

AGENDA

**CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
200 North Fifth Street, Garland, Texas
September 17, 2012**

Council will meet beginning at 5:30 p.m.

Executive Session

- 1. Deliberate the purchase, exchange, lease or value of real property [Sec. 551.072, Tex. Gov't Code].**
 - a. Consider an offer to sell to the City a building and land consisting of approximately 17,000 square feet located in central Garland.**

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or

to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, TEX. GOV'T CODE.

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

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

(6:00) 1. Written Briefing:

a. Household Hazardous Waste Collection Interlocal Agreement

Garland's Storm Water permit issued by the Texas Commission on Environmental Quality (TCEQ) requires that Garland provide a Household Hazardous Waste (HHW) Management Program. For the previous fifteen years, Garland has contracted with Dallas County to participate in a countywide collection and disposal network. The current contract expires on September 30, 2012. Council is requested to consider authorizing the execution of an interlocal agreement with Dallas County to continue the City's participation in the Dallas Area HHW Network. If Council concurs, this item will be scheduled for formal consideration at the October 1, 2012 Regular Meeting.

Item	Key Person
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(6:10) 2. Verbal Briefings:

a. Resale of Property Acquired Pursuant to Delinquent Tax Foreclosure Sales **Slay/Gordon**

The City's property tax attorney, Sydna Gordon from the law firm of Gay, McCall, Isaacks, Gordon & Roberts, will brief Council on the process and procedures for the resale of property acquired pursuant to delinquent tax foreclosure sales, including information on sheriff's sales, right of redemption, resale options, and distribution of the proceeds of a resale.

b. 2012 Garland Labor Day Exchange Event **B. Williams/Jones**

At the request of Council Member B. J. Williams and Mayor Ronald Jones, Council will be briefed on the Garland Labor Day Exchange Event (GLEE) that was held on September 3, 2012. This event was sponsored by the Noon Exchange Club of Garland.

c. West Nile Virus Outbreak Update – 2012 **Dodson/Edwards**

At the request of Council Member Lori Dodson and Deputy Mayor Pro Tem Preston Edwards, Council will be updated on the West Nile virus activity within Garland and the Health Department's response to date.

d. Administrative Services Committee Report **Cahill**

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

- *Development of a policy regarding the citizen comment portion of City Council meetings.*
- *Additional City-funded retirement benefits for civil service employees.*

3. Consider the Consent Agenda **Council**

A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.

4. Announce Future Agenda Items **Council**

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

(7:45) 5. Adjourn **Council**

(Estimated time to consider)



Policy Report

HOUSEHOLD HAZARDOUS WASTE COLLECTION *Interlocal Agreement*

ISSUE

Garland's Storm Water permit issued by the Texas Commission on Environmental Quality (TCEQ) requires that Garland provide a Household Hazardous Waste (HHW) Management Program. For the previous fifteen years Garland has contracted with Dallas County to participate in a county-wide collection and disposal network. The current contract expires September 30, 2012.

OPTIONS

1. Continue participating in the Dallas Area HHW Network by signing the Interlocal Agreement with Dallas County. (*See Attachment A*)
2. Construct and operate a permanent HHW collection facility in Garland.
3. Provide collection events managed solely by the City (frequency based on funding).

RECOMMENDATION

Staff recommends that the Council approve a Resolution authorizing the City Manager to sign an Interlocal Agreement with Dallas County to participate in the Dallas Area HHW Network. If Council approves, this item will be placed on the Regular Session Agenda of October 1, 2012 for formal action.

BACKGROUND

Garland's original Municipal Separate Storm Sewer System (MS4) permit, issued by the United States EPA in February, 1997 required the City to provide a Household Hazardous Waste Management Program. The replacement MS4 permit, issued by the State of Texas, requires the City to provide a Household Hazardous Waste Management Program through 2016.

HOUSEHOLD HAZARDOUS WASTE COLLECTION

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In late 1997, the City of Garland entered into a four-year Interlocal Agreement with Dallas County to participate in the Dallas Area HHW Network. The original contract expired in December, 2001. Council has approved two subsequent agreements: the first expired September 30, 2006 and the second will expire September 30, 2012.

