



## **AGENDA**

**CITY COUNCIL WORK SESSION  
City of Garland  
Duckworth Building, Goldie Locke Room  
217 North Fifth Street  
Garland, Texas  
November 30, 2015  
6:00 p.m.**

### **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Written Briefings:**

**a. Environmental Waste Recyclable Materials Agreement** **Banks**

*At the December 1, 2014 Work Session, the Council was briefed on the need to execute a new agreement for the processing of recyclable materials. EWS has been using CWD for the transport, processing, and marketing of the City's recyclable materials since January 1, 2015.*

**b. Sale of Property 504 and 508 Kaiser Street** **Woodard**

*Council is requested to consider the sale of two vacant lots from City inventory located at 504 and 508 Kaiser Street in the City of Garland to Lyon Construction Company for \$25,000.00.*

Item	Key Person
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**2. Verbal Briefing(s):**

**a. Texas Department of Transportation (TXDOT)** **Stanley/ B. J. Williams**

*At the request of Council Member Stephen Stanley and Mayor Pro Tem B. J. Williams the Texas Department of Transportation will provide an update on the Major Investment Studies for SH 190 Extension from IH 30 to IH 20 and of IH 30 from Downtown Dallas into Rockwall County.*

**b. Dallas Central Appraisal District (DCAD) Suburban Representative Appointment** **Worsham**

*Council is requested to consider appointment of nominees to the DCAD Board of Directors for a two-year term beginning on January 1 of even-numbered years. Each suburban city within the district shall elect by majority vote the fourth member of the DCAD Board. The list of nominees are:*

- Loren Byers*
- Blake Clemens*
- Steven Gorwood*
- Michael Hurtt*

**c. Neighborhood Vitality Grant** **Bollinger**

*Council is requested to approve the proposed guidelines for the Neighborhood Vitality Matching Grant program.*

**d. Revised Council Policies**

**Neighbor**

*Council is requested to consider the Revised Council Policies with the exclusion of the Financial (FIN-04) Policy which is still under review.*

**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**

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**EXECUTIVE SESSION  
AGENDA**

- 1. 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.**
  - a) A commercial project proposed to be located in north Garland, near the general vicinity of West Campbell Road and State Highway 190**
  - b) A commercial project to be located in north Garland, near the general vicinity of Holford Road and State Highway 190**
  - c) A commercial project proposed to be located in southwest Garland, near the general vicinity of Jupiter Road and Miller Park Drive**

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.
    - a) A parcel of real property located in central Garland, near the general vicinity of State Highway 66 and Centerville Road
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6. Adjourn

Council



Meeting: Work Session

Date: November 30, 2015

# Policy Report

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## RECYCLABLES PROCESSING AND MARKETING AGREEMENT

### ISSUE

At the December 1, 2014 Work Session , City Council authorized staff to initiate the development of a Recyclables Processing and Marketing Agreement with Community Waste Disposal LP (CWD) for commodities recovered from the City's Residential/Commercial Recycling Programs , Drop Off Recycling Center , and Workplace Recycling Program . Environmental Waste Services (EWS) has been operating under an informal agreement with CWD for related recycling services since January 1, 2015. After a lengthy negotiation period, the final Agreement is ready for review and consideration by Council .

### OPTIONS

1. Approve a resolution authorizing the City Manager to execute a Transport, Processing and Marketing of Recyclables Materials Agreement with Community Waste Disposal, LP.
2. Take no action.

### RECOMMENDATION

Staff recommends Option 1. Unless otherwise directed, a resolution is included on the December 1, 2015 Regular City Council Meeting Agenda that authorizes the City Manager to execute a Transport, Processing and Marketing Agreement with Community Waste Disposal, LP.

### COUNCIL GOAL

Financially Stable Government with Tax Base that Supports Community Needs  
Consistent Delivery of Reliable City Services

### BACKGROUND

The City of Garland entered into a Recyclables Processing and Marketing Agreement in May 2012 with Republic Services for the transporting, processing and marketing of materials collected from the City's residential/commercial recycling programs, Drop-Off Recycling Center, and City Workplace Recycling Program. The term of this Agreement was for a one (1) year period with the option for up to four (4) one year periods. The

## RECYCLABLES PROCESSING AND MARKETING AGREEMENT

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agreement was renewed in May 2013. Upon request for a second renewal option in May 2014, Republic Services would not extend the renewal option unless the City accepted proposed changes to this Agreement. The proposed changes were not financially advantageous to the City of Garland. However to avoid the disruption in the processing of recyclables materials, and extension to the Agreement was reached with Republic Services under their proposed terms and conditions until December 31, 2014.

Staff solicited Request for Proposals (RFP) from processors to service the City recycling programs. Three proposals were received: Community Waste Disposal, LP; Waste Management; and Republic Services. An evaluation team comprised of EWS staff, Senior Budget Analyst, Purchasing Department Procurement Representative and Burns & McDonnell consulting firm Senior Project Manager. The team recommended entering into a Recyclables Processing and Marketing Agreement with CWD based on best value evaluation criteria and a financial comparison of proposal

This item was presented to City Council at the December 1, 2014 Work Session. Council authorized staff to initiate the development of an agreement with CWD. EWS has been operating under an informal agreement with CWD for the transport, processing and marketing of recyclables materials since January 1, 2015. After a lengthy negotiation period, the final Agreement is attached for review and consideration by Council.

### **ATTACHMENT**

Attachment A: Transport Processing and Marketing of Recyclable Materials Agreement

Submitted By:

Lonnie R. Banks  
Managing Director  
Environmental Waste Services

Date: November 24, 2015

Approved By:

Bryan L. Bradford  
City Manager

Date: November 24, 2015

**TRANSPORT, PROCESSING, AND MARKETING OF RECYCLABLE MATERIALS AGREEMENT**  
**BETWEEN CITY OF GARLAND AND COMMUNITY WASTE DISPOSAL, LP**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the City of Garland, Texas a home-rule municipality duly incorporated and existing under the constitution and laws of the State of Texas (hereinafter the "City"), and Community Waste Disposal, LP (hereinafter called the "Contractor").

**WITNESSETH:**

**WHEREAS**, City issued Request for Proposal No. #4659-14 for the Sale of Recyclable Materials, seeking proposals for the transport, processing, and marketing of program recyclable materials collected and managed by City Environmental Waste Services Department ("EWS") within the City and to perform such work as may be incidental thereto, which Request for Proposal is attached hereto as Exhibit "A" and incorporated herein in its entirety by reference for all purposes (the "RFP"); and

**WHEREAS**, Contractor timely submitted a proposal to provide services in response to the RFP, which is attached hereto as Exhibit "B" and incorporated herein in its entirety by reference for all purposes (the "Proposal"); and

**WHEREAS**, City has selected Contractor to provide the transport, processing, and marketing of program recyclable materials as sought in the RFP.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

**Section 1. Definitions.**

- (a) **Agreement Administrator** means the City Environmental Waste Services Director, or his or her designee or designees, or such other person(s) designated by the City, which shall represent City in the administration and supervision of the Agreement.
- (b) **Applicable Law** means all Federal, State, and local constitutions, statutes, laws, ordinances, regulations, rules, orders, judgments, decrees, permits, approvals, or other binding authority of any governmental agency in force on the Effective Date or is enacted, adopted, promulgated, issued or amended during the Agreement term, including the initial term or any optional renewal term, that relates to or affects the City, the Contractor, or the performance by a Party of its obligations hereunder.
- (c) **City** means the City of Garland, Texas.
- (d) **Collect** means the act of removing recyclable materials from the generator for transport to the Drop-Off Recycling Center.
- (e) **Compactor Receiver Box** means a recyclable materials storage container that is detachable from a Stationary Compactor, and capable of being hauled when full of

- materials, emptied, returned to service location, and then reattached to the Stationary Compactor when empty.
- (f) **Contamination** means material or substance on or contained in Program Recyclable Materials other than recyclable materials accepted at the processing facility.
  - (g) **Contractor** means Community Waste Disposal, LP.
  - (h) **Contractor's Representative** means the employee designated by the Contractor as in charge of Contractor's operations and who is authorized to make decisions and act on Contractor's behalf as to the Contract.
  - (i) **Dispose** or **Disposal** means the deposit of any material at a disposal site authorized by the State of Texas to manage such waste and shall meet all local, State, and federal requirements.
  - (j) **Drop-Off Recycling Center** means the City operated facility located at 1426 Commerce Street, Garland, Texas, where Program Recyclable Materials are temporarily stored after delivery by its patrons or EWS.
  - (k) **Effective Date** means the date Contractor is to begin providing services required by this Agreement. Performance of services by Contractor under this Agreement shall begin on the 1st day of January, 2015.
  - (l) **Load** means the process by which materials are placed inside Contractor's equipment and prepared for transport to the Recycling Processing Facility.
  - (m) **Marketing** means identification and development of end markets for Recovered Materials and the selling of Recovered Materials to end markets.
  - (n) **Party** means the Contractor or City.
  - (o) **Process, Processed or Processing** means the recovery of recyclable materials from solid waste and treatment into Recovered Materials and marketing to end markets.
  - (p) **Program Recyclable Materials** means Single Stream collection of metal cans (aluminum, steel, and bi-metal); plastics #1 - #7 (except #6); glass bottles and jars; newspaper, inserts and magazines, catalogs, telephone books, paperback books, paper bags, mail, advertising circulars, chipboard, cardboard; office and school paper, paperboard, carrier stick, cartons, bagged shredded paper.
  - (q) **Recovered Materials** means Recyclable Materials which have been Processed to market specifications.
  - (r) **Recyclable Materials** means material that has been recovered or diverted from the nonhazardous waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, Recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.
  - (s) **Recycling Processing Facility** means the facility owned and operated by Contractor where recyclable materials are processed into Recovered Materials, located at 2010 California Crossing, Dallas, Texas.
  - (t) **Recyclable Revenue Share** means the portion of revenues from the sale of Recyclable Materials that is payable to the City.

- (u) **Residual Materials** means material accepted at Recycling Processing Facility that is not captured by the processing equipment for marketing.
- (v) **Single Stream** means Recyclable Materials that are commingled and that do not require the generator to subdivide the Recyclable Materials prior to collection.
- (w) **Stationary Compactor** means a manufactured commercial container of any size with a self-contained compacting mechanism.
- (x) **Transport** means but is not limited to the loading, unloading, and movement of recyclable materials under this Agreement.
- (y) **Ton** shall mean a unit of weight equal to 2,000 pounds.

**Section 2. Scope of Contractor Services.** During the Term of this Agreement the Contractor shall, utilize labor and equipment provided by Contractor, necessary to (i) transport all Program Recyclable Materials with allowable quantities as specified herein of Contamination from the Drop-Off Recycling Center to the Recycling Processing Facility and (ii) process and market such Program Recyclable Materials.

- (a) **General Responsibilities.** The Contractor shall provide all technical and professional expertise, knowledge, management, equipment, and other resources required for accomplishing all aspects of the tasks and associate activities required under this Agreement.
- (b) **Title and Risk of Loss.** Title and risk of loss to all materials shall pass to Contractor at the time Contractor takes possession of the materials at the Drop-Off Recycling Center. After the risk of loss of Program Recyclable Materials passes to Contractor, if any such Program Recyclable Materials are lost, damaged, or scavenged, Contractor shall be liable to City for that sum of funds that would have been paid to City in accordance with the provisions of this Agreement if such materials had not been lost, damaged, or scavenged.
- (c) **Processing.** The Contractor shall utilize processing subsystems at the Recycling Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination.
- (d) **Marketing.** The Contractor accepts all responsibility for marketing the Recovered Materials including, but not limited to, arranging for the transportation of the Recovered Materials to market.
- (e) **Schedule of Operation.** Contractor shall provide the services contemplated under this Agreement on a daily basis Monday through Saturday during the Term of this Agreement; provided, however that Contractor shall not be obligated to provide service on any day the City does not provide collection service.
- (f) **Containers.** Contractor shall furnish the City at the Drop-Off Recycling Center a sufficient number of Compactor Receiver Boxes and Stationary Compactors necessary to accommodate the volume of Recyclable Materials collected at the Drop-Off Recycling Center prior to the Transport of the Recyclable Materials to the Recycling Processing Facility; provided, however, that Contractor shall never provide

fewer than two (2) 4 cubic yard Stationary Compactors and eight(8) 40 yard Compactor Receiver Boxes at any given time.

- (g) **Disposition of Contamination and Residual Materials.** Contractor shall be responsible for transporting and disposing of any Residual Materials and Contamination from the materials from the City at Contractor's sole expense to a certified/licensed landfill in accordance with Applicable Law.
- (h) **Disposition of Program Recyclable Materials Prohibited.** The Contractor shall not dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials except when approved in writing by the Agreement Administrator. Disposal of any Program Recyclable Materials or marketing Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials, except when approved in writing by the Agreement Administrator, is a breach of this Agreement and may result in termination by City of this Agreement with the Contractor.
- (i) **Truck Turn-Around Time.** Contractor's vehicles transporting materials from the Drop-Off Recycling Center shall be weighed on the City's scales prior to loading materials and after the vehicle has loaded its materials. Tare weights for vehicles can be used once established. Contractor's vehicle turn-around time may not exceed 15 minutes after the initial weigh-in, barring any unique circumstances beyond Contractor's control. Contractor's Recycling Processing Center shall be equipped and operated in a manner that City trucks delivering materials to the Recycling Processing Center can be unloaded and exit the facility no later than fifteen (15) minutes after the initial weigh-in of the truck, barring any unique circumstances beyond Contractor's control.
- (j) **Performance Standards and Permits.** Contractor represents and warrants that Contractor will fully and timely perform its obligations under this Agreement in a good and workmanlike manner in accordance with generally accepted industry standards and practices and in compliance with all Applicable Law. Contractor further agrees that if it believes that it cannot perform its obligations under this Agreement in a lawful manner or without risk of harm to human health, safety, or the environment beyond those risks inherent to providing the services contemplated by this Agreement, it will decline to perform such services and will notify the City in writing of such reasons. Contractor further warrants that Contractor has all necessary permits to perform the services under this Agreement. If requested by the City, Contractor shall provide City with copies or evidence of the federal, state, or local permits applicable to the services of Contractor.

**Section 3. City's Duties.** During the Term of this Agreement the City shall allow Contractor unobstructed access as necessary during normal business hours to the Drop-Off Recycling Center in order to load and transport Program Recyclable Materials from the Drop-Off Recycling Center to the Recycling Processing Facility to be processed and marketed by Contractor in accordance with this Agreement. If the equipment at the Drop-Off Recycling

Center is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify the City and afford the City employees at the Drop-Off Recycling Center a reasonable opportunity to provide the required access. The City is under no obligation regarding the quantity or composition of the Program Recyclable Materials and makes no guarantee to Contractor of any minimum or maximum tonnage of Program Recyclable Materials.

**Section 4. Term.** Unless earlier terminated pursuant to this Agreement or extended in accordance with this Section, the term of this Agreement shall commence on the Effective Date and shall remain in full force for a period of one (1) year from the Effective Date (the "Term"). The Term of this Agreement may be extended for up to four additional one year periods and shall, unless provided for in this Section or terminated pursuant to this Agreement, automatically renew under the same terms and conditions of the Agreement after the initial one (1) year Term or any extended period hereunder. Renewals of the Agreement will be automatic, provided however, if either the Contractor or City desires for the Agreement to terminate at the end of any scheduled Term, either party may give the other party one hundred and eighty (180) days written notice prior to the end of the current Term period expressing their desire to terminate the Agreement at the end of a scheduled Term and the Agreement will terminate at the end of that scheduled Term.

**Section 5. Agreement Documents.** The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

- A. This Agreement;
- B. The RFP attached hereto as Exhibit "A";
- C. The Proposal attached hereto as Exhibit "B"; and
- D. The Recycle Revenue Sharing Projection attached hereto as Exhibit "C".

This Agreement shall incorporate the terms of the RFP in its entirety, including but not limited to the Instructions to Processors, Processor Submission Information for City of Garland RFP – 3. Technical Requirements, and Question and Answers for Bid #4659-14. This Agreement shall incorporate the terms of the Proposal in its entirety. In the event of a conflict between this Agreement and the other documents included in the Agreement Documents, the terms of this Agreement shall govern. In the event of a conflict between the RFP and the Proposal, the terms of the RFP shall govern.

