



AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
February 2, 2016
7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

The Duckworth Building is wheelchair accessible. Special parking is available on the north side of the building on Austin Street and may be accessed by a sloped ramp from the street to the door facing Fifth Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRILLE IS NOT AVAILABLE.**

CITY COUNCIL GOALS 2020

(Adopted by Resolution No. 9402 on December 20, 2005)

- **Sustainable quality development and redevelopment**
- **Financially stable government with tax base that supports community needs**
- **Defends rightful powers of municipalities**
- **Fully informed and engaged citizenry**
- **Consistent delivery of reliable City services**
- **Safe, family-friendly neighborhoods**
- **Embrace diversity**

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has been briefed on these items at a previous work session and approval of the consent agenda authorizes the City Manager to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the January 19, 2016 Regular Meeting and the minutes of the January 23, 2016 CIP Special Meeting.

2. Consider approval of the following bids:

- a. **CodeRED Emergency Notification Service** **Bid No. 6191-16**

Emergency Communications **\$121,391.16**
Network, Inc.

This request is to provide emergency telephone, text, and email notification service to Garland residents who register for such notifications. The service, referred to as CodeRED, provides emergency notifications including automated severe weather warning notifications initiated by the National Weather Service. This is a Term Contract that will renew annually in accordance with the GSA contract as long as the service is required. .

- b. **Cayenta Finance System Upgrade** **Bid No. 6211-16**

Cayenta **\$181,990.00**

This request is for Cayenta professional staff to assist the City with upgrading to the current version of the Cayenta Finance System. The

scope of this project includes upgrade support, training, and post “Go Live” support.

c. Construction Material Testing Services Bid No. 6215-16

Alliance Geotechnical Group \$177,364.00

This request is to provide Professional Engineering Services associated with Construction Material Testing for the Pleasant Valley Road Bridge from Richfield Drive to Miles Road project.

d. Lewisville Hydro Turbine Rehabilitation Bid No. 4987-15

Kiser Hydro, LLC \$262,500.00

This request is to provide additional repairs for the Lewisville Hydro Turbine Rehabilitation project. The additional repairs are necessary for the replacement of runner seals that have failed in service.

e. GP&L Lookout Substation Construction Bid No. 6064-16

Irby Construction Company	\$2,814,867.64
Optional Contingency	<u>281,486.76</u>
TOTAL	<u>\$3,096,354.40</u>

This request is to provide construction of the 138 kV Lookout Substation yard. This contract will include all labor, supervision, administration, and management as well as supplying all equipment, materials, and services necessary to perform the construction. Due to the complex nature of the project, an Optional Contingency is included for any unforeseen additional work that may be required.

3. Consider an ordinance to call \$4,000,000 of Tax Notes, Series 2015.

When Council approved the issuance of \$4,000,000 Tax Notes, Series 2015 on September 15, 2015, it was contemplated that the City would exercise the call provision to redeem the notes on March 1, 2016 prior to their scheduled maturity date of November 1, 2016. Staff requests Council consider approving an ordinance to redeem the Tax Notes, Series 2015 as contemplated.

4. **Consider an ordinance ordering and providing notice of a general election for the City of Garland, to be held on the 7th day of May, 2016 and providing an effective date.**

In accordance with the charter of the City of Garland and the laws of the State of Texas, Council is requested to order and provide notice of a General Election to be held on May 7, 2016 for the purpose of electing Council members for Districts 1, 2, 4, and 5.

5. **Consider a resolution of the City Council of the City of Garland, requesting that the Dallas County Central Appraisal District reappraise properties in the City of Garland affected by the recent tornadoes as authorized by Texas Tax Code Section 23.02 and providing an effective date.**

At the January 19, 2016 Work Session, Council considered the reappraisal of disaster area property.

6. **Consider by minute action, authorization of the City Manager to execute an interlocal agreement with the City of Dallas for BioTel services in the amount of \$186,703.00**

At the February 2, 2016 Work Session, Council considered entering into a two-year interlocal agreement in the amount of \$186,703.00 with the City of Dallas for BioTel System services for medical control for emergency medical services.

7. **Consider an interlocal agreement between the City of Mesquite and the City of Forney regarding Radio Communications.**

Council is requested to authorize the City Manager to execute an interlocal agreement between the City of Mesquite and the City of Forney as part of the GMRS P25 Radio System.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

8. Hold a public hearing to receive comment on the 2016 Proposed Capital Improvement Program (CIP).

A public hearing will be held on the 2016 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the proposed program. The 2016 Proposed CIP has been available for public inspection in the City's libraries, in the City Secretary's Office, and on the City's website since January 20, 2016.

9. Citizen comments.

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

10. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Verizon FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.

The City Council of the City of Garland convened in regular session at 7:02 p.m. on Tuesday, January 19, 2016 in the Goldie Locke Room at The Duckworth Building, 217 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:

Mayor Pro Tem	B. J. Williams
Deputy Mayor Pro Tem	Lori Dodson
Council Member	Marvin 'Tim' Campbell
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	Billy Mack Williams
Council Member	Scott LeMay
Council Member	James Cahill

STAFF PRESENT:

City Manager	Bryan L. Bradford
City Attorney	Brad Neighbor
City Secretary	Eloyce René Dowl

ABSENT:

Mayor	Douglas Athas
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CALL TO ORDER:

The meeting was called to order by Mayor Pro Tem B. J. Williams. Council Member Goebel led the invocation and Pledge of Allegiance.

CEREMONIALS:

Mayor Pro Tem B. J. Williams recognized Scout Troop 47.

CONSENT AGENDA:

All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Pro Tem B. J. Williams read those items into the record. Motion was made by Council Member Goebel, to approve the agenda with the exception of items 3 and 4 which were pulled by Deputy Mayor Pro Tem Dodson for discussion, seconded by Council Member Cahill, to approve items 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, and 2h. Motion carried, 8 ayes, 0 nays.

1. APPROVED**

Approval of the Minutes of the January 5, 2016 Regular Meeting.

2a. APPROVED**

Bid No. 6008-16 to Tri-Con Services, Inc. in the amount of \$2,500,000.00 for concrete finish work.

2b. APPROVED** This request is to provide various replacement or repair of concrete paving and structures throughout the city. This is a Term Contract with two optional renewals.
Bid No. 6041-16 to Reliable Chevrolet in the amount of \$586,552.36 for Police vehicles.

2c. APPROVED** This request is to purchase seventeen new Chevrolet Tahoe vehicles to be used by the Garland Police Department in their daily operations.
Bid No. 6059-16 to Valmont Newmark in the amount of \$122,368.00, which includes an optional contingency of \$12,236.00 for a total bid of \$134,604.00 for Replacement Davit Arms for CREZ Transmission.

2d. APPROVED** This request is to purchase Transmission Line Davit Arms to be placed in GP&L CREZ Transmission Line. Funds will be committed to Transmission Operation accounts at time of issue. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional work that may be required.
Bid No. 6068-16 to DMC Power, Inc. in the amount of \$288,357.31, which includes an optional contingency of \$28,836.00 for a total bid of \$317,193.31 for Bus and Ground Fittings.

2e. APPROVED** This request is to purchase DMC bus and ground fittings as part of the Lookout Substation Construction CIP project. Due to the complex nature of the project, an optional contingency is included for any unforeseen additional materials that may be required.
Bid No. 6098-16 to Techline, Inc. in the amount of \$166,800.00 for Copper Cable for Warehouse Inventory.

This request is to procure copper cable for Warehouse Inventory. This cable will be used by GP&L to support improvements for Daisy Brand.

2f. APPROVED**

Bid No. 6148-16 to DFW Communications in the amount of \$148,776.08 for Peripheral Equipment for Police Vehicles.

This request is to provide the peripheral equipment required for the new Chevrolet Tahoe vehicles.

2g. APPROVED**

Bid No. 6149-16 to Holt Caterpillar in the amount of \$1,399,210.00 for Articulating Dump Trucks.

This request is to purchase two Caterpillar Articulating Dump Trucks and a maintenance and repair agreement for these units.

2h. APPROVED**

Bid No. 6151-16 to Knight Erosion Control in the amount of \$1,000,000.00 for Erosion Control.

This request is to provide labor, materials, and equipment required for the installation of bag walls for erosion maintenance on an as-needed basis. This is a term contract with one optional renewal.

3. APPROVED

Resolution No. 10233 adopting the Centerville Market place Revitalization Strategy; and providing an effective date.

In 2011 the City was awarded a Community Planning Challenge Grant which provided funding to prepare a revitalization strategy for the Centerville Marketplace area. After extensive public participation the strategy was completed in 2014 and presented to City Council. The consultant team was directed to finalize the strategy document. Because of extensive delay by the consultant team, the document was not prepared until much later, and was not formally adopted by the City Council. It is being brought forward at this time for formal adoption.

Mayor Pro Tem B. J. Williams opened the discussion at 7:13 p.m. The speaker on this item was Neil Montgomery, Senior Managing Director, Economic Development.

Motion was made by Council member Billy Mack Williams to adopt the resolution, seconded by Deputy Mayor Pro Tem Dodson to close the discussion at 7:32 p.m. Motion carried 8 ayes, 0 nays.

4. POSTPONED

Consider by minute action authorizing the City Manager to establish a Garland Tornado Relief Fund for the purpose of administering donations and relief funds for victims of the December 26, 2015 tornado.

The City Council is being asked to authorize the City Manager to establish a Garland Tornado Relief Fund with the Communities Foundation of Texas, a non-profit group that administers the receipt and disbursement of donations for such purposes. Persons who wish to make donations to be used by persons affected by the December 26, 2015 tornado in Garland will be directed to donate to the fund so established. No City funds will be involved. Disbursements from the fund will be administered through the Communities Foundation of Texas under parameters established by the City.

