



# City of Farmers Branch

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

## Meeting Agenda - Final

### City Council

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Tuesday, May 17, 2016

6:00 PM

Council Chambers

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#### Study Session Meeting to be held at 3:00 PM in the Study Session Room

#### **A. STUDY SESSION**

- A.1 [16-136](#) Discuss regular City Council meeting agenda items.
- A.2 [16-132](#) Discussion regarding disposable bags and trash pickup services.
- A.3 [16-138](#) Receive an overview from Community Services regarding current Animal Registration Fees and Micro-chipping Services.
- A.4 [16-139](#) Discuss City Council meeting dates for the remainder of calendar year 2016.
- A.5 [16-137](#) Discuss agenda items for future City Council meetings.
- A.6 [16-133](#) Reception for City Council Member Elect Ana Reyes for District 1 and newly elected City Council Member Elect Terry Lynne, for District 4.

#### **B. INVOCATION & PLEDGE OF ALLEGIANCE**

#### **C. CEREMONIAL ITEMS**

- C.1 [R2016-041](#) Consider approving Resolution No. 2016-041 canvassing and declaring the results of the May 7, 2016, General Election for City Council District 1 and City Council District 4; and take appropriate action, including swearing in of duly elected City Council Members.
- C.2 [16-134](#) Presentation honoring City Council Member Kirk Connally for his years of service on the Farmers Branch City Council.
- C.3 [16-112](#) Elect a Mayor Pro Tem and Deputy Mayor Pro Tem; and take appropriate action.
- C.4 [16-131](#) 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**     [16-135](#)     Consider approval of minutes of the City Council meeting held on May 3, 2016; and take appropriate action.
- G.2**     [R2016-044](#)     Consider approving Resolution No. 2016-044 authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line; and take appropriate action.
- G.3**     [R2016-052](#)     Consider approving Resolution No. 2016-052 authorizing an agreement with Pacheco Koch for Professional Engineering Services for the design of Bee Street Reconstruction; and take appropriate action.
- G.4**     [R2016-049](#)     Consider approving Resolution No. 2016-049 in support of the application of Windy Ridge, LLC. to the Texas Commission on Environmental Quality for a Municipal Settings Designation for property located at 1000 Lake Ridge Road in Lewisville, Texas; and take appropriate action.
- G.5**     [ORD-3371](#)     Consider adopting Ordinance No. 3371 approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division that adopts new natural gas rates for the City of Farmers Branch; and take appropriate action.

- G.6**     [R2016-040](#)     Consider approving Resolution No. 2016-040 authorizing submission of an application to Dallas County for the Fiscal Year 2016 Dallas County Community Development Block Grant program for the Shoredale Lane water and sewer replacement project; and take appropriate action.
- G.7**     [ORD-3372](#)     Consider adopting Ordinance No. 3372 Amending Chapter 34 of the Code of Ordinances of the City of Farmers Branch, Texas, by Adding Article XII Entitled "Municipal Settings Designations," to provide for Municipal Setting Designation Ordinances; and take appropriate action.
- G.8**     [ORD-3366](#)     Consider adopting Ordinance No. 3366 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on portions of Richland Avenue; and take appropriate action.
- G.9**     [16-142](#)     Consider excusing the absence of City Council Member Mike Bomgardner from the May 3, 2016 City Council meeting; and take appropriate action.

#### **H.     PUBLIC HEARINGS**

- H.1**     [ORD-3370](#)     Conduct a public hearing and consider adopting Ordinance No. 3370 for a Specific Use Permit for a conference center (commercial indoor amusement facility) located at 4445 Sigma Road; and take appropriate action.
- H.2**     [R2016-050](#)     Conduct a public hearing and consider adopting Resolution No. 2016-050 approving a Detailed Site Plan for a warehouse and office building located at 2424 Richland Avenue, and take appropriate action.

#### **I.     REGULAR AGENDA ITEMS**

- I.1**     [R2016-047](#)     Consider approving Resolution No. 2016-047 awarding the bid for the reconstruction of Valley View Lane from Josey Lane to Webb Chapel Road to McMahon Contracting Company, LP; and take appropriate action.
- I.2**     [R2016-054](#)     Consider approving Resolution No. 2016-054 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 3507 Apple Valley Dr; 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 [16-140](#) Council may convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate regarding:
- Consultation with City Attorney regarding Texas Commission on Environmental Quality (TCEQ) Report No. 119885 relating to TCEQ Permit Nos. 5383 and 5383A to Town of Addison for use of water in Farmers Branch Creek, pending TCEQ Complaint regarding Farmers Branch Creek.
- Council shall convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding:
- Discuss commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s). Project WOW
- Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding:
- Discuss Economic Development Incentive for Project Echo

**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 May 13, 2016, no later than 5 p.m.

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Amy Piukana, TRMC  
City Secretary



# City of Farmers Branch

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

## Staff Report

File Number: 16-136

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**Agenda Date:** 5/17/2016

**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

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

## Staff Report

File Number: 16-132

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Study Session

**In Control:** City Council

**File Type:** Report

**Agenda Number:** A.2

### **Discussion regarding disposable bags and trash pickup services.**

#### DISCUSSION:

As the City began the implementation strategy for curbside recycling, the concept of utilizing rollout bins for both waste and recycling was debated. Ultimately, the decision was made to continue with trash being collected in disposable bags and to only utilize rollout bins for recycling.

Curbside recycling has been in effect approximately one month and the City has been receiving suggestions from residents as to modifications that could be employed for maximum program benefit. One such item is allowing rollout bins for trash collection. Council Member Norwood requested that a discussion be placed on the May 17, 2016 Study Session for that purpose.

#### ATTACHMENTS:

1. Ordinance No. 3360
2. Copy of Resident's Email



## ORDINANCE NO. 3360

**AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERS BRANCH, CHAPTER 66 "SOLID WASTE," BY AMENDING SECTION 66-1 "DEFINITIONS" TO AMEND THE DEFINITIONS OF "GARBAGE" AND "TRASH" AND ADD DEFINITIONS FOR THE PHRASES "DISPOSABLE REFUSE CONTAINER," "RECYCLABLE MATERIALS," AND "RECYCLING CONTAINER;" SECTION 66-3 "DEPOSITING GARBAGE, TRASH AND OTHER MATTER ON STREETS, VACANT LOTS AND OTHER PUBLIC OR PRIVATE PREMISES" TO INCLUDE PLACEMENT OF MATERIALS IN A DISPOSABLE CONTAINER AS A DEFENSE; SECTION 66-4 "DEPOSITING TRASH, GARBAGE, OTHER WASTE MATERIALS OR RECYCLABLE MATERIALS ON OR IN A COMMERCIAL OR BUSINESS CONTAINER" AND SUBSECTION (a) OF SECTION 66-6 "APPLICATION FOR PERMIT" TO INCLUDE RECYCLABLE MATERIALS; SUBSECTION (B) OF SECTION 66-7 "ANNUAL FEE" TO DELETE OUTDATED LANGUAGE; AMENDING IN ITS ENTIRETY ARTICLE II "COLLECTION AND DISPOSAL" RELATING TO THE REGULATIONS FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH; AND AMENDING SAID CHAPTER 66 BY ADDING A NEW ARTICLE III TITLED "COLLECTION OF RECYCLABLE MATERIALS" PROVIDING REGULATIONS FOR THE COLLECTION OF RECYCLABLE MATERIALS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PENALTY OF FINE UP TO \$500.00; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council has determined it to be in the public interest to provide for the collection of recyclable materials and to establish specific requirements for the use of disposable refuse containers with respect to the collection and disposal of garbage and trash for residences within the City; and

**WHEREAS,** the City Council of the City of Farmers Branch finds it to be in the public interest and necessary for the preservation of public health and safety within the City of Farmers Branch to amend the Code of Ordinances to provide for regulations of the above referenced activities.

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

**SECTION 1.** Chapter 66 "Solid Waste", Article I "In General" of the Code of Ordinances of the City of Farmers Branch is amended as follows:

- A. Section 66-1 “Definitions” is amended by amending the definition of the words “Garbage” and “Trash” to read as follows:

*Garbage* means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

*Trash* means rubbish such as paper, boxes, grass, shrubs, yard cleanings, yard clippings, leaves, tree trimmings, weeds, hedge trimmings, and tree trunks and tree limbs cut in lengths not exceeding ten feet, and any other nonputrescible material or object which is discarded or thrown away.

- B. Section 66-1 “Definitions” is amended by adding definitions for the phrases “disposable refuse container,” “recyclable materials,” and “recycling container” to read as follows:

*Disposable refuse container* means plastic or paper bags with a volumetric capacity of not less than 13 gallons nor greater than 39 gallons or cardboard boxes with closed lids which are intended to be removed from the right of way and placed into the collection vehicle and not returned to the location where collected.

*Recyclable materials* means materials that have been recovered or diverted from the nonhazardous waste stream for purposes of reuse, recycling, or reclamation. Recyclable materials are not solid waste; however, a recyclable material may become solid waste if abandoned or disposed of rather than recycled, at which time the material will become solid waste only with respect to the party actually abandoning or disposing of the material.

*Recycling container* means a 65 gallon or 95 gallon rollout cart with functional wheels and closable lid provided by the City or its franchisee.

- C. Section 66-3 “Depositing Garbage, Trash and Other Matter on Streets, Vacant Lots and Other Public or Private Premises” to read as follows:

**Section 66-3 Depositing garbage, trash, recyclable materials and other matter on streets, vacant lots and other public or private premises**

It is unlawful for any person to sweep, throw or deposit any garbage, trash, dirt, concrete, rocks, stagnant water or dead animals into, upon or along any drain, gutter, alley, sidewalk, street or vacant lot, or upon any public or private premises within the corporate limits of the city. It shall be a defense to a violation of this section if the described materials are deposited into a recycling container or disposable refuse container or in a manner as authorized by Section 66-41.

- D. Section 66-4 “Depositing Trash, Garbage, and Other Waste Materials on or in a Commercial or Business Container” is recaptioned and amended to read as follows:

**Sec. 66-4. Depositing recyclable material, trash, garbage, or other waste materials on or in a commercial or business container.**

It is unlawful for any recyclable material, garbage, trash, other waste material, or any injured or dead animal to be deposited, thrown or swept into, on, in or alongside a trash container which is provided for a business or establishment, by any person who is not the owner, operator, occupier, person in control, agent or employee of such business or establishment for which the container is provided.

- E. Subsection (a) of Section 66-6 “Application for Permit; Expiration” is amended to read as follows:

- (a) To obtain a solid waste and/or recyclable materials collection permit, a person must submit an application on a form provided by the director of finance or designee. The applicant must be the person who will own, control, or operate the proposed collection service.

- F. Subsection (b) of Section 66-7 “Annual Fee” is amended to read as follows:

- (b) The permit holder shall remit the annual fee quarterly to the city's finance department, on or before the 30th day of April, July, October, and January, based upon the revenues collected during the previous calendar quarter.

**SECTION 2.** Chapter 66 “Solid Waste”, Article II “Collection and Disposal” of the Code of Ordinances of the City of Farmers Branch, Texas, is amended in its entirety to read as follows:

**Article II. Collection and Disposal**

**Sec. 66-36. - Duty of owner or occupant to provide containers.**

Each owner, occupant, tenant or lessee using or occupying any building, house or structure within the corporate limits of the city, for residences, churches, schools, colleges, lodges, commercial businesses and other purposes shall provide and maintain containers of sufficient number and type, as specified in this article, to hold the garbage and trash that will normally accumulate on the premises.

**Sec. 66-37. - Use of Disposable Containers for Garbage and Trash Collection; exception.**

Each owner, occupant, tenant and lessee of each dwelling designed for occupancy by either one or two families shall provide or cause to be provided for each dwelling unit or residence disposable refuse containers. Only disposable refuse containers

may be used for the disposal and collection of garbage and trash, except in those cases where commercial containers are designated by the Director of Public Works or designee for use in apartment, commercial and other areas.

**Sec. 66-38. - Use of Disposable Containers for Garbage and Trash Collection; exception.**

Each owner, occupant, tenant and lessee of each dwelling designed for occupancy by either one or two families shall provide or cause to be provided for each dwelling unit or residence disposable refuse containers. Only disposable containers as defined by Sec. 66-1 may be used as garbage containers, except in those cases where commercial containers are designated by the Director of Public Works or his or her designee for use in apartment, commercial and other areas.

**Sec. 66-39. - Residences to use approved disposable containers**

The City will not collect garbage from any dwelling unit designed for use of either one or two families unless garbage is contained in disposable containers.

**Sec. 66-40. - Use of disposable containers by churches, schools, offices or other establishments.**

Disposable containers may be used by churches, schools, offices or any other establishment if the City Manager and/or the Director of Public Works or his or her designee shall find such use to be practicable, sanitary and not detrimental to the collection of such waste by the city.

**Sec. 66-41. - Trash containers; weight; size of piles.**

- (a) If trash is of such nature that it cannot be placed in disposable containers, it shall be placed in bundles or piles. The combined weight of the trash and bundle or container shall not be more than 50 pounds, and, on the day of trash collection, it shall be placed on the curb if pickup is made from the front of the building, or alongside the alley, or easement, wherever the garbage pickup is regularly made from the alley or alley easement. Tree limbs, tree trunks and hedge cuttings shall not exceed ten (10) feet in length and must be placed at the curb. If the weight of the tree limb(s) or tree stumps are greater than the operational capacity of the collection vehicle or the weight, size, or nature of the material creates an unsafe working condition, the Director of Public Works or his or her designee will request the material be reduced in size, weight, or reconfigured before collection of such materials occurs. Trash, garbage, or other waste materials which exceed the weight and/or size authorized by this section must be transported by the owner or resident to an appropriate facility for recycling or disposal.

- (b) It shall be unlawful to place out for collection by the City or any party authorized to collect trash or garbage for the City any trash or garbage which is not in compliance with this article.
- (c) If wastes or trash is collected by someone other than the City or a person or entity with whom the City has granted a franchise to provide solid waste or recycling collection, such collection shall occur using only containers approved by the Director of Public Works or his or her designee which are designed to prevent water from entering, wind from dispersing the wastes inside, any leakage, the escape of odors, and the entry of rodents and other animals.

**Sec. 66-42. - Placing containers for collection**

- (a) If the house, building or premises from which garbage is to be collected and removed is adjacent to an alley or easement designated for garbage collection, the owner, occupant, tenant or lessee of such premises shall place the disposable containers containing garbage or trash adjacent to the alley or easement so designated in a manner that provides easy accessibility to the collector from the outside of any fence or hedge that may surround the premises. If it is not practicable to collect and remove the garbage from an alley or easement, or if there is no alley or easement adjacent to the premises, the owner, occupant, tenant or lessee of the premises shall place the disposable container at the curblineline, at the houseline so as to be visible from the street, or at such point on the premises that the Director of Public Works or his or her designee shall find and designate as being the most accessible for collecting and removing.
- (b) Disposable containers of garbage shall not be placed for pickup, excluding alley pickup, earlier than 6:00 p.m. on the day immediately preceding the day of collection. Residents with special considerations or physical limitations may be allowed individual exceptions to the time or location garbage is placed for pickup by the City, with prior written approval obtained from the Director of Public Works.

**Sec. 66-43. - Waste from building operations.**

Rock, waste, building materials and other trash resulting from building and remodeling operations will not be removed from a dwelling by the City's authorized solid waste collector, unless the material is placed in a container of sufficient size and strength to allow for bulky vehicle pickup. Otherwise, such waste shall be removed by the builder, owner or occupant of the building at his own expense.

**Sec. 66-44. - Disposal of dead animals.**

Dogs, cats or other dead animals shall not be placed in disposable containers.

**Sec. 66-47. - Denial or delay of service.**

The collection of a disposable container or other container the contents of which includes any corrosive, flammable, explosive, medical or other toxic or hazardous wastes may be delayed or denied until such items or materials are removed.

**SECTION 3.** Chapter 66 “Solid Waste” of the Code of Ordinances of the City of Farmers Branch, Texas shall be amended by adding a new Article III titled “Collection of Recyclable Materials” to read as follows:

**Article III. - Collection of Recyclable Materials**

**Sec. 66-50. - Duty of owner or occupant to maintain recycling containers.**

Each owner, occupant, tenant or lessee using or occupying any building, house or structure within the corporate limits of the city, who elects to place for collection recyclable materials shall maintain recycling container(s) of sufficient number to contain all recyclable materials (other than materials that are bundled and set out for collection pursuant to Section 66-53) that are placed for collection in accordance with this article.

**Sec. 66-51. - Use of Recycling Containers for Garbage; exception.**

Except as allowed pursuant to Section 66-53, each owner, occupant, tenant and lessee of each dwelling designed for occupancy by either one or two families who elects to use curbside or alley collection of recyclable materials shall place all recyclable materials in recycling containers. Only recycling containers as defined by Sec. 66-1 may be used, except in those cases where commercial containers are designated by the Director of Public Works or his or her designee for use in apartment, commercial and other areas.

**Sec. 66-52. - Residences to use approved recycling containers.**

No collection of recyclable materials by the City or anyone authorized by the City to collect recyclable materials from any dwelling unit designed for use of either one or two families shall occur unless such recyclable materials are contained in recycling containers as defined by Sec. 66-1.

**Sec. 66-53. - Recycling containers; weight; size of piles.**

Recyclable materials that are of such volume they cannot be placed in recycling containers shall be placed in bundles. On the day of recyclable material collection,

the bundled recyclable material(s) shall be placed next to the recycling container on the curb if pickup is made from the front of the building, or alongside the alley, or easement, wherever the recyclable material collection is regularly made from the alley or alley easement. Recyclable materials such as large cardboard boxes shall be broken down and/or cut up to a size where such materials are capable of being placed in a recycling container.

**Sec. 66-54. - Placing recycling containers for collection.**

- (a) If the house, building or premises from which the recyclable materials are to be collected and removed is adjacent to an alley or easement designated for garbage collection, the owner, occupant, tenant or lessee of such premises shall place the recycling container(s) containing recyclable materials adjacent to the alley or easement so designated in a manner that provides easy accessibility to the collector from the outside of any fence or hedge that may surround the premises. If it is not practicable to collect and remove the recycling container(s) from an alley or easement, or if there is no alley or easement adjacent to the premises, the owner, occupant, tenant or lessee of the premises shall place the recycling container(s) at the curblineline, at the houseline so as to be visible from the street or at such point on the premises that the director of public works or his or her designee shall find and designate as being the most accessible for collecting and removing.
- (b) Recycling containers shall not be placed for pickup earlier than 6:00 p.m. on the day immediately preceding the day of collection. Recycling containers shall be promptly removed from the point of collection, but no later than 9:00 a.m. on the day after service. Residents with special considerations or physical limitations may be allowed individual exceptions to the time or location recyclable materials are placed for pickup with prior written approval obtained from the Director of Public Works.
- (c) Except when placed for collection during the days and times authorized by subsection (b) of this section, for residences with curb side collection, recycling containers shall be stored in a manner where the recycling container is not visible from the street by placement of the recycling container (i) within an enclosed portion of the residence, (ii) behind a privacy fence, or (iii) behind a screening panel located no closer to the street than the farthest portion of the front façade from the street. Such screening panel shall consist of two (2) panels or walls not less than four feet (4.0') wide and four feet (4.0') tall connected in an L-shape and constructed of wood panels or pickets, masonry materials (e.g. stone, brick, or other material consistent with the existing materials of the residence), or other similar opaque materials, but which may not include lattice panels of any material or chain link fencing with plastic or vinyl slat inserts.. For residences with alley collection, recycling containers shall be removed to a location that is closer to the house than the alley line.

**Sec. 66-55. – Ownership of Recycling Containers**

Title to and ownership of recycling containers provided to Residential Customers by the City or City's authorized contractor shall not pass to any Residential Customer.

**Sec. 66-56. - Damage or destruction of recycling container.**

It shall be unlawful for a person to damage or destroy a recycling container.

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

**SECTION 5.** All provisions of the ordinances of the City of Farmers Branch reconcilably 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 6.** 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 Ordinance as a whole.

**SECTION 7.** Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the sum of Five Hundred (\$500) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** 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 THE 15<sup>TH</sup> OF MARCH, 2016.**

ATTEST:

  
\_\_\_\_\_  
Amy Piukana, City Secretary

APPROVED:

  
\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Peter G. Smith". The signature is written in black ink and is positioned above a horizontal line.

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Peter G. Smith, City Attorney  
(kbl:3/9/16:75160)

**From:** Jonas Greene [REDACTED]  
**Sent:** Saturday, April 30, 2016 5:46 PM  
**To:** Public Works Website Email <public.works@farmersbranchtx.gov>  
**Subject:** Our Story

Dear Farmers Branch Leaders,

First, I would like to commend you on your efforts to bring a curbside recycling program to Farmers Branch. This has made it easier for many Farmers Branch families to participate in recycling.

I would like to request your attention to Ordinance No. 3360 which limits the pick up of trash to disposable bags only.

We moved to the Branch Crossing Neighborhood of Farmers Branch in August of 2014 and immediately were concerned about the lack of bins used for trash pick up in Farmers Branch. During the first two weeks of living in Farmers Branch, we placed our disposable trash in bags on the curb the night before pick up like many of the other homes in our neighborhood. As we expected, the bags did not make it through the night without being torn into by stray animals and wildlife. During this time frame we had our disposable trash bags broken into by animals each time they were placed for pick up. As you can imagine this creates, a mess of trash spread out on the curb and in the yard which does not get cleaned up when the trash bags are picked up.

Our family made the decision in September of 2014 to not allow our yard to be subjected to the mess caused by these stray animals each trash day. We used our own personal finances to purchase a bin and for the last two years have had seamless pick up of our trash using the bin. We also noticed that the trash truck in our neighborhood even has a special lift that quickly and easily empties our small rolling trash bin. This bin has eliminated all problems we were having with our disposable trash bags being broken into by animals in the neighborhood.

With the implementation of the curb side recycling program, we have received notices that the rolling bin we purchased two years ago and have been successfully using is no longer allowed for our trash pick up. Over the last two years, animals breaking into trash bags has been a pervasive issue for those that don't use a bin. This is a concern for us and we would like to continue to use our rolling bin to keep our yard and sidewalk clean.

During the discussion of the new recycling program, I have learned that bins are a concern to some citizens in our city. I would like to note that this ordinance can be revised to allow for resident purchase of bins since not all residents will want them. This would not cause the city to incur any additional expenses, but would allow those who desire a clean yard to easily maintain that cleanliness. The bin also gets stored with the much bulkier recycling bin eliminating the view of the bin from the street. This is a realistic possibility and solution for our city.

For reference, I have included photos of trash in my neighborhood left over from today's trash pick up. These pictures are from four houses in my immediate vicinity that placed trash bags on the curb last night. I also have included a picture of my bin and the cleanliness of my yard as a result of using such bin.

Hoping to maintain my clean yard,

Jonas Greene  
12915 Holbrook Dr.  
Farmers Branch



# City of Farmers Branch

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

## Staff Report

File Number: 16-138

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Study Session

**In Control:** City Council

**File Type:** Report

**Agenda Number:** A.3

### **Receive an overview from Community Services regarding current Animal Registration Fees and Microchipping Services.**

#### DISCUSSION:

As requested by City Council, the Community Services and Animal Services Staff will present an overview on the current animal-related fees in comparison with several surrounding municipalities within the Dallas area. In addition, the presentation will provide Council with an update to the City's current pet microchipping program, and give ideas on how to possibly expand the program in the future.

#### ATTACHMENTS:

1. Power Point Presentation



FARMERS BRANCH  
ANIMAL ADOPTION CENTER  
3727 VALLEY VIEW LANE

3727



**FARMERS BRANCH**

Animal Services

# Animal Adoption Center Current Fee Schedule

# Adoption

# \$85

The animal services manager may reduce or waive fee for any animal impounded more than 12 consecutive days. (Often reduced to \$45)

Includes sterilization, first round of immunizations, microchip, and veterinary exam at a participating clinic if needed within 30 days.

Adoption certificates are available for purchase as gifts.

# Redemption and Daily Housing

**\$15 + \$5/day**

Impounded animals are held at minimum 3 days, excluding Sunday. Additional fee of \$75 applies to unsterilized animals over the age of 6 months.

In lieu of unsterilized animal fee, owner may sign an agreement to have the animal sterilized by a veterinarian. Failure to provide proof of sterilization within 14 days may result in a fine up to \$2000.

# Pet Owner Release to Shelter

\$20

Includes release for adoption and euthanasia requests.

Pet owner must live or own property in Farmers Branch.

Per contract, pet owner disposition requests are not guaranteed.  
Animal disposition is determined by the animal services manager.

# Rabies Quarantine

**\$50**

Paid by owner of quarantined animal prior to reclamation.

Quarantine period is 10 days (240 hours) from the time of the bite.

Home quarantine may be available if approved; same fee applies.

Upon request, animal may be quarantined at a veterinary clinic at the pet owner's cost. Must be approved by the animal services manager.

# Aggressive/Dangerous Animal Registration

**\$50 / \$100**

Registration fees are due annually for the lifetime of the animal.

Upon the death of animal, the owner must notify the animal services manager and provide satisfactory proof of death.

A search and seizure warrant for the animal may be obtained by the animal services manager if the required fees are not paid annually.

# Annual Animal Registration

\$0

The City of Farmers Branch does not require animal registration.

Rabies tags are required at all times by state law.

A survey was sent to animal services managers of neighboring cities inquiring about their registration policies and requirements.

# Neighboring Cities that Require Registration

Fort Worth, Richardson, Dallas, Plano, Carrollton, and Lewisville.

Registration fees and policies vary greatly between cities and generally range depending on the animal's sterilization status.

Suggested fees are \$10 per sterilized animal and \$25 per intact animal, paid annually and submitted with proof of rabies vaccination.

Feedback from neighboring animal services managers regarding the merits of tag-based registration is that these programs are not effective.

# Registration Survey Feedback

The program only works if an animal is wearing the registration tag.

Local managers reported that their administrative staff spend up to 80% of the time processing registrations. If implemented here, an additional full-time administrative position would likely be required.

Based on anecdotal evidence, those who register are usually already in compliance with state law regarding constant display of rabies tags.

Managers reported that some pets were not reclaimed out of fear of increased fines for having unregistered animals.

# Microchip Program Fee and Benefits

**\$10**

In lieu of registration, we implemented a low-cost microchipping program. This has greatly helped to return animals and prosecute repeat violations. Microchips allow animals to be identified even if tags are lost or removed. Fee includes lifetime registration of initial contact information. Nearly all veterinary clinics, animal shelters, and animal control departments now have the ability to scan animals for microchips.

# Microchip Program Drawbacks

Microchips are only effective if the linked information is updated.

Unfortunately, some pet owners forget to update their contact info when they move or get a new phone number.

Some manufacturers charge annual registration and update fees.

Unlike GPS collars, microchips do not track the animal's location.

# Outbound Efforts and Results

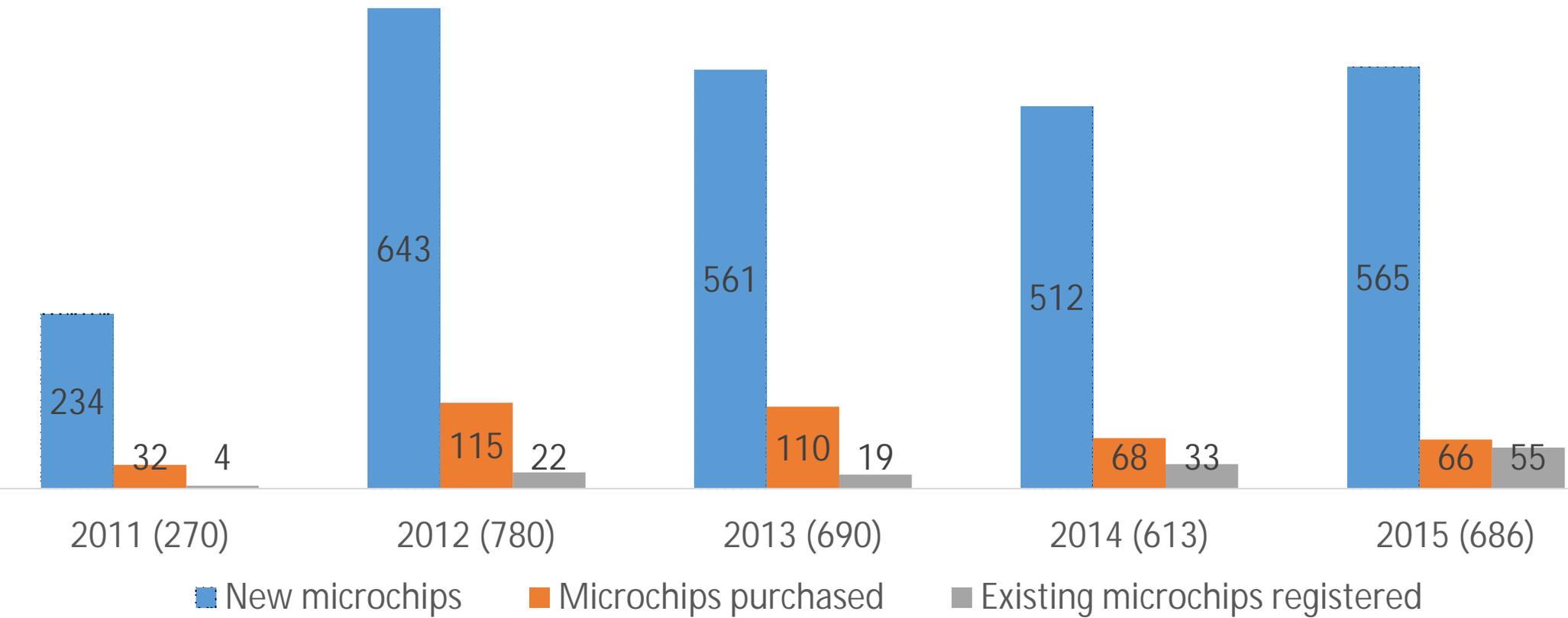
Farmers Branch Animal Services and non-profit partners participate in several low-cost off-site microchipping events each year.

Farmers Branch officers scan animals in the field and often attempt to return animals that have not been previously impounded.

A one-hour grace period is extended to pet owners who are able to be contacted shortly after their animal has been impounded.

Recent upgrades to field reporting equipment allow for tracking of animals returned home without first being impounded.

# Microchip Registration



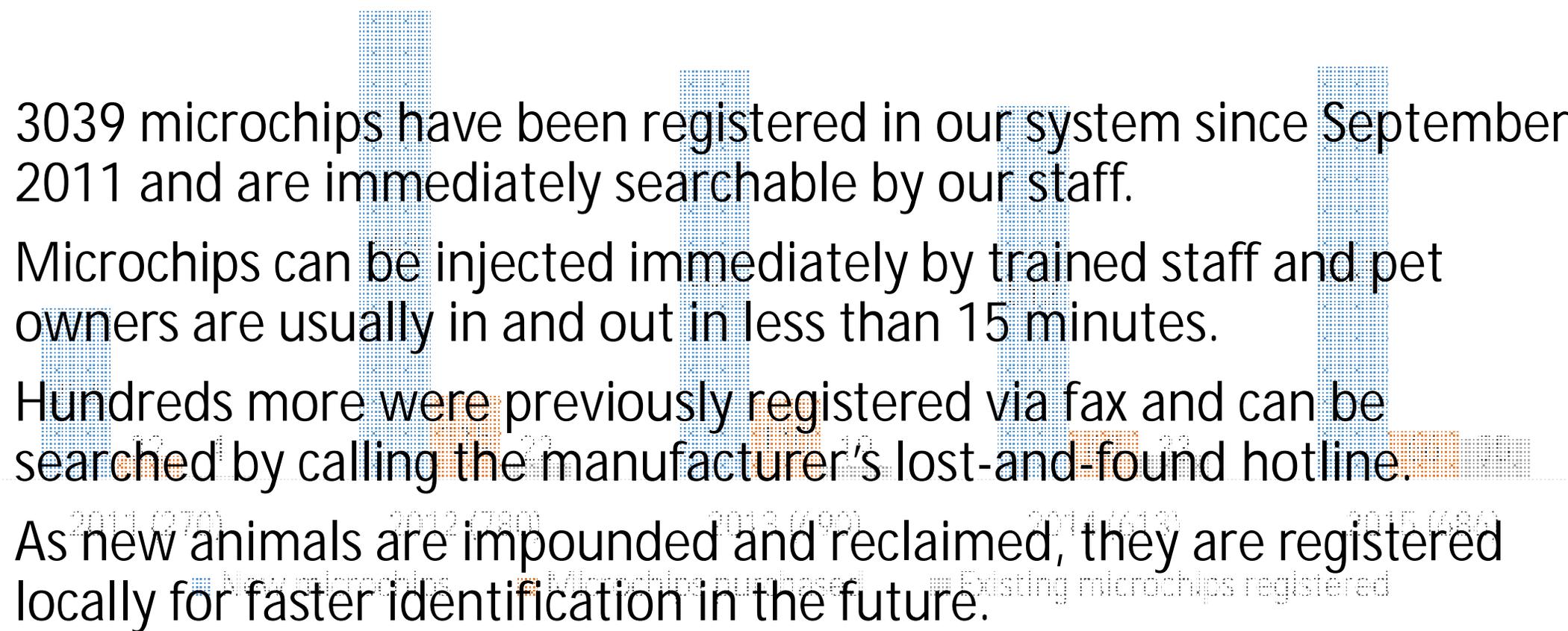
# Microchip Registration

3039 microchips have been registered in our system since September 2011 and are immediately searchable by our staff.

Microchips can be injected immediately by trained staff and pet owners are usually in and out in less than 15 minutes.

Hundreds more were previously registered via fax and can be searched by calling the manufacturer's lost-and-found hotline.

As new animals are impounded and reclaimed, they are registered locally for faster identification in the future.





**FARMERS BRANCH**

Animal Services

# Community Outreach and Events

# Community outreach

What is done for the community

- Low cost offsite adoptions for \$45.00
- Offsite microchipping events
- Bite prevention classes for kids
- Volunteer opportunities

Animal Advisory Committee agreed on a partnership with The Texas Coalition for Animal protection and provide

- Low cost spay/ neuters
- Low cost vaccination for the public

# Farmers Branch Adoption Events



# Farmers Branch Disaster Events



# Mobile Pet Units

Collin County, Grand Prairie and Plano currently have trailers.

Richardson and Cleburne are considering mobile pet units.

The prices for trailers range from \$54,000 - \$168,000

Mobile Pet Units are typically paid for by a combination of donations, grants, and City funds.

# Plano Animal Services Trailer



Cost of this unit was \$168,000



25,000 by Grant from The Meadows foundation  
40,000 by the City and \$103,000 by donation



# Multi use

This unit is able to house 28 animals with the front portion sectioned off for a clinic/adoption area.

It is used for adoption events, microchipping events, low cost spay/neuter clinic, low cost vaccination clinic and disaster relief.

The unit is equipped with A/C.

It also has a kiosk that is used to view the other adoptable animals at the adoption center, and it is equipped with an application for electronic donations.



Questions and Comments



# City of Farmers Branch

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

## Staff Report

File Number: 16-139

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Study Session

**In Control:** City Council

**File Type:** Procedural Item

**Agenda Number:** A.4

### **Discuss City Council meeting dates for the remainder of calendar year 2016.**

#### BACKGROUND:

This item has been placed on the agenda by Council Member Norwood to discuss City Council meeting dates for calendar year 2016. This will be a discussion item, any changes to the calendar will be brought forward to the next City Council meeting for action.

#### DISCUSSION:

City Council previously approved to only hold one meeting in July, which will be held July 12, 2016. City Council may wish to review the meeting calendar for the remaining months of 2016 to see if any changes are necessary. October 4, 2016, is National Night Out, City Council may wish to move or cancel this meeting.

#### ATTACHMENTS:

1. Calendar for May - December, 2016

## May 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 CC Mtg.	4	5	6	7
8 Mother's Day	9	10 B&C Recruitment Event	11	12	13	14
15	16	17 CC Mtg.	18	19	20	21
22	23	24 B&C Interviews Oak Room Rec Center	25	26	27	28
29	30 Memorial Day	31				

# June 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 CC Mtg.	8	9	10 CC Retreat	11
12	13	14	15	16	17	18
19 Father's Day	20	21 CC Mtg.	22	23	24	25
26	27	28	29	30		

# July 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Independence Day	5	6	7	8	9
10	11	12 CC Mtg.	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

# August 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 CC Mtg.	3	4	5	6
7	8	9	10	11	12	13
14	15	16 CC Mtg.	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# September 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Labor Day	6 CC Mtg.	7	8	9	10
11	12	13	14	15	16	17
18	19	20 CC Mtg.	21	22	23	24
25	26	27	28	29	30	

# October 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 * National Night Out CC Mtg.	5	6	7	8
9	10 Columbus Day	11	12	13	14	15
16	17	18 CC Mtg.	19	20	21	22
23	24	25	26	27	28	29
30	31 Halloween					

# November 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 CC Mtg.	2	3	4	5
6	7	8	9	10	11 Veterans Day	12
13	14	15 CC Mtg.	16	17	18	19
20	21	22	23	24 Thanksgiving Day	25	26
27	28	29	30			

# December 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 CC Mtg.	7	8	9	10
11	12	13	14	15	16	17
18	19	20 CC Mtg.	21	22	23	24
25 Christmas	26	27	28	29	30	31



# City of Farmers Branch

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

## Staff Report

File Number: 16-137

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Study Session

**In Control:** City Council

**File Type:** Report

**Agenda Number:** A.5

**Discuss agenda items for future City Council meetings.**



# City of Farmers Branch

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

## Staff Report

File Number: 16-133

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Study Session

**In Control:** City Council

**File Type:** Report

**Agenda Number:** A.6

### **Reception for City Council Member Elect Ana Reyes for District 1 and newly elected City Council Member Elect Terry Lynne, for District 4.**

#### BACKGROUND:

Please join us in congratulating Council Member Elect Ana Reyes for re-election to District 1 and welcome our newly elected City Council Member Elect Terry Lynne, for District 4. Everyone is invited to attend a reception being held in their honor.



# City of Farmers Branch

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

## Staff Report

File Number: R2016-041

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Ceremonial

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** C.1

**Consider approving Resolution No. 2016-041 canvassing and declaring the results of the May 7, 2016, General Election for City Council District 1 and City Council District 4; and take appropriate action, including swearing in of duly elected City Council Members.**

### BACKGROUND:

The City of Farmers Branch held a General Election to elect one member to City Council for District 1 and one member to City Council for District 4 on May 7, 2016.

### DISCUSSION:

The following actions will be taken to canvass and certify the results of the May 7, 2016 General Election:

1. The Mayor reads the canvass statement in Resolution No. 2016-041
2. The City Council approves Resolution No. 2016-041
3. The Oath of Office is administered
4. The presentation of Certificates of Election

### RECOMMENDATION:

Motion to approve Resolution No. 2016-041 canvassing and declaring the results of the May 7, 2016, General Election for City Council District 1 and City Council District 4.

### ATTACHMENTS:

1. Resolution No. 2016-041



**RESOLUTION NO. 2016-041**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION FOR COUNCILMEMBER – DISTRICT NO. 1 AND COUNCILMEMBER - DISTRICT NO. 4 HELD MAY 7, 2016; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and,

**WHEREAS**, it is imperative to consider the returns of an election held on the May 7, 2016, for the purpose of electing the hereinafter named officials; and,

**WHEREAS**, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body as follows:

<b>CITY COUNCIL DISTRICT 1</b>						
<b>Candidate</b>	<b>Early Voting in Person</b>	<b>Early Voting by Mail</b>	<b>Election Day</b>	<b>Provisional EV/ED</b>	<b>Election Day ADA</b>	<b>Total</b>
<b>Ana Reyes</b>	21	1	28	0	0	50
<b>CITY COUNCIL DISTRICT 4</b>						
<b>Chuck Zubarik</b>	120	21	86	0	0	227
<b>Terry Lynne</b>	126	41	136	0	0	303

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

**SECTION 1.** Said election was duly called, notice of said election was given in accordance with law, and said election was held in accordance with law, and the following individuals, having received the majority of the votes cast in said election, are hereby declared to be duly elected to the following offices, subject to the taking of the oath of office as provided by the Constitution and laws of the State of Texas:

**City Council District 1: Ana Reyes**

**City Council District 4: Terry Lynne**

**SECTION 2.** It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general

public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**SECTION 3.** This resolution shall become effective immediately from and after its passage.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17<sup>th</sup> DAY OF MAY, 2016.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/4/16:76774)



# City of Farmers Branch

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

## Staff Report

File Number: 16-134

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Ceremonial

**In Control:** City Council

**File Type:** Report

**Agenda Number:** C.2

**Presentation honoring City Council Member Kirk Connally for his years of service on the Farmers Branch City Council.**

**BACKGROUND:**

Mayor Phelps will present Councilman Connally with a recognition plaque honoring for his past three years of service on City Council, for Place 4.



# City of Farmers Branch

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

## Staff Report

File Number: 16-112

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Ceremonial

**In Control:** City Council

**File Type:** Procedural Item

**Agenda Number:** C.3

### **Elect a Mayor Pro Tem and Deputy Mayor Pro Tem; and take appropriate action.**

#### BACKGROUND:

Per Section 2.05 of the City's Charter, the City Council shall elect from the Council Members a Mayor Pro Tem and a Deputy Mayor Pro Tem who will perform the duties of Mayor in case of the absence or disability of the Mayor.

The Mayor Pro Tem and Deputy Mayor Pro Tem will still be able to vote on matters coming before the City Council when acting as Mayor.

#### DISCUSSION:

This item has been placed on the agenda to give City Council Members the opportunity to elect a Mayor Pro Tem and a Deputy Mayor Pro Tem.

#### RECOMMENDATION:

A motion should be made to nominate a Mayor Pro Tem and Deputy Mayor Pro Tem.

#### ACTIONS:

- 1) Motion to nominate and elect a Mayor Pro Tem and Deputy Mayor Pro Tem.

