GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
November 5, 2018
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. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

2. Written Briefings:

a. City Council Committees - Pending Items List

The Pending Items List for the Council Committees is being provided quarterly for Council's review.

b. TxDOT Impaired Driving Mobilization (IDM) Grant 2019

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) - Selective Traffic Enforcement Program (STEP) - Impaired Driving Mobilization (IDM) Grant. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

c. Proposed Modification of Single Stream Recyclable Materials Transport, Processing and Marketing Agreement

Council is requested to consider the proposed modification to Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City of Garland (City) and Fomento de Construcciones y Contratas, Inc. (FCC) due to decreased recyclables commodity values and increased operational costs. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

d. Bond Refunding - Water and Sewer Utility System

Council is requested to consider refunding approximately $10.5 million of Water and Sewer System Revenue Bonds, Series 2009 with Water and Sewer System Revenue Refunding Bonds. The purpose of this transaction is to refund existing Water and Sewer fixed rate debt with new Water and Sewer fixed rate debt to reduce debt service. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

e. Bond Refunding - General Obligation

Council is requested to consider refunding approximately $13.7 million of Combination Tax and Revenue Certificates of Obligations, Series 2009 and approximately $38.2 million of General Obligation Refunding Bonds, Series 2011A and Series 2011B with General Obligation Refunding Bonds. The purpose of this transaction is to refund existing Certificates of Obligation and existing General Obligation bonds with new General Obligation fixed rate bonds to reduce debt service. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

f. Investment Portfolio Summary

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

g. Purchase of Single Family Property located at 2209 Sharon Drive

Council is requested to approve the purchase of the single family property located at 2209 Sharon Drive for $115,000.00. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

h. 2018 Homeland Security Grant Program (HSGP) Application Resolution

Council is requested to approve a resolution to support the 2018 Homeland Security Grant Program (HSGP) application. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

3. Verbal Briefings:

a. DART Update

Council will be updated on DART's services, activities, programs and projects within Garland.

b. Update on Progress and Implementation of Proposed 2019 Bond Referendum

Representatives from Kimley-Horn and City Staff will provide an update to the Council regarding public input, community meetings, anticipated timelines and other information related to the proposed 2019 Bond Program.

c. Mandatory Spay & Neuter Ordinance

At the request of Council Member Deborah Morris and Council Member Robert John Smith, staff will provide information on mandatory spay & neuter ordinances adopted by other jurisdictions.

d. Consider adopting a legislative program for the 2019 session of the Texas Legislature

The next session of the Texas Legislature will commence in January 2019. Traditionally, the City Council has adopted a general program of broadly-described policy positions regarding matters it desires to support or oppose in the session. Council is requested to consider and provide, in broad terms, what particular legislative policy positions, if any, it would like to establish for the upcoming Legislative Session.

e. Street Department Construction Program Update

The Director of the Street Department will provide an update to the City Council on the status of the Street Department's infrastructure construction program.

f. Council Member Robert Vera's Briefing on TEX-21

Council Member Robert Vera will provide Council with a briefing of his trip to California to attend TEX-21.

4. Discuss Appointments to Boards and Commissions

Council Member Robert John Smith

- Jim Hope - Senior Citizen's Advisory Committee

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

EXECUTIVE SESSION AGENDA

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:

The City Council will adjourn into executive session pursuant to Sec. 551.071, of the Texas Government Code to deliberate pending or 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 regarding possible options for collecting expenditures not properly authorized pursuant to Council policy.

7. Adjourn

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **2.a.**

Meeting Date: November 5, 2018

Item Title: City Council Committees - Pending Items List

Summary of Request/Problem

The Pending Items List for the Council Committees is being provided quarterly for Council's review.

Recommendation/Action Requested and Justification

Information only.

Attachments

Administrative Services - Pending Items List

Community Services Committee - Pending Items List

Public Safety Committee - Pending Items List

Transportation Infrastructure & Mobility Committee

Administrative Services Committee
Pending Items List

Robert Smith, Chair
Rich Aubin
Jim Bookhout
René Dowl, Staff Liaison

Item	Assigned by Council	Discussed by Committee	Reported to Council
1. Combining Electrical/Plumbing and Building/Fire Boards	06-19-17	09-19-17	Adopted Ord. 6952 Unified Building Standards Commission 1-16-18
2. . City taxes assessed on seniors	11-02-16	08-21-18; 09-04-18	Ord to full Council for Discussion (09-04-18)
3. Remote Attendance	07-09-18	08-21-18; 09-04-18; 10-11-18	
4. All Boards and Commissions Meeting to be held at City Hall	07-09-18	08-21-18; 09-04-18; 10-11-18	
5. Review of the Women's Building	08-15-18	08-21-18; No action 09-04-18	
6. C2W Review (Aubin/Smith 2nd)	08-20-18	09-04-18; 10-11-18	
7. Study OPEB Unfunded Liability compared to 13 peer cities	08-20-18		
8. Continuity of Government	09-04-18		

October 2018 - Updated

Community Services Committee
Pending Items List

Robert Vera, Chair
Scott LeMay
Deborah Snyder Morris
Kevin Slay, Staff Liaison

Item	Assigned by Council	Discussed by Committee	Reported to Council
1. Short Term Property Rentals	6-18-18	10-01-18	
2. Discuss Trash and Debris Associated with Tenant Vacancies	9-4-18	10-01-18	
3. Review of Neighborhood Vitality Grant Projects			

Updated Wednesday, October 31, 2018

Garland City Council - Public Safety Committee
Pending Items List

Chairman Scott LeMay - District 7
Jim Bookhout – District 4
Robert Vera - District 6
Mitch Bates, Chief of Police, Staff Liaison

Item (Requested by)	Assigned by Council	Discussed by Committee	Reported to Council
1. Review of Safelight Program Policies & Procedures (Robert J. Smith/B. J. Williams)	11/06/2017	02/05/2018 04/02/2018 09/18/2018 Pending	03/19/2018 10/01/2018 Pending
2. Review of commercial vehicles parked in residential areas overnight (B. J. Williams/Anita Goebel)	01/08/2018	04/02/2018 08/20/2018 09/18/2018 Pending	07/09/2018 10/01/2018 10/15/2018 Pending
3. Review Share-Bike Drops (B. J. Williams/Scott LeMay)	02/20/2018	04/02/2018 08/20/2018 09/18/2018 Pending	07/09/2018 10/01/2018 10/15/2018 Pending
4. Parking restrictions in residential neighborhoods – review of ordinances and programs used in other cities (Morris/Nickerson)	08/15/2018	09/18/2018 Pending	10/01/2018 Pending
5. Review potential regulation of motorized scooters	08/20/2018	09/18/2018 Pending	10/01/2018 10/15/2018 Pending

Updated: 10/31/18

Transportation Infrastructure & Mobility Committee
Pending Items List

Rich Aubin, Chair - District 5
Jerry Nickerson - District 3
Robert John Smith - District 8
John Baker, Staff Liaison

Item	Assigned by Council	Discussed by Committee	Reported to Council
1. Sidewalk Study (study of current sidewalk policies, programs & funding) – Scope expanded to consider alleys	07/09/2018; expanded 9/7/2018		
2. Presentation on the TxDOT design of the frontage roads on I-30 including the Bass Pro exit ramp	08/20/2018	08/29/2018	
3. I-30 Corridor Expansion from Bass Pro Drive to IH 635	08/20/2018		
4. Update on SH190 expansion to south of I-30	08/20/2018	Delayed by TxDOT	
5. IH635 Exit Ramp @ Shiloh	08/20/2018	08/209/2018	09/04/2018
6. SH78 Realignment	08/20/2018	09/17/2018	
7.Host Regional Quarterly Meeting for TEX-21	08/20/2018	08/29/2018/	09/04/2018
8. Review of Speed Hump Policy	08/20/2018		
9. PCI potential improvements (Lidar)	08/20/2018		
10. Street Department Public Information and Engagement / Real-time data	08/20/2018		
11. Asphalt Plant Public/Private Partnership	08/20/2018	10/16/2018	
12. Pothole repair program	08/20/2018	10/16/2018	
13. Update on 635 East Project RFQ – Present at September	08/20/2018		10/01/2018

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.b.**

Meeting Date: November 5, 2018
Item Title: TxDOT Impaired Driving Mobilization (IDM) Grant 2019
Submitted By: Mitch Bates, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE
Council is requested to consider accepting a Texas Department of Transportation (TxDOT) – Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant.

OPTIONS
1. Accept TxDOT STEP Grant Funding. If the City Council concurs, the City Manager will execute the contracts
2. Do not accept TxDOT STEP Grant Funding

RECOMMENDATION
Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

BACKGROUND
The Garland Police Department has partnered with The Texas Department of Transportation (TxDOT) for many years by participating in STEP enforcement grants. The purpose of this grant is to save lives and reduce motor vehicle accidents and related injuries by aggressively enforcing the laws of the State of Texas associated with Driving While Intoxicated (DWI) and Driving Under the Influence by Minor (DUI). Enforcement efforts will be focused throughout the City of Garland.

The enforcement activities will also be supplemented by additional public information and education campaigns conducted during the enforcement periods.

CONSIDERATION
The grant for the FY 2018-2019 is in the amount of $15,045.32. If accepted, TxDOT will reimburse the City of Garland $9,831.75. The grant requires the City to provide $5,213.57 in matching funds. This will be accomplished in part through fringe benefits expenditures, indirect costs, and administrative time spent on grant related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Attachments

2019 IDM Grant

Texas Traffic Safety eGrants

Fiscal Year 2019

Organization Name: City of Garland - Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Impaired Driving Mobilization

ID: 2019-GarlandPD-IDM-00002

Period: 12/10/2018 to 09/30/2019

Select a County: Dallas County - Dallas District

Select a Political District Served (View a map):

U.S. Congress*	Congressional District 3 Congressional District 4 Congressional District 5 Congressional District 32
Texas Senate*	Texas Senate District 2 Texas Senate District 8 Texas Senate District 16
Texas House*	Texas House of Representatives District 33 Texas House of Representatives District 67 Texas House of Representatives District 102 Texas House of Representatives District 107 Texas House of Representatives District 112 Texas House of Representatives District 113 Texas House of Representatives District 114

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non- discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub- contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:
i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY______."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non- domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Goals and Strategies

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.

Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

Jurisdictional average annual DWI/DUI KA crashes	16
Enforcement activities to reduce total DWI/DUI KA crashes during this fiscal year to	15
Total Enforcement Hours to be worked during Christmas/New Years	8
Total Enforcement Hours to be worked during Spring Break:	8
Total Enforcement Hours to be worked during Independence Day:	8
Total Enforcement Hours to be worked during Labor Day:	9

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements	
a. Number of Performance Reports to be submitted	4
b. Number of Requests for Reimbursement to be submitted	4
2. Support Grant efforts with a public information and education (PI&E) program	
a. Conduct a minimum of one (1) presentation for each DWI operation period	4
b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period.	8
c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period	1
d. Produce the following number of public information and education materials if applicable.	0
e. Distribute the following number of public information and education materials if applicable.	300

OPERATIONAL PLAN

Zone Name :	Zone 2
Zone Location :	2500-4000 block of W Miller (North) west City Limits between W Miller Rd and I635 (West) 1900 S Shiloh Rd south to I635 (East) 10800 - 11200 Block I635 (South)
Zone Hours :	6 PM -6 AM, Monday-Sunday during established enforcement periods.
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/835987-ZONE2.pdf

OPERATIONAL PLAN

Zone Name :	Zone 3
Zone Location :	100 E Kingsley Rd - 3500 W Kingsley Rd (North) 3000 S First St - 3700 S First St (East) 100 E Centerville Rd - 1300 W Centerville Rd (Southeast) 11300 - 13000 block I625 (South) 3400 S Jupiter Rd - 3800 S Jupiter Rd (West)
Zone Hours :	6 PM -6 AM, Monday-Sunday during established enforcement periods.
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/835988-ZONE3.pdf

OPERATIONAL PLAN

Zone Name :	Zone 5
Zone Location :	1700 E I30 - 500 W I30 (South) 5600 Broadway Blvd - 6200 Broadway Blvd (West) 500 Rowlett Rd - 2500 Rowlett Rd (North) Shoreline City Limits (East)
Zone Hours :	6 PM -6 AM, Monday-Sunday during established enforcement periods.
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/835989-ZONE5.pdf

General Information

Project Title	STEP - Impaired Driving Mobilization
Project Description	To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign
How many years has your organization received funding for this project?	This will be our fifth or more year.

STEP Enforcement Mileage

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each
vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	1201532	$30,355.00	4	$11,503.87	$2,291.40	21943	$0.97
Vehicle 2	1201605	$34,503.08	4	$16,051.86	$3,454.50	26796	$1.05
Vehicle 3	1201609	$34,503.08	4	$16,478.63	$3,403.40	27057	$1.05
Vehicle 4	1201612	$34,503.08	4	$11,273.05	$4,940.40	43608	$0.57
Vehicle 5	1201615	$34,503.08	4	$14,258.05	$4,780.70	42223	$0.66
			Average Operational Cost of the Vehicle Per Mile				$0.86
				Number of Miles Proposed			
					1440	**TOTAL**	$1,238.40

	Amount	Percentages

TxDOT	$0	0.00%
Match	$1,238.40	100.00%
Total		$1,238.40

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$9,831.75	$2,398.00	$12,229.75
(200)	Fringe Benefits	$0	$1,577.17	$1,577.17
	Category I Sub-Total	$9,831.75	$3,975.17	$13,806.92
Category II - Other Direct Costs				
(300)	Travel	$0	$1,238.40	$1,238.40
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$1,238.40	$1,238.40
Total Direct Costs		$9,831.75	$5,213.57	$15,045.32
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$9,831.75	$3,975.17	$13,806.92
	Total Direct Costs	$0	$1,238.40	$1,238.40
	Total Indirect Costs	$0	$0	$0
Grand Total		$9,831.75	$5,213.57	$15,045.32
	Fund Sources	65.35%	34.65%	

Operational Plan

X I agree to the following

Comments:

Site Description	**Jurisdiction Wide**
	Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign	December 12, 2017 - December 14, 2017
Enforcement Period	December 15, 2017 - December 31, 2017
Post-Media Campaign	January 4, 2018 - January 6, 2018

Spring Break Wave

Pre-Media Campaign	February 26, 2018 - February 28, 2018
Enforcement Period	March 1, 2018 - March 19, 2018
Post-Media Campaign	March 23, 2018 - March 25, 2018

Independence Day Wave

Pre-Media Campaign	June 25, 2018 - June 27, 2018
Enforcement Period	June 28, 2018 - July 15, 2018

Post-Media Campaign	July 19, 2018 - July 21, 2018

Labor Day Crackdown

Pre-Media Campaign	August 14, 2018 - August 16, 2018
Enforcement Period	August 17, 2018 - September 3, 2018
Post-Media Campaign	September 7, 2018 - September 9, 2018

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Post-Media Efforts After Enforcement Periods:	Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

GARLAND
POLICY REPORT

City Council Work Session Agenda		**2.c.**
Meeting Date:	November 5, 2018	
Item Title:	Proposed Modification of Single Stream Recyclable Materials Transport, Processing and Marketing Agreement	
Submitted By:	Lonnie Banks, Managing Director	
Strategic Focus Areas:	Reliable, Cost Efficient Utility Services	

ISSUE
Proposed modification to Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City of Garland (City) and Fomento de Construcciones y Contratas, Inc. (FCC) due to decreased recyclables commodity values and increased operational costs.

OPTIONS
1. Modify Single Stream Recyclable Materials Transport, Processing and Marketing Agreement between the City and FCC authorizing the City Manager to initiate payments to FCC for transporting recyclables materials.
2. Issue new Request for Proposals (RFP) from vendors to provide Single Stream Recyclable Materials Transport, Processing and Marketing Services.

RECOMMENDATION
Staff recommends Option 1. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

BACKGROUND
The City utilizes a third party to transport, process and market the recyclable materials that are gathered through typical city-wide EWS routes. In April 2017, the City and FCC entered into an Agreement for Single Stream Recyclables Materials Transport, Processing and Marketing Services. The initial term of this Agreement was for a one year period and may be extended for up to four (4) additional one year renewal periods. A renewal may be accepted or rejected by either party. Currently, the City and FCC are engaged in the second year Agreement renewal period. FCC transports recyclables from the City's Recycling Drop-Off Center to their Materials Recovery Facility (MRF) in Dallas, Texas where the materials are processed and sold.

Under contract, the City pays for the transportation of recyclables via roll-off containers at a cost of $199.41 per haul (Transportation Fee). The City also pays a Processing Fee of $77.52 per ton. In return, the City receives a share in any remaining revenue from the sale of processed recyclables after these Transportation and and Processing Fees are applied. The City receives 60 percent of the Net Revenue for its Revenue Share. A key provision of the Agreement is that negative amounts accrue and are applied to future positive cash flows, <u>but the City will not owe any negative accrued amounts to FCC at the end of the Agreement.</u>

Over a 12 month period from October 2017 – September 2018, total/gross revenue from the sale of commodities was $976,581.75. Processing Fees totaled $923,883.79 and Transportation Fees were $248,454.64. While Net Revenue totaled negative ($205,756.68), the City did not make any payments to FCC due to the provision in the Agreement as aforementioned.

Since the contract was signed, the global and national recycling markets have become turbulent and difficult to manage. The primary result is a large surplus of recycling materials on the market, which result in unsustainable losses for recyclers like FCC. In September 2018, FCC communicated to the City that the current Agreement needed to be modified due to decreased recyclable commodity values as well as increased processing fees caused by higher quality standards, labor costs and other related operating costs. FCC further stated that if the City did not agree to one of the following proposed options, FCC would not agree to a third year Agreement renewal period scheduled to begin April 2019. FCC can prohibit the City from exercising an optional third year Agreement renewal period by providing a written notice six months prior to the third year Agreement renewal period. In October 2018, the City and FCC agreed to change the six month notification period to five months, in order to provide sufficient time for the City to consider its options. FCC's has proposed four options to modify the current Agreement:

Option	Description
1. Remove Limitation on City's Payment	• City would be responsible for any negative revenue for the given month
2. Keep Limitation on City's Payment for Processing only with City to pay Transport services	• City would be responsible for the Transportation Fee but would not pay for negative amounts for processing
3. Negative revenue compensated in a landfill credit or reduced tipping fee	• City to issue FCC a landfill credit or reduce tipping fee on monthly basis • No direct financial impact, but value of landfill space is expected to significantly increase over time
4. Any combination of above options	• This option was provided as a potential consideration, but did not include a specific proposal

The City retained Burns & McDonnell's solid waste and recycling consultants to advise the City on the options presented by FCC. Burns & McDonnell previously advised the City of Garland and multiple other cities in the DFW Metroplex on their recycling processing agreements. Burns & McDonnell evaluated how the options proposed by FCC would compare to the City's current agreement, as well as to agreements between other cities in the DFW Metroplex and recycling processors.

Utilizing commodity pricing, material composition and tonnage data from October 2017 – September 2018, Burns & McDonnell evaluated how options 1 and 2 would compare to the current Agreement. Options 3 and 4 were not evaluated since they did not include a specific financial proposal. Since the financial formula between the City and FCC is partially based on commodity pricing, the range of values for options 1 and 2 varies. The following table compares options 1 and 2. While Option 1 would have been a lower cost to the City over the past 12 months, there is less financial risk to the City with Option 2 since the City would only have to pay for transportation costs when processing fees exceed revenues from the sale of recyclables.

Option 1	**Option 2**
• Compared to Option 2, slightly higher net revenue to the City when commodity pricing is higher • No limit on the amount that the City would owe to FCC should costs exceed revenue • Annual cost would have been $205,000 over the past 12 months	• Compared to Option 1, slightly lower net revenue to the City when commodity pricing is higher • Limits the annual amount that the City would pay to the cost of transportation (approximately $225,000 over the past 12 months)

CONSIDERATION

Due to their experience in working with similar contracts in the Metroplex, it is the opinion of Burns & McDonnell that the Processing Fee and Revenue Share percentage offered by FCC are better than what might be realized in ending the current agreement with FCC and undergoing a new RFP process. Burns & McDonnell concluded that it is reasonable for FCC to charge the City a specific fee for transporting recyclables and that there would not be a cost savings for the City to transport materials using City resources. In addition, it is in the best interest of the City to accept FCC's proposed Option 2 to modify current agreement because there is less financial risk to the City.

The financial impact for paying FCC to transport recyclables materials will be absorbed by Environmental Waste Services (EWS) Fund Balance. An EWS residential collection rate increase of approximately .30 cents a month is anticipated for fiscal year 2019-20 to continue paying FCC's transportation costs.

Staff will continue to monitor the Recyclables Market and evaluate our contract with FCC.

Attachments

Single Stream Recyclable Materials Transport, Processing and Marketing Agreement Between City of Garland (City) and Fomento de Construcciones y Contratas, inc. (FCC)

RESOLUTION NO. 10273

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SINGLE-STREAM RECYCLABLE MATERIALS TRANSPORT, PROCESSING, AND MAKETING AGREEMENT WITH FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to execute a single-stream recyclable materials transport, processing and marketing agreement with Fomento de Construcciones y Contratas, INC, in substantially the form and substance as attached hereto as Exhibit "A" and incorporated herein.

Section 2

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

PASSED AND APPROVED this the 7th day of February, 2017.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

SINGLE-STREAM RECYCLABLE MATERIALS TRANSPORT, PROCESSING, AND MARKETING AGREEMENT BETWEEN CITY OF GARLAND AND FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC

This Agreement (the "Agreement") is made and entered into this ________ day of ___________, 2017 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 Fomento de Construcciones y Contratas, INC., a Spanish corporation authorized to transact business in this state (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, City issued Request for Proposal No. #685-16 seeking proposals for the Transport, Processing, and Marketing of Single-Stream Program Recyclable Materials Collected 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 Single-Stream 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 EWS Managing Director, or his or her designee or designees, or such other person(s) designated by 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 period, that relates to or affects City, Contractor, or the performance by a Party of its obligations hereunder.
(c) **Business Day** means any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Agreement.
(d) **City** means the City of Garland, Texas.
(e) **Collect or Collection** means the act of removing Single-Stream Program Recyclable Materials from the generator for delivery by EWS to the Drop-Off Recycling Center or Recycling Facility.
(f) **Commencement Date** means the 3rd day of April, 2017, the date Contractor is to begin providing services required by this Agreement.
(g) **Compactor** means a stationary hydraulic mechanism provided by Contractor with a minimum capacity of six and one half (6.5) cubic yards designed to compress materials by a minimum ratio of 4:1 prior to placement in the attached Container.
(h) **Container** means fully enclosed receptacle provided by Contractor with a capacity of forty (40) cubic yards designed to attach to the Compactor.
(i) **Contamination** means material or substance on or contained in Program Recyclable Materials other than Recyclable Materials accepted at the Recycling Facility.

(j) **Contractor** means the name of the potential contractor providing Single-Stream Recyclable Materials Transport, Processing, and Marketing Services.

(k) **Contractor's Representative** means the employee designated by Contractor as in charge of Contractor's operations and who is authorized to make decisions and act on Contractor's behalf as to the Agreement.

(l) **Dispose** or **Disposal** means the deposit of any material at a disposal site authorized by the State to manage such waste and shall meet all local, State, and federal requirements.

(m) **Drop-Off Recycling Center** means the City operated facility located at 1426 Commerce Street, Garland, Texas, where Program Recyclable Materials are temporarily stored.

(n) **Effective Date** means the date set forth in the first sentence of this Agreement.

(o) **Load** means all materials from a Container or a Collection vehicle hauled to and unloaded at the Recycling Facility.

(p) **Marketing** means identification and development of end markets for Recovered Materials and the selling of Recovered Materials to end markets.

(q) **Party** means Contractor or City.

(r) **Process, Processed** or **Processing** means the recovery of Recyclable Materials from solid waste and treatment into Recovered Materials and marketing to end markets.

(s) **Program Recyclable Materials** means Single-Stream Collection of the following:

  i. <u>Paper Products</u>: cardboard, magazines, catalogs, office paper, newspaper, paperboard like paper towel rolls, chipboard, phone books, junk mail, and shredded paper in clear bags.

  ii. <u>Plastics:</u> Plastic bottles and containers with #1 - #7 resin code, rigid plastics that will fit in the cart with lid closed; plastic tubs and buckets, plastic toys, plastic hangers, nursery pots, laundry baskets, etc.

  iii. <u>Metal Containers:</u> Food, beverage and soft drink cans made of tin, steel aluminum or bi-metal; empty aerosol cans; all metal cooking pots, pans and utensils.

  iv. <u>Glass Containers:</u> all colors of glass bottles, jars and containers.

(t) **Public Education and Outreach Contribution** means an annual financial assistance provided by Contractor to City for Public Education and Outreach including flyers, brochures, giveaways, advertisements, environmental events and other Public Education and Outreach.