HHW generally consists of unwanted home chemicals including insecticides, herbicides, antifreeze, latex and oil-based paints, etc.

Currently there are fifteen Dallas County cities that participate in the HHW Network and pay for their citizens' waste disposal and a proportional share of the Network's operating expenses. Garland currently pays 11.91% of the Network's operating budget.

The HHW Network's permanent collection facility at 11234 Plano Rd. (*just south of Forest Lane*) is convenient to Garland residents being on the Dallas/Garland boundary. The facility is open three days a week and the second and fourth Saturday of each month.

Over 2.7 million pounds of HHW and over 115,000 gallons of hazardous liquid waste have been collected from Garland residents since 2000.

Due to real hazards posed by the mixing of these chemicals in Environmental Waste Services collection trucks and the disposal of such wastes in Garland's landfill, paint, oil, chemicals, and solvents are not allowed to be placed in the automated trash cans.

CONSIDERATIONS

Operational

A. Continued Participation in HHW Network (Option 1)

- The permanent facility on Plano Rd. provides a convenient method of HHW disposal for the citizens of Garland.
- The Network can negotiate lower disposal costs because of the volume of the combined cities.
- Large collection events are conducted periodically throughout the county. Garland residents may participate in these events.

B. Permanent Garland HHW Facility (Option 2)

- The Storm Water Fund contains no monies for HHW capital improvements. (there are currently no funds with which to purchase or build a permanent facility in Garland).
- Additional qualified staff (two employees) would need to be funded and hired.
- The convenience to the citizens would be slightly enhanced if the facility is actually located in Garland.

C. City-Managed Collection Event (Option 3)

- This option could be accomplished by staff through a competitive bid procedure within 90 to 120 days.
- Citizens who miss a periodic Garland-managed Saturday collection would not have a viable disposal alternative for a few months to one year.
- The final negotiated cost of a stand-alone RFP and contract (*i.e. the average cost per carload of HHW*) would not be as economical as the Network's cost.

Financial

- Funds are available in the Storm Water account to cover the costs of participating in the HHW Network or contracting a collection event directly (\$195,000).
- A contracted one-time collection event by the City of Garland alone is estimated to cost approximately \$65.00 per carload for waste disposal alone. The Network permanent facility is able to negotiate the cost to approximately \$60.00 (FY 2012) for disposal and operations combined.
- The capital and operating costs of a permanent facility have not been calculated by staff. The City of Ft. Worth completed a facility in 1996 for \$1.8 million.

Legal

- The City may have some risk exposure if the waste disposal site used by the contractor becomes a Superfund site. This would be the case regardless of the

alternative chosen. The City performs due diligence to minimize the likelihood of this occurring.

- Within the Network, if Network wastes are destroyed (*or handled*) at a facility which later becomes a Superfund site, all Network participants would share proportionately in liability.
- The County Commissioner's Court has approved the agreement on August 7, 2012. (*See Attachment B*)

ATTACHMENTS

- A. Draft Interlocal Agreement
- B. Dallas County Commissioner's Court Order (8-7-12)

Submitted by:

Richard T. Briley
Managing Director of Health &
Code Compliance

Date: September 5, 2012

Approved by:

William E. Dollar
City Manager

Date: September 11, 2012

Prepared by:

Jason O. Chessher
Deputy Director of Health

Date: September 4, 2012

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN CITY OF GARLAND AND DALLAS COUNTY

WHEREAS, the City of Garland, Texas, (the “City”) and the County of Dallas, Texas, (the “County”) wish to enter into an agreement (the “Agreement”) to join the Household Hazardous Waste Network (the “HHW Network”) to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2012, through September 30, 2013, with options to renew for four additional one-year terms; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating cities since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a HHW collection program as a continuation of the 1994-2012 program. The terms and conditions set forth within this agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see Exhibit A2013) has been reviewed and approved by the HHW Network. Any and all changes having a financial impact must be

approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this agreement.

