0.400        | 99.905       | 09/30/2014  | 2,997,171.00 | 2,998,471.32 |
| 3133EDQW5                                     | 2088         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 01/21/2016    |            | 0.290        | 99.702       | 09/30/2014  | 2,991,087.00 | 3,000,000.00 |
| 3133EDQW5                                     | 2089         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 01/21/2016    |            | 0.290        | 99.702       | 09/30/2014  | 1,994,058.00 | 2,000,000.00 |
| 3133EDMD1                                     | 2070         | 100  | Federal Farm Credit Bank      | FAC             | 4,000,000.00 | 02/26/2016    |            | 0.300        | 99.505       | 09/30/2014  | 3,990,200.00 | 3,999,677.83 |
| 3133EDMD1                                     | 2071         | 214  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 02/26/2016    |            | 0.300        | 99.505       | 09/30/2014  | 2,985,150.00 | 2,999,758.37 |
| 2838212H8                                     | 2020         | 214  | MUNI BONDS                    | MUN             | 1,000,000.00 | 03/01/2016    | 03/01/2015 | 5.250        | 102.019      | 09/30/2014  | 1,020,190.00 | 1,036,436.36 |
| 3133EDNY4                                     | 2082         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 03/23/2016    |            | 0.440        | 99.487       | 09/30/2014  | 2,984,616.00 | 3,000,000.00 |
| 3133EDNY4                                     | 2083         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 03/23/2016    |            | 0.440        | 99.487       | 09/30/2014  | 1,989,744.00 | 2,000,000.00 |
| 3133ECKZ6                                     | 1956         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 04/11/2016    |            | 0.430        | 99.424       | 09/30/2014  | 2,982,729.00 | 2,998,243.06 |
| 3133ECKZ6                                     | 1957         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 04/11/2016    |            | 0.430        | 99.424       | 09/30/2014  | 1,988,486.00 | 1,998,828.70 |
| 3133ECLA0                                     | 1966         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 04/12/2016    |            | 0.410        | 99.489       | 09/30/2014  | 2,984,691.00 | 2,999,225.40 |
| 3133ECLA0                                     | 1967         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 04/12/2016    |            | 0.410        | 99.489       | 09/30/2014  | 1,989,794.00 | 1,999,483.60 |
| 3135G0VZ3                                     | 1954         | 100  | Fed National Mort Assoc       | FAC             | 3,000,000.00 | 04/18/2016    |            | 0.550        | 100.009      | 09/30/2014  | 3,000,270.00 | 2,999,535.83 |
| 3135G0VZ3                                     | 1955         | 214  | Fed National Mort Assoc       | FAC             | 2,000,000.00 | 04/18/2016    |            | 0.550        | 100.009      | 09/30/2014  | 2,000,180.00 | 1,999,690.56 |
| 3133ECM76                                     | 1958         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 04/22/2016    |            | 0.400        | 99.455       | 09/30/2014  | 2,983,659.00 | 2,998,441.67 |

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Run Date: 10/13/2014 - 10:38

Portfolio CITY  
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CM (PRF\_CM) 7.1.1  
Report Ver. 7.3.3b