(u) **Recovered Materials** means Recyclable Materials which have been processed to market specifications.

(v) **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.

(w) **Recycling** means a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products.

(x) **Recycling Facility** means the facility owned and operated by Contractor where recyclable materials are processed into Recovered Materials.

(y) **Recyclable Revenue Share** means the portion of revenues from the sale of Recovered Materials that is payable to the City.

(z) **Residuals** means material accepted at Recycling Facility that is not captured by the Processing equipment for Marketing.

(aa) **Single-Stream** means Recyclable Materials that are commingled and that do not require the generator to subdivide the Recyclable Materials prior to Collection.

(bb) **Transport** means but is not limited to the hauling of materials via Containers from the Drop-Off Recycling Center to the Recycling Facility under this Agreement.

(cc) **Ton** shall mean a unit of weight equal to 2,000 pounds.

(dd) **Unaccepted Load** means a Load that is designated by Contractor and agreed to by City as an Unaccepted Load in accordance with the Agreement.

Section 2. **Effective Date and Agreement Term.**

(a) **Effective Date.** Except as otherwise provided for herein, the obligations of the Parties shall take effect on the Effective Date.

(b) **Agreement Term.** Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall commence on the 3rd day of April 2017 and shall remain in full force for a period of one (1) year from the Commencement Date (the "Term"). The term of this Agreement may be extended for up to four (4) additional one year renewal periods. Contractor may prohibit City from exercising an optional renewal period by providing written notice to the Agreement Administrator of Contractor's election to reject a renewal on or before six (6) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement prohibiting City from exercising the optional renewal term. City may upon written notice to Contractor not later than one hundred twenty (120) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement exercise such optional renewal term by such notice. If City does not provide written notice to Contractor as required herein, the Agreement shall expire at the scheduled date of expiration of the then current initial term or renewal period unless agreed upon otherwise by both Parties in writing.

Section 3. **City's Duties.** During the Agreement Term the City shall allow Contractor access as necessary during normal business hours to the Drop-Off Recycling Center in order to Transport Containers from the Drop-Off Recycling Center to the Recycling Facility in accordance with this Agreement. Contractor will promptly notify the City and afford City employees at the Drop-Off Recycling Center a reasonable opportunity to provide the required access. 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. **Contractor's Duties**

(a) **General Responsibilities.** Contractor shall accept Program Recyclable Materials Collected by EWS. 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) **Transport, Processing, and Marketing Services.**

i. **Transport Services**. Contractor shall Transport all Containers with materials from Drop-Off Recycling Center to the Recycling Facility. Contractor shall provide Transport services as to ensure no more than four (4) Containers with materials are stored at the Drop-Off Recycling Center at any time.

ii. **Processing**. Contractor shall Process a minimum of ninety-five percent (95.0%), with the exception of glass, which shall be processed at seventy-five percent (75.0%), by weight of Program Recyclable Materials into Recovered Materials utilizing Processing subsystems at the Recycling Facility capable of fulfilling this requirement. In addition, Contractor shall utilize Processing subsystems at the Recycling Facility capable of complying with product specifications off secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination.

iii. Marketing. Contractor accepts all responsibility for Marketing the Recovered Materials including, but not limited to, arranging for the transportation of the Recovered Materials to market.

(c) Other Services.

i. Provision of Compactors and Containers. Contractor shall provide the City with sufficient compactors (not less than two (2) compactors) at the Drop-Off Recycling Center. In addition, Contractor shall provide the City with sufficient Containers at the Drop-Off Recycling Center, but not less than six (6) total Containers at any time, to allow all materials Collected in one day to be placed in Containers prior to noon of the following calendar day.

ii. Disposition of Residual, Unacceptable, and Contamination Loads. Contractor shall be responsible for all costs, including but not limited to hauling and disposal, related to residuals, unacceptable, and contamination loads.

Section 5. Weighing and Truck Turn-Around Time. For Single-Stream Program Recyclable Materials Collected by EWS and delivered by EWS to the Drop-Off Recycling Center, Contractor shall weigh each vehicle Transporting Containers from the Drop-Off Recycling Center on City's scales at the Drop-Off Recycling Facility prior to and after placing Container on the vehicle. For Single-Stream Program Recyclable Materials Collected by EWS and delivered by EWS to the Recycling Facility, Contractor shall weigh each vehicle Transporting Loads on Contractor's scales at the Recycling Facility prior to and after placing Container on the vehicle. Tare weights for vehicles can be used once established. Contractor shall maintain a vehicle turn-around time of less than fifteen (15) minutes at the Drop-Off Recycling Center and Recycling Facility. Vehicle turn-around time will be calculated from the initial weigh-in, barring any unique circumstances beyond Contractor's control to departure of such vehicle from the gates of the Drop-Off Recycling Center or Recycling Facility.

Section 6. Recycling Facility Requirements.

(a) Recycling Facility Locations and Alternative Recycling Facilities. Contractor shall maintain the Recycling Facility throughout the term of the Agreement. If Contractor is unable to maintain the Recycling Facility at the location designated herein, Contractor shall be solely responsible for the following:

i. Procuring an alternative Recycling Facility for accepting, Processing, and Marketing such Program Recyclable Materials; and

ii. Any and all increases in costs, including, but not limited to, transportation costs, Processing costs, capital costs, and operational costs incurred by City associated with accepting, Transporting, Processing, and Marketing such Program Recyclable Materials at the alternative Recycling Facility.

(b) Recycling Facility Capacity. Contractor shall have and maintain during the term hereof, adequate capacity for accepting, Processing, and Marketing material pursuant to this Agreement for the term of this Agreement.

(c) Scales and Computerized Recordkeeping. Contractor shall operate and maintain adequately sized truck scales and computerized recordkeeping systems at the Recycling Facility for weighing and recording all incoming and outgoing delivery vehicles. Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Recycling Facility utilizing equipment provided by Contractor. Contractor shall weigh, record, and tabulate materials from the Drop- off Recycling Center, EWS, and other sources separately. Contractor shall test the Recycling Facility scales as required by Applicable Law. At a minimum, Contractor shall test the Recycling Facility scales every six (6) months. If testing of the Recycling Facility scales indicates that a scale is reporting weights less than the actual weight by an amount greater than one percent (1.0%), then Contractor and City agree that the scale records for the preceding ninety (90) days shall be adjusted by the percentage the scale is inaccurate and payments to City shall be increased accordingly for such ninety (90) days. If the Recycling Facility scales are unavailable during hours of operation, Contractor shall use the average weight for the Load of the day from the previous calendar month. City may conduct random and periodic weight checks on the Loads containing materials Collected by EWS. Contractor may accompany City on such checks.

(d) <u>Receipt and Queuing</u>. Contractor shall construct, maintain, and operate the Recycling Facility to ensure the Recycling Facility is capable of accepting any and all Program Recyclable Materials from City.

(e) <u>Storage</u>. Contractor shall store Recyclable Materials to prevent degradation of Recyclable Materials, prevent negative impact to maneuvering of vehicles in Recycling Facility, and promote the safety of persons at the Recycling Facility. At a minimum, Contractor shall provide for storage of the amount of Materials delivered to the Recycling Facility over a period of three (3) consecutive Business Day(s).

(f) <u>Security</u>. Contractor shall be solely responsible for security of the Recycling Facility and shall maintain adequate protective security at the Recycling Facility which, at a minimum, shall include locking of all access gates and building entrances as appropriate and use of security lighting.

Section 7. <u>Schedule of Operation</u>. Contractor shall provide the services contemplated under this Agreement on a daily basis Monday through Saturday during the hours as specified by the Agreement Administrator; provided, however that Contractor shall not be obligated to provide service on any dayor hours Agreement Administrator and the Contractor's Representative mutually agree in writing services shall not be provided. Contractor shall transport materials during normal business hours on a consistent daily schedule that is satisfactory to City.

Section 8. <u>Title and Risk of Loss</u>. Title and risk of loss to all materials shall pass to Contractor at the time Contractor takes possession of the materials at the earlier of Drop-Off Recycling Center or Recycling Facility. 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.

Section 9. <u>Addition and Deletion of Recyclable Materials</u>. City reserves the right to add other Program Recyclable Materials to the program or delete Recyclable Materials from the program if the Parties agree it is economically and technically feasible.

Section 10. <u>Disposition of Program Recyclable Materials Prohibited</u>. Contractor shall not dispose of any Program Recyclable Materials or Market Program Recyclable Materials to markets that 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 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 Contractor.

Section 11. **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 warrants that Contractor has all necessary permits to perform the services under this Agreement. If requested by City, Contractor shall provide City with copies or evidence of the federal, state, or local permits applicable to the services of Contractor.

Section 12. **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 (includes Attachments);
(b) The RFP attached hereto as Exhibit "A"; and
(c) The Proposal attached hereto as Exhibit "B".

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 13. **Public Education and Outreach Contribution**. Contractor shall pay City a Public Education and Outreach Contribution of ten thousand dollars ($10,000) per Agreement year for the initial term and any optional renewal term of this Agreement. For the initial Agreement year, Contractor shall remit the Public Education and Outreach Contribution to the City within thirty (30) calendar days of execution of this Agreement. For each year after the initial Agreement year, Contractor shall remit the Public Education and Outreach Contribution to the City prior to April 3rd of such year.

Section 14. **Administrative Charges and Compensation.**

(a) **Administrative Charges**. Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer damages which are difficult to determine and adequately specify. Contractor agrees, in addition to any other remedies available to the City, that the City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of Contractor to fulfill its obligations. The following acts or omissions shall be considered a breach of the Contract:

i. Failure to Transport, accept, Process and Marketing of Single-Stream Program Recyclable Materials on or after the commencement date.
$1,000 per calendar day
ii. Failure to provide Compactors and Containers as required.
$250 per Compactor and $100 per Container
iii. Failure to deliver accurate reports as required.
$100 per day
iv. Failure to submit an accurate accounting.
Non-payment until an accurate monthly accounting is submitted.
v. Failure to maintain records in accordance with recordkeeping procedures.
$100 per day

vi. Failure to accept Single-Stream Program Recyclable Materials at Recycling Facility during Scheduled Operations.
$250 per occurrence

vii. Failure to achieve truck turn-around time in accordance with Agreement.
$25 per occurrence

viii. Failure to maintain scale in accordance with Agreement.
$250 per day

ix. Disposal of Program Recyclable Material
$1,000 per occurrence

Contractor shall be liable for administrative charges amount(s) upon determination of the Agreement Administrator that performance has not occurred consistent with the provisions of the Agreement. The Agreement Administrator shall notify Contractor in writing or electronically of each act or omission in this Agreement reported or discovered. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. For the purposes of this Contract, Contractor shall not be deemed to be liable for administrative charges where its inability to perform collection service is the result of conditions of Force Majeure as set forth in this Agreement.

(b) <u>Service Fee</u>. Subject to the limitations provided in Subsection (e) below, the City shall pay Contractor the following fees, the amounts of which are provided for in Attachment A:

i. Transport services fee per pull for each Container with materials transported by Contractor from the Drop-Off Recycling Center to the Recycling Facility; and

ii. Processing and Marketing services fee per ton for each ton accepted by the Contractor at Recycling Facility.

The contractor shall not receive payment for any fees other than those specifically identified in Attachment A. For materials collected by Contractor from the Drop-Off Recycling Center, the service fee shall be based on the outgoing net weight of the Container as reported by the scale at the Drop-Off Recycling Center. For materials delivered by the City directly to the Recycling Facility, the service fee shall be based on the incoming net weight of the Load reported by the scale at the Recycling Facility. The fee may be adjusted annually up to but not more than five percent (5.0%) at the beginning of any renewal term based on changes in most recent CPI-All Urban Consumers, Unadjusted 12 months ended October, Item: All items. In the event that Contractor desires an annual adjustment to the service fee, Contractor shall provide City written notice of the proposed new amount at least one hundred twenty (120) calendar days prior to the end of the current annual period. City shall not make any payments to Contractor or adjustments to fees except as explicitly authorized in this subsection.

(c) <u>Revenue Sharing as a Percentage of Total Revenues</u>. Contractor shall pay the City sixty percent (60%) of the net revenues derived from the sale of the Recovered Materials. Contractor shall receive forty percent (40%) of such net revenues derived from the sale of the Recyclable Material. The Recyclable Revenue Share shall be based on Attachment B.

(d) <u>Calculation of Payments</u>. Contractor shall compute the amount of any payment due the City on a monthly basis. Any payment due the City shall be computed as per Attachment B by taking the gross revenue received from the sale of Recyclable Material, and reducing said amount by the amount of the total fees charged to the City as provided for in Subsection (b) above. The remaining amount shall be the net revenues. The City's share of the net revenue shall be computed as provided for in Subsection (c) 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.

(e) Limitation on City's Payment. In the event that the revenue due the City pursuant to the calculation provided in Subsection (d) 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 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 Contractor.

(f) Processing of Payment or Invoice. Contractor shall remit any payment due the City within thirty (30) calendar 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 15. 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 public education activities conducted by description of activity, date, time, number of persons who attended (excluding Contractor and staff), name of instructor, and other information as requested by Agreement Administrator.

(f) Document Program Recyclable Materials Characterization Audit and other information as requested by Agreement Administrator.

(g) Document any hours Contractor failed to accept materials during required hours of operations.

(h) 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 of Contractor's final monthly report is received by the City.

Contractor shall maintain an electronic database for reporting purposes which is approved by City. Monthly reports for the previous month's activities will be due to City by the tenth (10^{th}) 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 City and shall, at a minimum, contain the information in Section 15 (a) through (d) above.

Section 16. Audits.

(a) **Characterization Audit by Contractor**. Contractor and City agree that composition information derived from Characterization Audits shall be used for determination of Recyclable Revenue Share. Contractor shall conduct Characterization Audits in accordance with the protocol set forth in Attachment C.

(b) **Audit and Inspection by City**. Contractor shall keep true, complete, and accurate books and records 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 of Contractor's final monthly report is received by City. City shall have the right to obtain copies of those books and records relevant to the audit at the expense of City. If City elects to inspect Contractor's equipment or facilities, Contractor shall provide 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 City and costs of City staff. Contractor agrees to provide reasonable assistance to 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 City.

Section 17. Insurance and Performance Bond.

(a) **Insurance**. 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.

(b) **Performance Bond**. Upon Contractor's execution of this Agreement, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in a form approved by City's legal counsel, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Agreement year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in the amount equal to or greater than the estimated Service Fees pursuant to this Agreement from April 3, 2017 through September 30, 2017. For each Agreement year after the initial Agreement year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in the amount equal to or greater than the actual Processing Fees pursuant to this Agreement from April 3rd through September 30th of the prior Agreement year. Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Contractor shall ensure the Performance Bond is signed by the President or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State, having an "A" or better rating by A. M. Best or Standard and Poor's, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

Section 18. 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 19. **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 20. **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 21. **Sovereign Immunity.** To the extent allowed by Applicable Law, the parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Section 22. **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:
Fomento de Construcciones y Contratas, INC
1610 Woodstead Court, Suite 360
The Woodlands, TX 77380

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

Section 23. **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 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 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 City, at the sole option of City, 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 24. **Termination.** This Agreement shall terminate upon any one of the following:

(a) The written agreement of the Parties.
(b) 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.

a. The filing of a voluntary petition for bankruptcy relief by or on behalf of Contractor, or the filing of an involuntary petition for bankruptcy relief against Contractor, which is not dismissed or otherwise disposed of to City's satisfaction within thirty (30) days thereafter.
b. 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.
c. 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.
d. Committing an act of default of a provision of this Agreement.
e. Failing to timely and fully pay any or all impositions pursuant to this Agreement.
f. As otherwise provided by this Agreement.

Section 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. **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 33. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 34. **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 35. **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 36. **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 37. **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 38. **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 Agreement 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 City, City or Contractor from performing any of its obligations (other than payment obligations) under this Contract:

(a) 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

(b) 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 39. 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 _________________, 2017.

City of Garland, Texas

JB

By: ____________________________

City Manager

By: ____________________________

Contractor

Director of Municipal Services

Title

LRB

STATE OF TEXAS *

COUNTY OF DALLAS *

BEFORE ME, the undersigned authority on this day personally appeared BRYAN L. BRADFORD 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 6TH day of MARCH, 2017.

ELISA MORALES
Notary ID # 124284586
My Commission Expires
February 9, 2020

Elisa Morales

Notary Public in and for the State of Texas

My Commission Expires: 02-09-20

STATE OF TEXAS *

COUNTY OF ~~DALLAS~~ * Montgomery

BEFORE ME, the undersigned authority on this day personally appeared before me and 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 FCC, SA and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this 1st day of March, 2017.

WILLIAM N PETRLAK
NOTARY PUBLIC
STATE OF TEXAS
ID 128028837
EXP. 08-15-2017

Notary Public in and for the State of Texas

My Commission Expires: August 15, 2017

Attachment A
Service Fees

Service Fees:

Transport Services Fee	$195.50	per pull
Processing and Marketing Services Fee	$76.00	per ton

*The City is not obligated to pay contractor (ex. Transport Fee, Processing and Marketing Fee) in the event that the negative recyclable revenue share is never offset by positive recyclable revenue share owing the City.

Attachment B
Calculation of Payment due the City

Gross Recyclable Revenue from the sale of Recyclable Materials shall be based on the following:

(a) Composition of Program Recyclable Materials according to the most recent characterization audit conducted pursuant to the Agreement; and
(b) The recyclable revenue share basis index calculated each month in accordance with Table B-1 below. If a publication or grade identified in Table B-1 ceases to be published or is changed, the Parties shall mutually agree to an industry accepted market pricing publication or grade to be used for purposes of the Recyclable Revenue Share. Mill tickets will be required to be made available upon request as back-up for all actual sales price information.

Table B-1: Recyclable Revenue Share Basis and Index

Recyclable Materials	Revenue Share Basis
Newspaper	The greater of Pulp & Paper Week,______, high-side, Southwest region, (1st issue of the month), Average Monthly Actual Sales Price, or zero
Old Corrugated Cardboard	The greater of Pulp & Paper Week,______, high-side, Southwest region, (1st issue of the month), Average Monthly Actual Sales Price or zero
Chipboard	The greater of Pulp & Paper Week,______, high-side, Southwest region, (1st issue of the month), Average Monthly Actual Sales Price or zero
Magazines, Catalog, and Phone Books	The greater of Pulp & Paper Week,______, high-side, Southwest region, (1st issue of the month), Average Monthly Actual Sales Price or zero
Other Program Recyclable Material- Paper	The greater of Pulp & Paper Week,______, high-side, Southwest region, (1st issue of the month), Average Monthly Actual Sales Price or zero
Plastic #1	The greater of RecyclingMarkets.net, Plastics PET Baled, Houston (Southcentral) region, (2nd business day of the month) regionally average price, Average Monthly Actual Sales Price or zero
Plastic #2 Natural	The greater of RecyclingMarkets.net, Plastics Natural HDPE Baled, Houston (Southcentral) region, (2nd business day of the month) regionally average price, Average Monthly Actual Sales Price or zero
Plastic #2 Colored	The greater of RecyclingMarkets.net, Plastics Colored HDPE Baled, Houston (Southcentral) region, (2nd business day of the month) regionally average price, Average Monthly Actual Sales Price or zero
Other Program Recyclable Material- Plastic	The greater of the Average Monthly Actual Sales Price, Verified Market Price, or zero
Aluminum	The greater of American Metal Market (AMM), Aluminum, (1st issue of the month), Average Monthly Actual Sales Price or zero
Steel/Tin	The greater of American Metal Market (AMM), Tin, (1st issue of the month), Average Monthly Actual Sales Price or zero
Other Program Recyclable Material- Metal	The greater of American Metal Market (AMM), Tin, (1st issue of the month), Average Monthly Actual Sales Price or zero
Glass	The greater of the Average Monthly Actual Sales Price, Verified Market Price, or zero
Residuals and Contamination	Zero

The calculation for the payment due the City shall be as follows:

Net Revenues=
Gross Recyclable Revenue from sale of Recyclable Material –
(Transport Service Fee accrued + Processing and Marketing Fees accrued)
Then
Recyclable Revenue Share = Net Revenues x Recyclable Revenue Share to City (%)

Attachment C
Characterization Audit

The initial characterization audit shall be conducted prior to January 30, 2017. Unless agreed to via email or other writing by the City, subsequent recyclable commodities audits shall be conducted in January of each year. The City and the Contractor shall agree on an audit week. Audits will not be conducted immediately after a holiday or during inclement weather.

The Contractor shall train employees involved in recyclable commodities audit on the following protocol. The City may be present for such training if the City desires.

The Contractor, at the Contractor's sole expense, shall conduct recyclable commodities audits in accordance with the following:

1) Each audit will be monitored by the Contractor and the City if City desires. The City may take pictures and video prior to and during the audit.
2) Audits will evaluate the composition of material collected by EWS.
3) The Recycling Facility scales, including the vehicle and baler scales, shall be calibrated within ninety (90) calendar days of the audit. The Contractor shall provide documentation to the City of the scales calibration.
4) The City and the Contractor will agree in writing to the description of each Recyclable Material commodity and accepted Recyclable Materials in advance of the audit. Any Recyclable Material Marketed by the Recycling Facility shall be included in the description of Recyclable Material commodity and accepted Recyclable Materials.
5) The audit will be conducted based on four (4) Loads per day Monday through Friday and two (2) Loads per day Saturday unless more loads are agreed to by all Parties. The City and the Contractor will agree upon a day to randomly draw Loads from each day at least two (2) weeks in advance of the audit.
6) The Contractor will have a segregated area to store selected Loads ("Audit Loads"). The Contractor will have physical barriers in place to separate the segregated area from any other materials that are delivered to Recycling Facility.
7) The Contractor will empty, clean, and remove any and all materials from the segregated area prior to 7:00 AM, local time on Friday the week prior to the audit. The Contractor shall maintain such segregated area empty, clean, and free of any and all materials other than audit Loads.
8) Audit Loads will be stored at the Recycling Drop-Off Center until the day of the audit. The Contractor shall transport the audit Loads from the Recycling Drop-Off Center on the day of the audit but prior to the start time for Processing such audit Load (see item 10 below).
9) The Contractor shall weigh each vehicle delivering an audit Load when full and empty to capture the tare weight of the vehicle and the weight of the audit Load. On-file tare weights will not be acceptable during the audit.
10) The Contractor and the City shall agree as to the start time for Processing audit Loads at least two weeks in advance of the audit. The audit start time shall not be before 7:00 AM, local time unless agreed to by all Parties. The Contractor shall not handle, including but not limited to remove or add materials, place, or Process, the audit Loads prior to the agreed upon start time.

11) The Contractor will ensure the number of employees available for the audit is appropriate to conduct the audit. For example, the number of employees utilized for sorting materials will be consistent with typical operations.

12) The Contractor shall Process audit Loads for each day the next Business Day and before processing any other materials (i.e. Friday and Saturday audit Loads processed Monday, Monday audit Loads processed on Tuesday, Tuesday audit Loads processed on Wednesday, Wednesday audit Loads processed on Thursday, and Thursday audit Loads processed on Friday). The Contractor and City agree to the following:

    a. Immediately before Processing audit Loads, the Contractor will empty, clean and remove any and all debris from the system, including but not limited to the sort line, bunkers, balers, compactors, bins, and waste containers.
    b. The Contractor shall place the materials from the audit Loads onto the system and run at normal processing speed (25-30 tons per hour, or as designed) or slower. The Contractor will process the materials into the agreed upon Recyclable Material commodity categories, Residual, and Contamination until a minimum of ninety-five percent (95.0%) by weight of accepted Recyclable Materials are processed into Recovered Materials.
    c. The Contractor shall place the Residual and Contamination onto the system and run at normal processing speed (25-30 tons per hour, or as designed) or slower.
    d. The Contractor will Process the audit Loads for each day separately from all other materials.
    e. The Contractor will bale, City and Contractor shall weigh, and City shall record the weight of each material by Recyclable Material commodity categories and Residual/Contamination (for material that is not enough to make a full bale, Contractor will place the material in "Gaylord" type box or other container to fully account for 100% of each material type).
    f. The Contractor will ensure that at least (i) 95% by weight of accepted Recyclable Materials are processed into Recovered Materials and (ii) 95% by net weight of audit Loads is accounted in the audit.

13) After removing the audit Loads from the prior day from the segregated area, the Contractor will empty, clean, and remove any and all materials from the segregated area and maintain such segregated area empty, clean, and free of any and all materials other than audit Loads.

