



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Meeting Agenda - Final

City Council

Tuesday, April 5, 2016

6:00 PM

Council Chambers

Study Session Meeting to be held at 4:00 PM in the Study Session Room

A. STUDY SESSION

- A.1 [16-089](#) Discuss regular City Council meeting agenda items.
- A.2 [16-086](#) Receive an update regarding entry monument signage.
- A.3 [16-107](#) Presentation of an Economic Development update.
- A.4 [16-090](#) Discuss agenda items for future City Council meetings.

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

- C.1 [16-103](#) Presentation of a proclamation recognizing April 10, 2016, through April 16, 2016, as National Volunteer's Week and recognizing Historical Park Volunteers in the City of Farmers Branch.
- C.2 [16-093](#) Consider Board and Commission appointments; and take appropriate action.

D. REPORT ON STUDY SESSION ITEMS

E. CITY MANAGER'S REPORT AND ITEMS OF COMMUNITY INTEREST

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.

F. CITIZEN COMMENTS

This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Registration Card and submit it to the City Secretary or City Administration prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. Anyone wishing to speak shall be courteous and cordial. No disparaging or inflammatory remarks directed at any member of the City Council or City staff will be allowed.

The City Council is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the City Council may have the item placed on a future agenda for action; refer the item to the City Manager and/or City Administration for further study or action; briefly state existing City policy; or provide a brief statement of factual information in response to the inquiry.

G. CONSENT AGENDA

- G.1** [16-091](#) Consider approving minutes of the March 15, 2016, City Council meeting and March 22, 2016, City Council Work Session meeting; and take appropriate action.
- G.2** [R2016-033](#) Consider approving Resolution No. 2016-033 authorizing the City Manager to approve a professional services agreement with PYRO Brand Development, LLC for marketing services; and take appropriate action.
- G.3** [R2016-037](#) Consider approving Resolution No. 2016-037 establishing a Sustainability Committee; and take appropriate action.
- G.4** [R2016-039](#) Consider approving Resolution No. 2016-039 establishing the dates and times for City Council regular meetings and study sessions; repealing Resolution No. 2014-106; and take appropriate action.
- G.5** [ORD-3364](#) Consider adopting Ordinance No. 3364 amending the Code of Ordinances Chapter 30 Article III, "Alarm Systems", to provide for regulations governing alarm systems and amending appendix A "Fee Schedule" updating the fees related to alarm systems; and take appropriate action.

H. PUBLIC HEARINGS

- H.1** [ORD-3363](#) Conduct a public hearing and consider adopting Ordinance No. 3363 approving a Specific Use Permit for a commercial indoor amusement facility located at 4885 Alpha Rd, Suite 275; and take appropriate action.

I. REGULAR AGENDA ITEMS

- I.1 [R2016-035](#) Consider approving Resolution No. 2016-035 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 3124 Brookhollow Drive; and take appropriate action.
- I.2 [R2016-036](#) Consider approving Resolution No. 2016-036 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 14511 Tanglewood Drive; and take appropriate action.

The City Council may convene into executive session at anytime during the Study Session or Regular Session pursuant to Texas Government Code Section 551.071(2) for the purpose of seeking confidential legal advice from the City Attorney on any regular or study session agenda item.

J. EXECUTIVE SESSION

- J.1 [16-105](#) Council may convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate regarding:
- Discuss contemplated civil litigation regarding the substandard multifamily property located at 2835 & 2875 Villa Creek, Farmers Branch, Texas.
 - Discuss contemplated and pending litigation and/or administrative proceedings relating to Ana Henriquez v. Farmers Branch, Texas, A municipality, Officer Ken D. Johnson, in his individual and official capacity Civil Action No. 3-16CVO868-M United States District Court for the Northern District of Texas.

Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding Economic Development Incentive for the relocation of a large retailer. Project Basket

K. RECONVENE INTO REGULAR SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE CLOSED SESSION

L. ADJOURNMENT

Farmers Branch City Hall is wheelchair accessible. Access to the building and special parking are available at the main entrance facing William Dodson Parkway. Persons with disabilities planning to attend this meeting who are deaf, hearing impaired or who may need auxiliary aids such as sign interpreters or large print, are requested to contact the City Secretary at (972) 919-2503 at least 72 hours prior to the meeting.

Certification

I certify that the above notice of this meeting was posted on the bulletin board at City Hall on

City Secretary



City of Farmers Branch

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Staff Report

File Number: 16-089

Agenda Date: 4/5/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.1

Discuss regular City Council meeting agenda items.



City of Farmers Branch

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Staff Report

File Number: 16-086

Agenda Date: 4/5/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.2

Receive an update regarding entry monument signage.

BACKGROUND:

As part of the LBJ widening project, the entry monuments at Marsh and Webb Chapel were removed. As a result, the City was provided \$50,000 from TxDOT to replace the monuments once the project was completed. Anticipating this opportunity, \$200,000 (in addition to the \$50,000 provided by TxDOT) was included in the 2015-16 budget to address these as well as other potential locations. With the LBJ widening project concluding in 4Q 2015, staff enlisted the services of la terra studio to design monument concepts for Council consideration and to further assess other key strategic locations. This presentation will address both.

ATTACHMENTS:

1. Entry Monument concepts



FARMERS
BRANCH

City Identity Features and Design Strategies

Project Goal

The goal of the project is to create a comprehensive set of design recommendations and prototype strategies for aesthetics to be applied to gateway features throughout the city. These guidelines should assist in creating a lasting identity for the city of Farmers Branch.

- The prototypes will include a palette of materials and colors along with a basic planting scheme where applicable.
- Locations for identity elements will be identified and evaluated for a specific design response.



What we had



What we have



Moving Forward

Identify and develop a family of entry signage throughout the city

CITY LIMIT/ ENTRYWAY DELINEATIONS (TIER 1)

Areas identified at major entry points.

- Valley View & I35
- Web Chapel & 635
- Marsh & 635
- Alpha & Tollway
- Spring Valley & Tollway

MONUMENTS (TIER 3)

Areas identified at major areas of interest throughout the city.

- Public Buildings
- Parks
- Trail Heads
- Alpha & Midway
- Valley View & Josey

INTERIOR GATEWAYS (TIER 2)

Areas identified at major thoroughfares entering the City of Farmers Branch.

- Web Chapel & Beltline
- Marsh & Belt Line
- Midway and Spring Valley
- Luna & Valley View
- Royal and East Fork of Trinity River

Tier 1

- Sets the stage and theme for rest of family.



- **Vertical**



- **Sculptural**



- **Horizontal**

GOAL: Identify a desired form and develop concepts for Tier 1 signs to influence design for the rest of the areas.

Medians



Create branded aesthetic treatments within the medians when gateway features are limited for space and size.

Costs

Phased Approach

Phase One – Identify implementation of approximately \$100,000 from reimbursement of removal of original entry features during 635 construction. Locations to be focused on Tier One areas.

Phase Two – Develop a strategy based on realistic cost estimates of developed concepts for phased implementation of the remainder of the features.



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Staff Report

File Number: 16-107

Agenda Date: 4/5/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Procedural Item

Agenda Number: A.3

Presentation of an Economic Development update.

BACKGROUND:

City Administration will be available to present an Economic Development update.



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Staff Report

File Number: 16-090

Agenda Date: 4/5/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.4

Discuss agenda items for future City Council meetings.



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Staff Report

File Number: 16-103

Agenda Date: 4/5/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Proclamation

Agenda Number: C.1

Presentation of a proclamation recognizing April 10, 2016, through April 16, 2016, as National Volunteer's Week and recognizing Historical Park Volunteers in the City of Farmers Branch.

BACKGROUND:

The Historical Park could not operate without the assistance of its wonderful volunteers. Our volunteers cover every demographic: volunteers from CFB-ISD schools, girl scout troops, retired citizens, even working professionals donate time from their busy careers and families to lend us a hand. These volunteers commit their valuable time out of love for our community and history.

Volunteers aid us in every aspect of Park operations; from answering the phones to donning a pair of historic suspenders or giving a tour, not to mention working behind the scenes on technical jobs with the museum's collection. They also plant seeds, pull weeds, sew, build, teach, and sometimes even dance. Through their love and dedication they bring 175 years of history to life and help to preserve what many of them consider to be the heart of Farmers Branch.

We would like to take the opportunity of National Volunteer Week to thank the 152 volunteers who donated over 3400 hours of time to the Historical Park in 2015. According to the most recent estimated value of volunteer time, that equates to nearly \$79,000 in donated time to our City.

National Volunteer Week is April 10-16. "Established in 1974, National Volunteer Week is about inspiring, recognizing and encouraging people to seek out imaginative ways to engage their communities. It's about demonstrating to the nation that by working together, we have the fortitude to meet our challenges and accomplish our goals." The volunteers in Farmers Branch have been doing just that for years, but we'd like to especially thank them this week. If you have a moment to thank any of the volunteers in this room, please do so on behalf of the Park staff and our Council. *(Quote from Points of Light, founded by President George H.W. Bush, is the world's largest organization dedicated to volunteer service)*

Proclamation

Office of the Mayor

WHEREAS since its founding nearly 30 years ago, the Farmers Branch Historical Park has hosted and been witness to countless events, learning experiences, tours and activities; and

WHEREAS the Historical Park could not operate as efficiently or effectively without the assistance of its volunteers; and

WHEREAS in the past year alone, 152 volunteers donated more than 3,400 hours of service - equal to more than a year and a half-worth of 40-hour workweeks; and

WHEREAS many other volunteers proudly serve the City of Farmers Branch in different departments and facilities throughout the year; and

WHEREAS National Volunteer Week is April 10-16, 2016.

NOW, THEREFORE, I, Bob Phelps, by virtue of the authority vested in me as Mayor of the City of Farmers Branch in the State of Texas do hereby proclaim the week of April 10 through 16, 2016 as

VOLUNTEER WEEK

in Farmers Branch, Texas and call upon the people of Farmers Branch to recognize and thank the many volunteers who help to make our City a fantastic place to live, work and play.

Given at Farmers Branch, Texas this 5th Day of April, 2016



Bob Phelps, Mayor

FARMERS



BRANCH



City of Farmers Branch

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Staff Report

File Number: 16-093

Agenda Date: 4/5/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Report

Agenda Number: C.2

Consider Board and Commission appointments; and take appropriate action.

BACKGROUND:

The City Secretary's Office accepts applications from citizens wishing to serve on a Board or Commission. Once a background check has been completed, submitted applications are kept on file for one year. As vacancies arise, City Council members may make appointments to fill any open positions(s) on a Board or Commission.

DISCUSSION:

There is currently one (1) vacancy, on the Local Government Corporation, Place 3 for an unexpired term ending May 31, 2017. The Local Government Corporation consists of five (5) persons who are appointed by the City Council. Each Director must be a resident of the City of Farmers Branch and serve (2) year terms.

Managing Director John Land has submitted an application to fill the vacancy for Place 3, on the Local Government Corporation.

RECOMMENDATION:

City Administration recommends selection of an individual that is a Farmers Branch resident, who meets all Board and Commissions background requirements, be appointed to serve on the Local Government Corporation, Place 3 to fill an unexpired term ending May 31, 2017.

ATTACHMENTS:

1. Application
2. LGC - List of Current Members

ACTION:

1. I make a motion to appoint John Land to the Local Government Corporation, Place 3 for an unexpired term ending May 31, 2017.
2. Move to take no action and seek more applicants to fill the vacancy.



FARMERS BRANCH

BOARDS AND COMMISSIONS APPLICATION

NAME: John Land WORK NUMBER: 972-919-2512

ADDRESS: 2500 Pepperwood # 322 HOME NUMBER: N/A

E-mail Address john.land @ farmersbranchtx.gov

Spouse's Name (optional): Kristal

Resident of Farmers Branch >1 years. Registered Voter? Yes # No

If less than 2 years: prior address 11504 Ashdon, Frisco, TX 75035 Length 7 yrs.

Occupation: Managing Director

Employer: City of Farmers Branch

Address (optional):

If any previous Board or Commission experience (in any City), state details:

Frisco CVB
Midland Beautification Commission

List memberships of any Civic Organizations:

FB Rotary Club

List any particular qualifications which you think might be beneficial in serving on a board

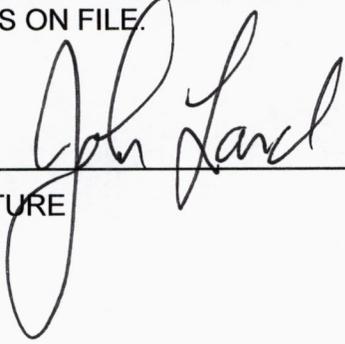
20+ years of Civic involvement, 10+ years economic development experience

CHECK WHICH BOARD(S) YOU WOULD LIKE TO SERVE ON:

- ANIMAL SHELTER ADVISORY COMMITTEE (2 Year Term)
METROCREST HOSPITAL AUTHORITY (2 Year Term)
LIBRARY BOARD (2 Year Term)
PARKS AND RECREATION BOARD (2 Year Term)
PLANNING AND ZONING COMMISSION (3 Year Term)
SENIOR ADVISORY BOARD (MUST BE 50 YRS OF AGE OR OLDER) (2 Year Term)
ZONING BOARD OF ADJUSTMENT AND BUILDING CODE BOARD OF APPEALS (2 Year Term)
HISTORICAL PRESERVATION AND RESTORATION BOARD (2 Year Term)
INDUSTRIAL DEVELOPMENT CORPORATION (6 Year Term)
HOUSING FINANCE CORPORATION (6 Year Term)
VALWOOD IMPROVEMENT AUTHORITY (MUST BE LANDOWNER IN VALWOOD IMPROVEMENT DISTRICT) (2 Year Term)
COMMUNITY WATCH COMMITTEE (2 Year Term)
FAMILY ADVISORY BOARD (3 Year Term)
OTHER Local Government Corporation

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND REVIEWED THE CITY OF FARMERS BRANCH BOARD AND COMMISSION HANDBOOK. I ALSO UNDERSTAND AND ACKNOWLEDGE THAT FARMERS BRANCH CODE OF ORDINANCES §2-33 REQUIRES THAT I AGREE TO THE CITY PERFORMING A CRIMINAL HISTORY CHECK ON ME PRIOR TO MY APPOINTMENT TO A BOARD OR COMMISSION AND HEREBY GRANT MY CONSENT TO THE PERFORMANCE OF SAID CRIMINAL HISTORY CHECK.

I UNDERSTAND AND ACKNOWLEDGE THAT IF I AM APPOINTED TO A BOARD OR COMMISSION, THE TEXAS PUBLIC INFORMATION ACT (TEX.GOV'T. CODE §§552.001, ET.SEQ.) MAY REQUIRE THE CITY OF FARMERS BRANCH TO DISCLOSE PERSONAL INFORMATION IN ITS POSSESSION TO MEMBERS OF THE PUBLIC WHO MAKE WRITTEN REQUESTS FOR SUCH INFORMATION UNLESS A PUBLIC ACCESS FORM IS ON FILE.



SIGNATURE

3-15-16

DATE

This application will be held on file for one year

Local Government
Corporation

	NAME	TERM EXPIRES
1	Bob Phelps - President	5/31/2017
2	Harold Froehlich	5/31/2017
3	Vacancy- Treasurer	5/31/2017
4	Steve Parker - Secretary	5/31/2017
5	Pam DeHon	5/31/2017



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Staff Report

File Number: 16-091

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Report

Agenda Number: G.1

Consider approving minutes of the March 15, 2016, City Council meeting and March 22, 2016, City Council Work Session meeting; and take appropriate action.



City of Farmers Branch

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Meeting Minutes

City Council

Tuesday, March 15, 2016

6:00 PM

Council Chambers

Study Session Meeting to be held at 4:00 PM in the Study Session Room

- Presiding:** 1 - Mayor Bob Phelps
- Present:** 5 - Deputy Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Ana Reyes, Council Member Mike Bomgardner, Mayor Pro Tem Kirk Connally
- Staff:** 13 - Charles Cox Interim City Manager, Amy Piukana City Secretary, Pete Smith City Attorney, John Land Managing Director Operations, Andy Gillies Community Services Director, Shane Davis Environmental Services & Solid Waste Manager, Randy Walhood Public Works Director; Allison Cook Economic Development Manager; Hugh Pender Building Official; Shawna Eikenberry Assistant to City Manager; Alexis Jackson Planning Manager; Tom Bryson Communication Director; Stephanie Hall Administrative Assistant

A. STUDY SESSION

Mayor Phelps called the meeting to order at 4:00 p.m.

A.1 16-069 Discuss regular City Council meeting agenda items.

Council Member Norwood asked that Agenda Item H.1, Ordinance No. 3359, be continued to the April 5, 2016, City Council Meeting in an effort to allow several neighboring property owners who were unable to attend tonight’s meeting and participate in the discussion. Council Member Bomgardner urged City Council to move forward, noting he would be open to continuing the public hearing if that was the consensus from City Council.

A.2 [16-068](#) Discuss Aquatics Facility Operational Audit.

Mr. George Deines with Counsilman-Hunsaker, a consulting firm, provided the following summary review of the Aquatics Facility Operational Audit:

Indoor Summary –

- The Natatorium is a great facility for water fitness, therapy and swim programs.
- Noted 100 daily admissions and high number of annual passes is unrealistic given the lack of multi-use aquatic features and amenities.
- Management should keep labor expenses low and continue to provide quality swim programs for all ages.
- The Natatorium will continue to see a subsidy level close to 75% due to the lack of competitive usage and the small, targeted market of programs within the City of Farmers Branch.

Outdoor Summary –

- The saturation of Community Aquatic Facilities in DFW and lack of multiple types of the key aquatic components (Capacity Holders, Children Areas, and Thrill Features) are the primary reasons the Frog Pond did not meet attendance and revenue expectations.
- The Frog Pond should keep the operational hours the same for the 2016 Season and track attendance by hour to evaluate attendance patterns and usage to see if hours need to be adjusted for the 2017 season.
- Consideration should be made for developing a strategic marketing plan to attract a wider audience of non-residents. This marketing plan could include, but is not limited to, using targeted social media promotions and advertisements, print, direct mail, cross-promotions with other city departments, and strategically placed special events, all of which can drive guests to the Frog Pond on historically low attended operating days. Implementing a marketing budget of \$0.25 per guest, the expectation would be to have a 1:1 return on every marketing dollar spent.
- Season pass prices for individual resident and non-resident should be re-evaluated. Resident pass prices should be priced at \$40-\$50, and non-resident passes priced at \$60-\$70.
- Family Season Pass price should remain the same.
- For ongoing operation of the Frog Pond, a realistic cost recovery rate of 80% is achievable. While some outdoor Aquatic Centers in Texas reach as high as 110%, this is unlikely in the case of the Frog Pond, due to high market saturation in DFW and the primary users being from Farmers Branch.

Council Member Bomgardner asked if part time lifeguards receive city insurance benefits. Human Resources Director Brian Beasley explained that only full time employees receive insurance benefits.

Council Member Bomgardner asked what recommended temperature the city should keep the pool at. Mr. Deines replied 84 degrees is recommended.

Council Member Bomgardner asked that any future projects have revenue and expenditure studies done prior to starting the projects. Interim City Manager Charles Cox explained the revenue projection was unrealistic noting the study has been very useful. He further stated the city plans to incorporate recommendations to add marketing into the mid-year budget and bring forward a lower season pass charge for City Council to review.

Council Member Norwood recommended City Administration research to see if marketing funds are available in this year's budget that could be allocated to market the facility. He stated these funds could be utilized to market the aquatics center and increase attendance.

Council Member Bomgardner asked City Administration to research the use of Hotel Motel funds for marketing. Mr. Cox explained the Hotel Motel funds have specific guidelines, and may not be used for this type of marketing. Mr. Cox stated he will conduct more research.

A.3 [16-058](#) Discuss implementation strategy of the City of Farmers Branch Citywide Trail Master Plan.

Parks Director Jeff Harting briefed City Council regarding this item. Mr. Harting explained the background of the project, noting in September 2015, the Trail Master Plan was adopted, October 2015 the Road Diet was researched, December of 2015 a Traffic Study was conducted, and February 2016 a Traffic Study was conducted. Mr. Harting explained the recommendation tonight is to consider using a shared lane markings called "Sharrows".

Mr. Harting explained sharrows are bicycle symbols carefully placed to guide bicyclists. He further stated wider sidewalks would be added off street along with additional road signs. He noted road diets are on the horizon, however sharrows would be a great way to transition to the road diet.

Council Member Reyes asked if safety statistics are available. Mr. Harting explained with additional signage and sharrow markings, safety will be increased.

Council Member Bomgardner asked about sidewalk path connections and widths. Mr. Harting explained (1) inch joints are located within the sidewalk noting the width will be 4 - 7 ft. wide noting joints are as long as the sidewalk.

Council Member Bomgardner asked if the sharrow project is more economical than the road diet project. Mr. Harting replied sharrows cost substantially less than a road diet.

Council Member Norwood asked if an alternative more economical surface could be used for paving. Mr. Walhood explained he is unaware of an alternative paving material that is available on the market at this time.

A.4 [16-083](#) Discuss the traffic control plan for the southbound Marsh Lane Bridge Project.