**Section 6. Compensation.**

- a. **Revenue Sharing as a Percentage of Total Revenues.** In consideration of the Recyclable Materials provided by the City to Contractor, Contractor shall pay the City sixty percent (60%) of the calculated total revenues derived from the sale of the Recyclable Materials. Contractor shall receive forty percent (40%) of such calculated

total revenues derived from the sale of the Recyclable Materials. The total revenue from the sale of Recyclable Materials shall be calculated as follows:

- i. All Recyclable Materials obtained from the City shall be weighed and measured in tons upon delivery to Contractor. This measure of tons is to be multiplied by the Commodity Component Mix index, described below, to determine the amount of each component Recyclable Material by commodity. The amount of each component Recyclable Material shall then be multiplied by the Standard Price, as defined below, for the corresponding component Recyclable Material in order to determine a revenue amount for each component. The revenue amounts for each component Recyclable Material shall then be added together to form the calculated total revenue from the sale of the Recyclable Materials. An example of this calculation can be found in the Recycle Revenue Sharing Projection which is attached as Exhibit "C".
  - ii. Commodity Component Mix. The Commodity Component Mix index is a categorization of the anticipated amount of each component recyclable Material by percentage of the total amount of Recyclable Materials collected. The Commodity Component Mix index shall be determined at the start of each contract period and shall be based on the most recent evaluation of Contractor's current component mix. The initial Commodity Component Mix shall be specified in the Recycle Revenue Sharing Annual Projection attached as Exhibit "C" and shall remain at a fixed rate for the initial Term of this Agreement, but may be recalculated for any new agreement or extension of this Agreement. In the event that Contractor desires to change the Commodity Component Mix, Contractor shall provide City written notice of the proposed new amounts at least one hundred and twenty (120) days prior to the end of the current annual Term period.
  - iii. Standard Price. The Standard Price shall be the current published per ton price of each component commodity. (1) With respect to fiber products (ONP, OCC, and Mixed Paper), the Standard Price shall be the price listed as the most recent Southwest high side index price for each component commodity as may from time to time be published by "US Recovered Paper Price Watch", and more commonly referred to as the "PPI". (2) With respect to all other Recyclable Materials, the Standard Price shall be the price listed as the most recent "Houston (Southcentral USA) Region" high side index price for each component commodity as may from time to time be published by "Secondary Materials Pricing.com". (3) The Standard Price may be adjusted monthly to conform the price to the most recently published prices listed in the published indexes. (4) In the event that one or both of these publications ceases to publish index prices for component commodities, both Parties shall meet as soon as practical and agree upon a suitable replacement index to provide reliable current market pricing for component commodities.
- b. **Service Fee.** Subject to the limitations provided in Subsection (d) below, the City shall pay Contractor a service fee of forty-eight dollars and thirty-two cents (\$48.32)

- per ton of materials delivered to or picked up by Contractor pursuant to this Agreement. For materials collected by Contractor from the Drop-Off Recycling Center, the service fee shall be based on the outgoing net weight of the loaded container as reported by the scale at the Drop-Off Recycling Center. The service fee may be adjusted annually at the beginning of any renewal Term based on changes in the Consumer Price Index for Urban Consumers (the "CPIU"), disposal fees, and fuel cost variations, provided, however, that the proposed increase shall never exceed four percent (4%) of the previous service fee. In the event that Contractor desires to change the service fee, Contractor shall provide City written notice of the proposed new amount at least one hundred and twenty (120) days prior to the end of the current annual Term period. City shall not make any payments to the Contractor or adjustments to fees except as explicitly authorized in this subsection.
- c. **Calculation of Payments.** Contractor shall compute the amount of any payment due the City pursuant to the recycle revenue sharing model provided within the Proposal, and said calculation shall be done on a monthly basis. Any payment due the City shall be computed by taking the City's share of the gross revenue received from the sale of Recyclables as provided for in Subsection (a) above, and reducing said amount by the amount of the total service fee charged to the City as provided for in Subsection (b) above. Any positive amount remaining is the payment due the City. Contractor shall not charge or receive any payments other than those explicitly authorized in the Agreement.
  - d. **Limitation on City's Payment.** In the event that the revenue due the City pursuant to the calculation provided in Subsection (c) above is a negative amount, such deficit amount shall be carried forward to the next month until offset by positive revenue, the Agreement is terminated, or the Term of the Agreement expires. In the event that the negative revenue is never offset by positive revenue owing to the City, the City shall not be obligated to pay Contractor for any such amount and the potential deficit shall be the sole liability of the Contractor.
  - e. **Processing of Payment or Invoice.** Contractor shall remit any payment due the City within thirty (30) days after the end of each month. The payment shall be accompanied by a report satisfactory to the City reflecting in detail how the payment was calculated. Contractor shall submit an invoice to the City along with the report requesting payment from the City for any amount which Contractor believes the City to be obligated.

**Section 7. Recordkeeping and Reporting Requirement.** Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports reasonably necessary to:

- a. Document deliveries by date, truck number, ticket number and inbound and outbound weights, and other information as requested by Agreement Administrator.
- b. Document daily and monthly total of Recyclable Materials processed by commodity type

- c. Document proof of current market pricing and other information as requested by Agreement Administrator.
- d. Document revenue from the sale of Recyclable Materials and City share of revenues by commodity by month and other information as requested by Agreement Administrator.
- e. Document Program Recyclable Materials Characterization Audit and other information as requested by Agreement Administrator.
- f. Document any hours Contractor failed to accept materials during required hours of operations.
- g. Such other documents and reports as City or Agreement Administrator may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements with the State.

All of Contractor's records shall be available to Agreement Administrator at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after the date the Contractor's final monthly report is received by the City.

Contractor shall maintain an electronic database for reporting purposes which is approved by the City. Monthly reports for the previous month's activities will be due to the City by the tenth (10<sup>th</sup>) working day of each month. Annual reports will be due sixty (60) working days following Contractor's completed fiscal year. Each monthly report shall be in a form satisfactory to the City and shall, at a minimum, contain the information in Section 7 (a) through (d) above.

#### **Section 8. Audits.**

- (a) **Audit by Contractor.** Upon request by the City, Contractor shall conduct an audit to demonstrate the Contamination rate of materials received at the Recycling Processing Facility. A representative of the City shall be notified in advance of when the audit is to be conducted and allowed to be present during the audit. Following each audit, the Contractor shall provide the City with a written report of the findings of the audit including the levels of Contamination. Contractor shall perform one audit per calendar year during the Term of the Agreement at no additional charge to the City; however, for any additional audit requested by the City, the City shall pay Contractor the amount of five hundred ninety-three dollars and forty-four cents (\$593.44), which amount Contractor shall invoice the City as provided for in Subsection 6 (e) above.
- (b) **Audit and Inspection by City.** Contractor shall keep true, complete, and accurate books and records in relation to the performance of its obligation under this Agreement. City shall have the right, upon reasonable notice and during business hours, to audit those books and records and inspect Contractor's equipment and facilities during the Term of this Agreement and extending five (5) years after the date the Contractor's final monthly report is received by the City. The City shall have the right to obtain copies of those books and records relevant to the audit at the expense of the City. If the City elects to inspect Contractor's equipment or facilities, Contractor shall provide the City access to any and all equipment and facilities

relating to the Agreement. City shall pay inspection costs incurred by third party inspectors retained by the City and costs of City staff. Contractor agrees to provide reasonable assistance to the City during any audit or inspection conducted under the Agreement, including answering questions and providing any requested records or information, within thirty (30) days of having received a written request. The cost of an audit pursuant to this section shall be borne by the City.

**Section 9. Insurance.** The Contractor shall procure and keep in full force and effect throughout the Term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

**Section 10. Indemnity.** Contractor agrees to indemnify, defend and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Contractor and expressly including those arising through strict liability, those arising under the constitutions of the United States and Texas, and those caused by the negligence or other fault of any indemnified party.

**Section 11. Applicable Law.** Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Applicable Law, specifically including those ordinances of the City concerning noise, odors, effluent, and emissions, whether now existing or in the future arising.

**Section 12. Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

**Section 13. Sovereign Immunity.** To the extent allowed by Applicable Law, the parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

**Section 14. Notice.** Any and all notices provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or delivering the same in person to such party via a hand delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery

of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes or notification, the addresses of the parties shall be as follows:

If to Contractor, to: Community Waste Disposal  
2010 California Crossing  
Dallas, Texas 75220

If to City, to: City of Garland  
Attn: City Manager  
200 N. Fifth Street  
Garland, Texas 75040

**Section 15. Non-Collusion.** Contractor represents and warrants that it has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under this Agreement) for any of the services performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under this Agreement.

**Section 16. Termination.** This Agreement shall terminate upon any one of the following:

- (i) The written agreement of the Parties.
- (ii) The expiration of the term(s) of this Agreement.

Upon occurrence of any of the following events in regard to Contractor, City may terminate this Agreement without liability to Contractor and pursue all of its legal, contractual, and equitable remedies for default by Contractor.

- (i) The filing of a voluntary petition for bankruptcy relief by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise disposed of to the City's satisfaction within thirty (30) days thereafter.
- (ii) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- (iii) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (iv) Committing an act of default of a provision of this Agreement.
- (v) Failing to timely and fully pay any or all impositions pursuant to this Agreement.
- (vi) As otherwise provided by this Agreement.

**Section 17. No Assignment.** Neither party shall have the right to assign that party's duties under the Agreement or claims arising out of the Agreement without the prior written consent of the other party.

**Section 18. Severability.** If any term or provision of this Agreement is or becomes or is deemed to be illegal, invalid or unenforceable under Applicable Law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 19. Waiver.** Either City or Contractor shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 20. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

**Section 21. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 22. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 23. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 24. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 25. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 26. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, course of dealings, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

**Section 27. Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

**Section 28. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the unsatisfied party, the unsatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**Section 29. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**Section 30. Force Majeure.** Except for any payment obligation by either party, if City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine and pestilence; and
- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this section, time is of the essence.

**Section 31. Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at \_\_\_\_\_, as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Garland, Texas**

By: \_\_\_\_\_  
City Manager

**Community Waste Disposal, LP**

By: \_\_\_\_\_  
General Partner

STATE OF TEXAS \*

COUNTY OF DALLAS \*

BEFORE ME, the undersigned authority on this day personally appeared \_\_\_\_\_ known to me to be the one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the CITY OF GARLAND, TEXAS and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS \*

COUNTY OF DALLAS \*

BEFORE ME, the undersigned authority on this day personally appeared \_\_\_\_\_ known to me to be the one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for COMMUNITY WASTE DISPOSAL, LP and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Community Waste Disposal City of Garland  
95 Gallon Carts  
Recycle Revenue Sharing Annual Projection  
Exhibit C

Total projected Tons Received by CWD (annual estimate)	5,777
Per Ton Processing & Transportation Fee (Note 1)	\$ 48.32
Total Processing and Transportation Fee	\$ 279,144.64

Commodity	Component %	Pricing Structure Note 2	Net Revenue \$ Per Ton	Total \$	Tons
ONP	26.95%	PPI - #8 Southwest Hi	\$ 65.00	\$ 101,205.07	1,556.90
OCC	16.68%	PPI Southwest Hi	\$ 90.00	\$ 86,746.32	963.60
Mixed Paper	6.91%	PPI Mixed Paper #1 Hi	\$ 55.00	\$ 21,942.36	399.19
Aluminum	0.86%	<b>Note 3</b> SMP - Region 8 Houston High	\$ 1,200.00	\$ 59,308.80	49.68
Steel/Tin	1.42%	SMP - Region 8 Houston High	\$ 80.00	\$ 6,539.60	82.03
PETE	3.50%	SMP - Region 8 Houston High	\$ 330.00	\$ 66,763.62	202.20
HDPE - Natural	1.03%	SMP - Region 8 Houston High	\$ 1,120.00	\$ 66,811.36	59.50
HDPE - Colored	1.41%	SMP - Region 8 Houston High	\$ 580.00	\$ 47,181.84	81.46
Mixed Plastic	0.00%		\$ -	\$ -	-
Mixed Glass	14.38%		\$ 5.00	\$ 4,154.29	830.73
Residue	26.86%		\$ (24.79)	\$ (38,470.51)	1,551.70
	100.00%		\$ 73.11	\$ 422,182.75	5,777.00

Total revenue from sale of commodity	\$ 422,182.75
<b>60%</b> City's share of net revenue	\$ 253,309.65
Less total processing fees	\$ (279,144.64)
Revenue Due the City	\$ (25,834.99)
	\$ (4.47)

Per Ton

- NOTE 1** Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases
- NOTE 2** Pricing as of 9-1-2014
- NOTE 3** SMP = Secondary Materials Pricing
- NOTE 4** Material Audit - \$593.44 per audit.
- NOTE 5** Any negative revenue sharing values will carry forward until cleared, but city is never required to pay contractor regardless of commodity value.
- NOTE 6** All compactor hauling from drop off center to recycling facility will be handled by CWD.



**Meeting: Work Session**

**Date: November 30, 2015**

# Policy Report

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## SALE OF PROPERTY

### ISSUE

Consider the sale of two vacant lots from City inventory located at 504 and 508 Kaiser Street in the City of Garland to Lyon Construction Company for \$25,000.00

### OPTIONS

1. Approve the sale.
2. Do not approve the sale.

### RECOMMENDATION

Sell the subject property to Lyon Construction Company. Unless directed otherwise, this item will be scheduled for formal consideration at the December 15, 2015 Regular Meeting.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment  
Financially Stable Government with Tax Base that Supports Community Needs  
Safe, Family-Friendly Neighborhoods

### BACKGROUND

The above referenced properties were struck off to the City of Garland on October 5, 2010 at a Sheriff's Sale pursuant to delinquent tax suit TX09-40355, City of Garland and Garland Independent School District v. Mortgage Debt Consultants. The properties were struck off for the combined assessed value in the Judgment, \$24,000.00. The total Judgment amount at the sale was \$37,157.19. Lyon Construction Company has offered to purchase these properties for \$25,000.00.

### CONSIDERATION

The City has abatement liens on each property which will be extinguished by this sale. Pursuant to the Texas Property Tax Code, these liens are only paid if there are excess proceeds after all costs are paid and all entities are paid the full amount of taxes due. As all entities are receiving their full amount of taxes granted under the Judgment, the City of Garland will receive \$417.07 for its abatement liens on the properties.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of

SALE OF PROPERTY

Page 2

the other taxing units in the Judgment. Please see Attachment 1 – Offer Letter for the sale breakdown to each taxing jurisdiction.

**ATTACHMENT(S)**

1. Costs and Distribution of Proceeds Letter
2. Proposed Deed Without Warranty.

Submitted By:

Approved By:

Mona L. Woodard  
Manager  
Housing and Community Services

Bryan L. Bradford  
City Manager

Date: November 19, 2015

Date: November 23, 2015

**DEED WITHOUT WARRANTY**

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

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Lyon Construction Company, 18601 LBJ Freeway, Suite 525, Mesquite, TX 75150** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lots, tracts, or parcels of land, commonly known as **504 Kaiser Street and 508 Kaiser Street**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**BEING LOTS 8 AND 9, BLOCK B, CHRISTIAN ADDITION,  
CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS  
RECORD IN VOL. 2002052, PAGE 9428, OF THE DALLAS  
COUNTY DEED RECORDS (the "Property").**

This Deed Without Warranty is subject to:

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

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

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

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX09-40355 in the 191st Judicial District Court, Dallas County, Texas, and no more.