#### ATTACHMENTS:

1. List of prior Mayor Pro Tem and Deputy Mayor Pro Tem

**MAYOR PRO TEM  
DEPUTY MAYOR PRO TEM**

2015-2016	Kirk Connally Harold Froehlich (Deputy)
2014-2015	Jeff Fuller Kirk Connally (Deputy)
2013-2014	Jeff Fuller Kirk Connally (Deputy)
2012-2013	David Koch Tim Scott (Deputy)
2011-2012	David Koch Michelle Holmes (Deputy)
2010-2011	Harold Froehlich Michelle Holmes (Deputy)
2009-2010	David Koch Tim Scott (Deputy)
2008 – 2009	Ben Robinson David Koch (Deputy)
2007-2008	Tim O’Hare Ben Robinson (Deputy)
2006-2007	Ben Robinson Tim O’Hare (Deputy)
2005-2006	Charlie Bird Ben Robinson (Deputy)
2004-2005	Bill Moses Charlie Bird (Deputy)
2003-2004	Paul Walden Bill Moses (Deputy)
2002-2003	Charlie Bird Paul Walden (Deputy)

2001-2002	Calla Davis Charlie Bird (Deputy)
2000-2001	Bill Moses Calla Davis (Deputy)
1999-2000	Jim Robbs Bill Moses (Deputy)
1998-1999	Charlie Bird Berry Grubbs (Deputy)
1997-1998	Calla Davis Charlie Bird (Deputy)
1996-1997	Bill Moses Calla Davis (Deputy)
1995-1996	Nancy Hardie Bill Moses (Deputy)
1994-1995	Ron Pyle Nancy Hardie (Deputy)
1993-1994	Calla Davis Ron Pyle (Deputy)
1992-1993	Bob Phelps Calla Davis (Deputy)
1991-1992	Bill Moses
1990-1991	Ron Pyle
1989-1990	Jeff Binford

Updated 08/19/2014



# City of Farmers Branch

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

## Staff Report

File Number: 16-131

Agenda Date: 5/17/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Appointment

Agenda Number: C.4

### **Consider Board and Commission appointments; and take appropriate action.**

#### **BACKGROUND:**

The City Secretary accepts applications throughout the year to fill vacant Board and Commission openings. Once a background check has been completed, submitted applications are kept on file for one year. As vacancies arise, City Council members may choose to make appointments to fill open positions(s).

#### **DISCUSSION:**

The following Boards/Commissions currently have vacancies:

**North Dallas County Water Supply Corporation** - Currently, the North Dallas County Water Supply has one vacancy for Place 1, an unexpired term ending January 1, 2019. City Administration is recommending appointment of City Engineer Marc Bentley to fill this vacancy.

**Valwood Improvement Authority** - Currently, the Valwood Improvement Authority Board has a vacancy for Place 3 and Place 5. Mr. Michael Fitzpatrick is seek reappointment to serve in Place 3, and has submitted an application along with a deed of record showing land ownership within the Valwood Improvement District.

The City has received the following applications from citizens that wish to serve on the Valwood Improvement Authority Board. To meet guidelines, the following applicants have agreed to provide a deed of record showing ownership of taxable property within 30 days, if appointed.

- James Brice
- David B. Koch
- Michelle M. Holmes
- Joseph Dingman
- Carol Dingman

#### **RECOMMENDATION:**

City Administration recommends appointing Marc Bentley, to Place 1, for an unexpired term ending January 1, 2019 and appointing (2) members to the Valwood Improvement Authority for Place 3 and Place 5, for terms expiring December 31, 2017.

#### **ATTACHMENTS:**

1. Board Member List - North Dallas Water Supply
2. Board Application
3. Board Member List - Valwood Improvement Authority Board
4. Board Application(s)

**ACTION:**

1. Move to approve appointing the following Board Members:

**North Dallas County Water Supply Corporation:**

- Marc Bentley, Place 1 for an unexpired term ending 1/1/19; and

**Valwood Improvement Authority Board:**

- \_\_\_\_\_, Place 3 for a term expiring 12/31/17; and  
\_\_\_\_\_, Place 5 for a term expiring 12/31/17; with the stipulation  
*appointed Valwood Improvement Board Members must provide a deed of record showing ownership of taxable property within Valwood Improvement District, no later than 30 days of appointment.*

2. Move to take no action and seek more applicants.

NORTH DALLAS COUNTY WATER SUPPLY CORPORATION

	NAME	APPOINTMENT DATE	TERM EXPIRES		
1	Vacant		1/1/2019		
2	Charles Cox		1/1/2019		
3	Randy Walhood		1/1/2019		
	Vacancy - 1				
	<b>NO TERM LIMITS- ORD 3331</b>				



FARMERS  
BRANCH

APPLICATION  
BOARDS AND COMMISSIONS

NAME: Marc Bentley WORK NUMBER: 972-919-2593

ADDRESS: 13000 William Dodson HOME NUMBER: 214-957-1406

E-mail Address marc.bentley @ farmersbranchtx.gov

Spouse's Name (optional): \_\_\_\_\_

Resident of Farmers Branch \_\_\_\_\_ years. Registered Voter?  Yes # \_\_\_\_\_ No

If less than 2 years: prior address \_\_\_\_\_ Length \_\_\_\_\_

Occupation: City Engineer

Employer: City of Farmersbranch

Address (optional): \_\_\_\_\_

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

\_\_\_\_\_

List memberships of any Civic Organizations:

\_\_\_\_\_

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

P.E. & CFM - Professional Engineer & Certified Flood  
Plain manager

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)

\_\_\_\_\_ SUSTAINABILITY COMMITTEE (3 Year Term)

North Dallas Water Supply Board

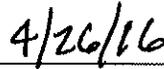
OTHER \_\_\_\_\_

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



DATE

*This application will be held on file for one year*

VALWOOD IMPROVEMENT AUTHORITY

	NAME	APPOINTMENT DATE	TERM EXPIRES		
1	Rick Medinis	1/0/15	12/31/2017		
3	Michael Fitzpatrick	1/0/91	12/31/2015		
5	Vacant		12/31//2015		
	Pat Canuteson - Executive Director hired in 1989				
	Expired Terms				
	<b>NO TERM LIMITS- ORD 3331</b>				

APR 18 2016



FARMERS BRANCH

CITY MANAGER'S OFFICE

BOARDS AND COMMISSIONS APPLICATION

NAME: James Brice WORK NUMBER: 972 288 306

ADDRESS: [REDACTED] HOME NUMBER: [REDACTED]

E-mail Address [REDACTED]

Spouse's Name (optional): \_\_\_\_\_

Resident of Farmers Branch \_\_\_\_\_ years. Registered Voter? Yes # No

If less than 2 years: prior address \_\_\_\_\_ Length \_\_\_\_\_

Occupation: ~~Real Estate~~ Commercial Real Estate

Employer: Holt + Lunsford Commercial

Address (optional): 5055 Keller Springs Rd Suite 300 Addison TX 75001

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

List memberships of any Civic Organizations: \_\_\_\_\_

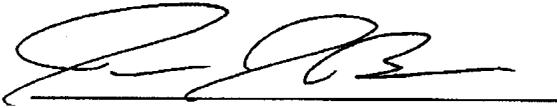
List any particular qualifications which you think might be beneficial in serving on a board \_\_\_\_\_

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

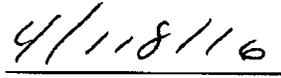
- ANIMAL SHELTER ADVISORY COMMITTEE (2 Year Term)
- METROCREST HOSPITAL AUTHORITY (2 Year Term)
- LIBRARY BOARD (2 Year Term)
- PARKS AND RECREATION BOARD (2 Year Term)
- PLANNING AND ZONING COMMISSION (3 Year Term)
- SENIOR ADVISORY BOARD (MUST BE 50 YRS OF AGE OR OLDER) (2 Year Term)
- ZONING BOARD 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 \_\_\_\_\_

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. 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



DATE

*This application will be held on file for one year*

APR 18 2016



FARMERS BRANCH

CITY MANAGER'S OFFICE

BOARDS AND COMMISSIONS APPLICATION

NAME: DAVID B. KOCH WORK NUMBER: (972) 419-4767

ADDRESS: [REDACTED] HOME NUMBER: [REDACTED]

E-mail Address: [REDACTED]

Spouse's Name (optional): \_\_\_\_\_

Resident of Farmers Branch 50+/- years. Registered Voter? Yes # \_\_\_\_\_ No

If less than 2 years: prior address \_\_\_\_\_ Length \_\_\_\_\_

Occupation: ATTORNEY

Employer: Coats Rose

Address (optional): 14755 PRESTON Rd., Ste. 600 DALLAS TX 75254

If any previous Board or Commission experience (in any City), state details:  
CITY COUNCIL 2007-13  
METROCREST HOSPITAL AUTHORITY 2008-2013

List memberships of any Civic Organizations:  
FARMERS BRANCH CHAMBER OF COMMERCE, JESUIT ALUMNI ASSOCIATION, WASHINGTON & LEE ALUMNI ASSOCIATION

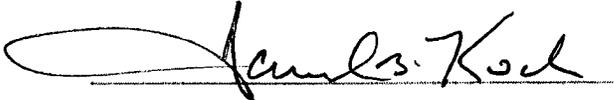
List any particular qualifications which you think might be beneficial in serving on a board  
Working knowledge of City management structure and needs.  
Extensive experience in developing and implementing plans and strategies.

CHECK WHICH BOARD(S) YOU WOULD LIKE TO SERVE ON: Experience in team building leadership.

- 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 \_\_\_\_\_

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

4/13/16  
DATE

*This application will be held on file for one year*

SCANNED

APR 20 2016



FARMERS BRANCH

CITY MANAGER'S OFFICE

BOARDS AND COMMISSIONS APPLICATION

NAME: <sup>m.</sup> Michelle Holmes WORK NUMBER: 214.468.7217

ADDRESS: [REDACTED] HOME NUMBER: [REDACTED]

E-mail Address: [REDACTED]

Spouse's Name (optional): Bob Holmes

Resident of Farmers Branch 16 years. Registered Voter? Yes # (circled) No

If less than 2 years: prior address n/a Length \_\_\_\_\_

Occupation: Wealth Management Associate

Employer: Morgan Stanley Wealth Mgmt.

Address (optional): 300 Crescent Court, Suite 120, Dallas 75201

If any previous Board or Commission experience (in any City), state details:  
Nea's Kids, Charter Review Committee, Bond Review Committee, Business Community Relations Board, City Council 2009-2012.

List memberships of any Civic Organizations:  
Farmers Branch Woman's Club; Friends of the Branch

List any particular qualifications which you think might be beneficial in serving on a board  
27 years experience in financial services industry, served on PB City Council for 3 years, have lived in FB for 16 years.

- 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 \_\_\_\_\_

4-26-16 Has agreed to provide deed ownership of taxable land within 30 days, IF appointed.

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.

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M. Holmes  
SIGNATURE

4.19.16  
DATE

*This application will be held on file for one year*

SCANNED

APR 20 2016



CITY MANAGER'S OFFICE

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

NAME: Joseph Dingman WORK NUMBER: \_\_\_\_\_

ADDRESS: [REDACTED] HOME NUMBER: [REDACTED]

E-mail Address [REDACTED]

Spouse's Name (optional): \_\_\_\_\_

Resident of Farmers Branch 45 years. Registered Voter? Yes # \_\_\_\_\_ No

If less than 2 years: prior address \_\_\_\_\_ Length \_\_\_\_\_

Occupation: Financial Exec

Employer: self

Address: home

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

List memberships of any Civic Organizations: \_\_\_\_\_

List any particular qualifications which you think might be beneficial in serving on a board Bought, Sold, Managed 20 MM SF Comm P. E President of charitable housing operator

CHECK WHICH BOARD(S) YOU WOULD LIKE TO SERVE ON AND ORDER OF PREFERENCE: 762 units

- ANIMAL SHELTER ADVISORY COMMITTEE
- METROCREST HOSPITAL AUTHORITY
- LIBRARY BOARD
- PARKS AND RECREATION BOARD
- PLANNING AND ZONING COMMISSION
- SENIOR ADVISORY BOARD (MUST BE 55 YEARS OF AGE OR OLDER)
- ZONING BOARD OF ADJUSTMENT AND BUILDING CODE BOARD OF APPEALS
- HISTORICAL PRESERVATION AND RESTORATION BOARD
- INDUSTRIAL DEVELOPMENT CORPORATION
- HOUSING FINANCE CORPORATION
- VALWOOD IMPROVEMENT AUTHORITY (MUST BE LANDOWNER IN VALWOOD IMPROVEMENT DISTRICT) ?
- COMMUNITY WATCH COMMITTEE
- FAMILY ADVISORY BOARD
- OTHER Sustainability

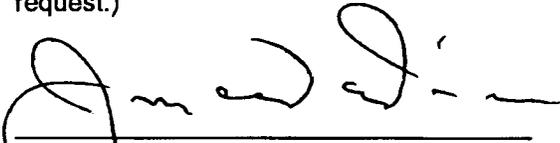
4-26-14 Has agreed to provide deed ownership of taxable land within 30 days if appointed to Valwood Improvement.

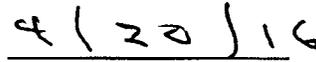
PLEASE FEEL FREE TO CONTACT THE INDIVIDUAL CITY COUNCIL MEMBERS.

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. ALSO UNDERSTAND AND ACKNOWLEDGE THAT IF I AM APPOINTED TO A BOARD OR COMMISSION, THE TEXAS PUBLIC INFORMATION ACT (TEX.GOV. 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. I HEREBY DIRECT THAT THE CITY OF FARMERS BRANCH NOT DISCLOSE THE FOLLOWING PERSONAL INFORMATION ABOUT ME:

- (1) Home Address
- (2) Home Telephone Number
- (3) Social Security Number
- (4) Information that reveals whether I have family members

(Delete one or more of the above if you DO want to make the information subject to public disclosure on request.)

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

PLEASE USE OTHER SIDE FOR ADDITIONAL COMMENTS

*This application will be held on file for one year*



FARMERS  
BRANCH

**BOARDS AND COMMISSIONS  
APPLICATION**

NAME: MICHAEL J. FITZPATRICK WORK NUMBER: 972-888-9515

ADDRESS: [REDACTED] HOME NUMBER: [REDACTED]

E-mail Address: [REDACTED]

Spouse's Name (optional): NANCY

Resident of Farmers Branch N/A years. Registered Voter? Yes # 1090258539 No

If less than 2 years: prior address N/A Length 35 YEARS

Occupation: FORMER CFO OF TD INDUSTRIES, INC, BOARD MEMBER + EMPLOYEE OF TD INDUSTRIES

Employer: TD INDUSTRIES, INC

Address (optional): 13850 DIPLOMAT DRIVE, DALLAS, TX 75234

If any previous Board or Commission experience (in any City), state details:  
I HAVE BEEN ON THE VALWOOD IMPROVEMENT AUTHORITY BOARD FOR MORE THAN 20 YEARS

List memberships of any Civic Organizations:  
\_\_\_\_\_  
\_\_\_\_\_

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

**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 \_\_\_\_\_

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SIGNATURE

3-22-16

DATE

*This application will be held on file for one year*



FARMERS  
BRANCH

APPLICATION  
BOARDS AND COMMISSIONS

NAME: Carol Dingman

WORK NUMBER: \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME NUMBER: \_\_\_\_\_

E-mail Address \_\_\_\_\_

Spouse's Name (optional): \_\_\_\_\_

Resident of Farmers Branch 45+ years. Registered Voter? Yes # \_\_\_\_\_ No

If less than 2 years: prior address \_\_\_\_\_ Length \_\_\_\_\_

Occupation: retired mostly

Employer: \_\_\_\_\_

Address (optional): \_\_\_\_\_

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

see attached

List memberships of any Civic Organizations:

see attached

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

current knowledge of city issues

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)
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- 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)
- SUSTAINABILITY COMMITTEE (3 Year Term)

OTHER \_\_\_\_\_

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Carol Dingman

SIGNATURE

4-26-2016

DATE

*This application will be held on file for one year*



# City of Farmers Branch

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

## Staff Report

File Number: 16-135

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Report

**Agenda Number:** G.1

**Consider approval of minutes of the City Council meeting held on May 3, 2016;  
and take appropriate action.**



## City of Farmers Branch

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

### Meeting Minutes

### City Council

Tuesday, May 3, 2016

6:00 PM

Council Chambers

#### Study Session Meeting to be held at 3:00 PM in the Study Session Room

- Presiding:** 1 - Mayor Bob Phelps
- Present:** 4 - Deputy Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Mayor Pro Tem Kirk Connally, Council Member Ana Reyes
- Absent:** 1 - Council Member Mike Bomgardner
- Staff:** 14 - Charles Cox City Manager, Amy Piukana City Secretary, Pete Smith City Attorney, Sid Fuller Police Chief, David Hale Deputy Police Chief, John Land Managing Director Operations, LaJeana Thomas Executive Assistant Administration, Stephanie Hall Economic Development Assistant, Andy Gillies Community Services Director, Randy Walhood Public Works Director, Hugh Pender Building Official, Katy Evans Environmental Health Manager, Mitzi Davis Parks and Recreation Project Manager, Jeff Harting Parks and Recreation Director

#### A. **STUDY SESSION**

Mayor Phelps called the meeting to order at 3:00 p.m.

##### A.1 [16-124](#) **Discuss regular City Council meeting agenda items.**

Council Member Norwood asked for discussion regarding Regular Agenda Item C.5, regarding Central Regional Wastewater System (CRWS) Authorized Representative & Alternate Designation being a Ceremonial Item. City Manager Charles Cox explained all appointments have been made under Ceremonial Items in the past, noting a motion will be necessary with a final Council vote.

Deputy Mayor Pro Tem Froehlich stated he has served on this board in the past, and asked City Council if anyone is interested in serving on the board. Council Member Reyes expressed interest in serving. Deputy Mayor Pro Tem Froehlich noted he supports Council Member Reyes being appointed to the board.

Council Member Norwood asked if the City is still in negotiations with City of Lewisville regarding an agreement for landfill expansion. City Manager Charles Cox explained there are no issues with the expansion permit, however; the city is still in the negotiation process with City of Lewisville.

After discussion, Council Member Norwood asked that Agenda Item G.3, regarding Resolution No. 2016-049 in support of the application of Windy Ridge, LLC. to the Texas Commission on Environmental Quality for a Municipal Settings Designation for property located at 1000 Lake Ridge Road in Lewisville, Texas, be tabled to the May 17, 2016, City Council meeting to allow the interlocal agreement to be finalized. City Council agreed to table this item to the next regular City Council meeting.

**A.2 [16-125](#) Discuss agenda items for future City Council meetings.**

Deputy Mayor Pro Tem Froehlich asked for a future item to discuss Animal Shelter fees. Council Member Reyes asked for information regarding pet micro chipping services. Mr. Cox stated a future item regarding trash bins will be added to the May 17, 2017, City Council agenda as a study session item to allow for discussion. Council Member Norwood asked for discussion regarding City Council's future meeting calendar. Council Member Reyes asked for an update regarding the creek, as an Executive Session item.

**A.3 [16-113](#) Reception honoring Council Member Kirk Connally for his service as Farmers Branch City Council Member, District 4.**

Mayor Phelps invited everyone to attend a reception in honor of Councilman Kirk Connally for three years of service as City Council Member District 4. Mayor Phelps noted the Council will recess into Executive Session prior to attending the reception which begins at 5:30 p.m. downstairs.

Council recessed into Executive Session at 3:22 p.m.

Mayor Phelps skipped to Agenda Item J., Executive Session.

**J. EXECUTIVE SESSION**

**J.1 [16-127](#) Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding:**

- *Discuss Economic Development Incentive for Project Echo*

Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate regarding:

- *Discuss the purchase, exchange, lease, or sale of real property located north of Valley View Lane, east of Josey Lane, west of Denton Drive, and south of Farmers Branch Lane*

**Council may convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate regarding:**

- *Personnel Matters - Discussion of selection process and criteria for appointment of a City Manager*

Mayor Phelps recessed from closed executive session at 4:24 p.m.

The Council attended a reception at 5:30 p.m. honoring Councilman Connally.

Mayor Phelps called the Regular Meeting to order at 6 p.m.

**B. INVOCATION & PLEDGE OF ALLEGIANCE**

Mayor Phelps provided the Invocation and led the Pledge of Allegiance.

**C. CEREMONIAL ITEMS**

**C.1 [16-130](#) Presentation of a proclamation declaring May as Motorcycle Safety and Awareness month in Farmers Branch.**

Mayor Phelps presented a proclamation declaring May 2016 as Motorcycle Safety and Awareness Month.

**C.2 [16-122](#) Proclamation recognizing the month of May as Older Americans month in Farmers Branch.**

Mayor Phelps presented a proclamation recognizing the month of May 2016 as Older Americans Month in Farmers Branch.

**C.3 [16-121](#) Proclamation recognizing the month of May as National Bike month in Farmers Branch.**

Mayor Phelps read a proclamation recognizing the month of May as National Bike Month in Farmers Branch.

**C.4 [16-126](#) Consider accepting a donation from the Farmers Branch Rainbow Girls in the amount of \$1,500 to the Police Department K9 program; and take appropriate action.**

Motion made by Mayor Pro Tem Connally to accept a donation from the Farmers Branch Rainbow Girls in the amount of \$1,500 for the Police Department K9 program. 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, Council Member Norwood

**C.5 [16-131](#) Consider Board and Commission appointments; and take appropriate action.**

Motion made by Council Member Norwood to appoint Council Member Reyes to the Trinity River Authority's Central Wastewater Treatment System Advisory Committee and appoint Craig Hahn as alternate member. Motion seconded by Deputy Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

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

Mayor Phelps skipped to Agenda Item K.

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

As a result of Executive Session item Section 551.087 of the Texas Government Code to:

- *Personnel Matters - Discussion of appointment of a City Manager*

Mayor Phelps made a motion to appoint Charles Cox as City Manager and authorize a negotiated signed contract. Motion seconded by Deputy Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

**Aye: 5 -** Mayor Phelps, Mayor Pro Tem Connally, Deputy Mayor Pro Tem Froehlich, Council Member Reyes, Council Member Norwood

As a result of executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding:

- Economic Development Incentive for Project Echo

Motion made by Council Member Norwood to authorize the City Manager to negotiate and execute on behalf of the City an economic development incentive agreement with Project Echo to provide: (1) ten years of annual economic development grants equivalent to a percentage of the property taxes assessed the company's business personal property in excess of the 2016 value as determined by the Appraisal District of 100% for years 1 and 2, 75% for years 3 and 4, 50% for years 5,6,7, and 25% for years 8-10; and (2) rebate/waiver of sewer charges for company utility accounts with over 75 million gallons, conditioned on the company purchasing and occupying the real property for a period of 10 years; (3) the minimum taxable value of the business personal property for years 1-5 of at least \$25 million and for years 6-10 at least \$50 million; and (4) that the standard City terms and conditions for incentive agreements to apply. Motion seconded by Deputy Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

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

As a result of closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate regarding:

- *Discuss the purchase, exchange, lease, or sale of real property located north of Valley View Lane, east of Josey lane, west of Denton Drive, and south of Farmers Branch Lane*

Motion made by Deputy Mayor Pro Tem Froehlich that the City Manager be authorized to negotiate and execute a purchase and sale agreement to purchase 2645 Dixiana Drive Farmers Branch, Texas for \$125,000 plus customary costs of closing; and that the City Manager be further authorized to take such other actions and execute such other

documents necessary to close the transaction as deemed necessary by the City Attorney. Motion seconded by Mayor Pro Tem Connally. Motion approved by the following vote:

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

**D. REPORT ON STUDY SESSION ITEMS**

Council Member Reyes provided an update regarding Study Session items.

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

City Manager Charles Cox provided the following report and community interest items:

- There will be a Board and Commissions Recruitment event May 10th at 6 p.m. here at City Hall. 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. Please call the City Secretary's office at 972.919.2503 or come by City Hall on May 10th to find out more.
- The all-new Farmers Branch Market grand opening is this Saturday, May 7 in The Grove at Mustang Station. The market will feature produce vendors along with arts, crafts and specialty items for sale. Farmers Branch Market will be open every Saturday from 8 a.m. to 12 noon, early May through the end of October.
- Another event happening this weekend, located at the Historical Park, is the Migratory Birds Bird Walk presented by Audubon Texas on Saturday the 7th from 9 to 11 a.m.
- Reminder today is last day of early voting and Election Day is May 7, 2016, with voting from 7 a.m. to 7 p.m.

**F. CITIZEN COMMENTS**

The following citizens wished to speak under Citizens Comments:

Jonas Greene, spoke in support of recycling program, but expressed concerns with Ordinance No. 3360, in regards to trash bins. Mr. Greene stated the bins keep wild animals from getting into trash bags, and asked City Council to review amending this ordinance.

**G. CONSENT AGENDA**

- G.1 [16-123](#) Consider approving minutes of the April 19, 2016, regular City Council meeting; and take appropriate action.**
- G.2 [R2016-048](#) Consider approving Resolution No. 2016-048 accepting a grant from the Criminal Justice Division of the Governor's Office for Body-Worn Cameras in the amount of \$29,400 and authorizing a 25% grant match of \$7,350 from the City; and take appropriate action.**

Motion made by Connally to approve Consent Items G.1, and G.2, as presented. Motion second by Council Member Norwood. Motion prevailed by the following vote:

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

- G.3** [R2016-049](#) **Consider approving Resolution No. 2016-049 in support of the application of Windy Ridge, LLC. to the Texas Commission on Environmental Quality for a Municipal Settings Designation for property located at 1000 Lake Ridge Road in Lewisville, Texas; and take appropriate action.**

This item was tabled to the May 17, 2016, City Council meeting.

## **H. PUBLIC HEARINGS**

- H.1** [ORD-3367](#) **Conduct a public hearing and consider adopting Ordinance No. 3367 approving a Specific Use Permit for a nursing school facility located at 2711 LBJ Freeway; and take appropriate action.**

Community Development Director Andy Gillies briefed City Council regarding this item noting the applicant is proposing to create a Specific Use Permit for a nursing school facility to be located at 2711 LBJ Freeway. Mr. Gillies stated the applicant is proposing to redesign two floors of the Meridian Office Building to accommodate Arizona College Nursing School. He further explained this facility will be used to educate students pursuing a bachelor's degree in nursing. Mr. Gillies noted the site is located within the Planned Development Zoning District No. 74 (PD-74) which requires a Specific Use Permit by City Council.

Council Member Norwood asked what other occupant uses are within the building. Mr. Gillies explained neighboring uses are law offices, real estate, accountants, explaining it's compatible for a classroom type of use. Mr. Gilles further stated the parking is adequate for this type of use.

After discussion, Mayor Phelps opened the public hearing. There were no citizens that wished to speak.

Motion made by Council Member Norwood to close the Public Hearing and adopt Ordinance No. 3367, as presented. Motion seconded by Mayor Pro Tem Connally. Motion prevailed by the following vote:

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

- H.2** [ORD-3368](#) **Conduct a public hearing and consider adopting Ordinance No. 3368 approving text amendments to Article 8, "Definitions and Explanations Noted in Use Regulations" of the Comprehensive Zoning Ordinance; and take appropriate action.**

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies explained with the recent redevelopment efforts of the East Side, staff has

determined necessary revisions to the Comprehensive Zoning Ordinance to encourage specific commercial activity. Mr. Gillies explained the intent to amend the ordinance, separates the two uses, Art Gallery and Museum, and divides them into individual categories with individual definitions for additional clarity and redevelopment flexibility. After discussion, Mayor Phelps opened the public hearing. There were no citizens that wished to speak.

Motion made by Mayor Pro Tem Connally to close the Public Hearing and adopt Ordinance No. 3368, as presented. Motion seconded by Deputy Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

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

**I. REGULAR AGENDA ITEMS**

- I.1 [R20146-046](#) **Consider approving Resolution No. 2016-046 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 2707 Farmers Branch Lane; and take appropriate action.**

Managing Director John Land briefed City Council regarding this item. Mr. Land explained the applicant is applying for Demo Rebuild Option Two, an incentive equal to 10 times the amount of the increase in City property tax paid on the difference between the original home appraised value prior to demolition and the value of the new construction, as determined by the Dallas County Appraisal District for the year following completion of construction. 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, if requested. Mr. Land introduced the applicant Mr. Jerry Smith. He asked for Council's approval for this incentive agreement noting he is a long time resident of Farmers Branch. Mr. Land stated this is our 44<sup>th</sup> participant in the Demolition Rebuild Program noting 42 have moved forward with construction, noting the program is very strong.

After discussion, Deputy Mayor Pro Tem Froehlich made a motion to approve Resolution No. 2016-046, as presented. Motion seconded by Mayor Pro Tem Connally. Motion prevailed by the following vote:

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

- I.2 [ORD-3369](#) Consider adopting Ordinance No. 3369 authorizing the issuance of City of Farmers Branch, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016, in an aggregate principal amount not to exceed \$2,600,000 for public safety improvements, equipment and supporting systems for the Farmers Branch Justice Center; awarding the sale of the Certificates, levying a tax in payment thereof and providing for the security for and payment of said Certificates; approving the official statement and a paying agent/registrars agreement; enacting other provisions relating thereto; declaring an effective date; and take appropriate action.

City Manager Charles Cox briefed City Council regarding this item. Mr. Cox introduced Mr. W. Boyd London, Jr. who reviewed the Bond Rating results, noting the City of Farmers Branch received AA+ Rating, noting this is a great rating. He recommended City Council review and consider approval. Mr. London reviewed First Southwest Company "Bond Buyer's Index, Bids submitted via PARITY Results, Bond Debt Service Final Pricing Rates, Bond Pricing, and Bond Summary Statistics. Mr. Boyd noted the following rating of AA+ reflects the following opinion of Farmer's Branch:

- Strong economy, with access to the broad and diverse DFW/Arlington metropolitan statistical area (MSA).
- Adequate budgetary performance, with an operating surplus in the general fund balance in FY 2015 of 25% of operating expenditures;
- Very strong budgetary flexibility, with an available general fund balance in FY 2015 of 25% of operating expenditures;
- Very strong liquidity, with total government available cash and investments at 47.2% of total adjusted governmental fund expenditures and 6.0x governmental debt service;
- Very strong management with "strong" financial policies and practices under our financial management assessment (FMA) methodology;
- Strong debt and contingent liability position, with debt service carrying charges at 7.8% of adjusted expenditures and net direct debt that is 63% of adjusted total governmental fund revenue, as well as rapid amortization of principal; and
- Strong institutional framework score.

After discussion, Deputy Mayor Pro Tem Froehlich made a motion to adopt Ordinance No. 3369, as presented. 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, Council Member Norwood

## L. ADJOURNMENT

Motion made by Mayor Pro Tem Connally to adjourn the meeting at 6:53 p.m. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

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

The meeting adjourned at 6:53 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

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



# City of Farmers Branch

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

## Staff Report

File Number: R2016-044

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.2

**Consider approving Resolution No. 2016-044 authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line; and take appropriate action.**

### BACKGROUND:

On July 5, 2011, a Master Agreement with Dallas County was approved. The Master Agreement includes the details of the responsibilities of both Dallas County and the City for administering future projects. The Master Agreement is not project specific and does not obligate funds on the part of either Dallas County or the City. After execution of a Master Agreement, in order to initiate a project, Dallas County and the City must execute a Funding Agreement.

The Funding Agreement provides for the funding of the Westside Trail connection. The scope of the project is a 3.3 mile multi-modal trail facility beginning at the Farmers Branch DART Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate trail width of 10' - 12'. In between these two end points the trail will run through the Mercer Crossing Development. This connection has been planned at both the local and the regional level through the Veloweb (regional non-motorized trail network) and the City's Trail Master Plan.

### DISCUSSION:

The total project expenditures are anticipated to be \$3,000,000 with 50% funded through the County and 50% funded in the City's Capital Improvement Program budget.

Dallas County has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager. The project will commence upon the County's selection of a Project Manager.

### RECOMMENDATION:

City Administration recommends approval of Resolution No. 2016-044 entering into the Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line.

### POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-044, authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail

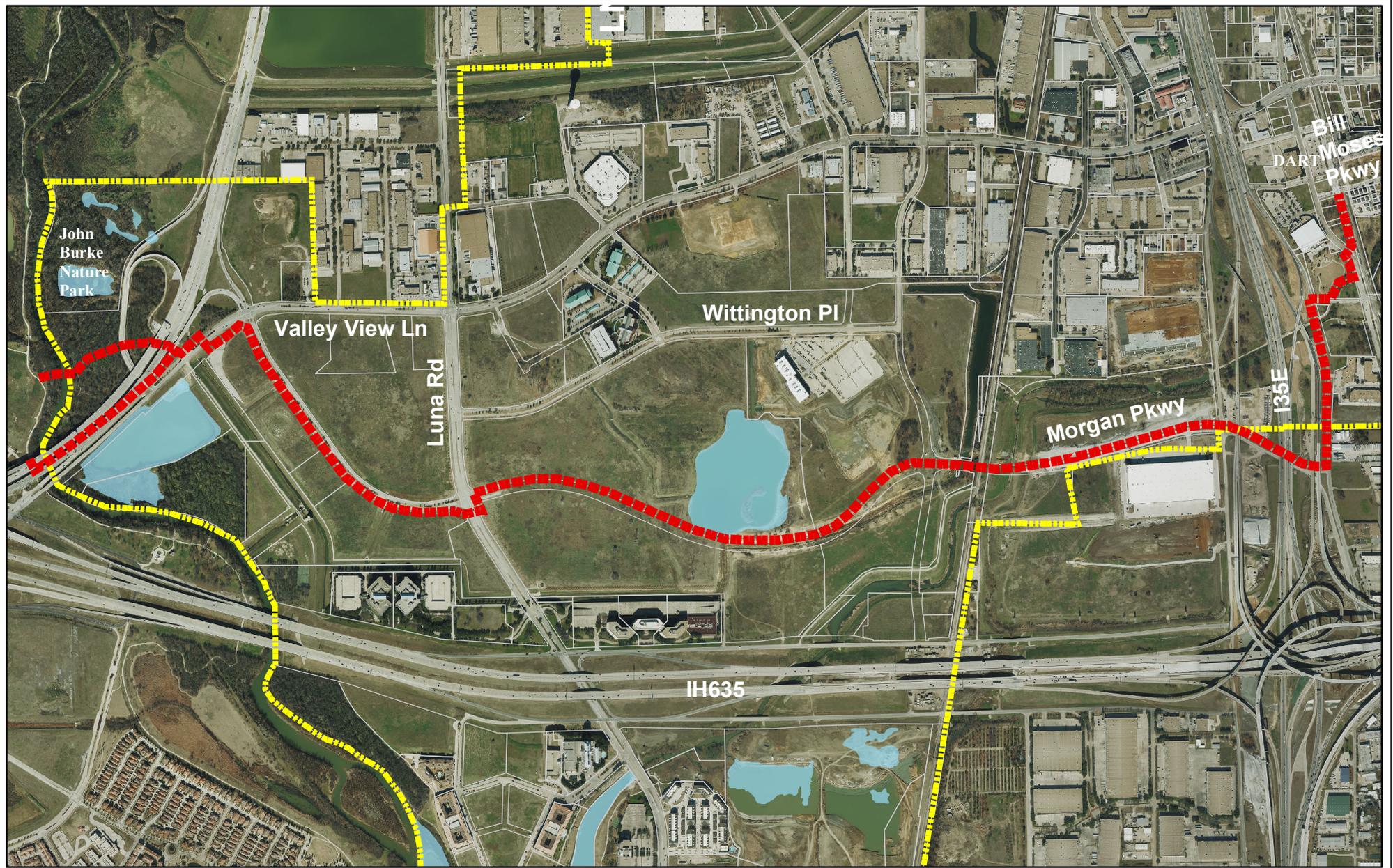
connection from the DART Farmers Branch Station to the west City limit line.

2. I move to approve Resolution No. 2016-044, authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line with modifications.

3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Location Map
2. Resolution No. 2016-044
3. Exhibit "A" to Resolution No. 2016-044



■■■■■ PROPOSED WEST SIDE TRAIL PROJECT

# LOCATION MAP



Date: 4/11/2016



**RESOLUTION NO. 2016-044**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS AUTHORIZING APPROVAL OF A DALLAS COUNTY CAPITAL IMPROVEMENT PROJECT FUNDING AGREEMENT WITH DALLAS COUNTY RELATIVE TO THE WESTSIDE TRAIL CONNECTION FROM THE DART FARMERS BRANCH STATION TO THE WEST CITY LIMIT LINE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County of Dallas has approved a Capital Improvement Project Funding Agreement (“FA”) to provide funds for the construction of a multi-modal trail facility from the DART Farmers Branch Station to the west city limits connecting to the City’s John F. Burke Nature Preserve and Campion Trail (the Project); and

**WHEREAS**, City Administration has reviewed the FA and recommends that the City enter into the FA and provide the required matching funds for the Project; and

**WHEREAS**, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to accept the recommendation of the City Administration;

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

**SECTION 1.** The City Manager is authorized to sign on behalf of the City a Dallas County Capital Improvement Project Funding Agreement (“FA:”) with the County of Dallas substantially in the form attached hereto as Exhibit “A”, and incorporated herein by reference to provide funding for the Project.

**SECTION 2.** The City Manager is further authorized to take such actions as may be necessary to perform the City’s obligations set forth in the FA including providing the City’s matching funds in the amount of \$1,500,000.00 from current funds available in the City’s Capital Improvement Program Budget.

**SECTION 3.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17<sup>th</sup> DAY OF MAY, 2016.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

---

Peter G. Smith, City Attorney  
(kbl:4/7/16:76330)

EXHIBIT "A" TO RESOLUTION NO. 2016-044

DALLAS COUNTY CAPITAL IMPROVEMENT  
PROJECT FUNDING AGREEMENT

The City of Farmers Branch, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Funding Agreement, hereinafter called "FA", in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2011-1203 dated July 5, 2011, which approved specified projects including improvements on Westside Trail from the DART Farmers Branch Station near downtown Farmers Branch to the west City limit where it will connect with the Campion Trail, John F. Burke Nature Preserve, MCIP Project 20501, hereinafter called "Project".

Witnesseth

WHEREAS, the Project is located within City's incorporated limits; and

WHEREAS, County has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager; and

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code Section 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

NOW THEREFORE THIS FUNDING AGREEMENT is made by and entered into by the City and the County for the mutual consideration stated herein.

Article I.

Project Funding Agreement

This FA is between County and City to establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both City and County. This FA is to specifically identify the Project as well as any changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement which is hereby incorporated herein as if written word for word and any additions thereto. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this FA, this FA shall control.

Article II

Term of Agreement

This FA shall become effective on the last date of execution hereof (the "Effective Date") and shall terminate by the following:

1. Incorporated into the Project Specific Agreement; or

2. Terminated upon the terms and conditions as set forth in the Master Agreement, Article IV Section A, Termination.

Article III  
Incorporated Documents

This FA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2011 1203 dated July 5, 2011, and additions thereto as incorporated herein ("Master Agreement").
2. Project Scoping Sheets, attached and incorporated herein as Attachment "A".
3. Current Cost Estimates and Funding Sources attached and incorporated herein as Attachment "B".
4. Project location Map, as shown in Attachment "C".
5. City's executed Master Plan as attached and incorporated herein as Attachment "D".

Article IV  
Project Description

This FA is entered into by the parties to provide the Preliminary Feasibility Study and/or the final approved preliminary engineering, specifications and estimates (hereinafter "PS&E") which will define the Project. The Project is defined as a 3.3 mile multi-modal trail facility beginning at the DART Farmers Branch Rail Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate width of 10'-12' ("the Trail"). In between these two important end points, the Trail will run through the middle of the proposed Mercer Crossing Development which will be a major employment area when completed. The Project is also defined as it runs through Mercer Crossing. The Trail will parallel Mercer Parkway, a new road to be constructed, for 2.3 miles. In addition to these improvements, the Project will also include sidewalk connections on Luna Road from Valley View Lane to Mercer Parkway, providing access to an existing employment center. This connection has been planned at both the local and regional level by way of both the Regional Veloweb and City's Trail Master Plan. City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V  
Fiscal Funding

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against County regarding this FA, specifically including any funding by County of the Project in the event that County is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding,

or if funds become unavailable in whole or part, County, at its sole discretion, may provide funds from a separate source or terminate this FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City regarding this FA, specifically including any funding by City of the Project in the event that City is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, as its sole discretion, may provide funds from a separate source or terminate this FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

#### Article VI Agreements

- I. County and City covenant and agree as follows:
1. County will be the Lead Agency for the Project.
  2. To execute the necessary agreements for the implementation of design and construction of Project mutually agreed upon and incorporated herein by this FA.
  3. The Project may require the acquisition of road right-of-way within the alignment which is all real property needed or convenient for roadway purposes as shown in the Project design or right-of-way plans and shall include all real property outside of the designed right-of-way needed or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of County as Lead Agency, and shall be funded as part of Project costs. Such acquisitions will be in the ownership of City as City solely will be responsible for maintenance after construction is completed.
  4. The Preliminary Feasibility Study and/or PS&E will be submitted to City for approval, prior to proceeding with the final design and any right of way acquisition. City shall review and comment on the PS&E within thirty (30) days after delivery to City. If County has not received comments within thirty (30) days of the PS&E to City, County will assume City has reviewed the plans, had no comments, and the Project may proceed. This FA will be amended when City approves preliminary alignment and preliminary plans are completed.

#### Article VII Funding

- I. County and City mutually agrees to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this FA, any amendment thereto, or any other agreement between the parties regarding this Project, County's total obligation to this Project is to provide funding in the amount not to exceed One Million Five Hundred Thousand Dollars and no cents (\$1,500,000.00), reduced by all County in-house delivery costs of the total Project cost.
2. Project costs may include all County Project delivery costs including, but not limited to, preliminary scoping and research, preliminary design services, special services, primary design services, right of way acquisition, administration, inspection, laboratory services and construction.
3. City agrees to provide funding for the Project in the amount not to exceed One Million Five Hundred Thousand Dollars and no cents (\$1,500,000.00). City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County. City will pay Project costs as invoiced by County.
4. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791, Texas Government Code.
5. Preliminary cost estimates will be generated to review budget if adequate or scope will be modified as agreed by City-County.

Article VIII  
Miscellaneous

- I. No Third Party Beneficiaries. The terms and provisions of this FA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This FA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This FA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this FA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas  
Ms. Alberta L. Blair, P.E.  
Director of Public Works  
Dallas County Administration Building  
411 Elm Street, Fourth Floor  
Dallas County, Texas 75202-3389

To City: City of Farmers Branch  
Jeff Harting  
Director of Parks and Recreation  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

With copy to:  
Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

Either party may change its address for notice by giving the other party notice thereof.

- IV. Assignment. This FA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This FA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this FA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Effective Date. This FA shall commence on the Effective Date. The Effective Date of this FA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- IX. Counterparts. This FA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- X. Severability. If one or more of the provisions in this FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.