Public Works Director Randy Walhood briefed City Council regarding this project. Mr. Walhood explained Dallas County is preparing to advertise and bid this project. He explained

construction time could last 6-9 months, noting traffic would be reduced to two (2) lanes and detoured north bound. He reviewed the history of the project noting the city has conducted two (2) public meetings in the past and additional public communications and signage to the area will be provided.

Council Member Bomgardner asked that Vitruvian have a no left turn to avoid traffic issues. Mr. Walhood explained, his recommendation is to allow staff to adjust the signal timing and evaluate the detour before making any changes.

Council Member Reyes asked that “do not block the road,” signage be added to the intersection.

A.5 [16-079](#) Discuss Community Public Relations.

Council Member Bomgardner expressed his concerns regarding disparaging remarks he feels were made towards two (2) City Council Members and a Business partner. He further stated communications with the public need to be better communicated outside the organization as well, noting it is fundamental to our organization. Council Member Reyes reminded everyone that Council Members are responsible for setting the tone of the community, noting she feels weekly meetings will increase good communications. Council Member Norwood stated City Council Members must operate in a positive and respectful manner.

A.6 [16-070](#) Discuss agenda items for future City Council meetings.

Council Member Reyes asked that discussion regarding the funding of the Justice Center Expansion and Security updates be added to a future meeting. Council Member Reyes asked about the status of the Compensation Study. Mr. Cox explained a consulting firm has been chosen and the process is ongoing. Human Resources Director Brian Beasley explained a comp study could be ongoing through June.

Council Member Reyes asked if a Police Association Representative could participate in the compensation study. Mr. Cox explained the consulting firm will meet with the committee and compare job descriptions. Mr. Cox explained outside groups will be invited to the final public meeting. Council Member Reyes asked Mr. Cox to extend an invitation to the Police Association once the final compensation presentation is completed.

Mayor Phelps recessed at 5:25 p.m. for a break.

City Council skipped to Agenda Item J.1 and recessed into Executive Session at 5:34 p.m.

J. EXECUTIVE SESSION

- J.1 [16-082](#) Council may convene into a closed executive session pursuant to Texas Government Code Section 551.072 to deliberate regarding real estate and Texas Government Code Section 551.087 to deliberate regarding economic development:**
- **Discuss exchange of property generally bounded by Denton Drive to the west, Valley View to the north, William Dodson Parkway to the east and Bill Moses to the south in connection with new retail development and to consider providing Tax Increment Financing funding for certain infrastructure and economic development incentives for retailers.**

Mayor Phelps recessed from closed Executive Session at 5:57 p.m.

Mayor Phelps called the Regular meeting to order at 6:04 p.m.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Pro Tem Connally provided the Invocation. Deputy Mayor Pro Tem Froehlich led the Pledge of Allegiance.

C. CEREMONIAL ITEMS

- C.1 [16-066](#) Consider Board and Commission appointments; and take appropriate action.**

Mayor Pro Tem Connally moved to appoint David Merritt to the Planning and Zoning Commission, Place 5, for an unexpired term ending June 30, 2018.

There being no one to second, Motion dies, due to lack of second.

Council Member Reyes moved to appoint Timothy Yarbrough to the Planning and Zoning Commission, Place 5, for an unexpired term ending June 30, 2018.

Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 5 - Mayor Pro Tem Kirk Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, Council Member Norwood and Council Member Bomgardner

- C.2 [16-081](#) Recognition to City of Farmers Branch receiving the 2015 Platinum Leadership Circle Award for transparency reporting from the Texas Comptroller of Public Accounts.**

Mayor Phelps read a State Proclamation recognizing Farmers Branch as the 2015 Platinum Leadership Circle Award recipient for transparency from the Texas Comptroller of Public Accounts. Interim City Manager Charles Cox was present to receive the proclamation.

D. REPORT ON STUDY SESSION ITEMS

Council Member Norwood provided an update regarding Study Session items.

E. CITY MANAGER'S REPORT AND ITEMS OF COMMUNITY INTEREST

- There will be a document destruction event in the parking lot at City Hall on Saturday, April 2, from 9 am until 12 noon.
- Saturday, April 2, America's pastime will be played by 1860s rules as the Farmers Branch Mustangs host their annual Vintage Baseball Festival at the Farmers Branch Historical Park.
- City of Farmers Branch offices and facilities will be closed on Good Friday, March 25. There will be no garbage pickup that day. The only exceptions will be the Margaret Young Natatorium and the Community Recreation Center (both open from 6 am until 5 pm) as well as the Farmers Branch Historical Park (open from 8 am until 5 pm). ALL City facilities are closed on Easter Sunday, March 27.
- The City is always looking for civic-minded residents who want to give back by donating their time to serve on one of our boards and commissions. Right now, we have two vacancies each on the Community Watch Committee, Senior Advisory Board and two youth vacancies on the Family Advisory Board. But even if your interest lies elsewhere, we'd like to hear from you so we know who we can call when future spots open up.

F. CITIZEN COMMENTS

The following citizens wished to speak under Citizen Comments:

Resident Rick Johnson, spoke expressing concerns of comments made by and about City Council Members and a developer noting Code of Conducts must be followed. He further asked that Staff review the contract with Graham wrecker services.

G. CONSENT AGENDA

- G.1** [16-071](#) Consider approving minutes of the Regular City Council meeting held on March 1, 2016; and take appropriate action.
- G.2** [16-084](#) Consider excusing the absence of City Council Member Kirk Connally from the March 8, 2016, City Council Work Session and take appropriate action.
- G.3** [R2016-016](#) Consider approving Resolution No. 2016-016 authorizing the purchase of audio video equipment and implementation services and the Emergency Operations Center (EOC) in an amount not to

exceed \$75,000 from Ford Audio-Video Systems, LLC, utilizing The Interlocal Purchasing System (TIPS) contract pricing for audio equipment and supplies; and take appropriate action.

- G.4 [R2016-034](#) Consider approving Resolution No. 2016-034 authorizing an amendment to the Interlocal Agreement with Dallas County to enforce and administer the automated Student Safety School Bus Stop Arm Enforcement program; and take appropriate action.
- G.5 [16 PL-002](#) Consider a request for final plat approval of Waters Edge Addition, Lot 1, Block A; and take appropriate action.
- G.6 [R2016-032](#) Consider approving Resolution No. 2016-032 renaming the Farmers Branch Community Recreation Center “Teen Room” to the “Magnolia Room”; and take appropriate action.

Motion made by Mayor Pro Tem Connally to approve Consent Items G.1 through G.6, as presented. Motion seconded by Deputy Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

Aye: 5 - Mayor Pro Tem Kirk Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, Council Member Norwood and Council Member Bomgardner

These items passed.

H. **PUBLIC HEARINGS**

- H.1 [ORD-3359](#) Continue the public hearing and consider adopting Ordinance No. 3359 to change the zoning of approximately 268 acres from Planned Development No. 88 (PD-88) to Planned Development No. 99 (PD-99); and take appropriate action. The proposed PD-99 includes specific Development Standards and a Conceptual Site Plan that would allow the development of a master planned community consisting of single family residential, multi-family residential, retail, restaurant, office, entertainment and hotel land uses. (This is a continued Public Hearing from March 1, 2016 City Council Meeting.)

Council Member Reyes made a motion to continue the Public Hearing to consider adopting Ordinance No. 3359, to the April 5, 2016, City Council meeting. Motion seconded by Council Member Norwood.

Council Member Bomgardner stated information has been provided, however; it's important to move forward and make a decision.

Council Member Reyes asked that Corporate Citizens be provided the opportunity to speak, noting many are out of town and unable to speak tonight, she urged that this item be tabled to the April 5, 2016 City Council meeting.

Deputy Mayor ProTem Froehlich stated this has been through the Planning and Zoning process, noting tonight is to review the zoning change.

After discussion, the motion prevailed by the following vote:

Aye: 2 - Council Member Reyes, Council Member Norwood
No: 3 - Mayor Pro Tem Kirk Connally, Deputy Mayor Pro Tem Froehlich, Council Member Bomgardner

This motion failed.

Community Services Director Andy Gillies gave a brief presentation explaining the applicant Centurion American Acquisitions, LLC is proposing the creation of PD-99 within the PD-88 zoning district to develop a low density master planned community consisting of mixed use such as single family residential, multifamily residential, retail, restaurant, office, entertainment and hotel land uses. Mr. Gillies reviewed the conceptual plans noting 268 acres are located within the PD-99 which are composed of two tracts. He explained tonight we are reviewing Tract 1, which consists of 248 acres and is located along both sides of Luna Road south of Valley View Lane and Tract 2 consisting of approximately 20 acres located east of the intersection located at Luna Road and the LBJ Freeway (I-635) along the eastbound frontage road.

Mr. Gillies noted two sub districts are located within the proposed areas. The first is the Urban Commerce District areas which consist of 92.7 acres. The second is the Urban Residential District area which consists of 174.2 acres. Mr. Gillies reviewed the proposed Land Use Plan for PD-99, which indicated the following details: 73 single family lots at 60x105' lots, 13 single family lots at 50'x130', 310 single family lots at 50'x105', 100 single family lots at 40'x105' (3% total Single Family Land Use), 111 townhome lots at 25'x50' lots, 26 acres of multifamily (12% Land Use), 55.3 acres of Commerce Hotel/Senior Living, 8.6 acres for a potential school site, 26.8 acres of Park/Linear Park Amenity Center/Valwood OS(inside), an 8.8 acre Amphitheater, 31.2 acres of Valwood open space (outside), and water area designations. He noted the overall land use of Single Family Residential detached proposed is 117 acres or (44% Land Use) proposed, Townhomes proposed (3% Land Use), Multi Family proposed (12% Land Use), and Commerce proposed (19% Land Use). Mr. Gillies noted 8.6 acres is being proposed for a future school site. He explained the 19.5 acre site is Urban Commerce Area location and will contain a hotel, several restaurant pads and at least 25,000 square feet of retail, with multi-family housing proposed.

Council Member Reyes asked what the average size acreage is to construct a school. Mr. Gillies replied average range is 8-10 acres.

Deputy Mayor Pro Tem Froehlich asked if another site within the area, that is not shown on the map has been considered for a school. Mr. Gillies replied there is an alternate location east of the lake area that consists of approximately 10 acres, however; the developer is requesting the school location on 8.6 acres located within the single family residential district.

Council Member Reyes asked about the proposed amphitheater use, asking if the applicant plans to coordinate the use of the facility with the community and asked if the property would be deeded to the city. Mr. Gillies explained no discussion regarding property being deeded to the city has been conducted.

Council Member Norwood asked what other developments within the city have a 60 ft. wide lot size. Mr. Gillies replied most lots are larger within the city, noting Johnson Park and Farmers Dale Subdivisions are good examples of similar lot sizes being proposed.

Council Member Reyes asked what example of 40 ft. lots we have within the city. Mr. Gillies replied Cambridge Crossing and Mustang Crossing are similar.

Mr. Gillies reviewed PD-99 lot specifications in detail. He further stated the concept plans indicates homes will be 75% masonry, noting stucco is allowed in PD-99, if it meets city criteria coating.

Deputy Mayor ProTem Froehlich asked if all buildings will be stucco, and asked if Southwestern style and/or Mediterranean style architectures would allow mixed homes within the development to use more stucco. Mr. Gillies explained 4 different facades will be used before repeating design. He noted there is a developer that might request a particular style requiring higher stucco percentages, which would be allowed as long as variety and good quality is maintained.

Council Member Reyes asked for clarification regarding the reference that 75% of façade would be stone or other materials. Mr. Gillies replied more stucco is being allowed with the residential developments to allow developers to utilize more varieties of materials.

Council Member Bomgardner asked Mr. Gillies what percentage of stucco he feels should be allowed. Mr. Gillies noted staff would ask that a patterned design be submitted with a site plan to allow staff to review details and make recommendations at that time.

Council Member Reyes asked about soil conditions, noting the concept plan does not show official and unofficial landfills. Mr. Gillies replied staff will request soil testing at the time of the detailed site plan.

Council Member Norwood asked if soil issues can be remediated. Mr. Gillies replied there are certain ways to excavate the land to obtain soil stability, he would need a civil engineer to review in order to provide a definite answer.

Council Member Reyes asked about the cost to obtain an engineer study of the property. Mr. Gillies replied that he does not have a cost estimate at this time, noting the developer would be responsible for these costs.

Council Member Bomgardner asked if the city is liable for any soil contamination issues with the future developments. City Attorney Pete Smith stated the city would not be liable.

Mr. Gillies reviewed estimated average housing prices noting 60 ft. lots will be about \$596,000, 50 ft. lots would be estimated at \$566,000, 40 ft. lots would be about \$442,000, and average townhome would be priced around \$337,000.

Council Member Reyes asked for clarification regarding the reduced green space. Mr. Gillies explained the school site was added and 26 acres of open space noting no significant changes have been made. Mr. Gillies explained the developer did change some lot sizes from 60 to 50 ft. lot sizes recommended by the Planning and Zoning Commission.

Mr. Gillies reviewed the proposed Trail System and open green space.

Council Member Reyes asked if the applicant would consider adding a dog park. Mr. Gillies noted several trails with dog amenities are offered, however; at this time no dog park has been proposed.

Council Member Reyes asked if 5 ft. sidewalks were adequate. Mr. Gillies replied staff has reviewed and feels it meets standards. He added space requirements were necessary to obtain landscaping.

Mr. Gillies noted the plan will be constructed in Phases referencing the Development Phasing Map Appendix J. He noted the applicant feels he needs the Public Improvement District to help finance necessary public improvements. He is requesting a 40 million dollar PID with a 30 year term noting bonds would be paid by the property owner over the 30 years. He reviewed an example of taxes and assessments.

Council Member Norwood asked does the vote tonight approve the PID and TIRZ? Mr. Gillies noted tonight's meeting is to approve the zoning change only.

Upon summary, Mr. Gillies noted 38 notification letters were sent out, the city received 12 letters of opposition, 3 were adjacent property owners, noting this did not exceed the 20% opposition adjacency requirement.

Council Member Reyes asked for clarification regarding concerns on the Commerce District open green space. Mr. Gillies replied the applicant is proposing hardscaping such as pavers and utilizing an open urban style of public space on Tract 2 regarding the Commerce portion landscape percentages.

Council Member Bomgardner asked if the gas well issue has been resolved. Mr. Gillies stated the gas well has not been moved, the city has a specific use permit at the location and currently development cannot be constructed within 600 feet of that site.

Mr. Gilles reviewed the tax assessment based on a \$400,000 dollar home value, noting a proposed PID assessment would be \$0.52 (tax rate/per mil) or \$2,080 annually, and Valwood Improvement District would be \$0.27 (tax rate/per mil) or \$1,080 annually.

Developer Mehrdad Moayedi approached the podium. Mayor Pro Tem Connally asked Mr. Moayedi if the PID is essential to developing the property and asked if he would move forward without a PID.

Mr. Moayedi replied that he will ask for a PID and TIRZ and agrees to fund the project initially then after improvements are completed, he will request PID Bonds be sold. He further stated the amenities are roughly valued at \$8 million dollars, noting homeowners are provided with disclosures prior to the purchase of the home.

Mr. Moayedi provided a presentation to City Council regarding the project. Mr. Moayedi noted he purchased the property to ask for down zoning, noting he closed on the property November of 2015. He further stated that he reduced multifamily to 1,200 on north side and 500 on south side to meet requests. He further stated he is committed to bringing commercial to the area. He noted the soil will be tested and other testing will be done and monitored, he stated builders will require it prior to slabs being poured. He further stated he has increased lot sizes and reduced the number of smaller lots, reduced multi-family numbers, and added a potential school site and added Senior Living. He explained 71 acres will be used as Parks and Open space with 15,700 ft. of trails. Mr. Moayedi states he has offered to sell the school 8.6 acres at cost plus improvement costs, noting the School Board will review April 6, 2016.

Council Member Reyes stated she is concerned with this development not having a strong sense of identity. Mr. Moayedi replied he will work hard to make sure the City Council is pleased with the project. He noted this is a zoning case, other things will come forward as the project progresses.

Council Member Reyes noted corporate neighbors do not want to look down upon Single Family homes, asking if trees will be added. Mr. Moayedi explained he met with the corporate neighbors explaining masonry will be added and landscaping with trees that will all come forward at a future time.

Attorney John Boyle representing Valwood Improvement Authority was present noting Valwood Improvement Authority passed a Resolution in opposition to the rezoning from PD-88 to PD-99. The proposed District could adversely impact the growth in assessed valuations, the District's ad valorem tax rate and its ability to finance its current outstanding debt and any future debt that may have to be incurred to provide necessary flood protection for the District's property and owners and pay ongoing operation and maintenance expenses.

Mr. Boyle introduced Mr. Garret Gray with Metro Study who provided a presentation. Mr. Gray concluded his summary noting the existing baseline of PD-88 landplan is forecast to create total future improvements equaling \$1.01 billion in market value and \$825 million in assessed improvement value at buildout, while the proposed PD-99 land plan is forecast to create total future improvements equaling \$776 million and \$629 million in market and assessed values. Given the forecast improvements values and

associated sales and BPP taxes expected, the baseline PD-88 land plan is projected to generate approximately \$75.4 million in annual property, sales, and BPP tax revenues at build out, while the proposed PD-99 land plan is forecast to create an estimated \$33.5 million annually. At buildout, the PD-88 land plan is projected to generate approximately \$41.9 million more in annual total tax revenues at buildout than the proposed PD-99 land plan.

After discussion, Mayor Phelps opened the Public Hearing.

The following citizens spoke in opposition:

Kristen A. Miller Riensch, spoke in opposition

Wayne C. Baham Cedar, spoke in opposition

Charles Zubarik, spoke in opposition

Carol Dingman, spoke in opposition

Joe Dingman, spoke in opposition

Stacy Wright, spoke undecided to the ordinance and passed out a landfill map.

Pat Haggerty, spoke in opposition

John H. Wells, submitted a registration card in opposition

The following citizens spoke in support:

David Koch, spoke in support

Rick Johnson, submitted a registration card in support

Motion made by Council Member Reyes to close the Public Hearing. Motion seconded by Mayor Pro Tem Connally. Motion approved by the following vote:

Aye: 5 - Mayor Pro Tem Kirk Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, Council Member Norwood and Council Member Bomgardner

Deputy Mayor Pro Tem Froehlich had questions regarding tree types. Mr. Gillies replied that staff will work with the developer to discuss tree types.

Deputy Mayor Pro Tem Froehlich asked for clarification regarding the percentages in the Ordinance noting page 35 in not consistent regarding percentages of lot sizes.

Mr. Gillies replied the calculations on page 35 were provided by the applicant and considered reasonable lot widths that would fit in area. Mr. Gillies stated you are reviewing the number of percentages of latitude and flexibility of up to 2% of additional lots that might be necessary.

Mr. Moayedi stated this is a conceptual plan noting it could change. He further stated the numbers are locked into the percentages. He further stated he is willing to accept a 5% deviation.

Council Member Bomgardner asked the Developer to avoid stone walls, and asked the Developer what the completion time will be.

Mr. Moayedí explained the next step will be to obtain engineering studies and begin excavation within 120 days. He noted the project has many phases, the residential portion will take 5-6 years, noting the restaurant and hotel will be under construction in 6 months. He explained the life of the project is estimated to take 7-8 years.

Council Member Norwood asked hypothetically if the rezoning fails what are your options. Mr. Moayedí explained he would construct a multifamily residential development.

Council Member Reyes asked if the school district uses another option would you use the rest as green space. Mr. Moayedí says he does not plan to use this as green space, noting he wants to work with the school and will work with the city on the property.

Greg McGuff President of Lennar Home Builders was present to answer any questions. Council Member Bomgardner asked about the market and how the homes will be sold. Mr. McGuff explained he plans to invest in this development noting the location being close to the freeways are great statistics, explaining he is confident they will sell.

Council Member Norwood asked what the tax rate is on the project he is referencing. Mr. McGuff replied he doesn't have that information and would need to research it. He further stated at this price point, buyers are not concerned about the tax rate as long as it is within the average \$3.00 range.

After discussion, Deputy Mayor Pro Tem Froehlich made a motion to approve Ordinance No. 3359, with the stipulation to change the ordinance, Page 35, Article VIII, Section (B-3) under C.1 and C.2 percentages from 2% to 5%. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Ayes: 3 - Deputy Mayor Pro Tem Froehlich, Council Member Norwood and Council Member Bomgardner

No: 2 - Mayor Pro Tem Connally, Council Member Reyes

This Item passed.

I. REGULAR AGENDA ITEMS

- I.1 [RES 2016-31](#) **Consider approving Resolution No. 2016-031 authorizing the City Manager to execute a Change Order for the Solid Waste Engineering Services Contract with Weaver Consultants Group formerly known as Weaver Boos Consultants, related to the City of Farmers Branch permit amendment application 1312B for Camelot Landfill; and take appropriate action.**

Environmental Services & Solid Waste Manager Shane Davis briefed City Council regarding this item. Mr. Davis noted due to the passage of HB 281, the city must receive approval from City of Lewisville in the form of a resolution before the Texas Commission on Environmental Quality can complete the review of the amendment application for the expansion of Camelot Landfill. Weaver Boos Consultants now considered Weaver Consultants Group must develop and compile a zoning application to be submitted to the City of Lewisville for review. This requires the consultant to reconfigure the proposed waste disposal site plan, design environmental amendment text to reflect all changes. Mr. Davis noted the contract amendment in the amount of \$333,800 will be funded through the Camelot Landfill Closure/Post Closure account.