The consensus of the Council was to postpone this item for future discussion at the January 23, 2016 CIP meeting.

5. PRESENTED:

City Manager Bryan L. Bradford presented the 2016 Capital Improvement Program to the Council for review and deliberation.

6. APPOINTED: Mayor Pro Tem B. J. Williams announced that:
Mr. Jason Curtis is nominated to the Property Standards Board.

7. CITIZEN COMMENTS: None

8. ADJOURN: There being no further business to come before the City Council, Mayor Pro Tem Billy J. Williams adjourned the meeting at 7:37 p.m.

CITY OF GARLAND, TEXAS

Signed:

B. J. Williams, Mayor Pro Tem

Attest:

Eloyce, René Dowl, City Secretary

The City Council of the City of Garland convened in a CIP Special Meeting at 9:30 a.m. on Saturday, January 23, 2016, in the Goldie Locke Room at The Duckworth Building, 217 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:

Mayor Pro Tem	B. J. Williams
Deputy Mayor Pro Tem	Lori Dodson
Council Member	Marvin 'Tim' Campbell
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	Billy Mack Williams
Council Member	Scott LeMay
Council Member	James Cahill

STAFF PRESENT:

City Manager	Bryan L. Bradford
City Attorney	Brad Neighbor
City Secretary	Eloyce René Dowl

ABSENT:

Mayor	Douglas Athas
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CALL TO ORDER:

The meeting was called to order by Mayor Pro Tem B. J. Williams.

1. 2016 Proposed Capital Improvement Program (CIP) – Staff Presentations:

CIP Document Walk-Through and Overview was presented by Matthew Watson, Budget Services Administrator.

The Library funding request was presented by Clair Bausch, Library Director.

The Downtown Update and Economic Development office funding request was presented by Laura Staley, Business Program Manager.

The Planning funding request was presented by Will Guerin, Planning Director.

The Transportation funding request was presented by Paul Luedtke, Transportation Director.

The Garland Power and Light funding request was presented by Darrell Cline, Director of Finance and Accounting and Jeff Janke, Sr. Managing Director.

The Water, Wastewater and Wastewater Treatment funding requests were presented by Wes Kucera, Managing Director Water Utilities.

The Environmental Waste Services funding request was presented by Lonnie Banks, Managing Director.

4. Council Deliberation & Discussion

Deputy Mayor Pro Tem B. J. Williams called for deliberation and discussion.

Council Member Cahill asked Council members to review the CIP and consider the possibility of reducing the terms of borrowed debt.

There was no other discussion or deliberation by the Council.

PRESENTED:

City Manager Bradford presented the February schedule for CIP deliberation:

- February 1, 2016 - Discussion
- February 2, 2016 – Public Hearings
- February 15, 2016 – Additional time for deliberation
- February 16, 2016 – Public Hearings / Adoption

5. Consider by minute action authorizing the City Manager to establish a Garland Tornado Relief Fund for the purpose of administering donations and relief funds for victims of the December 26, 2015 tornado.

Mayor Pro Tem B. J. Williams opened the discussion at 2:20 p.m. The speakers on this item were: Steve Anderson, Investment & Debt Administrator, Bryan L. Bradford, City Manager, and Brad Neighbor, City Attorney.

Motion was made by Council Member Stanley to authorize the Garland Tornado Relief Fund, seconded by Council

Member Cahill, to close the discussion at 2:54 p.m. Motion carried 6 ayes, 2 nays (Deputy Mayor Pro Tem Dodson and Council Member Goebel).

6. ADJOURN:

There being no further business to come before the City Council, Deputy Mayor Pro Tem Billy J. Williams adjourned the meeting at 2:55 p.m.

CITY OF GARLAND, TEXAS

Signed:

B. J. Williams, Mayor Pro Tem

Attest:

Eloyce, René Dowl, City Secretary



GARLAND
PURCHASING

Bid No.: 6191-16
Agenda Item: 2a
Meeting: Council
Date: 02/02/16

Purchasing Report

CodeRED EMERGENCY NOTIFICATION SERVICE TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide emergency telephone, text, and email notification service to Garland residents who register for such notifications. The service, referred to as CodeRED, provides emergency notifications including automated severe weather warning notifications initiated by the National Weather Service. This is a Term Contract that will renew annually in accordance with the GSA contract as long as the service is required.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Emergency Communications Network, Inc.	All	\$121,391.16
TOTAL:		<u>\$121,391.16</u>

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Reviewed by:

Bryan L. Bradford
City Manager

Date: 01/21/16

Date: 01/27/16

FINANCIAL SUMMARY:

Total Project/Account:	\$	N/A
Expended/Encumbered to Date:		N/A
Balance:	\$	N/A
This Item:		121,391
Proposed Balance:	\$	N/A

Budget Analyst	Date
Ron Young	01/25/15
Budget Director	Date

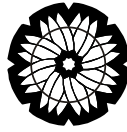
Operating Budget: ☒ CIP: ☐ Year: 2015-16

Document Location: Pages 210 and 280

Account #: 451-6999
(211-7777-7111 &
221-7777-1111)

Fund/Agency/Project – Description:
Term Contract – CodeRED Emergency
Notification Service

Comments:
Term Contract sets price but does not commit
funds. Expenses will be charged to accounts
as incurred.



GARLAND

PURCHASING

Executive Summary **Bid 6191-16** **Code Red Emergency Notification Service**

Recommended Vendor:

Emergency Communications Network, Inc.

Total Recommended Award:

\$121,391.16

Basis for Award:

Cooperative Purchase

Purpose:

The purpose of this contract is to provide emergency telephone, text, and email notification service to Garland residents who register for such notifications. The service, referred to as CodeRED, provides emergency notifications including automated severe weather warning notifications initiated by the National Weather Service.

Evaluation:

The City has been successfully using CodeRED notifications for ten (10) years. This service is available from Emergency Communications Network, Inc. through the General Services Commission (GSA). The GSA contract GS-35F-0253W has been extended through February 2020.

Recommendation:

Staff recommends renewing the contract for the emergency notification service to Emergency Communications Network, Inc.

Funding Information:

451-6999 Blanket Contract Account

Department Director:

Dorothy White, Public & Media Affairs Manager, 972-205-2371



GARLAND
PURCHASING

Bid No.: 6211-16
Agenda Item: 2b
Meeting: Council
Date: 02/02/16

Purchasing Report

CAYENTA FINANCE SYSTEM UPGRADE OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this project is for Cayenta professional staff to assist the City with upgrading to the current version of the Cayenta Finance System. The scope of this project includes upgrade support, training, and post "Go Live" support. Funding was approved in the 2015-16 Information Technology (IT) Project Fund of the Operating Budget.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Cayenta	All	\$181,990.00
TOTAL:		\$181,990.00

BASIS FOR AWARD:

Sole Source

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Reviewed by:

Bryan L. Bradford
City Manager

Date: 01/22/16

Date: 01/27/16

FINANCIAL SUMMARY:

Total Project/Account: \$ 181,990

Expended/Encumbered to Date: -0-

Balance: \$ 181,990

This Item: 181,990

Proposed Balance: \$ -0-

Operating Budget: ☒ CIP: ☐ Year: 2015-16

Document Location: Page 134

Account #: 415-4599-2333016-9029

Fund/Agency/Project – Description:
Information Technology (IT) Project Fund –
Finance System Upgrade

Comments:

Budget Analyst

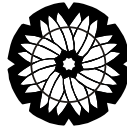
Date

Ron Young

01/25/15

Budget Director

Date



GARLAND

PURCHASING

Executive Summary **Bid 6211-16** **Cayenta Finance System Upgrade**

Recommended Vendor:

Cayenta

Total Recommended Award:

\$181,990.00

Basis for Award:

Sole Source

Purpose:

The purpose of this project is for Cayenta professional staff to assist the City with upgrading to the current version of the Cayenta Finance system. The scope of this project includes upgrade support, training, and post go live support.

Evaluation:

The City of Garland contracts with Cayenta for the use and ongoing support of the Cayenta Finance system.

Recommendation:

Staff recommends awarding the contract to Cayenta.

Funding Information:

415-4599-2333016-9029

Department Director:

Steven Niekamp, Chief Information Officer, 972-781-7205



GARLAND
PURCHASING

Bid No.: 6215-16
Agenda Item: 2c
Meeting: Council
Date: 02/02/16

Purchasing Report

CONSTRUCTION MATERIAL TESTING SERVICES OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide Professional Engineering Services associated with Construction Material Testing for the Pleasant Valley Road Bridge from Richfield Drive to Miles Road project. Alliance Geotechnical Group was selected as the most qualified firm for this project from a short list of materials testing consultants evaluated and ranked by the published criteria in RFQ 5382-15. This is an approved Capital Improvement project, and expenditures will not exceed appropriated funds.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Alliance Geotechnical Group	All	\$177,364.00
TOTAL:		<u>\$177,364.00</u>

BASIS FOR AWARD:

Most Qualified

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Date: 01/22/16

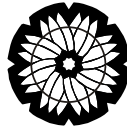
Reviewed by:

Bryan L. Bradford
City Manager

Date: 01/27/16

FINANCIAL SUMMARY:

Total Project/Account: \$ 27,967,000		Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: 2016
Expended/Encumbered to Date: 2,592,564		Document Location: Page ST14		
Balance: \$ 25,374,436		Account #: 693-1409-1429200-7101		
This Item: 177,364		Fund/Agency/Project – Description: Contributed Capital Fund / Pleasant Valley Road Bridge		
Proposed Balance: \$ 25,197,072				
Matt Watson	01/25/15	Comments: Project funded through Regional Toll Revenue (RTR) Program		
Budget Analyst	Date			
Ron Young	01/25/15			
Budget Director	Date			



GARLAND

PURCHASING

Executive Summary Bid 6215-16 Construction Material Testing Services

Recommended Vendor:

Alliance Geotechnical Group

Total Recommended Award:

\$177,364.00

Basis for Award:

Most Qualified

Purpose:

The purpose of this contract is to provide professional engineering services associated with construction material testing for the Pleasant Valley Road Bridge from Richfield Drive to Miles Road project.