XI. Entire Agreement. This FA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the FA.

XII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

The City of Farmers Branch, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution, \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

City of Farmers Branch

County of Dallas

\_\_\_\_\_  
By: Charles Cox  
Title: City Manager

\_\_\_\_\_  
Clay Lewis Jenkins, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved as to Form\*:  
Susan Hawk, District Attorney

\_\_\_\_\_  
Amy Piukana, City Secretary

Approved as to Form:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Sherri Turner  
Assistant District Attorney

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

*Abundant Care Public Works*  
**COURT ORDER**

**ORDER NO. 2011 1203**

**DATE: July 5, 2011**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

*2 sets of 4  
Originals*

*51*

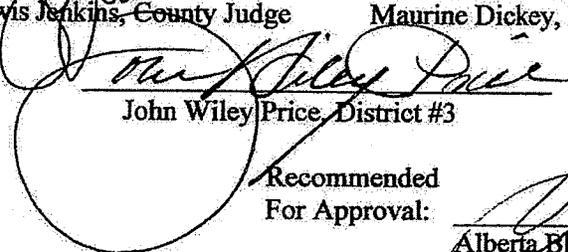
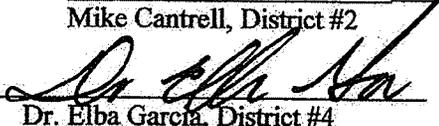
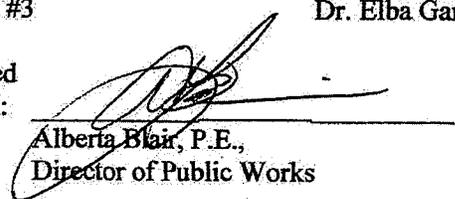
¶

**BE IT REMEMBERED**, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 5th day of July, 2011, on motion made by John Wiley Price, Commissioner of District No. 3, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

- WHEREAS**, the matter set forth below was briefed before Commissioners Court on July 5, 2011; and
- WHEREAS**, Dallas County and the City of Irving desire to enter into a **MASTER AGREEMENT governing the MAJOR CAPITAL IMPROVEMENT PROGRAM** which authorizes improvements, and
- WHEREAS**, the attached agreement is consistent with the Dallas County Strategic Plan in that the project will result in street improvements which can be credited to **Vision 1-Dallas County is a model interagency Partner, Vision 3-Dallas County is safe, secure and prepared, Vision 4-Dallas County proactively addresses critical regional issues, and Vision 5-Dallas County is the destination of choice for residents and businesses, and**
- WHEREAS**, the City has agreed to fulfill the responsibilities as defined in the **MASTER AGREEMENT** and participate with the **COUNTY** on at least a fifty/fifty basis for funding of the improvements submitted to the current and future "Call For Projects", and
- WHEREAS**, the Director of Public Works recommends execution of the attached **MASTER AGREEMENT governing the MAJOR CAPITAL IMPROVEMENT PROGRAM** as described above.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Dallas County Commissioners Court that the Dallas County Judge is hereby authorized and directed to execute attached **MASTER AGREEMENT governing the MAJOR CAPITAL IMPROVEMENT PROGRAM** with the City of Farmers Branch-District 1 and City of Richardson-District 1.

**DONE IN OPEN COURT**, this the 5th day of July, 2011.

 Clay Lewis Jenkins, County Judge	<b>ABSENT</b> Maurine Dickey, District #1	 Mike Cantrell, District #2
 John Wiley Price, District #3		 Dr. Elba Garcia, District #4
<b>Recommended For Approval:</b>  Alberta Blair, P.E., Director of Public Works		



FARMERS  
BRANCH

RESOLUTION NO. 2011-040

**A RESOLUTION APPROVING A MASTER AGREEMENT  
GOVERNING MAJOR CAPITAL IMPROVEMENT PROJECTS  
WITH DALLAS COUNTY; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Farmers Branch regularly participates in the design and/or construction of capital improvement projects with Dallas County; and

WHEREAS, the City and Dallas County presently are parties to that certain Master Agreement Governing Transportation Major Capital Improvement Projects effective August 2, 2005; and

WHEREAS, Dallas County has requested that the current Master Agreement be terminated and a new agreement be entered into in order to incorporate provisions reflecting newly enacted legislation; and

WHEREAS, the City Administration has reviewed the proposed agreement and recommends its approval; and

WHEREAS, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to approve the recommendation of the City Administration with respect to the above-described Master Agreement;

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

**SECTION 1.** The City Manager is authorized to execute a Master Agreement Governing Major Capital Improvement Programs with Dallas County, said agreement to be substantially in the form set forth in Exhibit "A", attached hereto and incorporated herein by reference.

**SECTION 2.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 21st DAY OF JUNE, 2011.**

ATTEST:

Cindee Peters, City Secretary

APPROVED:

William P. Glancy, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

**ATTACHMENT A**  
**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

---

**SPECIFIC R.O.W. ALIGNMENT DESCRIPTION**

City Council approves of the Financing, Construction or Improvement on Westside Trail beginning at Farmers Branch Rail Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate width of 10'-12' or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

---

LEAD AGENCY:	Dallas County Public Works
LEAD AGENCY'S PROJECT MANAGER:	Micah Baker
CONTACT INFORMATION:	(xxx) xxx-xxxx
PROJECT LIMITS:	XXXXXXXXXXXXXXXXXX
PROJECT LENGTH:	XXXXXXXXXX

---

**PAVEMENT AND ALIGNMENT TOPICS**

**PAVEMENT SECTION**

PAVING DESIGN CRITERIA

RECREATIONAL TRAILS "OFF" STREET, HARD SURFACE

ROW WIDTH:

Existing:

Proposed:

PAVEMENT WIDTH:

Existing:

Proposed:

No. of lanes proposed:

**ATTACHMENT A**  
**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

**PAVEMENT CROSSFALL:**

PROPOSED	<input type="text" value="2%"/>
MINIMUM	<input type="text" value="1%"/>
MAXIMUM	<input type="text" value="2%"/>

**MEDIANS - N/A**

MEDIAN WIDTH

ANY MID BLOCK OPENINGS TO CONSIDER?     YES    X NO

ANY SIDE STREETS TOO CLOSE FOR OPENING?     YES    X NO

STANDARD TURN LANE WIDTH   

STANDARD NOSE WIDTH   

**PARKWAY:**

Proposed Width   

Proposed Sidewalk Width   

Parkway cross fall slope maximum   

**GRADE REQUIREMENTS:**

Is TC 6" below adjacent ground criteria to be followed?     YES    X NO

Any deep cuts, high fills?     YES    X NO

**VERTICAL GRADE:**

**ATTACHMENT A**  
**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

MINIMUM

MAXIMUM

**CENTERLINE ALIGNMENT POSITION:**

IN CENTER OF EXISTING ROW?     YES     NO

OFFSET FROM CENTER?  YES     NO    If yes, what distance?

ON BRAND NEW ALIGNMENT?     YES     NO

LEFT TURN LANES:     YES     NO

If yes, are left turn lanes designated or continuous?  DESIGNATED     CONTINUOUS

MINIMUM LENGTH:

MINIMUM STORAGE:

WIDTH:

ANY DUAL LEFT TURN LANES?     YES     NO

ANY FREE RIGHT TURN LANES?     YES     NO

CRASH CUSHIONS/ATTENUATORS INVOLVED?     YES     NO

RAILROAD CROSSINGS INVOLVED?     YES     NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?  
 YES     NO     N/A

**PAVEMENT STRUCTURE**

DESIGN WHEEL LOAD

BUS AND HEAVY TRUCK TRAFFIC?     YES     NO

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501

ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS:

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:

DESIGN SPEED

POSTED SPEED

#### DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%)

MAXIMUM COMMERCIAL GRADE (%)

MINIMUM COMMERCIAL DRIVEWAY WIDTH

#### SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM

PAVEMENT THICKNESS

COMMERCIAL DRIVEWAY THICKNESS

### DRAINAGE TOPICS

#### STORM SEWER DESIGN CRITERIA:

TxDOT       CITY       HYDRO-35       TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS)

MINIMUM COVER FOR LATERALS

BRIDGES/BOX CULVERTS INVOLVED?  YES       NO

## ATTACHMENT A

### Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

#### PROJECT SCOPING SHEETS

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

If yes, specify involvement:  BRIDGE(S)  BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION?  YES  NO

If yes, how many feet of freeboard are required?

#### PERMITS

COE 404 PERMITS NEEDED  YES  NO

TNRCC 401 PERMIT  YES  NO

CDC PERMIT  YES  NO

EIS  YES  NO

ADA PERMIT  YES  NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,  
DART, ETC.?  YES  NO

If yes, please document below:

VALWOOD IMPROVEMENT AUTHORITY, TRINITY RIVER AUTHORITY, TXDOT, CITY  
OF IRVING, NORTH TEXAS TOLLWAY AUTHORITY

#### UTILITIES

LIST OF ALL KNOWN UTILITIES:

WATER, SANITARY SEWER, ONCOR, ATMOS GAS, RAILROAD, TELECOMMUNICATIONS

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

ATMOS HIGH PRESSURE GAS MAIN

**ATTACHMENT A**

**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**

**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

ARE UTILITIES ON EXISTING STREET R.O.W.?  YES  NO

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES  NO  UNDETERMINED

If yes, please describe below:

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES  NO

ANY UNUSUAL CONSIDERATIONS?  YES  NO

If yes, please document below:

**R-O-W ACQUISITION**

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:  YES  NO

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES?  YES  NO

If yes, please define below:

ANY NON-CONFORMING ISSUES?  YES  NO

R.O.W. MAP NEEDED?  YES  NO

**ATTACHMENT A**

**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**

**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

- FIELD NOTES NEEDED?                    X YES         NO
- R.O.W. PLATS NEEDED?                    X YES         NO
- RELOCATION ASSISTANCE INVOLVED?                     YES        X NO
- PARKING/LOSS OF PARKING CONSIDERATIONS?                     YES        X NO
- HISTORICAL SITE CONSIDERATION?                     YES        X NO

**USUAL CITY TOPICS OF CONCERN**

DESIGN STANDARDS TO BE USED?                   

ORDER OF PRECEDENCE OF STANDARDS                   

AUXILIARY LANES?         YES        X NO

PROVISIONS FOR FUTURE WIDENING?                     YES        X NO

LANDSCAPING?                     YES        X NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?                     YES        X NO

STAMPED/COLORED CONCRETE?                     YES        X NO

IRRIGATION?                     YES        X NO

BRICK PAVERS?                     YES        X NO

If yes, please define location(s):

STREET LIGHTING?                     YES        X NO

TRAFFIC SIGNALS?                     YES        X NO

**ATTACHMENT A**

**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**

**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

PAVEMENT MARKINGS?            X YES     NO

BIKE LANES (EXTRA WIDTH)?    X YES     NO    If yes, specify width:

NEW SIDEWALKS?            X YES     NO

BUS TURNOUTS?             YES    X NO

BUS STOPS OR BUS SHELTERS?     YES    X NO

WATER UTILITY BETTERMENTS?     YES    X NO

WATER UTILITY RELOC.?  
 YES    X NO

SAN. SEWER BETTERMENTS?     YES    X NO

SAN. SEWER RELOC.?  
 YES    X NO

RETAINING WALLS?             YES    X NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

SOD, SEEDING, TOPSOIL?

X SOD            X SEEDING             TOPSOIL             OTHER:

DRAINAGE IMPROVEMENTS?     YES    X NO

RR CROSSING IMPROVEMENTS?     YES    X NO             N/A

GRADE SEPARATIONS?             YES    X NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES?     YES    X NO

If yes, please specify facility(ies) below:

**ATTACHMENT A**  
**Project Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)  
MCIP Project 20501**

**SPECIAL SCHOOL OR EMERGENCY VEHICLE  
CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION?  YES  NO

If yes, please list the special consideration(s) below:

**PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED?  YES  NO

NEIGHBORHOOD MEETING, REQUIRED?  YES  NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?  
 YES  NO  N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?  
 CITY  COUNTY  N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

**CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT  
PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR  
THE SAFETY OF THE PROJECT?

**ATTACHMENT B**

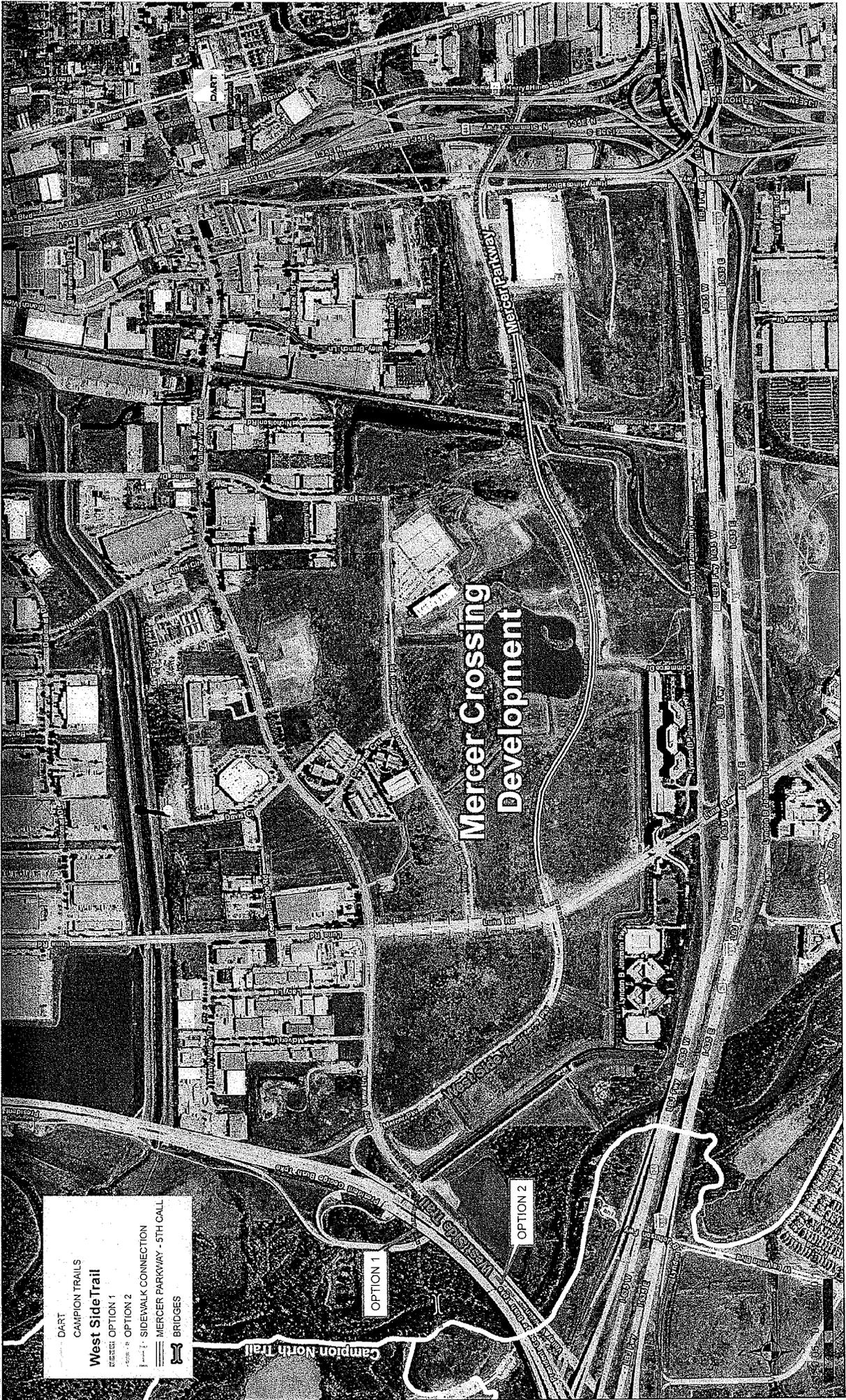
**WESTSIDE TRAIL 20501**

**(FROM CAMPION TRAIL TO FARMERS BRANCH DART STATION)**

**CURRENT ESTIMATES AND FUNDING SOURCES**

<b>ESTIMATED EXPENDITURES</b>	<b>DALLAS COUNTY PARTICIPATION</b>	<b>CITY PARTICIPATION</b>
<b>\$3,000,000</b>	<b>\$1,500,000 - \$396,799 IHPD* \$1,103,201</b>	<b>\$1,500,000</b>

**\*COUNTY IN-HOUSE PROJECT DELIVERY COSTS**



DART  
 CAMPION TRAILS  
**West Side Trail**  
 OPTION 1  
 OPTION 2  
 SIDEWALK CONNECTION  
 MERCER PARKWAY - 5TH CALL  
 BRIDGES

**Mercer Crossing  
Development**

OPTION 1

OPTION 2

ATTACHMENT C PROJECT LOCATION MAP



FARMERS  
BRANCH

RESOLUTION NO. 2015-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ADOPTING A CITYWIDE TRAIL MASTER PLAN FOR THE CITY OF FARMERS BRANCH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that a coordinated, planned bicycle and pedestrian trail system within the City with a primary objective of providing a bicycle and pedestrian-oriented network offering safe, easy access and connectivity will benefit the City's residents, add to the quality of life in the City; and

WHEREAS, pursuant to its agreement with the City authorized by the City Council in October 2014, and following receipt of comments solicited from a variety of sources with an interest in the design and implementation of a citywide trail system, Dunaway Associates, L.P., has prepared and presented for review and consideration a Citywide Trail Master Plan ("the Plan"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Parks and Recreation Board has reviewed the Plan and recommends its adoption as presented; and

WHEREAS, the City Council finds it to be in the public interest to adopt the Plan;

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

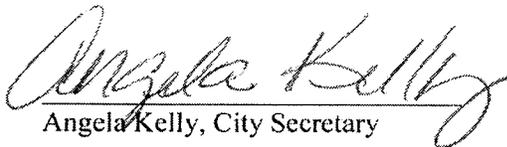
SECTION 1. The Citywide Trail Master Plan prepared by Dunaway Associates, L.P. dated September 1, 2015, is hereby approved and adopted.

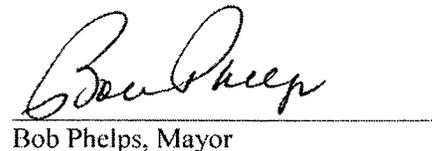
SECTION 2. This resolution shall be effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 1<sup>ST</sup> DAY OF SEPTEMBER, 2015.

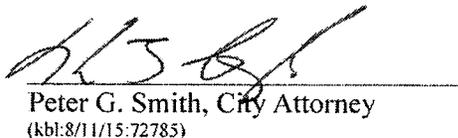
ATTEST:

APPROVED:

  
Angela Kelly, City Secretary

  
Bob Phelps, Mayor

APPROVED AS TO FORM:

  
Peter G. Smith, City Attorney  
(kbl:8/11/15:72785)



# City of Farmers Branch

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

## Staff Report

File Number: R2016-052

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.3

**Consider approving Resolution No. 2016-052 authorizing an agreement with Pacheco Koch for Professional Engineering Services for the design of Bee Street Reconstruction; and take appropriate action.**

### BACKGROUND:

The Bee Street reconstruction design from Valley View Lane to Pepperwood Street is being funded through savings realized in the Street Bond Program. Bee Street is being reconstructed in a different configuration to provide more on-street parking as part of a public-private partnership with the Station Area Developer, Western Securities.

Bee Street reconstruction will include relocation of utilities, reconstructing street pavement, curb and gutters, sidewalks, drive approaches, and provide parking spaces that will coordinate with the planned development.

### DISCUSSION:

An Engineering Services Agreement has been negotiated with Pacheco Koch for the design of the reconstruction of Bee Street from Valley View Lane to Pepperwood Street in an amount of \$98,893.00. The design is scheduled for completion within 120 calendar days.

Pacheco Koch was selected based on their past experiences in designing street improvements within the City.

After the design is complete, it will take approximately 90 days to advertise for bids, award the bid, and execute the construction contract. Construction is projected to begin by the end of this year.

This item is consistent with City's Guiding Principles relative to A) Providing sustainable growth and a strong, diversified economic base by engaging in aggressive economic development activities and programs; and B) Providing functional, sustainable, and well-maintained infrastructure, facilities and equipment.

### RECOMMENDATION:

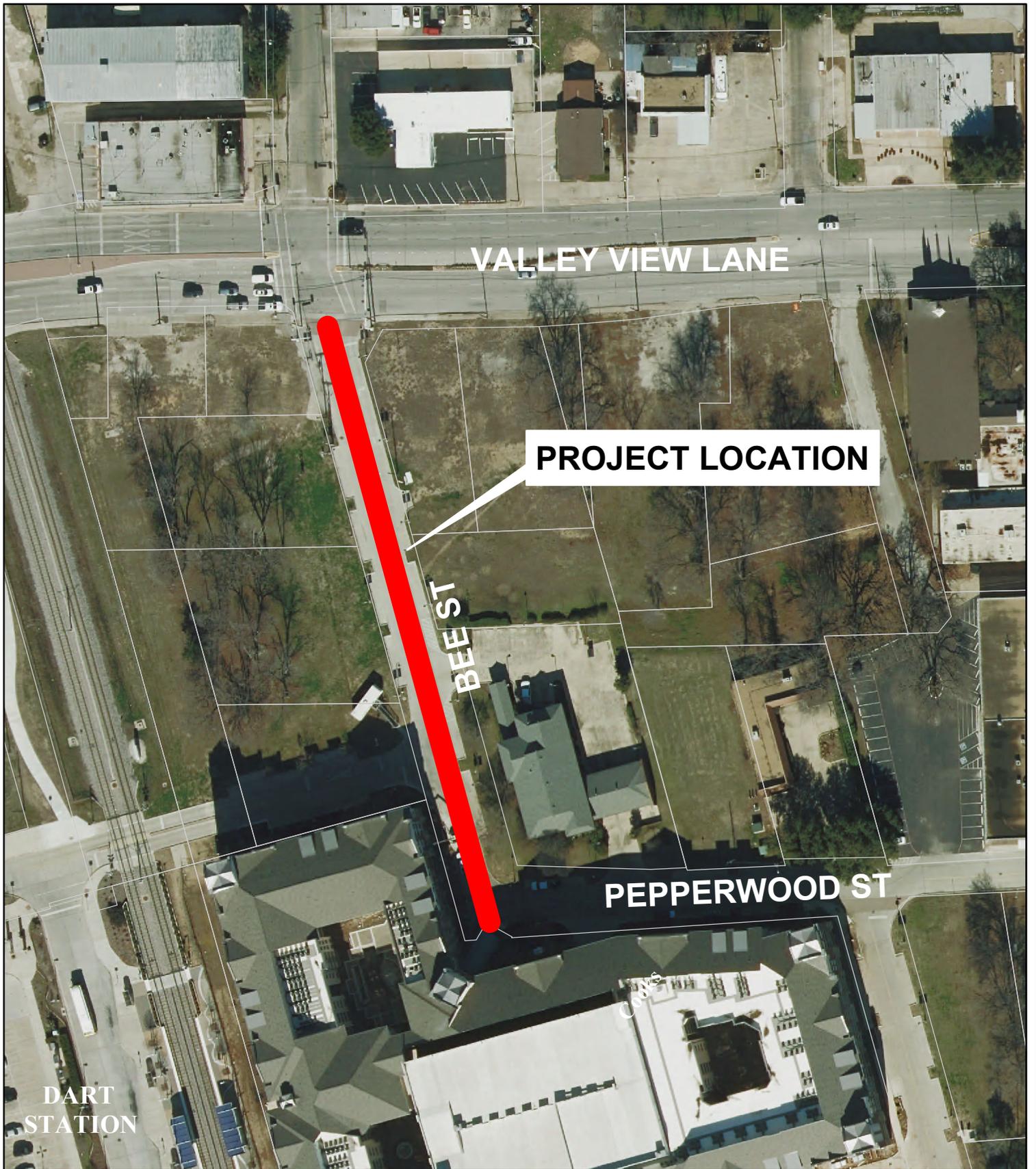
City Administration recommends approving Resolution No. 2016-052 authorizing an agreement with Pacheco Koch for Professional Engineering Services for the design of Bee Street Reconstruction from Valley View Lane to Pepperwood Street in the amount of \$98,893.00.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-052 authorizing an agreement with Pacheco Koch for Professional Engineering Services for the design of Bee Street Reconstruction
2. I move to approve Resolution No. 2016-052 authorizing an agreement with Pacheco Koch for Professional Engineering Services for the design of Bee Street Reconstruction, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Location Map
2. Resolution No. 2016-052
3. Engineering Services Agreement



# LOCATION MAP



Date: 5/3/2016



**RESOLUTION NO. 2016-052**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING AN AGREEMENT WITH PACHECO KOCH FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF BEE STREET RECONSTRUCTION PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has identified the reconstruction of Bee Street from Valley View Lane to Pepperwood Street (“the Project”) is necessary to provide adequate ingress and egress to and from adjacent properties and to better support and encourage the redevelopment of said properties; and

**WHEREAS**, City Administration, having determined that the firm of Pacheco Koch is qualified to perform the professional engineering services necessary for the preparation of plans and specifications relating to the bidding and construction of the Project, and recommends negotiating an agreement with Pacheco Koch to provide such professional engineering services pursuant to cost for such services that are fair and reasonable; and

**WHEREAS**, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to concur in the above recommendation;

**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 negotiate and sign on behalf of the City an agreement with Pacheco Koch in the amount of \$98,893.00 for engineering services related to the preparation of plans and specifications for the Project.

**SECTION 2.** This resolution shall be effective immediately upon approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17th DAY OF MAY 2017.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/4/16:76768)



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between **Pacheco Koch, LLC**, hereinafter called "ENGINEER", and the City of Farmers Branch, Texas, hereinafter called "OWNER".

WHEREAS, OWNER desires ENGINEER to perform certain work and services set forth in Section 2, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2, of this Agreement.

NOW, THEREFORE, all parties agree as follows:

### Section 1. General

ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in "Section 2." hereof for the OWNER in accordance with the terms, conditions and provisions of the Scope of Services. OWNER may, at any time, stop any services by ENGINEER upon giving ENGINEER written notice. ENGINEER shall be bound to OWNER by the terms, conditions and responsibilities toward the OWNER for ENGINEER's services set forth in this Agreement.

### Section 2. Scope of Services

The following services, when authorized in writing by a Notice to Proceed, shall be performed by ENGINEER in accordance with the OWNER's requirements for:

#### **Farmers Branch Town Center, Bee Street Reconstruction and Utility Improvements**

as described in Attachment "A" attached hereto and incorporated herein by reference.

### Section 3. Payment

OWNER shall pay ENGINEER for all services authorized in writing and properly performed by ENGINEER on the basis as described in Exhibit "A", subject to additions or deletions for changes or extras agreed upon in writing.

All fees shall be paid to the ENGINEER, by OWNER, shall be based on invoices submitted by ENGINEER for work performed, as outlined in Exhibit "A".

- a. Engineering Fees shall be paid as follows:
  - i. Payments shall be made by OWNER on the Engineering Fee based upon invoices submitted by ENGINEER for work performed, less any previous payments. Payments shall be made within 30 days of receipt of invoice.
  - ii. The OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of the OWNER, ENGINEER has not made satisfactory progress on the design of this Project.
- b. Total Engineering Fee

The Total Engineering Fee shall be as specified in Exhibit "A". The Total Engineering Fee under the terms of this Contract shall not exceed **\$\$\$98,893.00**.

- c. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

#### Section 4. Responsibilities

- a. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- b. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver if any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.
- c. The rights and remedies of OWNER under this Agreement are as provided by law.

## Section 5. Time For Performance

- a. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed within **120** calendar days from the date of written Notification to Proceed from OWNER to ENGINEER, exclusive of OWNER and other governmental review time.
- b. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- c. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

## Section 6. Documents

- a. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.
- b. Such instruments of service, together with necessary supporting documents, shall be delivered to OWNER, and OWNER shall have unlimited rights, for the benefit of OWNER, in all instruments of service, including the right to use same on any other work of OWNER without additional cost to OWNER. If, in the event OWNER uses such instruments of service on any work of OWNER other than that specified in the Scope of Services, defined in Section 2, provided ENGINEER completes this Agreement, under those circumstances and to the extent allowed by law and without waiving any defenses or OWNER'S claim to sovereign immunity OWNER hereby agrees to protect, defend, indemnify and hold harmless ENGINEER, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where ENGINEER participates in such other work.
- c. ENGINEER agrees to and does hereby grant to OWNER a royalty-free license to all such

instruments of service, which ENGINEER may cover by copyright, and to all designs as to which ENGINEER may assert any rights or establish any claim under the design patent or copyright laws. ENGINEER, after the construction of the project is completed, agrees to furnish the mylar record drawings, graphic copy of the drawings in a TIFF or JPEG format, and an electronic copy in ACAD Release 2005 or DXF both with NAD-83 coordinate format of all such instruments of service to the OWNER.

#### Section 7. Termination

a. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

b. Should the OWNER require a modification of its contract with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

#### Section 8. Insurance

a. ENGINEER shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.

b. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.

c. ENGINEER shall also provide and maintain Professional Liability Insurance coverage to protect ENGINEER and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

d. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under "Section 9." hereof. Such Certificate of Insurance shall provide for ten (10) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

#### Section 9. Indemnification For Injury and Performance

ENGINEER further specifically obligates itself to OWNER in the following respects, to-wit:

ENGINEER hereby agrees to protect, defend, indemnify and hold harmless the OWNER, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of ENGINEER, its officers, employees, servants, agents or subcontractors, or anyone else under ENGINEER's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, ENGINEER shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

ENGINEER is not responsible for the actions of the OWNER's contractor to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the OWNER shall not constitute nor be deemed a release of this responsibility and liability of ENGINEER, its employees, associates, agents and engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

#### Section 10. Indemnification For Unemployment Compensation

ENGINEER agrees that it is an independent contractor and not an agent of the OWNER, and that ENGINEER is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating ENGINEER's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. ENGINEER further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of ENGINEER.

#### Section 11. Indemnification For Performance

ENGINEER shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by ENGINEER in performing this Agreement.

#### Section 12. Assignment

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

#### Section 13. Applicable Laws

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement.

#### Section 14. Default of ENGINEER

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

- a. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of

ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

b. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

#### Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

#### Section 16. Execution becomes Effective

This Agreement will be effective upon execution of the contract by and between ENGINEER and OWNER.

#### Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

#### Section 18. Written Notices

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom intended, or mailed to the party for whom intended at the address set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:

City of Farmers Branch, Texas

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

Gary D. Greer  
City Manager  
P.O. Box 819010  
Farmers Branch, Texas 75381-9010

ENGINEER:

Pacheco Koch, LLC

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

Christopher M. Jones, P.E., DBIA  
Principal  
7557 Rambler Road, Suite 1400  
Dallas, Texas 75231-2388

Witness:

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

Witness:

*Misti McWhorter*  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

g:\agreement-contracts\design\agreement - update6-blank

**EXHIBIT "A"**  
Scope of Services and Fee Schedule  
(Please Attach)



May 4, 2016  
PK No.: 2582-0100

**Mr. Randall S. Walhood, P. E.**  
*City Engineer*  
**CITY OF FARMERS BRANCH**  
13000 WM. Dodson Parkway  
Farmers Branch, Texas 75381-9010

Re: Professional Civil Engineering and Land Surveying Services  
**FARMERS BRANCH TOWN CENTER**  
**Bee Street Reconstruction and Utility Improvements**  
*Farmers Branch, Dallas County, Texas*

Dear Mr. Walhood:

Pacheco Koch, LLC is pleased to submit our proposal to provide professional civil engineering and land surveying services for the referenced project. Please find attached our proposed attachments to the Standard Engineering Services Agreement including:

- Exhibit A – Scope of Services
- Exhibit B – Basic Services Fee Estimate – Paving and Drainage Design
- Exhibit C – Basic Services Fee Estimate – Utility Design
- Exhibit D – Schedule of Standard Hourly Billing Rates

Please review the enclosed information. Upon completion of your review, we would welcome any questions or comments you may have. We appreciate this opportunity to work with the City of Farmers Branch on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris M. Jones", written over a large, stylized blue scribble or flourish.

Christopher M. Jones, P.E., DBIA.

CMJ/mrm  
01-14745 Exhibit A

## EXHIBIT A

### SCOPE OF SERVICES

#### BEE STREET PLAZA RECONSTRUCTION (Valley View Lane to Pepperwood Street)

#### 1. GENERAL

##### 1.1 Project Description

The services to be provided for this project include preliminary design, development of construction plans and specifications, bid phase assistance, and construction phase services for the following:

- a. Reconstruction of Bee Street between Valley View Lane and Pepperwood Street to provide on street angled parking.
- b. Intersection modifications at Valley View Lane to adjust the median openings, improve pedestrian crossings and accommodate new underground duct bank.
- c. Streetscape elements to coordinate with current zoning and proposed adjacent mixed use development. The elements will be limited to lights, hardscapes and paving only.
- d. Stormwater collection system improvements to relocate existing inlets to the new curb limits.
- e. Traffic signalization relocation and adjustments at Valley View Lane.

The specific roadway sections and widths are as follows:

- Bee Street from Valley View Lane to Pepperwood Street will widen from Form-Based code "Street 58" designation to an approximate 110 foot wide corridor.
- Extension of Bee Street will transition through 90 degree turn from "street 58 at Pepperwood Street to variable width pavement between Pike Street and Valley View Lane.

This project also includes:

- The establishment of tree locations and PVC sleeves for future irrigation within the proposed right of way.
- The addition of conduit and street light relocations along Bee Street.
- Coordination with franchise utilities for installation of common duct bank under Bee Street and conduit along south-side of Valley View Lane (350 LF).
- Relocation of existing fire hydrants effected by revised curb limits.
- Designation of areas of pavement repair connections with existing roadways and sidewalks.
- Drainage and storm sewer adjustments.

##### 1.2 Project Phasing

This project shall be divided into four phases. The Preliminary Engineering phase includes additional data collection, schematic design, preliminary design, and submittals to Farmers Branch for review and approval. Schematic and Preliminary development will include coordination with Mustang Crossing design team. The second phase, Final Design, includes preparation of final plans, specifications, contract documents and cost estimates. The Bid Phase includes assisting the City of Farmers Branch with bid opening, bid evaluation and recommendation for award of the contract. The fourth phase, Construction, includes site observation, review of submittals and responding to Requests for Information.

### **1.3 Design Standards**

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the following standards.

- a. **City of Farmers Branch Standards.**
- b. **City of Farmers Branch Standard Drawings and Specifications.**
- c. **NCTCOG construction specifications and details.**
- d. **Dept. of Licensing and Regulation Architectural Barriers Act.**

## **2. SCHEMATIC**

### **2.1 Data Collection**

Obtain and review additional reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project area from the City of Farmers Branch. Contact private utilities along the project for information on existing and proposed facilities.

### **2.2 Design Meeting**

Meet with the City of Farmers Branch staff to review and discuss the primary design criteria, operational concerns, traffic information and other preliminary data. Prepare a record of the preliminary design meeting and distribute it to all attendees.

### **2.3 Schematic Design**

- a. Establish final curb locations and right-of-way limits.
- b. Determine geometry of proposed drive lane and pedestrian crossing improvements.
- c. Establish preliminary paving locations and paver locations.
- d. Prepare Right-of-way and Parcel map.
- e. Plan view layout of proposed utility services and modifications.

### **2.4 Schematic Submittal**

Submit two sets of schematic plans to the City for review.

### **2.5 City Review Meeting**

Meet with the City of Farmers Branch to discuss schematic plans.

## **3. PRELIMINARY DESIGN**

### **3.1 Address City Comments**

Revise schematic plans incorporating comments from the City of Farmers Branch.

### **3.2 Preliminary Design**

- a. Work with affected utilities such as gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities.
- b. Locate utility crossings, adjacent utilities and other nearby improvements.
- c. Distribute the plans to franchise companies to obtain information regarding impacts to their facilities.
- d. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover Sheet
  - Typical sections and detail sheets.
  - Right-of-way strip map. Scale 1"=100".
  - Drainage Area Map for project area.
  - Electrical duct bank and conduit plan sheets.
  - Stormwater collection system modification plan.
  - Construction phasing and temporary traffic control sheets, including relocated traffic signal. Scale 1"=40'.
  - Paving plan & profile sheets for street improvements. Scale 1"=20'.
  - Hardscape plans.
  - SWPPP sheets meeting EPA, TCEQ and City of Farmers Branch requirements. Scale 1"=40'.
  - Proposed buttoning and signage plan sheets. Scale 1"=20'.
  - Construction sequence plan.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Farmers Branch project manager.

### **3.3 Preliminary Cost Estimate**

Prepare a preliminary estimate of construction quantities and develop preliminary statement of probable construction cost.

### **3.4 Construction Specifications**

Prepare outline of construction specifications.

### **3.5 Preliminary Submittal**

Submit two sets of preliminary plans, outline of specifications, and preliminary estimates to the City for review.

### **3.6 City Review Meeting**

Meet with the City of Farmers Branch to discuss preliminary plans, outline of special provisions, estimates, and right turn lane requirements.

## **4. FINAL DESIGN**

### **4.1 Address City Comments**

Revise preliminary plans incorporating comments from the City of Farmers Branch.

### **4.2 Franchise Utility Coordination**

Incorporate comments from the utility companies.

### **4.3 Prepare Final Plans / CADD**

Prepare final plans for the proposed improvements, including paving plans, details, notes and related information required for bidding.

- a. Prepare project layout sheet showing project location.
- b. Finalize plans for:
  - Proposed pavement improvements.
  - Hardscape improvements.
  - Storm water system modifications.
  - Traffic signal relocation.
- c. Finalize special design considerations and locations of appurtenances.
- d. Field locate existing streetlights and show proposed new locations.
- e. Meet with City of Farmers Branch Traffic Department to develop traffic control details and standards for construction activities within project limits.
- f. Determine locations and sizes of proposed electrical duct bank/conduit and relocation of existing streetlights.
- g. Develop sequence for construction.
- h. Prepare SWPPP/erosion protection plan, notes and details to comply with City of Farmers Branch, TCEQ and EPA Storm Water Management Program.
- i. Incorporate pavement rehabilitation areas as directed by the City of Farmers Branch into the paving plans.
- j. Incorporate standard details into the plans and prepare additional details as required.
- k. Send final plans to franchise utilities.

### **4.4 Final Construction Cost Estimate**

Prepare a final estimate of construction quantities and develop final statement of probable construction cost.

### **4.5 Construction Specifications**

Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, City of Farmers Branch standards, and other applicable standard specifications.

### **4.5 Contract Bid Documents**

Assist the City in preparing final bid documents using existing City of Farmers Branch standard documents as directed by the Farmers Branch staff. Bid documents shall include bid proposal forms, construction plans, special specifications, and other documents required by the City of Farmers Branch. Provide plans in electronic PDF format.

#### **4.6 Review Submittals and Meetings**

Provide 60% and 95% plan submittals (2 sets each submittal) and meet with the Farmers Branch staff during final design to review progress, discuss design issues, obtain additional design information, review plans and specifications, and coordinate final details. Prepare a record of all review meetings and distribute it to attendees. The sheets that will be submitted for final review are listed in Exhibit C.

#### **4.5 Final Review Submittal**

Submit three sets of blue line prints, contract documents, and bid proposal forms prepared by the Engineer to the City of Farmers Branch.

### **5 BID PHASE SERVICES**

#### **5.1 Advertising and Pre-bid Meeting**

Assist City staff in advertising for bids.

#### **5.2 Plan Distribution**

Furnish plans and specifications for bidding. Cost for these to be repaid by non-refundable deposit from plan holders.

#### **5.3 Addenda**

Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issue instructions to bidders as directed by the City of Farmers Branch.

#### **5.4 Bid Tabulation**

Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources. (If required)

### **6 CONTRACT ADMINISTRATION**

#### **6.1 Pre-construction Meeting**

Attend the pre-construction meeting with the selected contractor. Provide twelve sets of full size and 5 sets of half size plans and up to six sets of the specifications to the City of Farmers Branch for construction.

#### **6.2 Construction**

Review material/shop drawing submittals by the contractor. Prepare responses and comments on each submittal and transmit copies to the contractor and Farmers Branch staff. Maintain a record of submittals and responses. Routine shop drawings and submittals generally will be reviewed and returned within seven working days after receipt.

#### **6.3 Request for Information**

Respond to Request for Information received from the Contractor. (If required)

## 7 SPECIAL SERVICES

### 7.1 Surveying

#### a. TOPOGRAPHIC ALIGNMENT SURVEY & APPROXIMATE RIGHT-OF-WAY DETERMINATION:

Pacheco Koch will perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be from 25-feet beyond the west right-of-way to 25-feet beyond the east right-of-way (approximately 10 feet wide), beginning at and including the intersection of Valley View Lane and ending at the intersection of Pepperwood Street.

##### *Included in this item:*

- Location of permanent improvements on and immediately adjacent to, the above defined limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety).
- Spot elevations on 50-foot intervals.
- Contours on one foot intervals.
- Top of curb and gutter elevations for paving on, and adjacent to, the site.
- Locations, common name and trunk diameter of trees over 6-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Plot easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Retrieve subdivision plats, maps and/or deeds delineating the ownership for the project.
- Limited field measurements to only those existing boundary monuments, deemed necessary by the surveyor, to approximate the location of the rights-of-way.
- The graphic depiction of the approximate location of the boundaries of the east and west right-of-way lines based on record deeds and plats.
- Indicate scale, orientation, and date of the survey.
- Include legend of symbols and abbreviations used on the survey.

##### *Not included in this item:*

- Species names of trees.
- Trees less than 6-inches in diameter.
- Information regarding the ownership of adjacent tracts.
- Right-of-Entry efforts for private property.
- Monumentation.
- Sealed or certified drawings.
- Boundary reconciliation.
- Metes & bounds property descriptions.
- Subsurface utility engineering services.
- Location of irrigation control valves.

- #### b. HORIZONTAL / VERTICAL CONTROL MONUMENTS:
- Pacheco Koch will set a maximum of four (4) new permanent control monuments under the direct supervision of a Registered Professional Land Surveyor. Each monument will consist of a stamped aluminum disk at grade. Horizontal and Vertical control will be established utilizing global positioning system (GPS) observations. The horizontal datum will be Texas State Plane Coordinate System – NAD 83, North Central Zone 4202. The vertical datum will be North American Vertical Datum 1988 – NAVD88 with orthometric heights determined by GEOID03. Two (2) reference marks and one (1) azimuth mark will be provided for each monument. A data sheet in conformance with acceptable local standards will be provided for each monument.

## 7.2 Prepare Record Drawings

Utilizing City and Contractor construction record information, prepare one set of mylars 24"x 36" drawings (with "record drawing" stamp) and CD ROM disk containing scanned images of the 24" x 36" final "record drawing" mylars drawings. The drawings shall be scanned 1 to 1 at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch.

## 8 ADDITIONAL SERVICES

The following additional special services will be performed by the consultant.