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

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

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**GRANTOR:**

CITY OF GARLAND, a Texas home-rule municipality

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

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS         §

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, in his capacity as Mayor of the City of Garland.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
\_\_\_\_\_

1919 S. SHILOH RD.  
GARLAND, TEXAS 75042  
TELEPHONE 972-278-8282  
FAX 972-278-8222  
[www.pbfc.com](http://www.pbfc.com)

**J. Douglas Burnside**  
ATTORNEY AT LAW  
dburnside@pbfc.com

October 22, 2015

Mr. Jason Wilhite  
City of Garland  
217 N. 5th Street  
Garland, Texas 75040

Via electronic-mail

Re: Offer by Lyon Construction Company to purchase 504 Kaiser Street and 508 Kaiser Street, Garland, Texas

Dear Mr. Wilhite:

The above referenced properties were struck off to the City of Garland on October 5, 2010 at a Sheriff's Sale pursuant to delinquent tax suit TX09-40355, City of Garland and Garland Independent School District v. Mortgage Debt Consultants. The properties were struck off for the combined assessed value in the Judgment, \$24,000.00. The total Judgment amount at the sale was \$37,157.19. Lyon Construction Company has offered to purchase these properties for \$25,000.00. The properties are each currently assessed by the Dallas Central Appraisal District at \$15,000.00.

The costs and distribution of net proceeds are:

Court Costs		\$4,446.54
Sheriff's Costs of Sale		\$1,285.98
Publication Fees		\$412.50
Net Court Costs and Costs of Sale		<u>\$6,145.02</u>
Personnel and Overhead		<u>\$1,500.00</u>
Total City Reimbursement		<u>\$1,500.00</u>
City of Garland	41.9%	\$6,706.50
Garland ISD	26.0%	\$4,160.67
Dallas County	32.1%	\$5,130.94
Total Judgment Tax Distribution		<u>\$15,998.11</u>
City of Garland Post-Judgment Taxes		\$261.82
Garland ISD Post-Judgment Taxes		\$446.34
Dallas County Post-Judgment Taxes		\$231.64

Total Post-Judgment Taxes	\$939.80
Net Court Costs and Costs of Sale	\$6,145.02
Total City Reimbursement	\$1,500.00
City of Garland Abatement Liens	\$417.07
Total Tax Distribution	\$16,937.91
Total Sale Price	\$25,000.00

The City has abatement liens on each property which will be extinguished by this sale. Pursuant to the Texas Property Tax Code, these liens are only paid if there are excess proceeds after all costs are paid and all entities are paid the full amount of taxes due. As all entities are receiving their full amount of taxes granted under the Judgment, the City of Garland will receive \$417.07 for its abatement liens on the properties.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Lyon Construction Company to complete the transaction.

If you have any questions or need additional information, please contact me.

Sincerely,



J. Douglas Burnside

Re-sale Disbursement Worksheet

CAD Acct #:	26089500020080000 and 26089500020090000
Property address:	504 Kaiser Street and 508 Kaiser Street
Cause No.:	TX09-40355
Judgment Date:	May 17, 2010
Sheriff's Sale Date:	October 5, 2010
Judgment amount:	GISD 2003-2009 taxes \$3,913.92 (26.0%)
	City 1999-2009 taxes \$6,308.76 (41.9%)
	County 1999-2009 taxes \$4,826.64 (32.1%)
Total Judgment for Taxes:	\$15,049.32
City Abatement Liens:	\$13,615.67
Court costs:	\$4,446.54
Sheriff's fees for sale:	\$1,285.98
Publication fees for sheriff's sale, paid by Gay & McCall:	\$412.50
Total Costs:	\$6,145.02
Post-Judgment Taxes	GISD \$446.34
	City \$261.82
	County \$231.64

**Checks to be disbursed as follows:**

<b>1.</b>	<b>Dallas County District Clerk</b>	\$4,446.54
<b>2.</b>	<b>Dallas County Sheriff</b>	\$1,285.98
<b>3.</b>	<b>Gay, McCall, Isaacks, Gordon &amp; Roberts</b>	\$412.50
<b>4.</b>	<b>City of Garland (administrative fee)</b>	\$1,500.00
<b>5.</b>	<b>City of Garland (Pro-rata Judgment tax year distribution)</b>	\$6,706.50
<b>6.</b>	<b>City of Garland (Post Judgment taxes)</b>	\$261.82
<b>7.</b>	<b>Garland ISD (Pro-rata Judgment tax year distribution)</b>	\$4,160.67
<b>8.</b>	<b>Garland ISD (Post Judgment taxes)</b>	\$446.34
<b>9.</b>	<b>John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)</b>	\$5,130.94
<b>10.</b>	<b>John Ames, Dallas County Tax Assessor (Post Judgment taxes)</b>	\$231.64
<b>11.</b>	<b>City of Garland (Abatement Liens)</b>	\$417.07
	<b>TOTAL</b>	\$25,000.00

**The cause number and Dallas Central Appraisal District tax account number should be on all checks**



# City Council Item Summary Sheet

**Work Session**

Date: November 30, 2015

**Agenda Item**

## Major Investment Studies Update – IH 30 and SH 190

### Summary of Request/Problem

At the request of Council Member Stephen Stanley and Mayor Pro Tem B. J. Williams, the Texas Department of Transportation has been requested to provide an update on the Major Investment Studies for SH 190 Extension from IH 30 to IH 20 and of IH 30 from Downtown Dallas into Rockwall County. Bruce Nolley the TxDOT project manager for the SH 190 project and John Nguyen the project manager for the IH 30 project will be presenting the current status of these projects.

### Recommendation/Action Requested and Justification

Information Only

#### Submitted By:

Paul Luedtke  
Director of Transportation

#### Approved By:

Glenn E. Martin  
Assist City Manager



# City Council Item Summary Sheet

**Work Session**

Date: November 30, 2015

**Agenda Item**

## Dallas Central Appraisal District (DCAD) Suburban Representative Appointment

### Summary of Request/Problem

The Appraisal District is governed by a Board of Directors. Members of the board of directors serve two-year terms beginning on January 1 of even-numbered years. Five directors are appointed by the taxing units that participate in the district as provided by section 6.03 of the Texas Property Tax Code. Each suburban city within the district shall elect by majority vote the fourth member of the DCAD Board of Directors. The official vote must be submitted to the Chief Appraiser before December 15<sup>th</sup>.

The list of nominees are as follows:

- Loren Byers
- Blake Clemens
- Steven Gorwood
- Michael Hurtt

### Recommendation/Action Requested and Justification

It is requested that Council select a candidate within the attached resolution to represent the City of Garland on the DCAD Board of Directors. Unless otherwise directed by Council, this is scheduled for the Dec 1 Regular Session.

**Submitted By:**  
**Corey Worsham**  
**Tax Assessor/Collector**

**Approved By:**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Dallas County eligible taxing entities have expressed and have approved an option that allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

- 1) The City of Dallas appoints one member to the Board.
- 2) The Dallas Independent School District appoints one member to the Board.
- 3) The Dallas County Commissioners Court appoints one member to the Board. The member appointed by the Dallas County Commissioners Court may not be a resident of either the City of Dallas or the Dallas Independent School District.
- 4) Each of the cities within the District, except for the City of Dallas, has the right to nominate by an official resolution one candidate as the fourth member of the Board of Directors. Those cities shall, from the nominations received, elect by a majority vote, with each city being entitled to one vote, the fourth member of the Board of Directors.
- 5) Each of the school districts and the Dallas County Community College District (but not including the Dallas Independent School District) has the right to nominate by an official resolution one candidate as the fifth member of the Board of Directors. Those school districts shall, from the nominations received, elect by a majority vote, with each school district being entitled to one vote, the fifth member of the Board of Directors.
- 6) The votes required for election to the Board of Directors as set forth in items 4 and 5 above shall be by a majority of those authorized to vote in items 4 and 5 respectively and not by a majority of the quorum, and

**WHEREAS**, the followings persons have been nominated to serve as the representative of the suburban cities:

□ Loren Byers

- Blake Clemens
- Steven Gorwood
- Michael Hurtt

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

**Section 1**

That the City of Garland hereby confirms its one vote for the election of \_\_\_\_\_ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

**Section 2**

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of November, 2015.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



**Meeting: Work Session**

**Date: November 30, 2015**

# Policy Report

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## NEIGHBORHOOD VITALITY MATCHING GRANT

### ISSUE

Review proposed modifications to the Neighborhood Vitality Matching Grant guidelines and procedures

### OPTIONS

1. Approve guidelines as proposed.
2. Approve guidelines with modifications.
3. Deny approval of guidelines.

### RECOMMENDATION

The Community Services Committee and City Staff recommend the approval of the proposed guidelines. Unless Council directs otherwise, staff will place an item on the December 15, 2015 agenda for formal approval of the updated Neighborhood Vitality Matching Grant guidelines.

### COUNCIL GOAL

Safe, strong and attractive neighborhoods.

### BACKGROUND

Proposition 6 was approved by Garland voters in May 2004 and included \$5,000,000 for the Neighborhood Vitality Matching Grant Program. Council has previously indicated that funds would be made available annually for neighborhood improvement projects. This serves to empower neighborhood associations to enhance and sustain their neighborhood and stimulate reinvestment, building on existing strengths.

### CONSIDERATION

1. Staff has made changes to the guidelines to facilitate the request of projects with the biggest impact and long lasting change as well as to provide additional support during the application process. These changes will go into effect for the March 1, 2016 grant applications.
2. The Community Services Committee met on July 20, 2015 and September 15, 2015 to review the updated guidelines as proposed. After discussion, members recommended approval of the Neighborhood Vitality Matching Grant Guidelines.

3. Proposed changes include:
  - a. Requiring a letter of intent for projects over \$25,000 to help ensure the proposed project will be successful when a full application is submitted.
  - b. Streamlining the application process using a staff review committee to assist applicants secure a successful application.
  - c. Eligible applicants defined as registered associations or newly-formed associations that have completed a “small sparks” activity
  - d. Project eligibility limits maintenance and upgrade projects, including sidewalk reconstruction and irrigation upgrades.
  
4. Due to the extensive revision and reorganization of the document, a “redline” version is not included. Please refer to the attached 2008 guidelines for comparison with the proposed guidelines.

**ATTACHMENT(S)**

Previous and proposed Neighborhood Vitality Matching Grant Guidelines.

Submitted By:

Approved By:

Scott Bollinger  
Neighborhood Resources Manager

Bryan L. Bradford  
City Manager

Date:  
November 23, 2015

Date:  
November 24, 2015

## 2008 Neighborhood Vitality Matching Grant Guidelines

### PURPOSE



The City of Garland promotes and supports community efforts that contribute to vital neighborhoods. The City Council has allocated funds through the Neighborhood Vitality Matching Grant Program to stimulate and enhance opportunities for residents to address neighborhood concerns and special needs. As we approach build out, we recognize the need to creatively plan and partner with residents to ensure that Garland as a whole continues to be a place where families and businesses want to invest their time and money.

### PROGRAM DESCRIPTION

The grant program is designed to provide assistance to specific neighborhood projects that provide a public benefit thereby promoting a stronger, safer, and healthier community. The City will enter into agreements with organized, active, registered homeowner and neighborhood associations or groups that organize for the specific purpose of completing a neighborhood improvement project (See terms of Neighborhood Vitality Agreement.) within the City of Garland. These agreements will pertain to, but are not limited to the following types of physical improvement projects:



- ❖ Entry features (new construction and renovations)
  - ❖ Landscape design and improvements
  - ❖ Neighborhood enhancement features
  - ❖ Neighborhood recognition signage
  - ❖ Screening Walls (new construction and renovations)
- 
- Individual persons or businesses are not eligible to receive funding.
  - Religious organizations and businesses may not apply as the primary applicant, but may partner with organized associations or groups to successfully accomplish a project that will provide an area benefit.
  - Two or more associations or groups may collaborate to plan and implement a neighborhood improvement project.
  - City staff may also partner with a neighborhood group or groups to plan and implement projects in accordance with the Strategy for Vital Neighborhoods.
  - **Funds may not be used for maintenance type projects.**
  - **Program funds may not be used to replace an association's operating budget.**
  - **Projects must not require on-going maintenance from the City of Garland.**
  - **Projects must not conflict with city policies or codes.**
  - **Expenditures incurred or project commitments made prior to the grant program are not eligible for funding.**

# 2008 Neighborhood Vitality Matching Grant Guidelines

## TERMS OF NEIGHBORHOOD VITALITY AGREEMENT



**Grantee must be an established entity.** Association by-laws and registration should be provided along with the application packet. If the entity is registered with the Office of Neighborhood Vitality, confirm that the registration form is current and that a copy of the association's by-laws are on file.

A neighborhood group may organize for the sole purpose of completing a neighborhood improvement project. A notarized document outlining the group name, purpose, and project contacts must be provided with the application. City staff is available to assist in the planning and establishment of new associations or groups.

Grants will not exceed \$100,000. Each association or group will be expected to provide a match based on the size and scope of the project, neighborhood size, and operating budget. The association match may include cash contributions, materials, or sweat equity where applicable at the rate of \$12.00 per hour with the exception of professional services, which will be rated at the fair market value for the type of service provided.

**Funding Priorities and Restrictions.** Projects will be ranked according to the municipal benefit. Each project will be evaluated on the basis of how well it addresses the City of Garland's goals for safe, vital neighborhoods. The association or group must actively seek the involvement of area residents in the planning and implementation of the project. When there are more projects requested than funding will allow, the following criteria will be used to determine funding priorities:

- ❑ Projects that serve to revitalize older or declining neighborhoods will receive higher priority than newer neighborhoods.
- ❑ Projects that impact major thoroughfares will receive a higher priority than those that impact interior streets.
- ❑ Projects that further neighborhood goals and complement other public improvements will be chosen for their increased community benefit.

**Applicants are eligible to receive up to \$100,000 within a five-year time-frame. The completion date of the applicant's first project will serve as the benchmark for the five-year timeframe.**

**An association may not apply for additional funding if a previous grant project has not been completed.**

## APPLICATION PROCESS

### Application Deadlines

Applications for projects are accepted twice a year from neighborhood-based associations or groups and must be submitted on the approved application form provided by the Office of Neighborhood Vitality. Applications may be obtained from the City of Garland website, <http://www.garlandtx.gov> or by calling 972-205-3864. Completed applications should be mailed to:

City of Garland  
Office of Neighborhood Vitality  
PO Box 469002  
Garland, TX 75046-9002  
Attention: Laura Castillo



# 2008 Neighborhood Vitality Matching Grant Guidelines

Funding is available each fiscal year beginning October 1, 2004. Applications will be accepted twice a year, September 1st and March 1st. Should either of these dates fall on a holiday, Saturday or Sunday, the following business day will apply.

## Funding Proposal

**The association or group will submit an approved application form with a complete description of the project and subsequent maintenance.** The application will be used as a guide for drafting the formal agreement and must include the following information:

### **Contact Names and Association Description**

The description shall list names and telephone numbers of officers of the association or group who have the authority to enter into the agreement. Included in this portion of the work plan will be the date of incorporation or registration with the Office of Neighborhood Vitality. If the group is organized for the sole purpose of completing this project, a notarized letter of intent is required (See terms of Neighborhood Vitality Agreement).

### **Project Purpose**

The project purpose shall include the identification of the benefits to the neighborhood and the City of Garland. This shall include a description of enhancements, what problems the project is to solve, and how it will solve them as well as any other information supporting your application.

### **Project Plan**

Provide a description of the proposed project. Fully disclose all elements of the project. Failure to do so may result in the denial or cancellation of the project.

### **Project Funding**

Include itemized list of projected costs. This shall include how the cost estimate was developed. List the funding requested from the City of Garland, matching funds from the association, and any other in-kind donations. **Project estimates from reputable contractors must be included.**

### **Maintenance Plan**

A maintenance plan will include a description for the on-going maintenance of the project as well as methods of maintenance. Materials, which do not require a high level of maintenance, should be used. Staff will ensure through this aspect of the work plan that the project will not act to change the current level of maintenance performed by the City of Garland in areas for which the City is responsible.

### **Additional Information**

Applicants should provide supporting documents such as:

- Photographs of the proposed project area;
- Plans or maps indicating the project in relation to the neighborhood and surrounding community;
- Signed maintenance agreements and conditions; and
- Letters of intent to provide matching funds, in-kind donations, labor, or materials.

## Application Review

Applications will be read and evaluated by a technical review committee consisting of members from various city departments to insure that the minimum criteria are met. Any group that does not meet the funding criteria will be notified. The committee will present funding recommendations to the Garland City Council who will make the final award decisions.

## 2008 Neighborhood Vitality Matching Grant Guidelines

All Neighborhood Vitality applications will be rated using the following criteria. As you plan the project and prepare the application, please be sure the application addresses each area.