Evaluation:

Alliance Geotechnical Group was selected as the most qualified firm for this project from a short list of materials testing consultants evaluated and ranked by the published criteria in RFQ 5382-15.

Recommendation:

Staff recommends award of contract for construction material testing services to Alliance Geotechnical Group.

Funding Information:

Construction Material Testing Services – 693-1409-1429200-7101

Department Director:

Michael C. Polocek, Director of Engineering, 972-205-2178



Purchasing Report

LEWISVILLE HYDRO TURBINE REHABILITATION OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this Change Order is to provide additional repairs for the Lewisville Hydro Turbine Rehabilitation project. The additional repairs are necessary for the replacement of runner seals that have failed in service. This failure was discovered after the turbine was restarted following the initial rehabilitation and repairs. This Change Order represents a 92.8% cumulative increase to the original PO amount of \$330,500.00.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kiser Hydro, LLC	All	\$262,500.00
TOTAL:		<u>\$262,500.00</u>

BASIS FOR AWARD:

Change Order

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Reviewed by:

Bryan L. Bradford
City Manager

Date: 01/22/16

Date: 01/27/16

FINANCIAL SUMMARY:

Total Project/Account: \$	510,903
Expended/Encumbered to Date:	193,411
Balance: \$	317,492
This Item:	262,500
Proposed Balance: \$	54,992

Trent Schulze 01/25/15
Budget Analyst Date

Ron Young 01/25/15
Budget Director Date

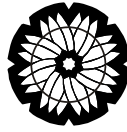
Operating Budget: ☒ CIP: ☐ Year: FY 2015-16

Document Location: Page 210

Account #: 211-3462-7111

Fund/Agency/Project – Description:
Electric Operating Fund / Other Generation

Comments:



GARLAND

PURCHASING

Executive Summary **Bid 4987-15** **Lewisville Hydro Turbine Rehabilitation**

Recommended Vendor:

Kiser Hydro LLC

Total Recommended Award:

\$262,500.00

Basis for Award:

Change Order

Purpose:

The purpose of this change order is to provide additional repairs for the Lewisville Hydro turbine rehabilitation project. The additional repairs are necessary for the replacement of runner seals that have failed in service. This failure was discovered after the turbine was restarted following the initial rehabilitation and repairs. The seal replacement was not included in the original scope of work.

Evaluation:

Kiser Hydro, LLC was approved as the best value provider under original Bid 4987-15. This change order represents a 92.8% cumulative increase to the original PO amount of \$330,500.00.

Recommendation:

Staff recommends the approval of the change order for the needed repair.

Funding Information:

211-3462-7111

Department Director:

Dan Bailey, Energy Services Director, 972-205-2203



Purchasing Report

GP&L LOOKOUT SUBSTATION CONSTRUCTION OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this bid is to provide construction of the 138 kV Lookout Substation yard. This contract will include all labor, supervision, administration, and management as well as supplying all equipment, materials, and services necessary to perform the construction. Due to the complex nature of the project, an Optional Contingency is included for any unforeseen additional work that may be required. This is an approved Capital Improvement project, and expenditures will not exceed appropriated funds.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Irby Construction Company	All	\$2,814,867.64
Optional Contingency		281,486.76
TOTAL:		\$3,096,354.40

BASIS FOR AWARD:

Best Value

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Reviewed by:

Bryan L. Bradford
City Manager

Date: 01/21/16

Date: 01/27/16

FINANCIAL SUMMARY:

Total Project/Account: \$ 10,324,271

Expended/Encumbered to Date: 6,319,373

Balance: \$ 4,004,898

This Item: 3,096,354

Proposed Balance: \$ 908,544

Trent Schulze 01/25/15

Budget Analyst Date

Ron Young 01/25/15

Budget Director Date

Operating Budget: ☐ CIP: ☒ Year: 2015

Document Location: Page E10

Account #: 210-3799-3171501-7111
(EC-S0715-001-1-7111)

Fund/Agency/Project – Description:
Electric CIP / Substations Upgrades

Comments:



GARLAND

PURCHASING

Executive Summary **Bid 6064-16** **GP&L Lookout Substation Construction**

Recommended Vendor:

Irby Construction Company

Total Recommended Award:

\$3,096,354.40

Basis for Award:

Best Value

Purpose:

The purpose of this bid is to provide construction of the 138kV Lookout Substation yard. This contract will include all labor, supervision, administration, and management as well as supplying all equipment, materials, and services necessary to perform the construction.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on the published criteria of: price; experience; qualifications; equipment; safety. Irby Construction Company submitted the lowest overall bid price and received the highest evaluated score, offering the best value to the City.

Recommendation:

Staff recommends awarding the bid to Irby Construction Company as the best value provider.

Funding Information:

CIP project 210-3799-31715-01-7111 (EC-S0715-001-1-7111)

Department Director:

Ross Owen, Transmission & Distribution Director, 972-205-3532



City Council Item Summary Sheet

☐ Work Session

Date: February 2, 2016

☒ Agenda Item

Item 3 - Optional Redemption of Tax Notes

Summary of Request/Problem

When Council approved the issuance of \$4,000,000 Tax Notes, Series 2015 on September 15, 2015, it was contemplated that the City would exercise the call provision to redeem the notes on March 1, 2016 prior to their scheduled maturity date of November 1, 2016.

Staff requests Council consider approving an Ordinance to redeem the Tax Notes, Series 2015 as contemplated. A Written Briefing on this item was presented to Council at the January 19, 2016 Work Session.

Recommendation/Action Requested and Justification

Approve an Ordinance to call \$4,000,000 of Tax Notes, Series 2015.

Submitted By:

David Schuler
Chief Financial Officer

Approved By:

Bryan L. Bradford
City Manager



City Council Item Summary Sheet

☐ Work Session

Date: February 2, 2016

☒ Agenda Item

Item 4 - Ordering and Providing Notice of a General Election

Summary of Request/Problem

In accordance with the charter of the City of Garland and the laws of the State of Texas, Council is requested to order and provide notice of a General Election to be held on May 7, 2016 for the purpose of electing Council members for Districts 1, 2, 4, and 5.

Recommendation/Action Requested and Justification

Approve an ordinance ordering and providing notice of a General Election for the City of Garland to be held on the 7th day of May, 2016.

Submitted By:

Eloyce René Dowl
City Secretary

Approved By:

Bryan L. Bradford
City Manager

ORDINANCE NO. _____

AN ORDINANCE ORDERING AND PROVIDING NOTICE OF A GENERAL ELECTION FOR THE CITY OF GARLAND, TEXAS TO BE HELD ON THE 7th DAY OF MAY, 2016 AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

ELECTION ORDER FOR JOINT ELECTION AND NOTICE OF ELECTION

There is hereby ordered a general election to be participated in by the qualified voters of the City of Garland, Texas, to be held on the 7th day of May, 2016, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing one Councilmember each to respectively represent Districts 1, 2, 4, and 5.

Candidates for Districts 1, 2, 4, and 5 must reside in each respective District. Every qualified voter within Districts 1, 2, 4, and 5 may cast one vote for a candidate for the respective district within which such voter resides.

The candidate for each respective office who shall receive a majority of all votes cast for the office for which that person is a candidate shall be declared elected.

The election shall be held as a joint election pursuant to a joint election agreement by and between the City of Garland, Dallas County, and such other political subdivisions as may be participating in the joint election. Pursuant to the joint election agreement, the Dallas County Election Administrator shall serve as election administrator for the election and who shall appoint such election officials as may be required by law, according to the terms of the law and the joint election agreement.

Section 2

RUN-OFF ELECTION

In the event any candidate fails to receive a majority of all votes cast for the office for which that person is a candidate, a run-off election shall be held on the 18th day of June, 2016 between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of resolving the run-off for each office for which a candidate did not receive a majority of all votes cast at the general election.

Section 3
POSITIONS OF NAMES OF CANDIDATES ON BALLOTS

The positions of the names of the candidates for the general election and, if necessary, for the run-off election, shall be determined by lot in an open meeting to be held at the offices of the City Secretary located at Garland City Hall. The City Secretary shall notify each candidate of the time of the meeting to draw lots and shall preside at the drawing.

Section 4
POLLING PLACES

The polling places for the election shall be those established by the Dallas County Elections Administrator by virtue of the joint election agreement.

Section 5
EARLY VOTING

The main early voting place is the Dallas County Records Building, 509 Main Street, Dallas, Texas 75202. A voter lawfully registered to vote in Dallas County may vote at any authorized early voting location. Within the City of Garland, early voting by personal appearance shall be conducted locally at Bradfield Recreation Center, 1146 Castle Dr., Garland, Texas 75040. Applications for ballot by mail shall be mailed to:

Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Department, 8th Floor
Health and Human Service Building
2377 N. Stemmons Freeway, Suite 820
Dallas, Texas 75207

An application for ballot by mail may also be obtained by sending a completed, scanned application containing an original signature by email to evapplications@dallascounty.org or by fax to 214-819-6303.