Motion made by Council Member Reyes to approve Resolution No. 2016-031, as presented. Motion seconded by Mayor Pro Tem Connally. Motion approved by the following vote:

Aye: 5 - Mayor Pro Tem Kirk Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, Council Member Norwood and Council Member Bomgardner

This item passed

- I.2 [ORD-3360](#) **Consider adopting Ordinance No. 3360 Amending Chapter 66 of City of Farmers Branch Code of Ordinances related to solid waste and the recycling; and take appropriate action.**

Environmental Services & Solid Waste Manager Shane Davis briefed City Council regarding this item.

Deputy Mayor Pro Tem Froehlich asked that staff provide photos to help educate the public on bin screening and placement.

Mayor Pro Tem Connally made a motion to approve Ordinance No. 3360, as presented. Motion seconded by Deputy Mayor Pro Tem Froehlich.

Motion approved by the following vote:

Aye: 4- Mayor Pro Tem Kirk Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, and Council Member Bomgardner

No: 1- Council Member Norwood

K. **RECONVENE INTO REGULAR SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE CLOSED SESSION.**

No action was taken.

L. **ADJOURNMENT** – The meeting adjourned at 9:48 p.m.

Mayor Bob Phelps

Attest:

Amy M. Piukana, City Secretary



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Meeting Minutes

City Council

Tuesday, March 22, 2016

4:00 PM

Study Session Room

Work Session Meeting to be held at 4:00 PM in the Study Session Room

- Presiding:** 1 - Mayor Bob Phelps
- Present:** 4 - Deputy Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Ana Reyes, Mayor Pro Tem Kirk Connally
- Absent:** 1 - Council Member Mike Bomgardner
- Staff:** 9 - Charles Cox Interim City Manager, Amy Piukana City Secretary, Braden Metcalf City Attorney, Sid Fuller Police Chief, Deputy Chief Mark Young, John Land Managing Director Operations, Shawna Eikenberry Assistant to City Manager; LaJeana Thomas Executive Assistant Administration

A. CALL TO ORDER

Mayor Phelps called the meeting to order.

B. WORK SESSION ITEMS

- B.1** [16-092](#) Consider approval of minutes of the City Council Work Session meeting held on March 8, 2016; and take appropriate action.

Motion made by Council Member Reyes to approve the March 8, 2016, City Council Work Session minutes, as presented. Motion seconded by Deputy Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

Aye: 4 - Deputy Mayor Pro Tem Froehlich, Council Member Reyes, Council Member Norwood and Mayor Pro Tem Connally

B.2 [16-096](#) Receive an update on the Justice Center Security Upgrades, Expansion and Modernization.

Interim City Manager Charles Cox explained staff has reviewed the numbers and reviewed items that are critical for recommended improvements to secure the Justice Center. Police Chief Sid Fuller stated the projects are broken down by security and operations. Chief Fuller introduced Deputy Chief Mark Young who reviewed the history of the Justice Center noting Municipal Court is also part of this project. He further stated the building has aged, and with evolving security needs since the 911 attacks, renovations are necessary to secure the Justice Center. Deputy Chief Young reviewed a Power Point presentation indicating security needs. The presentation indicated ballistic shielding needs to be installed at the Police Records window, Jail window, and Municipal Court window, and areas located on the south side, noting these employees and areas are more exposed. He noted a masonry screening wall has been added to the request in order to secure the parking area used by Police Officers in the back of the building. He further stated the Municipal Court is in need of a jury deliberation room and a City Marshall office.

Deputy Chief Young explained the proposed plan is to have a bunker with the equipment and gear easily accessible. He noted the SWAT locker rooms could have an adjoining room to accommodate special equipment. Deputy Chief Young stated carrying equipment to the parking lot to load vehicles is not efficient. To be able to preload equipment on the vehicles will allow more efficiency and quicker response.

Deputy Chief Young asked for a more secure crime scene area, allowing a 4 ft. desktop chamber to allow fumigations for processing evidence. He explained the bicycle program is successful, however he stated storage space is tight. He noted the jail workstation and booking area for patrol officers needs to be enlarged to allow for better efficiency of Police Officers.

Deputy Pro Tem Froehlich asked that the funding be utilized more efficiently. He asked what is the difference between the Panel versus Cedar Block wall materials and if security camera surveillance is used on the back side of the building. Chief Fuller replied there is a camera, noting wall details and more specifics can be reviewed at a later time. Chief Fuller further stated he would further review the wall materials.

Deputy Mayor Pro Tem Froehlich asked if staff has considered co-locating Police and the new Fire Station No. 2 to create a Public Safety building.

Chief Fuller replied at this time, he has not reviewed this idea, noting we need to consider security of storing full automatic weapons with Fire Department, explaining it might not be very cost effective or the best practice to have it located so far away from the Justice Center.

Interim City Manager Charles Cox noted the SWAT vehicle needs to be located near the manpower. He further stated the city met with neighbors originally regarding Fire Station

#2, noting the neighborhood may not want a bigger footprint at that location since the meetings held were in reference to a Fire Station only.

Managing Director John Land explained the Animal Adoption Center could be co-located with the new Fire Station No.2.

Mayor Phelps, asked why the cost was high to construct a Jury deliberation room. Deputy Chief Young explained the building would have to expand beyond the footprint, making it new construction.

Council Member Reyes asked what type of reductions have been made from the prior presentation request. Chief Fuller noted he cut out flooring and carpets and reduced ballistic glass to only unsecured areas in an effort to save on costs.

Council Member Reyes asked if what happened to the Dallas Police Department in the past could happen at Farmers Branch Police Station. Chief Fuller explained once the first layer is secured, the building cannot be penetrated.

Mr. Cox noted Police in Dallas entered the building from the front side, noting Farmers Branch enters from the back. He further stated once the back area is secured, this reduces the risks of penetrating the building.

Council Member Reyes asked for clarification regarding the rating of ballistic glass. Chief Fuller confirmed the UL7 Grade Rated ballistic glass will be used.

Council Member Norwood asked if the jury deliberation room can be considered at a future date noting it's not a critical safety issue at this time.

Council Member Norwood explained the bond committee could review.

Deputy Mayor Pro Tem Froehlich asked how the funding would affect the tax rate.

Mr. Cox noted it would raise the tax rate ½ a cent for 20 years.

Mr. Cox reviewed the timeline of issuing the Notice of Intent. City Council advised staff to move forward with the Notice of Intent at the next City Council meeting scheduled for March 29, 2016.

C. ADJOURNMENT

Motion made by Council Member Norwood. Motion seconded by Council Member Reyes. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, and Council Member Norwood

The meeting adjourned at 4:48 p.m.

Mayor Bob Phelps

Attest:

City Secretary



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: R2016-033

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.2

Consider approving Resolution No. 2016-033 authorizing the City Manager to approve a professional services agreement with PYRO Brand Development, LLC for marketing services; and take appropriate action.

BACKGROUND:

One of the goals in the City's Strategic Plan is to enhance the City's internal and external communication efforts. In order to accomplish this goal, staff is recommending an overall larger marketing effort that includes the promotion of several key areas which include Tourism, Special Events, resident communications, and residential relocation and Demo/Rebuild.

To execute this larger marketing effort at the highest level, Staff developed and solicited a RFP for professional marketing agencies. While the results of the RFP were not satisfactory, Staff continued to look for the right agency and was please to make a recommendation to City Council at the March 1 study session. At this meeting, staff presented future marketing plans for the City including the recommendation to enter into a professional services agreement with the PYRO Agency. Staff received consensus from Council to move forward as recommended.

DISCUSSION:

Under this agreement, the City will engage in marketing services with the PYRO Agency to complete the following tasks:

- Conduct and report on a Marketing and Branding Audit
- Brand and messaging reposition/evolution - Updating messaging and positioning of current logos
- Global marketing plan (across all key functions) - specifically taking into account each key area and their needs. This should include, where, when, and what to advertise
- Implementation schedule for each of the key areas - easy-to-follow road map for staff to follow
- Provide creative and production services for advertising and tourism visitors guide
- Creation of new website to replace visitfarmersbranch.com and lovethebranch.com
- Report monthly on goals, metrics, and results

The proposed agreement will run through the remainder of the fiscal year. The current Marketing budget contains \$150,000 for marketing services. With the inclusion of Tourism in this larger marketing plan, an additional \$20,000 will be used from the Tourism marketing budget, to cover the total cost of the agreement of \$170,000.

RECOMMENDATION:

Staff recommends approving the resolution to begin work with the PYRO Agency.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-033, as presented.
2. I move to approve Resolution No. 2016-033, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-033
2. Agreement



RESOLUTION NO. 2016-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE ON BEHALF OF THE CITY AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF FARMERS BRANCH, TEXAS, AND PYRO BRAND DEVELOPMENT, LLC; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Farmers Branch and PYRO Brand Development, LLC, in connection with developing and implementing a strategic marketing plan for the City of Farmers Branch, and being further described in Exhibit “A” attached hereto; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the Interim City Manager should be authorized to negotiate and execute this Agreement with PYRO Brand Development, LLC. on behalf of the City of Farmers Branch.

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

SECTION 1. The Interim City Manager, or designee, is hereby authorized to negotiate and execute on behalf of the City an Agreement for Professional Services with PYRO Brand Development, LLC, and to execute any amendments or instruments related thereto.

SECTION 2. All provisions of the resolutions of the City of Farmers Branch, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 5TH DAY OF APRIL, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:3-29-16:TM 76195)

Resolution No. 2016-____
Exhibit “A”

(b) Warranty. Professional will use industry standards and procedures (including coding tools, where applicable) in performing the services set forth in this Agreement and/or the applicable cost estimate or production estimate (each a “Production Estimate”), so that the project assets created as a result of the services (the “Deliverables”) may be maintained and modified by or for City by skilled professionals in the digital development industry. If any errors arise to components that are within the scope of the applicable Production Estimate and consistent with the project’s specifications, Professional will resolve the error to the best of its ability. In order to receive warranty remedies, deficiencies in the services must be reported to Professional in writing within sixty (60) days of acceptance of the services. Any errors found to be outside the scope of the original project specifications will be repaired upon approval of estimates provided by Professional. City’s sole remedy shall be to have the deficiencies remedied or to receive a refund of the pro rata amount of the fees allocable to such services, at Professional’s option. Unauthorized modification of the software will terminate any applicable warranty. This WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED.

(c) City acknowledges that Professional may own certain computer software, knowledge, techniques, procedures, algorithms, protocols, routines and methods used in the creation of computer software and other digital production (collectively, “Software”), that are and have been developed and used by Professional in the course of Professional’s business and that Professional uses or may use for multiple Clients or projects. All such Software shall be and remain Professional’s sole and exclusive property; provided, however, that to the extent the Software is included in any Deliverables, City shall have a non-exclusive, royalty-free license to use the Software in the Deliverables furnished by Professional to City.

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total of One Hundred Seventy Thousand Dollars (\$170,000.00). Unless otherwise provided herein, payment to

Professional shall be monthly based on Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Professional shall submit monthly progress reports and attend progress meetings as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the state District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234
972.919.2514 - facsimile

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
214.965.0010 – facsimile

If intended for Professional:

Attn: John Beitter,
Brand Management Principal
PYRO Brand Development, LLC
2801 N. Central Expressway
Dallas, Texas 75204

6.9 Insurance.

(a) Professional shall during the term hereof maintain in full force and affect the following insurance:

(1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) Name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(2) Provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.10 Indemnification.

A. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR

PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

B. PROFESSIONAL WILL INDEMNIFY, DEFEND AND HOLD CITY HARMLESS FROM ANY LEGAL PROCEEDING BROUGHT AGAINST CITY ITS OFFICERS AND EMPLOYEES TO THE EXTENT THAT IT IS BASED ON A CLAIM THAT THE DELIVERABLES, IN THE FORM FURNISHED BY PROFESSIONAL, INFRINGE ANY UNITED STATES COPYRIGHT OR CONSTITUTE MISAPPROPRIATION OF TRADE SECRETS OR VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER. PROFESSIONAL WILL PAY ALL DAMAGES AND COSTS AWARDED BY A COURT OF FINAL APPEAL ATTRIBUTABLE TO SUCH CLAIM IF CITY: (I) PROVIDES NOTICE OF THE CLAIM PROMPTLY TO PROFESSIONAL; (II) GIVES PROFESSIONAL CONTROL OF THE DEFENSE AND SETTLEMENT OF THE CLAIM; (III) PROVIDES TO PROFESSIONAL ALL AVAILABLE INFORMATION, ASSISTANCE AND AUTHORITY TO DEFEND OR SETTLE THE CLAIM; AND (IV) HAS NOT COMPROMISED OR SETTLED SUCH PROCEEDING WITHOUT PROFESSIONAL'S PRIOR WRITTEN CONSENT. PROFESSIONAL WILL NOT BE RESPONSIBLE TO THE EXTENT THAT SUCH CLAIMS ARISE FROM: (I) COMPLIANCE WITH CITY'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS OR INCORPORATION OF TECHNOLOGY, TEXT, GRAPHICS OR OTHER MATERIAL PROVIDED BY CITY; (II) THE USE BY CITY (OR THOSE AUTHORIZED BY CITY) OF THE DELIVERABLES IN COMBINATION WITH EQUIPMENT, SOFTWARE OR DATA NOT SUPPLIED OR AUTHORIZED BY PROFESSIONAL, OR ANY MODIFICATION OF THE DELIVERABLES NOT AUTHORIZED BY PROFESSIONAL; AND (III) THE USE OF ANY ALLEGEDLY INFRINGING VERSION OF A DELIVERABLE, IF SUCH ALLEGED INFRINGEMENT COULD BE AVOIDED BY THE USE OF A DIFFERENT FUNCTIONALLY EQUIVALENT VERSION MADE AVAILABLE TO CITY BY PROFESSIONAL. IF THE DELIVERABLES BECOME, OR IN PROFESSIONAL'S OPINION (NOW OR IN THE FUTURE) ARE LIKELY TO BECOME, THE SUBJECT OF A CLAIM OF INFRINGEMENT FOR WHICH PROFESSIONAL IS RESPONSIBLE, PROFESSIONAL WILL HAVE THE RIGHT TO EITHER: (I) OBTAIN FOR CITY THE RIGHT TO USE SUCH DELIVERABLES FOR THE PURPOSE FOR WHICH IT WAS DEVELOPED BY PROFESSIONAL; (II) REPLACE OR MODIFY THE ITEM SO THAT IT BECOMES NON-INFRINGING; OR (III) DEFEND CITY FROM SUCH CLAIM. THIS SECTION STATES THE ENTIRE LIABILITY OF PROFESSIONAL HERETO WITH RESPECT TO INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original,

but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, Interim City Manager

ATTEST:

By: _____
Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2016.

PYRO BRAND DEVELOPMENT, LLC

By: _____
John Beitter
Brand Management Principal

EXHIBIT "A"
SCOPE OF SERVICES

1. Branding and marketing audit – conduct an audit of current marketing and communication efforts in the key areas and identify target audiences for each key area

The Professional will audit your current messaging, competitor messaging, and primary research to identify the strengths and weaknesses of the current marketing messages.

The Professional will also conduct one-on-one interviews with your key leadership to assist with defining the strengths and weakness of the brand (5-10 stakeholders). The Professional will take detailed notes, but these interviews are not recorded to ensure candor by virtue of anonymity. We are searching for insights and patterns that will be beneficial to the development of your brand. The learning will be reported to you during the branding strategy development workshop as described below.

After the audit and stakeholder interviews, the Professional will make a discovery presentation to your leadership team to review the learning and to collaboratively identify the most likely drivers of the real and perceptual challenges among the key stakeholder groups.

Final Deliverable: Comprehensive PowerPoint summary reporting on the key learning from the category/competitor audit and the stakeholder interviews.

2. Brand and messaging reposition/evolution – Updating messaging and positioning of current logos

BRAND STRATEGY DEVELOPMENT WORKSHOP

EXHIBIT "A"
SCOPE OF SERVICES

Using our proven approach, the City and PYRO will collaboratively develop a unique “brand promise” to serve as the strategic foundation for a distinctive and compelling brand messaging for the City of Farmers Branch.

To get there, our project team will moderate and participate in a workshop with key City leaders (full-day or across two half-days as team availability allows). The workshop is part science (i.e., a standardized “format” to finalize key elements: target, competitive set, prime benefit, brand personality, user club, and highest calling) and part art (i.e., employing a series of effective exercises to brainstorm, evaluate, and reach agreement on foundational brand decisions).

At the outset of this workshop, we will first present insights from our branding and marketing audit to provide context, insights and fodder for discussion. Then, we will collaboratively create and define the various elements of your new brand promise:

- ***Brand vision***

At the core of any strong brand is a clear brand vision that defines your long-term strategic direction. Great visions are simple, compelling, and crystal clear. Done correctly, they drive everything a brand will do from marketing to employee training to new product development to resource allocation.

- ***Brand positioning***

This will clarify how we want the various target audiences to think about the City of Farmers Branch and how we plan to differentiate it in the marketplace. With the positioning statement, we will articulate the target, those ideal prospects we want to draw into the brand, the competitive set, and the most compelling benefit. Keep in mind the key to great positioning is sacrifice. We will have to sacrifice all the wonderful things you *could say* about the City for the one thing you *have to say* in order to differentiate it.

EXHIBIT "A"
SCOPE OF SERVICES

- ***Brand personality***

This represents the set of human traits we want visitors, residents, and city employees to associate with the City’s brand. A likable personality will be required to establish an emotional connection between the brand and its constituents. The statement of brand personality becomes a strategic cornerstone that is reinforced with each touch point, from every piece of collateral to every communication channel. It provides a consistent lens through which to judge communications, helping you identify who you are, what you say, and how you say it.

- ***User affiliation***

This is the desired user imagery that will attract visitors, residents, and employees to the brand. What “club” is a customer joining by doing, working, playing, and/or living in the City? It is an indisputable fact that birds of a feather flock together. Humans are compelled to affiliate with people like themselves, people they admire, or people they aspire to be like. We believe that all strong brands must actively create and manage an imagery of their users that invokes and capitalizes on this basic human behavior. In other words, people don’t buy or use brands. They join them.

Through the development of and agreement to these strategies, your brand team will leave the workshop with conviction about what the City of Farmers Branch brand stands for. That conviction will drive your team to achieve consistency in all communications and guide the brand’s growth and direction. Your branding strategies will also be the basis for future creative briefs, online messaging, public relations messaging, website communication, among other touch points.

To effectively capture all the ideas developed in the workshop, PYRO will create an elaborative that details the thinking and rationale for each part of the brand. This

EXHIBIT "A"
SCOPE OF SERVICES

elaborative can be shared throughout your organization and will serve to further guide consistent communication about the brand.

Final Deliverable: Brand Strategy summarized on one page and consisting of the Brand Vision, Brand Positioning, Brand Personality, and User Affiliation.

BRAND STRATEGY ACTIVATION WORKSHOP

Development of a compelling brand strategy does not, in and of itself, guarantee success. What does is a concerted effort to activate the brand strategy through “rituals” that serve to strengthen and reinforce advocacy. In our view, rituals should manifest across five key areas of the City’s marketing communications:

- ***Culture***
What are the behaviors, symbols, and other characteristics that exist across the organization that will make people feel they are a part of something really big?

- ***Customer Service***
Beyond the fundamentals, what are the unique ways that the City engages its visitors, residents, and employees?

- ***Promotions***
Do the current marketing communications visually and verbally reinforce the brand?

EXHIBIT "A"
SCOPE OF SERVICES

- ***Causes***
Besides a bottom line, does the City have a conscience too? How well do the causes the City aligns itself with further the brand strategy?

- ***Product Innovation***
Does the City “package” its offerings in a manner that compels people into action?

To get there, we will facilitate another workshop with key City leaders (full-day or across two half-days as team availability allows). The mission is to brainstorm and refine tactics that bring the brand to life in the five key areas above.

Final Deliverable: Summary report of all ideas developed in the workshop for activating the Brand Strategy in the areas of culture, customer service, promotions, causes, and production innovation.

3. Global marketing plan (across all key functions) – specifically taking into account each key area and their needs. This should include, where, when, and what to advertise

PLAN DEVELOPMENT

Based on the budget you provide and using the brand strategy and activation workshop results as our guide, the Professional will develop a one-year marketing communication plan designed to create awareness and preference among the various target audiences.

EXHIBIT "A"
SCOPE OF SERVICES

We'll take into consideration all aspects of the marketing mix including but not limited to traditional advertising, digital marketing, public relations, social media, direct marketing, email marketing, and promotions/sponsorships.

4. Implementation schedule for each of the key areas – easy-to-follow road map for staff to follow

Included in our global marketing plan will be a general implementation schedule for the recommended strategies and tactics generated in our brand strategy activation workshop as well as the Professional's creation of the plan itself.

Final Deliverable – Implementation plan.

6. Provide creative and production services for advertising and tourism visitors guide

CAMPAIGN DEVELOPMENT

To generate the creative campaign, we will first develop and secure your approval of a creative brief for all tactics being recommended in the global marketing plan.

Upon approval of this creative brief, the Professional will concept and present two alternative visual and verbal directions (i.e., taglines, headlines, overall look and feel, etc.) and flesh out the remaining campaign elements on the approved direction.