Criteria	Scoring Weight	Explanation of Criteria
<b>Neighborhood Status/ Maturity</b>	20	The condition and age of the neighborhood demonstrates a need for intervention.
<b>Community Benefit</b>	20	Project proposes a good approach to a neighborhood problem and helps improve the quality of life in the neighborhood and/or aesthetics of the area.
<b>Project Feasibility</b>	20	The project is cost effective, achievable, realistic, sufficiently funded, no on-going maintenance required from the City of Garland.
<b>Community Involvement</b>	15	Demonstrated participation of residents in planning and application process.
<b>Environmental Impact</b>	10	Implementation or completion of the project will not negatively impact the environment or surrounding area.
<b>Match</b>	10	Match is realistic and appropriate to the project. Letters of intent are provided for in-kind donations or cash.
<b>Other</b>	5	Uniqueness of the project, innovative or groundbreaking.
<b>TOTAL SCORE</b>		

### **DISBURSEMENT OF FUNDS**

The applicant will act as the General Contractor for most approved projects. Funds for the project will be disbursed by the city after monitoring and evaluation of the project.

An applicant may not begin to incur costs to be paid by the Neighborhood Vitality Grant before signing a funding agreement with the City of Garland.

Applicant must expend required match as indicated in the proposal prior to the expenditure of City funds.

### **CANCELLATION OF PROJECTS**

Failure to meet the terms of the Funding Agreement may result in the cancellation of the project and a one-year application restriction. **Applicants must begin implementation within 12 months of City Council approval to avoid termination of the project.** Requests for time extensions must be submitted to the Office of Neighborhood Vitality in writing.

# 2008 Neighborhood Vitality Matching Grant Guidelines

## MATCH REQUIREMENTS

Match requirements will be based on the association's fiscal strength and the cost of the project. The following is a standard guideline for match.

Project Cost	Match Requirement	Type of Match
\$10,000 or less	10%	May include cash, in-kind donations, labor and/or materials
\$10,000.01-25,000	15%	Same as above
\$25,000.01-50,000	20%	Same as above
\$50,000.01 and above	25%	At least half of the match must be a cash match, the remainder may include in-kind donations, labor, and/or materials

- ❑ The type of match must be appropriate to the needs of the proposed project.
- ❑ All volunteer labor is valued at \$12.00 per hour except in the case of professional services.

## PROJECT DEVELOPMENT TIPS



1. Choose a project that will generate as much community support as possible and that addresses a known problem or concern. Talk to your neighbors to encourage involvement. This effort will also work to create a sense of community in your neighborhood.
2. If your area is not currently organized, contact the Office of Neighborhood Vitality to begin the organization process. Organized associations should call to register with the city.
3. Begin your work plan by listing the activities needed to accomplish the community goal. Some initial research may be necessary to prepare your funding proposal.
4. Determine what resources are needed and develop a preliminary budget.
5. Determine the type and the percentage of match you can provide for completion of the project.
6. Review all application requirements before you begin.
7. Contact the Neighborhood Vitality Manager for technical assistance in completing the application.
8. Create a timeline that includes the application, review, and tentative implementation time. This will also be helpful in your discussions with city staff and keeping your neighbors abreast of the project.
9. Do not assume that the application review committee is familiar with your neighborhood. Document and support your proposed project.
10. A complete application includes all documentation and attachments.
11. Late applications will not be accepted.
12. Please do not bind applications. Do not include tabbed dividers or staples.

# PROPOSED Neighborhood Vitality Matching Grant Guidelines

## At a Glance

**For Whom:** Neighborhood Associations (Voluntary or Mandatory)

**For What:** Neighborhood beautification/enhancement projects on public property.

**For....Why?:** To build community as you beautify your neighborhood. Projects, challenges, successes—these bring neighbors together, weaving the social fabric necessary to create and sustain self-sufficient, thriving neighborhoods.

Application deadlines are March 1 and September 1. Carefully review the guidelines below and contact the Office of Neighborhood Vitality (ONV) to get started!

## Description

The City Council allocated the Neighborhood Vitality Matching Grant (NVMG) funds for Garland neighborhood groups to improve the physical features of their neighborhoods. Projects must provide a public benefit which promotes stronger, safer, and healthier communities. These guidelines present the eligibility requirements, funding match contribution, overview of the application process, and other rules governing the grant.

**The Office of Neighborhood Vitality (ONV) is available to offer assistance through every step of the process. Contact the ONV by phone at 972-205-2445 or at [neighborhoods@garlandtx.gov](mailto:neighborhoods@garlandtx.gov).**

## Neighborhood Eligibility

As the NVMG is an investment by the City of Garland, only applications from homeowner and neighborhood associations (voluntary and mandatory) that have been registered for at least one year will be considered. Newly-formed associations that have participated in neighborhood capacity activities through the ONV are eligible to apply within six months. **Not organized or registered? Contact the ONV to learn how to get started.**

Individual residents, nonprofits or businesses are not eligible to receive funding. Associations, as the primary applicant, may collaborate with other associations, businesses, and nonprofits. City staff and departments can also partner with associations as co-applicants.

Age of the neighborhood and number of residential units impacted are factors in determining which projects to award matching funds, but all associations are encouraged to apply, or to work with staff to prepare for application.

## Project Eligibility

Physical improvements or additions to the neighborhood, located within city limits on public property or the public right-of-way, that provide a wide public benefit are eligible through the NVMG. Generally, projects cannot involve private property; however, residents are encouraged to work with ONV staff to assist with solutions that may involve private property. Other factors that affect project eligibility include:

# PROPOSED Neighborhood Vitality Matching Grant Guidelines

## Maintenance projects

Funds that would typically appear in the operating budget of a neighborhood association or individual homeowner's operating budget are not eligible for NVMG funding. This includes groundskeeping, common area and equipment upkeep, and the tools and equipment required for maintaining neighborhood features. Project must not require ongoing maintenance from the City of Garland.

## Inadequate public benefit or neighborhood support

Applications that benefit only a small portion of the residents of a neighborhood or do not demonstrate widespread support among the neighborhood's residents are not eligible for NVMG funding.

## Conflicts with City of Garland

Proposals must comply with applicable City of Garland codes and policies, and applicable federal, state, and local laws. Projects cannot create a public safety hazard or conflict with existing or approved municipal projects.

Not intended to be exhaustive, the following provides examples of project eligibility:

Eligible	Not Eligible
Sign Toppers	Sidewalk Construction/Repairs
Entry Features (new construction)	Irrigation Upgrades
Common Area or Recreational Improvements (new construction)	Repairs or Maintenance of Existing Structures or Facilities
Picnic tables, benches or pavilions	Speed Humps
Neighborhood Park Improvements	Lighting Upgrades
Safety Lighting (new installation)	Projects Incurring Costs Before Grant is Approved
Neighborhood Art Installation	Security Cameras

## Application Process

### Application Deadlines

To be considered for award in spring or fall application cycle, applications must be submitted by March 1 and September 1, respectively. Application packets are available from the City of Garland website, [GarlandTx.gov](http://GarlandTx.gov), or can be obtained through the ONV.

The NVMG application packets have all the requirements fully explained. **All applicants are highly encouraged to contact ONV for assistance during any part of the application process.**

Application requirements include:

- Contact names for the applicants, project, and association
- Project purpose, description, and benefits
- Project implementation, funding and maintenance plan
- Supporting documentation (photographs, maps, identified donations, estimates, itemized project budgets)

# PROPOSED Neighborhood Vitality Matching Grant Guidelines

## Letter of Intent

The Letter of Intent, also available on the City of Garland website or through the ONV, is a document that assists residents with identifying obstacles or potential issues with their NVMG application. It is encouraged for projects requiring any type of construction, but is required for projects of \$25,000 or more. Letters of Intent are due two months before full NVMG applications, corresponding to July 1 and January 1 to be considered for the spring and fall cycles, respectively.

## Application Review

Applications will be read and evaluated by an internal review board consisting of members from various city departments to ensure that the minimum criteria are met. Any group that does not meet the funding criteria will be notified. Applications approved by the review board will be presented to the City Council for approval.

Once eligibility requirements are met, the internal review board will use the following criteria for approving projects:

Criteria	Explanation of Criteria
<b>Neighborhood Status/ Maturity</b>	The condition and age of the neighborhood demonstrates a need for intervention. The applying association also has the capacity to execute the project and conduct necessary maintenance.
<b>Public Benefit</b>	Project helps improve the quality of life in the neighborhood and/or aesthetics of the area, while also providing widespread public benefit
<b>Project Feasibility</b>	The project is cost effective, achievable, realistic, sufficiently funded, no ongoing maintenance required from the City of Garland.
<b>Community Involvement</b>	Demonstrated and proposed participation by residents in the planning, execution and long-term maintenance of proposed project.
<b>Project Impact</b>	What is the impact this project will have both short term and long term? Does it align with your neighborhood goals? How will implementation or completion of the project impact the environment or surrounding area?
<b>Match</b>	Match is realistic and appropriate to the project. Letters of intent are provided for in-kind donations or cash.

## Match Requirements and Funding Restrictions

Applicants are eligible to receive up to \$100,000 within a five-year time-frame. The completion date of the applicant's first project will serve as the benchmark for the five-year timeframe. An association may not apply for additional funding if a previous grant project has not been completed.

Each association will be expected to provide a match based on the size, scope and cost of the project (see table below). The association match may include cash contributions, materials (specific to the project), or unskilled labor ("sweat equity") where applicable at the rate of \$12.00 per hour. Professional services will be rated at the fair market value for the type of service provided.

# PROPOSED Neighborhood Vitality Matching Grant Guidelines

Project Cost	Match Requirement	Type of Match
\$10,000 or less	10%	May include cash, in-kind donations, labor and/or materials
\$10,000.01-25,000	15%	Same as above
\$25,000.01-50,000	20%	Same as above
\$50,000.01 and above	25%	At least half of the match must be a cash match, the remainder may include in-kind donations, labor, and/or materials

## Disbursement of Funds

An applicant must not begin to incur costs to be paid by the NVMG before signing a funding agreement with the City of Garland. Any costs incurred prior to the execution of the signed agreement will not be funded by the City of Garland. The applicant will act as the General Contractor for most approved projects. Funds for the project will be disbursed by the city to the neighborhood association after the completion of the project.

Applicant must expend required match as indicated in the proposal prior to the expenditure of City funds and must formally submit a request in writing to the ONV with all supporting documents.

## Cancellation of Projects

Failure to meet the terms of the Funding Agreement may result in the cancellation of the project and a one-year application restriction. Applicants must begin implementation within 12 months of City Council approval to avoid termination of the project. Requests for time extensions must be submitted to the Office of Neighborhood Vitality in writing.



**GARLAND**

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# Neighborhood Vitality Matching Grant

Staff Recommendations

Office of Neighborhood Vitality



# Summary of Recommendations

- Letter of Intent
- Application Process
  - Internal review board
  - Application approval, not scoring
  - Timing ideas
- Applicant Eligibility
- Project Eligibility
  - Sidewalks
  - Irrigation



# Letter of Intent

- Purpose: assist applicants, prepare staff, streamline approval process
- Required for projects over \$25,000
- Recommended for all projects
- Due two months before full application deadline



# Application Process

- Establish internal review board
  - Members from several City departments
  - Review eligible applications for approval, recommend to City Council
- Remove scoring criteria
  - Eligible projects are either approved and recommended to City Council or denied; scoring superfluous



# Applicant Eligibility

- Registered association for one year, or registered for six months but completed a “small sparks” or leadership activity
  - Investment by the City
  - Prevent potential maintenance issues
  - Secure a more successful application



# Applicant Eligibility (cont.)

- “Single cause” groups, without support, often fall apart
  - Presents long-term risks
- Generate momentum
- Refine proposed project
- Provide professional support from the desire for a project all the way through application award



# Project Eligibility

- Intent of the vitality grant
- Sidewalks
  - Maximize investment
  - Citywide issue; existing programs
- Irrigation
  - Upgrades; replacements
- Implementation considerations



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# Project Eligibility

## A Program of “Things”

- Quality of life for residents, marketability of the neighborhood, long-term viability of the community
- Professional support
- Catalyst for creating or strengthening social fabric



# Summary of Recommendations

- Letter of Intent
- Application Process
  - Internal review board
  - Application approval, not scoring
  - Timing ideas
- Applicant Eligibility
- Maintenance Projects
  - Sidewalks
  - Irrigation
  - Implementation considerations



# City Council Item Summary Sheet

**Work Session**

Date: November 30, 2015

**Agenda Item**

## Revised Council Policies

### Summary of Request/Problem

Council is requested to consider the Revised Council Policies with the exclusion of the Financial (Fin-04) Policy which is still under review.

### Recommendation/Action Requested and Justification

Council Discussion

**Submitted By:**

**Eloyce René Dowl  
City Secretary**

**Approved By:**

**Bryan L. Bradford,  
City Manager**

**2015  
CITY COUNCIL  
of the  
CITY OF GARLAND, TEXAS**

**RULES OF ORDER AND  
PROCEDURE  
AND  
CITY COUNCIL POLICIES**

**ARTICLE I.**

**CITY COUNCIL RULES OF ORDER AND PROCEDURE**

**Section 1 Authority Under the City Charter**

Article III, Section 9 of the City Charter provides that the City Council shall determine its own rules of order of business and procedures for meetings. These rules shall be in effect upon adoption by the City Council and until such time as amended, suspended or new rules are adopted in the manner provided.

**Section 2 General Rules for Conducting Council Meetings**

**(A) Regular meetings**

Article III, Section 8 of the City Charter provides that regular meetings of the City Council shall be held at least twice each month. Section 10.14 of the Code of Ordinances establishes the first and third Tuesdays of each month as the time for those regular meetings. The City Council may otherwise prescribe the date for such meetings by

ordinance or resolution. The meetings are generally held in the City Council chamber or at another public building within the city limits as designated by the City Council in the meeting notice.

(1) *Other locations.* The City Council may, occasionally, elect to meet at other locations and, upon such election, shall give public notice of the change of location in accordance with provisions of State law and the City Charter.

(2) *Location during a local emergency.* If by reason of fire, flood or other emergency, it is unsafe to meet in the City Council chamber, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, in the Mayor's absence by the Mayor Pro Tem or the City Manager.

(B) Pre-council meeting work session

Prior to each regular City Council meeting, the City Council may conduct a work session in order to allow the City Council to informally review items of interest that may be scheduled for formal presentation at future City Council meetings, or that are strictly informational in nature. The City Council may not take formal action on items presented at the work session unless specified in the posted agenda.

(C) Special meetings and emergency meetings

Pursuant to Article III, Section 7 of the City Charter, special meetings may be called at any time by the Mayor or by two or more members of the City Council. The City Secretary shall post notice thereof as provided by State law. Special meetings may be held at any location as long as such meetings are conducted in accordance with State law and the City Charter. In case of emergency or urgent public necessity (which shall be expressed in the notice of the meeting), an emergency meeting may be called by the Mayor or by two members of the City Council, and it shall be sufficient if the notice is posted two hours before the meeting is convened. Diligent effort to notify all Councilmembers shall be made prior to the emergency meeting. (Texas Government Code, Sec. 551.045)

(D) Adjourned meetings

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the provisions of the Texas Open Meetings Act. (Texas Government Code, Section 551)

(E) Executive sessions

The City Council may meet in executive session during any regular or special meeting, or anytime otherwise authorized by State law, to consider, hear or decide any matter which is authorized by State law to be heard or considered in executive session. The City Council may exclude from any such executive session any person or persons which it is authorized by State law to exclude from such sessions. The general subject matter for consideration shall be expressed in an open meeting before such session is held. Councilmembers ~~may not reveal~~ are prohibited from disclosing the nature of discussion from a closed session unless required by law.

(F) Notice of meetings

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's website and official bulletin board pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

(G) Quorum

Article III, Section 6 of the City Charter provides that five ~~(5)~~ members of the nine member City Council shall constitute a quorum to do business and the affirmative vote of five ~~(5)~~ of those present shall be necessary to adopt any ordinance or resolution, except as required by City Charter or State law.

(H) Chair

Article III, Section 4 of the City Charter provides that the Mayor shall preside at all meetings of the City Council. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall be required to vote as a member on legislative and other matters. The Mayor shall have the authority to preserve order at all City Council meetings, to enforce the rules of the City Council, and to determine the order of business under the rules of the City Council. The Mayor shall also have the power to administer oaths.