Early Voting for the General Election:

Early voting by personal appearance for the general election shall be conducted on weekdays beginning on Monday, April 25, 2016 through Friday, April 29, 2016 between the hours of 8:00 a.m. and 5:00 p.m.; Saturday, April 30, 2016 between the hours of 8:00 a.m. and 5:00 p.m.; Sunday, May 1, 2016 between the hours of 1:00 p.m. and 6:00 p.m.; and Monday, May 2, 2016 through Tuesday,

May 3, 2016 between the hours of 7:00 a.m. and 7:00 p.m. Applications for ballots by mail for the general election must be received no later than the close of business on April 26, 2016.

Early Voting for a Run-off Election:

Early voting by personal appearance for the run-off election, if a run-off election is necessary, shall be conducted on Monday, June 6, 2016 through Friday, June 10, 2016 between the hours of 8:00 a.m. and 5:00 p.m.; Saturday, June 11, 2016 between the hours of 8:00 a.m. and 5:00 p.m.; Sunday, June 12, 2016 between the hours of 1:00 p.m. and 6:00 p.m.; and Monday, June 13 through Tuesday, June 14, 2016 between the hours of 7:00 a.m. to 7:00 p.m.

Section 6
NOTICE OF ELECTION; PUBLICATION AND POSTING

This election order shall constitute a notice of election and this notice shall be:

(1) published at least once, not earlier than the 30th day or later than the 10th day before the general election day, which publication shall include a complete listing of all polling places; and

(2) posted on the bulletin board used for posting notices of the meetings of the City Council, which copy shall also include a complete listing of all polling places, not later than the 21st day before the general election.

PASSED AND APPROVED this the 2nd day of February, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Posted: _____



City Council Item Summary Sheet

☐ Work Session

Date: February 2, 2016

☒ Agenda Item

Item 5 - Reappraisal of Storm Damaged Property

Summary of Request/Problem

At the January 19, 2016 Work Session, Council considered the reappraisal of disaster area property.

Recommendation/Action Requested and Justification

Consider the reappraisal of disaster area property via the attached resolution.

Submitted By:

**Corey Worsham, RTA
Tax Assessor Collector**

Approved By:

**Bryan L. Bradford
City Manager**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, REQUESTING THAT THE DALLAS COUNTY CENTRAL APPRAISAL DISTRICT REAPPRAISE PROPERTIES IN THE CITY OF GARLAND AFFECTED BY THE RECENT TORNADOES AS AUTHORIZED BY TEXAS TAX CODE SECTION 23.02 AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Garland has suffered widespread severe property damage, injuries, and loss of life resulting from devastating, historic tornadoes that occurred on Saturday, December 26, 2015;

WHEREAS, the Mayor of the City of Garland declared a local state of disaster as authorized by the Texas Disaster Act, Chapter 418 of the Texas Government Code;

WHEREAS, the City Council affirmed and extended the declaration of a local state of disaster;

WHEREAS, on December 26, 2015, Governor Gregg Abbott, in accordance with the authority vested in him by Sections 418.014 through 418.017 of the Texas Disaster Act, declared a state of disaster in several North Texas counties, including Dallas County;

WHEREAS, the City of Garland desires that the Dallas Central Appraisal District reappraise all property damaged by the disaster as authorized by Texas Tax Code Section 23.02

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

Section 1

The City of Garland requests that the Dallas Central Appraisal District reappraise all property within the City of Garland city limits damaged by the disaster described in the recitals above as soon as practicable.

Section 2

Once any property damaged in the disaster is reappraised, the taxes on the damaged property shall be prorated for the year in which the disaster occurred (2015). The prorated taxes shall be determined as follows: the taxes on the property based on its value on January 1, 2015, are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days, including the date the disaster occurred, remaining in the year (6 days); and the total of the two amounts is the amount of taxes on

the property for the year.

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 February, 2016.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

☐ Work Session

Date: February 2, 2016

☒ Agenda Item

Item 6 - BioTel Interlocal Agreement

Summary of Request/Problem

At the February 2, 2016 Work Session, Council considered entering into a two-year interlocal agreement in the amount of \$186,703.00 with the City of Dallas for BioTel System services for medical control for emergency medical services.

The City of Garland uses BioTel services to provide medical control for emergency medical services.

Recommendation/Action Requested and Justification

Approve, by minute action, authorization of the City Manager to execute an interlocal agreement with the City of Dallas for BioTel services in the amount of \$186,703.00.

Submitted By:

**Raymond Knight
Fire Chief**

Approved By:

**Bryan L. Bradford
City Manager**



City Council Item Summary Sheet

☐ Work Session

Date: February 2, 2016,

☒ Agenda Item

Item 7 - Interlocal Agreement (ILA) with the City of Mesquite and the City of Forney

Summary of Request/Problem

Pursuant to the existing interlocal agreement (ILA) between the cities of Garland and Mesquite for the operation of the P25 radio system, the Garland City Council is required to review approve any additional ILA's that may be entered into by either party. The attached document is the proposed ILA between the City of Mesquite and the City of Forney for the purposes described below.

The interlocal agreement between the Cities of Mesquite and Forney includes:

- (1) Lease of Designated space within the Forney Tower and License and Rights of entry, access and egress.
- (2) Use of the P25 Radio System by Forney for Backup and Redundant Communications
- (3) Establishes acceptable terms and protections for each municipality.

Recommendation/Action Requested and Justification

Authorize the City Manager to execute an interlocal agreement between the City of Mesquite and the City of Forney as part of the GMRS P25 Radio System.

Submitted By:

Steven Niekamp
Chief Information Officer

Approved By:

Bryan L. Bradford
City Manager

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MESQUITE AND THE CITY OF FORNEY REGARDING RADIO COMMUNICATIONS

This Interlocal Agreement between the City of Mesquite and the City of Forney Regarding Radio Communications (“Agreement”) is entered into as of the “Effective Date” (as hereinafter defined) by and between the City of Mesquite, a Texas home-rule municipality (“Mesquite”), and the City of Forney, Texas, a home-rule municipality (“Forney”), on the terms and conditions set forth herein. Mesquite and Forney are sometimes referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, Mesquite and Forney are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of their respective citizens; and

WHEREAS, the Interlocal Cooperation Act, codified at Chapter 791 of the TEXAS GOVERNMENT CODE, as amended (the “Act”), provides authority for the local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, Mesquite and Forney are local governments as that term is defined in the Act and this Agreement is being entered into pursuant to and under the authority of the Act; and

WHEREAS, Mesquite and the City of Garland, a Texas home rule municipality (“Garland”), have entered into The City of Garland and the City of Mesquite Radio System Interlocal Agreement, dated July 7, 2015 (the “Garland/Mesquite Radio System ILA”), to implement a combined wide-area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards (the system as defined in the Garland/Mesquite Radio System ILA being hereinafter referred to as the “System”); and

WHEREAS, Mesquite and Garland are hereinafter sometimes collectively referred to as the “System Owner”; and

WHEREAS, Mesquite desires to install and operate certain components of the System owned solely by Mesquite, which are more particularly described in **Exhibit “A”** attached hereto and made a part hereof for all purposes (the “Mesquite/Forney Tower Components”), at Forney’s communications tower located at 110 Justice Center Drive, Forney, Texas 75126, which tower has been registered with the Federal Communications Commission (“FCC”) and has an Antenna Structure Registration (ASR) File Number of A0850574 (the “Forney Tower”), and to use the Forney Tower as a host transmission site for the System; and

WHEREAS, Forney agrees that Mesquite may install and operate the Mesquite/Forney Tower Components at the Leased Premises (as hereinafter defined) and use the Forney Tower as a transmission site for the System as more fully set forth herein; and

WHEREAS, Forney agrees to allow access to the “Leased Premises” (as hereinafter defined) for the purpose of constructing, installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, replacing, securing and using the Mesquite/Forney Tower Components and all other lawful purposes incidental thereto as more fully set forth herein; and

WHEREAS, Mesquite agrees to provide Forney airtime usage of the System for backup and redundant radio communications as more fully set forth herein; and

WHEREAS, effective radio communications are essential to the provision of governmental services of both Cities and benefit the public health, safety and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to both Parties; and

WHEREAS, the effective date of this Agreement shall mean the later of the dates this Agreement is approved by the governing bodies of both Cities and signed by the authorized representatives of each City (the “Effective Date”); and

WHEREAS, the Cities desire to enter this Agreement for the purpose of memorializing their agreement with respect to the matters set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, Mesquite and Forney agree as follows:

I. TERM

1.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect until and including September 30, 2026, unless terminated earlier by Mesquite or Forney in accordance with the terms of this Agreement (the "Initial Term"). Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive terms of three (3) years each beginning October 1, 2026 and continuing on October 1st of each third calendar year thereafter (each a "Renewal Term" and collectively the "Renewal Terms") unless either Party terminates this Agreement in accordance with Section 7.01 below. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "Term".

II. LEASE OF DESIGNATED SPACE WITHIN THE FORNEY TOWER AND LICENSE AND RIGHTS OF ENTRY, ACCESS, INGRESS AND EGRESS

2.01 Lease. For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration including, without limitation, the covenants and agreements of the Parties as more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, Forney hereby leases to Mesquite the portion of the Forney Tower more particularly described in **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "Leased Premises") for the purpose of constructing, installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, replacing, securing and using the Mesquite/Forney Tower Components and all other lawful purposes incidental thereto including, without limitation, the use of the Forney Tower as a host transmission site for the System. Forney acknowledges that Garland may maintain and repair the Mesquite/Forney Tower Components and accordingly, Mesquite and Forney hereby agree that Garland shall have the right to access the Leased Premises for the purpose of maintaining, repairing, upgrading and replacing the Mesquite/Forney Tower Components.