EXHIBIT "A"
SCOPE OF SERVICES

Final Deliverable – General creative campaign direction including tagline, overall campaign look and feel, overall copy tone and manner, photography/illustrative style.

7. Report monthly on goals, metrics, and results

Included in our global marketing plan will be recommendations on the campaign goals and metrics.

Final Deliverable – Recommendations on the campaign goals and metrics.

8. Website reconstruction – secondary to the City’s main website, this new site should serve as a site to promote the City as a place to visit and live. This site would serve as the primary destination for Tourism, Events, Historical Park, and general information about living in Farmers Branch including residential incentives (demo/rebuild program). It will replace the current visitfarmersbranch.com and lovethebranch.com sites. This site should be a user-friendly website that contains the following features: easy-to-use content management system, mobile responsiveness (or separate mobile site), and analytic tools.

The Professional will evaluate the two existing websites – visitfarmersbranch.com and lovethebranch.com – as well as key competitor websites in order to define the best practices to use in the new site.

Using this learning, the Professional will lead the development of a site map necessary to achieve the communication objectives. Once approved, the site map will be converted into a comprehensive wireframe, i.e., a visual guide to represent the skeletal framework of the new website. The wireframe will show the page layout or organization of the website’s content including interface elements and navigational systems.

EXHIBIT "A" SCOPE OF SERVICES

Using the approved wireframes as our guide, the Professional will concept and present two alternative creative directions for the new website – each consisting of a homepage design and two secondary pages from which one final concept will be selected for production. Following approval of a conceptual idea, the Professional will then provide four secondary page designs for the selected concept. The approved secondary page template will then be leveraged as the basis for the design and structure of the website interior pages when technical production is engaged.

Description of our website solution includes:

- Setup of Content Managed System (CMS)
- Implementation of PYRO's Design with CMS
- Integration of Existing Attractions and Accommodations Booking Functionality*
- Integration of Existing Interactive Map*
- Integration of Content into Website Pages – 85 pages within VisitFarmersbranch.com and Lovethebranch.com
- Implementation of Responsive Coding
- Search Engine Optimization Check
- Deployment of Site and Testing
- Training Session with City

**Price is based upon integrating existing functionality. Implementation of new booking functionality or map will require a change in cost estimate.*

Description of our website design deliverables include:

- Custom website design: This is the tailored look of your website that uniquely represents the City's online presence. We artfully combine your brand identity and design inspiration with our graphics expertise to deliver a premium look and feel.

EXHIBIT "A"
SCOPE OF SERVICES

- **Content Management System:** The CMS is the cockpit of your website that allows you to easily make changes to what visitors see on your site. We make sure that the CMS works efficiently so that the content changes on your site appear exactly as you expect.

- **Combining your custom design with the content management system:** This is the process of connecting the design pieces on the front of the website, which your visitors and residents see, seamlessly to the management system on the backside that you will control.

- **Responsive Programming:** This is additional programming that automatically adjusts the size of the website to fit the user's screen size. This allows your website to be viewed easily on a phone or tablet without having to create a separate mobile website.

- **Create Website Structure:** Once a general design is generated, each individual page of your website will be skillfully produced and interconnected with the rest of the website.

- **Content Integration:** We make sure that each area of your website includes the proper descriptions and the texts that help your customers understand who you are and what you do.

- **Maximize Search Engine Effectiveness:** We make sure your website is discoverable by web search engines.

- **Project Plan of Action:** You will be presented with a detailed document outlining all aspects of the project, as well as updates as things move forward with your Custom Designed Responsive Content Managed Website.

While in development, the new website will be hosted on a staging server provided by us.

EXHIBIT "A"
SCOPE OF SERVICES

Teknarus Disclosure. Professional intends to engage the services of Teknarus, LLC, for various programming and other services related to the reconstruction of the website and other website solutions. City hereby acknowledges and approves Professional's engagement of Teknarus, LLC, subject to the terms of the Agreement; provided however Professional is not relieved of any of the obligations of this Agreement and is responsible for the acts and omissions of such company.

Final Deliverable – New Website. Ongoing hosting and maintenance will be estimated on a per project basis. (Pricing does not include the cost of any new photography or videography which will be priced on an as needed basis if requested by the City).

CRITICAL PATH (APPROXIMATE)

Certain elements are being worked on concurrently and factored into overall time allotted.

Branding and Marketing Audit	2 Weeks
Brand and Messaging Reposition/Evolution	2-4 Weeks
Workshop #1 Prep (1 Week)	
Brand Strategy Development Workshop (1 Day)	
Workshop #2 Prep (1 Week)	
Brand Strategy Activation Workshop (1 Day)	
Final Reporting (1-2 Weeks)	

EXHIBIT "A"
SCOPE OF SERVICES

Global Marketing Plan	4-5 Weeks
Creative and Production Services	
Campaign Development	4-5 Weeks
Website Reconstruction	8-16 Weeks
Overall Time Allotted*	18-24 Weeks

EXHIBIT "A"
SCOPE OF SERVICES

Payment Schedule

Branding and Marketing Audit

\$15,000 (\$7500 prior to the start of the Project and \$7500 on receipt of Deliverables)

Brand and Messaging Reposition/Evolution

Brand Strategy Development Workshop

\$15,000 (\$7500 prior to the start of the Project and \$7500 at completion of workshop)

Brand Strategy Activation Workshop

\$15,000 (\$7500 prior to the start of the Project and \$7500 at completion of workshop)

Global Marketing Plan

Plan Development

EXHIBIT "A"
SCOPE OF SERVICES

\$30,000 (\$15,000 prior to the start of the Project and \$15,000 at completion of presentation)

Creative and Production Services

Campaign Development

\$20,000 (\$10,000 prior to the start of the Project and \$10,000 at completion of presentation)

Website Reconstruction

\$75,000 (\$25,000 prior to the start of the Project, \$25,000 at wireframes/creative design approval and \$25,000 at deployment of website, CMS training)

Total Cost \$170,000

Professional reserves the right to bill for costs incurred on work or purchases that you have approved, including costs accumulated on jobs authorized by you but later canceled.



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: R2016-037

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.3

Consider approving Resolution No. 2016-037 establishing a Sustainability Committee; and take appropriate action.

BACKGROUND:

During the March 8, 2016 City Council work session, City Council directed City Administration to bring forth a resolution establishing a citizens' Sustainability Committee through which city-wide sustainability initiatives could be brought to City Council for consideration. The Sustainability Committee will research and make recommendations to City Council on potential sustainability initiatives to be adopted by the City.

The Sustainability Committee will consist of 9 members. The committee members will serve staggered 3-year terms. Potential committee members will follow the committee application process established by Ordinance 3113. Committee recruitment will commence after City Council approves the formation of the Committee.

DISCUSSION:

As proposed in Resolution No. 2016-037, the Sustainability Committee will have authority to select its own permanent chairperson, vice-chairperson, to determine its own meeting schedule, and to establish sub-committees as needed to complete its work. Any written reports of the Committee will be required to be submitted to Council, as deemed appropriate by the Committee and City Council.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-037, as presented.
2. I move to approve Resolution No. 2016-037, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-037



RESOLUTION NO. 2016-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ESTABLISHING THE SUSTAINABILITY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to establish a sustainability committee to research and assess the city-wide sustainability initiatives in the City of Farmers Branch, Texas, and to provide recommendations of projects and anticipated financial capital investment necessary to the City Council; and

WHEREAS, the City Council will review the recommendations of such sustainability committee;

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

SECTION 1. A committee to be known as the “Sustainability Committee” to be composed of nine (9) residents of the City of Farmers Branch appointed by the City Council is hereby established. The City Council shall, among the citizens appointed to the Sustainability Committee, select a member to serve as an “interim” or temporary “chairperson” for the Sustainability Committee.

SECTION 2. At the initial meeting of the Sustainability Committee the “interim” or temporary “chairperson” shall preside over the meeting. During the initial meeting the Sustainability Committee shall: (i) elect from its members a “chairperson” and a “vice- chairperson”; and (ii) determine the day and time for its meetings and the frequency of such meetings.

SECTION 3. The Sustainability Committee will research and review in detail possible projects and will submit recommended projects or initiatives for City Council consideration. The Sustainability Committee shall have such time as is reasonably necessary to assess current City facilities and needs, identify projects for consideration, determine costs and prioritize possible projects. The Sustainability Committee shall, following completion of its assessment process, prepare and submit a written report presenting its recommendations to the City Council.

SECTION 4. The City staff shall prepare the meeting agendas, post the agendas and minutes and assist the Committee with clerical support and research. All meetings of the Sustainability Committee and its sub-committees shall be conducted in accordance with the Texas Open Meetings Act.

SECTION 5. This Resolution shall become effective immediately upon final passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 5th DAY OF APRIL, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:3-16-16:76000)



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: R2016-039

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.4

Consider approving Resolution No. 2016-039 establishing the dates and times for City Council regular meetings and study sessions; repealing Resolution No. 2014-106; and take appropriate action.

BACKGROUND:

At the March 29, 2016, City Council meeting, City Council expressed a desire to change the start time of the City Council study session meetings from 4:00 pm to 3:00 pm. There was no change to the start time of the City Council regular meetings, and these meetings will continue to start at 6:00 pm.

DISCUSSION:

Attached is a resolution approving the change of the start time of the City Council study session meetings.

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-039 changing the City Council study session meeting start time.

ATTACHMENTS:

1. Resolution No. 2016-039



RESOLUTION NO. 2016-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ESTABLISHING THE MEETING TIMES FOR REGULAR CITY COUNCIL MEETINGS AND STUDY SESSIONS; REPEALING RESOLUTION NO. 2014-106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2.13 of the City Charter provides that the Council shall meet regularly at such times as it may decide, but not less frequently than once each month; and

WHEREAS, the City Council of the City of Farmers Branch desires to change the times of the meetings as established in Resolution No. 2014-106.

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

SECTION 1. The regular meetings of the City Council of the City of Farmers Branch shall be held on the first and third Tuesdays of each month beginning at 6:00 p.m. Central Time or as shortly thereafter as reasonably possible.

SECTION 2. The Study Session workshop held in conjunction with the regular meetings of the City Council shall commence at 3:00 p.m. Central Time (or as shortly thereafter as reasonably possible) on the date of the regular council meeting or at such later time on that same date as may be determined by the City Council or City Manager.

SECTION 3. Resolution No. 2014-106 is hereby repealed.

SECTION 4. Nothing in this Resolution shall be construed as (a) prohibiting the City Council from cancelling a regular meeting of the City Council provided that at least one regular meeting of the City Council is held during each calendar month in compliance with Section 2.13 of the City Charter, or (b) altering the authority of the Mayor or any two council members to call a special meeting of the City Council in accordance with Section 2.13 of the City Charter.

SECTION 5. This Resolution shall become effective immediately upon its approval and shall apply to all regular meetings and Study Session workshops held after said effective date.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 5TH DAY OF APRIL, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:3-30-16:TM 76207)



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: ORD-3364

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: G.5

Consider adopting Ordinance No. 3364 amending the Code of Ordinances Chapter 30 Article III, "Alarm Systems", to provide for regulations governing alarm systems and amending appendix A "Fee Schedule" updating the fees related to alarm systems; and take appropriate action.

BACKGROUND:

Police responding to false alarms is a huge problem. False alarms tax police resources, cause response times to increase because police are unavailable for calls, and take police away from proactive policing or self-initiated activities. Nationwide, approximately 98% of the time police are dispatched for an alarm call, it is false. (Partnership for Priority Verified Alarm Response). In Farmers Branch the experience is even worse. In 2015 the police department responded to 3059 alarms of which 8 were valid, or .26%.

The current Alarm System Ordinance for the City of Farmers Branch is outdated. The goal of the revised ordinance is, first and foremost, to reduce the number of false alarm calls. This would help free up police officers for proactive activities and help keep response times down. Second, since data indicates that 71% of false alarm calls come from businesses, the revised ordinance mitigates the cost of responding to business alarms by increasing commercial alarm fees from \$30 to \$100. Residential alarm fees will remain the same. Third, the revised ordinance increases the fees for repeated false alarm calls to the same location, hopefully providing an incentive for the resident or business to reduce false alarms. Finally, the revised ordinance provides for a modified form of "verified response" to business alarms that have been revoked due to nonpayment of false alarm fees or revoked for too many false alarms. "Verified response" means that police would not respond to the location of a business alarm where the permit has been revoked unless there is independent verification that a crime has occurred or is occurring.

Other notable changes to the current ordinance include;

- Master apartment complex fee of \$100 added for apartments providing alarm systems within individual units.
- Service charge for repeated false alarm notifications documented in a 12 month period would be amended as follows; False alarm fee in excess of three (3) but fewer than six (6), \$50; False alarm fee in excess of five (5) but fewer than eight (8), \$75; False alarm fee eight (8) or more \$100; as compared to the current \$50 fee for each false alarm over five (5) in a 12 month period.
- Requirement for alarm companies to notify the City within 30 days of installation and or

activation of alarm systems.

- Increase maximum fine amounts for violation(s) of the ordinance from \$200 to \$500.
- Exemption from fees for government and school district(s).

Allows for the revocation of an alarm permit after eight or more false alarms in a 12 month period.

RECOMMENDATION:

Staff recommends approving the adoption of Ordinance No. 3364, as presented.

POSSIBLE COUNCIL ACTION:

1. I move to approve Ordinance No. 3364, amending Chapter 30 Article III of the code of ordinances related to alarm systems.
2. I move to approve Ordinance No. 3364, amending Chapter 30 Article III of the code of ordinances related to alarm systems with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Ordinance No. 3364
2. Presentation of Alarm Ordinance

False Alarm Reduction Ordinance 2016

Presented by
D Fuller, Chief of Police

The Problem: False Alarms Cost Time and Money

FBPD answered 3059 Alarms in 2015

- 71% Business alarms
- 20% Residential Alarms
- 1090 Man Hours Spent
- \$65,812 Cost to the City

Eight Alarms Valid in 2015 (.26%)

Officer Safety Issue

Current Ordinance

\$30 per year residential and commercial.

\$50 fee assessed after 5th false alarm in a year.

No Master Permit for Apartment Complexes

\$200 Maximum Fine for Violation of the Ordinance.

Proposed Ordinance: Goal is to Reduce False Alarms

\$30 Residential Alarm Permit.

\$100 Commercial Alarm Permit.

Tiered False Alarm Fees

- 1-3 Free
- 4-5 \$50
- 6-7 \$75
- 8 or More \$100
- Robbery/Panic Alarm- 2 Free 3rd and Subsequent \$100

Enhanced Verification (at least 2 calls to verify).

No Permit No Response- Business Only after Revocation.



Proposed Ordinance Cont.

\$500 Max Fine for Violation of the Ordinance

Exempts Government and Schools.

Master Permit Required of Apartments

Projected Revenue

Current Ordinance	
Permits	\$67,920
False Alarm Fees	<u>\$38,900</u>
Total	<u>\$106,820</u>

Proposed Ordinance	
• Permits	\$131,270
• False Alarm Fees	\$77,800
Total	<u>\$209,070</u>

Category	Addison	Carrollton	Coppell	Dallas	Farmers Branch	Irving	Leander
Fire alarm fees							
Insured	permit year	rolling year	permit year	rolling year	rolling year	rolling year	rolling year
Permit	\$25	\$75 initial \$50 renewal	\$50	\$100	\$30	\$50	\$50
Permit	\$0	\$50 initial \$25 renewal	\$30 initial \$20 renewal	\$50	\$30	\$50 \$10 renewal for 65yoa+	\$50
Term fines*	\$50 for 6th and up	\$50 for 4th-5th \$75 for 6th-7th \$100 for 8th and up	\$50 for 4th-6th \$75 for 7th-9th \$100 for 10th and up	\$50 for 4th-6th \$75 for 7th-8th \$100 for 9th and up	\$50 for 6th and up	\$50 for 4th-5th \$75 for 6th-7th \$100 for 8th and up	\$50 \$75 \$100 for 10th and up
Non-term fines	\$75 for 2nd and up	\$100 for 3rd and up	\$50 for 4th-6th \$75 for 7th-9th \$100 for 10th and up	\$100 any (res) \$100 1st / \$200 2nd / \$300 3rd / \$400 4th and up (bus)	\$50 for 6th and up	\$50 for 4th-5th \$75 for 6th-7th \$100 for 8th and up	\$150 for 10th and up



Questions/Comments



ORDINANCE NO. 3364

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 30 “EMERGENCY SERVICES” BY AMENDING ARTICLE III “ALARM SYSTEMS” TO PROVIDE FOR REGULATIONS GOVERNING ALARM SYSTEMS; BY AMENDING APPENDIX A “FEE SCHEDULE” BY AMENDING THE FEES FOR ALARM SYSTEMS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. That Chapter 30 of the Code of Ordinances “Emergency Services” is amended by amending Article III “Alarm Systems” to read as follows:

“ARTICLE III. ALARM SYSTEMS

Sec. 30-71. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm site means a single premises or location (one street address) served by an alarm system or systems.

Alarm system means a device or system that emits, transmits, or relays a signal intended to summon or that would reasonably be expected to summon the city's police department in response to a burglary. The term includes, but is not limited to, *Local alarms*. The term does not include:

- (1) An alarm installed on a motor vehicle unless such vehicle is permanently located at a site;
- (2) Any device or system designed solely to alert occupants of a building or residence which will not emit a signal either audible or visible that can be heard or seen outside the building or residence, or;
- (3) An alarm system designed solely to detect or give notice of fire, smoke, or water flow.

Alarm notification means a communication or notification intended to summon the police, which is initiated or triggered manually or by a stimulus characteristic of unauthorized intrusion.

Alarm permit holder means a person who has received an alarm system permit, as required by this chapter.

Alarm system user means a person who owns or controls the premises upon which an alarm system is located.

Director means the chief of police of the City of Farmers Branch or his authorized representative.

False alarm means a notification of criminal activity reported to law enforcement that is:

- (A) based solely on electronic information remotely received by an alarm system monitor;
- (B) uncorroborated by eyewitness, video, or photographic evidence that an emergency exists; and
- (C) verified by the city that no emergency exists after an on-site inspection of the location from which the notification originated.

Local alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a premises.

Monitoring System means a device or system that transmits an alarm signal intended to notify only the responsible person of the system or the inhabitants of the structure without the intent of summoning an emergency service of the city.

Panic/Distress alarm means a notification generated by the activation of a device intended to signal a life threatening or emergency situation.

Robbery alarm notification means a notification of a robbery or an attempted robbery.

Sec. 30-72. Permit required; application; issuance, transferability; false statements.

- (a) A person commits an offense if he operates or causes to be operated an alarm system without first obtaining an alarm permit from the Director. This requirement is applicable to the person in control of the property, which the alarm system is designed to protect.

- (b) Upon receipt of the complete application form and the alarm permit fee as listed in appendix A, the Director shall issue a permit, unless there is cause to believe the equipment responsible for initiating an alarm will not be maintained and operated in accordance with this article; the Director has reason to believe the applicant will not comply with each provision of this section; or the applicant has failed to pay a service fee assessed under this chapter or has had an alarm permit for the alarm site revoked, and the violation causing the revocation has not been corrected.
- (c) Each alarm system permit application must contain the name, address, telephone number and any other information required by the Director which is necessary for the enforcement of this chapter. The individual or alarm user representative listed on the application will be the permit holder for the alarm system and be responsible for the proper maintenance, operation and payment of fees assessed under this chapter.
- (d) An alarm permit cannot be transferred; however, the individual designated to respond to an alarm or relay an alarm may be changed. A permit holder shall inform the Director of any change that alters information listed on the original permit application within five (5) days.
- (e) Any false statement or misrepresentation of a material fact made by an applicant for the purpose of obtaining an alarm permit or renewal, or while making a change thereto, shall be sufficient cause for refusal to grant, or suspension of a permit.
- (f) The alarm permit fee shall be as listed in appendix A.

Sec. 30-73. Alarm systems in apartment complexes.

- (a) The owner or property manager of an apartment complex shall obtain a master alarm permit from the Director upon payment of the alarm permit fee as listed in appendix A if the apartment complex provides alarm systems within the individual apartments located in the apartment complex.
- (b) A tenant of an apartment complex shall obtain an alarm permit from the Director before operating or causing the operation of an alarm system in the tenant's residential unit regardless of whether or not the alarm system is provided by the complex or was installed at the direction of the tenant.
- (c) For purposes of assessing service fees and enforcing this section against an individual residential unit, the alarm permit of the tenant supersedes the master alarm permit of the apartment complex, and the tenant is responsible for payment of service fees for false alarm notifications emitted from the alarm system in the tenant's residential unit. The master alarm permit holder is responsible for payment of service fees for false alarm notifications emitted from unoccupied residential units.

- (d) The owner or property manager of an apartment complex that has a master alarm permit shall not be required to obtain an additional permit for common tenant areas, offices, or storage and equipment areas that are equipped with an alarm system in apartment complexes.

Sec. 30-74. Exemption of certain government buildings.

Government and school district(s) buildings located within the corporate city limits of the City of Farmers Branch shall comply with the requirements of this chapter; provided however, that they shall be exempt from payment of fees.

Sec. 30-75. Alarm permit; false alarm fees.

A person commits an offense if he operates or causes to be operated an alarm system without first obtaining an alarm permit from the Director.