(1) *Absence of Mayor.* Article III, Section 4 of the City Charter provides that the City Council shall elect from among the Councilmembers a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor. The City Council may elect from among the Councilmembers a Deputy Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor and Mayor Pro Tem and may elect a Deputy Mayor Pro Tem if so provided by current City Council policy.

(2) *Absence of Mayor and Mayor Pro Tem.* When the Mayor and Mayor Pro Tem are absent from any meeting of the City Council, the Deputy Mayor Pro Tem,

if one has been elected, shall act as Mayor Pro Tem. If all three are absent, the members present shall choose another member to act as Mayor Pro Tem and that person shall, for the duration of the meeting, have the powers of the Chair.

(I) Attendance by the public

Article III, Section 10 of the City Charter requires that all meetings of the City Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act except ~~the~~ executive sessions or closed meetings allowed by State law. Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council.

(J) Minutes

In accordance with the provisions of Article III, Section 9, and Article IV, Section 5 of the City Charter, minutes of City Council meetings will be kept. Minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

(1) *City Council approval of minutes.* Minutes of meetings are generally submitted to the City Council within two weeks for approval.

(2) *Recording of meetings.* Tape recordings of proceedings, other than executive session proceedings, are maintained by the City Secretary as required by law. -Tape recordings of executive session proceedings shall be maintained by the City Attorney.

**Section 3 Order of Business at Meetings of the City Council**

(A) General order of proceedings

City Council meetings will be generally conducted in the following order, unless otherwise specified. An executive session may be held at any time during a meeting pursuant to applicable State law.

***WORK SESSION AGENDA***

Executive session (if any)  
Written briefings  
Verbal briefings  
Questions regarding regular agenda items  
Discuss committee reports/assignments

Discuss consent agenda  
Identify future agenda items  
Adjourn

### ***REGULAR MEETING AGENDA***

~~Executive session (as needed)~~

Pledge of allegiance/invocation

Mayoral proclamations, recognitions, and announcements

Consent agenda/approval of minutes

Regular agenda

Consider appointments to boards and committees

Citizen comments (Aopen mike@)

Executive session (as needed)

Adjournment

#### (B) Numbering and indexing of agenda items

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the City Secretary shall separately index all ordinances and resolutions.

#### (C) Consent agenda

The consent agenda shall contain routine, noncontroversial items that require City Council action but need little or no City Council deliberation. Any item on the consent agenda may be removed from the consent agenda and thereby be made subject to discussion and deliberation by any member of the City Council, staff or a person in attendance at the meeting. Agenda item(s) removed from the consent agenda by the request of a Councilmember, citizen or staff will be considered after approval of the remaining consent agenda.

### **Section 4 Rules of Procedure for Conducting Council Business**

#### (A) General procedure

These rules, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, ~~the~~ City Council proceedings shall follow the rules of procedure set out in Roberts Rules of Order, Newly Revised, published by Persus Publishing, (hereinafter ARONR@) a copy of which shall be retained by the City Secretary

and made available for inspection by the public during normal business hours.

(B) Authority of the chair

The Chair shall make decisions on questions of procedure subject to review by the City Council as a whole. The Chair, with the consent of the City Council, may appoint a parliamentarian from outside the City Council to assist the Chair in interpreting the rules of procedure governing City Council meetings, and shall offer advice to the Chair as requested by the Chair or any member of the City Council. The Chair, shall, upon request of a member of the City Council, inform the City Council as to the advice given by the parliamentarian. Following a decision of the Chair on a question of procedure, any two members of the City Council shall be entitled to appeal the decision of the Chair by the making, and seconding of, an appeal. See RONR.

(C) Council deliberation and order of speakers

The Chair has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Chair, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

(D) Limit deliberations to item at hand

After an agenda is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Councilmembers will limit their comments to the subject matter or motion being currently considered by the City Council. All discussions shall be germane to a posted agenda item.

(E) Obtaining the floor

Except as provided in RONR, any member of the City Council wishing to speak shall first obtain the floor by registering in the cue electronically and thereafter being recognized by the Chair. If the electronic cue is inoperative, members of the City Council shall obtain the floor by making a verbal request for the floor to the Chair. The Chair shall recognize any Councilmember who seeks the floor when appropriately entitled to do so.

(F) Motions

Motions may be made by any member of the City Council other than the Chair. Any

member of the City Council, other than the Chair and the person offering the motion, may second a motion.

(G) Procedures for motions

The following is the general procedure for making motions:

- (1) Before a motion can be considered or debated it shall be seconded.
- (2) A Councilmember who wishes to make a motion, except as provided in RONR, shall first obtain the floor.
- (3) A Councilmember who wishes to second a motion shall do so through a verbal request to the Chair.
- (4) Unless otherwise required or provided by law, a motion (other than a procedural motion) made and seconded, unless stated otherwise, shall include, without necessity of reference, a motion to close the public hearing on the matter if the matter is one which includes a public hearing. A Councilmember wishing to continue the public hearing shall move to continue the public hearing and if seconded shall be voted upon before the main motion. No discussion shall be permitted on a motion to continue the public hearing.
- (5) Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Chair.

(H) Motions to amend

When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(I) Abstention or recusal

- (1) If a Councilmember abstains because of a legal conflict, that Councilmember is not counted as present for quorum purposes and is not deemed to be Avoting@ for purposes of determining whether there has been a Amajority vote of those voting

and present@ unless otherwise required by law.

(2) When a Councilmember has a legal conflict and is required to abstain or excuse himself/herself or be recused from a portion of a City Council meeting, the Councilmember shall complete the necessary affidavit regarding the conflict.

(3) Pursuant to Article III, Section 6 of the Charter, a Councilmember who is present and not required by law to abstain from voting shall vote on every measure for which a vote is called; a refusal to vote constitutes a vote of Ano@ on the measure.

(J) Special Charter or statutorily-mandated voting requirements

Some actions taken by the City Council require more than a simple majority vote for approval as required by either the Charter or State law, including:

(1) *Charter amendments C Two-thirds vote:* An ordinance submitting a proposed Charter amendment must be adopted by at least a two-thirds vote of the full City Council. (Texas Local Government Code, Section 9.002(a), Article XI, Section 5, Texas Constitution)

(2) *Changing paving assessment plan C Two-thirds vote:* Changes in plans for paving assessments require a two-thirds vote of the full City Council. (Texas Transportation Code, Section 313.053)

(3) *Protested changes in zoning ordinance C three-fourths vote:* If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet therefrom, the affirmative vote of at least three-fourths of the full City Council is required for the proposed change to take effect. (Texas Local Government Code, Sec. 211.006(d); Garland-Comprehensive Zoning Ordinance Development Code; Council Policy, Article II, below.)

## **Section 6 Public hearings**

(A) The City Council procedure for the conduct of public hearings is generally as follows:

(1) Staff presents its report.

- (2) Councilmembers may ask questions of staff.
- (3) The Chair opens the public hearing.
- (4) The applicant or appellant then has the opportunity to present comments, testimony, oral arguments. In the case of an appeal when the appellant is different from the applicant, the appellant shall be called upon first to provide comments or testimony. The applicant or appellant may have a total of fifteen minutes for a presentation when recognized by the Chair. The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.
- (5) Councilmembers may ask questions of the applicant/appellant.
- (6) Members of the public are provided with the opportunity for comments and testimony in accordance with ~~City Council Rule E (3)~~ these Rules, including without limitation Section 7 and 8, below.
- (7) The appellant or the applicant is given the opportunity for closing comments.
- (8) The City Council deliberates on the issue.
- (9) If the City Council raises new issues through deliberation and a majority of the City Council seeks additional public testimony, additional public comment and testimony is permitted in accordance with ~~City Council Rule E (3)~~ these Rules.
- (10) The City Council deliberates and takes action.
- (11) The Chair announces the final decision of the City Council.

(B) Any public hearing being held, noticed or ordered to be held by the City Council may, by order, notice or motion, be continued to any subsequent meeting subject to the provisions of the Texas Open Meetings Act.

## **Section 7 Public testimony at meetings**

### (A) Determining whether speakers are present

When a matter comes before the City Council, the Chair will open the public hearing. Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall determine if speaker's cards have been submitted by

persons who intend to speak or register a position or the Mayor may inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.

(B) Public member request to speak

Any person wishing to address the City Council regarding a matter on the agenda shall complete and present a speaker's card to the City Secretary before or as soon as reasonably possible after the close of the vote on the matter. Prior to speaking, the speaker shall either complete the speaker's card and sign the card under penalty of perjury, or shall, if so allowed by the Chair, be sworn by the City Attorney or other person authorized to administer oaths. Upon being recognized by the Chair, the person may speak or present testimony relevant to the matter being heard. No person may speak without first being recognized by the Chair. Each person wishing to speak on the matter shall be limited to three minutes. Speakers are advised to obtain all information necessary for their presentations prior to the meeting: The opportunity to speak is given to provide testimony rather than to question the City Council or staff. The Chair may call a speaker out of order if the speaker presents questions or requests for information that will unduly delay the transaction of business at the meeting.

(C) Identification of speaker

When called upon, the person to speak shall come to the podium and state his or her name and address. If speaking for an organization or other group, the speaker shall identify the group represented. A person who does not wish to testify may nonetheless register a position on an agenda item by completing a speaker's card. The person's position on the matter shall be read into the record but the person is not required to address the City Council.

(D) Time limits

The Chair, with the concurrence of the City Council, may alter any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

(E) Designation of spokesperson

To expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the City Council on the same subject matter, those individuals are encouraged to designate a spokesperson. Any person present at the meeting may, in lieu of speaking, designate a spokesperson by indicating the designation on his or her speaker card. With the consent of the City Council, the Chair may extend the time allocation for a designated spokesperson. In this regard, three or more speakers may yield their time to a single speaker and such speaker shall be given two minutes per speaker up to a maximum of ten minutes provided that each of the persons who have agreed to yield their time to the designated spokesperson have completed a speaker=s card and have indicated thereon the person=s consent to the designation. The ~~designor=s~~ designating person's position on the matter shall be read into the record. ~~in accordance with Rule E(3)(b).~~

(F) Comments addressed to City Council

All remarks shall be addressed to the City Council as a whole and not to individual members or other speakers. Questions, if any, shall be directed to the Chair who will determine whether, or in what manner, an answer will be provided. Questions shall not be addressed to individual members or to other speakers.

(G) Questions of speakers

Members of the City Council who wish to ask questions of ~~the a~~ speakers or each other during the public hearing portion may do so, but only after first being recognized by the Chair. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue.

(H) [Moved from previous paragraph to separate section] In fairness to all speakers, a question may not be presented solely for the purpose of providing the speaker with more than the allotted time for the speaker unless a motion is made and approved extending the time for the speaker.

(I) Materials for Public Record

All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks. All such evidence presented will be retained by the City Secretary as part of the record of the hearing, in accordance with the requirements of State law.

(J) Germane Comments

~~During the public hearing, no~~ No person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Chair, but may be appealed to the full City Council.

**Section 8 Staff presentations**

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council. Written presentations shall, to the extent possible, be provided to the City Council before the meeting.

**Section 9 Appointments to boards and commissions**

Appointments to boards and commissions shall, unless otherwise required by law, be made by minute action reflecting the unanimous consent of the City Council unless a Councilmember requests that the appointment be deliberated by the City Council.

**Section 10 Citizens= comments B AOpen Microphone@**

(A) ~~This A~~ portion of the regular City Council meeting is set aside for members of the public to address the City Council on any item of City business that is not formally scheduled on the agenda. Members of the public shall complete a speaker card prior to the close of the citizens= comment period and present it to the City Secretary.

(B) Citizens= comments are generally permitted at the end of the regular City Council meeting, as specified on the agenda. A speaker=s comments shall be limited to three minutes and the citizens= comment period shall not exceed thirty minutes. Speakers shall be allowed to speak on a first-come, first-to-speak basis as determined by the order in which the City Secretary receives the speaker=s card. If at the end of the citizens= comment period all speakers who are still present and willing to speak are not offered an opportunity to speak at the meeting, those who have been allowed to speak at that meeting may not speak during the citizens= comment period at the next following meeting at which a citizens= comment period is offered until all other speakers have been allowed to speak. A speaker who was present and willing to speak at a meeting but who was unable to speak

because time ran out will be given priority in the order of speakers at the following citizens= comment opportunity regardless of the order in which the City Secretary receives the speaker=s card.

(C) In compliance with the Texas Open Meetings Act, the City Council may not question, deliberate or vote on any matter raised in citizens= comments. The City Manager may request staff to provide information requested by a speaker or investigate a matter raised by the speaker.

## **Section 11 Rules of decorum**

(A) Speakers shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting their oral comments. A speaker shall not present argument on a matter previously considered by the City Council at the same session.

(B) Persons attending City Council meetings should observe the same rules of propriety, decorum and good conduct as they would show in a courtroom, a place of worship, or at any other serious or solemn occasion during which matters of importance are being considered. Visitors will refrain from engaging in chatter, private conversations, and from making other distracting noises while the City Council is in session. Phones and other electronic devices should be set to off or silent mode. Visitors should not applaud, boo, clap, or otherwise audibly express approval or disapproval of the speech of another person in a loud and raucous manner calculated to disturb the meeting.

(C) Visitors attending City Council meetings may not bring food or drink into the City Council chamber.

(D) No person shall display or cause to be displayed any sign, placard, poster or banner within the City Council chamber in such a manner as to impede the use of the aisles or exits, interfere with the use of the seating area, obstruct the view of another or in any other manner disturb or interfere with the orderly conduct of the meeting. A sign, placard, poster or banner may not exceed more than six square feet in surface area and may not be attached to any stick, pole or other appurtenance that could be used as a club or deadly weapon.

(E) Only one person at a time may stand at the speaker's podium unless the speaker is a child or requires an interpreter or other special assistance or unless the person is appearing as a group receiving a recognition or award presented by the Mayor or City Council.

(F) No person may approach nearer the City Council than the front of the speaker=s podium without leave of the Chair. A speaker may not bring to the podium any bag or

other container. Recording equipment (including cameras, microphones, tripods and supporting equipment) may not be used within any seating area or aisle in such a manner as to impede the use of the aisles or exits, interfere with the use of the seating area or obstruct the view of another, but may be set up behind the public seating area or at the sides of the City Council chamber to the front of the public seating area, no nearer to the podium than the edge of the raised portion of the City Council seating area. For safety purposes, standing or sitting in any aisle used for ingress or egress into the City Council chamber is not allowed. The maximum occupancy limitation for the City Council chamber will be enforced by the Chair. Overflow crowds may stand in the public area outside the City Council chamber provided that hallways, exits, and elevator areas must remain unobstructed.

### **Section 12 Waiver of rules**

As referenced in RONR, certain procedural rules contained in federal law, state law or the City Charter cannot be suspended. As referenced in RONR, certain rules of order can only be suspended by two-thirds vote. Other rules may be waived or suspended by a majority vote of the Councilmembers present (but not less than five votes) when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

### **Section 13 Non-exclusive rules**

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

### **Section 14 Non-observance of rules**

Rules adopted by the City Council are solely to expedite and facilitate the transaction of the business of the City Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the City Council.

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**ARTICLE II.**

**CITY COUNCIL POLICIES  
AND COUNCIL DIRECTIVES**

**Division 1. COUNCIL OPERATING PROCEDURES**

**Section 1    Placing items on an agenda**

(A) Other than matters nominated for discussion during the “Future Agenda Items” segment of the regular agenda (as provided below), the Mayor, individually, or any two or more members of the City Council may request in writing (which includes email) that an item be placed on an agenda for consideration by the City Council as a whole. The request shall be made to the City Manager. If the request is made by a Councilmember, the member shall provide the City Manager the name or names of the member(s) who seconds the request. Unless otherwise specified by the requestor, the City Manager shall cause the item to be placed on the next available agenda of the type designated by the requestor (that is, a work session or regular agenda). The requestor must provide adequate detail of the request to the City Manager to allow proper posting of the matter under the Open Meetings Act and to provide other members of the City Council with sufficient information about the request to prepare to discuss the matter. Unless the matter is of such urgency as to constitute an emergency within the meaning provided by the Texas Open Meetings Act, or if the item requires the calling of a special meeting, the matter must be submitted not later than the close of business one week before the next meeting of the City Council.