14) The City will provide a report detailing the following:

    a. *Tonnage by Collection Day*: Tare weights and net weights for all loads from material collected by EWS during a time period to be determined by City by collection day (i.e. Monday, Tuesday, Wednesday, Thursday, Friday, Saturday).
    b. *Composition by Collection Day*: Composition (percentage) of total material Collected by EWS based on 14(a).
    c. *Tonnage by Audit Load*: Truck tare weights and net weights by audit Load.
    d. *Audit Load Tonnage by Collection Day*: Recyclable Material commodity and Residual/Contamination weights for audit Loads by collection day.
    e. *Audit Load Composition by Collection Day*: Recyclable Material commodity and Residual/Contamination composition (i.e. percentage) for audit Loads by collection day.

f. *City-wide Estimated Composition*: Estimated composition (i.e. percentage) of Recyclable Material commodity and Residual/Contamination for all loads from material Collected by EWS based on 18(d) and (e).

15) The Contractor and City agree the City-wide estimated composition discussed in 18(f) above shall be based on the composition by collection day discussed in 18(d) and audit Load composition by collection day discussed in 18(e). To calculate the City-wide estimated composition discussed in 18(f), the Contractor shall weight the audit Load composition by collection day discussed in 18(d) based on the composition by collection day discussed in 18(e).

16) The Contractor will use the estimated composition (i.e. percentage) of Recyclable Material commodity and Residual/Contamination for all Loads from material collected by EWS to calculate the percentage value of each Recyclable Material commodity used in calculating the Recyclable Revenue Share.

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.d.**

Meeting Date: November 5, 2018
Item Title: Bond Refunding - Water and Sewer Utility System
Submitted By: Matt Watson, Finance Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Consider refunding approximately $10.5 million of Water and Sewer System Revenue Bonds, Series 2009 with Water and Sewer System Revenue Refunding Bonds. The purpose of this transaction is to refund existing Water and Sewer fixed rate debt with new Water and Sewer fixed rate debt to reduce debt service.

OPTIONS

1. Authorize staff to refund approximately $10.5 million Water and Sewer System Revenue Bonds, Series 2009 with Water and Sewer Utility System Revenue Refunding Bonds, New Series 2018A
2. Do not approve the refunding transaction.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

BACKGROUND

Due to current market conditions, the City of Garland has an opportunity to refund $10,530,000 Water and Sewer Utility System Revenue Bonds, Series 2009. The refunding is a current refunding transaction that will save approximately $580,000 in debt service during fiscal years 2019 through 2029. The exact amount of savings is subject to market conditions between now and the final pricing date of December 4, 2018.

CONSIDERATION

First Southwest, the City's Financial Advisor, is recommending the refunding of debt to realize debt service savings. The debt service savings of approximately $580,000 is structured to achieve the majority of the savings in fiscal years 2020 through 2023.

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.e.**

Meeting Date:	November 5, 2018
Item Title:	Bond Refunding - General Obligation
Submitted By:	Matt Watson, Finance Director
Strategic Focus Areas:	Sound Governance and Finances

ISSUE

Consider refunding approximately $13.7 million of Combination Tax and Revenue Certificates of Obligations, Series 2009 and approximately $38.2 million of General Obligation Refunding Bonds, Series 2011A and Series 2011B with General Obligation Refunding Bonds. The purpose of this transaction is to refund existing Certificates of Obligation and existing General Obligation bonds with new General Obligation fixed rate bonds to reduce debt service.

OPTIONS

1. Authorize staff to refund approximately $13.7 million of Combination Tax and Revenue Certificates of Obligation, Series 2009 and approximately $38.2 million of General Obligation Refunding Bonds, Series 2011A and 2011B with General Obligation Refunding Bonds.
2. Do not approve the refunding transaction.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the December 4, 2018 Regular Meeting.

BACKGROUND

Due to current market conditions, the City of Garland has an opportunity to refund $13,685,000 Combination Tax and Revenue Certificates of Obligation, Series 2009, refund $5,705,000 General Obligation Refunding Bonds, Series 2011A and refund $32,450,000 General Obligation Refunding Bonds, Series 2011B. The refunding is a current refunding transaction that will save approximately $4,450,000 in debt service during fiscal years 2019 through 2029. The exact amount of savings is subject to market conditions between now and the final pricing date of December 4, 2018.

CONSIDERATION

First Southwest, the City's Financial Advisor, is recommending the refunding of debt to realize debt service savings. The debt service savings of approximately $4.5 million is structured to achieve level debt service savings in fiscal years 2019 through 2029.

GARLAND
POLICY REPORT

City Council Work Session Agenda		**2.f.**
Meeting Date:	November 5, 2018	
Item Title:	Investment Portfolio Summary	
Submitted By:	Matt Watson, Finance Director	
Strategic Focus Areas:	Sound Governance and Finances	

ISSUE

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

RECOMMENDATION

The September 30, 2018 Portfolio Summary is presented to inform the Council of the current status of the City's invested funds. Staff will be available to discuss the report with Council.

Attachments

Investment Portfolio Summary

GARLAND

November 5, 2018

To: Members of the City Council,
City Manager,
and City of Garland Residents

The Portfolio Summary report is presented to Council each quarter. We certify that the September 30, 2018 report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is maintained in accordance with the City Council Financial Policy, Statement of Investment Policy and Statement of Investment Strategy.

Steve Anderson
Investment & Debt Director

Matt Watson
Finance Director

Kathryn Ritchie
Accounting Administrator

City of Garland
Portfolio Summary

The City of Garland Portfolio Summary presents investment portfolio information on eight portfolios. Each portfolio has a purpose with unique investment management characteristics and objectives.

All portfolios and funds on hand are managed in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Policy, and Statement of Investment Strategy.

<u>Treasury Portfolio</u>

The Treasury Portfolio is the primary source of funding City operation and maintenance expenditures. All budgeted revenues as well as bond proceeds are deposited into the Treasury Portfolio. The portfolio is managed so that sufficient liquidity is achieved at all times to support the ongoing operations, maintenance and capital improvements of the City.

<u>General Obligation Interest & Sinking Portfolio</u>

The General Obligation Interest & Sinking Portfolio pays periodic debt service on tax supported debt. Ad Valorem tax collections is the major revenue source. The portfolio is managed to ensure that debt is paid when it becomes due.

<u>Rate Mitigation Portfolio</u>

The Rate Mitigation Portfolio was established in 1997. The assets in the portfolio may be used to either pay Garland Power & Light Electric Utility debt service or to offset rate increases of the Electric Utility. The portfolio is managed according to forecasted funding requirements.

Economic Development Portfolio

The Economic Development Portfolio serves as a funding source for economic development initiatives. The portfolio maintains ample liquidity since a major expenditure can occur within a short amount of time.

CMH Landfill Portfolio

The CMH Landfill Portfolio holds invested funds that will be used to expand the Hinton Landfill when a current refuse cell reaches its capacity. The portfolio is managed so that funding is available when needed.

Water & Sewer Reserve Portfolio

The Water & Sewer Reserve Portfolio is required by Water & Sewer bond covenants. The City is required to set aside a reserve which serves as additional assurance to a bond holder that Water & Sewer debt will be paid when due.

CIP Interim Financing Portfolio

The CIP Interim Financing Portfolio is comprised of funds which will be spent in the General Obligation, the Electric Utility and the Water & Sewer Utility Capital Improvement Programs. The funds are managed to achieve maximum liquidity.

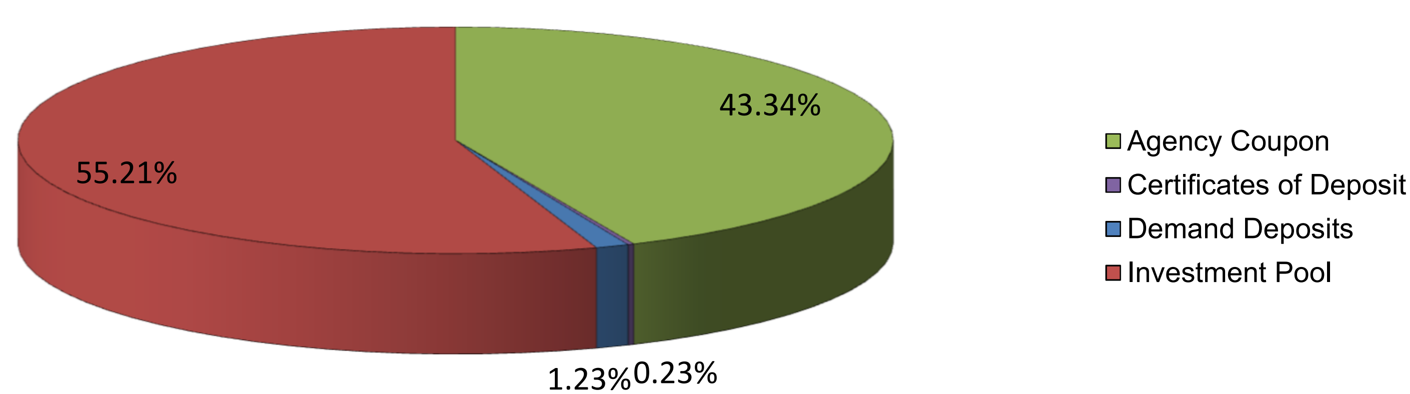
Grants & Other Portfolio

The Grants & Other Portfolio is comprised of funds that have been granted to the City by Federal or State agencies which are yet unspent. Maximum liquidity is required in this portfolio.

Safety - Securities by Type
City of Garland, Texas
September 30, 2018

Security Type	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Book Value	Percent
Agency Coupon	$ 111,112,678	$ -	$ 76,936,847	$ -	$ 5,704,194	$ 1,999,999	$ -	$ -	$ 195,753,717	43.34%
Certificates of Deposit	-	-		-	415,000	622,000	-	-	1,037,000	0.23%
Demand Deposits	5,538,406	-		-	-	-	-	-	5,538,406	1.23%
Investment Pool	140,207,873	6,506,988	79,832,716	5,499,101	3,606,403	5,180,823	7,546,276	1,006,399	249,386,579	55.21%
Total	$ 256,858,957	$ 6,506,988	$ 156,769,563	$ 5,499,101	$ 9,725,596	$ 7,802,822	$ 7,546,276	$ 1,006,399	$ 451,715,702	100.00%

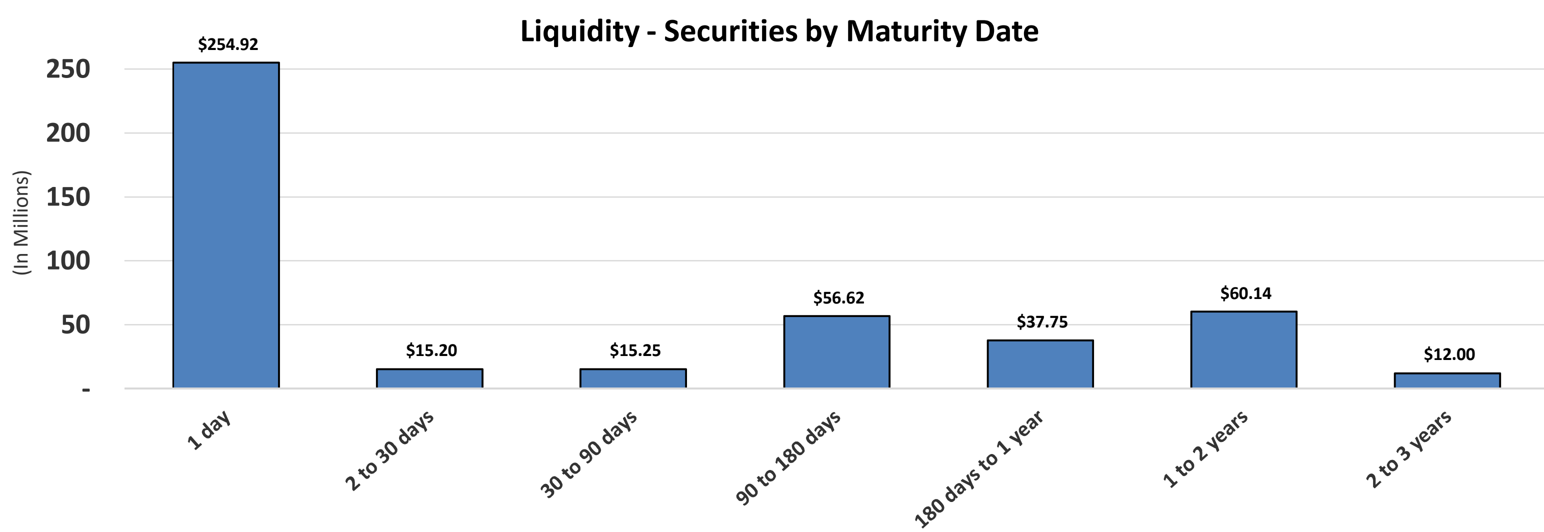
Safety - Securities by Type



Note:
Safety and preservation of capital are the foremost objectives of the investment program. Types of securities held in the investment portfolio must be authorized by the Texas Government Code and City Council Policy.

Liquidity - Securities by Maturity Date
City of Garland, Texas
September 30, 2018

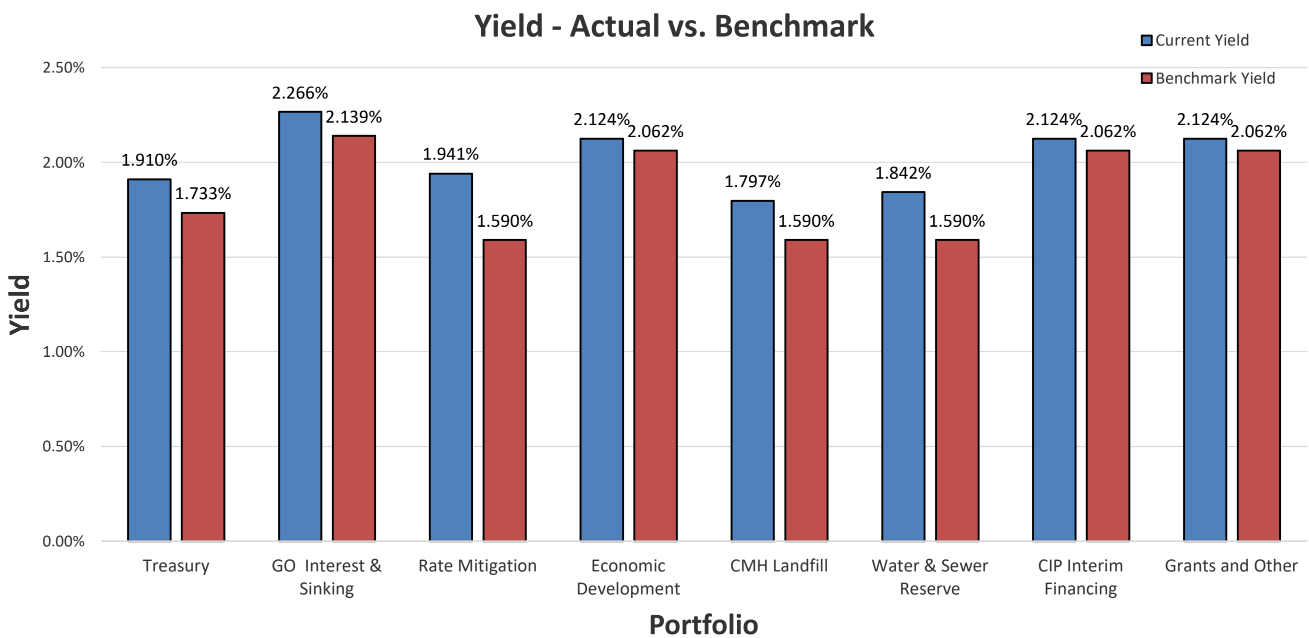
	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Par Value	Percent
1 day - Pools & Demand Deposits	$ 145,746,279	$ 6,506,988	$ 79,832,716	$ 5,499,101	$ 3,606,403	$ 5,180,823	$ 7,546,276	$ 1,006,399	$ 254,924,984	56.41%
2 to 30 days	8,000,000	-	3,000,000	-	2,200,000	2,000,000	-	-	15,200,000	3.36%
31 to 90 days	7,250,000	-	8,000,000	-	-	-	-	-	15,250,000	3.37%
91 to 180 days	36,000,000	-	18,125,000	-	1,875,000	622,000	-	-	56,622,000	12.53%
181 days to 1 year	17,000,000	-	20,750,000	-	-	-	-	-	37,750,000	8.35%
1 to 2 years	35,000,000	-	23,095,000	-	2,045,000	-	-	-	60,140,000	13.31%
2 to 3 years	8,000,000	-	4,000,000	-	-	-	-	-	12,000,000	2.66%
	$ 256,996,279	$ 6,506,988	$ 156,802,716	$ 5,499,101	$ 9,726,403	$ 7,802,823	$ 7,546,276	$ 1,006,399	$ 451,886,984	100.00%
Weighted Average Maturity Days	133	1	153	1	115	20	1	1	132	



Note:
Liquidity is maintained in the investment portfolio to ensure that all operating expenditures are paid when due. Securities with varing maturities comprise the investment portfolio so that sufficient funds are always available.

Yield - Interest Income
City of Garland, Texas
September 30, 2018

Portfolio	Interest Income Fiscal YTD	Current Yield	Benchmark Yield	Over (Under) Benchmark	Benchmark Source
Treasury	$3,276,690	1.910%	1.733%	0.177%	2 year average T. Note
GO Interest & Sinking	$184,515	2.266%	2.139%	0.127%	180 day average T. Bill
Rate Mitigation	$2,257,791	1.941%	1.590%	0.351%	3 year average T. Note
Economic Development	$103,843	2.124%	2.062%	0.062%	90 day average T. Bill
CMH Landfill	$141,160	1.797%	1.590%	0.207%	3 year average T. Note
Water & Sewer Reserve	$106,044	1.842%	1.590%	0.252%	3 year average T. Note
CIP Interim Financing	$202,480	2.124%	2.062%	0.062%	90 day average T. Bill
Grants and Other	$16,076	2.124%	2.062%	0.062%	90 day average T. Bill
Total Portfolios	$6,288,599				



Note:

The investment program is designed to attain a market average rate of return taking into account the cash flow characteristics of each portfolio. Investment securities are held to maturity. Consequently, losses are not incurred.

GARLAND

City of Garland Selected Funds
Texas Compliance Summary
Sorted by Investment Class
October 1, 2017 - September 30, 2018

Investment Class			Par Value	Market Value	Book Value	Accrued Interest
> 1 Year FV	Value beginning	10/01/2017	271,390,000.00	270,645,211.75	271,396,322.87	454,096.75
	Net Change		-118,665,000.00	-119,252,991.69	-118,825,852.92	6,209.77
	Value ending	09/30/2018	152,725,000.00	151,392,220.06	152,570,469.95	460,306.52
< 1 Year AC	Value beginning	10/01/2017	172,083,688.95	172,056,295.42	172,079,632.60	25,105.68
	Net Change		127,078,295.47	126,779,131.20	127,065,599.14	151,364.07
	Value ending	09/30/2018	299,161,984.42	298,835,426.62	299,145,231.74	176,469.75
Total	Value beginning	10/01/2017	443,473,688.95	442,701,507.17	443,475,955.47	479,202.43
	Net Change		8,413,295.47	7,526,139.51	8,239,746.22	157,573.84
	Value ending	09/30/2018	451,886,984.42	450,227,646.68	451,715,701.69	636,776.27

GARLAND

City of Garland

City of Garland
Texas Compliance Details
Sorted by Investment Class
September 30, 2018

CUSIP	Investment #	Fund	Issuer	Investmen Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
3130A9AE1	2333	214	Federal Home Loan Bank	FAC	3,000,000.00	10/01/2018		0.875	100.000	09/28/2018	3,000,000.00	3,000,000.00
3130A9AE1	2334	100	Federal Home Loan Bank	FAC	2,000,000.00	10/01/2018		0.875	100.000	09/28/2018	2,000,000.00	2,000,000.00
3136G2R58	2249	100	Fed National Mort Assoc	FAC	4,000,000.00	10/26/2018		1.040	99.919	09/28/2018	3,996,776.00	4,000,000.00
3136G2PF8	2239	100	Fed National Mort Assoc	FAC	2,000,000.00	10/29/2018		1.125	99.916	09/28/2018	1,998,320.00	2,000,000.00
3130ACU69	2390	214	Federal Home Loan Bank	FAC	4,000,000.00	11/15/2018		1.500	99.916	09/28/2018	3,996,660.00	3,999,830.12
3135G0G72	2251	100	Fed National Mort Assoc	FAC	3,000,000.00	12/14/2018		1.125	99.774	09/28/2018	2,993,226.00	2,999,869.11
313376BR5	2346	214	Federal Home Loan Bank	FAC	2,000,000.00	12/14/2018		1.750	99.903	09/28/2018	1,998,068.00	2,001,983.21
3133EHZG1	2358	214	Federal Farm Credit Bank	FAC	2,000,000.00	12/21/2018		1.300	99.779	09/28/2018	1,995,596.00	1,999,907.56
3134G9ZR1	2303	100	Federal Home Loan Mort. Corp.	FAC	1,250,000.00	12/28/2018		1.000	99.686	09/28/2018	1,246,078.75	1,250,000.00
3134GAQT4	2329	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/17/2019	10/17/2018	1.000	99.610	09/28/2018	2,988,318.00	3,000,000.00
3134GAQT4	2330	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/17/2019	10/17/2018	1.000	99.610	09/28/2018	1,992,212.00	2,000,000.00
3133EFWD5	2262	100	Federal Farm Credit Bank	FAC	5,000,000.00	01/25/2019		1.230	99.656	09/28/2018	4,982,835.00	5,000,000.00
3134G9U88	2316	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/25/2019		1.000	99.587	09/28/2018	2,987,622.00	2,999,904.68
3133EJCW7	2405	100	Federal Farm Credit Bank	FAC	5,000,000.00	02/15/2019		1.950	100.000	06/29/2018	5,000,000.00	4,999,590.56
912828P53	2406	100	United States Treasury	TRC	5,000,000.00	02/15/2019		0.750	99.402	09/28/2018	4,970,115.00	4,977,303.54
3135G0J53	2394	100	Fed National Mort Assoc	FAC	5,000,000.00	02/26/2019		1.000	99.473	09/28/2018	4,973,655.00	4,983,242.09
313378QK0	2392	214	Federal Home Loan Bank	FAC	2,125,000.00	03/08/2019		1.875	99.792	09/28/2018	2,120,599.13	2,125,594.34
313378QK0	2393	635	Federal Home Loan Bank	FAC	1,875,000.00	03/08/2019		1.875	99.792	09/28/2018	1,871,116.88	1,875,524.42
3130ADVE9	2408	214	Federal Home Loan Bank	FAC	5,000,000.00	03/21/2019		2.125	99.882	09/28/2018	4,994,130.00	4,998,880.83
3133EHA52	2366	214	Federal Farm Credit Bank	FAC	4,000,000.00	03/27/2019		1.375	99.465	09/28/2018	3,978,600.00	4,000,000.00
3137EADZ9	2339	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	04/15/2019		1.125	99.293	09/28/2018	1,985,860.00	1,997,509.63
3133EJBZ1	2399	214	Federal Farm Credit Bank	FAC	5,000,000.00	05/08/2019		2.000	99.712	09/28/2018	4,985,645.00	4,999,276.67
912828R44	2400	100	United States Treasury	TRC	5,000,000.00	05/15/2019		0.875	99.011	09/28/2018	4,950,585.00	4,965,405.85
3135G0K77	2383	214	Fed National Mort Assoc	FAC	1,000,000.00	06/13/2019	12/13/2018	1.250	99.122	09/28/2018	991,224.00	997,599.59
313379EE5	2347	214	Federal Home Loan Bank	FAC	3,000,000.00	06/14/2019		1.625	99.370	09/28/2018	2,981,103.00	3,005,023.38
3130ABB21	2349	100	Federal Home Loan Bank	FAC	2,000,000.00	07/26/2019	04/26/2019	1.375	99.058	09/28/2018	1,981,162.00	1,998,951.11
3133EGPD1	2318	100	Federal Farm Credit Bank	FAC	3,000,000.00	08/01/2019		1.180	98.868	09/28/2018	2,966,043.00	3,000,000.00
3137EAEH8	2403	100	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	08/15/2019		1.375	98.957	09/28/2018	4,947,880.00	4,970,095.24
3134G3A91	2391	214	Federal Home Loan Mort. Corp.	FAC	4,750,000.00	08/22/2019		1.400	98.932	09/28/2018	4,699,284.25	4,733,321.80
3133EHYJ6	2351	100	Federal Farm Credit Bank	FAC	2,000,000.00	09/12/2019		1.375	98.850	09/28/2018	1,977,012.00	2,000,000.00
3134GBJ52	2360	214	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	09/27/2019	12/27/2018	1.500	98.851	09/28/2018	4,942,595.00	5,000,000.00
3130ACM92	2377	635	Federal Home Loan Bank	FAC	1,630,000.00	10/21/2019		1.500	98.794	09/28/2018	1,610,356.87	1,628,682.92