Sec. 30-76. Audible alarm systems.

- (a) Alarm systems, to include local alarms, which emit an audible signal shall not be heard from a radius that exceeds 200 feet from the exterior of the structure where the alarm system is situated.
- (b) If innovations in alarm systems or other types of alarm devices adversely affect emergency police services of the city, the Director may promulgate rules and regulations in order to protect the city's emergency police services.

Sec. 30-77. Permit duration; renewal.

A permit is issued for one year and is automatically renewed each year upon the payment of the alarm permit fee, provided no violations of this article warrant suspension or nonrenewal of the permit. The Director has the prerogative of determining the first expiration date; however, this initial period shall be no less than one, or more than two years from the date of issuance of the permit.

Sec. 30-78. Service charge; false alarm notification.

- (a) Except as provided in subsection (d), the holder of an alarm permit shall pay a service fee as listed in appendix A for each false alarm notification emitted from an alarm site that is in excess of three (3) false alarms in the preceding twelve (12) month period.
- (b) A permit holder shall pay a fee as listed in appendix A within thirty (30) days after mailing of notice that fee has been assessed. The Director may revoke or refuse to renew a permit for failure to pay the fee assessed.

- (c) The permit holder will be exempt from any fee charged for a false alarm notification which is later shown to have been justified.
- (d) If a person notifies the Director and applies for an alarm permit before the installation of a new system, no service fee will be assessed during the first fifteen (15) days after installation, and false alarm notifications during that period will not be counted in determining when a service fee will be assessed.

Sec. 30-79. Reporting of alarm signals.

A permit holder shall not report their alarm signal through a relaying intermediary that does not meet the requirements of this article, and any rules and regulations promulgated by the Director, or is not licensed by the state or the appropriate agency, board or department thereof.

Sec. 30-80. Proper alarm system operation and maintenance.

- (a) A permit holder shall:
 - (1) Cause an adjustment to be made to the sensory mechanism of the alarm system in order to suppress false indications; and
 - (2) Maintain premises containing an alarm system in a manner that does not inhibit proper operation of the alarm system.
- (b) No alarm permit holder shall activate the alarm system to send an alarm notification to the police for test purposes, unless the alarm permit holder first notifies the Director or his representative, and the alarm company monitoring control center, prior to the testing of the system that the signal is for testing purposes only.

Sec. 30-81. Reset required.

A user of an alarm system shall adjust or cause the adjustment of the system so that, upon activation, the system will transmit only one alarm signal and will not transmit another alarm signal without first being reset in such a manner that it will not automatically resound, unless there is an outside stimulus characteristic of an unauthorized intrusion.

Sec. 30-82. Revocation of permit; offense to operate.

- (a) The Director may revoke an alarm system permit for any violation of this article.
- (b) The Director may revoke an alarm permit if an alarm system generates eight (8) or more false alarm notifications in any 12-month period described in section 30-77 upon 30 days written notice from the Director to the permit holder.

- (c) A revocation may be lifted upon a sufficient showing that the conditions which caused the action have been corrected and if the Director determines that the alarm system is likely to be maintained and operated in a responsible manner in accordance with the provisions of this article.
- (d) Should an alarm system user or his agent, after final permit revocation, desire to reapply for a permit, he shall be required to submit a new application, including the required permit fee and pay any other fees associated with this chapter that may be outstanding.

Sec. 30-83. No permit, no police response.

Business alarm permits that have a final revocation of their alarm system permit shall not receive a police response upon notification that an alarm has been activated at the alarm site as listed on the revoked permit unless there is independent verification that a crime has occurred or is occurring. Nothing in this section applies to residential alarm systems.

Sec. 30-84. Appeal from denial or suspension of a permit.

- (a) If the Director refuses to issue or reinstate a permit, or suspends a permit, he shall send to the applicant or permit holder, by certified mail, written notice of his action and a statement of the right to an appeal. The applicant or permit holder may appeal the decision of the Director to the city manager by filing with the city manager a written request for a hearing, setting forth the reasons for the appeal, within ten (10) days after receipt of the notice from the Director. The filing of a request for an appeal hearing with the city manager stays any action of the Director in suspending or denying a permit until the city manager or his designated representative makes a final decision. If a request for an appeal hearing is not made within a ten-day period, the action of the Director is final.
- (b) The city manager or his representative shall serve as hearing officer at an appeal hearing and consider evidence by an interested person. The formal rules of evidence do not apply at an appeal hearing and the hearing officer shall make his decision on the basis of a preponderance of the evidence presented at the hearing. The hearing officer must render a decision within thirty (30) days after the request for an appeal hearing is filed. The hearing officer shall affirm, reverse or modify the action of the Director. The decision of the hearing officer is final.

Sec. 30-85. Duties of alarm company.

A person who is engaged in the business of relaying alarm notifications to the city or otherwise sells, leases, installs or distributes alarm systems shall as applicable:

- (a) Send notifications of an alarm to the city by human operator only after attempting to call the permit holder or person in control of the premises a minimum of two times prior to reporting;

- (b) Keep his business premises in compliance with state law;
- (c) Allow an inspection of his business premises by the Director or his representative;
- (d) Report alarms only over a special telephone number, or numbers designated by the Director;
- (e) Send alarm notifications to the city in a manner and form determined by the Director; and
- (f) Notify the municipality in which the alarm system is located of installation or activation of an alarm system not later than the thirtieth (30th) day after the date of the installation or activation. The alarm company shall provide the municipality:
 - (1) the alarm system company name;
 - (2) the alarm system company license number;
 - (3) the name of the occupant of the alarm system location;
 - (4) the address of the alarm system location; and
 - (5) the date of installation or activation.

Sec. 30-86. Recorded message alarm notification prohibited.

No permit will be issued for the use of systems using automatic telephone dialing to report an alarm condition by means of a recorded message.

Sec. 30-87. Violations, corporations, partnerships and associations.

- (a) A person, corporation, partnership or other association commits an offense under this section by commission or omission of any provision of this article that imposes upon such person or entity a duty or responsibility.
- (b) In addition to prohibiting or requiring certain conduct on individuals, it is the intent of this article to hold a corporation, partnership or other association criminally responsible for acts or omissions performed by an agent acting in behalf of the corporation, partnership or other association and within the scope of his employment.

Sec. 30-88. Monitoring Systems.

- (a) A person in control of a monitoring system must:
 - (1) Adjust the mechanism so that any audible signals emitted can be heard only inside the alarmed location.

- (2) If applicable, notify the alarm systems company not to dispatch police for an alarm signal unless there is an indication of an emergency or criminal offense.
- (b) If the police department response is requested to a signal from the alarm system in subsection (a) and such alarm signal is a false alarm, a fee shall be imposed on the property owner as listed in appendix A.
- (c) No permit is required for operating a monitoring system.

Sec. 30-89. Penalty.

It shall be unlawful for any person, corporation, partnership or other association to violate any of the provisions of this article, and any such person, corporation, partnership or other association which violates a provision of this article is guilty of a separate offense for each day or portion of a day during which the violation is committed, continued or permitted, and each offense is punishable as provided in section 1-14 of this Code.

Secs. 30-90-30-120. Reserved.”

SECTION 2. That Appendix A “Fee Schedule” of the Code of Ordinances is amended by amending the following table:

“APPENDIX A FEE SCHEDULE

TABLE INSET

...

Section this Code	Description	Amount
...		
	<i>Article III. Alarm Systems</i>	
<u>30-72</u>	Alarm permit fee residential	\$30.00
<u>30-72</u>	Alarm permit fee commercial (business)	\$100.00
<u>30-78</u>	False alarm fee in excess of three (3) but fewer than six (6) in the preceding 12-month period	\$50.00
	False alarm fee in excess of five (5) but fewer than eight (8) in the preceding 12-month period	\$75.00
	False alarm fee eight (8) or more in the preceding 12-month period	\$100.00
	Panic/distress alarm fee of three (3) or more in the preceding 12 month period	\$100.00
	Robbery alarm fee of three (3) or more in the preceding 12-month period	\$100.00

...”

<u>30-73</u>	Master apartment complex permit fee	\$100.00
<u>30-88</u>	False alarm fee for response to monitoring system	\$100.00

SECTION 3. That all provisions of the ordinances of the City of Farmers Branch in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Farmers Branch not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Farmers Branch, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 6. That any person, firm, or corporation violating any of the provision or terms of this ordinance, upon conviction in Municipal Court, shall be punishable by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THIS THE 5th DAY OF APRIL, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(03-23-2016/76098)



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: ORD-3363

Agenda Date: 4/5/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: H.1

Conduct a public hearing and consider adopting Ordinance No. 3363 approving a Specific Use Permit for a commercial indoor amusement facility located at 4885 Alpha Rd, Suite 275; and take appropriate action.

BACKGROUND:

The applicant, Ultimate Escape Game, is proposing to operate an indoor commercial amusement facility within an existing retail building located in the Alpha Plaza retail center, which is located on the north side of Alpha Road, approximately 800 feet west of Inwood Road. This facility is located within the Light Industrial (LI) zoning district. The site is bounded by light industrial uses on the west, south and north sides and on the east by PD - 55, PD - 56 and PD - 80 which allows office, retail and commercial mix of uses.

DISCUSSION:

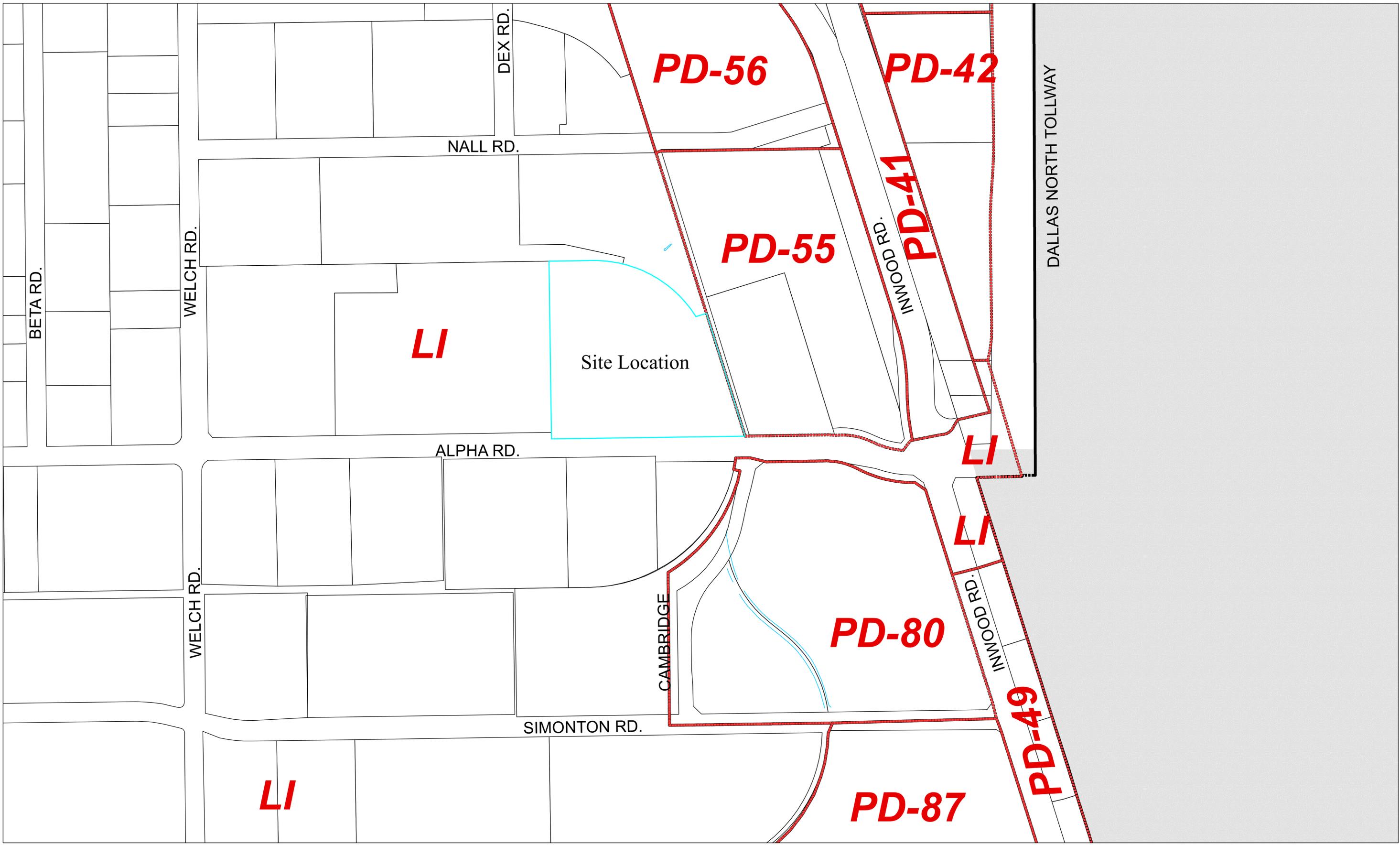
The applicant is proposing to develop an indoor gaming facility where participants work together, in each game room, to solve riddles and puzzles to obtain a 4 digit code in less than 60 minutes. The facility is designed to accommodate a maximum of 71 persons playing at the same time. The floorplan contains a control room where staff will monitor all game rooms. Each game room has a maximum occupancy of 8 to 13 people at one time and each with a space varying from approximately 275 square feet to 500 square feet per game room. No outside activity, no outdoor storage and no additional retail uses are proposed for this location.

RECOMMENDATION:

The Planning and Zoning Commission voted to recommend approval of this Specific Use Permit as described in the Ordinance No. 3363.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3363
5. Site Photographs



Case No. 16-SU-02 - Location Map
4885 ALPHA RD.

-  Zoning District Boundary
-  Parcel Property Boundaries
-  City Limit



0 300 600 Feet NORTH
 Date: 2/15/2016

Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data. For pictorial reference only.



Case No. 16-SU-02 - Aerial Map

4885 ALPHA RD.

 Zoning District Boundary
 City Limit



0 300 600 Feet NORTH
Date: 2/25/2016

Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data. For pictorial reference only.



Information MEMORANDUM

TO: Mayor and City Council

FROM: Charles Cox
Interim City Manager

DATE: April 5, 2016

SUBJECT: Proposed Ordinance No. 3363 to approve a Specific Use Permit for an indoor amusement facility located at 4885 Alpha Road, suite 275.

Existing Conditions:

The subject site is located in the Alpha Plaza retail center, on the north side of Alpha Road, approximately 800 feet west of Inwood Road. It is located within the Light Industrial (LI) zoning district.

The site is bounded by light industrial uses on the west, south and north sides and on the east by PD - 55, PD - 56 and PD - 80 which allows office, retail and commercial mix of uses. (See Location Map).

The subject site contains one existing masonry building. This one story retail building was constructed in 1981 and contains approximately 80,000 square feet. The retail building is currently divided into 17 suites accommodating a variety of commercial and office uses. (See Site Plan).

Proposal/Site Design:

The applicant, Ultimate Escape Game, is proposing to operate an indoor gaming facility that presents a series of clues and puzzles aimed to bring out participants' inner detective. The

business would be operated in a 4,800 square feet suite within the existing retail building, Alpha Plaza. The floorplan is divided into 11 rooms and 1 reception area: 7 game rooms each designed differently to accommodate the special theme for each type of game, a waiting room, a control room and a break room. Each game room has a maximum occupancy of 8 to 13 people at one time and each with a space varying from approximately 275 square feet to 500 square feet per game room. (See Floor Plan).

No outside activity, no outdoor storage and no additional retail uses are proposed for this location.

Operation:

The applicant is proposing to develop this indoor gaming facility where participants will work together, in each game room, to solve riddles and puzzles to obtain a 4 digit code in less than 60 minutes. The facility is designed to accommodate a maximum of 71 persons playing at the same time. The floorplan contains a control room where staff will monitor all game rooms.

The facility will operate by appointment only, one game guide will be assigned for each room and he will monitor all activities on a computer monitor in the control room. The game will be monitored both by cameras and microphones so the game guide can hear and see everything going on in the room. The hours and details of operation are as follows: 10 to 12 employees will work in shifts Monday through Thursday, 10:00 AM to 8:30 PM, Friday and Saturday, 10:00 AM through midnight and Sunday, 10:00 AM to 9:00 PM. Routinely, there will be a manager and game guides for each game room. In addition to the game guides and the video monitors, the players have a walkie-talkie to communicate with, the doors will remain unlocked at all times and the exit signs will be clearly visible.

Originating in Asia, the “escape games” are trending worldwide and are just now making their way across the United States. From their company website, “The Ultimate Escape Game’s highest priority is safety. Games are designed to be intellectual rather than strenuous and a panic button is available for anyone who feels overwhelmed or claustrophobic. The rooms are also monitored by video cameras and participants are allowed to leave the room at any time if they feel uncomfortable or need a bathroom break.”

The applicant has an existing facility in operation in Atlanta, Georgia.

Parking:

A total of 216 parking spaces serve the entire Alpha Plaza retail center. Suite 275 where the indoor amusement facility is proposing to operate has currently reserved 7 parking spaces in front of the suite. Staff determined that no additional parking is needed for this new activity. There is adequate parking to serve the facility and the other existing uses within the retail center. (See Site Plan).

Landscaping:

The applicant has no plans to install any additional landscaping. City staff agreed that there was not an opportunity for additional landscaping at this location.

Signage:

The applicant is planning to install a wall sign above the entrance to their suite and a panel sign on the existing monument sign for Alpha Plaza. The monument sign is located along Alpha Road. All signage will comply with City's Sign Ordinance and will be subject to city staff approval.

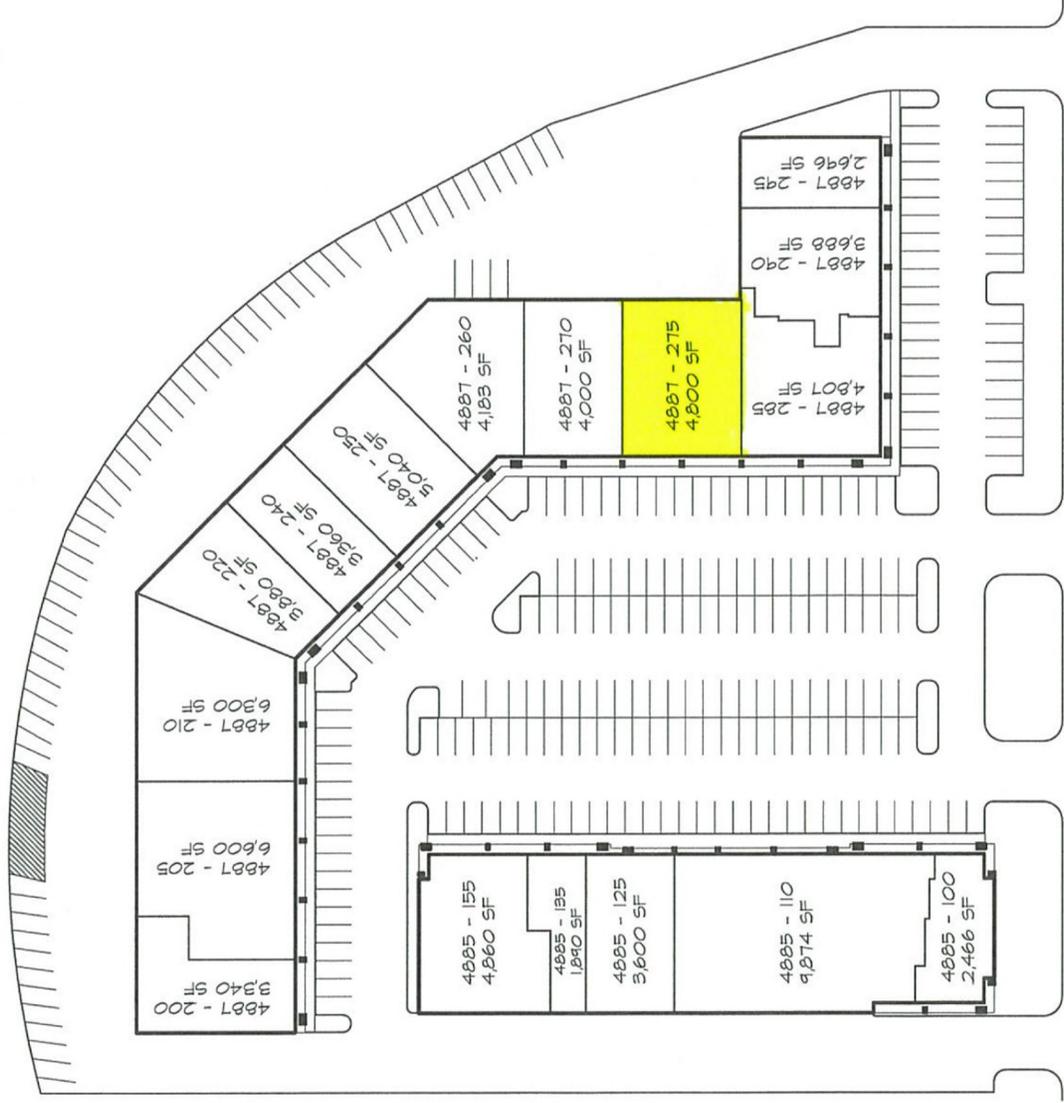
Public Response:

Eleven (11) public notification letters were mailed on March 2nd, 2016. Two zoning notification signs were also posted on the site that same day. A public notice was published in Dallas Morning News on March 21st 2016. As of April 1st, no letters of opposition to this Specific Use Permit request have been received by the City.