### 8.1 Easement Exhibits

**RIGHT-OF-WAY DEDICATION DOCUMENTS:** Pacheco Koch will prepare separate instrument dedication documents for right-of-way as required for this project.

*Included in this item:*

- Dedication statements, survey exhibits and metes and bounds descriptions for each dedication.
- Coordination with City staff for review and approval of each dedication.

*Not included in this item:*

- Coordination with property owners.
- Monumentation of dedication corners.

## 9. EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Computer modeling and routing of stormwater flows.
- Title searches.
- Fees for permits and advertising.
- Traffic engineering report or studies.
- Floodplain reclamation plans.
- Full time inspection.
- Designs for trench safety.
- Structures, retaining walls other than walk and wall combinations, etc., not included in proposal.
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans).
- Consulting services by others not included in proposal.
- Quality control and testing services during construction.
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.
- Geotechnical investigations for design.
- Monthly coordination meetings with contractors, inspection personnel and City representatives.
- Public Meetings.
- Roadway signs.

*(Continued from previous page.)*

- Environmental Services, including but not limited to the following:
  - Threatened and endangered species surveys.
  - Wetland delineation and survey.
  - USACE Individual Permit Application and coordination.
  - Preliminary mitigation and monitoring plans.
- Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings.
- Perform additional subsurface excavation in the event such excavation is required to locate existing facilities.
- Water and sanitary sewer system improvements other than as specified above. It is assumed that these utilities would be outside of the limits of the proposed improvements.
- Review monthly requests for payment from the contractor and prepare a recommendation for action by the City of Farmers Branch.
- Review the contractor's monthly progress reports and provide review comments to the City of Farmers Branch.

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS  
 Paving and Drainage Design Services  
 Bee Street Plaza & Valley View Lane Intersection Improvements

Mustang Crossing  
 City of Farmers Branch Public Works  
 April 21, 2016  
 PK No.: 2582-xx.xxx

1. BASIC SERVICES

A. Schematic Design	Principal Rate \$225.00		Associate Principal Rate \$200.00		Senior Project Manager Rate \$150.00		Senior Technician Rate \$110.00		Technician Rate \$80.00		Research Manager Rate \$80.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
	Project Kick-off Mtg.	4.0	\$ 900.00	0.0	\$ -	4.0	\$ 600.00		\$ -		\$ -		\$ -	8.0
Prepare CADD Base Sheets (Cover Sheet, Plan View, etc)		\$ -		\$ -		\$ -	8.0	\$ 880.00	4.0	\$ 320.00		\$ -	12.0	\$ 1,200.00
Determine project horizontal/vertical control, coordinates and bench marks.		\$ -		\$ -	4.0	\$ 600.00	8.0	\$ 880.00	4.0	\$ 320.00		\$ -	16.0	\$ 1,800.00
Label all lines including new R.O.W.		\$ -		\$ -		\$ -	4.0	\$ 440.00	2.0	\$ 160.00		\$ -	6.0	\$ 600.00
Adjust Overall Concept plans to meet new Development Layout (Duct Bank vs. Storm etc.)	4.0	\$ 900.00	0.0	\$ -	8.0	\$ 1,200.00	16.0	\$ 1,760.00	8.0	\$ 640.00		\$ -	36.0	\$ 4,500.00
Release plans for utilities relocation, provide 4 sets of plans to the City for above ground utilities relocation		\$ -		\$ -	2.0	\$ 300.00	4.0	\$ 440.00	2.0	\$ 160.00	1.0	\$ 80.00	9.0	\$ 980.00
<b>Subtotal</b>	<b>8.0</b>	<b>\$ 1,800.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>18.0</b>	<b>\$ 2,700.00</b>	<b>40.0</b>	<b>\$ 4,400.00</b>	<b>20.0</b>	<b>\$ 1,600.00</b>	<b>1.0</b>	<b>\$ 80.00</b>	<b>87.0</b>	<b>\$ 10,580.00</b>

B. Preliminary Design	Principal Rate \$225.00		Associate Principal Rate \$200.00		Senior Project Manager Rate \$150.00		Senior Technician Rate \$110.00		Technician Rate \$80.00		Admin. Asst. Rate \$70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
	Revise Overall base for Preliminary Sheet Production	2.0	\$ 450.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00	4.0	\$ 320.00		\$ -	12.0
Prepare plan and profile sheets for paving		\$ -		\$ -	4.0	\$ 600.00	6.0	\$ 660.00	8.0	\$ 640.00		\$ -	18.0	\$ 1,900.00
Prepare and Analyse cross sections		\$ -		\$ -	4.0	\$ 600.00	4.0	\$ 440.00	8.0	\$ 640.00		\$ -	16.0	\$ 1,680.00
Prepare plan and profile sheets and storm sewer		\$ -		\$ -	4.0	\$ 600.00	6.0	\$ 660.00	8.0	\$ 640.00		\$ -	18.0	\$ 1,900.00
Prepare drainage area map with calculations & analysis	2.0	\$ 450.00	0.0	\$ -	4.0	\$ 600.00	6.0	\$ 660.00		\$ -		\$ -	12.0	\$ 1,710.00
Show temporary and permanent easements		\$ -		\$ -	2.0	\$ 300.00	2.0	\$ 220.00	4.0	\$ 320.00		\$ -	8.0	\$ 840.00
Show all curve data		\$ -		\$ -	1.0	\$ 150.00	2.0	\$ 220.00	4.0	\$ 320.00		\$ -	7.0	\$ 690.00
Field check preliminary plans for accuracy and compliance	0.0	\$ -	0.0	\$ -	4.0	\$ 600.00	4.0	\$ 440.00		\$ -		\$ -	8.0	\$ 1,040.00
Submit plans (2 sets) for review, revise	1.0	\$ 225.00	0.0	\$ -	0.5	\$ 75.00	2.0	\$ 220.00	4.0	\$ 320.00	1.0	\$ 70.00	8.5	\$ 910.00
Release plans for utilities relocation ( include w. & w.w. plans) & provide 4 sets of plans to the City to release to utility companies		\$ -		\$ -	0.5	\$ 75.00	1.0	\$ 110.00	2.0	\$ 160.00	1.0	\$ 70.00	4.5	\$ 415.00
Prepare Traffic Signal & Traffic Control Plans	4.0	\$ 900.00	0.0	\$ -	24.0	\$ 3,600.00	16.0	\$ 1,760.00	24.0	\$ 1,920.00	1.0	\$ 70.00	69.0	\$ 8,250.00
<b>Subtotal</b>	<b>9.0</b>	<b>\$ 2,025.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>50.0</b>	<b>\$ 7,500.00</b>	<b>53.0</b>	<b>\$ 5,830.00</b>	<b>66.0</b>	<b>\$ 5,280.00</b>	<b>3.0</b>	<b>\$ 210.00</b>	<b>181.0</b>	<b>\$ 20,845.00</b>

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS  
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 Bee Street Plaza & Valley View Lane Intersection Improvements

Mustang Crossing  
 City of Farmers Branch Public Works  
 April 21, 2016  
 PK No.: 2582-xx.xxx

C. Final Design 90%-100%	Principal Rate \$225.00		Associate Principal Rate \$200.00		Senior Project Manager Rate \$150.00		Senior Technician Rate \$110.00		Technician Rate \$80.00		Admin. Asst. Rate \$70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Respond to all previous comments. Show all item #'s.	2.0	\$ 450.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00	4.0	\$ 320.00	1.0	\$ 70.00	13.0	\$ 1,580.00
Prepare special paving and drainage details, typical sections		\$ -		\$ -	2.0	\$ 300.00	4.0	\$ 440.00		\$ -		\$ -	6.0	\$ 740.00
Revise plan and profile sheets (paving)		\$ -		\$ -	2.0	\$ 300.00	8.0	\$ 880.00	8.0	\$ 640.00		\$ -	18.0	\$ 1,820.00
Revise plan and profile sheets (drainage)		\$ -		\$ -	2.0	\$ 300.00	4.0	\$ 440.00	4.0	\$ 320.00		\$ -	10.0	\$ 1,060.00
Prepare paving and drainage quantity sheet	1.0	\$ 225.00		\$ -	2.0	\$ 300.00	4.0	\$ 440.00	4.0	\$ 320.00		\$ -	11.0	\$ 1,285.00
Include all the drainage related calculations		\$ -		\$ -	2.0	\$ 300.00	4.0	\$ 440.00		\$ -		\$ -		\$ 740.00
Show the pipe size, grade and length of the pipe		\$ -		\$ -	2.0	\$ 300.00	2.0	\$ 220.00	8.0	\$ 640.00		\$ -		\$ 1,160.00
Determine inlet size and hydraulic grade line	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00		\$ -		\$ -	7.0	\$ 965.00
Show any utility crossing including station and elevation		\$ -		\$ -	1.0	\$ 150.00	4.0	\$ 440.00	4.0	\$ 320.00		\$ -	9.0	\$ 910.00
Prepare final project cost estimate	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00		\$ -	1.0	\$ 70.00	8.0	\$ 1,035.00
Resolve any utility conflicts	2.0	\$ 450.00	0.0	\$ -	4.0	\$ 600.00	8.0	\$ 880.00	8.0	\$ 640.00		\$ -	22.0	\$ 2,570.00
Field check plans for accuracy and compliance	2.0	\$ 450.00	0.0	\$ -	2.0	\$ 300.00	2.0	\$ 220.00		\$ -		\$ -	6.0	\$ 970.00
Submit plans (2 sets of plans) for final review	0.5	\$ 112.50	0.0	\$ -	1.0	\$ 150.00		\$ -	2.0	\$ 160.00		\$ -	3.5	\$ 422.50
Include all the Traffic related calculations for determining the inlet size and hydra grade line	1.0	\$ 225.00	0.0	\$ -	8.0	\$ 1,200.00		\$ -		\$ -	1.0	\$ 70.00	10.0	\$ 1,495.00
Prepare special provisions for contract.	1.0	\$ 225.00	0.0	\$ -	4.0	\$ 600.00		\$ -		\$ -	1.0	\$ 70.00	6.0	\$ 895.00
Respond to final City comments		\$ -	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00	4.0	\$ 320.00		\$ -	10.0	\$ 1,060.00
Submit Sealed plans on Mylar w/special provisions	0.5	\$ 112.50	0.0	\$ -	1.0	\$ 150.00		\$ -	2.0	\$ 160.00	1.0	\$ 70.00	4.5	\$ 492.50
<b>Subtotal</b>	<b>12.0</b>	<b>\$ 2,700.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>41.0</b>	<b>\$ 6,150.00</b>	<b>56.0</b>	<b>\$ 6,160.00</b>	<b>48.0</b>	<b>\$ 3,840.00</b>	<b>5.0</b>	<b>\$ 350.00</b>	<b>144.0</b>	<b>\$ 19,200.00</b>

E. Project Bid Phase	Principal Rate \$200.00		Associate Principal Rate \$170.00		Senior Project Manager Rate \$150.00		Senior Technician Rate \$75.00		Technician Rate \$55.00		Admin. Asst. Rate \$55.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Provide assistance to City for bidding.	4.0	\$ 900.00	0.0	\$ -	16.0	\$ 2,400.00	16.0	\$ 1,760.00	8.0	\$ 640.00	8.0	\$ 560.00	52.0	\$ 6,260.00
<b>Subtotal</b>	<b>4.0</b>	<b>\$ 900.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>16.0</b>	<b>\$ 2,400.00</b>	<b>16.0</b>	<b>\$ 1,760.00</b>	<b>8.0</b>	<b>\$ 640.00</b>	<b>8.0</b>	<b>\$ 560.00</b>	<b>52.0</b>	<b>\$ 6,260.00</b>

SUBTOTAL (BASIC SERVICES)

\$ 56,885.00

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS  
 Paving and Drainage Design Services  
 Bee Street Plaza & Valley View Lane Intersection Improvements

Mustang Crossing  
 City of Farmers Branch Public Works  
 April 21, 2016  
 PK No.: 2582-xx.xxx

2.. SPECIAL SERVICES

A. Updated Boundary/Topographic Base Map	Principal		Associate Principal		Project Surveyor		Survey Tech.		Field Crew		Research Manager		TOTAL	
	Rate	\$225.00	Rate	\$200.00	Rate	\$95.00	Rate	\$90.00	Rate	\$140.00	Rate	\$80.00	Hrs.	Cost
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Field Topo Survey & all existing features (Additional Areas)		\$ -	0.0	\$ -	1.0	\$ 95.00	2.0	\$ 180.00	24.0	\$ 3,360.00		\$ -	27.0	\$ 3,635.00
Process Field Survey data for coordinates & elev.	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 190.00	2.0	\$ 180.00		\$ -		\$ -	5.0	\$ 595.00
Update Base Map w/ Additional Areas		\$ -	0.0	\$ -	4.0	\$ 380.00	60.0	\$ 5,400.00		\$ -		\$ -	64.0	\$ 5,780.00
ROW Dedication Documents (4 estimated)	4.0	\$ 900.00	0.0	\$ -	24.0	\$ 2,280.00	40.0	\$ 3,600.00	8.0	\$ 1,120.00		\$ -	76.0	\$ 7,900.00
<b>Subtotal</b>	<b>5.0</b>	<b>\$ 1,125.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>31.0</b>	<b>\$ 2,945.00</b>	<b>104.0</b>	<b>\$ 9,360.00</b>	<b>32.0</b>	<b>\$ 4,480.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>172.0</b>	<b>\$ 17,910.00</b>

B. Reimbursables		TOTAL
Copies of Deeds, Maps, Plats		\$ 75.00
Copies of Franchise Utility Plans		\$ 75.00
Reproduction for City Review Submittals	500 s.f. black line prints @ \$0.50, 108 s.f. mylar originals @ \$1.00	\$ 358.00
Courier Delivery	8 regular courier deliveries @ \$20.00	\$ 160.00
<b>Subtotal</b>		<b>\$ 668.00</b>

SUBTOTAL (SPECIAL SERVICES) \$ 18,578.00

TOTAL PAVING AND DRAINAGE DESIGN COST \$ 75,463.00

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS  
 Utility Design Services  
 Bee Street Plaza & Valley View Lane Intersection Improvements

Mustang Crossing  
 City of Farmers Branch Public Works  
 April 21, 2016  
 PK No.: 2582-xx.xxx

1.0 BASIC SERVICES

A. Phase I Schematic 30%	Principal		Associate Principal		Senior Project Manager		Senior Technician		Technician		Research Asst.		TOTAL	
	Rate	\$225.00	Rate	\$200.00	Rate	\$150.00	Rate	\$110.00	Rate	\$80.00	Rate	\$80.00	Hrs.	Cost
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Update utility research		\$ -	0.0	\$ -	1.0	\$ 150.00	2.0	\$ 220.00		\$ -	4.0	\$ 320.00	7.0	\$ 690.00
Overall paving & utility layout	2.0	\$ 450.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00	8.0	\$ 640.00		\$ -	16.0	\$ 1,830.00
Prepare plan view of paving & utilities	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00	8.0	\$ 640.00		\$ -	15.0	\$ 1,605.00
Prepare right-of-way & parcel maps	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 300.00	4.0	\$ 440.00	8.0	\$ 640.00		\$ -	15.0	\$ 1,605.00
Submit Schematics for utility coordination/comments		\$ -		\$ -	2.0	\$ 300.00		\$ -		\$ -	0.0	\$ -	2.0	\$ 300.00
<b>Subtotal</b>	<b>4.0</b>	<b>\$ 900.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>9.0</b>	<b>\$ 1,350.00</b>	<b>14.0</b>	<b>\$ 1,540.00</b>	<b>24.0</b>	<b>\$ 1,920.00</b>	<b>4.0</b>	<b>\$ 320.00</b>	<b>55.0</b>	<b>\$ 6,030.00</b>

B. Preliminary Design 60% Milestone	Principal		Associate Principal		Senior Project Manager		Senior Technician		Technician		Admin. Asst.		TOTAL	
	Rate	\$225.00	Rate	\$200.00	Rate	\$150.00	Rate	\$110.00	Rate	\$80.00	Rate	\$70.00	Hrs.	Cost
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Respond to all previous comments	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 300.00	2.0	\$ 220.00	2.0	\$ 160.00	1.0	\$ 70.00	8.0	\$ 975.00
Prepare paving plan/profile base sheets		\$ -		\$ -	4.0	\$ 600.00	6.0	\$ 660.00	4.0	\$ 320.00		\$ -	14.0	\$ 1,580.00
Prepare Utility plan/profile sheets (Water, Sewer, Duct banks)	1.0	\$ 225.00	0.0	\$ -	4.0	\$ 600.00	6.0	\$ 660.00	4.0	\$ 320.00		\$ -	15.0	\$ 1,805.00
Prepare Drainage Area Map	1.0	\$ 225.00	0.0	\$ -	4.0	\$ 600.00	6.0	\$ 660.00	4.0	\$ 320.00		\$ -	15.0	\$ 1,805.00
Prepare Construction Phasing & Traffic Control	1.0	\$ 225.00	0.0	\$ -	4.0	\$ 600.00	6.0	\$ 660.00	4.0	\$ 320.00		\$ -	15.0	\$ 1,805.00
Utility coordination/review meetings	4.0	\$ 900.00	0.0	\$ -	2.0	\$ 300.00	2.0	\$ 220.00	0.0	\$ -	1.0	\$ 70.00	9.0	\$ 1,490.00
<b>Subtotal</b>	<b>8.0</b>	<b>\$ 1,800.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>20.0</b>	<b>\$ 3,000.00</b>	<b>28.0</b>	<b>\$ 3,080.00</b>	<b>18.0</b>	<b>\$ 1,440.00</b>	<b>2.0</b>	<b>\$ 140.00</b>	<b>76.0</b>	<b>\$ 9,460.00</b>

C. Final Design 100%	Principal		Associate Principal		Senior Project Manager		Senior Technician		Technician		Admin. Asst.		TOTAL	
	Rate	\$225.00	Rate	\$200.00	Rate	\$150.00	Rate	\$110.00	Rate	\$80.00	Rate	\$70.00	Hrs.	Cost
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Respond to all previous comments.	1.0	\$ 225.00	0.0	\$ -	2.0	\$ 300.00	2.0	\$ 220.00	2.0	\$ 160.00	1.0	\$ 70.00	8.0	\$ 975.00
Gen.notes and quantity summary		\$ -		\$ -	1.0	\$ 150.00	1.0	\$ 110.00	1.0	\$ 80.00		\$ -	3.0	\$ 340.00
Finalize plan- profile sheets	2.0	\$ 450.00	0.0	\$ -	2.0	\$ 300.00	8.0	\$ 880.00	2.0	\$ 160.00		\$ -	14.0	\$ 1,790.00
Utility location on plan- profile sheets		\$ -		\$ -	1.0	\$ 150.00	2.0	\$ 220.00	1.0	\$ 80.00		\$ -	4.0	\$ 450.00
Quantities & probable cost estimate	1.0	\$ 225.00	0.0	\$ -	4.0	\$ 600.00	2.0	\$ 220.00		\$ -	1.0	\$ 70.00	8.0	\$ 1,115.00
Finalize probable cost estimate	1.0	\$ 225.00	0.0	\$ -	1.0	\$ 150.00		\$ -		\$ -		\$ -	2.0	\$ 375.00
Deliver final plans, documents & specifications		\$ -		\$ -	2.0	\$ 300.00		\$ -		\$ -	1.0	\$ 70.00	3.0	\$ 370.00
Submit sealed drawings with electronic files to the City	1.0	\$ 225.00	0.0	\$ -		\$ -	2.0	\$ 220.00	2.0	\$ 160.00	1.0	\$ 70.00	6.0	\$ 675.00
<b>Subtotal</b>	<b>6.0</b>	<b>\$ 1,350.00</b>	<b>0.0</b>	<b>\$ -</b>	<b>13.0</b>	<b>\$ 1,950.00</b>	<b>17.0</b>	<b>\$ 1,870.00</b>	<b>8.0</b>	<b>\$ 640.00</b>	<b>4.0</b>	<b>\$ 280.00</b>	<b>48.0</b>	<b>\$ 6,090.00</b>

SUBTOTAL (BASIC SERVICES)

\$ 21,580.00

2.0 SPECIAL SERVICES

A. SUBSURFACE INVESTIGATION		TOTAL
Subsurface Investigation	Single site visit to locate utility	\$ 1,850.00
<b>Subtotal</b>		<b>\$ 1,850.00</b>

SUBTOTAL (SPECIAL SERVICES) \$ 1,850.00

SUBTOTAL (Street Related Utilities) \$ 12,930.00

SUBTOTAL (Sanitary Sewer Extension) \$ 10,500.00

TOTAL UTILITY DESIGN FEE \$ 23,430.00



**SCHEDULE OF STANDARD HOURLY BILLING RATES**  
*(Our hourly rates are subject to change at any time.)*

**ENGINEERING**

Principal.....	\$225.00/Hr.
Associate Principal .....	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator .....	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.
Senior Technician .....	\$110.00/Hr.
Technician .....	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager .....	\$80.00/Hr.
Technical Assistant .....	\$50.00/Hr.
Executive Assistant .....	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant .....	\$70.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.

**LANDSCAPE ARCHITECTURE**

Principal.....	\$225.00/Hr.
Associate Principal .....	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect .....	\$95.00/Hr.
Landscape Designer .....	\$75.00/Hr.
Drafter.....	\$75.00/Hr.
Executive Assistant .....	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant .....	\$70.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.

**SURVEYING**

Principal.....	\$225.00/Hr.
Associate Principal .....	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator .....	\$120.00/Hr.
Project Surveyor .....	\$95.00/Hr.
Survey Intern .....	\$90.00/Hr.
Senior Technician .....	\$90.00/Hr.
Technician .....	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager .....	\$80.00/Hr.
Technical Assistant .....	\$50.00/Hr.
Executive Assistant .....	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant .....	\$70.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.
Survey Field Crew (1-person) .....	\$95.00/Hr.
Survey Field Crew (2-person) .....	\$140.00/Hr.
Survey Field Crew (3-person) .....	\$195.00/Hr.
Survey Field Crew (4-person) .....	\$250.00/Hr.

rev. 02/2016



# City of Farmers Branch

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

## Staff Report

File Number: R2016-049

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.4

**Consider approving Resolution No. 2016-049 in support of the application of Windy Ridge, LLC. to the Texas Commission on Environmental Quality for a Municipal Settings Designation for property located at 1000 Lake Ridge Road in Lewisville, Texas; and take appropriate action.**

### BACKGROUND:

Windy Ridge, LLC. has applied for a Municipal Settings Designation (MSD) from the City of Lewisville and the Texas Commission on Environmental Quality (TCEQ) for a 15.2-acre tract at 1000 Windy Ridge Road in Lewisville, Texas. The 15.2-acre tract comprises the western portion of a 28-acre tract planned development in Lewisville, Texas. The City of Lewisville approved an MSD Designated Property pursuant to City of Lewisville Ordinance No. 4227-11-2015, approved on November 16, 2015. The MSD Designated Property and surrounding properties are currently used for commercial and residential purposes. An approved MSD prohibits the use of shallow groundwater beneath the MSD property and adjacent street rights-of-way as potable water and appropriately restricts other uses of and contact with the shallow groundwater at the MSD property.

Farmers Branch has a drinking water well located at 524 Huffines Road in Lewisville, Texas that is located within five miles of the MSD Designated Property. The Farmers Branch drinking water well is founded in the Trinity Aquifer. Groundwater at the property is encountered in the uppermost aquifer at depth ranging from 18-23 feet below ground surface and the flow is generally to the southeast, away from the drinking water well. The groundwater has been impacted with nitrate. The impacted aquifer is approximately 900 feet above the Trinity Aquifer in which the City of Farmers Branch well is founded and is separated by the Eagle Ford Shale formation, the Woodbine Aquifer, and several limestone and clay formations comprising the Washita and Fredericksburg groups. Concentrations of the chlorinated volatile organic compounds have proven to be stable in some monitoring wells and decreasing in others.

### DISCUSSION:

Based on the lateral distance between the designated property and the City of Farmers Branch well, the presence of aquitards between the impacted aquifer and the Trinity Aquifer, it is highly unlikely that the presence of nitrates in the shallow groundwater at the MSD site will affect the water quality of the City of Farmers Branch well.

### RECOMMENDATION:

City Administration recommends approving Resolution No. 2016-049 in support of the application of Windy Ridge, LLC to the Texas Commission on Environmental Quality for a

Municipal Settings Designation for property located at 1000 Lake Ridge Road in Lewisville, Texas.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-049 in support of the application of Windy Ridge, LLC. to the Texas Commission on Environmental Quality for a Municipal Settings Designation for property located at 1000 Windy Ridge Road in Lewisville, Texas.
2. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution 2016-049
2. Attachment 1 - Designated Property
3. Attachment 2 - Aerial
4. Attachment 4 - 5 Mile Map



## RESOLUTION NO. 2016-049

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, IN SUPPORT OF THE APPLICATION OF WINDY RIDGE, LLC TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTING DESIGNATION FOR PROPERTY LOCATED AT 1000 LAKE RIDGE ROAD IN LEWISVILLE, TEXAS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Chapter 361, Subchapter W, of the Texas Solid Waste Disposal Act authorizes the Texas Commission on Environmental Quality (TCEQ) to certify Municipal Setting Designations for properties upon receipt and approval of the properly submitted application to TCEQ; and

**WHEREAS**, as a part of the application to TCEQ for a Municipal Setting Designation (MSD) for a site, the applicant is required to provide documentation that the application is supported by; (1) the city council of the municipality in which the site is located, (2) the city council of each municipality with a boundary located not more than one-half mile from the site, (3) the city council of each municipality that owns or operates a groundwater supply well located not more than five miles from the site, and (4) the governing body of each retail public utility, as defined in Section 13.002, Texas Water Code, that owns or operates a groundwater supply well located not more than five miles from the site and

**WHEREAS**, pursuant to City of Lewisville Ordinance No. 4227-11-2015, the City of Lewisville City Council approved the application of Windy Ridge, LLC for a Municipal Setting Designation for an approximately 15.2-acre tract of land comprising the western portion of an approximately 28-acre tract of land located at 1000 Lake Ridge Road in Lewisville, Texas (the "MSD Designated Property"); and

**WHEREAS**, the City of Farmers Branch owns or operates a groundwater supply well within five miles of the MSD Designated Property; and

**WHEREAS**, following the approval of a resolution of support from each municipality and retail public utility from which such a resolution is required, Windy Ridge, LLC will submit to TCEQ an application for certification of a Municipal Setting Designation for the MSD Designated Property pursuant to Texas Health and Safety Code, Chapter 361, Subchapter W; and

**WHEREAS**, as required by law, the Applicant has provided the notice to the City of Farmers Branch of the application for the MSD for the MSD Designated Property and requested that the City Council of the City of Farmers Branch, Texas, provide a resolution supporting said application; and

**WHEREAS**, City staff has reviewed the materials received from the Applicant's consultant and finds no reason to object to the MSD application for the MSD Designated Property; and

**WHEREAS**, in the spirit of cooperation with and support of the City of Lewisville in its the efforts to provide for the redevelopment of property within its corporate limits, the City Council of the City of Farmers Branch, finds it to be in the public interest to support the proposed MSD application described hereon;

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

**SECTION 1.** The City Council of the City of Farmers Branch supports Windy Ridge, LLC's application to the TCEQ for certification of a Municipal Setting Designation for the MSD Designated Property.

**SECTION 2.** This resolution shall become effective immediately upon its approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17th DAY OF MAY, 2016.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/4/16:76633)



**DESIGNATED PROPERTY**

**LINE TABLE**

L1 S 58°08'01" W 108.58'  
 L2 S 72°44'09" W 82.92'  
 L3 S 89°12'07" W 97.48'

**CURVE TABLE**

C1  
 DELTA=14°35'10"  
 RADIUS=300.00'  
 ARC LENGTH=76.37'  
 CHORD=S 65°20'17" W 76.17'

C2  
 DELTA=22°59'31"  
 RADIUS=300.00'  
 ARC LENGTH=120.39'  
 CHORD=S 61°16'14" W 119.55'



Scale:	SEE SCALE ABOVE
Source:	Metroplex Surveying, Inc.
Date:	5/23/2014

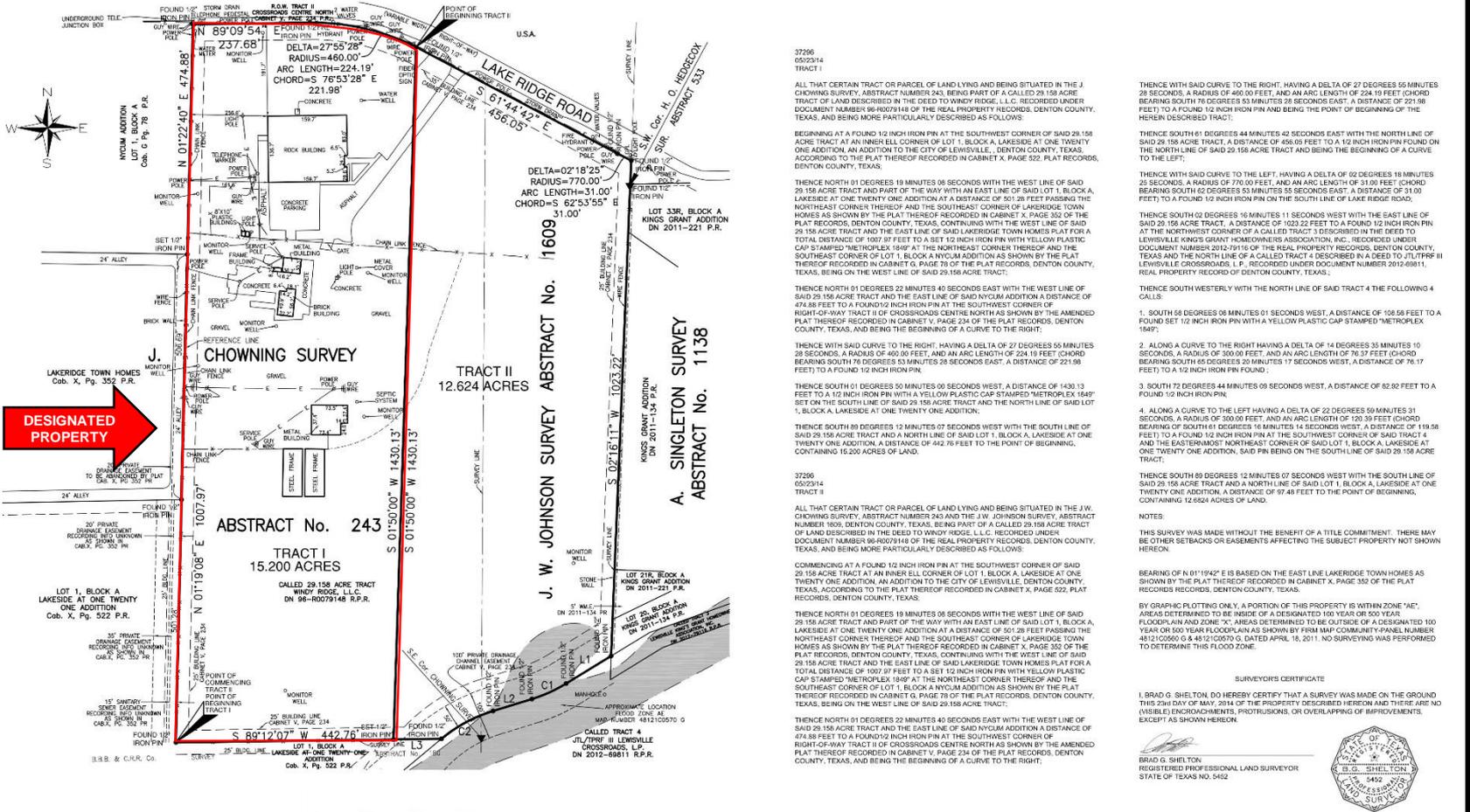


2501 East Loop 820 North Fort Worth, Texas 76118  
 PH. (817) 268-8600 FAX. (817) 268-8602

**MSD BOUNDARY SURVEY**  
 Office/Warehouse/Storage Facility  
 1000 Lake Ridge Road  
 Lewisville, Denton County, Texas

Attachment

1



73296  
0502314  
TRACT II

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J CHOWNING SURVEY, ABSTRACT NUMBER 243, BEING PART OF A CALLED 29.158 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WINDY RIDGE, L.L.C. RECORDED UNDER DOCUMENT NUMBER 98-0079148 OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID 29.158 ACRE TRACT AT AN INNER ELL CORNER OF LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET X, PAGE 522, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 01 DEGREES 18 MINUTES 08 SECONDS WEST WITH THE WEST LINE OF SAID 29.158 ACRE TRACT AND PART OF THE WAY WITH AN EAST LINE OF SAID LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION AT A DISTANCE OF 501.28 FEET PASSING THE NORTHEAST CORNER THEREOF AND THE SOUTHEAST CORNER OF LAKE RIDGE TOWN HOMES AS SHOWN BY THE PLAT THEREOF RECORDED IN CABINET X, PAGE 353 OF THE PLAT RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID 29.158 ACRE TRACT AND THE EAST LINE OF SAID LAKE RIDGE TOWN HOMES PLAT FOR A TOTAL DISTANCE OF 1007.97 FEET TO A SET 1/2 INCH IRON PIN WITH YELLOW PLASTIC CAP STAMPED 'METROPLEX 1899' AT THE NORTHEAST CORNER THEREOF AND THE SOUTHWEST CORNER OF LOT 1, BLOCK A NYCOM ADDITION AS SHOWN BY THE PLAT THEREOF RECORDED IN CABINET G, PAGE 78 OF THE PLAT RECORDS, DENTON COUNTY, TEXAS, BEING ON THE WEST LINE OF SAID 29.158 ACRE TRACT;

THENCE NORTH 01 DEGREES 22 MINUTES 40 SECONDS EAST WITH THE WEST LINE OF SAID 29.158 ACRE TRACT AND THE EAST LINE OF SAID NYCOM ADDITION A DISTANCE OF 474.88 FEET TO A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF RIGHT-OF-WAY TRACT II OF CROSSROADS CENTRE NORTH AS SHOWN BY THE AMENDED PLAT THEREOF RECORDED IN CABINET Y, PAGE 234 OF THE PLAT RECORDS, DENTON COUNTY, TEXAS, AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A DELTA OF 27 DEGREES 55 MINUTES 28 SECONDS, A RADIUS OF 400.00 FEET, AND AN ARC LENGTH OF 224.19 FEET (CHORD BEARING SOUTH 65 DEGREES 20 MINUTES 17 SECONDS EAST, A DISTANCE OF 221.98 FEET) TO A FOUND 1/2 INCH IRON PIN;

THENCE SOUTH 01 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 1430.13 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED 'METROPLEX 1899' SET ON THE SOUTH LINE OF SAID 29.158 ACRE TRACT AND THE NORTH LINE OF SAID LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION;

THENCE SOUTH 89 DEGREES 12 MINUTES 07 SECONDS WEST WITH THE SOUTH LINE OF SAID 29.158 ACRE TRACT AND A NORTH LINE OF SAID LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION, A DISTANCE OF 442.76 FEET TO THE POINT OF BEGINNING, CONTAINING 15.200 ACRES OF LAND.

73296  
0502314  
TRACT I

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J.W. CHOWNING SURVEY, ABSTRACT NUMBER 243 AND THE J.W. JOHNSON SURVEY, ABSTRACT NUMBER 1609, DENTON COUNTY, TEXAS, BEING PART OF A CALLED 29.158 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WINDY RIDGE, L.L.C. RECORDED UNDER DOCUMENT NUMBER 98-0079148 OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID 29.158 ACRE TRACT AT AN INNER ELL CORNER OF LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET X, PAGE 522, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 01 DEGREES 18 MINUTES 08 SECONDS WITH THE WEST LINE OF SAID 29.158 ACRE TRACT AND PART OF THE WAY WITH AN EAST LINE OF SAID LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION AT A DISTANCE OF 501.28 FEET PASSING THE NORTHEAST CORNER THEREOF AND THE SOUTHEAST CORNER OF LAKE RIDGE TOWN HOMES AS SHOWN BY THE PLAT THEREOF RECORDED IN CABINET X, PAGE 353 OF THE PLAT RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID 29.158 ACRE TRACT AND THE EAST LINE OF SAID LAKE RIDGE TOWN HOMES PLAT FOR A TOTAL DISTANCE OF 1007.97 FEET TO A SET 1/2 INCH IRON PIN WITH YELLOW PLASTIC CAP STAMPED 'METROPLEX 1899' AT THE NORTHEAST CORNER THEREOF AND THE SOUTHWEST CORNER OF LOT 1, BLOCK A NYCOM ADDITION AS SHOWN BY THE PLAT THEREOF RECORDED IN CABINET G, PAGE 78 OF THE PLAT RECORDS, DENTON COUNTY, TEXAS, BEING ON THE WEST LINE OF SAID 29.158 ACRE TRACT;

THENCE NORTH 01 DEGREES 22 MINUTES 40 SECONDS EAST WITH THE WEST LINE OF SAID 29.158 ACRE TRACT AND THE EAST LINE OF SAID NYCOM ADDITION A DISTANCE OF 474.88 FEET TO A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF RIGHT-OF-WAY TRACT II OF CROSSROADS CENTRE NORTH AS SHOWN BY THE AMENDED PLAT THEREOF RECORDED IN CABINET Y, PAGE 234 OF THE PLAT RECORDS, DENTON COUNTY, TEXAS, AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A DELTA OF 27 DEGREES 55 MINUTES 28 SECONDS, A RADIUS OF 400.00 FEET, AND AN ARC LENGTH OF 224.19 FEET (CHORD BEARING SOUTH 76 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 221.98 FEET) TO A FOUND 1/2 INCH IRON PIN AND BEING THE POINT OF BEGINNING OF THE HEREN DESCRIBED TRACT;

THENCE SOUTH 01 DEGREES 46 MINUTES 42 SECONDS EAST WITH THE NORTH LINE OF SAID 29.158 ACRE TRACT, A DISTANCE OF 486.00 FEET TO A 1/2 INCH IRON PIN FOUND ON THE NORTH LINE OF SAID 29.158 ACRE TRACT AND BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, HAVING A DELTA OF 02 DEGREES 18 MINUTES 25 SECONDS, A RADIUS OF 770.00 FEET, AND AN ARC LENGTH OF 31.90 FEET (CHORD BEARING SOUTH 62 DEGREES 53 MINUTES 53 SECONDS EAST, A DISTANCE OF 31.90 FEET) TO A FOUND 1/2 INCH IRON PIN ON THE SOUTH LINE OF LAKE RIDGE ROAD;

THENCE SOUTH 02 DEGREES 16 MINUTES 11 SECONDS WEST WITH THE EAST LINE OF SAID 29.158 ACRE TRACT, A DISTANCE OF 1023.22 FEET TO A FOUND 1/2 INCH IRON PIN AT THE NORTHWEST CORNER OF A CALLED TRACT 3 DESCRIBED IN THE DEED TO LEWISVILLE KNIGHTS GRAND HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER DOCUMENT NUMBER 2012-09110 OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE NORTH LINE OF A CALLED TRACT 4 DESCRIBED IN A DEED TO JLT, FRFR III LEWISVILLE CROSSROADS, L.P., RECORDED UNDER DOCUMENT NUMBER 2012-69811, REAL PROPERTY RECORD OF DENTON COUNTY, TEXAS.;

THENCE SOUTH WESTERLY WITH THE NORTH LINE OF SAID TRACT 4 THE FOLLOWING 4 CALLS:

1. SOUTH 58 DEGREES 08 MINUTES 01 SECONDS WEST, A DISTANCE OF 108.58 FEET TO A FOUND SET 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED 'METROPLEX 1899';
2. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 14 DEGREES 35 MINUTES 10 SECONDS, A RADIUS OF 300.00 FEET, AND AN ARC LENGTH OF 76.37 FEET (CHORD BEARING SOUTH 65 DEGREES 20 MINUTES 17 SECONDS EAST, A DISTANCE OF 76.17 FEET) TO A 1/2 INCH IRON PIN FOUND;
3. SOUTH 72 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 82.92 FEET TO A FOUND 1/2 INCH IRON PIN;
4. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22 DEGREES 59 MINUTES 31 SECONDS, A RADIUS OF 300.00 FEET, AND AN ARC LENGTH OF 120.39 FEET (CHORD BEARING SOUTH 61 DEGREES 16 MINUTES 14 SECONDS WEST, A DISTANCE OF 119.55 FEET) TO A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID TRACT 4 AND THE EASTERNMOST NORTHEAST CORNER OF SAID LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION, SAID PIN BEING ON THE SOUTH LINE OF SAID 29.158 ACRE TRACT;

THENCE SOUTH 89 DEGREES 12 MINUTES 07 SECONDS WEST WITH THE SOUTH LINE OF SAID 29.158 ACRE TRACT AND A NORTH LINE OF SAID LOT 1, BLOCK A, LAKESIDE AT ONE TWENTY ONE ADDITION, A DISTANCE OF 97.48 FEET TO THE POINT OF BEGINNING, CONTAINING 12.624 ACRES OF LAND.

NOTES:  
 THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE OTHER SETBACKS OR EASEMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN HEREON.

BEARING OF N 01°19'42" E IS BASED ON THE EAST LINE LAKE RIDGE TOWN HOMES AS SHOWN BY THE PLAT THEREOF RECORDED IN CABINET X, PAGE 353 OF THE PLAT RECORDS RECORDS, DENTON COUNTY, TEXAS.

BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS WITHIN ZONE 'AE'. AREAS DETERMINED TO BE INSIDE OF A DESIGNATED 100 YEAR OR 500 YEAR FLOODPLAIN AND ZONE 'X'. AREAS DETERMINED TO BE OUTSIDE OF A DESIGNATED 100 YEAR OR 500 YEAR FLOODPLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 481210550 6 8 41210070 0, DATED APRIL 18, 2011. NO SURVEYING WAS PERFORMED TO DETERMINE THIS FLOOD ZONE.

**SURVEYOR'S CERTIFICATE**

I, BRAD G. SHELTON, DO HEREBY CERTIFY THAT A SURVEY WAS MADE ON THE GROUND THIS 23rd DAY OF MAY, 2014 OF THE PROPERTY DESCRIBED HEREON AND THERE ARE NO (VISIBLE) ENCROACHMENTS, PROTRUSIONS, OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON.