City of Garland Portfolio  
Texas Compliance Details  
September 30, 2014

| 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 Yr Fair Value</b> |              |      |                               |                 |              |               |            |              |              |             |              |              |
| 3133ECM76                                     | 1959         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 04/22/2016    |            | 0.400        | 99.455       | 09/30/2014  | 1,989,106.00 | 1,998,961.11 |
| 3133ECME1                                     | 1973         | 100  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 04/25/2016    |            | 0.400        | 99.396       | 09/30/2014  | 1,987,924.00 | 1,999,947.39 |
| 3133ECME1                                     | 1974         | 214  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 04/25/2016    |            | 0.400        | 99.396       | 09/30/2014  | 2,981,886.00 | 2,999,605.41 |
| 3135G0WK5                                     | 1984         | 100  | Fed National Mort Assoc       | FAC             | 3,000,000.00 | 04/25/2016    |            | 0.500        | 99.942       | 09/30/2014  | 2,998,275.00 | 2,997,666.21 |
| 3135G0WK5                                     | 1985         | 214  | Fed National Mort Assoc       | FAC             | 2,000,000.00 | 04/25/2016    |            | 0.500        | 99.942       | 09/30/2014  | 1,998,850.00 | 1,998,444.14 |
| 3133EDK84                                     | 2041         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 04/25/2016    |            | 0.390        | 99.393       | 09/30/2014  | 2,981,817.00 | 2,998,754.50 |
| 3133EDK84                                     | 2042         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 04/25/2016    |            | 0.390        | 99.393       | 09/30/2014  | 1,987,878.00 | 1,999,169.67 |
| 3130A1R26                                     | 2043         | 214  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 05/13/2016    |            | 0.500        | 99.847       | 09/30/2014  | 2,995,419.00 | 2,999,757.50 |
| 3130A1R26                                     | 2044         | 214  | Federal Home Loan Bank        | FAC             | 4,000,000.00 | 05/13/2016    |            | 0.500        | 99.847       | 09/30/2014  | 3,993,892.00 | 4,000,000.00 |
| 3133ECQ49                                     | 1978         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 05/23/2016    |            | 0.440        | 99.525       | 09/30/2014  | 2,985,765.00 | 2,998,684.44 |
| 3133ECQ49                                     | 1979         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 05/23/2016    |            | 0.440        | 99.525       | 09/30/2014  | 1,990,510.00 | 1,999,122.96 |
| 3133ECQ31                                     | 1980         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 05/23/2016    |            | 0.430        | 99.379       | 09/30/2014  | 2,981,397.00 | 2,998,026.67 |
| 3133ECQ31                                     | 1981         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 05/23/2016    |            | 0.430        | 99.379       | 09/30/2014  | 1,987,598.00 | 1,998,684.44 |
| 3133EDM66                                     | 2066         | 214  | Federal Farm Credit Bank      | FAC             | 4,000,000.00 | 05/27/2016    |            | 0.390        | 99.511       | 09/30/2014  | 3,980,440.00 | 3,999,006.67 |
| 3133EDM66                                     | 2067         | 214  | Federal Farm Credit Bank      | FAC             | 4,000,000.00 | 05/27/2016    |            | 0.390        | 99.511       | 09/30/2014  | 3,980,440.00 | 3,999,006.67 |
| 3134G46A1                                     | 1982         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 06/06/2016    |            | 0.500        | 99.692       | 09/30/2014  | 2,990,766.00 | 2,999,983.19 |
| 3134G46A1                                     | 1983         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 06/06/2016    |            | 0.500        | 99.692       | 09/30/2014  | 1,993,844.00 | 1,999,988.80 |
| 3130A23M6                                     | 2073         | 100  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 06/17/2016    |            | 0.450        | 99.817       | 09/30/2014  | 2,994,516.00 | 3,000,000.00 |
| 3130A23M6                                     | 2074         | 214  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 06/17/2016    |            | 0.450        | 99.817       | 09/30/2014  | 1,996,344.00 | 2,000,000.00 |
| 3134G46W3                                     | 2037         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 06/20/2016    |            | 0.570        | 99.935       | 09/30/2014  | 1,998,710.00 | 1,998,617.62 |
| 3135G0SR5                                     | 1912         | 635  | Fed National Mort Assoc       | FAC             | 3,800,000.00 | 06/27/2016    |            | 0.560        | 99.971       | 09/30/2014  | 3,798,924.60 | 3,799,811.21 |
| 3134G5AV7                                     | 2086         | 100  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 06/30/2016    | 06/30/2015 | 0.500        | 99.661       | 09/30/2014  | 1,993,238.00 | 1,999,563.19 |
| 3134G4SH2                                     | 2006         | 100  | Federal Home Loan Mort. Corp. | FAC             | 4,000,000.00 | 07/07/2016    |            | 0.600        | 99.827       | 09/30/2014  | 3,993,100.00 | 3,999,434.67 |
| 313382M75                                     | 1965         | 214  | Federal Home Loan Bank        | FAC             | 2,155,000.00 | 07/15/2016    |            | 0.550        | 99.774       | 09/30/2014  | 2,150,134.01 | 2,155,000.00 |
| 313381VK8                                     | 1934         | 214  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 07/29/2016    |            | 0.575        | 99.881       | 09/30/2014  | 2,996,439.00 | 2,997,256.16 |
| 3134G5DU6                                     | 2092         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 07/29/2016    | 10/29/2014 | 0.625        | 99.707       | 09/30/2014  | 2,991,234.00 | 3,000,000.00 |
| 3134G5DU6                                     | 2093         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 07/29/2016    | 10/29/2014 | 0.625        | 99.707       | 09/30/2014  | 1,994,156.00 | 2,000,000.00 |
| 882723FH7                                     | 2014         | 214  | STATE OF TEXAS BONDS          | MUN             | 1,500,000.00 | 08/01/2016    |            | 0.802        | 99.972       | 09/30/2014  | 1,499,580.00 | 1,505,503.65 |
| 3133EDMB5                                     | 2065         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 08/23/2016    |            | 0.500        | 99.748       | 09/30/2014  | 1,994,962.00 | 2,000,000.00 |
| 3133EC3F9                                     | 1903         | 214  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 08/26/2016    |            | 0.550        | 99.597       | 09/30/2014  | 2,987,937.00 | 2,998,778.60 |
| 3135G0YE7                                     | 2054         | 214  | Fed National Mort Assoc       | FAC             | 5,000,000.00 | 08/26/2016    |            | 0.625        | 100.054      | 09/30/2014  | 5,002,725.00 | 5,011,803.20 |
| 3134G56B6                                     | 2068         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 08/26/2016    | 11/26/2014 | 0.580        | 99.515       | 09/30/2014  | 2,985,474.00 | 3,000,000.00 |
| 3134G56B6                                     | 2069         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 08/26/2016    | 11/26/2014 | 0.580        | 99.515       | 09/30/2014  | 1,990,316.00 | 2,000,000.00 |
| 3133EDG30                                     | 2029         | 214  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 09/06/2016    |            | 0.530        | 99.739       | 09/30/2014  | 2,992,197.00 | 2,998,841.67 |
| 3130A2DK9                                     | 2079         | 100  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 09/12/2016    |            | 0.590        | 100.025      | 09/30/2014  | 2,000,508.00 | 1,999,757.98 |
| 3130A2DK9                                     | 2080         | 214  | Federal Home Loan Bank        | FAC             | 4,000,000.00 | 09/12/2016    |            | 0.590        | 100.025      | 09/30/2014  | 4,001,016.00 | 3,999,515.96 |