CUSIP	Investment #	Fund	Issuer	Investmen Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
3133EA5N4	2361	214	Federal Farm Credit Bank	FAC	1,095,000.00	10/22/2019		1.250	98.584	09/28/2018	1,079,499.18	1,092,427.11
3130ADUB6	2407	214	Federal Home Loan Bank	FAC	5,000,000.00	12/19/2019		2.320	99.367	09/28/2018	4,968,360.00	4,999,860.95
3137EAEE5	2367	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/17/2020		1.500	98.439	09/28/2018	1,968,798.00	1,998,954.45
3130ADN32	2404	214	Federal Home Loan Bank	FAC	5,000,000.00	02/11/2020		2.125	99.163	09/28/2018	4,958,185.00	4,993,790.17
3135G0T29	2373	100	Fed National Mort Assoc	FAC	5,000,000.00	02/28/2020		1.500	98.289	09/28/2018	4,914,490.00	4,996,533.84
3130ABUN4	2380	100	Federal Home Loan Bank	FAC	5,000,000.00	02/28/2020		1.520	98.266	09/28/2018	4,913,300.00	4,991,932.62
3130ABUN4	2381	214	Federal Home Loan Bank	FAC	3,000,000.00	02/28/2020		1.520	98.266	09/28/2018	2,947,980.00	2,995,567.47
3134GBL83	2364	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	03/27/2020		1.600	98.289	09/28/2018	2,948,679.00	3,000,000.00
3130ACN83	2378	100	Federal Home Loan Bank	FAC	5,000,000.00	05/15/2020	05/15/2019	1.700	98.240	09/28/2018	4,912,030.00	5,000,000.00
3130ACN83	2382	214	Federal Home Loan Bank	FAC	5,000,000.00	05/15/2020	05/15/2019	1.700	98.240	09/28/2018	4,912,030.00	4,997,319.34
3134GBN40	2363	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	06/29/2020		1.625	97.997	09/28/2018	1,959,958.00	2,000,000.00
3130ACE26	2356	100	Federal Home Loan Bank	FAC	2,000,000.00	09/28/2020		1.375	97.184	09/28/2018	1,943,690.00	1,998,214.02
3134GBL42	2359	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	09/28/2020		1.670	97.707	09/28/2018	2,931,216.00	3,000,000.00
3133EHF57	2372	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/13/2020		1.680	97.710	09/28/2018	2,931,327.00	2,998,373.33
				Subtotal	**152,725,000.00**						**151,392,220.06**	**152,570,469.95**
Investment Class: < 1 Year AC												
TEXSTAR	1822	100	TXSTAR	RRP	8,967,320.85			2.174	100.000	06/29/2018	8,967,320.85	8,967,320.85
TREASURY	1825	100	TEXPOOL Investement Pool	RRP	83,214,284.35			2.124	100.000	06/29/2018	83,214,284.35	83,214,284.35
FICA1	1944	100	Federally Insured Cash Accunt	RR2	5,538,405.63			2.000	100.000	06/29/2018	5,538,405.63	5,538,405.63
DEBTSVC	1814	111	TEXPOOL Investement Pool	RRP	1,470,165.13			2.124	100.000	06/29/2018	1,470,165.13	1,470,165.13
RATE	1815	214	TEXPOOL Investement Pool	RRP	62,919,724.02			2.124	100.000	06/29/2018	62,919,724.02	62,919,724.02
LANDFILL	1812	635	TEXPOOL Investement Pool	RRP	3,102,720.51			2.124	100.000	06/29/2018	3,102,720.51	3,102,720.51
WTR-RES-OTHER	1833	223-02	TEXPOOL Investement Pool	RRP	2,920,452.69			2.124	100.000	06/29/2018	2,920,452.69	2,920,452.69
SWR-RES-OTHER	1834	233-02	TEXPOOL Investement Pool	RRP	2,260,370.30			2.124	100.000	06/29/2018	2,260,370.30	2,260,370.30
HCV	1865	822-01	TEXPOOL Investement Pool	RRP	789,046.48			2.124	100.000	06/29/2018	789,046.48	789,046.48
FSS ESCROW	1866	822-02	TEXPOOL Investement Pool	RRP	153,872.02			2.124	100.000	06/29/2018	153,872.02	153,872.02
SEIZURE OTHR	1905	923	TEXPOOL Investement Pool	RRP	63,480.96			2.124	100.000	06/29/2018	63,480.96	63,480.96
ED FD	2186	215	TEXPOOL Investement Pool	RRP	5,499,100.57			2.124	100.000	06/29/2018	5,499,100.57	5,499,100.57
GO CP	2268	601	TEXPOOL Investement Pool	RRP	3,817,867.14			2.124	100.000	06/29/2018	3,817,867.14	3,817,867.14
ELEC CP	2269	210	TEXPOOL Investement Pool	RRP	2,153,314.92			2.124	100.000	06/29/2018	2,153,314.92	2,153,314.92
WATER CP	2270	220	TEXPOOL Investement Pool	RRP	270,819.62			2.124	100.000	06/29/2018	270,819.62	270,819.62
SEWER CP	2271	230	TEXPOOL Investement Pool	RRP	1,070,790.74			2.124	100.000	06/29/2018	1,070,790.74	1,070,790.74
ELEC NOTES	2298	208	TEXPOOL Investement Pool	RRP	233,483.65			2.124	100.000	06/29/2018	233,483.65	233,483.65
SYS2417	2417	100	Texpool Prime Investment Pool	RRP	48,026,267.95			2.307	100.000	06/29/2018	48,026,267.95	48,026,267.95
SYS2418	2418	214	Texpool Prime Investment Pool	RRP	16,912,992.11			2.307	100.000	06/29/2018	16,912,992.11	16,912,992.11

City of Garland
Texas Compliance Details
September 30, 2018

CUSIP	Investment #	Fund	Issuer	Investmen Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: < 1 Year AC												
SYS2418	2419	635	Texpool Prime Investment Pool	RRP	503,682.19			2.307	100.000	06/29/2018	503,682.19	503,682.19
SYS2418	2420	111	Texpool Prime Investment Pool	RRP	5,036,822.59			2.307	100.000	06/29/2018	5,036,822.59	5,036,822.59
3130ACMK7	2375	635	Federal Home Loan Bank	FAC	2,200,000.00	10/16/2018		1.375	99.968	09/28/2018	2,199,298.20	2,199,986.39
3133EHHF3	2345	233-02	Federal Farm Credit Bank	FAC	2,000,000.00	11/01/2018		1.250	99.918	09/28/2018	1,998,360.00	1,999,998.89
3130ACU69	2389	100	Federal Home Loan Bank	FAC	3,000,000.00	11/15/2018		1.500	99.916	09/28/2018	2,997,495.00	2,999,817.91
3132X0F71	2397	214	Farmer Mac	FAC	5,000,000.00	01/25/2019		1.880	99.833	09/28/2018	4,991,670.00	5,000,000.00
3130ADNE8	2401	100	Federal Home Loan Bank	FAC	5,000,000.00	02/12/2019		1.875	99.840	09/28/2018	4,992,025.00	4,998,207.16
91527PBB2	2341	223-01	First Financial	BCD	227,000.00	02/25/2019		1.300	100.000	06/29/2018	227,000.00	227,000.00
02006LX57	2342	223-01	First Financial	BCD	248,000.00	02/25/2019		1.500	100.000	06/29/2018	248,000.00	248,000.00
857894SY6	2343	233-01	First Financial	BCD	147,000.00	02/25/2019		1.350	100.000	06/29/2018	147,000.00	147,000.00
3133EHA52	2365	100	Federal Farm Credit Bank	FAC	5,000,000.00	03/27/2019		1.375	99.465	09/28/2018	4,973,250.00	5,000,000.00
3130ACM92	2376	100	Federal Home Loan Bank	FAC	5,000,000.00	10/21/2019		1.500	98.794	09/28/2018	4,939,745.00	4,995,908.73
92937CGF9	2387	635	First Financial	BCD	167,000.00	11/01/2019		1.700	100.000	06/29/2018	167,000.00	167,000.00
38148PRZ2	2388	635	First Financial	BCD	248,000.00	11/01/2019		1.700	100.000	06/29/2018	248,000.00	248,000.00
3133EHP98	2386	100	Federal Farm Credit Bank	FAC	4,000,000.00	11/06/2019		1.600	98.879	09/28/2018	3,955,196.00	3,998,485.83
3135G0T29	2379	100	Fed National Mort Assoc	FAC	5,000,000.00	02/28/2020		1.500	98.289	09/28/2018	4,914,490.00	4,990,842.41
3134GBN40	2362	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	06/29/2020		1.625	97.997	09/28/2018	2,939,937.00	3,000,000.00
3134GBY55	2385	214	Federal Home Loan Mort. Corp.	FAC	4,000,000.00	11/17/2020		1.500	99.299	09/28/2018	3,971,976.00	4,000,000.00
				Subtotal	**299,161,984.42**						**298,835,426.62**	**299,145,231.74**
				Total	**451,886,984.42**						**450,227,646.68**	**451,715,701.69**

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.g.**

Meeting Date: November 5, 2018
Item Title: Purchase of Single Family Property located at 2209 Sharon Drive
Submitted By: Mona Woodard, Neighborhood Services Administrator
Strategic Focus Areas: Vibrant Neighborhoods and Commercial Centers

ISSUE

Staff is requesting that the City Council consider the purchase of the single family home located at 2209 Sharon Drive. The property is located in the Devonwood Park 2 addition of the City of Garland adjacent to State Highway 78. The average age of structures in this development is approximately 65 years which falls in line with the program's mission to purchase and upgrade single family housing, extending the life of the home, and increasing the viability of the areas housing stock. The proposed structure would utilize federal funding to rehabilitate and replace components of the structure which would then be sold to a qualified individual or family.

OPTIONS

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

RECOMMENDATION

Staff recommends the purchase of the property for $115,000.00. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

BACKGROUND

Housing and Community Services manages programs designed specifically to purchase and improve aging or deteriorated housing stock within the City of Garland and to assist in creating vibrant neighborhoods while keeping the dream of homeownership affordable for its citizens.

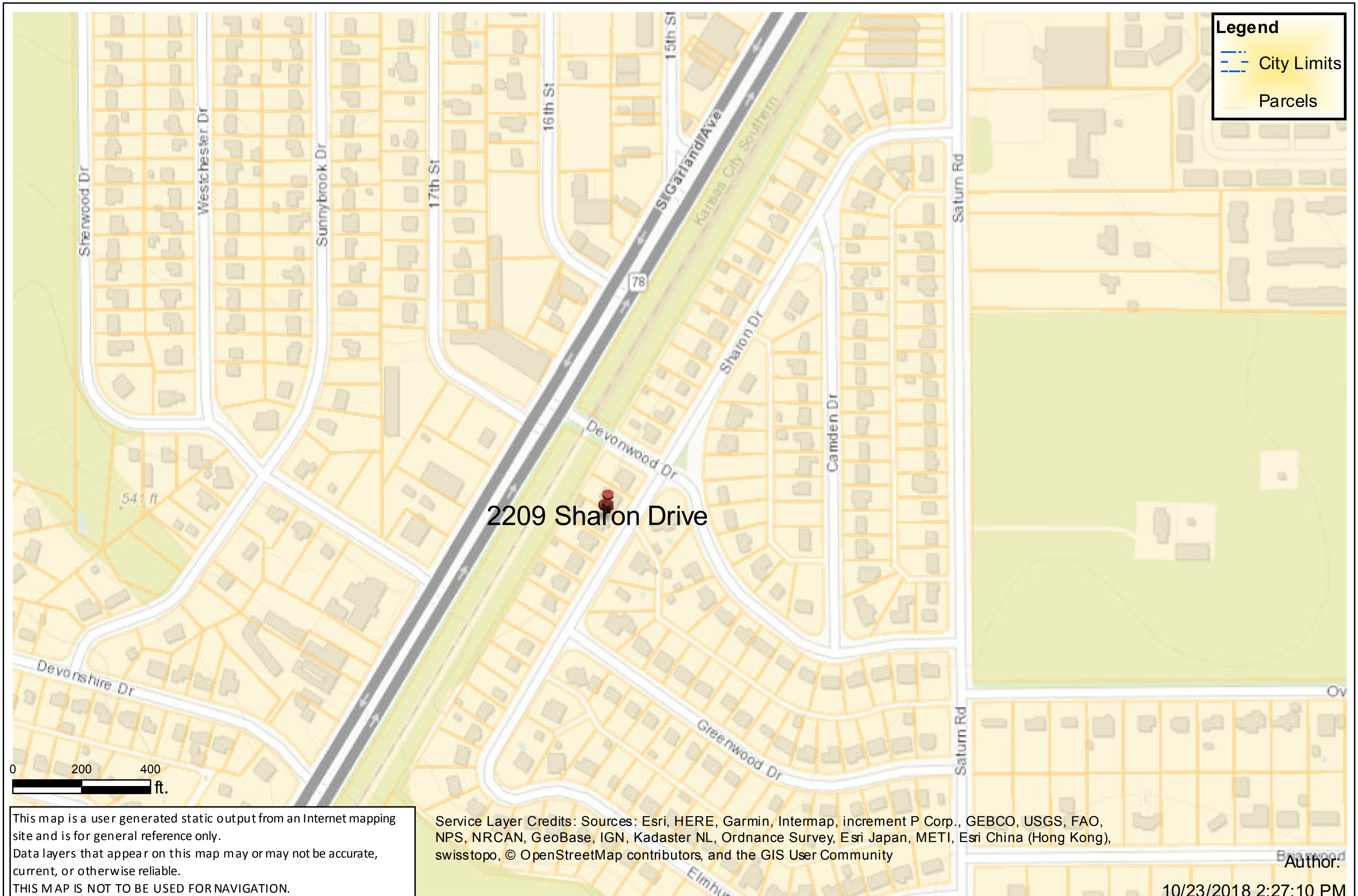
CONSIDERATION

The City of Garland has a Single Family Contract in place to purchase the property located at 2209 Sharon Drive for $115,000.00 contingent upon Council's approval of the purchase. If approved, federal funding would be used to renovate the property and prepare for sale to a new homeowner.

Attachments

2209 Sharon Drive Map

2209 Sharon Drive Map for Council Consideration



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Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Author:

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GARLAND
POLICY REPORT

City Council Work Session Agenda **2.h.**

Meeting Date:	November 5, 2018
Item Title:	2018 Homeland Security Grant Program (HSGP) Application Resolution
Submitted By:	Kwa heri Harris, Emergency Management Coordinator
Strategic Focus Areas:	Safe Community

ISSUE

The Department of Homeland Security Grant Program (HSGP) is managed, at the state level, by the Office of the Governor (OOG). A requirement mandated by OOG is jurisdictions applying for HSGP funding must have a Council approved resolution each year prior to receiving awarded funds.

OPTIONS

1. Approve a resolution to support the 2018 Homeland Security Grant Program (HSGP) application
2. Take no action

RECOMMENDATION

The Office of Emergency Management (OEM) staff recommends support of the HSGP application to gain access to grant funding. The resolution will assist the City of Garland with acquiring funding to help support public safety. This funding will be used to purchase resources that will support the Garland Special Weapons and Tactical (SWAT) Teams by purchasing 10 pairs of helmet mounted night vision goggles. The funding will also support the Garland Explosive Ordinance Disposal (EOD) Bomb Unit operations by providing bomb robot accessories. Finally, the funding will support the OEM by funding a staff position responsible for emergency operations planning sustainment. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 13, 2018 Regular Meeting.

BACKGROUND

The primary purpose of the Department of Homeland Security's (DHS)/Federal Emergency Management Agency's (FEMA) Homeland Security Grant Program (HSGP) is to provide funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal (The Goal) of a secure and resilient Nation. Among the five noted mission areas, Prevention, Protection, Mitigation, Response, and Recovery, HSGP supports the goal to Strengthen National Preparedness and Resilience.

The City of Garland qualifies for two grant programs under HSGP, State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI). The SHSP program supports state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities and mission areas that support terrorism preparedness. All supported investments are based on capability targets identified during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The UASI program funds address the unique risk-driven and capabilities-based planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas based on the capabilities identified during the THIRA process and associated assessment efforts. The funds also assist them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

DHS/FEMA is required to ensure that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. 607). This requirement is met by mandating all SHSP and UASI recipients to ensure that at least 25% of the combined HSGP funds allocated under SHSP and UASI are dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of law-enforcement focused funds are outlined in the National Prevention Framework.

The Garland Office of Emergency Management has been awarded HSGP grant funding for three projects:

1. SWAT Night Vision ($30,000.00): This is a regional SHSP project that will assist in building and sustaining SWAT teams throughout the region. Garland SWAT was selected at the North Central Texas Council of Governments (NCTCOG) level to receive funding for 10 pairs of helmet-mounted night vision goggles. This equipment will enhance night vision capabilities during hostage rescue and Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) responses.

2. EOD (Bomb Unit) Accessories ($43,576.00): This is a UASI grant project that will augment and support the Tactical Bomb Technician program as well as the Bomb Unit as a whole. The EOD equipment and accessories for the robot platform provide the Garland EOD unit with a significant upgrade and replacement of current capabilities by enhancing the technology not available in the unit’s current system. The platform uses camera technology with zoom functions that allows the unit to see in both daytime and nighttime situations, as well as in Infrared. This will allow the unit to perform EOD operations in all environments and assist the Garland Police SWAT team, Fire Department and the Health Department with any call related to CBRNE events.

3. OEM Planning Sustainment ($100,137.30): This is a UASI project that will allow the City of Garland to sustain and continue to work on emergency operations planning projects by continuing funding the salary and benefits of one full-time and part-time staff member in the Office of Emergency Management. The current planning program is designed to work within and follow a master planning submission schedule that was previously developed in order to

keep all plans current which is required by the State in order to qualify for Homeland Security Grant funds. This year's project will include the implementation of the Volunteer & Donations Management annex and the redevelopment of the Recovery annex. Other plans slated to be completed are Damage Assessments, Human Services, Shelter and Mass Care.

Attachments

2018 HOMELAND GRANT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR CERTAIN PUBLIC SAFETY, LAW ENFORCEMENT, AHD HOMELAND SECURITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interests of the citizens of Garland that the following projects be operated for the Fiscal Year of 2018 - 2019: 2018 Urban Area Security Initiative (UASI)and 2018 State Homeland Security Program (SHSP), both projects include Law Enforcement Terrorism Prevention Activities (LETPA). 2018 UASI Garland Emergency Management Planning Sustainment, 2018 UASI Garland EOD Unity Bomb Robot Acquisition (LETPA) and 2018 SHSP Garland SWAT Equipment Enhancement (LETPA); and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full;

WHEREAS, the City Council designates the Director of the Garland Office of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1

The City Council approves the submission of a grant application (whether one or more) for the following projects to the Office of the Governor: 2018 State Homeland Security Program (SHSP), both projects include Law Enforcement Terrorism Prevention Activities (LETPA). 2018 UASI Garland Emergency Management Planning Sustainment, 2018 UASI Garland EOD Unity Bomb Robot Acquisition (LETPA) and 2018 SHSP Garland SWAT Equipment Enhancement (LETPA)

Section 2

The City Council hereby designates the Director of the Garland Office of Emergency Management as the City's authorized official to act in all matters relating to the foregoing grant application(s) and that authorized official is hereby given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Section 3

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

PASSED AND APPROVED this the ___ day of _________________, 2018.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

Grant Numbers:
2982304
3679801
3324702

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.a.**
Meeting Date: November 5, 2018
Item Title: DART Update

Summary of Request/Problem
Council will be updated on DART's services, activities, programs and projects within Garland.

Recommendation/Action Requested and Justification
Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.b.**

Meeting Date: November 5, 2018

Item Title: Update on Progress and Implementation of Proposed 2019 Bond Referendum

Submitted By: John Baker, Assistant City Manager

Summary of Request/Problem

Representatives from Kimley-Horn and City Staff will provide an update to the Council regarding public input, community meetings, anticipated timelines and other information related to the proposed 2019 Bond Program.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.c.**

Meeting Date: November 5, 2018

Item Title: Mandatory Spay & Neuter Ordinance

Submitted By: Jason Chessher, Health Director

Summary of Request/Problem

At the request of Council Member Deborah Morris and Council Member Robert John Smith, staff will provide information on mandatory spay & neuter ordinances adopted by other jurisdictions.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Mandatory Sterilization PPT

GARLAND
TEXAS MADE HERE

GARLAND ANIMAL SERVICES MANDATORY STERILIZATION

Robby Neill, Jason Chessher, Uriel Villalpando

MANDATORY STERILIZATION

- A concept that has gained prominence over the past 10+ years in several cities nationwide
- Dallas implemented mandatory sterilization in 2008, Fort Worth in 2009
- In concept, sterilization is mandatory for all animals and cities typically provide a permit exemption to own unsterilized or "intact" animals
- Community Services Committee considered the issue in 2009 and 2013
- Animal Services Advisory Committee developed current ordinance in 2012/13

GARLAND ORDINANCE

- Adopted 2013
- Requires sterilization of animals impounded by Garland Animal Services
- Impoundment fees increased by $75
- Owners given a $75 voucher when they reclaim their animal
- Several local Veterinarians honor the voucher as cash
- Owners can redeem voucher at Garland Animal Services if proof of sterilization is provided within 30 days

DALLAS ORDINANCE

- Owning an unsterilized cat or dog is illegal, with these exceptions
  - Under six months
  - Veterinarian certifies health reasons for not sterilizing the animal
  - Animal is held by a retail pet store or other adoption facility
  - Certified as a competition cat/dog
  - Owner holds valid breeding permit from Dallas Animal Services
- Breeding Permits
  - Annual permit required for each animal
  - $100 per permit
  - Only allows one litter per year per permit
  - Exception for members of purebred dog/cat clubs, as approved by Director

GARLAND

TEXAS MADE HERE

REGIONAL SURVEY

- Mandatory Sterilization – Dallas & Fort Worth
- Sterilization of Animals Impounded Running at Large – Garland, Plano, Arlington
- No Sterilization Requirements – Richardson, Mesquite, Grand Prairie, Irving
  - These jurisdictions typically charge higher fees for unsterilized animals

GARLAND
TEXAS MADE HERE

Questions?

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda 3.d.

Meeting Date: November 5, 2018

Item Title: Consider adopting a legislative program for the 2019 session of the Texas Legislature

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

The next session of the Texas Legislature will commence in January 2019. Traditionally, the City Council has adopted a general program of broadly-described policy positions regarding matters it desires to support or oppose in the session. Bearing in mind that there will likely be over 10,000 bills and amendments to bills introduced during the session, the challenge in adopting a legislative program is that of focusing on a small number of bills that the City will actively seek to have introduced and passed into law. Experience has shown that attempting to actively promote too many bills during a session will lead to the dilution of effort and ultimately frustration with the likely results. The usual wisdom when it comes to legislation is that it is much more difficult to get a bill passed into law than it is to defeat a bill. That being the case, even with a small number of bills to promote, the odds of passage are probably less than 10-20%.

With a managable list of bills to pursue, the City's efforts can be much more focused. That does not mean the City will only work on its particular bills to the exclusion of all others. We simply do not know prior to its filing whether a bill will be adverse to the City's interests or promote the City's interests, and thus try to retain the maximum amount of flexibility by adopting only general policy directions as a legislative program in addition to approving the list of bills to be actively promoted by the City. Additionally, the City works with affiliated interests such as the Texas Municipal League and other coalitions and organizations that promote the interests of cities and local government in general so as to avoid duplication of efforts or sending mixed signals on bills that matter not only to Garland but to the hundreds of other cities in Texas.

Recommendation/Action Requested and Justification

We propose four specific bills for Council approval:

1. A bill allowing a peace officer to execute a DWI blood draw warrant in any county in which the officer has arrest authority. Oftentimes when a peace officer arrests a suspect for DWI, the closest hospital for a blood draw is located in a county other than the county of the officer's primary jurisdiction. Current law allows the arresting officer to obtain a blood draw warrant in a county outside of primary jurisdiction, but prohibits the officer from actually

executing it, thereby making it necessary to involve another law enforcement agency in the blood draw.

2. A bill authorizing a peace officer to arrest an adult (17 or older) student for making a misdemeanor threat of school violence even if the threat is not made in the immediate presence of the arresting officer. Students who threaten school violence generally do not communicate those threats directly to a law enforcement officer. They make those threats to other students, friends or potential victims. Thus, those threats occur outside the "presence and view" of law enforcement and as misdemeanor offenses, current law prohibits an officer from arresting the student except after obtaining a warrant. Potential school violence is a matter that commands an immediate response and a student who makes threats of school violence should be removed from the school promptly.
3. A bill increasing the population cap on legislation that authorizes the City to collect emergency medical services fees. Current law provides that certain cities with a population of between 220,000 and 250,000 may collect fees for emergency medical services in conjunction with bills for water services. Garland collects approximately $3 million per year in such emergency medical services fees. If the population of Garland exceeds 250,000, and the upper limit of the bracket is not adjusted, Garland will lose those public safety funds.
4. A bill authorizing Garland to use orphaned hotel/motel tax revenues. State law tightly regulates what uses a city may make of hotel/motel tax revenues. Many cities have obtained specific amendments to the hotel/motel tax laws to provide greater flexibility in the use of funds to promote the city and the hotels and motels located within. Garland would like to seek a similar, tailored, expansion of the uses to which hotel/motel tax revenues may be put in order to make Garland a more attractive destination for visitors.