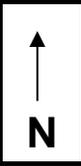
*Brad G. Shelton*  
 BRAD G. SHELTON  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 5402





**PROPOSED MSD  
BOUNDARY**

Dated: 2015  
Source: USDA  
SCALE: 1"=350'



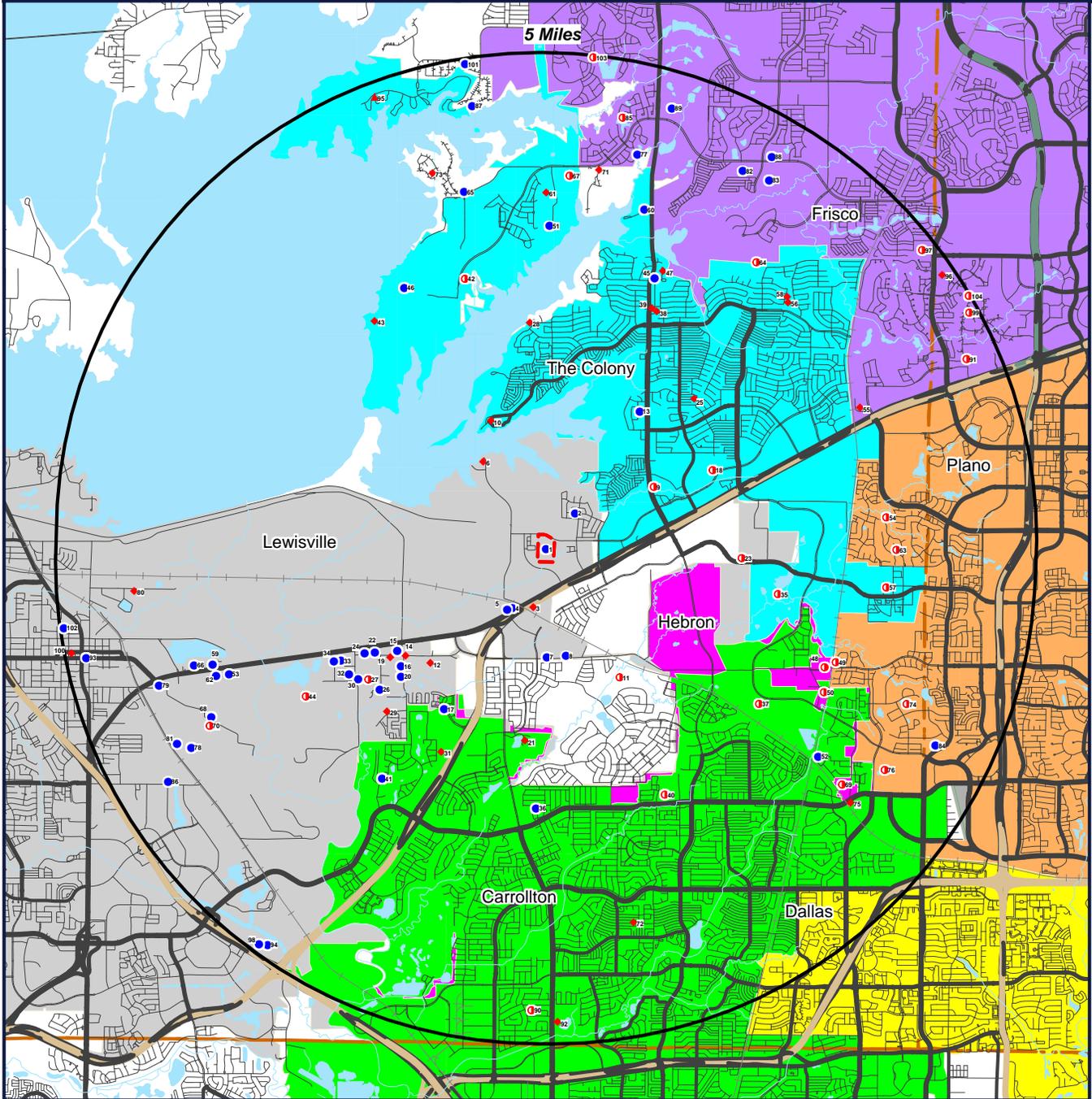
**Office/Warehouse/Storage Facility**  
1000 Lake Ridge Road  
Lewisville, Denton County, Texas

**ATTACHMENT 2**

**Terracon**

**AERIAL PHOTOGRAPH**

# ATTACHMENT 4: 5 MILE REGISTERED WATER WELLS SITE MAP



-  Target Property (TP)
-  TCEQ
-  TWDB
-  SSDRD
-  WUD

1000 Lake Ridge Road MSD  
 1000 Lake Ridge Road  
 Lewisville, Texas  
 75056



0' 4250' 8500' 12750'  
 SCALE: 1" = 8500'

**GeoSearch**

www.geo-search.com - phone: 888-396-0042 - fax: 512-472-9967



# City of Farmers Branch

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

## Staff Report

File Number: ORD-3371

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: G.5

**Consider adopting Ordinance No. 3371 approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division that adopts new natural gas rates for the City of Farmers Branch; and take appropriate action.**

### BACKGROUND:

The City of Farmers Branch is served by Atmos Energy Corporation, Mid-Tex Division. The City is also a member of the Atmos Cities Steering Committee (ACSC), a coalition of approximately 165 cities that unite to address gas utility rate and franchise issues related to Atmos Energy Corporation. The Rate Review Mechanism (RRM) Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (GPIP), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

In March 2016, Atmos Mid-Tex filed its fourth annual filing under the renewed Rate Review Mechanism (RRM) Tariff, seeking an increase of \$35.4 million additional revenues on a system-wide basis. If the company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and Atmos Mid-Tex have reached an agreement, reflected in the Ordinance, to reduce the company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis.

### DISCUSSION:

The Ordinance and settlement tariffs approve rates that will increase Atmos Mid-Tex's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly bill impact for the typical residential customer will be an increase of \$1.26, or about a 2.43%. The typical commercial customer will see an increase of \$3.81 or 1.43%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

### RECOMMENDATION:

Recommended motion by City Administration to adopt Ordinance No. 3371 approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division that adopts new natural gas rates for the City of Farmers Branch.

### POSSIBLE COUNCIL ACTION:

1. I move to approve adopting Ordinance No. 3371 approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division that adopts new natural gas rates for the City of Farmers Branch.
2. I move to approve adopting Ordinance No. 3371 approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division that adopts new natural gas rates for the City of Farmers Branch, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Ordinance No. 3371
2. Attachments A-C to Ordinance No. 3371
3. Frequently Asked Questions Regarding ACSC and the RRM Process



## ORDINANCE NO. 3371

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

**WHEREAS**, the City of Farmers Branch, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

**WHEREAS**, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

**Section 1.** The findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** The City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

**Section 4.** The ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

**Section 5.** Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

**Section 6.** To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 7.** The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** If any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 9.** Consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

**Section 10.** A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THE 17th DAY OF MAY 2016.**

ATTEST:

APPROVED:

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Amy Piukana, City Secretary

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Bob Phelps, Mayor

APPROVED AS TO FORM:

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Peter G. Smith, City Attorney  
(kbl:5/4/16:76773)

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 12</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.12 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 13</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 41.77 per month</b>
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 14</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 15</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 16</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 17</b>

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 41</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 42</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)  
TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1 Proposed Change In Rates:			\$ 29,603,205		Schedule A						
2 Proposed Change In Rates without Revenue Related Taxes:			\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7 Residential		\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8 Commercial		84,223,622		19.40%	Per GUD 10170 Final Order						
9 Industrial and Transportation		11,490,316		2.65%	Per GUD 10170 Final Order						
10 Net Revenue Requirements GUD No. 10170		<u>\$ 434,145,424</u>									
11											
12											
13											
14											

	Current	Prospective	Revenues	Proposed Change	Proposed Rates	Proposed Revenues
15 With Proportional Increase all classes but Residential and a 40% residential base charge increase:						
16						
17						
18 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622	\$ 0.52	\$ 19.08	\$ 339,813,673
19 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	\$ 12,837,933	\$ 0.01447	\$ 0.11378	\$ 94,839,970
20 Commercial Base Charge	\$ 39.87	\$ 1.81	\$ 2,662,423	\$ 1.83	\$ 41.70	\$ 61,390,268
21 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	\$ 2,662,423	\$ 0.00474	\$ 0.08494	\$ 47,065,984
22 I&T Base Charge	\$ 697.35	\$ 38.03	\$ 363,224	\$ 39.65	\$ 737.00	\$ 7,039,815
23 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	\$ 172,167	\$ 0.0159	\$ 0.3096	\$ 3,215,747
24 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	\$ 139,070	\$ 0.0116	\$ 0.2267	\$ 2,597,042
25 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	\$ 51,988	\$ 0.0025	\$ 0.0486	\$ 971,117
26						
27						
28			<u>\$ 27,447,850</u>			<u>\$ 566,933,616</u>
29						

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PPAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PPAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	<b>Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)</b>	<u>\$ 1,995,016</u>	<u>\$ 1,132,659</u>	<u>\$ 2,098,222</u>	<u>\$ 31,249</u>	<u>\$ 1,195,248</u>	<u>\$ 6,452,393</u>
6							
7	<b>Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)</b>	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	<b>Test Year Adjustment (Line 5 minus Line 7)</b>	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (1,717,445)
13	Account 926	\$ -	\$ -	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (2,331,412)
14	Total (Ln 12 plus Ln 13)	<u>\$ (836,844)</u>	<u>\$ (880,601)</u>	<u>\$ (827,379)</u>	<u>\$ (3,561)</u>	<u>\$ (1,500,472)</u>	<u>\$ (4,048,856)</u>
15							
16							
17	Notes:						
18	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
19	2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).						
20	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						
21	4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.						

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	\$ 4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		\$ 150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 12</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.12 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 13</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 41.77 per month</b>
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 14</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 15</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 16</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 17</b>

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 41</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 42</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)  
TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements	Allocations								
7	Residential	\$ 338,431,486	77.95%		Per GUD 10170 Final Order						
8	Commercial	84,223,622	19.40%		Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316	2.65%		Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

11

12

13

14

15

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

17

	Current	Prospective	Revenues
18 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
19 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
20 Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
21 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
22 I&T Base Charge	\$ 697.35	\$ 38.03	363,224
23 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
24 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
25 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	<u>51,988</u>
26			\$ 27,447,850

16 With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	<u>49,955</u>	\$ 0.0486	<u>971,117</u>
		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	<b>Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)</b>	<b>\$ 1,995,016</b>	<b>\$ 1,132,659</b>	<b>\$ 2,098,222</b>	<b>\$ 31,249</b>	<b>\$ 1,195,248</b>	<b>\$ 6,452,393</b>
6							
7	<b>Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)</b>	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	<b>Test Year Adjustment (Line 5 minus Line 7)</b>	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

## Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

## **FREQUENTLY ASKED QUESTIONS REGARDING ACSC AND THE RRM RATEMAKING PROCESS**

### **What is the Role of Cities in Ratemaking?**

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the city level and only gone to the Railroad Commission of Texas (“RRC” or “Commission”) with an appeal of city action or if they cannot reach a settlement with cities. If a utility and cities reach an agreement, the utility may then file a case at the RRC to implement the same rates approved by cities in areas outside municipal boundaries.

Once a case is at the RRC, the Commission Staff generally expects cities to intervene and do most of the discovery, sponsor opposing witnesses, and do most of the cross-examination and briefing. There is no consumer advocate at the RRC. If cities do not participate in hearings at the RRC, the request of a regulated utility is likely to be rubber-stamped.

### **What is the background to the creation of the Atmos Cities Steering Committee?**

The Atmos pipeline and distribution systems were built, owned and operated by Lone Star Gas (“LSG”) which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities (“TXU”) in the late 1990’s. That meant that many cities had their own unique distribution rates and that individual cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems, and pipeline rates were set by the RRC.

From the early 1980’s through the late 1990’s, LSG filed no pipeline or system-wide rate case at the RRC. When LSG was finally brought before the RRC to show cause why its rates should not be reduced, approximately 80 cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star.

TXU purchased the LSG assets in the late 1990’s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different city regional committees then united and formed the Allied Coalition of Cities (“ACC”). While the gas utility assets were owned and controlled by TXU, the Steering Committee transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing committee.

In Gas Utilities Docket (“GUD”) No. 9400 in 2004, TXU’s request for a \$61.6 million system-wide increase was aggressively opposed by ACC. The company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation (“Atmos” or “Company”). ACC was then transformed into the Steering

Committee of Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, "ACSC".

### **What is the Atmos Cities Steering Committee?**

ACSC is a coalition of 163 cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for cities; (3) protect cities' original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policy in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments which support ongoing administrative and legislative advocacy and all expenses where cities are not entitled to reimbursement. Each member city designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee or Settlement Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives.

The list of current members is attached.

### **What is the benefit of membership in ACSC?**

One hundred sixty-three cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one city or multiple small groups of cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

### **What has ACSC accomplished?**

Going into the legislative session, ACSC in December 2010 released a 48-page report, "Natural Gas Consumers and the Texas Railroad Commission." More than 200 television, newspaper and radio news sites posted information on and a link to the report which may be found on ACSC's website, [TexasGasConsumers.org](http://TexasGasConsumers.org).

ACSC has also been instrumental in the ongoing Sunset Commission review of the RRC. From 2010-2013, ACSC representatives visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in the Sunset Commission Report on the Railroad Commission, delivered to the legislature's Sunset Committee prior to public hearings on the agency. Several ACSC member representatives testified before the legislature regarding reforms needed at the Railroad Commission.

During the 2011 legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived cities of certain rights, and led to even greater rate increases.

ACSC has also resolved a major issue involving franchise fees. In 2010, Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member city to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a city opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then pending system-wide rate case. Approximately 50 ACSC city representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos practices, the unfairness of annual Gas Reliability Infrastructure Program (“GRIP”) rate filings that precluded city and citizen review, and the Company’s lack of coordination with cities. That meeting led to the creation of the Rate Review Mechanism (“RRM”) process and greater ongoing communication between the Company and ACSC.

In 2010, ongoing communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated city needs to control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a city and consumer perspective) program threatened by the RRC.

### **What is an RRM case?**

The concept of an RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex’s 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RRC adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex’s cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RRC would have authorized) and set

caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed cities to make a comprehensive evaluation of all aspects of the utility's business—investment, operation and maintenance expenses and revenues—unlike GRIP which only allows consideration of changes to invested capital.

Unable to reach agreement on perpetuation of the original RRM terms, Atmos filed a traditional rate case with cities in 2012, which was then appealed to the Railroad Commission. A final order in that case was entered in December 2012. The ratemaking decisions of the Commission then became the basis of renewal negotiations on the RRM process. The renewed RRM includes some modifications that enhance the original RRM process. Among these modifications are:

- A limit on the percentage of increase to be included in the monthly customer charge;
- A prohibition against capital post-test year adjustments;
- A time limit for known and measurable adjustments to operating and maintenance expenses;
- A guaranteed reduction in the Company's requested increase of at least \$3 million annually; and
- A limitation on the amount of equity in the Company's capital structure.

The renewal of the RRM process was better for cities and consumers than would have been authorized by the RRC under the GRIP process. The first filing under the new process was filed in July 2013. That case was settled for a \$16.6 million increase.

In February 2014, Atmos Mid-Tex filed its second annual filing under the Rate Review Mechanism ("RRM") Tariff, seeking an increase of \$45.7 million. Although ACSC attempted to reach a settlement with the Company as it had in past years, the wide differences between the Company and ACSC's consultants' recommendations made a compromise impossible. On the recommendation of the ACSC Executive Committee and ACSC's legal counsel, the City in 2014 adopted a Resolution denying the requested rate increase.

The Company appealed the City's denial to the Railroad Commission of Texas ("Commission"), and revised its requested increase to \$43.8 million. A hearing was held on the Company's appeal on September 3, 2014. On April 28, 2015, the Commission's Hearings Examiner issued his Proposal for Decision ("PFD") in the Company's appeal of the City's denial of the 2014 RRM rate increase. This PFD was not favorable to ACSC, but did recommend a reduction of approximately \$860,000 to the Company's adjusted 2014 filing.

While the parties were waiting for the PFD from the Hearings Examiner in the appeal of the 2014 RRM filing, on February 27, 2015, Atmos Mid-Tex filed with the Cities another rate increase request under the RRM Tariff, seeking additional revenues in the amount of \$28.762 million. ACSC settled that case by combining the 2014 and 2015 filings for \$65.7 million rather than the combined request of \$74.5 million. That Settlement Agreement also required Atmos to abate its appeal of the City's rejection of the 2014 RRM rate increase pending approval by all ACSC cities of the Settlement Agreement. The Agreement required Atmos to give the City the benefit of the adjustments to the 2014 rate increase recommended by the PFD.

### **Why is RRM superior to GRIP?**

The GRIP cases are one-sided guarantees of a rubber-stamp of the utility's rate request. ACSC attempted to participate in the first two GRIP proceedings filed by both Atmos Pipeline and Atmos Mid-Tex at the RRC. Not only were cities' motions to intervene denied, but also, ACSC's comments were ignored. At the city level, ACSC consultants determined that Atmos was not only including items such as artwork, chairs, computers and meals in interim rate adjustments that were allegedly intended to promote pipeline safety, but also the Company was over-earning its previously authorized rate of return. ACSC attacked the Commission's rule in court because it denied city participation, denied a hearing on a contested matter, and denied cities' recovery of any expenses associated with resisting GRIP rate increases. The courts were not helpful to cities. In 2011, the Texas Supreme Court upheld the GRIP statute.

Cities have contended that GRIP is terrible public policy since it authorizes what would from a history of public interest regulation be regarded as unlawful—piecemeal ratemaking. GRIP allows rates to increase if the utility's invested capital net of depreciation increases year-over-year. An increase in rates is mandated under GRIP if investment increases, even if increasing revenues and declining expenses more than offset the costs associated with increased investment.

The RRM process negotiated by ACSC solves the piecemeal ratemaking problem by providing for a comprehensive review of Atmos' expenses and revenues. Furthermore, the RRM process benefitted ACSC by: (1) allowing cities participation that would be denied under GRIP; (2) allowing cities to recover, at utility shareholder expense, all their ratemaking costs; and (3) avoiding both litigation and RRC jurisdiction.

The legislature has functionally authorized annual increases in gas utility rates through the GRIP process. Since consumers are otherwise stuck with annual rate increases, it is better to have cities participating in the comprehensive RRM process than unable to participate in a piecemeal process.

**What has been the history of the RRM efforts?**

The results of the preceding RRM proceedings are as follows:

<b>RRM Filing</b>	<b>Year</b>	<b>Atmos Request</b>	<b>ACSC Settlement</b>
#1	2008	\$33.5 million	\$20 million
#2	2009	\$20.2 million	\$2.6 million
#3	2010	\$70.2 million	\$27 million
#4	2011	\$15.7 million	\$6.6 million
#5	2013	\$22.7 million	\$16.6 million
#6	2014	\$45.7 million	Cities denied
#7	2015	\$28.8 million	\$65.7 million
#8	2016		

If you have other questions please contact me at (512) 322-5875 and/or gmg@lglawfirm.com.

Geoffrey Gay  
ACSC, General Counsel



# City of Farmers Branch

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

## Staff Report

File Number: R2016-040

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.6

**Consider approving Resolution No. 2016-040 authorizing submission of an application to Dallas County for the Fiscal Year 2016 Dallas County Community Development Block Grant program for the Shoredale Lane water and sewer replacement project; and take appropriate action.**

### BACKGROUND:

Community Development Block Grant (CDBG) eligible projects are those that improve or maintain existing low-to-moderate income neighborhoods, promote low-income home ownership, or eliminate community-threatening conditions. Examples of eligible projects include water and sewer replacements, road projects, park rehabilitation, and sidewalk projects. The existing asbestos cement water line in Shoredale Lane is over 33 years old and the existing clay tile sewer lines are over 49 years old and require high levels of maintenance.

Two areas of the City meet the qualifications for the required low-to-moderate income standard for CDBG funds. One area is generally bounded by Spring Valley Lane, Josey Lane, Dennis Lane, Valley View Lane, and Interstate Highway 35 East north bound service road. The other area is generally bounded by Fyke Road, Dennis Lane, Valwood Parkway, Ivanwood Lane, Janwood Lane, and Josey Lane.

On April 14, 2015, the Dallas County Commissioners Court approved changes to Dallas County's Community Development Block Grant (CDBG) program. Funding will now be provided on an every-other-year basis, so that one-half of the Cities participating in the program will receive funding one year and the remaining Cities the next. In their particular funding year, Cities will receive approximately twice the annual amount of funding that they received under the old program.

For Fiscal Year (FY) 2016, the City of Farmers Branch is eligible to receive \$219,773.00 in CDBG funds from Dallas County.

Dallas County will be holding public hearings on May 17, 2016 and June 21, 2016; a requirement by Dallas County to encourage public input.

### DISCUSSION:

The project that has been identified for the FY 2016 CDBG funding is the replacement of approximately 1,350 linear feet of existing water line in Shoredale Lane from Hollandale Lane to Fyke Road and 327 linear feet of existing sanitary sewer line in Shoredale Lane from

Rollingdale Lane to 27 feet north of Starcrest Lane. This project will consist of replacement of all the mains, service lines, valves, fire hydrants and manholes. Preparation of the plans and specifications would begin later this year with the project being bid and constructed in the second quarter of 2017.

The FY 2016 Community Development Block Grant application deadline is June 1, 2016.

This item is consistent with Council's Guiding Principles which is to provide functional, sustainable, and well-maintained infrastructure, facilities, and equipment.

RECOMMENDATION:

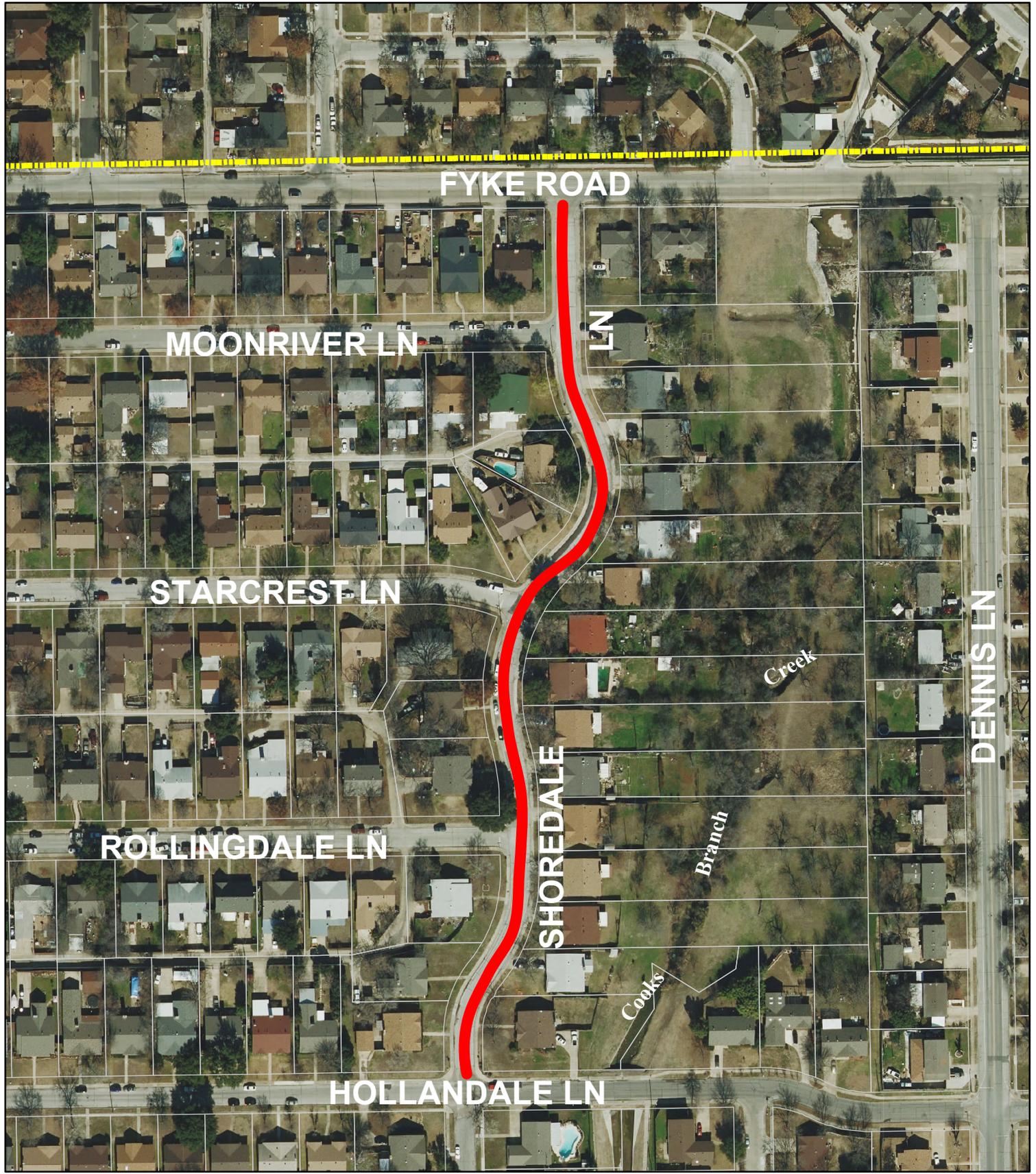
Consider approving Resolution No. 2016-040 authorizing submission of an application to Dallas County for the Fiscal Year 2016 Dallas County Community Development Block Grant program for the Shoredale Lane water and sewer replacement project.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-040 authorizing submission of an application to Dallas County for the Fiscal Year 2016 Dallas County Community Development Block Grant program for the Shoredale Lane water and sewer replacement project.
2. I move to approve Resolution No. 2016-040 authorizing submission of an application to Dallas County for the Fiscal Year 2016 Dallas County Community Development Block Grant program for the Shoredale Lane water and sewer replacement project, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Location Map
2. Low-Moderate Income by 2010 Census Data Map
3. Resolution No. 2016-040
4. Attachment A to Resolution No. 2016-040 Dallas County CDBG Project Application



FYKE ROAD

MOONRIVER LN

LN

STARCREST LN

Creek

DENNIS LN

ROLLINGDALE LN

SHOREDALE LN

Branch

HOLLANDALE LN

Cooks

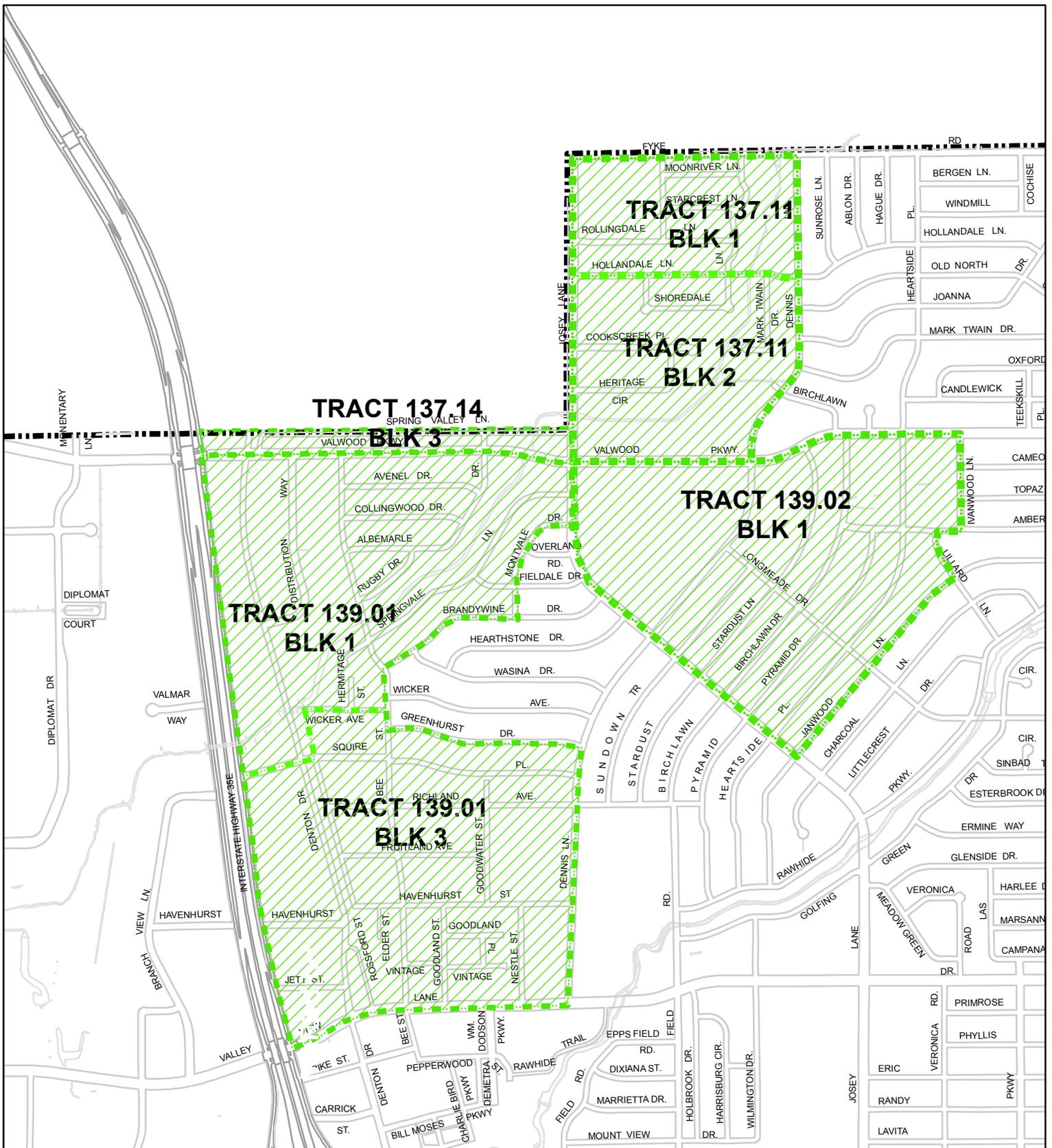


 PROJECT LOCATION

# LOCATION MAP



Date: 3/30/2016



## Low-Moderate Income Census Blocks (2010 Census Data)



>50% Low/Mod    
 
 Census Blocks



**RESOLUTION NO. 2016-040**



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE SUBMISSION OF A PROJECT APPLICATION TO DALLAS COUNTY FOR THE 2016 FISCAL YEAR DALLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT (REPLACEMENT OF WATER LINE AND A PORTION OF SEWER LINE ALONG SHOREDALE LANE BETWEEN HOLLANDALE LANE AND FYKE ROAD); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmers Branch is qualified to receive Community Development Block Grants (“CDBG”); and

**WHEREAS**, the City has been notified by Dallas County that the City’s allocation award for 2016 is \$ 219,773.00 and

**WHEREAS**, a public hearing will be held on May 17, 2016 and June 21, 2016 by Dallas County to consider funding proposals for the City’s allocation award for the 2016 fiscal year under the Dallas County CDBG Program; and

**WHEREAS**, City Administration, having determined that the following projects meet the County’s CDBG criteria, recommends that the FY 2016 CDBG funds be used for the following projects:

- (1) Replacement of the water line on Shoredale Lane between Hollandale Lane and Fyke Road; and
- (2) Replacement of the sanitary sewer line on Shoredale Lane from Rollingdale Lane 27 feet north of Starcrest Lane (collectively, “the Projects”).

**WHEREAS**, the City Council of the City of Farmers Branch finds it to be in the public interest to concur in said recommendation;

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

**SECTION 1.** The Mayor and City Manager are hereby authorized to sign and submit to Dallas County, on behalf of the City, the FY 2016 Project/Activity Application for the Community Development Block Grant Program (“the Application”) requesting the City’s allocation of award for FY 2016 and to sign such other forms that are required with respect to the application for and acceptance of said grant.

**SECTION 2.** The funds allocated to the City's share of FY 2016 CDBG funds shall be used for the Projects as set forth in the Application.

**SECTION 3.** This resolution shall become effective immediately upon its approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS THE 17<sup>th</sup> DAY OF MAY, 2016**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/4/16:76771)



# FY2016 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION



**Due: June 1, 2016 3:30 P.M.**

*Each project/activity must be on a separate application.*

**NAME OF CITY: Farmers Branch**

**TITLE OF PROJECT/ACTIVITY: Shoredale Lane Water Main Replacement: From Hollandale Lane to Fyke Road**

- (1.) Number of beneficiaries 970
- (2.) Percentage of beneficiaries being low/moderate income 77.32%
- (3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?
  - by a survey conducted on \_\_\_\_\_
  - by 2010 census data \_\_\_\_\_
  - other, explain \_\_\_\_\_
- (4.) Please provide below the required information for the project:
 

Census Tract <u>137.11</u>	Block Group <u>1</u>
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
- (5.) Identify which national CDBG objective this project addresses:
  - primarily assists low/moderate income
  - eradicates blight
  - eliminates community-threatening condition
  - N/A (to be used for projects involving ADA accommodations and the elderly which are assumed to automatically address a national objective)

- (6.) Is the service area for this project city-wide?  
 Yes  
 No If no, a map with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and its beginning and ending points.

- (7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

The project which has been identified for the FY 2016 CDBG funding is the replacement of approximately 1,350 linear feet of existing water line in Shoredale Lane from Hollandale Lane to Fyke Road. The existing asbestos cement water line is over 33 years old, and is repaired repeatedly. This project will consist of replacement of all the mains, service lines, valves and fire hydrants. Preparation of the plans and specifications would begin later this year with the project being bid and constructed in the second quarter of 2017.

- (8.) Project represents:  
 new project/activity  
 continuation of an on-going activity such as code enforcement (**please note that all "continuation projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application"**)  
 completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs additional funding in order to be constructed (**please note that all "completion of existing projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application"**)

- (9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for two years.** For capital improvement projects, also provide itemized costs and quantities for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible for capital improvement projects, have the estimates provided by a licensed professional engineer.

- (10.) Describe how project/activity is to be funded:

- FY2016 CDBG funding being allocated \$ 219,773.00
- CDBG funding from completed/canceled projects now being reallocated 0
- Non-CDBG funding that has been allocated \_\_\_\_\_
- Additional funding still needed \_\_\_\_\_

**TOTAL BUDGET: \$ 219,773.00**

(11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g.--City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_

(13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_

(14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

The City will design, implement, and manage the FY 2016 CDBG project with overview by the County; design of the plans and specifications would begin in the Fall of 2016.

(15.) Proposed start date for implementing project

Preparation of the plans and specifications would begin later in the Fall of 2016, with the project being bid and construction beginning in the second quarter of 2017.

(16.) Proposed completion date

Summer 2017

Contact person for project: Beena Jacob

Title: Sr. Engineering Specialist

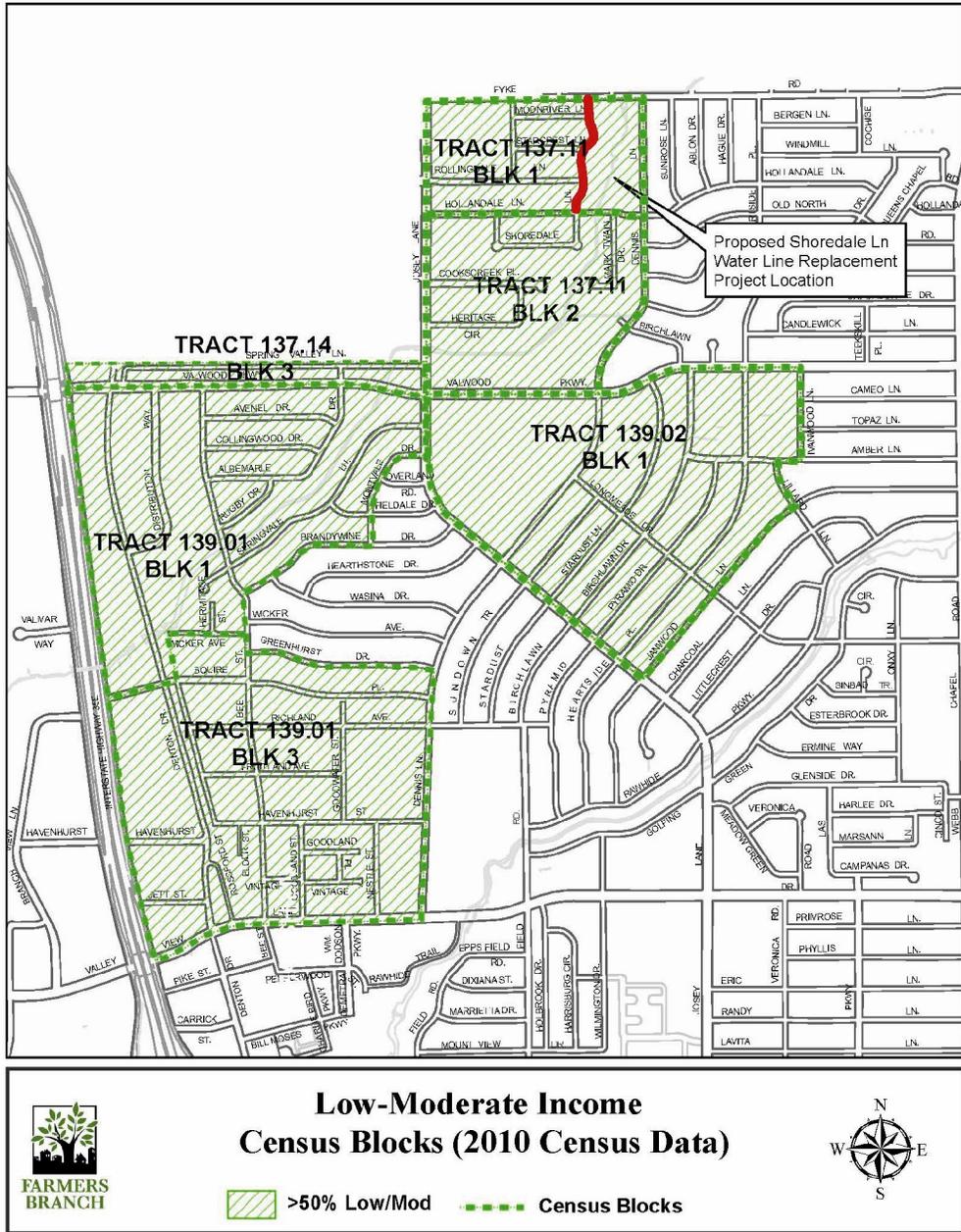
Phone number: 972-919-2592

Fax number: 972-919-2585

E-Mail address: beena.jacob@farmersbranchtx.gov

Authorized signature: \_\_\_\_\_  
Bob Phelps, Mayor

# FY 2016 Dallas County Community Development Block Grant Application Project Location for Water Line



## Cost Estimate: Shoredale Water Line Replacement

PROJECT: CDBG 2016: SHOREDALE LANE WATER LINE				Engineer's Estimate	
Item	Description	Bid Qty	Unit Price	Total	
<b>SHOREDALE WATER LINE REPLACEMENT</b>					
1	SAWCUT FULL DEPTH AND REMOVE EXISTING PAVEMENT	SY	1,350	\$15.00	\$20,250.00
3	CONSTRUCT 3" THICK TYPE 'D' HMAC PAVEMENT	SY	750	\$40.00	\$30,000.00
4	TURF ESTABLISHMENT-SOLID SOD, INCLUDING 2" TOPSOIL	SY	70	\$16.00	\$1,120.00
5	FURNISH & INSTALL 8" C-900 PVC DR-14 WATERLINE BY OPEN CUT INCLUDING CONNECTIONS, FITTINGS, EMBEDMENT & BACKFILL	LF	1,350	\$46.00	\$62,100.00
6	FURNISH & INSTALL 6" C-900 PVC DR-14 FIRE HYDRANT LEAD BY OPEN CUT INCLUDING CONNECTIONS, FITTINGS, EMBEDMENT & BACKFILL	LF	100	\$30.00	\$3,000.00
7	FURNISH & INSTALL 8"X12" TAPPING SLEEVE & 8" VALVE	EA	2	\$5,200.00	\$10,400.00
8	FURNISH & INSTALL 8" GATE VALVE	EA	3	\$1,200.00	\$3,600.00
9	FURNISH & INSTALL 6" GATE VALVE	EA	3	\$1,000.00	\$3,000.00
11	FURNISH & INSTALL 1" TYPE 'K' COPPER WATER SERVICE (LONG), REMOVE & REPLACE EXISTING METER W 3/4" AMR, METER & NEW METER BOX	EA	14	\$1,500.00	\$21,000.00
12	FURNISH & INSTALL NEW FIRE HYDRANT	EA	3	\$3,000.00	\$9,000.00
13	TRAFFIC CONTROL PLAN & IMPLEMENTATION (WATER)	LS	1	\$1,500.00	\$1,500.00
14	TRENCH SAFETY DESIGN & IMPLEMENTATION	LF	1,350	\$0.50	\$675.00
15	EROSION CONTROL PLANS & IMPLEMENTATION	LS	1	\$1,000.00	\$1,000.00
16	2" THICK TEMPORARY ASPHALT	SY	100	\$14.00	\$1,400.00
<b>SHOREDALE WATER MAIN REPLACEMENT: FYKE TO HOLLANDALE:</b>				<b>\$168,045.00</b>	

**Shoredale Street View Looking North From Starcrest & Water Main Breaks Data on Shoredale From 2011 to March 2016**



## Your Search Results

The results of your search are listed in the table below.