City of Garland Portfolio  
Texas Compliance Details  
September 30, 2014

| 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 Yr Fair Value</b> |              |      |                               |                 |              |               |            |              |              |             |              |              |
| 3133EDNF5                                     | 2077         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 09/16/2016    |            | 0.550        | 99.783       | 09/30/2014  | 2,993,499.00 | 2,999,477.78 |
| 3133EDNF5                                     | 2078         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 09/16/2016    |            | 0.550        | 99.783       | 09/30/2014  | 1,995,666.00 | 1,999,651.85 |
| 3133ECAQ7                                     | 1914         | 214  | Federal Farm Credit Bank      | FAC             | 2,500,000.00 | 09/19/2016    |            | 0.540        | 99.688       | 09/30/2014  | 2,492,212.50 | 2,498,361.11 |
| 3133EDHK1                                     | 2034         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 09/20/2016    |            | 0.630        | 99.844       | 09/30/2014  | 2,995,341.00 | 2,995,268.08 |
| 3133EDHK1                                     | 2035         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 09/20/2016    |            | 0.630        | 99.844       | 09/30/2014  | 1,996,894.00 | 1,996,845.38 |
| 3130A1ET1                                     | 2039         | 214  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 09/20/2016    | 03/20/2015 | 0.600        | 100.092      | 09/30/2014  | 2,001,842.00 | 1,996,820.63 |
| 3134G4XW3                                     | 2032         | 214  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 09/26/2016    |            | 0.600        | 99.670       | 09/30/2014  | 2,990,112.00 | 3,000,000.00 |
| 3130A2CS3                                     | 2081         | 100  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 09/26/2016    |            | 0.570        | 99.853       | 09/30/2014  | 1,997,074.00 | 1,998,058.02 |
| 3134G5AN5                                     | 2084         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 09/30/2016    | 12/31/2014 | 0.650        | 99.728       | 09/30/2014  | 2,991,846.00 | 2,998,934.81 |
| 3134G5AN5                                     | 2085         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 09/30/2016    | 12/31/2014 | 0.650        | 99.728       | 09/30/2014  | 1,994,564.00 | 1,999,289.88 |
| 313382HZ9                                     | 1948         | 214  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 10/03/2016    |            | 0.640        | 99.956       | 09/30/2014  | 1,999,130.00 | 2,000,000.00 |
| 3130A2HW9                                     | 2087         | 214  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 10/07/2016    | 10/07/2014 | 0.660        | 99.873       | 09/30/2014  | 2,996,190.00 | 2,999,865.56 |
| 3133EDR87                                     | 2090         | 100  | Federal Farm Credit Bank      | FAC             | 3,000,000.00 | 10/24/2016    | 10/24/2014 | 0.680        | 99.949       | 09/30/2014  | 2,998,470.00 | 2,999,367.07 |
| 3133EDR87                                     | 2091         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 10/24/2016    | 10/24/2014 | 0.680        | 99.949       | 09/30/2014  | 1,998,980.00 | 1,999,578.05 |
| 3133ECNT7                                     | 1969         | 214  | Federal Farm Credit Bank      | FAC             | 2,000,000.00 | 11/07/2016    |            | 0.540        | 99.416       | 09/30/2014  | 1,988,330.00 | 2,000,000.00 |
| 3135G0WY5                                     | 1970         | 214  | Fed National Mort Assoc       | FAC             | 2,000,000.00 | 11/14/2016    |            | 0.550        | 99.533       | 09/30/2014  | 1,990,678.00 | 1,999,878.89 |
| 3134G53Q6                                     | 2051         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 11/21/2016    |            | 0.800        | 99.850       | 09/30/2014  | 1,997,002.00 | 2,000,000.00 |
| 3130A1Y36                                     | 2055         | 214  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 11/22/2016    |            | 0.700        | 99.939       | 09/30/2014  | 2,998,197.00 | 3,000,000.00 |
| 313381BG9                                     | 1928         | 214  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 11/28/2016    |            | 0.625        | 99.798       | 09/30/2014  | 2,993,943.00 | 2,999,141.65 |
| 3134G55E1                                     | 2056         | 100  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 11/28/2016    | 11/28/2014 | 0.725        | 99.944       | 09/30/2014  | 1,998,896.00 | 2,000,000.00 |
| 3134G55E1                                     | 2057         | 214  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 11/28/2016    | 11/28/2014 | 0.725        | 99.944       | 09/30/2014  | 2,998,344.00 | 3,000,000.00 |
| 3134G55E1                                     | 2060         | 214  | Federal Home Loan Mort. Corp. | FAC             | 5,000,000.00 | 11/28/2016    | 11/28/2014 | 0.725        | 99.944       | 09/30/2014  | 4,997,240.00 | 5,000,000.00 |
| 3134G3Z37                                     | 1902         | 214  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 12/05/2016    |            | 0.625        | 99.546       | 09/30/2014  | 2,986,404.00 | 2,998,366.67 |
| 3130A25F9                                     | 2075         | 100  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 12/05/2016    | 12/05/2014 | 0.670        | 99.766       | 09/30/2014  | 1,995,334.00 | 1,999,564.44 |
| 3134G55T8                                     | 2072         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 12/12/2016    | 12/12/2014 | 0.700        | 99.802       | 09/30/2014  | 1,996,040.00 | 2,000,000.00 |
| 3130A1CZ9                                     | 2031         | 100  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 12/27/2016    | 03/27/2015 | 0.750        | 100.221      | 09/30/2014  | 2,004,432.00 | 1,999,983.72 |
| 3130A0C65                                     | 2047         | 100  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 12/28/2016    |            | 0.625        | 99.773       | 09/30/2014  | 2,993,211.00 | 2,994,745.70 |
| 3130A0C65                                     | 2048         | 214  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 12/28/2016    |            | 0.625        | 99.773       | 09/30/2014  | 1,995,474.00 | 1,996,497.13 |
| 3130A1U30                                     | 2049         | 100  | Federal Home Loan Bank        | FAC             | 3,000,000.00 | 01/30/2017    |            | 0.850        | 99.927       | 09/30/2014  | 2,997,822.00 | 3,000,000.00 |
| 3130A1U30                                     | 2050         | 214  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 01/30/2017    |            | 0.850        | 99.927       | 09/30/2014  | 1,998,548.00 | 2,000,000.00 |
| 3134G54B8                                     | 2052         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 02/15/2017    |            | 0.900        | 99.695       | 09/30/2014  | 2,990,853.00 | 3,000,000.00 |
| 3134G54B8                                     | 2053         | 214  | Federal Home Loan Mort. Corp. | FAC             | 2,000,000.00 | 02/15/2017    |            | 0.900        | 99.695       | 09/30/2014  | 1,993,902.00 | 2,000,000.00 |
| 3130A1ZL5                                     | 2063         | 100  | Federal Home Loan Bank        | FAC             | 5,000,000.00 | 02/22/2017    |            | 0.825        | 99.811       | 09/30/2014  | 4,980,590.00 | 5,000,000.00 |
| 3130A14E5                                     | 2027         | 100  | Federal Home Loan Bank        | FAC             | 2,600,000.00 | 02/28/2017    |            | 0.810        | 99.832       | 09/30/2014  | 2,595,650.20 | 2,600,000.00 |
| 3134G55G6                                     | 2058         | 100  | Federal Home Loan Mort. Corp. | FAC             | 3,000,000.00 | 02/28/2017    | 11/28/2014 | 0.850        | 99.949       | 09/30/2014  | 2,998,485.00 | 3,000,000.00 |
| 3130A1SE9                                     | 2045         | 100  | Federal Home Loan Bank        | FAC             | 2,000,000.00 | 05/19/2017    | 11/19/2014 | 1.000        | 99.755       | 09/30/2014  | 1,995,114.00 | 2,000,000.00 |