WITNESSETH:

I. TERM

The Term of this Agreement will begin on the date executed below and continue until September 30, 2013. This Agreement may be extended annually for four (4) additional one-year terms, upon mutual written agreement by all parties.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact
Sandy Cook
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-5007

City Contact (Name, Title, Address, Phone, Fax)

III. COUNTY RESPONSIBILITIES

During the term of the agreement, the County agrees to the following provisions:

1. To provide HHW project management, HHW disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The City recognizes that compensation for vendors under such agreements will be

payable only to the extent that City funds are made available.

3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11232-11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center.
5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the term of the agreement, the City will provide:

1. A sum not to exceed \$_____ for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2012 through September 30, 2013.
 - a) Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the city at events and at the collection center.
 - b) Operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence in appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.) that funding has been committed and will be available for obligations herein.
3. A request to the County in writing when the City wishes a collection event to be held within the city's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from the agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges financial responsibility for a proportional share of the

program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections from the North Central Texas Council of Governments. The Operational and Capital Budgets will be determined by the County and the HHW Network. No City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in Exhibit B2013, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.
4. Pay for all routine maintenance at the Home Chemical Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any

person(s) occurring during the performance of this agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms. Either party may withdraw from this agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date. Amendments may be made to this Agreement only upon written approval by both parties.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding source, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other Network parties. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County as per this agreement and any addendum(s) to this agreement. Cities which fail to pay within thirty (30) days will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts

will be suspended until an accurate figure has been documented and re-submitted to the City by HHW staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and/or other backup documents relevant to the invoice. Payments required under this agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable, then either party may, upon written notice to the other, terminate this agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2012-1223 passed on the 7th day of August, 2012.

COUNTY:

EXECUTED THIS _____ DAY OF _____, 2012.

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

APPROVED AS TO FORM*:
Craig Watkins
District Attorney
Dallas County, Texas

RECOMMENDED BY:

BY: Rick Loessberg
Director
Planning and Development
Dallas County, Texas

BY: Ben Stool
Assistant District Attorney
Civil Division
Dallas County, Texas

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

CITY:

Approved by the City Council of the City of Garland, Resolution Number _____, the _____ day of _____, 2012.

EXECUTED THIS _____ DAY OF _____, 2012.

PRINT NAME: _____

TITLE: _____

Scope of Services

Overview

For the term of this agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities, environmental or other relevant citizen interest groups, Texas Cooperative Extension Service, and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site HHW Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Home Chemical Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities

and/or through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Home Chemical Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The city will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the city at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the agreement; or
- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the city must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during

the period in which it wishes to extend its payment obligations and specifies a new not-to-exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the collection center or community collection event sites until an addendum is added to the agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in TAC 335.408.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

Article I: Name

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the “**HHW Network**”).

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County’s voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the HHW Network must establish a mailing list for notification of all meetings, and must

include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

Exhibit C2013

FY2013 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY13 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 26, 2012.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the term of the agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 377,446
Operating Costs	\$ 203,875
CAPITAL EXPENSE BUDGET	\$ 20,000
COLLECTION / DISPOSAL BUDGET	\$ 794,500
TOTAL PROGRAM BUDGET	\$1,395,821

COURT ORDER

ORDER NO: 2012 1223

DATE: August 7, 2012

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 7th day of August 2012, on motion made by John Wiley Price, District No. 3, and seconded by Dr. Elba Garcia, District No. 4, the following Order was adopted:

WHEREAS, on July 10, 2012, the Dallas County Commissioners Court was briefed on the proposed FY2013 Household Hazardous Waste (HHW) interlocal agreement and FY2013 budget, including use of prior-year carryover for \$80,000 of contract labor; and

WHEREAS, the County and the cities of the Dallas Area HHW Network wish to continue the HHW Program without substantive change under the proposed agreement and budget; and

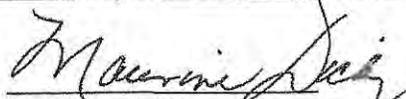
WHEREAS, the term of the agreement will be October 1, 2012 through September 30, 2013, with the option to renew for four additional years; and