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id #	start date	category	subcategory	address	status	days	cost	updates
13-02875	Oct 8, 2013	Utilities	SSO Cleaning Program	shoredale	Completed	0d 0h	\$ 119.16	1 <a href="#">(view)</a>
13-03391	Nov 27, 2013	Utilities	Sewer Calls	14311 Shoredale	Completed	1d 6h	\$ 98.98	1 <a href="#">(view)</a>
14-00498	Feb 13, 2014	Utilities	Sewer Calls	14310 shoredale	Completed	0d 0h	\$ 402.40	1 <a href="#">(view)</a>
14-00601	Feb 24, 2014	Utilities	Sewer Calls	14330 Shoredale	Completed	0d 0h	\$ 59.58	1 <a href="#">(view)</a>
14-01211	Apr 21, 2014	Utilities	Reconnects / Disconnects	14242 Shoredale	Completed	0d 0h	\$ 20.08	1 <a href="#">(view)</a>
14-02201	Aug 4, 2014	Utilities	Water Leaks	14404 Shoredale	Completed	68d 8h	\$ 820.79	1 <a href="#">(view)</a>
14-02305	Aug 13, 2014	Utilities	Meter Replacement	14323 Shoredale	Completed	0d 0h	\$ 138.95	1 <a href="#">(view)</a>
14-02347	Aug 18, 2014	Utilities	Meter Reports	14310 shoredale	Completed	5d 23h	\$ 130.12	1 <a href="#">(view)</a>
14-03053	Oct 15, 2014	Utilities	Meter Replacement	14270 SHOREDALE Ln.	Completed	15d 4h	\$ 140.50	1 <a href="#">(view)</a>
14-03385	Nov 11, 2014	Utilities	Meter Replacement	14260 shoredale Ln.	Completed	2d 2h	\$ 120.75	3 <a href="#">(view)</a>
15-00013	Jan 3, 2015	Utilities	Sewer Calls	14330 Shoredale	Completed	0d 1h	\$ 63.48	1 <a href="#">(view)</a>
15-01734	May 30, 2015	Utilities	Sewer Calls	14330 Shoredale	Completed	1d 9h	\$ 27.97	1 <a href="#">(view)</a>
15-02510	Aug 9, 2015	Utilities	Water Main Break	14505 Shoredale	Completed	23d 15h	\$ 4,694.19	5 <a href="#">(view)</a>
15-03625	Nov 24, 2015	Utilities	SSO Cleaning Program	shoredale	Completed	0d 0h	\$ 208.53	1 <a href="#">(view)</a>
15-03628	Nov 24, 2015	Utilities	SSO Sewer Inspection	shoredale	Completed	0d 0h	\$ 133.77	1 <a href="#">(view)</a>
15-03761	Dec 3, 2015	Utilities	SSO Sewer Inspection	shoredale	Completed	0d 0h	\$ 85.36	1 <a href="#">(view)</a>
15-03886	Dec 11, 2015	Utilities	SSO Sewer Inspection	shoredale	Completed	0d 0h	\$ 222.95	1 <a href="#">(view)</a>
15-03890	Dec 11, 2015	Utilities	SSO Cleaning Program	shoredale	Completed	0d 0h	\$ 175.95	1 <a href="#">(view)</a>
15-03918	Dec 14, 2015	Utilities	SSO Sewer Inspection	shoredale	Completed	0d 0h	\$ 58.18	1 <a href="#">(view)</a>
15-03932	Dec 15, 2015	Utilities	SSO Cleaning Program	shoredale	Completed	0d 0h	\$ 151.16	1 <a href="#">(view)</a>

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id #	start date	category	subcategory	address	status	days	cost	updates
12-01281	May 8, 2012	Utilities	SSO Manhole Inspection	14232 Shoredale	Completed	5d 0h	\$ 379.80	1 <a href="#">(view)</a>
12-01282	May 8, 2012	Utilities	SSO Manhole Inspection	14260 Shoredale	Completed	5d 0h	\$ 379.80	1 <a href="#">(view)</a>
12-01313	May 16, 2012	Utilities	Reconnects / Disconnects	14242 Shoredale	Completed	0d 0h	\$ 9.31	1 <a href="#">(view)</a>
12-01414	May 31, 2012	Utilities	Reconnects / Disconnects	14510 Shoredale	Completed	0d 0h	\$ 101.33	1 <a href="#">(view)</a>
12-02145	Jul 12, 2012	Utilities	SSO Manhole Inspection	14530 Shoredale	Completed	22d 0h	\$ 759.60	2 <a href="#">(view)</a>
12-02146	Jul 12, 2012	Utilities	SSO Manhole Inspection	14506 Shoredale	Completed	22d 0h	\$ 379.80	1 <a href="#">(view)</a>
12-02147	Jul 12, 2012	Utilities	SSO Manhole Inspection	14424 Shoredale	Completed	22d 0h	\$	<div style="border: 1px solid black; padding: 2px;">Description menhole inspection</div>
12-02040	Aug 6, 2012	Utilities	Water Main Break	14216 Shoredale	Completed	31d 7h	\$ 1	
12-02165	Aug 14, 2012	Utilities	Meter Reports	14434 Shoredale	Completed	89d 23h	\$ 254.75	1 <a href="#">(view)</a>
12-02577	Sep 17, 2012	Utilities	Water Main Break	14429 Shoredale	Completed	0d 17h	\$ 1,507.44	2 <a href="#">(view)</a>
12-02911	Oct 17, 2012	Utilities	Reconnects / Disconnects	14330 Shoredale	Completed	0d 0h	\$ 18.09	1 <a href="#">(view)</a>
12-03339	Dec 4, 2012	Utilities	Miscellaneous	Shoredale	Completed	0d 0h	\$ 162.06	1 <a href="#">(view)</a>
12-03438	Dec 14, 2012	Utilities	Water Main Break	14506 Shoredale	Completed	35d 1h	\$ 1,331.78	1 <a href="#">(view)</a>
13-00139	Jan 17, 2013	Utilities	Reconnects / Disconnects	14424 Shoredale	Completed	0d 0h	\$ 38.36	1 <a href="#">(view)</a>
13-00140	Jan 17, 2013	Utilities	Reconnects / Disconnects	14414 Shoredale	Completed	0d 0h	\$ 38.36	1 <a href="#">(view)</a>
13-00332	Jan 30, 2013	Utilities	Sewer Calls	14333 Shoredale	Completed	2d 21h	\$ 251.07	1 <a href="#">(view)</a>
13-00378	Feb 6, 2013	Utilities	Reconnects / Disconnects	14405 Shoredale	Completed	0d 0h	\$ 18.63	1 <a href="#">(view)</a>
13-01456	May 21, 2013	Utilities	Meter Reports	14444 Shoredale	Completed	0d 0h	\$ 39.16	1 <a href="#">(view)</a>
13-01957	Jul 9, 2013	Utilities	Water Leaks	14202 Shoredale	Completed	0d 0h	\$ 39.25	1 <a href="#">(view)</a>
13-02345	Aug 17, 2013	Utilities	Sewer Calls	14333 Shoredale	Completed	1d 0h	\$ 75.31	1 <a href="#">(view)</a>

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id #	start date	category	subcategory	address	status	days	cost	updates
09-01147	Nov 5, 2009	Utilities	Sewer Calls	14311 SHOREDALE	Completed	3d 0h	\$ 77.90	1 <a href="#">(view)</a>
09-01107	Nov 5, 2009	Utilities	Sewer Calls	14311 shoredale	Completed	1d 0h	\$ 76.35	1 <a href="#">(view)</a>
10-00258	Jan 15, 2010	Utilities	Reconnects / Disconnects	14254 Shoredale	Completed	0d 15h	\$ 35.85	1 <a href="#">(view)</a>
10-01121	Apr 7, 2010	Utilities	Meter Reports	14444 SHOREDALE	Completed	6d 2h	\$ 194.48	1 <a href="#">(view)</a>
10-02049	Jul 21, 2010	Utilities	Meter Reports	14414 Shoredale	Completed	61d 17h	\$ 557.74	1 <a href="#">(view)</a>
10-03253	Dec 29, 2010	Utilities	Meter Reports	14304 SHOREDALE	Completed	11d 2h	\$ 143.74	1 <a href="#">(view)</a>
11-00205	Jan 19, 2011	Utilities	Reconnects / Disconnects	14405 Shoredale	Completed	0d 0h	\$ 20.08	1 <a href="#">(view)</a>
11-01368	Apr 22, 2011	Utilities	Sewer Calls	14440 Shoredale	Completed	0d 13h	\$ 103.28	1 <a href="#">(view)</a>
11-01497	Apr 25, 2011	Utilities	Miscellaneous	14440 SHOREDALE	Completed	11d 0h	\$ 151.92	1 <a href="#">(view)</a>
11-01376	Apr 25, 2011	Utilities	SSO Sewer Inspection	14440 Shoredale	Completed	2d 21h	\$ 216.66	1 <a href="#">(view)</a>
11-01398	Apr 27, 2011	Utilities	SSO Sewer Inspection	14440 Shoredale	Completed	0d 0h	\$ 290.07	1 <a href="#">(view)</a>
11-01836	Jun 8, 2011	Utilities	Meter Reports	14524 SHOREDALE	Completed	3d 20h	\$ 40.97	1 <a href="#">(view)</a>
11-01837	Jun 8, 2011	Utilities	Meter Reports	14520 SHOREDALE	Completed	3d 20h	\$ 40.97	1 <a href="#">(view)</a>
11-01838	Jun 8, 2011	Utilities	Meter Reports	14514 SHOREDALE	Completed	3d 20h	\$ 278.08	1 <a href="#">(view)</a>
11-01958	Jun 18, 2011	Utilities	Reconnects / Disconnects	13243 Shoredale	Completed	0d 9h	\$ 51.64	1 <a href="#">(view)</a>
11-03366	Oct 21, 2011	Utilities	Water Leaks	Starcrest & Shoredale	Completed	18d 7h	\$ 749.41	3 <a href="#">(view)</a>
12-00426	Feb 13, 2012	Utilities	Meter Reports	14246 shoredale Ln.	Completed	44d 21h	\$ 139.10	1 <a href="#">(view)</a>
12-00953	Apr 10, 2012	Utilities	Water Leaks	14237 Shoredale	Completed	9d 1h	\$ 1,804.81	4 <a href="#">(view)</a>
12-01178	May 6, 2012	Utilities	Miscellaneous	14222 Shoredale	Completed	0d 11h	\$ 75.31	1 <a href="#">(view)</a>
12-01193	May 7, 2012	Utilities	Meter Reports	14266 Shoredale	Completed	0d 0h	\$ 123.93	1 <a href="#">(view)</a>

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# FY2016 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION



**Due: June 1, 2016 3:30 P.M.**

*Each project/activity must be on a separate application.*

**NAME OF CITY: Farmers Branch**

**TITLE OF PROJECT/ACTIVITY: Shoredale Lane Sewer Main Replacement: From Hollandale Lane to Fyke Road**

- (1.) Number of beneficiaries 970
- (2.) Percentage of beneficiaries being low/moderate income 77.32%
- (3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?
  - by a survey conducted on \_\_\_\_\_
  - by 2010 census data \_\_\_\_\_
  - other, explain \_\_\_\_\_
- (4.) Please provide below the required information for the project:
 

Census Tract <u>137.11</u>	Block Group <u>1</u>
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
- (5.) Identify which national CDBG objective this project addresses:
  - primarily assists low/moderate income
  - eradicates blight
  - eliminates community-threatening condition
  - N/A (to be used for projects involving ADA accommodations and the elderly which are assumed to automatically address a national objective)

- (6.) Is the service area for this project city-wide?  
 Yes  
 No If no, a map with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and its beginning and ending points.

- (7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

The project which has been identified for the FY 2016 CDBG funding is the replacement of approximately 327 linear feet of existing sanitary sewer line in Shoredale Lane from Rollingdale Lane to 27 feet north of Starcrest Lane. The existing clay sewer line is over 49 years old and is broken. This project will consist of replacement of all the mains, service lines, and manholes. Preparation of the plans and specifications would begin later this year with the project being bid and constructed in the second quarter of 2017.

- (8.) Project represents:  
 new project/activity  
 continuation of an on-going activity such as code enforcement **(please note that all "continuation projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**  
 completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs additional funding in order to be constructed **(please note that all "completion of existing projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**

- (9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for two years.** For capital improvement projects, also provide itemized costs and quantities for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible

for capital improvement projects, have the estimates provided by a licensed professional engineer.

(10.) Describe how project/activity is to be funded:

- FY2016 CDBG funding being allocated \$ 219,773.00
- CDBG funding from completed/canceled projects now being reallocated 0
- Non-CDBG funding that has been allocated \_\_\_\_\_
- Additional funding still needed \_\_\_\_\_

**TOTAL BUDGET: \$ 219,773.00**

(11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g.--City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

(13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

N/A  
\_\_\_\_\_  
\_\_\_\_\_

(14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

The City will design, implement, and manage the FY 2016 CDBG project with overview by the County; design of the plans and specifications would begin in the Fall of 2016.

(15.) Proposed start date for implementing project

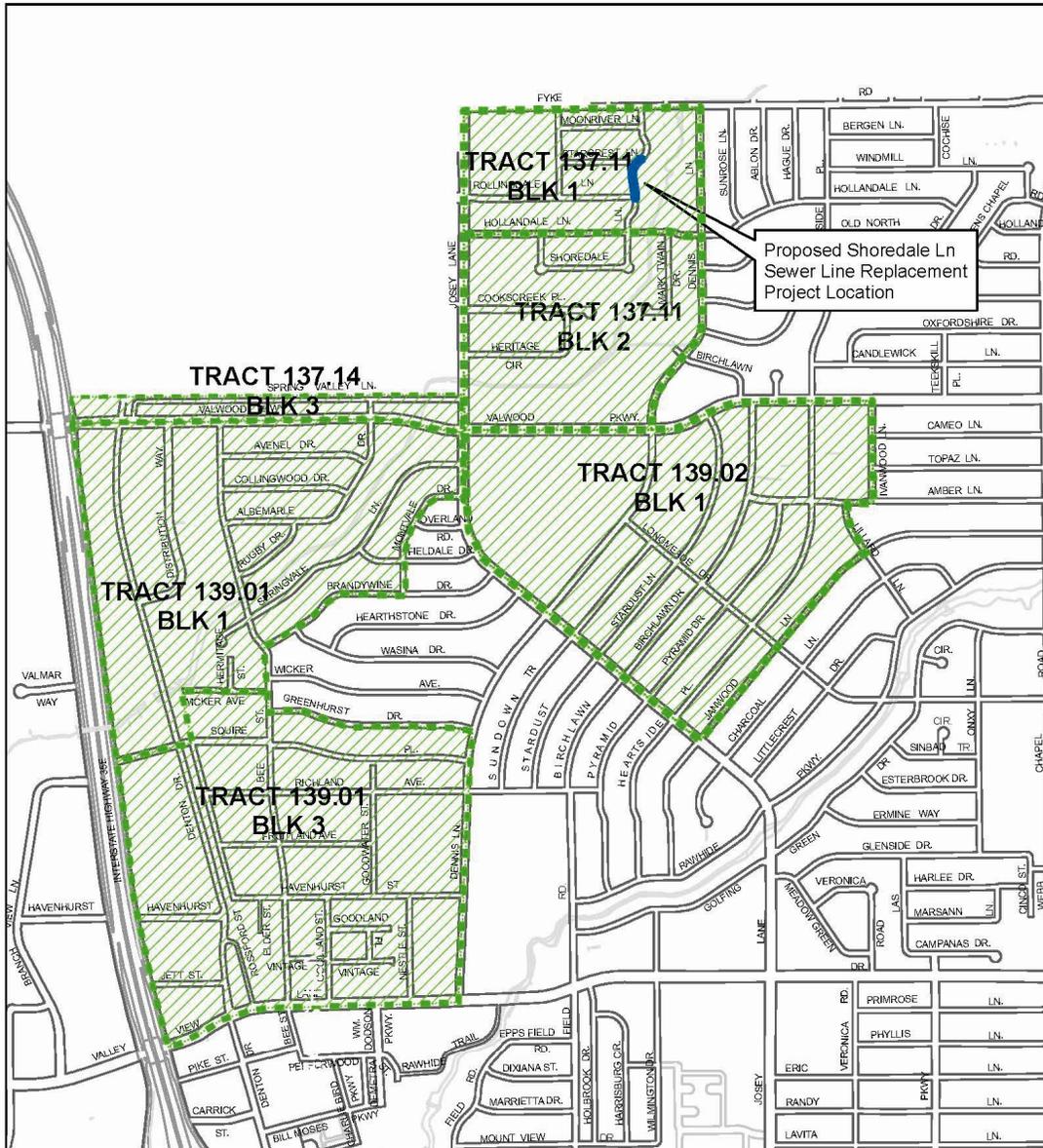
Preparation of the plans and specifications would begin later in the Fall of 2016, with the project being bid and construction beginning in the second quarter of 2017.

(16.) Proposed completion date

Summer 2017

Contact person for project:	Beena Jacob
Title:	Sr. Engineering Specialist
Phone number:	972-919-2592
Fax number:	972-919-2585
E-Mail address:	beena.jacob@farmersbranchtx.gov
Authorized signature:	_____
	Bob Phelps, Mayor

# FY 2016 Dallas County Community Development Block Grant Application Project Location for Sewer Line



**FARMERS  
BRANCH**

## Low-Moderate Income Census Blocks (2010 Census Data)

>50% Low/Mod

Census Blocks

## Cost Estimate: Shoredale Sewer Line Replacement

SHOREDALE SEWER LINE REPLACEMENT					
1	REPLACE EX. 8" SAN. SEWER W/ 8" SDR-21 HDPE SAN. SEWER BY PIPE BURSTING, INCLUDING REMOVAL OF EXIST. MH & CLEANOUT, CONNECTIONS	LF	327	\$70.00	\$22,890.00
2	4" SCHEDULE 40 SERVICE LINE W/ CLEANOUT BY OPEN CUT	EA	8	\$800.00	\$6,400.00
3	4.0' DIAMETER MANHOLE	EA	2	\$7,500.00	\$15,000.00
6	FURNISH & INSTALL 3" THICK TYPE D HMAC AS APPROVED BY THE ENGINEER	SY	180	\$36.00	\$6,480.00
7	TRENCH SAFETY DESIGN & IMPLEMENTATION	LF	327	\$1.00	\$327.00
8	EROSION CONTROL PLANS & IMPLEMENTATION	LS	1	\$500.00	\$500.00
<b>SHOREDALE SEWER REPLACEMENT: ROLLINGDALE TO 27' N. OF STARDUST:</b>					<b>\$51,597.00</b>



**Shoredale Street View**



**Inside of the Shoredle Clay Sewer Pipe**



**Inside of the Shoredale Clay Sewer Pipe**



**Inside of the Shore Dale Clay Sewer Pipe**



# City of Farmers Branch

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

## Staff Report

File Number: ORD-3372

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: G.7

**Consider adopting Ordinance No. 3372 Amending Chapter 34 of the Code of Ordinances of the City of Farmers Branch, Texas, by Adding Article XII Entitled “Municipal Settings Designations,” to provide for Municipal Setting Designation Ordinances; and take appropriate action.**

### BACKGROUND:

Groundwater contamination in commercial, industrial, and undeveloped areas within municipalities creates multiple and often conflicting issues for local governments. Groundwater that is contaminated can be a public health issue, if ingested. Therefore, state regulations typically require investigation and remediation of the contaminated groundwater to a level that can support potable water use. This is the most protective basis the state uses to regulate cleanup of contaminated groundwater. However in some city locations, no one uses groundwater as potable water in the vicinity of the contaminated groundwater zone, and there is no plan to use that groundwater as potable water in the future, because a public water supply that relies on another source of water is available.

In 2003, the 78th Texas Legislature passed a Municipal Setting Designations (MSDs) legislation that relates to the potability of groundwater and the requirements for removing contaminants from groundwater. The law authorizes the Texas Commission on Environmental Quality (TCEQ) to receive, process, and certify MSD applications for properties with contaminated groundwater that are located in cities or their extraterritorial jurisdiction. The TCEQ can certify an application only if there is local city support. The city in which the property is located has the choice to either support or not support an MSD application. Therefore, MSD certification is significantly controlled by the city. In summary, an MSD is an official designation given to property within a municipality or its extraterritorial jurisdiction that certifies that designated groundwater at the property is not used as potable water, and is prohibited from future use as potable water because that groundwater is contaminated in excess of the applicable potable water protective concentration level.

The MSD law provides an alternative to persons addressing the groundwater contamination they are responsible for causing, as well as to persons who “volunteer” to address groundwater contamination. The MSD law sets conditions for MSD properties that limit requirements for contaminated groundwater to be investigated and remediated to make the groundwater suitable for use as potable water, when that groundwater is not used for potable water and will not be used for potable water in the future. By providing this alternative way to address contaminated groundwater that will not be used as potable water, persons may be more inclined to develop and redevelop properties in municipal areas that have contaminated groundwater.

DISCUSSION:

A presentation was given to City Council that provided background information as well as the benefits and potential issues with enacting a Municipal Setting Designations ordinance for Farmers Branch. Based on guidance from City Council, an MSD ordinance has been drafted to allow applicants that own property in Farmers Branch that overlies contaminated groundwater to apply for City support for a Municipal Settings Designation through the TCEQ.

RECOMMENDATION:

City Administration recommends adopting Ordinance No. 3372 Amending Chapter 34 of the Code of Ordinances of the City of Farmers Branch, Texas, by Adding Article XII Entitled “Municipal Settings Designations,” That Provides Municipal Setting Designation Ordinances Prohibiting the Use of Groundwater in Areas Designated as Contaminated, Establishing a Penalty or Fine, Providing a Severability Clause, Providing a Savings Clause, Providing a Repealing Clause, and Providing an Effective Date

POSSIBLE COUNCIL ACTION:

1. I move to approve Adopting Ordinance No. 3372 Amending Chapter 34 of the Code of Ordinances of the City of Farmers Branch, Texas, by Adding Article XII Entitled “Municipal Settings Designations,” That Provides Municipal Setting Designation Ordinances Prohibiting the Use of Groundwater in Areas Designated as Contaminated, Establishing a Penalty or Fine, Providing a Severability Clause, Providing a Savings Clause, Providing a Repealing Clause, and Providing an Effective Date
2. I move to approve Adopting Ordinance No. 3372 Amending Chapter 34 of the Code of Ordinances of the City of Farmers Branch, Texas, by Adding Article XII Entitled “Municipal Settings Designations,” That Provides Municipal Setting Designation Ordinances Prohibiting the Use of Groundwater in Areas Designated as Contaminated, Establishing a Penalty or Fine, Providing a Severability Clause, Providing a Savings Clause, Providing a Repealing Clause, and Providing an Effective Date, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Ordinance No. 3372



**ORDINANCE NO. 3372**

**AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF FARMERS BRANCH, TEXAS, BY ADDING ARTICLE XII TITLED “MUNICIPAL SETTING DESIGNATIONS”; PROVIDING FOR MUNICIPAL SETTING DESIGNATION ORDINANCES TO PROHIBIT USE OF GROUNDWATER IN AREAS DESIGNATED AS CONTAMINATED; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED \$2,000; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, municipal setting designations is a process authorized by Chapter 361, Subchapter W of the Texas Health and Safety Code, the Texas Solid Waste Disposal Act (the “MSD legislation”) authorizes the Texas Commission on Environmental Quality (“TCEQ”) to certify Municipal Setting Designations for properties upon receipt and approval of a proper application to the TCEQ; and

**WHEREAS**, the Texas legislature, in enacting the MSD legislation, found that an action by a municipality to restrict access to or the use of groundwater in support of or to facilitate a municipal setting designation advances a substantial and legitimate State interest; and

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

**SECTION 1.** The facts and the recitations contained and cited in the preamble hereof are hereby found and determined to be true and correct and are incorporated herein by reference.

**SECTION 2.** The City Council finds that it is in the best interests of public health, safety and welfare to facilitate and support the TCEQ's certification of a municipal setting designation and TCEQ closure documentation for MSD Properties.

**SECTION 3.** Chapter 34 of the Code of Ordinances is hereby amended by adding Article XII, entitled “Municipal Setting Designations” to read as follows:

**“ARTICLE XII. MUNICIPAL SETTING DESIGNATION (MSD)**

Sec. 34-610. – Findings

The City Council of the City of Farmers Branch makes the following findings:

- (1) Due to limited quantity and low quality, there are some areas within the City and its extraterritorial jurisdiction where groundwater is not valuable as a source for potable water;

- (2) There may exist properties in the City and its extraterritorial jurisdiction are underlain with unused and unusable groundwater that have become contaminated by historical on-site or off-site sources;
- (3) The City does not utilize groundwater as a source for public drinking water;
- (4) Municipal setting designation ordinances enable a corrective process for groundwater that protects human health and the environment balanced with the economic welfare of the citizens of the City;
- (5) Where public drinking water is available, the use of groundwater as a potable water source in designated areas should be prohibited to protect public health and welfare when the quality of the groundwater presents an actual or potential threat to human health.
- (6) Municipal setting designation ordinances should be considered only after a process that allows for public notice and input; and
- (7) The use of municipal setting designation ordinances within the City and its extraterritorial jurisdiction will encourage the economic development of properties that have contaminated groundwater.

**Sec. 34-611 Definitions.**

For the purposes of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. Words not defined shall be given their common and ordinary meaning.

*Affected community* means those persons entitled to notice as defined in Section 34-612(b)(6).

*Applicant* means the owner of the land seeking an MSD

*Application* means the application submitted to the City for a municipal setting designation ordinance.

*Authorized representative* means, for purposes of signing an application, if the applicant is a corporation, the president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; if the applicant is a partnership or sole proprietorship, a general partner or proprietor, respectively; and if the applicant is a local government, the chief executive officer or the authorized designee.

*Chemical or contaminant of concern* means any contaminant that has the potential to adversely affect ecological or human receptors due to its concentration, distribution, and mode of toxicity.

*Critical Protective Concentration Level* means the lowest protective concentration level for a contaminant of concern within a source medium determined from all applicable human exposure pathways.

*Designated Groundwater* means groundwater that will be or is prohibited from use as potable water, or for all uses, by a municipal setting designation ordinance.

*Designated Property* means the property that will be or is subject to a municipal setting designation ordinance. The designated property may cover several platted lots or tracts of land.

*Environmental Health Manager* means the environmental health manager for the City or the authorized representative.

*Environmental Risk Assessment* means the qualitative and quantitative evaluation performed in an effort to define the risk posed to human health and/or the environment by the presence or potential presence and/or use of pollutants.

*Groundwater* means water below the surface of the earth.

*Ingestion Protective Concentration Level* means the protective concentration level for human ingestion of contaminants of concern established by the TCEQ under the Texas Risk Reduction Program, determined as if there was no municipal setting designation.

*Ingestion Protective Concentration Level Zone* means the area where concentrations of contaminants of concern from sources on or migrating through the designated property are greater than the ingestion protection concentration level, determined as if there was no municipal setting designation.

*Municipal Setting Designation (MSD)* means a designation as provided by Chapter 361, Subchapter W, of the Texas Health and Safety Code, as amended, which authorizes the executive director of the TCEQ to certify municipal setting designations in order to limit the scope of, or eliminate the need for, investigations or response actions addressing contaminant impacts to groundwater which has been restricted from use by ordinance or restrictive covenant.

*Municipal Setting Designation Ordinance* means an ordinance adopted pursuant to this Article.

*Non-Ingestion Protective Concentration Level* means the protective concentration level for dermal contact or inhalation for contaminants of concern established by the TCEQ under the Texas Risk Reduction Program.

*Non-Ingestion Protective Concentration Level Exceedance Zone* means the area where concentrations of contaminants of concern from sources on or migrating from or through the designated property are greater than non-ingestion protection concentration levels in groundwater.

*Potable water* means water that is used for irrigating crops intended for human consumption, as well as water that is used for drinking, showering, bathing, or cooking purposes.

*Protective Concentration Level* means the non-site specific concentration of concern that TCEQ has determined can remain within the source medium and not result in a level that exceed the applicable human health risk-based exposure limit or ecological protective concentration level at the point of exposure for an exposure pathway.

*Response Action* means the control, decontamination, or removal from the environment of a contaminant or hazardous substance pursuant to Subchapter W, "Municipal Setting Designation," of Chapter 361, "Solid Waste Disposal Act" of the Texas Health and Safety Code.

*TCEQ* means the Texas Commission on Environmental Quality.

*TCEQ Application* means the application submitted to the TCEQ for certification of a municipal setting designation.

*To the Extent Known* means information known by an applicant or applicant's agent after review of all public and private records and other information sources available in the exercise of due diligence.

**Sec. 34-611. - Use of Groundwater in MSD Areas Prohibited; Offenses.**

- (a) A person commits an offense if the person intentionally, knowingly, or with criminal negligence uses groundwater in Designated Property as a potable water source.
- (b) A person commits an offense if the person intentionally, knowingly, or with criminal negligence uses groundwater in Designated Property for any purpose prohibited in the municipal setting designation ordinance.
- (c) A person commits an offense if the person fails to provide the Environmental Health Manager with a copy of the municipal setting designation certificate issued by TCEQ pursuant to Section 361.807 of the Texas health and Safety Code.
- (d) A person commits an offense if the person with a copy of the certificate of completion or other documentation issued by TCEQ showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code, as amended, have been completed to the satisfaction of the TCEQ within the time period required.

**Sec. 34-612. - Application for Approval of MSD.**

- (a) A person seeking a municipal setting designation ordinance shall apply in writing to the Environmental Health Manager with the number and format of copies, as determined by the Environmental Health Manager.
- (b) An application shall contain:
  - (1) The applicant's name and address, and the name, address, daytime telephone number, and email address of both the applicant's contact person and the licensed professional who prepared the application;
  - (2) The location and legal description of the proposed outer boundaries of the MSD area for which designation is sought;
  - (3) A copy of the application submitted to the executive director of TCEQ for a MSD for the subject area;
  - (4) A statement as to whether a public drinking water supply system exists that satisfies the requirements of Texas Health and Safety Code Chapter 341 and that supplies or is capable of supplying drinking water to the area for which the MSD is sought, and property within one-half mile of the area for which the MSD is sought;
  - (5) A description of the groundwater sought to be restricted, including the identified chemicals of concern therein and the levels of contamination known to the applicant, and the identified vertical and horizontal extent of the contamination. If the applicant has not documented groundwater contamination offsite that originates from the area for which an MSD is sought, the application shall include a statement as to whether contamination more likely than not exceeds residential assessment levels offsite and the basis for that statement;
  - (6) Identification of the point(s) of origin of the contamination, and identification of the person (s) responsible for the contamination, to the extent known;
  - (7) A listing of:
    - (a) All state-registered private water wells within five (5) miles from the boundary of the area for which the designation is sought, including a notation of those wells that are used for potable water purposes (if known), a statement as to whether the applicant has provided the owners with notice as provided in Texas Health and Safety Code Section 361.805;
    - (b) Each retail public utility, as that term is defined in the Texas Water Code, that owns or operates a groundwater supply well located not more than

- five (5) miles from the area for which the MSD is sought, and a statement as to whether the applicant has provided the retail public utilities with notice as provided in Texas Health and Safety Code Section 361.805; and
- (c) Each municipality, other than the City, with a boundary located not more than one-half (1/2) mile from the area for which the MSD is sought; or that owns or operates a groundwater supply well located not more than five (5) miles from the area for which the MSD is sought, and a statement as to whether the applicant has provided the retail public utilities with notice as provided in Texas Health and Safety Code Section 361.805; and
  - (d) All owners of real property lying within 200 feet of the subject property, as the ownership appears on the last approved City tax roll.
- (7) A site map, drawn to scale, including a metes and bounds description of the proposed Designated Property, the boundary of the proposed MSD area, the location of groundwater on the proposed MSD area, and the extent of groundwater contamination to the limits that it has been defined. The map shall include a statement by a professional land surveyor registered by the Texas Board of Professional Surveying attesting to the accuracy of the metes and bounds description;
- (8) The location of all soil sampling points and groundwater monitoring wells;
- (9) For each contaminant of concern found at the site, to the extent known, provide a table displaying the following information:
- (a) the level of contamination, the ingestion protective concentration level and non-ingestion protective concentration levels, all expressed as mg/L or mg/kg, depending on sampling medium; and
  - (b) the critical protective concentration level as defined without the municipal setting designation, highlighting any exceedances; and
  - (c) the critical protective concentration level as defined with the municipal setting designation, highlighting any exceedances; and
  - (d) a digital file, in a format acceptable to the Environmental Health Manager, which summarizes this information.
- (10) A statement as to whether contamination on and off the Designated Property will exceed a residential assessment level as defined in the Texas Risk Reduction Program, if known, and the basis for that statement;

- (11) A description of any environmental regulatory actions that have been taken within the last five years in conjunction with the Designated Property, to the extent known;
  - (12) A listing of all existing TCEQ and U.S. Environmental Protection Agency registrations, permits, and identification numbers that apply to the Designated Property;
  - (13) A summary of any environmental site assessment reports filed with the TCEQ regarding any site investigation or response actions that are planned, ongoing, or completed related to this designated property;
  - (14) A statement as to whether the designated property has been submitted to the Texas Voluntary Cleanup Program (Section 361.601 of the Texas Health and Safety Code) or similar state or federal program, and a description of the designated property's status in the program;
  - (15) Any other information that the Environmental Health Manager deems pertinent.
- (c) The application shall be signed by an authorized representative of the applicant and shall contain the following certification statement:
- “I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in a manner designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”
- (d) An application shall be accompanied by:
- (1) An electronic file of the names and addresses of persons listed in Subsection (b)(6) above, in a format acceptable to the Environmental Health Manager and compatible with City information systems; and
  - (2) A set of printed mailing labels with the names and addresses of persons listed in subsection (b)(6) above, and the necessary postage or cost thereof;
  - (3) A nonrefundable application fee of Two Thousand Dollars (\$2,000.00).
- (e) An applicant may withdraw its application only in writing by letter sent certified mail, return receipt requested, to the Environmental Health Manager, and shall forfeit the application fee. If the Environmental Health Manager has not issued public notice prior to the receipt of the withdrawal letter, the applicant may reapply at any time. If public notice has issued, a new application is subject to the limitations of Article.

**Sec. 34-613. - Staff Review.**

- (a) For purposes of the times stated in this article, an application is deemed to have been received on the date that the application was actually received by the Environmental Health Manager, as indicated by the file date stamped on the application by the Environmental Health Department.
- (b) The application for a MSD shall be forwarded to the city departments whose property or operations may be affected by the application for review and comment. The purpose of the review is to determine whether the application is complete, and whether any current or future City property or other interests have the potential to be impacted by the proposed designation. City staff shall not conduct an environmental risk assessment of the application.
- (c) If the Environmental Health Manager determines that it is likely that a source of a contaminant of concern originated on the designated property, and that the ingestion or non-ingestion protective concentration level exceedance zone for that contaminant of concern extends to the public right-of-way adjacent to the designated property, the Environmental Health Manager may recommend that the Municipal Setting Designation Ordinance include a condition that the public right-of-way adjacent to the property be included, at no additional cost to the City, in the TCEQ application for the MSD.
- (d) If the Environmental Health Manager determines that the application is incomplete or insufficient, the application will be returned to the applicant, noting the deficiencies in writing. The applicant shall have thirty (30) days from the date of the deficiency letter to correct the deficiencies and resubmit the application. If the applicant fails to submit a corrected application within the allotted time, the application shall be deemed to be withdrawn and the application fee forfeited.
- (e) If the Environmental Health Manager determines that the application is complete, a public meeting and a public hearing will be scheduled. The public meeting must be held prior to the public hearing.
  - (1) A public meeting will be scheduled approximately forty-five (45) days following the day the application was received; and
  - (2) A public hearing of the City Council will be scheduled approximately thirty (30) days following the public meeting.

**Sec. 34-614. - Notice of Public Meeting.**

- (a) Notice of the public meeting for an MSD application must include the date, time and location of the public meeting, the identity of the applicant, the location and legal description of the Designated Property, the purpose of the MSD, the type of contamination identified in the groundwater of the area for which the MSD is sought, and

a statement that a copy of the application is available for public viewing at the City Secretary's Office. Notice will be made as follows:

- (1) The Environmental Health Manager will publish notice of a public meeting for a proposed MSD in the official newspaper of the City, or in a newspaper of general circulation, not less than fifteen (15) days before the public meeting;
  - (2) The Environmental Health Manager will provide written notice of a public meeting for a proposed MSD, not less than fifteen (15) days before the date of the public meeting by properly addressed and regular postage paid, in the United States mail. Notice will be mailed to:
    - (i) The applicant; and
    - (ii) Those on the list provided by the Applicant pursuant to Section 34-612(b)(6).
- (b) The Applicant is required to post at least one sign upon the area for which a MSD has been requested. Posting shall be in the same manner as zoning amendments. The sign(s) must state that a MSD has been requested for the area and that additional information can be acquired by telephoning the number listed thereon or visiting the web site address listed thereon. The erection and/or the continued maintenance of any such sign shall not be deemed a condition precedent to the holding of any public meeting or public hearing or to any official action concerning the MSD application.

**Sec. 34-615. - Public meeting.**

- (a) The purpose of a public meeting is for the applicant to present information to the affected community about the MSD process in general, the application specific to the property for which the MSD is being sought, and to obtain input from the affected community prior to a formal action by the City Council.
- (b) The applicant or its representative must appear at the public meeting. If the applicant fails to appear at the public meeting either in person or by representative, the application shall be deemed withdrawn and the application fee forfeited.
- (c) The Environmental Health Manager will conduct the meeting, giving the applicant or its representative the opportunity to present its reasons for requesting a MSD, and giving members of the affected community the opportunity to ask the applicant questions or make oral comments on the application.

**Sec. 34-616. - City Council Public Hearing.**

- (a) Prior to the public hearing, the Environmental Health Manager will provide the City Council a copy of the application, and a written report summarizing the request for the MSD approval, any staff comments of concerns, and minutes of the public meeting.

- (b) The applicant or its representative must appear at the public hearing and present the request for a MSD approval. If the applicant fails to appear at the public hearing, the application shall be deemed withdrawn and the application fee forfeited.
- (c) Persons wishing to speak either in favor of or against the application will be provided the opportunity in accordance with City Council guidelines for public hearings.
- (d) Following the conclusion of the public hearing, the City Council may approve, conditionally approve, disapprove, or postpone action on the application to a future date.
- (e) If approving an application, the City Council shall:
  - (1) Approve a municipal setting designation ordinance prohibiting the use of designated groundwater from beneath the Designated Property and supporting the application to the TCEQ. The ordinance must include a metes and bounds description of the MSD area to which the ordinance applies; a listing of the contaminants; and a statement that the ordinance is necessary because the contaminant concentrations exceed TCEQ potable water standards.
  - (2) Include in the ordinance other reasonable restrictions on the use of designated groundwater and including, but not limited to, specification of underground construction materials to be used in the MSD area.
- (f) City Council approval of an application shall not be deemed to waive the City's right to comment on a MSD application that has been filed with the Executive Director of the TCEQ.

**Sec. 34-617. - Limitation on Reapplication.**

If after public hearing the City Council disapproves an application, or if the applicant has withdrawn its application after public notice has been issued, no new MSD applications for the proposed Designated Property shall be accepted by the City or scheduled for a public hearing by the City Council within a period of twelve (12) months of the date of disapproval or withdrawal.

**Sect. 34.618. - Additional Provisions, Enforcement, and Penalties.**

- (a) Within 30 days after adoption, the Environmental Health Manager shall send a certified copy of the municipal setting designation ordinance to the applicant and the TCEQ.
- (b) The applicant shall provide the Environmental Health Manager with a copy of the municipal setting designation certificate issued by the TCEQ pursuant to Section 361.807 of the Texas Health and Safety Code (with a copy of the certificate of completion or other documentation issued for the MSD area, showing that response actions, if required, have been completed) within 30 days after issuance of the certificate.

- (c) Within 30 days after receipt of the copy of the municipal setting designation certificate issued by the TCEQ pursuant to Section 361.807 of the Texas Health and Safety Code and the necessary filing fee from the applicant, the director shall file a certified copy of the municipal setting designation ordinance in the deed records of the county where the designated property is located."

**SECTION 4.** 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 5.** 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 Ordinance as a whole.

**SECTION 6.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** This ordinance shall take effect from and after its passage and the publication of the caption of said ordinance as the law and the City Charter in such cases provides.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THE 17th DAY OF MAY, 2016.**

**APPROVED:**

\_\_\_\_\_  
Bob Phelps, Mayor

**ATTEST:**

\_\_\_\_\_  
Amy Piukana, City Secretary

**APPROVED AS TO FORM:**

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Peter G. Smith, City Attorney  
(PGS:5-11-16:TM 76746)



# City of Farmers Branch

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

## Staff Report

File Number: ORD-3366

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: G.8

**Consider adopting Ordinance No. 3366 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on portions of Richland Avenue; and take appropriate action.**

### BACKGROUND:

This city has been notified that during recent events at or around Cox Park, property owners exiting Sundown Trail, Stardust Lane and Birchlawn Drive onto Richland Avenue are experiencing site visibility issues with oncoming traffic due to cars being parked along the north side of Richland Avenue between Dennis Lane and Birchlawn Drive. The City Council approved an ordinance in 1971 prohibiting parking along the south side of Richland Avenue from its intersection on the east side of Goodwater Street to the point of its intersection with the west side of Birchlawn Drive.

### DISCUSSION:

City staff and the Police Department have determined vehicles parked along the north side of Richland Avenue between Dennis Lane and Birchlawn Drive create site visibility issues for vehicles entering and exiting the streets along Sundown Trail, Stardust Lane and Birchlawn Drive.

In the interest and safety of our residents, and to allow better traffic movement along Richland Avenue, City Administration recommends amending the Code of Ordinances by establishing a no parking zone along the north side of Richland Avenue between its east intersection of Dennis Lane and its west intersection of Birchlawn Drive. City Administration also recommends that the prohibition of parking on the south side of Richland Avenue between Goodwater Street and Dennis Lane be maintained, but that the Code of Ordinances be amended to remove the no parking zone on Richland Avenue between Dennis Lane and Birchlawn Drive. The net affect will be to move the cars presently parking on the north side of Richland Avenue between Dennis Lane and Birchlawn Drive to the south side of the street between those same intersections.

### POSSIBLE COUNCIL ACTION:

1. I move to adopt Ordinance No. 3366 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on portions of Richland Ave.
2. I move to adopt Ordinance No. 3366 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending

No Parking Zones on portions of Richland Avenue, with modifications.

3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Location Map
2. Ordinance No. 3366



- PROPOSED-NO PARKING
- - - - - REPEALED- NO PARKING
- - - - - REMAIN EXISTING- NO PARKING

# LOCATION MAP



Date: 4/27/2016



**ORDINANCE NO. 3366**

**AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 82 “TRAFFIC AND VEHICLES”, ARTICLE II “OPERATION OF VEHICLES”, DIVISION 6 “PARKING”, SECTION 82-95 “NO PARKING ZONES” BY ESTABLISHING A NEW NO PARKING ZONE ON A PORTION OF RICHLAND AVENUE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICT ORDINANCES; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED \$200.00; AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, the City Administration, in order to increase the safety of the movement of traffic along the public thoroughfares of the City of Farmers Branch, is recommending the establishment of certain no parking zones along portions of Richland Avenue; and

**WHEREAS**, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to amend the Code of Ordinances of the City of Farmers Branch to establish the recommended “no parking zones”;

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

**SECTION 1.** Code of Ordinances, Chapter 82, “Traffic and Vehicles”, Article II, “Operation of Vehicles”, Division 6, “Parking”, Section 82-95, “No Parking Zones”, is hereby amended by shortening the existing no parking zone on the south side of Richland Avenue and establishing a new no parking zone on the north side of Richland Avenue as follows:

<i>Street:</i>	<i>Description</i>	<i>Time of Day</i>
<i>Richland Avenue</i>	<i>South side, from the east intersection of Goodwater Street to the west intersection Dennis Lane.</i>	<i>All times</i>
<i>Richland Avenue</i>	<i>North side, from the east intersection of Dennis Lane to the west intersection with Birchlawn Drive.</i>	<i>All times</i>

**SECTION 2.** All ordinance or parts thereof expressly in conflict with this ordinance are hereby repealed.

**SECTION 3.** Appropriate signs prohibiting parking at the places and during the times consistent with this Ordinance shall be installed and maintained by City forces.