City of Garland Portfolio  
Texas Compliance Details  
September 30, 2014

| 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 Yr Fair Value</b> |              |      |                                |                 |                 |                       |           |              |              |             |                       |                       |
| 3133EDM33                                     | 2064         | 100  | Federal Farm Credit Bank       | FAC             | 2,000,000.00    | 05/22/2017            |           | 0.875        | 99.806       | 09/30/2014  | 1,996,138.00          | 1,998,696.78          |
| 3134G54Y8                                     | 2059         | 100  | Federal Home Loan Mort. Corp.  | FAC             | 4,000,000.00    | 05/26/2017            |           | 1.050        | 100.101      | 09/30/2014  | 4,004,044.00          | 3,999,468.46          |
| 3130A14F2                                     | 2026         | 100  | Federal Home Loan Bank         | FAC             | 2,000,000.00    | 08/28/2017            |           | 0.850        | 99.833       | 09/30/2014  | 1,996,670.00          | 2,000,000.00          |
| 3130A1DJ4                                     | 2033         | 100  | Federal Home Loan Bank         | FAC             | 3,000,000.00    | 09/27/2017            |           | 0.500        | 100.033      | 09/30/2014  | 3,001,002.00          | 2,999,974.38          |
| 3133EC2M5                                     | 1899         | 214  | Federal Farm Credit Bank       | FAC             | 2,000,000.00    | 11/13/2017            |           | 0.940        | 99.520       | 09/30/2014  | 1,990,416.00          | 2,000,000.00          |
| 313381ME2                                     | 1918         | 214  | Federal Home Loan Bank         | FAC             | 2,500,000.00    | 12/28/2017            |           | 0.600        | 97.772       | 09/30/2014  | 2,444,320.00          | 2,500,000.00          |
| 3134G34W7                                     | 1927         | 214  | Federal Home Loan Mort. Corp.  | FAC             | 2,000,000.00    | 01/30/2018            |           | 1.250        | 99.747       | 09/30/2014  | 1,994,956.00          | 2,009,925.06          |
|   |              |      |                                |                 | <b>Subtotal</b> | <b>287,965,000.00</b> |           |              |              |             | <b>287,307,927.27</b> | <b>287,961,034.65</b> |
| <b>Investment Class: &lt; 1 Yr Amort Cost</b> |              |      |                                |                 |                 |                       |           |              |              |             |                       |                       |
| SYSLANDFILL                                   | 1812         | 635  | TEXPOOL Investement Pool       | RRP             | 1,126,406.43    |                       |           | 0.032        | 100.000      | 09/30/2014  | 1,126,406.43          | 1,126,406.43          |
| SYSGOI&S                                      | 1814         | 111  | TEXPOOL Investement Pool       | RRP             | 1,756,915.38    |                       |           | 0.032        | 100.000      | 09/30/2014  | 1,756,915.38          | 1,756,915.38          |
| SYSRATE                                       | 1815         | 214  | TEXPOOL Investement Pool       | RRP             | 18,945,720.65   |                       |           | 0.032        | 100.000      | 09/30/2014  | 18,945,720.65         | 18,945,720.65         |
| SYSTXSTAR                                     | 1822         | 100  | TexStar                        | RRP             | 16,893,109.97   |                       |           | 0.035        | 100.000      | 09/30/2014  | 16,893,109.97         | 16,893,109.97         |
| SYSCOMPAPER                                   | 1823         | 601  | Fidelity Investments           | RRP             | 2,215,105.43    |                       |           | 0.010        | 100.000      | 09/30/2014  | 2,215,105.43          | 2,215,105.43          |
| SYSTREASURY                                   | 1825         | 100  | TEXPOOL Investement Pool       | RRP             | 61,018,721.76   |                       |           | 0.032        | 100.000      | 09/30/2014  | 61,018,721.76         | 61,018,721.76         |
| SYSFICA - CD                                  | 1944         | 100  | Federally Insured Cash Account | RRP             | 15,046,403.73   |                       |           | 0.180        | 100.000      | 09/30/2014  | 15,046,403.73         | 15,046,403.73         |
| SYSICSA                                       | 1945         | 111  | Insured Cash Shelter Account   | RRP             | 5,022,564.04    |                       |           | 0.300        | 100.000      | 09/30/2014  | 5,022,564.04          | 5,022,564.04          |
| SYS1991                                       | 1991         | 100  | Insured Cash Shelter Account   | RRP             | 7,023,251.61    |                       |           | 0.300        | 100.000      | 09/30/2014  | 7,023,251.61          | 7,023,251.61          |
| 3137EADA4                                     | 2008         | 214  | Federal Home Loan Mort. Corp.  | FAC             | 2,693,000.00    | 12/29/2014            |           | 0.625        | 100.123      | 09/30/2014  | 2,696,320.47          | 2,695,912.67          |
| 313396BZ5                                     | 2076         | 111  | Federal Home Loan Mortgage Cor | AFD             | 1,000,000.00    | 02/17/2015            |           | 0.085        | 99.992       | 09/30/2014  | 999,923.00            | 999,671.80            |
|   |              |      |                                |                 | <b>Subtotal</b> | <b>132,741,199.00</b> |           |              |              |             | <b>132,744,442.47</b> | <b>132,743,783.47</b> |
|   |              |      |                                |                 | <b>Total</b>    | <b>420,706,199.00</b> |           |              |              |             | <b>420,052,369.74</b> | <b>420,704,818.12</b> |