Council is also requested to consider and provide, in broad terms, what particular legislative policy positions, if any, it would like to establish for the upcoming session.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.e.**

Meeting Date: November 5, 2018

Item Title: Street Department Construction Program Update

Submitted By: Steve Oliver, Streets Director

Summary of Request/Problem

The Director of the Street Department will provide an update to the City Council on the status of the Street Department's infrastructure construction program.

Recommendation/Action Requested and Justification

For informational purposes only.

Attachments

Construction Update

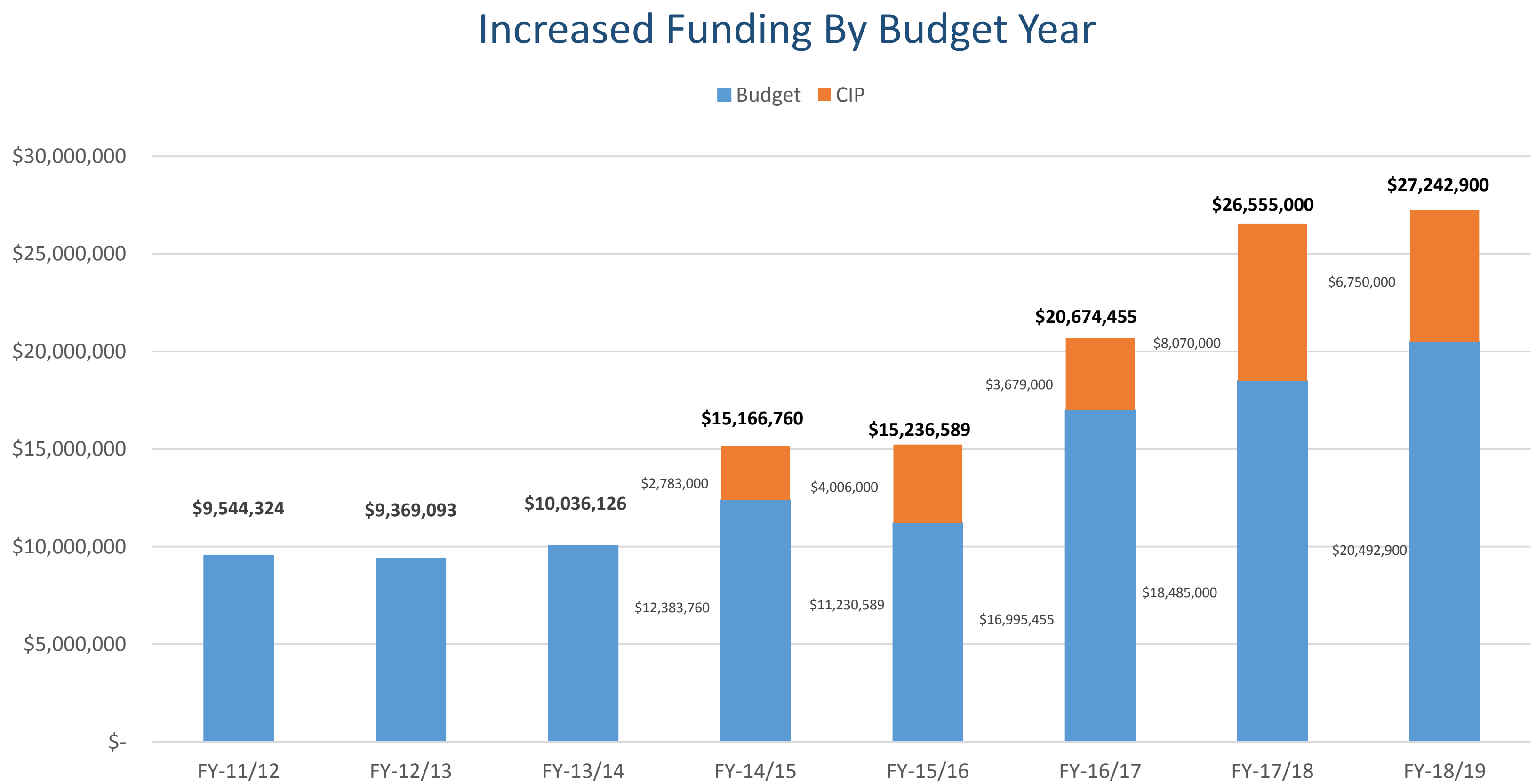
Street Department

Council Update

November 5, 2018

GARLAND

Street Department



GARLAND

Street Department

Street Department Communications Update

- Working with Public & Media Relations to develop several Public Service Announcements
    - Street Talk – Monthly publication
    - Construction Updates
    - The hunt for the orange traffic cones
    - Potholes 101
    - Explaining the PCI
    - Concrete Crushing Operations
    - Street Department webpage link: Street.GarlandTx.gov
- Upcoming Videos
    - What to expect when my street is overlaid
    - What to expect when my street is reconstructed
    - What to expect when my alley is reconstructed

GARLAND

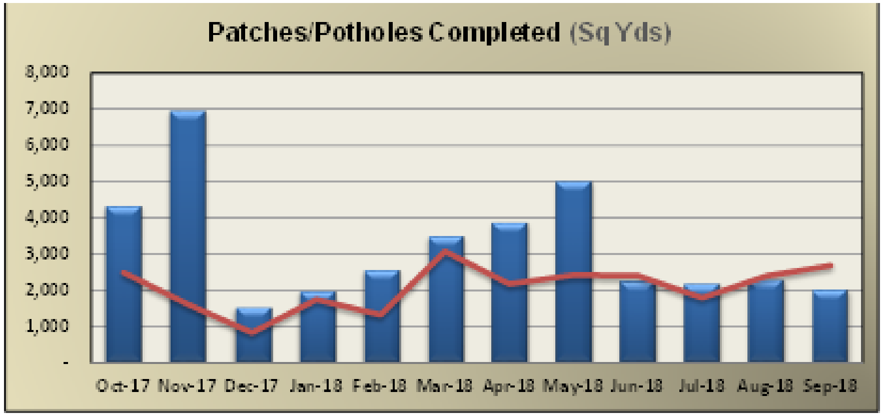
Street Department

Street Maintenance Asphalt Patching Update

Patches/Potholes Completed

	Square Yards	% Chg.
FY 18	38,557	
FY 17	24,958	
Increase (Decr.)	13,599	54%

FY17 Monthly Accomplishments
FY18 Monthly Accomplishments



Street crews completed 54% more potholes and patches in FY 18 than FY 17.

GARLAND

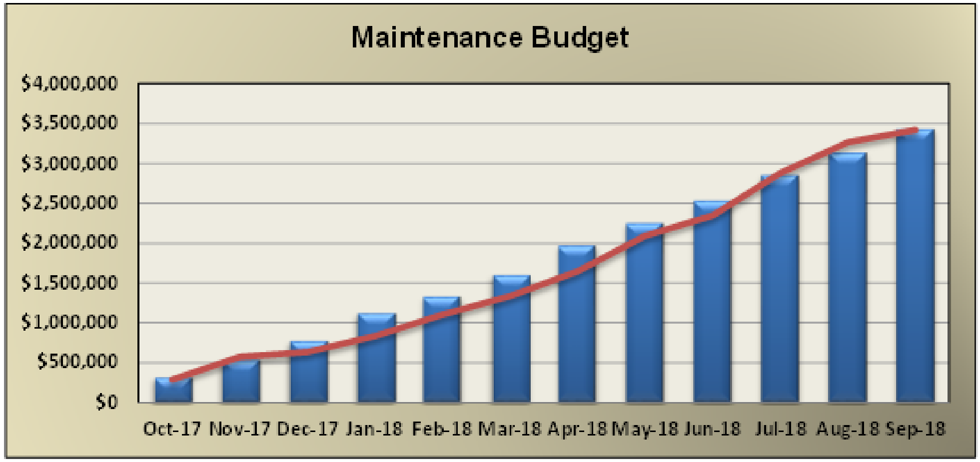
Street Department

Maintenance Dashboards

Maintenance Budget

	YTD	% Chg.
FY 18 Expenditures	3,418,751	
FY Budget Target	3,438,596	
Increase (Decr.)	(19,845)	-1%

FY 18 Expenditures
YTD Budget Target



GARLAND

Street Department

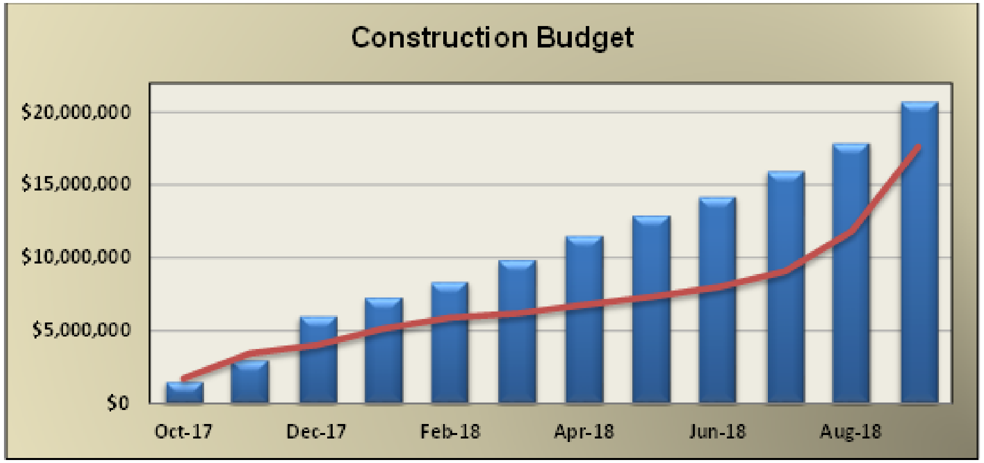
Construction Dashboards

Construction Budget

	YTD	% Chg.
FY 18 Expenditures	17,644,195	
FY Budget Target	20,750,405	
Increase (Decr.)	(3,106,210)	-15%

FY 18 Expenditures
YTD Budget Target

Excludes CIP and CDBG Funding



Note: A significant portion of the annual budget was expended through outside contract work. The Council awarded large contracts that will allow funds to be spent in a timely manner. The budgeted funds that were not expended by the end of FY 18 have been designated for specific projects that will be awarded in FY 19.

GARLAND

Street Department

2017-2019 Project List

Completed Projects for 2016-2017

Alley Reconstruction

Council District	Address Name	From	To	Status
8	Apollo/Schrieber	Kimberly	Idlewood	Completed
8	Bellmeade/Faircrest	Kingsbridge	Faircrest	Completed
7	Campbell/Jester	Royal Coach	Jester	Completed
5	Douglas/Lexington	Jackson	Roanoke Alley	Completed
8	Forest Park/Meadow Park	Brand	West Park	Completed
5	Lewis/Manchester	Lamesa	Manchester	Completed
5	Lewis @ 1721	Lewis	Lewis/Randolph	Completed
5	Jackson	Douglas/Lexington	Douglas	Completed
8	Pebblecreek/Willowcrest	Willowcrest	Apollo	Completed
8	West Park (S)	Forest Park Alley	Meadow Park	Completed
7	Wyrick (E)	Ivanridge	Wyrick (E)	Completed

Community Development Block Grant Program

Residential Street Reconstruction

Council District	Address Name	From	To	Status
8	Nash	Brookside	Garwood	Completed
5	Rolando	Miller	Delano	Completed
2	Vista	Cumberland	Dairy	Completed

Residential Street Reconstruction

Council District	Address Name	From	To	Status
5	Broadmoor	Centerville	Intervale	Completed
5	Celeste	Fifth	First	Completed
4	Commonwealth	Plymouth	Williamsburg	Completed
4	Commonwealth	Colonel	Plymouth	Completed
5	Mayfield	Kazak	Keele	Completed
4	Springbranch	University	Trailridge	Completed
5	Sunnybrook	Westchester	Devonshire	Completed

Arterial / Collector / Industrial / Residential Street Rehabilitation

Council District	Address Name	From	To	Status
3,4	Broadway	Wynn Joyce	City Limits	Completed
5	Market Place	Centerville	Saturn	Completed
1,7	3100 Blk Campbell	N/A	N/A	Completed

GARLAND

Street Department

2017-2019 Project List (Cont.)

Completed Projects for 2016-2017

Asphalt Overlay

Council District	Address Name	From	To	Status
4	Birchwood	Shadyglen	O'Banion	Completed
5	Broadmoor	Intervale	Key Colony	Completed
1	Castle	Miles	Firewheel	Completed
4	Castleglen	Broadway	I-30	Completed
2	Country Club	Miller	High Meadow	Completed
3	Country Club	Centerville	Marilee	Completed
3	Country Club	Wynn-Joyce	Iroqouis	Completed
3	Eastern Hills	Country Club	Luther	Completed
N/A	Elm Grove	Merritt	Landfill Entrance	Completed
3	Guthrie	Broadway	Rosehill	Completed
4	Grinnell	Doral	O'Banion	Completed
4	Grinnell	Valley Mills	Doral	Completed
3	Luther	Eastern Hills	Shari	Completed
3	Marvin Loving	Chaha	Lake Hubbard	Completed
5	Pecan	Kingsley	Winifred	Completed
3	Peninsula	Locust Grove	Deep Canyon	Completed
3	Peninsula	Locust Grove	I-30	Completed
3	Pensacola	Sarasota	Tampa	Completed
N/A	Pleasant Valley	Merritt	Elm Grove	Completed
3	Point	I-30	Marving Loving	Completed
3	Sandee	Shari	Toler	Completed
3	Shari	Luther	Sandee	Completed
4	Tacoma	Maple Glen	End	Completed
2	Talisman	Walnut	Shorehaven	Completed
2	Talisman	Shorehaven	End	Completed
3	Tampa	Pensacola	Daytona	Completed
2	Thirteenth	Main	Ave B	Completed
4	Vera Cruz	Martina	Durango	Completed
4	Vera Cruz	San Gabriel	Martina	Completed
5	Winifred	Ranch	Glenbrook	Completed

GARLAND

Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Alley Reconstruction

Council District	Address Name	From	To	Status
5	Andover/Cripple Creek	Waldorf	Manchester	Completed
3	Ashglen/Branch Oaks	Field Knoll	Branch Oaks	Completed
5	Birchwood/Rockledge	Broadmoor	Penn	Completed
8	Brookfield(E)	Camelot	Kingsbridge	Completed
5	Brookshire (SW)	Brookshire/Intervale	Birchwood	Completed
3	Crestwood	Lyons	Lakecrest	Completed
8	Crystal Creek/Idlewood	Schreiber	Amberway	Completed
3	Dandelion/Goldenrod	Country Club	Rosehill	Completed
3	Fallbrook (6317)	Fallbrook	Guthrie	Completed
3	Gateridge(E)	Guthrie	Green Valley Alley	Completed
8	Glen Canyon/Willowcrest	Apollo	Willowcrest	Completed
3	Goldenrod/Mayapple	Mayapple	Rosehill	Completed
5	Hawthorne/Winifred Alley	Pecan	Pecan/Ranch Alley	Completed
8	Kingsbridge/Woodhaven	Glenbrook	Beltline	Completed
8	Leicester/Trowbridge	North Garland	Old North	Completed
1	Mars(W)	Carriagehouse	Pyamid Alley	Completed
8	Pebblecreek/Ridgegate	Ridgegate	Pebblecreek	Completed
6	Princeton	Plano	Purdue	Completed
6	Timbercreek/Westcreek	Buckingham	Timbercreek	Completed
7	Windy	Windy	Windy	Completed
8	Woodhaven(W)	Kingsbridge Alley	Woodhaven	Completed
5	Blossom (N)/Sheridan (E)	Blossom	Kingsley	Ongoing
5	Briar Way/Ravencroft	Broadmoor	Northwest	Ongoing
5	Douglas/Lexington	Saturn	Charleston	Ongoing
6	Lakeside/Lakewood	Shiloh	Maple	Ongoing
1	Meridian Way/Whiteoak	Toyah Creek	Rivercrest	Ongoing
4	Barcelona	San Carlos	Caravaca	Future
8	Brookcrest/Forest Park	Brand	Century Park	Future
8	Brookcrest/Forest Park	Brand	West Park	Future
8	Brookcrest/Green Oaks	Brand	Century Park	Future
8	Brookcrest/Green Oaks	Brand	West Park	Future
6	Buckingham/Shadycreek	Westcreek	Shadycreek	Future
4	Caravaca/San Carlos	Barcelona Alley	Caravaca	Future
5	Chevy Chase	Broadmoor	Northwest	Future
7	Churchill /Wyrick	Callejo	Ivanridge	Future
3	Columbine/Mayapple	Country Club	Rosehill	Future
3	Country Club	Goldenrod	Columbine/Mayapple Alley	Future
1	Carriagehouse/Holland	Mars	Wilmington	Future
8	Dukewood (S)	Bancroft/Stillmeadow	Limestone Alley	Future
8	Goliad	Monterrey	Sam Houston	Future
8	Kingswood/Queenswood	Bellwood/Kingsbridge	Ridgegate	Future
8	Lena Court/Stadium	Glenbrook	Lena	Future
8	Limestone/Red Brook	Bancroft	Stillmeadow	Future
8	Monterrey/Sam Houston	Crockett	Goliad Alley	Future
5	Morningside/Patrica	Miller	Lakemere	Future

GARLAND

Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Alley Repair

Council District	Address Name	From	To	Status
8	Bellmeade/Faircrest	Bellmeade Alley	Kingsbridge	Completed
8	Bellmeade/Kingsbridge	Bellmeade @ 217	Faircrest @ 113	Completed
6	Burning Tree/Hillsdale	Goodwin	McCallum	Completed
6	Burning Tree/O Henry	Goodwin	McCallum	Completed
6	Burning Tree/O Henry	Bobbie	Jupiter	Completed
7	Flagstone(N)	Elm Ridge	Galaxie	Completed
7	Ripplewood/Robin Hill	Galaxie	Elm Ridge	Completed
7	Castle Rock/Crossbow	Jester Alley(W)	Jupiter	Ongoing
7	Flagstone/Jupiter	High Plateau Alley	Russwood	Ongoing
7	Jester	Castle Rock	Crossbow	Future

Arterial / Collector / Industrial / Residential Street Rehabilitation

Council District	Address Name	From	To	Status
5	Broadmoor	Key Colony	LaPrada	Completed
3,4,5	Broadway	First	Merrimac	Completed
6	Burning Tree	Goodwin	McCallum	Completed
6	Bucknell	Forest Ridge	Plano	Completed
6	Centennial	Pear Tree	Maydelle	Completed
2,3	Centerville	Broadway	Hwy 66	Completed
6	Cornell	Yale	Plano	Completed
1	Crist/Mars	Intersection		Completed
6	Lariat	Jupiter	McCallum	Completed
2,5	Miller	First	Fifth	Completed
6	O Henry	Bobbie	Jupiter	Completed
6	Potomac	Buckingham	End	Completed
7	Shiloh	Apollo	Sword	Completed
7	Arapaho	Garland	Jupiter	Ongoing
6	Goodwin	Potomac	Western	Ongoing
1	Murfield	Brand	North Garland	Ongoing
5	Towngate	Northwest	Millay	Ongoing
7	Wagon Wheel	Beltline	Apollo	Ongoing
1	Woods Court	Clear Springs	Woods	Ongoing
1	Woods Court	Woods Lane	End	Ongoing
5	Bardfield	Centerville	Niagara	Future
4	Canyon	Duck Creek	Sundown	Future
2,6,8	Forest Lane	Garland	City Limits	Future
2,5	Miller	Fifth	Glenbrook	Future
1	O'Shannon	Brand	Waterford	Future
5	Patricia	Miller	Parkcrest	Future

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018
Water/Street Rehabilitation

Council District	Address Name	From	To	Status
3	Country Club	Marilee	Iroquois	Completed
6	Justice	Plano	Burning Tree	Completed
5	Kazak	Mayfield	End	Completed
6	Tynes	Burning Tree	Greentree	Completed
5	Bonita	Axe	Kingsley	Future
3,4	Broadway	Merrimac	Wynn-Joyce	Future
2	High Meadow Cir	High Meadow	End	Future
2	High Meadow	Dove	Country Club	Future
5	McDonald Cir	McDonald	End	Future
5	McDonald	Saturn	Lamesa	Future
5	McDonald Way	McDonald	End	Future
5	Miller	Garland	Shiloh	Future
3	Roan	Rowlett	Waterhouse	Future
4	Thistle	Clover	Thicket	Future
4	Wildbriar	Shadyglen	Heatherglen	Future

Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018
Residential Street Reconstruction

Council District	Address Name	From	To	Status
3	Bachman	Roan	Whiterock	Completed
1	Deepwood	Country Club	Bringle	Completed
3	Green Valley	Guthrie	Guthrie	Completed
6	Justice	Burning Tree	Yale	Completed
1	Meridian	Bringle	Rivercrest	Completed
1	Meridian	Toyah Creek	Rivercrest	Completed
4	Springbranch Circle	Springbranch	End	Completed
5	Sunnybrook	Westchester	Devonshire	Completed
5	Westchester	Garland	Sunnybrook	Completed
3	Club Creek Blvd.	Club Creek	Windridge	Ongoing
3	Mary Jane	Lakecrest	Lyons	Ongoing
8	Queenswood	Kingsbridge	Ridgegate	Ongoing
4	Valley Mills	Grinnel	Stroud	Ongoing
4	Valley Mills	LaPrada	Stroud	Ongoing
3	Alta Oaks	Guthrie	Cedar Elm	Future
3	Blue Creek	Ridgecove	End	Future
1	Bosque	Bringle	Rivercrest	Future
5	Carroll	Saturn	Lamesa	Future
5	Daugherty	Delano	First	Future
3	Dove Meadow	Field Knoll	Guthrie	Future
8	Elizabeth	Hilltop	Inwood	Future
3	Emberwood	Heatherbrook	Field Knoll	Future
5	Flores	Cortez	Lamesa	Future
3	Freeport	Gulfport	Zion	Future
8	Goliad	Sam Houston	Old Mill Run	Future
3	Martindale	Ridgecove	Kerry	Future
1	Meadow Green	Talley	O'Shannon	Future
4	Middle Glen	Avalon	Villa Ridge	Future
7	North	Richoak	End	Future
3	Northridge	Windridge	Bluffview	Future
3	Shari	Club Creek	Luther	Future
8	Ridgecrest	Miller	Westway	Future
2	Wycliff	Miller	Danbury	Future

Community Development Block Grant Program
Residential Street Reconstruction

Council District	Address Name	From	To	Status
2	Alto	Dairy	Curtis	Completed
2	Fremont	Southwood	Miller	Completed
2	High Hollow	High Grove	High Mesa	Completed
2	Linda	Dairy	Cumberland	Completed

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018
Asphalt Overlay

Council District	Address Name	From	To	Status
8	Alamo	Glenbrook	Sylvan	Completed
8	Apollo	Crist	Kingsbridge	Completed
8	Bandera	Glenbrook	Sylvan	Completed
1	Bosque	Rivercrest	Toyah Creek	Completed
1,2	Buckingham	Hwy 78	Pleasant Valley	Completed
1	Carriagehouse	Hwy 78	Wilmington	Completed
8	Cole	Limestone	Idlewood	Completed
1,2	Country Club	Pleasant Valley	Walnut	Completed
8	Crystal Creek	Schreiber	Amberway	Completed
1	Delores	Pleasant Valley	Northlake	Completed
8	Duchess	Kingswood	Dukeswood	Completed
8	Dukeswood	East End	Hampshire Dr.	Completed
8	Echo	Hampshire	Baron	Completed
2,5	Edgefield	Miller	Cedar	Completed
1	Frio	Meridian	End	Completed
8	Hampshire	Dukeswood	Echo	Completed
1	Holland	Mars	Meandering Way	Completed
8	Idlewood	Apollo	Dukeswood	Completed
8	Kimberly	Bancroft	Kingswood	Completed
8	Kingswood	Dukeswood	Ridgegate	Completed
8	Ladywood	Dukeswood	Kingswood	Completed
8	Limestone	Amberway	Stillmeadow	Completed
2	Mainline	Traffic	Commerce	Completed
2	Mars	Walnut	Milky Way	Completed
1	Meandering	Pleasant Valley	Pyramid	Completed
2	Miller	Saturn	Glenbrook	Completed
8	Neal	Apollo	Bancroft	Completed
1	Palo Duro	Toyah Creek	Nueces	Completed
8	Princewood	Naaman School	Kimberly	Completed
1	Pueblo	Pleasant Valley	Grinstad	Completed
1	Rivercrest	Castle	Bosque	Completed
8	Schreiber	Limestone	Idlewood	Completed
3	Tobin Tr	Chicosa Tr	Country Club	Completed
2	Tower	Commerce	Gasoline Alley	Completed
1	Toyah Creek	Bosque	Castle	Completed
1	Toyah Creek	Angelina	Bosque	Completed
1	Trinidad	Castle	Whitney	Completed
8	Bringle	Meridian	Bosque	Future
8	Creststone	Brand	Ridgegate	Future
7,8	Homestead	Old North	Sam Houston	Future
8	Kingsbridge	Apollo	Queenswood	Future
1	Mars	Buckingham	Crist	Future
1	Norway	Meandering	Swiss	Future
8	Old Mill Run	Buckingham	Travis	Future
8	Ridgestone	Brand	Kingsbridge	Future
8	Travis	N. Garland	Larchfield	Future