Possible Council Action:

1. I move to adopt Ordinance No. 3363.
2. I move to adopt Ordinance No. 3363 with the following modification(s)...
3. I move to table the item or take no action.

SITE PLAN



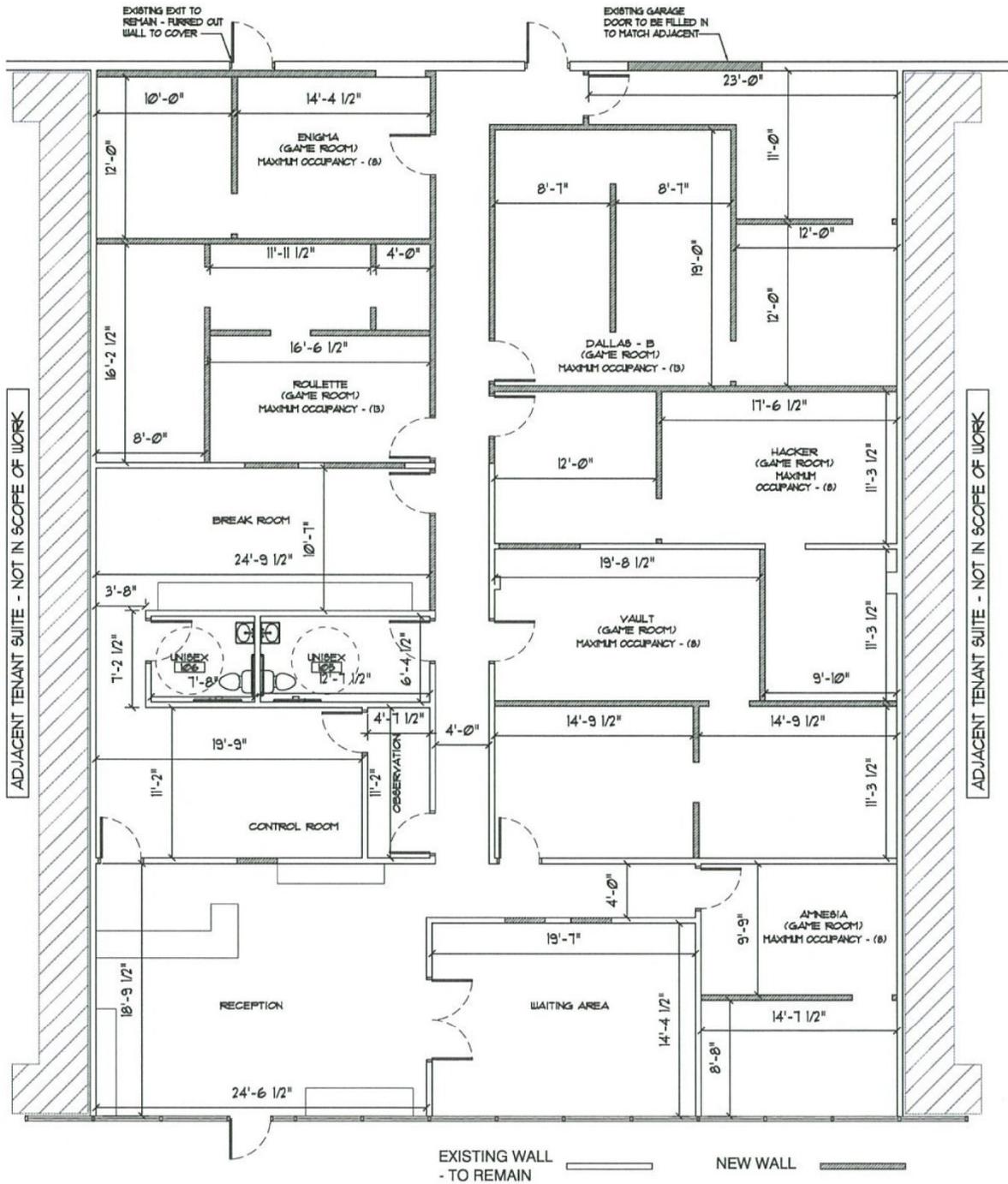
A SITE PLAN FOR:
Alpha Plaza
 FARMERS BRANCH, TX 75244
 4885 / 4887 ALPHA ROAD (75,384 SF)

08/15/11

SCALE: NTS

Kevin P. Simon
 P.O. Box 100
 Mabank, TX 75147
 903.880.6636
 kevin@kevinpsimon.net

FLOOR PLAN



NEW FLOOR PLAN

PROPOSED WALL SIGN





ORDINANCE NO. 3363

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF FARMERS BRANCH, TEXAS, BY GRANTING A SPECIFIC USE PERMIT FOR INDOOR COMMERCIAL AMUSEMENT USE FOR A 4800± SQUARE FOOT AREA OF A BUILDING LOCATED ON A PORTION OF BLOCK 3, METROPOLITAN INDUSTRY PARK, AN ADDITION TO THE CITY OF FARMERS BRANCH, TEXAS (COMMONLY KNOWN AS 4887 ALPHA ROAD, SUITE 275, FARMERS BRANCH, TEXAS), SAID PROPERTY BEING LOCATED IN A LIGHT INDUSTRIAL “LI” ZONING DISTRICT; ADOPTING DEVELOPMENT REGULATIONS; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS; PROVIDING FOR TERMINATION IN THE EVENT OF CESSATION OF SPECIFIC USE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission of the City of Farmers Branch and the governing body of the City of Farmers Branch, in compliance with the laws of the State of Texas and the ordinances of the City of Farmers Branch, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The Comprehensive Zoning Ordinance and zoning map of the City of Farmers Branch, Texas, be, and the same are hereby amended, by granting a Specific Use Permit for Indoor Commercial Amusement Use for a 4800± square foot area of a building located on a portion of Block 3, Metropolitan Industry Park, an Addition to the City of Farmers Branch, Texas (commonly known as 4887 Alpha Road, Suite 275, Farmers Branch, Texas) generally depicted on Exhibit “A”, attached hereto and incorporated herein by reference (“the Property”), which is located in a Light Industrial “LI” Zoning District.

SECTION 2. If the Property is used and developed for an Indoor Commercial Amusement Use as authorized by Section 1 of this Ordinance, such use shall be subject to the following special conditions:

A. The use of the Property shall be limited solely to an “escape game” business concept and

no other use which may otherwise be defined as an “indoor commercial amusement” use.

- B. Hours of operation shall not exceed the following:
 - 1. No earlier than 10:00 a.m. and no later than 8:30 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays;
 - 2. No earlier than 10:00 a.m. and no later than Midnight on Fridays and Saturdays; and
 - 3. No earlier than 10:00 a.m. and no later than 9:00 p.m. on Sundays.
- C. The facility shall allow no more than 71 customers playing on premises at the same time.
- D. The finished floor plan shall be substantially as shown on Exhibit “B,” attached hereto and incorporated herein by reference; provided, however, the Director of Community Services or designee shall have authority to allow changes in the floor plan provided the capacity of the number of customers playing at a single time shall not exceed 71.
- E. All activities related to the Indoor Commercial Amusement use shall be limited to the interior of the Property.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Farmers Branch and the provisions of this Ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This Ordinance and the right to use the Property for an Indoor Commercial Amusement use pursuant to Section 1 of this Ordinance shall terminate if:

- A. Such use does not commence on or before the first anniversary of the effective date of this Ordinance; or
- B. If after commencement of the use of the Property for the Indoor Commercial Amusement use as authorized by this Ordinance, such use ceases for a period of 180 consecutive days.

SECTION 8. This Ordinance shall take effect after the passage of this Ordinance, the publication of the caption hereof as the law and charter in such case provide.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THIS THE 5th DAY OF APRIL, 2016.

ATTEST:

APPROVED:

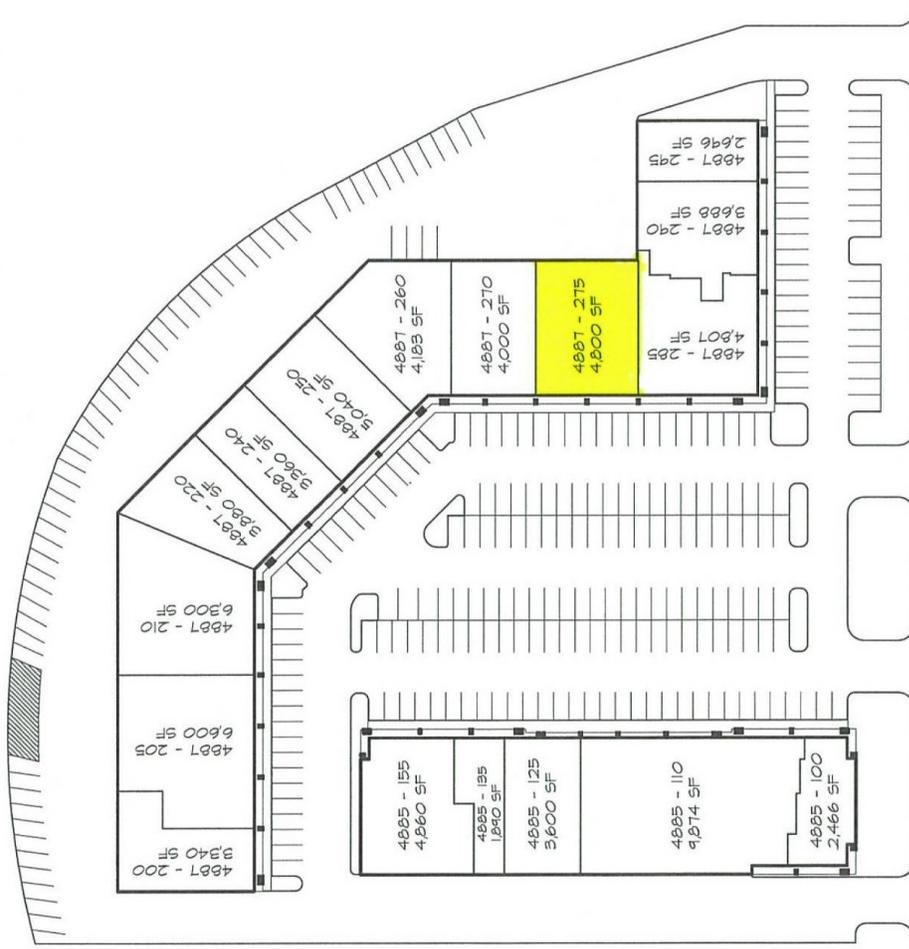
Amy Piukana, Interim City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:3/27/16:76156)

Ordinance No. 3633
Exhibit A - Property Location Depiction



Kevin P. Simon

P.O. Box 100
 Mabank, TX 75147
 903.880.6636
 kevin@kevinsimon.net

08/15/11

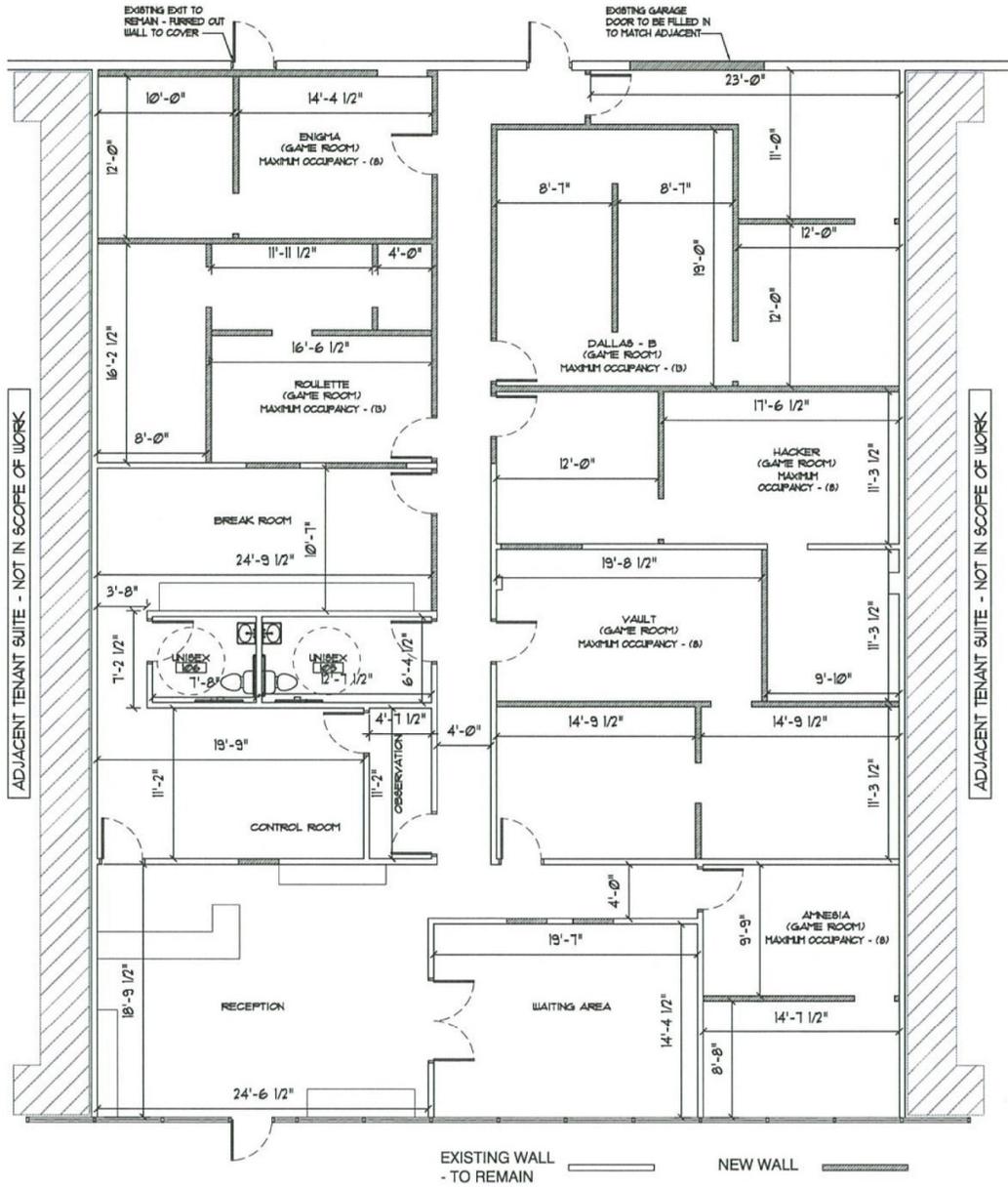
A SITE PLAN FOR:

Alpha Plaza

FARMERS BRANCH, TX 75244
 4885 / 4887 ALPHA ROAD (75,384 SF)

SCALE: NTS

Ordinance No. 3363 Exhibit "B" - Floor Plan



NEW FLOOR PLAN

MJM
ARCHITECTS
MJM ARCHITECTS
105 Broadway Avenue
Hendville, TN 37201
(p) 615.244.8170
(f) 615.244.8141
www.mjmarsh.com

ULTIMATE
ESCAPE GAME
DALLAS

4887 Alpha Road - Suite 275, Farmers Branch, Texas

**R
S
W**
RUDOLPHESEN/WALLIS

TITLE:
ULTIMATE
ESCAPE GAME
FLOOR PLAN

JOB NO. 16006	SCALE: N.T.S.	DATE: 1/28/16
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Site Photographs





City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: R2016-035

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.1

Consider approving Resolution No. 2016-035 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 3124 Brookhollow Drive; and take appropriate action.

BACKGROUND:

In an effort to improve the quality of housing opportunities in Farmers Branch, the City Council enacted a Residential Demolition/Rebuild Program pursuant to Chapter 380 of the Texas Local Government Code to encourage the redevelopment of existing single-family detached residential properties with the construction of new, higher value, single-family detached residential structures.

DISCUSSION:

Stephen and Sharon Mix Montesana purchased their in-laws family estate on 3124 Brookhollow Drive in December 2014. Sharon Mix grew up at this address and after the passing of her parents, she decided to purchase the home. During this time, remodeling has been considered with the final decision to demolish the original home and start with a new structure.

Stephen and Sharon Montesana are applying for the Residential Demolition/Rebuild Program Option One which is an incentive based on the increase over the course of seven (7) years of City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District. This option also includes a reimbursement of up to \$5,000.00 of the cost of demolition of the original home following completion of demolition. Demolition of the original home and completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City. The current improvement value is \$203,890 and the estimated new improvement value is estimated to be at least \$500,000.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-035.
2. I move to approve Resolution 2016-035, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Montesana Demo Rebuild Application
2. Location Map 3124 Brookhollow Drive

3. Front Elevation of existing home
4. Front Elevation of new home
5. Resolution 2016-035

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-035 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of property located at 3124 Brookhollow Drive.



Application Number D/R- _____

Date Received _____

CITY OF FARMERS BRANCH
RESIDENTIAL DEMOLITION/REBUILD
INCENTIVE PROGRAM

APPLICATION AND POLICY

This application is for the Residential Demolition/Rebuild Incentive Program and is subject to the attached policy. By submitting this application the undersigned acknowledges that such person has read and agrees to comply with the policy. ¹

Section A: Applicant Information

Stephen Christopher Montesana
Applicant's Full Name

Sharon Ann Mix Montesana
Spouse or Co-Owner

3902 Cemetery Hill Road
Current Mailing Address

Carrollton Texas 75007
City State Zip Code

[Redacted] [Redacted] [Redacted]
Phone Cell Fax

[Redacted]
E-mail ²

For additional information regarding this application or the Residential Incentives Program, please contact Allison Cook, Economic Development Manager at 972.919.2507.

² A person's home email address is confidential and may not be disclosed to the public by the city unless a citizen consents. By submission of this application you consent to the public disclosure of your email address unless requested otherwise in writing.

Section B: New Home Information

3124 Brookhollow Drive

Address of New Home (the structure to be demolished and to be replaced with new residence)³

Farmers Branch Texas 75007
City State Zip Code

\$150,000.-

Estimated Value of new structure (value of improvement only, not inclusive of land)

Applicant shall include with the submittal of this application a copy of each of the following:

- Valid Texas driver's license or Texas I.D. card for identification verification
- Completed W-9 Form, including Social Security Number or taxpayer ID number, for tax purposes
- Elevations and floor plan of new home

Submit floor plan of new home via email to Allison Cook and/or Madison Clark:

Allison.cook@farmersbranchtx.gov

Madison.clark@farmersbranchtx.gov

Section C: Incentive Selection

I am applying for the following incentive:

Residential Demolition/Rebuild Incentive Program (Check One):

- Program Option 1:** An incentive that is based on the increase over the course of seven (7) years in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District. This option also includes a reimbursement of up to \$5000.00 of the cost of demolition of the original home following completion of demolition. Demolition of the original home and completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City.
- Program Option 2:** An incentive equal to 10 times the amount of the increase in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District for the year following completion of construction. If requested, the City will pay up to one-half of the estimated incentive at the time the owner closes on the permanent financing of the new home following completion of construction based on the valuation set forth in the application for building permit submitted to the City prior to construction. This option does not include reimbursement for demolition costs. Demolition of the original home and

³ If address for the residence for the demolition/rebuild program is different from the applicant's address in Section A , above.

completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City.

Section D: Acknowledgements

I hereby certify that I am the owner and occupant of the property described in Section B, above (or that I am a builder or developer and own the property described in Section B above) and that the information set forth herein and accompanying this application is true and correct to the best of my knowledge. I hereby acknowledge that I have read, understand and agree to comply with the City of Farmers Branch Residential Demolition/Rebuild Incentive Program policy. Any VIOLATION of the terms or conditions of the Residential Demolition/Rebuild Incentive Program Policy or any false or misleading information in or submitted with this application shall constitute grounds for rejection of the application or termination of the reimbursement of the incentives, if approved, at the discretion of the City of Farmers Branch.

The undersigned acknowledges and agrees that the approval of the application shall not be deemed to be approval of any aspect of the construction of the proposed project, and that I am fully responsible for obtaining all required permits and inspections from the City of Farmers Branch, and that the demolition of the existing structure and the construction of the new residence complies with all applicable City rules, regulations and requirements.

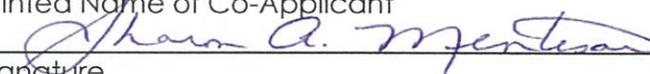
I understand that my application will not be processed if it is incomplete. I further agree to provide any additional information for determining eligibility as requested by the City of Farmers Branch within the stated period of time for the submittal of the requested additional information, or the application will be deemed denied.