# City Council Item Summary Sheet

Work Session

Date: October 20, 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 September 30, 2014 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  
 September 30, 2014

|  |                  |                             |
|--|------------------|-----------------------------|
| Portfolio Book Value - October 1, 2013                 |                  | \$175,500,546               |
| Transfers (to) from GP&L Operating Fund                |                  | 0                           |
| Interest income:                                       |                  |                             |
| October 1 - December 31                                | \$208,431        |                             |
| January 1 - March 31                                   | 179,921          |                             |
| April 1- June 30                                       | 204,059          |                             |
| July 1- September 30                                   | 222,526          |                             |
| Total interest income recognized - fiscal year-to-date | <u>\$814,937</u> |                             |
| Adjustment for beginning and ending accruals           | <u>7,895</u>     |                             |
| Total interest income received - fiscal year-to-date   |                  | 822,832                     |
| Portfolio Book Value - September 30, 2014              |                  | <u><u>\$176,323,378</u></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 - September 30, 2014 |  | \$176,323,378               |
| Future interest income to be earned       |  | -29,657                     |
| Portfolio Par Value - September 30, 2014  |  | <u><u>\$176,293,721</u></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 - September 30, 2014   |  | \$176,323,378               |
| Unrealized gain (loss)                      |  | -409,999                    |
| Portfolio Market Value - September 30, 2014 |  | <u><u>\$175,913,379</u></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.



# City Council Item Summary Sheet

**Work Session**

Date: October 20, 2014

**Agenda Item**

## Economic Development Incentive – Massimo Motor Relocation

### Summary of Request/Problem

Massimo Motor Sports, LLC is based in Irving, Texas and offers some of the most sought after UTV's and ATV's in the industry. Massimo is evaluating a decision to relocate their headquarters from Irving to Garland and renovate the 280,000 square foot former Sears Fashion Center building. This building has been vacant over six years and needs a significant investment to renovate. The company is also considering relocating the automated robotic manufacturing operation from China to this facility in the future. With this renovation, Massimo Motor will invest \$2.9 million and bring \$3.8 million of new Business Personal Property to Garland.

As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide:

- General support for the project
- Chapter 380 Finance Grant – total of \$275,000 over 5 years; \$55,000 annually

### Recommendation/Action Requested and Justification

Council discussion and direction.

**Submitted By:**

**Approved By:**

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



# GARLAND ECONOMIC DEVELOPMENT STEERING COMMITTEE

Project Recommendation to the Garland City Council

September 25, 2014

## Massimo Motor Relocation Project

Founded in 2009, Massimo Motor Sports, LLC is based in Irving, TX and offers some of the most sought after UTV's and ATV's in the industry. Massimo is partners with hundreds of authorized dealers and some of the largest outdoor retail stores throughout the US, including Tractor Supply Co. and Sutherlands. Every authorized Massimo dealer has been handpicked to ensure each Massimo customer receives only the best, when it comes to customer service and support.

Massimo Motor is evaluating decision to relocate their Headquarter from Irving to Garland and renovate 280,000 sf former Sears Fashion Center building. This building is vacant over 6 years and need a significant investment to renovate. Massimo Motor is also considering the automated robotic manufacturing operation from China to this facility in the future. We believe that this will lead to a positive impact on growth in employment and tax base, and overall economic development of Garland.