WHEREAS, the continuation of the HHW Program is consistent with the County's Strategic Plan of being a model interagency partner and addressing critical regional issues;

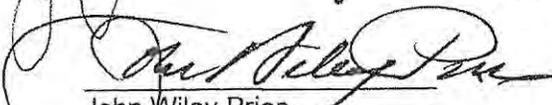
NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court does hereby approve the attached FY2013 Household Hazardous Waste interlocal agreement and the FY2013 HHW program budget of \$1,395,821, which includes the use of \$80,000 in prior-year carry-over for contract labor, for the period of October 1, 2012 through September 30, 2013, and authorizes the County Judge to sign all related documents.

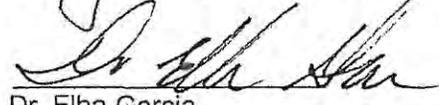
DONE IN OPEN COURT this the 7th day of August, 2012.


Clay Jenkins
County Judge


Maurine Dickey
Commissioner, District #1


Mike Cantrell
Commissioner, District #2


John Wiley Price
Commissioner, District #3


Dr. Elba Garcia
Commissioner, District #4

Recommended by: 

COURT ORDER

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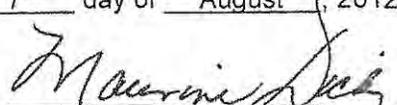
WHEREAS, the term of the agreement will be October 1, 2012 through September 30, 2013, with the option to renew for four additional years; and

WHEREAS, the continuation of the HHW Program is consistent with the County's Strategic Plan of being a model interagency partner and addressing critical regional issues;

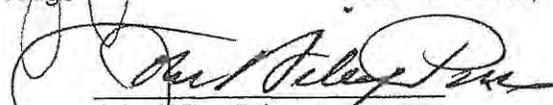
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DONE IN OPEN COURT this the 7th day of August, 2012.

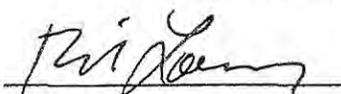

Clay Jenkins
County Judge


Maurine Dickey
Commissioner, District #1


Mike Cantrell
Commissioner, District #2


John Wiley Price
Commissioner, District #3


Dr. Elba Garcia
Commissioner, District #4

Recommended by: 



City Council Item Summary Sheet

Work Session

Agenda Item

Date: September 17, 2012

Resale of Property Acquired Pursuant to Delinquent Tax Foreclosure Sales

Summary of Request/Problem

The City's property tax attorney, Sydna Gordon from the law firm of Gay, McCall, Isaacks, Gordon & Roberts, will brief Council on the process and procedures for the resale of property acquired pursuant to delinquent tax foreclosure sales, including information on sheriff's sales, right of redemption, resale options, and distribution of the proceeds of a resale.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Kevin Slay
Managing Director

Approved By:

William E. Dollar
City Manager



City Council Item Summary Sheet

Work Session

Agenda Item

Date: September 17, 2012

Garland Labor Day Exchange Event

Summary of Request/Problem

At the request of Council Member B. J. Williams and Mayor Ronald Jones, Council will be briefed on the Garland Labor Day Exchange Event (GLEE) that was held on September 3, 2012. This event was sponsored by the Noon Exchange Club of Garland.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

William E. Dollar
City Manager



City Council Item Summary Sheet

Work Session

Agenda Item

Date: September 17, 2012

West Nile Virus Outbreak Update - 2012

Summary of Request/Problem

At the request of Council Member Lori Dodson and Deputy Mayor Pro Tem Preston Edwards, Council will be updated on the West Nile virus activity within Garland and the Health Department's response to date.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Richard Briley
Managing Director of Health & Code
Compliance

Approved By:

William E. Dollar
City Manager



City Council Item Summary Sheet

Work Session

Date: September 17, 2012

Agenda Item

Administrative Services Committee Report

Summary of Request/Problem

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

- Development of a policy regarding the citizen comment portion of City Council meetings.
- Additional City funded retirement benefits for civil service employees.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

William E. Dollar
City Manager