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2018-2019

Alley Reconstruction

C - District	Address Name	From	To	Status
3	Briar Hollow/Stony Brook	Chicosa	Briar Hollow	Future
5	Birchwood/Rockledge	Broadmoor	Northwest	Future
3	Greenbrook/Peninsula	Peninsula Way	Greenbrook	Future
4	Jamestown/Yorktown	Williamsburg	Jamestown	Future
4	Mayflower	Mayflower	Mayflower	Future
3	Meadow Oaks/Rosehill	Rosehill	Edgecliff Alley	Future
4	Oates/Waikiki	Avalon	Miami	Future
4	Oates/Waikiki	Rosehill	Avalon	Future
4	San Carlos/Clemente	Perdido Alley	Sevilla	Future
5	Sleepy Hollow/Westbrook	Broadmoor	Springlake	Future

Residential Street Reconstruction

Council District	Address Name	From	To	Status
2	Arcady	Linda	Celeste	Future
2	Celeste	Dairy	End	Future
3	Chicosa	Iroquois	Wynn-Joyce	Future
5	Cranford	Denton	Saturn	Future
2	Curtis	Susan	Davidson	Future
3	Daytona	Tampa	Bobtown	Future
3	Field Knoll	Dove Meadow	End	Future
4	Jamestown	Commwealth	Williamsburg	Future
2	Linda	Dairy	Concrete	Future
5	Mayfield	Saturn	Clearpoint	Future
4	Maple Glen	Boca Raton	Tacoma	Future
4	Syracuse	Vanderbilt	End	Future
3	Toler Trl.	Luther	Country Club	Future
4	Woodmere	Rollingridge	Heatherglen	Future

Community Development Block Grant Program

Residential Street Reconstruction

Council District	Address Name	From	To	Status
2	Navasota	Blanco	Castle	Future

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Street Department

3 Year Program Statistics
FY17-19

- Lane miles of street repair and reconstruction accomplished since October 1, 2016
  - 55.94 – Lane Miles
- Lane miles of alley repair and reconstruction accomplished since October 1, 2016
  - 5.29 – Lane Miles
- Lane miles of asphalt overlay accomplished since October 1, 2016
  - 68.40 – Lane Miles
  - **TOTAL = 129.63 Lane Miles Completed**
- Estimates for next quarter
  - Streets – 27.51 LM
  - Alleys – 1.1 LM
  - Overlays – 11.26 LM

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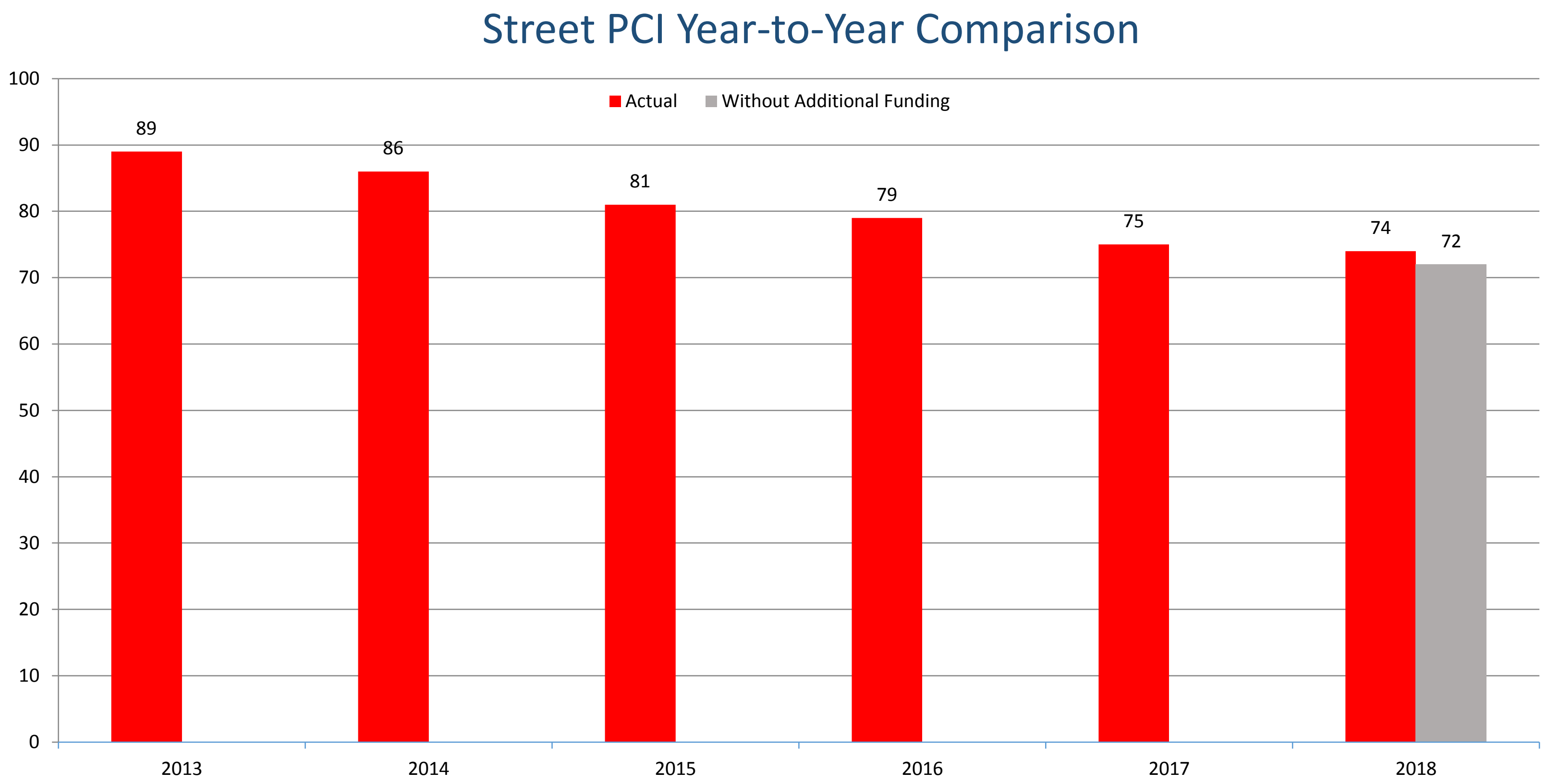
Street Department



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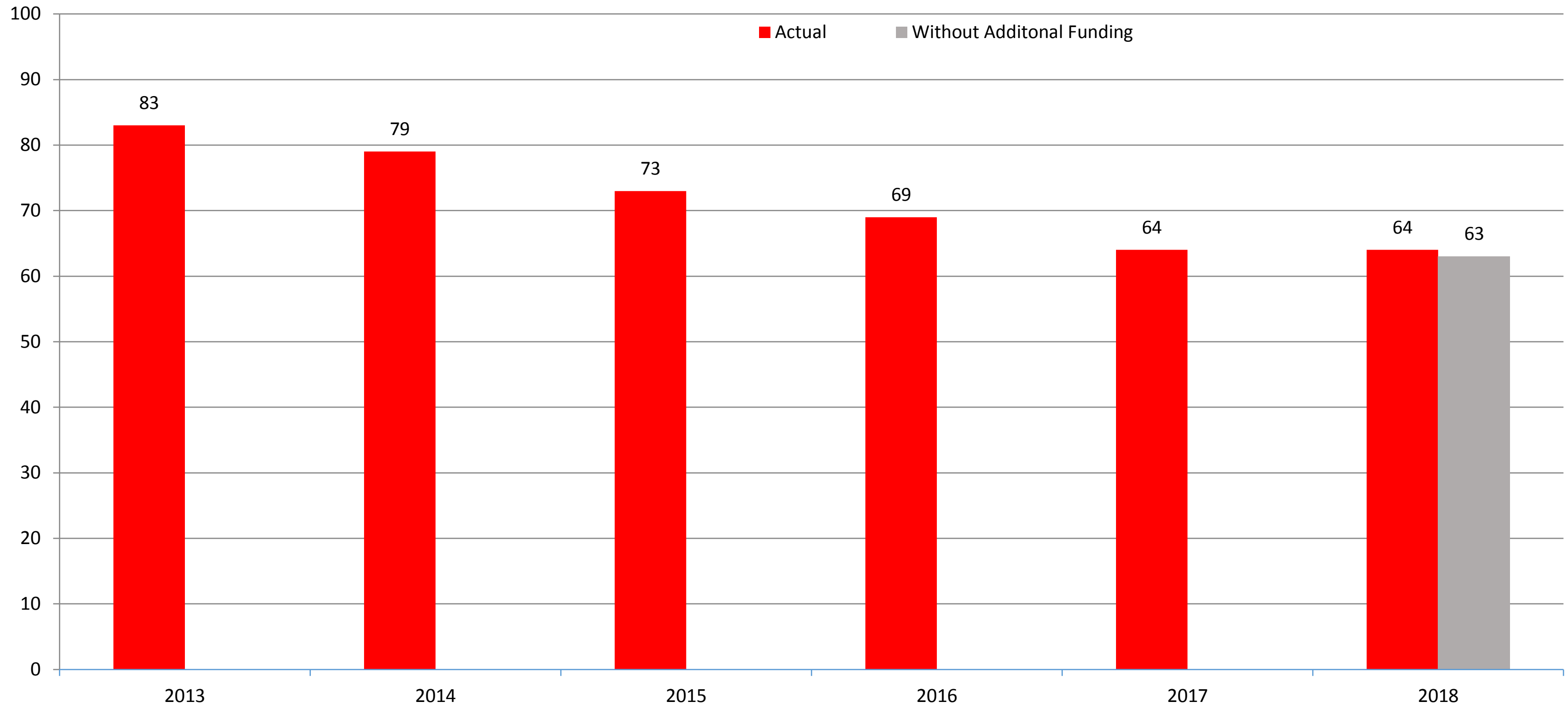
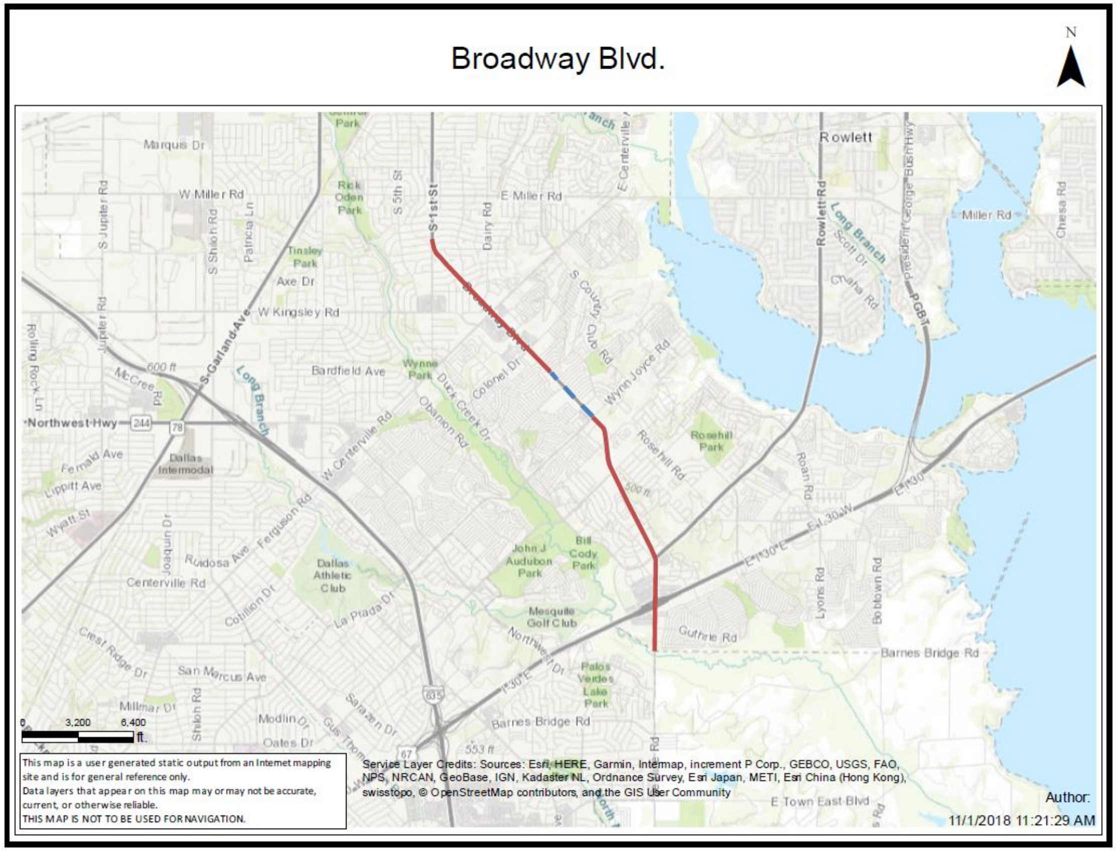
Alley PCI Year-to-Year Comparison



Street Department

Broadway Boulevard Project - Completed

2016-2018



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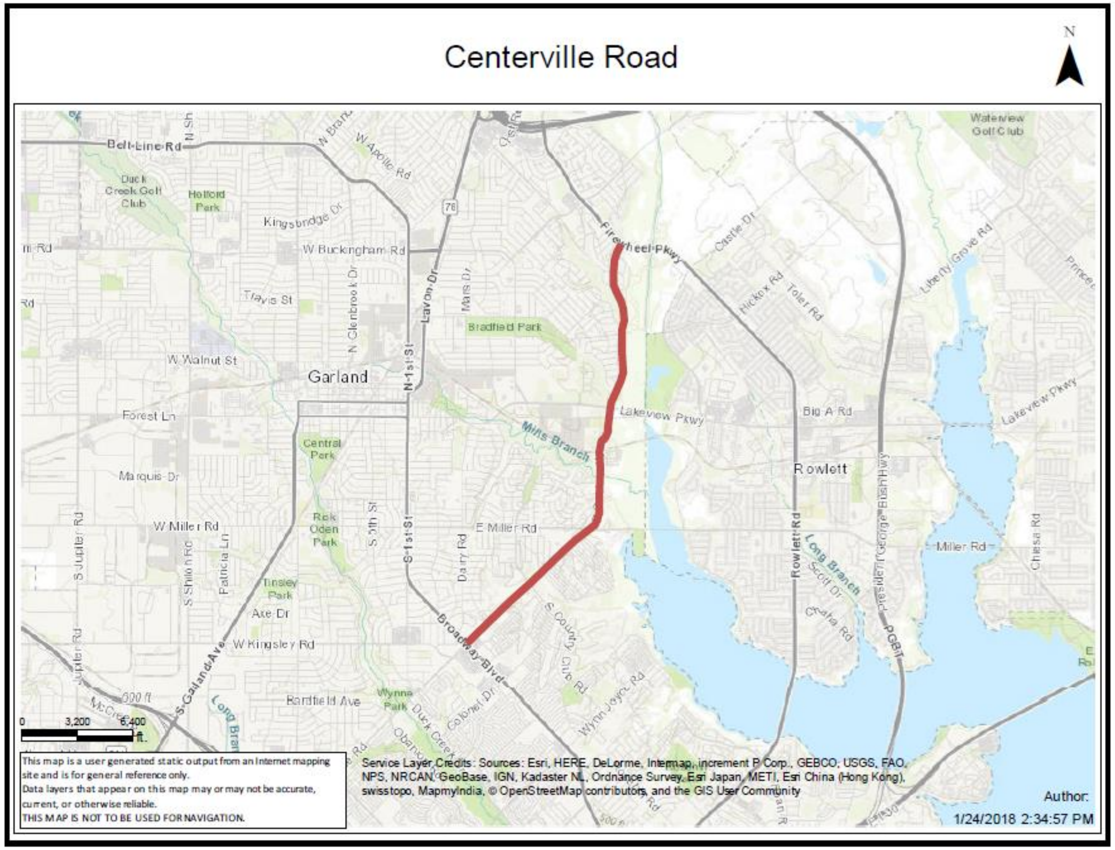
Centerville Road Project – Completed

2016-2018



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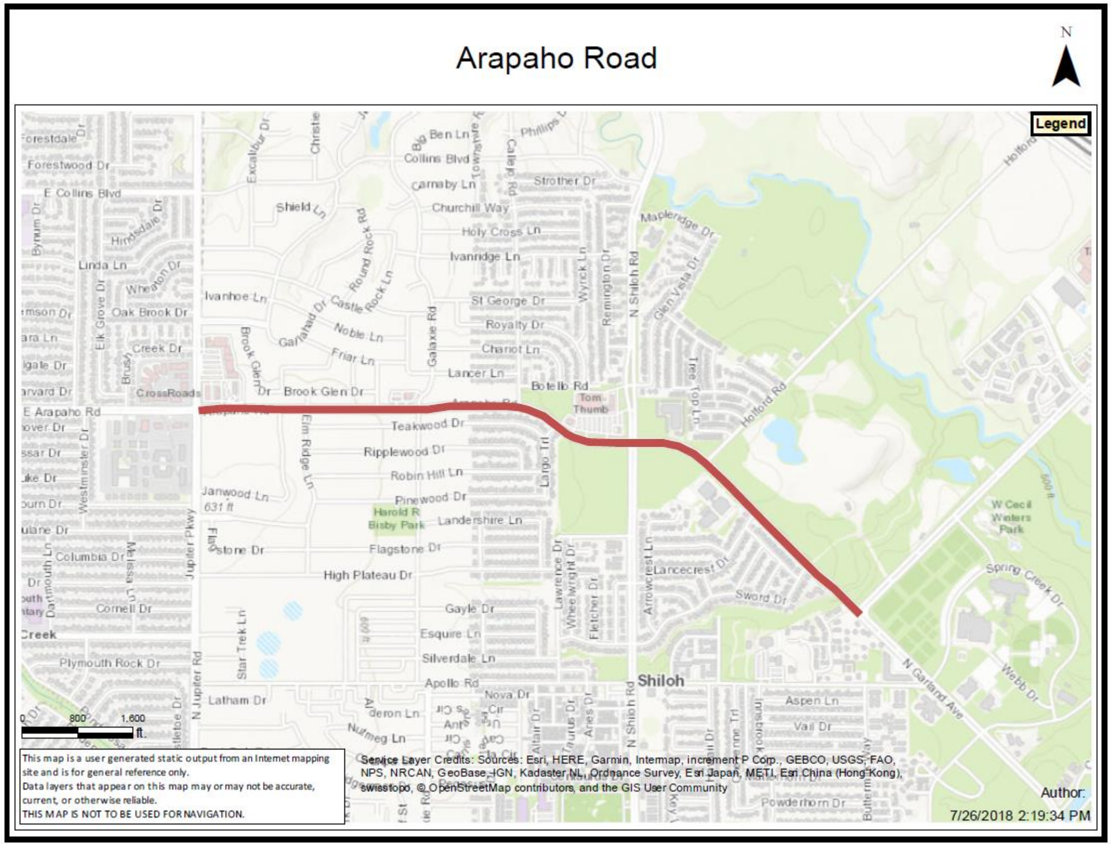
Arapaho Road Project – Under Construction (County Participation)

2017-2018



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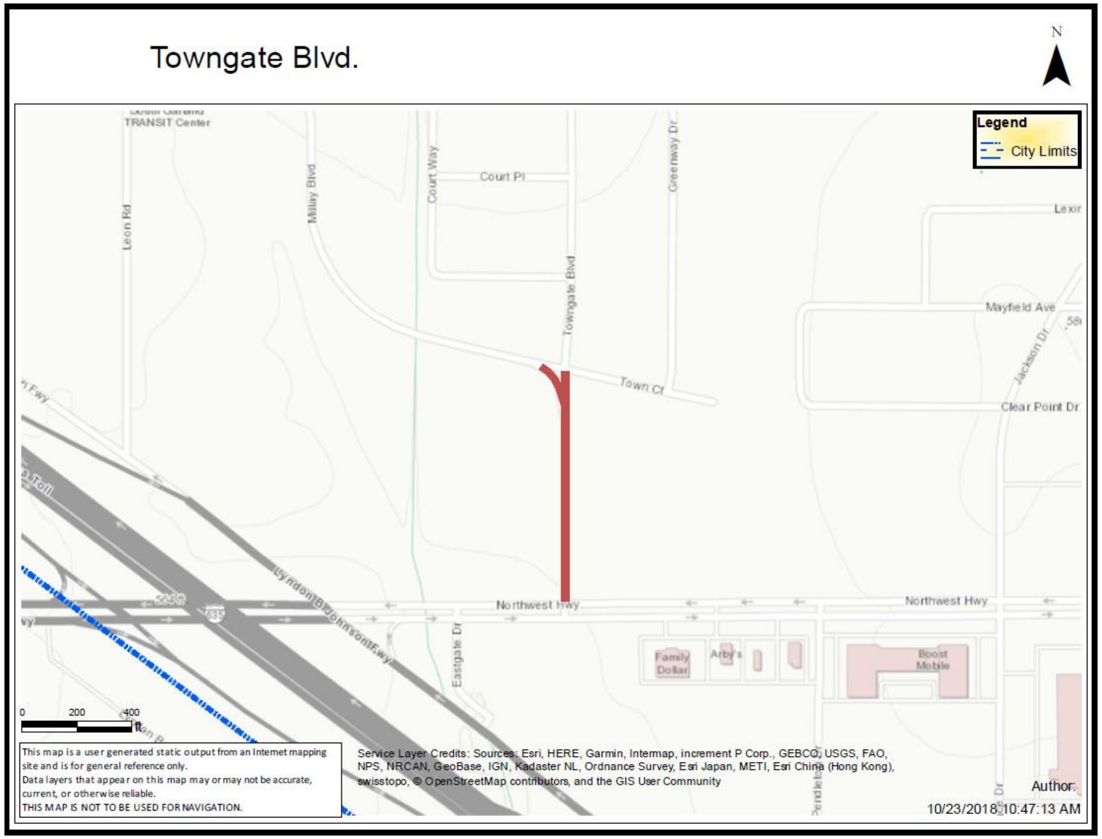
Towngate Blvd Project – Under Construction

2017-2018



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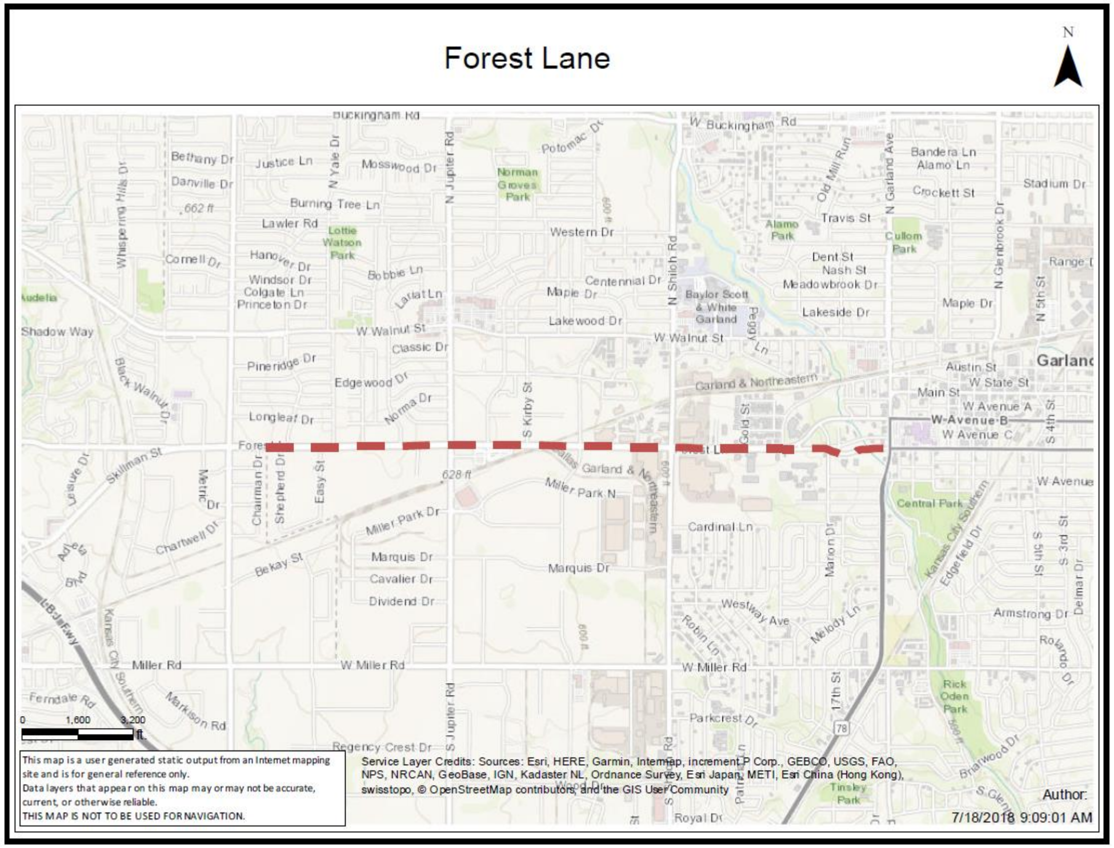
Forest Lane Project - Future