With this renovation, Massimo Motor will invest over \$2.9 million to renovate and bring \$3.8 million on new BPP value to Garland. As part of GEDP's attraction program of encouraging quality development in the City of Garland, the GEDP's EDSC recommends to the Garland City Council the following:

- General support for the project
- Chapter 380 Finance Grant – total of \$275,000 over 5 years; \$55,000 annually

**Committee Member Attendees:** City Council Anita Goebel, City Council Scott LeMay, GISD President Rick Lambert, GISD Secretary Scott Luna, Chamber Chair Phil Elmore, Chamber Chair Elect Barry young, Chamber Board Chad Brumit and Chamber CEO Paul Mayer

\* Approved unanimously

# ECONOMIC IMPACT ANALYSIS

## Massimo Motor

| Massimo Motor   |                       |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
|---|-----------------------|-----------------------|-----------------|------------------|------------------|--------------------------|--------|--|--|--|--|--|--|--|--|----------------------------------|--|--|--|--|--|--|--|----------------------|------|--|--|--|--|--|--|-----------------|-----------|--|--|--|--|--|--|-----------------------|------|--|--|--|--|--|--|--------------------------------|------------------|--|--|--|--|--|--|
|   |                       |                       |                 |                  |                  |                          | Points |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>ECONOMIC IMPACTS:</b>  | <b>Full-time jobs</b> | <b>Annual Payroll</b> | <b>RE Value</b> | <b>BPP Value</b> | <b>Sales Tax</b> | <b>GP&amp;L (KWH/yr)</b> |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| former Sears building   |                       |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>phase I</b>  | 40                    | \$ 1,333,000          | \$ -            | \$ 609,970       | \$ -             |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>phase II</b>   | 60                    | \$ 2,000,000          | \$ -            | \$ 3,275,000     | \$ -             | 0                        |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>TOTAL</b>  | 100                   | \$ 3,333,000          |                 | \$ 3,884,970     |                  | 0                        |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>Total Points:</b>  | 10                    | 33                    |                 | 0                | 23               | 0                        | 66     |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 15%;"></th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td><b>City Property Tax Revenue</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>    Property Tax Revenue</td> <td style="text-align: right;">\$ -</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>    BPP Tax Revenue</td> <td style="text-align: right;">\$ 27,373</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>City Sales Tax</b></td> <td style="text-align: right;">\$ -</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr style="border-top: 2px solid black;"> <td><b>Total City Tax Revenues</b></td> <td style="text-align: right;"><b>\$ 27,373</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> |                       |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  | <b>City Property Tax Revenue</b> |  |  |  |  |  |  |  | Property Tax Revenue | \$ - |  |  |  |  |  |  | BPP Tax Revenue | \$ 27,373 |  |  |  |  |  |  | <b>City Sales Tax</b> | \$ - |  |  |  |  |  |  | <b>Total City Tax Revenues</b> | <b>\$ 27,373</b> |  |  |  |  |  |  |
|   |                       |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>City Property Tax Revenue</b>  |                       |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| Property Tax Revenue  | \$ -                  |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| BPP Tax Revenue   | \$ 27,373             |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>City Sales Tax</b>   | \$ -                  |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |
| <b>Total City Tax Revenues</b>  | <b>\$ 27,373</b>      |                       |                 |                  |                  |                          |        |  |  |  |  |  |  |  |  |                                  |  |  |  |  |  |  |  |                      |      |  |  |  |  |  |  |                 |           |  |  |  |  |  |  |                       |      |  |  |  |  |  |  |                                |                  |  |  |  |  |  |  |

asking price: \$25/sf (\$7.5 mil)  
incremental value unknown (after renovation)

\$2.3 million BPP Value plus \$6.5 million inventory - subject to Freeport 85%

power usage is unknown - will be automated robotic assembly operation

\*Minimum of 100 points generally required for tax abatement consideration

\* the company estimates to spend \$2.93 million on renovation



# City Council Item Summary Sheet

**Work Session**

Date: October 20, 2014

**Agenda Item**

## Economic Development Incentive – Ridge Development

### Summary of Request/Problem

Ridge Development specializes in industrial development and investment in state-of-the-art warehouse, distribution, and manufacturing facilities throughout the United States and Mexico. The company is evaluating a decision to develop two 200,000 square feet industrial buildings (Marquis Distribution Center) designed to accommodate both manufacturers and distribution type companies. This new industrial construction by Ridge Development has the potential to create \$16 million Real Estate value in Garland and a total of \$112,736 to the City annually.

As part of the Garland Economic Development Partnership's (GEDP) attraction program of encouraging quality development in the City of Garland, the GEDP's Economic Development Steering Committee recommends that Council provide:

- General support for the project
- Chapter 380 Finance Grant – total of \$370,000

### Recommendation/Action Requested and Justification

Council discussion and direction.

**Submitted By:**

**Approved By:**

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



# GARLAND ECONOMIC DEVELOPMENT STEERING COMMITTEE

Project Recommendation to the Garland City Council

September 25, 2014

## Marquis Distribution Center Project

Ridge Development is a joint venture between Transwestern Development Company, a diversified firm with an expertise in all commercial property types, and the principals from Ridge Property Trust. Ridge Development specializes in industrial development and investment in state-of-the-art warehouse, distribution and manufacturing facilities throughout the United States and Mexico. Based in Chicago, the venture serves North American clients from six US offices and one office in Monterrey, Mexico. The Transwestern Development and Ridge Development teams have developed, constructed and managed more than 138 million square feet of industrial and distribution space.