(B) Each work session agenda prepared by the City Manager shall include a segment entitled “Future Agenda Items”. During the future agenda items segment, a member of the City Council may offer a matter for future consideration by the City Council. The suggested topic must obtain a second from one or more members of the City Council in order to be placed on a future agenda. If a second is obtained, the Mayor will direct the City Manager to place the matter on a subsequent agenda or, with the concurrence of the City Council, refer the matter to a committee.

(C) Other than routine matters placed on an agenda by staff (such as bid approvals, zoning requests, and the like) and emergency items, no matter that requires official action by the City Council will be considered without first having been discussed at a work session.

## **Section 2 Political and other endorsements by members of the City Council**

A member of the City Council may endorse a candidate or a cause by using the Councilmember's name and position, such as the term "Mayor, Garland, Texas", "Councilmember, District \_\_, Garland, Texas" or similar phrasing. A member of the City Council may not, in an endorsement, imply that the City of Garland - as an entity - has endorsed any such candidate or cause unless the City Council has formally voted as a body to provide that endorsement. In that regard, the City Council is generally constrained by law from endorsing a candidate or cause in an election. A member of the City Council may not use a City or departmental logo or trademark in providing an endorsement of a candidate or cause, nor may the member use City personnel or supplies to do so.

## **Section 3 Council committees**

### **(A) Purpose**

Due to the complexity and diversity of City government issues, a closer view of some issues is required by the City 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 City Council adopts this policy regarding the set up and use of Council committees.

### **(B) Assignment to committees**

Agenda items may be assigned to a committee by the Mayor, with the consent of the City Council, or by the City Council.

### **(C) Standing committees**

The City 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, 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.

(D) 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 City 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 whom shall be members of the City Council appointed by the Mayor, and three of whom shall be appointed by the City Manager. The Internal Auditor shall serve as a member and provide staff support to the committee. Only Councilmembers 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 Councilmembers 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

(E) Ad hoc committees

Ad hoc committees may be created by the Mayor, with the consent of the City Council, or by the City Council, and its members appointed by the Mayor for a specific purpose, project or issue. The committee shall continue until the project is completed, at which time it will be dissolved, unless earlier dissolved by the Mayor, with the consent of the City 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.

(F) 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 to or considered by the committee.

(G) 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 the Mayor shall have no vote nor serve as chair at the committee level. Any member of the City Council may attend any committee meeting, but only appointed members may participate in deliberations and voting. Testimony from someone not on the committee is permitted at the pleasure of the Chair.

(H) Appointments and vacancies

After the annual City Council election, a Council Committee Interest Form (see sample attached) shall be completed by each member of the City Council. Following that, appointments to committees will be made by the Mayor, with the consent of the City Council, as soon as practicable after the annual City Council election. The Mayor shall make new appointments as needed to fill vacancies in order to assure continuity on the committees.

(I) Term of office

The term of office of any member of a standing committee shall begin upon appointment by the Mayor and confirmation by the City Council. The term shall continue until a replacement is appointed or until a committee member no longer holds a position on the City Council.

(J) Chair

The Chair of each committee shall be selected by the Mayor.

(K) Convening meetings

The committee Chair shall have the responsibility for convening the committee as necessary.

(L) Minutes of meetings

Committees shall keep minutes of their meetings. The 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.

(M) Agenda postings

Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act. Such notices shall be posted in a manner that contemplates the attendance of a quorum of the City Council.

(N) Recommendation regarding the 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.

**Section 4 Appointments by the City Council to outside organizations of which the City is a member**

(A) Under State law or by reason of contract or other arrangement, the City is represented in the affairs of certain organizations that exist independently of the City. The City appoints representatives to those organizations who serve as voting members of the governing bodies of those organizations. Those persons are charged with representing the interests of the City.

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[Place holder for a proposed policy on the appointment of Councilmembers to third-party organizations and special committees.]

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Currently, those organizations consist of the (1) Texas Municipal Power Agency; (2) North Texas Municipal Water District; and (3) Dallas Area Rapid Transit Authority. If an organization is created subsequent to the adoption of this policy to which the City is entitled to appoint a representative to the governing body of the organization, this policy shall apply until specifically amended to apply to the organization.

(B) The terms of office for representatives to those organizations vary, but are generally for two years. It is the intent of the City Council that the term of service is “at will” such that the representative may be removed without cause. If, by law, an appointment is for a definite period and an appointed representative may not be removed at will, controlling law shall prevail.

(C) In order to provide for timely appointments to the organizations, the City Council shall be advised at least 45 days in advance of the expiration of a representative’s term of office. The City Manager shall cause a notice to be placed on the City’s website for a minimum of 14 days in order to provide citizens the opportunity to apply for the position. At the close of the 14-day period, applications for the position will be presented to the City Council to allow the City Council to interview candidates for the position. At the close of the interview process, if one is held, the City Council shall make its appointment by minute action or resolution, as prescribed by law.

(D) Persons appointed by the City Council shall provide periodic, but not less than annual, updates to the City Council regarding the activities of the organization to which they have been appointed.

## **Section 5 State and Federal legislation and rule-making proceedings**

(A) The City Attorney, with the assistance of the City Manager, shall apprise the City Council of pending matters of legislation or rule-making that may affect the interests of the City. The Mayor or any two members of the City Council may request that a legislative or rule-making initiative be presented to the City Council for a formal determination by the City Council of endorsement or opposition. The City Attorney may, in the exercise of his professional discretion, determine to take action on or intervene in support of or opposition to a legislative or rule-making matter subject always, however, to the prerogatives of the City Council as the policy-making body of the City.

(B) This policy is not intended to prohibit or restrict a member of the City Council acting as a private citizen, and not on behalf of the City, from participating in legislative or rule-

making matters provided the Councilmember does not in any way imply that the position of the Councilmember is the official position of the City unless the City Council has so decided. A member of the City Council may accurately represent himself or herself as an elected official and as a member of the City Council, but may not use City resources, staff, letterhead, official email, or any City-approved logo in doing so.

## **Section 6 Council travel and business expenses**

(A) Funds shall be provided in the City's budget for City Council travel and business expenses so that members of the City Council may attend the following:

- Annual meeting of the Texas Municipal League
- Texas Municipal League newly-elected officials orientation (for newly-elected members of the City Council)
- National League of Cities annual meeting - Washington, D.C.
- National League of Cities annual Congress of Cities (various locations)
- Other meetings as designated and approved by the Mayor or the City Council
- Attendance to committee or association functions related to the Texas Municipal League, the National League of Cities, or other organizations as approved by the Mayor or the City Council
- Attendance by the Mayor at the annual meeting of the U.S. Conference of Mayors

For purposes of this policy, "attendance" includes the payment of applicable membership fees for the Councilmember and the allowable expenses as described below. A member of the City Council may not commit to membership or participation in, or attendance at, meetings of organizations not listed in subsection (A) without the approval of the Mayor or the City Council except in the Councilmember's individual capacity and at the Councilmember's sole expense.

(B) A Councilmember who seeks to incur, or obtain reimbursement for, expenses allowed under this policy shall file with the Mayor an approval request or reimbursement request, as the case may be. An accounting of City-paid expenses (which may include a request for reimbursement) shall be made on the City's standard expense report form (as promulgated by the City Manager for City employees) and must be submitted to the Mayor not later than twenty business days after completing the travel or incurring the expenses reflected in the expense report. A pre-approval request must be submitted as soon as practical prior to incurring travel or other authorized expenses. Travel arrangements should be made through the office of the City Manager and, unless otherwise authorized by the Mayor, may not be made by a Councilmember individually. The Mayor shall review and approve by signature, if appropriate, expense reports submitted by a Councilmember and the Mayor Pro Tem shall review and approve by signature, if appropriate, expense reports submitted by the

Mayor.

(C) Allowable expenses include registration and necessary membership fees (provided that membership and registration should be completed through the office of the City Manager in advance, when possible).

~~Transportation:~~

(D) (1) Councilmembers may select the appropriate mode of transportation. Payment or reimbursement of transportation expenses, however, will be based upon the most economical mode of transportation that is reasonable under the circumstances.

(2) If a Councilmember drives a personal vehicle on City business, reimbursement will be made at the lower of either the current mileage reimbursement rate published by the United States Internal Revenue Service or the most economical airline rate to and from the destination. A mileage accounting shall be filed using the City's standard personal mileage trip sheet form and shall have attached thereto a calculation of mileage as determined by an on-line trip mileage calculator.

(3) Airline reservations should be made well in advance of the trip in order to take advantage of any discounted fares.

(4) Rental vehicles are authorized, but only when the amount of travel when at the destination will make a rental vehicle more economical than a shared ride, complimentary shuttle or taxi service. If a rental vehicle is used, all supplemental car rental insurance and damage waivers should be declined. Car rental reservations must be made through the office of the City Manager.

~~Meals:~~

(5) The City will pay for meals up to the current published U.S. General Services Administration (GSA) allowance for the destination if the purchase of meals is directly attributable to the conduct of City business. GSA allowance rates are available on-line at [www.gsa.gov](http://www.gsa.gov). If the destination city is not listed in the GSA tables, the standard rate will be used. The GSA allowance will be reduced pro-rata for meals provided at a conference, seminar or social event related to the travel and for meals provided as part of the airfare or purchase price of other authorized modes of travel. For less than complete days spent on authorized travel, the GSA allowance will be prorated as follows: Breakfast - 20% of GSA allowance; Lunch - 30% of GSA allowance; Dinner - 50% of GSA allowance. Unused portions of the GSA allowance may not be accumulated or carried over into a following day.

**Lodging:**

(6) The City will pay for lodging accommodations through the duration of the meeting, seminar or business travel event. If accompanied by a family member or others, the Councilmember will pay any difference between the single and double- or multiple-occupancy rates, if any, for the accommodation.

**Additional and Other:**

(7) Reasonable baggage handling, parking, tolls, service and similar gratuities and expenses are allowed (receipts are not required but the amount must be reflected on the expense report). Other travel-related expenses not specifically covered in this policy require the approval of the Mayor.

(8) Disallowed expenses: The following expenses will not be paid or reimbursed by the City:

- Trip or travel insurance
- Expenses attributable to family or companions
- Premium or first-class lodging, transportation or meals
- Airfare or rental car expenses not purchased through the office of the City Manager (except as otherwise approved by the Mayor)
- Alcoholic beverages
- In-room movies, games or other entertainment
- In-room meal service fees (the meal is reimbursable if otherwise allowed under this policy)
- Valet service, with the exception of required valet parking
- Laundry service for stays of less than seven days
- Gratuities in excess of 20%

(E) If a Councilmember is owed more than \$75,100.00 in reimbursement, the office of the City Manager shall process an accounts payable request through the City's accounts payable system. If less than \$75,100.00 is owed, reimbursement may be made from an appropriate petty cash fund. If the Councilmember owes the City money, the Councilmember must reimburse the City within twenty business days after completing travel or incurring the expense. A check payable to the City shall be attached to the original, signed expense report. If a completed, signed expense report is not timely submitted or, if a completed expense report appears to contain non-allowed or disallowed expenses, the office of the City Manager shall report the same to the Mayor (or to the

Mayor Pro Tem if the report pertains to the Mayor). A late report or a report that contains non-allowed or disallowed expenses shall be discussed by the Mayor or Mayor Pro Tem directly with the Councilmember who incurred the expenses. If the matter is not resolved within ten days, the matter will be referred to the City Council for resolution. The City Council is responsible for enforcing this policy.

## **Section 7 Council requests for information or services**

(A) By Charter, the people of Garland have chosen a council-manager form of government. In keeping with that form of government, the City Charter specifically provides:

Neither the City Council nor any of its members shall direct or request the appointment of any person to or his removal from office by the City Manager or by any of his subordinates. However, the Council may consult and advise with the City Manager, make inquiry regarding the appointments or removals, and may express their opinion in regard thereto. In regard to administrative and executive duties under the City Manager, the Council and its members shall deal solely through the City Manager and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately. Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council, by a vote of a majority of its membership, to expel such offending member from the Council, if found guilty after public hearing, and thereby create a vacancy in the place held by such member.

(B) The City receives thousands of service requests, information requests, and complaints each month. Some of those requests and complaints are received through members of the City Council and some may be initiated by a member of the City Council. For requests and complaints received or initiated by a member of the City Council, this policy is intended to provide for an expeditious and thorough means of resolving such requests and complaints by providing access to the appropriate level of City management without violating the prohibition on interference contained in the City Charter.

(C) Requests and complaints received through or initiated by members of the City Council generally fall into three categories. Requests and complaints may be made either verbally or in writing, including email. The following guidelines will apply when processing requests or complaints:

<b>SERVICE REQUESTS</b>	
<b>TYPE:</b>	<b>REFER TO:</b>
First time request for routine service when a response to the Councilmember is not desired. A department representative will contact the requestor if necessary.	<ul style="list-style-type: none"> <li>! Department service line</li> <li>! Responsible department head or managing director</li> <li>! Assistant City Manager or Deputy City Manager</li> <li>! City Manager</li> </ul>
Second or third time for routine service request when a response to the Councilmember is not desired. The department head or a representative will contact the requestor.	<ul style="list-style-type: none"> <li>! Responsible department head or managing director</li> <li>! Assistant City Manager or Deputy City Manager</li> <li>! City Manager</li> </ul>
Routine service request involving more than one department when a response to the Councilmember is not desired.	<ul style="list-style-type: none"> <li>! Responsible department heads or managing directors</li> <li>! Assistant City Manager or Deputy City Manager</li> <li>! City Manager</li> </ul>
Routine service request when the Councilmember desires a response.	<ul style="list-style-type: none"> <li>! Responsible managing director</li> <li>! Assistant City Manager or Deputy City Manager</li> <li>! City Manager</li> </ul>
Service request that is not routine or that involves a major resource allocation. A response shall be provided to the Councilmember.	<ul style="list-style-type: none"> <li>! Assistant City Manager or Deputy City Manager</li> <li>! City Manager</li> </ul>

<b>INFORMATION REQUESTS</b>	
Information that is readily available (on file or that can be provided verbally).	! Responsible department head ! Assistant City Manager or Deputy City Manager ! City Manager
Information that is available but that requires compilation or interpretation.	! Assistant City Manager or Deputy City Manager ! City Manager
Information that involves more than one department and that requires compilation or interpretation.	! Assistant City Manager or Deputy City Manager ! City Manager

<b>COMPLAINTS</b>	
Routine service complaints regarding quality or quantity of service when no response to the Councilmember is desired.	! Responsible department head or managing director ! Assistant City Manager or Deputy City Manager ! City Manager
Service complaints regarding quality or quantity of service when a response to the Councilmember is requested.	! Assistant City Manager or Deputy City Manager ! City Manager
Complaints regarding the conduct or performance of a City employee.	! City Manager
Complaints involving a City policy, procedure, or ordinance.	! Assistant City Manager or Deputy City Manager ! City Manager ! City Council

(D) Information regarding the submission or resolution of a service request, information request or complaint is generally public and may be shared with other members of the City Council. A member of the City Council has no expectation of secrecy regarding the submission or resolution of a service request, information request or complaint. Information received from or given to a member of the City Council is information that may be given to all members of the City Council.

## **Section 8 Who shall act as Mayor**

The City Charter provides, “In case of the absence or disability of both the Mayor and the Mayor Pro Tempore, the remaining members of the Council shall elect one of the members to act as Mayor.” Because there may not be time to assemble a quorum to elect a person as mayor under such circumstances, and in order to increase the efficiency of government, the City Council may choose to elect a deputy mayor pro tempore to act as mayor when the Mayor and the Mayor Pro Tem are absent or disabled. If the City Council chooses to have a deputy mayor pro tempore, the election for the position shall be held at the first regular meeting of the City Council that follows the annual goal-setting retreat. The City Manager shall place an item on an agenda for consideration by the City Council each year.