2018-2019



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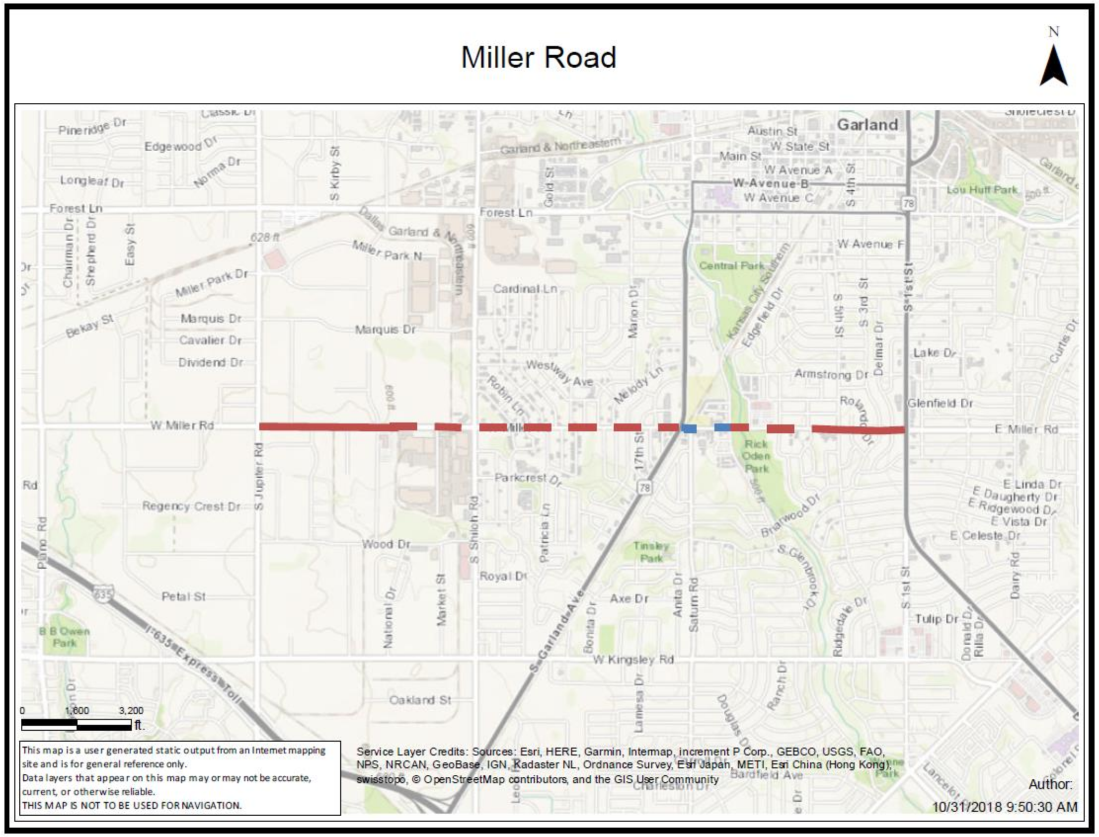
Miller Road Project – Complete/Future

2017-2019



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Street Department

Street Department Commitments on Engineering Department Projects

Projects	Type	Design	Construction OPC	Tentative Bid Date
Tynes Justice	Full Street Reconstruction plus Slab Replacement	$ 72,000	$ 692,193	12/7/2017
Broadway, Syracuse and Intrepid	Concrete Slab Replacement	$ -	$ 340,000	12/18
Roan Water Line - Rowlett to Waterhouse	Concrete Slab Replacement	-	$ 600,000	12/18
Churchill/Strother Alley	Alley Reconstruction		$ 200,000	2/19
Glenbrook Dr.- Centerville to Carroll Dr	Full Street Reconstruction	$ 180,400	$ 1,500,000	3/19
Meadowcrest Park Drainage	Street and Alley Reconstruction		$ 1,000,000	4/19
Ballinger, Bonita, Lamesa and Cortez	Bonita - full Street Reconstruction and Sidewalks	$ 119,000	$ 1,700,000	6/19
	Ballinger- trench line			
Miller Road	Full Street Reconstruction	$ 60,000	$ 1,000,000	6/19
		$ 431,400	$ 7,032,193	

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Street Department

Street Department Project Management and Contracted Projects

Project	Estimated Construction Cost	Award/ Action Date
2018 Street Department Term Concrete Repair Contract		
Section 1 – Arterial Roadways	$3,000,000	03/20/2018
Section 2 – Residential Roadways	$4,000,000	03/20/2018
Section 3 – Alleys	$1,500,000	03/20/2018
2018 Paving Replacement Project (7 Streets)		
Valley Mills Drive (2 sections)	$1,053,794	06/05/2018
Club Creek Blvd., Northridge Dr. & Shari Ln.	$2,265,974	09/04/2018
Martindale Dr. & Blue Creek Dr.	$1,161,451	11/06/2018
2017 Alley Replacement Project (Phase 2B) (4 alleys)	$ 632,989	07/11/2018
2018 Paving, Water and Sanitary Sewer Replacement (11 Streets)		
Phase 1 –Alta Oaks Dr., Dove Meadow Dr., Emberwood Dr. & Freeport Dr.	$1,904,532	08/21/2018
Phase 2- Middle Glen Dr., Daugherty Dr. & Carroll Drive	$2,589,487	2/2019
Phase 3 – Bosque St., North Ct., Goliad St. & Meadow Green Dr.	$2,070,000	3/2019
2018 Alley Replacement Project (Phase 1) (7 alleys)	$904,708	09/04/2018
	$21,082,935	

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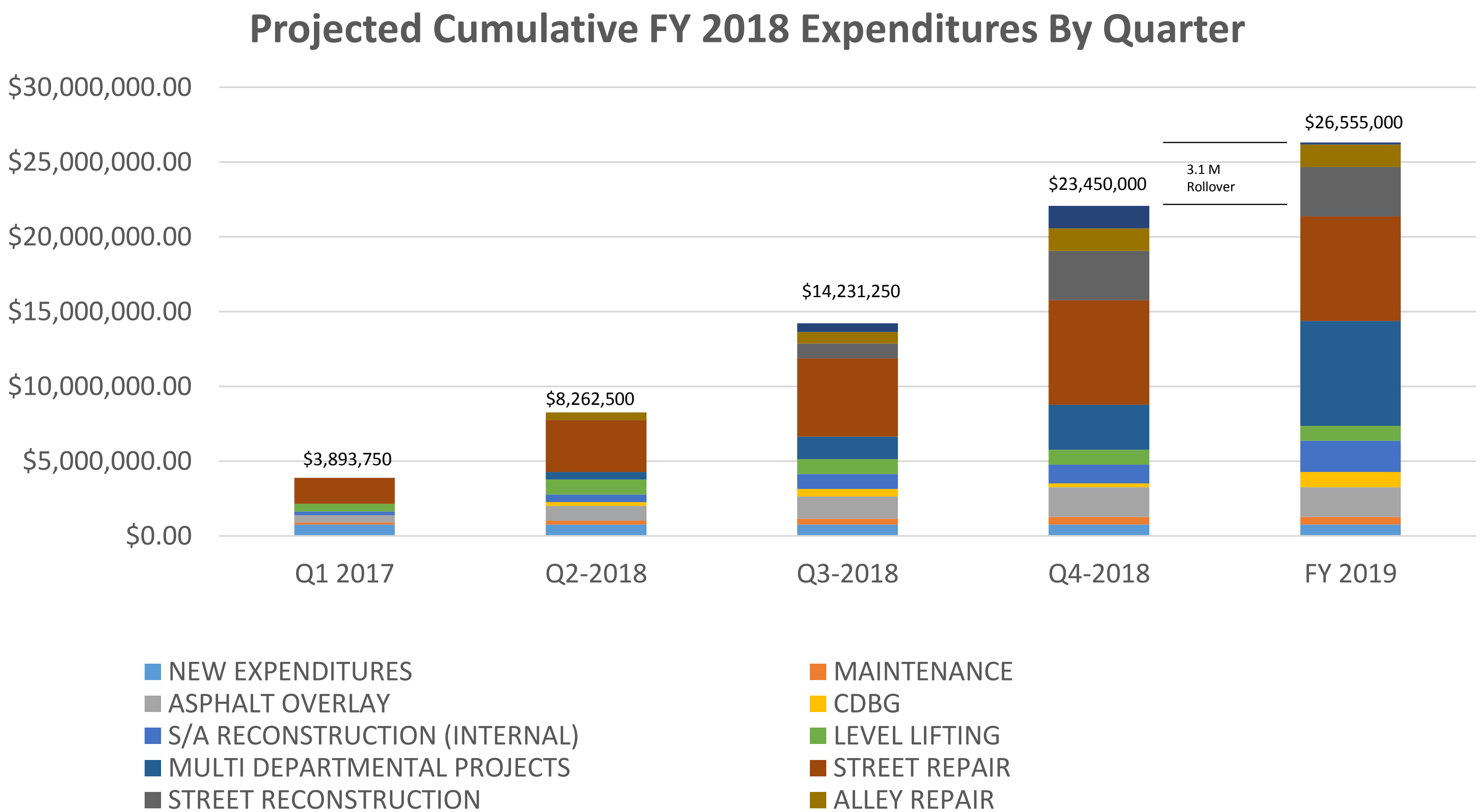

Street Department

Projected Number Of Projects By Classification
FY 2018 – FY 2028
$25M+ Annual Funding

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Arterials	5	4	3	3	1	2	2	2	2	2	2
Collectors	5	5	5	5	5	5	5	5	5	5	5
Industrials	2	2	2	2	0	2	2	2	2	2	2
Residentials	93	99	101	101	105	106	106	106	106	106	106
Alleys	54	66	80	80	92	94	94	94	94	94	94
Total Projects	159	176	191	192	203	209	209	209	209	209	209

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Street Department

Questions?

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CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.f.**

Meeting Date: November 5, 2018

Item Title: Council Member Robert Vera's Briefing on TEX-21

Summary of Request/Problem

Council Member Robert Vera will provide Council with a briefing of his trip to California to attend TEX-21.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

TEX-21 Fact Finding Mission

TEX-21 Fact Finding Mission to the Ports of LA & Long Beach and Inland Port of Riverside, California

September 19-22, 2018

The day began very early as several of us traveled to California on a 6:15 AM flight and we hit the ground running.

Our first appointment was with **Pier Pass/Peak Pass.** We were excited to visit with them about taking trucks out of peak traffic hours. They updated us with the current volume. Their program has taken over 42 million trucks out of peak travel times since 2005.

We met with John Cushing, President of Pier Pass who told us, "Trucks were causing severe congestion on the roads and highways and in neighborhoods around the ports. Idling trucks caught in traffic everyday added to air pollution. "

"Off Peak nearly doubled the potential capacity at the ports without requiring taxpayer funding or waiting years for new infrastructure."

They did this by charging a Traffic Mitigation Fee for peak hour entrance into the ports. These fees actually pay for the necessary labor to operate at off-peak times. Those that come after the peak hours, which are currently from 8:00AM to 6PM are not charged the additional fee. This fee encourages users to come at off peak times. However, this is about to change.

Some trucks were coming to the ports at the same time, during peak hours and then sitting outside the gates on the side of the road and were idling their trucks until the after peak hours began. Then they would enter the gates. Mr. Cushing called that "bunching".

They have now decided to try appointment times for trucks. This will allow them to lower their fees. Every truck will pay for use of the port. They will try that to see if it will cure the problem.

Following our meeting with Pier Pass/ Off Peak, we traveled to the Port of Los Angeles offices in San Pedro. There, we met with not only officials from the Port of Los Angeles, but also the Port of Long Beach and the Alameda Corridor also briefed us. Stephanie Rockwell, Government Affairs Analyst, and Marisela DiRuggiero, Director of Legislative Affairs at the Port of Los Angeles and Samantha Ashley, Director of Government Relations from the Port of Long Beach plus Manuel Hernandez, Senior

Project Manager/Consultant, from the Alameda Corridor provided information regarding the entities they represent. As they said, they are used to doing presentations together.

The Port of Los Angeles is comprised of 7,500 acres and 43 miles of waterfront. They have 3,200 acres of water and 4,300 acres of land. They are the number one port in the United States and have been since. They handle ships that carry containers, and roll on-roll off vehicle ships as well as dry goods and liquids and cruise ships among others. They moved 9.3 million Twenty- Foot Equivalent Units, (TEUs) in 2017. The most they had ever moved.

They are also well known for their environmental endeavors. They are continuously improving the port to be a greener and environmentally responsible port. The port is a landlord that leases space to others. They receive no city truces. They rely on shipping and leasing fees.

Ports are also very large areas. They have also been building toward handling the larger ships over the years not trying to catch up all at once like Texas.

Bob also noted that Houston had grown its volume by 3.6% per year and California by only 1.8%. California used to be nine times bigger than Houston but is losing ground. However, Los Angeles and Long Beach still beat Houston on time. It takes 11 days to get to California ports and 16 days to get to Texas. He said we have incredible rail that California doesn't have at the ports. California has another advantage and that is their population is concentrated in a small area. The Texas population is much more spread out.

While we need to improve, we are doing some things better than California. He said they needed to watch out because if the Texas ports ever get the depth and the room to maneuver the big ships, California will be in trouble.

The final speaker for the evening was Curt Pringle former Republican Speaker of the California Assembly. He spoke to us about high speed rail. He said that he supports it, but he is one of a very few Republicans that still do.

He felt that we must have multimodal solutions for the problems we face in mobility. The population keeps growing and the need for goods to reach their market keeps increasing. Curt said that you simply cannot build enough highways and roads to address this growth.

He also addressed the fact that misinformation is the real culprit in this battle over rail. Due to the internet, lies and misrepresentations can flourish and it is hard to combat with facts because the public is so distrustful of government that they easily believe anything said against something supported by elected officials.

The general public believes that what they pay in gas tax should cover all forms of transportation and it should be adequate to pay for it all. We need to think of ways to educate people about the real needs in transportation. The fact that every mode of transportation gets government funds. It does not matter whether it is roads, air, ships or trains. They all receive government funding.

The Port of LA has the largest on-dock rail assets in the nation. 109 cruise ships called on the Port in 2017. When a cruise ships docks at the Port, they estimate that $1 million is added to the local economy.

In 2017, the cargo value that passed through the Port was $284 Billion.

In Long Beach, the Port handles more than 7.5 million TEUs. The value of that cargo is $194 Billion. They have over 2,000 vessels calling at the Port of Long Beach each year. It supports over a million jobs nationally. They are the second busiest port in the United States. Second only to Los Angeles.

The Port of Long Beach has 3,520 acres of land and 4,600 acres of water. They have 10 piers and 62 berths. They also have 68 post-panamax gantry cranes. One in eight jobs, about 30, 000 in Long Beach are at the port.

Figure 1 East Asia trade accounts for more than 90% of the shipments through the port. Their largest imports are crude oil, electronics, plastics, furniture and clothing. Their top exports are petroleum coke, petroleum bulk, chemicals, waste paper and foods.

The Port of Long Beach is home to Terminal E that has almost zero emissions. It is the greenest in the world. We will discuss that terminal in more detail later in this report.

The two ports combined provide one in nine jobs in Southern California. If combined, they would be the ninth busiest container port in the world. Samara Ashley and Marisela DiRuggiero talked about how the two ports work together. While still competitive, it is in their best interest to work well together in order to promote prosperity for all. Their foresight enabled them to dredge and make other improvements over time. They were not trying to catch up like we in Texas are. They were quite visionary in their plans and recognized that the growth in population as well as other factors were going to create the need for bigger and deeper and wider and longer berth areas. They have been proactive and not reactive to the possibilities and continue to be as they move forward.

Manuel Hernandez, Senior Policy Manager & Consultant for ACTA, the Alameda Corridor Transportation Authority, told us about the Corridor and what it has done for the ports and the communities along that twenty mile route.

The Alameda Corridor opened in 2002. It is a 20-mile long freight rail connector between the rail yards in downtown Los Angeles and both ports.

It effectively eliminated more than 200 at grade railroad crossings. This allowed the Port of IA to expand without causing gridlock. The funding to pay for this change came from the federal government and bonds.

The corridor was necessary because of the amount of traffic that would back up each time these excessively long trains headed to and from the ports and the amount of time it took to clear the at grade crossings. Many times emergency vehicles were hampered trying to get to a call due to a train sitting at a crossing. The trains would only travel at ten miles per hour and average eight and one half miles in length.

Ten miles of the Corridor is a trench. It can run 30 feet deep and 50 feet wide. It takes two water treatment areas and pumping stations. In some areas where it was a narrow passage way, they cantilevered the roads.

Both the UP and the BNSF use the corridor. They alternate who controls it. This helps to make the railroads equal. This is a great thing now that it is completed. However, getting to completion took time as differences in standards and the different way they do things had to be resolved.

The trench passes through six cities and the county and each had to approve the project before it could begin.

The ports were expanding. More trucks were running in and out throughout the area. The plan was to transfer the cargo from trucks to trains but then you had the problem with them blocking the crossings and causing additional congestion, not mitigating it.

It was decided that they would look at alternatives. They had certain standards in mind that they wanted to accomplish. Besides the impact of trains standing for hours at a time at a grade crossing, they wanted to abate the noise, prevent train to train conflicts, reduce air pollution and the use of local streets to reach the grade separations and increase efficiency.

It is highly regarded and has won awards for the design of the project and it has certainly improved mobility. Other areas are now looking at ways to separate grade crossings too.

As we left the Port of Los Angeles, we discussed the improvements that have been made to the ports and the benefits to the local and national economy having deep water ports and improvements to handle it. At the same time, knowing that with increased growth there would be a need for increased on-dock rail and increased traffic mitigation, they did not stand by and wait for someone else to do it for them. They decided to do it themselves.

We then had a chance to see what visionary thinking has done for the ports by traveling to Terminal E at the Port of Long Beach, also known as LBCT. It is the most highly advanced of any of the terminals and is almost 100% automated. It is also the greenest terminal in the world with almost zero emissions.

The Long Beach Container Terminal, (LBCT), is truly amazing. Their use of technology as well as repurposing manpower is worth replicating.

We had a briefing by President, Anthony Otto. He told us about the number of TEU's they are able to handle with the new technology. The LBCT redevelopment project combined two aging terminals into one. It is remarkable to see that that they have actually doubled the capacity of the previous terminals and at the same time cut air pollution by more than half. They are a LEEDS certified building.

They have some of the largest cranes in the world, automated of course. Their berth length is 4,200 feet and their channel draft is 73'. This allows them to handle the largest vessels on the water today.

They are also building the largest on dock rail facility in the nation. That will reduce truck traffic in and around the port. It would total 73,000 foot of on dock rail.

Their plan is to invest in IT to achieve greater results and cost efficiency. "Simplification, Standardization and Automation" are their goals striving to achieve "Self Service".

While we were there, we also received a tour of the property. It was delightful to see so many uses of automation and the speed at which they were able to move.

First, while touring the building, we found out that when they transitioned to the automated cranes, they retrained the crane operators to monitor the computers watching for any problems that might arise. We all know it might have been easier and probably less costly to just hire new employees that were technologically proficient on automated cranes. However, LBCT chose to re-train some of the existing operators so they could keep their jobs.

Then it was on to the facility tour. Thanks to Kevin Hanes and Anthon, we were able to see the "no man zone". That is the fully automated area of the terminal.

Watching the cranes lift two containers at a time was unlike any other port that we have toured. It is quite impressive to see how quickly they move those containers. No wonder the LBCT has reached such phenomenal success in the number of moves per hour.

In the same area, we were witness to the totally automated container carts that move the containers rapidly. It looked like a mechanical ballet. The carts would be moving along, with and without containers. They were unbelievably fast. When one was in the path of another, they would automatically move sideways to get out of their way. Watching them move and their quick maneuvers to sidestep another just shows what can be done with autonomous vehicles on our roads. They will probably perform better than those with drivers as they can react more quickly.

LBCT is in their final phase of construction. It is considered the "Middle Harbor" at the Port of Long Beach.

"Phase 3 completes the creation of the most innovative, efficient and clean terminal in the Americas", said LBCT President Anthony Otto. Upon completion, the facility will have an annual capacity of 3.3 million TEUs, (twenty foot equivalents). To give you an idea of the size, the entire Port of Houston handled 2-46 million TEUs in 2017.

The LBCT terminal will have the ability to handle 3 of the big ships at one time along their 4,250 foot long concrete wharf.

Mario Cordero, Long Beach Port Executive Director said, "Once the final phase is built and operating at full capacity, the Middle Harbor Terminal, (LBCT}, alone would rank as the nation's sixth-busiest container port."

Figure 2 Long Beach AquaLink

Traveling back to the hotel to catch the Long Beach Transit "Aqua Bus", the conversation was full of awe about what we had seen at LBCT and how efficiently the terminal operates. The general comments related to how we can bring some of the ideas we have seen back to Texas?

At the hotel we made our way to the Aqua Bus water bus-stop just behind the hotel. There Debra Johnson, Deputy CEO and Tracy Beidleman, Mgr. Government Relations for Long Beach Transit (LBT) joined us as we took a brief tour of some of the stops along the Aqua Bus route. Debra not only explained use of the Aqua Bus and the need for it in the ever growing congestion of Los Angeles and Long Beach, she explained other services that LBT offers.

LBT has daily boardings of 80,479 and their annual ridership for 2017 was 25,538,275. They cover over 100 square miles. 800,000 residents live within one-quarter mile of LBT bus stops. Customers can transfer to neighboring services with a special interagency transfer. Besides their fixed bus route service, they also have demand-responsive paratransit service called Dial-A-Lift, special services such as LA Chargers Express, and summer Museum Express. Up to 90% of LBTs fleet is alternatively fueled.

DART by contrast covers 700 square miles and has annual ridership of 65.8 million passenger trips system wide (all modes). Metropolitan Transit Authority of Harris County has an annual ridership of 84.3 million and their service area covers over 1,200 square miles.

LBT is a member of the, Southern California Regional Transit Training Consortium, (SCRTIC). It is comprised of several community colleges, transit agencies and universities in the area. They deliver training courses to transit workers across the region. The transit agencies need to fill positions now and in the future that require technical and mechanical skills. This group is very beneficial in the production of bottoms-up, industry-driven, competency-based education materials.

LBT has an annual operating budget of $136 million and is governed by a 7 member board. They have 800 employees. They have a 100 square mile service area across 13 cities. HOWEVER, their

Board members are appointed ONLY by the Long Beach Mayor with approval of their city council.

We ended day one with a quiet dinner on the historic ship, the Queen Macy.

Day two began with each member grabbing breakfast at the hotel. Then we headed to our transport and our first meeting which was a tour of the Port of Long Beach by water. It was a great opportunity to take the transport boat out around the huge ships that call on the Ports of Long Beach and Los Angeles to see just how large these ships are and how many containers they handle. We had the opportunity to ask questions of Mario Gonzalez, from the Port of Long Beach.

When we toured the LBCT (middle harbor), they discussed phase3 of their development. On the water tour, we actually got to see the expansion. Equipment was moving around everywhere. It is a very large area and the trucks were busy moving dirt.

I did not realize until Mario was briefing us, that the Port of Los Angeles and the Port of Long Beach are man-made. The area was mainly a mud-flat and the ports had to be built and dredging was done throughout the history of the port to get to the levels necessary to accommodate the changing size of the ships.

We actually saw numerous container ships, a Ro-Ro, (roll on-roll off), that carries cars, and ships that carry grain and those that carry large items such as iron pieces for the expansion of the LBCT Terminal.

Each type of ship had its own berthing spot along the port. We could see the huge cranes that load and unload ships, trains and trucks. Some that have the ability to handle the post- panamax ships of 18,000 containers and more.

The Port has plans to expand their rail yard so that they can shift more containers by train and away from trucks. This is due to a shortage of truck drivers and because it helps with their clean air initiatives.