Ridge Development is evaluating decision to develop two 200,000 square feet industrial buildings (Marquis Distribution Center) designed to accommodate both manufacturers and distribution type companies. We believe that this new building will lead to a positive impact on growth in employment and tax base, and overall economic development of Garland.

With this new industrial construction, Ridge Development will create \$16 million Real Estate value in Garland. This will bring in a total of \$112,736 to the city annually. As part of GEDP's attraction program of encouraging quality development in the City of Garland, the GEDP's EDSC recommends to the Garland City Council the following:

- General support for the project
- Chapter 380 Finance Grant – total of \$370,000

**Committee Member Attendees:** City Council Anita Goebel, City Council Scott LeMay, GISD President Rick Lambert, GISD Secretary Scott Luna, Chamber Chair Phil Elmore, Chamber Chair Elect Barry young, Chamber Board Chad Brumit and Chamber CEO Paul Mayer

\* Approved unanimously

# ECONOMIC IMPACT ANALYSIS

## Marquis Distribution Center Project

| Marquis Distribution Center Project |                       |                       |                 |                  |                  |                          |            |
|-------------------------------------|-----------------------|-----------------------|-----------------|------------------|------------------|--------------------------|------------|
|                                     |                       |                       |                 |                  |                  |                          | Points     |
| <b>ECONOMIC IMPACTS:</b>            | <b>Full-time jobs</b> | <b>Annual Payroll</b> | <b>RE Value</b> | <b>BPP Value</b> | <b>Sales Tax</b> | <b>GP&amp;L (KWH/yr)</b> |            |
|                                     | 0                     | \$ -                  | \$ 16,000,000   | \$ -             | \$ -             | 0                        |            |
| <b>Total Points:</b>                | 0                     | 0                     | 150             | 0                | 0                | -                        | <b>150</b> |
| <b>City Property Tax Revenue</b>    |                       |                       |                 |                  |                  |                          |            |
| Property Tax Revenue                | \$ 112,736            |                       |                 |                  |                  |                          |            |
| BPP Tax Revenue                     | \$ -                  |                       |                 |                  |                  |                          |            |
| <b>City Sales Tax</b>               | <b>\$ -</b>           |                       |                 |                  |                  |                          |            |
| <b>Total City Tax Revenues</b>      | <b>\$ 112,736</b>     |                       |                 |                  |                  |                          |            |

\*Minimum of 100 points generally required for tax abatement consideration

|  |                  |
|--|------------------|
| <b>Staff recommendation: Chapter 380 Finance Grant</b> | <b>\$370,000</b> |
|--|------------------|



# City Council Item Summary Sheet

**Work Session**

Date: October 20, 2014

**Agenda Item**

## Communications with Council During Emergency Events

### Summary of Request/Problem

At the request of Council Members Stephen Stanley and Tim Campbell, staff will brief Council on the process for communicating with Council during emergency events involving severe weather, utility outages, street closures, high water, and other issues affecting the citizens 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: October 20, 2014

**Agenda Item**

## Right Turn on Red Review

### Summary of Request/Problem

At the request of Mayor Pro Tem Jim Cahill and Council Member Stephen Stanley, staff will brief Council on the Transportation Department's review of right turn on red at three locations. Due to concerns regarding speed and accidents, restrictions to right turn on red at the three signalized intersections of SH 78 with Firewheel Parkway, Town Center Boulevard, and the President George Bush Turnpike frontage road were reviewed by the Transportation Department.

### Recommendation/Action Requested and Justification

Council discussion.

**Submitted By:**

**Approved By:**

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



# City Council Item Summary Sheet

**Work Session**

Date: October 20, 2014  
October 21, 2014

**Agenda Item**

## Rescheduling of First Regular Council Meeting in November

### Summary of Request/Problem

The first regular Council meeting in November 2014 is on Tuesday, November 4, which is also the date of the statewide general election in Texas. At the request of Council Members Stephen Stanley and Lori Barnett Dodson, Council is requested to consider moving the date of the first regular meeting in November to Monday, November 3.

This item is scheduled for formal consideration at the October 21, 2014 Regular Meeting.

### Recommendation/Action Requested and Justification

Council discussion and direction.

**Submitted By:**

**Approved By:**

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



# City Council Item Summary Sheet

**Work Session**

Date: October 20, 2014

**Agenda Item**

## Administrative Services Committee Report

### Summary of Request/Problem

At the September 2 and 15, 2014 Work Sessions, Council considered revisions to City Council Policy OPNS-23, Council Committees, as recommended by the Administrative Services Committee. At the October 6, 2014 Regular Meeting, Council directed that the Administrative Services Committee consider additional revisions to the policy for further consideration by Council.

Mayor Pro Tem Jim Cahill, chair of the Administrative Services Committee, will provide a report on the Committee's revised recommendation for changes to City Council Policy OPNS-23, Council Committees. Council is requested to discuss the proposed revisions and provide direction. This item is scheduled for formal consideration at the October 21, 2014 Regular Meeting.

### Recommendation/Action Requested and Justification

Council discussion and direction.

**Submitted By:**

**Approved By:**

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

## OPNS-23

### 9. COUNCIL COMMITTEES

Due to the complexity and diversity of City government issues, a closer view of some issues is required by the Council. In order to provide a mechanism for continuous evaluation and discussion of these various issues beyond the limited time available at regularly scheduled work sessions, the Council desires to develop a policy regarding the set up and use of Council Committees.