## **Section 9 Communications on behalf of the City by members of Boards and Commissions**

(A) Boards and commissions, whether established by reason of State law, the Charter, by ordinance or on an ad hoc basis, are an integral part of the municipal government process. The citizens who serve on City boards and commissions provide an important service to the citizens of Garland. Boards and commissions, and the members of those boards and commissions, do not, however, speak for the City on larger issues of City governance. The City Council is responsible for all aspects of the City’s governance and it is the legislative and policy-making body for the City.

(B) If a board or commission desires to communicate to others a position on any matter of public concern, the board or commission shall first seek approval from the City Council before engaging in such communication. The City Council will speak for the City. The City Council will determine whether and what will be the official position of the City on the issue presented by the board or commission.

## **Section 10 Appointments to boards and commissions**

(A) Generally, appointments to boards and commissions shall be made by the City Council annually during the month of August. The general term of office for a council appointee begins on September 1 and expires on August 31 in the year in which the term

of office of the member of the City Council who made the appointment expires. If a vacancy occurs before a term is completed, the Councilmember representing the district in which the vacancy occurs shall be responsible for nominating a replacement.

### **Section 11 Annual performance and compensation review of council appointees**

(A) The City Council appoints the City Manager, the City Attorney, the City Secretary, the Internal Auditor, and the judges of the Municipal Court. Except for the chief presiding judge and the associate judge of the Municipal Court (whose terms of office are prescribed by State law), council appointees are employed under contract, the term of which shall not exceed one year. The performance of and compensation afforded to council appointees shall be reviewed and evaluated by the City Council annually.

(B) The City Manager shall cause the Managing Director of Human Resources to provide the City Council with:

(1) The current compensation paid and salary ranges applicable to officials with similar duties and comparable responsibilities employed by comparable municipalities in Texas; and

(2) Information regarding applicable municipal populations, departmental or functional staff support personnel, years of experience of each official in that official's present position, and benefits or perquisites provided.

(C) A copy of the information gathered by the Managing Director of Human Resources shall be forwarded to the respective appointee. The appointee may submit to the City Council comments regarding the information considered relevant for review.

(D) The City Council shall, in executive session:

(1) Meet to review the applicable performance-related goals and objectives, if any, established for each individual appointee for the preceding review period and define those goals and objectives to be considered for the next review period;

(2) Meet with each appointee individually to discuss the appointee's performance and achievements;

(3) Discuss and evaluate the appointee's performance during the preceding review period and, if applicable, the goals and objectives to be established for the next review period; and

(4) Determine the compensation, benefits, and perquisites to be afforded to the appointee.

(E) The Mayor shall notify each appointee of the compensation and benefits determinations made by the City Council and discuss with the appointee any additional comments or suggestions made by the City Council regarding such appointee. Follow-up sessions to clarify the evaluation or review progress with the City Council may be scheduled if necessary. The City Attorney shall be directed to prepare an appropriate employment agreement for each appointee who is employed under contract and that is reflective of the directions given by the City Council for that appointee. The employment agreements shall be placed on an agenda for formal approval by the City Council. Municipal judges are appointed for two year terms without contract, but compensation may be adjusted annually by the City Council. Note: Part-time associate judges are hired under informal contract by the presiding chief judge of the Municipal Court and are compensated in accordance with funds allocated for such purposes in the annual budget as approved by the City Council.

(F) After final approval by the City Council, the City Manager shall inform the Managing Director of Human Resources of the compensation adjustments that need to be implemented, as applicable, and shall cause the Managing Director of Human Resources to promptly prepare and process all the documentation necessary to implement the compensation determinations of the City Council as directed.

## **Division 2. LAND USE, ZONING, AND DEVELOPMENT PROCEDURES**

### **Section 1 Appeals from recommendations of the Plan Commission**

(A) Certain matters decided by the Plan Commission are subject to the right of appeal to the City Council. If an appealable decision is rendered by the Plan Commission, the Department of Planning shall notify the affected applicant of the decision in writing or by electronic communication. The notification shall advise the applicant that the applicant may file an appeal from the decision within the time provided in this policy.

(B) Subject to the provisions of the Garland Development Code, ~~A~~an applicant who is aggrieved by a decision of the Plan Commission may appeal to the City Council, if an appeal to the City Council is provided by the applicable ordinance, by filing a written notice of appeal. Unless a different procedure is specified in the Garland Development Code, ~~T~~he notice of appeal shall be filed not later than the time provided in the applicable ordinance for the filing of an appeal or, if no such time is provided by ordinance or other law, not later than fifteen days after the date of the Plan Commission decision being appealed. Upon receipt of a timely notice of appeal, the Director of Planning shall set the

matter for hearing with the City Council on the earliest available agenda setting.

**Section 2     Procedures and deadline for the filing of objections to zoning changes  
(the “20% rule”)**

(A)     Section 211.006, TEX. LOCAL GOV’T CODE provides that a proposed zoning change must receive the affirmative vote of not less than three-fourths of the members of the City Council if the change is protested by 20% or more of the owners of the area of the lots or land covered by the proposed change or the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area. That provision is generally referred to as the “20% rule”.

(B)     For purposes of clarity: (1) the area to be included in a calculation as to the applicability of the 20% rule is the 200 feet provided by State law, not the extended 400 foot notification area provided by the Garland Development Code; and (2) the 3/4 votes required means 6 affirmative votes, not merely 3/4 of the membership present and voting. For the latter reason, if less than all members of the City Council are present at a meeting on a zoning change in which the application of the 20% rule may be invoked, the City Council may postpone without further debate the hearing on the change.

(C)     A protest must be made in writing and timely received by the City in order to be included in the calculation whether the 20% rule has been invoked. A written protest must be filed by each protesting owner – inclusion of an owner’s name on a petition or other collective protest not actually signed by the owner or an authorized representative of the owner will not be counted in the calculation.

(D)     A protest will not be considered timely unless it has been submitted in writing prior to the close of public comments on the proposed change. A protest may be submitted by email or other electronic communication form recognized by the City for the receipt of official correspondence, but a protest so submitted must be received no later than noon on the day of the first public hearing at which the zoning change will be considered.

(E)     If a zoning change is approved by a majority of the City Council but nonetheless disapproved by operation of the 20% rule and a motion to reconsider has been granted, a new protest must be filed by the affected owner in order to invoke the 20% rule for the zoning change being reheard. If the zoning change is disapproved by a majority of the City Council regardless of the application of the 20% rule and a motion for reconsideration is granted, a written protest timely filed in the initial zoning change case will be carried over and applicable to the case on rehearing.

**Section 3     Reconsideration of zoning change denials**

(A) The applicant for a change in zoning may request the reconsideration of a denial of a change in zoning. A motion for reconsideration must be filed with the Director of Planning in writing. The motion must be filed before the close of business not more than five business days following the meeting at which the zoning change request was denied.

(B) The motion for reconsideration must demonstrate that new considerations not known or discoverable at the time of the original hearing constitute good cause for reconsidering the request. The following circumstances generally do not justify the granting of a motion to reconsider:

- (1) Failure of the applicant to appear at the hearing of the City Council at which the request was denied;
- (2) Failure of the applicant to be adequately prepared for presentation of the request to the City Council; or
- (3) Absence of one or more members of the City Council from the meeting at which the request was considered or denied.

Additionally, modifications of a request to address matters identified in the planning report for the zoning change request as reasons for a recommendation of denial are a disfavored basis of reconsideration. Nonetheless, the City Council retains the authority to review each motion for reconsideration on its merits in order to determine if a reconsideration of a request is in the best interest of the public.

(C) A request for reconsideration will be heard by the City Council at the next meeting immediately following the denial of the zoning change request. A motion to grant reconsideration may only be made by a member of the City Council who voted in favor of denial of the request. A motion to grant reconsideration may be seconded by any member of the City Council. A vote of not less than five members of the City Council then present is required to grant a motion for reconsideration. If a motion for reconsideration is granted, the case shall be re-advertised and placed on the next appropriate agenda of the City Council. A denial of a motion for reconsideration may include a motion to waive the ~~six month~~ one year rule ~~on provided in the Garland Development Code that prohibits the consideration of the re-filing of a~~ zoning change requests within one year of the denial of a request for a change in zoning for the affected tract of land. A denial of a change in zoning may also be made “without prejudice” to re-filing for the same purpose.

#### **Section 4 Citizen-initiated street name changes**

(A) Street name changes may be initiated either by the City or by citizen request. A street name change request initiated by citizen request will be considered only if 80% or more of the owners of property that will be directly affected by the street name change favor the request. A street name change request may be approved if the City Council determines that the change is in the public interest and that the name will not cause confusion, continuity or way-finding problems or otherwise adversely affect the public interest.

(B) A request to change a street name must be in writing. The application for a street name change must indicate the proposed name change, the limits (by block number) of the name change, and the reasons for the change in name. A fee of \$500 shall be submitted with the written application for change in name to cover the cost of reviewing the proposal. If an initial determination is made that the change in name will cause confusion, continuity or way-finding problems or otherwise adversely affects the public interest, the applicant(s) shall be notified by the City and the initial application fee shall be refunded. If the proposed name is not acceptable, the applicant(s) shall be given an opportunity to propose another name before the application is disapproved. If the proposed name change is recommended for consideration to the City Council, the applicant(s) shall pay an additional fee based upon the actual costs of research of and notification to addresses that will be directly affected by the proposed name change. If the proposed name change is recommended for consideration to the City Council, the applicant(s) must obtain the written approval (an adequately descriptive petition is acceptable) of at least 80% of the affected property owners.

(C) Upon confirming that written approval has been obtained from the requisite number of affected property owners and payment of estimated sign replacement costs by the applicant(s), a public hearing shall be held by the City Council to consider the proposed name change. A name change may be made only by ordinance. If the name change is disapproved, the estimated sign replacement costs shall be refunded to the applicant(s).

## **Section 5 Private streets**

(A) Private streets are an allowed option under the Garland Development Code. The private street option may be chosen in order to provide a means of limiting access into a development (for example, in private, gated communities), in order to maximize the amount of non-public area within a development, or for other development reasons. The City has no responsibility for any expenses related to the construction, maintenance or repair of a private street.

(B) In recognition of the possibility that a street constructed as a private street may eventually be, and occasionally are, after a period of time, turned over for public use as a

public street and to ensure that private streets are built to the same standards and quality of public streets, the following standards apply:

(1) A private street is not allowed within a development without the prior approval of the City Council either through zoning approval or by separate development agreement.

(2) A private street must be designed, constructed, and maintained in accordance with the standards for public streets of the type and capacity most like the proposed private street, including width, turning radii, pedestrian ways and sidewalks, street lighting, and utility facilities.

(3) Private streets are allowed only in residential developments. Streets within a commercial or industrial development must be public. If, however, access to the proposed street will be restricted (such as by gates or security personnel) the streets must be private. Limited access public streets are not allowed.

(4) The City is not responsible for the construction or maintenance of any aspect of a private street, including repairs or other maintenance. Accordingly, some perpetual funding source (such as an assessment-levying capable homeowners' association) for repairs must be provided for all maintenance of a private street.

(5) Only the City Council has authority to accept the public dedication of a street formerly constructed or used as a private street, and the City Council will only do so under the following conditions:

(a) The street meets all City requirements as to design and construction standards - upgrades to meet current City standards must be completed prior to the acceptance of the dedication;

(b) The area to be dedicated as a public street includes adequate room for sidewalks, street lighting, and utilities;

(c) The street provides adequate accessibility for emergency vehicles; and

(d) All gates and other limits to accessibility have been or will be removed without cost to the City prior to the acceptance of the dedication.

(C) Design plans for all proposed private streets shall be submitted for approval to the Department of Engineering in the same manner that plans for public streets are submitted.

Approval or disapproval by the Department of Engineering will be determined in reference to this policy. A request for a variance from the requirements of this policy must be submitted to the City Council for approval or disapproval.

## **Section 6 Additional public notification of City activities**

(A) In order to encourage public awareness of and participation in City matters, timely prior notification to the public must be given in addition to that contemplated by the Texas Open Meetings Act or other laws relating to specific notifications such as zoning changes, tax rates, and budget approval. This policy is intended to supplement the notifications required by law, including those contained in the Charter, the Code of Ordinances, and the Garland Development Code.

(B) The City shall endeavor to provide notice of the following matters at the earliest practical opportunity but, of course, no later than otherwise required by law:

- Adoption or amendment of the City's comprehensive plan
- Changes to the thoroughfare plan
- Changes to the City's municipal boundaries (whether by annexation or dis-annexation or by boundary adjustment agreement with another municipality)
- Changes to the City's territorial jurisdiction
- Amendments to the Garland Development Code
- Adoption or amendment of the annual City budget
- Adoption or amendment of the capital improvements budget
- Revisions to flood insurance rate maps and flood boundary-floodway maps affecting the City
- Special paving or drainage assessment projects

(C) In addition to posting, publication, and delivery of notice as required by law, the City shall endeavor to provide notice by mail, by email, or by other electronic delivery means to homeowners' associations and civic groups that have previously registered with the City Secretary for such purposes. An association or group must register in writing on a form or in a format provided by the City Secretary and shall provide at minimum a mailing address, an email address, and the phone number for the person designated to be the point of contact for the association or group.

## **Division 3. FINANCIAL AND FISCAL INTEGRITY PROCEDURES**

### **Section 1 Rotation of outside auditing firms for annual audits**

The City is required by Charter and State law to have performed annually an independent

audit of accounts and other financial transactions of the City by an outside auditor. The integrity and quality of the audit is of paramount concern to the City, to its citizens, and to those considering investments in or transactions with the City. The Audit Committee and staff shall review the outside audit each year to determine whether the City Council should consider a change in the firm conducting the outside audit or a change in the senior auditor in keeping with the goals stated in this policy.

## **Section 2 Financial policy; statement of investment strategy; statement of investment policy**

The City Council shall annually adopt, by resolution or minute action, a financial policy, a statement of investment strategy, and a statement of investment policy as required by and in conformance with State law.

## **Section 3 Detecting, investigating, and preventing fraud, waste, and abuse**

(A) For purposes of this section:

“Fraud” includes, without limitation:

- Forgery, alteration, or unauthorized negotiation or presentment of a check, warrant, bank draft, or any other financial document of the City or its affiliates including electronic transfer of funds
- Theft of City property, including money or other thing of value
- Misappropriation of City funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transaction
- Profiteering as a result of insider knowledge of City operations
- Disclosing to another for improper gain and without authorization any confidential or proprietary information of the City
- The receipt of kick-backs, bribes or improper gifts
- Sabotage or other acts of intentional damage to City resources, including improper access or damage to a City database

“Waste” means the loss or misuse of City resources that result from deficient practices, system controls or decisions. A non-exclusive example of waste includes a violation of the City’s non-idle policy, that is, waste of fuel by needlessly allowing a vehicle to idle.

“Abuse” means the intentional, wrongful or improper use of resources or misuse of rank, position or authority that causes the loss or misuse of City property or resources such as tools, vehicles, computers, fuel, or employee time. Non-exclusive examples of abuse include using City equipment or supplies to conduct personal business and using non-

confidential information to get new customers for an employee's outside business.

(B) The City Manager shall be primarily responsible for preventing and detecting fraud, waste, and abuse involving City employees. The City Manager shall require his managerial employees to be responsible for initiating preventive measures where appropriate, to be familiar with the types of improprieties that might occur within the managerial employee's area of responsibility, and to be alert for any indication of fraud, waste or abuse. The City Manager shall establish by directive rules for City employees regarding fraud, waste, and abuse consistent with the provisions of this policy. The directives shall apply to all employees of the City Manager and without regard to a suspected employee's length of service or position. The directives shall require that any employee who detects or suspects an incident of fraud, waste or abuse shall immediately report the same to the next higher level of supervision in the employee's chain of command. If the person in the next higher level of supervision is also suspected of fraud, waste or abuse, the employee shall report the fraud, waste or abuse to the Managing Director responsible for the department to which the employee is assigned. The directives shall allow an employee to by-pass the chain of command by reporting suspected fraud, waste or abuse to the hotline described below.

(C) The provisions of this policy apply to persons doing business with the City.

(D) The Internal Auditor shall establish and operate, with the cooperation of the City Manager, a "hotline" phone number or on-line intake system to which a person may anonymously report fraud, waste or abuse. A fraud, waste, and abuse hotline poster shall be developed by the City Manager and the Internal Auditor and shall be displayed at prominent locations throughout City buildings. The poster shall include information as to how an allegation may be reported through the hotline system.