The Coast Guard came by as it was cruising the port. Workers on the dock and aboard some of the ships waved. The sea life was abundant. We saw dolphins, sea lions and otters. It's always a treat to see marine life.

Mario explained that both ports are located in San Pedro Bay but are two separate entities. They do cooperate frequently so they can accommodate more economic growth for the area. It is the second busiest seaport in the nation. More than $194 billion worth of cargo moves through the Port of Long Beach every year. The Port's containers account for one-third moving through all California ports. It is one-fourth of all West Coast ports and almost one in five of all containers moving through all U.S. ports. Long Beach is the 21st busiest container port in the world. It has 68 of the post-panamax gantry cranes.

The Port's top traders are China, South Korea, Hong Kong and Japan. They are a little concerned about the tariffs. However, they believe that trade will remain strong and the Port will remain busy.

We also saw the new bridge that they are constructing to be able to get the largest ships into the Port. When finished, the old bridge will be demolished.

I want to thank Long Beach Commission Vice President, Ronnie Lowenthal, for setting up the water tour for TEX-21.

Getting the goods from the port to the rest of the United States depends on coordination and the services of rail and truck. When we left the water tour, we traveled to ICTF, the International Container Transfer Facility. It was built in 1986. It includes both ports. It is a near- dock shipping facility operated by Union Pacific Railroad.

We were able to go to the observation floor of the yard and see the trucks coming in and going out of the yard. We saw the 15 train tracks in the yard and watched as they "built trains". That is the terminology we heard at a variety of our stops along the tour. That is where the containers are loaded onto the well car and are then coupled together to form a train. Once the cars are loaded then the locomotives will hook onto the line and begin transport.

We never really think about "building" a train. I think most imagine that a long train pulls into a facility and loads the cargo. However, actually what happens is well cars (pictured here) are stacked in the rail yard like ICTF until they are moved to the operating track and loaded with a container.

Figure 3 Well cars stacked in the rail.

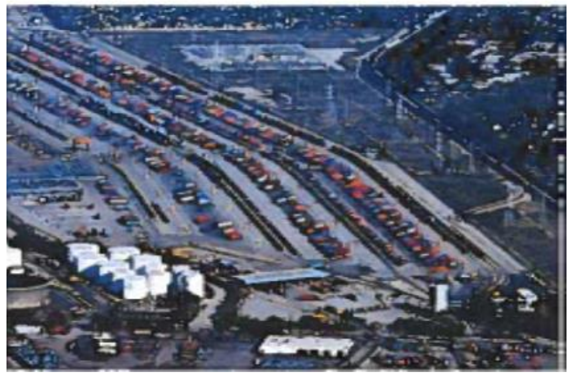
Figure 4 Flat Car

The same is true for a flat car, pictured here. These are not used as often because they only carry one container, whereas a well-car chassis can carry double stacked at same height

They are then hooked together and a locomotive comes to pick them up. It really is a most efficient way of handling cargo. Just think, containers were not invented until the 1950s and not widely used until the 1970s.

ICTF prioritizes "on-dock" loading and their 15 tracks are capable of handling 100,000 feet of rail cars. You can see from this photo their capability.

Figure 5 ICTF on-dock loading and their 15 tracks



Cliff Rawn, Manager of Intermodal Terminal Operations, explained the yard to us and how many trains they handle and how the trains are built. It stretches as far as the eye can see. Trains from this facility take parts and goods from California to Texas. All part of the supply chain.

When we left ICTF we had a very short time frame to get to our next stop which was Pier 300 at Los Angeles. We grabbed a quick lunch to go and headed to their facility.

We were met there by Sean Pierce. CEO and partner of PS Infrastructure and Pier 300. Mr. Pierce is an expert in port economic development. We had the great opportunity to talk to him about how they transformed Pier 300 and what was being planned for the future. Then we asked about the Texas ports and what he thought about them.

Sean explained that since they bought the pier, a few changes have been made. It was a cost center when they took it over. However, he felt he could turn it around, and he has. They are in the process of extending the pier so that it can handle three of the big ships at one time. It already has a long berth at the mouth of the channel. The port only had four big cranes so they have to unload the top layer with them and as it is unloaded, they move to the smaller cranes to unload the rest. The bigger cranes can then move to the next ship and begin the process again. They have new cranes on order and they will arrive in December.

Sometimes we all forget to reassess our procedures and simple changes that would make a major difference are overlooked. The terminal at Pier 300 was not organized correctly. They gained 25% more capacity by turning the containers the opposite direction. They can now do a complete turnaround in 35 minutes and a dual transfer in about 70 minutes.

The tech platform is very old. They decided in their business plan to focus on IT next year. They opened a shop in Scottsdale to handle Pier 300 back office operations. It is a total google shop. No need for an in-house IT person. Google handles it all. If they have a brownout at the port. The cranes will reset themselves and it takes 30 minutes to get them up and running again. This costs them $2,500 per crane per thirty minutes. Calculating the time the power is out and the number of cranes and it is significant.

He also stated that the volumes are increasing at the Port of Los Angeles. There was a 4% increase in base. They have a unique contract with the port. It is a very long term contract. The port was willing to do it because it was structured so that there is a base rate and a tiered structure where they pay on volume.

After catching up on the archaic, they will look at how to expand the port. This year, they will break the record on vessel cal1s and number of containers. This is a must because if you are slow kicking a ship out, it is a real problem and they will go where there is a faster turnaround. APL has created a new expedited ship service from China to EMS in Los Angeles in 11 days. This competes with air travel turnaround times which has increased volume at the port and so has solutions with rail. EMS guarantees a dedicated in-and-out gate for those customers.

Sean believes the problem in Texas is the shipping line side of things. The time it would take for ships to stop at a Texas port is too long. It would take consistent service on the port side including on-dock rail lines with dependable service times. CMA has looked at Texas ports and it is what is behind the ports that matter. Like Charleston, they are always dredging. They refine their roads and rail to meet the needs at the port.

Right to work does not help much but somewhat helpful. Tax relief is good for development including the property tax. No state income tax helps as well.

If you can forge a partnership with a lumber or steel company or cement manufacturer that helps with Greenfield port development, think about how you can get synergies with other resources it helps. Energy is another big cost driver. How do you reduce that cost? He would love to partner with an LNG power source. Improving your competitive advantage is what Texas needs to think about.

Government does not need to run the port. It is rare to see an efficient, state run port. It tends to get too political. Shippers also look at tariffs and the port pilots. What is their charge?

He suggests looking at refrigerated freight. What cargo needs refrigerated shipping? If a port has enough refrigerated cargo coming in, they are in a high profit margin business. If there is a market, they will come. Texas has a big market but do you have the facilities in the port and ancillary to the port to handle it?

Companies will invest in a port depending on the jurisdiction it is in if there is a quantity in the contract that guarantees the container growth. The groundwork and berth will be done by the authority.

Really, Texas needs to talk to Amazon about going to the port. Texas also needs to look at what their base cargo is and build off of that. Some investors will "stick their toe in the water", then can't figure out what to do to expand or improve. If you have a solid plan and can contract for the growth, you are ahead of many ports and investors will be attracted to that.

It was a very informative meeting and the group enjoyed the conversation and insight to port development and economic development.

Next we went to Virgin Hyperloop One. To see it from the outside, you wonder what is it doing here? Once you are inside, you know it is a great campus for their technology.

Figure 6 Virgin Hyperloop One.

It was a truly amazing experience. The energy from the engineers designing it was unbelievable. They are so committed to establishing this technology, I think it will be in numerous locations sooner rather than later.

We were given a tour of the facility except the "secret area". We actually walked and sat in a model of the POD that would be transported through the tube. It can be custom designed to whatever the purchaser wants.

Kristen Hammer, Materials Engineering Manager, explained the technology without giving away trade secrets and then we were briefed by Dan Katz, Director of Global Public Policy and North American Projects and Nathan Roth, Assistant General Counsel- Project Finance. Nathan spoke at the Northwest Tarrant County Transportation Summit hosted by Gary Fickes, Vice Chair of TEX-21.

The push for a hyperloop began in 2014 when Elon Musk threw out the idea and said if anyone wants to go for it, please do. He was too busy on other projects that he could not follow up on it. Hyperloop One was formed. The name was changed in 2017.

It is basically a low pressure tube that has no aerodynamic drag. It saves energy. It uses a linear electric motor to accelerate and decelerate and an electromagnet to lift, mag-lev. There are no brakes. You simply reverse the electric current to stop. They are striving to achieve the "wine glass test". That is where you can sit a wine glass on a tray and it will not move at all whether the vehicle banks, starts or stops. The glass stays exactly where it was before the maneuver.

They are very excited about Texas. The Regional Transportation Council in North Texas is doing a Tier 2 environmental study. Ohio is doing a Tier 1 study. This means that Texas is ahead of any other state. They also said that the executive director of the RTC did not propose that study without doing his due diligence. He traveled to California to see the operation for himself. He wanted to find out if it was viable. He left and proposed the study which is a really good sign to them and to us that it could be a viable component of mobility. They have tested their equipment in Las Vegas. That was their "proof of concept".

As was said there, why go with archaic technology, like rail, when you can have the newest? Virgin Hyperloop One staff reminded us, it is "future proofing". That is, the process of anticipating the future.

Virgin Hyperloop One is doing that. Their product will be built to be flexible and adaptable so that as technology or needs change they can too. They hope to deliver a fully operational Hyperloop by 2021.

The group left there highly energized and ready for the future hoping that Virgin Hyperloop is in Texas first.

That was the end of our appointments for the second day except for dinner that evening. The only thing standing in our way was California congestion. We were headed to Riverside to complete the circle of freight movement. Riverside is part of the Inland Empire. That is a metropolitan area in Southern California located about 60 miles inland from Los Angeles and the Pacific Ocean, and was once driven by the citrus groves that drove the economy in that area which lasted until the end of WWII.

The Inland Empire is now known for its warehousing, shipping, logistics and retail industries. This is the inland port area for Los Angeles and Long Beach. Inexpensive land prices, compared to LA and Long Beach, a large supply of vacant land and the many highways and railroads that intersect there, have made it a major shipping hub.

After arriving in Riverside, we made our way to one of the most beautiful hotels in the world. The Mission Inn at Riverside is a remarkable hotel with incredible architecture and beautiful landscaping, impeccable service and overall delightful surroundings for any type of event. It truly is one of the best hotels in the world.

On Friday, the third day of our Mission to California, we began our meetings with a tour of the BNSF

Dispatch Office. We have seen the UP Railroad Yard at ICTF. We heard about the Alameda Corridor while at the Port of Los Angeles briefing, now we would see the control area for the entire state.

They operate 100 freight trains a day and 100 passenger trains as well. The largest intermodal rail line is at the Ports of LA and Long Beach. The second largest is in the City of Los Angeles and San Bernardino is the third. UPS and Fed Ex and J B Hunt are their largest customers in LA. Amazon is one of the biggest in San Bernardino.

The UP employees work in the same facility at the BNSF Dispatch Center. They actually have office parties together. That is unique to this facility. It does not happen in other parts of the U.S.

The ports make 1,600 trains a day. There are some 10,000 foot trains coming out of the port. The average is 8,500. It was easier before "vessel sharing". Now, the UP and BNSF are in every terminal at the ports.

Lana Kent, Regional Director of Public Affairs and Richard Dennison, General Director of Transportation for BNSF explained the operations and gave us a tour. They said one reason that they and the UP work together well is because they share control of the Alameda Corridor. Right now, UP is in charge of it. In 3 years it will bounce back to BNSF.

In California, unlike other areas of the country, BNSF works well with communities to provide at above grade separations at intersections. They are currently working with Riverside to convert several intersections. The Riverside City Council members, Steve Adams and Chuck Conder had high praise for their community involvement, support and resolve to solve railroad issues in the area.

However, BNSF still contributes only 5-10% of grade separation funding. That hardly seems appropriate when the railroads benefit as well as the citizens. That is better than some in Texas, where they do not want to even discuss playing a part in any funding. They don't usually want to talk about separations funding or not.

As a testament to the resolve of Riverside and the cooperation from BNSF, Riverside is the biggest "quiet zone" in the nation.

That facility operates 720 miles of track. They have already met the PTC, Positive Train Control requirements. They are the only railroad to have done that. The only thing preventing certification of that is the interoperability requirement because the UP is not there yet so the BNSF must operate as non-compliant. If the UP gets their work done, the BNSF will be compliant.

Another exciting aspect of the meeting was that BNSF offered to help us get in touch with the right people when we need help with a railroad line. That was important since so many people can't get them to talk about issues here.

We toured the actual dispatch area which is a highly detailed position. They really cannot be distracted. As we quietly toured the area, we could see the monitors and the number of trains moving and the potential problems that could happen. Thankfully all was well while we were there.

We left BNSF and headed to our tour of the Sketchers facility. At Sketchers we were met by Iddo Benzeevi, President & CEO of Highland Fairview, who developed this "proof of concept" Sketchers facility. It is an over one million square foot building which includes a totally automated warehouse.

We were first given a tour of the outside facility and look at the amount of land available for development in what is titled, "Moreno Valley World Logistics Center". We also saw the conceptual video of the area to be developed and their gateway design which contributes to the branding. They have 41 million square feet available on 47 acres. They spent $38,000 on plants that are drought tolerant and don't water them at all.

The Sketchers Building is beautiful. It has no mechanical air conditioning at all. Yet is was very cool in the warehouse and the office area. It has a system that is louvered and utilizes air drawn in from the outside facing the prevailing winds. A solar reflective white "cool roof' and light colored on-site pavement help reduce the heat. 280,000 square feet of solar powered generation systems have been installed on the roof. Their lighting operates only as needed and their water pollution prevention program captures and treats storm water runoff from 90% of annual rainfall.

They are a LEEDS certified building. It was recognized as the largest most advanced sustainable development of its kind in the U.S.

Sketchers Distribution Center has the ability to ship 100 million pairs of shoes a year. **The old facility would process 7.000 pairs of shoes an hour, while this facility is processing 21,000 pairs per hour. It is a state-of-the-art automated facility. $1.1/2 Billion worth of product is processed through this facility each day.**

Mr. Benzeevi said, "If you only had $1 to spend, spend it on infrastructure. Logistics is fundamental. Logistic infrastructure is where the money should go."

He said, "International trade is the new engine of the global economy. It will be $35 Trillion by 2020. This model was developed using the assumption that we double the role of trade in the economy. By then it will be 60% of GDP. If we don't get trade right we will be in trouble."

Sketchers chose that location because $2.5 billion of commerce is coming through LA/Long Beach. There will be 42 million TEUs by 2030.Nearly half of all goods enter the United States here. If we don't get it right here, the whole nation suffers. That is why they call it the Golden Triangle. The USA GDP is $18.1 Billion while China is at $11.2. If that area of California were its own country, it would be the 7th largest GDP in the world.

Mr. Benzeevi also said/' There is not any product that is wholly made in the USA. It takes 783 million parts to make an airplane at Boeing. Those parts come from all over the world." He told us that Apple and Nike, two of the largest companies in the world do not make a single product. They are logistics companies. However, Apple still has 700,000 employees.

He said, "When the combines and other technological products became available, 25 million workers were out of a job, but the U.S. actually created 125 million other jobs.

The talk about outsourcing is misguided. The jobs didn't go to China, they went from manufacturing to technology, innovation and logistics. There are far more jobs available now than before."

He said it took four and half years to get approval to build the Sketchers building. It only took eight months to build it.

Mr. Benzeevi explained, "It is the regulation involved to build a building or make a product here that causes companies to move to China." Can you imagine that if Apple has a new product coming out and it took 5-7 years to get the permits just to build what is needed in the USA, the technology would be obsolete by the time they were approved."

We were surprised to learn that while $483 billion of final goods are imported from China but that is only 2.4% of our GDP. We ship goods made in the United States to China to build the product and send it back to us.

Toyota is going to use 3D printers entirely to build their cars and soon Sketchers will too. Then they go from a logistics company to an additive manufacturing center. Nike is already making shoes from 3D printers. Right now, Nike and Apple are simply logistics centers. They do not manufacturer a single product. They buy the product produced by someone else and ship those products to store and consumers. That may change with 3D printers.

Like the fax machine, as they drop in price everyone will have one.

Taking people from menial skills and training them is what we need to be doing. Right now, the United States is not doing a good job of that.

$4 trillion dollars in consumer goods a year is sold here. $414 billion was sold over the internet. Shopping centers are a thing of the past. They must sell close to 31% and some 50% more to get back to just 2006 levels. Over 270 shopping centers have closed in the U.S. Like so many other retailers, people may go to Apple and look at it in the store but they purchase the product online.

Also, in the not too distant future, many stores will be handling virtual sales. Nile will scan your foot and then custom make your shoes to that scan. The shoes can be custom made in the fabric and colors you want. They will make it with the 3D printer and have it ready in a very short period of time.

You will do the same with clothing. It will be a virtual fitting area that will take your measurements to make your clothes. The virtual network will also let you look at an outfit you choose and you will see how it looks on you without trying it on.

Groceries will come from a virtual store that will populate the shelves with the products you normally buy or tailor to your dietary needs. If you are diabetic or on a diet, the shelves in the virtual grocery store will only have the products that you are allowed to consume.

The reason Amazon bought Whole Foods is their produce. Whole Foods only buys grade A produce. That way, when you order food online and have it delivered, it will only be the best. Other groceries will do the same so that the products you purchase in the virtual grocery will be the best.

Mr. Benzeevi opened our eyes to the many changes that we will see in the near future. He also answered questions as we wrapped up our visit to Sketchers. Someone asked about education. His idea besides training people to be able to operate and maintain the technology that will be prevalent in the near future was to go to Madison Avenue and hire the best and the brightest to sell the idea that education was of prime importance. His response to the question was until more parents started to instill in their children the importance of education the United States would always be behind other countries where that is what parents teach. Instead of children dropping out of school to go to work to help support the family, they need to feel like that is unacceptable and that getting an education is what they need to do.

On that note, we ended our briefing at Sketchers and moved on to the Amazon facility.

Here we were given a tour of the automated system that they have fulfilling orders. In certain areas of the warehouse which was over one million square feet, there were different jobs being handled by automated equipment. The robots moving the products looked like big discs that would be stacked with different bins and some were full of drawers. They would automatically go to the person handling that order and position the product where the person filling the order could pull it out of a drawer ad throw it into a bin to be packaged to send. Bins were an important aspect of the Amazon process. They seemed to be moving everywhere across the facility.

In one area, they would be bringing product in to the warehouse. In another, they would be processing it to send out. There were areas for large products and other areas, such as the one with drawers that handled small items. There were more people working at Amazon on the various lines than at Sketchers but it was still heavily automated. The products moved rapidly throughout the process. It was amazing to watch the shipping boxes being sorted by machinery to go to the correct area of the warehouse and the line. They would start and stop along a conveyor belt until it was the right place for them to slide into to go to the correct location. We also saw the equipment that labeled and put the postage on the boxes. That entire process to weigh and post and label took mere seconds.

Those in management said they loved working at Amazon and they were very young. Some had risen up through the ranks and others came from other stores. They were excited to show us around and tell us about the process.

It was another exciting day as we headed back to the hotel. Having seen so much from the beginning of the entire spectrum of goods movement.

We toured the ports and terminals where products come in and go out. We toured the train yards where the products are shipped inland to other areas of the country. We were briefed by the transit agency that transports workers to and from their jobs now. We also saw the new technology that could be moving those same workers one day and potentially freight too in a hyperloop. We then traveled to see where the products are fulfilled in the inland ports and saw how technology is being used to handle demand. The population is so large and continues to grow. Manual fulfillment is simply too slow to meet demand. Automation allows more product to be shipped to more people in a shorter amount of time.

It was the full circle of freight movement with a look at the future too. However the day was not over. Riverside Councilmember Steve Adams had arranged a wonderful dinner for us at the hotel with speakers who added even more substance to our mission.

We heard from Christopher Gray, the Director of Transportation at Western Riverside Council of Governments.

Chris impressed upon our members the importance of being prepared for the future of mobility. Right now, every year 4,000 people die in traffic accidents involving semi-trucks. He believes that automated trucks will be on the road sooner than passenger vehicles. They are already being used in some locations and tested in many others.

One reason this is happening is because of the shortage of truck drivers. There are not enough people to deliver all the products to their respective destinations. He questions any state or local entity being completely ready for the deployment of autonomous trucks.

He wanted the members to ponder the question, whether autonomous trucks would cause more accidents or less? Trucks are already involved in so many fatalities and when there is an accident between a truck and a car, the truck usually wins. Plus there is the fact that they will be deployed while there are still a large number of cars on the road that are manually driven. What will the outcome be and how should their deployment be handled? He advised us to look at our laws and our roads and to determine if automated trucks should have their own designated lanes. And should that lane be completely separated not just all drive in one lane?

He feels that there should be one centralized management system to look at freight movement on autonomous trucks where freight is going into and out of the sea ports. He is not sure how easy it will be on the ports and the trucks having different guidelines and systems to monitor them.

Following Chris was Bob Wolf, the former Transportation Commission Chairman. Bob said that the ports face s big challenges:

- **Regulation** - it is much too difficult to make any improvements to ports especially in California but they all have to deal with so much federal regulation it takes and enormous amount of time to get anything approved.

- **Labor** - the ports need long term labor contracts because every time there is a labor "sick out" it costs the entire country an extraordinary amount of money. Labor shortages are a problem as wen. Keeping enough workers in place even though they are when paid is in some areas a problem.

- **Competition** - California faces serious competition from Houston where the labor issues are not as big a problem. The only thing preventing even more loss of goods is the fact that the Gulf Ports can't handle the larger ships. However, the competition the west coast has from the eastern coast ports is not restricted by a lack of ability to handle the post-panamax ships. They are expanding their ports to handle them.

- **Trade Policy** - this has a dramatic effect on ports. Whenever trade policy is being changed it is hard to determine the lasting effects on the ports.

- **Alliances** - There are a large number of alliances being formed in the shipping industry today. As those shipping alliances reach 90% of the trade, they will be able to dictate to the ports what they want and what they will pay. They will take any control the ports have away.

Bob was looking at these issues as a way to draw comparisons to Texas ports. Some of the issues he listed such as labor and to a degree regulation are not as big a problem in Texas as they are in California. Texas being a right to work state and not having as many burdensome regulation agencies as California helps Texas. However, there are differences that give California an advantage. They have really deep water ports.

They also do not realize that managed lanes due to congestion pricing allow a more stable arrival time than conventional lanes. Curt told us that the highway to Riverside has two managed lanes and five main lanes. Fifty percent of all traffic into Riverside get there via the managed lanes. The value of these lanes is significant. Many people like the managed lanes. The majority of people who complain about them don't use them anyway.

This was a very nice way to end our Mission to California the only thing yet to do was have breakfast the next morning and head to the airport. The heavy traffic in that area made everyone anxious to get on the road early that morning. It was a great Mission trip. We learned so much from everyone we talked with.

Now, it is time to share the information with everyone else. Hopefully, this report on our tours and briefings helps. Thank you to all who participated. The information we received was so very timely and valuable.

Robert O. Vera
Councilman Vera
Report

GARLAND

City Council Work Session Agenda

Meeting Date: November 5, 2018

Item Title: Boards & Commission Appointments

Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Council Member Robert John Smith

- Jim Hope - Senior Citizen's Advisory Committee

Attachments

Jim Hope - Senior Citizen's Advisory Committee

Smith

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 2-16-2018

Name: James D. Hope Phone: [redacted] *(Home)*

Address: 213 Faircrest Drive Phone: [redacted] *(Other*

City, State, Zip: Garland,,Texas 75040 Email: [redacted]

Resident of Garland for 40 years Resident of Texas for 40 years

√ Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I am an Electrical Engineer, I have served in the US Army for 28 years, I commanded an 812 person Batt

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

Chairman of the Utility Advisory Board, Board of Adjustment.

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

Serve as a volunteer at the Garland Senior Activities Center (Alternate member of the Site Council)

What is your educational background?

Youngstown State University (BA Pre-Law), USAFI (US Army Bootstarp Program) (BSEE), US Army Command & General Staff College (Masters in Senior Level Management)

What is your occupational experience?

25 years in Engineering and Quality-7 disciplines. 28 years in the military.(both Command& Engineering)

I hereby affirm that all statements herein are true and correct. ____________ Signature of Applicant

Board or Commission of first, second, and third choice:

3 Board of Adjustment	___ Garland Youth Council **	4 Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	6 Property Standards Board	2 Plan Commission
___ Community Multicultural Commission	___ Library Board	5 Senior Citizens Advisory Committee
___ Garland Cultural Arts Commission		1 Unified Building Standards Commission

***Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___
Utility Account Status Current ✓ Past Due ___

CSO Suit/Claim Filed Yes ___ No ✓
Clerk Signature & Date Courtney Vanover

Date Appointed ____________
Appointed By ____________
Date Notified ____________
Disclosure Form Filed ____________

Revised 02/2018