Agenda items requested may be assigned to a committee by the Mayor, or by a Council Member, with the concurrence of at least one other Council Member, may be assigned to a committee by a majority of the Council consent of the Council.

The Council shall have the following standing committees, aligned with the management responsibilities assigned to City Staff by the City Manager:

- Administrative Services Committee
- Audit Committee
- Community Services Committee
- Development Services Committee
- Public Safety Committee

Each committee, after receiving an assignment from the Council, Mayor, will consider policy decisions and actions; study issues; evaluate options; and develop recommendations. The committees shall serve in an advisory capacity only, and no committee shall have any authority to make final decisions regarding the merits or resolution of any matter assigned to or considered by it.

- a. Standing Committee Responsibilities** - The standing committees identified below shall have the following general responsibilities:

#### Administrative Services Committee

Items that may typically be directed to the Administrative Services Committee include, but are not limited to:

- Additions/revisions to Council policies
- Review of local, state and national legislative changes
- Updates on internal procedural modifications
- Specific budget items

### Audit Committee

The Audit Committee shall assist the Council in fulfilling the Council's oversight responsibilities for the Internal Audit Department, reporting practices, internal control, and compliance with laws, regulations and ethics within the limits described in the City Charter. The Internal Audit Department shall have access to all information necessary to perform its functions under the City Charter (to the extent permitted by law), and shall operate independently of management and free of organizational impairments.

The Audit Committee will consist of seven members, three of which shall be City Council members appointed by the Mayor, and three of which shall be appointed by the City Manager. The Internal Auditor shall serve as a member and provide staff support to the committee. Only Council members may vote.

The Audit Committee shall meet at least quarterly, or more frequently as needed, and shall:

- Review and approve the Internal Audit Charter
- Approve the Internal Audit Department Annual Plan
- Receive and consider special written requests for audits from Council members and the City Manager
- Adjust the Annual Audit Plan as necessary to accommodate changes in the operating environment
- Review the results and performance of the Internal Audit Department on a quarterly and annual basis
- Review proposed Internal Audit budget in light of available resources
- Review summary of findings and recommendations of audit reports
- Review the annual external audit results and findings

### Community Services Committee

Items that may typically be directed to the Community Services Committee include, but are not limited to:

- Creating new or modifying existing codes and ordinances related to parks and recreation, public health and code compliance
- Reviewing grant program applications
- Considering incentive programs for neighborhood revitalization

## Development Services Committee

Items that may typically be directed to the Development Services Committee include, but are not limited to:

- Creation of new, or modification to existing codes and ordinances related to zoning, platting and building, engineering and transportation standards and requirements

## Public Safety Committee

Items that may typically be directed to the Public Safety Committee include, but are not limited to:

- Additions and revisions to Council policies as they relate to public safety
- Review of local, state and national legislative changes as they relate to or may affect public safety
- Updates on policy modifications relating to public safety

- b. Ad Hoc Committees** - Ad hoc committees ~~of the Council shall~~ may be created ~~by a majority of~~ by the Mayor or the Council, with the consent of the Council and its members appointed by the Mayor. ~~The Council shall be informed of the creation of, and appointments to any such committees.~~ ~~Ad hoc committees shall be appointed~~ for a specific purpose, project or issue. The committee and shall continue until the project is completed, at which time it will be dissolved, unless earlier dissolved by the ~~Mayor, or Council,~~ with the consent of the Council. To the extent not inconsistent with the nature of Ad hoc committees, Ad hoc committees shall comply with the rules applicable to standing committees.
- c. Committee Recommendation and Council Consideration** - Each committee shall prepare reports and make recommendations to the City Council at a Work Session regarding every matter assigned or considered.
- d. Composition of Committees** - Each committee shall be composed of three members of the City Council. The Mayor shall serve as an ex officio member on each committee with the right to discuss any matter that is under consideration, but shall have no vote nor serve as chair at the committee level. Any Council member may attend any committee meeting, but only appointed members may participate in deliberations and voting. Testimony from someone not on the committee shall be permitted at the pleasure of the chair.

- e. **Appointments and Vacancies** - ~~After the annual Council election, Council Committee Interest Forms (see sample attached) shall be completed by each Council Member. Following that, Appointments to committees will be recommended~~ made by the Mayor as soon as practicable, ~~after the annual Council election. with the consent of the Council. A Council Committee Interest Form may be used (see sample attached). Final committee nominees shall be approved by a majority of Tthe Council will be notified of committee appointments.~~ The Mayor shall make new appointments as needed to fill vacancies in order to assure continuity on the committees.
- f. **Term** - The term of office of any member of a standing committee shall begin upon appointment by the Mayor and ~~approval of notice to the City~~ consent of the Council. The term shall continue until a replacement is appointed or until a committee member no longer holds a position on the City Council.
- g. **Chair** - The Chair of each committee shall be selected by the Mayor.
- hi. **Convening meetings** - The committee chair shall have the responsibility for convening the committee as necessary.
- ij. **Minutes** - Committees shall keep minutes of their meetings. Minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the chair and filed with the City Secretary and promptly posted on the City's website.
- jk. **Agenda Postings** - Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act. ~~and a~~Any such notices shall be posted in a manner that contemplates the attendance of a quorum of the City Council. ~~and participation in, agenda items by a quorum of the City Council.~~
- kl. **Recommendation Regarding Continuation of Committees** - The Mayor shall annually review the activity of existing committees to identify inactive committees and provide a report to the Council recommending which committees should be continued and which dissolved.

## OPNS-23

### **9. COUNCIL COMMITTEES**

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