2.02 Licenses and Rights of Entry, Access, Ingress and Egress. Forney further hereby grants to Mesquite and Garland, their agents, employees, contractors, subcontractors and authorized representatives, licenses and rights of entry, access, ingress and egress over, across, upon and through the property of Forney to the extent reasonable and necessary to access the Leased Premises including, without limitation, licenses and rights of entry, access, ingress and egress over, across, upon and through the portions of the Forney Tower which are necessary to access the Leased Premises. Forney may enforce reasonable and necessary security measures with respect to access to the Leased Premises and the Forney Tower to the extent necessary to protect Forney's property and facilities, the health and safety of its employees and the public, or to comply with applicable state and federal laws and regulations. In the event access to the Leased Premises or Forney's Tower requires an escort or requires entry or access by an employee or representative of Forney, Forney shall provide, at Forney's sole cost and expense, an employee or other authorized person to provide such escort, entry, and access within a reasonable time after request by Mesquite. The Parties specifically acknowledge that Mesquite is making substantial expenditures in connection with the purchase of the Mesquite/Forney Tower Components in reliance on the licenses and rights of entry, access, ingress and egress granted herein. The Parties expressly agree that the licenses and rights of entry, access, ingress and egress granted herein are irrevocable during the Term of this Agreement and are coupled with an interest and shall not be terminated during the Term of this Agreement.

2.03 Notice. Mesquite and Garland shall use reasonable efforts to provide notice to Forney prior to the exercise of any right to access the Leased Premises except in cases of an emergency.

2.04 Enforcement of Rights of Entry, Access, Ingress and Egress. The Parties acknowledge that the Mesquite/Forney Tower Components are being purchased and installed to provide emergency public safety services and that it is critical that Mesquite and Garland have continued access to the Mesquite/Forney Tower Components. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that the lease, licenses,

rights of entry, access, ingress, egress and use of the Forney Tower as a host transmission site for the System granted pursuant to this Article II shall, in addition to all other remedies available herein or by law or in equity, be enforceable by injunction and/or specific performance.

2.05 Removal of Mesquite/Forney Tower Components. The Parties agree that Mesquite shall have the right to remove the Mesquite/Forney Tower Components at any time during the Term of this Agreement or within thirty (30) days after the termination or expiration of this Agreement provided, however, Mesquite shall repair any damage to the Forney Tower caused by such removal within ten (10) days from the date of such damage, and that such repair shall return the damaged property to at least as good a condition as existed before the damage occurred. The provisions of this Section 2.05 shall expressly survive the expiration or termination of this Agreement.

2.06 Modifications to Forney Tower. Mesquite and Garland shall have the right to make structural modifications to the Leased Premises and the Forney Tower necessary to support the Mesquite/Forney Tower Components and to host a transmission site from the Forney Tower; provided, however, Mesquite and Garland obtain Forney's prior written consent to such modifications, such consent not to be unreasonably withheld. All such modifications shall be performed by Mesquite, or Garland where requested by Mesquite, and shall be at Mesquite's sole cost and expense.

2.07 Repairs/Maintenance. Forney shall be responsible for all maintenance, repairs and replacements to the Forney Tower except for any necessary work or replacements that are due to or a result of the construction, installation, inspection, testing, operation, maintenance, servicing, repairing, upgrading, replacing, removing, securing or use of the Mesquite/Forney Tower Components, which shall be Mesquite's responsibility. Mesquite, or Garland where requested by Mesquite, shall also be responsible for all maintenance, repairs and replacements to the Mesquite/Forney Tower Components.

2.08 Coordination of Emergency Repairs. If there are emergency repairs that need to be made to either the Leased Premises or the Forney Tower, then Mesquite, Garland, and Forney agree to work together in a timely manner to coordinate repairs so that the transmission site at the Forney Tower remains operational at all times.

2.09 Control of Mesquite/Forney Tower Components. Forney shall have the right to access the Leased Premises for the purpose of performing building maintenance and to inspect the Leased Premises, but for no other purpose without the prior written consent of Mesquite, which shall not be unreasonably withheld. Mesquite and Garland may upgrade, maintain, repair and/or replace the Mesquite/Forney Tower Components from time to time during the Term of this Agreement without the prior written consent of Forney provided Mesquite and Garland provide Forney with a description of any components that replace any existing components.

III. USE OF THE SYSTEM BY FORNEY FOR BACKUP AND REDUNDANT COMMUNICATIONS

3.01 Use of System by Forney for Backup and Redundant Communications. Once the System is operational, Mesquite agrees to provide Forney with airtime usage of the System to engage in radio communications for backup and redundant communications only. Mesquite agrees to provide Forney the use of "Talk Groups" (as hereinafter defined) on the System for backup and redundant communications only through radio "Subscriber Units" (as hereinafter defined) owned by Forney. "Talk Groups" as used herein shall mean a group of radio users in a common functional responsibility that transmit and talk among themselves. Forney shall not have any rights to use the System as a primary mode of communication unless Forney and Mesquite enter into a new interlocal agreement that sets forth the fees, rights and obligations of both Parties and the System Owner in connection with the use of the System by Forney as a primary mode of communication.

3.02 Compliance with Applicable Federal, State and Local Laws and Regulations. When using the System for backup and redundant communications, Forney covenants and agrees to abide by all applicable federal, state and local laws, rules, regulations and ordinances as now and hereafter amended including, without limitation, all rules and regulations of the FCC.

3.03 Compliance with Rules, Regulations, Procedures and Guidelines of the Governance Board. The Garland/Mesquite Radio System ILA creates a governance board to operate and administer the System (the

“Governance Board”). Forney covenants and agrees that, when using the System for backup and redundant communications, it will timely keep and perform all rules, regulations, procedures and guidelines established by the Governance Board in connection with the operation, administration, access to and use of the System, as now and hereafter amended. Forney further agrees to abide by the user rules of all Talk Groups accessed through the use of the System as outlined by the Governance Board.

3.04 Subscriber Units. Forney is responsible for purchasing, at its sole cost and expense, mobile, stationary or portable voice radio communication units (“Subscriber Units”) to be used in connection with the System and which must be compatible with the APCO P-25 Digital Phase II system. Forney shall also be responsible at its sole cost and expense for maintenance of its Subscriber Units and all dispatch equipment owned and/or operated by Forney. The number of Subscriber Units and Talk Groups that Forney will be authorized to use in connection with the System shall be determined by the Governance Board.

3.05 Activation of Subscriber Units. Forney must provide a written request to the Mesquite Radio Operations Department Manager to activate any and all Subscriber Units to be used by Forney on the System. Such requests must include the model and serial number of the Subscriber Units, the name of the user, and the identifying Talk Groups required in each of the Subscriber Units.

3.06 Programming Expenses. Mesquite will pay for all costs and expenses incurred in connection with the initial programming of Forney’s Subscriber Units and dispatch consoles. Mesquite will also pay for all costs and expenses incurred in connection with the initial programming of Talk Groups on Forney’s Subscriber Units that can be used for interoperability with Mesquite or that can be utilized in the event that Forney needs to utilize the System for backup or redundant operations, and for interoperable communications (“Forney Talk Groups”). After initial programming of Forney’s Subscriber Units, dispatch consoles and Forney Talk Groups, Forney shall be responsible for all costs and expenses associated with Forney’s Subscriber Units, dispatch consoles and Forney Talk Groups including, without limitation, the maintenance of all Forney mobile and portable Subscriber Units and control stations/points, and the re-programming of Forney’s Subscriber Units, dispatch consoles and Forney Talk Groups. Forney agrees to reimburse Mesquite for all reasonable costs and expenses incurred by Mesquite to re-program Forney’s Subscriber Units, dispatch consoles and Forney Talk Groups within thirty (30) days after receiving an invoice from Mesquite for such services.

3.07 Coordination of Talk Groups. Mesquite will facilitate the coordination of Talk Groups among Forney’s Subscriber Units.

3.08 Notification of Lost, Misplaced or Stolen Subscriber Units. Forney agrees to notify Mesquite immediately if any of its Subscriber Units are lost, misplaced or stolen. In such event, Mesquite shall have the right to immediately disable the ability of the lost, misplaced or stolen Subscriber Units to access the System.

3.09 Use of the System by Forney for Primary Mode of Communications. Forney shall not have any rights to use the System as a primary mode of communication unless Forney and Mesquite enter into a new interlocal agreement that sets forth the fees, rights and obligations of both Parties in connection with the use of the System by Forney as a primary mode of communication. In such event, Forney shall be required to pay participant fees in connection with the use of the System commensurate with participant fees being paid by other participants of the System.

3.10 System Management; Disclaimer of Warranties. It is understood by the Parties that the intent of this Agreement is for airtime usage of the System by Forney to engage in radio communications only for backup and redundant operations, and does not provide Forney control of the System or any part of the System. This Agreement does not provide Forney with any ownership rights to any part of the System. **The System Owner makes no representations or warranties, either express or implied, as to the System or its components, and Forney acknowledges that the use of the System is being provided to Forney on an “AS-IS” “WHERE IS” basis with any and all latent and patent defects. Garland and Mesquite expressly disclaim any warranty or representation as to the System’s coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any particular purpose or fitness for the uses intended by Forney. Forney assumes the entire risk associated with the results and use of the System and its components by Forney, its employees, agents, representatives, officials and all persons and entities using or accessing the System from within Forney’s jurisdictional limits. Neither Garland nor Mesquite shall be liable to Forney, its employees, agents, representatives, officials or to any other person or entity for any indirect, incidental, special or consequential**

damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Forney and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if Garland and/or Mesquite have been advised of the possibility of such damages. Garland and Mesquite and their employees, agents, representatives and officials shall not be liable to Forney, its employees, agents, representatives, officials or any other person or entity for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Forney and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Forney agrees to hold Garland and Mesquite and their employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Forney. It is expressly intended by the Parties that the disclaimer of warranties, assumption of risk, limitations of liability, agreement to hold harmless and all other provisions of this Section 3.10 shall expressly inure to the benefit of Garland as a third-party beneficiary of this Agreement and shall expressly survive the expiration or termination of this Agreement.