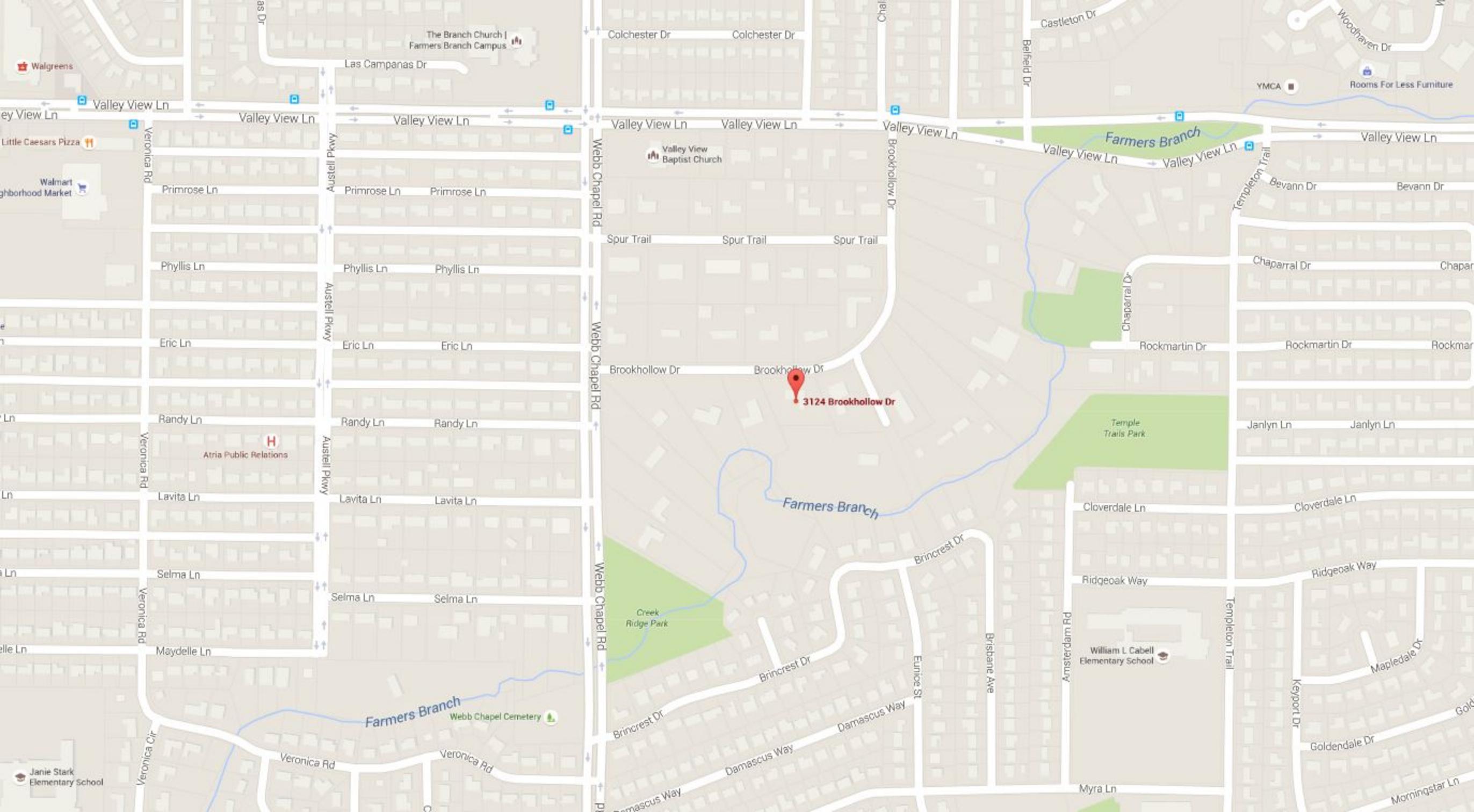
I understand that the approval of the application and participation in the program is discretionary with the City Council, and that the program may be suspended, terminated, or modified at any time regardless of availability of City funds or pending applications on file.

The undersigned acknowledges that if the application is approved that I (and my spouse or other joint owner of the property, if applicable) shall be required to enter into a contract with the City, for the payment of the incentive under the Residential Demolition/Rebuild Incentive Program and setting forth the Applicant(s) obligations under the Program.

Stephen C. Montesana
Printed Name of Applicant

Signature 3/2/16
Date

Sharon A. Montesana
Printed Name of Co-Applicant

Signature 3/2/16
Date



3124 Brookhollow Dr

Farmers Branch

Farmers Branch

Farmers Branch

Webb Chapel Cemetery

William L. Cabell Elementary School

Valley View Baptist Church

The Branch Church | Farmers Branch Campus

Walgreens

Little Caesars Pizza

Walmart Neighborhood Market

Atria Public Relations

Janie Stark Elementary School

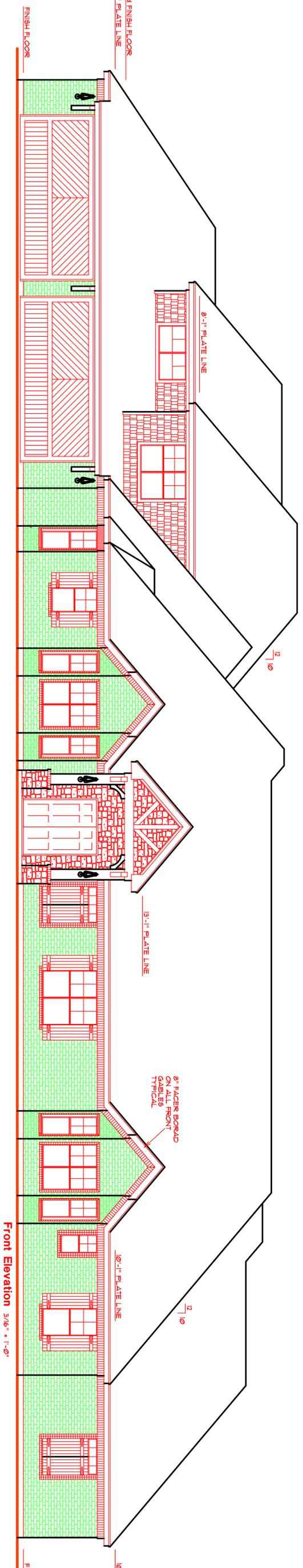
YMCA

Rooms For Less Furniture

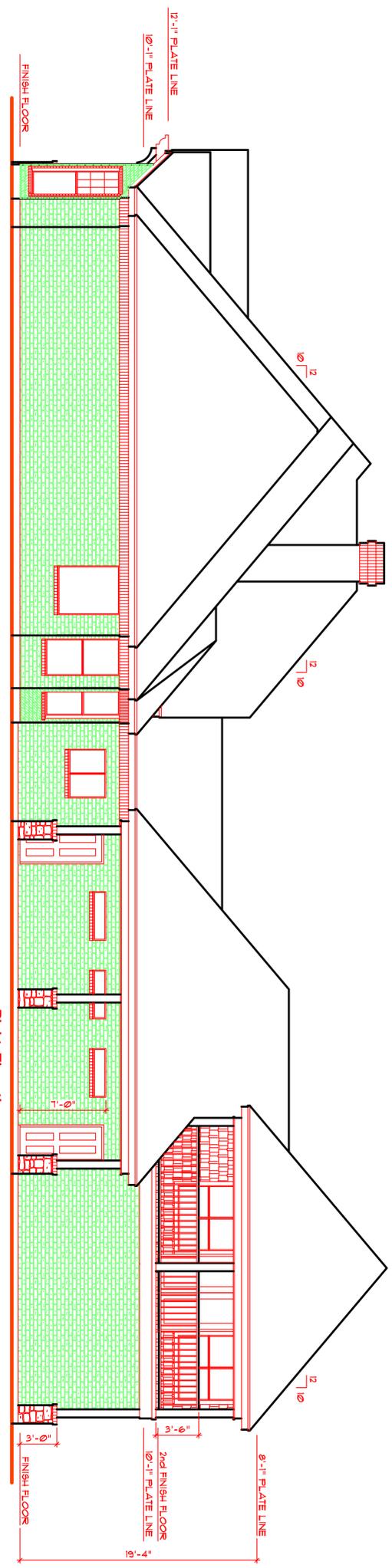
Temple Trails Park

Creek Ridge Park





Front Elevation 3/16" = 1'-0"



Right Elevation 3/16" = 1'-0"

STEVE AND SHARON
MENTESANA

PROJECT ADDRESS

3124 BROOKHOLLOW DR.
FARMERS BRANCH
TEXAS
75234

BENCHMARK
DRAFTING & DESIGN

SCOTT BIBBY
5 LATIMER CR.
THE COLONY TX.
75056
972-625-3691



2-18-2016



RESOLUTION NO. 2016-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING EXECUTION OF A RESIDENTIAL DEMOLITION/REBUILD PROGRAM INCENTIVE AGREEMENT FOR THE OWNER OF PROPERTY AT 3124 BROOKHOLLOW DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch has established a Residential Demolition/Rebuild Incentive Program pursuant to Chapter 380 of the Texas Local Government Code for the purpose of promoting the redevelopment of existing single family housing stock within the City (“the Incentive Program”); and

WHEREAS, the owner of the property generally located at 3124 Brookhollow Drive has made application for the Incentive Program; and

WHEREAS, City Administration, having reviewed the foregoing application, has determined that the demolition and reconstruction of the residential structure on the above described property qualifies for the Incentive Program; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to authorize the execution of an agreement setting forth the terms and conditions by which the owner of the above-described property will receive the benefits of the Incentive Program.

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

SECTION 1. The City Manager is hereby authorized to execute on behalf of the City of Farmers Branch a Residential Demolition/Rebuild Program Incentive Agreement with Stephen C. Montesana and wife, Sharon A. Montesana, with respect to property generally known as 3124 Brookhollow Drive, Farmers Branch, Texas 75234, substantially in the form set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

SECTION 2. The City Manager has full authority to administer the above approved agreement on behalf of the City including, but not limited to, providing notices of default and termination as the City Manager may, from time to time, deem appropriate and necessary.

SECTION 3. This Resolution shall be effective immediately upon final passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 5TH DAY OF APRIL, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(KBL:3-28-16:TM 76171)

Resolution No. 2016-035

Exhibit "A"

STATE OF TEXAS §
 § **RESIDENTIAL DEMOLITION/REBUILD PROGRAM**
 § **INCENTIVE AGREEMENT**
COUNTY OF DALLAS §

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Farmers Branch, Texas (the "City"), and Stephen C. Mentasana and wife, Sharon A. Mentasana (collectively the "Property Owner"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the redevelopment of the housing stock in the City is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the Property Owner is the owner of a one-family detached residential dwelling located at 3124 Brookhollow Drive, Farmers Branch, Texas 75234 (hereinafter defined as the "Residence"); and

WHEREAS, the Property Owner intends to demolish the Residence and construct a new one-family detached residential dwelling thereafter (hereinafter defined as the "New Residence"); and

Resolution No. 2016-035

Exhibit "A"

WHEREAS, the Property Owner has been approved as an eligible participant and the demolition of the Residence and the construction of the New Residence has been approved as an eligible project (hereinafter defined as an "Approved Project") under the City Demolition/Rebuild Property Tax Incentive Program (hereinafter defined as a "Program");

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article II
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Annual Incentive(s)" shall mean seven (7) annual economic development incentives each in an amount equal to one hundred percent (100%) of the difference between the ad valorem taxes assessed by the City against the New Residence for the applicable tax year and paid to the City, and the amount of ad valorem taxes assessed by the City against the Residence for the Base Year and paid to the City, as calculated and determined by the City, to be paid to the Property Owner as set forth herein.

"Approved Project" shall mean the approval of the demolition of the Residence and the construction of the New Residence as an approved project by the City as being eligible for the incentives under the Program.

"Base Year" shall mean January 1 of the calendar year immediately preceding the date of approval of the Project.

"City" shall mean the City of Farmers Branch, Texas.

"Commencement Date" shall mean the date the City issues a certificate of occupancy or certificate of completion for the New Residence.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

Resolution No. 2016-035

Exhibit "A"

"Completion of Construction" shall mean that (i) substantial completion of construction of the New Residence has occurred; and (ii) the City has issued a final certificate of occupancy of certificate of inspection for the Approved Project.

"Effective Date" shall mean the last date of execution hereof.

"Event of Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Expiration Date" shall mean April 1 of the first full calendar year following the 8th anniversary of the Commencement Date.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

"Land" shall mean the real property located in the City of Farmers Branch, Texas, on which the Residence is located, but excluding any improvements, which property is described as:

Lot A of Frank C. Bolton Jr.'s Subdivision, an Addition to the City of Farmers Branch, Dallas County, Texas, according to the Plat thereof recorded in Volume 42, Page 13, Map Records of Dallas County, Texas.

"New Residence" shall mean a new one family detached dwelling to be constructed on the Land, as approved by the City as an Approved Project, excluding the Land.

"Payment Request" shall mean (a) with respect to the incentive grant paid pursuant to Section 3.1, below, a written request from the Property Owner to be submitted to the City on or before April 1 of each calendar year for the payment of the Annual Incentive accompanied by a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for the preceding tax year have been paid in full, and such other information as the City may reasonably request and (b) with respect to the Demolition Grant, a written request from the Property Owner submitted to the City requesting payment of the Demolition Grant accompanied by (i) a copy of the written contract(s) between the Property Owner and third parties engaged in the demolition of the Residence, invoices related to the payment of permit fees, utility fees, charges for other goods, materials, and services related to demolition and removal of the Residence from the Land, proof of payment made by the Property Owner (e.g. copies of cancelled checks) for the fees and charges for which the Property Owner seeks reimbursement, and such other information as the City may reasonably request to verify the Property Owner's right for reimbursement.

Resolution No. 2016-035

Exhibit "A"

"Project" shall mean the demolition of the Residence and the construction of the New Residence on the Land.

"Property Owner" shall mean the owner of the Residence.

"Residence" shall mean the existing one family detached dwelling located on the Land at the time of approval of the Approved Project by the City.

"Residential Demolition/Rebuild Program" shall mean the City of Farmers Branch Residential Demolition/Rebuild Incentive Program adopted by Resolution of the City Council, as amended.

"Taxable Value" shall mean the appraised value of the Residence or the New Residence, as the case may be, as certified by the Dallas Central Appraisal District, or its successor entity, as of January 1 of a given year. The Parties agree that, as of the Effective Date, the Taxable Value of the Residence is \$203,890.00.

Article III

Economic Development Incentive

3.1 Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Annual Incentives pursuant to Section 5.2 hereof, the City agrees to provide the Annual Incentives to the Property Owner to be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1 of each calendar year, beginning April 1, of the calendar year immediately following the Commencement Date, provided the City has timely received the ad valorem taxes assessed against the Land and the New Residence in full for the respective tax year. The Property Owner shall submit a Payment Request to the City on or before April 1 of each calendar year for the applicable Annual Incentive. For example, assume for illustration purposes only that a Project was approved by the City in 2015 making 2015 the Base Year and further assume that the City taxes assessed and paid for the Residence (improvements excluding the Land) for 2015 was \$1,000 and that the Approved Project was completed June 1, 2016, then the Commencement Date would be June 1, 2016. Further assume that the City taxes assessed and paid for tax years 2017 is \$2,000. Then the first Annual Incentive would be for the difference in the City taxes assessed the New Residence for tax year 2017 in the amount of \$2,000 and the amount of City taxes assessed for the Base Year (2015) of \$1,000 resulting in an Incentive of \$1,000 that would be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1, 2018 provided the Property Owner submitted a Payment Request on or before April 1, 2018 which included a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for tax year 2017 have been paid in full.

3.2 Current Revenue. The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall

Resolution No. 2016-035

Exhibit "A"

be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

3.3 Payment of Demolition Grant. The City agrees to pay the Demolition Grant to the Property Owner not later than thirty (30) days after receipt of a Payment Request for reimbursement for the Demolition Costs, which shall in no case be earlier than thirty (30) days after Commencement of Construction of the New Residence. Notwithstanding the foregoing, the City shall not be required to pay the Demolition Grant if Commencement of Construction of the New Residence has not occurred on or before twelve (12) months after completion of demolition of the Residence. In no case shall the Demolition Grant exceed the lesser of (a) the Demolition Costs or (b) \$5000.00. In reviewing the Payment Request for the Demolition Costs, the City shall be the final determiner as to whether a cost submitted for reimbursement is related to the demolition of the Residence.

**Article IV
Incentive Conditions**

The City's obligation to pay the Annual Grants shall be conditioned upon the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

4.1 Inspections. The Property Owner agrees to submit to periodic inspections of the Approved Project by the City during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

4.2 Construction of the Approved Project. The Property Owner, shall subject to delays resulting from events of Force Majeure, cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the date of City approval of the Approved Project.

**Article V
Termination**

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) mutual agreement of the parties;
- (b) the Expiration Date;
- (c) by the City, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (e) by City, if the Property Owner suffers an Event of Bankruptcy or Insolvency;

Resolution No. 2016-035

Exhibit "A"

- (f) by City, if, subject to delays resulting from an event of Force Majeure, Commencement of Construction of the New Residence has not occurred within twelve (12) months after demolition and removal of the Residence from the Land;
- (g) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (h) the sale or transfer of the Residence.

5.2 In the event of termination by the City pursuant to 5.1(c), (d), (e), (g), or (h), the Property Owner shall immediately repay to the City an amount equal to the total amount of Incentives paid to Property Owner, if any, prior to termination of this Agreement. If the City terminates this Agreement pursuant to Section 5.1(d) because Completion of Construction of the New Residence has not occurred within the time required by Section 4.2, above, the Property Owner shall, upon demand, reimburse the City the amount of the Demolition Grant paid to the Property Owner.

**Article VI
Miscellaneous**

6.1 Assignment. This Agreement may not be assigned without the prior written consent of the City. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Residence.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

6.3 Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.4 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

6.5 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

Resolution No. 2016-035

Exhibit "A"

If intended for Property Owner, to:

On the Effective Date:

Stephen C. Mentasana
3902 Cemetery Hill Road
Carrollton, Texas 75007

After Completion of Construction:

Stephen C. Mentasana
3124 Brookhollow Drive
Farmers Branch, Texas 75234

If intended for City, to:

Attn: City Manager
City of Farmers Branch, Texas
13000 William Dodson Pkwy.
Farmers Branch, Texas 75234

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

6.7 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

Resolution No. 2016-035

Exhibit "A"

6.12 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Employment of Undocumented Workers. During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the Annual Grants and any other funds received by the Property Owner from the City as of the date of such violation within one hundred twenty (120) days after the date the Property Owner is notified by the City of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid. The Property Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Property Owner or by a person with whom the Company contracts.

6.15 Future Incentives. The Property Owner agrees that the residence at 3124 Brookhollow Drive, Farmers Branch, Texas 75234, will not be eligible for any other or further residential or other incentive offer now or hereafter by the City.

[Signature Page to Follow]

Resolution No. 2016-035
Exhibit "A"

EXECUTED on this _____ day of _____, 2016.

City of Farmers Branch, Texas

By: _____
Charles S. Cox, Interim City Manager

Attest:

By: _____
Amy Piukana, City Secretary

Approved As To Form:

By: 
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2016.

Property Owner

Stephen C. Mentosana

Sharon A. Mentosana



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: R2016-036

Agenda Date: 4/5/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.2

Consider approving Resolution No. 2016-036 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 14511 Tanglewood Drive; and take appropriate action.

BACKGROUND:

In an effort to improve the quality of housing opportunities in Farmers Branch, the City Council enacted a Residential Demolition/Rebuild Program pursuant to Chapter 380 of the Texas Local Government Code to encourage the redevelopment of existing single-family detached residential properties with the construction of new, higher value, single-family detached residential structures.

DISCUSSION:

Gary and Lois Billingsley purchased 3021 Primrose last year and have been working on house plans for that location. Their house plans have now exceeded the size of the Primrose lot. They plan to sell the lot and have already purchased 14511 Tanglewood Drive. Todd Bonneau Homes is the builder for the Billingsley family. They are applying for Demo Rebuild Option One which is an incentive based on the increase over the course of seven (7) years of City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District. This option also includes a reimbursement of up to \$5,000.00 of the cost of demolition of the original home following completion of demolition. Demolition of the original home and completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City. The current improvement value is \$138,990 and the estimated new improvement value is estimated to be at least \$500,000.

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-036 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of property located at 14511 Tanglewood Drive.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-036.
2. I move to approve Resolution 2016-036, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Billingsley Demo Rebuild Application
2. Location Map of 14511 Tanglewood Drive
3. Front Elevation of existing home
4. Front Elevation of new home
5. Resolution 2016-036



FARMERS
BRANCH

Application Number D/R- _____

Date Received _____

CITY OF FARMERS BRANCH
RESIDENTIAL DEMOLITION/REBUILD
INCENTIVE PROGRAM

APPLICATION AND POLICY

This application is for the Residential Demolition/Rebuild Incentive Program and is subject to the attached policy. By submitting this application the undersigned acknowledges that such person has read and agrees to comply with the policy. ¹

Section A: Applicant Information

GARY BILLINGSLEY
Applicant's Full Name

LOIS BILLINGSLEY
Spouse or Co-Owner

1521 ROCKY CREEK CIRCLE
Current Mailing Address

CEDAR HILL, TX 75104
City State Zip Code

[REDACTED]
City State Zip Code

[REDACTED]
Phone Cell Fax

[REDACTED]
E-mail ²

For additional information regarding this application or the Residential Incentives Program, please contact Allison Cook, Economic Development Manager at 972.919.2507.

² A person's home email address is confidential and may not be disclosed to the public by the city unless a citizen consents. By submission of this application you consent to the public disclosure of your email address unless requested otherwise in writing.