**SECITON 4.** Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined a sum not to exceed TWO HUNDRED DOLLARS (\$200.00).

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

**SECTION 6.** If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

**SECTION 7.** This ordinance shall take effect from and after its passage and the publications of the caption of said ordinance as the law and the City Charter in such cases provides.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THE 17th DAY OF MAY 2016.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:4/28/16:76675)



# City of Farmers Branch

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

## Staff Report

File Number: 16-142

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Procedural Item

Agenda Number: G.9

**Consider excusing the absence of City Council Member Mike Bomgardner from the May 3, 2016 City Council meeting; and take appropriate action.**

### BACKGROUND:

As a matter of practice, the City Council has excused the absence of a City Council member when a member has a pre noticed excusable absence. By excusing an absence the City Council member is not penalized with using one of the three unexcused absences allowed in the Charter.

### DISCUSSION:

The City Council may wish to consider excusing the absence of Council Member Mike Bomgardner from the May 3, 2016 City Council meeting.

### RECOMMENDATION:

Approve the excused absence of City Council Member Mike Bomgardner from the May 3, 2016 City Council meeting.

### ACTIONS:

- 1) Motion to approve the excused absence of Council Member Mike Bomgardner from the May 3, 2016 City Council meeting.
- 2) Motion to deny approval of the excused absence of Council Member Mike Bomgardner from the May 3, 2016 City Council meeting.
- 3) Motion to modify to meet the needs of the Council.
- 4) Motion to table the issue for further study or take no action.



# City of Farmers Branch

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

## Staff Report

File Number: ORD-3370

Agenda Date: 5/17/2016

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. 3370 for a Specific Use Permit for a conference center (commercial indoor amusement facility) located at 4445 Sigma Road; and take appropriate action.**

### BACKGROUND:

The applicant, Yossi Ohayon, is proposing to remodel the western suite of the existing warehouse at 4445 Sigma Road to accommodate a conference center for maximum occupancy of 180 people. The site is located within the Light Industrial (LI) zoning district.

### DISCUSSION:

The applicant is proposing interior remodeling of the entire building (interior and all facades) and major improvements to the exterior of the building as well / parking lot and landscape along Sigma Road. The purpose of this Specific Use Permit is to allow the operation of a conference center / commercial amusement indoor in the western suite. The eastern suite will continue to be operated as a warehouse space.

### RECOMMENDATION:

On April 25th, the Planning and Zoning Commission recommended approval of the Specific Use Permit, as described in the Ordinance No. 3370.

### ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3370
5. Site Photographs

# Location Map



**16-SU-04 - Location Map**  
**4445 Sigma Rd.**

Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of the information. The information is provided as a reference only. The accuracy of said data is for pictorial reference only.

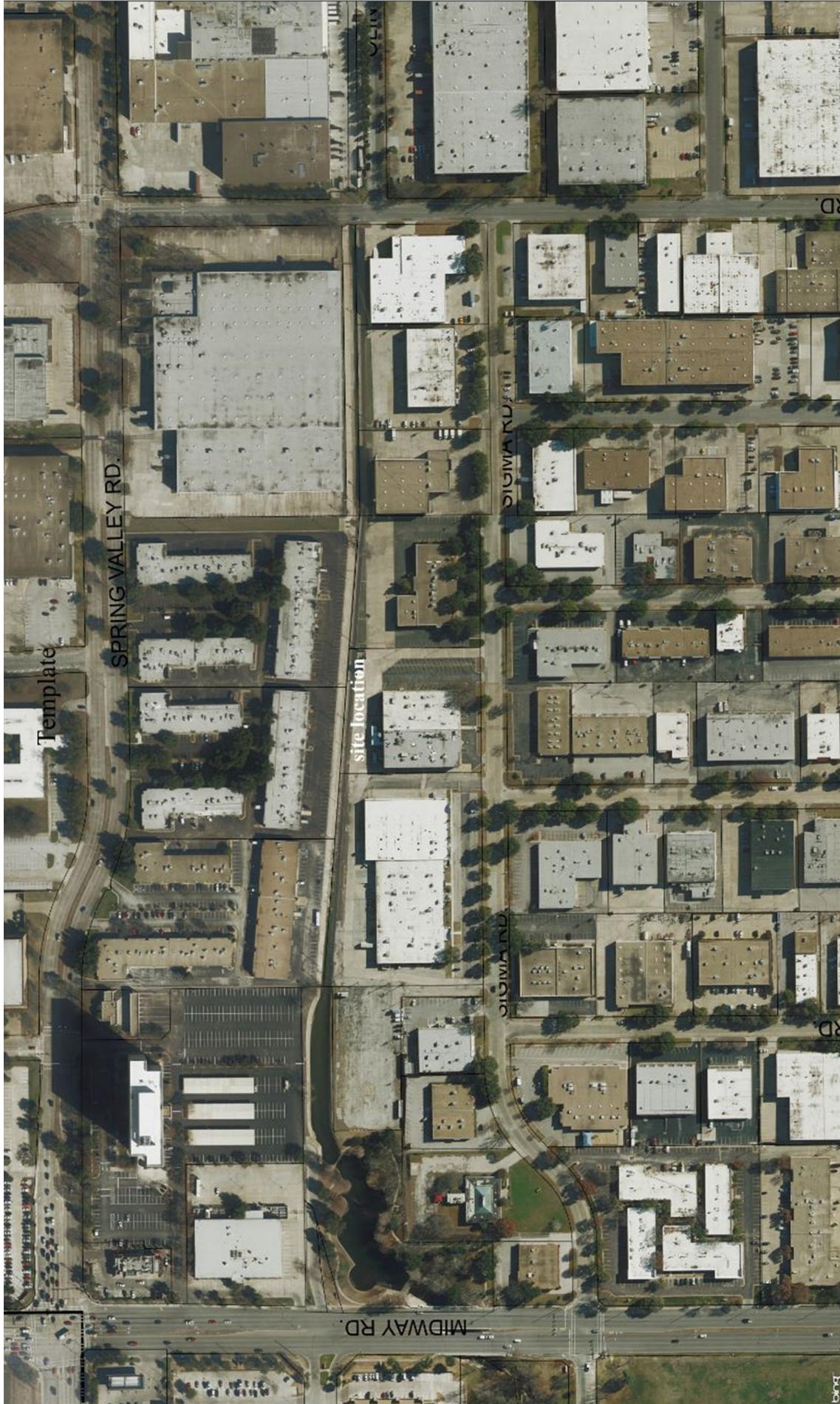
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NORTH

Date: 4/18/2016

Document Path: Z:\Zoning\_Cases\2016\_cases\16-SU-04\_4445 Sigma (Yossi, conference center)\gis\Location\_Map.mxd

# Aerial Map



Parcel Property Boundaries  
City Limit



**16-SU-04 - Aerial Map**  
**4445 Sigma Rd.**

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.

0 230 460 Feet





# Information MEMORANDUM

TO: Mayor and City Council  
FROM: Charles Cox  
City Manager  
DATE: May 17, 2016  
SUBJECT: Proposed Ordinance No. 3370 to approve a Specific Use Permit for a conference center located at 4445 Sigma Road.

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## **Existing Conditions:**

The site is located approximately 1,300 feet east of Midway Road, north of Sigma Road. This square shaped tract of 1.97 acres is bordered by existing warehouses accommodating office, retail and commercial amusement indoor uses on all sides. This site is located within the Light Industrial (LI) zoning district. A conference center / commercial amusement indoor requires a Specific Use Permit if located within a LI zoning district. (See Location Map)

The subject site contains one existing masonry building. This one story warehouse building was constructed in 1973 and is approximately 30,625 square feet in area. The building is currently divided into 2 suites. The applicant, Yossi Ohayon, is proposing to improve and develop his existing building within two existing suites. For the western suite, the applicant is proposing to operate a conference center. Only this western suite is subject to this SUP application, the eastern suite will continue to be operated as a warehouse space. (See Site Plan)

## **Site Design:**

The applicant is proposing to remodel of the western suite to accommodate a conference center in approximately 18,040 square feet (first floor and a mezzanine). The proposed floor plan contains a main ballroom, two meeting rooms and a conference room. The areas of the rooms are varying and can accommodate from 18 people up to 180 people. The floor plan also contains a reception area and a lobby, 2 storage rooms, 3 office rooms and a preparation area. (See Floor Plan)

There is no proposed cooking area for this conference center. All food and beverages will be provided through a catering service. No outdoor patio area is proposed with this request.

On the rear portion of the property there are currently multiple outdoor storage areas. The applicant will demolish almost all of these areas and keep only one outdoor storage area (1,324 sf) and a dumpster enclosure (12 feet by 16 feet). The outdoor storage will be screened with a 6 feet high masonry wall. The dumpster area will be screened with an 8 feet high masonry wall and will have metal gates. This outdoor area meets city requirements for outdoor storage and garbage enclosures. (See Site Plan)

The applicant has proposed to improve the parking lot as well. This area will be resurfaced and restriped. (See Site Plan)

### **Operation:**

The applicant is proposing to develop a full conference facility with conference and meeting rooms. The facility will accommodate a maximum of 180 persons at a time. A sign will be placed at the venue at all times, in a visible location, stating the maximum allowed occupancy per this SUP Ordinance. Two (2) employees will work on site at all times. The hours of operation will be as follows: Monday to Friday 7:00 AM to 5:30 PM, Saturday and Sunday 7:00 AM to 11:00 PM. Security staff will be present at the facility all times during organized events.

### **Elevations:**

The existing building is a single story (21 feet in height), tilt-wall concrete block building. The applicant has proposed façade improvements to the building which consist of applying a stone veneer finish over the block wall to modernize and improve the exterior appearance of the building on the front façade, and cleaning and repainting of the side and rear façades. The two existing glass storefronts will be modified with the addition of new canopies, replacing the existing ones, and new metal awnings installed at the main entry doors for both suites. (See Front Elevation)

### **Parking:**

The applicant is proposing to reconfigure the existing parking lot to include 109 parking spaces and 2 ADA parking spaces. These parking spaces will serve both suites. The proposed parking ratio meets the City's requirements for the parking for general assembly, warehouse and office uses. (See Site Plan)

### **Landscaping:**

The proposed Landscape Plan includes the improvements of existing the landscaped island along Sigma Road and new landscape strips in front of the building. The applicant will plant a total of seven (7) new trees along Sigma Road in addition to the existing two (2) mature trees. All landscape areas include irrigation.

The new trees will be *Betula Nigra* (species of birch tree), and the rest of the landscaping will include a combination of shrubs and perennials. (See Landscape Plan.)

**Signage:**

The applicant has proposed installing two wall signs above the main entry doors on the proposed canopy. All proposed signage will be consistent with the City's Sign Ordinance.

**Public Response:**

Ten (10) zoning notification letters were mailed to the surrounding property owners on April 14<sup>th</sup>, 2016. Two (2) zoning notification signs were also placed on the site on April 15<sup>th</sup>. A public notice ad was placed in Dallas Morning News on May 1<sup>st</sup>, 2016. As of May 13<sup>th</sup> no opposition have been received by the City.

**Possible Council Action:**

1. I move to adopt Ordinance No. 3370.
2. I move to adopt Ordinance No. 3370 with the following modification(s)...
3. I move to table the item or take no action.



## ORDINANCE NO. 3370

**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 COMMERCIAL AMUSEMENT (INDOOR) AND CONFERENCE CENTER FOR LOT 1, BLOCK 1, R.F. MONOLITHICS, CITY OF FARMERS BRANCH, TEXAS (COMMONLY KNOWN AS 4445 SIGMA ROAD) WHICH IS PRESENTLY LOCATED IN A LIGHT INDUSTRIAL (“LI”) ZONING DISTRICT; PROVIDING FOR THE APPROVAL OF A SITE PLAN, CONCEPTUAL FLOOR, AND LANDSCAPE PLAN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS; PROVIDING FOR INJUNCTIVE RELIEF; 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 is hereby amended, so as to grant a change in zoning by granting a Specific Use Permit for Commercial Amusement (Indoor) for property within a Light Industrial (“LI”) zoning district, described as: Lot 1, Block 1, R.F. Monolithics, an addition to the City of Farmers Branch, Dallas County, Texas, according to the plat thereof recorded in Volume 2003125, Page 96, Map Records, Dallas County, Texas (commonly known as 4445 Sigma Road, Farmers Branch, Texas) (“the Property”).

**SECTION 2.** The Property shall conform in operation, location and construction to the development standards specified within the Light Industrial (“LI”) zoning district, and if used and developed in accordance with the purposes for which this Specific Use Permit is granted, the Property shall be developed in accordance with the following special conditions:

- A. The Property shall be developed and used only in accordance with the Site Plan,

Conceptual Floor Plan, Landscape Plan, and Elevations attached hereto respectively as Exhibits “A,” “B,” “C,” and “D” and incorporated herein by reference, which are hereby approved; provided, however, modifications to the Floor Plan may be made if approved by the City Manager or designee and such modifications do not cumulatively result in more than a 10% change in the floor area of the Ballroom area or allow for a meeting capacity exceeding 180 people;

- B. The Property may be used as a ballroom, banquet hall, conference center, and similar uses pursuant to the Specific Use Permit granted pursuant to Section 1, above;
- C. The hours during which Events held at the Property shall be limited as follows:
  - (1) No Event shall commence earlier than 7:00 a.m. any day of the week;
  - (2) If the Event commences on any day other than Saturday or Sunday, the Event must end not later than 5:30 p.m. on the same day;
  - (3) If the Event commences on a Saturday or Sunday, the Event must end not later than 11:00 p.m. on the same day.

The foregoing limitations do not apply to the time prior to the commencement of an Event relating to preparing the Property for the Event, including, but not limited to, move in and set up of tables, chairs, catering services, and other vendors engaged to provide services for the Event, nor do such limitations apply to the clean up and move out of all such vendors, equipment, furniture, and other functions generally associated with clean up after a banquet hall event.

- D. A Certificate of Occupancy shall not be issued for use of the Property for the purpose for which the Specific Use Permit is granted until:
  - (1) All improvements to the façades of the building, construction of all screening walls and dumpster enclosures, resurfacing and reconfiguration of the parking areas, and demolition and removal of the outside storage units have been completed in the manner shown on the Site Plan and Building Elevations attached hereto; and
  - (2) The landscaping required by the Landscape Plan is installed.
- E. The use of the Property for the purposes for which this Specific Use Permit is granted shall be limited solely to the western 18,040± square foot portion of the building located on the Property and shown within the area of the Conceptual Floor Plan.

**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 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 17th DAY OF MAY, 2016.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/4/16:76778)

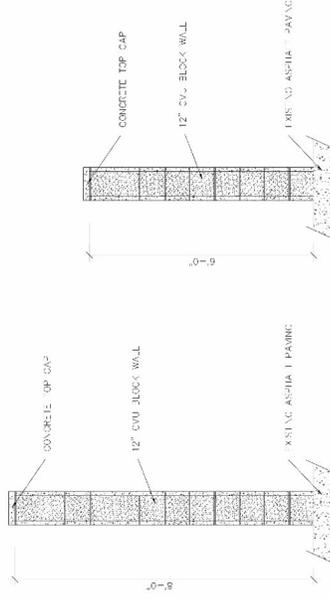
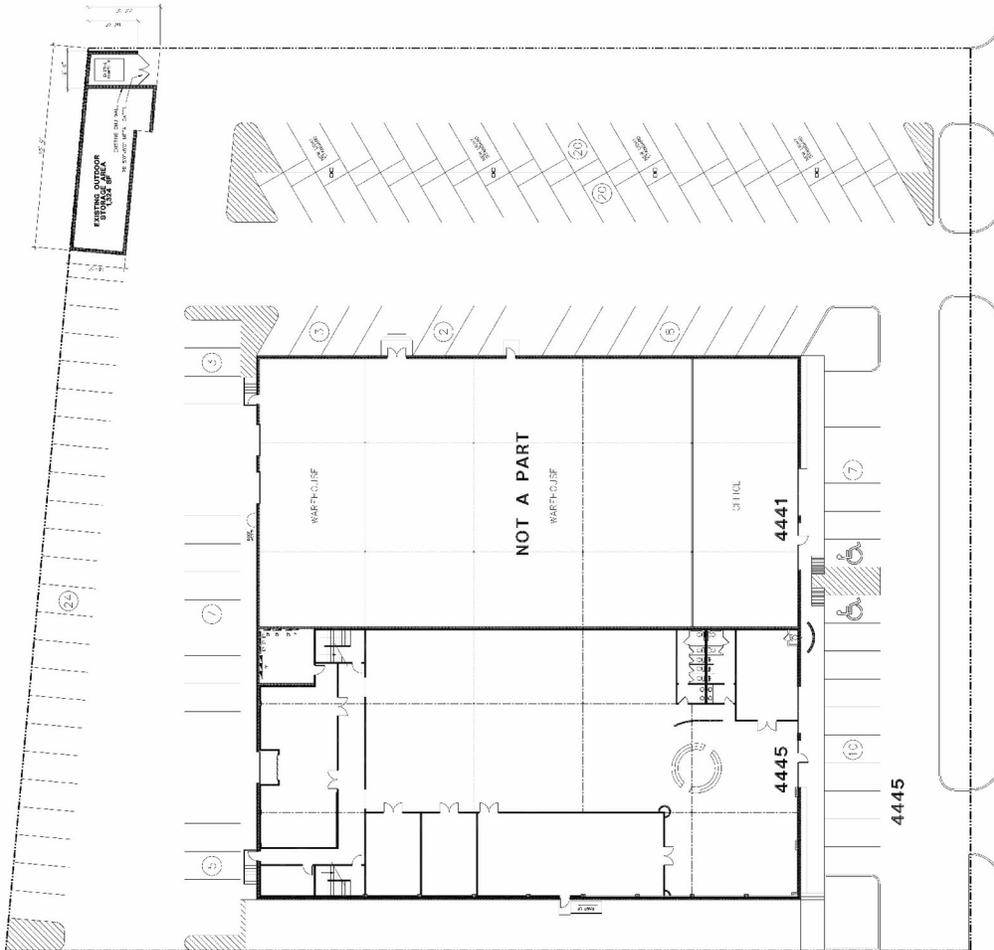
# Ordinance No. 3370 EXHIBIT "A" – Site Plan

NOTE: PARKING LOT WILL BE RESURFACED AND RESTRIPTED  
 NOTE: ALL PARKING AREA SHOWN IS EXISTING ASPHALT PAVING - THERE ARE NOT ISLANDS IN THE PAVING - ALL AREAS ARE STRIPED AS SHOWN  
 NOTE: SEE LANDSCAPING PLAN FOR ALL LANDSCAPING SPECS

**PARKING ANALYSIS:**  
 4445 SIGMA - 180 PEOPLE/3 - 60 PARKS REQ'D  
 NOTE: PLACE SIGN ADJACENT TO ENTRY DOORS TO STATE: MAXIMUM OCCUPANCY TO BE 180 PERSONS PER CITY ORDINANCE

**4441 SIGMA**  
 OFFICE 4,654 SF/333 - 13.9 PARKS REQ'D  
 WAREHOUSE 10,658 SF/1000 - 10.6 PARKS REQ'D  
 PARKS REQ'D - 25 PARKS

**TOTAL PARKS REQ'D - 85 PARKS**  
**TOTAL PARKS PROVIDED - 109 PARKS**



**STORAGE WALL SECTION**  
 C SCALE: 1" = 10'

**DUMPSTER WALL SECTION**  
 B SCALE: 1" = 10'

**4445 SIGMA**  
 FARMERS BRANCH, TX  
 APPROX. 1.97 ACRES

**BUILDING SUMMARY**

FIRST FLOOR	15,312 SF
MEZZANINE	2,728 SF
<b>TOTAL</b>	<b>18,040 SF</b>

**A SITE PLAN**  
 SCALE: 1/8" = 10'

Project No. 16-055  
 Date: 04/11/16  
 Scale: 1/8" = 10'

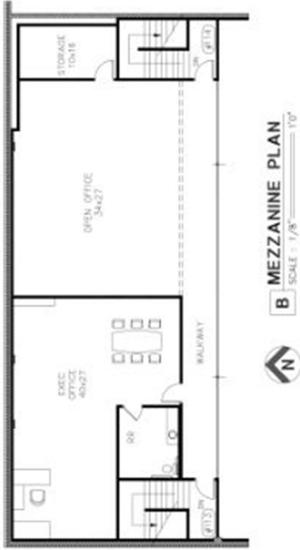
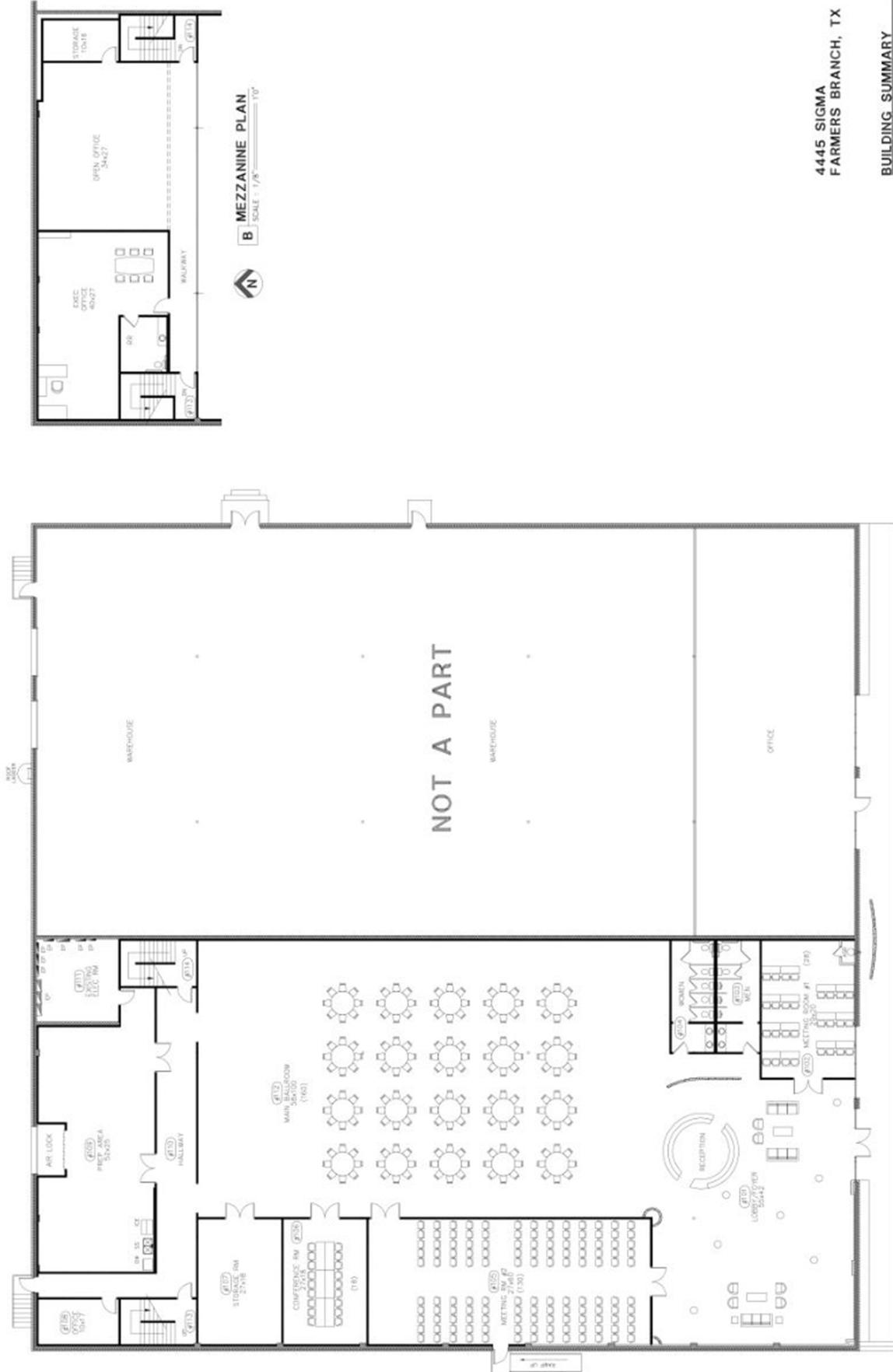
**GTS PLANNERS**  
 2817 E. Spring Lake  
 Suite 100  
 Dallas, TX 75246  
 972.355.7777

**MIDTOWN CONFERENCE CENTER**

16-055

A-1

**Ordinance No. 3370  
EXHIBIT "B" – Conceptual Floor Plan**



4445 SIGMA  
FARMERS BRANCH, TX

**BUILDING SUMMARY**

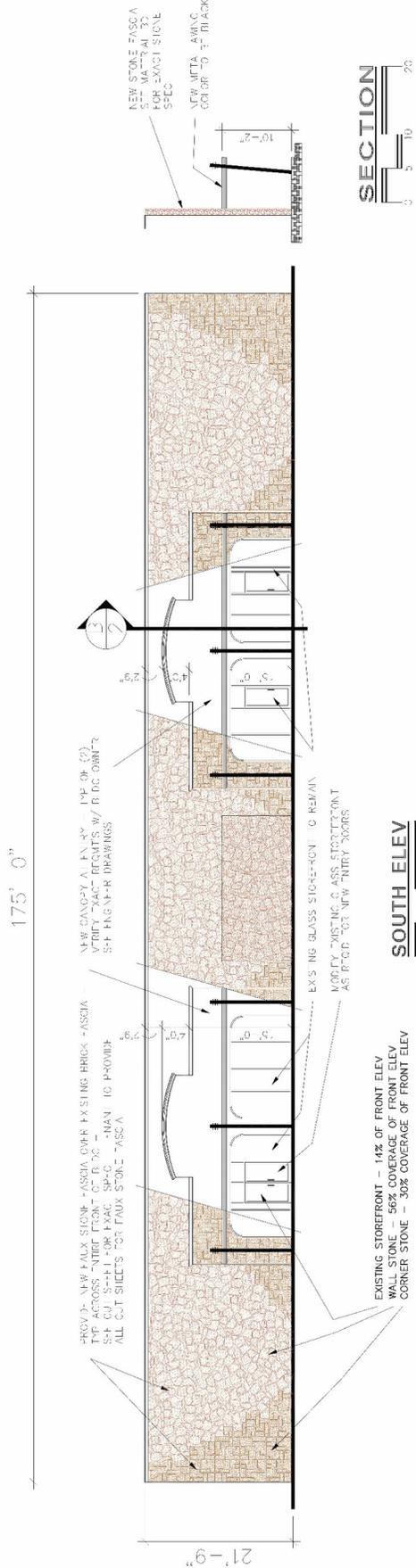
FIRST FLOOR	15,312 SF
MEZZANINE	2,728 SF
<b>TOTAL</b>	<b>18,040 SF</b>

**CONCEPTUAL FLOOR PLAN**  
A SCALE: 1/8" = 10'





# Ordinance No. 3370 EXHIBIT "D" – Elevations



NOTE: THESE WILL BE FAUX STONE FASCIA ACROSS THE ENTIRE FRONT OF THE BUILDING - THE TREES AGAINST THE BUILDING HAVE BEEN DELETED BECAUSE THERE WAS NOT ENOUGH ROOM FOR THE TREES BETWEEN THE SIDEWALK AND THE BUILDING - SEE LANDSCAPING PLAN FOR ALL TREE SPECS AND LOCATIONS



Hydraulically applied limestone veneer  
\_1 inch thickness  
\_manufacturer: Procal Stone Design LLC

4445 SIGMA  
FARMERS BRANCH, TX

**BUILDING SUMMARY**

FIRST FLOOR	15,313 SF
MEZZANINE	2,728 SF
TOTAL	18,040 SF

**GTS**  
PLANNERS

1707 North Loop East  
Suite 2000, Dallas, TX 75201  
714.620.8888  
gtsplanners.com

**MIDTOWN CONFERENCE CENTER**

DATE: 05/09/16  
EVALUATED: 04/17/16  
REVISED: 04/17/16  
PROJECT NUMBER: 16-055  
SHEET NUMBER: A-3

# Site Photographs



Parking lot to be resurfaced and restriped



Outdoor storage to be removed



Outdoor storage and dumpster enclosure to keep and improve



# City of Farmers Branch

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

## Staff Report

File Number: R2016-050

Agenda Date: 5/17/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number: H.2

**Conduct a public hearing and consider adopting Resolution No. 2016-050 approving a Detailed Site Plan for a warehouse and office building located at 2424 Richland Avenue, and take appropriate action.**

### BACKGROUND:

The applicant, RDZ Developers, is proposing to build a new headquarters for their residential and commercial air conditioning and heating business, Air Rey Services. The new building, 6,591 square feet and one story in height, will contain warehouse, storage and office spaces. The site is located within the Planned Development 70 (PD-70) zoning district.

### DISCUSSION:

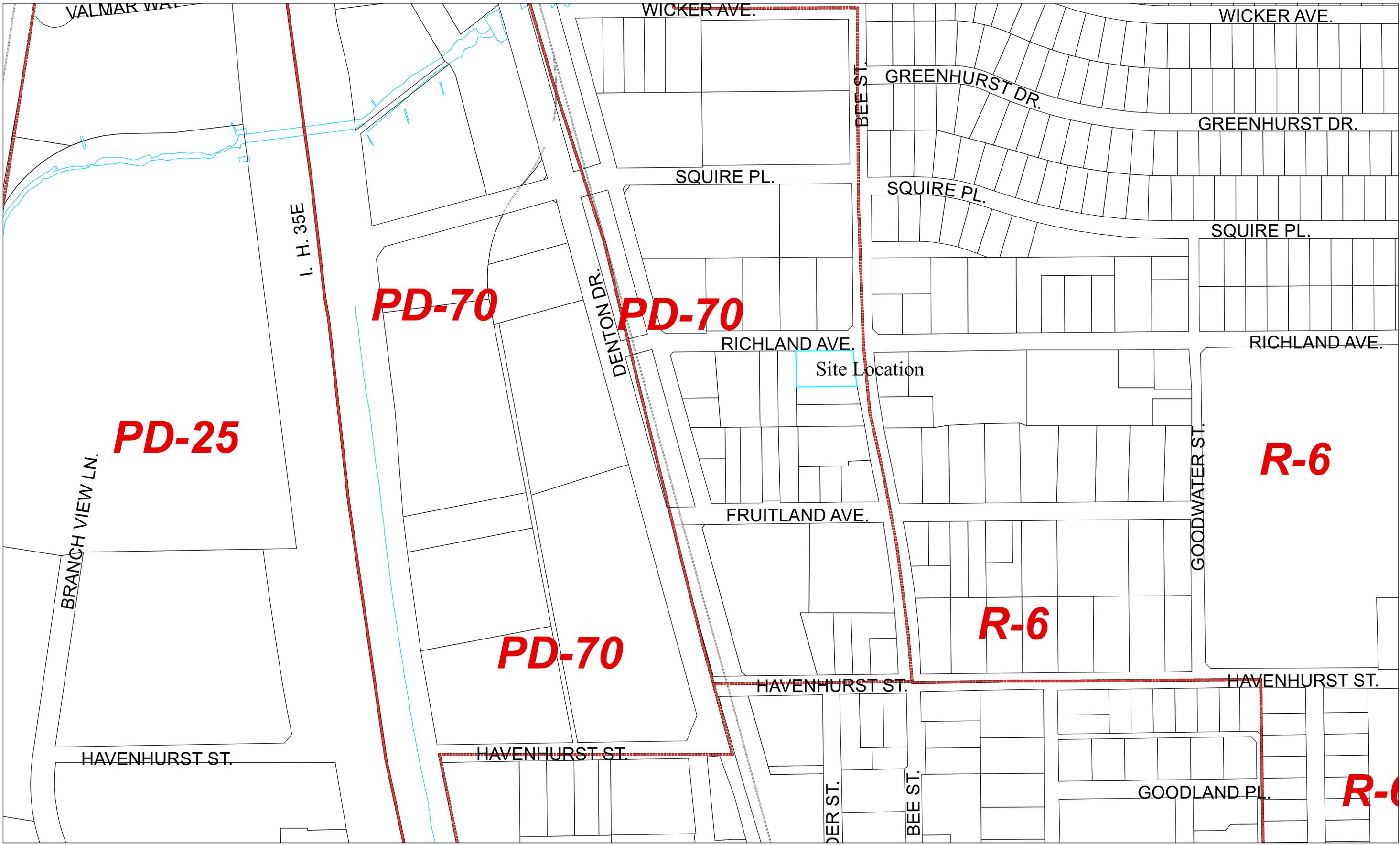
The new building will contain approximately 4,000 sf of warehouse on the west wing, with access from Richland Avenue and approximately 2,591 sf of office on the east wing, with access from Bee Street. This Site Plan request includes a Special Exception for lot coverage.

### RECOMMENDATION:

On April 25th, Planning and Zoning Commission recommended approval of the detailed Site Plan and the Special Exception as described in Resolution No. 2016-050.

### ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Resolution No. 2016-050
5. Site Photographs



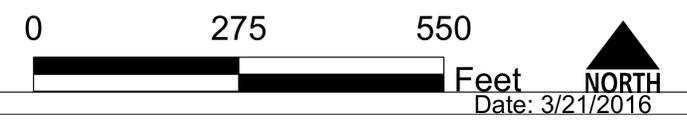
-  Zoning District Boundary
-  Parcel Property Boundaries
-  City Limit

## 16-SP-03 - Location Map

### 2424 Richland Ave.



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.





# 16-SP-03 - Aerial Map

## 2424 Richland Ave.

-  Parcel Property Boundaries
-  City Limit



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.

0      275      550

Feet      NORTH

Date: 3/21/2016



# Information MEMORANDUM

TO: Mayor and City Council  
FROM: Charles Cox  
City Manager  
DATE: May 17, 2016  
SUBJECT: Proposed Resolution No. 2015-050 to approve a Detailed Site Plan for office and warehouse building.

---

## **Existing Conditions:**

The applicant, RDZ Developers, is proposing to build a new office and warehouse building located at the southwest corner of Richland Avenue and Bee Street. Currently the property is vacant and undeveloped. The overall site is approximately 0.380 acres.

To the north of the site is an existing commercial building. To the south of the site are existing residential and commercial buildings. The site is primarily bounded by light industrial, commercial and residential uses. (See Location Map)

The property is zoned Planned Development No. 70 (PD-70), General Business Sub District, which was designed to accommodate small to moderate scale industrial and commercial businesses and to minimize any conflict between the non-residential and residential uses.

## **Site Design:**

The applicant is proposing to build a new headquarters for their residential and commercial air conditioning and heating business, Air Rey Services. The total site area is 16,534 square feet and the total impervious area is approximately 11,163 square feet which equals a lot coverage of 67%. (See Site Plan)

This 6,591 square foot building will contain both warehouse, storage and office space. The proposed building will contain approximately 4,000 square feet of warehouse and 2,591 square feet of office space. The largest portion of the building will be used to store their supplies, equipment and the service vans.

The proposed building will be one story and approximately 19 feet in height. The exterior of the building will be a combination of brick, wood siding and stucco. The exterior of this building will be approximately 90% masonry material. The building is designed to face northward, towards Richland Avenue. All truck/van loading areas are proposed along the northern elevation and the office entrance is proposed along the eastern elevation. (See Elevations and Rendering)

The applicant plans to install a four foot sidewalk along Bee Street that connects with the existing sidewalk to the north. They also plan to install an eight foot tall masonry fence along the western and southern property lines to buffer the adjacent residential uses.

### **Landscaping and Open Space:**

The applicant has proposed to provide approximately 32% of the site as natural or landscaped open space. PD-70 requires that 5% of the total lot area shall be landscaped.

The applicant plans to comply with the PD-70 requirements by installing one large tree for every 30 feet.

The Landscape Plan includes a combination of trees and shrubbery located along Bee and Richland. The landscaping will be a combination of Western Soapberry or Texas Ash, Burford Holly, Indian Hawthorne, and Texas Sage. (See Landscape Plan)

### **Parking:**

Based on the proposed design of this office/warehouse building, the need for employee parking on the site will be minimal. The applicant is proposing to develop 8 parking spaces and 1 ADA parking space. PD-70 requires 8 parking spaces for this combination of uses.

### **Signage:**

RDZ Developers has proposed one wall sign located on the eastern elevation, at the entrance to the business. The proposed signage is 27 square feet (9x3) in size and complies with the city's sign regulations. (See Elevations)

### **Special Exception:**

PD-70 specifies that the maximum lot coverage shall be 60%. Due to the building requirements for the applicant's business and the size of the lot, this Site Plan requires a special exception to exceed the 60%. The total site area is 16,534 square feet and the total impervious area (building plus surface parking lot) is approximately 11,163 square feet which equals a lot coverage of 67%.

*City staff supports this Special Exception.*

**Comprehensive Plan:**

The 2012 Central Area Plan designates this area as the IH-35E District. The vision for this district is regional retail with a mix of commercial uses. The SP request is consistent with the future land use for this area.

**Public Response:**

Twenty-two (22) notification letters were mailed to the surrounding property owners on April 14, 2016. Two zoning notification signs were also placed on the site that same day. A public notice ad was placed in Dallas Morning News on May 1<sup>st</sup>, 2016. As of May 13<sup>th</sup> 2016, no written opposition to this Site Plan request has been received by the City.

**Possible Council Action:**

1. I move to adopt Resolution No. 2016-050.
2. I move to adopt Resolution No. 2016-050 with the following modification(s)...
3. I move to table the item or take no action.



## RESOLUTION NO. 2016-050

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A DETAILED SITE PLAN, INCLUSIVE OF LANDSCAPE PLAN, BUILDING ELEVATIONS, AND A SPECIAL EXCEPTION FOR LOT COVERAGE, FOR LOT 1, BLOCK A, KITCHEN CLUB ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, LOCATED IN PLANNED DEVELOPMENT NO. 70 - (OLD FARMERS BRANCH – GENERAL BUSINESS SUBDISTRICT) (PD-70 OFB-GB); AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, an application has been made for approval of detailed site plan for the property described as Lot 1, Block A, Kitchen Club Addition, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded as Instrument No. 201400310782, Official Public Records, Dallas County, Texas, (“the Property”) which is located in Planned Development No. 70 - (Old Farmers Branch – General Business Subdistrict) (PD-70 OFB-GB); and

**WHEREAS**, having received the recommendation of the Planning and Zoning Commission that the detailed site plan and associated drawings, including, but not limited to, a landscape plan and building elevations, should be approved as requested, the City Council of the City of Farmers Branch, in the exercise of the legislative discretion, has concluded that the requested site plan and special exceptions for the Property should be approved;

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

**SECTION 1.** The Property shall be developed substantially in accordance with the following exhibits, all of which are attached hereto and incorporated herein by reference:

- A. Detailed Site Plan as shown in Exhibit “A;”
- B. Landscape Plan as shown in Exhibit “B;” and
- C. Elevations as shown in Exhibit “C.”

**SECTION 2.** In addition to the requirements set forth in Section 1, above, notwithstanding Section 6 “General Business Subdistrict (OFB-GB)”, Subsection G “Lot Coverage and Floor Area Ratio,” Paragraph 1 “Lot Coverage,” as set forth in Ordinance No. 2111 (as amended by Ordinance Nos. 2153 and 2416), a special exception is hereby granted so that the lot coverage for the improvements constructed on the Property as shown on the Detailed Site Plan may extend up to, but shall not exceed, 67% of the area of the Property.

**SECTION 3.** This resolution shall become effective immediately upon its approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS  
BRANCH, TEXAS, THIS 17<sup>TH</sup> DAY OF MAY, 2016.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/4/16:76782)





# Resolution No. 2016-050 Exhibit "C" – Elevations

**ARCHIPHY**  
Architects

4101 McEwen Rd, Suite 448  
Dallas TX 75244  
(PH) 972-333-6592  
(FAX) 972-232-7139  
(WEB) www.archiphy.com



03-02-2016

KEY PLAN

REVISIONS

**Air Rey Services**  
2424 Richland Ave  
Farmers Branch, TX 75234

Architectural Drawings

PROJECT NUMBER: AR-16  
DATE: 03-02-2016

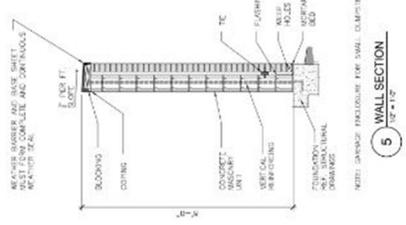
**EXTERIOR ELEVATIONS**

**A-2.1**



**SHEET NOTES**

1. FINISH FLOOR
2. FINISH FLOOR
3. FINISH FLOOR
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16. FINISH FLOOR
17. FINISH FLOOR



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	BRICK 1	271,340	SQ. YD.	25.8	7,000.62
2	BRICK 2	5,816	SQ. YD.	22.1	128.53
3	BRICK 3	243,000	SQ. YD.	17.6	4,275.84
4	WOOD SHIMS	15	EA.	16.0	240.00
5	WOOD SHIMS	15	EA.	16.0	240.00
6	WOOD SHIMS	15	EA.	16.0	240.00
7	WOOD SHIMS	15	EA.	16.0	240.00
8	WOOD SHIMS	15	EA.	16.0	240.00
9	WOOD SHIMS	15	EA.	16.0	240.00
10	WOOD SHIMS	15	EA.	16.0	240.00
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51	WOOD SHIMS	15	EA.	16.0	240.00
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83	WOOD SHIMS	15	EA.	16.0	240.00
84	WOOD SHIMS	15	EA.	16.0	240.00
85	WOOD SHIMS	15	EA.	16.0	240.00
86	WOOD SHIMS	15	EA.	16.0	240.00
87	WOOD SHIMS	15	EA.	16.0	240.00
88	WOOD SHIMS	15	EA.	16.0	240.00
89	WOOD SHIMS	15	EA.	16.0	240.00
90	WOOD SHIMS	15	EA.	16.0	240.00
91	WOOD SHIMS	15	EA.	16.0	240.00
92	WOOD SHIMS	15	EA.	16.0	240.00
93	WOOD SHIMS	15	EA.	16.0	240.00
94	WOOD SHIMS	15	EA.	16.0	240.00
95	WOOD SHIMS	15	EA.	16.0	240.00
96	WOOD SHIMS	15	EA.	16.0	240.00
97	WOOD SHIMS	15	EA.	16.0	240.00
98	WOOD SHIMS	15	EA.	16.0	240.00
99	WOOD SHIMS	15	EA.	16.0	240.00
100	WOOD SHIMS	15	EA.	16.0	240.00

SITE PHOTOGRAPHS







# City of Farmers Branch

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

## Staff Report

File Number: R2016-047

Agenda Date: 5/17/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.1

**Consider approving Resolution No. 2016-047 awarding the bid for the reconstruction of Valley View Lane from Josey Lane to Webb Chapel Road to McMahon Contracting Company, LP; and take appropriate action.**

### BACKGROUND:

The reconstruction of the Valley View Lane from Josey Lane to Webb Chapel Road is included in the 2015-2016 Capital Improvement Program with the Street Bond Fund providing a budgeted amount of \$ 3,500,000. Valley View Lane was selected as one of the three major streets to be totally reconstructed in Phase 1 of the Street Bond Program which was adopted in August 2014.