(E) As a general rule, the Internal Auditor has primary responsibility to investigate allegations of fraud and the City Manager has primary responsibility to investigate allegations of waste and abuse. No definitive rule is established by this policy, however, due to the unique circumstances of any given case. Some allegations of fraud - the theft of minor office supplies, for example - while serious, are matters to be addressed through the City Manager for appropriate action. An allegation of abuse or waste, on the other hand, may involve a criminal offense or have such substantial consequences to the interests of the City that the Internal Auditor should have the primary responsibility for investigation. An allegation that relates to an employment dispute (disagreement with management decisions or style, workers compensation issues, claims of discrimination or workplace grievances and such) shall be referred to the Managing Director of Human Resources to be handled in accordance with controlling law and City policies. The City Manager, the Internal Auditor, and the City Attorney are directed to cooperate in determining the best means of protecting the City's interests.

(F) When the Internal Auditor receives an allegation of fraud, waste or abuse, the Internal Auditor shall:

- (1) Determine whether the Internal Auditor or the City Manager has primary responsibility over the allegation as provided in this policy and proceed accordingly;
- (2) If the Internal Auditor has primary responsibility, perform an initial investigation to determine whether the complaint alleges reasonable cause to continue with an investigation; and
- (3) If the complaint alleges a serious instance of fraud, waste or abuse under this policy, refer the complaint to the Fraud, Waste, and Abuse Committee (as described below) for further discussion and direction.

(G) The Fraud, Waste, and Abuse Committee consists of the Chair of the Audit Committee, the Internal Auditor, the City Manager, the City Attorney, and the Managing Director of Human Resources. The Chief of Police may be made a member of the committee if an allegation includes conduct that may constitute a crime or the standing committee may refer a matter to the Chief of Police for criminal investigation.

(H) The Internal Auditor, in coordination with the Fraud, Waste, and Abuse Committee, shall report serious incidents to the City Council either directly or through a report to the Audit Committee, which shall then report the matter to the City Council. The report generally should not include the names of persons involved in the incident. Minor or non-serious incidents are generally internal management issues and reports of such to the City Council are not appropriate. The director of the department in which the incident arose shall, however, provide a written report to the City Manager regarding what actions were taken in response and what corrective actions will be taken to prevent recurrences.

#### **Section 4 Qualifications for doing business with the City**

(A) For purposes of this policy, “person” includes: (1) an individual; (2) a majority owner or principal of a corporation, partnership, association, or limited liability company; (3) shareholders in a business entity with five or fewer shareholders; and (4) majority owned affiliates of the foregoing.

(B) It is the policy of the City Council that the City not engage in business with a person who has been convicted of any state or federal felony offense. The City shall not, except as provided in this policy, enter into or renew a contract to purchase, sell, or lease goods or services to or from any person who has been: (1) convicted of a state or federal felony;

or (2) convicted or fined in excess of \$50,000 on certain state or federal discrimination offenses. A conviction includes a probated sentence, a deferred adjudication, or similar disposition. Discrimination charges include only those brought for discrimination based on race, gender or religion.

(C) This policy does not apply when:

- (1) At least three years have elapsed between the conviction and the approval of the contract;
- (2) The contract does not require City Council approval;
- (3) Anything of value is paid or given to a person as an informant or participant in a crime stopper program; or
- (4) The City Council determines that application of this policy to a proposed contract would cause financial hardship to the City by its application (in which event the City Council may waive the application of this policy by the affirmative vote of not less than six members of the City Council).

(D) For bid applications that may result in a contract award by the City Council, the bidder shall include a certification in the offer that the bidder is not disqualified by the application of this policy.

#### **Division 4. STANDARD OPERATING PROCEDURES AND HOUSEKEEPING RULES**

##### **Section 1 National Night Out**

(A) National Night Out is an event recognized throughout the United States and Canada and held annually on the first Tuesday in August (October in Texas). It is designed to heighten crime and drug prevention awareness, generate support for and participation in local anti-crime programs, strengthen neighborhood spirit and police-community partnerships, and send a message to criminals letting them know that neighborhoods are organized and fighting back. Because the scheduled National Night Out often conflicts with the regularly scheduled first regular council meeting in October, a rescheduling of that meeting is necessary. Therefore, the first regular meeting of each October, normally held on the first Tuesday of the month, shall be rescheduled either to the first Monday of the month or to the second Tuesday of the month, when there are five Tuesdays in the month. The City Manager shall advise the City Council of scheduling options in order that the City Council may take action to reschedule the meeting not later than the second regular meeting

in September.

## **Section 2 Board and commission appointments**

(A) In April of every year, the City will, through the Garland City Press or similar distributions, include information for the public that explains the purpose and function of every board and commission appointed by the City Council. The information will solicit applications from interested citizens. Applications for appointment must be delivered to the City Secretary and shall be submitted on a form provided by the City Secretary for that purpose. Upon receipt of an application, the City Secretary shall check the applicant's qualifications against the requirements for appointment to the office for which appointment is sought. The deadline for submitting an application is July 1. Following the filing deadline, the City Secretary shall forward applications, including those submitted by incumbents who wish to be reappointed to a position, to the City Council for consideration. The City Council shall also be provided with an attendance report detailing the number of absences of each current board member for the preceding reporting period and a report on current vacancies.

(B) Councilmembers should review applications submitted for the position to be filled and select for nomination the person determined by the Councilmember to be most qualified for the position. Appointments will be made on nomination at the second regular meeting of the City Council in August.

## **Section 3 Assistance to non-profit organizations for special events**

(A) A non-profit organization that intends to sponsor a special event within the City may request in-kind (non-monetary) assistance from the City by submitting a written request to the City Manager. A request for assistance must be made for each event - standing or continuing requests are not allowed. A request for assistance must specify what benefits will accrue to the City as a result of the event and must specify with reasonable particularity what City services are being requested. A request for assistance must include a completed Special Events Assistance Program Application (see attached form). The request and application must be filed not less than 45 days prior to the date of the event. A request for assistance does not constitute an application for a special events permit under Chapter 30 of the Code of Ordinances unless so determined by the Building Official.

(B) In order to be approved, a request for assistance must meet the following criteria:

(1) The sponsoring organization must provide evidence that the organization is an established civic, cultural, educational, religious or service group that is nationally- or state- chartered and that its membership is open to all citizens of

Garland;

(2) The organization must provide proof of non-profit status under Section 501(c) of the Internal Revenue Code;

(3) The event must be of economic benefit to the community or contribute to the quality of life in Garland;

(4) An expense and revenue report for any previous year's event(s) must be included with the application;

(5) If the applicant has not previously obtained City assistance for the event, a projected expense and revenue report must be included with the application; and

(6) The event must be open for participation by the public.

(C) The City Manager may approve a request that meets the criteria established in this policy up to a maximum of \$5000.00 per event, within available budgeted funds. Requests shall generally be considered on a first-come, first approved basis.

(D) The amount, if any, to be made available for assistance under this policy will be determined by the City Council on an annual basis as part of the annual operating budget.

(E) The City Manager shall timely notify the City Council of any upcoming special events for which assistance under this policy has been approved.

#### **Section 4 City equipment provided to members of the City Council**

(A) The following items will be provided to members of the City Council:

(1) A laptop computer or tablet with wi-fi or other remote access capabilities;

(2) A building access/ID card;

(3) Business cards; and

(4) A cell phone or a cell phone stipend, payable monthly.

(B) The City Council shall annually budget sufficient funds to provide the items and expenses described in subsection (A). Ordering and delivery of equipment must be coordinated with the Office of the City Manager in order to insure consistency of equipment capabilities and cost control. Equipment problems shall be referred to the

Office of the City Manager. Each member of the City Council is responsible for promptly returning all City-provided equipment, access/ID cards, and keys (if any) to City facilities upon completion of the member's term of office. A Councilmember may, on completion of the member's term of office, purchase the laptop computer or tablet provided to that member for not less than fair market value if the device is considered obsolete and will be replaced by an upgraded device. Fair market value for the device will be determined by the City's IT department.

## **Section 5     Periodic Charter review**

The City Attorney shall periodically advise the City Council whether, due to changes in the law, a necessity exists for a change in the Charter. If the City Council determines that a change in the Charter should be considered, it shall timely appoint a Charter Review Committee in accordance with the Charter.

## **Section 6 Election day political sign moratorium**

(A) Traditionally, persons who support (or oppose) a candidate or a measure in an election often urge voters arriving at a polling place on election day to vote in the manner endorsed by those supporters through various means of electioneering, including personal contacts, and by displaying signs near the polling place. Under the City's general sign regulations, the placement of political signs on City property and streets is prohibited. This policy is intended to provide for a one-day moratorium on the placement of political signs at a polling place on the official date of an election.

(B) The City Manager is directed to hold in abeyance the enforcement of those provisions of the Code of Ordinances and the Garland Development Code for the premises of a polling place and the immediately adjoining, contiguous public street front of the polling place for a period commencing at 7:00 p.m. the day before the official date of an election and ending at 7:00 a.m., the day following the election. The abeyance provided hereby shall apply only to signs containing a political message and only applies if the sign: (a) is no larger than six square feet in area and weighs no more than one pound; (b) is mounted to the ground by means of a stake or stakes, a pedestal, or other temporary, ground mounted, self-supporting means; and (c) does not encroach on the distance barrier prescribed by Sec. 63.100, Texas Election Code.

(C) Nothing contained in this policy shall be construed as allowing the placement or attachment of any sign on any tree, pole, building or other sign or damaging in any manner any City property. This policy is not intended to limit in any manner the authority of the State or election officials regarding electioneering and the placement of signs, and this policy does not require the owner of a polling place not owned by the City to allow the placement of signs on that property. No sign may be placed so as to encroach upon or obstruct any street, driveway, parking space, fire lane, sidewalk or pathway.

(D) If the sign contains a political message, this policy applies, and the City Manager does not have discretion to determine whether the viewpoint expressed on the sign falls within or without the moratorium authorized by this policy. No member of the City Council shall demand that a sign be removed or that any provision of the City's sign regulations otherwise be enforced with respect to any political sign covered by this policy.

## **Division 5. CEREMONIAL AND HONORARY PROCEDURES**

### **Section 1 Building dedication plaques**

Dedication plaques may be placed on new City buildings, City buildings that have undergone major rehabilitation, and on other major capital improvement projects. The

dedication plaques, if commemorating members of the City Council, shall include only the names of the mayor and the members of the city council who initially approved the project. The names of members of the City Council who approved preliminary matters (such as the capital improvements plan) or subsequent matters (such as change orders) need not be included.

## **Section 2     Outgoing appreciation commemoratives**

(A)    The City shall recognize the service of outgoing members of the City Council by presenting the member with a City flag and a commemorative memento that displays the City of Garland seal and the name and years of service of the Councilmember. An example is attached. The design and form of the memento shall be coordinated through the Office of the City Manager in order to provide consistency and cost control. The City Council shall budget funds necessary and appropriate for such purposes.

(B)    In recognition of the services provided by the citizens who serve as appointees to boards and commissions, the City Council shall budget for an annual appreciation function to be held in the Fall for all members of boards and commissions who have served during the preceding year. At that time, members who are retiring will be presented with a commemorative recognition of appreciation for service to the City in a form provided by the City Manager.

## **Section 3     Ceremonial documents**

Certain ceremonial documents may be issued by the Mayor including proclamations, special recognitions, resolutions of honor, honorary citizenships, and official greetings. A member of the City Council may request the preparation of certificates of appreciation for presentation to citizens who the Councilmember wishes to recognize for outstanding service to Garland. All requests for ceremonial documents shall be made in writing to the Office of the Mayor. The request shall describe the occasion or person to be commemorated, the value of that person or occasion to Garland, and how the proposed commemoration relates to the citizens of Garland. The Mayor shall determine whether to approve the request and, if approved, what form of commemoration will be given and whether the commemoration will be presented at a meeting of the City Council.

## **Section 4     Meritorious service awards**

On occasion, a citizen or employee of the City may perform an act of heroism or provide service to the citizens of Garland beyond the call of duty. The City Council may recognize such acts and service by issuing a City Council “Medal of Honor” to deserving recipients. A nomination for the award of a meritorious service award may be submitted to the City

Council by any member or, if the nomination is made by a citizen, by forwarding the nomination to the Mayor.

## **Division 6. COUNCIL DIRECTIVES TO MANAGEMENT**

### **Section 1 Public use of City Hall**

The City Manager shall develop a program to allow for the use of the Council Chambers and the 1st Floor meeting rooms in City Hall by non-profit groups. The program shall be consistent with current security protocols and shall recognize the public use of City Hall for public business as paramount.

### **Section 2 Compensation of City employees**

It is the policy of the City Council that, within the City's financial and budgetary limits, all City employees will be compensated at a level that is competitive with the compensation paid to employees within the City's employment market area. The City Manager is directed to have annual compensation surveys conducted within the City's employment market area to determine whether employment compensation for City employees is competitive for such purposes, and to perform occasional job evaluations to determine what compensation adjustments should be made for persons already employed by the City.

### **Section 3 Homeowner's association by-law review**

Some homeowners' associations within the City must submit the by-laws (or amendments to the bylaws) of the association to the City for review and approval. The City Manager shall designate a department for such purposes and shall cause the review to be limited to a determination whether the proposed bylaws, including any proposed amendment, adequately provides a source of funds and a means of obtaining those funds (such as through mandatory homeowners' association assessments) to pay for the upkeep, repair, and maintenance of any improvements owned by the association including public improvements such as screening walls, subdivision entry features, and the like.

### **Section 4 Right of way acquisition and waiver of special assessments**

The City Manager is hereby authorized to offer, in exchange for a dedication of right of way necessary for the completion of a street improvement project, the waiver of special assessments that will or may be assessed against the owners of real property that abuts the project.

## **Section 5     Restrictions on the representation of third-parties by former City employees (“revolving door policy”)**

A former employee of the City who was employed as a departmental director, managing director, senior managing director, or as the City Manager may not make any communication to or appearance before the City Council before the second anniversary of the date the former employee ceased to be employed by the City if the communication or appearance is made: (1) with the intent to influence the City Council; (2) is made or done on behalf of any person other than the former employee in an individual capacity, and; (3) is made or done in connection with any matter on which the former employee seeks official action.

## **Section 6     “Over-hiring” of civil-service positions for police and fire**

The City Council recognizes that, when a vacancy occurs in an entry-level civil service position, the process of recruiting and training a replacement may take more than a year. Due to the time lag, the rigors of training, and other factors beyond the City’s control, a class of potential recruits may decrease in size by half or more during the recruitment and training process. The City Council also recognizes that the expected vacancy rate for the Police and Fire departments can be reasonably calculated. It is the desire of the City Council that staffing of civil service positions remain as close as possible to 100% of authorized strength. Accordingly, the City Manager is authorized to estimate the potential vacancies within the Police and Fire departments that are reasonably likely to occur within the future and, based on that estimate, hire a sufficient number of recruits for those positions so that, accounting for anticipated and historical attrition rates, the staffing level of civil service positions will likely be as close as possible to 100% of authorized strength.

## **Section 7     Doing business with delinquent account holders**

It is the policy of the City Council that the City not do business with a person (including a business entity of any sort) who is delinquent on an account to the City. Examples of delinquent accounts include taxes, impact fees, special assessments, utility bills, and EMS fees. The City Manager shall cause the affected departments within the City (including Purchasing, Engineering, Planning, and GP&L) to be provided with sufficient information to enforce the provisions of this policy.

## **Section 8     Payroll deductions under Sec. 141.008, TEX. LOCAL GOV’T CODE**

Membership dues payable to a bona fide employee’s association named by a requesting employee may be deducted from the requesting employee’s salary or wages provided that: (1) the requesting employee is an active, full-time employee; (2) participation by the

requesting employee in the payroll deduction program is voluntary; (3) the requesting employee submits to the City a written request stating the amount to be deducted each month from the employee's salary or wages; and (4) the written request specifies the employees' association to which the deducted funds will be transferred. The City is under no obligation to incur any expense in the administration of an employee payroll deduction program.

**ATTACHMENTS:**

Council Committee Interest Form

Special Events Assistance Program Application