IV. FEES

4.01 Mesquite Fees. In consideration of the agreement by Mesquite to permit Forney to use airtime of the System for backup and redundant radio communications as more fully set forth herein, Forney agrees that Mesquite and Garland shall not be required to pay any rental, license or other fees for the lease, licenses and rights of entry, access, ingress, egress, use and other rights granted to Mesquite and Garland, as more fully set forth herein.

4.02 Forney Fees. In consideration of the lease, licenses and rights of entry, access, ingress, egress, use and other rights granted by Forney to Mesquite as more fully set forth herein, Mesquite and Garland agree that Forney shall not be required to pay any fees for use of airtime of the System for backup and redundant radio communications.

V. MESQUITE/FORNEY TOWER COMPONENTS

5.01 Ownership of Mesquite/Forney Tower Components. The Parties acknowledge and agree that regardless of the manner in which the Mesquite/Forney Tower Components are installed in or attached to the Forney Tower, the Mesquite/Forney Tower Components are not intended to be and shall not be deemed to be fixtures but instead shall at all times be deemed removable or replaceable by Mesquite and shall at all times remain the personal property of Mesquite; further, Forney hereby agrees that Forney shall not claim any rights of ownership in the Mesquite/Forney Tower Components. The provisions of this Section 5.01 shall expressly survive the expiration or termination of this Agreement.

VI. INSURANCE

6.01 Insurance on the Forney Tower. Forney shall be solely responsible for any casualty or other damage or loss to the Forney Tower and shall be solely responsible for and shall pay all costs and expenses of repairing and replacing the Forney Tower as a result of any casualty or other damage or loss. Prior to the date the Mesquite/Forney Tower Components are installed at the Forney Tower, Forney shall secure replacement cost "broad form" or "special form" property insurance insuring the Forney Tower or self-insure the Forney Tower against any damage or loss as a result of any casualty. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by Forney that Forney will repair or replace the Forney Tower at its sole cost and expense in the event of any casualty or other damage or loss to the Forney Tower.

6.02 Insurance on the Mesquite/Forney Tower Components. Mesquite shall be solely responsible for any casualty or other damage or loss to the Mesquite/Forney Tower Components and shall be solely responsible for and shall pay all costs and expenses of repairing and replacing the Mesquite/Forney Tower Components as a result of any casualty or other damage or loss. Prior to the date the Mesquite/Forney Tower Components are installed at the Forney Tower, Mesquite shall secure replacement cost "broad form" or "special form" property insurance insuring the Mesquite/Forney Tower Components or self-insure the Mesquite/Forney Tower Components against any damage or loss as a result of any casualty. If this insurance provision is satisfied through a program of self-insurance, the

execution of this Agreement shall constitute the agreement by Mesquite that Mesquite will repair or replace the Mesquite/Forney Tower Components at its sole cost and expense in the event of any casualty or other damage or loss to the Mesquite/Forney Tower Components.

VII. TERMINATION

7.01 Termination during Initial Term or any Renewal Term. Either Party may terminate this Agreement at any time and for any reason or for no reason during the Initial Term or any Renewal Term without penalty or the payment of any fee by giving the other Party at least one hundred and eighty (180) days advance written notice of such termination.

7.02 Termination in Event of Discontinuance of Transmission Site. If Mesquite, in its sole discretion, permanently discontinues its operation of a transmission site at the Forney Tower, this Agreement shall automatically terminate on the date of discontinuance without further notice and without penalty or the payment of any fee.

7.03 Removal of Mesquite/Forney Tower Components. In the event of the termination of this Agreement pursuant to this Article VII, Mesquite shall have the right to remove the Mesquite/Forney Tower Components from the Leased Premises within thirty (30) days after the date of termination provided Mesquite shall repair any damage to the Leased Premises as a result of such removal. Such repair shall return the damaged property to at least as good a condition as existed before the damage occurred. Forney shall provide access to the Leased Premises to permit such removal. The rights and obligations of the Parties pursuant to this Section 7.03 shall expressly survive the termination or expiration of this Agreement.

VIII. DEFAULT AND REMEDIES LIMITATION ON LIABILITY

8.01 Default. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for ten (10) days after written notice of such failure by the non-defaulting Party to the defaulting Party (a "Default").

8.02 Remedies. Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party, in accordance with Section 9.04 herein, and shall further have the right to exercise any rights and remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas including, without limitation, injunction and/or specific performance. Notwithstanding anything contained herein to the contrary, the Parties agree that in the event of the occurrence of an event adversely affecting public safety which, but for notice, the passage of time or both would constitute a Default, the non-defaulting Party shall have the right to seek injunctive relief without waiting the ten (10) day period for such event to ripen into a Default.

8.03 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

8.04 Removal of Mesquite/Forney Tower Components. In the event of the termination of this Agreement pursuant to this Article VIII, Mesquite shall have the right to remove the Mesquite/Forney Tower Components from the Leased Premises within thirty (30) days after the date of termination provided Mesquite shall repair any damage to the Leased Premises as a result of such removal. Such repair shall return the damaged property to at least as good a condition as existed before the damage occurred. Forney shall provide access to the Leased Premises to permit such removal. The rights and obligations of the Parties pursuant to this Section 8.04 shall expressly survive the expiration or termination of this Agreement.

8.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party

or for the acts or omissions of the other Party's agents, representatives or employees in the performance of this Agreement.

8.06 Survival. All provisions of this Article VIII shall expressly survive the expiration or termination of this Agreement.

IX. MISCELLANEOUS

9.01 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto except for the rights of Garland as a third-party beneficiary as expressly set forth herein.

9.02 Assignment. Neither Party shall assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the other Party. No assignment, delegation of duties, or subcontract under this Agreement will be effective without the written consent of both Parties.

9.03 Entire Agreement. This Agreement represents the entire and integrated agreement between Mesquite and Forney and supersedes all prior negotiations, representations or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by both Parties. There are no oral agreements between the Parties.

9.04 Notices. All notices required or permitted to be given to any Party shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage-paid envelope addressed to the respective Parties at the following addresses, or by delivery of the notice in person to the intended addressee by hand delivery, or by a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to services such as Federal Express or United Parcel Service ("UPS"). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

Notices to Forney:

Forney Representative:
Police Chief
Forney Justice Center Police Department
110 Justice Center Drive
Forney, Texas 75126
972-564-7600

With a copy to:

City Manager
City of Forney
101 E. Main
Forney, Texas 75126
972-564-7300

Notices to Mesquite:

Mesquite Representative:
Fire Chief
Mesquite Fire Department
1515 North Galloway Ave.
Mesquite, TX 75149
972-216-6267

With a copy to:

City Manager
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149
972-216-6404

With a copy to:

Kent S. Hofmeister
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214-747-6115

With a copy to:

Paula Anderson, Deputy City Attorney
City of Mesquite
1515 North Galloway Ave.
Mesquite, Texas 75149
972-216-6374

With a copy to:

City of Garland, Texas
ATTN: Bryan Bradford
200 North Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002

9.05 Authority to Sign/City Council Authorization. The undersigned officers or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Party each represents. Both Mesquite and Forney are executing this Agreement pursuant to duly authorized action of their respective City Councils.

9.06 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such actions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

9.07 Venue. This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

9.08 Interpretation of Agreement. This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against either Party.

9.09 Waiver. No agreement, covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. The failure to insist upon, or the election not to insist upon, the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement by any Party shall not constitute a waiver of such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

9.10 Successors and Assigns. This Agreement shall benefit and be binding upon the successors and permitted assigns of each Party.

9.11 Governmental Function. The provision of police, fire and emergency medical services, the radio communications that are essential thereto, and the related work and services described herein, are essential to the public health and safety of the citizens of both Cities and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

9.12 No Partnership, Joint Venture, Joint Enterprise, Agency, or Employer/Employee Relationship. Nothing contained in this Agreement shall be deemed or construed by the Parties, or any third party, as creating a partnership, joint venture, joint enterprise, agency, or employer/employee relationship between the Parties.

9.13 Headings. The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

9.14 Execution. This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

9.15 Intent to Directly Benefit Garland as a Third-Party Beneficiary of this Agreement. The Parties expressly acknowledge that Garland is making a substantial investment in purchasing components of the System and that it is the intent of both Parties that this Agreement directly benefit Garland as an intended third-party beneficiary of this Agreement. It is further expressly agreed by both Parties that Garland shall expressly have full right, power and authority to enforce each Party's obligations under this Agreement and shall further have full right, power and authority to exercise all rights and remedies of the Parties set forth in this Agreement the same as if Garland was a party to this Agreement. The provisions of this Section 9.15 shall expressly survive the termination or expiration of this Agreement.