The reconstruction of Valley View Lane will consist of replacing all pavement including curb and gutters, sidewalks, and drive approaches. The water and sanitary sewer mains that are within the right of way of this portion of Valley View Lane will also be replaced. The sidewalks along both sides of Valley View Lane will be widened as previously discussed with the Trails Master Plan.

### DISCUSSION:

On April 19, 2016, five bids were received and opened for the Valley View Lane reconstruction project, with all bids meeting specifications. The low bid was received from McMahon Contracting Company, LP in the amount of \$3,116,643.98. The contract time is three hundred fifty (350) calendar days. McMahon Contracting Company, LP has submitted adequate qualifications and references, and has done similar work for the City in the past.

This item is consistent with City's Guiding Principles relative to providing functional, sustainable, and well-maintained infrastructure, facilities and equipment.

### RECOMMENDATION:

Consider approving Resolution No. 2016-047 awarding the bid for the reconstruction of Valley View Lane from Josey Lane to Webb Chapel Road to McMahon Contracting Company, LP.

### POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-047 awarding the bid for the reconstruction of Valley View Lane from Josey Lane to Webb Chapel Road to McMahon Contracting Company, LP.
2. I move to approve Resolution No. 2016-047 awarding the bid for the reconstruction of Valley View Lane from Josey Lane to Webb Chapel Road to McMahon Contracting Company, LP., with modifications.
3. I move to table the issue for further study or take no action.

### ATTACHMENTS:

1. Location Map
2. Bid Tabulation
3. Resolution No. 2016-047



**PROJECT LOCATION**

**VALLEY VIEW LANE**

**JOSEY LN**

**WEBB CHAPEL RD**



# LOCATION MAP



**BID TABULATION****BID NO: 16-09****Project: VALLEY VIEW LANE RECONSTRUCTION****JOSEY LANE TO WEBB CHAPEL ROAD****April 19, 2016**

	McMahon Contracting, L.P.	Jim Bowman Construction Co., L.P.	Lone Star Civil Construction, Inc.	FNH Construction, LLC	Tiseo Paving Co.
<b>Total amount bid</b>	\$3,116,643.98	\$3,269,699.75	\$3,639,905.00	\$3,901,134.00	\$4,328,112.60



**RESOLUTION NO. 2016-047**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS AUTHORIZING A CONTRACT WITH McMAHON CONTRACTING COMPANY, LP IN THE AMOUNT OF \$3,116,643.98 FOR THE RECONSTRUCTION OF PORTIONS OF VALLEY VIEW LANE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 2015-2016 Capital Improvement Program Street Improvement Bond Fund provides for the reconstruction of a portion of Valley View Lane (“the Project”); and

**WHEREAS**, having received and opened bids for the Project, City Administration has determined the lowest qualified bid for the Project meeting specifications was received from McMahon Contracting Company, LP in the amount of \$3,116,643.98 and recommends awarding the bid to McMahon Contracting Company, LP; and

**WHEREAS**, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to approve the recommendation of the City Administration with respect to the above-described bid.

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

**SECTION 1.** The Interim City Manager is authorized to execute, on behalf of the City of Farmers Branch, a contract in the amount of \$3,116,643.98 with McMahon Contracting Company, LP for the Project, inclusive of any change orders related thereto executed in compliance with Texas law and City policy and, in the case of increases in contract price, the availability of funds in the City’s budget.

**SECTION 2.** This Resolution shall become effective upon approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17<sup>th</sup> DAY OF MAY, 2016.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:4/28/16:76677)



# City of Farmers Branch

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

## Staff Report

File Number: R2016-054

Agenda Date: 5/17/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.2

**Consider approving Resolution No. 2016-054 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 3507 Apple Valley Dr; 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:

Applicants Robert and Laura Steele are applying for Demo Rebuild Option Two. This includes 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 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 \$114,000 and the estimated new improvement value is estimated to be at least \$866,000.

### ATTACHMENTS:

1. Demo Rebuild Application 3507 Apple Valley Drive
2. Location Map 3507 Apple Valley Drive
3. Current Elevation 3507 Apple Valley Drive
4. Front Elevation of New Home 3507 Apple Valley Drive
5. Demo Rebuild for 3507 Apple Valley Drive PPT
6. Resolution for 3507 Apple Valley Drive

### RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-054 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of

property located at 3507 Apple Valley Drive.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-054
2. I move to approve Resolution 2016-054 with modifications.
3. I move to table the issue for further study or take no action.



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. <sup>1</sup>

**Section A: Applicant Information**

Applicant's Full Name Robert Bruce Steele  
Spouse or Co-Owner Laura Duffy Steele  
Current Mailing Address 1830 San Jacinto Drive  
City Allen State Tx Zip Code 75013  
Phone [REDACTED] Cell [REDACTED] Fax \_\_\_\_\_  
E-mail <sup>2</sup> [REDACTED] @ icloud.com

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

<sup>1</sup> home email address is confidential and may not be disclosed to the public by the city unless a citizen consents. By submitting this application you consent to the public disclosure of your email address unless requested otherwise in writing.

**Section B: New Home Information**

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

3507 Apple Valley Dr.

City	State	Zip Code
Farmers Branch	Tx	75234

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](mailto:Allison.cook@farmersbranchtx.gov)  
[Madison.clark@farmersbranchtx.gov](mailto: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

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



## **Farmers Branch Residential Incentive Grant Program**

### ***Residential Demolition/Rebuild Incentive Program***

**Purpose.** Chapter 380 of the Texas Local Government Code authorizes the City to provide incentives consisting of loans and grants of city funds, use of city personnel, facilities and services with or without charge, for the promotion of economic development. The availability of quality housing stock in the City of Farmers Branch encourages the relocation of businesses, attracts new businesses, and promotes expansion of existing businesses to and within the City, all of which in turn will stimulate growth, create jobs, and increase property and sales tax revenues. Subject to available funding and the conditions of this program, the City desires to provide economic development incentive grants pursuant to Chapter 380 of the Texas Local Government Code to encourage the redevelopment of existing one-family detached residential properties with the construction of new, higher value, one-family detached residential structures.

**Eligible Applicants and Projects.** This program is available to people who own and occupy a one family detached dwelling (a "residence") in the City who agree to demolish the existing residence and to construct a new residence at the same location. The eligible residence owner shall be required to enter into an agreement for the program prepared by and approved by the City Attorney. Additionally, a developer or builder may qualify for the program if the developer or builder owns a single-family residence in the City and agrees to demolish the residence and construct a new single family residence at the same location; provided, however, any incentive to be paid pursuant the program agreement will be paid to the first person that owns and occupies the new residence and not the developer or builder. The eligible developer or builder shall be required to enter into an agreement with the City for the program prepared by and approved by the City Attorney. In the case of a developer or builder, the program agreement will be assignable to the first owner occupant of the new residence within 24 months after completion of construction of the new residence, who will then be entitled to payment of the incentives. The incentive will no longer be available, if the owner or developer fails to sell and transfer the new residence to an owner/occupant within the twenty-four (24) month period.

The demolition of the existing residence and the construction of a new residence must be completed, and a certificate of occupancy or completion issued by the City for the new residence, not later than twenty-four (24) months after the effective date of the incentive agreement entered with the City following approval by the City of an eligible project for participation in the program. The program participants will be required to consent to periodic City inspections of the demolition of the existing residence and the construction of the new residence. Property owners who are delinquent in payment of property taxes or other fees due to the City are ineligible to participate in the program, and the program agreement will terminate if the property owner is delinquent in payment of property taxes or other fees due to the City.

The property owner must be approved as an eligible participant in the program and shall have entered into the program agreement with the City prior to any demolition work relating to the existing residence and prior to the construction of the new residence. A project is not eligible if work commences prior to approval of the project by the City Council.

There are two options with respect to the incentives which may be granted pursuant to the Program. The eligible participant must select which option the participant desires to pursue at the time of application. At no time may a property qualify for more than one incentive pursuant to the Program.

**Program Option 1:** With respect to the first option under the Program, the City will provide seven (7) annual consecutive economic development incentive grants. Each incentive shall be equal to one hundred percent (100%) of the difference between the City property taxes assessed and paid for the new improvement (excluding the land) for a given tax year and the City property taxes assessed and paid for the residential structure (prior to demolition) (excluding the land) for the tax year in which the structure was demolished (the "Base Year"). The seven (7) incentives will be paid on April 1 of the calendar year beginning with April 1 of the calendar immediately following the calendar year in which a certificate of occupancy or completion is issued by the City following completion of construction of the new residence.

In the event the participant is a builder or developer, the annual incentive will be paid to the first owner occupant of the new residence who acquires the new residence after the completion of construction of the new residence and not to the developer or builder provided the new residence is sold to the first owner occupant within twenty-four (24) months after completion of construction of the new residence. The annual incentive would be paid on April 1 of the calendar year beginning with April 1 of the calendar immediately following the calendar year in which the owner occupies the new residence pursuant to a certificate of occupancy or completion issued by the City for such owner occupant.

Each incentive shall be equal to one hundred percent (100%) of the difference between the City property taxes assessed and paid for the new improvements (excluding the land) for a given tax year and the City property taxes assessed and paid for the prior residential structure (excluding the land) for the Base Year (the tax year in which the structure was demolished). The incentive will be based on the increase in certified appraised value of the new residential improvements (excluding the land) above the certified appraised value for the residential structure, excluding the land, prior to the demolition for the Base Year as determined by the Dallas Central Appraisal District for each of the seven (7) consecutive tax years beginning January 1 of the calendar year immediately following the calendar year in which a certificate of occupancy or completion is issued by the City following completion of the new residence.

For illustration purposes only, assume that the assessed value for an existing residential improvement is \$200,000 for tax year 2014, and the project is approved by the City in 2014, and demolition commences in 2014. In this example, the Base Year is 2014 and the Base Year Assessed Value is \$200,000. Further assume that the project is completed, the City issues a certificate of completion or occupancy on May, 15, 2015, and that the certified assessed value for the new improvements for tax year 2016 (which will be the assessed value as of January 1, 2016 which will be the first year that the full value of the new improvements will be included in the certified appraised value from the Dallas Central Appraisal District) is \$300,000. The first incentive will be equal to 100% of the difference in City taxes paid for the new improvements for tax year 2016 less the City taxes paid for the improvements for the Base Year 2014, and would be paid to the applicant April 1, 2017.

The Program Option 1 incentive also includes a reimbursement for up to \$5000.00 of demonstrated out of pocket costs directly related to demolition of the original residence. Payment of the reimbursement shall not occur earlier than 30 days after commencement of construction of the new residence. If commencement of construction of the new residence does not occur within twelve (12) months after completion of demolition of the original residence, the City will have the option to terminate the incentive agreement and be under no obligation to pay any reimbursement of demolition costs. If the demolition cost reimbursement is paid and a certificate of completion or occupancy for the new residence is not issued within 24 months following the effective date of the incentive agreement, the City will have the option to terminate the agreement and seek reimbursement of the demolition cost reimbursement incentive.

**Program Option 2:** With respect to Program Option 2, the City will pay an incentive in an amount equal to ten (10) times the amount of increase in City property taxes for the property (not including the land) taxes between the Base Year and the first tax year following the first full calendar year following the date of completion of construction of the new residence on the land; provided, however, the incentive shall not exceed ten (10) times the estimated increase of the value of the new residence as determined by the value appearing on the building permit application submitted to the City relating to construction of the new residence. In determining the maximum amount of the incentive, (a) the determination of the Base Year is the same as for Program Option 1 and (b) the City's property tax rate for the year the new residence is completed shall be used.

At the option of the property owner, if the property owner has engaged a builder and obtained interim financing for construction of the new residence, the City will advance an amount of up to 50% of the estimated incentive after completion of construction of the new residence but prior to closing on the permanent financing in order to allow the property owner to pay the property owner's closing costs related to obtaining permanent financing on the new residence. The estimated advance payment will be based on the value of the new residence (not including the land) set forth in the building permit. The balance of the incentive will be paid in a single payment on or about April 1 following the first full calendar year following the date of completion of construction of the new residence.

For illustration purposes only, assume that the assessed value for an existing residential improvement is \$200,000 for tax year 2014, the project is approved by the City in 2014, and demolition commences in 2014. In this example, the Base Year is 2014 and the Base Year Assessed Value is \$200,000. Further assume that the project is completed and the City issues a certificate of completion or occupancy on May, 15, 2015. Assume also that the value of the new improvements constructed on the property (exclusive of land costs) as shown on the building permit application submitted to the City is \$300,000. Based on a City property tax rate of \$0.6241 per \$100 of assessed value, the incentive based on the estimated value will be \$6241.00 ( $\$100,000/\$100 \times \$0.6241 \times 10 = \$6241.00$ ). Prior to closing on the permanent financing for the new residence, the property owner may request an advance of up to one-half of the incentive based on the estimated new value shown on the building permit application, or \$3120.50, which may be applied to closing costs for the permanent financing. If the certified assessed value for the new improvements for tax year 2016 (which will be the assessed value as of January 1, 2016, which will be the first year that the full value of the new improvements will be included in the certified appraised value from the Dallas Central Appraisal District) is \$300,000, then the remaining balance of the incentive of \$3120.50<sup>4</sup> ( $\$6241.00 - \$3120.50$ ) will be paid to the applicant April 1, 2017.

Note that if under the above example the certified assessed value for the new improvements for tax year 2016 is \$400,000, the incentive will be capped at \$6241.00 because the actual amount exceeds the estimated amount. Conversely, if the assessed value for the new improvements for tax year 2016 is \$275,000.00, the total incentive due will be \$4680.75 ( $[(\$275,000 - \$200,000)/\$100 \times \$0.6241 \times 10]$ ), with the balance of \$1560.25 being paid to the property owner on or about April 1, 2017.

There is no reimbursement for demolition costs provided in the Program Option 2.

**Exclusions from Base Year Assessed Value.** In establishing the Base Year Assessed Value for the property for both Program Option 1 and Program Option 2, valuation freezes, exemptions or reductions to which a current or former owner or occupant of the property is entitled because of age, disability, or veteran status shall not be taken into consideration. Furthermore, in determining the Base Year amount of City property taxes paid, the base year amount paid will be determined as if no exemptions allowed pursuant to Chapter 11 of the Texas Tax Code are applied unless the same exemption(s) will be also be in effect to reduce the amount of city property tax due for the tax years in which the incentive will be paid.

**Incentive Agreement.** The incentive will be provided pursuant an agreement between the City and the property owner (or developer/builder, as the case may be) to be prepared and approved by the City Attorney. The incentive agreement is not transferable and may not be assigned if the property is sold or transferred (including a life estate) to a

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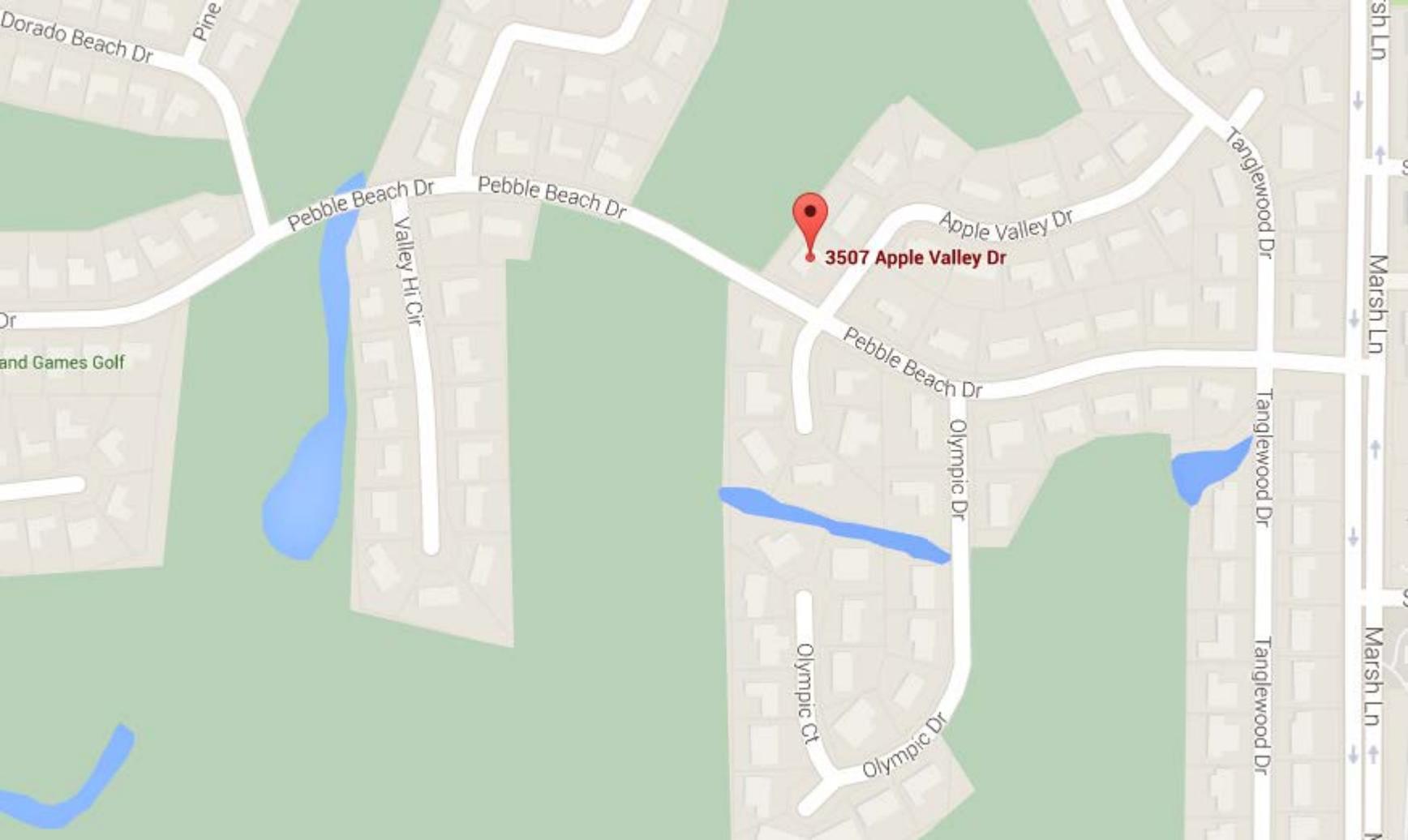
<sup>4</sup> If the property owner does not take the full 50% advance on the incentive at closing of the permanent financing, the balance of the incentive will be paid on the date indicated.

subsequent owner, except in the case of a builder or developer as set forth above. In the event the new residence is sold or transferred, the incentive agreement shall automatically terminate and no further incentives will be paid.

**Application.** A person desiring to participate in the program shall submit an application to the Director of Economic Development on a form provided by the City prior to commencement of any demolition of the existing residence on the property. The application shall require the property owner to provide the details of the proposed demolition/rebuild project, the estimated project costs and such other information as the City may require.

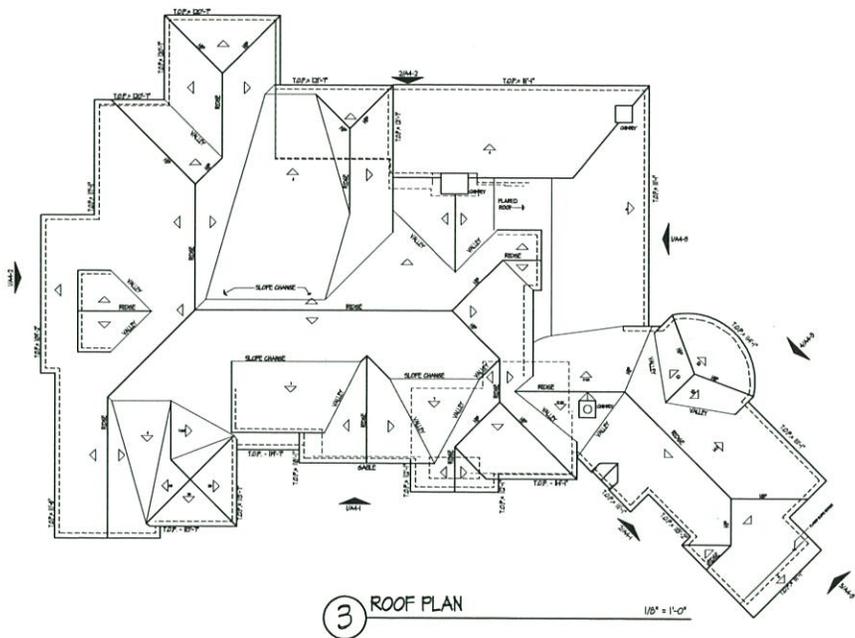
**Review Process.** The application shall be reviewed by the Director of Economic Development (or designee) who shall determine whether the applicant and the proposed project qualify for the program. The Director of Economic Development shall review a completed application not later than fifteen (15) business days after submission. If an application is incomplete or if additional information is required, the Director of Economic Development shall notify the property owner in writing of such request with a deadline to submit such requested information. The property owner shall provide a complete application or the requested additional information, as the case may be, within the stated time period or the application shall be deemed withdrawn. The Director of Economic Development will notify the property owner in writing if the application is denied or approved, and if approved, the Director will provide the required incentive agreement. The property owner will be required to execute and return the incentive contract within fifteen (15) business days after receipt from the City.

**Incentive Payment.** Except as noted below, the annual incentive for Program Option 1 will be paid to the property owner pursuant to the incentive agreement on April 1 of the calendar year beginning with April 1 of the calendar immediately following the first full calendar year following the date the City issues a certificate of completion following the completion of an approved project. In a year in which the property owner decides to pay property taxes on the property by utilizing the split-payment method, payment of the incentive will not be made until the earliest of (a) April 1, (b) 60 days following delivery to the City of paid tax receipts showing that all property taxes have been timely paid, or (c) September 1. The amount of the incentive shall be determined by the Director of Economic Development, whose decision shall be final in all respects.



**3507 Apple Valley Dr**

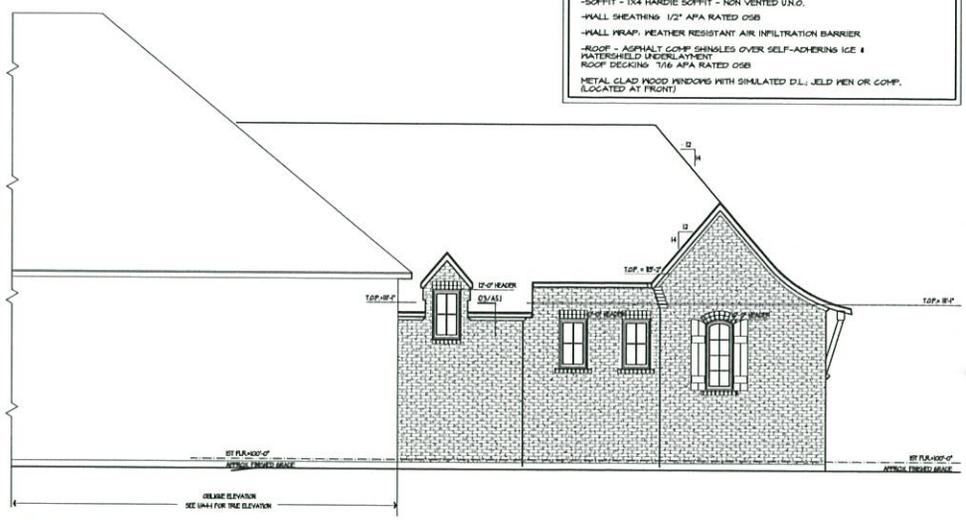




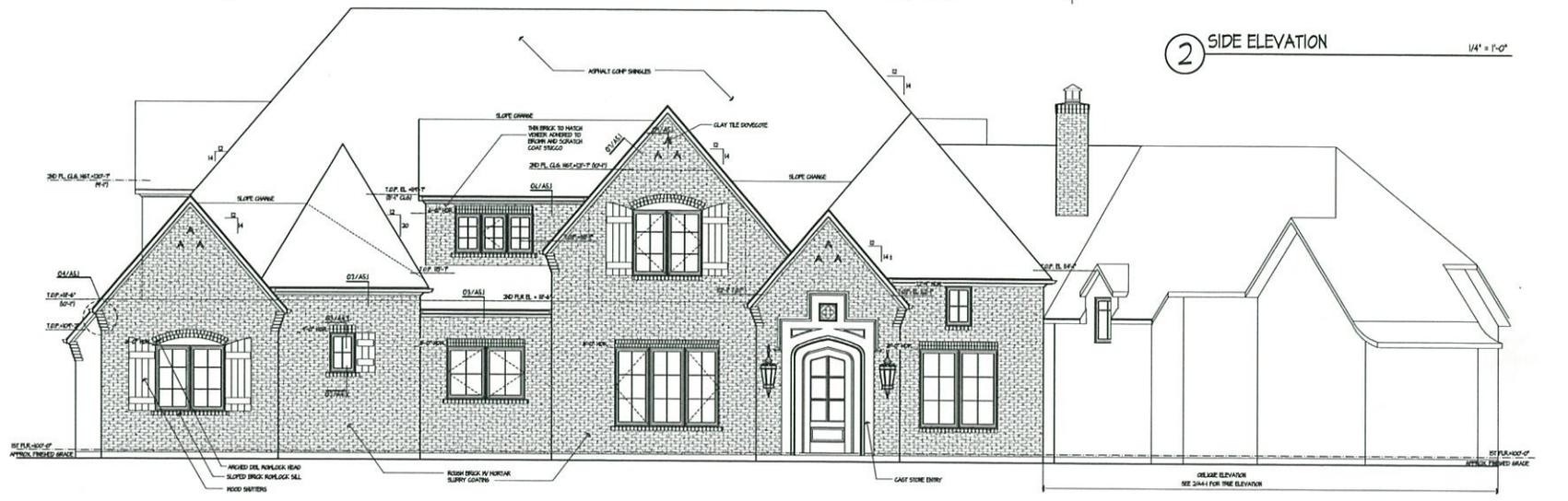
3 ROOF PLAN  
1/8" = 1'-0"

**ELEVATIONS NOTES**

- MORTAR VERIFY COLOR
- JOINT VERIFY
- TRIM BOARDS SHALL BE 4IN WIDE/10'F FIBER CEMENT PRODUCTS AS PERICD BY JAMES HARDIE SIZES AS SHOWN VERIFY SURFACE TEXTURE
- SOFFIT - 1/4 HARDIE SOFFIT - NON VENTED UNO.
- HALL SHEATHING 1/2" APA RATED OSB
- HALL WRAP, WEATHER RESISTANT AIR INFILTRATION BARRIER
- ROOF - ASPHALT GOLF SHINGLES OVER SELF-ADHERING ICE & WATERSHIELD UNDERLAYMENT
- ROOF DESIGN: 110' APA RATED OSB
- METAL GLAZ WOOD WINDOWS WITH SIMULATED D.L.; JELD WEN OR COMP. (LOCATED AT FRONT)



2 SIDE ELEVATION  
1/4" = 1'-0"



1 ENTRY ELEVATION  
1/4" = 1'-0"

**TRAVIS**  
ARCHITECTURE & PLANNING  
13034 FLOWER MOUND ROAD, FLOWER MOUND, TEXAS 75028

**Kazamba Residence**  
1000 Three Bridges Ct.  
Lot 1A  
Three Bridges Estates  
Flower Mound, Texas

USE OF THESE DOCUMENTS:  
All drawings are created by computer software. The user of these drawings is responsible for the accuracy of the information contained herein. The user of these drawings is responsible for the accuracy of the information contained herein. The user of these drawings is responsible for the accuracy of the information contained herein.

DRAWN BY  
MICHAEL A. ADAMS  
ENGINEERING  
APERT ENG

CHECKED BY

ISSUE DATE  
03-21-2016

REVISIONS

- 1.
- 2.
- 3.
- 4.
- 5.

PRINT  
SHEET NUMBER  
**A4-1**  
PROJECT NUMBER  
13034

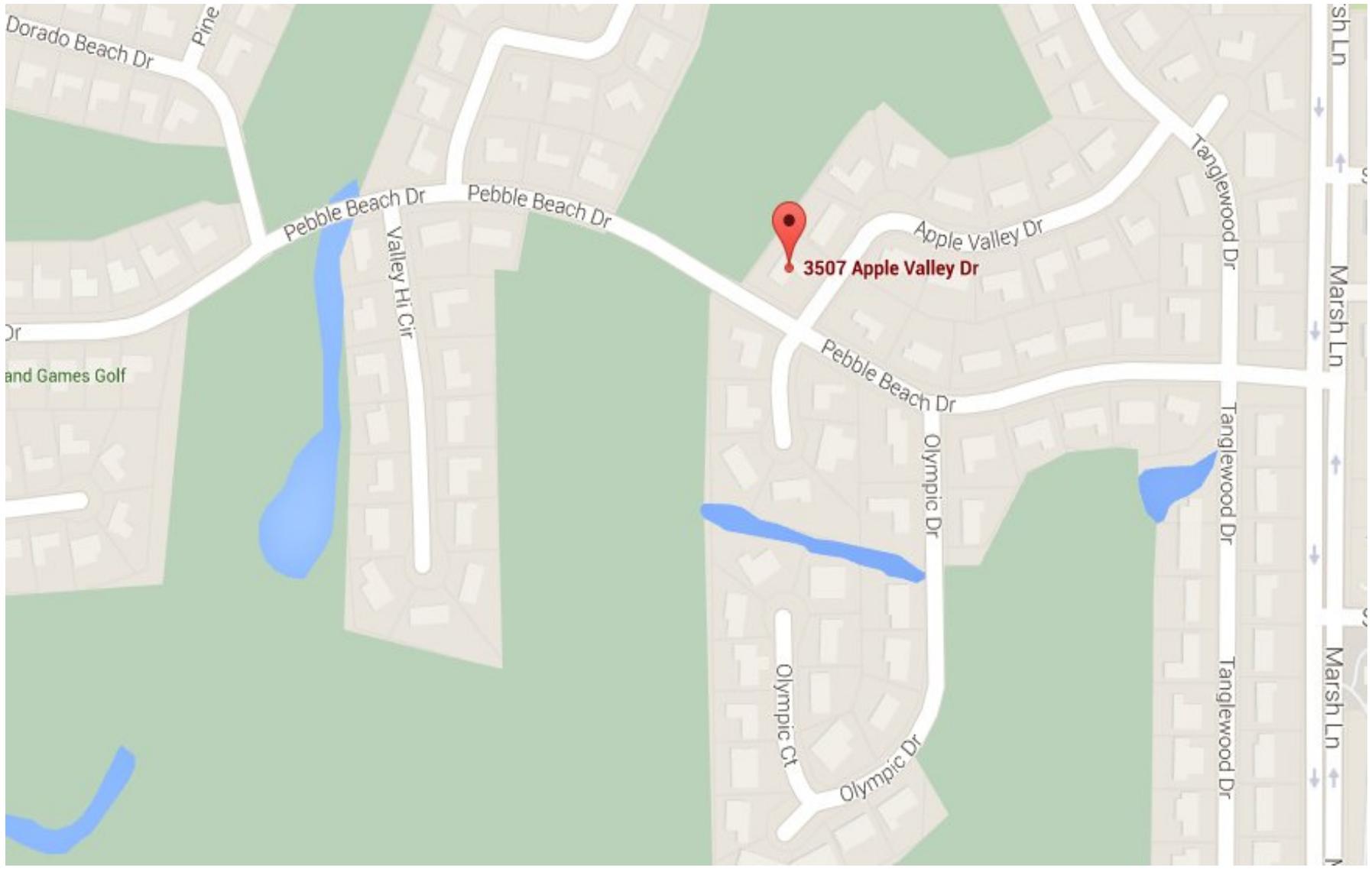
# Demo Rebuild

3507 APPLE VALLEY DRIVE  
ROBERT AND LAURA STEELE

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FARMERS  
BRANCH







CURRENT  
IMPROVEMENT  
VALUE:

\$114,740  
2000 SF

ESTIMATED NEW  
IMPROVEMENT  
VALUE:

\$866,000  
3,500SF

LAND VALUE:

\$144,000

# Summary – The Steele Family Chose Option Two

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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 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.



**RESOLUTION NO. 2016-054**

**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 3507 APPLE VALLEY 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 3507 Apple Valley 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 Robert Bruce Steele and wife, Laura D. Steele, with respect to property generally known as 3507 Apple Valley 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 17<sup>TH</sup> DAY OF MAY, 2016.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:5/9/16:76834)

**Resolution No. 2016-054**

**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 Robert Bruce Steele and wife, Laura D. Steele (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 housing stock 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 3507 Apple Valley 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

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**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:

"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.

"Closing Costs" shall mean loan origination fees, points, title company escrow fees, cost of tax certificates, courier charges, document recording fees, document preparation fees, appraisal fees, costs of survey, and mortgagee title policy premium purchased for the benefit of the permanent financing lender, to be paid by Property Owner at the time of closing on the permanent financing of the New Residence. "Closing Costs" shall not include payment of homeowner's insurance premium for the first year, payment of funds into any escrow required by the permanent financing lender for deposit of estimated installments for payment of homeowner's insurance or ad valorem taxed, down payment of principal on the permanent financing, commissions payable to any real estate agent or broker, or property taxes owed on the Property which are required to be paid at Closing.

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

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**Exhibit "A"**

"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.

"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.

"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.

"Incentive" shall mean an economic development incentive in an amount equal to ten (10) times the amount of increase in real property taxes for the Property for the first tax year following the date of Completion of Construction of the New Residence as the result of the increase in the Taxable Value of the New Residence compared to the Taxable Value of the Residence during the Base Year.

"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 1, Block 4, Brookhaven Hills Addition, an Addition to the City of Farmers Branch, Dallas County, Texas, according to the Map thereof recorded in Volume 51, Page 207, Map Records, 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 Optional Early Installment described in Section 3.2, below, a written request to be submitted to the City prior to closing on the permanent financing of the New Residence accompanied by the proposed purchaser's settlement statement showing the date of closing and the amount of purchaser's closing costs to be paid at closing; and (b) in the case of the Incentive Grant, a written request from the Property Owner to be submitted to the City on or before April 1 of the first calendar year following the first calendar

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**Exhibit "A"**

year after Completion of Construction of the New Residence 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.

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

"Property" shall mean the Land and the Residence or New Residence, as the case may be.

"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 \$114,740.00.

**Article III**

**Economic Development Incentive**

**3.1 Payment.**

(a) 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 Incentive pursuant to Section 5.2, hereof, the City agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on April 1 following the first full calendar year following the date of Completion of Construction of the New Residence. The City agrees to pay the Incentive not later than thirty (30) days after receipt of the completed Payment Request.

(b) Solely for purposes of illustrating paragraph (a), above, assume the assessed value for the Residence is \$200,000 (i.e. not including the value of the Land) for tax year 2016 (the Base Year Taxable Value), the Approved Project is approved by the City in 2016 (i.e. the Base Year), and demolition commences in 2016. Assuming further Completion of Construction of the Approved Project occurs on May 15, 2017, the first full calendar year after Completion of Construction will be Tax Year 2018. If the Taxable Value of the New Residence (i.e. not including the value of the Land) for Tax Year 2018 is \$300,000, the Incentive will be calculated based on \$100,000 (the difference in Taxable Value between the Residence in the Base Year and the New Residence for the first full calendar year after Completion of Construction). Assume further the City's property tax rate for Tax Year 2017 (the tax year in which Completion of

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### Exhibit "A"

Construction occurred) was \$0.6241 per \$100 of assessed value, the amount of the Incentive will be \$6241.00 (i.e.  $\$100,000/\$100 \times \$0.6241 \times 10 = \$6241.00$ ). Except as provided in Section 3.2, below, the Incentive will be payable in a single lump sum after receipt of a Payment Request by the City from the Property Owner after December 31, 2018, and before April 1, 2019.

#### 3.2 Optional Early Installment.

(a) Upon written request delivered to the City not later than ten (10) days prior to closing on the permanent financing for the New Residence, the Property Owner may request payment of a portion of the Incentive ("the Optional Early Installment") in an amount not to exceed the lesser of (i) one-half (1/2) of the estimated Incentive (as estimated pursuant to this Section 3.2(a)) and (ii) the total Closing Costs shown on the purchaser's settlement statement delivered with the Payment Request. For purpose of determining the amount of the Optional Early Installment, the calculation shall be based on (i) the difference in the Taxable Value of the Residence in the Base Year and the estimated value of the New Residence shown on the building permit(s) application(s) submitted to the City and (ii) the City's ad valorem tax rate for the year of Completion of Construction. If the Property Owner elects to receive the Optional Early Installment, the balance of the Incentive will be paid on the date in which the Incentive would have been paid under Section 3.1 had the Property Owner not elected to receive the Optional Early Installment.

(b) Notwithstanding Section 3.1, above, if the Property Owner elects to receive the Optional Early Installment, the total of the Incentive to be paid by the City shall not exceed the lesser of (i) the Incentive as calculated pursuant to Section 3.1, above, and (ii) the Incentive as calculated pursuant to Section 3.2(a), above based on the value of the New Residence set forth in the building permit(s) for the New Residence submitted to the City.

(c) If the Property Owner elects to receive the Optional Early Installment and the amount of the Closing Costs is less than one-half (1/2) of the estimated Incentive as calculated pursuant to Section 3.2(a), the Property Owner shall remain entitled to the full amount of the Incentive as determined by Section 3.2(b), above, with the balance of the Incentive to be paid at the time provided in Section 3.2(a), above.

(d) Solely for purposes of illustrating Section 3.2(a), above, assume the Taxable Value for the Residence is \$200,000 (i.e. not including the value of the Land) for tax year 2016 (the Base Year Taxable Value), the Approved Project is approved by the City in 2016 (i.e. the Base Year), and demolition commences in 2016. Assuming further Completion of Construction of the Approved Project occurs on May 15, 2017, the first full calendar year after Completion of Construction will be Tax Year 2018. Assume also the Property Owner desires to close on the permanent financing on June 1, 2017. Assume also that the estimated value of the New Residence placed on the application for building permit for the New Residence submitted to the City was \$300,000. Finally, assume the City's property tax rate for Tax Year 2017 (the tax year in which Completion of Construction occurred) is \$0.6241 per \$100 of assessed value. Based on the foregoing assumptions:

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(1) The estimated Incentive as calculated pursuant to Section 3.2(a) will be \$6241.00 (i.e.  $[\$300,000 - \$200,000]/\$100 \times \$0.6241 \times 10$ );

(2) The Optional Early Installment payment will be the lesser of:

(i) \$3210.50 ( $\$6241.00 \times .5$ ); and

(ii) the total of the Closing Costs to be paid by the Property Owner at the time of closing on the permanent financing loan for the New Residence.

(e) To complete the illustration under Section 3.1(d):

(1) If the Taxable Value for the New Residence (i.e. not including the value of the Land) for Tax Year 2018 (the first full calendar year following Completion of Construction) is \$300,000 (i.e. the same as the value estimate set forth in the building permit(s) application(s)), the total incentive due will be \$6241.00 and the balance of the Incentive to be paid to the Property Owner will be the amount of \$6241.00 less the amount of the Optional Early Installment, said balance being paid on the date set forth in Section 3.1(a);

(2) If the Taxable Value for the New Residence (i.e. not including the value of the Land) for Tax Year 2018 (the first full calendar year following Completion of Construction) is \$275,000 (i.e. less than the \$300,000 value estimate set forth in the building permit(s) application(s)), the total Incentive due will be \$4680.75 (i.e.  $[\$275,000 - \$200,000]/\$100 \times \$0.6241 \times 10$ ), and the balance of the Incentive to be paid to the Property Owner will be the amount of \$4680.75 less the amount of the Optional Early Installment, said balance being paid on the date set forth in Section 3.1(a); and

(3) If the Taxable Value for the New Residence (i.e. not including the value of the Land) for Tax Year 2018 (the first full calendar year following Completion of Construction) is \$400,000, based on Section 3.2(b), above, the Incentive will be based on the \$300,000 value estimate set forth in the building permit(s) application(s) and the total Incentive due will be \$6241.00 (i.e.  $[\$300,000 - \$200,000]/\$100 \times \$0.6241 \times 10$ ), and the balance of the Incentive to be paid to the Property Owner will be the amount of \$6241.00 less the amount of the Optional Early Installment, said balance being paid on the date set forth in Section 3.1(a).

**3.3 Current Revenue.** The Incentive 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 be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

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**Article IV**

**Incentive Conditions**

The City's obligation to pay the Incentive 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 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;
- (f) by City, if, subject to 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.

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**Exhibit "A"**

**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.

If intended for Property Owner, to:

Before Completion of Construction:

Robert B. Steele  
1830 San Jacinto Drive  
Allen, Texas 75013

After Completion of Construction:

Robert B. Steele  
3507 Apple Valley Road  
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.  
500 N. Akard, Suite 1800  
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.

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**Exhibit "A"**

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.

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 Incentive 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 percent (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 3507 Apple Valley Road, 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]*

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**Exhibit "A"**

**SIGNED AND AGREED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Farmers Branch, Texas**

By: \_\_\_\_\_  
Charles Cox, City Manager

**Attest:**

By: \_\_\_\_\_  
Amy Piukana, City Secretary

**Approved As To Form:**

By:   
Peter G. Smith, City Attorney

**SIGNED AND AGREED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Property Owner**

By: \_\_\_\_\_  
Robert Bruce Steele

By: \_\_\_\_\_  
Laura D. Steele



# City of Farmers Branch

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

## Staff Report

File Number: 16-140

Agenda Date: 5/17/2016

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:

- *Consultation with City Attorney regarding Texas Commission on Environmental Quality (TCEQ) Report No. 119885 relating to TCEQ Permit Nos. 5383 and 5383A to Town of Addison for use of water in Farmers Branch Creek, pending TCEQ Complaint regarding Farmers Branch Creek.*

Council shall convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding:

- *Discuss commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s). Project WOW*

Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code to deliberate regarding:

- *Discuss Economic Development Incentive for Project Echo*