Section B: New Home Information

14511 TANGLEWOOD

Address of New Home (the structure to be demolished and to be replaced with new residence)³

FARMERS BRANCH TX 75234

City

State

Zip Code

\$500,000

Estimated Value of new structure (value of improvement only, not inclusive of land)

Applicant shall include with the submittal of this application a copy of each of the following:

- Valid Texas driver's license or Texas I.D. card for identification verification
- Completed W-9 Form, including Social Security Number or taxpayer ID number, for tax purposes
- Elevations and floor plan of new home

Submit floor plan of new home via email to Allison Cook and/or Madison Clark:

Allison.cook@farmersbranchtx.gov

Madison.clark@farmersbranchtx.gov

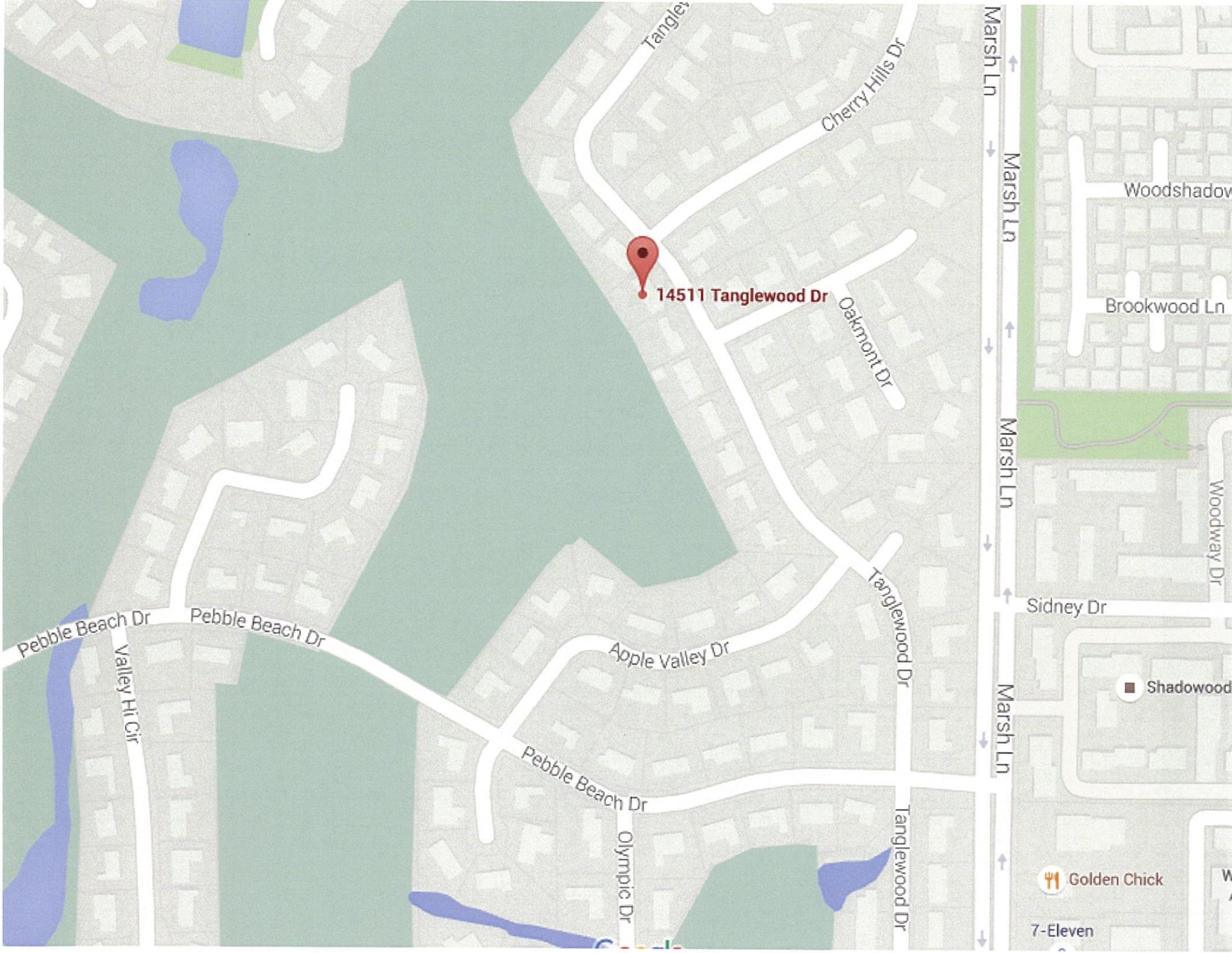
Section C: Incentive Selection

I am applying for the following incentive:

Residential Demolition/Rebuild Incentive Program (Check One):

- Program Option 1:** An incentive that is based on the increase over the course of seven (7) years in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District. This option also includes a reimbursement of up to \$5000.00 of the cost of demolition of the original home following completion of demolition. Demolition of the original home and completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City.
- Program Option 2:** An incentive equal to 10 times the amount of the increase in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District for the year following completion of construction. If requested, the City will pay up to one-half of the estimated incentive at the time the owner closes on the permanent financing of the new home following completion of construction based on the valuation set forth in the application for building permit submitted to the City prior to construction. This option does not include reimbursement for demolition costs. Demolition of the original home and

³ If address for the residence for the demolition/rebuild program is different from the applicant's address in Section A, above.



14511 Tanglewood Dr

Tangles

Cherry Hills Dr

Marsh Ln

Marsh Ln

Marsh Ln

Marsh Ln

Woodshadow

Brookwood Ln

Woodway Dr

Sidney Dr

Shadowwood

Golden Chick

7-Eleven

Pebble Beach Dr

Pebble Beach Dr

Valley Hi Cir

Apple Valley Dr

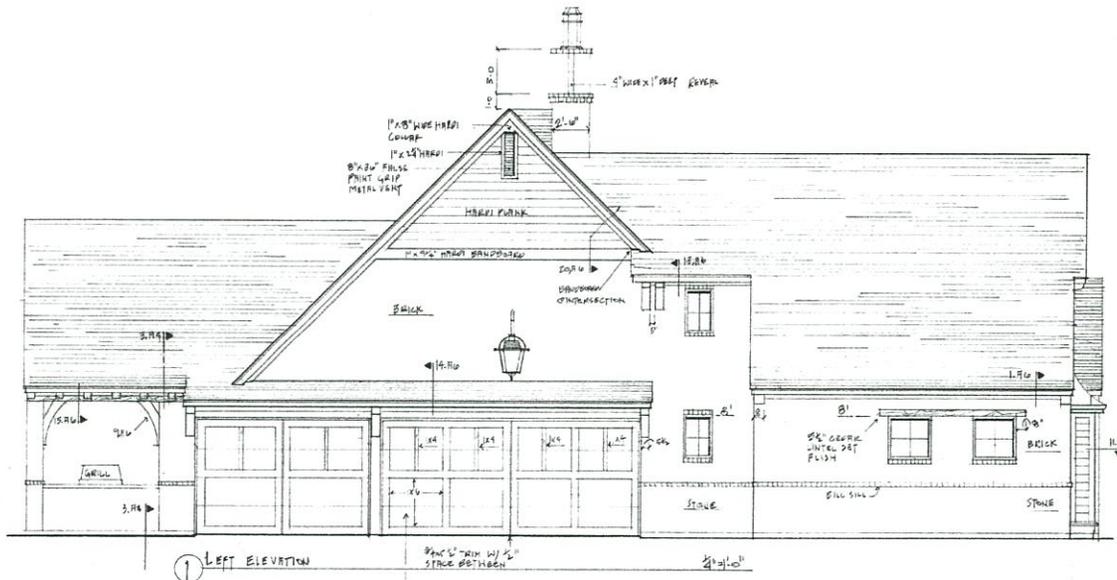
Pebble Beach Dr

Olympic Dr

Tanglewood Dr

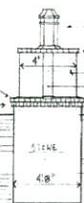
Tanglewood Dr



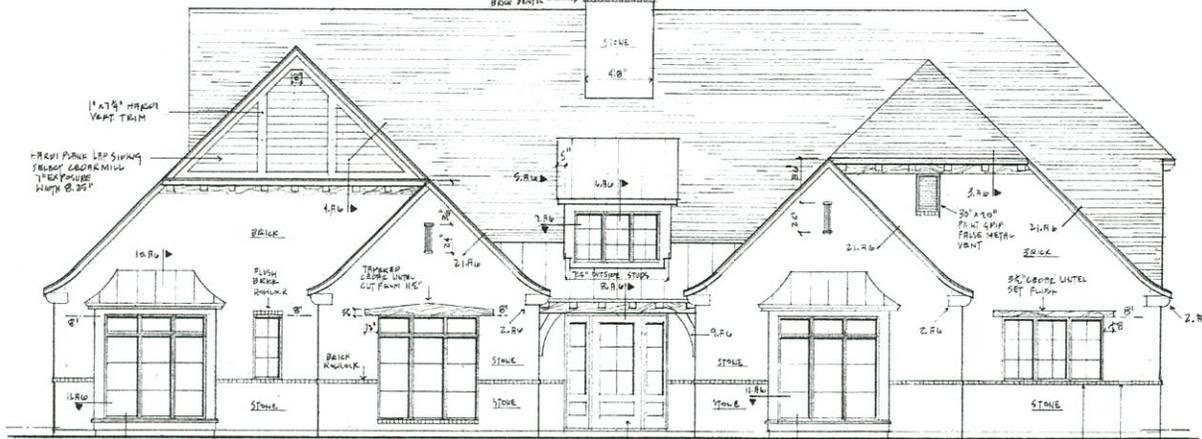


1 LEFT ELEVATION

GARAGE DOORS:
 OVERHEAD DOOR COOP
 1 1/2\"/>



SUPPLY CURT COOP
 BRICK BOTTOM CLAY PIT
 FINISHING W/ CLAY BRICK GYPS
 4\"/>



2 FRONT ELEVATION

1 1/2\"/>

BRICK SILL
 CONTINUE BRICK AS
 A BRICK WINDSTOP

BILLINGSLEY
 RESIDENCE



Michael Lyons
 2018 Valley View Ln.
 Ste 125
 Dallas Tx 75234
 214.256.9000

Sheet 11.1.15
 of 12
 RL



RESOLUTION NO. 2016-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING EXECUTION OF A RESIDENTIAL DEMOLITION/REBUILD PROGRAM INCENTIVE AGREEMENT FOR THE OWNER OF PROPERTY AT 14511 TANGLEWOOD DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch has established a Residential Demolition/Rebuild Incentive Program pursuant to Chapter 380 of the Texas Local Government Code for the purpose of promoting the redevelopment of existing single family housing stock within the City (“the Incentive Program”); and

WHEREAS, the owner of the property generally located at 14511 Tanglewood Drive has made application for the Incentive Program; and

WHEREAS, City Administration, having reviewed the foregoing application, has determined that the demolition and reconstruction of the residential structure on the above described property qualifies for the Incentive Program; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to authorize the execution of an agreement setting forth the terms and conditions by which the owner of the above-described property will receive the benefits of the Incentive Program.

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

SECTION 1. The City Manager is hereby authorized to execute on behalf of the City of Farmers Branch a Residential Demolition/Rebuild Program Incentive Agreement with Gary Billingsley and wife, Lois Billingsley, with respect to property generally known as 14511 Tanglewood Drive, Farmers Branch, Texas 75234, substantially in the form set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

SECTION 2. The City Manager has full authority to administer the above approved agreement on behalf of the City including, but not limited to, providing notices of default and termination as the City Manager may, from time to time, deem appropriate and necessary.

SECTION 3. This Resolution shall be effective immediately upon final passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 5TH DAY OF APRIL, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(KBL:3-29-16:TM 76178)

Resolution No. 2016-036

Exhibit "A"

STATE OF TEXAS §
§
§
COUNTY OF DALLAS §

RESIDENTIAL DEMOLITION/REBUILD PROGRAM
INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Farmers Branch, Texas (the "City"), and Gary Billingsley and wife, Lois Billingsley (the "Property Owner"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the redevelopment of the housing stock in the City is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the Property Owner is the owner of a one-family detached residential dwelling located at 14511 Tanglewood Drive, Farmers Branch, Texas 75234 (hereinafter defined as the "Residence"); and

WHEREAS, the Property Owner intends to demolish the Residence and construct a new one-family detached residential dwelling thereafter (hereinafter defined as the "New Residence"); and

Resolution No. 2016-036

Exhibit "A"

WHEREAS, the Property Owner has been approved as an eligible participant and the demolition of the Residence and the construction of the New Residence has been approved as an eligible project (hereinafter defined as an "Approved Project") under the City Demolition/Rebuild Property Tax Incentive Program (hereinafter defined as a "Program");

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until the Expiration Date, unless sooner terminated as provided herein.

**Article II
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Annual Incentive(s)" shall mean seven (7) annual economic development incentives each in an amount equal to one hundred percent (100%) of the difference between the ad valorem taxes assessed by the City against the New Residence for the applicable tax year and paid to the City, and the amount of ad valorem taxes assessed by the City against the Residence for the Base Year and paid to the City, as calculated and determined by the City, to be paid to the Property Owner as set forth herein.

"Approved Project" shall mean the approval of the demolition of the Residence and the construction of the New Residence as an approved project by the City as being eligible for the incentives under the Program.

"Base Year" shall mean January 1 of the calendar year immediately preceding the date of approval of the Project.

"City" shall mean the City of Farmers Branch, Texas.

"Commencement Date" shall mean the date the City issues a certificate of occupancy or certificate of completion for the New Residence.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

Resolution No. 2016-036

Exhibit "A"

"Completion of Construction" shall mean that (i) substantial completion of construction of the New Residence has occurred; and (ii) the City has issued a final certificate of occupancy of certificate of inspection for the Approved Project.

"Effective Date" shall mean the last date of execution hereof.

"Event of Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Expiration Date" shall mean April 1 of the first full calendar year following the 8th anniversary of the Commencement Date.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

"Land" shall mean the real property located in the City of Farmers Branch, Texas, on which the Residence is located, but excluding any improvements, which property is described as:

Lot 15-A in Block 4, of Revision of Brookhaven Hills, an Addition to the City of Farmers Branch, Dallas County, Texas, according to the Map thereof recorded in Volume 306, Page 1236, Map Records of Dallas County, Texas.

"New Residence" shall mean a new one family detached dwelling to be constructed on the Land, as approved by the City as an Approved Project, excluding the Land.

"Payment Request" shall mean (a) with respect to the incentive grant paid pursuant to Section 3.1, below, a written request from the Property Owner to be submitted to the City on or before April 1 of each calendar year for the payment of the Annual Incentive accompanied by a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for the preceding tax year have been paid in full, and such other information as the City may reasonably request and (b) with respect to the Demolition Grant, a written request from the Property Owner submitted to the City requesting payment of the Demolition Grant accompanied by (i) a copy of the written contract(s) between the Property Owner and third parties engaged in the demolition of the Residence, invoices related to the payment of permit fees, utility fees, charges for other goods, materials, and services related to demolition and removal of the Residence from the Land, proof of payment made by the Property Owner (e.g. copies of cancelled checks) for the fees and charges for which the Property Owner seeks reimbursement, and such other information as the City may reasonably request to verify the Property Owner's right for reimbursement.

Resolution No. 2016-036

Exhibit "A"

"Project" shall mean the demolition of the Residence and the construction of the New Residence on the Land.

"Property Owner" shall mean the owner of the Residence.

"Residence" shall mean the existing one family detached dwelling located on the Land at the time of approval of the Approved Project by the City.

"Residential Demolition/Rebuild Program" shall mean the City of Farmers Branch Residential Demolition/Rebuild Incentive Program adopted by Resolution of the City Council, as amended.

"Taxable Value" shall mean the appraised value of the Residence or the New Residence, as the case may be, as certified by the Dallas Central Appraisal District, or its successor entity, as of January 1 of a given year. The Parties agree that, as of the Effective Date, the Taxable Value of the Residence is \$138,990.00.

Article III

Economic Development Incentive

3.1 Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Annual Incentives pursuant to Section 5.2 hereof, the City agrees to provide the Annual Incentives to the Property Owner to be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1 of each calendar year, beginning April 1, of the calendar year immediately following the Commencement Date, provided the City has timely received the ad valorem taxes assessed against the Land and the New Residence in full for the respective tax year. The Property Owner shall submit a Payment Request to the City on or before April 1 of each calendar year for the applicable Annual Incentive. For example, assume for illustration purposes only that a Project was approved by the City in 2015 making 2015 the Base Year and further assume that the City taxes assessed and paid for the Residence (improvements excluding the Land) for 2015 was \$1,000 and that the Approved Project was completed June 1, 2016, then the Commencement Date would be June 1, 2016. Further assume that the City taxes assessed and paid for tax years 2017 is \$2,000. Then the first Annual Incentive would be for the difference in the City taxes assessed the New Residence for tax year 2017 in the amount of \$2,000 and the amount of City taxes assessed for the Base Year (2015) of \$1,000 resulting in an Incentive of \$1,000 that would be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1, 2018 provided the Property Owner submitted a Payment Request on or before April 1, 2018 which included a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for tax year 2017 have been paid in full.

3.2 Current Revenue. The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall

Resolution No. 2016-036

Exhibit "A"

be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

3.3 Payment of Demolition Grant. The City agrees to pay the Demolition Grant to the Property Owner not later than thirty (30) days after receipt of a Payment Request for reimbursement for the Demolition Costs, which shall in no case be earlier than thirty (30) days after Commencement of Construction of the New Residence. Notwithstanding the foregoing, the City shall not be required to pay the Demolition Grant if Commencement of Construction of the New Residence has not occurred on or before twelve (12) months after completion of demolition of the Residence. In no case shall the Demolition Grant exceed the lesser of (a) the Demolition Costs or (b) \$5000.00. In reviewing the Payment Request for the Demolition Costs, the City shall be the final determiner as to whether a cost submitted for reimbursement is related to the demolition of the Residence.

**Article IV
Incentive Conditions**

The City's obligation to pay the Annual Grants shall be conditioned upon the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

4.1 Inspections. The Property Owner agrees to submit to periodic inspections of the Approved Project by the City during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

4.2 Construction of the Approved Project. The Property Owner, shall subject to delays resulting from events of Force Majeure, cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the date of City approval of the Approved Project.

**Article V
Termination**

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) mutual agreement of the parties;
- (b) the Expiration Date;
- (c) by the City, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (e) by City, if the Property Owner suffers an Event of Bankruptcy or Insolvency;

Resolution No. 2016-036

Exhibit "A"

- (f) by City, if, subject to delays resulting from an event of Force Majeure, Commencement of Construction of the New Residence has not occurred within twelve (12) months after demolition and removal of the Residence from the Land;
- (g) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (h) the sale or transfer of the Residence.

5.2 In the event of termination by the City pursuant to 5.1(c), (d), (e), (g), or (h), the Property Owner shall immediately repay to the City an amount equal to the total amount of Incentives paid to Property Owner, if any, prior to termination of this Agreement. If the City terminates this Agreement pursuant to Section 5.1(d) because Completion of Construction of the New Residence has not occurred within the time required by Section 4.2, above, the Property Owner shall, upon demand, reimburse the City the amount of the Demolition Grant paid to the Property Owner.

**Article VI
Miscellaneous**

6.1 Assignment. This Agreement may not be assigned without the prior written consent of the City. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Residence.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

6.3 Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.4 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

6.5 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

Resolution No. 2016-036

Exhibit "A"

If intended for Property Owner, to:

On the Effective Date:

Gary Billingsley
1521 Rocky Creek Circle
Cedar Hill, Texas 75104

After Completion of Construction:

Gary Billingsley
14511 Tanglewood Drive
Farmers Branch, Texas 75234

If intended for City, to:

Attn: City Manager
City of Farmers Branch, Texas
13000 William Dodson Pkwy.
Farmers Branch, Texas 75234

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

6.7 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

Resolution No. 2016-036

Exhibit "A"

6.12 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Employment of Undocumented Workers. During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the Annual Grants and any other funds received by the Property Owner from the City as of the date of such violation within one hundred twenty (120) days after the date the Property Owner is notified by the City of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid. The Property Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Property Owner or by a person with whom the Company contracts.

6.15 Future Incentives. The Property Owner agrees that the residence at 14511 Tanglewood Drive, Farmers Branch, Texas 75234, will not be eligible for any other or further residential or other incentive offer now or hereafter by the City.

[Signature Page to Follow]

**Resolution No. 2016-036
Exhibit "A"**

EXECUTED on this _____ day of _____, 2016.

City of Farmers Branch, Texas

By: _____
Charles S. Cox, Interim City Manager

Attest:

By: _____
Amy Piukana, City Secretary

Approved As To Form:

By: 
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2016.

Property Owner

Gary Billingsley

Lois Billingsley



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: 16-105

Agenda Date: 4/5/2016

Version: 1

Status: Closed Session

In Control: City Council

File Type: Report

Agenda Number: J.1

Council may convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate regarding:

- *Discuss contemplated civil litigation regarding the substandard multifamily property located at 2835 & 2875 Villa Creek, Farmers Branch, Texas.*
- *Discuss contemplated and pending litigation and/or administrative proceedings relating to Ana Henriquez v. Farmers Branch, Texas, A municipality, Officer Ken D. Johnson, in his individual and official capacity Civil Action No. 3-16CVO868-M United States District Court for the Northern District of Texas.*

Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding Economic Development Incentive for the relocation of a large retailer. *Project Basket*