9.16 Time is of the Essence. THE PARTIES SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT AND EACH PARTY HEREBY WAIVES ANY RULE OF LAW OR EQUITY WHICH WOULD OTHERWISE GOVERN TIME OF PERFORMANCE.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

City of Forney, Texas,
a home-rule municipality

By: _____
Brian Brooks, City Manager

ATTEST:

APPROVED AS TO FORM:

Dorothy Brooks, TRMC, CMC, City Secretary

Kent S. Hofmeister, City Attorney

City of Mesquite,
a Texas home-rule municipality

By: _____
Cliff Keheley, City Manager

ATTEST:

APPROVED AS TO FORM:

Sonja Land, City Secretary

City Attorney or his Designee

Exhibit "A"

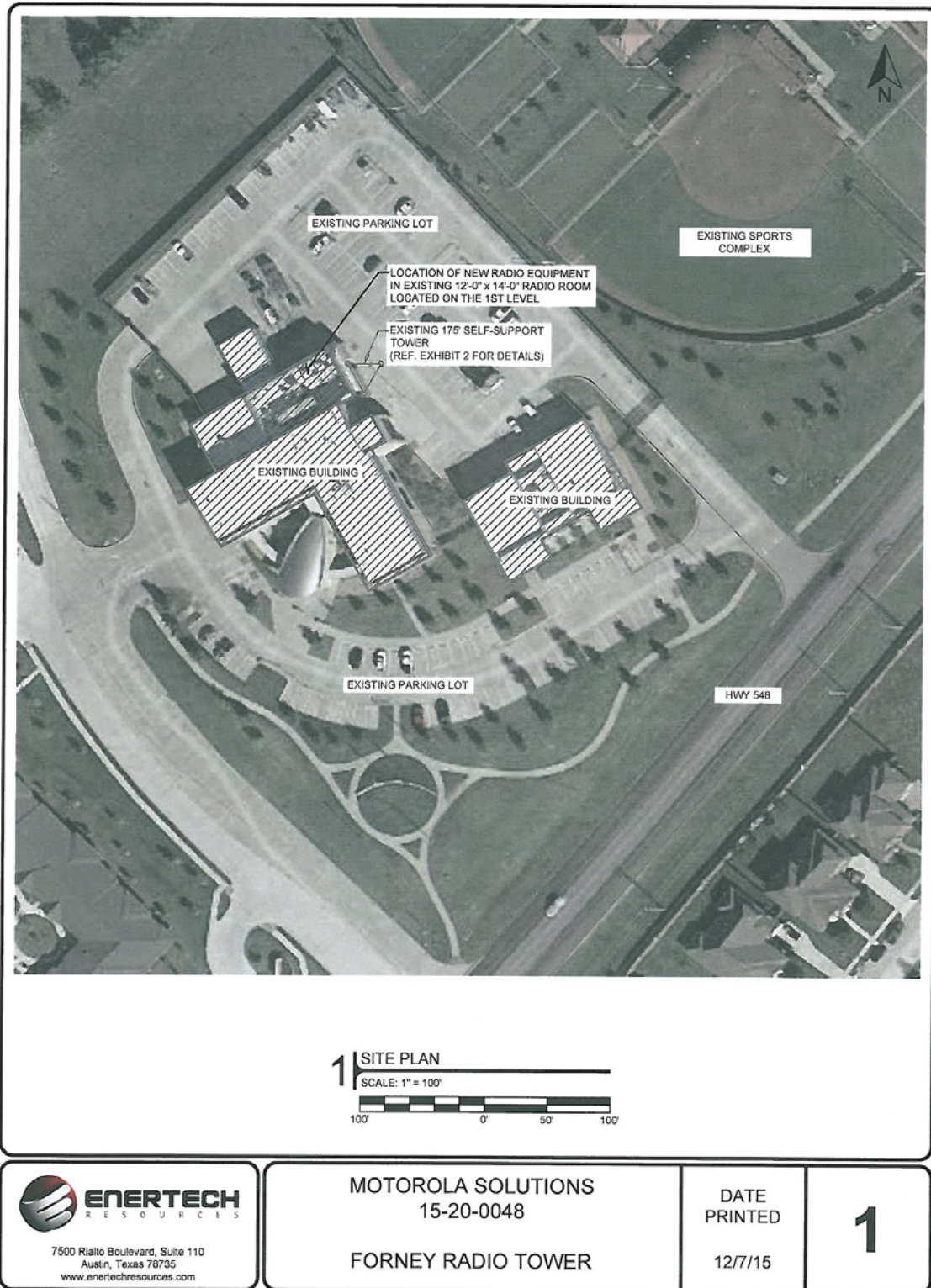
List of Mesquite/Forney Tower Components

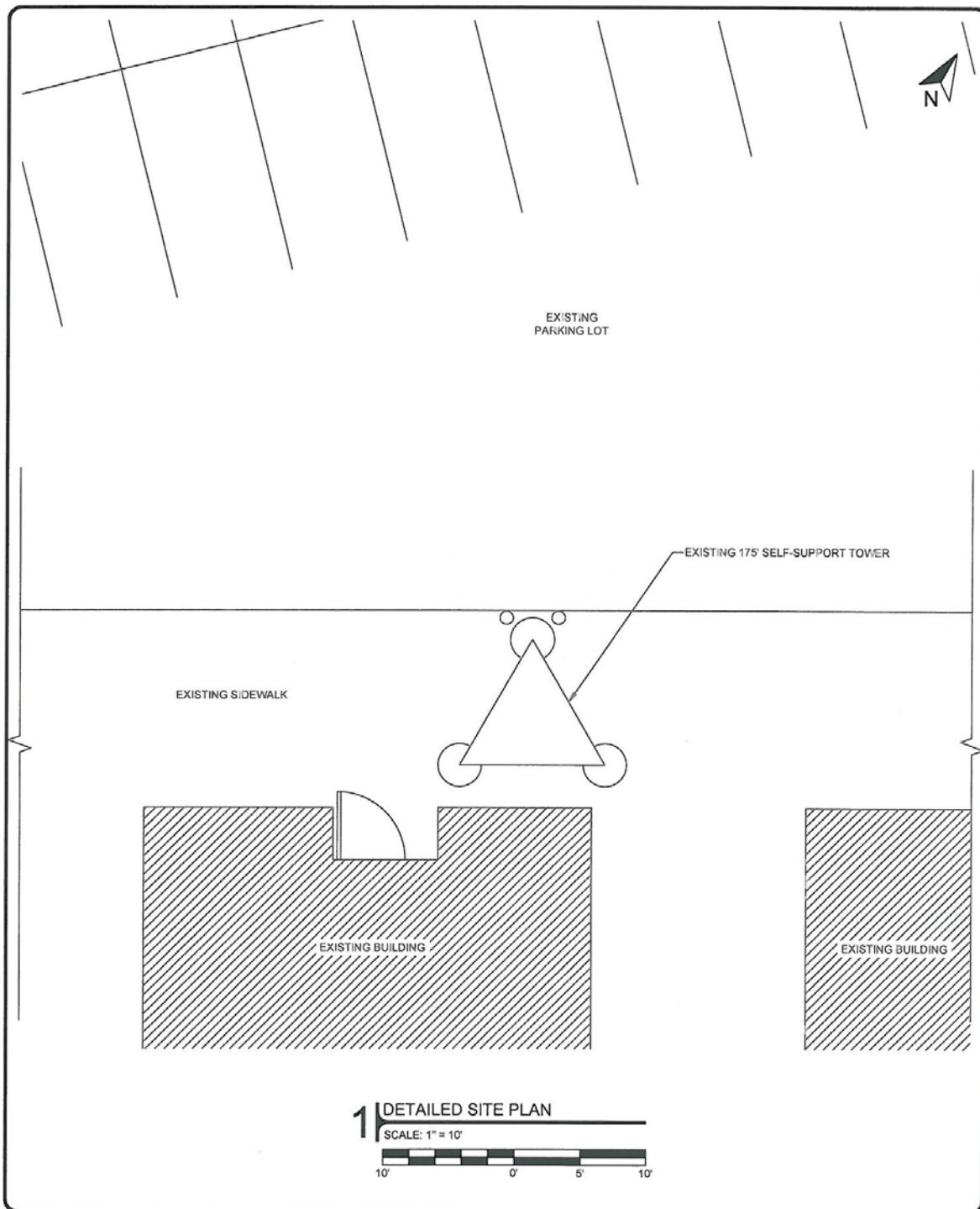
**GMRS – Forney P25 Remote Simulcast Site
Equipment and Services Associated with this Site**

- Simulcast ESS Racks - Base Stations, LAN, and Redundant Site Routers. This will include 16 RF Base Stations consolidated into 3 rack spaces along with all supporting cabling, routers, switches, surge protection.
- Simulcast Remote Site Sync – GPS and GPS antenna.
- All microwave system components designated for this site including microwave ring components with links to McKenzie water tower site and Mesquite Service Center site. A total of 2 additional microwave dishes will be installed on the tower.
- All installation and equipment required to interface to the City's fiber network as another level of redundancy. Currently fiber is not present at this site but the equipment shall support this connection if the capability is added in the future.
- Simulcast Remote Site Antenna System including two transmit antennas (with power monitoring) and two receive antennas with Dual Diversity. Installation of antenna systems for any interoperability equipment, site monitoring radios, etc. Includes all antenna system support equipment such as dehydrators, lightning protection, etc. Antenna sweeps shall be provided for each antenna system. A total of 4 additional antennas will be installed on the tower
- Structural modifications to accommodate additional loading
- Simulcast Remote Site Alarm Monitoring Equipment including all contacts, sensors, etc. listed in RFP.
- Simulcast Subsystem Site UPS (20 KVa / 18Kw with 7 Minute Run-Time). Motorola will be responsible for site AC power whether it be single phase or three phase.
- Installation of additional HVAC Unit
- Simulcast Miscellaneous Site Equipment (Rack, Surge, Power Monitor)
- Simulcast Remote Site – Site Work
- Services: Installation, Project Management, Engineering, Optimization, Programming, and other Services Related to Simulcast Remote Site
- Construction Drawings - Includes Zoning drawings, record drawings, lease exhibit/site sketch, Site Survey with 2C/1A letter and 7.5' quadrangle map for FAA
- Compliance and Permitting - Includes NEPA compliance/FCC checklist to determine if the site location affects Wilderness Area, Wildlife Preserve, Endangered Species, Historical Site, Indian Religious Site, Flood Plain, Wetlands, High Intensity White Lights in Residential Neighborhoods or Excessive RF Radiation Exposure and prepare Cultural resource report.
- Preparation, submission and tracking of application for local permits (zoning, electrical, building etc.)

Exhibit "B"

Description of Leased Premises





7500 Rialto Boulevard, Suite 110
Austin, Texas 78735
www.enertechresources.com

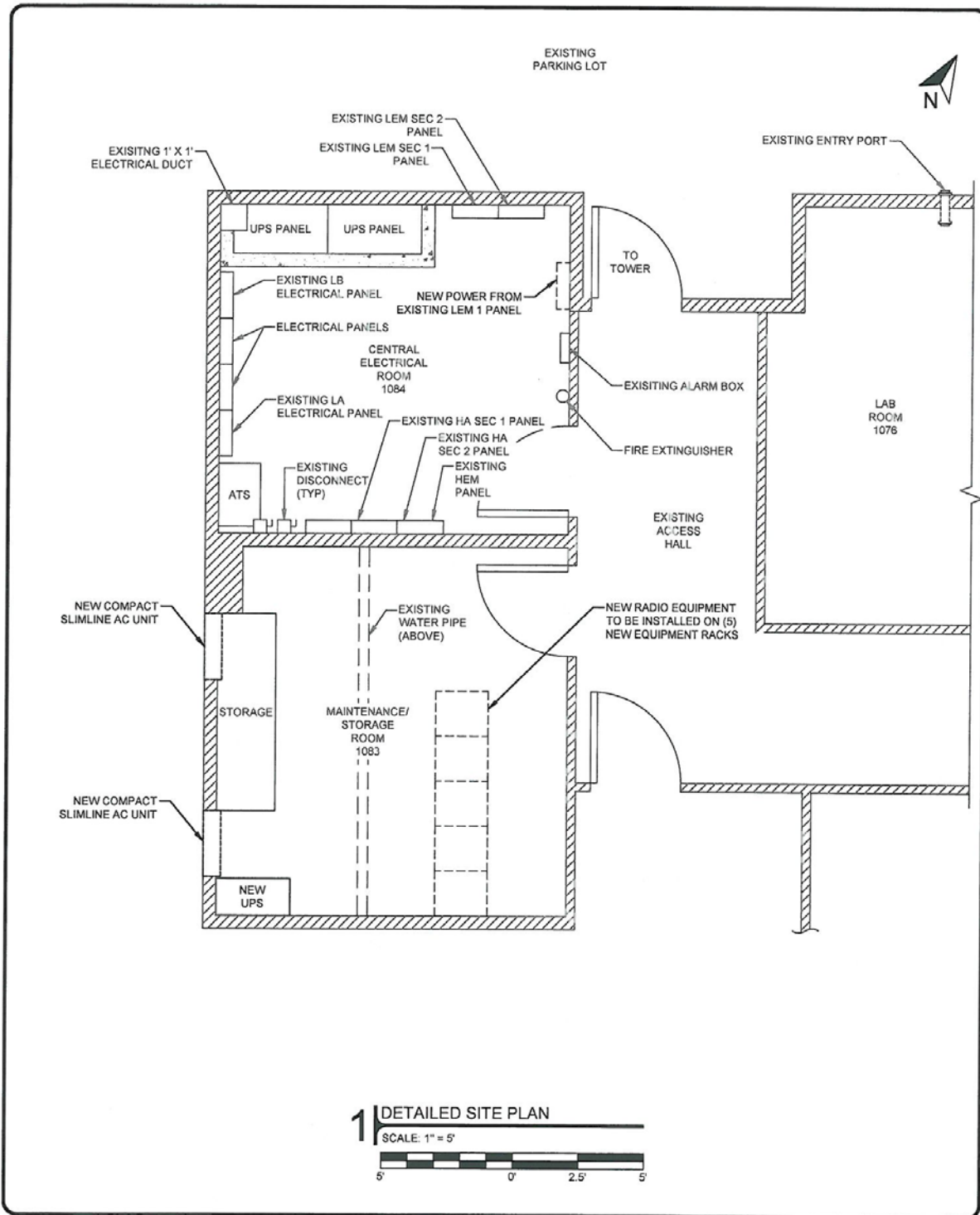
MOTOROLA SOLUTIONS
15-20-0048

FORNEY RADIO TOWER

DATE
PRINTED

12/7/15

2



7500 Rialto Boulevard, Suite 110
Austin, Texas 78735
www.enertechresources.com

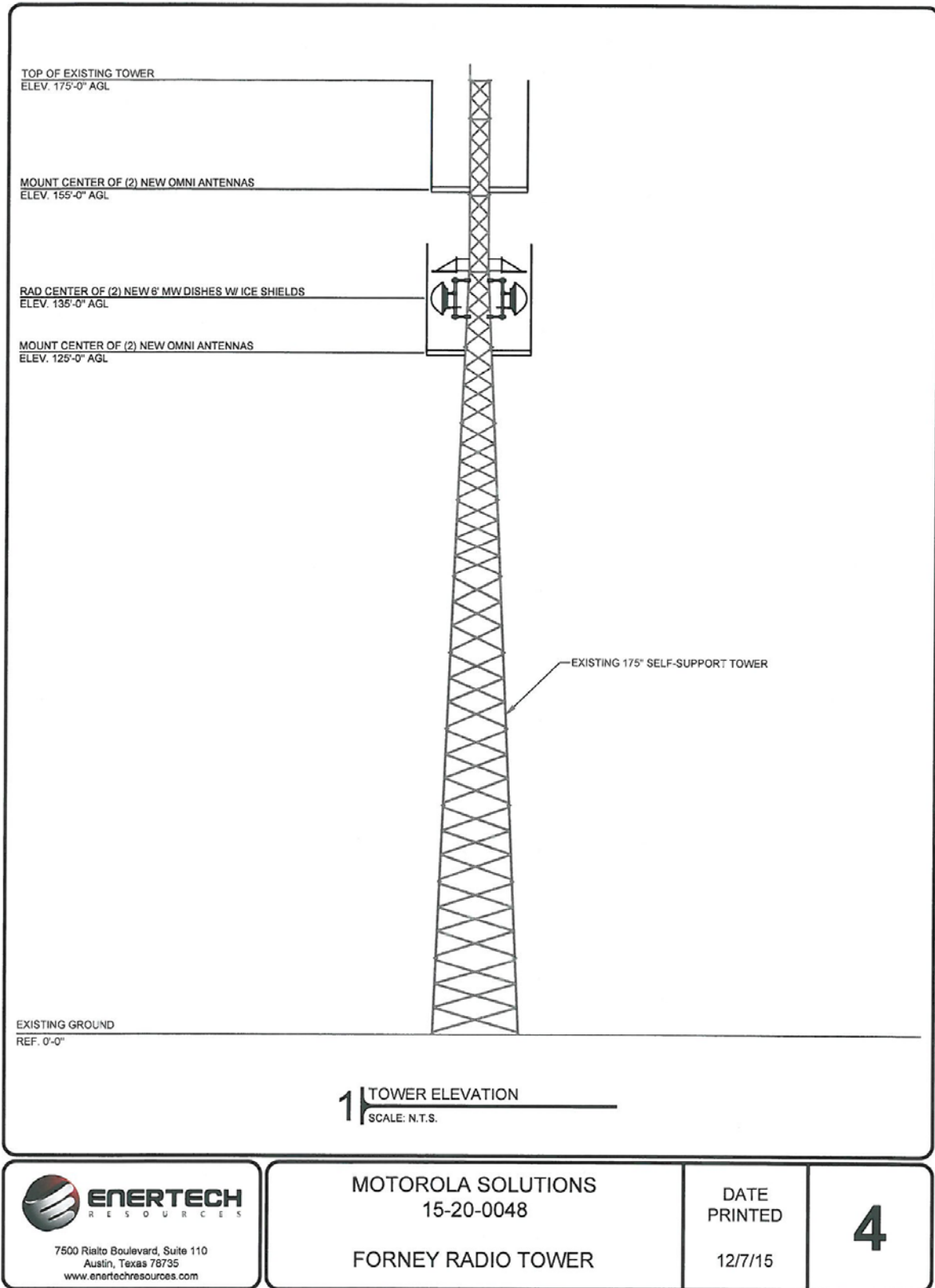
MOTOROLA SOLUTIONS
15-20-0048

FORNEY RADIO TOWER

DATE
PRINTED

12/7/15

3





City Council Item Summary Sheet

☐ Work Session

Date: February 2, 2016

☒ Agenda Item

Item 8 - 2016 Proposed CIP Public Hearing

Summary of Request/Problem

A public hearing will be held on the 2016 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the Proposed program. The 2016 Proposed CIP has been available for public inspection in the City's libraries, in the City Secretary's Office, and on the City's website since January 20th, 2016.

Recommendation/Action Requested and Justification

Receive public comment.

Submitted By:

Ron Young
Director of Budget and Research

Approved By:

Bryan L. Bradford
City Manager